

**TIMESHARE PUBLIC REPORT
APPLICATION FORM**

Use this form to submit for a Timeshare Public Report.

This application must be accompanied by:

- 1) Recorded timeshare project map(s)
- 2) Recorded Declaration of Dedication and/or other similar timeshare instruments
- 3) Management Agreement, if the project is or will be managed by someone other than the applicant
- 4) Title Report dated within thirty (30) days.
- 5) Recorded Exceptions listed in the Title Report for any Arizona sites.
- 6) Permanent Access Letter from a title insurance company, land surveyor, or professional engineer for any Arizona sites. For any out-of-state sites, include a statement of the provisions that have been made for permanent access.
- 7) Certificate of Approval of Sanitary Facilities (Health Certificate) for any Arizona sites.
- 8) Water Availability Documents for Arizona sites: Certificate of Assured Water Supply, ADWR Water Report, Exemption from Assured/Adequate Water Supply, or proof that the timeshare property will receive water from a Designated Provider such as a will-serve letter.
- 9) Notice Confirmation of CAGRD Fee Payment for Arizona sites, if the property is enrolled as a Member Land of the CAGRD or is served by a municipal water provider whose service area is currently enrolled as a Member Service Area of CAGRD.
- 10) Developer/Applicant Entity Formation and Authorization Documents
- 11) Financial Assurances for all incomplete improvements.
- 12) Copies of all contracts and promotional material pertaining to any exchange program included in the offering.
- 13) Draft Public Report in Microsoft Word format.
- 14) If the timeshare project includes sites outside of Arizona, a copy of the domicile state's or country's Public Report or other authorization.

Once complete, this application and additional required documents should be submitted through our [Message Center](#).

OWNER/APPLICANT INFORMATION		
Applicant Name(s):		
Mailing Address:		
City:	State:	ZIP:
Telephone:		Email:
Owner/Applicant's Authorized Contact Person		
Name of Contact Person that Owner/Applicant authorizes the Department of Real Estate to accept and rely upon as accurate and complete all information and documentation provided by the named contact person in conjunction with this application:		
Company Name if different from Owner/Applicant such as a title company:		
Mailing Address:		
City:	State:	ZIP:
Telephone:		Email:

OWNER/APPLICANT INFORMATION

Type of Legal Entity (Select One)

Provide all required documents related to the legal entity type:

- ☐ Limited Liability Company:
- Articles of Organization and any amendments (or Application for Authority if Foreign entity) stamped "FILED" from the Arizona Corporation Commission
 - Certificate of Good Standing, dated no earlier than one year from the date of the application, from the Arizona Corporation Commission
 - Operating Agreement, if applicable
 - If the individual signing on behalf of the LLC is not listed in the Articles of Organization or authorized through the Operating Agreement, then a Company Resolution authorizing them to sign
- ☐ Corporation:
- Certificate of Good Standing, dated no earlier than one year from the date of the application, from the Arizona Corporation Commission
 - Company Resolution authorizing the individual signing on behalf of the Corporation
- ☐ Partnership:
- Copies of all partnership agreements
 - Proof of registration with the Arizona Secretary of State if any partnership is a limited partnership, foreign or domestic
 - Proof that the individual signing on behalf of the Partnership is a partner
- ☐ Trust:
- Copies of all trust agreements
 - Proof that the individual signing on behalf of the Trust is listed in the trust agreement
- ☐ Natural Person.
- [A.R.S. § 25-502\(K\)](#) STATES: "Each licensing board or agency that issues professional licenses or certificates shall record the social security number of the licensee or certificate holder in its database in order to aid the Department of Economic Security in locating non-custodial parents or the assets of the non-custodial parents." You must provide the Department of Real Estate with your social security number, however, the number will not be disclosed to anyone other than a representative from another government agency in the course of the representative's official duties.

Legal Name: _____

SSN: _____

Signature: _____

Date: _____

DEVELOPER DISCIPLINARY ACTION DISCLOSURE

The applicant shall disclose whether the owner, agent, developer, officer, director or partner, developer trust beneficiary holding 10% or more direct or indirect beneficial interest or, if a corporation, any stockholder owning ten 10% or more of the stock in the corporation has one or any of the following.

1) Been convicted of a felony or misdemeanor involving fraud or dishonesty or involving conduct of any business or a transaction in real estate, cemetery property, time-share intervals or membership camping campgrounds or contracts.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2) Been permanently or temporarily enjoined by order, judgment or decree from engaging in or continuing any conduct or practice in connection with the sale or purchase of real estate or cemetery property, time-share intervals, membership camping contracts or campgrounds, or securities or involving consumer fraud or the racketeering laws of this state.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3) Had an administrative order entered against him by a real estate regulatory agency or security regulatory agency.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4) Had an adverse decision or judgment entered against him involving fraud or dishonesty or involving the conduct of any business or transaction in real estate, cemetery property, time-share intervals or membership camping campgrounds or contracts.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5) Disregarded or violated this chapter (Title 32, Chapter 20) or the rules of the commissioner pertaining to this chapter (Title 4, Chapter 28).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
6) Controlled an entity to which would cause them to answer "Yes" to any of the above questions.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you answered "Yes" to any of the questions above, have you already disclosed the matter to the Arizona Department of Real Estate?	<input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No

- If you have disclosed it, indicate:
- Approximate Date of the Disclosure:
 - Type of Disclosure:

If you have not disclosed it, use the [Disciplinary Document Checklist](#) to ensure that you submit a complete application, to include certified documents related to the disciplinary or criminal proceedings, except that a subdivider shall not be required to obtain and submit a valid Fingerprint Clearance Card. A subdivider that is a natural person will still be required to obtain and submit a valid Fingerprint Clearance Card.

TIMESHARE DEVELOPER ENTITY DETAILS

Give name and address of all officers, general partners, members, trustees or other persons who exercise control of the entity, including a breakdown of percentage ownership interest of each person/entity owning a 10% or more of any entity listed:

NAME	PERSONAL ADDRESS (Include City, State, ZIP)	PHONE	% OWNERSHIP

If the developer is a Subsidiary Corporation, list the name, address, and state of incorporation of the Parent Corporation:

TIMESHARE PROJECTS	
Name of the timeshare projects, as shown in the Declaration of Dedication of the project:	
Name to be used in marketing or promotional activity, if different from above:	
Number of 3 bedrooms:	Square feet of each:
Number of 2 bedrooms:	Square feet of each:
Number of 1 bedrooms:	Square feet of each:
Number of studios:	Square feet of each:
Number of rooms:	Square feet of each:
Number of timeshare intervals to be included in this application:	
Will the timeshare offering include lockouts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If yes, designate the number of units as well as a description of the lock-out offerings:	
Detail the number and duration of interests for each dwelling unit including maintenance periods (for example 50 one week interval interests and one two-week maintenance period per unit, or other):	
Provide a detailed description of the furnishings and other personal property to be included in the timeshare offering for each type of unit being offered:	
Specify number of units within the entire timeshare project(s):	
Estimated completion date for construction of dwelling units:	
Describe phasing plan, if applicable:	

TIMESHARE USE				
Will the sale of interval interests be evidenced by a recorded deed or by a right to use other than fee title?				<input type="checkbox"/> Yes <input type="checkbox"/> No
Please describe:				
Offering will be:	<input type="checkbox"/> Fixed unit and time	<input type="checkbox"/> Fixed unit, variable time	<input type="checkbox"/> Variable unit, fixed time	<input type="checkbox"/> Variable unit and time
	<input type="checkbox"/> Other (describe):			

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PROJECT LOCATION

☐ Timeshare project is single-site

☐ Timeshare project is multi-site (include below information on separate sheet for each location)

Address:

City:

State:

ZIP:

Project map recorded:

Recording number _____, records of _____ County, State of _____.

NARRATIVE OF OFFERING

Provide a complete and comprehensive statement of the timeshare offering that includes a description of the total facility (including the type and number of housing structures, number of stories in each building, the common and public use areas, and any shared use facilities):

UTILITIES

Provide a statement of the availability of utilities, (e.g., electricity, telephone, natural gas, water, and sewage disposal):

If incomplete, provide completion dates:

ACCESS STREETS AND ROADS

Are the exterior streets providing access to the development:

☐ Public

☐ Private

Who is responsible for maintenance of the exterior streets?

Estimated completion date for exterior streets:

Are the interior streets providing access to the development:

☐ Public

☐ Private

Who is responsible for maintenance of the interior streets?

Estimated completion date for interior streets:

ASSURANCES FOR COMPLETION OF IMPROVEMENTS

Describe what assurances have been established for any incomplete improvements:

SALES

Describe how sales will be made and the manner by which title right or other interest contracted for is to be conveyed to purchaser:

(Note: The owner/applicant is required to disclose the name and address of record of the broker used by the developer, pursuant to [A.R.S. §32-2197.02 \(17\)\(a\)](#))

☐ Owner/Applicant is using an Arizona real estate broker

☐ Owner/Applicant is **NOT** using an Arizona real estate broker

Name of real estate broker used by the developer. If none, explain why:

Address of Record:

City:

State:

ZIP:

Telephone:

Email:

TITLES AND ENCUMBRANCES

Title to the property is vested with:

If title is not vested with the applicant, please describe the applicant's interest in the property:

Are there any mortgages, deeds of trust, liens, or other encumbrances recorded against the property? ☐ Yes ☐ No

If yes, list and describe the arrangements for protecting the interest of the purchaser or lessee in the event of a default:

Additionally, describe arrangements for releasing individual units and intervals from any blanket lien or encumbrance:

MANAGEMENT AND EXCHANGE NETWORK

The timeshare property will be managed by:

Identify all exchange programs to be offered whereby a purchaser may exchange occupancy rights:

MANAGEMENT AND EXCHANGE NETWORK

BUDGETS AND ASSESSMENTS

Describe the operating costs of the timeshare program, including costs for operation, management, and reserves:

Describe the provisions made for payment of all operating costs:

Assessment costs and frequency of assessments:

Explain why this sum is adequate to support the operation:

What charges will a purchaser be obligated to pay as the proportionate share of the operating costs of the timeshare offering and of the project as a whole, including the supporting facilities such as central heating and cooling, landscaping, and other common or public areas?

What financial arrangements exist for developer's guarantee of payment of assessments on unsold interests on dedicated units?

Will additional assessments be levied during occupancy of a timeshare interval?

☐ Yes

☐ No

If yes, please describe:

INTERVAL OWNERS ASSOCIATIONS

Name of association:

Is the association legally formed and operational?

☐ Yes

☐ No

If yes, describe:

Will control of the association be turned over to interval owners?

☐ Yes

☐ No

If yes, describe when and under what conditions:

Will title to the common areas be transferred to the association?

☐ Yes

☐ No

If yes, describe when and under what conditions:

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Questions regarding this communication can be sent to Mandy Neat, ADRE Deputy Commissioner, at 602-771-7724 or online through the ADRE Message Center

Will all interval owners be required to become members of the association?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are there any other owner's associations in which owners will be members?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, describe:		

APPLICANT ATTESTATION	
I understand that it is my obligation to comply with the statutes, rules, and regulations set forth by Arizona Law, and that such laws may be referenced at azleg.gov .	
Applicant Signature:	Date:

Notice to Applicant Pursuant to <u>A.R.S. § 41-1030</u>
An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.
This section may be enforced in a private civil action and relief may be awarded against the State. The court may award reasonable attorney fees, damages and all fees associated with the license application to a party that prevails in an action against the state for a violation of this section.
A State employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the Agency's adopted personnel policy.
This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02
Notice to Applicant Pursuant to <u>A.R.S. § 41-1093</u>
An agency shall limit all occupational regulations to regulations that are demonstrated to be necessary to specifically fulfill a public health, safety or welfare concern. Pursuant to sections 41-1093.02 and 41-1093.03. Arizona Revised statutes, you have the right to petition this agency to repeal or modify the occupational regulation or bring an action in a court of general jurisdiction to challenge the occupational regulation and to ensure compliance with section 41-1093.01, Arizona Revised Statutes.
Notice to Applicant Pursuant to <u>A.R.S. § 41-1093.08</u>
Pursuant to Arizona Revised Statutes, Title 41, Chapter 6, Article 11, an applicant, licensee, registrant or certificate holder may petition the Office of Administrative Hearings to request a review of a denial, suspension or revocation of a license, registration or certificate for a prior criminal offense.

EXHIBIT "A"

**ARIZONA TIMESHARE CONTRACT DISCLOSURE ADDENDUM
(As required by Arizona Revised Statutes 32-2197.03, 32-2197.16)**

PLEASE READ CAREFULLY

The Seller shall give a prospective purchaser a copy of the Public Report and Purchase Agreement and an opportunity to read and review both before the prospective purchaser signs this document.

Section A

- 1) Required Public Report: The Seller has provided the Purchaser with a paper copy of the Public Report and Purchase Agreement, and the Purchaser has read and reviewed the Public Report and Purchase Agreement before signing this document.

Purchaser(s) initials required ____, ____, ____, ____

- 2) Contract Cancellation without Penalty: Purchaser understands that they have ten (10) calendar days from signing this Purchase Agreement to cancel the purchase agreement without penalty.

Purchaser(s) initials required ____, ____, ____, ____

- 3) Purchaser is Responsible for Assessments: Purchaser understands that by signing this Purchase Agreement the Purchaser may be responsible for paying maintenance fees, taxes, and other assessments every year for the duration of ownership.

Purchaser(s) initials required ____, ____, ____, ____

- 4) Not an Investment: Purchaser understands that Timeshares are NOT investments.

Purchaser(s) initials required ____, ____, ____, ____

- 5) Final Contract Terms and Conflicting Seller Statements: Purchaser understands that a fully signed Purchase Agreement is final, and that any conflicting statements made by the Seller are NOT part of the Purchase Agreement.

Purchaser(s) initials required ____, ____, ____, ____

- 6) Legal Right to File a Complaint: Purchase understands that they have the right to file a consumer complaint with the Arizona Attorney General.

Purchaser(s) initials required ____, ____, ____, ____

- 7) Required Disclosure Document (Section B): Seller has provided the Purchaser with a separate Arizona required Disclosure Document (Section B attached hereto) to disclose the Purchaser's actual and potential liabilities under this Purchase Agreement. Purchasers agree to all terms of Section B.

Purchaser(s) initials required ____, ____, ____, ____

DISCLOSURE OF PURCHASER'S ACTUAL AND POTENTIAL LIABILITIES

Section B

Before entering into a Purchase Agreement the Seller has provided the Purchaser with this separate disclosure document to adequately inform the Purchaser of the purchaser's actual and potential liabilities under the Purchase Agreement.

TIMESHARE DURATION

Is there a duration to the timeshare agreement entered into by the purchaser?

- ☐ No, there is no duration, and therefore no end date to the timeshare agreement. The purchaser must pay all fees required under the agreement until the timeshare is transferred or sold or until the purchaser's death.
- ☐ Yes, the end date of the timeshare agreement is: _____

Purchaser(s) initials required _____, _____, _____, _____

POTENTIAL FINANCIAL OBLIGATION

Estimated total potential financial obligation of the purchaser during the first year of ownership that includes additional charges to which the purchaser may be subject during the first year of ownership, including all potential assessments.

HISTORICAL ASSESSMENTS

For each of the previous three years, if known, the maximum amount of assessments levied were as follows:

HISTORICAL ASSESSMENTS		
Prior Year		Maximum Known Assessments
1.		
2.		
3.		

FIRST YEAR'S ASSESSMENTS

- ☐ The maximum amount of the first year's assessments is disclosed and is known to be \$ _____, at the time of purchase.
- ☐ The maximum amount of the first year's assessments are unknown.

UNKNOWN FIRST YEAR'S ASSESSMENTS

If the maximum amount of the first year's assessments are unknown at the time of purchase, the purchaser understands the following:

- ☐ The purchaser will be required to pay assessments in addition to the disclosed purchase payment and that the amount of those assessments is currently unknown.

Purchaser(s) initials required _____, _____, _____, _____

- ☐ The maximum amount assessed in the first three year's assessments is known to be \$ _____ (see above) at the time of purchase; therefore the minimum loan estimate of assessments in the first year is estimated to be at least this amount.

Purchaser(s) initials required _____, _____, _____, _____

LIMIT ON FIRST YEAR'S ASSESSMENTS

Does the purchase agreement provide for a limit on assessments during the first year of ownership?

- ☐ Yes, the limit on assessments during the first year shall not exceed: \$_____.
- ☐ No, there is no limit on the assessments that the owner may be charged in the first year of ownership.

Purchaser(s) initials required _____, _____, _____, _____

Any blank spaces in this purchase agreement, or the Disclosure Addendums included here, make the contract voidable.

All Parties to this agreement agree to accept any potential risks that may occur as a result of depositing the monies related to this escrow in a depository outside the State of Arizona.

BY SIGNING BELOW, PURCHASER ACKNOWLEDGES THAT PURCHASER(S) HAVE READ AND UNDERSTAND THE INFORMATION IN THIS DISCLOSURE, AND HAVE RECEIVED A PAPER COPY OF THE ENTIRE PURCHASE AGREEMENT AND ALL DISCLOSURES.

SIGNATURES		
Purchaser:		Date:
Purchaser:		Date:
Authorized Seller:		Date:
Seller Address:		
City:	State:	ZIP:
Seller Phone:		Seller Email: