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First chapter only

The Timeshare Exit Evidence Binder

A Scam-Resistant Document System for Owners Trying to Stop the Fees Without Getting Taken Twice

The Timeshare Exit Evidence Binder

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Published by Pragma Vision LLC

First edition, 2026.

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The Anatomy of the Timeshare Trap

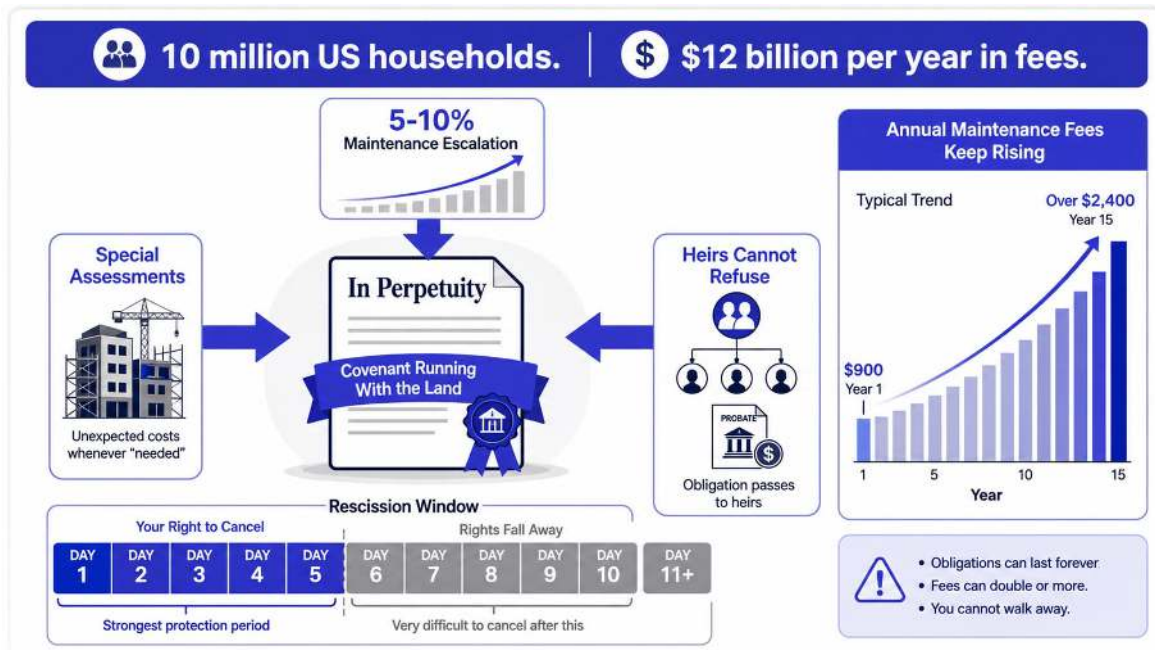


Figure 1. The timeshare trap centers on an In Perpetuity deed: 10 million US households pay \$12 billion in annual fees while 5–10% maintenance escalation, special assessments, heirs cannot refuse, and a five-day rescission clock close in

1.1 The Contract That Never Ends

The pitch took ninety minutes. The presentation room had free champagne, a complimentary breakfast, and a sales representative who used the word *legacy* eleven times. The price seemed reasonable — \$24,000 for a one-week deeded interest at a Florida resort, financed at 14.9% over ten years, with a maintenance fee disclosed as \$840 per year.

Fifteen years later, the loan is paid off. The maintenance fee is \$1,820 per year and rises 6% annually. A special assessment for resort renovation added \$2,400 last summer. The owner is 71, has not used the timeshare in four years, and discovers that the deed — the thing that was supposed to be an asset — cannot be given away, sold for \$1 on eBay, or returned to the resort. The maintenance fees continue. They continue after death, attaching to the estate. The heirs do not have the option to refuse.

This is the most common pattern in the US timeshare industry, and it is not an accident. The contract is engineered for permanence.

10 million

the estimated number of US households holding a timeshare interest — collectively paying roughly \$12 billion per year in maintenance fees, with the average annual fee at \$1,170 and rising 5–7% per year¹

Warning

This book is not legal advice. State law governs most timeshare contracts, and the rules vary widely: Florida's rescission window is 10 days, California's is 7 calendar days, Nevada's is 5 calendar days, and several states do not have a statutory window at all for resale-market purchases. The federal Interstate Land

¹American Resort Development Association (ARDA), *2023 State of the Vacation Timeshare Industry: United States Study*. ARDA member-resort survey of approximately 1,580 properties; per-interval maintenance figures self-reported.

Sales Full Disclosure Act (administered under CFPB Regulation K) applies to disclosure but not to exit. For active contracts worth \$25,000 or more, any threat of foreclosure on a primary residence, or any case involving allegations of elder fraud, consult an attorney licensed in your state. This book is the documentation and process system that makes the attorney's job easier, faster, and cheaper.

1.2 Why Timeshare Contracts Are Engineered to Hold

A timeshare deed is a real property interest, recorded in the county where the resort sits, and bound to the resort's master Covenants, Conditions, and Restrictions (CC&Rs). The CC&Rs typically include a *covenant running with the land* — a perpetual obligation that binds not only the original buyer but every subsequent owner, including heirs who acquire the deed through inheritance or probate.

The three structural features that make exit hard:

- **Perpetuity clauses.** The deed obligation does not expire. Some resort CC&Rs explicitly state “in perpetuity” or “forever.” Others omit a termination date, which under most state property law produces the same outcome.
- **Escalation provisions.** Maintenance fees are not capped. The resort's homeowner association (HOA) sets fees annually, typically with a stated escalation cap (commonly 8–15%) but with a special assessment power that can bypass the cap for “unusual” expenses.
- **Joint and several liability for unpaid fees.** If you stop paying, the resort can pursue you personally for the balance, plus interest, plus legal fees. They also report to credit bureaus, foreclose on the deed, and in some cases file judgments that survive the foreclosure.

The structure was not designed by accident. It was designed to ensure that the obligation cannot easily be walked away from — and the secondary market reflects exactly that. A timeshare that originally sold for \$24,000 often trades on eBay for \$1, sometimes with the seller paying closing costs and a year's maintenance up front to find a buyer. The asset is not the deed. The asset is freedom from the maintenance fee — and the secondary market prices freedom, not occupancy.

1.3 The Three Owner Profiles That Get Hurt the Most

Across documented exits, three owner profiles appear repeatedly:

- 1. The retiree on fixed income.** Bought twenty years ago. The maintenance fee was reasonable when income was \$80,000 per year; it is now half of a Social Security check. Cannot afford to keep paying, cannot afford to hire an exit company, cannot find a buyer.
- 2. The adult child of an aging parent.** Parent bought the timeshare, used it for a decade, has not visited in five years, is now in assisted living. The adult child is paying the maintenance from the parent's account, and dreads the day they inherit the deed — which under most CC&Rs they cannot legally refuse.
- 3. The recent buyer who saw the trap close.** Bought six months to two years ago. Missed the rescission window. Realized that the "investment" is not an investment, that the resale value is essentially zero, and that the salesperson misrepresented critical terms. Wants out before another payment is owed.

Each profile has different leverage. The recent buyer may still have a misrepresentation claim. The retiree may have hardship-based negotiation leverage with the resort. The adult child has a complex estate-planning case with options before death and options after. This book covers all three.

1.4 The 30-Page Number That Defines the Decision

Most timeshare contracts run 30–80 pages including the CC&Rs and the public offering statement. Most buyers signed without reading them. The exit process begins with reading them, page by page, because the cancellation, transfer, and surrender provisions are buried in the document. Owners who try to exit without reading the contract spend more, take longer, and miss leverage the contract itself gives them.

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the typical page count of a timeshare contract bundle including the CC&Rs, public offering statement, and HOA bylaws — and the document set that must be read carefully before any exit attempt

1.5 What This Book Builds

The remaining chapters give you a complete, scam-resistant exit system:

- The 5-day rescission window for recent buyers and the demand letter that uses it (Chapter 2)
- The resort deedback and surrender programs that exist quietly at most major chains (Chapter 3)
- The exit-company scam patterns and how to spot them in advertising and contracts (Chapter 4)
- The direct negotiation with the resort — hardship letter, call script, complaint leverage (Chapter 5)
- The foreclosure decision and the 7-year credit recovery timeline (Chapter 6)

- The structured demand letter and 6-section evidence binder (Chapter 7)
- The 30-day decision tree that turns intent into completed exit (Chapter 8)

By the end of the book, you will have the contract reading framework, the templates, the resort-specific surrender options, the regulatory complaint paths, and a clear decision tree for which exit route applies to your specific situation. The average documented owner exit through these paths costs \$0–\$1,500 in legitimate fees — not \$3,000–\$10,000 to an exit company that often delivers nothing.

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