



Bond No. \_\_\_\_\_

### CONSTRUCTION SURETY BOND

KNOW BY ALL PERSONS THESE PRESENTS:

That \_\_\_\_\_, a \_\_\_\_\_ business entity authorized to do business in \_\_\_\_\_ (Principal), and \_\_\_\_\_ business entity qualified do to business in \_\_\_\_\_ (Surety), are held and firmly bound unto the Texas Real Estate Commission (Commission) for the use and benefit of the public in the full penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), such sum representing the projected deposits and subsequent payments to be made to Principal by certain members of the general public in connection with their purchases from Principal of Timeshare Interests within \_\_\_\_\_. For purposes of this bond, certain members of the general public whose deposits and payments are protected shall be Texas residents who are solicited in Texas but purchase at a location outside the State of Texas and all purchasers who purchase at a location within the State of Texas. The Principal shall, to the extent required by law in the event the facilities as promised are not constructed, refund to all purchasers the deposits and payments made by such purchasers covered by this bond to Principal.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, that if either (a) the units comprising the timeshare interests of \_\_\_\_\_ are completed as evidenced by a certificate of occupancy or (b) the Principal fully repays to such purchasers any and all deposits or payments made to Principal in connection with their purchases of Timeshare Interests within \_\_\_\_\_ in the event said facilities are not so constructed, then this obligation is to be void, otherwise is to be and remain in full force and effect.

It is specifically understood and agreed that all persons covered by this bond, entitled to a return of purchase money paid for a Timeshare Interest within \_\_\_\_\_ offered for sale by Principal resulting from failure to complete construction and who have failed to receive such funds from Principal within a reasonable time after due request therefore shall have the same right to make claim for such money from Surety (all such claims not exceeding in the aggregate the amount of this bond) as they have against Principal. Such claimants may in their own name and without joining the Commission as a party sue under this bond to recover the amount of their payments. It is specifically understood and agreed that Surety will notify the Commission within 30 days after any claim is filed against this bond. It is agreed that Surety's total liability accruing hereunder, for purpose of suit or action shall continue for a period of two years after the act of omission upon which the suit is based, and shall in no event exceed the aggregate penalty of this bond.

Surety may terminate its liability by giving not less than 30 days written notice of its intent mailed to the Commission at its office in Austin, Texas. Such termination shall not relieve Surety of any liability incurred prior to the effective date of termination of liability stated in written notice so mailed but shall be final there after.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ (month) / \_\_\_\_\_ (year).

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Typed Name

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_

Its: Attorney-in-Fact