



August 15, 2024

Dear 4 Seasons at Beech Condominium Owners,

The purpose of this letter is to provide essential updates regarding recent developments and upcoming actions that require your attention. While some of you may already be familiar with these details from previous communications, everyone must be informed about the current situation for transparency.

#### **Special Meeting Update**

On August 3rd, 2024, a Special Meeting of the Association of Co-Owners of 4 Seasons at Beech Condominium was held to discuss and vote on critical matters related to the future of the Association. Unfortunately, the quorum requirement of 50% ownership representation was not met, which is necessary for formal decisions. As a result, the motions to be voted on, including the proposed Amendment to the Declaration of Condominium, were not passed. This outcome emphasizes the importance of your participation in future meetings and votes. Your voice and vote are crucial to ensuring that the resort continues to operate in the best interest of all owners. Thank you to all owners who have already submitted your vote.

#### **Purchase Offer Program Expiration**

The offer to purchase timeshare intervals that were previously available has expired. Under this program, owners could sell their intervals to VCI at a predetermined price. Although the program was well-received, it is no longer available as of the expiration date of July 15, 2024. We thank those who participated and supported the program.

#### **New Surrender "Deed Back" Program**

The Board of Directors changed the former policy to allow owners to divest themselves of their timeshares to surrender or "Deed-Back" their interests to the Association. The former process required payment of \$300.00 per interval to prepare legal documents; in lieu of the offer to purchase your interval, you may now surrender at no cost. If you wish to surrender your interval now, in place of the further obligation to pay Maintenance Fees or Special Assessments, you may do so by emailing [4seasonsreimagined@lemonjuice.biz](mailto:4seasonsreimagined@lemonjuice.biz).



### **Proposed Amendment: Sunset Date for Timeshare Termination**

One of the critical issues to be discussed at the special meeting was the proposed Amendment to the Declaration of Condominium, which involves setting a definitive sunset date for the termination of the timeshare plan. This amendment is crucial as it provides a clear timeline for the conclusion of the timeshare program, ensuring that all owners are aware of the long-term plan for the property. The amendment aims to protect the interests of all owners and ensure an orderly process as the resort approaches its final year of operation.

Approval of this amendment requires the vote of at least two-thirds (2/3) of the total voting interests of the Association and at least sixty percent (60%) of the voting interests of Units Committed to Interval Ownership. A proxy form and ballot will be sent for the upcoming meeting. We urge you to review the proposed amendment carefully and submit your completed proxy and ballot as soon as possible. Your participation is vital to securing the necessary votes to pass this important amendment.

### **Second Maintenance Fee Billing**

Please be advised that the second billing for the 2024 maintenance fees is attached to this letter. It is understood that the maintenance fees are a significant commitment, and most importantly appreciate your timely payments, which are essential to maintaining the 4 Seasons at Beech Resort through the termination process. If you have any questions or concerns regarding your maintenance fee statement, please do not hesitate to contact 828-387-4217.

### **Reimagination**

For questions related to reimagination, email [4seasonsreimagined@lemonjuice.biz](mailto:4seasonsreimagined@lemonjuice.biz). Questions submitted there can be added to the Frequently Asked Questions section of the owners' info site to benefit everyone. You may also call 336-569-4494 to reach an Owner Support Specialist. Please continue to visit your owner info site, <http://4seasonsresort.info>, for additional information.

Thank you for your continued support and involvement in the 4 Seasons at Beech Resort. Please take the time to review the enclosed materials and participate in the ongoing efforts to shape the future of our resort.

**Dear 4 Seasons at Beech Condominium Owner,**

This mailing contains critical information and materials for our upcoming Annual Meeting:

- **Notice of Annual Meeting**
- **Proxy Form**
- **Ballot for Vote on Amending the Declaration of Condominium**
- **A copy of the proposed Amendment**

Please pay special attention to the information regarding the vote to amend our Declaration of Condominium. This amendment, if passed, would subject Units Committed to Interval Ownership to the N.C.G.S 93A, establish an expiration date for the Interval Ownership Program, provide procedures for termination of the program, and change the date of the Association's annual meeting. Your careful consideration of this proposal is critical. Every Owner eligible to vote may cast their vote, either in person at the meeting or by proxy.

**Completed proxy forms and ballots may be mailed to:**

4 Seasons at Beech Condominium Association  
c/o Lemonjuice Solutions  
7380 Sand Lake Rd., Suite 130  
Orlando, FL 32819

They must be received at least twenty-four (24) hours before the appointed time of the Annual Meeting to be counted, as required by Association Bylaws Article VI, Section 4. You may also vote via Zoom or in person at the meeting.

If you have questions after reviewing this packet, contact (336) 569-4494 for assistance. Your participation in this important process is greatly appreciated.

Sincerely,

Association of Co-Owners of 4 Seasons at Beech Condominium

**NOTICE OF ANNUAL MEETING  
OF THE  
ASSOCIATION OF CO-OWNERS OF  
4 SEASONS AT BEECH CONDOMINIUM  
608 Beech Mountain Rd, Beech Mountain, NC**

**Date & Time:** Saturday, September 21, 2024, at 1:00 PM ET

**Location:** in person at 4 Seasons at Beech Condominium & via Zoom teleconference.

**NOTICE IS HEREBY GIVEN**, that the Annual Meeting of the Association of Co-Owners of 4 Seasons at Beech Condominium will be held at the 4 Seasons at Beech Condominium and by zoom. Instructions for joining the virtual meeting are included below. If attending virtually, please log in approximately 5-10 minutes before the start time.

**Join Zoom Meeting**

<https://us06web.zoom.us/j/81722795503?pwd=jtxqHg4yRinaiX2Fgl9WONQSaO1AbH.1>

**Meeting ID: 817 2279 5503**

**Passcode: 631040**

The purposes of this Annual Meeting are:

1. To consider and vote on a proposed Amendment to the Declaration of Condominium for 4 Seasons at Beech. A copy of the proposed Amendment is attached to this Notice.
2. To elect a member to the Board of Administrators to fill a current vacancy.
3. To transact any other business that may properly come before the Association.

This notice is being mailed between 30 and 40 days prior to the annual meeting date in accordance with Association Bylaw Article VII, Section 5. The enclosed proxy form and ballot are provided in the format required by Association Bylaw Article VI, Section 4.

Key provisions of the proposed Amendment include:

1. Explicitly subjecting Units Committed to Interval Ownership to the N.C.G.S 93A.
2. Establishing December 31, 2024, as the expiration for the Interval Ownership Program.

3. Providing procedures for termination of the Interval Ownership Program and appointment of the Board of Administrators as the Termination Trustee.
4. Changing the date of the Association's annual meeting.

Approval of this Amendment an affirmative vote of at least two-thirds (2/3) of the total voting interests of the Association and at least sixty percent (60%) of the voting interests of Units Committed to Interval Ownership.

All members are encouraged to attend this important meeting. If you cannot attend in person, please submit the enclosed proxy form appointing someone to vote on your behalf. Per Association Bylaw Article VI, Section 4, proxy forms must be filed with the Secretary at least twenty-four (24) hours before the appointed time of this annual meeting.

#### **4 Seasons at Beech Condominium Association**

Stephen Runyan

President

#### **AGENDA**

1. Call to Order and Welcome
2. Proof of Notice of Meeting
3. Reading of Minutes of Previous Meeting
4. Reports of Officers & Committees
5. Election of Administrator to Fill Board Vacancy
6. Unfinished Business
7. Discussion of Proposed Amendment
8. Vote on Proposed Amendment
9. Other New Business
10. Adjournment

**ASSOCIATION OF CO-OWNERS OF 4 SEASONS AT BEECH CONDOMINIUM****ANNUAL MEETING PROXY**

For the Annual Meeting of Members to be held on September 21, 2024, at 1PM EST and any adjournment thereof. The undersigned member(s) of Association of Co-Owners of 4 Seasons at Beech Condominium hereby:

I, \_\_\_\_\_ appoint the undersigned as my/our proxy, with full power of substitution, to attend the meeting and any adjournment thereof and to vote and act for me on any matter that may come before the meeting, unless otherwise specified below.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Unless this proxy states otherwise, it will be deemed to confer authority to vote for approval of the proposed Amendment to the Declaration of Condominium.

This proxy revokes all prior proxies and shall be valid for eleven (11) months from its date of execution unless a shorter time period is specified: \_\_\_\_\_

**Unit Owner Information**

Unit Number: \_\_\_\_\_

Week Number: \_\_\_\_\_

Owner Name(s): \_\_\_\_\_  
\_\_\_\_\_

Address(s): \_\_\_\_\_  
\_\_\_\_\_

Signature(s): \_\_\_\_\_  
\_\_\_\_\_

Date Signed: \_\_\_\_\_

This proxy form must be filed with the Association Secretary at least twenty-four (24) hours before the appointed time of the Annual Meeting, as required by Association

Bylaws Article VI, Section 4. Please return the completed form to:

Association of Co-Owners of 4 Seasons at Beech Condominium  
c/o Lemonjuice Solutions  
7380 Sand Lake Rd., Suite 130  
Orlando, FL 32819

**ASSOCIATION OF CO-OWNERS OF  
4 SEASONS AT BEECH CONDOMINIUM  
ANNUAL MEETING BALLOT**

Ballot for the Annual Meeting of Members to be held on September 21, 2024, at 1 PM EST, and any adjournment thereof.

**If you mark more than one box, your vote will be invalid.**

**1. Approval of the proposed Amendment to the Declaration of Condominium described in the meeting notice:**

- ☐ YES, I/we vote to approve the proposed Amendment to the Declaration of Condominium
- ☐ NO, I/we vote to reject the proposed Amendment to the Declaration of Condominium

**2. Election to fill the current Board of Administrators vacancy:**

I/we vote in favor of \_\_\_\_\_ to fill the Board of Administrator vacancy.

**Unit Owner Information**

Unit Number: \_\_\_\_\_

Week Number: \_\_\_\_\_

Owner Name(s): \_\_\_\_\_

Address(s): \_\_\_\_\_

Signature(s): \_\_\_\_\_

Date Signed: \_\_\_\_\_

This ballot must be submitted to the Association Secretary by the date and time of the Annual meeting. Please return the completed ballot to:

Association of Co-Owners of 4 Seasons at Beech Condominium

c/o Lemonjuice Solutions

7380 Sand Lake Rd., Suite 130, Orlando, FL 32819

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR  
4 SEASONS AT BEECH**

THIS AMENDMENT to the Declaration of Condominium for 4 Seasons at Beech Condominium (the "**Amendment**") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by the Association of Co-Owners of 4 Seasons at Beech Condominium (the "**Association**").

**WHEREAS**, the Declaration of Condominium for 4 Seasons at Beech Condominium was recorded in Book 172, Page 742 of the Watauga Register of Deeds (the "**Declaration**"); and

**WHEREAS**, the property is created under and subject Chapter 47A of the North Carolina General Statutes (the "**Unit Ownership Act**") and portions of the property are also subject to Chapter 93A of the North Carolina General Statutes (the "**Timeshare Act**"); and

**WHEREAS** the Association desires to amend the Declaration to explicitly subject Units Committed to Interval Ownership (the "**Interval Ownership Program**") to the Timeshare Act; and

**WHEREAS**, the Association desires to amend the Declaration to provide a plan to terminate the Interval Ownership Program (the "**Termination Plan**") and to provide an expiration date for the Interval Ownership Program (the "**Interval Ownership Expiration Date**"); and

**WHEREAS**, the Association desires to adopt termination trustee procedures to manage the termination of the Termination Plan program pursuant to § 93A-69.1 (the "**Termination Trustee**"); and

**WHEREAS**, pursuant to Article VIII of the Declaration this Amendment has been approved by at least two-thirds (2/3) of the total vote of the members of the Association, and pursuant to § 93A-69.1 of the Timeshare Act this Amendment has been approved by at least sixty percent (60%) of all voting interests of Units Committed to Interval Ownership; and

**WHEREAS**, in accordance with Article XIII of the By-laws of the Association and Article VIII of the Declaration, at a duly called and convened Annual Meeting of the members of the Association, held on September 21, 2024, \_\_\_\_\_ % of the Voting Members of the Association approved amending the Declaration as set forth in this Amendment.

**NOW THEREFORE**, the Association provides in this Amendment as follows:

- (1) Recitals. The recitals set forth above are true and correct and incorporated as part of this Amendment by this reference. Unless otherwise defined herein, capitalized terms set forth in this Second Amendment shall have the meanings and definitions set forth in the Declaration.
- (2) Annual Meeting. The first sentence of Article VII, Section 3, referring to the date of annual meetings of the Association, is deleted and replaced with the following:



The annual meetings of the Association shall be held on a Saturday, at such place and time as shall be determined by the Board of Administrators.

- (3) Article I, Section (u), Subsection 1. Article I, Section (u), Subsection 1 shall be supplemented with the following sentence:

Units committed to Interval Ownership are subject to the Timeshare Act.

- (4) Article I, Section (u), Subsection 5. Article I, Section (u) of the Declaration is amended to add the following definition:

5. "Interval Ownership Expiration Date" shall mean December 31, 2024, which is the date on which the form of Interval Ownership, as applied to the property, shall terminate.

- (5) Article I, Section (u), Subsection 6. Article I, Section (u) of the Declaration shall be supplemented with the following Definition:

6. Termination of Interval Ownership. Notwithstanding anything to the contrary in this Declaration, the form of Interval Ownership as applied to the property shall terminate on the Interval Ownership Expiration Date. On the Interval Ownership Expiration Date, all Units previously subjected to Interval Ownership shall become whole Condominium Units, and all Interval Owners of such Units shall become tenants in common owners of Condominium Units with respect to their ownership of the Condominium property.

- (6) Article I. The second to last paragraph at the end of Article I is hereby amended to read as follows:

"A Condominium Unit or Unit shall be considered to no longer be committed to Interval Ownership whenever all Unit Weeks therein are owned by the same person, or when the form of Interval Ownership sunsets as contemplated by the Interval Ownership Expiration Date."

- (7) Article XV. Article XV of the Declaration is hereby amended as follows: ‘

The existing text of Article XV shall be retitled as "A. Condominium Termination" within Article XV.

- (8) Article XV. Article XV is further supplemented with the following:

**B. Interval Ownership Termination**

1. The Interval Ownership program may be terminated upon either:
  - a. The vote or written consent, of sixty percent (60%) of all voting interests of the Interval Ownership Program; or
  - b. The occurrence of the Interval Ownership Expiration Date as defined in this Declaration.

2. Upon termination of the Interval Ownership Program:
  - a. The Association shall manage the affairs of Condominium Units formerly subject to interval ownership pursuant to the Timeshare Act, prosecuting and defending actions by or against it, collecting and discharging obligations, disposing of and conveying its property, collecting and dividing its assets.
  - b. Subject to the Timeshare Act, the Association shall serve as the Termination Trustee, and in a fiduciary capacity may bring an action in partition on behalf of the tenants in common in each former timeshare property and sell the former timeshare property in any manner and to any person who is approved by a majority of all tenants in common.
  - c. All reasonable expenses incurred by the Termination Trustee relating to the performance of its duties, including reasonable attorneys' fees and other professionals, must be paid by the tenants in common of the former timeshare property subject to partition or sale proportionate to their respective ownership interests.
  - d. The Termination Trustee must adopt reasonable procedures to implement the partition or sale of the former timeshare property.
3. If the timeshare portion is terminated and the condominium is not simultaneously terminated, a majority of the tenants in common in each former timeshare Condominium Unit present and voting in person or by proxy at a meeting conducted by the termination trustee shall designate a voting representative for the timeshare Condominium Unit and file a voting certificate with the Association. The voting representative must vote in accordance with the preferences of a majority in the interest of the tenants in common of the Unit.

**C. Termination Plan, Trustee Appointment, Powers and Duties**

1. Concurrently with a decision to terminate the Interval Ownership Program as it pertains to one or more Condominium Units, a Termination Plan shall be adopted at the same meeting of Owners outlining key steps of the transition period and timeshare program termination. The Board of Administrators shall serve as the Termination Trustee, subject to Article XV, Section C, Subsection 3 and the Timeshare Act.
2. Termination Trustee powers and duties shall include:
  - a. All powers necessary to carry out the disposition of the Association assets affected by the termination, including but not limited to the sale of Condominium Units approved for sale by the Owners thereof in such amounts deemed to be in the best interests of the Association and its tenants in common.
  - b. Carry out and execute contracts, releases, deeds, and related documents.
  - c. Collect debts and settle accounts of Owners.
  - d. Employ agents, attorneys, and other professionals to assist the process.
  - e. Defend suits and sue in the name of the Association for all sums owing or related to the termination process.

- f. Perform acts necessary to maintain or repair property until disposition is complete.
- g. Collect and receive rents, profits, fees, and insurance proceeds.
- h. After paying all costs associated with the disposition and termination process, distributing proceeds and offsetting sums owing against account balances owed, and taking such other actions deemed necessary and expedient to clear title and administer the plan for termination.

3. The Termination Trustee is required to take all reasonable and necessary measures in fulfillment of its powers and duties subject to this Article XV and the Timeshare Act. If the Board of Administrators, Declarant, or any other designated Termination Trustee is unwilling or unable to perform subject to this Article XV and the Timeshare Act, the Management Firm will assume the duties and obligations as successor Termination Trustee and is authorized to execute the duties and obligations as outlined in this Article XV.

(9) Effective Date. This Amendment shall be effective on the date that a certificate executed by the officers of the Association with the formalities of a deed and certifying that this Amendment was adopted, together with an attached copy of this Amendment, are recorded in the Public Records of Watauga County, North Carolina.

(10) Severability. The provisions of this Amendment are severable, and the invalidity of any part shall not affect the validity of the rest of the Amendment.

(11) Full Force and Effect. Except as expressly modified by this Amendment, the Declaration shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Association has caused this Amendment to be executed the day and year first above written.

**Association of Co-Owners of 4 Seasons at Beech Condominium**

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

Name, Title: \_\_\_\_\_