

**4 SEASONS AT BEECH
ASSOCIATION OF CO-OWNERS**

Dear 4 Seasons at Beech Condominium Owner,

April 15, 2025

Enclosed you will find an important package of documents regarding the proposed termination of the Interval Ownership Program at our condominium. After careful consideration and legal consultation, the Board of Administrators has determined that converting all interval ownerships to tenancy in common interests will best serve the long-term interests of our community by allowing for more efficient management and potentially unlocking greater value for all owners.

This package contains several key documents:

1. Notice of Suspension of Voting and Condominium Privileges for delinquent owners.
2. Notice of Voting Representative Policy and a corresponding Voting Representative Form, establishing new procedures for Interval Units to designate a single voting representative.
3. Notice of Special Meeting to consider an amendment to terminate interval ownership and convert interval interests to tenancy in common.
4. Voting Representative Form and Written Consent Form
5. Proposed Amendment to the Declaration (the "First Amendment to Declaration of Condominium for 4 Seasons at Beech") that would establish the Interval Ownership Expiration Date and create procedures for the transition.

How to Vote

You only need to complete ONE of the following actions:

- Attend the Special Meeting via Zoom to vote live.
- Complete and return the Voting Representative Form by April 24, 2025 (if you are an interval owner) and have your designated Voting Representative attend the meeting.
- Sign and return the Written Consent Form by April 24, 2025 (if you are a whole-unit owner).

Delinquent Owners

In accordance with the governing documents and North Carolina law, owners who are delinquent in the payment of assessments or have had their voting privileges suspended are not eligible to vote, designate a representative, or sign a Written Consent until their accounts are brought current.

Next Steps

Please review the enclosed materials carefully and submit your form(s) by April 24, 2025, so that your voting representative designation is recorded before the Special Meeting. If you have questions, contact us at 4seasonsreimagined@lemonjuice.biz or by phone at 336-569-4494. Your participation is essential to determining the future of our community.

Sincerely,
Stephen Runyan, President, Board of Administrators
Association of Co-Owners, 4 Seasons at Beech Condominium

**NOTICE OF NEW VOTING REPRESENTATIVE POLICY AND
SUSPENSION OF VOTING PRIVILEGES OF DELINQUENT OWNERS
ASSOCIATION OF CO-OWNERS OF 4 SEASONS AT BEECH CONDOMINIUM**

608 Beech Mountain Parkway, Beach Mountain, NC

DATE: April 15, 2025

TO: All 4 Seasons at Beech Condominium Owners

The Board of Administrators has adopted two important policies affecting voting at all upcoming Association meetings:

1. NEW VOTING REPRESENTATIVE POLICY

Effective immediately, each Interval Ownership Unit must designate a single Voting Representative to cast votes on behalf of that Unit at all Association meetings. Attached as Exhibit A, this policy:

- Requires one Voting Representative per Unit who must be non-delinquent
- Establishes a formal designation process using the enclosed Voting Representative Form
- Prevents conflicting votes from multiple co-owners of the same Unit

The complete Voting Representative Policy is enclosed with this notice. Please review it carefully and submit your Voting Representative Form to the address indicated, or by email, by April 24, 2025.

2. SUSPENSION OF VOTING PRIVILEGES OF DELINQUENT OWNERS

In accordance with Declaration Art. III, Sec. 4, Bylaw Art. III, Sec. 6, and N.C.G.S. § 47C-3-107.1, the Board of Administrators at its meeting on March 28, 2025, voted to suspend the voting privileges of all owners who were delinquent in payment of assessments as of that date.

If you were delinquent on March 28, 2025, and remain delinquent, your voting privileges are suspended until your account is brought current. Delinquent owners may not vote at any Association meeting or serve as a Voting Representative.

Voting privileges will be automatically restored upon full payment of all outstanding amounts owed to the Association.

Please contact the Association at 4seasonsreimagined@lemonjuice.biz or 336-569-4494 with any questions about these policies or to resolve any delinquencies.

Sincerely,
Stephen Runyan, President, Board of Administrators
Association of Co-Owners, 4 Seasons at Beech Condominium

**NOTICE OF SPECIAL MEETING
ASSOCIATION OF CO-OWNERS OF 4 SEASONS AT BEECH CONDOMINIUM**

608 Beech Mountain Parkway, Beach Mountain, NC 28604

NOTICE IS HEREBY GIVEN that a Special Meeting of the Association of Co-Owners of 4 Seasons at Beech Condominium (the "**Association**") will be held by Zoom at the time below to consider and vote upon a proposed Amendment to the Declaration of Condominium for 4 Seasons at Beech (the "**Declaration**").

AGENDA

1. Call to Order and Verification of Quorum
2. Introduction of the Board of Administrators
3. Review of Voting Procedures and Confirmation of Eligible Voting Representatives
4. Presentation on Proposed Amendment to Terminate Interval Ownership
5. Vote on the Proposed Amendment
6. Announcement of Vote Results
7. Other Business
8. Adjournment

DATE: April 25, 2025

TIME: 5:00 PM EST

ZOOM: Join Zoom Meeting

<https://us06web.zoom.us/j/88576318940?pwd=G2D2ti7sZR9jSJaVZ1NOJXa3EaEQOd.1>

Meeting ID: 885 7631 8940

Passcode: 879405

The proposed Amendment, attached as Exhibit B, would terminate the Interval Ownership Program and convert interval ownership interests to remainder interests as tenants in common under to N.C.G.S. § 93A-69.1 and § 93A-42.1. The Amendment:

1. Establishes an "Interval Ownership Expiration Date" after which all Units previously subjected to Interval Ownership shall become whole Condominium Units
2. Converts all Interval Owners into Remainder Interest Owners of their respective Condominium Units
3. Appoints a Termination Trustee to implement the termination of the timeshare regime while preserving the underlying condominium structure

Pursuant to Declaration Art. VIII and N.C.G.S. § 93A-69.1, adoption of this Amendment requires the affirmative vote representing two-thirds (2/3) of the of votes the Association and sixty percent (60%) of votes of Units Committed to Interval Ownership.

Owners of Units Committed to Interval Ownership must designate a single Voting Representative using the form provided below. Alternatively, whole unit owners and properly designated voting representatives may submit their vote via written consent in lieu of attending the meeting. Please be advised that pursuant to Bylaw Article III, Section 6, Declaration Article III, Section 4, and N.C.G.S. § 47C-3-107.1, any owner who is delinquent in the payment of assessments or who has had voting privileges suspended is not eligible to designate or serve as a Voting Representative.

In accordance with N.C.G.S. § 55A-7-09, this meeting will be held solely by means of remote communication. The Association has implemented measures to verify that each person participating

**SPECIAL MEETING
NOTICE**

remotely is a member and to provide all members a reasonable opportunity to participate in the meeting and vote on the proposed Amendment.

Please contact the Association at 4seasonsreimagined@lemonjuice.biz or 336-569-4494 with any questions.

Sincerely,
Stephen Runyan, President, Board of Administrators
Association of Co-Owners, 4 Seasons at Beech Condominium

**VOTING REPRESENTATIVE FORM FOR INTERVAL OWNERSHIP UNITS
AND WRITTEN CONSENT FORM FOR WHOLE UNIT OWNERS
ASSOCIATION OF CO-OWNERS OF 4 SEASONS AT BEECH CONDOMINIUM**

608 Beech Mountain Parkway, Beach Mountain, NC 28604

VOTING REPRESENTATIVE DESIGNATION: for all Interval Ownership Units

We, the undersigned non-delinquent Interval Owners of Unit _____, hereby designate the following individual as our Voting Representative for the Special Meeting on April 25, 2025, and any adjournment thereof:

1. Representative's Name: _____
2. Number of Interval Weeks Owned by Representative (if applicable): _____
3. Check if applicable: ☐ This entity/individual holds a majority (>50%) of the Interval Ownership Weeks in this Unit and is non-delinquent, thus designated by default.

We acknowledge that any delinquent Owner may not sign this Form or serve as Representative. We further acknowledge that if the Representative becomes delinquent, the Unit's voting privileges may be suspended until the delinquency is cured or a new non-delinquent Representative is designated.

Signatures of Non-Delinquent Co-Owners:

Unit: _____ Week: _____ Date: _____

Name: _____ Name: _____

Sign: _____ Sign: _____

WRITTEN CONSENT FORM: for whole unit Owners only

In lieu of voting at the Special Meeting scheduled for April 25, 2025, I hereby consent to the following action:

I, the undersigned whole unit Owner of Unit _____, hereby vote as follows on the proposed Amendment to terminate the Interval Ownership Program and convert all interval ownership interests into remainder interests as tenants in common in accordance with N.C.G.S. § 93A-69.1 and N.C.G.S. § 93A-42.1 (mark one): ☐ **FOR** ☐ **AGAINST** the Amendment to terminate the Interval Ownership Program. I understand that this Written Consent has the same force and effect as a vote cast at the Special Meeting.

Name: _____ Sign: _____

Date: _____

Please return this form by April 24, 2025, to:
4 Seasons at Beech Association of Co-Owners
7380 W. Sand Lake Rd., Suite 130
Orlando, FL 32819
or by email to: 4seasonsreimagined@lemonjuice.biz

EXHIBIT A**VOTING REPRESENTATIVE POLICY**

1. **Purpose and Authority.** This Voting Representative Policy (“**Policy**”) is adopted under the authority of Bylaws Article VIII, Section 2, consistent with Declaration Article II, Section 3. It is intended to ensure orderly governance by establishing a clear system whereby Interval Owners designate one individual per Unit to cast votes on Association matters, thereby preventing conflicting votes from multiple co-owners of the same Unit.

2. **Definitions.** For purposes of this Policy, the following terms shall have the meanings below, in addition to those set forth in the Declaration and Bylaws.

(a) “**Interval Ownership Unit**” refers to any Condominium Unit in which multiple persons (or entities) own individual “interval” or “timeshare” interests, such that they collectively comprise the “co-owners” of that Unit.

(b) “**Interval Owners**” means all persons or entities who hold any interest in one or more interval weeks in the same Interval Ownership Unit.

(c) “**Voting Representative**” means the single individual authorized to cast the vote(s) for an Interval Ownership Unit. If the Unit is not committed to interval ownership, the Voting Representative is typically the sole Unit Owner or a single designee of multiple co-owners.

(d) “**Delinquent Owner**” means any Owner who is past due on assessments or otherwise subject to suspension of voting rights under Bylaws Article III, Section 6, Declaration Article III, Section 4, and N.C.G.S. § 47C-3-107.1, until the delinquency is cured (including any hearing required by law).

3. **Single Voting Representative Requirement.** (a) One Person Per Unit: each Interval Ownership Unit shall have only one Voting Representative at any time, who alone is entitled to cast all votes assigned to that Unit under the Declaration (see Declaration Art. II, § 3). If there are multiple Interval Owners in the same Unit, they must agree among themselves on a single Voting Representative. (b) Undivided Vote: the vote(s) for a Unit cannot be split or divided among different co-owners at a particular meeting. Any conflicting or multiple votes received from the same Unit will be disregarded, unless clarified in accordance with this Policy.

4. **Designation Process and Deadline.** (a) Written Designation: Interval Owners shall designate their Voting Representative using the form attached hereto (the “Voting Representative Form”). Each non-delinquent co-owner signing the Form must confirm that (i) the designated individual is also non-delinquent, and (ii) no conflicting designation is in effect. (b) Deadline for Submission: Interval Owners must return the completed Voting Representative Form to the Secretary (or to the Managing Agent, if so directed) by the deadline stated in the accompanying notice or in any subsequent communication from the Board. Failure to meet this deadline may result in the Unit not being recognized for voting or, where permitted, defaulting to an alternative procedure as the Board may decide. (c) Effect of No Timely Designation: If no timely, valid Form is received for a Unit, the Board may (i) deem that Unit’s vote ineligible, or (ii) proceed as set forth in any related Board resolution or procedure, including the possibility of appointing a trustee or the management company as a temporary Voting Representative under limited circumstances. (d) Replacement or Revocation: A properly filed Voting Representative Form remains effective until replaced or revoked in writing by non-delinquent co-owners of the Interval Ownership Unit. If the designated Voting Representative becomes delinquent, that Unit’s right to cast a

vote is automatically suspended unless and until the delinquency is resolved or a new non-delinquent representative is designated.

5. **Effect of Delinquency and Suspension.** (a) No Participation by Delinquent Owners: A Delinquent Owner may not serve as the Voting Representative or sign the Voting Representative Form for the Unit. Should a Voting Representative become delinquent, he or she immediately ceases to be a valid representative, and the Interval Ownership Unit's voting privileges may be suspended until a new non-delinquent representative is designated. (b) Hearing Procedure (If Required): To the extent the Declaration does not already specify a procedure, the Board shall follow any hearing or notice procedure required under N.C.G.S. § 47C-3-107.1 before suspending voting privileges due to delinquency. (c) Reinstatement upon Cure: Once a delinquency is cured and any applicable reinstatement procedures or fines are satisfied, the previously suspended owner(s) may again participate in designating or serving as the Voting Representative, subject to all other requirements of this Policy.

6. **Implementation, Enforcement, and Amendments.** (a) Authority to Enforce: The Board (or its authorized Managing Agent) shall have the authority to enforce this Policy, to resolve conflicts in Voting Representative designations, and to reject or request clarification of forms that appear invalid or incomplete. (b) Recordkeeping: The Secretary (or Managing Agent) shall maintain a file of all Voting Representative Forms, along with any updates or revocations, so that the Association can determine at any time who is authorized to cast the vote(s) for each Interval Ownership Unit. (c) Amendments: This Policy may be amended by further action of the Board of Administrators, consistent with Bylaws Article VIII, Section 2, or otherwise in accordance with applicable law and the Declaration.

7. **Effective Date.** This Policy shall become effective immediately upon the date specified by the resolution adopting it. All Interval Ownership Units are expected to comply with the deadlines and procedures set forth herein.

IN WITNESS WHEREOF, the Board of Administrators adopts the foregoing Voting Representative Policy:

BOARD OF ADMINISTRATORS

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

EXHIBIT B**FIRST AMENDMENT TO 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 25th day of April 2025 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 County Register of Deeds (the "**Declaration**"); and

WHEREAS, the property is created under and subject to 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 the Association desires to amend the Declaration to subject Units Committed to Interval Ownership ("**Interval Units**") to the Timeshare Act; and

WHEREAS, pursuant to N.C.G.S. § 93A-42.1(c), the Association further desires to amend Article XVIII, Section 3 and other provisions of the Declaration that provide a mechanism to convert ownership of timeshare units to tenancy in common, specifically to establish an expiration date for the Interval Ownership program (the "**Interval Ownership Expiration Date**"); and

WHEREAS, the Association desires to amend the Declaration to provide a plan to terminate the Interval Ownership program (the "**Termination Plan**") pursuant to § 93A-69.1 of the Timeshare Act, and to appoint a Termination Trustee to manage the termination process; 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(a) of the Timeshare Act, this Amendment has been approved by at least sixty percent (60%) of all voting interests of Interval units; 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 Special Meeting of the members of the Association, held on April 25th, 2025, ___% of the Voting Representatives of Interval Units and ___% Whole Unit Owners, cumulatively representing ___% of the total vote of the 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. 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.

2. Article XVIII, Section 3. The first sentence of Article XVIII, Section 3 of the Declaration is hereby amended to read as follows:

It is the express intention of the Grantor and the Developer that the interest conveyed to all Owners of Interval Units shall consist of an estate for a stated number of years for certain period(s) of time in each year for a period ending on the Interval Ownership Expiration Date (as defined Article I).

3. 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 May 1st, 2025, which is the date on which the form of Interval Ownership, as applied to the property, shall terminate.

4. 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 ("**Remainder Interest Owners**") of Condominium Units with respect to their ownership of the Condominium property.

5. 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 terminates as contemplated by the Interval Ownership Expiration Date."

6. 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.

7. Article XV. Article XV shall be further supplemented with the following:

B. Interval Ownership Termination

1. The Interval Ownership program shall 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 Units owned by Remainder Interest Owners 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 Board of Administrators shall serve as the Termination Trustee, and in a fiduciary capacity may sell the former timeshare property in any manner and to any person at the Termination Trustee's sole discretion. Owners of Interval Units hereby consent and grant advance approval to any such sale of the former timeshare property by the Termination Trustee after the Interval Ownership Expiration Date, and such approval shall satisfy the requirement under § 93A-69.1(c) of the Timeshare Act for approval 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 Remainder Interest Owners of the former timeshare property subject to partition or sale proportionate to their respective ownership interests.

d. The Termination Trustee must use reasonable procedures to implement the partition or sale of the former timeshare property.

C. Termination Plan; Trustee Appointment; Powers and Duties

1. Concurrently with the termination of the Interval Ownership Program as it pertains to one or more Condominium Units, a Termination Plan shall be adopted by the Termination Trustee, outlining key steps of the transition period and timeshare program termination.

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 in the Termination Trustee's sole discretion, which sales are deemed pre-approved by the Remainder Interest Owners through their approval of this Amendment, in such amounts deemed to be in the best interests of the Association and its Remainder Interest Owners.

b. Carrying out and executing contracts, releases, deeds and related documents.

c. Collecting debts and settling accounts of Owners.

d. Employing agents, attorneys, and professionals to assist with the process.

e. Defending suits and suing in the name of the Association for all sums owing or related to the termination process.

f. Performing acts necessary to maintain or repair property until the disposition is complete.

g. Collecting and receiving 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.

This Amendment shall be effective on the date that a certificate executed by the officers of the Association with the formalities of a deed, together with an attached copy of this Amendment, are recorded in the Watauga County Register of Deeds, North Carolina.

IN WITNESS WHEREOF, the Association, on behalf of itself and to bind all the Unit Owners of the Condominium, has caused this Amendment to be executed by its duly authorized officers, this 25th day of April, 2025.