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4/29/2025

Dear Hiawatha West Owners,

As your Board of Directors, we hope this message finds you well. We are writing to provide important updates regarding the 2025 resort budget, annual maintenance fees, necessary assessments and the financial steps necessary to support the continued reopening and operation of Hiawatha Manor West.

**2025 Budget & Maintenance Fees**

The Board has finalized the proposed budget for 2025. In accordance with Hiawatha West's governing documents, and without a 51% majority vote from the ownership, any increase in annual maintenance fees is limited to 4%, in line with the Consumer Price Index ("CPI"). As a result, this year's fees will reflect that maximum allowable increase. **The maintenance fee for 2025-2026 will be \$624.00 per interval.**

Despite this adjustment, Hiawatha West continues to face a substantial budget deficit. To help close this shortfall, the Association plans to temporarily rent the units/intervals previously identified during the owner survey until they can be sold. These buildings are listed below and in the FAQ section attached to this letter. In order to facilitate this, owners of these identified units who are current on their maintenance fees should execute an agreement that will allow an alternate unit and interval usage. The Board and Lemonjuice, your management company are actively exploring additional options to offset this financial deficit and are committed to try to avoid a special assessment, however a special assessment may be necessary in the future.

**Need for Amendment to Governing Documents**

The biggest obstacle in resolving lies in the current governing documents. Currently, a 75% affirmative vote by duly elected Voting Representatives is required to approve any amendments. Voting Representatives require a 100% vote of owners of each unit for nomination. The ongoing delinquency makes this virtually impossible. This limits the Board's ability to take essential steps, such as removing units, or potentially all units identified for sale from the governing documents. **Your urgent participation is needed. The Board is conducting a vote asking owners to submit their preference of the following:**

- 1) Remove at least 10 buildings from the timeshare plan to allow for sale and distribution. The buildings are: 1, 18, 19, 20, 21, 22, 23, 24, 25, and 26**
- 2) Terminate the timeshare plan in it's entirety, which would allow for the sale and distribution of all Association assets.**

While this vote will not meet the formal requirement under our governing documents, the Hiawatha West Association is working in partnership with Hiawatha East (currently undergoing bankruptcy proceedings) to request that the court recognizes the vote as valid. This allows the Association to move forward while honoring owners' preferences. Included for your review in this package is the 2025 budget. Your maintenance fee statement will be forthcoming.

Please plan on attending the virtual meeting or complete and return the enclosed proxy, requesting your vote. **This proxy is due 5/15 at 6PM, CST, electronic submission is preferred.** Your continued support and engagement are essential during this critical time. The link to the Zoom meeting can be found on the Reimagination Website for ease of joining; please see this link: <https://hiawatharesortwest.info>

**Board of Directors**

*Hiawatha Manor West Resort Association*

## **Frequently Asked Questions**

### **Hiawatha Manor West Budget & Special Assessment**

#### **1. Why are my maintenance fees increasing?**

Maintenance fees are increasing by 4%, which aligns with the Consumer Price Index (CPI). This increase is modest and is permitted under the governing documents without a full owner vote. It helps address rising operational costs while maintaining essential services.

#### **2. How much will I owe in total?**

You will be responsible for 2025–2026 Maintenance Fee: \$624 per interval

#### **3. What happens if I pre-paid Maintenance Fees last year?**

Please contact [HiawathaWestReimagination@lemonjuice.biz](mailto:HiawathaWestReimagination@lemonjuice.biz) to provide proof of payment and to pay the \$24 balance.

#### **4. Didn't owners recently say they didn't want increases or special assessments?**

Yes, we heard that feedback and understand the concern. However, the financial condition of the resort requires immediate action. Without an increase in maintenance fees, we cannot fund the most basic operations like utilities, insurance, and property maintenance.

#### **5. Will the maintenance fee be used for improvements?**

The maintenance fee covers operational expenses such as staffing, insurance, utilities, and routine upkeep.

#### **6. If the resort is sold, will I receive a share of the proceeds?**

If you are an owner in good standing (i.e., all fees are paid and you have not deeded back your interval), you may be eligible for a share of any net proceeds from a potential sale, based on your ownership interest and applicable terms.

#### **7. When will the vote to amend and remove the units happen?**

We are preparing the legal documents and logistics for the vote. You will receive advance notice, a full explanation of the process, and voting instructions in the coming weeks.

#### **8. Who can I contact with questions or for assistance?**

Please reach out to our Owner Support Team at:  
[HiawathaWestReimagined@lemonjuice.biz](mailto:HiawathaWestReimagined@lemonjuice.biz)

We're here to help and are committed to keeping all owners informed and supported throughout this process.

#### **9. Which of the units have been identified to be sold?**

All units in buildings 1, 18, 19, 20, 21, 22, 23, 24, 25, and 26 located on Cochise Trail and White Wolf intersection.

# NOTICE OF SPECIAL MEETING

## HIAWATHA MANOR WEST ASSOCIATION

8007 Cherokee Trail, Crossville, TN 38572

**NOTICE IS HEREBY GIVEN**, in accordance with Article III, Section 4 of the Bylaws of Hiawatha Manor West Association (the "**Bylaws**") and Tennessee Code Annotated §48-57-102, that an annual meeting of the Hiawatha Manor West Association (the "**Association**") will be held on:

**DATE:** May 16, 2025

**TIME:** 11:00 AM CST

**PLACE:** VIRTUAL ONLY

**ZOOM:** <https://us06web.zoom.us/j/86974700834?pwd=21wJa7ttzuWS3a4MFkMYliIV7BTta6.1>

**MEETING ID:** 869 7470 0834

**PASSCODE:** 375774

The purpose of the annual meeting is to consider and vote on proposed amendments to the Declaration of Horizontal Property Regime for Hiawatha Manor West, specifically to vote on either terminating 40 identified units from the timeshare plan or terminating the entire timeshare plan, including distributions to affected owners.

A quorum for this meeting shall be established by the presence in person or by proxy of one-tenth (1/10) of the Unit Owners' total votes, as required by Article II, Section 3 of the Bylaws and T.C.A. § 48-57-203.

If you cannot attend the meeting in person, you may exercise your voting rights through a proxy authorized under Article II, Section 4 of the Bylaws and T.C.A. § 48-57-205. Please complete and return the enclosed proxy form if you wish to designate someone to vote on your behalf.

For further information, please contact  
[HiawathaWestReimagined@lemonjuice.biz](mailto:HiawathaWestReimagined@lemonjuice.biz)

Sincerely,

Gordon Bentley, President  
Hiawatha Manor Association

### AGENDA

- 1) Call to Order
- 2) Proof of Notice of the Meeting
- 3) Roll Call and Certification of Proxies
- 4) Verification of Quorum
- 5) Review and discussion of budget
- 6) Questions and Discussion Regarding Amendment
- 7) Vote on Amendment and
- 8) Voting Results & Discussion
- 9) Adjourn

## PROXY & BALLOT

### HIAWATHA MANOR WEST ASSOCIATION

8007 Cherokee Trail, Crossville, TN 38572

**KNOW ALL BY THESE PRESENTS:** In accordance with Article II, Section 4 of the Bylaws, and T.C.A. §48-57-205, I, the undersigned member of Hiawatha Manor West Association, hereby appoint the person designated below as my proxy to attend and vote on my behalf at the annual meeting of the Hiawatha Manor West Association to be held on 5/16/2025, 2025 at 11:00 AM Central Time, and any adjournment thereof.

Pursuant to T.C.A. §48-57-205(c), this proxy appointment shall be valid for eleven months unless otherwise specified. However, for purposes of this meeting only, this proxy shall be valid only for the above-referenced meeting and any adjournment thereof.

**PROXY:** \_\_\_\_\_

I/We hereby ratify and confirm all that the proxy may lawfully do by virtue of this proxy. This proxy shall automatically cease upon the final adjournment of the meeting for which it is given.

Unit(s): \_\_\_\_\_

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

**BALLOT INSTRUCTIONS:** To vote on the termination of the Condominium, mark the appropriate box below with an "X" to indicate your vote of "YES" or "NO"

**PLEASE SELECT ONLY ONE OPTION.**

☐ I vote to terminate the timeshare plan and sell units in the 10 identified buildings. Owners within those units would receive distribution, less any obligations outstanding for the Association. *The buildings are: 1, 18, 19, 20, 21, 22, 23, 24, 25, and 26*

YES ☐ NO ☐

☐ I vote to terminate the entire timeshare plan, and all buildings at Hiawatha West will be sold, providing all owners to receive distribution, less any obligations outstanding to the Association.

YES ☐ NO ☐

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

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

**Return your proxy no later than [5/15/2025] by 4pm CST.**

Mail: 7380 W. Sand Lake Rd., Suite 130  
Orlando, FL 32819

Email: [HiawathaWestReimagined@lemonjuice.biz](mailto:HiawathaWestReimagined@lemonjuice.biz)

# Hiawatha West

## FY25-26 Proposed Operating Budget

	FY25-26 <u>Budget</u>
<b>Revenues</b>	
Maintenance Dues Income	1,138,800
Reserve/Capital Improvements Assessment	45,625
Rental and Other Income	221,342
Total Revenues	<u>1,405,767</u>

<b>Expenses</b>	
Utilities and Other Services	256,654
Property Repairs and Maintenance	97,716
Unit Expense	30,790
Automobile Expense	5,448
Payroll	217,105
General and Administrative	64,027
Recreation	8,012
Insurance	270,057
Taxes	28,224
Property Management Fees	75,000
Accounting Fees	24,000
Dues Servicing Expense	36,385
P.O.A Fees	64,387
Depreciation Expense	23,837
Allowance for Bad Debt (Non Paying Owners)	888,319
Total Expenses	<u>2,089,962</u>

<b>Net Income/(Loss)</b>	<u><u>(775,445)</u></u>
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	FY25-26 <u>Dues</u>	FY24-25 <u>Dues</u>
<b>Maintenance Dues Income (Operations)</b>	<b>624</b>	<b>600</b>

Hiawatha West  
2025-2026 Proposed Operating Dues

Total Intervals		2024 Dues	2024 Fees per week	2025 Proposed Fees	2025 Proposed Fees per week	2024-2025 variance, \$	2024-2025 variance, %
1825	Maintenance Fees	1,095,000	600	1,138,800	624	24	4%