

January 29, 2020

Dear Hawks Nest Board of Directors:

Below is the section of the Hawks Nest Declaration of Condominium that sets forth procedures that control how we must deal with the situation in which we find ourselves. Some unnecessary language has been redacted to make it an easier read.

Declaration Of Condominium

XIV.

Insurance Provisions

6. **“Very Substantial” Damage:** “...shall mean loss or damage whereby three-fourths (3/4ths) or more of the total unit space in the Condominium is rendered untenable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage...becomes payable. Should such “very substantial” damage occur, then:

- a. “...the Association shall obtain reliable and detailed estimates of the cost of repair and restoration thereof.”
- b. “...the Board of Directors of the Association shall ascertain as promptly as possible the net amount of insurance proceeds available for restoration and repair.”
- c. “Thereupon, a membership meeting shall be called by...the Board of Directors of the Association to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the termination of the Condominium, subject to the following:”
 - i. “If the net insurance proceeds available for restoration and repair are sufficient to cover the cost thereof, so that no special assessment is required, then the condominium property shall be restored and repaired, unless two-thirds (2/3rds) of the total votes of the members of the Association shall vote to terminate this Condominium....”
 - ii. “If the net insurance proceeds available for restoration and repair are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the total votes of the members of the Association shall vote against such special assessment and to terminate this Condominium, then it shall be terminated....”
 - iii. “In the event any dispute shall arise as to whether or not “very substantial” damages has occurred, it is agreed that such a finding made...by the Board of Directors of the Association, shall be binding upon all unit owners.

These are some issues that need be answered:

1. Has the Board determined that “Very Substantial” damage has occurred? If so, on what date?
2. Have “reliable and detailed estimates of the cost of repair and restoration” by a qualified expert been obtained? If not, it should immediately be obtained. Before any meeting is called to vote on how we proceed, the Owners must receive that information. We ask that this be provided to all owners immediately at the conclusion of the arbitration process and settlement.

3. Before any such meeting the Owners will need to know the final net amount of insurance that we have to use for “repair and restoration”. We ask that this be provided to all owners immediately at the conclusion of the arbitration process and settlement
4. Will we need a quorum for any such meeting? If so, what will constitute a quorum?
5. Will the majorities required in i. and ii. above be based upon the total number unit owner votes cast or upon the total number of units (i.e. 1456)
6. How will the unit weeks that are owned by the Association be treated in any such vote?
7. Will the votes essentially be treated as in an election?
8. How, when and where will votes be counted? Written procedures must be developed and a document explaining the ballots should be developed and provided to the owners as a part of the voting process?.
9. Items 4, 5, 6, 7 and 8, should be answered by a qualified Florida licensed timeshare condominium attorney. The law firm of Lobeck and Hanson in Sarasota, Florida is so qualified and is still legal counsel for the Hawks Nest based upon a Retainer Agreement entered into in December 2016. The Owners should receive the written answers to these questions on the law firm’s letterhead prior to the meeting and prior to voting. We would further ask that the law firm develop a written document listing ALL required timelines and considerations owners should be aware of 30 days prior to voting so as to be fully informed on the consequences of their votes.
10. What is the current balance of the Hawks Nest cash on hand?
11. The Owners will also need to know the amount of ongoing expenses that the Hawks Nest is required to pay going forward, thus reducing our cash on hand.
12. Immediately upon conclusion of the arbitration ruling, please provide a detailed report on the conclusions of said conference.
13. We also ask that the following be provided to all owners immediately at the conclusion of the arbitration process and settlement and a copy posted to the Hawks Nest website:
 - a. A copy of the wind claim as filed by Keys Consulting.
 - b. A copy of the contract between Keys Consulting and the Hawks Nest.
 - c. All property appraisals (pre and post storm values) obtained by the Hawks Nest.
 - d. Engineering report provide by ACG Engineering.
 - e. Any estimate of costs to reconstruct a five-story building and the source of said estimate, assuming that we would be allowed to rebuild such.
14. Once the course of action has been determined, we would request that the Board publish the expected steps and a timeline for said activities to conclude the activities related to Hurricane Irma.

This is the most significant event in the life of the Hawks Nest and the owners listed below, on behalf of all owners, request that the Board of Directors take immediate steps to provide information, as requested, to all owners to aid in their decision making on this critical time.

WEEKS OWNED	NAMES	WEEKS OWNED	NAMES
1	Robert & Connie Allen	2	Clifford & Kim Arntzen
2	William & Nancy Azzolini	1	William & Victoria Barfield
2	James & Virginia Berg	1	Kristian Bie

WEEKS	NAMES
OWNED	
3	Sandra Bienick
1	Marcel Briche
2	Robert & Linda Brown
2	William & Arlene Buhlert
4	Jan Chase
1	Kathleen Patti Chase
2	Stanley & Harriet Chase
2	Kathleen A. Clausen
2	Michael & Michelle Connatser
1	Pam & Jerry Denault
8	Charles & Colleen DeSmidt
2	Keith & Barbara Dobbs
1	David & Mary A Fischer
4	Tim & Tracy Fischer
5	Susan Fleming
1	Karen Folsom
9	Travis & Kaylee Frederick
4	Gary & Pearl Galley
2	Nancy Gates
1	Alice & Dana Goldberg
3	R. Hawkins & W. Dorne
3	Catherine Helms
4	Scott & Kim Hetzinger
10	Robert & Susan Hogg
2	Roy Hughes
2	Lew & Lisa Kaplan
1	Frank & Susan Kiefer
8	Tim & Laura Kolnik

WEEKS	NAMES
OWNED	
2	Gerald & Elaine Braverman
3	Deborah Briggs
2	Thomas & Susan Brust
2	Bob Butts
1	Carolyn Sue Chase
3	Stanley Chase III
5	Timothy Chase
2	Charles & Gayle Compton
1	Alden & Nancy Corley
1	Barbara Deppner
2	James & Deborah Dobbs
1	Paul & Claudia Feeny
1	Ryan & Heather Fischer
1	Bridget Fleming & Keith Bridge
1	Scott & Cynthia Folderauer
4	Patrick & Margaret Frasher
3	Charles, Carolyn & Glen Frye
2	Kurt D. & Mary Ann Gardinier
3	Janice Gennari
2	Cathy Crim Hall
2	Robert & June Hayden
1	Donald & Barbara Hess
1	Charles James Hevey
2	Richard & Stacy Holmes
4	Kathie Jandron
1	Steve & Toy Keller
1	Joe Koinik
2	Kirk & Cindy Kujawski

WEEKS	NAMES
OWNED	
2	Sanjeev Kumar
2	Lowell & Kristen Ladd
1	Henry & Eileen Lillis
2	William & Joan Malarkey
4	Sarah Jane Madden McCrae
2	Dianne & Thomas McKenna
6	Kristina, Terry & Randy Meyers
1	Rob & Anna Mizelle
1	Jason Moos
2	Matthew & Stacey Mulholland
1	Bruce & Kathy Ortman
1	George & Susan Poncy
2	Karen, James & Lindsay Rehl
4	Patrick L. Roe
1	Patricia Ross
1	Richard Schwartz
2	Janice Shabro
2	Joanne Stroud
3	Charles & Barbara Weidner
3	Richard & Sherry Wiegand
2	Robert A. Wright

WEEKS	NAMES
OWNED	
1	Aaron Ladd
3	Charles & Faye Lea
1	David & Nicole Livingston
2	Carl & Paula Maury
1	Amy & David McKay
1	Dr. James & Paula Metts
2	Suzanne Miller
1	Barry Moos
2	Louis Morse
3	Laura Nettleton & Howard West
3	Lee & Karen Petillo
2	Sandra Pulli
2	William & Donna Ricker
2	Michael & Tammy Rosendale
1	Scott Schaeffer
1	Paul & Diane Seck
1	Barbara Shields
2	Jerry & Lynne Warren
1	Dr. Steve & Mary West
3	William Williams III
4	Roxanne Zarmsky, M.D.