



BY-LAWS

CLARCONA



DECEMBER 1, 2016

CLARCONA CONDOMINIUM ASSOCIATION
3000 CLARCONA RD SUITE 201A APOPKA, FL 30703

Page 0 of 21

~~With amendments adopted by unit owner vote on March 05, 2016~~

March 5, 2016

10/17/16 copy

purchased Units ("Units"). There shall be one (1) membership for each Unit in (the PARK). It is hereby declared to be the policy of the Association that The Unit owner own the exclusive right of possession to the Unit.

Section 2. The Resort. The Park is intended as a fulltime community owned by "DEED" holders of the Association. Who shall have the exclusive use of a Unit. All activities in the Park and the use of the unit shall be governed by the Codes of Orange County, Florida and the 718 Condominium Act pertaining to Condominium Associations.

Section 3. Non-member tenants. Non-member tenants shall be those who "rent" from the association members and or" rent" from the Association Owned Units. And those who are buying on contract from the Association owned units.

Section 4. Annual Meeting. The annual meeting of the Unit Owners shall be held on the second Saturday in December of each year at 11am. Business transacted at the annual meeting shall include the election of Directors of the Association, along with any other business listed on the AGENDA.

Section 5. Place. Meetings of Unit Owners shall be held in the Park at 3000 Clarcona Rd Apopka, Florida 32703.

Section 6. Notice of Unit Owner Meetings. Written notice of Annual Meetings stating the place, day and hour of the meeting, incorporating an identification of agenda items and the purposes for which the meeting is called, shall be delivered not less than 60 days prior to the meeting for the first notice and not less than fourteen (14) days for the second notice and by mail or by personal hand delivery or by electronic transmission [(718.112(4)(A)and shall be deemed to be delivered when deposited in the United States mail or personally or sent by electronic transmission and addressed to the Unit Owner at his or her address as it appears on the membership books of the Association, with postage thereon prepaid, except that notices sent to Unit Owners known to be part-time residents of the Park shall be sent to their other official address as shown in the records of the Association. Part-time residents shall keep their other official residence address or their electronic address on file with the Secretary and when they are not at their Park address, their notices shall be sent to their other official address. A Unit Owner may waive in writing his or her right to receive mail delivery of notices of meetings. Written waivers shall be kept on file by the Secretary of the Association. Notice of all Unit Owner meetings must be posted in a conspicuous place on the Park property at least fourteen continuous (14) days before all such meetings. An Officer of the Association shall provide an affidavit affirming that the notices were mailed or hand delivered or sent by electronic transmission according to the provisions of this Article to each member at the address last furnished to the Association.

Section 7. Closing of Membership Books and Fixing Record Date. To determine the Unit Owners entitled to notice of or to vote at any meeting of Unit Owners or any

Owner may tape record or videotape meetings of the Unit Owners provided they are not disruptive.

Section 10. Unit Owners Quorum and Voting. A majority of the Units entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Unit Owners. If a quorum is present, the affirmative vote of the majority of the Units represented at the meeting and entitled to vote shall be the act of the Unit Owners unless otherwise provided by law. After a quorum has been established at a Unit Owners' meeting, the subsequent withdrawal of Unit Owners, so as to reduce the number of Unit Owners entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof

Section 11. Voting of Units. Each Unit Owner entitled to vote in accordance with the terms and provisions of the Articles of Incorporation and these Bylaws, shall be entitled to one (1) vote for each Unit owned by such Unit Owner. Units that have more than one (1) owner with different last names on the recorded deed, or a Corporation must have a "Voters Certificate" on file in the Association office.

A). If a Condominium Unit is owned by more than one (1) person, his right to vote shall be Established by the record of "DEED" to the unit. If a Condominium is owned by more than one (1) person, the person entitled to cast the vote for the unit shall be designated in a "Voters Certificate signed by all the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the unit for the corporation shall be designated in a "Voters Certificate" for this purpose. Signed by the President or Vice President and Attested to by the Secretary or the Assistant Secretary of the corporation and filed with the Secretary of the Association. The person designated in the "Voters Certificate" who is entitled to cast the vote for the Unit shall be the Voting Member. (If such a certificate is not on file with Secretary of the Association for the unit owned by more than one (1) person or by a corporation , the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, unless said Unit is owned by a husband and wife. Such "Voters Certificates" shall be valid until revoked, or until superseded by a subsequent "Voters Certificate" or until a change occurs in the ownership of the Unit concerned. If a Condominium Unit is jointly owned by a husband and wife the following three (3) provisions are applicable thereto;

11.B1: They may, but they shall not be required to, designate a Voting Member.

11.B2: If they do not designate a Voting Member, and if both are present at a Meeting and are Unable to concur in their decision upon any subject requiring a vote they shall lose their right to vote on that subject at that Meeting. (As previously provided, the vote of a Unit is not divisible).

11.B3: Where they do not designate a Voting Member, and only one is present at a meeting, the Person present at the Meeting may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

Section 12. Proxies. Except as specifically otherwise provided herein, Unit Owners may not vote by general proxy but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Florida Division of Land Sales, Condominiums and Mobile Homes (the "Division"). Limited and general proxies may be used to establish a

without prior notice and without a vote, if consent in writing, setting forth the action so taken, shall be signed by the holders of Units having not less than the minimum number of votes that would be necessary to authorize, or take such action.

ARTICLE III - DIRECTORS

Section 1. Function. All corporate powers shall be exercised by or under the authority of, and the business and affairs of this Association shall be managed under the direction of the Board of Directors.

Section 2. Qualifications. All members of the Board of Directors shall be recorded Unit owners. If a Unit is owned by more than one person, including a husband and wife, only one of the joint owners shall be entitled to hold office as a Director or Officer of this Association at any one time. A director shall not be an employee of the Association. (To avoid conflict of interest).

Section 3. Compensation. The Unit Owners, by majority vote, shall determine the rate of compensation, if any, for the Directors and Officers. However, the members of the Board of Directors shall be entitled to reimbursement for any reasonable expenses incurred in the performance of their duties.

Section 4. Duties of Directors. The Directors shall have a fiduciary relationship to the Association. A Director shall perform his duties as a Director, in good faith, in a manner he reasonably believes to be in the best interests of the Association, made with such care as an ordinarily prudent person in a like position would use under similar circumstances. In performing his duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

- (a) one or more officers or employees of the Association whom the Director reasonably believes to be reliable and competent in the matters presented,
- (b) counsel, public accountants or other persons as to matters that the Director reasonably believes to be within such person's professional or expert competence, or
- (c) a committee of the Board upon which he does not serve, duly designated in accordance with a provision of the Articles of Incorporation or the Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.
- (d) to employ, dismiss and control the personnel necessary for the maintenance and operation of the project and the common area's and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals as the

first notice of the date of the election. Not less than fourteen (14) days before the election, the Association shall mail a second notice of election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates, an agenda, and any candidate information sheets.

Section 11. Candidacy. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before a scheduled election. Upon the request of a candidate, the Association shall include an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days prior to the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be paid by the Association. The Association disclaims and shall have no liability for the contents of the information sheets provided by the candidates.

Section 12. Vacancies. Any vacancy occurring in the Board, including any vacancy created by reason of an increase in the number of Directors, shall be filled by the remaining Directors, who shall appoint such replacement Director or Directors as are necessary to fill any Vacancies. A Director so elected will serve until the next annual meeting when a replacement Director shall be elected in the manner provided by these Bylaws who shall serve the remainder of the unexpired term. A vacancy can also be filled **by the Unit Owners, with twenty (20) percent of the voting interest calling in writing to fill vacancies on the Board of Directors.**

Section 13. Recall and Removal of Directors. Any Director or the entire Board of Directors may be removed, with or without cause, by a vote or agreement in writing of a majority of all Unit Owners then entitled to vote at an election of Directors. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ^{Twenty} ~~ten~~ percent (20%) of the Unit Owners giving notice of the meeting as required for a meeting of the Unit Owners and stating the purpose of the meeting.

(a) If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall shall be effective as provided herein. The Board of Directors shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled immediately and shall turn over to the Board within five (5) full business days any and all records of the association in their possession, or shall proceed as set forth in paragraph (c) below.

(b) If the proposed recall is by an agreement in writing by a majority of all voting interests, the agreement in writing shall be served on the association by certified mail, or by personal service in the manner authorized by Chapter 48, Florida Statutes. The Board of Directors shall duly notice and hold meeting of the Board within five (5) full business

to all BOARD OF DIRECTORS five (5) business days prior to said meetings. All Board of Directors meetings shall be open to all Unit Owners and notice shall be posted in a conspicuous place on the Park property at least forty-eight (48) continuous hours before each meeting. Any Unit Owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association may adopt reasonable rules governing the duration and manner of Unit Owner statements.

- a) **Waiver and Consent:** Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Articles of Incorporation, or of these Bylaws, to be taken in connection with any action of the Association the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held consent in action in writing to such action being taken.

Section 17. Notice. Except in case of emergency, written notice of the time and place of meetings of Directors shall be given to each Director either by personal delivery or by mail, telegram or cablegram or electronic transmission five (5) business days before and by notice posted in a conspicuous place in the Park at least forty-eight (48) continuous hours before the meeting. The business to be transacted at or the purpose of any special meeting of the Directors shall be specified in the notice.

(a) Notice of any meeting at which assessments against Unit Owners are to be discussed for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

(b) The Board of Directors shall mail a meeting notice and copies of the proposed annual budget of expenses to the Unit Owners at their last known address, not less than thirty (30) days before the meeting at which the budget will be considered. A copy of the budget shall be posted in a conspicuous place in the Park and written notice of the time and place of the budget meeting shall be delivered to each Unit Owner 30 days before such meeting.

(c) Any item not included on the notice may be taken up on an emergency basis by an affirmative vote of at least a majority of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

Section 18. Bids: Expenditure Limitation. All contracts for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes, and all contracts for services, including employee contracts, shall be in writing. Any such contract which requires payment by the Association in amount in excess of \$100.00 dollars shall be submitted to competitive bids for such materials, equipment or services. However, the Association shall not be required to accept the lowest bid.

THE VICE PRESIDENT shall preside in the absence of the President and perform the duties of the President in the event of his absence or disability. In the event more than one Vice President is elected, the Vice Presidents shall serve in the capacity of the President in the order designated at the time of their election. Any Vice President may sign with the Secretary and shall perform such other duties as may be assigned from time to time by the President or Board of Directors.

THE SECRETARY shall:

- (a) have custody of, and maintain, all of the Association records except the financial records.
- (b) record and keep the minutes of all meetings of the Unit Owners, Board of Directors, and any committees, in one or more books provided for that purpose.
- (c) keep and maintain the membership books of the Association, including a register of the mailing address, of each Unit Owner.
- (d) see that all notices are duly given in accordance with these bylaws or as required by law.
- (e) keep and maintain the seal of the Association and see that the seal affixed to all documents is duly authorized for execution under seal on behalf of the Association.
- (f) sign with the President, or a Vice President, new DEEDS the issuance of which have been authorized by the Board of Directors.
- (g) perform all duties incidental to the office of Secretary and such other duties as may be assigned to the Secretary from time to time by the Board of Directors.

All official correspondence of the corporation shall be referred to the Secretary who shall maintain a file of such correspondence at the corporation office.

THE TREASURER shall:

- (h) be responsible for the custody of all of the funds and financial records of the Association.
- (i) receiving and giving receipts for money due and paid to the corporation from any source whatsoever.

ARTICLE VII - FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January in each year.

ARTICLE VIII - CORPORATE SEAL

The Directors shall provide a corporate seal that shall be circular in form and shall have inscribed thereon the name of the Association, state of incorporation, year of incorporation and the words "corporate seal."

ARTICLE IX - RULES AND REGULATIONS

Rules and Regulations, shall be established by the "Board of Directors", and as they may be amended by them from time to time, are hereby declared to be a part of these Bylaws, and shall bind all Unit Owners and tenants. Rules and Regulations also may be adopted or amended by the vote of ^{Ten} ~~Ten~~ percent (10%) majority of those entitled to vote at any duly noticed Unit Owner meeting at which there is a quorum. Rules and regulations adopted or amended by a vote of the majority of Unit Owners entitled to vote at a meeting at which there is a quorum shall not thereafter be amended by the Board of Directors without the vote of the Unit Owners unless such amendments are made solely for the purpose of complying with the requirements of law. All Rules and Regulations established herein must comply with all state and federal statutes.

ARTICLE X - AMENDMENT

These Bylaws may be repealed or amended, and new bylaws adopted by a ^{Twenty} ~~Ten~~ percent (10%) majority vote of the Unit Owners at an annual meeting or a special meeting called for that purpose. Text of the proposed change shall be posted in a conspicuous place in the Park at least four weeks before the called meeting. No bylaw shall be revised or amended by reference to the title or the number alone. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that the above procedure would hinder understanding of the proposal, it is not necessary to use the above procedure. Instead, the following notation must appear immediately preceding the proposed:

a). Any amendments or changes to the By-Laws are required to recorded in Orange County to be LEGAL. Reference to the 718.

ARTICLE XI - BUDGET

days of delivery of such application to the Board. The Notice of the Special Meeting of the Unit Owners must state that the purpose of the meeting is to consider the proposed assessment and for a possible recall and removal of some or all of the members of the Board of Directors. At the special meeting, Unit Owners may consider and enact a revision of the budget or recall any or all members of the Board and elect their successors. In determining whether assessments exceed 115 percent of similar assessments for prior years, any authorized provisions for reasonable reserves for repair or replacement of Association property, anticipated expenses by the Association that are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Association property shall be excluded from computation.

Section 5. Financial Report. Within 60 days following the end of the fiscal year or calendar year, or annually on such date as is otherwise provided in the Bylaws of the Association, the Board of Directors of the Association shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles (GAAP). The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications including, but not limited to: costs of security, professional and management fees and expenses, taxes, costs for recreational facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administrative and salary expenses, and reserves for capital expenditures, deferred maintenance, and any other category for which the Association maintains a reserve account or accounts.

ARTICLE XII - COSTS AND ASSESSMENTS

Section 1. Assessments. All assessments shall be made monthly in amounts sufficient to provide funds in advance for payment of all anticipated current operating expense and for all unpaid operating expense previously incurred and collected monthly and shall specify what portion is to cover debt retirement and what portion is to cover maintenance and other costs.

And to fund Reserves for the cost of repairing and or replacing the common elements, **Limited common elements**, equipment, Insurances and so forth.

Assessments shall be paid monthly. When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Unit owner a statement of said Unit owner's assessment. All assessments shall be payable to CRCA.

If a Unit owner shall fall thirty (30) days in arrears of monthly assessments the Board of Directors may accelerate the monthly assessment remaining for the fiscal year, upon notice thereof to the Unit owner, and upon notice to the unit owner, the unpaid balance of the monthly assessments shall become due

members nor persons residing in a board member's household. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the committee does not agree, the fine or suspension may not be imposed.

4). If a unit owner is more than ninety (90) days delinquent in paying a fee, fine or other Monetary obligation due to the association, the association may suspend the right of the unit owner or the unit's occupant, licensee, or invitee to use common elements, common facilities, or any other association property until the fee, fine, or monetary Obligation is paid in full. This subsection does not apply to the unit, utility services provided to the unit, parking spaces, or elevators. The notice and hearing requirements Under subsection three (3) do not apply to suspensions imposed under this section.

Note: For complete reading of these Statues please see attachments.

Section (2). Negligence or Carelessness of Unit owner, Etc....,

All Unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness, or by that or any member of his family, or his guest, employees, agents or lessees, but only extent that such expense is not met by the proceeds or insurance carried by the Association, if any. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required, as provided in this section, shall be charged to said Unit owner as a specific item which shall be a lien against said Unit owner with the same force and effect as if the charge were a part of the common expense. Said lien shall be subordinate to the lien of any institutional first mortgage on a given Condominium Unit.

Section (3). Costs and Attorneys' Fees:

In any proceeding brought by the Association, or any other Unit owner to enforce The provisions of the Declaration, these Bylaws any rules and regulations promulgated Thereunder or the Condominium Act, arising because of an alleged default by a Unit owner, the prevailing party shall be entitled to recover the cost of the proceedings and Such reasonable attorney fees as may be determined by the court.

ARTICLE XIII - ARBITRATION

Internal disputes arising from the operation of the Cooperative shall be subject to mandatory non-binding arbitration in accordance with Chapter 718, Florida Statutes, as it may be amended from time to time.

ARTICLE XIV - USE OF PRONOUNS

Wherever used in this document, the singular shall include the plural, and the masculine gender shall include the feminine, and vice-versa, regardless of the terminology stated herein.

ARTICLE XV - CAPTIONS AND SECTIONS NUMBERS

The captions, section numbers and index appearing in these Bylaws are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of these Bylaws, nor in any way affect their terms.