

Prepared by: Stephanie J. Subocz
Ocoee HOA Secretary

BYLAWS FOR
OCOEE MOUNTAIN CLUB HOA, INC.

ARTICLE I

NAME

The following provisions shall constitute the Bylaws of OCOEE MOUNTAIN CLUB HOA, INC., ("The Bylaws"), a corporation (the "Association"), which shall, along with the provisions of the Charter of the Association (the "Charter"), the Declaration of Covenants and Restrictions for OCOEE MOUNTAIN CLUB HOA, INC., as may be amended from time to time (the "Declaration"), and the rules and regulations adopted by the Board of Directors of the Association (the "Board"), govern the administration of OCOEE MOUNTAIN CLUB HOA, INC., a residential development (the "Development"), and the real property in the Development owned by the Association (the "Common Properties"). The terms in these Bylaws (unless otherwise defined, shall have the same meaning as the terms defined in the Declaration for this Development.

ARTICLE II

OFFICES

The principal office of the Association shall be located at Mountain View Circle in Ocoee, TN 37361 or at such other place either within or without the State of Tennessee, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

ARTICLE III

PURPOSES

The purpose of this Association shall be to provide for the establishment of a residents' association for the government of the Development in the manner provided by the Charter, the Declaration and these Bylaws. The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Charter, the Declaration, or these Bylaws but incidental to the stated aims and purposes; provided that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Charter. All present or future owners or tenants, or their employees, or any other person who might use the facilities of the Development in any manner, shall be subject to the covenants, provisions or regulations contained in the Declaration and these Bylaws, and shall be subject to any restriction, condition or regulation hereafter adopted by the Association.

ARTICLE IV
ASSOCIATION

4.01 Membership:

Every person or entity who is a recorded member of a fee simple interest or an individual fee and simple interest in any lot which is subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be a Member of the Association. Membership shall be automatically transferred to the new Member upon the conveyance of any Lot or recording of the deed of conveyance in the Register's Office of Polk County, Tennessee. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment.

4.02 Voting Rights:

- (a) Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 4.01. When more than one person holds such interest in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot. When one or more co-owners sign a proxy or purports to vote his or her co-owners, such vote shall be counted unless one or more of the co-owners is present and objects to such vote, or if not present, submits a proxy or objects in a written instrument delivered to the Secretary of the Association before the vote is counted. If co-owners disagree as to the vote, each co-owner will be entitled to a fractional vote equal to the fraction of ownership.
- (b) A member held not in good standing with the Association shall be prevented from voting if he or she has not paid their annual assessment or any special assessment(s) or is in conflict with any of the covenants for at least eighty-nine (89) days prior to the time of voting.

ARTICLE V
THE BOARD OF DIRECTORS

5.01 Board of Directors:

The administration of the Development and Common Properties on behalf of the Association shall be conducted by a Board of Directors ("Board") which shall consist of a minimum of three natural persons of legal age, each of whom, at all times during membership on the Board, shall be a Member, a member of the household, or a Member, or the nominee of an entity, other than a natural person, which is a Member.

5.02 Election:

At each annual meeting, the Association shall elect those members of the Board as required under Section 5.01 who shall serve the terms set out in Section 5.03. The Board elected shall serve until the next annual meeting of the Association held thereafter. At least thirty (30) days prior to any annual meeting of the Association, the Board shall appoint from the Association a Nominating Committee of not less than two (2) Members (none of whom shall be members of the Board). Nomination for a position on the Board may also be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by five (5) or more Members and by the nominee named therein indicating his willingness to serve as a member of the Board, if elected. The Nominating Committee will tally all votes received prior to the meeting along with votes taken at the meeting in combination with the proxies received, give their findings to the presiding Officer of the Board of such meeting, who shall therefore give notice of the findings.

5.03 Term:

Members of the Board shall serve for a term of two (2) years. The members of the Board shall serve until their respective successors are duly elected, receive proper turnover and qualified, or until their death, resignation or removal.

5.04 Resignation and Removal:

Any member of the Board may resign at any time by giving written notice to the President or the remaining Board members. Any member of the Board may be removed from membership on the Board by the approval of sixty-seven percent (67%) of the votes of those Members of the Association who are in attendance or represented at any annual or special meeting duly called for such purpose, except that a vacancy on the Board shall be deemed to exist in the event of the death of a Board member, the disability of a Board member which, in the opinion of a majority of the members of the Board, renders such Board member incapable of performing Board duties, or in the event a Board member

shall cease to be a Member. Whenever there shall occur a vacancy on the Board for any reason, the remaining Board members shall elect a successor member to serve until the next annual meeting of the Association or until a special meeting is called for filling vacancies, at which time said vacancy shall be filled by the Association for the unexpired term, if any.

5.05 Compensation:

The members of the Board shall receive no compensation for their services unless expressly authorized for by the Members of the Association, but they shall be reimbursed for reasonable expenses incurred by them in the performance of their duties.

5.06 Powers and Authority of the Board:

The Board, for the benefit of the Members of the Association shall enforce the provisions of the Declaration, those Bylaws, and the Rules and Regulations governing the Common Properties. Subject to any provision herein, the Board shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expense of the Association:

- A. Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility service for the property.
- B. The services of a person or firm to manage its affairs (herein called "Manager"), to the extent deemed advisable by the Board, as well as such other personnel as the Board shall determine shall be necessary or proper for the operation of the Common Properties, whether such personnel are employed directly by the Board or are furnished by the Manager. All persons employed to manage or assist in the management or maintenance of the Common Properties shall be employed for successive periods not exceeding a three (3) year term in each period. The Board may delegate any of its duties, powers or functions relating to the daily administrative affairs of the Association to any person or firm designated by the Board to act as a Manager.
- C. The services of a person or firm to provide security for the Development to the extent and in such manner (fixed or roving or a combination thereof) as allowed by law and as determined by the Board to be necessary and proper.
- D. Legal and accounting services necessary or advisable in the operation of the Common Properties and the enforcement of this Declaration, these Bylaws, and any Rules and Regulations made pursuant thereto.
- E. Officers and Directors Liability Insurance covering the Officers and Directors of the Association acting in such capacity.

- F. Painting, maintenance, repair, replacement and landscaping of the Property. The Board shall also have the exclusive right from time to time to acquire and dispose of by sale or otherwise and without the necessity of approval by any Member, furnishings and equipment and other personal property for the Property and to provide maintenance, repair and replacement thereof.
- G. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Board is required to secure or pay for pursuant to the terms of the Declaration, these Bylaws or any Rules or Regulations promulgated hereunder or which, in its opinion, shall be necessary or advisable for the operation of the Common Properties or for the enforcement of the Declaration, these Bylaws, or the Rules and Regulations

The Board shall have the exclusive right to contract for all goods, services, including security personnel, and insurance, payment for which is to be made a common expense. The provision shall not be construed to prohibit the Board from delegating such authority to the Manager as it deems proper.

5.07 Additional Powers of the Board:

The Board shall have the right to acquire, operate, lease, manage, mortgage and otherwise trade and deal with the property as may be necessary or convenient in the operation and management of the Property, and in accomplishing the purposes set forth herein. The Board or any managing agent or entity designated by the Board shall be deemed the agents of the Members and as such shall manage, maintain and improve the Property and also collect, conserve, allocate and expend money received from the Members in a manner consistent with such agent's relationship and in conformity with this Declaration, these Bylaws and the Rules and Regulations.

5.08 Meetings of the Board:

Meetings of the Board shall be held at such places within the State of Tennessee as the Board shall determine. Two (2) members of the Board shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Board. Meetings of the Board shall be chaired by the President of the Association and the minutes shall be recorded by the Secretary of the Association, whether said Secretary is a member of the Board or not. The Board shall annually elect all of the officers set forth in Section 6.05 hereof. The meeting for the election of officers shall be held at a meeting of the Board to be held immediately following the annual meeting of the Association. Any action required to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action so taken, signed by all members of the Board.

5.09 Special Meetings:

Special meetings of the Board may be called by the President of the Association or by any two (2) Board members.

5.10 Notice of Meetings:

Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. Such notice need not specify the purpose for which the meeting is called. If an agenda is prepared for such a meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

5.11 Waiver of Notice:

Any member of the Board, may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

5.12 Notice of Election:

After election of the Board to succeed the previous Board, the Secretary of the Association shall execute and, where desirable, acknowledge and record a certificate stating the names of all of the members of the then Board, provided, that, in the event of the disability or other incapacity of the Secretary, the President of the Association shall be empowered to execute the aforesaid certificate. The certificate shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

5.13 Fiscal Year:

The fiscal year of the Association shall be determined by the Board.

5.14 Special Committees:

The Board, by resolution duly adopted, may designate special committees, including without limitation an Architectural Review Committee, each committee to consist of two (2) or more Members appointed by the Board. Such Special Committee(s) shall keep regular minutes of their proceedings and report the same to the Board when required. The Board may appoint Members to fill vacancies on Special Committees. No Committee or Committee Member shall be empowered to make any decisions. All final decisions are issued by the Board.

5.15 Rules and Regulations:

The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing the details of the operation and use of the Property and setting forth restrictions on, and requirements respecting the use and maintenance of the Property.

5.16 Limitations on Capital Additions, Etc.

The Board shall authorize no structural alterations, capital additions, to or capital improvements of the Property, any of which require an expenditure in excess of Five Thousand Dollars (\$5,000.00) without approval of a majority of the votes of those Members who are present or represented at any annual or special meeting of the Association duly called for such purpose; provided however, that the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Property as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency exists which should be corrected before a meeting of the Association could be reasonably called and held.

5.17 Failure to Insist on Strict Performance Not Waiver:

The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms covenants, conditions or restrictions in the Declaration of these Bylaws, or the Rules and Regulations or to exercise any right or option herein contained, or to serve any notice or to institute an action shall not be construed as a waiver or a relinquishment, for the future, or such term, covenant, condition, or restriction, right, option or notice; but such term, covenant, condition or restriction, right, option or notice shall remain in full force and effect.

ARTICLE VI

THE ASSOCIATION, MEETINGS, OFFICERS, ETC.

6.01 Quorum:

The presence in person or by proxy at any meeting of the Association of fifty percent (50%) of the Members, in response to notice to all Members properly given in accordance with Sections 6.02 or 6.03 of these Bylaws, as the case may be, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association upon the affirmative vote of Members entitled to cast a majority of the votes which are represented at such meeting.

6.02 Annual Meeting:

There shall be an annual meeting of the Association on the first Monday of February at 6:00 p.m. or at such reasonable place or other time (but not more than sixty (60) days before or after such date) as may be designated by written notice by the Board delivered to the Members not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to the annual meeting, the Board may furnish to the Members: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses of the coming fiscal year with the estimated allocation thereof to each Member; and (2) a statement of the Common Expenses itemizing receipts, and disbursements for the previous and, if then available, for the current fiscal year, together with the allocation thereof to each Member.

6.03 Special Meeting:

Special meetings may be called by a majority of the Board, delivered to all Members in writing not less than fifteen (15) days prior to the date fixed for said meeting. The notice shall specify the date, time and place of the meeting, and the matters to be considered.

6.04 Parliamentary Rules:

Robert's Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with these Bylaws or other such rules adopted by the Board.

6.05 Officers:

The officers of the Association shall be President, Vice President, Secretary and Treasurer. Each officer shall be required to be a Member of the Association and the President and Vice President must be a member of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. In the event an office becomes vacant due to an officer ceasing to be a Member, or due to the death or disability of an officer, or for any other reason the Board shall immediately name a successor to that officer to serve out the remainder of the term. The Board may at its discretion, require that officers be subject to fidelity bond coverage.

A. President:

The President shall be the chief operating officer of the Association and shall preside at all meetings of the Association and of the Board and may exercise the powers

ordinarily allocable to the presiding officer of an association, including the appointment of committees. He shall have the authority and power to execute on behalf of the Association contracts, notes, bonds, mortgages, deeds of trust, security deeds, leases, waivers of liens and other documents and instruments arising in the ordinary course of business.

B. Vice-President:

In the absence or inability of the President, the Vice-President shall perform the functions of the President.

C. Secretary:

The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded.

D. Treasurer:

The Treasurer shall be responsible for the fiscal affairs of the Board and the Association but may delegate the daily handling of funds to the Manager and accounting to accountants selected by the Board.

ARTICLE VII **LIABILITY AND INDEMNIFICATION**

7.01 Liability of Members of the Board and Officers:

The members of the Board, the officers and any agents and employees of the Association shall: (i) not be liable to the Members or Association as a result of their activities as such for any mistake of judgment, or otherwise, except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (ii) have no personal liability to a Member or any other person or entity under any agreement instrument or transaction entered into by them on behalf of the Members in their capacity such; (iii) have no personal liability in tort to a Member or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and (iv) have no personal liability arising out of the use, misuse or condition of the Property, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officer.

7.02 Indemnification by Association:

To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Members or any other persons or entities to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided in the case of any settlement, that the Board shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth in this Article VII shall be paid by the Board on behalf of the Association and shall constitute a Common Expense.

7.03 Costs of Suit in Actions Brought by One or More Members on Behalf of All Members:

No suit shall be brought by one or more but less than all Members on behalf of all Members without approval of a majority of Members and, if approval is obtained, the plaintiffs' expenses, including reasonable counsel's fees and court costs, shall be a Common Expense unless such suit is brought by one or more Members against other Members, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Members as defendants, in which event the plaintiffs' expenses, including counsel's fees and court costs, shall not be charged as Common Expense.

7.04 Notice of Suit and Opportunity to Defend:

Suits brought against the Association, or the Board, or the officers, employees or agents thereof, in their respective capacities as such, or the Common Properties as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board and any Mortgagees, and shall be defended by the Board, and the Association and all Members shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all Members shall be directed to such Members, who shall promptly give written notice thereof to the Board and to the Mortgagees of the Lots affected, and shall be defended by such Members at their expense.

ARTICLE VIII

GENERAL PROVISIONS

8.01 Businesses:

Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

8.02 Amendment:

These Bylaws may be amended, modified, or revoked in any respect from time to time by the Board by not less than fifty percent (50%) of the votes of those Members of the Association who are present or represented at a meeting duly called for that purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the laws of the State of Tennessee. At any such meeting, the Board shall have the number of votes as provided in Section 4.02 hereof. Notwithstanding the foregoing, any amendment shall not be required to be recorded with the Recorder's office but must be kept on file with the Secretary and available to all Members upon written request.

8.03 Notices:

Any notice required to be sent to any Member under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to the last known address of the Member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a Lot shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, under the provisions of these Bylaws shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the address of the Association.

8.04 Conflict:

In the event of any conflict between these Bylaws and the provisions of the Charter, the Charter shall control and govern. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control and govern.

8.05 Nonwaiver of Covenants:

No covenants, restrictions, conditions, obligations or provision contained in the Declaration or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.06 Agreements Binding:

All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Members, their heirs, successors and assigns.

8.07 Severability:

The invalidity of any covenants, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

8.08 Books and Records:

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Charter and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable costs.

ADOPTION OF BYLAWS

The undersigned hereby adopts the foregoing Bylaws of the Association, this 5th day of March, 2019.

OCCOE MOUNTAIN CLUB HOA, INC.


Signed by, Association Secretary

STATE OF TENNESSEE)

COUNTY OF POLK)

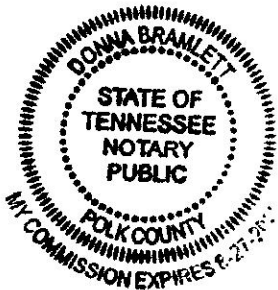
Before me, the undersigned authority, personally appeared STEPHANIE SUBOCZ, who is personally known to me or has produced TN Drivers License as identification, and being duly sworn, on oath, deposes and says that the foregoing statement is true and correct to the best of her knowledge and belief, and she has read the foregoing statements and knows the contents thereof.

SWORN and SUBSCRIBED before me this 5th day of March, 2019.



NOTARY PUBLIC

My Commission Expires: 8/27/22



BK/PG: MS167/227-239
19000472



13 PGS:AL-BYLAWS	
KANDI BATCH: 42851	
03/05/2019 - 11:49:34 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	65.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	67.00

STATE OF TENNESSEE, POLK COUNTY
DONNA BRAMLETT
REGISTER OF DEEDS