

Docket No. 150142-EU Petitioner Responses to Staff Data Request requested by Ms. Rosanne Gervasi via letter dated 5/27/2015 The following responses and Support Documentation is included in pdf form.

For Clarity all Support documentation is provided at the end of my responses:

1. The store experienced a small fire in 2011 due to a faulty electrical component and the Disconnect Switch was locked out by the Fire Marshall until resulting damages could be repaired. The Previous Owner of the Store hired an Engineer, filed the required building permits, and hired a contractor to make the repairs. During the timeframe while the repairs were being made the Association Manager (who serves at the discretion of the board of Directors and does what they request) called the Utility Company and had them disconnect the power supply lines to the locked out Disconnect Switch. Please note that the fire was not located in the vicinity of the Disconnect Switch or power supply lines and it was not requested by the Fire Marshall to disconnect the power supply lines. This is when I first wrote to the Directors asking them to reconnect the electric supply to the Store and this is when I suspect I first became another target for their discriminatory actions. Please note that I never received one phone call, email, or comment from any of the Directors on my letter request.

In accordance with the building permits all repairs were completed and all building department inspections were completed with the exception of the Final Inspection which required the building to have electric power. At this point the Condominium Manager refused the previous store owner's request to have the Utility Company reconnect the power supply lines to the building thereby preventing the Store from reopening. Support Documentation

- A. Fire Marshall report dated (not available at this time will forward when received)
- B. Orange County Building Permit 7/15/11
- C. Ken Wegner letter to Association Board Directors 11/20/11.

2. There is a history of bad relations between the Condominium Association and the Developer (Sun Resorts) that also owned and operated the Store. This history is based on failed friendships; bitter memories of terminated employees and terminated Developer appointed Directors (several of whom now served as Directors); and the inability of Sun Resorts to make the monthly Association payments, for lots the Developer owned, when the economy hit the skids (gas prices spiked causing the snowbirds not to come, or quit paying their membership dues, and quit buying the developer's remaining lots in the Resort). Basically, the developer could not pay his dues or property taxes, but continued to pay his electric bills and water/sewer/trash removal bills (on the Store, on the Developer's personal Residence and on some additional buildings the Developer owned all subject to a private mortgage). The Association initiated legal action in October, 2009 to foreclose on the Sun Resort Properties, but after many months of legal saber rattling and no results a Board of Directors plan to disconnect electric services was enacted. This prompted a Sun Resorts lawsuit counterclaim 2010-CA-006703-O (later consolidated into lawsuit Counterclaim Case 09-CA-34416-O that resulted in a court order granting Sun Resorts an injunction preventing the Association from disconnecting the electric services. It was after

this injunction was issued that the power to the Store was disconnected which following the precedence of the court injunction was in my opinion an illegal action.

Support Documentation

D. CRCA Lawsuit History dated 6/7/2014

E. Sun Resorts Lawsuit 09-CA-34416-O Counterclaim dated September 4, 2012

F. Orange County injunction Order

3. (A). Immediately after I bought the Store at a Tax Deed Sale in September of 2014, I contacted the Manager of the Association and requested that the Power be reconnected and I was told that it could not be connected due to the fact that Wiscan, LLC was a for profit enterprise while the Association was a not for profit organization and therefore it would be unlawful for the Association to provide power or any other services as provided for a fee to the previous Store Owner.

I then contacted Duke Energy and they sent an Engineer to the site and he informed me that the property was landlocked by the Association and I could not use any of the existing overhead service to provide a dedicated service to the store. Furthermore, the Engineer advised that I could not bring a new overhead service to the Store because it was against Duke Energy Policy for new overhead lines to cross over existing service lines. The only way to bring a new service to the facility would be to go underground and that would require an easement from any owners of land which I need to go under. The Engineer said he would prepare a back of the envelope cost estimate on what seemed to be a feasible routing, but I never received it and I neglected to follow up with him because the underground solution seemed like a bad approach to me. Three (3) easements would be required, expensive construction going several blocks under two roads in an area with many existing obstacles, unmapped underground services, and traversing areas where future construction and occupancy is anticipated. The estimated cost is \$40,000 for legal, engineering, permitting, and construction with a one year implementation time (11 months to obtain easements).

I contacted a couple of attorneys and each told me the Association was wrong and that the Association could provide electricity and other services to the store but the attorneys could not guarantee a result, provide a fixed cost for legal fees, or a time frame for a judgment. Additionally, it occurred to me that a Judge could rule that the entire community had to be placed on the individual meter Duke Energy plan which would be very expensive for the community to do and this ruling would be blamed on the Store and it's owner (Ken Wegner a newly elected Director of the Association, elected 12/2014).

These alternative solutions do create a financial hardship as the initial costs and implementation times are significant and success is not guaranteed. This Store was never anticipated to be a big money maker, but instead it was intended to return a valued service center and social benefit to the community. Located adjacent to the Community Pool and within walking distance of all 750 residences; in addition to providing basic groceries and minor services (delivery, bulletin board, public telephone,

and free information), the store included a small snack shop and game room where neighbors would meet and socialize.

I believe the Association refused Wiscan, LLC electric service in a discriminatory action because the Association Directors believed that they would own the Store when the lawsuit was settled and were shocked when it was sold at a tax deed sale. In fact, as Mr. Randy Jackson (a Director at the time) will testify the settlement agreement offered by the Association to Sun Resorts late in 2014 had to be withdrawn and corrected when the Store was sold. If Wiscan, LLC had not bought the Store at the tax deed sale, ownership would have been transferred to a California Company that owned the tax liens and had called for the sale (Wiscan, LLC made the only bid at the sale). Please note that the Association bylaws prohibit the Association from buying any Real Estate without the consent of the Owners and in the last 20+ years the Association has never received the consent of the Owners (not even to hold an annual meeting).

Support Documentation

- G. Sun Resorts Trading Post brochure (not available at this time will forward when available)
- H. Legal Opinion 1
- I. Legal opinion 2
- J. Store Support Surveys from residents (Not available at this time will forward when available)

3.(B). The purchase of the Store was motivated by a desire to return what I considered to be a valued service center to the community. Prior to purchasing the Store I was told by one of the Directors of the Association of a person that had offered to buy the Store from the Developer but the deal fell through because the person died. I told the Director that he and I should buy it and end this ridiculous situation once and for all. He did not seem to keen on the idea, but he did not mention that if somebody did buy the store they would be denied services (I don't believe he felt this way). As a small private company a one year delay and a \$40,000 investment for electrical service is a substantial hardship; it doubles my initial investment and there is no financing available from Duke Energy or outside investors. As an engineer it also is a mental hardship for me because the alternative solutions I've proposed only require some jurisdictional consideration and are so quick and easy to implement.

3.C. Obtaining an underground easement from the Association and the other private parties would require legal, engineering, and permit work that is estimated at \$20,000, actual construction is estimated at another \$20,000 for labor and materials assuming Duke can provide the necessary metering equipment for \$2,000 and the routing is straight line accomplished by simple water jetting. If the Association opposes the easement (challenges in court or delays approval), or the actual routing is complex due to special requirements imposed by the landowners or County or Duke Energy (special casings, construction methods, preferential routing requirements, a myriad of Florida electrical safety rules and regulations pertaining to underground transmission lines that I'm presently unaware of, or

unforeseen site problems) the estimated costs could easily double or triple. As the owner of Technology Properties, a company that was sued by the Association over what was later determined to be an improper land ownership claim, advised me "The Association has an unlimited legal budget and you don't." It cost Technology Properties over \$100,000 in legal fees before the Association settled.

Support Documentation

K. Technology Properties settlement dated 11/05/2014

4. The park is serviced by a Duke Energy master meter located outside the park, but the association owns all the individual meters inside the park and handles all collections. The association meters are old analog meters and would not be acceptable to Duke Energy and would require replacement with Duke Energy's current digital meters. Additionally, the Park owns the majority of the underground wiring used in the park and the quality of this wiring would not meet Duke Energy load and termination requirements and would require replacement. I've estimated \$300,00 (\$250 per meter and \$125,000 for underground wiring assuming it can be accomplished as simple repair and no engineering or permitting is required) but others in the park seem to recall a Progressive Energy estimate of \$1,000,000). In addition to the implementation costs the monthly electric costs would also be higher as evidenced by the bills from a property in the Association and a nearby community that has Duke Energy individual meters. Note that the Association electric bills have no monthly minimum charges and a lower charge per kilowatt unit.

Support Documentation

L. CRCA monthly electric bill

M. Zellwood Station monthly electric bill

5.A. Yes the store would be billed for the amount of electricity the store actually consumes. The Association also rents some equipment from Duke energy (fixed charge every month) and I offered to pay for a part of that as well.

5.B. No, not specifically, I'm not sure if Duke Energy looked at it since their position is that it was against PSC regulations; but with their digital meters and computerized billing it should not be a difficult problem. Their marketing campaign theme is "Power for your life; highlights memorable moments in our customers' lives that Duke Energy and our employees quietly help to make happen". When it comes to the details I would do whatever Duke Energy needs, including maintaining a minimum balance to ensure there is no late payment. I have two Duke accounts at Zellwood Station and they manage to send me the bills in one envelope, but they will not let me send them one payment online, but they do allow me to prepay. I have seven accounts with Wisconsin Energies and they send me the bill in one envelope and let me pay them with one online payment. Again, I don't think billing would be an overwhelming problem, but if Duke can't do it they could just switch to my second recommendation and put the master meter in my name and I will collect from the Association. The Association holds a \$200

deposit from most of the meter holders and that could be prepaid to Duke to ensure payment (the deposits exceed the monthly bill from Duke Energy).

6. The Store was built in 1970, according to Orange County Property Appraiser Records, and had electric service until it was disconnected at the direction of the Association Manager in 2011. The Association was formed in November of 1982 and took over the primary meter sometime thereafter. I've attached the Amended counterclaim from Orange County Case 09-CA-34416-O (See Item 2) which speaks to the illegality and discrimination involved in the termination of Electric Service to the Store called "Trading Post" by the previous owner. For your information this case was later combined with Orange County Case 2010-CA-006703-O which resulted in a settlement negotiated by the Association's Directors Liability Insurance Company that paid \$125,000 to the previous Store Owner (Developer) and gave the Association some land controlled by the Developer (previous store owner) that is encumbered by back taxes and mortgage. This legal action cost the litigants over \$700,000 and over 5 years to settle. Recently a petition has been prepared and is being circulated to recall the Association Directors that orchestrated these discriminatory practices. Also attached is a Nextdoor article written by a former director that has offered to testify under oath to their discriminatory practices (Nextdoor is a National Community electronic Bulletin Board and Blog).

Support Documentation

N. Sun Resorts Settlement Agreement

O. Director Recall Petition

P. Nextdoor Randy Jackson excerpt

7A,7B, 7C I, Ken Wegner, did add the language shown in the parenthesis when I received the staff comments. I did this as a matter of record because these items were discussed with the staff, but their comments made no mention of these items and therefore their comments were in my opinion incomplete and somewhat misleading. Please note that the first staff member I spoke to told me over the phone that there was nothing in 25-6.049 that would prohibit the installation of a second meter and another staff member told me over the phone there was nothing in the tariff agreement that would prohibit the installation of a second meter. Therefore, I was surprised when I received the staff email and felt that it needed clarification to reflect my telephone discussions with the staffers. Please note that I am paying Orange County Property Taxes on an improved property, but I am being denied basic Utility services and therefore use of this property due to the discrimination of an Association board with a history of discrimination and manipulating the legal system to achieve their objectives.

Sincerely,

Ken Wegner

June 10, 2015

Support Documentation

A. Fire Marshall report dated (not available at this time will forward when received)

B. Orange County Building Permit 7/15/11

6/8/2015

Orange County Gov FL



Fast Track Online Services



YOU ARE HERE: [Property \(Address or Parcel\)](#) | [Building Permits](#) | [B11901518](#)

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SEARCH FOR:

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- [OC Comptroller](#)

Details for B11901518

PERMIT INFORMATION:

PERMIT#	APPLY DATE	NAME	STATUS	ISSUE DATE	EXPIRE DATE
B11901518	07/15/11	TRADING POST	Issued	08/05/11	
TYPE	SUB TYPE		WORK TYPE		
Commercial Permit	05 Five or more Family		Repair		
ADDRESS			PARCEL		
3000 Clarcona RD Apopka FL 32703			27-21-28-9805-12-000		
DESCRIPTION					
INT.ALT.FIRE DAMAGE INT.ALT.FIRE DAMAGE REPAIR.					

SUB PERMITS:

PERMIT#	APPLICATION DATE	ISSUE DATE	STATUS
E12000603	01/30/12	01/30/12	Complete

ASSOCIATED PROPERTY:

ADDRESS	PARCEL
3000 Clarcona RD Apopka FL 32703	27-21-28-9805-12-000

PERMIT INFORMATION:

Expand All Collapse All

DESCRIPTION	INFORMATION
<input checked="" type="checkbox"/> Building Safety Info	
Inspector	BJP

PROCESSES AND REPORTS:

Expand All Collapse All

- [View Plan Review Comments](#)
- [View Inspection Results](#)
- [View Building Permit Form](#)

PROCESS DESCRIPTION	STATUS	SCHEDULE DATE	START DATE	END DATE
<input checked="" type="checkbox"/> Permit Administration				
Public Records Review	Open			
<input checked="" type="checkbox"/> Review				
EPD Review	Approved		07/17/11	07/18/11
Utilities Review	Approved		07/18/11	07/20/11
Health Review	Approved		07/19/11	07/19/11
Fire Review	Approved		07/18/11	07/20/11

6/8/2015

Orange County Gov FL

Zoning Review	Approved		07/18/11	07/19/11
Building Review (COM)	Approved		07/20/11	07/21/11
☐ Inspection History				
340 Fire Damage	History	01/19/12		01/19/12
☐ Cert. of Occupancy/Completion Holds				
Zoning Hold	Released			07/19/11
Office of Fire Marshal Hold	Released			07/20/11
Utilities Hold	Released			07/20/11
Environmental Protection Hold	Released			07/18/11
Building Hold	Released			07/21/11
Health Hold	Released			07/19/11

FEE INFORMATION:

FEE DESCRIPTION	FEE AMOUNT	BALANCE
Zoning Review Fee	\$45.00	\$0.00
COM Submittal Fee	\$31.00	\$0.00
COM Building Plan Review Fee	\$70.00	\$0.00
DCA Surcharge	\$4.00	\$0.00
Fire Plan Review Fee	\$39.00	\$0.00
EPD Plan Review Fee	\$3.00	\$0.00
Health Plan Review Fee	\$50.00	\$0.00
Total:	\$242.00	\$0.00

[Print](#)

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C. Ken Wegner letter to Association Board Directors 11/20/11.

6/8/2015

Clarcons_Board_Elect. (2).docx

TO: All Board Members 11/22/11

SUBJECT: Need to Restore Power to the Trading Post

After attending the Candidates Meeting at the Home Owner Forum and hearing the sentiment of the Home Owners at the meeting, talking informally with Erich, and exchanging emails with Deidre, I feel that it is imperative that the power be restored to the Trading Post when the repairs are complete and the Fire Marshall removes his tag. My reasons are as follows:

1. This would not have been done if there wasn't a fire as the Courts had stopped the termination until the matter could be decided by the Court and for the interim a bond was placed to ensure payment of electrical usage.
2. Lee Adkinson announced that he is filing suit against the association for interfering with his right to earn a living and announced that he will seek damages in excess of \$1,000,000. Not providing the Trading Post power will be another example of the abuse he has suffered and this after he placed \$30,000 bond at the Court's request.
3. Not supplying power to the Trading Post infuriates many of the voters in the park and erases voter's complimentary comments on the front entry improvements.
4. If Lee prevails in his lawsuit it will result in a minimum \$1,250 special assessment for each and each million he is awarded. If the Association paid \$20,000 for a dedicated power supply as some agreements and judges recommended, it would result in less than a \$30 special assessment per lot. Simply put it is not worth the risk to not restore service to the Trading Post.
5. Kevin Burke has told me he should have the Fire Marshall's tag cleared around 12/1/11. I would ask the board be proactive and have the Power Company coordinate with Kevin to restore the power main prior to his completion to ensure a smooth start-up. It might even help the incumbents in the elections if mothers can get milk for their children.

I would appreciate an email or phone call from each board member telling me if they are for or against restoring the power and if required, I hereby formally request that the board schedule an emergency meeting and vote on this as the record of the vote would help some Owners determine candidate preferences and could have bearing on future legal action. I don't care who is at fault or who did what to whom; I just don't want the Association to shoot itself in the foot. Let the Court's decide the right thing to do for the long term as they would have done without the fire.

Thanks,

Ken Wegner 307,602,2711,2718,2719 Wiscan@aol.com 262-488-3470

D. CRCA lawsuit History dated 6/7/2015 (large document sent as separate pdf file)

E. Sun Resorts Lawsuit 09-CA-34416-O Counterclaim dated September 4, 2012 (large document sent as separate pdf)

F. Orange County injunction Order

6/8/2015

myclerk.myorangeclerk.com/CaseDetail.aspx?CaseID=7137007

of Motion to Consolidate

05/10/2011 **Uniform Order Setting Case for Jury/Pretrial**
PTC 12/27/11 @ 10am

05/02/2011 **Order Setting Hearing**
status hearing 05/10/11 @ 8am

04/07/2011 **Notice for Trial Non-Jury**

03/15/2011 **Court Minutes**

01/19/2011 **Court Minutes**
COURT MINUTES

01/19/2011 **Court Minutes**
COURT MINUTES

08/12/2010 **Order**
ON DEFENDANT'S MOTION FOR PARTIAL SUMMARY JUDGMENT

08/12/2010 **Order**
ON PLAINTIFF'S AMENDED MOTION FOR TEMPORARY INJUNCTION

08/12/2010 **Letter**

08/12/2010 **Reply to Affirmative Defenses**

08/09/2010 **Notice of Filing**
temporary injunction bond

08/09/2010 **Bond Filed**
(injunction bond)

08/06/2010 **Hearing** (8:30 AM) (Judicial Officer Kest, John Marshall)
[Parties Present](#)
Result: Hearing Held

08/06/2010 **Notice of Hearing**
08/06/2010 0830

08/02/2010 **Notice of Filing**
Bloggng for justice

07/28/2010 **Evidence Control Sheet**

07/28/2010 **Evidence Control Sheet**

07/23/2010 **Hearing** (1:30 PM) (Judicial Officer Kest, John Marshall)
[Parties Present](#)
Result: Reserved Ruling

07/22/2010 **Answer & Affirmative Defenses**
Answer & Affirmative Defenses TO COUNTERCLAIM

07/20/2010 **Notice of Filing**
Notice of Filing AFFIDAVIT

07/20/2010 **Notice of Hearing**
AMENDED Notice of Hearing

07/14/2010 **Reply to Affirmative Defenses**
Reply to Affirmative Defenses

07/14/2010 **Reply to Affirmative Defenses**
Reply to Affirmative Defenses

07/13/2010 **Letter**

07/13/2010 **Answer Affirmative Defenses & Counter Claim/Counter Petition**

07/13/2010 **Answer to Amended Complaint/Petition**
affirmative defenses and counterclaim

07/13/2010 **Letter**

07/13/2010 **Letter**

07/09/2010 **Amended Complaint**
Amended Complaint

07/09/2010 **Motion**
AMENDED Motion FOR ENTRY OF TEMPORARY INJUNCTION

07/02/2010 **Letter**

07/02/2010 **Affidavit in Support of Final Judgment**
PARTIAL

07/02/2010 **Notice of Hearing**
07/23/10 1:30 pm

07/02/2010 **Notice of Filing**

07/02/2010 **Motion for Summary Judgment**
Partial

07/02/2010 **Motion for Judgment**
partial summary

07/02/2010 **Notice of Hearing**
07/23/10 @ 1:30 pm

07/02/2010 **Notice of Filing**

06/28/2010 **Notice Cancellation of Hearing**

06/25/2010 **CANCELED Hearing** (1:30 PM) (Judicial Officer Turner, Thomas A)
Judicial Decision
cancel

<http://myclerk.myorangeclerk.com/CaseDetail.aspx?CaseID=7137007>

2/3

6/8/2015

myclerk.myorangeclerk.com/CaseDetail.aspx?CaseID=7137007

Search Menu New Civil Search Refine Search Back

Location : Orange County

REGISTER OF ACTIONS
CASE No. 2010-CA-006703-O

SUN RESORTS FINC vs. CLARCONA RESORT CONDOMINIUM
ASSOCIATION INC

§
§
§
§
§
§
§

Case Type: **CA - Breach of Agreement/Contract**
Date Filed: **03/15/2010**
Location: **Circuit Civil**
Judicial Officer: **Grincewicz, Donald E**
Uniform Case Number: **482010CA006703A0010X**

RELATED CASE INFORMATION

Related Cases

2009-CA-034416-O (Case Consolidation)

PARTY INFORMATION

		Lead Attorneys
Counter Defendant	SUN RESORTS, INC	
Counter Plaintiff	CLARCONA RESORT CONDOMINIUM ASSOCIATION, INC	ZACHARY T BROOME, Esquire <i>Retained</i> 352-589-1414(W)
Defendant	CLARCONA RESORT CONDOMINIUM ASSOCIATION INC	ZACHARY T BROOME, Esquire <i>Retained</i> 352-589-1414(W)
Plaintiff	SUN RESORTS FINC	TODD M HOEPKER, Esquire <i>Retained</i> 407-426-2060(W)

EVENTS & ORDERS OF THE COURT

DISPOSITIONS	
12/19/2011	Order to Consolidate (Judicial Officer: Kest, John Marshall) Comment (case 2010ca6703 into case 2009ca34416 pleading to be filed in 2009ca34416)
OTHER EVENTS AND HEARINGS	
03/18/2013	Pre-Trial Civil (9:30 AM) (Judicial Officer Blackwell, Alice L) Result: Continued
06/13/2012	Case Management Conference (10:30 AM) (Judicial Officer Blackwell 32A, Alice L) Parties Present Result: Hearing Held
06/13/2012	Court Minutes COURT MINUTES
02/29/2012	Notice of Hearing and Order on Case Management Conference 6/13/12, 10:30 A.M.
12/27/2011	CANCELED Pre-Trial Conference (10:00 AM) (Judicial Officer Kest, John Marshall) Cancelled
11/28/2011	Request to Produce Request to Produce
11/28/2011	Exhibit List EXHIBIT LIST
11/28/2011	Witness List WITNESS LIST
11/14/2011	Letter from Bowen Radson Schroth, PA
11/14/2011	Notice Appearance of Counsel
09/02/2011	Notice

6/8/2015

myclerk.myorangeclerk.com/CaseDetail.aspx?CaseID=7137007

06/22/2010 **Order Denying Motion to Dismiss**
 06/21/2010 **Hearing** (2:45 PM) (Judicial Officer Kest, John Marshall)
 [Parties Present](#)
 Result: Denied
 06/21/2010 **Memorandum in Opposition**
 AMENDED Memorandum in Opposition TO DEFENDANT'S MOTION TO DISMISS
 06/17/2010 **Memorandum in Opposition**
 04/16/2010 **Notice of Hearing**
 06/21/2010 at 2:45 pm
 04/12/2010 **Notice of Hearing**
 06/25/2010 at 1:30 pm
 04/05/2010 **Letter**
 04/05/2010 **Notice Appearance of Counsel**
 04/05/2010 **Motion to Dismiss**
 03/24/2010 **Affidavit of Service**
 served
 03/22/2010 **Summons Returned Served**
 03/19/2010 **Letter**
 03/15/2010 **Summons Issued**
 original to plaintiff's atty by hand
 03/15/2010 **Motion**
 Motion FOR ENTRY OF TEMPORARY INJUNCTION
 03/15/2010 **Motion**
 Motion FOR ENTRY OF TEMPORARY INJUNCTION
 03/15/2010 **Civil Cover Sheet**
 03/15/2010 **Complaint**

FINANCIAL INFORMATION

		Counter Plaintiff CLARCONA RESORT CONDOMINIUM ASSOCIATION, INC	
		Total Financial Assessment	395.00
		Total Payments and Credits	395.00
		Balance Due as of 06/08/2015	0.00
07/13/2010	Transaction Assessment		395.00
07/13/2010	Mail Payments	Receipt # CV-2010-56818	(395.00)
		JONES, ROBERT H, Esquire	
		Plaintiff SUN RESORTS FINC	
		Total Financial Assessment	428.50
		Total Payments and Credits	428.50
		Balance Due as of 06/08/2015	0.00
03/15/2010	Transaction Assessment		410.00
03/15/2010	Counter Payment	Receipt # CV-2010-22230	(410.00)
07/02/2010	Transaction Assessment		10.00
07/02/2010	Counter Payment	Receipt # CV-2010-54008	(10.00)
08/09/2010	Transaction Assessment		8.50
08/09/2010	Counter Payment	Receipt # CV-2010-64501	(8.50)
		SUN RESORTS FINC	

G. Sun Resorts Trading Post brochure (not available at this time will forward when available)

H. Legal Opinion 1

6/8/2015

Print

Subject: I've answered your Real Estate Law question

From: JustAnswer (info@email.justanswer.com)

To: slotmachine@sbcglobal.net;

Date: Sunday, December 21, 2014 11:22 AM

[View my response now](#)



Go to JustAnswer to view my answer

Hello,
I've answered your Real Estate Law question:

My Response

"There is nothing that prevents a nonprofit from providing utility services to a for profit entity. ..."

[View My Answer](#)



WiseOwl58

Lawyer

Verified Expert

Please don't reply to this email. Just click the button above which will:

Take you to your Question Page Let you have a secure online chat about your question

Also remember, you don't have to take my response as the final word on your question. Feel free to continue the conversation until you're satisfied. No extra charge.

I. Legal opinion 2

6/8/2015

Re: Legal Short Form - More Info Please

From: Glazer, Eric <Eric@condo-laws.com>
To: wiscan <wiscan@aol.com>
Cc: Brian Fogelson <brian@condo-laws.com>
Subject: Re: Legal Short Form - More Info Please
Date: Fri, Dec 26, 2014 7:12 pm

Sounds ridiculous. Please call our office on Monday. 9549831112.

Sent from
my iPhone

> On Dec 26, 2014, at 3:39 PM, "wiscan@aol.com" <wiscan@aol.com>
wrote:

>

> 12/26/14

>

>

> name : Ken Wegner

> email : wiscan@aol.com

>

phone3 : 262-638-9483

> legal : Purchased store inside Condo at tax deed sale.

Assoc, refuses to provide utilities on a reimbursable basis like previous store
owner due to Assoc. being a non-profit and my company being a for profit
enterprise. Landlocked and need utilities to operate! Thanks, Ken

>

disclaimer : on

>

J. Store Support Surveys from residents (Not available at this time will forward when available)

K. Technology Properties lawsuit settlement dated 11/05/2014 (large document sent as separate file)

L. CRCA monthly electric bill

Clarcona Resort Condominium Association Inc
 Condominium Office
 3000 Clarcona Rd Ste 201A
 Apopka FL 32703-8740
 407-889-5491

Account #: 2-145
 Lot #: 2719
 Bill Period: May-Jun 2015
 Payment Due: 06/01/15
 Amount Due: 161.86

Re: 3000 Clarcona Rd # 2719

Send Payment To:

Equity Trust Co Custodian
 1745 Chatham St.
 Racine WI 53402

Clarcona Resort Condo Assn.
 Bookkeeper - Condo Office
 3000 Clarcona Rd Ste 201A
 Apopka FL 32703-8740-R007
 (407)889-5491

Date	Description	Charges	Credits	Balance
04/30/15	Balance Forward			109.13CR
05/01/15	Assessment	120.88		11.75
05/01/15	Assessment		42.53	30.78CR
05/01/15	Credit-Prepaid	42.53		11.75
05/13/15	Copy/faxes	1.00		12.75
05/13/15	Payment Rec'd 856459		1.00	11.75
05/19/15	Electricity	29.23		40.98
05/19/15	Reading Date:05/19/15 Unit:Kilowatt			
05/19/15	Prior Reading: 38000 Current: 38260			
05/19/15	38260 - 38000 =			
05/19/15	260@0.11242 = \$29.23			
06/01/15	Assessment	120.88		161.86
New Balance - Please Pay This Amount				161.86

Handwritten notes:
 260 kWh
 (11.242 \$ / kWh)

Make Checks Payable to: **Clarcona Resort Condo Assn.**

Electric not paid by 8th=\$10.00 Late Fee
 Electric Payments made after the 15th must be
 in cash, money order or cashiers check
 NO PERSONAL CHECKS.

Handwritten initials

N. Sun Resorts lawsuit Settlement Agreement dated 12/09/2014 (large document sent as separate pdf)

O. Director Recall Petition

Clarcona Resort Condominium Association

RECALL PETITION

According to Florida Statutes 718.301 (j) Recall of board members, any member of the board of administration may be recalled and removed from office **with or without cause** by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the board of administration may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

This is a Recall Petition to remove certain 2015 Board Members.

Following the release of the CRCA vs Sun Resorts and Technology Property lawsuit Settlement Agreements, in late 2014 but detailed results withheld from Unit Owners until after the 2014 election, it is now recognized that the results of these long time lawsuits were not in the best interest of the Association and actually resulted in the loss of Hundreds of Thousands of Dollars of Association Funds.

The (combined) CRCA vs SRI lawsuit was to recover \$250,000 in unpaid assessments. NO Assessments were recovered and the CRCA spent \$250,000 in legal fees trying to recover the original \$250k. This was a loss of \$500k of Association Funds over the past 4 years plus our D&O Liability Insurance had to pay a settlement of \$125k to Sun Resorts based on the Counter lawsuit. \$625k of Your Money is gone!

The CRCA vs Technology Property lawsuit was to recover a clear title to property claimed to be owned by the CRCA. The result was the CRCA did not own the property as claimed, and a settlement of \$25,000 had to be paid to Technology Property plus over \$100,000 was lost in legal fees and thousands more in lost walls and other valuable considerations that had to be given to Technology Property.

These Legal/Financial matters are now a matter of open Public Record and details are available upon request by Any Owner. (Make Your request to Manager, CRCA)

For the past 6 years Our Board Members have told YOU that our Infrastructure was sound, no issues, as reported in Gazette after Gazette and repeated Presidents Annual messages too Owners. Also, that our Reserves were strong and capable of performing for the intended use. Unfortunately, none of these statements are the full truth, much was a total falsehood.

While telling the Owners, We were looking good on our lawsuits and also that our Sewer Plant WAS sound and meeting all requirements, the truth was there was little to no chance of recovering the \$250k, we took NO steps to protect the major asset that might have been transferred to the CRCA, and that the CRCA had been on notice, (by the FDEP) since 2004, that the Sewer plant must meet the current 2004 guidelines by 2014 and that the current plant was not meeting those guidelines as required. It took us 10 years to address the problems but then only after we had been fined by the FDEP for failure to

meet the Guidelines. (another \$3,000 wasted)

It is Time to Change Our Direction, it is time to protect our community from even more hundreds of thousands in lost dollars, due to poor or negligent planning and a sincere lack of honest and forthright Directors.

We, the undersigned hereby request a Recall election be held to remove the following Directors from the 2015 Board of Directors:

Vince Bufalini, Jim Botsacos, Peter Anzelon, Gary Baugh, Kevin Jarvis, Erich Hohm and Charlie Moore.

Unit #	Name of Owner	Signature of Owner
====	=====	=====
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____ file)

P. Nextdoor Randy Jackson excerpt

6/8/2015

Nextdoor Clarcona: General

If the level of dues was the main issue, the association would not have thrown away \$5, 6, 7 hundred thousand dollars of Association money chasing a personal vendetta. "We we will crush them (Sun Resorts), take over their property and drive them from our community". Yes, those words were told to me by officers on our BOD, almost three years ago. (owners names were used – not Sun Resorts) And, btw, I have agreed to testify under oath to that statement, which has been repeated a number of times, not just once and by more than one person.

