

ASSOCIATION POLICIES AND PROCEDURES

CINNAMON COVE MASTER ASSOCIATION, INC.

Attached are the following administrative rules, policies, procedures and/or Board resolutions adopted pursuant to the Florida Condominium Act and the Cinnamon Cove Master Association Governing Documents regarding the following:

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ASSOCIATION POLICIES AND PROCEDURES
CINNAMON COVE MASTER ASSOCIATION, INC.

SECTION 1. POSTING OF NOTICE

Pursuant to Section 718.112(2)(c) of the Act, the official location for posting notice of Association meetings is bulletin board located at the main (east) entrance to the Clubhouse at 16820 Caravel Circle, Fort Myers, Florida. This does not preclude posting at other locations.

SECTION 2. UNIT OWNER PARTICIPATION AT MEETINGS

WHEREAS, Section 718.112(2)(c) of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at meetings of the Board; and

WHEREAS, Section 718.112(2)(d)7 of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at Unit Owner meetings; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statutory provisions.

NOW THEREFORE, the following rules regarding Unit Owner participation at meetings are adopted:

2.1 Definitions

2.1.1 “Board Meeting” is defined as a quorum of Directors gathered to conduct Association business.

2.1.2 “Meeting” shall mean a meeting of the Board, Statutory Committee or of the Unit Owners, as the context may permit.

2.1.3 “Statutory Committee” means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take final action on behalf of the Board.

2.1.4 “Statutory Committee Meeting” is defined as a quorum of Statutory Committee members gathered to conduct the business of the committee.

2.1.5 “Unit Owner” shall mean the record Owner of the Unit, and where applicable, his or her holder of a lawful proxy or such other person as may be lawfully entitled to attend Meetings on behalf of a Unit Owner.

2.1.6 “Unit Owner Meeting” is defined as a quorum of Unit Owners, in person or by proxy gathered at a lawfully noticed meeting to conduct Association business.

2.1.7 Additional Definitions. Capitalized terms used herein shall have the same meaning ascribed to them in other Governing Documents for the Association.

2.2 Board and Committee Meetings.

2.2.1 Attendance at Meetings. Unit Owners have the right to attend Board and Statutory Committee Meetings except as provided by law. No person other than a Unit Owner shall be permitted to attend such Meetings, unless permitted by the Chairman of the meeting or law. Pursuant to Article 4.15 of the Amended and Restated Bylaws, Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or the Board of Directors. Unit Owners may not attend meetings which are closed to Unit Owner attendance pursuant to the Act.

2.2.2 Speaking at Meetings.

2.2.2.1 Unit Owners have the right to speak at Board and Statutory Committee Meetings. No other person shall be permitted to speak at such Meetings, unless permitted by the Chairman.

2.2.2.2 Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted.

2.2.2.3 A Unit Owner will only be permitted to speak once in reference to each designated agenda item, unless otherwise requested to speak again by the Chairman of the Meeting. A Unit Owner statement shall not exceed three (3) minutes per agenda item unless approved by the Chairman of the Meeting. Other Unit Owners cannot “yield” their time for the purpose of extending a Unit Owner’s time limit. The Chairman of the Meeting shall give the floor to Unit Owners wishing to speak subsequent to the calling of the agenda item upon which the Unit Owner will make a statement, but prior to any voting of the Board or Committee upon that agenda item. In lieu thereof, the Chairman may set aside time at the beginning of the Meeting for Unit Owner statements regarding designated agenda items.

2.3 Unit Owner Meetings.

2.3.1 Attendance at Meetings. Unit Owners have the right to attend Unit Owner Meetings either in person or through a valid proxy, or as may be provided by law. No person

other than a Unit Owner, a Unit Owner's lawful proxy, or other person permitted by law shall be permitted to attend Meetings, except agents of the Association or persons permitted by the Chairman.

2.3.2 Speaking at Meetings.

2.3.2.1 Unit Owners have the right to speak at Unit Owner Meetings as provided by law. No other person shall be permitted to speak at Meetings, except agents of the Association, designated proxies, persons otherwise legally permitted to attend, or those persons permitted to speak by the Chairman.

2.3.2.2 Statements by Unit Owners or other persons lawfully attending Unit Owners Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman.

2.3.2.3 A Unit Owner or other permitted person will only be permitted to speak once in reference to each agenda item. A Unit Owner's or other permitted person's statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners or attendees permitted to speak cannot "yield" their time for the purpose of extending a Unit Owner's time limit. The Chairman of the Meeting shall give the floor to the Unit Owner subsequent to the calling of the agenda item upon which the Unit Owner will speak, but prior to any voting of the Unit Owners upon that agenda item.

2.4 Recording Meetings.

2.4.1 Unit Owners may record Board, Statutory Committee or Unit Owner Meetings as permitted by law. A Unit Owner desiring to record a Meeting shall submit written notice to the Secretary, Meeting Chair or Manager at least five (5) minutes prior to the start of the meeting.

2.4.2 No recording of Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for recording shall interfere with or obstruct any person's view of the Meeting or ability to hear the Meeting, or constitute a tripping or safety hazard. Extra lighting for recording shall not be permitted. Persons using recording equipment must do so from their seats or where that is not practical due to the nature of equipment used, a stationary location approved by the Chairman of the Meeting. All recording equipment used shall conform to the electrical codes.

2.4.3 Unit Owners and other persons may not post or permit posting recordings of Meetings on any website or other media which can be readily viewed by persons who are not Members of the Association.

2.5 Enforcement of Meeting Rules.

2.5.1 Fines. The Board of Directors may, in accordance with the fining and

suspension authority and procedures set forth in the Condominium Act, levy a fine or impose a suspension against any person who fails to comply with this Rule.

2.5.2 Legal Action. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with this Rule.

2.5.3 Other Remedies. Nothing in this Rule shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

SECTION 3. INSPECTION OF ASSOCIATION RECORDS

WHEREAS, Section 718.111(12)(c) of the Act provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt rules, as contemplated by the above-referenced statute.

NOW THEREFORE, the following rules governing inspection of the official records of the Association are adopted. Capitalized terms shall have the same meaning as defined in the Act or Governing Documents of the Association:

3.1 Records Defined. The official records, also referred to herein as "records," available for inspection are those designated by the Act as the official records of the Association.

3.2 Records Available. No records other than those defined above shall be available for inspection, unless the Board determines it to be in the best interest of the Association to make such records available for inspection.

3.3 Persons Entitled to Inspect. Unit Owners shall have the right to inspect the records of the Association as permitted by law. All references in this Rule to Unit Owner will include record title holders and a Unit Owner's authorized representative, where applicable.

3.4 Inspection.

3.4.1 A Unit Owner desiring to inspect records shall submit a written request by U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association at the official address of the Association, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

Requests by facsimile transmission, electronic mail (e-mail) or other means do not comply with this Rule. Verbal requests do not comply with this Rule. The written request must specify the particular records the Unit Owner desires to inspect, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested.

A Unit Owner's inspection request shall be deemed received as follows. If sent by regular U.S. Mail, five days after the date of post-mark on the letter transmitting the request. If by U.S. Certified Mail, Return Receipt Requested, the date that the receipt card was signed for by the Association.

3.4.2 Inspection of records shall be restricted solely to those records designated in the written request for inspection and shall be conducted solely by the Unit Owner signing the inspection request, or his or her authorized representative. No inspection of any other records shall be permitted. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times provided that co-Owners of a Unit may inspect records together. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

3.4.3 A Unit Owner shall not submit more than one (1) written request for inspection of records per calendar month. Any request submitted more frequently shall be null and void and need not be acknowledged by nor responded to by Association.

3.4.4 Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in Lee County or within forty-five (45) miles of the Community. No Unit Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

3.4.5 Records shall generally be made available for inspection by the Association on or before the fifth (5th) working day subsequent to receipt by the Association of the written request for inspection. This time frame may be extended upon agreement of the Unit Owner or for good cause. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10th) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of this Rule. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request promptly and in good faith. The Association shall notify the Unit Owner by telephone or in writing (including e-mail), that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" shall mean Monday through Friday, exclusive of federal, state and local holidays in which the office of the Association or office where the records are being made available for inspection is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no

customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours cumulatively in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month, and nine (9) hours maximum cumulative inspection time.

3.4.6 If, at, or subsequent to inspection, a Unit Owner desires to have a copy of a record, the Unit Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be provided. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, and the Owner has requested copying of 25 or less pages of records, then copies of the records shall be available contemporaneously with the inspection. If, however, the records to be copied exceed 25 pages, or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company or make the copies at the location of the records, but available for later pick-up. If copied at the location where the records are kept, copies in excess of 25 pages shall be made available for pick-up by 5:00 P.M. within three (3) working days from the date of the inspection, the day of inspection not counting in calculating this deadline. Copies made by an outside source shall be available as soon as a copying service can reasonably pickup, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place records are kept or produced for inspection. **Unit Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place.**

3.4.7 The Association shall allow a Unit Owner to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Unit Owner with a copy of such records. The Association may not charge a Unit Owner for the use of a portable device.

3.4.8 A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall be fifteen cents (\$.15) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of copies shall be required. No copy of a record shall be made unless and until payment for the copy is received.

3.4.9 If records are kept on computer format, the Association may print such records to paper. The Association may, but shall not be obligated to allow Unit Owners to access the Association's computer system. If the Association provides access to records through a computer supplied by the Association or the office in which records access is being conducted, the person inspecting the records shall not e-mail the records inspected to any other computer, person, or e-mail account, review other content or programs on said computer, nor otherwise in any fashion download, forward, or otherwise transmit or manipulate the data he or she reads

during the inspection of the records by review on electronic mail, internet or computerized format.

3.4.10 The Association may comply with its obligation to make records available for inspection by providing them to the Unit Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If, however, a Unit Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

3.5 Manner of Inspection.

3.5.1 For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one person. If inspection is requested by any person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such person, in writing, as their authorized representative, or unless such person is an Attorney at Law admitted to practice in the State of Florida.

3.5.2 All persons inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied, nor the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

3.6 Enforcement of Inspection Rules.

3.6.1 Any violation of these Rules may result in the immediate suspension of the inspection until such time as the violator agrees in writing to comply herewith.

3.6.2 Any requests for inspection not complying with these Rules need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and shall indicate how the request fails to comply herewith.

3.6.3 The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with these Rules, including but not limited to the levy of fines or suspension of use rights subject to the requirements of law.

3.6.4 Nothing in these Rules shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.

3.6.5 The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of this Rule and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

SECTION 4. OUTGOING BOARD AND COMMITTEE MEMBER LETTER

WHEREAS, as of July 1, 2014, Section 718.111(12), Florida Statutes was amended to add a new subsection (f), which now provides as follows:

An outgoing board or committee member must relinquish all official records and property of the association in his or her possession or under his or her control to the incoming board within 5 days after the election. The division shall impose a civil penalty as set forth in s. 718.501(1)(d)6. against an outgoing board or committee member who willfully and knowingly fails to relinquish such records and property.

WHEREAS, the Board of Directors is desirous of adopting a form of letter to be given to outgoing Board and Committee members, which places outgoing Board and Committee members on notice of the statutory provision and their obligation to timely return all Official Records and Association property within five (5) days after the election.

NOW THEREFORE, it is resolved as follows:

4.1 The above recitations are true and correct and are incorporated into this Resolution.

4.2 The form of letter attached hereto as **Exhibit "A"** is hereby adopted (the "Records Letter"). The Records Letter shall be used by the Association to place outgoing Board and Committee members on notice of the requirement to return all Official Records and Association property in their possession once they have vacated their previously held position and are no longer seated on the Board or a Committee. If returned by the outgoing Board or Committee member as acknowledgement that he or she had no Official Records or Association property in his or her possession, said executed letter shall be kept as an Official Record for the timeframe specified in Section 718.111(12), Florida Statutes.

4.3 The form of Receipt of Official Records and Association Property from Outgoing Board/Committee Member attached hereto as **Exhibit "B"** is hereby adopted (the "Receipt"). The Receipt shall be used by the Association to catalog all Official Records and Association property received by the Association from an Outgoing Board or Committee member. The completed Receipt shall be kept as an Official Record for the timeframe specified in Section 718.111(12), Florida Statutes.

4.4 General compliance with this Resolution shall be sufficient, it being intended to be used as a guideline to be used by the Association in ensuring that all Official Records and Association property held by outgoing Board and Committee members is returned to the Association in accordance with Section 718.111(12), Florida Statutes.

CINNAMON COVE MASTER ASSOCIATION, INC.

[date]

Dear Outgoing Board/Committee Member:

The Board of Directors wishes to thank you for your service to the Cinnamon Cove Master Association, Inc. We would like to take this opportunity to remind you that, as of July 1, 2014, Section 718.111(12)(f), Florida Statutes provides as follows:

An outgoing board or committee member must relinquish all official records and property of the association in his or her possession or under his or her control to the incoming board within 5 days after the election. The division shall impose a civil penalty as set forth in s. 718.501(1)(d)6. against an outgoing board or committee member who willfully and knowingly fails to relinquish such records and property.

Accordingly, if you have not already done so, we hereby request that you return all Official Records of the Association, including but not limited to copies of the Condominium Documents provided to you by the Association and any and all legal opinion letters provided to you in your capacity as a Board/Committee member. Copies of legal opinion letters (including e-mails) must not be made and any such information stored on personal computer or other devices must be permanently deleted. Additionally, we hereby request that you return any other Association property in your possession. We would ask that you deliver the documents and property to the Association office within five (5) days of the date of this letter.

If you do not have any Official Records or Association property to return to the Association, we would request that you please sign where indicated below and return the letter to the Association office at the address provided above.

Thank you in advance for your cooperation.

Sincerely,

Board of Directors

I hereby acknowledge that I do not have any Official Records or Association property to return to the Association as required by Section 718.111(12)(f), Florida Statutes.

By: _____

Print Name: _____

Date: _____

**Exhibit "A" to Rule
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CINNAMON
COVE
MASTER
ASSOCIATION,
INC.**

**Receipt of Official Records and Association Property from
Outgoing Board/Committee Member**

Section 718.111(12)(f), Florida Statutes provides: "An outgoing board or committee member must relinquish all official records and property of the association in his or her possession or under his or her control to the incoming board within 5 days after the election. The division shall impose a civil penalty as set forth in s. 718.501(1)(d)6. against an outgoing board or committee member who willfully and knowingly fails to relinquish such records and property."

In furtherance of the foregoing, I am returning the following Official Records and Association property to the Association. The documents and property listed below constitutes all Official Records and Association property I have in my possession.

1. _____
2. _____
- _____ 3.
- _____
- _____ 4.
- _____
- _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Executed this _____ day of _____, 20__.

By: _____ Print Name: _____

RECEIPT BY ASSOCIATION

Received by: _____

Rec

SECTION 5. UNIT OWNER INQUIRIES

WHEREAS, Section 718.112(2)(a)2 of the Act provides that the Association, through its Board of Directors, may adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries; and

WHEREAS, the Board of Directors believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, which will protect the Association against the liability affiliated with unintentionally failing to respond to multiple “inquiries” filed by Unit Owners.

NOW THEREFORE, the following Rule is adopted:

5.1 An “inquiry” is defined as a question, which specifically requests a written response from the Association. Citation to the above-referenced statute is adequate.

5.2 An inquiry will be deemed received by the Association, on the next business day following the day on which a duly-authorized representative of the Association signed for the certified letter of inquiry to the Association addressed to the President of the Association, or the Association’s Registered Agent, pursuant to the most recent on-line records of the Florida Secretary of State, Division of Corporations.

5.3 All responses of the Association shall be in writing, and shall be deemed effective when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per the Official Records of the Association, or the address contained on the document constituting the inquiry.

5.4 The Association is only obligated to respond to one written inquiry per Unit owned in any given 30-day period. The Association shall respond to each pending inquiry, as required by law. A Unit Owner’s submission of more than one inquiry per Unit owned during a thirty (30) day period, or the inclusion of more than one inquiry in a single piece of correspondence, shall result in the Association only responding to the first inquiry received. In such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30) day period, or periods, as applicable.

5.5 Unit Owners shall not be permitted to file more than one inquiry with the Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association’s substantive response, or disagrees with the response, that fact will not be sufficient to obligate the Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a substantive answer has been given.

5.6 Should any Unit Owner inquiry involve privileges pertaining to pending or potential litigation, matters subject to the attorney-client or work product privilege, or matters which involve any other legally cognizable privilege, the Association shall not be obligated to provide

a substantive response to the Unit Owner if such would result in a waiver or violation of any privilege.

5.7 Any violation of this Rule shall be deemed a violation of a rule of the Association, and shall subject the Unit Owner to all remedies provided by Florida Law and the governing documents with respect to same, including the levy of fines.

SECTION 6. TRANSFER QUESTIONNAIRES

WHEREAS, Section 718.111(12) (e), Florida Statutes (2016) provides:

1. The association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the condominium or the association other than information or documents required by this chapter to be made available or disclosed. The association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed \$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the association in connection with the response.

2. An association and its authorized agent are not liable for providing such information in good faith pursuant to a written request if the person providing the information includes a written statement in substantially the following form: "The responses herein are made in good faith and to the best of my ability as to their accuracy."; and

WHEREAS, the Association receives a significant number of requests from prospective purchasers and prospective purchasers' lenders and title insurers regarding various information regarding the Community and the Association (hereinafter "Transfer Questionnaires"); and

WHEREAS, the Transfer Questionnaires are presumably used in part to determine whether a mortgage loan will be given for acquisition of a Unit within the Community and in connection with the issuance of title insurance; and

WHEREAS, the Association occasionally receives inquiries from potential Unit purchasers, real estate agents and other non-Owners pertaining to the operation of the Association (thereinafter "Buyer Inquiries"); and

WHEREAS, Buyer Inquiries are typically made in good faith to assist a potential Unit purchaser in reaching a purchase decision; and

WHEREAS, the Association is under no legal obligation to respond to Transfer Questionnaires and Buyer Inquiries; and

WHEREAS, the Association nonetheless believes it to be in the best interest of the Association to facilitate the transferability of Units in the Community and to a reasonable degree, assist with processing requests for Transfer Questionnaires; and

WHEREAS, the Association does not believe it to be in the best interest of the Association to address Buyer Inquiries because the Association does make available to Owners to give to prospective purchasers all statutorily required information and because other communications pertaining to the Association are more appropriately made with the existing Unit Owners who have a contractual relationship with a prospective purchaser; and

WHEREAS, the Board wishes to adopt a written policy to provide guidance to the Association, the Board, and Management (the Association's licensed Community Association Manager and/or Community Association Management Firm) with respect to processing Transfer Questionnaires.

THEREFORE, IT IS HEREBY RESOLVED as follows:

6.1 The Association, through management, shall use reasonable efforts to respond to Transfer Questionnaires.

6.2 If Management, in consultation with the President, believes that any particular request for a Transfer Questionnaire is unduly burdensome, is accompanied by direct or indirect threats of potential legal action, or if the deadline for a required response is too short to reasonably process the request, the Association may decline to process such request and may (but shall not be obligated to) simply inform the requestor that the Association is unable to respond to this particular request in accordance with the Association's policies.

6.3 The Association establishes a fee (hereinafter "Transfer Questionnaire Processing Fee") of \$150.00 to process Transfer Questionnaires. If the maximum permissible fee under the Act is increased, this Resolution adopts the higher fee.

6.4 The Association shall require that the Transfer Questionnaire Processing Fee be paid in advance, before the Association begins to process the request for completion of a Transfer Questionnaire. The Association's entitlement to the fee shall not be dependent upon any third party being satisfied with the time-frame in which the Transfer Questionnaire is completed, nor its completeness, content or accuracy.

6.5 If the Association's representatives are unable to answer any question or provide other information requested by a Transfer Questionnaire, because the Association is not reasonably possessed of such information, the Association shall respond to such question or request for information by stating "Information Not Available" or a similar summary statement.

6.6 If completion of Transfer Questionnaire requires the provision of answers or information which would require review by the Association's attorney, the Association shall request its attorney to provide a "not to exceed" fee quote for providing such information and shall require pre-payment of such fee as a condition of processing the Transfer Questionnaire.

The attorney may bill the Association directly and the Association shall use the pre-paid funds toward payment of that invoice. Any excess funds will be refunded to the person requesting the Transfer Questionnaire. The Association's consultation with its legal counsel in completing a Transfer Questionnaire shall not create an attorney-client relationship in any third party, including any Unit Owner or person requesting the completion of a Transfer Questionnaire.

6.7 The Transfer Questionnaire Processing Fee shall be allocated between the Association and Management as per any relevant terms of the Association's management agreement.

6.8 Responses to Transfer Questionnaires shall always include the following statement:

"The responses herein are made in good faith and to the best of my ability as to their accuracy."

6.9 The Association shall generally not respond to Buyer Inquiries and shall refer inquirers to the Unit Owner and may provide inquirers with a copy of this Resolution. The President may waive this general policy if he/she believes it to be in the best interest of the Association and in such cases all responses shall be accompanied by the disclaimer language set forth in Paragraph 6.8, above.

6.10 It is intended that to the extent any discretion needs to be exercised in the implementation of this Rule on a day-to-day basis, Management, in consultation with the President, shall be delegated such discretion.

SECTION 7. FINING/SUSPENSION COMMITTEE ("COMPLIANCE COMMITTEE")

AND CREATING FINING/SUSPENSION PROCEDURES

WHEREAS, the Cinnamon Cove Master Association, Inc. ("Association") is the corporation charged with the operation, maintenance, management of the Cinnamon Cove Community, which includes fourteen (14) Condominiums (hereinafter collectively referred to as "Condominiu

ms"); and

WHEREAS, the day-to-day affairs of the Association are administered by the Board of Directors of the Association ("Board"); and

WHEREAS, Section 718.303(3), Florida Statutes (2016) provides that the Association may levy and impose reasonable fines for the failure of the Owner of the Unit or its Occupant, Licensee, or Invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association and that an association may suspend, for a reasonable period of time, the right of a Unit Owner, or a Unit Owner's Tenant, Guest, or Invitee, to use the common elements, common facilities, or any other association property for failure to comply

with any provision of the declaration, the association bylaws, or reasonable rules of the association; and:

WHEREAS, the Board is desirous of empowering the General Manager (“Manager”) with the authority to initiate the fining and/or suspension process by authorizing the issuance of required notices and otherwise administering the fining and suspension procedure; and

WHEREAS, the Board is also desirous of creating a Compliance Committee (the “Committee”), as contemplated by Section 718.303(3), Florida Statutes.

NOW, THEREFORE, it is hereby resolved as follows:

7.1 The above recitations are true and correct and are hereby incorporated into this Rule.

7.2 The Committee shall consist of not less than three (3) members, who may be appointed by the Board from time to time. The Committee members shall serve at the pleasure of the Board of Directors. The Committee members may be removed or replaced on motion of the Board, documented in the minutes, without need for further resolution of the Board. The Committee members must be Unit Owners in the Community but may not be Board members nor persons residing in a Board member’s household. The Board shall have the power to fill vacancies in the Committee and, at any time, remove any member of the Committee with or without cause. The Board shall also have the power to dissolve such Committee. The Committee shall, amongst itself, elect a Chair and, if desired by the Committee, a Vice-Chair.

7.3 The Manager, in appropriate situations, shall initially address violations through the issuance of a “Notice of Violation,” generally in the form attached to this Rule as Exhibit “1” or similar form promulgated by the Board. The Manager may confer with the President and or legal counsel in attending to this function, but shall be delegated the general authority and responsibility to provide initial notices of violations of the Governing Documents (which shall include the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, the Bylaws, and the Rules and Regulations), as well as violations of any policies, resolutions or lawful orders of the Board of Directors, or applicable provisions of law; all of which shall be referred to in this Rule as a violation of the Governing Documents. The Manager may confer with the President and or legal counsel, but shall be delegated the general authority (subject always to contrary direction by the President or the Board) to determine which violations shall be initially addressed through a warning letter first sent, and which such proceedings may be initiated without the provision of a prior warning through issuance of a Notice of Violation, referenced above. It shall generally be the policy of the Association to issue prior warnings to first time offenders for minor violations. It shall generally be the policy of the Association that where a person sought to be fined and/or suspended has violated the Governing Documents in the past, or where the alleged violation is sufficiently serious, as determined by the Manager or the President, the fining/suspension procedure may be initiated without a prior warning/opportunity to cure.

7.4 Assuming that the Notice of Violation does not result in the resolution of an alleged violation to the satisfaction of the Manager, or in cases where no Notice of Violation is issued, the Manager, on behalf of the Board, shall be empowered with the authority to initiate the fining and/or suspension process by placing on the agenda for a regular or specially scheduled meeting of the Board of Directors the consideration of levying a fine and/or suspension.

7.5 If at the meeting of the Board of Directors, a majority of the Board votes to levy a fine and/or suspension, the Unit(s) and person(s) against whom the fine and/or suspension is levied shall be delivered written notice of the Board's action levying the fine and/or suspension and further be notified of a hearing before the Committee where the fine and/or suspension shall be considered by the Committee for confirmation or rejection of the fine and/or suspension. The written notice shall be in a form generally equivalent to the "Notice of Hearing" attached here to as Exhibit "2," and shall be delivered by certified mail, return receipt requested, with an additional copy by regular mail. E-Mail copies may also be sent, but are not required. If the fine and/or suspension is confirmed by the Committee, the fine and/or suspension may be deemed imposed without further action of the Board of Directors unless a contrary intention is reflected in the minutes of the Board meeting where the fine is levied.

7.6 The Committee shall be empowered with the authority to conduct fining/suspension hearings. At least a majority of the Committee Members are required for a quorum of the Committee. Actions of the Committee shall be by vote of a majority of the Committee Members present. At said hearings, the Committee shall be empowered with the authority to either confirm or reject the fine and/or suspension levied by the Board. The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

7.7 If the Committee confirms the fine and/or suspension, the fine and/or suspension may be imposed by the Board of Directors. The Board of Directors may either hold a meeting of the Board following the Committee Meeting to impose the fine and/or suspension. Alternatively, a fine and/or suspension may be deemed imposed upon Committee's confirmation of the fine and/or suspension as provided above, and shall be deemed automatically imposed after the Committee's hearing unless the minutes of the Board meeting levying the fine state otherwise. Once the fine and/or suspension is imposed, the Board of Directors shall deliver a "Notice of Imposition of Fine and/or Suspension" in a form generally equivalent to Exhibit "3" attached hereto.

7.8 The hearing will be conducted by the Chairman of the Committee or the Manager. If the Board meets simultaneously with the Committee, members of the Board may be called to present evidence of violations, if applicable. Board members will not question or address the accused or witnesses nor otherwise participate in the conduct of the hearing. If the Committee hearing is held separately from the meeting of the Board where a fine/suspension is to be levied, the Committee shall send the Board a "Report of Compliance Committee" ("Report") in a form generally equivalent to Exhibit "4" hereto. The Chair or Vice-Chair of the Committee shall be required to sign the Reports, which signature shall be presumed to represent the decision of the

Committee. If the Board meets simultaneously with the Compliance Committee, no Report shall be required and the decision of the Committee shall be reflected in the minutes of the Board meeting.

7.9 A suspension pursuant to this provision shall apply to the use rights in all of the Common Elements, except that such suspension shall not apply so as to prohibit access to Association Property or Units, or use of parking spaces or elevators. Suspension shall specifically (but without limitation) prohibit the use of the clubhouse, swimming pools, spa, tennis/pickleball courts, shuffleboard courts, lakes (for fishing), and all recreational facilities and amenities, and participating in any recreational program or other events provided or sponsored by the Master Association. Such suspension shall be for a reasonable time, as determined by the Board in its levy of the suspension, subject to confirmation by the Committee.

7.10 The Board may delegate such other powers and duties to the Manager or to such other person as may be necessary or appropriate under the circumstances. The Board may adopt additional policies and procedures for the Manager or such other persons to follow, or to be utilized in connection with the fining/suspension process, as amended from time to time.

7.11 General compliance with this Rule shall be sufficient, it being intended to be used as a guideline to ensure fairness in the fining/suspension process. It is the intention of this Rule and its exhibits that persons sought to be fined and/or suspended are given a reasonable notice to be heard before the imposition of a fine and/or suspension of use rights. The Manager, in consultation with the President, where appropriate, shall have the authority to disregard the provisions of this Rule in circumstances where the alleged behavior of a person constitutes a violation of criminal law, or poses a threat to the health, peace, safety, or welfare of the residents of the Community, or in other circumstances where the Association believes such disregard is justified. Compliance with this Rule and the imposition of fines or suspensions shall not be deemed a prerequisite to the initiation of legal proceedings or other remedies to enforce the Governing Documents.

NOTICE OF VIOLATION

_____ [Date Sent]

FIRST CLASS MAIL

TO: [Unit Owner Address of Record, Name All Record Owners Per Deed, if Owner Occupied Unit] or [Tenant/Non-Owner Occupant at Unit's Address, if Non-Owner Occupied Unit]

Dear [Unit Owner, if Owner Occupied Unit] or [Name Tenant/Non-Owner Occupant, if NonOwner Occupied Unit]:

The following violations of the Governing Documents have been noted with regard to your property or the conduct of you, your Unit's Occupants, Guests, Licensees, or Invitees.

[Insert violation(s) here including citation to Governing Documents.]

Please be advised that if this violation (*these violations*) is (*are*) not corrected by [date*], or if further violations occur, the Association reserves the right to take further action against you to enforce the Governing Documents. You are required to [fill in demanded relief here].

If you fail to comply, further legal action may ensue without further notice or demand. Such legal action may include (but is not limited to): the imposition of a fine and/or suspension of certain use rights of Association Property following a proper notice and opportunity for hearing as required by law; and/or the filing of a lawsuit for damages in the court of appropriate jurisdiction; and/or the filing of a lawsuit for an injunction in the court with appropriate jurisdiction; and/or the initiation of mandatory non-binding arbitration proceedings with the Division of Condominiums, Timeshares and Mobile Homes. In the event the Association takes any of the foregoing legal actions, the Association will seek to recover its attorneys' fees and costs as permitted by the Governing Documents and the Florida Condominium Act, Chapter 718, of the Florida Statutes.

[Include this paragraph only if Unit is Non-Owner Occupied] This Notice is also being provided to the record Owner(s) of the Unit. Pursuant to Florida law and the Governing Documents, the Unit Owner is jointly and severally liable for the conduct of his or her Tenants, and the Occupants of the Unit, as well as their Guests, Licensees, or Invitees. Accordingly, if the violation is not corrected, this letter serves as notice that the Association may also take the above-referenced actions against the Unit Owner(s), either directly, or jointly and severally.

EXHIBIT 1- NOTICE OF VIOLATION (Page 1 of 2)

** In general 10 days' notice will be given for correction of most violations. Other violations may result in the initiation of a proposed fine without a prior warning, and this letter would not be used. The Manager shall have the authority to require more timely compliance, including immediate compliance, in appropriate circumstances, as*

well as more liberal compliance deadlines, as determined in the discretion of the Manager in consultation with the President.

Very truly yours,

[Association Manager]

On behalf of the Board of Directors

cc: [If Owner Occupied, Unit Owner by e-mail, if Association has e-mail address, but e-mail optional]

[If Non-Owner Occupied, Tenant/Non-Owner Occupant by e-mail if Association has email address, but optional]

[If Non-Owner Occupied, Unit Owner Address of Record by regular mail and e-mail if Association has e-mail address, but e-mail is optional]

[Board President]

EXHIBIT 1– NOTICE OF VIOLATION (Page 2 of 2)

NOTICE OF HEARING

_____ [Date Sent – Must be at least 20 days before hearing]

CERTIFIED MAIL # [Fill in Tracking Number from Green Card Here]

TO: [Unit Owner Address of Record, Name All Record Owners Per Deed, if Owner Occupied Unit] or [Tenant/Non-Owner Occupant at Unit's Address, if Non-Owner Occupied Unit]

Dear [Unit Owner, if Owner Occupied Unit] or [Name Tenant/Non-Owner Occupant, if NonOwner Occupied Unit]:

Section 718.303(3), Florida Statutes and the Association's "Rules and Regulations Establishing Fining/Suspension Committee ("Compliance Committee") and Creating Fining/Suspension Procedures" authorizes the Cinnamon Cove Master Association, Inc. ("the Association") to levy reasonable fines and/or suspend use rights for a reasonable time for failure of the Owner of a Unit or its Tenants, Occupants, Guests, Licensees, or Invitees to comply with any provision of the Governing Documents.

[If fining and Notice of Violation was given in advance, use the following] The violation described in the Association's Notice of Violation dated _____, 20____, has not been corrected and/or has resumed. Accordingly, the Association's Board of Directors has levied a fine against you in the amount of [insert amount of fine/\$100.00 per day per violation, up to \$1,000 in the aggregate for a continuing violation and state per day fine and number of days].

[If fining and NO Notice of Violation was given in advance, use the following instead of previous paragraph] The Association's Board of Directors has levied a fine against you in the amount of [insert amount of fine/\$100.00 per day per violation, up to \$1,000 in the aggregate for a continuing violation and state per day fine and number of days]. The following violations of the Governing Documents have been noted with regard to the Unit you own and/or are occupying, or the conduct of you, your Unit's Tenants, Occupants, Guests, Licensees, or Invitees. [Insert violation(s) here including citation to Condominium Documents and as much detail as possible as to date(s), time(s) and place(s) of alleged violation(s).]

[If suspending, use the following] The Association has also [delete "also" if Association is only suspending and not fining] suspended your Unit's right to use certain Association Property, which include clubhouse, swimming pools, spa, tennis/pickleball courts, shuffleboard courts, lakes (for fishing), and all recreational facilities and amenities, and participating in any recreational program or other events provided or sponsored by the Master Association.

Pursuant Section 718.303(3)(b), Florida Statutes, a hearing before the Compliance Committee (the "Committee," an impartial committee of unit owners who are neither Board members nor persons in a Board member's household), will be held on the [day] day of [month] 20[year], at [time] at [place, include address] to determine whether to confirm or reject the fine and/or suspension levied by the Board of Directors.

EXHIBIT 2 - NOTICE OF HEARING (SEND AT LEAST 20 DAYS IN ADVANCE OF

You have a right to attend the hearing to respond, to present evidence, and to provide written or oral argument. You shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. You also have a right to be represented by counsel at the hearing. If you intend to appear with counsel, please notify the Association, in writing, no later than seven (7) days prior to the hearing so that the Association has sufficient time to arrange for its counsel to be present should it choose to do so.

If you fail to appear at the hearing, the fine and/or suspension, if confirmed by the Committee, will be imposed after a hearing has been conducted in your absence. If you have any questions about scheduling, please contact *[Association Manager]* at *[phone number]* or *[e-mail address]*.

In the event that the Committee confirms the fine and/or suspension levied by the Board of Directors, the fine and/or suspension will be imposed. If the Committee rejects the fine and/or suspension, it will not be imposed. You will receive written notice of any fine and/or suspension imposed.

[Include this paragraph only if Unit is Non-Owner Occupied] This Notice is also being provided to the record Owner(s) of the Unit. Pursuant to Florida law and the Governing Documents, the Unit Owner is jointly and severally liable for the conduct of his or her Tenants, and the Occupants of the Unit, as well as their Guests, Licensees, or Invitees. Accordingly, the fine may also be imposed against the Unit Owner(s), either directly, or jointly and severally. In cases where only a Non-Owner (e.g. Tenant, Occupant or Invitee) is fined, the Unit Owner shall be jointly and severally liable for payment of the fine. *[Use following suspension sentence, if applicable.]* Unit Owners shall likewise be suspended from common facility use during the period of the suspension of a Non-Owner. Unit Owners have the right to attend the Committee Hearing.

Very truly yours,

[Association Manager]

On behalf of the Board of Directors

cc: *[If Owner Occupied, Unit Owner Address of Record by regular mail w/ encl. and e-mail w/encl., if Association has e-mail address, but e-mail optional]*

[If Non-Owner Occupied, Tenant/Non-Owner Occupant by regular mail w/ encl. and e-mail mail w/encl., if Association has e-mail address, but e-mail optional]

[If Non-Owner Occupied, Unit Owner Address of Record by Certified Mail (with tracking number) w/encl., regular mail w/encl. and e-mail w/encl., if Association has e-mail address, but e-mail optional]

[Board President]

EXHIBIT 2 - NOTICE OF HEARING (SEND AT LEAST 20 DAYS IN ADVANCE OF HEARING) (Page 2 of 2)

NOTICE OF IMPOSITION OF FINE AND/OR SUSPENSION

_____ [Date Sent]

CERTIFIED MAIL # [Fill in Tracking Number from Green Card Here]

TO: [Unit Owner Address of Record, Name All Record Owners Per Deed, if Owner Occupied Unit] or [Tenant/Non-Owner Occupant at Unit's Address, if Non-Owner Occupied Unit]

Re: Notice of Violation Dated [Fill In: Include date and use only if Notice of Violation was given in advance]; Hearing Held _____, 20____

Dear [Unit Owner, if Owner Occupied Unit] or [Name Tenant/Non-Owner Occupant, if NonOwner Occupied Unit]:

The Compliance Committee (the "Committee") confirmed the fine levied by the Board of Directors in the amount of \$_____ per day/\$_____ cumulative, as authorized by law. [Use only the following sentence where applicable] The Committee also confirmed that your right to use non-essential Association Property, as defined in the Association's "Rules and Regulations Establishing Fining/Suspension Committee ("Compliance Committee") and Creating Fining/Suspension Procedures," including the clubhouse, swimming pools, spa, tennis/pickleball courts, shuffleboard courts, lakes (for fishing), and all recreational facilities and amenities, and participating in any recreational program or other events provided or sponsored by the Master Association, be suspended for a period of _____ () days, effective _____, 20____. As such, the Board of Directors has imposed a fine in the total amount of \$_____ and/or has imposed the suspension for a period of _____ () days, the suspension is effective beginning _____, 20____. **Payment of the fine is due (must be received by the Association) no later than fifteen (15) days from the date of this letter.** The suspension applies to all Unit Owners, Tenants, Occupants, Guests, Licensees, and Invitees. [This paragraph may be edited to be tailored to whether a fine, a suspension, or both have been imposed]

[Include this paragraph only if Unit is Non-Owner Occupied] This Notice is also being provided to the record Owner(s) of the Unit. Pursuant to Florida law and the Condominium Documents, the Unit Owner is jointly and severally liable for the conduct of his or her Tenants, Occupants, Guests, Licensees, and Invitees and for fines and/or suspensions imposed upon them. Accordingly, this Notice serves as notice to the Unit Owner(s) that he/she/they are jointly and severally liable for the payment of the fine.

You may remit payment of the fine at the Association, c/o Island Management Group, Post Office Box 100, Sanibel, Florida 33957 [edit as appropriate]. Checks should be made payable to the Cinnamon Cove Master Association, Inc. If you fail to pay the fine, or violate the Association's suspension order, the Association reserves all rights available under law to collect the fine and enforce the suspension [edit as appropriate]. These include (but are not limited to) additional suspension of use privileges as may be permitted by law, additional fines as may be permitted by law, filing an action in a court of competent jurisdiction to recover the fine and/or

EXHIBIT 3 - NOTICE OF FINE (Page 1 of 2)

enforce the suspension or the initiation of arbitration proceedings. Pursuant to the Association's Bylaws, the prevailing party in any action to collect a fine is entitled to recover their attorneys' fees from the non-prevailing party. Pursuant to Florida law, the prevailing party in other proceedings is likewise entitled to recover reasonable attorneys' fees and costs.

[In those circumstances where the Board's motion imposing the fine and/or suspension in the Report of Compliance Committee require a personal appearance before the Board following the Compliance Committee hearing, add the following] Although not required by law, the Association has determined that you may appear in person (or by telephone) before the Board of Directors to show cause why the above-listed fine and/or suspension should not be imposed. This will not be an evidentiary hearing. You must request the right to appear before the Board no later than fifteen (15) days from the date of this Notice, and you will be advised of the date, time and place of the Board meeting where you may appear.

Thank you for your prompt attention to this matter.

Very truly yours,

[Association Manager]

On behalf of the Board of Directors

cc: *[If Owner Occupied, Unit Owner Address of Record by regular mail w/ encl. and e-mail w/encl. if Association has e-mail address, but e-mail optional]*
[If Non-Owner Occupied, Tenant/Non-Owner Occupant by regular mail w/ encl. and e-mail mail w/encl., if Association has e-mail address, but e-mail optional]
[If Non-Owner Occupied, Unit Owner Address of Record by Certified Mail (with tracking number) w/encl., regular mail w/ encl. and e-mail w/encl., if Association has e-mail address, but e-mail optional] [Board President]

EXHIBIT 3 - NOTICE OF FINE (Page 2 of 2)
REPORT OF COMPLIANCE COMMITTEE

TO: Board of Directors, Cinnamon Cove Master Association, Inc.

1. Date of Notice of Violation: _____, 20 ____ **OR**

N/A (No Notice of Violation Given)

2. Date of Fining/Suspension Hearing: _____, 20 ____

3. Unit Number: _____

4. Name(s) of Unit Owner(s) and, if applicable, Tenant(s), Family Member(s), Occupant(s), Guest(s), Licensee(s) and/or Invitee(s): _____

5. Type of Alleged Violation [describe basic violation and applicable provision of Governing Documents]: _____

6. Proper notice of hearing verified with Manager: Yes No

7. Alleged Violator(s) is/was (check all that apply):

- | | | | | |
|------|--------------------------|-----------------------|--------------------------|--------------------------------------|
| Unit | <input type="checkbox"/> | Owner | <input type="checkbox"/> | Resident Family Member of Unit Owner |
| | <input type="checkbox"/> | Tenant | <input type="checkbox"/> | Resident Family Member of Tenant |
| Unit | <input type="checkbox"/> | Owner's Invitee | <input type="checkbox"/> | Tenant's Invitee |
| | <input type="checkbox"/> | Unit Owner's Licensee | <input type="checkbox"/> | Tenant's Licensee |
| | <input type="checkbox"/> | Other | | (specify) |

8. Names of those who appeared at hearing on behalf of Unit:

9. Names of those who presented evidence at the hearing on behalf of Association: _____

10. Physical evidence (if any) presented other than testimony of verbal observations: _____

EXHIBIT 4 - REPORT OF COMPLIANCE COMMITTEE (Page 1 of 2)

11. List any aggravating circumstances: _____

12. List any mitigating circumstances: _____

13. Other comments from Committee: _____

-
14. Fine (if any) Confirmed or Rejected: _____
15. Suspension (if any) Confirmed or Rejected: _____
16. Duration of Suspension: _____
17. If vote of Compliance Committee is not unanimous, list each vote here:

18. Should violator be given an opportunity to appear before the Board before fine and/or suspension is imposed? Yes No

Signed: _____
Chair or Vice-Chair of Compliance Committee

Print Name: _____

Date: _____

EXHIBIT 4 - REPORT OF COMPLIANCE COMMITTEE (Page 2 of 2)

SECTION 8. ELECTRONIC VOTING AND PARTICIPATION FOR ASSOCIATION

MEETINGS AND ELECTIONS

WHEREAS, Section 718.128, Florida Statutes (2016) provides that an association may conduct elections and other unit owner votes through an Internet-based online voting system and/or the use of electronic notice if a unit owner consents, in writing, to online voting and/or electronic notice and if various requirements are met.

WHEREAS, the Board of Directors has determined it to be in the best interest of the Association to enable the use of electronic voting and/or electronic notice in Association matters and to create the requisite authority required by the above-referenced statute; and

NOW THEREFORE, it is resolved as follows:

8.1 The Association may permit Unit Owners who desire to do so the ability to utilize electronic voting in conformance with the above-referenced statute, as amended from time to time, as well as any applicable administrative rules of the Florida Department of Business and Professional Regulation, as may now exist, be hereafter adopted, or as the same may be amended from time to time.

8.2 The Board or its President may determine that utilizing electronic voting is not in the best interest of the Association as to any particular meeting or election. Accordingly, there shall be no obligation for the Association to utilize electronic voting at any particular meeting or election.

8.3 Notice to Unit Owners of the opportunity to vote through an online voting system shall be provided as required by law.

8.4 The Association hereby adopts the following forms which are incorporated into this Resolution by reference:

- Attached as **Exhibit "A"** is the "Consent to Electronic Voting and/or Consent to Receive Electronic Notice of Meetings," which a Unit Owner must sign and file with the Association, or which may be affirmed by the Unit Owner, in order for a Unit Owner to be entitled to vote by electronic means and/or to receive electronic notice of meetings, and
- Attached as **Exhibit "B"** is the "Revocation of Consent to Electronic Voting and/or Revocation of Consent to Receive Electronic Notice of Meetings," which a Unit Owner may sign and file with the Association, or which may be affirmed by the Unit Owner, to revoke their consent to electronic voting and/or their consent to receive electronic notice of meetings.

Unless prohibited by law, an e-mail notification from a Unit Owner to the Association may be used in lieu of a signed consent or revocation form, in which case the terms of the attached consent and revocation forms are incorporated by reference and shall be deemed affirmed by the Unit Owner when consent is given or revoked by e-mail.

8.5 In order to implement electronic voting, the Association may contract with an outside vendor or other party that provides electronic voting services (referred to collectively hereinafter as the "Provider"). The Board shall use reasonable judgment to ensure that such Provider's services comply with the requirements of law.

8.6 The Association or its agent shall notify Unit Owners in meeting notice materials, as provided by law, of the ability to vote electronically, including but not

limited to the Provider's e-mail address or website in a manner the Association reasonably believes to be sufficient to enable Unit Owners to participate in electronic voting.

8.7 Unit Owners who consent to vote by electronic means may still vote in person, if they choose, by paper means (use of proxies and ballots), or may send proxies to the Association by facsimile transmission or electronic mail, to the extent the Association otherwise receives and accepts proxies through such media. In the event of multiple votes cast by a Unit as to the same matter, the vote cast first in the election of Directors shall prevail, while the last vote cast will prevail with respect to non-election issues.

8.8 By signing or confirming the consent form attached as Exhibit "A" hereto and otherwise choosing to vote electronically as enabled by this Resolution, each Unit Owner recognizes that the Association cannot control the practices of third parties regarding internet communications and use of the Owner's e-mail address. As such, and as a condition of the Association's agreement to permit electronic voting, each Unit Owner who consents to electronic voting releases and waives any claim against the Association pertaining to such voting, including but not limited to the transmission or placement of "viruses," "malware," "spyware," "cookies," and the like. Each Unit Owner who consents to electronic voting also consents to the Association's publication of their e-mail address, as well as other information (including necessary personal identifying information) to Providers or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes. Such information shall not be considered an official record, and shall not be available for Unit Owner inspection unless required by law.

8.9 By signing or affirming the consent form attached as Exhibit "A" hereto, each Unit Owner further recognizes that internet/electronic communications may be subject to failure, interruptions, or other problems due to a variety of reasons, including but not limited to Unit Owner operator error, Provider system or server failures, "spam" blockers, power outages, and the like. As such, and as a condition of the Association's agreement to permit electronic voting, each Unit Owner who consents to electronic voting releases and waives any claim or challenge to such voting, including but not limited to situations where a Unit Owner vote was not received or counted by the Association due to no fault of the Board of Directors or management.

**CONSENT TO ELECTRONIC VOTING AND/OR CONSENT TO RECEIVE
ELECTRONIC NOTICE OF MEETINGS**

The undersigned, being all the Owners or an eligible voter, for Unit No./Address _____, at **Cinnamon Cove**, pursuant to Florida Statutes, hereby consent(s) in writing to:

(Please place a check mark or x in the box or boxes below for which you are giving consent. You may consent to electronic voting, receiving electronic notice or both).

1. **ELECTRONIC VOTING.** By signing this consent form (or consenting to electronic voting by e-mail sent to the Association), I/we consent to voting electronically at meetings and elections for **Cinnamon Cove Master Association, Inc.** to the fullest extent permitted by law, pursuant to the provisions of the Board's Resolution authorizing electronic voting ("Resolution"), and release and waive any claim against the Association pertaining to such voting, including but not limited to the transmission or placement of "viruses," "malware," "spyware," "cookies," and the like and any claim or challenge to such voting, including but not limited to situations where a Unit Owner vote was not received or counted by the Association due to no fault of the Board of Directors or management.

I/We designate the following email address for electronic voting purposes, which e-mail address and other information (including personal identifying information) may be released to a third party that provides electronic voting services or other third parties to the extent and as may be reasonably necessary to enable the use of electronic voting processes:

(PRINT NEATLY) _____.

The undersigned understands and agrees that in order to be valid, this consent form must be signed and on file with the Association no later than **72 hours** prior to the meeting or election in which the Unit Owner wishes to vote by electronic means, and that all electronic votes shall be cast at least **48** hours in advance of said meeting at which time the ability to vote electronically shall be deemed closed for that meeting or election.

I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address no later than 72 hours prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. If I/we do not provide timely written notice of this change of e-mail address to the Association as provided herein, I/we further understand and agree that I/we may not be able to vote electronically until the next membership meeting and/or election.

2. **ELECTRONIC NOTICE.** I/we consent to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of **Condominium Association, Inc.** I/We designate the following email address for electronic notice purposes:

(You may write "same as above" or provide a different email address for electronic notice purposes) _____.

Exhibit "A" to Rule 8

Page 1 of 2

The undersigned understands that mailed/paper notice may not be provided to the Unit Owners unless the Unit Owners have rescinded their consent to receive electronic notice of meetings. **Please be aware that if you consent to receive electronic notice of meetings, your e-mail address designated for that purpose will be an official record of the Association.**

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

**Exhibit "A" to Rule
8 Page 2
of 2**

REVOCATION OF CONSENT TO ELECTRONIC VOTING AND/OR REVOCATION
OF CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS

The undersigned, being all the Owners or an eligible voter for Unit No./Address _____, at *Cinnamon Cove*, have previously consented in writing to electronic voting at meetings and elections and/or to receive electronic notice of meetings/elections for *Cinnamon Cove Master Association, Inc.*, as permitted by law and duly filed with the Association.

I/We hereby _____ revoke my/our consent for the following (check all that apply):

Electronic Voting Electronic Notice

The undersigned understands and agrees if revoking consent for electronic voting, this form must be signed and on file with the Association no later than ten (10) days prior to the meeting or election in which the Unit Owner wishes to revoke consent to vote by electronic means or the revocation will not be effective until the next membership meeting and/or election. However, if the Association receives this revocation less than ten (10) days prior to the meeting or election, the revocation will be effective for the next subsequent membership meeting.

Furthermore, the undersigned understands and agrees that if revoking consent for electronic notice, this form must be signed and on file with the Association no later than **seventy-two (72) hours** prior to the Association sending notice of a meeting or election in which the Unit Owner wishes to revoke consent to electronic notice or the revocation will not be effective until the next meeting and/or election.

All Owners of the Unit or Eligible Voter Please Print Name, Affix Date and Sign Below:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

Exhibit "B" to Rule 8
Page 1 of 1

