

Substantial rewording. See governing documents for current text.

**RULES AND REGULATIONS OF
CEDAR CREEK PROPERTY OWNERS ASSOCIATION, INC.**

Contents

RULE 1 GENERAL PROVISIONS. 3

 1.1 Definitions..... 3

 1.2 Managing Agent..... 3

 1.3 Conflicts..... 3

 1.4 Savings Clause..... 3

 1.5 Interpretation..... 3

 1.6 Enforcement..... 3

RULE 2 GOVERNING ATTENDEE PARTICIPATION AT MEETINGS. 3

 2.1 Definitions..... 3

 2.2 Attendance at Meetings..... 4

 2.3 Participation at Meetings. 4

 2.4 Taping of Meetings..... 5

 2.5 Enforcement of Meeting Rules. 5

RULE 3 GOVERNING INSPECTION AND COPYING OF OFFICIAL RECORDS. 5

 3.1 Additional Definitions. 5

 3.2 Method or Policy for Retaining Official Records..... 6

 3.3 Requesting a Records Inspection..... 6

 3.4 Designating an Authorized Representative..... 7

 3.5 Limitations on Records Inspections..... 7

 3.6 Decorum During Records Inspections..... 7

 3.7 Copying Official Records. 8

 3.8 Fees for Personnel Costs and Copies..... 8

RULE 4 ASSOCIATION FEE SCHEDULE..... 8

 4.1 Estoppel Letters. 8

 4.2 Mortgagee/Lender Questionnaires..... 9

 4.3 Transfer Approvals. 9

 4.4 Fees Charged in Connection with Records Inspections..... 9

RULE 5 USE OF ELECTRONIC NOTICE FOR ASSOCIATION MEETINGS..... 9

RULE 6 HURRICANE PROTECTION SPECIFICATIONS. 9

RULE 7 FINING AND SUSPENSION..... 9

7.1	Additional Definitions.	9
7.2	Association Provides Notice of Violation and Demand to Cure.	10
7.3	Board Votes to Levy Fine and/or Suspension.....	10
7.4	Conflicts.....	11
7.5	Interpretation.....	11
7.6	Notice to Party of Hearing.....	11
7.7	Committee Hearing.....	11
7.8	Notice of Imposition.	11
RULE 8	ASSESSMENT COLLECTION POLICY.	12
8.1	Due Dates of Assessments and other Monetary Obligations.....	12
8.2	Once Ten (10) Days Delinquent.	12
8.3	Once Thirty (30) Days Delinquent.	12
8.4	Once Seventy-Five (75) Days Delinquent.	12
8.5	Once One Hundred Twenty (120) Days Delinquent.....	12
8.6	Foreclosure of Lien.	13
RULE 9	PROCUREMENT AND PURCHASING POLICY.	13
9.1	Purchasing Practices.	13
9.2	Delegation of Authority Rules.....	13
9.3	Incorporation of Section 720.3055, F.S.....	15
	Form “3-1” REQUEST TO INSPECT AND COPY OFFICIAL RECORDS.....	17
	Form “3-2” REQUEST TO DESIGNATE OR CHANGE AUTHORIZED REPRESENTATIVE	18
	Form “7-1A” NOTICE OF VIOLATION AND DEMAND TO CURE.....	19
	Form “7-1B” NOTICE OF VIOLATION AND DEMAND TO CURE.....	20
	Form “7-2” NOTICE OF HEARING.....	21
	Form “7-3” NOTICE OF IMPOSITION.....	22

RULE 1 GENERAL PROVISIONS.

1.1 Definitions. The definitions set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Cedar Creek, as it is amended from time to time, shall apply to all provisions of these Rules as they exist now and as they are amended from time to time. These Restated Rules and Regulations of Cedar Creek Property Owners Association, Inc. shall be referred to herein as the “**Rules**” and may create additional defined terms.

1.2 Managing Agent. “Managing Agent” means the community association manager, management firm, or other third-party who has been tasked with keeping the Inspectable Official Records and making these records available for inspection and copying.

1.3 Conflicts. In the event that any inconsistencies exist among the provisions of these Rules and the other Governing Documents or in the event of a conflict in the interpretation of the Governing Documents any such inconsistency or conflict shall be resolved in favor of the higher priority Governing Document. The Governing Documents are ranked from highest priority to lowest priority as follows: Declaration (highest), Articles, Bylaws, and Rules (lowest).

1.4 Savings Clause. If any provision of the Governing Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Governing Documents shall remain in full force and effect.

1.5 Interpretation. The Board shall be responsible for interpreting the provisions of the Governing Documents. The Board’s interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association’s legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish that the Board’s interpretation is valid.

1.6 Enforcement. The Association shall have all rights and remedies available to enforce the Rules as any other provision of the Governing Documents, including, without limitation, the authority to levy fines and initiate legal action.

RULE 2 GOVERNING ATTENDEE PARTICIPATION AT MEETINGS. Section 720.303(2)(b) of the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Owner statements at meetings of the Board. Section 720.306(6) of the Act provides that the Association may adopt written, reasonable rules governing the frequency, duration, and manner of Owner statements at meetings of the Members. The Board believes that it is in the best interest of the Association to adopt these Rules as contemplated by the above-referenced statutes. Accordingly, the following Rules shall apply to meetings of the Board and to meetings of the Members:

2.1 Definitions.

(A) Attendee. “Attendee” means the Owner, the individual deemed to be the Owner for purposes of exercising a Voting Interest. It also means a proxyholder, but only to the

extent that they are attending a Membership meeting with a valid proxy from an Owner or an individual who is deemed to be the Owner for purposes of exercising a Voting Interest.

(B) Board Meeting. “Board Meeting” means a quorum of directors who are gathered to conduct Association business.

(C) Membership Meeting. “Membership Meetings” means a quorum of Members gathered at a lawfully noticed meeting to conduct Association business.

(D) Statutory Committee Meeting. Statutory Committee Meeting means a quorum of Statutory Committee members gathered to conduct the business of the Statutory Committee.

(E) Statutory Committee. “Statutory Committee” means a group of directors, Owners, or others appointed by the Board to make a final decision regarding the expenditure of Association funds or to approve or disapprove architectural decisions with respect to a specific Lot.

2.2 Attendance at Meetings. Attendees have the right to attend Board Meetings, Membership Meetings, and Statutory Committee Meetings, except as provided by law, and no other persons may attend these meetings except by invitation of the Board. Attendance at committee meetings that are not Statutory Committee meetings are by invitation of the committee only, and individuals do not have a right to attend a committee meeting that is not a Statutory Committee Meeting.

2.3 Participation at Meetings. Except as provided by law, Attendees may speak at Board Meetings, at Membership Meetings, and at Statutory Committee Meetings on each item on a meeting agenda. If so required by the Association’s president before the start of a meeting, Attendees must sign their names on a sign-up sheet in order to speak at the meeting, and in the order of the signatories names on the list. Attendee statements shall not exceed three (3) minutes per agenda item. Attendee statements shall be restricted solely to items designated on the meeting agenda, and any Attendee who deviates from discussing a meeting agenda, after one (1) prior warning, shall be deemed to yield their time to speak on that agenda item. Attendees must conduct themselves in a reasonable and business-like manner when making statements. No Attendee statements may involve yelling, profanity, defamatory remarks, name-calling, insults or other purposefully belligerent remarks that are intended only to pester or entice conflict, and any Attendee who engages in this misconduct is deemed to yield their time for all of the meeting’s agenda items. Any Attendee who engages in any physical altercation, except in lawful self-defense or the lawful self-defense of another, shall be required to physically leave the meeting. Others may not “yield” their time for the purpose of extending an Attendee’s time to make statements. Attendees making statements shall have the floor while making their statements, and no other party may interrupt, except upon invitation of the Attendee or to enforce the Rules. Neither the Board nor the members of a Statutory Committee have any obligation to respond to statements that are made by Attendees.

2.4 Taping of Meetings. Attendees may tape record or videotape any Board Meetings, Membership Meetings, or Statutory Committee Meetings. An Attendee desiring to tape record or videotape a meeting must submit a written notice to the Association’s secretary or Managing Agent before the start of the meeting and make a verbal announcement at the start of the meeting to inform all parties that the meeting will be tape recorded or videotaped. A separate written notice and verbal announcement must be made for each meeting that an Attendee desires to tape record or videotape. Tape recording and videotaping without adherence to these Rules is prohibited. No Attendee recording a meeting may allow their equipment for taping or videotaping to interfere with or obstruct the business of a meeting. None of an Attendee’s equipment for taping or videotaping may be permitted to interfere with or obstruct any person’s ability to view or hear the meeting, and this equipment cannot block access to or from the meeting or to or from the seating at the meeting or be allowed to remain as a tripping hazard. Extra lighting for videotaping shall not be permitted. Persons using equipment for taping or videotaping must do so from their seats. All taping equipment for taping or videotaping must conform to the electrical codes, and no accessory may be attached to any electrical outlet that enables more equipment to utilize the outlet than would normally and safely utilize the outlet. Upon request of the Board, any person taping or videotaping a meeting shall provide a duplicate courtesy copy of their recording to the Board within seventy-two (72) hours of the meeting.

2.5 Enforcement of Meeting Rules. The Association shall have all rights and remedies available to enforce this Rule as any other provision of the Governing Documents, including, without limitation, the authority to levy fines and initiate legal action. If an Attendee repeatedly violates the Rules with respect to meetings, then, after a written warning, the Association may require that a different Attendee be designated by the holder of the applicable Voting Interest to represent the Voting Interest at meetings, which might require the designation of a different proxyholder or the designation of a different Primary Occupant.

RULE 3 GOVERNING INSPECTION AND COPYING OF OFFICIAL RECORDS. Section 720.303(5)(c) of the Act authorizes the Association to adopt reasonable rules to govern the frequency, time, location, notice, and manner of record inspections and copying. The Board believes that it is in the best interest of the Association to adopt these Rules as contemplated by the above-referenced statute. Accordingly, the following Rules shall apply to inspections and any copying of the Association’s official records:

3.1 Additional Definitions.

(A) Authorized Representative. “Authorized Representative” means the natural person who is designated by a Member in accordance with these Rules to act on the Member’s behalf during a Records Inspection.

(B) Inspectable Official Records. “Inspectable Official Records” means all Official Records except for those Official Records described in Sections 720.303(5)(c) of the Act, which are exempt from inspection and copying for various reasons, including, without limitation, attorney-client privilege.

(C) **Managing Agent.** “Managing Agent” means the community association manager, management firm, or other third-party who has been tasked with keeping the Inspectable Official Records and making these records available for inspection and copying.

(D) **Official Records.** “Official Records” means all records required to be maintained by the Association by the Act, as the official records of the Association, to the extent that the Association is required to maintain such records.

(E) **Records Inspection.** “Records Inspection” means an opportunity, at an appointed time, for a Member and the Member’s Authorized Representative to inspect, scan, and order copies of the Association’s Inspectable Official Records.

(F) **Registered Agent.** “Registered Agent” means the Association’s registered agent on file with the Florida Department of State’s Division of Corporations.

3.2 Method or Policy for Retaining Official Records. In accordance with Section 720.303(4)(c) of the Act, the entirety of this Rule 3 serves to provide the Association’s methodology or policy by which the Official Records of the Association are to be retained and the time period such Official Records must be retained. The Association’s Managing Agent shall be the custodian of all Official Records. The Association shall maintain its Official Records for the minimum periods specified by Section 720.303(4)(a) of the Act.

3.3 Requesting a Records Inspection. A Member may only request a Records Inspection by submitting a completed and signed form “Request to Inspect and Copy Official Records” (“**Request Form**”) to the Association’s Managing Agent, at the address specified in the form, by certified U.S. mail, return-receipt requested. A Request Form shall be deemed received upon delivery or attempted delivery by USPS to the Managing Agent. Discontinued Request Forms and Request Forms that are not signed or that do not contain all required information typed or legibly written will be deemed unsubmitted in the Board’s reasonable discretion. The current Request Form is attached hereto as Form “3-1” of these Rules, and made a part hereof by reference, and the Request Form is subject to change by the Board at any time. A completed Request Form must identify the Inspectable Official Records sought with specificity. If the Association’s Managing Agent cannot identify from a Request Form what Inspectable Official Records have been requested, then the requesting party may be required to resubmit a revised Request Form that better identifies the Inspectable Records sought by the requesting party. Upon delivery of a Request Form, the Managing Agent will contact the requesting party to schedule the requested Records Inspection within ten (10) business days. If additional time is necessary to accommodate a specific Records Inspection, such as, without limitation, if the Official Records sought are voluminous or they are the subject of present or anticipated litigation that requires that the Association determine whether certain requested Official Records are privileged, then an additional ten (10) business days will be afforded to the Association to schedule the requested Records Inspection. If more than one Member or their Authorized Representatives have submitted Request Forms for the same Official Records, then the Association may require that such Records Inspections are conducted together, at the same date and time.

3.4 Designating an Authorized Representative. A Member may only designate a single Authorized Representative. A Member may only designate their Authorized Representative or change their designated Authorized Representative by submitting a completed and signed form “Request to Designate or Change Authorized Representative” (“**Designation Form**”) to the Association’s Managing Agent by certified U.S. mail, return-receipt requested. A Designation Form shall be deemed received upon delivery or attempted delivery by USPS to the Managing Agent. Discontinued Designation Forms and Designation Forms that are not signed or that do not contain all required information typed or legibly written will be deemed unsubmitted in the Board’s reasonable discretion. The current Designation Form is attached hereto as Form “3-2” to these Rules, and made a part hereof by reference, and the Designation Form is subject to change by the Board at any time.

3.5 Limitations on Records Inspections. Records Inspections may only be requested by a Member or the Authorized Representative of a Member on file with the Association’s Managing Agent. With the exception of the Association’s duty to maintain an adequate number of certain records for prospective purchasers, no other party may request a Records Inspection. Any Member that is a non-natural, legal person/business entity, such as a corporation or limited liability company, must designate an Authorized Representative for Records Inspections. No request for inspection or copying shall be made in order to harass any Member; any resident or tenant of a Member; or any Association agent, officer, director or employee. A Member (or their Authorized Representative) may only request one (1) Records Inspection per calendar month. All Records Inspections shall be by appointment only and shall take place at the office of the Managing Agent during the Managing Agent’s regular office hours and excluding all holidays when the Managing Agent’s office is closed. No Records Inspection may exceed eight (8) hours. During a Records Inspection, only the requesting Member and their Authorized Representative shall be permitted to review or copy solely those Inspectable Records that were specifically designated in the Request Form. No inspection or copying of any other Official Records shall be permitted. At the option of the Association, the Inspectable Records sought by a Request Form may be made available electronically via email or a website or by allowing the Inspectable Records to be viewed in electronic format on a computer screen. No Member or Authorized Representative may remove Official Records from the location where the Official Records are inspected, nor may they mark, alter, damage, or destroy any Official Records.

3.6 Decorum During Records Inspections. Members and any Authorized Representative shall conduct themselves at all times in a reasonable and business-like manner during a Records Inspection. Unacceptable behaviors by a Member or Authorized Representative directed toward any representative of the Association, the Managing Agent, or the Managing Agent’s staff, which includes yelling; profanity; use of a slur; offensive gesture; threat; physical altercation; damage, destruction, or defacing of property (including any Official Records); refusing to leave at the end of a Records Inspection; or any criminal action shall result in the immediate termination of a Records Inspection. If an Authorized Representative’s Records Inspection is terminated due to unacceptable behavior, then the Authorized Representative shall be deemed to have resigned their position and they shall not be permitted to act on any Member’s behalf thereafter. If a Member’s Records Inspection is terminated due to unacceptable behavior, then the Member shall be required to designate an Authorized Representative for any Records Inspection thereafter.

3.7 Copying Official Records. If at or subsequent to inspection, a Member or Authorized Representative desires to have a copy of an Inspectable Record, the requesting party shall designate which record, or portion thereof, for which a copy is desired. If there is a photocopy machine available at the office of the Managing Agent, then the Managing Agent may, but shall not be required, to fulfil the copy order and charge the fees specified herein and in the Act. A requesting party must make arrangements to pick-up their copy order. Neither the Association nor the Managing Agent shall have any obligation to mail or otherwise deliver copies to any location. Copy orders shall be made available as soon as practical.

3.8 Fees for Personnel Costs and Copies. The Association shall charge twenty-five cents (\$0.25) per page for copy orders. If the time spent retrieving and copying Inspectable Records exceeds one-half (1/2) hour, and if the number of pages to be copied exceeds twenty-five (25) pages, then the Member or Authorized Representative shall be charged a personnel fee in the amount of twenty U.S. Dollars (\$20.00) per hour. Copy orders of greater than twenty-five (25) pages may be fulfilled by a third-party duplicating service at the sole cost and expense of the Member or Authorized Representative requesting copies. Official Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. The cost of converting such records to written form shall be in addition to the cost of copying such records, and the requesting party shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy.

RULE 4 ASSOCIATION FEE SCHEDULE. The following is a schedule of fees charges by the Association, which may be modified by the Board of Directors from time to time, but which shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association and its Managing Agent or other third party as provided in a written agreement. Attorney’s fees incurred by the Association with respect to the issues for which fees are levied may be passed on to Owners or other third parties, if permitted by law, and shall be in addition to the Association’s fees.

4.1 Estoppel Letters. Pursuant to Section 720.30851(8) of the Act, this Rule constitutes the Board’s Resolution to charge a fee as permitted and provided by law, for estoppel letters, per letter. The fee schedule is as follows:

Estoppel Certificate Request	Authorized Fee
Preparation and delivery of an estoppel certificate	not more than \$299
Estoppel certificate requested on an expedited basis and delivered within 3 business days	an additional \$119
If the unit/parcel is delinquent to the association	an additional fee not to exceed \$179
For multiple units/parcels owned by the same owner which are simultaneously requested from the same association, and there are no past due monetary obligations owed to the association, the total fee the association can charge may not exceed, in the aggregate	25 or fewer units/parcels, \$896 26 to 50 units/parcels, \$1,194 51 to 100 units/parcels, \$1,791 more than 100 units/parcels, \$2,985

4.2 Mortgagee/Lender Questionnaires. The Association is not obligated to complete lender or mortgagee questionnaire forms, and the Association reserves the right to decline to do so in any instance. If a mortgagee/lender questionnaire is prepared, the Association's fee for answering shall be \$150.00, per form plus legal fees incurred by the Association necessary to assist in preparation of the form.

4.3 Transfer Approvals. The Association shall charge \$150 per each proposed Owner and Resident over the age of eighteen (18), except that husbands and wives and Domestic Partners shall count as one (1) applicant for purposes of the transfer fee. The Association may assign any right to collect a transfer fee to the Association's agent so that the agent may collect the transfer fee and process applications.

4.4 Fees Charged in Connection with Records Inspections. See the Rules above. governing inspection and copying of official records and owner inquiries for these fees.

RULE 5 USE OF ELECTRONIC NOTICE FOR ASSOCIATION MEETINGS. Section 720.303(2)(c)1 of the Act provides that notices of certain meetings may be provided by electronic transmission to Owners who have consented to receive notice by electronic transmission. The Board has determined it to be in the best interest of the Association to permit the use of electronic notice for Association meetings. Owners who desire to receive notice by electronic transmission may do so in conformance with the Resolution of the Board of Directors Authorizing Electronic Voting, dated February 12, 2025, which is attached hereto as Addendum No. 1.

RULE 6 HURRICANE PROTECTION SPECIFICATIONS. In accordance with Section 720.3035(6) of the Act, the Board hereby adopts all code-compliant roof systems, reinforced garage doors, generators, and windows and doors that conform to the colors, styles, and other specifications listed in the Architectural Guidelines and Review Procedures.

RULE 7 FINING AND SUSPENSION. Pursuant to Section 720.305(2) of the Florida Statutes, as amended from time to time, the Association may levy reasonable fines for violations of the Declaration, Bylaws, or Rules of the Association. These policies provide the procedure for the Association to levy and impose such fines and suspensions.

7.1 Additional Definitions.

(A) Committee. The term "Committee" shall mean and refer to the Association's Fining and Suspension Committee. The Committee shall be composed of at least three (3) Members who are all appointed by the Board. No member of the Committee may be an officer of the Association; a director of the Association; an employee of the Association; or the spouse, parent, child, brother, or sister of any of the Association's officers, directors, or employees. The role of the Committee is limited to determining whether to confirm or reject any fine that is levied by the Board, selecting the date by which a fine must be paid, and sending out any notices that the Committee is required to provide, all in accordance with Section 720.305 of the Florida Statutes, and as this statute is amended from time to time.

(B) Hearing. The term “Hearing” shall mean and refer to any hearing conducted by the Committee, in accordance with Section 720.305 of the Florida Statutes and as this statute is amended from time to time, for the purpose of determining whether the Committee will confirm or reject a fine or a suspension that has been levied by the Board. At a Hearing, the Respondent, the Owner of the parcel that is the subject of the fine (if applicable, such as if Respondent is a Resident, Tenant, or Guest), and the Representative shall all have an opportunity to present facts to the Committee as to why the fine or suspension should or should not be imposed.

(C) Representative. The term “Representative” shall mean and refer to the officer, director, attorney, or community association manager who is selected by the Board to attend Hearings and present the Board’s reasoning to the Committee for why a fine or a suspension should be imposed.

(D) Respondent. The term “Respondent” shall mean and refer to any Owner, Tenant, Resident, or Guest of the Community who is the subject of a fine or a suspension that is levied by the Board.

(E) Subject Owner. The term “Subject Owner” shall mean and refer to the Owner of a Lot who receives a Tenant, Resident, or Guest (such as a social guest of a tenant or an agent of the Owner) who becomes a Respondent because of a fine or a suspension levied against the Tenant, Resident, or Guest.

7.2 Association Provides Notice of Violation and Demand to Cure. Prior to the Board levying any fine or suspension, the Association shall send to the Respondent and, as applicable, the Subject Owner, a notice of violation or a notice of a continuing violation and a demand to cure in substantial conformity to forms that are attached hereto as Form “7-1A” and “7-1B.” The applicable notice shall be addressed to the designated mailing address or the designated email address, as shown in the Association’s official records, for the Respondent and for the Subject Owner, as applicable. If a singular violation is repeated, then the Board may proceed with levying a fine or a suspension without further notice. If a continuing violation is not cured by the deadline specified in the notice, then the Board may proceed with levying a fine or a suspension without further notice. The intention of this Rule is to obtain compliance. If a continuing violation is abated prior to the due date of a fine or before the end of a suspension, then any such fine or suspension will be cancelled. If there are repeated violations of the same provision of the Governing Documents that are, by their nature, isolated events and not continuous, then no action can be taken to cure, and the fact of repeated violations is sufficient to justify the imposition of a fine or a suspension that is levied and imposed for the repeated violation.

7.3 Board Votes to Levy Fine and/or Suspension. If, after providing notice and opportunity to cure, a violation remains uncured, or if a violation is repeated, then the Board may levy fines and suspensions. Fines may be levied against any Owner, Resident, Tenant, or Guest of the Community for their failure to comply with the provisions of the Declaration, Bylaws, or Rules. In accordance with the Bylaws, the Board may levy fines of up to one hundred and 00/100 U.S. Dollars (\$100.00) per violation or the Board may levy fines of one hundred and 00/100 U.S. Dollars (\$100.00) for each day of a continuing violation. The fines for a particular continuing violation are capped at five thousand and 00/100 U.S. Dollars (\$5,000.00) for that continuing

violation. Any fine must be levied by the Board at a duly noticed meeting of the Board that includes an agenda item for the fine. Likewise, suspensions may be levied against any Owner, Resident, tenant, or Guest of the Community for their failure to comply with the provisions of the Declaration, Bylaws, or Rules. Suspensions may be levied in addition to a fine or without the simultaneous levy of a fine.

7.4 Conflicts. In the event that any conflicts exist among the provisions of this Rule and Section 720.305 of the Florida Statutes, as it is amended from time to time, then Section 720.305 of the Florida Statutes shall control over the express provisions of this Rule. Section 720.305 of the Florida Statutes, as it is amended from time to time, is incorporated into this Rule.

7.5 Interpretation. The Board shall be responsible for interpreting the provisions of this Rule. The interpretation of the Board of any provision of this Rule shall be binding upon all parties. A written opinion rendered by the Association's legal counsel concluding that the Board's interpretation of this Rule is reasonable shall conclusively establish that the Board's interpretation as being correct and reasonable.

7.6 Notice to Party of Hearing. After the Board has voted to fine or suspend a Respondent, the Committee shall schedule a Hearing on the fine or the suspension. The Association shall provide at least fourteen (14) days' written notice of the Hearing to both the Respondent and, as applicable, to the Subject Owner. The notice shall be in substantially the form of the Notice of Hearing that is attached hereto as Form "7-2." The notice shall be addressed to the designated mailing address or the designated email address, as shown in the Association's official records, for the Respondent and, as applicable, for the Subject Owner. The hearing must take place within ninety (90) days of the mailing of the Notice of Hearing.

7.7 Committee Hearing. At a Hearing, for any levied fine or suspension, the Committee shall provide the Respondent and, as applicable, a Subject Owner, with ten (10) minutes to present facts supporting why the levied fine and/or suspension should not be imposed. The Committee shall then permit the Representative ten (10) minutes to present facts and the Board's reasoning for why the fine and/or suspension should be imposed. Finally, the Respondent shall have three (3) additional minutes, at the conclusion of the Representative's presentation, to rebut the Representative before the Committee then votes on the fine and/or suspension. No fine or suspension may be imposed unless the fine or suspension is approved by a majority of the Committee members. If the Committee approves a fine or a suspension, then the Committee shall also determine the due date, which date must be at least thirty (30) days after delivery of a written Notice of Imposition (as discussed below).

7.8 Notice of Imposition. If the Committee approves a fine and/or a suspension, then the fine and/or suspension shall be imposed against the Respondent and, as applicable, against the Subject Owner. Within seven (7) days of the Committee's Hearing, the Committee shall provide a written notice of imposition to the Respondent and, as applicable, to the Subject Owner. The notice shall be in substantially the form of the Notice of Imposition that is attached hereto as Form "7-3." The applicable notice shall be addressed to the designated mailing address or the designated email address, as shown in the Association's official records, for the Respondent and for the Subject Owner, as applicable. The notice shall specify the start date of a suspension and include

the due date for the payment of any applicable fine that was approved by the Committee. The due date for any such fine must be at least thirty (30) days after the delivery of the Notice of Imposition.

RULE 8 ASSESSMENT COLLECTION POLICY.

8.1 Due Dates of Assessments and other Monetary Obligations. Except as otherwise provided by law, such as a fine, a Charge shall be payable and must be received by the Association within ten (10) days of the date the Association provides an invoice for the Charge to the person who is responsible for paying the Charge. A Special Assessment shall be due on the date specified in the Board's resolution levying the Special Assessment. A Capital Contribution shall be payable and must be received by the Association on the date of title transfer, as further provided in the Declaration. Regular Assessments and Water Management Assessments shall be due monthly, quarterly, or annually, as determined by the Board, on the first day of the month, quarter, or year.

8.2 Once Ten (10) Days Delinquent. When any Assessment or other monetary obligation owed to the Association becomes at least ten (10) days delinquent, the Association will endeavor to send a notice to the delinquent party informing them of the delinquency and specifying the amount owed. The Association shall begin to charge a late fee and interest calculated from the due date, once the delinquency reaches at least ten (10) days. The failure of the Association to send this notice shall not affect or invalidate the collection process.

8.3 Once Thirty (30) Days Delinquent. When any Assessment or other monetary obligation owed to the Association becomes at least thirty (30) days delinquent, the Association shall issue a Notice of Late Assessment, in accordance with Section 720.3085(3)(d) of the Florida Statutes, as amended from time to time. In addition the Association shall apply a late fee and interest, as provided by Florida Law and the Association's Governing Documents, back to the date of delinquency. In addition, the collection account will be turned over to the Association's attorney and begin to accrue attorney's fees and costs.

8.4 Once Seventy-Five (75) Days Delinquent. When any Assessment or other monetary obligation owed to the Association becomes at least seventy-five (75) days delinquent, the Association shall issue a Notice of Intent to Record a Claim of Lien, in accordance with Section 720.3085(4) of the Florida Statutes, as amended from time to time. In addition the Association shall apply a late fee and interest as provided by Florida Law and the Association's Governing Documents. In addition, the collection account will be turned over to the Association's attorney.

8.5 Once One Hundred Twenty (120) Days Delinquent. When any Assessment or other monetary obligation owed to the Association becomes at least one hundred twenty (120) days delinquent, provided the Association has satisfied all procedures required to record a lien, the Association shall record a lien against the delinquent parcel and send a Notice of Delinquent Assessment, in accordance with Section 720.3085(5) of the Florida Statutes, as amended from time to time.

8.6 Foreclosure of Lien. After the period proscribed by the Florida Statutes, and with the express, written permission of the Board, the Board may direct the Association's attorney to proceed with filing suit to foreclose the Association's lien and pursue other remedies.

RULE 9 PROCUREMENT AND PURCHASING POLICY. The Board hereby adopts this Rule in accordance with Section 12.10 of the Bylaws to specify the level of approval required for expenditures over a certain amount, to specify which officers and directors must oversee and approve payments to the Association's vendors and creditors, and to further specify processes for bidding and selecting Association vendors.

9.1 Purchasing Practices.

(A) Annual Budget. The annual budget lays out projected income and expenses for the upcoming fiscal year. The annual budget is a planning document that sets priorities, contractual commitments, and potential discretionary projects. The annual budget does not approve any individual expenditures, but, rather, it provides an overall framework for how the Association anticipates receiving and spending funds for the budget year.

(B) Purchasing Controls. The Association, through its Board, must have in place controls, specified below in the Delegation of Authority Rules, to ensure that all expenditures are properly approved. When required, the Association will also obtain competitive bids.

(C) Payment Controls. All payments are to be reviewed by the Association's treasurer and by a director of the Board who is not also the treasurer, to ensure that each payment is (i) properly approved by the board; (ii) that the amount of the expenditure matches the approved quote or contract corresponding to the expenditure; and (iii) that the correct general ledger account is being charged. In addition to the foregoing, any payment in excess of \$5,000.00 must also be approved by the Association's president.

9.2 Delegation of Authority Rules.

(A) Approval of New Vendors. Except as otherwise provided below during an emergency, any new vendors who will be supplying goods or services to the Association, must be approved (or later ratified) by a vote of a majority of the directors in attendance at a Board meeting at which a quorum has been obtained. In addition, the vendor must comply with the requirements of the Managing Agent for approving new vendors. Once a vendor has been approved, the following additional requirements shall apply for authorizing the vendor to proceed with providing goods or services and to authorize payments to these vendors for their work.

(B) Vendors Providing Annual/Term Contractual Work for Budgeted Goods or Services. The following approval requirements shall apply when contracting for budgeted goods or services on an annual basis or under a contract with automatically renewing terms:

REQUIREMENTS FOR ANNUAL/TERM, BUDGETED CONTRACUAL WORK FOR GOODS OR SERVICES		
Amount	Number of Quotes	Minimum Director Approval
\$5,000 or less annually	At least one (1) vendor quote	A minimum of two (2) directors must approve, provided they constitute at least a majority of those in attendance at a Board meeting.
More than \$5,000, less than \$10,000 annually	At least two (2) vendor quotes	A majority of all seated directors (not counting vacant seats).
\$10,000 or more annually	At least three (3) vendor quotes	A majority of all seated directors (not counting vacant seats).

Notwithstanding the foregoing, the requirements to obtain a minimum number of quotes may be waived by a vote of the majority of all seated directors if they determine that business entity with which the Association desires to enter into a contract is the only source of supply within Lee County, Florida or there are fewer suppliers than the minimum number of vendor quotes required.

(C) Approved Vendors Providing Discretionary, Budgeted Goods/Services.

Any vendor who will be providing discretionary goods or services that are budgeted must provide a quote for the work or the goods. The quote may be an hourly rate, if the job cannot be estimated on a fixed-cost basis. The following additional approval requirements shall apply to these vendors:

REQUIREMENTS FOR DISCRETIONARY, BUDGETED GOODS/SERVICES	
Amount	Requisite Approval
\$500 or less	Managing Agent may approve without the prior authorization of the Board.
More than \$500, less than \$1,001	Managing Agent may approve with the prior approval of at least one (1) director.
More than \$1,001 and less than \$5,000	At least two (2) directors must approve, and approval may be by email, text, or other form of written consent.
More than \$5,000	A majority of all seated directors (not counting vacant seats), and approval may be by email, text, or other form of written consent.

(D) Unbudgeted Expenditures. The following additional approval requirements shall apply to vendors who are providing unbudgeted goods or services:

REQUIREMENTS FOR UNBUDGETED GOODS OR SERVICES		
Amount	Number of Quotes	Minimum Director Approval
\$5,000 or less	At least one (1) vendor quote	A minimum of two (2) directors must approve, provided they constitute at least a majority of those in attendance at a Board meeting.
More than \$5,000, less than \$10,000	At least two (2) vendor quotes	A majority of all seated directors (not counting vacant seats).
\$10,000 or more	At least three (3) vendor quotes	A majority of all seated directors (not counting vacant seats).

(E) Emergency Expenditures Related to Safety, Health, or Environmental (action in hrs/days). Notwithstanding the foregoing, in response to damage or injury caused by or anticipated to occur in connection with an emergency, during which there will be imminent harm to persons or property if prompt action is not taken, the following requirements shall apply when contracting for goods or services, regardless of whether or not they are budgeted:

REQUIREMENTS IN RESPONSE TO AN EMERGENCY	
Amount	Requisite Approval
\$500 or less	Managing Agent may approve without the prior authorization of the Board.
More than \$500, less than \$1,001	Managing Agent may approve with the prior approval of at least one (1) director.
More than \$1,001 and less than \$5,000	At least two (2) directors must approve, and approval may be by email, text, or other form of written consent.
More than \$5,000	A majority of all seated directors (not counting vacant seats), and approval may be by email, text, or other form of written consent.

9.3 Incorporation of Section 720.3055, F.S. In addition to the foregoing, the Association hereby incorporates the requirements of Section 720.3055 of the Florida Statutes (2024), as amended from time to time, a current copy of which is provided herein for reference:

720.3055 Contracts for products and services; in writing; bids; exceptions.—

(1) All contracts as further described in this section or any contract that is not to be fully performed within 1 year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the association in accomplishing its purposes under this chapter or the governing documents, and all contracts for the provision of services, shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the association that exceeds 10 percent of the total annual budget of the association, including reserves, the association must

obtain competitive bids for the materials, equipment, or services. Nothing contained in this section shall be construed to require the association to accept the lowest bid.

(2)(a)1. Notwithstanding the foregoing, contracts with employees of the association, and contracts for attorney, accountant, architect, community association manager, engineering, and landscape architect services are not subject to the provisions of this section.

2. A contract executed before October 1, 2004, and any renewal thereof, is not subject to the competitive bid requirements of this section. If a contract was awarded under the competitive bid procedures of this section, any renewal of that contract is not subject to such competitive bid requirements if the contract contains a provision that allows the board to cancel the contract on 30 days' notice. Materials, equipment, or services provided to an association under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this section. A contract with a manager, if made by a competitive bid, may be made for up to 3 years. An association whose declaration or bylaws provide for competitive bidding for services may operate under the provisions of that declaration or bylaws in lieu of this section if those provisions are not less stringent than the requirements of this section.

(b) Nothing contained in this section is intended to limit the ability of an association to obtain needed products and services in an emergency.

(c) This section does not apply if the business entity with which the association desires to enter into a contract is the only source of supply within the county serving the association.

(d) Nothing contained in this section shall excuse a party contracting to provide maintenance or management services from compliance with s. 720.309.

History.—s. 21, ch. 2004-345; s. 18, ch. 2004-353.

Form "3-1"

REQUEST TO INSPECT AND COPY OFFICIAL RECORDS

*Name of Member/Authorized Representative: _____

*Lot Address: _____

*Phone Number: _____, Email Address: _____

*List all Official Records that you wish to inspect (*failure to list records with reasonable specificity may result in the denial or delay of your Records Inspection*):

Indicates a form that **MUST be completed.*

Please review the Rules and Regulations of Cedar Creek Property Owners Association, Inc. regarding inspection and copying of official records and written inquires. This form **MUST** be submitted by certified U.S. Mail to the Association's Managing Agent as follows: 6216 Whiskey Creek Drive, Suite A, Fort Myers, Florida 33919.

Signature of Member or Authorized Representative: _____

Date: _____

Form "3-2"

REQUEST TO DESIGNATE OR CHANGE AUTHORIZED REPRESENTATIVE

In accordance with Section 720.303(5) of the Florida Statutes, I hereby (***check & complete one***):

- Designate the following, natural person to be my Authorized Representative or replacement Authorized Representative:

Name: _____

Mailing Address: _____

Phone Number: _____

Email Address: _____

- Revoke my existing Authorized Representative designation.

I understand that I will not be permitted to attend a Records Inspection with my designated Authorized Representative, and that my Authorized Representative will be acting on my behalf.

This form **MUST** be submitted by certified U.S. Mail to the Association's Managing Agent as follows: 6216 Whiskey Creek Drive, Suite A, Fort Myers, Florida 33919.

Signature of Member: _____

Lot Address: _____

Date: _____

Form “7-1A”
NOTICE OF VIOLATION AND DEMAND TO CURE

September, 30, 2025

Sent Via Regular Mail and Certified Mail/Return Receipt Requested

[John Owner
8950 Creek Run Drive
Bonita Springs, FL 34135]

RE: Cedar Creek Property Owners Association, Inc.

Mr. Owner:

It has come to the attention of the Board of Directors of Cedar Creek Property Owners Association, Inc. that you [your lessee, Ms. Tenant] have [has] violated one or more provisions of the Governing Documents. The violations, which are continuing in nature, are summarized below along with all actions that are required in order for these violations to be cured. Demand is hereby made upon you [and your lessee] to take the following actions to cure each violation, as provided below:

Provision(s) Violated:

Section(s) _____ of the [Declaration / Bylaws / Rules].

Approximate Start Dates of All Continuing Violations:

[Month, DD, YYYY].

Facts Supporting Each Violation:

[Provide a short explanation of the facts supporting each violation].

All Actions Needed to Cure Each Continuing Violation:

[Provide a short explanation of what must be done to cure each violation.]

Deadline[s] to Cure Each Continuing Violation:

[5, 10, 14, Other] days from the date of this letter.

Failure to timely cure any these violations may result in the Association pursuing all of its available remedies, including, without limitation, levying fines and a suspension of amenities use rights.

Respectfully,
John Doe

[cc: Via Regular Mail and Certified Mail/Return Receipt Requested
Jane Tenant, 8950 Creek Run Drive, Bonita Springs, FL 34135]

Form “7-1B”
NOTICE OF VIOLATION AND DEMAND TO CURE

September, 30, 2025

Sent Via Regular Mail and Certified Mail/Return Receipt Requested

[John Owner
8950 Creek Run Drive
Bonita Springs, FL 34135]

RE: Cedar Creek Property Owners Association, Inc.

Mr. Owner:

It has come to the attention of the Board of Directors of Cedar Creek Property Owners Association, Inc. that you [your lessee, Ms. Tenant] have [has] violated one or more provisions of the Governing Documents. The violations are summarized below. Demand is hereby made upon you [and your lessee] to refrain from committing any further violations:

Provision(s) Violated:

Section(s) _____ of the [Declaration / By-Laws / Rules].

Approximate Date of Violation:

[Month, DD, YYYY].

Facts Supporting Each Violation:

[Provide a short explanation of the facts supporting each violation].

Should you violate this provision again, then the Association will pursue all of its available remedies, including, without limitation, levying fines and a suspension of amenities use rights.

Respectfully,
John Doe

[cc: Via Regular Mail and Certified Mail/Return Receipt Requested
Jane Tenant, 8950 Creek Run Drive, Bonita Springs, FL 34135]

Form “7-2”
NOTICE OF HEARING

October 17, 2025

Sent Via Regular Mail and Certified Mail/Return Receipt Requested

Jane Tenant
8950 Creek Run Drive
Bonita Springs, FL 34135

[John Owner
11300 Cattleman Road
Houston, Texas 77065]

RE: Cedar Creek Property Owners Association, Inc.

Ms. Tenant [and Mr. Owner]:

A Notice of Violation and Demand to Cure was sent to you [and the owner of 8950 Creek Run Drive] on [Month, DD, YYYY]. You have since violated the Association’s Governing Documents or you have failed to cure all continuing violations. Accordingly, at a meeting of the Board of Directors, held on [Month, DD, YYYY], the Board voted to levy [fines and/or a suspension] against you. This Notice of Hearing serves to provide you with written notice of the Board’s action and of your right to a hearing that will be conducted before the Association’s Fining and Suspension Committee to consider this matter:

Details of Each Fine and Suspension:

Fine No. 1, for violation of Section [____ of the Declaration: \$100 per day, starting on the first known day of the continuing violation (Month, DD, YYYY) capped at \$5,000 in the aggregate.]

Suspension No. 1, for violation of Section [____ of the Declaration: sixty (60) days].

Provision(s) Violated:

Section[(s) _____] of the [Declaration / By-Laws / Rules].

As Applicable, Approximate Start Dates of All Continuing Violations:

[Month, DD, YYYY].

Facts Supporting Each Violation:

[Provide a short explanation of the facts supporting each violation].

As Applicable, for Continuing Violations, Actions Needed to Cure Each Violation:

Provide a short explanation of what must be done to cure each violation.]

Date, Time, Location, and Access Information for Hearing:

[Month, DD, YYYY, at the Cedar Creek Community Pool, 8870 Creek Run Drive, Bonita Springs, FL 34135. and Via Zoom (Meeting ID: _____, Passcode:_____)]

At this hearing, you will have the opportunity to present facts to the Committee regarding why the proposed [fine and/or suspension] should not be imposed. No fine or suspension may be imposed unless a majority of the Committee votes, at such a hearing, approves the fine or the suspension. If you take the actions above to cure a continuing violation, as applicable, prior to due date of any approved fine for that violation or prior to the end date of any suspension, then the fine and/or suspension for the violation will be cancelled.

Form “7-3”
NOTICE OF IMPOSITION

November 7, 2025

Sent Via Regular Mail and Certified Mail/Return Receipt Requested

Jane Tenant 8950 Creek Run Drive Bonita Springs, FL 34135	[John Owner 11300 Cattleman Road Houston, Texas 77065]
---	--

RE: Cedar Creek Property Owners Association, Inc.

Ms. Tenant [and Mr. Owner]:

A Notice of Violation and Demand to Cure was sent to you [and the owner of 8950 Creek Run Drive] on [Month, DD, YYYY]. You have since violated the Association’s governing documents [You have since failed to cure all continuing violations]. Accordingly, at a meeting of the Board of Directors, held on [Month, DD, YYYY], the Board voted to levy fines against you. On [Month, DD, YYYY], the Association’s Fining Committee conducted a hearing on this matter. Below are the Committee’s findings [and how you may cure any continuing violations that remain]:

How Committee Voted on Each Fine:

The Committee voted to [approve/reject] Fine No. 1, for violation of Section [____ of the Declaration, in the amount of \$100 per day, starting on the first known day of the continuing violation (Month, DD, YYYY) capped at \$5,000 in the aggregate].

The due date for payment of this fine, which was selected by the Committee, is the later of [Month, DD, YYYY] or thirty (30) days after the delivery of this notice.

The Committee voted to [approve/reject] Suspension No. 1, of [sixty (60) days] for violation of Section [____ of the Declaration].

The start date for the imposition of this suspension is the date that this letter is delivered to you or delivery is attempted.

Provision(s) Violated:

Section(s) _____ of the [Declaration / By-Laws / Rules].

[Approximate Start Dates of All Continuing Violation:

Month, DD, YYYY].

Facts Supporting Each Violation:

[Provide a short explanation of the facts supporting each violation].

[As Applicable, for Continuing Violations, Actions Needed to Cure Each Violation:

Provide a short explanation of what must be done to cure each violation.]

[If you take the actions above to cure a continuing violation, as applicable, prior to due date of any approved fine for that violation, then the fine for the violation will be cancelled.]

Respectfully,
James Smith
Chair, Fining Committee

Rules_003_PMM_4.16.25.docx

CEDAR CREEK PROPERTY OWNERS ASSOCIATION, INC.

**Resolution of the Board of Directors
Authorizing Electronic Voting**

WHEREAS, the Board of Directors ("Board") of Cedar Creek Property Owners Association, Inc. (the "Association") recognizes the benefits of electronic voting, including increased participation, convenience, and efficiency; and

WHEREAS, Section 720.317 of the Florida Statutes permits homeowners' associations to conduct elections and other membership votes by electronic means if a resolution is adopted in a meeting of the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby adopts the following on February 12, 2025:

- 1. Adoption of Electronic Voting:** The Association hereby authorizes the use of electronic voting for all matters requiring a vote of the Association's membership, including, but not limited to, elections of directors, amendments to the governing documents, and any other matters that may be voted on by the Association's members.
- 2. Compliance with Statutory Requirements:** The Association shall ensure that the electronic voting system utilized for any electronic voting complies with the requirements set forth in Section 720.317 of the Florida Statutes, including but not limited to:
 - o Providing that the members receive notice of the opportunity to vote through the online electronic voting system.
 - o Providing each member with a method to authenticate their identity.
 - o Ensuring that votes are accurately counted and recorded.
 - o Maintaining the ability to produce a paper record of the vote.
 - o Protecting the secrecy and integrity of the ballot.
- 3. Notification and Consent:** Prior to the implementation of electronic voting, the Association shall notify all members of their option and their opportunity to vote electronically. In addition, the Association shall obtain written consent from any member who wishes to participate in electronic voting. Members who do not consent to electronic voting shall retain the right to vote by paper ballot.
- 4. Implementation and Procedures:** The Board is hereby authorized to establish and implement the necessary procedures and protocols for electronic voting, including the selection of a secure electronic voting platform, setting deadlines for the submission of electronic votes, and any other actions necessary to facilitate electronic voting.
- 5. Selection of Electronic Voting Provider and Platform:** The Board hereby selects GetQuorum as the Association's provider and platform of electronic voting systems.

6. **Adoption of Forms:** The Board hereby adopts the "Consent to Electronic Voting" form that is attached hereto as Exhibit "1" and any electronic delivery agreement that is utilized by GetQuorum, written or electronic, from time to time as the only means by which the members may provide their written consent to the Association to vote electronically. This form is incorporated into this Resolution by reference. The Board hereby adopts the "Revocation of Consent to Electronic Voting" form that is attached hereto as Exhibit "2" and any electronic delivery revocation or agreement, written or electronic, that is utilized by GetQuorum from time to time as the only means by which the members may revoke, in writing, their consent to the Association to vote electronically. This form is incorporated into this Resolution by reference.

7. **Adoption of Deadlines and Procedures for Electronic Voting:** Within ten (10) days from the adoption of this Resolution, the Association, GetQuorum, or both shall provide the members with written notice of the members' opportunity to vote through the Association's electronic voting system. The members may consent to vote electronically at a meeting of the Association's members no later than fourteen (14) days before the membership meeting. The members may revoke their consent to vote electronically at a meeting of the Association's members no later than fourteen (14) days before the membership meeting. These deadlines ensure that the Association will have sufficient time to prepare, mail, and post notices of membership meetings.

8. **Electronic Notices.** In accordance with Section 720.303(2)(c)1 of the Florida Statutes (2024), the Association is required to send an electronic notice to members whose email addresses are included in the Association's official records in the same manner as is required for a notice of a meeting of the members. Section 720.303(2)(c)1 of the Florida Statutes (2024) provides that notices of certain meetings may be provided by electronic transmission to members who have consented to receive notice by electronic transmission. The Board has determined it to be in the best interest of the Association to permit the use of electronic notice for Association meetings. Owners who desire to receive notice by electronic transmission may do so in conformance with the above-referenced statute, conformance with this Resolution, and the use of any forms, written or electronic, promulgated by GetQuorum for this purpose or the following forms: Consent to Receive Electronic Notice of Meetings, Notice of Change of Electronic Mail Address, and Revocation of Consent to Receive Electronic Notice. These forms are attached hereto as Exhibits "3" "4" and "5" of this Resolution, and the forms are incorporated herein by reference.

9. **Effective Date:** This resolution shall take effect immediately upon its adoption by the Board.

I HEREBY CERTIFY that the foregoing was duly adopted by the Board at a meeting duly held in accordance with Chapter 720, Florida Statutes, and the Bylaws of the association.

CERTIFIED TO AND ATTESTED BY:

Sign: 

Lou Sala

Association Secretary

2/12/25

Exhibit "1"

CONSENT TO ELECTRONIC VOTING

The undersigned, being all the owners of _____, Bonita Springs, Florida 34135 ("Lot") in *Cedar Creek*, pursuant to Florida Statutes, Section 720.317 and the policies adopted by the Board of Directors of Cedar Creek Property Owners Association, Inc. ("Association") hereby consent in writing to vote electronically for all matters that come before a vote of the members of the Association. The undersigned understands that mailed/paper ballots and proxy forms will not be provided to the Lot owners unless the Lot owners have revoked their consent to vote electronically at least fourteen (14) days before an upcoming meeting of the members. Further, the undersigned understand that they must consent in writing or electronically to vote electronically at least fourteen (14) days prior to an upcoming meeting of the members in order to vote electronically at the meeting of the members.

All Owners of the Lot, Please Print Name, Affix Date and Sign Below:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

Exhibit "2"

REVOCAION OF CONSENT TO ELECTRONIC VOTING

The undersigned, being all the owners of _____, Bonita Springs, Florida 34135 ("Lot") in *Cedar Creek*, pursuant to Florida Statutes, Section 720.317 and the policies adopted by the Board of Directors of Cedar Creek Property Owners Association, Inc. ("Association") hereby revoke any prior consent to vote electronically for all matters that come before a vote of the members of the Association. The undersigned understands that mailed/paper ballots and proxy forms will not be provided to the Lot owners unless the Lot owners have revoked their consent to vote electronically at least fourteen (14) days before an upcoming meeting of the members.

All Owners of the Lot, Please Print Name, Affix Date and Sign Below:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

Exhibit "3"

CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS

The undersigned, being all the owners of _____, Bonita Springs, Florida 34135 ("Lot") in *Cedar Creek*, pursuant to Florida Statutes, Section 720.303(2)(c)1, hereby consent in writing to receiving notice by electronic transmission for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of *Cedar Creek Property Owners Association, Inc.*

The undersigned further designate the following electronic mail address for such purposes: _____ . The undersigned understands that mailed/paper notice will not be provided to the Lot owners unless the Lot owners have rescinded their consent to receive electronic notice of meetings, by written notice .

All Owners of the Lot, Please Print Name, Affix Date and Sign Below:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

Exhibit "4"

NOTICE OF CHANGE OF ELECTRONIC MAIL ADDRESS

The undersigned, being all the owners of _____, _____, Bonita Springs, Florida 34135 ("Lot") have previously consented to receiving notice for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of *Cedar Creek Property Owners Association, Inc.*, by electronic transmission. The email address on file with the Association is: _____.

The undersigned would like to change the electronic mail address to which those notices may be sent. Accordingly, the following electronic mail address should now be used for such purposes: _____.

All Owners of the Lot, Please Print Name, Affix Date and Sign Below:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____

Exhibit "5"

REVOCATION OF CONSENT TO RECEIVE ELECTRONIC NOTICE

The undersigned, being all the Owners of _____, _____, Bonita Springs, Florida 34135 ("Lot") have previously consented to receiving notice for meetings of the Board of Directors, Committees, and Annual and Special Meetings of the Members of *Cedar Creek Property Owners Association, Inc.*, by electronic transmission.

The undersigned hereby revokes that consent and requests that all future notices be sent in paper format.

All Owners of the Lot, Please Print Name, Affix Date and Sign Below:

By: _____

Print Name: _____

Date: _____

By: _____

Print Name: _____

Date: _____