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ASSOCIATION POLICIES AND PROCEDURES¹
WIGGINS LAKES & PRESERVE ASSOCIATION, INC.

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

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¹ Additional Policies and Procedures may be found in minutes of Board meetings or correspondence issued under the authority of the Board.

1 **1. POSTING OF NOTICE POLICY**

2 In accordance with the Act, the official location for posting notice of Association meetings is ____

3 _____
4 _____
5 This does not preclude posting at other locations.
6

7 **2. REMOTE PARTICIPATION AT MEETINGS POLICY**

8 WHEREAS, Section 617.0721(3), Florida Statutes states the following regarding attending
9 meetings via remote audio or video means:

10 If authorized by the board of directors, and subject to such guidelines and
11 procedures as the board of directors may adopt, members and proxy holders who
12 are not physically present at a meeting may, by means of remote communication:

13 (a) Participate in the meeting.

14 (b) Be deemed to be present in person and vote at the meeting if:

15 1. The corporation implements reasonable means to verify that each person
16 deemed present and authorized to vote by means of remote communication is a
17 member or proxy holder; and

18 2. The corporation implements reasonable measures to provide such members or
19 proxy holders with a reasonable opportunity to participate in the meeting and to
20 vote on matters submitted to the members, including an opportunity to
21 communicate and to read or hear the proceedings of the meeting substantially
22 concurrent with the proceedings.

23 If any member or proxy holder votes or takes other action by means of remote
24 communication, a record of that member’s participation in the meeting must be
25 maintained by the corporation in accordance with s. 617.1601; and

26 WHEREAS, the Board wishes to adopt this Rule to authorize remote voting at Association
27 meetings and to establish guidelines with respect thereto.

28 NOW, THEREFORE, it is resolved as follows:

29 **2.1** The Board hereby authorizes Unit Owners (which term shall be interchangeable
30 with “Members”) to participate in and vote at meetings of Members, by remote communication
31 means.

1 **2.2** When video participation is used, physical recognition of the Member by a member
2 of the Board, other Members, or employees or agents of the Association shall be a sufficient
3 verification of identity.

4 **2.3** When audio participation is used, recognition of the Member’s voice or the
5 telephone number or other source of communication from which he or she is communicating shall
6 be a sufficient source of verification of identity.

7 **2.4** Members or other persons who are participating remotely as proxyholder for a
8 Member must submit copies of said proxy or proxies by mail or hand-delivery to the Management
9 Office: c/o Resort Management, Attn: Dianna Musse, Manager, 2685 Horseshoe Drive South,
10 Suite 215, Naples, FL 34104, or via e-mail to dmusse@resortgroupinc.com, in advance of the
11 meeting.

12 **2.5** Members who have voted by proxy shall also be entitled to attend Owner meetings
13 remotely and participate with reference to all designated agenda items.

14 **2.6** The Chair of the meeting shall allow every Member wishing to speak to an item
15 which will be put to a vote of the Members the opportunity to speak for up to 3 minutes regarding
16 each such item. The Chair may utilize technology that “mutes” Members when they are not
17 speaking so long as the platform contains a means by which Members may communicate to the
18 Chair that they wish to be recognized.

19 **2.7** Members who have not voted by proxy and who are attending remotely in person
20 shall be required to vote, if they wish to vote, on each item for which a vote is being taken, by
21 voice vote. Each such vote shall be specifically included in the minutes of the meeting.

22 **2.8** The Chair of the meeting shall have the discretion to apply this Rule or waive its
23 application in any reasonable manner which effectuates the ability of Members to participate
24 remotely, while preserving the ability to conduct an orderly meeting.

25 **2.9** This Rule does not require that remote participation be offered for any meeting.
26 The availability of and platform for remote participation shall be in discretion of the Board
27 President, or the Board. The Association may determine to authorize remote participation on a
28 limited basis, in the discretion of the Board or President. By way of example, and not limitation,
29 the Association may determine that only proxyholders who cannot physically attend a meeting will
30 be recognized for remote participation purposes.

31 **3. UNIT OWNER INQUIRIES POLICY**

32 WHEREAS, the Act provides that the Association, through its Board, may adopt
33 reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner
34 inquiries; and

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

1 NOW, THEREFORE, the following Rules are adopted:

2 **3.1** An “inquiry” is defined as a question, which specifically requests a written response
3 from the Association. Citation to the above-referenced statute is adequate.

4 **3.2** An inquiry will be deemed received by the Association, on the next business day
5 following the day on which a duly authorized representative of the Association signed for the
6 certified letter of inquiry to the Association addressed to the President of the Association, or the
7 Association’s Registered Agent, pursuant to the most recent online records of the Florida Secretary
8 of State, Division of Corporations.

9 **3.3** All responses of the Association shall be in writing, and shall be deemed effective
10 when deposited in the United States Mail, postage pre-paid, to the address of the Unit Owner, per
11 the Official Records of the Association, or the address contained on the document constituting the
12 inquiry, including e-mail response, if chosen by the Association.

13 **3.4** The Association is only obligated to respond to one (1) written inquiry per Unit
14 owned in any given 30-day period. The Association shall respond to each pending inquiry, as
15 required by law. A Unit Owner’s submission of more than one (1) inquiry per Unit owned during
16 a thirty (30) day period, or the inclusion of more than one (1) inquiry in a single piece of
17 correspondence, shall result in the Association only responding to the first inquiry received. In
18 such a case, any additional inquiry or inquiries will be responded to in the subsequent thirty (30)
19 day period, or periods, as applicable.

20 **3.5** Unit Owners shall not be permitted to file more than one (1) inquiry with the
21 Association with respect to the same matter. If the Unit Owner is dissatisfied with the Association’s
22 substantive response, or disagrees with the response, that fact will not be sufficient to obligate the
23 Association to engage in ongoing debate with the Unit Owner regarding the issue as to which a
24 substantive answer has been given.

25 **3.6** Should any Unit Owner inquiry involve privileges pertaining to pending or
26 potential litigation, matters subject to the attorney-client or work product privilege, or matters
27 which involve any other legally cognizable privilege, the Association shall not be obligated to
28 provide a substantive response to the Unit Owner if such would result in a waiver or violation of
29 any privilege.

30 **3.7** Certified inquiries shall not be used as a means to request inspection of the Official
31 Records of the Association. Unit Owners may request inspection of official records as provided
32 by law and any applicable rule of the Association. Unit Owners may request inspection of official
33 records as provided by law and any applicable rule of the Association.

34 **3.8** Any violation of these Rules shall be deemed a violation of a rule of the Association
35 and shall subject the Unit Owner to all remedies provided by Florida Law and the Condominium
36 Documents with respect to same, including the levy of fines or suspension of common area use
37 rights.

1 **4. POLICY ON TRANSFER QUESTIONNAIRES**

2 WHEREAS, Section 718.111(12)(e), Florida Statutes (2023) provides:

3 1. The association or its authorized agent is not required to provide a prospective
4 purchaser or lienholder with information about the condominium or the association
5 other than information or documents required by this chapter to be made available
6 or disclosed. The association or its authorized agent may charge a reasonable fee to
7 the prospective purchaser, lienholder, or the current unit owner for providing good
8 faith responses to requests for information by or on behalf of a prospective
9 purchaser or lienholder, other than that required by law, if the fee does not exceed
10 \$150 plus the reasonable cost of photocopying and any attorney’s fees incurred by
11 the association in connection with the response.

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

17 WHEREAS, the Association receives a significant number of requests from prospective
18 purchasers and prospective purchasers’ lenders and title insurers regarding various information
19 regarding the Condominiums and the Association (hereinafter “Transfer Questionnaires”); and

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

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

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

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

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

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

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

5 NOW, THEREFORE, it is hereby resolved as follows:

6 **4.1** The Association, through management, shall use reasonable efforts to respond to
7 Transfer Questionnaires.

8 **4.2** If Management, in consultation with the President, believes that any particular
9 request for a Transfer Questionnaire is unduly burdensome or presents potential liability, is
10 accompanied by direct or indirect threats of potential legal action, or if the deadline for a required
11 response is too short to reasonably process the request, the Association may decline to process
12 such request and may (but shall not be obligated to) simply inform the requestor that the
13 Association is unable to respond to this particular request in accordance with the Association’s
14 policies. Further, the Association may decline to answer questions that request information
15 regarding building safety, soundness, structural integrity, or habitability.

16 **4.3** The Association establishes a fee (hereinafter “Transfer Questionnaire Processing
17 Fee”) of \$150.00 to process Transfer Questionnaires. If the maximum permissible fee under the
18 Act is increased, these Rules adopts the higher fee.

19 **4.4** The Association shall require that the Transfer Questionnaire Processing Fee be
20 paid in advance, before the Association begins to process the request for completion of a Transfer
21 Questionnaire. The Association’s entitlement to the fee shall not be dependent upon any third party
22 being satisfied with the timeframe in which the Transfer Questionnaire is completed, nor its
23 completeness, content or accuracy.

24 **4.5** If the Association’s representatives are unable to answer any question or provide
25 other information requested by a Transfer Questionnaire, because the Association is not reasonably
26 possessed of such information, the Association shall respond to such question or request for
27 information by stating “Information Not Available” or a similar summary statement.

28 **4.6** If completion of Transfer Questionnaire requires the provision of answers or
29 information which would require review by the Association’s attorney, the Association shall
30 request its attorney to provide a “not to exceed” fee quote for providing such information and shall
31 require pre-payment of such fee as a condition of processing the Transfer Questionnaire. The
32 attorney may bill the Association directly and the Association shall use the pre-paid funds toward
33 payment of that invoice. Any excess funds will be refunded to the Person requesting the Transfer
34 Questionnaire. The Association’s consultation with its legal counsel in completing a Transfer
35 Questionnaire shall not create an attorney-client relationship in any third party, including any Unit
36 Owner or Person requesting the completion of a Transfer Questionnaire.

37 **4.7** The Transfer Questionnaire Processing Fee shall be allocated between the
38 Association and Management as per any relevant terms of the Association’s management
39 agreement.

1 **4.8** Responses to Transfer Questionnaires shall always include the following statement:
2 “The responses herein are made in good faith and to the best of my ability as to their accuracy.”

3 **4.9** The Association shall generally not respond to Buyer Inquiries and shall refer
4 inquirers to the Unit Owner and may provide inquirers with a copy of these Rules. The President
5 may waive this general policy if he or she believes it to be in the best interest of the Association
6 and in such cases all responses shall be accompanied by the disclaimer language set forth in
7 Paragraph 4.8, above.

8 **4.10** It is intended that to the extent any discretion needs to be exercised in the
9 implementation of these Rules on a day-to-day basis, Management, in consultation with the
10 President, shall be delegated such discretion.

11 **5. NOTIFICATION FORM FOR SALE OR TRANSFER OF TITLE**

12 WHEREAS, Article 17 of the Combined Amended and Restated Declaration of
13 Condominium provides that no Unit Owner may dispose of a Unit or any interest in same by sale
14 or other title transfer, without prior written notice to the Association; and

15 WHEREAS, the Board believes it is in the best interest of the Association to adopt a rule,
16 as contemplated by the above-referenced article of the Combined Amended and Restated
17 Declaration of Condominium, to require the use of a uniform notice form to protect the Association
18 and the Unit Owners when a Unit is transferred.

19 NOW, THEREFORE, the following Rules are adopted.

20 **5.1** The Association must be given thirty (30) days prior notice of all transfers of any
21 Unit must be by the Association, in writing as provided by Article 17 of the Combined Amended
22 and Restated Declaration of Condominium.

23 **5.2** All transfers notifications must be accompanied by the Notice of Sale or Transfer
24 of Title which is attached hereto as **Exhibit “A.”** The Notice of Sale or Transfer of Title must be
25 signed by the Unit Owner, the proposed Occupant(s), and upon approval by the Association by the
26 Association’s designated representative.

27 **5.3** Failure to include the attached Application for Sale or Transfer of Title will be
28 deemed a violation of the Condominium Documents and may be addressed in the manners
29 provided by law and the Condominium Documents.

30

NOTICE OF SALE OR TRANSFER OF TITLE
WIGGINS LAKES & PRESERVE ASSOCIATION, INC.

Please submit this completed Notice at least thirty (30) days prior to intended date of closing to the attention of the Board of Directors at Wiggins Lakes & Preserve Association, Inc., c/o Resort Management, Attn: Dianna Musse, Manager, 2685 Horseshoe Drive South, Suite 215, Naples, FL 34104. E-mail (dmusse@resortgroupinc.com) is acceptable.

To: Board of Directors of Wiggins Lakes & Preserve Association, Inc.

I(We) intend to purchase or otherwise acquire title to Unit No. _____, located in Wiggins Lakes & Preserve. I(We) represent that the following information is factual and true.

I(We) have read and agree to be bound by the Declaration, Bylaws, Articles of Incorporation, and the Rules and Regulations of the Association (collectively “Condominium Documents”), copies of which documents have been furnished to me(us) by the Unit Owner, and recognize that the Condominium Documents may be amended from time to time. If any question cannot be answered in the space provided, attach a separate sheet or sheets of paper.

1. FULL NAME OF PRESENT OWNER(S) OF UNIT: _____

2. LIST ALL PROPOSED RECORD TITLE HOLDERS AS SEPARATE APPLICANTS (USE SEPARATE SHEET OF PAPER IF NECESSARY):

FULL NAME OF OWNER 1 _____

FULL NAME OF OWNER 2 _____

3. IF THERE ARE MORE THAN TWO (2) PURCHASERS/ACQUIRERS (OR IF CO-PURCHASERS/ACQUIRERS ARE OTHER THAN SPOUSES) PLEASE EXPLAIN HERE AND FURTHER PROVIDE ADDITIONAL INFORMATION AS APPROPRIATE INCLUDING THE RELATIONSHIP BETWEEN ALL CO-PURCHASERS/ACQUIRERS (USE SEPARATE SHEET OF PAPER IF NECESSARY):

4. IF NOT A TRANSFER TO NATURAL PERSONS, LIST THE EXACT NAME(S)/ENTITY(IES) TO WHICH TITLE WILL BE TRANSFERRED/HELD:

5. I/WE INTEND TO (CHECK ONE):

- personally reside full-time at Wiggins Lakes & Preserve
- personally reside part-time at Wiggins Lakes & Preserve
- rent our Unit annually

Exhibit “A” to Policy and Procedure #5
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01/03/2024

1 ___ rent our Unit seasonally
2 ___ other (specify) _____

3 6. MANUFACTURER, MODEL & YEAR OF AUTOMOBILE(S) TO BE KEPT OR USED AT
4 THE WIGGINS LAKE & PRESERVE:

5 CAR NO. 1: _____ LICENSE NUMBER: _____

6 CAR NO. 2: _____ LICENSE NUMBER: _____

7 7. DO YOU HAVE A PET OR PET(S) YOU INTEND TO KEEP AT THE CONDOMINIUMS?
8 (PLEASE REMEMBER THAT THERE IS A 1 PET/25 POUND WEIGHT LIMIT. NO
9 TENANT OR GUEST MAY BRING OR LODGE A PET OR ANIMAL OF ANY KIND IN
10 A UNIT. SEE ARTICLE 14.5 OF THE COMBINED AMENDED AND RESTATED
11 DECLARATION OF CONDOMINIUM) _____ YES _____ NO

12 IF SO, WEIGHT, BREED, AGE OF PET NO. 1 _____
13 WEIGHT, BREED, AGE OF PET NO. 2 _____

14 8. ADDRESS FOR NOTICE OF MEETINGS, ASSESSMENT BILLINGS, AND OTHER
15 OFFICIAL COMMUNICATIONS. PLEASE ALSO PROVIDE E-MAIL ADDRESS AND
16 TELEPHONE NUMBER(S), IF YOU WISH TO BE ADDED TO OUR LISTS CONTAINING
17 THOSE CONTACTS.

18 MAILING ADDRESS: _____
19 PHONE: _____
20 E-MAIL: _____

21 9. Name of Title Company: _____

22 10. Closing Date: _____

23

24 _____
25 Signature of Purchaser/Acquirer 1 Signature of Purchaser/Acquirer 2

26 Print Name: _____ Print Name: _____

27 Date: _____ Date: _____

28

29 The current Owner(s) of said Unit join in this Notice to request the Board to review same.

30 _____
31 Signature of Unit Owner 1 Signature of Unit Owner 2

32 Print Name: _____ Print Name: _____

33 Date: _____ Date: _____

34

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Exhibit "A" to Policy and Procedure #5
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6. UNIFORM APPLICATION FOR LEASE

WHEREAS, Article 16 of the Combined Amended and Restated Declaration of Condominium provides that Board has the authority to approve all leases and renewals or extensions thereof; and

WHEREAS, Article 16 of the Combined Amended and Restated Declaration of Condominium further provides that the Board has the authority to promulgate or use a uniform lease application; and

WHEREAS, the Board believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced article of the Combined Amended and Restated Declaration of Condominium, to require the use of a uniform lease application to protect the Association and the Unit Owners when a Unit is leased.

NOW, THEREFORE, the following Rules are adopted.

6.1 All leases of any Unit must be approved by the Association in advance and in writing as provided by Article 16 of the Combined Amended and Restated Declaration of Condominium.

6.2 All leases must also be accompanied by the Application for Lease which is attached hereto as **Exhibit “A.”** The Application for Lease must be signed by the Unit Owner, the proposed Tenant, and upon approval by the Association by the Association’s designated representative.

6.3 Failure to include the attached Application for Lease will result in denial of the proposed lease by the Association.

1 **APPLICATION FOR LEASE**

2 **WIGGINS LAKES & PRESERVE ASSOCIATION, INC.**

3 Please submit this completed application to the attention of the Board of Directors at Wiggins
4 Lakes & Preserve Association, Inc., c/o Resort Management, Attn: Dianna Musse, Manager, 2685
5 Horseshoe Drive South, Suite 215, Naples, FL 34104. E-mail (dmusse@resortgroupinc.com) is
6 acceptable.

7 Date: _____, 20__

8 To: Board of Directors of Wiggins Lakes & Preserve Association, Inc.

9 I(We) intend to lease Unit No. _____, located in Wiggins Lakes & Preserve, for a term commencing
10 _____ and ending _____. A copy of the proposed lease is attached. The
11 name(s) of all Persons listed as Tenant(s) on the lease is(are)
12 _____ (“Applicant(s”).

13 I(We) represent that the following information and the information included in the lease is factual and
14 true. I(We) am(are) aware that any falsification or misrepresentation of the facts in this Application
15 or any materials acquired in connection herewith may result in rejection of this Application, or
16 constitute grounds for the Association to void any approval that may be granted. I(We) consent and
17 acknowledge that the Association or its agent may make further inquiry concerning this Application.

18 I(We) have read and agree to be bound by the Declaration, Bylaws, Articles of Incorporation, and the
19 Rules and Regulations of the Association (collectively “Condominium Documents”), copies of which
20 documents have been furnished to me(us) by the Unit Owner, and recognize that the Condominium
21 Documents may be amended from time to time. If any question cannot be answered in the space
22 provided, attach a separate sheet or sheets of paper.

23 1. FULL NAME OF PRESENT OWNER(S) OF UNIT: _____
24 _____

25 2. LIST ALL PROPOSED TENANTS AS SEPARATE APPLICANTS (USE SEPARATE SHEET
26 OF PAPER IF NECESSARY):

27 FULL NAME OF APPLICANT 1 _____

28 FULL NAME OF APPLICANT 2 _____

29 3. IF THERE ARE MORE THAN TWO (2) APPLICANTS (OR IF CO-APPLICANTS ARE
30 OTHER THAN SPOUSES) PLEASE EXPLAIN HERE AND FURTHER PROVIDE
31 ADDITIONAL INFORMATION AS APPROPRIATE SO THAT ALL APPLICANTS
32 SUBMIT INFORMATION (USE SEPARATE SHEET OF PAPER IF NECESSARY):

33 _____
34 _____

35 4. IS ANY APPLICANT A SERVICE MEMBER AS DEFINED IN S. 250.01, FLORIDA
36 STATUTES? _____ YES _____ NO

37 **Exhibit “A” to Policy and Procedure #6**
38 **Page 1 of 3**

1 5. PRESENT RESIDENCE ADDRESS OF APPLICANT(S) _____
2 CITY _____ STATE ___ ZIP _____ PHONE _____
3 E-MAIL _____ HOW LONG? _____

4 6. PLEASE STATE THE NAME AND RELATIONSHIP OF ALL PERSONS WHO WILL BE
5 PERMANENTLY OCCUPYING THE UNIT (LIVING WITH APPLICANT(S) OR RESIDING
6 IN UNIT FOR 30 DAYS OR MORE PER YEAR) OTHER THAN THE APPLICANT(S)
7 HEREIN:

8 NAME: _____ RELATIONSHIP: _____
9

10 NAME: _____ RELATIONSHIP: _____
11

12 OTHER _____

13 7. PERSON TO NOTIFY IN AN EMERGENCY: NAME _____
14 RELATIONSHIP _____ PHONE _____ E-MAIL _____

15 8. MANUFACTURER, MODEL & YEAR OF AUTOMOBILE(S) TO BE KEPT OR USED AT
16 THE ASSOCIATION:

17 CAR NO. 1: _____ LICENSE NUMBER: _____

18 CAR NO. 2: _____ LICENSE NUMBER: _____

19 9. NO TENANT OR GUEST MAY BRING OR LODGE A PET OR ANIMAL OF ANY KIND
20 IN A UNIT. SEE ARTICLE 14.5 OF THE COMBINED AMENDED AND RESTATED
21 DECLARATION OF CONDOMINIUM.

22 10. ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:

23 MAILING ADDRESS: _____
24 PHONE: _____ E-MAIL (IF E-MAIL IS ACCEPTABLE MANNER OF
25 COMMUNICATION): _____

26 11. IF APPLICATION FOR LEASE IS ACCEPTED, ADDRESS FOR DELIVERY OF
27 ASSOCIATION MATERIALS (IF DIFFERENT FROM UNIT ADDRESS):

28 MAILING ADDRESS: _____
29 E-MAIL: _____

30 I understand that upon its receipt of a totally completed Application acceptable to the Association,
31 including the lease, the receipt of the application fee (\$75 per Applicant, spouses/members of the
32 same family are considered one Applicant) and a personal interview (if requested), the Association
33 has thirty (30) days within which to accept or reject the Application.

34

35 **Exhibit "A" to Policy and Procedure #6**
36 **Page 2 of 3**

1 I understand that any violation of the terms, provisions, conditions, and covenants of the
2 Condominium Documents provides cause for pursuit of remedies therein provided. Although a few
3 provisions of the Condominium Documents are mentioned herein, all of the Condominium
4 Documents should be carefully reviewed prior to leasing. I also acknowledge that the Condominium
5 Documents may be amended from time to time and that a violation of same is also a violation of my
6 lease agreement.

7 _____
8 Signature of Applicant 1 Signature of Applicant 2

9 Print Name: _____ Print Name: _____

10 Date: _____ Date: _____

11 The current Owner(s) of said Unit join in this Application to request the Board to review same.

12 _____
13 Signature of Unit Owner 1 Signature of Unit Owner 2

14 Print Name: _____ Print Name: _____

15 Date: _____ Date: _____

16 *****

17 Application Materials Received _____, 20__ Interview Conducted _____, 20__

18 Lease Approval Fee Received _____, 20__

19 APPROVED: _____ DISAPPROVED: _____ DATE: _____, 20__

20 _____ Print Name: _____
21 Signature of Association Representative

Exhibit "A" to Policy and Procedure #6
Page 3 of 3

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1 **7. UNIFORM ASSESSMENT COLLECTION POLICY**

2 WHEREAS, Wiggins Lakes & Preserve Association, Inc. (“Association”) desires to adopt
3 a policy regarding the collection of Assessments.

4 NOW, THEREFORE, the Board hereby establishes the following assessment collection
5 policy. All capitalized terms shall be given their meaning as described in the Condominium
6 Documents or the Act, as those terms are defined later herein, or the definitions ascribed to said
7 terms in these Rules:

8 **7.1** Article 10 of the Combined Amended and Restated Declaration of Condominium
9 states in pertinent part:

10 **ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made
11 by the Board, in the manner provided in the Bylaws and as follows and shall be
12 borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these
13 Condominium Documents. The Association has the power to levy and collect
14 Assessments against each Unit and Unit Owner in order to provide the necessary
15 funds for proper operation and management of the Condominiums and for the
16 operation of the Association. This power includes both “regular” Assessments for
17 each Unit’s share of the Common Expenses or individual Limited Common
18 Expenses (which shall be based upon actual costs to be incurred and not allocated
19 in the manner in which Common Expenses are incurred) as set forth in the annual
20 budget, and “special” Assessments for unusual, nonrecurring or unbudgeted
21 Common Expenses or Limited Common Expenses.

22 **10.1 Liability for Assessments and Charges.** A Unit Owner is liable for all
23 Assessments and Charges coming due while he or she is the Unit Owner. Except as
24 provided in Article 10.5, any Person or entity which acquires title to a Unit is jointly
25 and severally liable with their predecessor in title for all unpaid Assessments and
26 Charges against the predecessor for his or her share of the Charges and
27 Assessments, including interest, late fees, attorneys’ fees and other costs and
28 expenses of collection incurred by the Association up to the time of the transfer,
29 without prejudice to any right the transferee may have to recover from the transferor
30 the amounts paid by the transferee. The liability for Assessments or Charges may
31 not be avoided by waiver of the use or enjoyment of any Common Elements or by
32 the abandonment of the Unit for which the Assessments or Charges are made.

33 **10.2 Default in Payment of Assessments for Common Expenses or Charges.**
34 Assessments and installments thereof not paid within ten (10) days from the date
35 when they are due shall incur a late fee and bear interest from the date first due until
36 paid, in an amount as determined by the Board which, unless otherwise specified,
37 shall be the maximum allowed by law. For so long as provided by law, the
38 Association must send a notice of late Assessment, in accordance with the Act, to
39 the delinquent Unit Owner prior to any attorneys’ fees being incurred in collection
40 of the Assessment in accordance with the Act.

1 The Association has a continuing lien on each Condominium Parcel for any unpaid
2 Assessments (including Special Assessments) and Charges on such parcel, with
3 interest, late fees and for reasonable attorneys' fees, as well as costs and expenses
4 of collection incurred by the Association incident to the collection of the
5 Assessment or enforcement of the lien, including but not limited to fees, costs, or
6 expenses incurred in an appeal, in a bankruptcy, in litigating the amount of fees
7 after entitlement thereto has already been determined, and/or in litigating the
8 entitlement to fees. Except as otherwise provided in the Act, no lien may be filed
9 by the Association against a Unit until forty-five (45) days after the date on which
10 a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act.
11 The notice of intent to file a lien shall include only those amounts that came due as
12 of the date of said notice. The recorded lien shall include the amounts identified in
13 the notice of intent to file a lien along with any additional Assessments (including
14 Special Assessments) or Charges that may have come due since delivery of said
15 notice of intent to file a lien without having to file a separate lien or send a
16 subsequent notice of intent to file a lien.

17 **10.3 Notice of Intention to Foreclose Lien.** So long as required by law, no
18 foreclosure judgment may be entered until at least forty-five (45) days after the
19 Association gives written notice to the Unit Owner of its intention to foreclose its
20 lien to collect the unpaid Assessments or Charges. If this notice is not given at least
21 forty-five (45) days before the foreclosure action is filed, and if the unpaid
22 Assessments or Charges, including those which have been accelerated (if
23 applicable) and those coming due after the claim of lien is recorded, are paid before
24 the entry of a final judgment or foreclosure, the Association shall not recover
25 attorneys' fees or costs. The notice must be given by delivery of a copy of it to the
26 Unit Owner or by certified mail, return receipt requested, addressed to the Unit
27 Owner at his or her last known address; and, upon such mailing, the notice shall be
28 deemed to have been given. If after diligent search and inquiry the Association
29 cannot find the Unit Owner or a mailing address at which the Unit Owner will
30 receive the notice, the court may proceed with the foreclosure action and may award
31 attorneys' fees and costs as permitted by law. The notice requirements of this
32 provision are satisfied if the Unit Owner records a Notice of Contest of Lien as
33 provided in the Act. The notice requirements do not apply if an action to foreclose
34 a mortgage on the Unit is pending before any court; if the rights of the Association
35 would be affected by such foreclosure; and if actual, constructive, or substitute
36 service of process has been made on the Unit Owner.

37 **10.4 Attachment of Rental Income When Unit is Delinquent.** Notwithstanding
38 any other remedy available to the Association under this Declaration, the Bylaws,
39 or applicable law, the Association has the following options when payment of
40 Assessments or Charges are in default (more than ten days in arrears). The
41 Association may, without order of the Court, direct rental income (by written notice
42 to the Tenant with copy to the Unit Owner) from Units in default to be paid directly
43 to the Association until all outstanding Assessments, Charges, other monetary
44 obligations, interest, late fees, costs, collection expenses, attorneys' fees and
45 receiver's fees, if applicable, are paid in full. As an alternative, the Association may

1 apply to a Court of competent jurisdiction, either in connection with a foreclosure
2 suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit
3 in default paid directly to the Association, the court registry, or a receiver, as the
4 Court may direct. The Association may choose any of these courses of action, or
5 other remedies as may be prescribed by law or elsewhere in the Condominium
6 Documents, as the Board deems appropriate, without same constituting a waiver or
7 election of remedies.

8 **10.5 First Mortgagee.** The priority of the Association's lien and the obligation for
9 payment of past due Assessments or other sums due in relation to first mortgagees
10 who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be
11 determined by the Act.

12 **10.6 Certificate of Unpaid Assessments or Charges.** Any Unit Owner has the
13 right to require from the Association a certificate showing the amount of unpaid
14 Assessments or Charges against him or her with respect to his or her Unit. The
15 Association, its agents, and counsel are permitted to charge a fee for preparing such
16 information, in amounts established by the Board, or in a management agreement
17 between the Association and a Community Association Management Firm, or
18 based on reasonable and customary fees charged by legal counsel.

19 **10.7 Lien for Charges.** Except as prohibited by law, there is created by this
20 Declaration a common law and contractual lien to secure payment for any service
21 which the Association provides for an individual Unit Owner or expenses which
22 the Association incurs in regard to a Unit Owner and which are not otherwise
23 secured by the statutory lien for Common Expenses. By way of example, but not
24 limitation, a Lien for Charges exists to secure repayment to the Association when
25 it must remove or reinstall Unit Owner alterations or items of Unit Owner
26 insurance, or Maintenance responsibility in connection with the Association's
27 discharge of its Common Element Maintenance responsibilities, or address
28 emergency situations, such as water extraction from a Unit. The Lien for Charges
29 shall be of equal priority to, shall accrue interest and late fees, and shall be
30 foreclosed in the same manner as the Common Expense lien, including the right to
31 recover attorneys' fees, costs and expenses of collection.

32 **10.8 Liens and Encumbrances against Units.** The Association has the right to
33 satisfy any delinquent lien or other security interest against a Unit, including
34 without limitation unpaid ad valorem taxes. The Association has no obligation to
35 satisfy such liens nor ascertain their existence. Prior to paying off a lien against a
36 Unit, the Association shall give the Unit Owner reasonable notice and opportunity
37 to remove the lien. Any such payments made by the Association will be secured by
38 a Lien for Charges.

39 **10.9 Other Remedies.** The Board has the authority to impose such other remedies
40 or sanctions permitted by the Act pertaining to non-payment of monetary
41 obligations to the Association. Without limitation, same include suspension of use
42 rights in Common Elements and Association Property; suspension of voting rights;

1 suspension of the right to serve on the Board; the attachment of rental income;
2 denial of lease approval requests; and acceleration.

3 **7.2** The following provisions of the Act address rights and remedies of the Association
4 in connection with delinquent Assessments as follows:

5 **7.2.1** Section 718.112(2)(d)2 of the Act provides that a person who is delinquent
6 in the payment of any assessment is not eligible for Board membership and shall not be listed on
7 the ballot if they are delinquent.

8 **7.2.2** Section 718.112(2)(g) of the Act permits the acceleration of Assessments
9 of an owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be
10 due and payable on the date the claim of lien is filed. Such accelerated Assessments shall include
11 the amounts due for the remainder of the budget year in which the claim of year is filed.

12 **7.2.3** Section 718.112(2)(n) of the Act provides that a Director or Officer more
13 than 90 days delinquent in the payment of any monetary obligation shall be deemed to have
14 abandoned the office, creating a vacancy in the office to be filled according to law.

15 **7.2.4** Section 718.116(4) of the Act provides that if the Association is authorized
16 by the Declaration or Bylaws to approve or disapprove a proposed lease of a unit, the grounds for
17 disapproval may include, but are not limited to the Unit Owner being delinquent in the payment
18 of an Assessment at the time approval is sought.

19 **7.2.5** Section 718.116(6)(c) of the Act provides that if a Unit Owner remains in
20 possession of a Unit after a foreclosure judgment has been entered, the Court, in its discretion, may
21 require the Unit Owner to pay reasonable rental for the Unit. This provision of the Act further
22 provides that if the Unit is rented or leased during the pendency of the foreclosure action, the
23 Association is entitled to appointment of a receiver to collect the rent.

24 **7.2.6** Section 718.121(5) of the Act provides that an Association may not require
25 payment of attorney fees related to a past due assessment without first delivering a written notice
26 of late assessment to the unit owner which specifies the amount owed the association and provides
27 the unit owner an opportunity to pay the amount owed without the assessment of attorney fees.
28 The notice of late assessment must be sent by first-class United States mail to the unit owner at his
29 or her last address as reflected in the association's records and, if such address is not the unit
30 address, must also be sent by first-class United States mail to the unit address. Notice is deemed
31 to have been delivered upon mailing as required by this subsection. A rebuttable presumption that
32 an association mailed a notice in accordance with this subsection is established if a board member,
33 officer, or agent of the association, or a manager licensed under part VIII of chapter 468, provides
34 a sworn affidavit attesting to such mailing.

35 **7.2.7** Section 718.121(6) of the Act provides that no lien may be filed by the
36 Association until forty-five (45) days after the date on which a notice of intent to file a lien has
37 been delivered to the Owner by registered or certified mail, return receipt requested, and by first-
38 class United States mail to the Owner at his or her last address as reflected in the records of the
39 Association, if the address is within the United States, and delivered to the Owner at the address

1 of the Unit if the Owner's address is reflected in the records of the Association is not the Unit
2 address. If the address reflected in the records is outside the United States, sending the notice to
3 that address and to the Unit address by first-class United States mail is sufficient. Delivery of the
4 notice (hereinafter "Statutory First Notice") is deemed given upon mailing as required by the Act.

5 **7.2.8** Section 718.303(4) of the Act provides that if any Unit Owner is more than
6 90 days delinquent in the payment of any monetary obligation to the Association, the Association
7 may suspend the right of the Unit Owner, or a Unit's occupant, licensee or invitee to use common
8 elements, common facilities or any other Association property until the monetary obligation is
9 paid.

10 **7.2.9** Section 718.303(5) of the Act provides that the Association may suspend
11 the voting rights of any Unit Owner if such Unit Owner becomes more than \$1,000 and more than
12 90 days delinquent in the payment of any monetary obligation to the Association. Such suspension
13 shall end upon full payment of all obligations currently due or overdue the Association.

14 **7.3** References to "Assessments" herein shall refer to Annual Assessments which are
15 payable monthly or quarterly, as specified by the Board, and due on the first day of each month or
16 quarter, as applicable (hereinafter the "Assessment Due Date") and Special Assessments which
17 are due on the date specified by the Board in the notice of the assessment given pursuant to the
18 Act ("Special Assessment Due Date"). The Assessment Due Date and Special Assessment Due
19 Date shall collectively be referred to as the Due Date. All Assessments or Charges not paid within
20 ten (10) days after the Due Date shall be considered delinquent.

21 **7.4** A monetary obligation as that term is used herein shall include any regular
22 Assessment, Special Assessment, fine, or Charge authorized by the Declaration, the Bylaws of the
23 Association or the Act.

24 **7.5** If payment of an Assessment in full has not been received by the Association, at
25 such location as the Association may specify from time to time, within ten (10) days of the Due
26 Date, the Association (either itself, or through its agent) will add a late fee of five percent (5%) of
27 the installment due, or \$25.00, whichever is greater. Interest at eighteen percent (18%) per annum
28 shall also be added, retroactive to the Due Date.

29 **7.6** Should payment be made by "NSF" check, costs, fees and services charges shall be
30 imposed and added to the sums due from the Unit Owner in the maximum amount permitted by
31 law.

32 **7.7** The Association shall not require payment of attorneys' fees related to a past due
33 assessment without first delivering a written notice of late assessment to the Unit Owner which
34 specifies the amount owed the Association and provides the Unit Owner an opportunity to pay the
35 amount owed without the assessment of attorney fees. The notice of late assessment ("Late
36 Notice") must be sent by first-class United States mail to the Unit Owner at his or her last address
37 as reflected in the Association's records and, if such address is not the Unit address, must also be
38 sent by first-class United States mail to the Unit address. Notice is deemed to have been delivered
39 upon mailing. A rebuttable presumption that the Association mailed a notice in accordance with
40 this subsection is established if a Board Member, Officer, or agent of the Association, or a manager

1 licensed under part VIII of chapter 468, provides a sworn affidavit attesting to such mailing. The
2 notice shall be in substantially the following form:

3 NOTICE OF LATE ASSESSMENT

4 RE: Unit of Wiggins Lakes & Preserve Association, Inc.

5 The following amounts are currently due on your account to Wiggins Lakes &
6 Preserve Association, Inc., and must be paid within 30 days of the date of this letter.
7 This letter shall serve as the association’s notice of its intent to proceed with further
8 collection action against your property no sooner than 30 days of the date of this
9 letter, unless you pay in full the amounts set forth below:

10 Maintenance due...(dates)... \$.....

11 Late fee, if applicable \$.....

12 Interest through...(dates)...* \$.....

13 TOTAL OUTSTANDING \$.....

14 *Interest accrues at the rate of percent per annum.

15 **7.8** After the expiration of time set forth in the Late Notice, the Association will turn
16 the matter over to its attorney, who in turn will send a Statutory First Notice. Owners shall be
17 responsible for all applicable late fees and interest as referenced above, as well as all reasonable
18 expenses of collections and costs and attorneys’ fees affiliated with the Statutory First Notice.

19 **7.9** Once any Assessment is sixty (60) days past the Due Date, or the payment deadline
20 from the attorney’s Statutory First Notice has lapsed, the Association’s attorney shall record a
21 claim of lien and provide the Unit Owner with notice of intention to foreclose a lien, as required
22 by the Act, in order to collect the outstanding amounts owed, including, but not limited to, the
23 amount of the delinquent Assessment(s), interest, late fees, attorneys’ fees and costs, reasonable
24 collection expenses and any amounts that have been accelerated. The President of the Association,
25 or his or her appointee, has the authority to instruct counsel to also accelerate remaining
26 assessments for the fiscal year, if after consultation with legal counsel, the President or Manager
27 believes that acceleration is in the best interest of the Association, which may be considered on
28 case-by-case basis. Such claim of lien shall also secure, including but not limited to, all unpaid
29 Assessments, attorneys’ fees, interest, late fees and costs and reasonable expenses of collection
30 which are due or may become due subsequent to the date the claim of lien is recorded. The
31 Association’s attorney will also send a notice advising the Owner that a foreclosure action will be
32 commenced unless the entire amount indicated on the claim of lien, as well as any sums that have
33 accrued since the date of the claim of lien, are paid within forty-five (45) days from the date of the
34 notice.

35 **7.10** The Association has the authority to approve lease applications pursuant to Article
36 16 of the Combined Amended and Restated Declaration of Condominium. If a Unit Owner is
37 delinquent in the payment of Assessments at the time an application for rental or lease of a Unit is

1 received, the President or Manager has the authority to deny the application, without need for prior
2 approval of the Board. The Association may grant conditional approval for lease or rental of a Unit
3 when the Unit is delinquent in the payment of Assessments contingent upon written agreement
4 from the Unit Owner and the Tenant to pay all rent due from the Tenant to the Unit Owner to the
5 Association, until all past-due Assessments (including late fees, interest, cost, and attorneys' fees)
6 have been paid up, with an additional proviso that future rentals may be directed to the Association
7 if the Unit again becomes delinquent in the payment of Assessments during the lease term. Further,
8 the Association has the right to attach rental income as may be authorized by the Declaration, the
9 Bylaws, or law.

10 **7.11** Any Person who is delinquent in the payment of any monetary obligation to the
11 Association by more than ninety (90) days is not eligible to sit on the Board and shall be deemed
12 to have abandoned their office effective the 91st day of delinquency.

13 **7.12** Any Person who is delinquent in the payment of any assessment due to the
14 Association, is not eligible to be a candidate for Board membership and may not be listed on the
15 ballot. For purposes of this paragraph, a Person is delinquent if a payment is not made by the due
16 date as specifically identified in the Condominium Documents. If a due date is not specifically
17 identified in the Condominium Documents, the due date is the first day of the assessment period.

18 **7.13** Should any Person become more than \$1,000 and more than ninety (90) days
19 delinquent in the payment of any monetary obligation to the Association, the Board may consider
20 the suspension of such Unit Owners, or Unit Occupant, Invitee, or Licensee's, use rights of the
21 Common Elements and Association Property and voting rights at a regularly scheduled Board
22 meeting or a special meeting of the Board. In the event that such suspension is imposed at said
23 meeting, the Association shall notify the Owner, and if applicable, the Unit's Occupant, Licensee
24 or Invitee of such suspension by mail or hand delivery. Such suspension shall continue until all
25 outstanding monetary obligations are brought current. Use rights in all Common Elements and
26 Association Property shall be included in such suspension, including without limitation, all
27 amenities, and recreational or social facilities that is part of the Common Elements or Association
28 Property, but excluding Limited Common Elements intended to be used only by that Unit,
29 Common Elements needed to access the Unit, utility services provided to the Unit, parking spaces,
30 or elevators.

31 **7.14** The Unit Owners whose voting rights have been suspended by these Rules shall be
32 subtracted from the quorum and voting requirements of any votes taken during such suspensions
33 to the extent permitted by the Act, the Declaration or the Bylaws.

34 **7.15** It is the intent of the Board that this collections policy be adhered to as closely as
35 possible. However, any deviation from or waiver of these Rules will not affect the collections
36 process and cannot be raised as a defense by a delinquent Unit Owner in any collections
37 proceeding. Further, the Board has the authority to deviate from or waive the provisions of these
38 Rules, when in the opinion of the Board, the best interests of the Association are served by such
39 waiver or deviation, including, but not limited to, situations where substantial hardship or
40 excusable neglect by the Unit Owner has been shown. The waiver or deviation of the provisions
41 of these Rules in one instance shall not require waiver or deviation in any other instance.

1 **7.16** The President of the Association or his or her appointee has the authority to
2 implement these Rules, without need for specific approval of the Board, except that the suspension
3 of use rights provided for in Paragraph 7.13 and the waivers provided for in Paragraph 7.15 shall
4 be considered by the Board.

5 **8. FINING/SUSPENSION PROCEDURES**

6 An initial warning (in writing or tagging) shall be issued to the Member. If necessary, the initial
7 warning shall be followed by a second notice. A cumulative fine will be levied after the alleged
8 violator has been given the opportunity for a hearing before a Board approved committee of other
9 unit owners. The Property Management Company shall invoice The Member and be responsible
10 for the collection of fines in accordance with the Condominium Documents.

11 **8.1** The Members are responsible for any violations of family members, guests or
12 tenants that occupy the unit they own.

13 **8.2** The Initial warning will include a statement of the provisions of the Declaration,
14 Bylaws or Rules and Regulations which have been allegedly violated and a time period sufficient
15 to remedy the violation.

16 **8.3** The second notice will initiate a \$50.00 fine for each day that passes after the initial
17 warning period has expired and will include:

18 **8.3.1** A statement regarding the date, time and place of the hearing and
19 instructions on how to waive a hearing if desired.

20 **8.3.2** A statement of the provisions of the Declaration, Bylaws or Rules and
21 Regulations which have been allegedly violated.

22 **8.3.3** A short and plain statement of the matters asserted by the Association.

23 **8.3.4** The amount of the total proposed fine.

24 **8.4** The party against whom the fine is levied shall have a reasonable opportunity to
25 respond, present evidence and to provide written and oral argument on all issues involved and shall
26 have the opportunity at the hearing to review, challenge and respond to any material considered
27 by the Association.

28 **9. ELECTRONIC VOTING AND PARTICIPATION FOR ASSOCIATION**
29 **MEETINGS AND ELECTIONS POLICY**

30 WHEREAS, Section 718.128, Florida Statutes, provides that an association may conduct
31 elections and other owner votes through an Internet-based online voting system if an owner
32 consents, in writing, to online voting and if various requirements are met; and

33 WHEREAS, Section 718.128, Florida Statutes, applies to an association that provides for
34 and authorizes an online voting system pursuant to Section 718.128 by board resolution, which
35 must be adopted in accordance with the procedures in Section 718.128; and

1 WHEREAS, Section 718112(2)(d)6., Florida Statutes, provides that notice of meetings of
2 the board of administration; unit owner meetings, except unit owner meetings called to recall board
3 members; and committee meetings may be given by electronic transmission to unit owners who
4 consent to receive notice by electronic transmission; and

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

8 WHEREAS, the Board has determined it to be in the best interest of the Association to
9 adopt a form for Owners to consent to receiving notice by electronic transmission.

10 NOW, THEREFORE, it is resolved as follows:

11 **9.1** The Association may permit Unit Owners who desire to do so the ability to receive
12 electronic notice and/or utilize electronic voting in conformance with the above-referenced statute,
13 as amended from time to time, as well as any applicable administrative rules of the Florida
14 Department of Business and Professional Regulation, as may now exist, be hereafter adopted, or
15 as the same may be amended from time to time.

16 **9.2** The Board or its President may determine that utilizing electronic notice and/or
17 electronic voting is not in the best interest of the Association as to any particular meeting or
18 election. Accordingly, there shall be no obligation for the Association to utilize electronic notice
19 and/or electronic voting at any particular meeting or election.

20 **9.3** Notice to Unit Owners of the opportunity to vote through an online voting system
21 shall be provided as required by law.

22 **9.4** The Association hereby adopts the following forms which are incorporated into
23 these Rules by reference:

24 **9.4.1** Attached as **Exhibit “A”** is the “Consent to Electronic Voting and/or
25 Consent to Receive Electronic Notice of Meetings,” which a Unit Owner may sign and file with
26 the Association, or which may be affirmed by the Unit Owner, in order for a Unit Owner to be
27 entitled to vote by electronic means and/or to receive electronic notice of meetings; and

28 **9.4.2** Attached as **Exhibit “B”** is the “Revocation of Consent to Electronic
29 Voting and/or Revocation of Consent to Receive Electronic Notice of Meetings,” which a Unit
30 Owner may sign and file with the Association, or which may be affirmed by the Unit Owner, to
31 revoke their consent to electronic voting and/or their consent to receive electronic notice of
32 meetings.

33 Unless prohibited by law, an e-mail notification from a Unit Owner to the Association or
34 the Unit Owner’s completion of an online voting consent or revocation form may be used in lieu
35 of a signed consent or revocation form, in which case the terms of the attached consent and
36 revocation forms are incorporated by reference and shall be deemed affirmed by the Unit Owner
37 when consent is given or revoked. Any valid consent on file with the Association prior to the
38 adoption of this Resolution is valid and need not be replaced with a new form.

1 **9.5** In order to implement electronic voting, the Association may contract with an
2 outside vendor or other party that provides electronic voting services (referred to collectively
3 hereinafter as the “Provider”). The Board shall use reasonable judgment to ensure that such
4 Provider’s services comply with the requirements of law.

5 **9.6** The Association or its agent shall notify Unit Owners in meeting notice materials,
6 as provided by law, of the ability to vote electronically, including, but not limited to, the Provider’s
7 e-mail address or website in a manner the Association reasonably believes to be sufficient to enable
8 Unit Owners to participate in electronic voting.

9 **9.7** Unit Owners who consent to vote by electronic means may still vote in person, if
10 they choose, by paper means (use of proxies and ballots), or may send proxies to the Association
11 by facsimile transmission or electronic mail, to the extent the Association otherwise receives and
12 accepts proxies through such media. In the event of multiple votes cast by a Unit as to the same
13 matter, the vote cast first in the election of Directors shall prevail, while the last vote cast will
14 prevail with respect to non-election issues. If it cannot reasonably be determined which vote was
15 cast first in the election of Directors, or last in the case of a non-election issue, the electronic vote
16 shall be counted. In the absence of the Board announcing a different cutoff time/date for electronic
17 voting, all electronic votes shall be cast no later than the start time of said meeting, at which time
18 the ability to vote electronically shall be deemed closed for that meeting or election. In any instance
19 wherein a meeting is lawfully adjourned and continued to a new time and date, for such matters to
20 be voted upon but the question has not yet been called, the electronic voting shall be reopened
21 following the adjournment to allow the Unit Owner to cast an electronic vote until the start time
22 of the reconvening of the meeting, at which time the ability to vote electronically shall be deemed
23 closed for that continued meeting.

24 **9.8** By signing or affirming the consent form attached as Exhibit “A” hereto and
25 otherwise choosing to vote electronically as enabled by these Rules, each Unit Owner recognizes
26 that the Association cannot control the practices of third parties regarding internet communications
27 and use of the Owner’s e-mail address. As such, and as a condition of the Association’s agreement
28 to permit electronic voting, each Unit Owner who consents to electronic voting releases and waives
29 any claim against the Association pertaining to such voting, including, but not limited to, the
30 transmission or placement of “viruses,” “malware,” “spyware,” “cookies,” and the like. Each Unit
31 Owner who consents to electronic voting also consents to the Association’s publication of their
32 e-mail address, as well as other information (including necessary personal identifying information)
33 to Providers or other third parties to the extent and as may be reasonably necessary to enable the
34 use of electronic voting processes. Such information shall not be considered an official record and
35 shall not be available for Unit Owner inspection unless required by law.

36 **9.9** By signing or affirming the consent form attached as Exhibit “A” hereto, each Unit
37 Owner further recognizes that internet/electronic communications may be subject to failure,
38 interruptions, or other problems due to a variety of reasons, including, but not limited to, Unit
39 Owner operator error, Provider system or server failures, “spam” blockers, power outages, and the
40 like. As such, and as a condition of the Association’s agreement to permit electronic voting, each
41 Unit Owner who consents to electronic voting releases and waives any claim or challenge to such
42 voting, including, but not limited to, situations where a Unit Owner vote was not received or
43 counted by the Association due to no fault of the Board or management.

1 than **ten (10) days** prior to the meeting or election in which the Unit Owner wishes to vote by
2 electronic means. If I/we do not provide timely written notice of this change of e-mail address to
3 the Association as provided herein, I/we further understand and agree that I/we may not be able to
4 vote electronically until the next membership meeting and/or election.

5 2. **ELECTRONIC NOTICE.** I/we consent to receiving notice by electronic transmission for
6 meetings of the Board, Committees, and Annual and Special Meetings of the Members of **Wiggins**
7 **Lakes & Preserve Association, Inc.** I/We designate the following e-mail address for electronic
8 notice purposes:

9 (You may write "same as above" or provide a different e-mail address for electronic notice
10 purposes) _____.

11 The undersigned understands that mailed/paper notice may not be provided to the Unit Owners
12 unless the Unit Owners have rescinded their consent to receive electronic notice of meetings. **The**
13 **undersigned also understands that if I/we have consented to receive electronic notice and**
14 **have consented to vote electronically, we may not be provided with the election ballot and**
15 **envelopes for voting in the election of Directors, as the Association will expect that my/our**
16 **votes will be cast electronically.**

17 **Please be aware that if you consent to receive electronic notice of meetings, your e-mail**
18 **address designated for that purpose will be an official record of the Association.**

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

20 By: _____ By: _____

21 Print Name: _____ Print Name: _____

22 Date: _____ Date: _____

23

24

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30 **Exhibit "A" to Policy and Procedure #9**

31 **Page 2 of 2**

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