

NOTICE OF SPECIAL BOARD OF DIRECTORS' MEETING

WIGGINS LAKES & PRESERVE ASSOCIATION, INC.

TO ALL MEMBERS:

On Wednesday, September 9, 2026, at 1:00 P.M. at Wiggins Lakes and Preserve Clubhouse, 789 Wiggins Lake Drive, Naples, FL 34110, a meeting of the Board of Directors of Wiggins Lakes & Preserve Association, Inc. will be held for the purpose(s) set forth below, including the levy of a special assessment, adoption of Rules and Regulations (including Rules governing Unit use) and Policies and Procedures, and such other business as may lawfully be conducted. **You may also observe the meeting remotely at the following:**

<https://resortmgt.zoom.us/j/83421664022?pwd=Bcg8thtJX0EHmuaymPvFmpnHn6obbo.1>

Meeting ID: 834 2166 4022 Passcode: 052760

Dial in: 305-224-1968

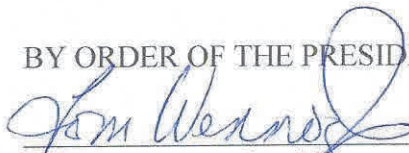
The agenda for the meeting will be as follows:

- 1) Certifying Quorum - Call to Order
- 2) Proof of Notice of Meeting
- 3) Approval of Prior Meeting Minutes – 05/13/2026
- 4) Old Business
 - (a) Summer Projects Progress
 - (b) Community Security Updates
- 5) New Business
 - (a) Adopt Proposed Amended and Restated Rules and Regulations, which includes rules regarding Unit and Common Element use restrictions
 - (b) Adopt Association Policies and Procedures including: 1. Posting of Notice, 2. Remote Participation at Meetings, 3. Unit Owner Inquiries, 4. Transfer Questionnaires, 5. Notification Form for Sale or Transfer of Title, 6. Uniform Application for Lease, 7. Guest Registration Form for Unaccompanied Guests, 8. Uniform Assessment Collection Policy, 9. Fining/Suspension Procedure, 10. Electronic Voting and Participation for Association Meetings and Elections, and 11. Policies for Reasonable Accommodation for a Service/Support Animal
 - (c) Adopt a special assessment of approximately \$106,000.00 (\$500.00 per Unit) for replacement of landscaping at residential buildings required due to severe weather/Acts of God.
 - (d) Establish due date(s) of special assessment
- 6) Open Forum on Agenda Items Only
- 7) Adjournment

All members are invited to attend.

DATED: 8/21, 2026.

BY ORDER OF THE PRESIDENT


Tom Wennogle, President

This notice has been mailed or delivered to all Unit Owners at least fourteen (14) days in advance of the meeting referred to above and has been posted for fourteen (14) continuous days in advance of such meeting in a conspicuous location on the Condominium Property. The notice was also posted on the Association's website.

**AMENDED AND RESTATED
RULES AND REGULATIONS
OF
WIGGINS LAKES & PRESERVE ASSOCIATION, INC.**

**SUBSTANTIAL REWORDING OF RULES AND REGULATIONS –
SEE CURRENT RULES AND REGULATIONS FOR PRESENT TEXT**

Within the Wiggins Lakes & Preserve Community there are two (2) distinctive building structures built at different times. Most of the Rules and Regulations apply to both types of condo structures. However, there are a couple of specialized considerations due to building type differences.

Lakes Condo Buildings – The Lakes Condo Buildings are 12-plex, with six (6) Units on ground level and six (6) Units on the second floor, having covered carports. Some ‘Lakes’ buildings back onto the preserve, while some back onto lakes. In this document, Units in these Buildings will be referred to as Lakes Condos.

Preserve Condo Buildings – The Preserve Condo Buildings are 4-plex, with two (2) Units on the ground level, and two (2) Units on the second floor, having attached garages. For clarity throughout this document, Units in these Buildings will be referred to as Coach Homes.

1. ALL UNITS - EXTERIOR

1.1 General – No change to the exterior appearance of any individual Unit is permitted without specific written approval of the Board. This includes recommended items such as hurricane shutters, impact resistant windows and lanai enclosures. All hurricane shutters shall be white. Windows and mullions must be white, and substantially similar to other windows currently in the Wiggins Lakes & Preserve Community.

1.2 Standards - Random Member variations such as exterior lights, paint colors, garden plantings, are not permitted. All window coverings or drapes which are visible from the exterior of the premises shall be of neutral solid color (white or beige) or shall be covered on the exterior with a neutral solid colored lining (white or beige).

1.3 Additions – With specific exceptions noted below, nothing may be hung, mounted, displayed, or placed on your Unit exterior walls, roof, railings, doors, windows, or lanai without prior written consent from the Board. Examples include satellite dishes, wall décor and windowsill flowerpots.

1.4 Noise/Nuisances - Noise from audio equipment, televisions or group activity must be kept to low volume between the hours of 10:00 P.M. and 8:00 A.M. All unnecessary noise between these hours should be avoided. No nuisances shall be allowed on the Condominium Property nor any use or practice which is the source of annoyance to Residents, or which interferes with the peaceful possession and proper residential use of the Condominium by its Residents.

1.5 BBQ's/Propane Tanks - Gas fired grills, charcoal grills, hibachis, and all similar cooking devices are prohibited by Collier County fire regulations for use on lanais, balconies, under carports, on building stairs and sidewalks. Propane tanks cannot be more than one (1) pound

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in size, and you may only have two (2) of them in your garage or carport storage units. Grills used in driveways must be ten (10) feet away from all overhangs. Grills and propane tanks must be stored in a garage or carport storage units. You cannot store them on the lanai or outdoor areas.

1.6 Door Wreath - A decorative seasonal wreath or seasonal door décor on front doors is permitted, as long as it does not impede access.

1.7 Seasonal Décor – Christmas seasonal decorations may be displayed on the exterior of your Unit or on the lawn, as long as they do not block access, create a safety hazard or interfere with landscaping maintenance.

1.8 Housekeeping - No rubbish shall be allowed to accumulate, or any fire hazard allowed to exist. No objects such as towels, bathing suits or rugs are permitted to be hung over outdoor railings. Rugs may not be shaken outside. Shoes and clothing may not be left outdoors. No outdoor clothes drying area may be set up. Outdoor garden hoses must be coiled beside the faucet after each use.

1.9 Flags – A flagpole for display of the official American flag is permitted. Flagpole locations must be approved by the board. Flagpoles may not be used to mount an antenna.

1.10 Front Doors/Storm Doors – Unit Owners are responsible to paint their Unit front door, including exterior trim around the door, with white paint. Satin finish is recommended. Front storm doors are allowed but must be painted white.

1.11 Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any Person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Condominium Property subject to compliance with the following requirements:

1.11.1 Permitted Antennas. Permitted antennas include (collectively hereinafter referred to as “antennas”):

- Direct broadcast satellite dishes (DBS) that are less than one (1) meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one (1) meter in diameter or diagonal measurement.

1.11.2 Location of Antennas. Antennas are only permitted to be installed in exclusive use areas, such as lanais. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other Residents of the Community if this placement would still permit reception of an acceptable quality signal. Antennae may not extend beyond the plane of the imaginary line running from the edge of the lanai ceiling to the lanai floor, bounded on the sides by the vertical lanai walls.

Holes (whether through drilling, nails or screws, or otherwise) are not permitted in structural portions of the building (including, but not limited to, concrete, masonry, block, stucco, fascia, soffits, windows, window frames, doors, door frames, and the like) without prior written

approval of the Board. It is the intent of this requirement to ensure that the structural integrity of the Building (including, but not limited to, its waterproofness) is not compromised by the installation of antennas.

1.11.3 Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted, so long as the paint will not interfere with an acceptable quality signal.

1.11.4 Safety Requirements. To safeguard the safety of the Unit Owners, Occupants of the residence in which the antenna is located, neighboring Unit Owners, and other Owners and Members in the Condominium, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including, but not limited to, obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the Building, such as compromise of its waterproof integrity. Unit Owners shall indemnify the Association for any loss or damage (including attorneys' fees) occasioned by non-compliance with these obligations. A Unit Owner shall indemnify and hold harmless the Association, and all other Unit Owners, for any damage that an antenna causes to the Condominium Property or to Persons or other property.

2. ALL UNITS – INTERIOR

2.1 General – The Members are responsible for maintenance, replacement and repair of all interior walls, ceilings, floors, windows, doors, screening, storm shutters, acrylic doors enclosures and exterior doors for their Unit.

2.2 Flooring and Noise Transmission - Installation of hard surface flooring must have written approval by the Board. Hardwood and laminate flooring installed in 2nd floor Units must utilize approved sound mitigation underlayment. At a minimum the underlayment must provide at least a STC of 72 and IIC of 68. Should noise transmission create a disturbance or nuisance after installation, the responsibility remains that of the Member (not the Association) to abate noise transmission.

2.3 Lanai- The Members are responsible for the finished interior surfaces, including the floor, ceiling, walls and screen enclosure. The Members must obtain written approval from the Board to make any material change to the appearance of any lanai surface.

2.4 Mechanicals – The Members are responsible for all equipment, pipes, wiring, ducts, fixtures and connections required to provide any utilities to and within the Unit that are for the exclusive use of that Unit.

2.5 Plumbing - Water heaters must be replaced every ten (10) years, or sooner if there have been leaks or other signs of potential water discharge problems. Water supply lines to fixtures

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and appliances must be braided-steel type. Main shut off valves must be ball valves. The Members are responsible to replace non-complying plumbing components, as they are prone to leakage.

2.6 Keys/Unit Access - Owners must deposit a key or passcode to their Unit with Management for emergency access.

2.7 Smoke Detectors – Every Unit is equipped with a hard-wired smoke detector. Not all detectors have a backup battery, but if a smoke detector does contain a long-life backup replaceable battery, it must be replaced every ten (10) years. The Members are responsible to ensure battery replacement where required.

2.8 Occupancy – Each Unit shall be occupied as a residence only, and for no other purpose. Only two (2) Persons per bedroom are permitted, plus two (2). No more than two (2) Persons per bedroom plus four (4) (including Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit. Specifically, in a two-bedroom unit that is six (6) people total. In a three-bedroom unit that is nine (9) people total.

2.8.1 Guest Registration Form – Members must complete a Guest Registration Form when there are Guests staying overnight in the Unit when the Owner is not in residence. The Guest Registration Form is found on the WLP website and can be completed and submitted online. Also see Policies and Procedures.

2.9 Unit Owner Responsibilities Regarding the Prevention of Fungal Contaminants (Mold and Mildew). Unit Owners must take all appropriate steps to reduce and/or eliminate the occurrence or continued existence of mold and/or mildew (collectively “mold”) growth in and around the Unit and appurtenant Common Elements and thereby minimize the possibility of adverse effects that may be caused by funguses, including mold. The Unit Owners’ responsibilities include, but are not limited to, the following:

2.9.1 The air conditioning system, and humidity control system if applicable, must be kept in good and working order. Whether occupied or not, the air conditioning system, and humidity control system if applicable, must be appropriately operated, when reasonably necessary, to adequately control the temperature, humidity, and indoor air quality in the Unit.

2.9.2 The main valve on the water line serving the Unit must be turned to the OFF position if the Unit is to be unoccupied for more than five (5) days.

2.9.3 All incidents of mold and water intrusion, including, but not limited to, water spots on drywall, plumbing leaks, leaks around windows and doors, leaks from appliances, and any other leaks, or evidence of water intrusion must be immediately reported to the Association.

2.9.4 All regular and routine maintenance required to prevent water intrusion, and which is the obligation of the Unit Owner, must be timely and adequately performed. Such maintenance includes, but is not limited to the regular inspection, cleaning and services of all appliances servicing the Unit, including the air conditioning system, humidity control system if applicable, refrigerators, and freezers; the regular maintenance and replacement of interior caulking and/or weather stripping around windows, doors, and plumbing fixtures.

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3. UNIT TYPE RULES

3.1 Coach Homes - Exterior

3.1.1 Parking – Driveways and garages of Coach Homes are for the sole use of the Member/Tenant. Adjacent parking areas, close to the Coach Homes may be used for second cars or Guests of Owners.

3.1.2 Garage – The Members are responsible for painting their garage doors, including the side entrance door. White satin finish paint must be used.

3.1.3 Garage Air Vents - A community-standard garage door and vent must be used when replacing.

3.1.4 Planters – The Members in Coach Homes may place a potted plant between garage doors, upon agreement of the Members sharing the driveway. Plants must be under 4 feet in height, not have a trellis and must not obstruct the use of either garage.

3.1.5 Item Storage – Personal items such as bicycles, e-bikes, outdoor furniture, beach chairs, water toys, grills, etc. must be stored in the unit or in the garage. Nothing can be left outside.

3.2 Lakes Condos – Exterior

3.2.1 Parking – Lakes Condos have one (1) assigned carport plus one (1) uncovered parking space. The uncovered spaces are to be used for second cars or Guests.

3.2.2 Carports – No items other than a motor vehicle may be stored. That includes bicycles; they must be kept in the shed or in the unit.

3.2.3 Owners Storage Compartment – Items such as bicycles, e-bikes, outdoor chairs and water toys, grills, etc. may be stored in the assigned storage compartment. Nothing can be left outside.

4. OBSTRUCTIONS / SAFETY

4.1 Coach Homes - Sidewalk and ramp entrances to Coach Homes are to be used only for private entrance and exit. Bicycling, skateboarding, riding scooters, etc. are not permitted.

4.1.1 Decorative live potted plants are allowed on a landing, or by the door; no artificial plants permitted. Plants must not block door or walkway access to ensure that first responders have unhindered access in an emergency. Plants may not be in plastic pots, and no trellis. Plants must be well maintained. This is only allowed when owners are in residence. No chairs or furniture may be left outside the units when not in use.

4.1.2 First floor units may have live, not artificial, potted plants outside the lanai. They cannot extend past your unit. This is only allowed when owners are in residence. Plants cannot be in plastic pots and no trellis.

4.2 Lakes Condos - The sidewalk and ramp entrances must be kept clear of chairs, tables, potted plants, shoes, golf clubs, water toys etc. to ensure free and easy access for all Residents.

4.2.1 For those Lakes units with a shared walkway/catwalk entrance, nothing can be left out on that shared walkway, stairway, or window ledges. That includes, but is not limited to furniture, potted plants, or items of any kind.

4.2.2 For those Lakes units with individual entrances, decorative live, not artificial, potted plants are allowed by the door. Plants must not block door or walkway access to ensure that first responders have unhindered access in an emergency. Plants may not be in plastic pots and no trellis. Plants must be well maintained. This is only allowed when owners are in residence. No chairs or furniture may be left outside the units when not in use.

4.2.3 All first floor Lakes units may have live, not artificial, potted plants outside the lanai. They cannot extend past your unit. This is only allowed when owners are in residence. Plants cannot be in plastic pots and no trellis.

5. FACILITIES, AMENITIES AND COMMON AREAS - The facilities of the Condominium are for the exclusive use of the Members, their Guests and Tenants accompanied by a Member. Any damage to the Buildings, recreation facilities or other common areas or equipment caused by any Resident, Tenant, Guests or Invitees shall be repaired at the expense of the Member responsible for such Resident or Guest. No immoral, improper, offensive, or unlawful use shall be made of the Condominium Property or any part thereof.

5.1 Destruction of Property – The Members shall not mark, mar, damage, destroy, deface, or engrave any part of the Common Elements.

5.2 Alterations to Facilities – The Members shall not make, allow or cause to be made, any structural addition or alteration of any Unit or the Common Elements without the prior written consent of the Board.

5.3 Facilities Insurance – No Unit Owner shall permit any use of any Unit or of the Common Elements which will increase the rate of insurance upon the Condominium Property.

5.4 Clubhouse - The Clubhouse is used for meetings, community sponsored activities and private events. This is a non-smoking facility. No swimsuits or wet feet are allowed in the clubhouse. When each activity is finished, the responsible person should ensure cleanup, rearrange the furniture as found, reset the air conditioners to the arrows on the controls, turn off the lights and fans, and remove all garbage and recyclables. Lock the doors and return the keys.

5.5 Library - A library is located inside the clubhouse near the restrooms. Access is on the poolside of the building. The library is managed by a volunteer and relies on used book contributions.

5.6 Mail – Each Unit has an assigned, locked mailbox in a freestanding cluster near your Unit. If the mailbox key is lost, the owner will need to replace the lock cylinder. That is the Owner's responsibility, not the Association.

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5.7 Pools – There are two (2) pools in the Wiggins Lakes & Preserve Community, one (1) located behind the clubhouse (West pool) and a second behind the tennis court (East pool). Each pool is accessed through a locked gate. The pools are reserved for the exclusive, non-private use of the Owners, Tenants, and their Guests. The Members are provided two (2) non-copy able keys. The Members are responsible for their keys, whether in their own possession or in the hands of a Tenant or Guest. If a key is lost, contact the Property Management Company for a replacement key, which will cost \$25.00.

5.8 Pool Rules:

5.8.1 No jumping or diving.

5.8.2 Place towels on pool furniture before using.

5.8.3 Umbrellas must be lowered after use, and furniture returned where found.

5.8.4 Shower before entering pool; do not use soap or shampoo.

5.8.5 No food or drinks permitted in pool. Drinking water or nonalcoholic beverages are allowed in original plastic containers or in sealed containers such as a Yeti or Stanley or in Styrofoam or plastic personal drink cups with secure lids. No coolers are permitted.

5.8.6 No glass permitted in pool or on pool deck.

5.8.7 No smoking inside fenced area.

5.8.8 No pets inside fenced area.

5.8.9 Pool hours dawn to dusk.

5.8.10 Pool capacity twenty (20) persons.

5.8.11 The pool will close during any severe or dangerous weather conditions.

5.8.12 Headphones or ear buds must be used when listening to music.

5.8.13 Games involving running, jumping, shouting, ball throwing, and other raucous behavior are prohibited in the pool enclosure.

5.8.14 Rubber floats, rafts, aquatic toys, and other such objects are not permitted. Small personal floatation devices such as a noodle are permitted.

5.8.15 All pools are kid friendly; all Guests should be respected. If there is an issue, report it to Management.

5.9 Parking:

5.9.1 On-street parking is not permitted.

5.9.2 Motor homes, trailers, sprinter vans, watercraft, and commercial vehicles are not permitted to park overnight anywhere in the community, unless inside a private garage.

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5.9.3 Parking on the grass is prohibited at all times.

5.9.4 Parking at the clubhouse overnight is prohibited except in an emergency, and then not to exceed two (2) nights. Any exceptions must be approved by the property manager in advance. Notify Management of the emergency and dates involved as soon as possible.

5.9.5 Bicycles – Bicycles left in public space must be parked in one (1) of the two (2) bicycle racks provided by the Association. The racks are located at the clubhouse and at the east pool. Bicycles cannot be left in the bike racks overnight.

5.10 Tennis/Pickleball Courts: There is one tennis court which is also lined for two pickleball courts for Wiggins Residents use only.

5.10.1 Pickleball - Every day between 9:00-10:30 A.M., there is organized doubles pickleball for intermediate level players. Inquire at the courts about participation. The nets are locked up after use. Inquire at the courts or with the property manager about the lock codes and setup rules.

5.10.2 Tennis - is available on a “first come, first served” basis. The net is permanently set up. When using the court and others show up, players should inform those waiting when play will be finished. Common tennis courtesy is to relinquish a court after no more than one (1) hour of play.

5.10.3 Other Court Uses - including skateboarding, bicycle riding, soccer, and pet exercising are prohibited.

5.11 Roads - Speed Limits – The development speed limit is fifteen (15) miles per hour. There are several stop signs that must be obeyed.

5.12 Signage:

5.12.1 General – No signs, temporary or permanent, of any type can be erected, displayed, or installed on any part of the property or structures unless approved by the Board.

5.12.2 Real Estate – “For Rent” and/or “For Sale” signs are prohibited; with one (1) exception. A single generic OPEN HOUSE sign may be placed at the Wiggins Lakes & Preserve Community entrance and at each involved Building.

6. PETS

6.1 Limitations - The Members may have a maximum of one (1) pet, either dog or cat, weighing not more than twenty-five (25) pounds. Prior written approval of the Board is required. No other type of animal or mammal is permitted. No Tenant or Guest may bring or lodge a pet or animal of any kind in a Unit. Also see Declaration of Condominium.

6.2 Registration - All pets must be registered with Management, along with an accompanying picture.

6.3 Pet Control - For the safety and comfort of Residents, pets must be kept on a leash at all times when outdoors. The Members are responsible to clean up after their pet and properly dispose of pet waste.

7. LANDSCAPING AND GROUNDS

7.1 No trimming and planting – The Members shall not trim or remove any tree or shrub. Planting anything on the grounds or the preserve is not permitted. If there is an issue with the landscaping around your Unit, contact the property manager; do not bring the issue to the landscaping crew.

7.2 Wildlife – Animals such as birds, ducks, turtles, and alligators should be admired from a distance, please do not feed them. Upon sighting of dangerous or injured animals (i.e., panther, alligator, injured turtle, etc.), please contact Management.

7.3 Fishing/Swimming in Lakes –Fishing is not permitted in any of the lakes. Swimming is not permitted in any of the lakes.

8. WASTE MANAGEMENT

8.1 Coach Homes – have curb side pickup. Do not use the dumpsters in the two (2) garbage compounds. They are exclusively for the use by the Members of the Lakes Condos.

8.1.1 Household garbage is collected on Tuesday & Friday mornings. Recyclables are collected on Friday mornings. Place bins at the curb prior to 7:00 A.M., but not before 6:00 P.M. the prior day. Return emptied containers to the garage on the same day they are emptied. Residents should make arrangements with the home watch or neighbor to do so if the resident will be away.

8.1.2 Bulky items (furniture, appliances, etc.) can be left at the curb. A separate truck will pick them up. Coach Homes do not need to call for this service. It is provided every Friday. Lakes Condos must call Waste Management to receive this service.

8.1.3 Containers are supplied to each owner by Waste Management. They should be found in your garage. For repair and/or replacement of green garbage or recycle bins, call 239-252-2380.

8.2 Lakes Condos – do not have curb side pickup.

8.2.1 Household garbage should be bagged and dropped into the large dumpsters in one (1) of the two (2) designated garbage compounds.

8.2.2 For large item pickup, call Waste Management at 239-252-2380. Do not put large items in the dumpsters, nor in the garbage compounds.

8.2.3 Recyclable materials should be put in the designated yellow/green recyclables bins. All recyclables must be dropped into bins loosely, not tied or in plastic bags. All cardboard and boxes must be broken down in the recycle bins. Plastic bags are not recyclable.

8.2.4 There are two (2) garage compounds. If recycle bins or the dumpster is full in one (1) compound, you may access to the other compound for disposal.

9. REAL ESTATE SALES/RENTALS/LEASING

9.1 Real Estate Sales - No sale of a Unit will be valid without the written prior approval of the Board. Notice of intent to sell must be given to the Board at least thirty (30) days prior to a sale agreement being signed.

9.2 Leasing – No Unit can be rented or leased for a period less than thirty (30) consecutive days, or one (1) calendar month, whichever is shorter. A maximum of three (3) rental/lease arrangements is allowed in any calendar year. No subleases are allowed.

9.3 Lease Notice Period - The Member or leasing agent is required to give notice of intent to lease to Management, at least thirty (30) days prior to the date of the proposed lease. The Board must approve all rental/lease arrangements. A \$75.00 application fee is charged by Management for each rental/lease occasion.

9.4 Unoccupied Unit - A Unit that is not occupied for more than five (5) consecutive days is considered an unoccupied Unit.

9.4.1 Temporary Absence- The Members leaving their Unit unoccupied for more than five (5) days must shut off the main water value to their Unit to prevent unexpected leaks.

9.4.2 Remove all front door mats, potted plants, and other objects.

9.4.3 All lanai furnishings should be stored inside your Unit.

10. ELECTRIC CAR CHARGING STATIONS

10.1 Installation, Maintenance and Use - Wiggins Lakes & Preserve complies with the Florida statute regarding electric vehicles, 718.113(8). Therefore, the installation, maintenance, and use of electric car charging stations by Unit Owners at Wiggins Lakes Property shall be subject to the following:

10.1.1 No electric car charging station or similar apparatus (“charging stations”), or any component thereof, may be placed, installed, constructed, or used by a Unit Owner, unless inside the owner’s garage if in a Coach Home, or adjacent to the Unit Owner’s assigned parking space if in a Lakes building, and after having received the prior written approval of the Board. An ARC form must be completed and submitted. Charging stations may not be installed in any other area of the Condominiums, except by the Association.

10.1.2 The Unit Owner installing charging stations must engage a licensed contractor for equipment installation and is responsible for associated legal fees as well as the cost of installation, maintenance, repair, removal, and replacement of the equipment.

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10.1.3 The Unit Owner and each successive Unit Owner shall, for as long as they are an Owner, be responsible for the cost of electricity associated with the charging station, installation, maintenance, removal, repair, and replacement of any sub-meters necessary to measure the electricity use associated with the car charging station, which shall be subject to written allocation agreement between the Unit Owner and the Association.

10.1.4 The Unit Owner will also be responsible for all costs for damage to any persons or property, real or personal, resulting from the installation, maintenance, repair, removal, operation, or replacement of the charging station.

10.1.5 The Unit Owner is responsible for any individual or additional insurance premium that may be required.

10.1.6 If a Unit Owner obtains the approval to install an electrical car charging station, the Unit Owner and all successors in title shall indemnify the Association, its Members, Officers, Directors, agents, representatives and employees, and save and hold them harmless, and defend them at Owner's sole expense, from any liability or claims, demands, damages, costs or judgments that the Association, its Members, Officers, Directors, agents, representatives, and employees may suffer arising out of or related to the installation, maintenance, operation, use, or removal of the charging station.

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. POSTING OF NOTICE POLICY

In accordance with the Act, the official location for posting notice of Association meetings is at all common element bulletin boards which include at both pools and both dumpster enclosures.

This does not preclude posting at other locations.

2. REMOTE PARTICIPATION AT MEETINGS POLICY

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

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

(a) Participate in the meeting.

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

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

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

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

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

NOW, THEREFORE, it is resolved as follows:

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

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

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

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

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

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

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

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

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

3. UNIT OWNER INQUIRIES POLICY

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

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

NOW, THEREFORE, the following Rules are adopted:

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

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

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

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

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

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

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

4. POLICY ON TRANSFER QUESTIONNAIRES

WHEREAS, Section 718.111(12)(e), Florida Statutes (2026) provides:

1. The association or its authorized agent is not required to provide a prospective purchaser or lienholder with information about the condominium or the association other than information or documents required by this chapter to be made available or disclosed. The association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, or the current unit owner for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed

\$150 plus the reasonable cost of photocopying and any attorney's fees incurred by the association in connection with the response.

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, it is hereby resolved as follows:

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

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

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

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

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

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

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

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

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

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

5. NOTIFICATION FORM FOR SALE OR TRANSFER OF TITLE

WHEREAS, Article 17 of the Combined Amended and Restated Declaration of Condominium provides that no Unit Owner may dispose of a Unit or any interest in same by sale or other title transfer, without prior written notice to the Association; 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 notice form to protect the Association and the Unit Owners when a Unit is transferred.

NOW, THEREFORE, the following Rules are adopted.

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

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

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

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: Rhonda LaBounty, Administrative Coordinator, 9250 Corkscrew Rd. #9, Estero, FL 33928. E-mail (Rlabounty@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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____ rent our Unit seasonally
____ other (specify) _____

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

CAR NO. 1: _____ LICENSE NUMBER: _____

CAR NO. 2: _____ LICENSE NUMBER: _____

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

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

WEIGHT, BREED, AGE OF PET NO. 2 _____

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

MAILING ADDRESS: _____

PHONE: _____

E-MAIL: _____

9. Name of Title Company: _____

10. Closing Date: _____

Signature of Purchaser/Acquirer 1

Print Name: _____

Date: _____

Signature of Purchaser/Acquirer 2

Print Name: _____

Date: _____

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

Signature of Unit Owner 1

Print Name: _____

Date: _____

Signature of Unit Owner 2

Print Name: _____

Date: _____

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.

APPLICATION FOR LEASE

WIGGINS LAKES & PRESERVE ASSOCIATION, INC.

Please submit this completed application to the attention of the Board of Directors at Wiggins Lakes & Preserve Association, Inc., c/o Resort Management, Attn: Rhonda LaBounty, Administrative Coordinator, 9250 Corkscrew Rd. #9, Estero, FL 33928. E-mail (Rlabounty@resortgroupinc.com) is acceptable.

Date: _____, 20__

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

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

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

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 TENANTS AS SEPARATE APPLICANTS (USE SEPARATE SHEET OF PAPER IF NECESSARY):
FULL NAME OF APPLICANT 1 _____
FULL NAME OF APPLICANT 2 _____
3. IF THERE ARE MORE THAN TWO (2) APPLICANTS (OR IF CO-APPLICANTS ARE OTHER THAN SPOUSES) PLEASE EXPLAIN HERE AND FURTHER PROVIDE ADDITIONAL INFORMATION AS APPROPRIATE SO THAT ALL APPLICANTS SUBMIT INFORMATION (USE SEPARATE SHEET OF PAPER IF NECESSARY):

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

Exhibit “A” to Policy and Procedure #6
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5. PRESENT RESIDENCE ADDRESS OF APPLICANT(S) _____
CITY _____ STATE ____ ZIP _____ PHONE _____
E-MAIL _____ HOW LONG? _____
6. PLEASE STATE THE NAME AND RELATIONSHIP OF ALL PERSONS WHO WILL BE PERMANENTLY OCCUPYING THE UNIT (LIVING WITH APPLICANT(S) OR RESIDING IN UNIT FOR 30 DAYS OR MORE PER YEAR) OTHER THAN THE APPLICANT(S) HEREIN:
- NAME: _____ RELATIONSHIP: _____
- NAME: _____ RELATIONSHIP: _____
- OTHER _____
7. PERSON TO NOTIFY IN AN EMERGENCY: NAME _____
RELATIONSHIP _____ PHONE _____ E-MAIL _____
8. MANUFACTURER, MODEL & YEAR OF AUTOMOBILE(S) TO BE KEPT OR USED AT THE ASSOCIATION:
- CAR NO. 1: _____ LICENSE NUMBER: _____
- CAR NO. 2: _____ LICENSE NUMBER: _____
9. NO TENANT OR GUEST MAY BRING OR LODGE A PET OR ANIMAL OF ANY KIND IN A UNIT. SEE ARTICLE 14.5 OF THE COMBINED AMENDED AND RESTATED DECLARATION OF CONDOMINIUM.
10. ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:
- MAILING ADDRESS: _____
PHONE: _____ E-MAIL (IF E-MAIL IS ACCEPTABLE MANNER OF COMMUNICATION): _____
11. IF APPLICATION FOR LEASE IS ACCEPTED, ADDRESS FOR DELIVERY OF ASSOCIATION MATERIALS (IF DIFFERENT FROM UNIT ADDRESS):
- MAILING ADDRESS: _____
E-MAIL: _____

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

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

Signature of Applicant 1

Signature of Applicant 2

Print Name: _____

Print Name: _____

Date: _____

Date: _____

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

Signature of Unit Owner 1

Signature of Unit Owner 2

Print Name: _____

Print Name: _____

Date: _____

Date: _____

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

Lease Approval Fee Received _____, 20__

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

Signature of Association Representative

Print Name: _____

Exhibit "A" to Policy and Procedure #6
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7. GUEST REGISTRATION FORM FOR UNACCOMPANIED GUESTS

WHEREAS, Article 15.4 of the Combined Amended and Restated Declaration of Condominium provides that Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the conditions; 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 notice form to protect the Association and the Unit Owners when overnight Guests occupy a Unit in the absence of the Unit Owner.

NOW, THEREFORE, the following Rules are adopted.

7.1 The Association must be given ten (10) days prior notice of such occupancy by Guests, as provided by Article 15.4 of the Combined Amended and Restated Declaration of Condominium.

7.2 Members must complete a Guest Registration Form, which is attached hereto as **Exhibit "A."**

7.3 Failure to utilize the attached Guest Registration Form will be deemed a violation of the Condominium Documents and may be addressed in the manners provided by law and the Condominium Documents.

GUEST REGISTRATION FORM FOR UNACCOMPANIED GUESTS

This form must be completed for any guest(s) staying in the Unit when the Owner is not present. Please submit at least ten (10) days prior to arrival. NOTE: Guests may NOT bring pets.

Unit Information

Owner Name: _____

Unit Address: _____

Owner Cell Phone: _____

Owner E-mail Address: _____

Guest Information - Please identify one adult as the Primary Guest.

Primary Guest Name: _____

Primary Guest Cell Phone: _____

Relationship to Owner: _____

Guest Vehicle (Make / Model / License Plate # / State):

Total Number of Guests Staying in Unit: _____

Dates of Stay

Arrival Date (MM/DD/YYYY): _____

Departure Date (MM/DD/YYYY): _____

Community Rules Acknowledgement

- ☐ I have provided my Guest(s) with the WLP Rules and Regulations.
- ☐ I am responsible for the actions of my Guest(s) while on WLP property.
- ☐ NO pets are allowed for Guests.
- ☐ Parking rules apply: NO RVs, boats, trailers, signage vehicles, or street parking.
- ☐ Grill usage must comply with community rules.
- ☐ Trash disposal must comply with community rules.
- ☐ NO alcoholic beverages or coolers allowed at pools. Pools are open dawn to dusk.

Exhibit "A" to Policy and Procedure #7

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Confirmation and Agreement

☐ We Agree

Owner Signature

Printed Name

Date

E-mail Address for Confirmation Copy

Thank you for completing this form. The Board will review your submission and notify you once review is complete.

Exhibit “A” to Policy and Procedure #7
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8. UNIFORM ASSESSMENT COLLECTION POLICY

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

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

8.1 Article 10 of the Combined Amended and Restated Declaration of Condominium states in pertinent part:

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

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

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

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

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

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

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receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

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

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

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

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

10.9 Other Remedies. The Board has the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary

obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; denial of lease approval requests; and acceleration.

8.2 The following provisions of the Act address rights and remedies of the Association in connection with delinquent Assessments as follows:

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

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

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

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

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

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

8.2.7 Section 718.121(6) of the Act provides that no lien may be filed by the Association until forty-five (45) days after the date on which a notice of intent to file a lien has been delivered to the Owner by registered or certified mail, return receipt requested, and by first-

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

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

8.2.9 Section 718.303(5) of the Act provides that at least 90 days before an election, an Association must notify a Unit Owner or Member that his or her voting rights may be suspended due to a nonpayment of a fee or other monetary obligation.

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

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

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

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

8.7 The Association shall not require payment of attorneys' fees related to a past due assessment without first delivering a written notice of late assessment to the Unit Owner which specifies the amount owed the Association and provides the Unit Owner an opportunity to pay the amount owed without the assessment of attorney fees. The notice of late assessment ("Late Notice") must be sent by first-class United States mail to the Unit Owner at his or her last address as reflected in the Association's records and, if such address is not the Unit address, must also be sent by first-class United States mail to the Unit address. Notice is deemed to have been delivered

upon mailing. A rebuttable presumption that the Association mailed a notice in accordance with this subsection is established if a Board Member, Officer, or agent of the Association, or a manager licensed under part VIII of chapter 468, provides a sworn affidavit attesting to such mailing. The notice shall be in substantially the following form:

NOTICE OF LATE ASSESSMENT

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

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

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

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

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

TOTAL OUTSTANDING \$.....

*Interest accrues at the rate of percent per annum.

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

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

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8.10 The Association has the authority to approve lease applications pursuant to Article 16 of the Combined Amended and Restated Declaration of Condominium. If a Unit Owner is delinquent in the payment of Assessments at the time an application for rental or lease of a Unit is received, the President or Manager has the authority to deny the application, without need for prior approval of the Board. The Association may grant conditional approval for lease or rental of a Unit when the Unit is delinquent in the payment of Assessments contingent upon written agreement from the Unit Owner and the Tenant to pay all rent due from the Tenant to the Unit Owner to the Association, until all past-due Assessments (including late fees, interest, cost, and attorneys' fees) have been paid up, with an additional proviso that future rentals may be directed to the Association if the Unit again becomes delinquent in the payment of Assessments during the lease term. Further, the Association has the right to attach rental income as may be authorized by the Declaration, the Bylaws, or law.

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

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

8.13 The President of the Association or his or her appointee has the authority to implement these Rules, without need for specific approval of the Board, except that the suspension of use rights and the waivers provided for in Paragraph 7.12 shall be considered by the Board. Without limitation, the President's authority includes authorizing legal counsel to initiate, defend or otherwise address lawsuits or other legal proceedings or matters pertaining to the collection of Assessments and Charges.

It is the intent of these Rules that all remedies, actions and consequences set forth in the Act may be applied to the Association to the extent it is lawful to do so.

9. FINING/SUSPENSION PROCEDURES

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

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

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

9.3 The second notice will initiate the process that could result in a fine not to exceed the maximum statutory daily limit for each day that passes after the initial warning period has expired and will include:

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

9.3.2 A statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have been allegedly violated.

9.3.3 A short and plain statement of the matters asserted by the Association.

9.3.4 The amount of the total proposed fine.

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

10. ELECTRONIC VOTING AND PARTICIPATION FOR ASSOCIATION MEETINGS AND ELECTIONS POLICY

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

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

WHEREAS, Section 718.112(2)(d)6., Florida Statutes, provides that notice of meetings of the board of administration; unit owner meetings, except unit owner meetings called to recall board members; and committee meetings may be given by electronic transmission to unit owners who consent to receive notice by electronic transmission; and

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

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

NOW, THEREFORE, it is resolved as follows:

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

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

10.3 The Association hereby adopts the following forms which are incorporated into these Rules by reference:

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

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

A Unit Owner may consent electronically to electronic voting (but may not consent electronically to electronic notice). Therefore, for electronic voting, an e-mail notification from a Unit Owner to the Association or the Unit Owner’s completion of an online voting consent or revocation form may be used in lieu of a signed consent or revocation form, in which case the terms of the attached consent and revocation forms are incorporated by reference and shall be deemed affirmed by the Unit Owner when consent is given or revoked. Any valid consent on file with the Association prior to the adoption of these Rules is valid and need not be replaced with a new form.

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

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

10.6 As long as required by Section 718.128(4), Florida Statutes, as amended from time to time, the Board must honor a Unit Owner’s request to vote electronically at all subsequent elections, unless such unit owner opts out of online voting.

10.7 Unit Owners who consent to vote by electronic means may still vote in person, if they choose, by paper means (use of proxies and ballots), or may send proxies to the Association

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by facsimile transmission or electronic mail, to the extent the Association otherwise receives and accepts proxies through such media. In the event of multiple votes cast by a Unit as to the same matter, the vote cast first in the election of Directors shall prevail, while the last vote cast will prevail with respect to non-election issues. If it cannot reasonably be determined which vote was cast first in the election of Directors, or last in the case of a non-election issue, the electronic vote shall be counted. In the absence of the Board announcing a different cutoff time/date for electronic voting, all electronic votes shall be cast no later than the start time of said meeting, at which time the ability to vote electronically shall be deemed closed for that meeting or election. In any instance wherein a meeting is lawfully adjourned and continued to a new time and date, for such matters to be voted upon but the question has not yet been called, the electronic voting shall be reopened following the adjournment to allow the Unit Owner to cast an electronic vote until the start time of the reconvening of the meeting, at which time the ability to vote electronically shall be deemed closed for that continued meeting.

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

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

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

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

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

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

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

(PRINT NEATLY) _____.

In the absence of the Board of Directors announcing a different deadline for consenting to electronic voting, the undersigned understands and agrees that in order to be valid, this consent form must be signed and on file with the Association at least **ten (10) days** prior to the meeting or election in which the Unit Owner wishes to vote by electronic means. To ensure that you are properly registered with the online voting system, it is highly encouraged that you register the account well in advance of the first meeting where you will be using electronic voting. The Board shall have the authority to set cutoff times for registering with the electronic voting system and for electronic voting in connection with the notice of any meeting where electronic voting will be used. In the absence of the Board of Directors announcing a different cutoff time/date for registering and voting, the Unit Owners must register with the electronic voting system and cast any electronic votes no later than the start time of the meeting, or the start time of the reconvening of an adjourned meeting, at which time the ability to vote electronically shall be deemed closed for that meeting or election.

I/We further understand and agree that, in order to use a different e-mail address for casting votes electronically, I/we must notify the Association in writing of the change of e-mail address no later

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

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

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

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

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

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

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

**Exhibit "A" to Policy and Procedure #10
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**REVOCATION OF CONSENT TO ELECTRONIC VOTING AND/OR REVOCATION
OF CONSENT TO RECEIVE ELECTRONIC NOTICE OF MEETINGS**

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

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

☐ **Electronic Voting**

☐ **Electronic Notice**

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

Furthermore, the undersigned understands and agrees that if revoking consent for electronic notice, this form must be signed and on file with the Association no later than **ten (10)** days prior to the Association sending notice of a meeting or election in which the Unit Owner wishes to revoke consent to electronic notice or the revocation will not be effective until the next meeting and/or election.

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

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

**Exhibit "B" to Policy and Procedure #10
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11. POLICIES AND PROCEDURES FOR DISABLED/HANDICAPPED OWNER, TENANT OR GUEST TO REQUEST A REASONABLE ACCOMMODATION FOR A SERVICE/SUPPORT ANIMAL

Background: Under the Federal and State Fair Housing Acts, an Owner, Tenant or Guest who is disabled/handicapped may request reasonable accommodation(s) to the Association's rules, policies, practices, or services when such accommodation(s) may be necessary because of his/her disability/handicap. For more information on the rules pertaining to requests for reasonable accommodation, please review the "Joint Statement of the Department of Housing and Urban Development and the Department of Justice on Reasonable Accommodations under the Fair Housing Act" at https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf, along with the Department of Housing & Urban Development's ("HUD") FHEO-2020-01, dated January 28, 2020, and Florida Statutes Sections 760.27, 817.265 and 413.08(9).

Objective: To establish policies and procedures for meeting the requirements of applicable state and federal law relating to disabled or handicapped individuals as they pertain to Service/Support Animals in the community and on common areas and the amenities in the community.

Policy: The policy of the Board of Directors of Wiggins Lakes & Preserve Association, Inc. ("Association") is to make reasonable accommodations for disabled or handicapped Owners, Tenants and Guests, in accordance with applicable state and federal fair housing laws to Article 14.5 of the Combined Amended and Restated Declaration of Condominium which permits one (1) dog or cat weighing not more than 25 pounds, no bird, pet, reptile, or animal shall be kept or harbored in the Condominiums.

Procedure For Making a Request For Accommodation

Submittal of Request: A disabled/handicapped Owner, Tenant or Guest must notify the Association of the request for a reasonable accommodation to allow a service and/or support animal in the community, Unit and common elements, and provide adequate documentation supporting the request in compliance with the Florida and federal Fair Housing Acts. This applies to Owners, Tenants, and/or Guests visiting or residing on the property. It is the Owners' responsibility to ensure that Owner(s), Tenant(s), and Guest(s), advise anyone who may require a reasonable accommodation to comply with the stated guidelines herein, prior to bringing an animal on the property, and to provide the Association with sufficient time to conduct a meaningful review of the request. For emotional support animals ("ESA"), the requested information must include a statement from a medical professional stating that the requesting party is physically or mentally disabled; explaining which major life activities are substantially impaired; and explaining the particular assistance or specific therapeutic support the identified animal will provide. The statement from the professional should also include: the license number of the physician or medical professional; the state of licensure; the medical professional's name, business address, city, state and phone number, signature and the date of the signature. If the requesting party receives Social Security Disability benefits, provide a copy of the summary page with personal information redacted reflecting whether the disability is mental or physical. Additionally, the requesting party is asked to provide the signed acknowledgement on page six (6) of this document. The signed form

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and documentation can be delivered, e-mailed or mailed to the Association's office. Use of the supplied Forms will expedite the evaluation process. The documentation should be submitted **30 days in advance** of bringing the animal in restricted areas so the Association and/or Association's legal counsel have sufficient time to conduct a meaningful review of the request.

If the animal is a service animal, and the disability is not obvious, the Association will ask for information that is required, such as a letter from a health care practitioner, explaining that the Owner, Tenant or Guest is physically or mentally disabled, stating which major life activities are substantially impaired and explaining the task(s) the animal is trained to perform.

Please be advised that Florida Statute Section 413.08(9), states, in relevant part:

A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal... commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months.

Further, Florida Statute Section 817.265, states:

A person who falsifies information or written documentation, or knowingly provides fraudulent information or written documentation, for an emotional support animal under s. 760.27, or otherwise knowingly and willfully misrepresents himself or herself, through his or her conduct or through a verbal or written notice, as having a disability or disability related need for an emotional support animal or being otherwise qualified to use an emotional support animal, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083. In addition, within 6 months after a conviction under this section, a person must perform 30 hours of community service for an organization that serves persons with disabilities or for another entity or organization that the court determines is appropriate.

Florida Statute Section 456.072(1)(pp) provides that it is grounds for discipline against a medical professional for:

Providing information, including written documentation, indicating that a person has a disability or supporting a person's need for an emotional support animal under s. 760.27 without "personal knowledge" of the person's disability or disability-related need for the specific emotional support animal.

Procedure for Reviewing a Request for Reasonable Accommodation: Upon receipt of the requested form, including the Registration Form, and documentation (or information supplied) for a disabled/handicapped Owner, Tenant or Guest's request for a reasonable accommodation(s) to the Association's pet restrictions for an ESA or service animal, every effort will be made to have the request forms reviewed by the Association and/or Association's legal counsel as quickly as

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possible, and the Owner, Tenant or Guest will be notified in writing of the Board's decision. If additional information is required by the Association and/or Association's legal counsel, the review may take longer, and the submitting Owner, Tenant or Guest will normally be so advised in writing. Additionally, legal counsel's review of the documentation submitted in support of a request for a reasonable accommodation, may require additional time to review and respond to the request. The Association and/or Association's legal counsel will engage in the interactive process to obtain the necessary information to conduct a meaningful review of all requests.

If the request for a Service or Support animal is approved, any condition(s) of approval will be provided in writing. If disapproved, the reason for disapproval will be provided in writing.

Guidelines as to when medical documentation is required for an ESA and/or Service Animal and what type of medical documentation is required. The Association is entitled to obtain information that is reasonably necessary to evaluate whether a requested accommodation is medically necessary because of the requesting party's disability/handicap.

If a person's disability/handicap is obvious and if the need for the requested accommodation is also apparent, then the Association and/or association legal counsel will not normally request any additional information about the requester's disability/handicap or the related need for the requested accommodation.

If the requester's disability/handicap is not obvious, after reviewing the submitted request form, the Association and/or association legal counsel may request reliable information that is necessary to verify that the requester has a physical or mental impairment that substantially limits one or more major life activities (which is the definition of a "handicap" under the Fair Housing Acts) and an explanation of the particular assistance or specific therapeutic support the identified animal provides or the tasks the animal is trained to perform. If information concerning the requester's disability/handicap is requested by the Association and/or association legal counsel, he/she must provide information verifying that he/she meets the foregoing definition of "handicap," for example, by submitting proof that he/she is receiving Social Security Disability benefits, or private disability benefits. Information regarding the nexus between the disability and the animal may still be necessary but information concerning the disability will generally not be requested.

If the requester's disability/handicap is obvious, but the need for the accommodation is not apparent, the Association and/or association legal counsel will request information that is necessary to evaluate the disability/handicap-related need/nexus for the requested accommodation. In this case, the Association and/or the Association's legal counsel will request reliable disability/handicap-related information from a medical professional that is necessary to evaluate the disability/handicap-related need for the accommodation (the nexus). The medical professional must have personal knowledge of the individual. The Association, may, if necessary, contact the medical professional to confirm the medical professional issued the letter.

The Association will not accept tags, certificates, or any other items purchased online or from any other source that purport to "certify" or "register" an animal as an emotional support or service animal. These items can be purchased by answering certain benign questions. The websites contain a disclaimer that none of the information provided by the requesting party is verified. Accordingly,

these items are not sufficient to establish that someone is disabled or that an animal is a service or emotional support animal. Likewise, the Association will not accept a medical statement from a medical professional or company that advertises to write these letters after a one-time consultation or test.

As part of the normal review process/procedure, the Association may request advice from legal counsel concerning any Owner's, Tenant's or Guest's request for a reasonable accommodation. The requesting party consents to the disclosure of all documentation in support of the request to the Association's legal counsel.

Unique Animals

Common household animals are considered to be dogs, cats, small birds, rabbits, hamsters, gerbils, other rodents, fish, turtles, or other small, domesticated animals traditionally kept in the home for pleasure, rather than commercial purposes. Reptiles, other than turtles, barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

If a requesting party is seeking to keep a unique type of animal that is not commonly kept in households, then the requesting party, through his/her medical professional, has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal.

Maintaining an Emotional Support/Service Animal

Should a request for a reasonable accommodation to the pet restrictions be granted, the Association reserves the right, pursuant to Florida law addressing nuisances and/or safety and health concerns, to withdraw this approval at any time should the emotional support/service animal become:

- A nuisance to, or a threat to the health and safety of, others, which includes, but is not limited to: excessive barking; biting; aggressive behavior (including nipping and lunging); attacking persons or other animals; animal Owner's, Tenant's or Guest's failure to immediately and properly dispose of excrement or waste (so long as the disability permits it); failure to comply with all state and local ordinances and statutes related to the animal (including any required licenses or tags);
- Not maintaining the animal on a handheld leash at all times when outside of the home so long as the disability permits the use of a leash; insect/extermination problems; sanitation/odor problems; and/or Owner's, Tenant's or Guest's inability to control the animal. If the requesting party is unable to use a leash because of the disability, the handler must have control over the animal by voice control or some other means. This requires the Owner, Tenant or Guest to ensure that the animal is properly controlled and to take extra precautions when confined in small spaces.
- The approval of the animal may be withdrawn if the requesting party is no longer disabled/handicapped.

- The animal may not be left unattended when outside the home and may not be tied or tethered to any objects outside.
- In the amenities, the animal must be held or remain on the ground under or next to the Owner, Tenant or Guest and under Owner's, Tenant's, or Guest's control at all times. The animal is not permitted on furniture. The animal may not roam or wander. No animals are permitted inside the pool.
- Animals are not permitted in a kitchen where food is prepared. No animal may create a health or safety risk. The animal must be under the handler's control at all times. **Owner, Tenant, or Guest is solely responsible for any and all damage caused by the animal, whether to person or property.**
- A violation of any of these reasonable restrictions is also grounds for immediate revocation of any approval requiring the immediate and permanent removal of the animal. The Board may amend these policies and procedures as necessary at any time and without notice. While emotional support and service animals are permitted on all parts of the Association property (with the exception of swimming in the pool or in a kitchen where food is prepared), the Association requests that the requesting party be courteous of others and avoid areas or situations which may cause other owners, tenants, occupants and/or guests, discomfort or create unsanitary conditions. Animals are not permitted to relieve themselves on the pool deck, sidewalks, parking lot or other hard surfaces in the community. Should this occur, Owner, Tenant or Guest must immediately and thoroughly clean the affected area.
- You must provide a current picture of the animal along with current and annual vaccination records thereafter.
- Further restrictions may be necessary depending upon the circumstances at any given time. You will be notified if any additional restrictions are necessary.
- An approval of an emotional support animal and/or service animal is limited to the requesting party and his/her needs. If the requesting party no longer resides in this community, is no longer visiting or temporarily vacates the property, for whatever reason, the emotional support/service animal is not permitted to remain. The approval of an emotional support/service animal does not apply to a residence generally, but rather, is only approved for a particular person. If that person is not in residence, the animal may not be in residence.
- All information received by the Association and/or the Association's legal counsel in conjunction with a disabled/handicapped Owner's, Tenant's and/or Guest's request for reasonable accommodation will be kept confidential in compliance with Florida and federal law. If any other tenant or owner inquires as to why a special accommodation appears to have been made, the Association representative's response will be: "a reasonable accommodation has been granted as a matter of Florida and federal law" or words of similar

import. No additional information will be provided regarding the nature of the disability/handicap.

Acknowledgement

I have received and read a copy of the Policies and Procedures for Disabled/Handicapped Owner, Tenant or Guest to Request a Reasonable Accommodation and I agree to abide by the policies and procedures stated herein. I bear full responsibility for the service/support animal and for damage caused by the animal, whether to person or property, whatsoever arising from owning or keeping a service/support animal in the home.

Requesting Party's Signature

Date

Printed Name of Requesting Party

Address

E-mail Address

Phone Number

Dates the Animal will be on Property

Type of Animal Being Requested