

**ASSOCIATION POLICIES AND PROCEDURES<sup>1</sup>**  
**TOLLGATE COMMERCIAL PARK CONDOMINIUM 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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<sup>1</sup> 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 the box adjacent to the mailbox.

This does not preclude posting at other locations.

## 2. UNIT OWNER PARTICIPATION AT MEETINGS POLICY

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

WHEREAS, the Act provides that the Association may adopt written reasonable rules governing the frequency, duration, and manner of Unit Owner statements at Unit Owner meetings; and

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

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

### 2.1 Definitions.

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

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

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

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

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

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

**2.1.7 Additional Definitions.** Capitalized terms have the same meaning ascribed to them in other Condominium Documents of the Association.

## **2.2 Board and Committee Meetings.**

**2.2.1 Attendance at Meetings.** Unit Owners have the right to attend Board and Statutory Committee Meetings except as provided by law. Unless prohibited by law, the Association may hold meetings where participation is limited to remote attendance except by such persons as the Association may designate. All Unit Owners entitled to attend remote meetings shall be given notice of the telephone number or code for the remote meeting and be entitled to speak or participate in the same manner legally required for meetings which are held entirely in person at a physical situs.

No Person other than a Unit Owner shall be permitted to attend such Meetings, unless permitted by the Chairman of the meeting or law. Pursuant to Article 3.8 of the Amended and Restated Bylaws, Unit Owners do not have the right to attend meetings of any Committee which is not a Statutory Committee, unless permitted by the Committee Chairman or the Board. Unit Owners may not attend meetings which are closed to Unit Owner attendance pursuant to the Act.

### **2.2.2 Speaking at Meetings.**

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

**2.2.2.2** Statements by Unit Owners at Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman or a majority of the Board or Committee. No other statement shall be permitted. Statements shall be made from the Unit Owner's seat at the meeting, though the Unit Owner may stand at his or her chair, if desired.

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

## **2.3 Unit Owner Meetings.**

**2.3.1 Attendance at Meetings.** Unit Owners have the right to attend Unit Owner Meetings either in person or through a valid proxy, or as may be provided by law. No Person other than a Unit Owner, a Unit Owner's lawful proxy, or other Person permitted by law shall be permitted to attend Meetings, except agents of the Association, Persons permitted by the Chairman, or required by law.

### **2.3.2 Speaking at Meetings.**

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

**2.3.2.2** Statements by Unit Owners or other Persons lawfully attending Unit Owners Meetings shall be restricted solely to items designated on the agenda for that Meeting, unless permitted by the Chairman. Statements shall be made from the Unit Owner's seat at the meeting, though the Unit Owner may stand at his or her chair, if desired.

**2.3.2.3** A Unit Owner or other permitted Person will only be permitted to speak once in reference to each agenda item. A Unit Owner's or other permitted Person's statement shall not exceed three (3) minutes, unless otherwise permitted by the Chairman. Other Unit Owners or attendees permitted to speak cannot "yield" their time for the purpose of extending a Unit Owner's time limit. The Chairman of the Meeting shall give the floor to the Unit Owner subsequent to the calling of the agenda item upon which the Unit Owner will speak, but prior to any voting of the Unit Owners upon that agenda item. When a meeting is held through remote participation, the host of the meeting may mute the ability of Owners to speak during portions of the meeting where they are not entitled to speak.

### **2.4 Recording Meetings.**

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

**2.4.2** No recording of Meetings shall interfere with or obstruct the Meeting, and none of the equipment used for recording shall interfere with or obstruct any Person's view of the Meeting or ability to hear the Meeting, or constitute a tripping or safety hazard. Extra lighting for recording shall not be permitted. Persons using recording equipment must do so from their seats or where that is not practical due to the nature of equipment used, a stationary location approved by the Chairman of the Meeting. Once placed, the recording device shall not be moved, nor shall the Person operating it move about the room. All recording equipment used shall conform to the electrical codes.

**2.4.3** Unit Owners and other Persons may not post or permit posting recordings of Meetings on any website or other media which can be readily viewed by Persons who are not Members of the Association. The Board's basis for this policy includes the following:

- While Meetings are open to Unit Owners, the Association is a private corporation, and its business is not a matter of public record.

- Directors and Unit Owners do not give up their rights of personal privacy by volunteering to serve on the Board or participating in Meetings and may not consent to having their image and voice broadcast in a forum which is viewable by the general public.
- Statements made at Meetings should be subject to the private nature of the corporation's business, in a candid and transparent fashion, and without additional concern regarding potential outside or additional legal liabilities.

## **2.5 Enforcement of Meeting Rules.**

**2.5.1 Fines and/or Suspensions.** The Board may, in accordance with the fining and suspension authority and procedures set forth in the Condominium Act, levy a fine or impose a suspension against any Person who fails to comply with these Rules.

**2.5.2 Legal Action.** The Board may take whatever appropriate legal action is available against any Person who fails to comply with these Rules.

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

## **3. INSPECTION OF ASSOCIATION RECORDS POLICY**

WHEREAS, the Act provides that the Association may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections; and

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

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

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

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

**3.3 Persons Entitled to Inspect.** Unit Owners have the right to inspect the records of the Association as permitted by law. Tenants may inspect certain records, as provided by law. All references in these Rules to Unit Owner will include record title holders and a Unit Owner's authorized representative, and Tenants or other authorized representative where applicable. If a Unit is owned by a corporation, limited liability company, partnership, trust, or other entity, the Unit Owner shall be considered the person or persons authorized to vote for the Unit pursuant to

the provisions of the Declaration of Condominium, Articles of Incorporation, and/or Bylaws of the Association.

### **3.4 Inspection.**

**3.4.1** A Unit Owner desiring to inspect records shall submit a written request by U.S. Mail or Certified U.S. Mail, Return Receipt Requested, therefore to the Association c/o Resort Management, 2685 Horseshoe Drive, #215, Naples, FL 34104.

Requests by hand delivery, facsimile transmission, electronic mail (e-mail), or other means do not comply with these Rules, except as provided in Article 3.4.1 hereof. Verbal requests do not comply with these Rules.

In order to facilitate fulfilling the records request, it is recommended that the written request specify the particular records the Unit Owner desires to inspect, including pertinent dates or time periods in sufficient detail to permit the Association to retrieve the exact records requested.

A Unit Owner's inspection request shall be deemed received as follows. If sent by regular U.S. Mail, five (5) days after the date of post-mark on the letter transmitting the request. If by U.S. Certified Mail, Return Receipt Requested, on the date that the receipt card was signed for by the Association.

**3.4.2** Inspection of records shall be restricted solely to those records designated in the written request for inspection and shall be conducted solely by the Unit Owner signing the inspection request, or his or her authorized representative. No inspection of any other records shall be permitted. Notwithstanding the foregoing, if there is an additional request while inspecting the records, such records shall be requested in writing and hand-delivered to the Association's representative at the inspection, and the Association shall have an additional ten (10) working days to provide access from the date of hand-delivery. If more than one Unit Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times provided that co-Owners of a Unit may inspect records together. If a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

**3.4.3** A Unit Owner shall not submit more than one (1) written request for inspection of records per calendar month. Any request submitted more frequently shall be null and void.

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

**3.4.5** Records shall generally be made available for inspection by the Association on or before the fifth (5th) working day after receipt by the Association of the written request for inspection. This time frame may be extended upon agreement of the Unit Owner or for good cause. In addition, this time frame may be extended on the agreement of the parties or in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. In any case, the Association shall always use its best efforts to make records available for inspection by the tenth (10<sup>th</sup>) working day after receipt of the request, and the failure to do so shall create a rebuttable presumption that the Association has violated the provisions of these Rules. The Association may rebut the presumption by obtaining an opinion from legal counsel that the Association has, under the circumstances, attempted to address the Unit Owner's records inspection request promptly and in good faith. The Association shall notify the Unit Owner in writing (including e-mail) that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "working day" means Monday through Friday, exclusive of federal, state, and local holidays in which the office of the Association or office where the records are being made available for inspection is closed. For purposes herein, "normal business hours" shall be the hours the Association office is customarily open, or the hours the location where the records are to be inspected is customarily open, or if there are no customary hours of operation, then 9:00 A.M. to 12:00 P.M. and 1:00 P.M. to 5:00 P.M., all on a working day. No Unit Owner shall be entitled to inspect records for more than nine (9) hours cumulatively in any calendar month. At the request of either the Association or the Unit Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month, and nine (9) hours maximum cumulative inspection time.

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

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

**3.4.8** A Unit Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall be twenty-five cents (\$.25) per page. If copies are made by outside vendors, actual costs shall be charged to the Unit Owner. Payment in advance for the cost of copies shall be required. No copy of a record shall be made unless and until payment for the copy is received.

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

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

### **3.5 Manner of Inspection.**

**3.5.1** For purposes hereof, a Unit Owner and the Unit Owner's authorized representative shall be considered one (1) Person. As provided in Article 3.4.2, if a Unit Owner has designated an authorized representative, either the Unit Owner or the authorized representative may inspect the records; however, both parties may not inspect the records together. However, this shall not preclude a Unit Owner from inspecting the records with the Unit Owner's representative if such representative is a Certified Public Accountant licensed to practice in Florida, or an Attorney at Law, admitted to practice in Florida.

**3.5.2** Except as otherwise provided in Article 3.3 hereof, if inspection is requested by any Person other than a record Owner of the Unit, said request shall not be recognized by Association unless and until the record Owners of the Unit designate such Person, in writing, as their authorized representative, or unless such Person is an Attorney at Law, admitted to practice in the State of Florida.

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

### **3.6 Enforcement of Inspection Rules.**

**3.6.1** Any violation of these Rules may result in the immediate suspension of the inspection.

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

**3.6.3** The Board may take whatever appropriate legal action is available against any Person who fails to comply with these Rules.

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

**3.6.5** The President of the Association, or the Manager (under the direction of the President), has the authority to interpret and implement the provisions of these Rules and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis. The Association shall have the right to waive the requirements of these rules for good cause and the waiver in one instance shall not constitute a general waiver or waiver in any other case with the right to require adherence to the policies contained herein.

## **4. ASSOCIATION FEE SCHEDULE**

The following is a schedule of fees charged by the Association, which may be modified by the Board from time to time, but which shall in no event exceed the maximum permissible by law. The entitlement to receipt of these fees may be allocated between the Association and a Community Association Management Firm or other third party as provided in a written agreement. Attorneys' fees incurred by the Association with respect to the issues for which fees are levied may be passed on to Unit Owners or other third parties, if permitted by law, and shall be in addition to the Association's fees.

**4.1 Mortgagee/Transfer Questionnaires:** The Association is not obligated to complete these forms and reserves the right to decline to do so in any instance. If a mortgagee/transfer questionnaire is prepared, the fee is \$150.00, per form, plus legal fees incurred by the Association necessary to assist in preparation of the form. If the maximum permissible fee under the Act is increased, these Rules adopts the higher fee.

**4.2 Transfer Approvals:**

<u>Type</u>	<u>Amount</u>
Lease Approval.....	\$150.00
Title Transfer Approval.....	\$150.00

**4.3 Miscellaneous:**

<u>Type</u>	<u>Amount</u>
Photocopying of Association's Official Records Kept in Paper Form.....	\$.25 (twenty-five cents) per page
Copying of other Official Records.....	Actual Cost to Association

**5. UNIFORM APPLICATION FOR SALE OR TRANSFER OF TITLE**

WHEREAS, Article 16.2 of the 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 approval of the Board; 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 Amended and Restated Declaration of Condominium, to require the use of a uniform application for sale to protect the Association and the Unit Owners when a Unit is transferred.

NOW, THEREFORE, the following Rules are adopted.

**5.1** All transfers of any Unit must be approved by the Association in advance and in writing as provided by Article 16.2 of the Amended and Restated Declaration of Condominium.

**5.2** All transfers must also be accompanied by the Application for Sale or Transfer of Title which is attached hereto as **Exhibit "A"** to **Policy and Procedures #5**. The Application for 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 result in denial of the proposed transfer by the Association.

**APPLICATION FOR SALE OR TRANSFER OF TITLE**

**TOLLGATE COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC.**

Please submit this completed application to the attention of the Board of Directors at Tollgate Commercial Park Condominium Association, Inc., at Board of Directors, c/o Resort Management, 2685 Horseshoe Drive, #215, Naples, FL 34104. Fax ((239) 649-5526) or e-mail (amerino@resortgroupin.com) is acceptable.

Date: \_\_\_\_\_, 20\_\_

To: Board of Directors of Tollgate Commercial Park Condominium Association, Inc.

I(We) intend to purchase Unit No. \_\_\_\_\_, located in Tollgate Commercial Park, a Condominium. A copy of the Purchase and Sales Agreement (“Agreement”) is attached. Title will be held in the following name(s) \_\_\_\_\_ (“Applicant(s)”). I(We) represent that the following information and the information included in the Agreement 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, including, but not limited to checking references, contacting persons referenced in this Application or other persons, conducting a criminal background check, and obtaining a credit report or similar financial information.

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. FULL NAME OF APPLICANT 1 \_\_\_\_\_

FULL NAME OF APPLICANT 2 \_\_\_\_\_

3. SOCIAL SECURITY NUMBER OF APPLICANT 1 \_\_\_\_\_

SOCIAL SECURITY NUMBER OF APPLICANT 2 \_\_\_\_\_

4. DATE OF BIRTH OF APPLICANT 1 \_\_\_\_\_

DATE OF BIRTH OF APPLICANT 2 \_\_\_\_\_

5. IF THERE ARE MORE THAN TWO (2) APPLICANTS, PLEASE EXPLAIN HERE AND

**Exhibit “A” to Policy and Procedure #5**

**Page 1 of 4**

FURTHER PROVIDE ADDITIONAL INFORMATION AS APPROPRIATE (INCLUDING SOCIAL SECURITY NUMBERS AND DATES OF BIRTH FOR ALL APPLICANTS) SO THAT ALL APPLICANTS SUBMIT INFORMATION. (USE SEPARATE SHEET OF PAPER IF NECESSARY):

\_\_\_\_\_  
\_\_\_\_\_

6. EXACT NAME(S)/ENTITY(IES) TO WHICH TITLE WILL BE TRANSFERRED:

\_\_\_\_\_

7. OCCUPATION OF APPLICANT 1 \_\_\_\_\_

POSITION HELD PRESENTLY \_\_\_\_\_ HOW LONG? \_\_\_\_\_

8. OCCUPATION OF APPLICANT 2 \_\_\_\_\_

POSITION HELD PRESENTLY \_\_\_\_\_ HOW LONG? \_\_\_\_\_

9. PRESENT RESIDENCE ADDRESS OF APPLICANT(S) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

E-MAIL \_\_\_\_\_ HOW LONG? \_\_\_\_\_

10. PLEASE PROVIDE THREE (3) PERSONAL REFERENCES FOR EACH APPLICANT. THE SAME PERSON(S) MAY BE LISTED AS A REFERENCE FOR MORE THAN ONE APPLICANT:

APPLICANT 1:

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

APPLICANT 2:

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

**Exhibit "A" to Policy and Procedure #5  
Page 2 of 4**

11. PERSON TO NOTIFY IN AN EMERGENCY: NAME \_\_\_\_\_  
RELATIONSHIP: \_\_\_\_\_ PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

12. MANUFACTURER, MODEL & YEAR OF AUTOMOBILE(S) TO BE KEPT OR USED AT THE CONDOMINIUM:

CAR NO. 1: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

CAR NO. 2: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

13. ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:

MAILING ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_ E-MAIL (IF E-MAIL IS ACCEPTABLE MANNER OF COMMUNICATION): \_\_\_\_\_

14. IF APPLICATION FOR SALE OR TRANSFER 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 a copy of the Agreement, the receipt of the application fee (\$150 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.

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 purchase. I also acknowledge that the Condominium Documents may be amended from time to time.

\_\_\_\_\_  
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: \_\_\_\_\_

**Exhibit "A" to Policy and Procedure #5**  
**Page 3 of 4**

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Application Materials Received \_\_\_\_\_, 20\_\_ Interview Conducted \_\_\_\_\_, 20\_\_

Transfer Approval Fee Received \_\_\_\_\_, 20\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Association Representative

Print Name: \_\_\_\_\_

## **6. UNIFORM APPLICATION FOR LEASE**

WHEREAS, Article 15.1 of the Amended and Restated Declaration of Condominium provides that Board has the authority to approve all leases and renewals or extensions thereof; and

WHEREAS, Article 15.1 of the 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 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 15.1 of the 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"** to **Policy and Procedures #6**. 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**

**TOLLGATE COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC.**

Please submit this completed application to the attention of the Board of Directors at c/o Resort Management, 2685 Horseshoe Drive, #215, Naples, FL 34104.. Fax ((239) 403-1061) or e-mail (amerino@resortgroupinc.com) is acceptable.

Date: \_\_\_\_\_, 20\_\_

To: Board of Directors of Tollgate Commercial Park Condominium Association, Inc.

I(We) intend to lease Unit No. \_\_\_\_\_, located in Tollgate Commercial Park, a Condominium, 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, including, but not limited to checking references, contacting persons referenced in this Application or other persons, conducting a criminal background check, and obtaining a credit report or similar financial information.

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.

I(We) also recognize that Article 15 of the Amended and Restated Declaration of Condominium provides:

The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term “leasing” and “renting” shall be used interchangeably for the purpose of this Declaration. The term “Tenant” and “Lessee” shall likewise be used interchangeably. All leases must be in writing. Should a Unit Owner wish to lease his/her Unit, he/she shall furnish the Association with a copy of the proposed lease, the name of the proposed Lessee, the names of all proposed Tenants, and such other information as the Association may reasonably require. Any person occupying the Unit as a Tenant after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice and all required

**Exhibit “A” to Policy and Procedure #6  
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information within which to approve or disapprove of the proposed lease or proposed Lessees. The Association shall give the Unit Owner written notice of its decision within said period. "Rent-sharing" and subleasing are prohibited. A copy of the applicable business license must be provided to the Board of Directors within thirty (30) days of the commencement of the Lease. All leases shall be for a minimum period of one (1) year or 365 continuous days. Leases may be extended or renewed, subject to Board approval. No Unit Owner, nor anyone on their behalf, shall publish or cause to be published any advertisement of any type in any form of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates that a Unit may be leased for anything less than the minimum period of one (1) year or 365 continuous days.

I(We) agree to be bound by Article 15, without limiting the applicability of the Condominium Documents as a whole.

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

\_\_\_\_\_

2. FULL NAME OF APPLICANT 1 \_\_\_\_\_

FULL NAME OF APPLICANT 2 \_\_\_\_\_

3. SOCIAL SECURITY NUMBER OF APPLICANT 1 \_\_\_\_\_

SOCIAL SECURITY NUMBER OF APPLICANT 2 \_\_\_\_\_

4. DATE OF BIRTH OF APPLICANT 1 \_\_\_\_\_

DATE OF BIRTH OF APPLICANT 2 \_\_\_\_\_

5. IF THERE ARE MORE THAN TWO (2) APPLICANTS, PLEASE EXPLAIN HERE AND FURTHER PROVIDE ADDITIONAL INFORMATION AS APPROPRIATE (INCLUDING SOCIAL SECURITY NUMBERS AND DATES OF BIRTH FOR ALL APPLICANTS) ELSEWHERE IN THIS APPLICATION SO THAT ALL APPLICANTS SUBMIT INFORMATION (USE SEPARATE SHEET OF PAPER IF NECESSARY):

\_\_\_\_\_

6. IS ANY APPLICANT A SERVICE MEMBER AS DEFINED IN S. 250.01, FLORIDA STATUTES? \_\_\_\_\_ YES \_\_\_\_\_ NO

7. OCCUPATION OF APPLICANT 1 \_\_\_\_\_

POSITION HELD PRESENTLY \_\_\_\_\_ HOW LONG? \_\_\_\_\_

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8. OCCUPATION OF APPLICANT 2 \_\_\_\_\_  
POSITION HELD PRESENTLY \_\_\_\_\_ HOW LONG? \_\_\_\_\_

9. PRESENT RESIDENCE ADDRESS OF APPLICANT(S) \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_ ZIP \_\_\_\_\_ PHONE \_\_\_\_\_  
E-MAIL \_\_\_\_\_ HOW LONG? \_\_\_\_\_

10. PLEASE PROVIDE THREE (3) PERSONAL REFERENCES FOR EACH APPLICANT. THE SAME PERSON(S) MAY BE LISTED AS A REFERENCE FOR MORE THAN ONE APPLICANT:

APPLICANT 1:

NAME \_\_\_\_\_ PHONE \_\_\_\_\_ |  
ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

APPLICANT 2:

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

NAME \_\_\_\_\_ PHONE \_\_\_\_\_  
ADDRESS \_\_\_\_\_

15. PERSON TO NOTIFY IN AN EMERGENCY: NAME \_\_\_\_\_  
RELATIONSHIP \_\_\_\_\_ PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

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

CAR NO. 1: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

CAR NO. 2: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_

17. ADDRESS FOR NOTICE OF ACCEPTANCE OR REJECTION OF THIS APPLICATION:

MAILING ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ E-MAIL (IF E-MAIL IS ACCEPTABLE MANNER OF COMMUNICATION): \_\_\_\_\_

**Exhibit "A" to Policy and Procedure #6  
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19. 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 (\$150 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.

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. UNIFORM ADDENDUM TO LEASE AGREEMENT

WHEREAS, Article 15.1 of the Amended and Restated Declaration of Condominium provides that all leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association; and

WHEREAS, Article 15.1 of the Amended and Restated Declaration of Condominium provides that 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 receiver’s fees, if applicable, are paid in full;” and

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

WHEREAS, pursuant to Section 718.116(4) of the Act, “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, a Unit Owner being delinquent in the payment of an assessment at the time approval is sought.”

NOW, THEREFORE, the following Rules are adopted.

**7.1** All leases of any Unit must be approved by the Association in advance and in writing as provided by Article 15 of the Amended and Restated Declaration of Condominium.

**7.2** All leases must also be accompanied by the Uniform Lease Addendum which is attached hereto as **Exhibit “A” to Policy and Procedure #7**. The Uniform Lease Addendum must be signed by the Unit Owner, the proposed Tenant, and upon approval by the Association by the Association’s designated representative.

**7.3** Failure to include the attached Uniform Lease Addendum will result in denial of the proposed lease by the Association.

**ADDENDUM TO LEASE AGREEMENT BETWEEN  
LANDLORD AND TENANT AND ASSIGNMENT OF RENTS FROM LANDLORD  
TO COMMUNITY ASSOCIATION FOR AMOUNTS OWED**

The provisions contained herein modify the lease agreement (“Lease”) between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”), entered into on \_\_\_\_\_, for the lease of real property located at \_\_\_\_\_, and serve as an agreement between Landlord and Tollgate Commercial Park Condominium Association, Inc. (“Association”) to assign rents payable to Landlord pursuant to the Lease from Landlord to Association for past-due and owing assessments, interest, costs and reasonable attorneys’ fees, which amounts are due pursuant to obligations of Landlord arising from the Amended and Restated Declaration of Condominium, recorded at O.R. Book 6121, Page 470 *et seq.*, Public Records of Collier County, Florida, and all valid amendments thereto.

Execution of this Lease Addendum is a required condition of rental of a Unit, pursuant to the authority of the Association contained in the Declaration.

The Landlord and Tenant hereto expressly agree that the Lease Agreement shall be amended as provided herein and the following terms shall be incorporated into the Lease Agreement. Landlord and Tenant further agree that Association shall be considered a named party to the Lease Agreement and this Addendum for the purpose of enabling Association to enforce the provisions of the Condominium Documents and the covenants of this Lease Addendum. In the event of any conflict between the terms and conditions of the Lease Agreement and this Addendum, the Addendum shall govern the respective rights and responsibilities of the parties hereto. Further, Landlord and Tenant also acknowledge and agree, that in connection with the approval of the lease application by the Association, it will be necessary for the Association to obtain and consider information regarding Tenant and all proposed Occupants of the Unit, Tenant specifically authorizes Association to obtain and consider background information, including financial information, if deemed appropriate by the Association, personal references, and other information deemed relevant by Association. Further, Landlord and Tenant acknowledge that Association may require an interview with prospective Tenants/Occupants of a Unit, prior to occupancy. Landlord and Tenant agree that no proposed Tenant or Occupant shall take possession of a Unit prior to the approval of the lease application by the Association. Landlord and Tenant represent that all information contained in the application for lease (and supporting materials) submitted to the Association are complete, accurate, and truthful. Landlord and Tenant acknowledge that intentional or negligent material omissions or misrepresentations in the application and supporting materials shall constitute grounds for disapproval of a lease application request, or termination of the lease if such omissions or misrepresentations are discovered after approval thereof.

Further, the parties agree as follows:

**Exhibit “A” to Policy and Procedure #7  
Page 1 of 5**

1. **USE:** The Tenant will use the premises only for non-residential purposes. Tenant will make no unlawful, improper or offensive use of the leased property, nor permit the commission of any act which constitutes a public or private nuisance.

2. **COMPLIANCE WITH THE CONDOMINIUM DOCUMENTS:** Any infraction of the provisions or restrictions set forth in the Declaration, the Articles of Incorporation and Bylaws of the Association, and the Rules and Regulations (hereinafter “Condominium Documents”) by the Tenants or their Family, Guests or Invitees shall be deemed a breach of the Lease, and Association or Landlord shall have the option to terminate the Lease Agreement and resume possession of the property. Tenant acknowledges, by signing this Addendum that he or she has read, understands, and agrees to abide by the Condominium Documents and that the failure to comply with same may result in various legal remedies, including, without limitation: the suspension of use privileges; the levy of fines; the initiation of legal action in court or arbitration; eviction; the denial or revocation of parking passes; and the recovery of attorneys’ fees by the Association in any legal action, including evictions.

3. **ASSOCIATION AUTHORITY TO ENFORCE ADDENDUM TERMS:** Landlord and Tenant further agree that Association may act in its own rights, or in cases where Landlord fails to act in a timely manner, as Landlord’s agent, to terminate the Lease and may institute proceedings against Tenant, in Landlord’s name, or in Association’s name in its own right. In either such case, Landlord shall be responsible to Association for all expenses incurred, including attorneys’ fees, without waiver of the right of any action by Landlord against Tenant.

4. **ASSIGNMENT OR SUB-LEASING/RENEWAL:** No assignment of the Lease or sub-leasing of any part of the leased property by the Tenant shall be valid without the consent of Association. Renting of rooms and “rent-sharing” is prohibited. The Lease Agreement shall not be renewed or extended, nor shall Tenant hold over the premises, without the prior approval of the Association.

5. **INSPECTION OF PREMISES:** The Association and Landlord or his or her agent, have and are hereby granted the right to enter the premises at any time for the protection and preservation of the premises, or at a reasonable time and upon reasonable notice for the purposes of inspection; making necessary or agreed repairs, decoration, alterations, or improvements; supplying agreed services (including pest control); or determining the existence of suspected or reported violations of the Condominium Documents. Landlord and Tenant acknowledge that Association retains a pass key to the premises.

6. **LIMITATION OF LIABILITY/HOLD HARMLESS AND INDEMNITY:** The Association shall not be liable to Landlord or to Tenant, or Tenant’s Family, agents, Guests, Invitees, employees or servants for damage to Persons or property caused by other Residents or other Persons. Tenant recognizes that Association does not warrant the security of the property, and is not responsible for safety of Tenant nor their property. Landlord and Tenant jointly and severally agree to indemnify and hold Association harmless from and against any claims for

**Exhibit “A” to Policy and Procedure #7  
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damages to Person or property arising from Tenant's use of the premises, or from any activity or work permitted to be suffered by Tenant in or about the premises. Association shall not be liable for personal injury, or damages to Tenant's personal property from theft, vandalism, fire, water, rain, storms, smoke, explosions, sonic booms, riots or other causes whatsoever unless it is established that Association has been negligent in maintenance of Common Elements which are the responsibility of the Association, and which negligence is the proximate cause of said damage. Tenant agrees to notify Association immediately upon the occurrence of any injury, damage or loss suffered by Tenant or other Person upon the premises.

7. **DEFAULT/ENFORCEMENT:** If the Tenant fails to comply with any of the material provisions of the Condominium Documents, or materially fails to comply with any duties imposed on him by the Lease Agreement, this Addendum, or any other statute or law, then within seven (7) days after delivery of written notice by the Landlord or Association specifying the noncompliance and indicating the intention of the Association or Landlord to terminate the Lease Agreement by reason thereof, Association or Landlord may terminate the Lease Agreement. Association and/or Landlord shall have no obligation to allow Tenant to cure such violations if such noncompliance is of a nature that Tenant should not be given opportunity to cure pursuant to Section 83.56 of the Florida Statutes (2022), as amended from time to time, or if the noncompliance constitutes a subsequent or continuing noncompliance within twelve (12) months of a written warning by Association or Landlord of a similar violation. In such instances, Association or Landlord may deliver a written notice to Tenant specifying the noncompliance and the Association's or Landlord's intent to terminate the Lease Agreement by reason thereof. Examples of noncompliance which are of a nature that the Tenant should not be given an opportunity to cure include, but are not limited to, destruction, damage, or misuse of the Landlord's or Association's property by intentional act or a subsequent or continued unreasonable disturbance. Examples of noncompliance which are of a nature that Tenant will be given an opportunity to cure include, but are not limited to, activities such as having or permitting unauthorized pets, Guests, or vehicles; parking in an unauthorized manner or permitting such parking; or failing to keep the premises clean and sanitary. Landlord and Tenant acknowledge Association may tow away or cause to be towed away vehicles that are parked on Condominium Property in contravention of the Condominium Documents. Landlord and Tenant also recognize that Association shall have the right to terminate the Lease and/or institute evictions or other proceedings against Tenants, for violation of the Condominium Documents as set forth above. Further, the parties recognize that the Association may levy fines against a Unit for violation of the Condominium Documents. Fines may be levied for violations, without opportunity to cure. The Association will afford the opportunity for a hearing, as required by law, prior to the levy of a fine. Landlord and Tenant shall be jointly and severally liable for the payment of any fine duly levied by the Association, arising out of the conduct of Tenant, his or her Family, Guests, and Invitees. The Association, without limiting other remedies, may avail itself to the procedures set forth in Paragraph 9 of this Lease Addendum with respect to the collection of fines.

**Exhibit "A" to Policy and Procedure #7  
Page 3 of 5**

8. **COSTS AND ATTORNEYS' FEES:** If either the Landlord or the Tenant fails to comply with the agreements, conditions or covenants of the Lease Agreement or this Addendum, including violations of the Condominium Documents, or fail to comply with applicable laws, and court action or arbitration (including actions initiated or defended by Association) is required to resolve any dispute, the prevailing party, including the Association, shall be entitled to costs and attorneys' fees of that action, at the arbitration, trial or appellate levels.

9. **RIGHT TO RECEIVE RENTAL INCOME:** In the event Landlord is delinquent in Landlord's obligation to pay to Association any annual or special assessments, or any installment thereof, Association shall have the right, but not the obligation, to require Tenant to pay said rental installments, or the portion thereof sufficient to pay said delinquent maintenance assessments, directly to Association, upon Association giving written notice of the exercise of such right to Tenant and Landlord. This right of Association is cumulative and in addition to any and all other rights or remedies Association may have against Tenant or Landlord. Failure of Tenant to pay to Association the rental installments, or portions thereof, as specified in said notice, shall entitle Association to terminate this Lease and/or evict Tenant. Tenant shall be entitled to set off against rent payable to Landlord for any and all amounts paid by Tenant to Association hereunder.

10. The Landlord hereby expressly consents to and authorizes the Association, its attorney, and agents to contact the Tenant in the event that the Landlord becomes delinquent with his or her obligations to the Association. The purpose of such communication and contact will be to enforce the provisions of this Addendum by providing the Landlord and Tenant the notices described in Paragraph 9 above.

11. **MISCELLANEOUS:**

A. **Binding Effect:** The covenants and conditions contained herein extend to bind the heirs, legal representatives, successors, and assigns of the parties bound by this Lease Addendum.

B. **Waiver:** The failure of Association to enforce its rights as set forth in Lease Addendum shall not constitute a waiver of the Association's right to do so in any other instance.

C. **Modification:** This Lease Addendum may only be modified by an instrument signed by Landlord, Tenant and Association.

D. **Captions:** The captions contained in this Lease Addendum are for convenience sake only and are not intended to constitute substantive provisions of this Lease Addendum, nor restrict the subject matter hereof.

E. **Gender:** All references to the masculine are intended to include references to the feminine, as appropriate. All singular references are also intended to incorporate plural references, where appropriate.

**Exhibit "A" to Policy and Procedure #7  
Page 4 of 5**

F. **Governing Law/Venue:** This Addendum is governed by the laws of Florida. Venue for any action lies in Collier County.

G. **Anti-Discrimination Policy:** Association does not discriminate in the terms and conditions of rental of Units based upon sex, national origin, race, religion, familial status, or handicapped status.

12. **WASTE AND PARKING RESTRICTIONS.** Tenant hereby acknowledges that they have been provided a copy of the Association's waste and parking restrictions and, further, Tenant agrees to adhere to said restrictions.

LANDLORD:

By: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT(S):

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A" to Policy and Procedure #7  
Page 5 of 5**

## 8. UNIFORM ASSESSMENT COLLECTION POLICY

WHEREAS, Tollgate Commercial Park Condominium 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 this Policy:

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

**10. ASSESSMENTS AND CHARGES.** Assessments against Owners shall be made by the Board of Directors, 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.

**10.1 Liability for Assessments and Charges.** A Unit Owner, regardless how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/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/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 in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed 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 lien on each Condominium Parcel for any unpaid Assessments 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. Except as otherwise provided in the Act, no lien may be filed by the Association against a Condominium 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 Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the original Declaration of Condominium. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of 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. 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.

**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 shall have 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 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 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/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled 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, maintenance, repair or replacement 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 shall have the right to satisfy any delinquent lien or other security interest against a Unit, excepting first mortgages, which are superior to the Association's lien, including without limitation unpaid ad valorem taxes. The Association shall have 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 of Directors shall have 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)(g) 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)(n) 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-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 the Association may suspend the voting rights of any Unit Owner if such Unit Owner becomes more than \$1,000 and more than 90 days delinquent in the payment of any monetary obligation to the Association. Such suspension shall end upon full payment of all obligations currently due or overdue the Association.

**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 Tollgate Commercial Park Condominium Association, Inc.

The following amounts are currently due on your account to Tollgate Commercial Park Condominium 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.

**8.10** The Association has the authority to approve lease applications pursuant to Article 15 of the 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** Pursuant to Article 15.3 of the Amended and Restated Declaration of Condominium, the Association may withhold approval for transfer of a Unit until all past-due Assessments (including late fees, interest, cost, reasonable collection expenses, and attorneys' fees) have been paid.

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

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

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

**8.15** 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.

**8.16** 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 this Policy 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 this Policy, 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 this Policy in one instance shall not require waiver or deviation in any other instance.

**8.17** The President of the Association or his or her appointee has the authority to implement this Policy, without need for specific approval of the Board, except that the suspension of use rights provided for in Paragraph 8.14 and the waivers provided for in Paragraph 8.16 shall be considered by the Board.

## **9. FORM OF QUESTION AND ANSWER SHEET**

WHEREAS, Section 718.504 of the Act provides, in pertinent part, as follows:

In addition to the prospectus or offering circular, each buyer shall be furnished a separate page entitled "Frequently Asked Questions and Answers," which shall be in accordance with a format approved by the division and a copy of the financial information required by s. [718.111](#). This page shall, in readable language, inform prospective purchasers regarding their voting rights and unit use restrictions, including restrictions on the leasing of a unit; shall indicate whether and in what amount the unit owners or the association is obligated to pay rent or land use fees for recreational or other commonly used facilities; shall contain a statement identifying that amount of assessment which, pursuant to the budget, would be levied upon each unit type, exclusive of any special assessments, and which shall further identify the basis upon which assessments are levied, whether monthly, quarterly, or otherwise; shall state and identify any court cases in which the association is currently a party of record in which the association may face liability in excess of \$100,000; and which shall further state whether membership in a recreational facilities association is mandatory, and if so, shall identify the fees currently charged per unit type. The division shall by rule require such other disclosure as in its judgment will assist prospective purchasers.

WHEREAS, the Board believes it is in the best interest of the Association to adopt a rule, as contemplated by the above-referenced statute, to create "Form" Frequently Asked Questions and Answer Sheet to be updated annually.

NOW, THEREFORE, the following Rules are adopted.

**9.1** The Board shall update the Frequently Asked Questions and Answer Sheet which is attached hereto as **Exhibit "A"** annually.

FREQUENTLY ASKED QUESTIONS AND ANSWER SHEET

Tollgate Commercial Park Condominium Association, Inc.

As of \_\_\_\_\_, 20\_\_

**Q: What are my voting rights in the condominium association?**

A: An Association member is entitled to one vote for each unit owned. Generally speaking, Unit Owners are entitled to vote for the election of Directors, the level of reserve funding, waiver of certain financial reporting requirements, and amendments to the Declaration, Articles of Incorporation and Bylaws of the Association. Owners are entitled to vote in person or by limited proxy. The election of Directors is conducted at the annual meeting through a balloting procedure. .

**Q: What restrictions exist in the condominium documents on my right to use my unit?**

A: Article 14 of the Amended and Restated Declaration of Condominium, contains restrictions regarding occupancy, pets, advertising and parking. The foregoing is only a listing of some of these restrictions. Additional restrictions may be found in the Amended and Restated Declaration of Condominium and Amended and Restated Rules and Regulations. All prospective buyers are urged to review the Condominium Document carefully.

**Q: What restrictions exist in the condominium documents on the leasing of my unit?**

A: Entire Units may be leased as set forth in Article 15 of the Amended and Restated Declaration of Condominium. All leases shall be for a minimum of period of one (1) years.

**Q: How much are my assessments to the condominium association for my unit type and when are they due?**

A: As the Owner of a Unit in Tollgate Commercial Park, your fee is \_\_\_\_\_ due \_\_\_\_\_.

**Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?**

A: You as an individual Unit Owner are required to be a member of Toll Gate Commercial Center Property Owners Association, Inc. The assessments for the Master Association is \$\_\_\_\_\_, which is included in the assessment for the condominium association.

**Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?**

A. No.

**Q: Is the condominium association or other mandatory membership association involved in any cases in which it may face liability in excess of \$100,000? If so, identify each case.**

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS THERETO, THE SALE CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

**Exhibit "A" to Policy and Procedure #9  
Page 1 of 1**

## 10. FINING/SUSPENSION PROCEDURES

WHEREAS, the Tollgate Commercial Park Condominium Association, Inc. (“Association”) is the corporation charged with the operation, maintenance, and management of Tollgate Commercial Park, a Condominium (“Condominium”); and

WHEREAS, Section 718.303(3), Florida Statutes (2022) provides:

The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association and that an association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner’s tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with the provision of the declaration, the association bylaws, or reasonable rules of the association; and

WHEREAS, Article 4 of the Amended and Restated Bylaws provides:

**4.15 To Levy Fines and Suspend Rights.** The Directors may, pursuant to the Act, impose fines not to exceed the maximum permissible by law (currently \$100.00 per violation and \$1,000.00 for ongoing violations), and/or suspend the right to use Common Elements, common facilities, or any other Association Property, as permitted by the Act, for failure of the Owner of the Unit or any other Person set forth in the Act to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.

**4.15.1** A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be imposed and enforceable for a reasonable amount of time, as determined by the Board, and subject to the confirmation or rejection of the independent committee specified in Article 4.15.3.

**4.15.2** The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days.

**4.15.3** The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), has an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and has an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee appointed by the Board, who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. If the Committee does not approve the proposed fine

and/or suspension, the fine and/or suspension may not be imposed. Should the Association be required to initiate legal proceedings to collect a duly imposed fine or enforce a duly imposed suspension, the prevailing party in an action to collect said fine or enforce said suspension shall be entitled to an award of costs and a reasonable attorneys' fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. The Unit Owner is jointly and severally liable for the payment of fines imposed against and/or enforcement of suspensions imposed upon Occupants, Tenants, Guests, Licensees, and Invitees; and

WHEREAS, the Association is desirous of empowering its Community Association Manager ("Manager") with the authority to initiate the fining and/or suspension process by authorizing the issuance of required notices and otherwise administering the fining and suspension procedure; and

WHEREAS, the Association is also desirous of creating a Compliance Committee (the "Committee"), as contemplated by the Act.

NOW, THEREFORE, it is hereby resolved as follows:

**10.1** The above recitations are true and correct and are hereby incorporated into these Rules.

**10.2** The Committee shall consist of no less than three (3) members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. The Committee members shall serve at the pleasure of the Board. The Committee members may be removed or replaced on motion of the Board, documented in the minutes, without need for further resolution of the Board. The Board has the power to fill vacancies in the Committee and, at any time, remove any member of the Committee with or without cause. The Board also has the power to dissolve such Committee. The Committee may, amongst itself, elect a Chair and, if desired by the Committee, a Vice-Chair.

**10.3** The Manager, in appropriate situations, shall initially address violations through the issuance of a "Notice of Violation," generally in the form attached to these Rules as **Exhibit "A"** or similar form. The Manager may confer with the President and/or legal counsel in attending to this function, but shall be delegated the general authority and responsibility to provide initial notices of violations of the Condominium Documents (which shall include the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and the Rules and Regulations), as well as violations of any policies, resolutions or lawful orders of the Board, or applicable provisions of law; all of which shall be referred to in these Rules as a violation of the Condominium Documents. The Manager may confer with the President and/or legal counsel, but shall be delegated the general authority (subject always to contrary direction by the President or the Board) to determine which violations shall be initially addressed through a warning letter first sent, and which such proceedings may be initiated without the provision of a warning through issuance of a Notice of Violation, referenced above. It shall generally be the policy of the Association to issue prior warnings to first time offenders for minor violations. It shall generally be the policy of the

Association that where a Person sought to be fined and/or suspended has violated the Condominium Documents in the past, or where the alleged violation is sufficiently serious or of the nature not adequately deterred by a warning, as determined by the Manager, Board and/or President, the fining/suspension procedure may be initiated without a prior warning/opportunity to cure.

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

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

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

**10.7** Once the fine and/or suspension is imposed, the Manager shall deliver a "Notice of Imposition of Fine and/or Suspension" in a form generally equivalent to **Exhibit "C"** attached hereto by mail or hand delivery.

**10.8** A suspension pursuant to this provision shall apply to the use rights in all of the Common Elements, except that such suspension shall not apply to Limited Common Elements intended to be used by only the subject Unit, Common Elements needed to access the Unit, utility services provided to the Unit, or parking spaces. Suspension shall be for a reasonable time, as determined by the Board in its levy of the suspension, subject to confirmation by the Committee.

**10.9** The Board may delegate such other powers and duties to the Manager or to such other person as may be necessary or appropriate under the circumstances. The Board may adopt

additional policies and procedures for the Manager or such other persons to follow, or to be utilized in connection with the fining/suspension process, as amended from time to time.

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

**NOTICE OF VIOLATION**

\_\_\_\_\_ [Date Sent]

**FIRST CLASS MAIL**

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

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

The following violations of the Condominium Documents have been noted with regard to the Unit you are occupying at Tollgate Commercial Park Condominium, or the conduct of you, the Unit’s Guests, Licensees, or Invitees.

[Insert violation(s) here including citation to Condominium Documents and as much detail as possible as to date(s), time(s) and place(s) of alleged violation(s).]

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

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

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

**EXHIBIT A – NOTICE OF VIOLATION/Page 1 of 2**

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\*In general 10 days’ notice will be given for correction of most violations. Other violations may result in the initiation of a proposed fine without a prior warning, and this letter would not be used. The Manager has the authority to require more timely compliance, including immediate compliance, in appropriate circumstances, as well as more liberal compliance deadlines, as determined in the discretion of the Manager in consultation with the President.

Very truly yours,

*[Association Manager]*

On behalf of the Board of Directors

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

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

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

*[Board President]*

**EXHIBIT A – NOTICE OF VIOLATION/Page 2 of 2**

**NOTICE OF HEARING**

\_\_\_\_\_ [Date Sent – Recommended to be sent at least 20 days before hearing]

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

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

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

Section 718.303(3), Florida Statutes and the Association’s Fining/Suspension Procedures authorizes Tollgate Commercial Park Condominium Association, Inc. (“the Association”) to levy reasonable fines and/or suspend use rights for a reasonable time for failure of the Owner of a Unit or its Tenants, Licensees, or Invitees to comply with any provision of the Condominium Documents.

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

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

[If suspending, use this paragraph] The Association has also [delete “also” if Association is only suspending and not fining] suspended your Unit’s right to use certain Common Elements, which include the \_\_\_\_\_

\_\_\_\_\_ for a period of \_\_\_\_\_ (\_\_\_\_) days.

Pursuant Section 718.303(3)(b), Florida Statutes, a hearing before the Compliance Committee (the “Committee,” an impartial committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee), will be held on the [day] day of [month] 20[year], at [time] at [place, include address] to determine whether to confirm or reject the fine and/or suspension levied by the Board.

**EXHIBIT B - NOTICE OF HEARING/Page 1 of 2**

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

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

In the event no hearing is held, or if the Committee confirms the fine and/or suspension levied by the Board, the fine and/or suspension will be imposed. If the Committee rejects the fine and/or suspension, it will not be imposed. You will receive written notice of any fine and/or suspension imposed.

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

Very truly yours,

*[Association Manager]*

On behalf of the Board of Directors

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

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

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

*[Board President]*

**EXHIBIT B - NOTICE OF HEARING/Page 2 of 2**

**NOTICE OF IMPOSITION OF FINE AND/OR SUSPENSION**

\_\_\_\_\_ [Date Sent]

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

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

**Re: Notice of Violation Dated [Include date and use only if Notice of Violation was given in advance]; Hearing Held \_\_\_\_\_, 20\_\_\_\_**

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

On \_\_\_\_\_, 20\_\_\_\_ [fill in date of hearing], the Compliance Committee (the “Committee”) confirmed the fine levied by the Board in the amount of [\$\_\_\_\_ per day/\$\_\_\_\_ cumulative, be specific], as authorized by law. [Use only the following sentence where applicable] The Committee also confirmed that your right to use non-essential Common Elements, as defined in the Association’s Fining/Suspension Procedures, including the \_\_\_\_\_

\_\_\_\_\_, be suspended for a period of \_\_\_\_\_ (\_\_\_\_) days, effective \_\_\_\_\_, 20\_\_\_\_. As such, the Board has imposed a fine in the total amount of \$\_\_\_\_ and/or has imposed the suspension for a period of \_\_\_\_\_ (\_\_\_\_) days, the suspension is effective beginning \_\_\_\_\_, 20\_\_\_\_.

**Payment of the fine is due (must be received by the Association) no later than fifteen (15) days after notice of the approved fine is provided to the Unit Owner and, if applicable, to any Tenants, Licensees, or Invitees of the Unit Owner. The suspension applies to all Unit Owners, Tenants, Licensees, and Invitees.** [This paragraph may be edited to be tailored to whether a fine, a suspension, or both have been imposed.]

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

You may remit payment of the fine to the Association, c/o Resort Management, 2685 Horseshoe Drive, #215, Naples, FL 34104. Checks should be made payable to the Tollgate Commercial Park Condominium Association, Inc. If you fail to pay the fine, or violate the Association’s suspension order, the Association reserves all rights available under law to collect the fine and enforce the suspension [edit as appropriate]. These include (but are not limited to) additional suspension of use privileges as may be permitted by law, additional fines as may be permitted by law,

**EXHIBIT C - NOTICE OF IMPOSITION OF FINE AND/OR SUSPENSION/Page 1 of 2**

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

Thank you for your prompt attention to this matter.

Very truly yours,

*[Association Manager]*

On behalf of the Board of Directors

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

**EXHIBIT C - NOTICE OF IMPOSITION OF FINE AND/OR SUSPENSION/Page 2 of 2**

## **11. ELECTRONIC VOTING AND PARTICIPATION FOR ASSOCIATION MEETINGS AND ELECTIONS POLICY**

WHEREAS, Section 718.128, Florida Statutes (2022) provides that an association may conduct elections and other unit owner votes through an Internet-based online voting system and/or the use of electronic notice if a unit owner consents, in writing, to online voting and/or electronic notice and if various requirements are met; and

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

NOW, THEREFORE, it is resolved as follows:

**11.1** 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.

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

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

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

**11.4.1** 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

**11.4.2** 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.

Unless prohibited by law, 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 this Resolution is valid and need not be replaced with a new form.

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

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

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

**11.8** 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.

**11.9** 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 **Tollgate Commercial Park, a Condominium**, 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 **Tollgate Commercial Park Condominium 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

**Exhibit "A" to Policy and Procedure #11  
Page 1 of 2**

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 **Tollgate Commercial Park Condominium 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 #11  
Page 2 of 2**

**REVOCAION 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 **Tollgate Commercial Park, a Condominium**, have previously consented in writing to electronic voting at meetings and elections and/or to receive electronic notice of meetings/elections for **Tollgate Commercial Park Condominium 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 #11  
Page 1 of 1**

## 12. FORM OF UNIFORM ESTOPPEL CERTIFICATE

WHEREAS, Section 718.116(8), Florida Statutes (2022), requires that the Board adopt a Resolution in order to charge a fee for the preparation of Estoppel Certificates requested by a Unit Owner, a Unit mortgagee or their respective designee, unless such charges are set forth in a contract with a manager or management company; and

WHEREAS, the Association is not party to any contract where such charges are specified; and

WHEREAS, the Association desires to adopt a standard form of Estoppel Certificate and authorize a fee in connection with the preparation of Estoppel Certificates, as provided by the statute.

NOW, THEREFORE, the Board adopts and approves the following rule:

BE IT RESOLVED, that the Board President or Treasurer, the Association's Manager or Management Company, or any authorized designee of the Association, is hereby authorized to complete and charge a fee for the completion of an Estoppel Certificate.

Provided that the Estoppel Certificate is delivered within ten (10) business days from receipt of a written or electronic request for an Estoppel Certificate from a Unit Owner or the Owner's designee, or a Unit mortgagee or the Unit mortgagee's designee, the established fee is:

- \$250.00 if the Unit is not delinquent in any monies owed to the Association.
- An additional \$150.00 if there are delinquent monies owed to the Association.
- An additional \$100.00 if the requestor asks for the Estoppel Certificate within three (3) business days.

Simultaneous requests for Estoppel Certificates for multiple Units owned by the same Owner can be completed and delivered in one or more Estoppel Certificates with a fee computed for each Unit as set forth above.

A request will not be deemed received by the Association until the fee is received by the Association or its designee. The Association has no obligation to respond to requests on an expedited basis, but may do so in its discretion. Attorneys' fees incurred by the Association in connection with delinquent Units, including, but not limited to, attorneys' fees incurred to prepare "Payoff Letters," are not included in the above-stated fees.

The maximum fee the Association will charge if it receives simultaneous requests for Estoppel Certificates for multiple Units owned by the same person or entity and where there are no past due monetary obligations owed to the Association shall be \$750.00.

BE IT FURTHER RESOLVED, that the Association adopts the form Estoppel Certificate attached hereto, which may be completed by the persons or entities referenced above. Ministerial changes to the form may be authorized by the person authorized to complete said form without need for Board action.

BE IT FURTHER RESOLVED, that requests for Estoppel Certificates shall be sent as follows:

Tollgate Commercial Park Condominium Association, Inc.  
c/o Resort Management  
2695 Horseshoe Drive S., Suite 215  
Naples, FL 34104  
amerino@resortgroupinc.com  
(239) 649-5526

BE IT FURTHER RESOLVED, that the attached Estoppel Certificate shall be posted on the Association's website, \_\_\_\_\_.

**Tollgate Commercial Park Condominium Association, Inc.  
Resort Management  
2685 Horseshoe Drive, Suite 215, Naples, FL 34104**

**Andres Merino, Manager  
amerino@resortgroupinc.com**

*ESTOPPEL CERTIFICATE*

1. Date of issuance: \_\_\_\_\_, 20\_\_
2. Name(s) of Unit Owner(s) as reflected in the books and records of the Association:  
\_\_\_\_\_  
\_\_\_\_\_
3. Unit Designation (Number) and Address: \_\_\_\_\_  
\_\_\_\_\_
4. Parking or garage space identification for this Unit: \_\_\_\_\_ .
5. Is Account in collection with Attorney?  Yes or  No  
Attorney Name: Becker & Poliakoff, P.A.  
Attorney Contact Information: David G. Muller; dmuller@beckerlawyers.com  
Payoff information may be requested at: FTMNAP-payoffs@beckerlawyers.com
6. Fee for the preparation and delivery of this Estoppel Certificate: \$250.00 if account not delinquent; additional \$150.00 for delinquent accounts; \$100.00 for expedited requests (the Association does not undertake to agree to expedited requests). Please note: The Estoppel Certificate request will not be processed until the required processing fee has been paid to the Association. Make check payable to "Tollgate Commercial Park Condominium Association, Inc." The fee applicable to this Estoppel Certificate is \$\_\_\_\_\_. Please note that when an account has been placed with legal counsel, legal fees required for the issuance of Payoff Letters are in addition to the fee payable for the preparation of this Certificate. Checks should be delivered to the following address: Resort Management, 2685 Horseshoe Drive, Suite 215, Naples, FL 34104.
7. Name of the requestor: \_\_\_\_\_
8. Assessment information and other information:

**Assessment Information**

- a. The regular periodic assessment levied against the Unit is:  
\$\_\_\_\_\_ per  Month,  Quarter,  Year,  Other \_\_\_\_\_
- b. The regular periodic assessment is paid through: \_\_\_\_\_, 20\_\_

c. The next installment of the regular periodic assessment is due \_\_\_\_\_, 20\_\_  
in the amount of \$ \_\_\_\_\_

d. An itemized list of all assessments, special assessments and other moneys owed on the date of issuance to the Association by the Unit Owner for a specific Unit is (*two boxes may be checked if applicable*):

- Attached hereto
- Available from the collection attorney referenced above
- None

e. An itemized list of any additional assessments, special assessments and other moneys that are scheduled to become due for each day after the date of issuance for the effective period of the Estoppel Certificate is (*two boxes may be checked if applicable*):

- Attached hereto
- Available from the collection attorney referenced above
- None

**Other Information**

f. Is there a Capital Contribution Fee?  Yes or  No

Is there a Resale Fee?  Yes or  No

Is there a Transfer Fee?  Yes or  No      Amount: \$ \_\_\_\_\_

*See Section 16.5 of the Amended and Restated Declaration of Condominium, which provides that the Association may impose a transfer fee not to exceed the maximum permitted by law.*

g. Is there any open violation of the Condominium Documents, including the Declaration of Condominium or Rules or Regulations, for which notice has been given to the Owner and where such notice is reflected in the Association official records?  Yes or  No

h. Do any of the Condominium Documents, including the Declaration of Condominium or Rules or Regulations of the Association applicable to the property require approval by the Board for the transfer of the Unit?  Yes or  No

*See Section 16.2.1 of the Amended and Restated Declaration of Condominium, which provides that no transfer of ownership of a unit shall occur without prior written approval of the Board of Directors.*

If yes, has the Board approved the transfer of the property?  Yes  No  Pending

i. Is there a right of first refusal provided to the members or the Association?  
 Yes or  No

See Section 16.4 of the Amended and Restated Declaration of Condominium.

If yes, have the members or the Association exercised that right of first refusal?

Yes

No

N/A. The transfer has been approved so the right of first refusal has been waived.

Pending. Right of first refusal is not triggered unless Association disapproves without good cause and Owner has made written demand for Association to exercise its right of first refusal. Application/approval processing still in progress.

j. Is there more than one Association to which the Owner of this property is a member?

Yes or  No

If yes, please provide contact information:

Association name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact number: \_\_\_\_\_

Association name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Contact number: \_\_\_\_\_

k. Names, addresses and phone numbers for all insurance maintained by the Association:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(NOTE: The above information is the contact information for the Association's insurance agent. Copies of insurance policies are on file with the Association and are available for inspection and copying as provided by law.)

9. Is there any other type of fee?  Yes or  No

(LIST ALL OTHER FEES OR MONEYS THAT ARE DUE FROM THE OWNER(S) AND/OR UNIT AND/OR WHICH ARE CHARGED IN CONNECTION WITH UNIT TRANSFERS)

	Type of Fee	Amount	When Due/Payable
1.			
2.			
3.			

**THE ABOVE INFORMATION IS TRUE AND CORRECT. EXCEPT AS SPECIFICALLY PROVIDED BY LAW TO THE CONTRARY, THE ASSOCIATION DOES NOT WAIVE OR INTEND TO COMPROMISE ANY LEGAL RIGHTS IT MAY HAVE BY THE COMPLETION OF THIS CERTIFICATE. THE RESPONSES HEREIN ARE MADE IN GOOD FAITH AND TO THE BEST OF MY ABILITY AS TO THEIR ACCURACY.**

TOLLGATE COMMERCIAL PARK CONDOMINIUM ASSOCIATION, INC.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_

If this Estoppel Certificate is hand delivered or sent by electronic means, it is effective for thirty (30) days from the date hereof, as set forth immediately above. If this Estoppel Certificate is sent by regular mail, it is effective for thirty-five (35) days from the date hereof, as set forth immediately above.