## TRA VIGNÉ CONDOMINIUM ASSOCIATION, INC.

#### C/O SEACREST SOUTHWEST

1044 CASTELLO DRIVE, SUITE #206 NAPLES, FLORIDA 34103-1900 (239) 261-3440

### **Purchase Application Check-Off Sheet**

If your application does not have the following attached, it will be returned to you, delaying your approval:

WIII	be reformed to you, delaying your approval.
	A completed and legible <b>Application</b> . Please make sure the applicant(s) have signed the application.
	Two completed <b>Character Reference Forms</b> (see attached.) (Not applicable to previous tenants or current owners within Tra Vigné.) Please have these forms completed and signed by someone (non-related) that has known the applicant(s) for a considerable amount of time.
	Completed and signed <b>Pet Registration Form</b> . Please sign and return even if there are no pets.
	Completed and signed <b>Acknowledgement and Authorization Form</b> for <u>each</u> applicant/occupant who is a US-citizen/resident age 18+. Foreigners please provide legible copy of ID or Passport.
	A legible copy of the executed <b>Sales Contract</b> signed by both parties.
	\$150 non-refundable Application Fee. (Not applicable to current owners within Tra Vigné.)-Separate applications & Fee must be completed for co-applicants (married couple is one applicant) Paid by check or money order, please make payable to: Tra Vigné Condominium.

If you should have any questions regarding the application procedure, please contact our Sales/Lease Coordinator, at the number shown above. **Thank you!** 

## Tra Vigné Condominium Association, Inc. C/o Seacrest Southwest

1044 Castello Drive, Suite 206, Naples, FL 34103 (239) 261-3440 Email: rviera@swpropmgt.com

#### APPLICATION FOR APPROVAL TO PURCHASE OR LEASE A CONDOMINIUM UNIT

apply for approval to <u>Purchase</u> pership in the Condominium Assed.  apply for approval to <u>lease</u> unit g and ending  0) days or more than three (3) to the consideration of this application of that any falsification or misreprese equiry concerning this application, my background.  PLEASE TYPE OR PRINT LEGIBLE of Spouse (if any)	unitat Tra Vigné, a Condominium, and sociation. A complete copy of the signed sales contractat Tra Vigné, for the period This unit must not be leased for less than times per year. A complete copy of the signed lease is son, I represent that the following information is factual and entation in this application will justify its disapproval. I consent particularly of the references given below and a criminal sty THE FOLLOWING INFORMATION			
pership in the Condominium Assed.  apply for approval to lease unit g and ending  0) days or more than three (3) to the consideration of this application of this application of this application of the pulliple of the consideration of this application of the pulliple of the consideration of this application of the pulliple of the consideration of this application, my background.  PLEASE TYPE OR PRINT LEGIBLE of Applicant:	at Tra Vigné, for the period at Tra Vigné, for the period This unit must not be leased for less than times per year. A complete copy of the signed lease is on, I represent that the following information is factual and entation in this application will justify its disapproval. I consent particularly of the references given below and a criminal sty THE FOLLOWING INFORMATION Date of Birth:			
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e of Applicant:	Date of Birth:  Date of Birth:			
e of Spouse (if any)	Date of Birth:			
ldress:				
MI 633.				
	Cell #			
ldress:				
f Business or Profession:				
former business or profession				
y or Firm Name & Address:				
The condominium documents of <b>Tra Vigné</b> provide for the obligation of unit owners that all units are to be used as single-family residences only. Please state the name and relationships of all other persons who will be occupying the unit on a regular basis.				
	dominium documents of <b>Tra Vi</b> q to be used as single-family resid			

8.	Name of current or most recent landlord:						
	Address:						
	City/State/Zip:		Phone ()				
9.	Two personal references (non-	family memb	ers)				
	Please have Character Refere	nces complet	ed and the attach the form	s with the application			
10.	Two credit references (local if	Two credit references (local if possible) – Example: Bank or Credit Card Company					
	Name:		Phone () _				
	Address:						
	Name:		Phone () _				
	Address:						
11.	Person to be notified in case of	emergency:					
	Name:		Relationship				
	Address:						
	City/State/Zip:		Phone ()				
12.	Make of car to be kept at the vehicles and pick-up trucks pe		•				
	Model/Make:	Year	License PL #	State			
	Model/Make:	Year	License PL #	State			
	Please note: Owners, residing to Must use unit garage & drivew	=	ers & tenants cannot use gu	est parking spaces.			
13.	Mailing address for notices co	nnected with	this application:				
	Name:		<u> </u>				
	Address:						
	City/State/Zip:		Phone () _				
14.	(If this transaction is a sale, ple I am purchasing this unit with the Reside here on a full-time Reside here part-time; Lease the unit I/we will provide the Association closing.	<b>he intention to</b> ne basis; or	o:	ten (10) days after			

- 15. I am aware of and agree to abide by the Declaration of Condominium for Tra Vigné at the Vineyards, a Condominium, the Articles of Incorporation, Bylaws and any and all properly promulgated rules and regulations. I acknowledge receipt of a copy of the Association rules.
- 16. I understand and agree that the Association, in the event it approves the lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Declaration of Condominium for Tra Vigné the Association's Bylaws, and the rules and regulations of the Association.
- 17. Renter and/or guests are prohibited from having pets at **Tra Vigné** at any time.
- 18. An owner's pet is not allowed unless registered and with approval of the Board of Directors (see attached Pet Registration form). Any pet must comply with all state/county licensing requirements.
- 19. Owners are allowed no more than two (2) small pets of a normal domesticated household type defined and limited to a cat, dog or bird in a cage.
- 20. Pet(s) weight may not exceed twenty-five (25) pounds.

21.

Officer or Director

21.	All units above the ground floor shall always have the floors covered with wall -to - wall 0carpeting over high quality padding, (except carpeting is not required in kitchens, bathrooms, or laundry rooms) unless approved in writing by the Board of Directors.				
	<ul> <li>This is first floor unit.</li> <li>This unit is a second-floor unit and has wall - to - wall carpeting in all rooms except kitchen, bathrooms, and laundry room.</li> <li>This is a second-floor unit and has a hard surface floor in a room other than, kitchen, bathrooms, and laundry room. Attach a copy of written approval. Failure to disclose such an installation may result in the Board required removal by the new owner.</li> </ul>				

AUTHORIZATION: I/We hereby authorize Seacrest Southwest and/or Tra Vigné Condominium Association to verify all information contained on the application and conduct a full background check, including but not limited to credit, employment, income, eviction and criminal and authorize that they contact any persons or companies listed on the application

Dated:	Applicant's Signature
	Applicant's Signature
Please complete and return this anni	ication, Reference letters, copy of sales or lease contract, along
· · · · · · · · · · · · · · · · · · ·	cation fee payable to: Tra Vigné Condominium Association, Inc.
· · · · · · · · · · · · · · · · · · ·	

Date:

## TRA-VIGNE AT THE VINEYARDS CONDOMINIUM ASSOCIATION, INC.

#### PET REGISTRATION

Please send fully completed form to <b>Tra-Vigne</b> Condominium A	Association, Inc. c/o Seacrest
Southwest, 1044 Castello Drive, Suite #206, Naples, FL 34103.	Telephone: (239)261-3440 -
Fax: (239)261-2013.	

To the Board of Directors:

I/We are hereby registering the following pet(s) which will be kept at our home as required by the **Tra-Vigne** Condominium Association Rules and Regulations:

#1 Pet -	Provide a brief description of the pet, including type, breed, color, approximate size, etc.	
	Does this pet have any history of aggressive behavior towards humans or other pets?	
	NO	
#2 Pet -	Provide a brief description of the pet, including type, breed, color, approximate size, etc.	
	Does this pet have any history of aggressive behavior towards humans or other pets?  YES  NO	
	1E3	
	wledge having read the section of the Tra-Vigne Condominium Association Rules ions pertaining to pets, and agree to comply with the provisions of this section.	
Signature of	f Home Owner	
Signature of	f Home Owner_	
Date:		

## **SEACREST SOUTHWEST**

1044 CASTELLO DRIVE, SUITE #206 NAPLES, FLORIDA 34103-1900 (239) 261-3440

#### **Character Reference Form**

, 20
(Date)
Reference's Name (Please print):
Street Address:
City, State & Zip:
Telephone #:
RE: Applicant's Name:
Association Applying To: TRA VIGNÉ CONDOMINIUM ASSOCIATION, INC.
To Whom It May Concern:
The applicant(s) named above is applying for membership in a Condominium or Homeowners' Association in Southwest Florida. The Board of Directors would appreciate it if you would furnish us with whatever information you consider pertinent regarding the character and stability of the applicant(s).
Upon completion, please return this form to the Applicant. This completed Character Reference Form MUST be sent with the application in order for the Board to approve their lease or sale.
Thank you for your assistance in this matter!
Very truly yours,
Sales & Lease Coordinator
How do you know the applicant(s)?
Reference's Signature

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Thank you for your assistance in this matter!
Very truly yours,
Sales & Lease Coordinator
How do you know the applicant(s)?
Reference's Signature

## Acknowledgment and Authorization For Background Check

I acknowledge receipt of the separate documents entitled DISCLOSURE REGARDING BACKGROUND INVESTIGATION, A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and the DISCLOSURE FOR INVESTIGATIVE CONSUMER REPORT and certify that I have read and understand those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" by the Company at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Verified First, Phone: 844-709-2708 / 844-709-2708, Fax: 208-848-3204, 1120 S Rackham Way, Suite 300, Meridian, ID 83642, https://www.verifiedfirst.com and/or Company itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

I understand that by checking the "I AGREE" box, typing my name and the last four digits of my Social Security Number or User ID, and clicking on the "SIGN ACKNOWLEDGMENT" button below, constitutes my electronic signature, dated as of when I click on the "SIGN ACKNOWLEDGMENT" button, and that by doing so:

• I am authorizing Verified First to conduct the background check(s) described above

City

**Applicant Signature** 

- I am consenting to use electronic means to sign this form and have read and understand the above disclosure
- I acknowledge I may request a hard copy of this Disclosure and Authorization form after agreeing to the background check electronically by calling Verified First at Phone: 844-709-2708 / 844-709-2708. Fax: 208-848-3204

I agree.					
Signature					
Print Name				Date	
	DIE	ASE COMPLI	ETE ALL ET	ELDS RELOV	V
	PLE	ASE COMPL	ETE ALL FI	ELDS BELOV	V
Last Name	PLE	ASE COMPL	ETE ALL FI	ELDS BELOV	
					check box if no middle nan
Social Security Number* #		First Name  Date of Birth* month		Middle Name Email Address	check box if no middle nan
Last Name  Social Security Number* #  Driver's License Number  CURRENT ADDRESS	##-##-###	First Name  Date of Birth* month	/date/year	Middle Name  Email Address	check box if no middle nan

Revision 07/21/23 www.VerifiedFirst.com

**Date** 

Zip

State \*This information will be used for background screening purposes only and will not be used as hiring criteria. **Dates of Employment** 

## **Disclosure Regarding Background Investigation**

Verified First, the "Company," may obtain information about you from a third party consumer reporting agency for to work purposes. Thus, you may be the subject of a "consumer report" which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history (including income), or other background checks.

history, criminal history, social security verification, motor vehicle records ("driving records"), verification of your education or employment history (including income), or other background checks.

You have the right, upon written request made within a reasonable time, to request whether a consumer report has been run about you and to request a copy of your report. These searches will be conducted by Verified First, Phone: 888-670-9564, Fax: 208-266-2310, Mailing Address:, 1120 S Rackham Way, Suite 300, Meridian, ID 83642. To the extent permitted by law, the Company may obtain consumer reports from any outside organization throughout the course of your to work.

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and certify that I have read and understand this document.

Print Name

Date

# Tra Vigné Condominium Association, Inc.

# Rules & Regulations 2.2025

Seacrest Southwest 1044 Castello Drive, Suite 206 Naples, FL 34103-1900 (239) 261-3440 • Fax (239) 261-2013

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#### INTRODUCTION

Condominium living is quite different than living in a traditional single-family home. A condominium has many advantages, including the performance by others of routine tasks like landscaping, mowing the grass and maintaining the exteriors of our buildings. Each owner shares in the use of common elements such as the pools at a much lower cost compared to individual ownership. Along with the advantages come some disadvantages. These include a more confined living space and more of an obligation to our neighbors and friends to be considerate of noise and other activities, hence the need for some basic rules.

Each of us collectively shares the responsibility for maintaining our community. To carry out those responsibilities you have elected a Board of Directors who are, in turn, responsible to the community for enforcing and revising, when necessary, the Rules and Regulations as required by your Tra Vigné Condominium Documents.

The Rules and Regulations are an extension of the Vineyards Community covenants modified as necessary to suit our Tra Vigné Condominium Association. Legally, you agreed to comply with all provisions of these documents when you purchased your units. The requirement for compliance flows through to members of your family, guests, and lessees (if any). As an owner, you share in the liability, which goes hand-in-hand with compliance.

Each of us is expected to share and enjoy these facilities with our neighbors in peace and tranquility and with due consideration. The largest of these, and the most visible, are the common elements over which we have collective (not individual) responsibility and control.

Your condominium Board of Directors meetings are open to all members. Please attend them whenever possible and please join one or more of our committees as we work to make Tra Vigné the best possible environment for us to enjoy our lives.

#### VINEYARDS GOVERNING DOCUMENTS

The Vineyards is the overall community in which Tra Vigné is a part. It has its own master set of covenants. Each of us is bound to comply with those covenants, except as modified for our own community. We may therefore extend the language of our own rules to go beyond those of the Vineyards.

#### **COMMON SENSE AND GOOD NEIGHBORS**

As in all things, common sense and neighborliness always apply. PLEASE DO NOT EXPECT THE BOARD TO LEGISLATE ON EVERY LITTLE DETAIL. In the absence of rules on a subject, we are all expected to apply our best judgment and BE CONSIDERATE OF THE RIGHTS AND PRIVILEGES OF OUR NEIGHBORS FOR THE PEACEFUL ENJOYMENT OF OUR COMMUNITY. UNIT OWNERS (THEIR LESSEES, FAMILIES, GUESTS, AND INVITEES) MUST NOT PERMIT ANY USE OR PRACTICE THAT UNREASONABLY DISTURBS OR ANNOYS THE OTHER RESIDENTS OR THAT INTERFERES WITH THE PEACEFUL USE AND POSSESSION OF CONDOMINIUM PROPERTY. Nuisances, immoral, careless, or illegal acts that would increase risk or liability of The Tra Vigné Association or property, as well as violations of these Rules and Regulations are strictly prohibited.

#### **CONDOMINIUM DOCUMENTS**

The Rules and Regulations referenced herein supplement the amended and restated Declaration of Master Covenants, Conditions and Restrictions, By-laws and Articles of Incorporation for Vineyards Community Association Inc. and Declaration of Condominium of Tra Vigné, the Articles of Incorporation, and the By-Laws.

#### **LEASING**

Notice: An owner intending to lease his unit; in the owner's absence, must give to the management company: (1) written notice of each intention on the "Application" form furnished by the management company; (2) a copy of the proposed lease at least twenty (20) days prior to the proposed transaction. The Board may reasonably require other information from the unit owner as it reviews these two required items.

<u>Approval</u>: After the required notice and all information requested has been received, the Board or its designee shall approve or disapprove the proposed lease within twenty (20) days. If the Board or its designee neither approves nor disapproves within the time stated above, such failure to act shall be deemed the equivalent of approval.

<u>Disapproval</u>: Approval of a unit lease agreement shall be withheld if a majority of the Board so votes and in such case, the occupancy shall not be permitted. THE BOARD MAY NOT APPROVE THE OCCUPANCY BY A LESSEE IF THE PAYMENT OF ANY ASSESSMENTS FOR THAT UNIT ARE IN ANY WAY DELINQUENT.

<u>Failure to Give Notice</u>: If proper notice is not given, the Association, at its election, may approve or disapprove the occupancy of the lessee without prior notice. If it disapproves, the Association shall proceed if it received notice on the date of such disapproval; however, the proposed occupant may provide the Board with the required notice and request reconsideration.

Any lease entered without approval or in violation of the above provisions shall at the option of the Board be voided and the Board shall have the right to evict the occupant with five (5) days' notice without securing consent to such eviction from the unit owner. Any and all expenses associated with the application of these restrictions and/or the eviction shall be paid by the unit owner.

<u>Application</u>: Applications for authority to occupy a unit shall be made to the management company on such forms and include such terms as the Board may from time to time provide.

That legal responsibility for paying condominium assessments may not be delegated to the lessee. An application fee of \$150.00 must be included with each application to lease.

<u>Term and Frequency of Occupancy</u>: No unit may be leased (when the unit owner is not present) more than three (3) times per calendar year. No unit may be leased for a period of less than ninety (90) days. No subleasing or assignment of lease or occupancy rights is allowed unless the sublessee or sub-tenants are approved by the Board pursuant to the provisions of this section.

Occupancy in Absence of Lessee: If a lessee absents himself from the unit for any period of time during the lease term, his immediate family already in residence may continue to occupy the unit and may have house guests subject to all the restrictions in Sections 23 and 13.4 above. If the lessee and all the immediate family members mentioned in the foregoing sentence are absent, no other person may occupy the unit except the unit owner.

Occupancy During Lease Term: No one but the lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom.

<u>Lessee Pets</u>: The Tra Vigné Declaration expressly prohibits pets in leased units.

#### **LANAIS**

Clothing, beach towels, and bathing suits shall not be hung out to dry in any fashion on lanais.

No carpeting of any kind may be affixed to concrete or wood flooring surfaces exposed to the elements without prior written board approval.

Propane gas or propane grills are not allowed on lanais, driveways or inside garages due to the associated combustion hazard. Florida law prohibits storage of propane gas in garages or any enclosed structures.

No flags or signs, or the like shall be displayed on the lanai.

When the unit owner is absent from the unit for thirty (30) days or more, all movable items such as furniture, plants, tables, lamps and etc. must be removed from their lanai and entrance way, and placed inside their unit unless protected by closed and approved hurricane shutters. This is especially important during hurricane season but is applicable at all times because of weather phenomena.

#### ENTRANCE WAYS/WALKWAYS/MAILBOXES.

Entranceways and/or walkways are to be clear of toys, bicycles, strollers, baskets, or anything that obstructs free and clear access.

No banners or other items may be hung, posted, or otherwise displayed on or in entrance of walkways, with the exception of decorative wreaths or ornamental displays on the entrance door.

Such decorative items, of course, must be of good taste and must not impede access or egress.

NOTHING IS TO BE ATTACHED TO/OR DISPLAYED FROM THE MAILBOX POST.

#### **HOLIDAY DECORATIONS**

Other than white or clear lights at the front entrance to Tra Vigné, no holiday decorations are to be displayed on any common property. <u>Holiday decorations of a personal nature are limited to inside</u> the homeowner's unit.

#### **COMPLAINTS AND REQUESTS FOR ACTION**

To ensure proper documentation and follow-up, any unit owner who wants to report a problem or a complaint with reference to occupancy, violation of the Rules and Regulations, parking, or any other matter, may send an email to the property manager at <a href="mailto:shagedorn@swpropmgt.com">shagedorn@swpropmgt.com</a>.

#### MINORS AND CHILDREN

It shall be the responsibility of the unit owners, lessees, occupants and guests to properly supervise their children at all times. While we all love visits from our grandchildren, please keep in mind that, unlike single family houses, our neighbors are very close by.

#### OVERALL APPEARANCE OF BUILDINGS/ GROUNDS AND THEIR USE

The Common Elements shall not be obstructed, littered, defaced or misused in any manner. Apart from those items approved by the Board, no signs, flags, advertisements, notices, or lettering may be displayed, exhibited, inscribed, painted, or affixed in or upon any part of the common elements or any part of a unit so as to be visible outside of the unit. No unattended benches, chairs or other furniture are to be placed anywhere outside of the unit or lanai. Specifically, no awning, canopy, shutter, air conditioning unit or other projection shall be attached to, hung upon, displayed, or placed upon the outside walls, doors, windows, roof, or other portions of the building or on the common elements. Hurricane shutter, sliding glass doors and screened entry doors must be approved in advance by the Board of Directors on an architectural modification form.

All curtains, draperies and/or blinds covering windows must provide a white or off-white appearance from the outside.

No signage of any type (except that of Association business) may be displayed or posted anywhere on the condominium property, including security company alert signs.

Climbing or playing on air-conditioning units, trees, pedestals, transformers, and light posts is prohibited.

Alteration, paint, repair, refurbishing, or other changes to the external structure of your unit is prohibited, except with Board of Directors approval.

No unlawful, immoral or offensive use shall be made of Association property.

No firearms shall be permitted to be discharged from any place on Association property except as might be permitted in an emergency under the applicable laws of the State of Florida. "Firearms" for the purpose of this document shall include, but not be limited to rifles, shotguns, pistols, B-B or pellet guns and sling shots.

Bicycles, garden hoses and hose holders must be stored in the garage when not in use.

#### **ACCESS GATE**

Never allow unauthorized or unknown persons access to the community entrance codes and/or gate transmitters shall not be distributed to anyone who is not a unit owner or lessee.

#### LANDSCAPING

- 1. Except with prior Board approval nothing is to be PLANTED, REMOVED, ADDED or ALTERED in the <u>common elements and common areas</u>. Planting of annual flowers in garden areas adjacent to buildings and around tree rings also require prior Board approval.
- 2. Only annuals in pots are allowed in the common areas immediately adjacent to your unit, so long as these objects do not obstruct ingress or egress in any fashion.
- 3. Nothing shall be attached to or hung from any tree, plant, or shrub.
- 4. All potted annuals, as well as empty pots, must be removed prior to extended absences by the owner. Items left outside are unsightly and they are a severe hazard during the tropical storm season. They will be removed with a disposal charge to the unit owner. The pots will not be stored. Stains and damage caused by these containers will be the unit owner's responsibility

#### **PETS:**

- 1. An owner's pet is not allowed unless registered and with approval of the Board of Directors (Pet Registration form is available on-line). Any pet must comply with all state/county-licensing requirements.
- 2. Owners are allowed no more than two (2) small pets of a normal domesticated household type defined and limited to a cat, dog, or bird in a cage.
- 3. Renters and/or guests are prohibited from having pets at Tra Vigné at any time.
- 4. Pet(s) weight may not exceed 25 pounds
- 5. Pets must be kept on leashes when outside the unit.
- 6. The owner is responsible for picking up and hygienically disposing of all pet waste. Pets are not allowed in the pool/recreational area.
- 7. Pets should not be left unattended while outside the unit.
- 8. Loud prolonged barking is extremely annoying to other residents. This behavior must be addressed by the pet owner. Any pet creating a disturbance, annoyance or threat to the health or safety of others must be removed upon five (5) days written notice.
- 9. The Pet Rules and Regulations of the Vineyards Community Association apply to the pets of any owners.

#### ROADWAY PARKING AND VEHICLES

- 1. Please keep our roadway safe. Vehicles should stop upon entering or leaving our complex and proceed slowly. We have children and adults walking on our roadways and they have the right- of-way.
- 2. Only private automobiles, sport utility vehicles, and passenger-type vans are allowed to be parked in any open parking area.

While motorcycles, pickup trucks and small commercial vehicles are allowed, they must be housed in closed garages at all times.

- 3. Parking on the street is only permitted during entertaining. No overnight extended parking on the street is permitted for any reason. Vehicles should be kept in the garage(s) or on the driveway at all times.
- 4. Garage doors are to be kept closed when not in use for entry or exit. (VCA Rule).
- 5. Boats, trailers, larger recreational vehicles, motor homes and commercial vehicles are not allowed to be parked in Tra Vigné. (VCA Rule)
- 6. Vehicles must be operable and be currently licensed at all times. Storage of vehicles (licensed or unlicensed) is not allowed, except within a unit owner's garage. (VCA Rule)
- 7. No maintenance, other than washing, or repair of vehicles is allowed on Tra Vigné premises.
- 8. No vehicle of any kind is allowed that displays advertising unless it is parked within the unit owner's garage.
- 9. Only properly licensed drivers are permitted to drive on the road
- 10. No go-carts or other similar motorized vehicles are permitted on the roads.
- 11. All fire lane signs must be strictly followed and adhered to.
- 12. The speed limit of 15 mph must be adhered to and should be considered the absolute maximum speed.
- 13. All community parking spaces are guest GUEST PARKING ONLY unless marked otherwise. Owners and tenants are prohibited from parking in all guest parking spaces.

#### **POOL RULES AND REGULATIONS:**

- 1. Pool Hours: Dawn to Dusk.
- 2. No lifeguard is on duty. All unit owners, residents, lessees, guests, and family members swim at their own risk.

- 3. Children under the age of twelve (12) are not allowed in the pool area unless accompanied by an adult. All children are the sole responsibility of the parent or guardian and must be supervised by an adult.
- 4. Pool occupants must always wear proper swimming attire. No "cut-offs" or street clothing is permitted to be worn within the pool.
- 5. Children in diapers are allowed in the pool when the diaper is covered with a waterproof covering or one which is specifically designed for infant swimming.
- 6. No diving and or jumping into the pool
- 7. No climbing or standing on the ladder rails.
- 8. No persons other than guests, friends, or relatives of the unit owners or lessees are allowed to have access to the pool area.
- 9. Pets are not permitted on the pool deck or in the pools.
- 10. Loud noises (shouting. squealing. and screeching must be kept to a minimum in consideration of all residents. Adults must carefully monitor, in consideration of others, their children's activities.
- 11. Individuals with infections, open cuts, and wounds are not allowed to use the pool.
- 12. No ball playing, frisbee throwing, rollerblading, horseplay, running, or bike riding allowed in the pool area.
- 13. Radios, CD's, tape players, etc., are not permitted unless used with headset.
- 14. Chairs and lounges are not to be removed from the pool area. Chairs or lounges may not be reserved by placing towels or notices on them. All chairs or lounges are on a "first come first served" basis.
- 15. Floats, air mattresses, toys and similar floating devices are permitted only when they do not restrict the use of the pool by others.
- 16. All persons using the poo1/pool deck are asked to help keep the area clean, rearrange furniture and lower umbrellas.
- 17. Residents/Visitors using the pool should not touch or interfere with the pool equipment (motors, heaters, valves, etc). The changing of the heat settings is strictly prohibited.
- 18. Pool hoses are for pool use only, owners are prohibited from using hoses for personal use or child's play.

#### **BARBECUE GRILLS:**

Propane barbecue grills are not permitted on lanais, or other common or limited common areas. Propane grills or propane tanks are not to be stored in any garages or units, as they are extremely hazardous and prohibited by Florida law. Electric or charcoal type grills are permitted but should be attended to at all times. They should be cooled properly and must be stored away after each use.

#### **IRRIGATION SYSTEM**

Tampering or adjusting the irrigation system is not permitted. Collier County dictates that we water no more than 2 days a week and that we do so during the night time hours. If you have an irrigation problem, please inform our management company by sending an email to the property manager at <a href="mailto:shagedorn@swpropmgt.com">shagedorn@swpropmgt.com</a>.

#### **ASSESSMENTS**

Full assessment payments are due as noted on the coupons. If full payment is not received on or before the due date, the Association's collection procedure automatically commences and could include interest charges, penalties and attorney fees imposed on delinquent owners. Please remember that regular quarterly assessments are due January 1, April 1, July 1, and October 1, of each year. These payments are due even if you do not receive your coupon. If you have a question or feel you have an incorrect coupon, promptly bring this to the attention of the management company. A copy of the Association's collection procedure may be obtained from the management company.

#### OUTSIDE LIGHTING - WASH DOWN OF GARAGE / ENTRANCE WAYS

The light bulbs in the light posts are changed by the janitorial service, using proper wattages. Unit owners should not change these bulbs themselves because improper bulbs could damage the light fixtures. The entranceways will be cleaned by our janitorial service. This service is designed to remove bugs and general debris and will not include door or window washing.

#### METHODS OF ENFORCING RULES AND REGULATIONS

Every unit owner and his tenants, guests, invitees, and agents, shall comply with all Rules and Regulations as they exist and may be adopted in the future by the Board of Directors.

Failure to comply with these Rules and Regulations may be grounds for monetary fines, injunctive relief, or any combination thereof. The condominium documents provide information on the procedures and relief available to enforce the Association's Rules and Regulations.

#### **ENFORCEMENT-FINES-HEARING**

A. Every resident, unit owner and occupant shall comply with these rules and regulations as set forth herein, and all rules and regulations, which from time to time may be adopted, and the provisions of the Declaration, By-laws and Articles of Incorporation of the Association (as amended from time to time) to the extent applicable. Failure of a unit owner, lessee, or guest to comply shall be grounds for legal action, which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and other appropriate relief.

- B. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine may be imposed upon an owner for failure of an owner, his family, lessees, guests or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration or Articles of Incorporation or By-laws, provided the following procedures are adhered to:
- 1. Notice The Association shall notify the owner and/or the occupant of the reported or alleged infraction or infractions via certified mail.
- 2. Notice The second notice of violation will include a date and time of the next Hearing Committee meeting at which time the owner and/or occupant shall present reasons why a fine should not be imposed. The owner or occupant may be represented by counsel and may cross-examine witnesses.
- 3. Hearing The alleged infraction shall be presented to the Hearing Committee (a committee of unit-owners). The committee shall hear the reasons why a fine should not be imposed. A written decision of the committee shall be submitted to the Board of Directors, who will then notify the owner and/or occupant no later than twenty-one (21) days after the hearing of their determination
- 4. Amount The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's By-laws and by the Florida Condominium Act.
- 5. Payment of Fines Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- 6. Application of Fines All monies received from fines shall be allocated as directed by the Board of Directors.
- 7. Infractions Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.
- 8. Non-exclusive remedy These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.
- 9. Complaints All complaints shall be submitted in writing to the Property Manager as noted on the front cover or via the website.

#### **HURRICANE RESPONSIBILITIES**

Your personal safety is your responsibility. You may choose to evacuate or stay, subject to official orders from Collier County authorities. Please consult the numerous publications concerning "what to do in a hurricane."

Your responsibility before leaving in the event of a hurricane or leaving for the season, June 1st, is as follows:

- a. Remove all flowerpots to either your garage or inside your unit.
- b. Lanais without shutters: Remove all furniture to the inside of the unit.
- c. The Management Company is to make sure all pool furniture is put away or into the pools. Help from unit owners may be needed and will be appreciated.

#### **OFFICIAL POSTING**

All official communication from the Board to owners will be communicated via email, unless required to be mailed by Florida Statute.

#### **REFUSE**

Garbage pick-up days are Wednesday and Saturday. Recycling pick-up is Wednesday.

Canisters cannot be placed curbside prior to 6 pm the day before garbage pickup and all canisters must be returned to the garage no later than 6pm the day of pickup. This is not only a community rule, but also a Collier County Ordinance.

All Bulk items require the owner to make special arrangements with Waste Management through the Collier County Utility Department. Items cannot be placed curbside prior to the intended pickup day and any items left must be returned to the owner's garage.

# Tra-Vigne' Condominium

December 2024

Unaudited

**Financial Statements** 

Prepared By



1044 Castello Drive, Suite 206 Naples, FL 34103 (239) 261-3440

#### **Fund Balance Sheet**

Portfolios: Tra-Vigne' Condominium Association, Inc.

**As of:** 12/31/2024

**Accounting Basis:** Accrual

**GL Account Map:** Tra-Vigne Condominium Association, Inc.

Level of Detail: Detail View

Account Number	Account Name	Operating	Reserve	Total
	ASSETS			
	Cash			
101	Operating Bank	71,935.56		71,935.56
163	Reserve Account -MidFL Business- Mem⊡ership ⊡4220		100.00	100.00
163-1	Reserve - MidFL 18mth CD 5□ 3/23-9/ 24 □4945		272,328.87	272,328.87
171	Reserve Account - Synovus Bank		165,401.32	165,401.32
	Total Cash	71,935.56	437,830.19	509,765.75
111	A/R Maintenance	117,408.49		117,408.49
129	Allowance for Dou tful Accounts	-70,981.47		-70,981.47
130	Prepaid Insurance	23,636.18		23,636.18
135	Prepaid Expenses	257.31		257.31
137-2	Due from Reserve	4,080.12		4,080.12
178	Due from Operating		50,000.00	50,000.00
	TOTAL ASSETS	146,336.19	487,830.19	634,166.38
	LIABILITIES & CAPITAL			
	Liabilities			
200	Accounts Paya⊟es	12,974.05		12,974.05
201	Accrued Expenses	14,544.60		14,544.60
215	Prepaid Mem⊏er Fees	75,918.15		75,918.15
220	Due to Reserves	50,000.00		50,000.00
226	Loan Roof-Mutual of Omaha	260,227.87		260,227.87
228	Due to Operating		4,080.12	4,080.12
300	Deferred Reserve Revenue		483,750.07	483,750.07
	Total Liabilities	413,664.67	487,830.19	901,494.86
	Capital			
390	Fund Balance	-373,353.39		-373,353.39
	Calculated Retained Earnings	106,024.91	0.00	106,024.91
	Calculated Prior □ears Retained Earnings	0.00	0.00	0.00
	Total Capital	-267,328.48	0.00	-267,328.48
	TOTAL LIABILITIES & CAPITAL	146,336.19	487,830.19	634,166.38

#### **Annual Budget - Comparative**

Portfolios: Tra-Vigne' Condominium Association, Inc.

**As of:** Dec 2024

Additional Account Types: None

Accounting Basis: Accrual

**GL Account Map:** Tra-Vigne Condominium Association, Inc.

Level of Detail: Detail View

LCVCI OI	Detail. Detail view							
Account Number	Account Name	MTD Actual	MTD Budget	MTD \$ Var.	YTD Actual	YTD Budget	YTD \$ Var.	Annual Budget
	Income							
411	Maintenance Assessment	41,948.32	41,948.33	-0.01	503,203.69	503,380.00	-176.31	503,380.00
412	Reserve Revenue	-3,848.42	100,000.00	-103,848.42	22,049.46	100,000.00	-77,950.54	100,000.00
413-7	VCA Fee	12,115.42	12,115.41	0.01	145,385.28	145,385.00	0.28	145,385.00
417	Owner Late Fees & Interest	241.48	0.00	241.48	-3,824.15	0.00	-3,824.15	0.00
417-8	Admin Collection Fee - Balance Due Reminder	0.00	0.00	0.00	50.00	0.00	50.00	0.00
418	Legal Fees Charged to Owners	0.00	0.00	0.00	-180.00	0.00	-180.00	0.00
418-3	Admin Collection Fee - 30-Day Notice	0.00	0.00	0.00	150.00	0.00	150.00	0.00
422-1	Gate Transponders	70.00	0.00	70.00	315.00	0.00	315.00	0.00
424-0	Admin Collection Fee - Accounts Sent to Attorney	0.00	0.00	0.00	300.00	0.00	300.00	0.00
427	Rent Income	2,507.50	0.00	2,507.50	29,892.50	0.00	29,892.50	0.00
450	Roof Loan Income	6,466.67	6,466.66	0.01	77,600.63	77,600.00	0.63	77,600.00
471	Application Fees	0.00	41.66	-41.66	450.00	500.00	-50.00	500.00
492	Reserve Interest	3,003.87	0.00	3,003.87	12,728.54	0.00	12,728.54	0.00
	<b>Total Operating Income</b>	62,504.84	160,572.06	-98,067.22	788,120.95	826,865.00	-38,744.05	826,865.00
	Expense							
501	UTILITY EXPENSES							
500	Electricity	1,199.55	1,000.00	-199.55	11,910.33	12,000.00	89.67	12,000.00
504	Water / Sewer	439.60	333.33	-106.27	4,262.67	4,000.00	-262.67	4,000.00
505	Water - Irrigation	1,302.79	1,250.00	-52.79	11,923.98	15,000.00	3,076.02	15,000.00
	Total UTILITY EXPENSES	2,941.94	2,583.33	-358.61	28,096.98	31,000.00	2,903.02	31,000.00
601	BUILDING EXPENSES							
600	<b>Building Maintenance</b>	1,565.00	1,666.66	101.66	17,770.14	20,000.00	2,229.86	20,000.00
601-1	Roof Repairs	0.00	833.33	833.33	11,917.00	10,000.00	-1,917.00	10,000.00

#### **Annual Budget - Comparative**

7 1111101011	Daagot Gomparativo							
Account Number	Account Name	MTD Actual	MTD Budget	MTD \$ Var.	YTD Actual	YTD Budget	YTD \$ Var.	Annual Budget
602-0	Unit 271 Expense	0.00	250.00	250.00	0.00	3,000.00	3,000.00	3,000.00
610	Janitorial Contract	5,250.00	833.33	-4,416.67	6,375.00	10,000.00	3,625.00	10,000.00
612	Pest Control - Interior	804.57	416.66	-387.91	4,798.13	5,000.00	201.87	5,000.00
620	Security Gate Maintenance	120.98	250.00	129.02	4,895.88	3,000.00	-1,895.88	3,000.00
642	Fire Inspection	85.77	100.00	14.23	1,070.74	1,200.00	129.26	1,200.00
660	Pool Maintenance Contract	1,483.00	1,375.00	-108.00	16,608.00	16,500.00	-108.00	16,500.00
661-0	Pool Repairs/Supplies	0.00	250.00	250.00	1,919.74	3,000.00	1,080.26	3,000.00
	Total BUILDING EXPENSES	9,309.32	5,974.98	-3,334.34	65,354.63	71,700.00	6,345.37	71,700.00
701	<b>GROUNDS EXPENSES</b>							
700	Landscape - Contract	4,500.00	4,500.00	0.00	54,000.00	54,000.00	0.00	54,000.00
704	Plant Replacement	3,605.00	833.33	-2,771.67	3,755.00	10,000.00	6,245.00	10,000.00
706	Mulch/Rock/Sod	8,135.00	833.33	-7,301.67	8,510.00	10,000.00	1,490.00	10,000.00
708	Irrigation Repair & Maintenance	-1,814.89	250.00	2,064.89	5,400.48	3,000.00	-2,400.48	3,000.00
710	Tree Trimming	0.00	833.33	833.33	17,345.00	10,000.00	-7,345.00	10,000.00
724	Hurricane/Storm Expense	0.00	0.00	0.00	4,295.00	0.00	-4,295.00	0.00
	Total GROUNDS EXPENSES	14,425.11	7,249.99	-7,175.12	93,305.48	87,000.00	-6,305.48	87,000.00
801	ADMINISTRATIVE EXPENSES							
800	Management Fees	1,595.72	1,596.41	0.69	19,148.64	19,157.00	8.36	19,157.00
805	Office Expense	461.96	250.00	-211.96	4,195.67	3,000.00	-1,195.67	3,000.00
810	Application Fees	0.00	36.50	36.50	225.00	438.00	213.00	438.00
812	Legal Expense	120.00	250.00	130.00	120.00	3,000.00	2,880.00	3,000.00
815-2	Accounting CPA	0.00	17.91	17.91	0.00	215.00	215.00	215.00
820-00	Fees To Division/Annual Report	0.00	30.83	30.83	383.00	370.00	-13.00	370.00
831	Insurance Finance Interest	921.35	0.00	-921.35	10,134.82	0.00	-10,134.82	0.00
835	Insurance - Property	21,924.54	24,000.00	2,075.46	258,243.45	288,000.00	29,756.55	288,000.00
	Total ADMINISTRATIVE EXPENSES	25,023.57	26,181.65	1,158.08	292,450.58	314,180.00	21,729.42	314,180.00
910	RESERVE EXPENSE							
900	Reserve Expense	-3,848.42	100,000.00	103,848.42	22,049.46	100,000.00	77,950.54	100,000.00

#### **Annual Budget - Comparative**

Account Number	Account Name	MTD Actual	MTD Budget	MTD \$ Var.	YTD Actual	YTD Budget	YTD \$ Var.	Annual Budget
901	Reserve Interest	3,003.87	0.00	-3,003.87	12,728.54	0.00	-12,728.54	0.00
	Total RESERVE EXPENSE	-844.55	100,000.00	100,844.55	34,778.00	100,000.00	65,222.00	100,000.00
911	MASTER ASSOCIATION							
850-5	Master Association	12,198.85	12,115.41	-83.44	146,386.24	145,385.00	-1,001.24	145,385.00
	Total MASTER ASSOCIATION	12,198.85	12,115.41	-83.44	146,386.24	145,385.00	-1,001.24	145,385.00
913	ROOF LOAN							
940	Roof Loan Expenses	6,774.54	6,466.66	-307.88	79,103.27	77,600.00	-1,503.27	77,600.00
969	Roof Loan Transfer	-5,100.24	0.00	5,100.24	-57,379.14	0.00	57,379.14	0.00
	Total ROOF LOAN	1,674.30	6,466.66	4,792.36	21,724.13	77,600.00	55,875.87	77,600.00
	Total Operating Expense	64,728.54	160,572.02	95,843.48	682,096.04	826,865.00	144,768.96	826,865.00
	Total Operating Income	62,504.84	160,572.06	-98,067.22	788,120.95	826,865.00	-38,744.05	826,865.00
	Total Operating Expense	64,728.54	160,572.02	95,843.48	682,096.04	826,865.00	144,768.96	826,865.00
	NOI - Net Operating Income	-2,223.70	0.04	-2,223.74	106,024.91	0.00	106,024.91	0.00
	Total Income	62,504.84	160,572.06	-98,067.22	788,120.95	826,865.00	-38,744.05	826,865.00
	Total Expense	64,728.54	160,572.02	95,843.48	682,096.04	826,865.00	144,768.96	826,865.00
	Net Income	-2,223.70	0.04	-2,223.74	106,024.91	0.00	106,024.91	0.00

## Tra-Vigne' Condominium Association, Inc.

### **Adopted Reserve & Assessment Schedule**

For the Period of JANUARY 1, 2025 through DECEMBER 31, 2025

Number of Units:

77

	<u>Annually</u>	<u>Quarterly</u>	<u>Monthly</u>
Operating Assessment	6,818.93	1,704.73	568.24
Reserve Assessment	1,298.70	324.68	108.23
VCA FEES	1,954.62	488.66	162.89
ROOF LOAN	1,055.77	263.94	87.98
<b>Total Assessment Due</b>	\$ 11,128.02	\$ 2,782.00	\$ 927.33

#### **Seacrest Southwest** 1044 Castello Drive, Suite 206 Naples, FL 34103 239-261-3440

#### FREQUENTLY ASKED QUESTIONS AND ANSWER SHEET

## TRA- VIGNE CONDOMINIUM ASSOCIATION Name of Association

As of January 1 2025

A. No.

Q:	What are my voting rights in the condominium association?
A.	Per Articles of Incorporation, Article IV 4.4: "There shall be only one (1) vote for each unit, who shall $\Box$ e entitled to vote at any meeting of the unit owners. Such person shall $\Box$ e known as the "Voting Member".
Q.	What restrictions exist in the condominium documents on my right to use my unit?
A.	Units are for single-family occupancy.
Q.	What restrictions exist in the condominium documents on the leasing of my unit?
A.	Per Declaration of Condominium, Article $\Box$ IV, Page 40 $\Box$ Not less than ninety $\Box$ 90 $\Box$ days in any calendar year not to exceed three $\Box$ 3 $\Box$ times in any calendar year.
Q.	How much are my assessments to the condominium association for my unit type and when are they due?
A.	□2,782.00 per □uarter due and paya□le □uarterly on January 1, April 1, July 1 and Octo□er 1 of this year.
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.	□es, the Master Association, Vineyards Community Association, Inc. Each unit owner gets one □□vote per unit. □uarterly fees are charged to each residence □unit□in the development. Fees are already included in the calculation of the condominium association fees set forth above.
Q:	Am I required to pay rent or land fees for recreational or other commonly used facilities?
A.	No.
Q.	Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of $\Box 100 \boxdot 000 \Box$ If so $\Box$ dentify each such case?