

TRA VIGNÉ CONDOMINIUM ASSOCIATION, INC.

c/o SEACREST SOUTHWEST
1044 CASTELLO DRIVE, SUITE #206
NAPLES, FLORIDA 34103-1900
(239) 261-3440
Email: rviera@swpropmgt.com

Lease Application Check-Off Sheet

*****If this application is for a current, active duty service member, please check here ____**

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

- ☐ A completed and legible **Lease Application**. Please make sure the applicant(s) have signed the application.
- ☐ Two completed **Character Reference Forms** (see attached. Not applicable to previous tenants 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.
- ☐ Signed and completed **Acknowledgement and Authorization Forms** for each applicant age 18 and older.
- ☐ A legible copy of the **Lease Contract**, signed by both parties.
- ☐ **\$150 non-refundable Application Fee**. If paying by check or money order, please make payable to: **Tra Vigné Condominium**.

If you have any questions regarding the application procedure, please contact our Sales/Lease Administrator, 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

****If this is a LEASE application for a current, active duty service member, please check here ____**

TO: The Board of Directors of **Tra Vigné**, Condominium Association, Inc.

(Please check appropriate Box) **APPLICANT(S) NAME:** _____

I hereby apply for approval to **Purchase** unit _____ at **Tra Vigné**, a Condominium, and for membership in the Condominium Association. **A complete copy of the signed sales contract is attached.**

I hereby apply for approval to **lease** unit _____ at **Tra Vigné**, for the period beginning _____ and ending _____. **This unit must not be leased for less than ninety (90) days or more than three (3) times per year. A complete copy of the signed lease is attached.**

In order to facilitate consideration of this application, I represent that the following information is factual and correct and agree that any falsification or misrepresentation in this application will justify its disapproval. I consent to your further inquiry concerning this application, particularly of the references given below and a criminal investigation into my background.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

1. **Full name of Applicant:** _____ **Date of Birth:** _____

2. **Full name of Spouse (if any)** _____ **Date of Birth:** _____

3. **Home Address:** _____

4. **Phone #** _____ **Cell #** _____

Email Address: _____

5. **Nature of Business or Profession:** _____

If retired, former business or profession _____

6. **Company or Firm Name & Address:** _____

7. The condominium documents of **Tra Vigné** 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.

8. **Name of current or most recent landlord:** _____

Address: _____

City/State/Zip: _____ Phone (____) _____

9. **Two personal references** (non-family members)

Please have Character References completed and the attach the forms with the application

10. **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 Condominium during lease term (**RULE: No commercial vehicles and pick-up trucks permitted unless kept in closed garages at all times.)**

Model/Make: _____ Year _____ License PL # _____ State _____

Model/Make: _____ Year _____ License PL # _____ State _____

Please note: Owners, residing family members & tenants cannot use guest parking spaces. Must use unit garage & driveway.

13. **Mailing address for notices connected with this application:**

Name: _____

Address: _____

City/State/Zip: _____ Phone (____) _____

14. (If this transaction is a sale, please check the box that applies)

I am purchasing this unit with the intention to:

- ☐ Reside here on a full-time basis;
- ☐ Reside here part-time; or
- ☐ Lease the unit

I/we will provide the Association with a copy of our recorded deed within ten (10) days after closing.

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. All units above the ground floor shall always have the floors covered with wall -to - wall carpeting over high quality padding, (except carpeting is not required in kitchens, bathrooms, or laundry rooms) unless approved in writing by the Board of Directors.

___ This is first floor unit.

___ This unit is a second-floor unit and has wall - to - wall carpeting in all rooms except kitchen, bathrooms, and laundry room.

___ 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.**

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 application, Reference letters, copy of sales or lease contract, along with the \$150.00 Non-refundable application fee payable to: Tra Vigné Condominium Association, Inc.

Mail packet along with check to:

**Seacrest Southwest
1044 Castello Drive, Suite #206
Naples, Florida 34103**

☐ **APPLICATION APPROVED**

☐ **APPLICATION DENIED**

By: _____
Officer or Director

Date: _____

SEACREST SOUTHWEST

1044 CASTELLO DRIVE, SUITE #206
NAPLES, FLORIDA 34103-1900
(239) 261-3440
E-mail: RViera@SWPropMgt.com

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,

Raquel Viera

Sales & Lease Administrator

How do you know the applicant(s)? _____

For how long have you known the applicant(s)? _____

Would the applicant(s) make a good neighbor, in your opinion? ☐ Yes ☐ No

Please describe the applicant(s) character and stability, as you know them:

Reference's Signature

SEACREST SOUTHWEST

1044 CASTELLO DRIVE, SUITE #206
NAPLES, FLORIDA 34103-1900
(239) 261-3440
E-mail: RViera@SWPropMgt.com

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,

Raquel Viera

Sales & Lease Administrator

How do you know the applicant(s)? _____

For how long have you known the applicant(s)? _____

Would the applicant(s) make a good neighbor, in your opinion? ☐ Yes ☐ No

Please describe the applicant(s) character and stability, as you know them:

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
- 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

PLEASE COMPLETE ALL FIELDS BELOW

Last Name		First Name	Middle Name <small>check box if no middle name</small>
Social Security Number* ###-##-####		Date of Birth* <small>month/date/year</small>	Email Address <small>required</small>
Driver's License Number	Issuing State*	Former Names/Aliases <small>separate aliases with comma</small>	

CURRENT ADDRESS

FORMER EMPLOYER

Street		Apt/Unit	Company	City, State
City	State	Zip	Position	Dates of Employment

*This information will be used for background screening purposes only and will not be used as hiring criteria.

Applicant Signature

Date

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
- 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

PLEASE COMPLETE ALL FIELDS BELOW

Last Name		First Name	Middle Name <small>check box if no middle name</small>
Social Security Number* ###-##-####		Date of Birth* month/date/year	Email Address required
Driver's License Number	Issuing State*	Former Names/Aliases <small>separate aliases with comma</small>	

CURRENT ADDRESS

FORMER EMPLOYER

Street		Apt/Unit	Company	City, State
City	State	Zip	Position	Dates of Employment

*This information will be used for background screening purposes only and will not be used as hiring criteria.

Applicant Signature

Date

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.

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.

Signature

Print Name

Date

APPLICANT COPY

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need—usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

APPLICANT COPY

A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General.

For information about your federal rights, contact:

TYPE OF BUSINESS	CONTACT
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

APPLICANT COPY

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

TABLE OF CONTENTS

• INTRODUCTION / VINEYARDS GOVERNING DOCUMENTS	2
• COMMON SENSE AND GOOD NEIGHBORS	2
• CONDOMINIUM DOCUMENTS	3
• PROCEDURES FOR LEASING	3/4
• LANAIS	4
• ENTRANCEWAYS/WALKWAYS	4
• COMPLAINTS/REQUESTS FOR ACTION	5
• MINORS AND CHILDREN	5
• OVERALL APPEARANCE OF BUILDINGS & GROUNDS	5
• ACCESS GATE	6
• LANDSCAPING	6
• PETS	6
• ROADWAY/PARKING AND VEHICLES	7
• POOL RULES & REGULATIONS	7 /8
• BARBECUE GRILLS	8/9
• IRRIGATION SYSTEM	9
• ASSESSMENTS	9
• OUTSIDE LIGHTING/WASH DOWN OF GARAGE DOORS AND ENTRY	9
• METHODS OF ENFORCING RULES AND REGULATIONS	9
• HURRICANE RESPONSIBILITIES	10/11
• OFFICIAL POSTING/FORMS	11

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.

Approval: 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.

Disapproval: 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.

Failure to Give Notice: 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.

Application: 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.

Term and Frequency of Occupancy: 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 sub-lessee 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.

Lessee Pets: 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. Holiday decorations of a personal nature are limited to inside 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 shagedorn@swpropmgt.com.

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 common elements and common areas. 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 pool/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 shagedorn@swpropmgt.com.

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.