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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 together 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 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 most of the Board 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 of the occupancy of the lessee without prior notice. If it disapproves, the Association shall proceed if it receives 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 an eviction from the unit owner. 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 \$100.00 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 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) people 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 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 the hurricane season but is always applicable 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, except for 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 insure 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](mailto:shagedorn@swpropmgt.com).

## **MINORS AND CHILDREN**

It shall be the responsibility of the unit owners, lessees, occupants and guests to properly supervise their children. 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. Except for 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 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 shutters, 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 the Board of Directors approval.

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

No firearms shall be permitted to be discharged 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.

## **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 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 always housed in closed garages.

3. Parking on the street is only permitted during entertainment. No overnight extended parking on the street is permitted for any reason. Vehicles should be always kept in the garage(s) or on the driveway.

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 currently always licensed. 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 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 always adhered to and should be considered, the absolute maximum speed.

13. Bicycles, garden hoses, and hose holders must be stored in garages when not in use.

### **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 within the pool.

5. Children in diapers are allowed in the pool when the diaper is covered with a waterproof cover or one which is specifically designed for infant swimming.

6. No diving or jumping into the pool

7. No climbing or standing on the ladder rails.

8. No person 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 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 people 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.

**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 the units, as they are extremely hazardous and prohibited by Florida law. Electric or charcoal type grills are permitted



but should be always attended. 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 nighttime hours. If you have an irrigation problem, please inform our management company by sending an email to the property manager at [shagedorn@swpropmgt.com](mailto: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, penalty 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 any and all Rules and Regulations as they exist and as 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 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 by unit owners may be needed and will be appreciated.

**OFFICIAL POSTING**

All official notices of the Board of Directors will be posted on the bulletin board.

**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.

Revised March 2018