

**VENTURE THREE
FORM 101**

Revised 6 Apr 2018

**VENTURE HARBOUR INC.
VENTURE OUT AT INDIAN RIVER INC.
VENTURE OUT AT ST. LUCIE INC.**

NOTICE

This form must be attached and made part of all drawings or plans regarding the installation, construction, remodeling, setting or resetting of any permanent structure, concrete work, or any other type of work that may be effected by the rules, regulations and bylaws of any of the above associations.

This form shall also serve as notice to the owner or owners of Lot # _____, that the owner or owners or their agents of Lot # _____ shall solely or jointly be responsible for the proper setting and compliance of all rules, regulations and bylaws of any of the above associations, and the Codes, Laws, Rules and Regulations pertaining to said work as set forth by St. Lucie County. **This form does not absolve the OWNER(s) of the need to obtain any necessary St Lucie County permits, PRIOR to start of work.**

The owner (s) or their agents, by signing this form, shall hold harmless any of the above associations, its officers, directors and committee personnel as pertains to its and their duties and responsibilities as the administration of said work. **The OWNER (s) or their agents are also responsible to ensure their contractor(s) abides by the rules set forth in Appendix A of this form.**

Said work is approved as per dimensions shown on attached plan or drawing this,

Date _____

Scope of Work _____

Association Building Committee _____ Association

By: _____

By: _____

By: _____

Owner, Owners, or Agent for Lot # _____

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

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ADDENDUM: Contractor agrees to attached Indemnification Agreement, and also agrees to irrevocably indemnify, save harmless and pay to any adjacent Owner in any of the above associations against any loss, cost, damage or liability arising directly or indirectly out of work or construction by the Builder for the owners of the above lot.

_____ (Builder) _____ (Witness)

Date: _____

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered into by and between the OWNER, this BUILDER and VENTURE III, TNC., including its constituent components of Venture Out at St. Lucie, Inc., Venture Out at Indian River, Inc., and Venture Harbor (collectively hereinafter referred to as "Venture III").

W I T N E S E T H

WHEREAS, Builder is making certain improvements to the job site owned by Owner and located within the community served by Venture III; and

WHEREAS, as a result of the construction activities, Builder will be using some of the common facilities owned and maintained by Venture III, including, without limitation, the roads and water and sewer lines (collectively the "Common Facilities"); and

WHEREAS, Venture III, as a condition of allowing Builder to use the Common Facilities, requires Builder and Owner to indemnify them for any damage to the Common Facilities caused by Builder or Builder's agents.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. **Damage, Duty to Repair.** Builder agrees that in the event Builder, any agent, subagent, subcontract or, materialman, guest, servant, employee, or independent contractor working for Builder (collectively "Builder's Agents") cause any damage to the Common Facilities, Builder agrees that within 21 days of notice from Venture III, Builder shall completely repair any damage to the Common Facilities caused by Builder or Builder's Agents, provided, however, in the case of any damages to utility lines, such damages shall be repaired immediately based upon a telephone call.

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2. **Indemnification.** Builder hereby agrees to irrevocably indemnify, save harmless and pay to Venture III, and/or Owner, against any loss, cost, damage or liability arising directly or indirectly out of Builder's use of the Common Facilities. The indemnification and obligation to pay shall include all expenses, including attorneys' fees at trial or on appeal, judgments, fines, loss, damage or liability whatsoever.

3. **Engagement of Counsel.** Venture III shall have the right to engage its own counsel to defend any claim or action or threatened claim or action for which indemnification, save harmless and obligation to pay is covered by paragraph 2 above.

4. **Indemnification Not Exclusive.** The indemnification provided hereunder shall not be deemed as exclusive of any rights to which Venture III may be entitled under any statute, rule of law, regulation or any theory of law. Where any other remedy provides broader rights of indemnification than the rights provided herein, the other remedies shall control.

5. **Miscellaneous.**

Gender. Words of any gender used herein shall be held and construed to include any other gender, and words in the singular number shall behold to include the plural, unless the context otherwise requires.

Successors and Assigns. The terms, provisions, covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns, except as otherwise expressly provided in this Agreement.

Captions. The captions inserted in this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

Amendment. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both the parties hereto.

Invalidity. If any clause, provision or portion of this agreement or the application thereof to any person or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement nor any other clause, phrase, provision or portion hereof to other persons or circumstances, and it is also the intention of the parties to this Agreement that in lieu of each such clause, phrase, provision or portion of this Agreement that is invalid or unenforceable, there be added as part of this Agreement a clause, phrase, provision or portion as similar in terms as such invalid or unenforceable clause, phrase, provision or portion as may be possible and be valid and enforceable.

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Venue and Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Florida, and venue for any litigations shall lie in St. Lucie County, Florida.

Attorneys' Fees. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including paralegal charges.

INDEMNIFICATION AGREEMENT

PARTIES:

- OWNER: _____
- ADDRESS: _____
- BUILDER: _____
- ADDRESS: _____
- VENTURE III, INC: _____
- ADDRESS: 10701 South Ocean Drive, Jensen Beach, FL 34957

JOB SITE:

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Appendix A

WORK BY CONTRACTORS & TRADES, PROFESSIONAL, AND COMMERCIAL PERSONS

1. For all projects such as, but not limited to, the construction of a new dwelling or the installation of a modular home, the property owner, the general contractor, and the Property Manager and a representative from the Sub-Association Building Committee shall meet prior to the formal submittal of the Form 101 to ensure that everyone involved understands and will follow all construction related rules. **The Building Committee shall be responsible for the attachment of a complete set of Venture 3 Rules, related to contractor work, to each Form 101 before the meeting.** The principal parties shall sign the Form 101 at that meeting. Their signature is evidence that they understand the construction rules and will comply with same. The Building Committee may require or waive the requirement, at their discretion, for this meeting for projects of lesser scope.
2. Construction work is defined as all work at any unit performed by a building contractor subcontractor, material delivery personnel, laborers, and service technicians (hereinafter contractors) for purposes of construction, remodeling repair or servicing of a site built home, modular home, park model home, or any components thereof, including but not limited to HVAC, electrical or plumbing maintenance and replacement services.
3. **HOURS/DAYS OF WORK –**
 - a. **EXCEPT IN EMERGENCY SITUATIONS, NO CONTRACTOR WORK WILL BE PERFORMED ON SUNDAY.**
 - b. Except for work required in emergency situations, all contractor, business, construction, & professional persons who have the purpose of performing work, inside or outside of residences, and, their vehicles (including personal vehicles used for transport to a work site) shall not enter Venture Three, Inc. prior to 8:00 AM on work days specified above.
 - c. Construction work and all delivery & construction vehicles, such as, but not limited to, cement mixers, cranes, flat bed delivery trucks, box trucks, cement pump trucks & trailers, etc, shall be limited to the hours between **8:00 AM** and **6:00 PM** on Monday through Saturday, except for work required in emergency situations.
 - d. **No work**, including “prep work” or “set up” work shall begin prior to **8:00 AM** and no work, including “cleanup” shall occur after **6:00 PM** except for work required, in emergency situations and then only with prior authorization from the Venture Three, Inc. Property Manager or the Sub- Association President, defined by but not limited to the following:

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- e. Except for work required in emergency situations, All contractor, business, construction, & professional persons and their vehicles shall leave Venture Three, Inc. by 6:00 PM on work days specified above, unless in a specific circumstance an extension of hours is absolutely required, justified, and prearranged with the Property Manager of Venture Three, Inc. The Property Manager shall exercise his best discretion in both exercising these rules and resolving issues as they arise. When that discretion results in a deviation from these rules, the Property Manager or designee shall report the deviation to the Sub-Association President with the intent being to seek further guidance.
4. The general contractor shall have a qualified & designated supervisor on site, or alternatively make available a telephone number which will be answered by a responsible, supervisory individual, at all times during the work hours when workers are present or when deliveries are being made when the general contractor is not present on-site. The names and telephone numbers of the general contractor and the designated supervisor shall be conspicuously posted near the roadside of the construction/work site.

5. Parking of Contractor Vehicles at Construction Sites

- a. Contractor vehicle which are needed for the actual construction process shall **park all on the same side of the roadway** & shall not block access to any driveway excluding that of the unit where the work is being performed_ On site vehicles are limited to those that are actively used in the construction process and exclude all vehicles used as daily transportation of construction personnel. Those excluded vehicles shall obtain a parking pass by prior arrangement with the Venture Three, Inc. office for parking in the parking lot located north of the swimming pool. Under no circumstances (see exception) nor for any length of time, albeit short, shall any contractor/construction vehicles block the roadway. There shall always be one lane left open. The only exception to this requirement is when an oversize vehicle such as, but not limited to, a crane or a concrete pumper needs to be on site and block the road. Such an event must be planned for the shortest period of time possible/practical be pre-coordinated with the Property Manager in the Venture Three, Inc office at least 48 hours in advance to allow for notification to the affected residents. For all hours when the roadway is so blocked to traffic, the contractor shall place signs at the closest intersections to the closure in both directions which clearly state the road is closed to thru traffic. Signage should be placed to effectively close the roadway but also allow for passage of vehicles which belong to residents of the closed section(s). The contractor must be prepared to immediately upon notice open the road for access by emergency vehicles should conditions so dictate.
- b. Contractors not associated with a construction project (meaning usually not a dwelling construction or installation) or others engaged in repair, service, maintenance, or delivery activities shall endeavor to park in front of the unit at which they will perform service (multiple vehicles shall be parked all on the same

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side of the roadway), shall not block access to any driveway (excluding the unit being serviced), and shall park such that the roadway is not blocked and at least one full lane is open to thru traffic. Should complete blockage of the roadway be unavoidable, the provisions of par. 11.A.7 regarding road closure apply. In any case, except for a unit under construction, vehicles of said person(s) shall not park on the soft surfaces at units.

- c. Contractors who have vehicles parked in front of a unit which is the subject of work being performed for an owner (or another contractor), or alternatively nearby, in the roadways are responsible for damage to the roadway surface from those vehicles by things such as, but not limited to, oil, fuel, or other leaks, compressive failure from extreme weight, stabilizer pads, concrete spills, paint or other chemical spills, etc. The General Contractor and the Venture Three, Inc. Property Manager shall prior to the start of construction mutually agree on the condition of the roadways in the immediate area and the Property Manager shall make a photographic record of the roadways which shall be attached to the project file.
6. The contractor & the general contractor shall be responsible for the cleaning of the roadways and/or the cost of cleaning & repair. Spills & leaks are to be cleaned up daily and not allowed to penetrate the paving or otherwise harden and become more difficult to remediate. Failure to comply could result in a stop work order being issued pending the resolution of the condition or problem.
7. If any area is covered with concrete, paver, garden plants, grass, or other material which belongs to the owner; where underground utilities may be installed, it will be the owners responsibility to remove or have removed and replace said material (s) if the utility must be made accessible for service
8. The unit owner is ultimately responsible for the performance of contractors, businesses, construction & professional persons contracted or hired by them or by their contractor(s) in complying with the rules and shall respond in a timely manner to issues and complaints that the Board of Directors, the Property Manager, and/or the Building Committee bring to the owners attention for resolution.

9. CONTRACTOR RULES SUMMARY

- a. Be on site for all deliveries (General Contractor).
- b. Do not pile any construction material in roadway.
- c. Do not place building debris or dumpster in roadway.
- d. Do not park or put any material on any other lot without written permission.
- e. Daily- clean up loose building material, nails, etc., from construction site and street.

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- f. Do not dig until checking with V3 Office personnel to locate water and sewer lines.
- g. No digging until all utilities are marked by USIC or contact 811.
- h. No digging or use of power equipment after 2 p.m. daily.
- i. No digging of any kind on weekends.
- j. Do not use community bathrooms
- k. Do not block any streets or private driveways with trucks, trailers, etc., or any equipment.
- l. Any exceptions to the above must be approved by the V3 Property Manager.
- m. All footings must be dug by hand.