

Venture Three, Inc.

By-Laws, Article XI, Section 3 (cont.)

Amended Rules and Regulations

As Amended

20 April 2016

The rules and regulations hereinafter enumerated are the Amended Rules and Regulations of Venture Three, Inc. and shall be deemed in effect until further amended by the Board of Directors and shall apply to and be binding on all unit owners and tenants. All prior versions of the Rules and Regulations of Venture Three, Inc. no longer have any force or effect and are replaced in their entirety by these rules and regulations. **The owners shall at all times obey said rules and regulations and use their best efforts to see that they are faithfully observed by their families, guests, invitees, tenants, and persons over whom they exercise control and supervision.** A current copy of these rules is available at the Venture Three Inc. office.

Said rules and regulations are as follows:

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PREAMBLE

The By-Laws (of which these Rules & Regulations are an integral part) determine & define what can and cannot be done both as an Association and individually. Any condominium association could not function without governing documents. The By-Laws & Rules have been established for the protection of your rights. But they equally establish the protection of those rights for the other 175 owners.

Our governance is set forth by the Condominium Act, Chapter 718 of the Florida Statutes. The purpose of the chapter is:

- (1) To give statutory recognition to the condominium form of ownership of real property, and,
- (2) To establish procedures for the creation, sale, and operation of condominiums.

Each year at your Annual Meeting you elect persons to serve on a 9 member Board of Directors. That Board on your behalf as entered into a Management Agreement with a management corporation, Venture Three, Inc., for the overall management of the common elements and the finances of the Corporation. That management corporation has a President and a Property Manager. It is these 11 people for whom it has become expected that they will provide the enforcement of the By-Laws of your Association. Ten of these 11 people are volunteers who are for the most part retirees who volunteer their services & time for the betterment of the community.

In order for a community like ours to exist and function in harmony and order, every owner is expected to familiarize him/herself with the content of the By-Laws and the Rules & Regulations. These documents provide the basis to prevent problems and issues between the owners, tenants, & guests as well as to provide the procedures to resolve problems fairly as they might arise. The Board of Directors, the President of the Association, and the Venture Three, Inc. Property Manager can provide effective oversight of the Association only if the owners & residents are aware and involved. Your cooperation in understanding the By-Laws and Rules & Regulations and in helping with enforcement to the extent you are willing & capable is greatly appreciated by the aforementioned 11 people.

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1. Definitions

1.A. **Definitions:** The following words and phrases whenever used in these Rules and Regulations shall have the following meaning:

- 1.A.1. **Associations**, to the extent used herein, means Venture Out at St. Lucie, Inc., Venture Harbour, Inc., and Venture Out at Indian River, Inc., individually and/or collectively.
- 1.A.2. **Park or Corporation**, to the extent used herein, is intended to mean Venture Three, Inc.
- 1.A.3. **Association documents**, to the extent used herein, means collectively the Articles of Incorporation, the Declaration of Condominium or Covenants, The By-Laws, and the Rules & Regulations (including all Statements of Association Policy).
- 1.A.4. **Recreational Vehicles** (sometimes hereinafter called RVs) means travel trailers, 5th wheel trailers, motor homes and private motor coaches as these terms are described in Fla. Stat. Section 320.01, as amended.
- 1.A.5. **Tenants**, to the extent used herein, means renters, lessees, or any person(s) to whom an owner exchanges use of his unit or lot and appurtenant rights to use of the common elements for money or other consideration.
- 1.A.6. **Office**, to the extent used herein, means the business office of Venture Three, Inc. (located on property).
- 1.A.7. **Units or Lots**, to the extent used herein, means the real property (land & structure(s)) within the Association(s) which is privately owned. "Units" is the term used in Venture Out at Indian River, Inc. and Venture Out at St. Lucie, Inc. Lots is the term used by Venture Harbour.
- 1.A.8. **Common Elements**, to the extent used herein, is intended to mean only those buildings, facilities, and properties owned, leased, used, and/or managed exclusively by Venture Three, Inc. for the use and benefit of the membership of Venture Out at St. Lucie, Inc., a condominium, Venture Out at Indian River, Inc., a condominium, and Venture Harbour, Inc.
- 1.A.9. This document is intended to be gender neutral. The use of any gender specific term shall be understood to include both genders equally. In cases relating to ownership a gender specific term could also mean a trust, partnership, coporation, or other entity having ownership.

2. Responsibilities of Owners, Guest, and Tenants

- 2.A. **All owners, guests, and tenants** are subject to the Venture Three, Inc. Rules and Regulations as well as those of their individual Association.

- 2.B. **To be in conformance with Florida Law and to facilitate prompt response in an emergency.** it is mandatory that all owners, guests, and tenants are required to **register** at the Venture Three, Inc. Office when **commencing their stay** in the Park, and that owners and tenants shall notify the office when **leaving the park** for any contiguous period of seven (7) or greater number of days. Absentee owners may comply with this requirement by registering as such and placing contact information on file with the Venture Three, Inc. office.
- 2.C. It is the responsibility of unit owners to pre-register guests who are scheduled to arrive at times when the Office is closed. Such pre-registration achieves compliance with par. 2.C above and will allow the owner to pre-arrange for any services that may be needed for the guest, such as Storage Lot access or special parking provisions.
- 2.D. All owners that place their unit/lot **For Sale** must provide a current copy of the Venture Three, Inc. Rules & Regulations, Articles of Incorporation, the Amended By-Laws, and all Statements of Corporation Policy along with all the association documents of the pertinent constituent association to the prospective buyer. The new owner(s) must sign a Venture Three, Inc. Form #100 stating that he/she has read the above listed documents and agrees to abide by all of them. The form must be attached to the copy of the Warranty Deed provided to the Venture Three, Inc. Office upon transfer of title to a unit.
- 2.E. It shall be the continuous responsibility of each unit owner to properly secure all personal property on his unit against the hazard of high velocity winds, which can occur at any time, to prevent damage to any of the common elements.
- 2.F. Owners, tenants, and guests shall, without exception, not act in any manner which is detrimental to the condition of **the common elements, inside and outside.** For any owner, or tenant or guest of an owner, who fails to comply after notification of violation, Venture Three, Inc. reserves the right to have the facility cleaned and/or repaired at the applicable unit owner's cost. Any continued failure to comply to keep the common elements clean and in their normally maintained condition could result in the tenant(s) or guest(s) being required to leave the Park.
- 2.G. Behavior that is a felony or misdemeanor under the laws of Florida and/or St. Lucie County may result in offending tenant(s) and/or guest(s) being required to leave the Park immediately upon notice.

3. Common Element Use, Maintenance and Restrictions

- 3.A. **All of the recreational facilities and areas, whether inside a building or structure (such as the Recreation Hall) or outside (such as the Swimming Pool or Bocci Courts) are designated as NO SMOKING AREAS. Violation of the No Smoking ban is cause for the violator to be asked to comply. Any owner or tenant may request compliance from an offender. Continued violation is cause for the violator to be required (by any member of the Boards of Directors, the Property Manager, or the Park Patrol) to leave the facility or area.**

Use of all of the Venture Three, Inc. Common Elements features facilities, & functions (with the exception of the Rest Rooms) is open to both genders at all times. The same features, facilities, & functions are open to all persons of all ages. This Rule overrides any other statement herein or any signage, posted inside or outside the facilities, which otherwise limits age or gender usage (with the exceptions of the Fitness Center, see Appendix C, the Woodworms Shop, See Appendix B, and the operation a of Golf Cart, See Par 7.E.1).

3.B. Common Property Key.

- 3.B.1. The Basic Common Property Key is one which may not be duplicated, two of which have been issued to unit owners by the Venture Three, Inc. Office. Keys are marked with the unit number (owners). A key fee will be charged unit owners for the initial issuing and for the replacement of keys. **These keys issued to unit owners SHALL be provided by owners to tenants or the rental agents of the unit.** These keys shall be transferred from a selling owner to the new owner and the new owner shall confirm transfer of the keys at the time when the deed to the unit is registered with the Office.
- 3.B.2. The Basic Common Property Key provides access to the **Swimming Pool, Pool Hall, Rest Rooms, Tennis Court, Library** and to equipment for **Bocci, Shuffleboard, Pool Room, and Horseshoes as well as to the pedestrian beach access gate.**
- 3.B.3. **Lights & Door Locks: Persons using a facility shall,** if the facility is so equipped, **turn off the lights** (except when any other user remains) **and shall lock the facility** (doors and/or equipment storage lockers) **when leaving** (except when any other user remains). The main entry doors of the Recreation Hall are exempt from this locking rule as a special key is required and provided to only designated persons and the hours that the building is open to residents shall be established by the Venture Three, Inc. Board of Directors from time to time.
- 3.B.4. Any problems in or with any of the facilities shall be timely reported to the Office.
- 3.B.5. Rest rooms are available in the Recreation Hall area for any qualified Basic Common Property Key holder and their guests. Rest rooms are to be kept locked at all times except during an authorized event or function when the event Chairperson shall arrange for the rest rooms to remain unlocked only for the duration of the event or function. Rules regarding lights and reporting of problems are the same for the rest rooms as they are for other Recreational Facilities as established above.

3.C. Special Key Facilities.

- 3.C.1. **Special Keys.** Because of the high cost of the equipment and cost of maintenance of the equipment in the Woodworms **Workshop** and the **Fitness Center** and because of injury possibilities in connection with use of the power equipment in the Woodworms workshop, or use of the exercise equipment in the Fitness Center, each facility has its own individual, key which may not be duplicated and which is needed for access to each facility. The Basic Common Area Key does not permit access to either of these facilities.

- 3.C.2. Special keys for these facilities will be issued to owners and registered tenants (limited to two keys per rented unit per facility) upon payment of key deposits, and signing **BY ALL PROPOSED USERS** the appropriate release waiver and rules compliance acknowledgment forms at the Office.
- 3.D. **The Recreation Hall.** The Recreation Hall Rules are presented in their entirety in Appendix A attached hereto and incorporated herein by reference as though set forth in full.
- 3.E. **The Woodworms Workshop.** The Woodworms Workshop Rules are presented in their entirety in Appendix B attached hereto and incorporated herein by reference as though set forth in full.
- 3.F. **The Fitness Center.** The Fitness Center Rules are presented in their entirety in Appendix C attached hereto and incorporated herein by reference as though set forth in full.
- 3.G. **The Pool Hall.** The Pool Hall Rules are presented in their entirety in Appendix D attached hereto and incorporated herein by reference as though set forth in full.
- 3.H. **The Storage Lot.** The Storage Lot Rules are presented in their entirety in Appendix E attached hereto and incorporated herein by reference as though set forth in full.
- 3.I. **The Marina.** The Marina Rules are presented in their entirety in Appendix F attached hereto and incorporated herein by reference as though set forth in full.
- 3.J. **The Boat Ramp.**
- 3.J.1 Use of the Boat Ramp is limited to the owners, tenants, family & guests of owners of the Associations, and, of Holiday Out at St. Lucie, Inc.
 - 3.J.2 Boat Ramp users must have a Venture Three, Inc. or Holiday Out at St. Lucie, Inc. identification sticker or a registered guest tag from either Corporation. For the owners, tenants, family & guests of owners of the Associations, the required sticker or tag may be obtained from the Office.
 - 3.J.3 Parking of vehicles, trailers, and/or boats in the ramp area at any time is prohibited.
 - 3.J.4 The cleaning, washing, maintenance, or repair of boats in the ramp area is prohibited.
 - 3.J.5 The use of water for any purpose (excluding fire and medical emergencies) from the Maintenance buildings and area is prohibited.
 - 3.J.6 Parking of unattended boats in the water in front of or immediately adjacent to the ramp access from the water is prohibited.
 - 3.J.7 Cleaning of fish in the area of the ramp is prohibited. A Fish Cleaning Station on the south side of the Recreation Hall is available.
 - 3.J.8 Disposal of any trash, refuse, or garbage anywhere in the area of the ramp, Maintenance area, Recreation Hall, or in the water is prohibited.

3.K **The Library.**

- 3.K.1 The **Air Conditioner** is to be left on at all times.
- 3.K.2 Books, magazines, puzzles, & games may be taken out by qualified key holders without sign-out for a period of time that is respectful of others who may wish to use the item(s).
- 3.K.3 DVDs & video tapes may be taken out only after recording the required information in the Sign-Out book which is located on the desk.
- 3.K.4 All items which are being returned shall be **left on the desk**. Do **NOT** place the items on the shelves. Remember to record the return of DVDs & video tapes in the Sign-out book.
- 3.K.5 Donations:
 - 3.K.5.a Leave all donated items on the desk for the Library volunteers to process.
 - 3.K.5.b Donated books must have both covers attached, shall be in reasonably good and usable condition, and shall not have noticeable odor. Donated DVDs and video tapes shall have their original jackets. Other donated items shall be in a package that readily identifies the item.
 - 3.K.5.c Donated magazines shall be current to within last 3 months and shall be in reasonably good and usable condition.

3.D **The Recreational Facilities.**

- 3.L.1 The **Recreational Facilities** consist of but are not limited to the Tennis, Bocci, Shuffleboard, Volleyball, Pickleball & Basketball Courts, the Beach Access Area, and, any other facilities that may be added (or deleted) from time to time.
- 3.L.2 Use of all **Recreational Facilities** is limited to owners, tenants, registered guests, and/or guests accompanied by unit owners.
 - 3.L.2.a All users shall observe the rules set forth herein and all other rules as posted at each facility. Each facility shall be used only for its intended purpose to avoid damage and wear from any other use.
 - 3.L.2.b At certain specified and posted times any of the facilities may be reserved for league or tournament play. Times so reserved take precedence over general use.
 - 3.L.2.c The use of rollerblades, skateboards, golf carts, bicycles, or any other device(s) with wheels or skids are not permitted on any of the Recreational Facilities.
- 3.L.3 **Tennis Court special use rules:**
 - 3.L.3.a Court time may be reserved by owners & tenants of Venture Three, Inc. only for up to seven (7) days in advance by posting a reservation on the board in the tennis court area using the marker provided. Reserved periods are limited to one (1) hour for singles and one and one-half (1-1/2) hours for doubles.

3.L.3.b To protect the painted tennis court surface from being marred or marked, shoes with hard or colored soles are not permitted anywhere on the painted surfaces. Only footwear with white soles shall be worn while playing on or otherwise using the court surface.

3.L.4 **The Swimming Pool.**

3.L.4.a The gates are to remain locked at all times except when entering or exiting.

3.L.4.b All person's who use either of the pools do so at their own (or that of the responsible adult) risk. NO LIFEGUARD IS ON DUTY AT THE SWIMMING POOL AT ANY TIME. POOL USERS (OR RESPONSIBLE ADULTS) ASSUME ALL RISK OF INJURY DURING USE.

3.L.4.c **Children under 12** must be accompanied, at all times, by an adult when inside the gates of the enclosed pool and pool deck area.

3.L.4.d **When the Pool Cover is in place on the pool, both the pool and the pool deck are closed.**

3.L.4.e In order to be compliant with Florida law, the pool's divider rope (at the 6 ft. depth line) must be in place at all times except when pool activity requires the full length of the pool. However, when that specific activity is completed, the divider rope shall be put back in place.

3.L.4.f Pool Hours of Operation shall be as posted. Special periods may be reserved for specific activities and may have associated restrictions prohibiting other uses of all or parts of the pool area. Requests for such periods shall be made to the Recreation Committee who shall forward approved requests to the Venture Three, Inc. Operations Committee for authorization. Previously approved special periods may be amended from time to time by the same process.

3.L.4.g The following rules relate to use and conduct in both pools and the enclosed pool area. These rules are summarized on posted sign(s) in the pool area however in the event there is a conflict in statement or interpretation between the posted rules and the content of this document, the rules as stated in this document shall prevail.

3.L.4.g.1 The maximum capacity of the main pool is 34 persons.

3.L.4.g.2 Food, beverages, alcohol, glass containers, or pets are prohibited from the enclosed pool area, except, plain water in a shatter-resistant plastic or metal container or bottle is allowed on the pool deck, but not in the pool itself.

3.L.4.g.3 All persons shall shower to remove oils and lotions before entering pool. A shower at the pool area is available.

3.L.4.g.4 Persons wearing diapers must also wear disposable swimpants covering the diaper.

3.L.4.g.5 Only colorfast swimwear is permitted in the pools.

3.L.4.g.6 All balls, rafts, air mattresses, tire tubes and scuba gear shall not be used in the pool nor brought into the pool area.

- 3.L.4.g.7 Personal headphone devices shall be used for any audio players.
- 3.L.4.g.8 Persons with communicable diseases/skin disorders shall not enter either of the pools.
- 3.L.4.g.9 Disorderly conduct is not allowed and is cause for disorderly persons to be warned by a member of the Boards of Directors, the Park Patrol, or the Property Manager against such conduct and/or to be required to leave the pool area.
- 3.L.4.g.10 Violation of the pool rules is cause for the violator to be asked to comply by a member of the Boards of Directors, the Park Patrol, or the Property Manager. Continued violation is cause for the violator to be required to leave the pool area.
- 3.L.4.g.11 **Diving or jumping** into the pool is not permitted.

3.L.5 **(Deleted in its entirety 20 April 2016.**

3.L.6 **The Beach Access Area.**

- 3.L.6.a Access to, use of, and parking at the Beach Access area is limited to Venture Three, Inc. owners, tenants, & guests only.
- 3.L.6.b Any/all overnight parking in the Beach Access area is prohibited.
- 3.L.6.c The cleaning of fish anywhere in the Beach Access area is prohibited.
- 3.L.6.d Violators are subject to being required to leave the area immediately and/or having their vehicles towed at their own expense.
- 3.L.6.e In regards to having pets in the beach access area & on the beach, see par. 4.B

3.L.7 **The Bulletin Boards**

- 3.L.7.a Bulletin Board postings shall be made by Association owners or tenants only. Commercial, vendor, and service ads and postings are prohibited, and, if posted, are subject to immediate removal & disposal without notice. Persons who may remove postings are limited to members of the Board of Directors, the Property Manager, and other person(s) designated by the by the Board of Directors as custodians of Bulletin Boards.
- 3.L.7.b Bulletin Board postings shall conform to the subjects designated for the each board and shall adhere to the size limitations as stated on each board.
- 3.L.7.c Personal postings, where allowed, are limited to items or properties for sale, trade, or rent.
- 3.L.7.d All postings must have a posting date in the upper right corner. All postings which are more than one month old are subject to removal & disposal without notice on the day of the month so designated on the individual board unless the date of posting is renewed prior to the established expiration date.
- 3.L.7.e Postings shall be attached to the board using only plastic headed, push pins.

4. Common Element Use Restrictions

4.A The Common Elements (Common areas) shall not be used to park, place, or leave items for the sale of privately or commercially owned items, including vehicles, being advertised **for sale**. An exception to this restriction is in the area immediately in front of the golf cart store for golf carts and related items owned by and being advertised for sale by that business only.

4.B Pets are NOT allowed on/in any of the Common Element buildings or areas except that they are allowed on roadways, parking lots, beach access area, & designated dog walks. Although pets are allowed in the beach access area, they are prohibited from the beach itself per St. Lucie County Ordinance 03-28.

4.B.1 Pets must meet the requirements of F.S. 767 and St. Lucie County Code 7.10.3, (which at this time limits the number of pets to 3), are under owner's or custodian's control, and not dangerous as described in F.S. 767.10, 767.11, and 767.12, providing that,:

4.B.1.a All dogs are on a leash, and,

4.B.1.b Pet droppings anyplace must be picked up immediately by the individual(s) responsible for the pet and disposed of appropriately.

4.C Dangerous Dogs

4.C.1 As set forth in F.S. 767.11 and in St. Lucie County Ordinance 1-4-20, a dangerous dog is defined as one which:

4.C.1.a Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property;

4.C.1.b Has more than once severely injured or killed a domestic animal while off the owner's property;

4.C.1.c Has been used primarily or in part for the purpose of dog fighting or is a dog trained for dog fighting; or,

4.C.1.d Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack, provided such actions are attested to in a sworn statement by one (1) or more persons and investigated by the St. Lucie County Public Safety Manager.

4.C.1.e However, a dog shall not be declared dangerous if the threat, injury, or damage was sustained by a person who, at the time, was unlawfully on the property or, while lawfully on the property, was tormenting, abusing, or assaulting the dog or its owner or a family member. No dog may be declared dangerous if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

4.C.2 If a dog has been declared to be a dangerous dog by either the State of Florida, St. Lucie County, the Venture Three, Inc. Board of Directors, or any of the Boards of Directors of the Constituent Associations, the owner(s) of said dog must remove the dog from the Park immediately upon notification of the dog's being declared

dangerous. Once a dog has been declared dangerous, and until it is removed from the Park, the dog is not permitted on the common elements at any time with the only exception being when the dog is secured inside a vehicle (not a golf cart or similar open vehicle) for transport through the common element.

4.C.2.a In the event of a dog being declared dangerous and/or the owners failing to comply with a Board's request to remove the dog from the Park, the Board may seek any relief permitted under Florida or St. Lucie County law and may act in an emergency manner.

4.C.3 **Dog Breed Ban:** Constituent Associations may establish rules regarding breeds of dogs that are **not permitted** in their Association at any time by owners, tenants, or visitors. Their Boards of Directors reserve their rights to change or amend their list at any time. A current list of breeds banned is available from the Office. The following dog breeds are banned from the Common Elements.

4.C.3.a Pit Bull, Pit Bull mix.

4.C.3.b Presa Carnario

4.D Any **common nuisance**, any **illegal activity**, and/or any practice that is a source of **annoyance** to or interferes with the **peaceful possession and normal use** of the Common Elements by its owners, tenants, and/or guests is not allowed.

4.E **Quiet Hours** - Between 11:00 PM and 7:00 AM, everyone in the Park will endeavor to maintain a low noise level.

4.F **Curfew** – The curfew for anyone who is under 18 years of age is from 11:00 PM to 7:00 AM unless such person is accompanied by an adult.

4.G **Parking On Common Elements**

4.G.1 To park on any common element area designated for vehicle parking, each vehicle shall have either 1) an owner parking sticker, or, 2) an owner, tenant, or guest hang tag. The owner sticker is to be placed on the inside, lower-left corner of the windshield. The quest hang tag shall be placed so that it is visible from outside the vehicle through the windshield.

4.G.2 Overnight parking (meaning parking between 11PM and 7AM) is not permitted in any of the Common Element parking areas (including the parking area outside the entry gate from the gate to the tennis court) except that an overnight parking pass can be obtained from the Office which allows owners, tenants, and guests overnight parking only in the parking area north of the swimming pool. Vehicles parked in violation are subject to being towed at their owner's expense. Two vehicle types are excepted from this restriction, those being vehicles which are owned by one of, and are an integral part of, the two businesses in that block, namely, the Real Estate Office and the Golf Cart Store.

4.G.3 Parking is not permitted on Venture Three, Inc. Common Element Roadways at any time except during, and in the immediate area of, Venture Three, Inc. authorized events.

5. Rental of Units & Responsibilities for Tenants & Owners

5.A Advance Information Requirement, Tenant Registration, & Checkout

- 5.A.1 It is the unit owner's responsibility to submit to the Office a fully filled out rental information form not less than seven (7) days before commencement of a rental. In all rentals handled through a real estate agent instead of the unit owner, the agent shall timely submit the rental information form to the office on behalf of the owner. Notwithstanding the agent's duty, it is the unit owner's ultimate responsibility to see that the rental information form is properly filled out and timely submitted. The Rental information forms to be filled out prior to any rental may be obtained from the Venture Three, Inc. office.
- 5.A.2 It is the responsibility of the unit owner, prior to the day their tenant is scheduled to arrive, to advise the tenant that all tenants upon entering the Park and prior to taking occupancy at the rented unit are required to register at the Office to be in compliance with Florida Statutes requiring condominium associations to maintain a list of who is present in the park and when they are there. Unless established at registration, tenants are required to advise the Office of their departure prior to the conclusion of their rental period.
- 5.A.3 Upon entering the Park all tenants before taking occupancy of the rented unit are required to:
- 5.A.3.a Complete the registration process at the Venture Three, Inc. Office. In the event the Venture Three Office is not open at the time of arrival, the tenant must complete the registration process no later than the first business day after arrival in the Park.
 - 5.A.3.b Pay a \$10.00 non-refundable registration fee. This one fee applies to the renting family/group, all of whom are to be registered to comply with Florida law. The fee applies to the entirety of each contiguous rental period regardless of duration.
 - 5.A.3.c The tenants may obtain from the Venture Three Office upon signing the current waiver/release forms and upon payment of refundable key deposits, special access keys to the fitness center and/or the woodworms shop. (See Rule 3.C.). Tenants shall be responsible to comply with all age restrictions and other use rules for both of those facilities. (See Rule 3.E. and F.) Failure to comply with the rules, including but not limited to allowing unauthorized individuals to have access to the facilities shall result in forfeiture of the right to access and use those two facilities and demand for immediate return of the access keys.
 - 5.A.3.d Receive and acknowledge receipt of a Welcome to Venture Three, Inc. packet that will include but not be limited to a summary of basic general rules, pet rules and vehicle rules that must be complied with during the rental period. Tenants are required to comply with all published rules of Venture Three, Inc. and those of the residential Constituent Association where the rented unit is located. It is the Unit owner's responsibility to provide the tenants with a complete and current set of all applicable rules.

- 5.A.3.e For all pets that will be at the rental unit at any time during the rental period, the tenants at registration must provide proof of vaccination if such proof has not been provided prior to the rental commencement. For dogs, the proof of current vaccination shall include rabies, DHLPPC, and kennel cough. For cats, the proof of current vaccination shall include rabies. The tenant shall pay a \$5.00 non-refundable pet registration fee for each pet being registered. Unregistered pets belonging to the tenant or to a guest(s) of the tenant are not allowed at the rental unit.
- 5.A.3.f In all cases where the unit being rented is vacant lot and the tenant will be placing a recreational vehicle (motorhome, 5th wheel trailer, or travel trailer) on the unit, an RV escort will be provided by the Venture Three Office to assist the tenant in locating the unit being rented, and, to provide assistance in placement of the recreational vehicle properly on the unit within the applicable set backs and in compliance with any/all applicable siting rules and any maximum RV size rules that have been or may be adopted by the Constituent Association where the rented unit is located. Any recreational vehicle placed on a rented unit without the use of an RV escort may be required to re-site the recreational vehicle to bring its location on the unit into compliance with setbacks and siting rules of Venture Out at St Lucie, Inc. or Venture Out at Indian River, Inc.
- 5.A.3.g All tenants and guests of tenants shall observe and follow the parking rules as established in published rules approved by the Constituent Association in which the tenants/guests reside. In general, there may be specific restrictions that limit parking of daily transportation vehicles, golf carts, boats, PWC, tow trailers, tow dollies, utility trailers, and the like on lots or at units. Any vehicle which is approved for the location may under no circumstances overlap onto the roadway when parked. All tenants who have a boat, PWC, boat trailer, PWC trailer, RV, tow dolly, or tow vehicle that they would like to park in the storage lot may request rental of a storage lot space for the duration of their tenancy in the park and if a space is available shall pay the current rate for rental of the storage lot space.
- 5.A.3.h All tenants shall notify the Venture Three, Inc. Office when they are leaving the Park at the end of the rental term. At that time the tenants shall return any keys that they obtained from the Venture Three, Inc. Office for which a deposit was paid. The deposits shall be refunded at the time the keys are turned in to the office.
- 5.A.4 The maximum number of overnight guests allowed per unit is determined by the number of sleeping areas in the unit and is based in part on the guidelines established by the Department of Housing and Urban Development (HUD). A unit is allowed a maximum of eight (8) persons or two persons per sleeping area, plus two additional persons, whichever is less. This does not mean every unit is allowed eight (8) persons but eight (8) is the upper limit when calculating the allowable number by the formula. A sleeping area is defined as an area containing a bed, futon, or sleeping sofa sized for two persons (one person areas reduce the allowable number accordingly).

5.A.5 It is the owner's responsibility to ensure the basic services requirements for water, sewer, and electrical are met and these services described are in good & working order. If it is known to Venture Three, Inc. that any of the three basic services are not in working order at the time of registration, Venture Three, Inc. reserves the right to deny registration and tenant's entry into the Park. In the event a tenant(s) (registered or unregistered) enters the Park and a unit that does not have the basic services operational, that tenant(s) shall be required to leave that unit upon notification by Venture Three, Inc. Insofar as rental activity is wholly between the owner (or the owner's agent) and the tenant, any effort on the part of the Board of Directors and/or personnel of Venture Three, Inc. to correct for deficiencies, if so asked by the tenant, owner, or owner's agent, will be billed to the unit's owner at a rate as established by the Board of Directors, and as amended from time to time, for all labor plus the costs of any/all materials and/or hired contractors.

5.B Tenants who demonstrate a willful disregard for the requirements of the Venture Three, Inc.'s documents and/or the rules for the Common Elements of Venture Three, Inc., or, whose behavior is in violation of the rules could result in a written warning being issued to the unit's owner by the Property Manager on behalf of Venture Three, Inc., as well as the Constituent Association, requiring immediate and effective action on the owner's part in achieving corrective action regarding their tenant's behavior. Failure on the tenant(s) part to comply could result in action(s) by the Constituent Association which could result in fines being levied and/or the tenant(s) being required to leave the Park. Owner's who chose to contract with a rental agent are not absolved of the ultimate responsibility for the conduct of the tenants. Further, behavior that is, under the laws of Florida and/or St. Lucie County, a felony or misdemeanor may result in the tenant(s) and/or guest(s) being required to leave the Park immediately upon notice.

5.C Insofar as Venture Three, Inc. has no contract with the owner's rental agent, Venture Three, Inc. will not negotiate with said rental agent for any matters of non-compliance with the Rules and Regulations by tenant(s), except as a matter of "good neighbor practice" in some cases where it is believed by Venture Three, Inc. that a quick resolution to an initial occurrence of a problem might be obtained. Venture Three, Inc. is not bound in any circumstances to try the "good neighbor practice" before contacting the owner.

5.D If Venture Three, Inc. becomes aware of any tenant occupying any unit who has not registered, Venture Three, Inc. shall attempt to contact the tenant and request that he/she comply with the registration requirements. Alternatively, a hang tag reminder notice may be left at the unit requesting that the tenant register at the Venture Three, Inc. office.

6. (Reserved for future use.)

7. Road Use and Traffic Rules

7.A Speed Limits for Motor Vehicles.

7.A.1 All owners, tenants, visitors and guests shall operate their automobiles, trucks, motor homes, motorcycles, and golf carts (i.e., all motor vehicles) with due care,

caution, and reasonable control at all times. No such vehicle shall be operated at speeds exceeding 10 miles per hour and the operator shall observe all traffic control signs.

- 7.A.2 Failure to observe and follow all of the operational rules for motor vehicles, as established in subparagraphs 7.A.1 and others herein, by anyone operating a motor vehicle within Venture Three, Inc. (or any of its three Constituent Associations) could result in fines being levied by the applicable constituent association, suspension of granted privilege to operate a motor vehicle on the roadways, or other action taken including all enforcement actions permitted by Florida Statutes and by the By-Laws and/or Rules of Venture Three, Inc. (and any of its three Constituent Associations).

7.B Pedestrian Use of Roadways

- 7.B.1 **Under Florida law, pedestrian regulations are set forth in F.S. 316.130 as part of the uniform traffic control laws. All pedestrians in Florida whether inside of or outside of any section of Venture Three, Inc. are required to comply with the State laws.**

Pedestrians are defined as all persons who may be using the Park roadways and are on foot or are using any one of a number of non-motorized, wheeled items, such as roller blades, skates, or scooters (human driven), and like items. In no way is this meant to, nor does it, limit the use of items intended for persons in need of assistance for walking, i.e., a walker, or some other mechanical device, to include, but not limited to a wheelchair, a motorized wheelchair, or a scooter type assistance vehicle.

- 7.B.2 Pedestrians using the Park roadways always have the right of way. All motor vehicles, bicycles, & tricycles shall yield to pedestrians.
- 7.B.3 Pedestrians shall stay to the outer most edges of the roadways, although it is recommended that pedestrians use the side of the roadway so that they are facing the oncoming motor vehicle traffic.
- 7.B.4 As motor vehicle traffic approaches, pedestrians shall endeavor to use a single file mode to avoid the motor vehicle having to use the wrong side of the road to pass.
- 7.B.5 Pedestrians, between sunset and sunrise (herein after meaning night), should be mindful of the diminished visibility the operator of a motor vehicle might have (as opposed to that vision during daylight hours). In the interest of safety of everyone, pedestrians at night shall wear/carry a light (preferably a flasher) visible to motor vehicle traffic approaching on the pedestrian's side of the road. Alternatively, and it is recommended to be concurrently, pedestrians are encouraged to carry, in addition, a flashlight as a means of indicating their presence on the roadway. Pedestrians are encouraged to wear white or light clothing at night to increase their visibility to motor vehicle operators.
- 7.B.6 Pedestrians, between sunset and sunrise, are prohibited from using any of the wheeled items defined in 7.B.1 above and as such, are limited to foot traffic only.

The exception to this restriction is persons needing assistance as defined in 7.B.1 above. However, such persons must have sufficient lighting to effectively make their presence unquestionably known to approaching vehicular traffic coming from the front, sides, and rear as a part of or otherwise attached to the assistance device or on the assisted pedestrian.

- 7.B.7 Insofar as Venture Three, Inc. does not have safe nor dedicated facilities for skateboarding, the USE OF SKATE BOARDS and/or HOVER BOARDS IS NOT PERMITTED, nor is the use of any similar item(s) that may yet come to the marketplace, at any time on any of the common elements of Venture Three, Inc. Owners are responsible to ensure that all tenants & guests (including family members) are made aware of the restriction prohibiting the use of skateboards/hoverboards, et.al.

7.C **Bicycles, Tricycles, and Skateboards**

- 7.C.1 Under Florida law, bicycle regulations are set forth in F.S. 316.2065 as part of the uniform traffic control laws. All bicyclists in Florida whether inside of or outside of Venture Three, Inc., or any other section of Venture Three, Inc., are required to comply with State laws.

Bicycles and tricycles shall be operated and maintained in accordance with Florida Statute (hereinafter F.S.) 316.2065 and as required by the following:

- 7.C.1.a Bicycles and tricycles must be human powered otherwise they are considered motor vehicles subject to the motor vehicle rules.
- 7.C.1.b A bicycle or tricycle rider who is under 16 years of age must wear a bicycle helmet that is properly fitted and is fastened by a strap in accordance with F.S. 316.2065(3)(d).
- 7.C.1.c A bicycle or tricycle may not carry more persons at one time than the number for which it was designed (excluding infants and children carried by an adult in an industry approved child seat accessory or in a backpack type carrier) in accordance with F.S. 316.2065(3)(a).
- 7.C.1.d Any person operating a bicycle or tricycle at less than the normal speed of traffic, at the time and place, shall ride as close as practicable to the right hand edge of the roadway unless conditions at the time do not permit safe operation in accordance with F.S. 316.2065(5)(a).
- 7.C.1.e Persons riding bicycles shall not ride more than two abreast and shall not impede traffic when operating at less than the normal traffic speed in accordance with F.S. 316.2065(6). Persons operating tricycles may not ride two or more abreast.
- 7.C.1.f Every bicycle and tricycle must be kept in good operating and safe condition.

7.C.1.g In accordance with F.S. 316.2065(8), every bicycle and tricycle operated between sunset and sunrise shall be equipped with the following:

7.C.1.g.1 A visible white front light or a suitable white light worn or carried by the rider in a manner so as to not degrade safe handling of the bicycle or tricycle, and,

7.C.1.g.2 A visible rear red light and red reflector. The red light showing to the rear may be a taillight or a red light/flasher worn on the operator's back, for example. A red reflector alone does not meet this requirement for a red light showing to the rear.

7.C.1.h Every bicycle and tricycle shall be equipped with brake(s) which will enable its rider to stop safely in a normally expected manner in accordance with F.S. 316.2065(14).

7.D Golf Carts Annual Registration

7.D.1 Golf cart owners and renters are required to register their golf cart with the V3 office. A golf cart registration form must be obtained from the V3 office, filled out and submitted to the office along with an initial registration fee of \$5. The registration form requires the registrant to attest by signature that he/she has received and read the golf cart rules, will abide by the rules and will be responsible to ensure that all users of the golf cart in the V3 park will abide by the golf cart rules.

7.D.2 Registration also requires presentation to the V3 office of proof of liability insurance providing liability coverage of \$100,000.00 minimum. Proof of the expiration date of such coverage must be provided at the time of registration. A copy of the declaration sheet listing the coverage and expiration date will be sufficient. The insurance coverage must not be cancelled or be allowed to lapse during the registration period.

7.D.3 Owners/renters, upon completion of the registration process, will receive a sticker which is to be placed in the lower left corner of the windshield on the golf cart. All golf cart registration stickers will expire annually on September 30th and must be replaced by a new sticker to be obtained from the Office. There will be no fee for the new sticker. Proof of insurance as defined in paragraph 2 above shall be provided to the Office to obtain the new annual sticker. If the golf cart is not equipped with a windshield then the sticker needs to be placed on the cart as close as possible to the location where a windshield would be located.

7.D.4 Failure to register a golf cart, and/or to obtain and place a sticker on the golf cart in the designated location could result in fines being levied or other action taken as permitted by the Florida law, including but not limited to, the Florida Condominium Act. Fines may be levied by Venture Three, Inc. in an amount not to exceed \$50.00 per day up to a \$1,000.00 maximum.

7.D.5 Golf Cart rental agents will be requested to pre-register the carts with the Office and to have their renters sign an acknowledgement that they have read the Rules and Regulations and will abide by them. One copy of the signed acknowledgement form

shall be given to the renter, one shall be retained by the rental agent and one shall be provided by the rental agent to the Office. In the event a golf cart is rented from a rental source that does not comply with this sub-rule or does not pre register the cart, provide proof of insurance and affix the required sticker on the cart, the renter shall be required to register the vehicle and comply with the registration rules prior to operating the golf cart within Venture Three, Inc.

7.E **Golf Carts Operation**

7.E.1 Golf carts are permitted to be operated on the roadways and parking areas in Venture Three, Inc. No one under 14 years of age is permitted to operate a golf cart in Venture Three, Inc. When ever the words Venture Three, Inc. are used in any sub paragraph in this Section B, the rules set forth therein shall equally apply within all three of the Constituent Associations.

7.E.2 A golf cart is a motor vehicle as defined by Florida Statutes Section 316.003(68) and Section 320.01(22), and therefore a golf cart operated in Venture Three, Inc. is required to observe and follow, as is every other motor vehicle (i.e., cars, trucks, & motorcycles), all Florida State and St Lucie County traffic laws, which are incorporated herein and adopted as the traffic rules in Venture Three, Inc., including but not limited to, relinquishing right of way to pedestrians, 10 MPH speed limit throughout Venture Three, Inc., and the requirement to stop at all stop signs in Venture Three, Inc.

7.E.3 Each golf cart operated within Venture Three, Inc. must have the following equipment which is to be maintained in proper operable condition: brakes, reliable steering apparatus, safe tires, rear view mirror, headlights, and red tail lights or red flasher lights visible from the rear of the golf cart. Headlights and taillights must be used whenever the golf cart is driven between dusk and dawn.

7.E.4 Failure to observe and follow all traffic rules discussed in paragraph E.2, or the mandatory equipment requirements discussed in paragraph E.3. by anyone operating a registered golf cart within Venture Three, Inc. could result in fines being levied or other action taken including all enforcement actions permitted by Florida Statutes including but not limited to the Florida Condominium Act. Fines may be levied by Venture Three, Inc. in an amount not to exceed \$50.00 per day up to a \$1,000.00 maximum.

7.F **All Terrain Vehicles (ATVs)**, and all similarly classed vehicles, are **not** permitted to be operated at any time by owners, guests, or tenants on the Park roadways or other common elements.

8. **(Reserved for future use.)**

9. **Tree Trimming**

9.A The period(s) for trimming of palm trees shall be established by the Venture Three, Inc. Board of Directors and is subject to change from time to time.. Trees in the Park not trimmed by the unit owner before the noticed due date(s) will be trimmed under the cognizance of the management agent. Unit owners will be billed for all tree trimming done at their unit.

9.B Trimming shall include removal of loose branches, coconuts and berries on palms.

10. **Hurricane Season** In order to minimize the risk of damage to Venture Three, Inc. property and the common elements during hurricane season, the following requirements apply:

10.A Dates of the season are **June 1st to December 1st.**

10.B All Recreation Vehicles, when the tow vehicle and the owner are not in residence, must be removed from the unit's lot to either the storage area or off Park property prior to June 1st. For RVs when the owner & tow vehicles are in residence, the RV must be removed from the unit's lot to either the storage area or off Park property within 24 hours of the issuance of a hurricane warning for the Park area. This applies only to mobile RVs and **not** to those RVs that are **permanently tied down** per Florida statutory requirements and Florida administrative regulations.

10.C All **trailerable boats and Personal Water Craft (PWCs)**, including those in the storage area, either on or off their trailers, must be tied down per Florida statutory requirements and Florida administrative regulations or immediately removed from the Park when a **hurricane warning** is issued. Absentee owners shall make their boats and PWCs secure as required prior to owners leaving the Park or shall have made arrangements for a designated person or service company, in the event of a hurricane warning, to secure their boats and PWCs as required or alternatively have same removed from Venture Three, Inc. property.

10.D Owners shall, in adequate manner, **secure all boats and PWCs on lifts** to the lifts and to the dock structure to ensure the craft will remain in place on their lifts during a hurricane or other high velocity winds. Absentee owners shall make their boats and PWCs secure as required prior to owners leaving the Park or shall have made arrangements for a designated person or service company, in the event of a hurricane warning, to secure their boats and PWCs as required or alternatively have same removed from Venture Three, Inc. property.

10.E Owners shall, in adequate manner, **secure all boats in the marina** to the docks and to the concrete structure of the slip to ensure the craft will remain in place in their slips during a hurricane or other high velocity winds. Absentee owners shall make their boats secure as required prior to owners leaving the Park or shall have made arrangements for a designated person or service company, in the event of a hurricane warning, to secure their boats as required or alternatively have same removed from Venture Three, Inc. property. The boat owner is responsible for any damage to the marina infrastructure caused by the boat in high velocity winds or by a flooding condition.

10.F During hurricane season **boats and PWCs shall not be left in the water** adjacent to the seawall at any unit for which the owner is absent. Unless the unit is equipped with a boat lift and the boat or PWC is secured, all such boats or PWCs shall be removed from the unit to either the Venture Three, Inc. storage area (and appropriately tied down in storage) or removed to off Venture Three, Inc property. Absentee owners shall make these provisions for their boats and PWCs prior to owners leaving the Park

for the season. Resident owners shall, in the event of a hurricane warning, remove all boats and PWCs from the water as required.

- 10.G As discussed in section 2.A.15 above, each Unit owner shall properly secure all personal property on his respective Unit against the hazard of **high velocity winds**. During hurricane season if an owner is not in residence in the park and has left personal property on his unit that may be a hazard during a high velocity wind storm or hurricane Park personnel may remove that personal property and store it. The same applies to any owner in residence who may leave personal property which may become a hazard in the event of a hurricane warning and who may have evacuated as a result of the warning or cannot otherwise be contacted. The lot owner may retrieve his personal property upon payment to Venture Three, Inc. of the reasonable cost of removal and storage. Failure to make such payment and to retrieve the personal property within 30 days after return to the park will result in disposal of the property by donation, sale or otherwise.
- 10.H **Hurricane tie down** rules will be strictly enforced. If an owner is advised by the Board of directors to make corrections, they must be made within 30 days of such notice. Failure to take such remedial action as is necessary may result in Park personnel securing the property at cost to be charged to the lot owner.

11.WORK BY CONTRACTORS & TRADES, PROFESSIONAL, AND COM-MERCIAL PERSONS

- 11.A 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, the Venture Three, Inc. Property Manager, and a representative from the applicable Association's Building Committee shall meet prior to the formal submittal of the Form #101 to ensure that everyone involved understands and will follow all the construction related rules. The Building Committee shall be responsible for attaching a copy of the complete Rule 11 to each Form #101 prior to the meeting. The principal parties shall sign the Form #101 at that meeting. Their signatures are evidence that 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.
- 11.A.1 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.
- 11.B **Construction Work Hours & Limitations** 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 that is required in emergency situations. 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 pertinent Association's President defined by but not limited to the following:

- 11.B.1 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.
- 11.B.2 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 pre-arranged 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 pertinent Association's Board of Directors with the intent being to define further guidance.
- 11.C 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 (those readily answered by the individuals) of the general contractor and the designated supervisor shall be conspicuously posted near the roadside of the construction/work site.
- 11.D **Parking of Contractor Vehicles at Construction Sites** Contractor vehicles 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.

- 11.E 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 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. 8.E.4 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.
- 11.F Contractors who have vehicles parked in front of a unit which is the subject of a 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. 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.
- 11.G The owner will be **liable for any damages** to any common utilities, common area, roadways, and neighboring property caused by the owner or his contractors.
- 11.H It is the owner's responsibility to see that all contractors maintain the common elements and the roadways used in a neat, clean and safe condition at all times; not permit building materials to be stacked, piled or located outside the boundaries, e.g., on the common elements or roadways; that all neighboring property and common property is respected, not utilized without permission, and remains undamaged or, in the event damage is done, that it is repaired in a timely manner, and that there is a **complete cleanup** of any/all infringement(s) after any type of construction/repair work.
- 11.I If any area is covered with concrete, pavers, garden plants, grass, or other material which belongs to the owner, where **underground utilities may be installed**, it will be the owner's responsibility to remove (or have removed) and replace said material(s) if the utility must be made accessible for servicing.
- 11.J **The content of rule 11., et. al., notwithstanding, 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 owner's attention for resolution.

12. Easements

- 12.A An easement ten (10) feet in width is reserved along the inside of and across each of the unit lines of each unit in the Subdivision for installation and maintenance of utility services, and it is understood that such easement may be used by the condominium, the management agent (at this time being Venture Three, Inc.), and/or its assigns, for such installation and maintenance, as the case may be, for service either to the Condominium property or other property or projects of the condominium in the general area of the Condominium.

13. Conflicts

- 13.A In the event of any conflict, between the rules and regulations contained herein, and as from time to time amended or adopted, or any of the Associations' documents, and the Condominium Act or the Homeowner's Association Act (as they apply to units), the Condominium Act or the Homeowner's Association Act shall prevail.

14. Notification of Rule Violation

- 14.A It is the responsibility of the Board of Directors to enforce the Rules and Regulations. Owners and/or tenants will be notified, in writing, when a violation occurs and upon receipt of such notification the owners and/or tenants will have 30 days to correct the violation. However, during emergency situations, which include but are not limited to hurricanes, or during other situations that create an immediate health or safety hazard to other Owners and/or Tenants, or to any unit or common area, or to any structure or personal property, the Venture Three, Inc. Board of Directors, in the exercise of its discretion, shall give such notice as is reasonable under the circumstances, and shall determine a reasonable period of time in which the violations must be corrected. This reduced time notice shall not be less than 24 hours and shall be as close to 30 days as the immediate situation allows.

15. Previous Rules and Regulations

- 15.A These Amended Rules and Regulations, supersede and replace all those previously approved by the Board of Directors, whether or not recorded in the St. Lucie County Records.

16. Recorded copy and posting

- 16.A A copy of these Rules and Regulations as recorded is on file in the Venture Three Inc. office.

Amendments to the Rules were authorized and approved by the Board of Directors of Venture Three, Inc. on February 16, 2011 & April 20, 2011.

Amendments to the Rules were authorized and approved by the Board of Directors of Venture Three, Inc. on March 18, 2015.

Amendments to the Rules were authorized and approved by the Board of Directors of Venture Three, Inc. on April 20, 2016.

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**Venture Three, Inc.,
A Corporation Not-for-Profit**

RECREATION HALL RULES

Appendix A

to

By-Laws, Article XI, Section 3 (cont.)

Rules and Regulations, Rule 3.D

As Amended

20 April 2016

These rules have been adopted by the Recreation Committee and have been approved by the Venture Three, Inc. Board of Directors. Any and all amendments shall be drafted and adopted by the Recreation Committee and submitted to the Venture Three, Inc. Board of Directors for approval.

This amendment adds this cover page, changes the paragraph numbering, and establishes the Recreation Hall Rules as Appendix A. All prior Rules & Regulations relating to the Recreation Hall are no longer in effect and are replaced in their entirety by this Appendix. These Amended Rules, as adopted by the Venture Three, Inc. Board of Directors, are binding upon all unit owners, tenants, & guests.

Said Amended Rules are as follows:

3.D. **The Venture Three, Inc. Recreation Hall.**

3.D.1. The **Recreation Hall** is available between the hours of 7:00 a.m. and 8:00 p.m. only, unless there is a special function.

3.D.2. **Air conditioners** in Recreation Hall: Leave the thermostats set at posted temperature setting when Recreation Hall is not use.

3.D.3. All exterior doors are to be locked by the special event host at the end of a special event that is outside of normal open hours.

3.D.4. Simultaneous use: Individuals and Groups using the Recreation Hall are to be respectful of any/all other group(s) who are using the Recreation Hall facilities at the same time with respect to noise level, intrusion on other group(s), and like disruptions or distractions.

3.D.5. The **Conference Room** (also called the **Board Room**) shall be used only by reservation which may be made at the Venture Three, Inc. office.

3.D.6.a. Users shall clean up the conference room after each use and turn the lights off when leaving.

3.D.6. **RECREATION HALL RESERVATION REGULATIONS.** These regulations provide an orderly process as well as fair and equal opportunity to all Venture Three owners, residents, & tenants for the reservation and use of the Recreation Hall. The reservation and use of the Recreation Hall will be managed by the Recreation Chairperson.

3.D.6.a. **Coordination:**

3.D.6.a.(1) The Recreation Chairperson is responsible for the reservation & scheduling use of the Venture Three Recreation Hall.

3.D.6.a.(2) The Recreation Chairperson will approve and coordinate the reservation of the Venture Three Recreation Hall for all General Use and Exclusive Use events except for meetings of the Boards of Directors (all 4 Boards).

3.D.6.b. **General Use:** General use is defined as:

3.D.6.b.(1) Any meeting called by the Venture Three, Inc. Board of Directors, or the Boards of Directors of Venture Out at St. Lucie, Inc., Venture Out at Indian River, Inc., or Venture Harbour, Inc., or,

3.D.6.b.(2) Any event which is open to all Venture Three, Inc. owners, residents, and tenants, but which may be limited in attendance by sale of tickets or by reservations based on the Recreation Hall's capacity and/or other factors determined in advance by the event's sponsors, or,

3.D.6.b.(3) Any event, meeting or activity sponsored by any organized Venture Three, Inc. Recreational Group in which **group participation is open to all Venture Three, Inc. owners, residents, and tenants.**

3.D.6.b.(4) Any activity which is regularly scheduled and conducted in the Recreation Hall on a certain days of the week, weekly or monthly basis and in which participation is open to all Venture Three, Inc. owners, residents, and tenants.

3.D.6.c. **Exclusive Use:** Exclusive use is defined as:

3.D.6.c.(1) Any event, activity or meeting scheduled and sponsored by any Venture Three, Inc. owner or tenant that does not qualify as a General Use event as defined in paragraphs 2.A 5.b.

3.D.6.d. **Regulations:**

3.D.6.d.(1) All sponsors and committee members of all events, meetings and activities shall follow and adhere to the Recreation Hall Use Rules and Decorating Guidelines.

3.D.6.d.(2) The Recreation Hall & equipment setup shall be coordinated with the Venture Three, Inc. Office no less than two (2) working days (Monday thru Friday) in advance of the day of the event or activity. Standing orders for repeating activities may be scheduled but individual cancellation dates should be communicated 2 working days in advance whenever possible.

3.D.6.d.(3) **General Use Reservations** must be made with one of the following:

3.D.6.d.(3)(a) For a potluck dinner, with the Potluck Chairperson. No reservation form is required.

3.D.6.d.(3)(b) For a special event, with the Special Event Chairperson. No reservation form is required

3.D.6.d.(3)(c) For a General Use activity not covered by paragraphs 2.A.5.d.3.a & 2.A.5.d.3.b, with the Recreation Chairperson. A Recreation Hall Reservation Form may be waived or required to be filed at the time the reservation request is made.

3.D.6.d.(4) **Exclusive Use Events**

3.D.6.d.(4)(a) Exclusive use events are limited to events which will have a minimum of 66-2/3% of the participants being owners, residents, or tenants of any of the three constituent associations.

3.D.6.d.(4)(b) The Venture Three, Inc. Recreation Hall will not be available for wedding receptions under any circumstances.

3.D.6.d.(4)(c) Exclusive use events may be scheduled for the Venture Three, Inc. Recreation Hall when they do not conflict with any general use events or activities. Reservations shall be made with the Recreation Committee Chairperson.

3.D.6.d.(4)(d) All exclusive use events are required to provide a refundable security deposit, a custodial fee, and a kitchen cleaning fee (if the kitchen is reserved), all to be paid at the time of the reservation

request. These fees shall be established by the Recreation Committee, or the Operations Committee, or the Board of Directors and are subject to change from time to time. Fees shall be stated on the Reservation Form. Some or all of these deposits or fees may be waived if any of the following conditions exist:

3.D.6.d.(4)(d)i. Where the participation in the exclusive event is at least 75% by owners, residents, or tenants of the three constituent associations (hereafter Venture Three, Inc. owners, residents, or tenants), the security deposit, the custodial fee, and the kitchen cleaning fee are waived.

3.D.6.d.(4)(d)ii. Where the exclusive event is for the benefit of any one or more association(s) but not open to all Venture Three, Inc. owners, residents, and tenants, and participation is limited to the named association(s)'s owners, residents and tenants, the security deposit, the custodial fee, and the kitchen cleaning fee are all waived.

3.D.6.d.(4)(e) Exclusive use events shall not have access to or use of the supplies of the #10 room except for Association events as specified in paragraph 2.A.5.d.4.d.2.

3.D.6.d.(4)(f) **Recreation Hall Reservation Form for Exclusive Use Events**

3.D.6.d.(4)(f)i. All exclusive use events require the use of the reservation form which shall be submitted by the event sponsor at the time of the reservation.

3.D.7. Borrowing of Recreation, Recreation Hall, or Kitchen Equipment

3.D.6.a. Select Recreation, Recreation Hall, or Kitchen equipment such as but not limited to tables, chairs, and kitchen equipment may be borrowed by residents after signing a borrowed equipment for available from the Recreation Committee Chairperson.

3.D.6.b. Some equipment is **not** available to be borrowed, including but not limited to the Recreation Hall tables, the padded chairs with the special, non-marring leg caps, the televisions/cabinets, and the piano. This listed of restricted equipment is subject to modification by the Recreation Committee or its Chairperson from time to time.

3.D.8. RULES AND GUIDELINES FOR RECREATION HALL DECORATIONS

3.D.6.a. These rules and guidelines apply to all event committees and private groups who use the Recreation Hall.

3.D.6.b. Lightweight decorations such as but not limited to plastic snowflakes, balloons, and streamers may be hung from the ceiling grid using the clips that are provided for that specific purpose. However, these decorations may be

attached only to the ceiling grids without the ceiling star lights to prevent possible damage to the star lights.

- 3.D.6.c. Wall decorations should be confined to the 19 decorator panels ONLY, or the wall hooks provided. Decorations shall be clean and of materials that will not damage, mar, or discolor the panels.
 - 3.D.6.d. Attachment of decorations to the wall panels shall be limited to use of common pins, push pins, thumb tacks, or staples from desk-type stapler. Nails, tape, or staples from a staple gun shall not be used.
 - 3.D.6.e. Use monofilament to hang lightweight items from the wall lights.
 - 3.D.6.f. Use of nails, staples, tape, hooks, tacks or any other material or device that could damage the surfaces shall not be used on any wall surface, woodwork, chair-rails, doors, or window valances.
 - 3.D.6.g. Window valances should not be used to carry or hang decorations.
 - 3.D.6.h. Because the east and west doors have had tinted film applied and it is easily damaged, do not attach anything to the door frames or the glass surfaces.
 - 3.D.6.i. All special event decorations shall be removed within the 24 hours after the event. Exceptions to this removal requirement require the approval of the Recreation Committee Chairperson. This requirement does not apply to the seasonal Christmas decorations.
- 3.D.9. All questions and issues regarding the interpretation, application, and enforcement of the Rules & Regulations of this Appendix shall first be directed to the Recreation Chairperson for resolution and if needed that resolution shall be ratified/not ratified by the Venture Three, Inc. Board of Directors.
- 3.D.10. **Issue and Revision Control**
- 3.D.6.a. These Regulations shall be deemed to be in effect immediately when approved by the Board of Directors of Venture Three, Inc. and shall remain in effect until amended, superseded, or revoked by actions of the Recreation Committee and that of the Board of Directors of Venture Three, Inc.

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Venture Three, Inc.,
A Corporation Not-for-Profit

WOODWORMS (WOODSHOP) RULES

Appendix B

to

By-Laws, Article XI, Section 3 (cont.)

Rules and Regulations, Rule 3.E

As Amended

20 April 2016

These rules have been adopted by the Woodworms Committee and have been approved by the Venture Three, Inc. Board of Directors. Any and all amendments shall be drafted and adopted by the Woodworms Committee and submitted to the Venture Three, Inc. Board of Directors for approval.

This amendment changes this cover page, the paragraph numbering, and adds age restrictions. All prior Rules & Regulations relating to the Woodworms are no longer in effect and are replaced in their entirety by this Appendix. These Amended Rules, as adopted by the Venture Three, Inc. Board of Directors, are binding upon all unit owners, tenants, guests, & registered Woodshop individuals.

Said Amended Rules are as follows:

3.E. **The Woodworms (Woodshop) Workshop.**

- 3.E.1. **AGE LIMITATION FOR USE:** No one under the age of 16 is permitted to be in the Woodworms Shop or to use the Woodworms Shop equipment at any time. Minors between the ages of 16 and 18 are allowed in the Woodworms Shop but must at all times be supervised by a parent or guardian who must remain in the Woodworms Shop the entire time the minor is in the facility. **The parent or guardian must sign the Woodworms Shop General Release Liability Waiver and Usage Agreement for each such minor between the ages of 16 and 18** before said minor is permitted to enter the Woodworms Shop and to use the equipment.
- 3.E.2. **FEES, OWNERS:** A key is required to obtain entrance to the Woodworms Shop. **The execution of the Woodworms General Release, Liability Waiver, and Usage Agreement must be completed for all users before a key will be issued.** Any V-3 Owner may obtain a key at the Venture Three, Inc. office upon payment of an initial key deposit, refundable upon return of the key to the Venture Three office, payment of an annual expendables fee for equipment consumables, the fee and the key deposits to be established by the Venture Three, Inc. Board of Directors and adjusted from time to time dependent upon the needs and the then present costs. The fee will be due April 1st of each year.
- 3.E.3. **FEES, TENANTS:** The Registered Occupant of a rented unit may obtain access to the Woodworms Shop during the rental period upon execution of the Woodworms General Release, Liability Waiver, and Usage Agreement and by payment of a tenant key deposit, refundable upon return of the key at the termination of the rental period, plus a non-refundable annual expendable equipment fee.
- 3.E.4. An individual who has not paid the key deposit and annual expendable equipment fee when due, or who has not signed the Woodworms General Release, Liability Waiver, and Usage Agreement shall not be permitted access to the Woodworms Workshop or use of the Woodworms Shop equipment, power tools, and hand tools.
- 3.E.5. Allowing access to the Woodworms Shop or loaning a key to any individual who does not have a key or is not qualified to obtain a key and use the Woodworms Shop, will result in immediate revocation of the right of the person granting access or loaning a key, to retain a key, and have access to the shop and to use its equipment, power tools, and hand tools.
- 3.E.6. **Guests are not permitted** in the Woodworms Workshop because of the liability issues that could arise.
- 3.E.7. No Woodworms tools are to be taken from the shop at any time.
- 3.E.8. Finishing is permitted only inside the shop.
- 3.E.9. No spray painting is permitted on the premises.
- 3.E.10. Storage of combustible materials is prohibited.
- 3.E.11. Only new wood, free of debris and metal, is to be used on the power tools.
- 3.E.12. Ask for guidance if you are unsure of use of any of the equipment, power tools, or hand tools.

- 3.E.13. Clean up after yourself. No janitorial services are provided by Venture Three, Inc.
- 3.E.14. The Woodworms Shop will not be staffed by anyone and people using the facility, power tools, and hand tools are not to use any of such equipment unless they are familiar with requirements for proper and safe operation.
- 3.E.15. Use of any equipment, power tools, or hand tools is at the user's own risk and assumes all risks of injury and damage inherent in use of such equipment.
- 3.E.16. These regulations shall remain in effect until modified or replaced by action of the Venture Three, Inc. Board of Directors.
- 3.E.17. A key holder who is no longer interested in using the Woodworms Shop facilities or who no longer retains ownership interest or registered rental occupant status in a unit in Venture Harbour, Inc., Venture Out at Indian River, Inc. or Venture Out at St. Lucie, Inc., shall return his Woodworms' Shop key to the Venture Three, Inc. office.
- 3.E.18. All questions and issues regarding the interpretation, application, and enforcement of the Rules & Regulations of this Appendix shall first be directed to the Woodworms Chairperson for resolution and if needed that resolution shall be ratified/not ratified by the Venture Three, Inc. Board of Directors.
- 3.E.19. **Issue and Revision Control**
 - 3.E.19.a. These Regulations shall be deemed to be in effect immediately when approved by the Board of Directors of Venture Three, Inc. and shall remain in effect until amended, superseded, or revoked by actions of the Woodworms Committee and that of the Board of Directors of Venture Three, Inc.

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Venture Three, Inc.,

A Corporation Not-for-Profit

FITNESS CENTER RULES

Appendix C

to

By-Laws, Article XI, Section 3 (cont.)

Rules and Regulations, Rule 3.F

As Amended

20 April 2016

These rules have been adopted by the Fitness Center Committee and have been approved by the Venture Three, Inc. Board of Directors. Any and all amendments shall be drafted and adopted by the Fitness Center Committee and submitted to the Venture Three, Inc. Board of Directors for approval.

This amendment adds this cover page, changes the paragraph numbering, and establishes the Recreation Hall Rules as Appendix C. All prior Rules & Regulations relating to the Recreation Hall are no longer in effect and are replaced in their entirety by this Appendix. These Amended Rules, as adopted by the Venture Three, Inc. Board of Directors, are binding upon all unit owners, tenants, & guests.

Said Amended Rules are as follows:

3.F The Fitness Center

- 3.F.1 **ACCESS:** No one under the age of 16 is permitted to be in the Fitness Center or to use the Fitness Center equipment at any time. Minors between the ages of 16 and 18 are allowed in the Fitness Center but must at all times be supervised by a parent or guardian who must remain in the Fitness Center the entire time the minor is in the facility. **The parent or guardian must sign the Fitness Center General Release Liability Waiver and Usage Agreement for each such minor between the ages of 16 and 18** before said minor is permitted to enter the Fitness Center and to use the equipment.
- 3.F.2 **FEES, OWNERS:** A key is required to obtain entrance to the Fitness Center. Any V-3 Owner may obtain a key at the Venture Three, Inc. office upon payment of an initial \$20 key deposit, refundable upon return of the key to the Venture Three office, **and upon execution of the Fitness Center General Release, Liability Waiver, and Usage Agreement.**
- 3.F.3 **FEES, TENANTS:** The Registered Occupant of a rented unit may obtain entrance to the Fitness Center during the rental period **upon execution of the Fitness Center General Release, Liability Waiver, and Usage Agreement** and by payment of a \$50.00 key deposit which is refundable upon return of the key at the termination of the rental period.
- 3.F.4 An individual who has not paid the key deposit or who has not signed the Fitness Center General Release, Liability Waiver, and Usage Agreement is not permitted access to and shall not, under any circumstance, use the Fitness Center or its equipment.
- 3.F.5 Allowing access to the Fitness Center or loaning a key to any individual who does not have a key, or is not qualified to obtain a key to use the Fitness Center, will result in immediate revocation of the right of the person granting access, or loaning a key, to retain a key and have access to the Fitness Center and to use its equipment.
- 3.F.6 Guests are not permitted in the Fitness Center because of the liability issues that could arise.
- 3.F.7 Wet bathing suits, food, or drinks (except for capped bottled water) are not permitted in the Fitness Center.
- 3.F.8 The facility supplied disinfectant should be sprayed on a paper towel and then wiped on the hand contact parts of each machine after use.
- 3.F.9 Return all weights to rack when exercise is completed. Do not leave the weights on the floor.
- 3.F.10 As a general common courtesy to all users, report any equipment operational problems (malfunctions) to the Office at the earliest opportunity during its normal open hours.
- 3.F.11 All questions and issues regarding the interpretation, application, and enforcement of the Rules & Regulations of this Appendix shall first be directed

to the Fitness Center Chairperson for resolution and if needed that resolution shall be ratified/not ratified by the Venture Three, Inc. Board of Directors.

3.F.12 Issue and Revision Control

3.F.1.a These Regulations shall be deemed to be in effect immediately when approved by the Board of Directors of Venture Three, Inc. and shall remain in effect until amended, superseded, or revoked by actions of the Fitness Center Committee and that of the Board of Directors of Venture Three, Inc.

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Venture Three, Inc.,

A Corporation Not-for-Profit

POOL HALL RULES

Appendix D

to

By-Laws, Article XI, Section 3 (cont.)

Rules and Regulations, Rule 3.G

As Amended

20 April 2016

These rules have been adopted by the Pool Hall Committee and have been approved by the Venture Three, Inc. Board of Directors. Any and all amendments shall be drafted and adopted by the Pool Hall Committee and submitted to the Venture Three, Inc. Board of Directors for approval.

This amendment adds this cover page, changes the paragraph numbering, and establishes the Recreation Hall Rules as Appendix D. All prior Rules & Regulations relating to the Recreation Hall are no longer in effect and are replaced in their entirety by this Appendix. These Amended Rules, as adopted by the Venture Three, Inc. Board of Directors, are binding upon all unit owners, tenants, & guests.

Said Amended Rules are as follows:

3.G **The Pool Hall.**

3.G.1 **CONDUCT:** Any violation of these rules and/or misconduct in the Pool Hall could be cause for the individual(s) being required to leave the facility. Repeated misconduct could result in violators being prohibited from using the Pool Hall.

3.G.2 **Tournaments**

3.G.1.a The Pool Hall is **reserved for tournaments** as follows:

3.G.1.a.1 The Rotation Tournament on Saturday @ 9AM (weekly)

3.G.1.a.2 The 8 ball Tournament on Monday @ 7:30PM (weekly)

3.G.1.b Any special tournaments that may be sanctioned & announced by the Pool Players' Committee from time to time.

3.G.1.c Sanctioned pool tournaments are restricted to Residents (owners & tenants) and /or and their overnight house guests only.

3.G.1.d All tournament participants must be 16 years of age or older.

3.G.1.e Tournament formats, times, and requirements may be changed from time to time by the Pool Committee, as approved by the Operations Committee and/or the Board of Directors.

3.G.1.f **Score Keeping for Rotation:**

3.G.1.f.1 One of the players shall be chosen to keep score.

3.G.1.f.2 If a mistake in score keeping is believed to have been made, the game shall be stopped pending resolution of the scoring issue/question.

3.G.1.f.3 The participating players should make an attempt to resolve any apparent discrepancy by a recount. If an agreement on a recount cannot be reached for any reason, then the current game is voided and a new game shall be started.

3.G.1.f.4 No one is to move/remove any balls on the table or in the pockets until a decision on recount v. restart has been made. If the balls are moved/removed, the result will be a forfeit by the offender(s).

3.G.3 **Restrictions on Alcohol:** Alcoholic beverages are not permitted at any time in the Pool Hall except at an event sponsored by the Pool Players' Committee.

3.G.1.a Any time alcoholic beverages are served at approved pool players' functions, all those attending must be of legal drinking age.

3.G.4 **Pool Tables, Reserved Use**

3.G.1.a The pool tables are reserved from 7AM – 11AM daily for use by residents and their overnight guests.

3.G.1.b Non-overnight guests of residents may use the tables at times not specified as reserved, provided that their presence & use will not interfere with

use of tables by residents. However, all such guests must be accompanied by an adult resident or owner at all times while they are in the Pool Hall.

3.G.5 No person under the age 10 may use pool tables at any time. Players under the age of 16 years must be accompanied by an adult resident who assumes the responsibility for any/all damage to the facility and/or the equipment.

3.G.6 Special Restrictions on Use:

3.G.1.a Masseur or jump shots are **NOT** permitted at any time (to avoid damage to the table surfaces).

3.G.1.b Pool cues shall not be leaned against the wall (to protect the painted wall surfaces). Racks are provided for the leaning of cues.

3.G.1.c The flipping of coins onto the tables is **NOT** permitted at any time (to avoid damage to the table surfaces).

3.G.1.d Cues shall **NOT** be chalked over the table surfaces. Chalk blocks on pool tables shall be placed chalk side facing up.

3.G.7 As part of appropriate attire, shirts and shoes are required at all times by persons in the Pool Hall.

3.G.1.a To avoid the issue of wet clothing, the wearing of bathing suits is not permitted by persons in the Pool Hall.

3.G.8 In the event of any conflict, question, or interpretation of these Pool Hall rules, the clarifications, rulings, & decisions shall be made by the Pool Committee, the Operations Committee, and the Board of Directors (lowest to highest order of precedence).

3.G.9 All questions and issues regarding the interpretation, application, and enforcement of the Rules & Regulations of this Appendix shall first be directed to the Pool Hall Chairperson for resolution and if needed that resolution shall be ratified/not ratified by the Venture Three, Inc. Board of Directors.

3.G.10 **Issue and Revision Control**

3.G.1.a These Regulations shall be deemed to be in effect immediately when approved by the Board of Directors of Venture Three, Inc. and shall remain in effect until amended, superseded, or revoked by actions of the Pool Hall Committee and that of the Board of Directors of Venture Three, Inc.

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Venture Three, Inc.,
A Corporation Not-for-Profit

STORAGE LOT RULES

Appendix E

to

By-Laws, Article XI, Section 3 (cont.)

Rules and Regulations, Rule 3.H

As Amended

20 April 2016

These rules have been created by and approved by the Venture Three, Inc. Board of Directors. Any and all amendments shall be drafted by and approved by the Venture Three, Inc. Board of Directors. All questions and issues regarding the interpretation, application, and enforcement of the Rules & Regulations of this Appendix shall be directed to the Venture Three, Inc. Board of Directors for resolution.

This amendment adds this cover page, changes the paragraph numbering, and establishes the Storage Lot Rules as Appendix E. All prior Rules & Regulations relating to the Storage Lot are no longer in effect and are replaced in their entirety by this Appendix. These Amended Rules, as adopted by the Venture Three, Inc. Board of Directors, are binding upon all unit owners, tenants, guests, & Storage Lot lessees.

Said Amended Rules are as follows:

3.H **Venture Three, Inc. Storage Lot.**

3.H.1 Venture Three, Inc. shall offer rental space in the RV Storage Lot on a space available basis.

3.H.2 Use of the storage lot is limited to Venture Three, Inc., and Holiday Out, Inc. owners, registered tenants and guests. However, Venture Three, Inc. owners have priority in the leasing of Storage Lot space.

3.H.3 A storage space shall be used only by the registered renter of the space. Spaces may not be used by any other person or party and are not transferable nor may a space be sub-let to a third party. Gate controllers shall not be loaned to anyone by the registered renter of a space. Only one trailer/vehicle may be stored on the leased storage space at any time. Concurrent double parking or storage of multiple trailers/vehicles on one space is strictly prohibited.

3.H.4 **A lease for storage space is required prior to** use. Storage space leases are available at the Office.

3.H.5 The rental rate structure shall be determined, and amended from time to time, by the Finance Committee and approved by the Venture Three, Inc. Board of Directors.

3.H.5.a The storage rental period will begin on the first of the month. Rentals that begin before the 15th of the month will be charged for the entire month. Rentals that begin during the period from the 16th to the end of the month will be charged one-half the monthly rental rate.

3.H.5.b The Office must be notified 15 days before the expiration of the rental period if the tenant intends to renew the assigned storage site. If no notice is given, the failure to do so will result in non-refundable charges based on the periods as defined in 3.G.5.a.

3.H.6 The hours of operation of the remotely operated gate shall be established, and amended from time to time, by the Venture Three, Inc. Board of Directors.

3.H.7 Venture Three, Inc. members who have guests and which guests are in need of storage space, may make arrangements thru the Venture Three, Inc. Office for a storage space on a space available basis and at a rental fee as established by the Venture Three, Inc. Board of Directors.

3.H.7.a The unit shall be considered in storage and use of the unit for residential activity is NOT permitted. A gate controller will not be provided and arrangements must be made for the unit to exit the storage lot.

3.H.7.b All Storage Lot use and conduct rules apply to storage space use by guests of owners.

3.H.8 Park model units are not allowed in the Storage Lot.

3.H.9 A vehicle to be stored in the Storage Lot must have a current Venture Three, Inc. registration tag and/or parking permit available from the Office and shall be listed on the lease form by the Office. Substitution or swapping of vehicles in a storage space is NOT permitted without first receiving approval from the Office.

3.H.10 Habitation of vehicles in the Storage Lot is prohibited.

3.H.11 Repairing of, construction in or on, and painting of stored units is NOT permitted. However, limited minor repairs to make a vehicle capable of exiting may be permitted with the approval of the Office otherwise the unit shall be towed from the Storage Lot.

3.H.12 Plastic sheeting, tarpaulins, and the like are not permitted to be used on the ground of a rented space. Addition of ground fill may be permitted in a specific case however only with prior written permission given by the Office.

3.H.13 All propane gas tanks must be turned off.

3.H.14 Any unit in storage during hurricane season must be secured according to State and County regulations. Tie-down placement shall be within the perimeter of the individual storage space. Tie downs shall be clearly marked with red or yellow marker flags or plastic strips (such as caution tape) that will be readily visible to the operator of a riding lawn mower.

3.H.15 All spaces shall be left clean with no residual materials or items of any kind left on the space when a stored unit is taken out of the Storage Lot including times of temporary vacancy regardless of duration as items left represent a tripping hazard to other lessees and a danger to/from a lawnmower.

3.H.16 All trailer, motor home, and other stored units shall be kept with steps, tip outs, slide outs, doors, awnings, and other moveable projections in closed positions to present the minimum profile.

3.H.17 Portable generators shall not be operated in the Storage Lot. Unit engines and on-board generators shall be operated only while the lessee is present in the area of the unit.

3.H.18 Livestock, pets, and/or fowl are not permitted in the Storage Lot.

3.H.19 Venture Three, Inc. shall not be liable for any injury incurred by any lessee while in the Storage Lot or damage to any lessee's personal property stored in or while being moved into or out of the Storage Lot.

3.H.20 Failure to comply with the Storage Lot rules shall result in a written warning for the first violation. Any subsequent violation may result in cancellation of the lease and direction to remove all the lessee's items from the Storage Lot. Venture Three, Inc. reserves the right to refuse storage to any person for unacceptable conduct and/or prior violations of these rules.

3.H.21 Issue and Revision Control

3.H.21.a These Regulations shall be deemed to be in effect immediately when adopted by the Board of Directors of Venture Three, Inc. and shall remain in effect until amended, superseded, or revoked by action of the Board of Directors of Venture Three, Inc.

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**Venture Three, Inc.,
A Corporation Not-for-Profit**

MARINA RULES

Appendix F

to

By-Laws, Article XI, Section 3 (cont.)

Rules and Regulations, Rule 3.I

As Amended

20 April 2016

These rules have been created by and approved by the Venture Three, Inc. Board of Directors. Any and all amendments shall be drafted by and approved by the Venture Three, Inc. Board of Directors. All questions and issues regarding the interpretation, application, and enforcement of the Rules & Regulations of this Appendix shall be directed to the Venture Three, Inc. Board of Directors for resolution.

This amendment adds this cover page, changes the paragraph numbering, and establishes the Marina Rules as Appendix F. All prior Rules & Regulations relating to the Marina are no longer in effect and are replaced in their entirety by this Appendix. These Amended Rules, as adopted by the Venture Three, Inc. Board of Directors, are binding upon all unit owners, tenants, guests, & Marina lessees.

Said Amended Rules are as follows:

3.1 The Venture Three, Inc. Marina.

3.1.1 Venture Three, Inc. offers rental slips in the Marina on a space available basis.

3.1.2 Leasing of slips in the Marina is limited to Venture Three, Inc., and Holiday Out, Inc. owners, and to registered tenants and guests. However, Venture Three, Inc. owners have priority in the leasing of slips.

3.1.3 **A lease for Marina slip is required prior to any use.** Marina slip leases are available at the Office.

3.1.4 A Marina slip shall be used only by the registered renter of the slip. Slips may not be used by any other person or party and are not transferable nor may a slip be sub-let to a third party.

3.1.5 The Marina slip rental rate structure shall be determined, and amended from time to time, by the Finance Committee and approved by the Venture Three, Inc. Board of Directors.

3.1.5.a The Marina rental period will begin on the first of the month. Rentals that begin before the 15th of the month will be charged for the entire month. Rentals that begin during the period from the 16th to the end of the month will be charged one-half the monthly rental rate.

3.1.5.b The Office must be notified 15 days before the expiration of the rental period if the tenant intends to renew the assigned storage site. If no notice is given, the failure to do so will result in non-refundable charges based on the periods as defined in 3.H.5.a.

3.1.6 All persons who dock their vessels at the marina facilities shall comply with all applicable navigational laws of the United States and the State of Florida, as well as local rules and regulations pertaining to the operation and maintenance of vessels.

3.1.7 Use of a Marina slip is limited to a vessel which is registered in the name of the slip lessee. Proof of ownership shall be provided upon request by Venture Three, Inc. in the form of a copy of the vessel's registration certificate. Corporate owned vessels must submit corporate officer information, if requested.

3.1.8 At the Office, slip lessees shall record & maintain current the name(s), address(es), and telephone numbers of person(s) to contact in the case of an emergency regarding their vessel. In the event of an emergency during the lessee's absence, Venture Three, Inc. shall be authorized, but not obligated, to secure any vessel.

3.1.9 All persons leasing a Marina slip shall maintain comprehensive bodily injury and property damage liability insurance with a minimum of \$100,000 per person per occurrence during the entire lease period. Proof of insurance shall be submitted by the lessee to the Office prior to the beginning of each lease and after each renewal of the insurance policy.

3.1.10 Slip lessees are responsible to ensure their vessel is operated at "no wake" speed in the marina waters, entrance channels, and adjacent waters.

3.1.11 Only recreational vessels shall be permitted in the Marina. Commercial vessels are

not permitted in Marina slips. All vessels must meet and comply with the safety and equipment standards adopted by the U.S. Coast Guard and any other applicable governmental agencies.

3.1.12 Only one boat may be moored in a slip; however, one additional tender and skiff is permitted provided it is part of the normal complement of the vessel's equipment. Such a second watercraft shall be secured on board the main vessel.

3.1.13 All parts, features, and appurtenances of the vessel shall be within the limits of the slip, and shall not encroach into or over any other marina slip, the dock, the pier, or the sidewalk.

3.1.14 No person may install a boatlift for the dry storage of vessels, nor shall dry storage be permitted by any other means in or around a Marina slip.

3.1.15 Venture Three, Inc. permits the police, the U.S. Coast Guard, and other Federal, State, & County watercraft to be docked in the Marina at the discretion of the agencies.

3.1.16 **Use and Maintenance:**

3.1.16.a Slip lessees are responsible for the proper mooring of their vessels and are required to maintain mooring lines in good condition and that such lines are of sufficient strength to maintain the vessel secure under all conditions. For electrical connection to shore power, only Marine Grade, 30 Amp or 50 Amp rated electrical power cables/cords are permitted to be used in the Marina.

3.1.16.b The maximum draft of any watercraft shall clear by 1.0 foot the top of any submerged resources, i.e., the bottom itself or the top of any protected marine growth extending upward from the bottom. Prop dredging (Bahama dredging) in or around a slip is prohibited in all circumstances

3.1.16.c In the event of adverse weather and/or hurricane conditions, each lessee shall be responsible for following all safety precautions that may be issued or recommended by the U.S. National Hurricane Center, U.S. National Weather Service, U.S. Coast Guard, Venture Three, Inc. or any other applicable agency.

3.1.16.d Each slip lessee shall be responsible to ensure that all necessary precautions are provided for the security of their vessel.

3.1.16.e A slip lessee shall be responsible for any damage to their vessel or damage caused to the marina docks, pilings and hardware.

3.1.16.f In the event Venture Three, Inc. considers it necessary, a slip lessee, upon notice, shall be required to relocate their vessel within the Marina, or to remove the vessel from the Marina, to avoid damage to the vessel, Marina docks, pilings, or hardware.

3.1.16.g If a slip lessee is absent during the NOAA designated hurricane season, then said lessee must prepare the slip and secure or remove, as appropriate, the vessel prior to departure. Additionally, an absent slip lessee shall identify to the Office the name(s), address and telephone number(s) of such firm or individual(s) who are designated to care for the slip and vessel during the period of absence. Notwithstanding the right of Venture Three, Inc. to enforce

the foregoing requirements, Venture Three, Inc. shall not be liable to any member or other person or entity for any damage to persons or property caused by a lessee's failure to comply with such requirements.

- 3.1.16.h All vessels moored in the marina shall be maintained in seaworthy condition. A vessels which is left in the Marina for an extended period of time and allowed to deteriorate shall become subject to actions by the Board of Directors with the intent that the vessel either be repaired by the lessee or otherwise removed from the Marina. A lease on a slip does not convey to the lessee the right to virtually abandon a vessel on site even if the fees for the slip are maintained current.
- 3.1.16.i Should any vessel sink in the marina, it shall be the responsibility of the lessee to remove the vessel from the marina within forty-eight (48) hours, or, alternatively present a plan for the removal which shall be accomplished in a mutually acceptable time frame. Any damages to the Marina from the sinking of the vessel or by the removal are the responsibility of the lessee. In the event a sunken vessel is not removed as provided herein, Venture Three, Inc. reserves the right to have the vessel removed and to bill the lessee for all costs of removal incurred.
- 3.1.16.j From time to time, Venture Three, Inc. or the Board of Directors may require any vessel to relocate for purposes of maintenance or repairs to the marina.
- 3.1.16.k Major repairs and/or refitting of vessels at dockside are prohibited however normal light maintenance to keep the vessel clean and operational are permitted insofar as contaminants are not released from the vessel into the waterway or onto the surrounding Marina structures. Maintenance on watercraft is limited to those functions which do not discharge any material, solid or liquid, other than clean water into the waterway.
- 3.1.16.l The handling, storage, transportation and disposal of hazardous or toxic material shall be prohibited within the marina; provided, however, that this shall not prohibit the proper handling, storage and transportation of petroleum products used by a slip lessee in connection with the operation of the vessel. Venture Three shall have the right to immediately remove, or cause the immediate removal of, any hazardous or toxic material within the Marina. Federal law requires the notification by each owner/captain of any spill to the Emergency Response Team.
- 3.1.16.m The sidewalks, marina slips, docks, piers, catwalks, parking areas, entrances and like portions of the marina shall not be obstructed nor used for any purpose other than for ingress and egress to and from the marina; nor shall any carts, tables, dock boxes, maritime equipment, or other objects be stored anywhere on or about the marina. Hoses, mooring lines and electrical lines, and the like, shall not cross or obstruct the use of piers or walkways. Any such violations shall be enforced by Venture Three, Inc. Failure to correct any such violation may result in removal of the equipment.

3.1.17 Conduct and Behavior:

- 3.1.17.a No person shall discharge sewage, wastewater, fuel, oil, spirits, flammable liquids, or oily bilge water into the marina waters and/or adjacent channels. Nothing other than clean water shall be allowed to enter the waterway. All refuse, trash, and/or garbage shall be deposited in cans supplied for that purpose. This does not include engine oils, filters, spirits, combustible liquids, and like hazardous waste materials. The disposal of these items in the proper and approved manner is the responsibility of the slip lessee. In the event of inappropriate disposal in the Marina area, the lessee will be responsible for all clean-up costs and is subject to termination of the slip lease in the event of a subsequent violation.
- 3.1.17.b Vessels which are in a Marina slip shall not be used for any live-aboard purpose. This does not preclude normal maintenance and cleaning, however, any type of residential use is prohibited. Discharge of a marine head or holding tank is forbidden.
- 3.1.17.c Charcoal or open flame fires will not be permitted on docks or vessels at any time. No flammable, combustible or exposed fluids, chemicals or substances (other than fuel and oil in the vessel or in the vessel's engine system) shall be kept in any marina slip, vessel, or in the marina or Venture Three, Inc. However, non-petroleum solvents and cleaning substances may be kept in a safe manner and in accordance with all applicable fire codes and insurance requirements.
- 3.1.17.d All transportation vehicles must be parked in areas designated by Venture Three, Inc. Any person wishing to park a vehicle because of an extended cruise shall coordinate with Venture Three, Inc. office to register the vehicle prior to departing. The vehicle shall not remain in the parking area for longer than the time permitted by Venture Three, Inc. Only one vehicle per marina slip will be permitted. Parking will be subject to availability.
- 3.1.17.e Motorized vehicles, bicycles, skateboards, roller blades, scooters, golf carts, or other wheeled vehicle are not permitted to be used on the piers, docks, sidewalks, bulkheads and Marina area. Pull carts are not to be used for hauling un-bagged trash, refuse, or fish.
- 3.1.17.f Noise shall be kept at a minimum at all times. Members, slip lessees, guests and invitees shall use the utmost discretion in operating main engines, radios, televisions and/or other equipment so as not to create a nuisance or disturbance in the marina. Any such violation identified to the respective vessel shall be corrected immediately. Failure to comply can result in suspension of membership.
- 3.1.17.g The use of spotlights, floodlights and/or other lighting in such manner as to affect the safety and/or comfort of others is prohibited, except that lighting which is provided by Venture Three, Inc. No member or slip lessee shall permit permanent lighting on or near his or her marina slip or vessel, which adversely affects the lighting scheme at the marina, including use of tower lights, spreader

lights and all decorative vessel lighting.

- 3.1.17.h Any use of a generator at the marina requires the prior approval of the Board of Directors, the Property Manager, or the Operations Committee.
- 3.1.17.i No swimming or diving is permitted in areas of the marina, except for bottom cleaning of the boat. No fishing will be allowed. Children must have adult supervision. No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on any vessel or marina slip on Venture Three, Inc. property except in an area specifically designated for such use by Venture Three, Inc.
- 3.1.17.j Laundry shall not be hung or spread to dry or air in public view, from any vessel or marina slip. Decks of all vessels docked at the marina shall be kept free and clear of all debris, bottles, papers, trash and unsightly material at all times.
- 3.1.17.k Pets shall be leashed and kept within the confines of the vessel and are only permitted if they do not disturb others - a maximum of three (3) pets per vessel will be permitted. No pets are allowed near the marina unless otherwise stated herein.
- 3.1.17.l Children must be under the supervision of a responsible adult while within the marina.
- 3.1.17.m Advertising or soliciting shall not be permitted on or from any vessel moored at the marina. One (1) "For Sale" sign is permitted, but must not exceed 24" x 24" and must be of durable weatherproof material.
- 3.1.17.n Strict compliance with manatee warning signs is required by slip lessees, vessel operators, and all guests and invitees.
- 3.1.17.o Sailboat owners are required to tie off halyards. If this is not done and the slapping of halyards occurs, the Board of Directors shall be authorized to tie off halyards and charge the nominal fee as established from time to time.
- 3.1.17.p No illegal activity shall be conducted on the premises of the marina at any time.

3.1.18 Rules Violations:

- 3.1.18.a Violation of any of these Rules and Regulations by any member, slip lessee or their guests or invitees, which might injure a person, cause damage to property, be considered in bad taste by the Board of Directors, or cause harm to the reputation of the marina and Venture Three, Inc., shall entitle Venture Three, Inc. to exercise any remedy available at law or in equity and shall be a cause for immediate removal of the vessel and the person(s) in question from the marina. An order of the Board of Directors shall be deemed sufficient reason to deny future requests for lease of a slip.
- 3.1.18.b All persons using the marina facilities are responsible for the compliance of these Rules and Regulations by their crew, guests, children and their invitees.

3.1.19 Liability:

- 3.1.19.a All persons using the marina or the channels adjacent to the marina, assume all risk of injury, loss or damage to himself or herself, his guests, agents, employees and invitees and to his or her vessel or its appurtenances or contents, including any loss or damage arising out of or due to adverse weather conditions. This responsibility includes damage to other vessels and damage to the marina facilities, including, but not limited to its pilings, ladders, cleats, etc. Venture Three, Inc. shall have no liability or responsibility therefore.
- 3.1.19.b Venture Three, Inc. shall make no expressed or implied warranties or representations as to the condition of the docks, piers, gangways, wharfs or ramps and shall undertake no duty to advise any party of any hazardous conditions requiring the attention of the member or slip lessee.
- 3.1.19.c Venture Three, Inc. shall not be liable for any injury to persons or property occurring at the marina, or for any theft of, or from any vessel, regardless of whether or not the loss, damage or claim results from Venture Three negligence. Venture Three, Inc. shall not have any liability for the care or protection of any vessel, and each member and slip lessee agrees to indemnify and to hold harmless Venture Three, Inc. against any such loss, damage or claim arising out of the member's or slip lessee's or their family members, guests, agents, employees or invitees, use of the marina and/or Venture Three, Inc. or the operation of a vessel at or around the marina and Venture Three, Inc., whether or not the loss, damage or claim results from Venture Three negligence or from adverse weather conditions.
- 3.1.19.d The foregoing shall include the obligation to pay all attorney's fees and costs actually incurred by Venture Three, Inc. in connection with any matter covered by the foregoing, regardless of whether suit is brought or any appeal is taken therefrom.

3.1.20 **Issue and Revision Control**

- 3.1.1a.1 These Regulations shall be deemed to be in effect immediately when adopted by the Board of Directors of Venture Three, Inc. and shall remain in effect until amended, superseded, or revoked by action of the Board of Directors of Venture Three, Inc.

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