VENTURE OUT AT CUDJOE CAY, INC., a Condominium

RULES AND REGULATIONS

EXHIBIT "E"

The Venture out Rules and Regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all unit owners. A "Condominium Unit" or simply a "Unit" is defined as the part of the Condominium property which is subject to private ownership.

The Board of Directors may take any available legal action to enforce these rules and regulations. in accordance with the applicable Florida Statute and Article VII, Section 6, of the Venture Out By-Laws.

BOD Approved Revisions

2026: Feb 9th
2025: Jan 13th, April 14th, July 14th
2024: Jan 10th, April 8th, Oct 14th
2023: Jan. 9th, July 1st, Oct 1st, Nov 13th,
2021: May 10th,
2020: Dec. 14
2019: May 5, March 11
2018: Jan. 15
2017: April 10, March 12, Feb. 12
2016: April 11; March 14; Feb. 8; Jan. 11
2015: Dec. 14

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1 USE AND OCCUPANCY

1.1 UNIT APPEARANCE AND USE

a. Units shall be kept in a clean and sanitary condition and no landscape plant debris, rubbish, refuse, or garbage that could provide a haven for rodents or constitute a fire, health, or safety hazard shall be allowed to exist. If any of the above conditions are not corrected within thirty (30) days after due notice, Condominium personnel shall clean up, as necessary, and the unit owner shall be billed for material and labor at the then prevailing rate for such work. If a health hazard exists, Condominium personnel shall clean up immediately and the unit owner shall be billed a minimum of a one hundred-dollar ($100) service charge.

b. It shall be the continuous responsibility of each unit owner to maintain the condition and appearance of his/her unit, dwelling, and any appurtenances on the unit. Should a unit owner fail to maintain his/her property in an acceptable manner, the Manager or another duly authorized representative of the Association with the endorsement of the Board of Directors shall serve due notice to the unit owner in question, stipulating the improvements or corrections that shall be made. If the unit owner fails to make the specified improvements or corrections within thirty (30) days, the unit owner shall be deemed to be in violation of this rule and shall be subject to the procedures of Article VII, "Compliance and Default" of the By-Laws.

c. It shall be the continuous responsibility of each site owner to secure all personal property on his/her respective unit against the hazards of high velocity winds so as to prevent the same from causing damage to other properties in the Condominium.

d. No commercial activities shall be conducted upon any unit in the Condominium. Commercial activities are defined as having an employee and/or customer coming to the unit.

e. No yard sales may be conducted by an owner except for Block organized sales.

f. No major household appliances (i.e. stove, refrigerator, freezer, H/W heater, washer/dryer, etc...) shall be located outside of the residential unit or recreational vehicle, except when placed within a screen room or storage box. Air Conditioning units are exempt from this rule.

g. All trash must be bagged securely in plastic bags and not allowed to accumulate.

h. Quiet hours must be observed between 11:00 P.M. and 7:00 A.M. Excessive noise and/or activities will not be permitted at any time.

i. The refueling of boats at Condominium units and seawalls is strictly prohibited.

j. The storage of more than one (1) six (6) gallon (or less) government approved fuel container of any type containing gas and/or diesel on any individual unit is prohibited. All fuel must be stored in approved containers. *(revised 03/2019)*

k. Nothing shall be planted, stored, or placed upon any common property area within Venture Out unless authorized by the manager (or manager's designee). Landscaping located on common property may not be cut or removed except by Venture Out Maintenance or others as approved by the Manager.

l. The Manager shall inspect all Residential Units proposed for permanent installation on sites within the boundary of Venture Out for compliance with safety, condition, and appearance requirements.

m. The Condominium has assumed consent (unless contrary written notice is given to Condominium Management) to enter onto any Unit for special services as directed by the Board of Directors (for example, weed control, coconut removal).

n. A maximum of six (6) lessees (renters) are allowed to rent/occupy a unit simultaneously.

1.2 UNIT RULES FOR RECREATIONAL VEHICLES

a. Recreational Vehicles (RVs) include motor homes, fifth wheels, travel trailers, and truck-campers designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use. Only commercially manufactured RVs having a current license/registration, in good condition, good appearance, and which require full hook ups, are authorized.

b. Tents, soft material fold-out, and/or pop-up campers, tiny travelers (aka) tiny home RV's, non-commercial conversions of trucks, busses, and vans are prohibited.

c. A Recreational Vehicle is not a Residential Unit or a Structure.

d. A Venture Out approved recreational vehicle (RV) is further defined and additionally governed by the following:

i) All RVs are subject to the approval of the Venture Out management and shall be inspected initially and thereafter annually with respect to condition, appearance, and road readiness by the Association.

ii) The RV must remain road-ready at all times and continually maintained on its wheels.

iii) The RV must be designed to be self-propelled or towed by a light duty truck. An RV that is not self-propelled must be accompanied by a tow vehicle capable of towing the RV out of the Condominium.

iv) RVs not accompanied by a tow vehicle shall have a contract or agreement with a capable towing company or 3rd party that will provide for the removal of the RV from Venture Out in the event of an emergency.

v) The RV must be attached to the site only by quick disconnect type utilities and security devices and cannot have any permanently attached additions.

vi) The RV must comply with all Venture Out construction setback requirements when sited and may not be permanently established within Venture Out.

e. A Recreational Vehicle (RV) on an RV lot can be occupied by the registered owner and the title holder (including their immediate family) of the RV. In addition, an owner or renter can reside in a rented RV providing the rental RV meets the following conditions:

1. Rented RVs must follow all the rules set forth in Article 1.2 of the VO Rules and Regulations
2. Rented RV's must be either RVIA (RV Industry Association) or ANSI (American National Standards Institute) approved.
3. Rental RVs with the company name advertised will be allowed.
4. Renter occupied Rental RVs are allowed a maximum stay of 30 consecutive days.
5. A maximum of six occupants are allowed in an RV.
6. No RV, whether rented or owned may be rented, leased or sub leased to another person or persons for the purpose of living in the RV on any property in the Venture Out Community.

1.3 UNIT RULES FOR OTHER VEHICLES

a. A transportation vehicle is defined as an automobile, pick-up truck, van, or motorcycle. All unit transportation vehicles shall comply with the following:

i) One licensed transportation vehicle per unit is permitted, except as noted in 1.3b iii.

ii) The transportation vehicle must be parked in the designated driveway constructed for this purpose.

iii) The transportation vehicle shall not be used for living, sleeping, or eating quarters.

b. Bicycles, one golf cart, and one motorized cycle (e.g., motorcycle, moped, or scooter type vehicle) may also be located on each unit with the following restrictions:

i) The parking of motorcycles, or any excess vehicles off the designated driveway is prohibited, with the exception of bicycles and a golf cart.

ii) Only battery powered golf carts may be operated within Venture Out. All-terrain vehicles (ATVs) and all types of gas-powered golf carts are prohibited within Venture Out.

iii) Two motorcycles may be parked on a unit when they are the only transportation vehicles.

c. All golf carts must have a Venture Out decal properly displayed and visible. Owners will be issued one decal per unit. Renters (long and short term) will be issued a temporary decal by security.

1.4 SIGNS ON CONDOMINIUM AND UNIT PROPERTY

a. Only signs displaying the following are allowed:

- Unit Number and/or Resident identification
- No Parking
- Block Advisor (only on appointed Block Advisor's unit)
- Recreation Advisor (only on appointed Recreation Advisor's unit)
- Construction (shall be removed immediately upon the completion of the permitted work).

b. All signs shall be approved by the Manager.

c. A sign shall not exceed four hundred thirty-five (435) square inches in size. No size dimension shall exceed thirty-six inches (36") in any direction.

d. All signs must be placed on the street-side yard of the unit and must be mounted on suitable supporting structure to anchor the sign in high winds. The lower edge of any sign must not be higher than eighteen inches (18") above the ground upon which it is installed.

1.5 CAMPING

a. Outdoor fireplaces, fire pits, unattended barbecues, or any other outdoor open fire sources are prohibited.

b. Overnight sleeping on seawalls or other outdoor areas is prohibited.

c. Tents are prohibited. Only one commercially manufactured Sun Screen or Sun Shade not to exceed twenty-five (25') linear feet is allowed. Thew Sun Screen or Sun Shade must be connected to the RV and to a fixed point and not to be in any setbacks. It may not be attached to any landscaping and no side enclosures are allowed.

2 OWNER VEHICLE IDENTIFICATION STICKERS/TAGS

2.1 A Venture Out unit owner's decal is required and must be properly displayed and visible on all owners' licensed transportation vehicles while in the Condominium.

2.2 A Venture Out owner's licensed vehicle decal will be a different color each year and be a small **self-stick** decal to be **affixed** on the lower left (driver) front windshield. Only the current year decal shall be displayed.

2.3 The owner's licensed vehicle decal will have only a sequence number with no reference to Venture Out.

2.4 One licensed vehicle decal will be issued per household. Additional vehicle decals may be obtained from the Venture Out Office upon request, and with submission of a copy of the owner's vehicle registration, to facilitate the specific decal assignment thereto.

3 VISITOR, GUEST, AND RENTER PERMITS

3.1 VISITORS

DEFINITIONS:

- *Visitors are defined as a person or persons who will enter and leave the premises on the same day and will not stay overnight. Visitors could include family, day guests, invitees, contracted laborers, delivery vehicles, etc.*

a. Visitors, delivery vehicles, work vehicles, etc. shall be issued a temporary pass which shall be a tag of a distinctive color to indicate the short-term, daytime nature of the pass upon entering Venture Out. The Visitor pass must be displayed on windshield or rear-view mirror.

b. Visitor passes shall be issued for a specific day. No visitor pass shall be issued for an overnight stay.

c. Visitors desiring to use the recreation or common use facilities must be accompanied by their owner/host.

d. The host owner is responsible for his visitor's vehicle parking accommodations and must ensure that the vehicle complies with all Venture Out Parking Rules and Regulations as defined in this document.

e. Persons without specific destinations, or sightseers, shall not be admitted to the Condominium.

f. No boats or boat trailers are to be brought into the condominium through the front gate by visitors (except delivery vehicles or service vehicles delivering to an owner/guest/ renter).

3.2 GUESTS

DEFINITIONS:

- *Unit owner's guest - Those who occupy a unit overnight with the owner's permission during the owner's absence. This could include paying (rentals as defined in the sections below) or non-paying guests.*
- *House guest - Person(s) occupying a unit overnight when (and only when) the unit owner is also occupying the same unit.*
- *Immediate family - mother, father, son, daughter, or grandchildren.*

a. A prepaid registration fee of one-hundred dollars ($116.28), plus tax ($125.00 total), shall be charged for registering all unit owner guests except as noted below *(revised 07/2023):*

i) The immediate family of the unit owner or house guests of the unit owner are excluded from the unit owner guest registration fee.

ii) A unit owner (including that unit owners' immediate family) who occupies another unit owner's dwelling or unit with permission shall be required to register with the Venture Out Office. However, the unit owner shall be exempt from the unit owner guest registration fee.

b. Guests shall be issued a temporary pass which shall be a tag of a distinctive color to indicate the term and unit number of their stay upon entering Venture Out. The guest pass must be displayed on windshield or rear-view mirror.

3.3 RENTER (SHORT-TERM)

DEFINITIONS:

- *A short-term renter is defined as a unit owner's guest with a lease of less than six (6) months in duration.*

a. Short-term renters shall be issued one (1) temporary pass which shall be a tag of a distinctive color to indicate the term and unit number of their stay upon entering Venture Out. The guest pass
b. must be displayed on windshield or rear-view mirror. Short-term overflow parking passes must be purchased for any vehicles over the one (1) vehicle issued the gate pass as available.

3.4 RENTER (LONG-TERM)

DEFINITIONS:

- *A long-term renter is defined as unit owner's guest with a lease of six (6) months or longer.*

a. Completion and filing of a Venture Out Condominium Association Long -Term Rental Application as adopted by the BOD is required prior to a Venture Out gate pass being issued. The application shall require names of all individuals to reside on the premises.

Adult residents (defined as any party eighteen (18) years of age or older) are required to supply information as to date of birth and must sign the application along with the property owner or representative to confirm that they have read and approve of the information provided. Said rental application shall be a standard form approved by the BOD and its completion and filing shall be the responsibility of the unit owner or authorized representative. In addition:

i) Criminal background checks performed by a criminal history search agency approved by Venture Out management are required for any tenant over 18 years of age and shall be provided along with the rental application before a gate pass will be issued. The applicant will bear any and all costs for background checks and rental applications. A list of approved agencies can be obtained by contacting the Venture Out Office.

b. At a minimum Florida Statute 83.51 detailing a landlord's obligation to maintain the rental premises in a healthy and safe condition shall be the standard of condition. A property owner or his agent shall sign the Long-Term Rental Application confirming that he has knowledge of this obligation and is in compliance of Statute 83.51 sections (1) subsection (a) and (b) before a gate pass will be issued. This language is adopted by the BOD for all condominium units in use as long term rental property.

c. One non-transferable gate pass shall be issued to the renter upon filing of the **completed** application with the Venture Out Office, or gate security outside of office hours. Short-term overflow parking passes must be purchased for any vehicles over the one (1) vehicle issued the gate pass as available. The Venture Out Office must be notified of any moves to another unit

during the valid period of the gate pass so a new pass can be issued to reflect the correct unit number of the renter.

d. Non-compliance with the Long-Term Rental Application or falsification of application information shall be cause for revocation or refusal of a gate entry pass. In the event a gate entry pass is revoked for any reason, a new pass may not be issued for a period of one (1) year.

3.5 VISITOR, GUEST AND RENTER CONDUCT

a. If a visitor, guest, or renter commits an act of vandalism, rowdiness, or disorderly conduct, uses foul language, or violates any Venture Out rule or regulation, he/she shall be ordered to leave Venture Out property immediately.

i) If such person refuses to leave, he/she shall be considered trespassers upon Venture Out property and Security shall call the Monroe County Sheriff's Office for assistance.

ii) Any person ordered to leave Venture Out property shall not be permitted to re-enter the property for at least one (1) year.

b. A unit owner shall always comply with all Venture Out rules and regulations and shall be Responsible to see that they are faithfully observed by their family, guests, invitees, renters, contracted laborers, and all other persons over whom they exercise control and supervision.

3.6 OWNER/PROPERTY MANAGER RENTAL RESPONSIBILITIES

a. Owners who rent their unit(s)/lot(s), as well as property managers, must submit a copy of their Monroe County Business Tax number to the VO office.

b. Owner and /or property manager are responsible for their rentals within VO. As such, they must ensure all rentals of a unit/lot are registered with the VO office before the rental period begins or the renter(s) will be denied entry into Venture Out. Registration will be carried out using software and/or procedures provided by the VO office. Information required to register a rental includes:

i) Start and end date of rental and number of nights.
ii) Names of all occupants.
iii) Number of pets, if any.
iv) Number of vehicles, trailers, and watercraft to be brought into VO by renter as well as acknowledgement that owner/property manager has made renter aware that overflow parking is not guaranteed, and that owner/property manager has provided renter with a list of alternate vendors for their overflow vehicles.
v) Acknowledgement that owner/property manager has made sure renter is aware of VO Rules and Regulations.
vi) Acknowledgement that owner/property manager has made sure renter is aware of driveway and dock size of the rental unit/lot.
vii) Acknowledgement that owner/property manager has made sure renter is aware of VO/County occupancy rules.

c. Owner/property manager is responsible for ensuring all trash and debris on the rental unit/lot is kept in covered trash containers and/or properly disposed of in VO Pavilion trash containers per VO office policy. Each rental unit/lot must be equipped with containers for such purpose (maximum of two (2) trash containers and one (1) recycle container). Owner/property manager must post, and occupants must comply with, all trash and recycling schedules and requirements applicable to rental unit/lot. Trash containers must not be placed by the street for pick-up until 6:00 p.m. the night before pick-up and must be removed by 6:00 P.M. the next day.

4 PETS

4.1 A maximum of two (2) approved household pets, defined as being only a cat, dog, or bird, are permitted per owner's unit.

4.2 Except for service, therapy, or emotional support animals, domestic animals are prohibited on all common property, except as specified in Rule 4.5.

4.3 Four-legged animals must be kept on a leash confined to owner's unit.
No "pet fences" or other enclosures such as "pet pens" shall be erected or used to contain pets.

4.4 Hand-held leashes shall not exceed eight feet (8') in length.

4.5 No walking of pets is permitted in the Condominium, except that walking of pets to exit the Condominium and to return to the Unit is permitted.

4.6 All pet waste must be properly disposed of and not allowed to accumulate.

4.7 The feeding of a stray or wild animal (i.e., cat, bird, and iguana) is prohibited.

4.8 No pets are allowed to be walked on other peoples' units without the owner's permission.

5 PARKING

5.1 The Parking Provisions herein shall not apply to any type of law enforcement vehicles or boats owned by the County, State of Florida, or the Federal Government.

5.2 Upon the issuance of one written warning, all vehicles non-compliant with the street/common area Parking Provisions herein shall be booted and/or towed at the owner's expense. Boot fines will be $50 per night. Towing signs are displayed, as required by Florida State Statute, at the Venture Out entrance and at each Block entrance.

5.3 NO VEHICLE, TRAILER, OR GOLF CART MAY BE PARKED IN THE STREET BETWEEN 12:00 MIDNIGHT TO 6:00 A.M., EXCEPT IN AN EMERGENCY.

5.4 SHORT-TERM OVERFLOW PARKING PASS PROVISIONS

a. The primary Overflow Parking Lot is located at the North side of the Pavilion. This lot is designated for short-term overnight fee parking of private licensed vehicles, licensed boats/trailers and licensed Recreational Vehicles (RVs).

b. All other common parking areas shown in the attached map of designated common parking areas (except for parking spaces reserved for Post Office use) may be utilized for overnight overflow fee parking on an as-needed basis at Manager's (or Manager Designee's) discretion. (See Parking Attachment).

c. Commercial vehicles or storage trailers shall be allowed to park in common parking areas only at the Manager's (or Manager Designee's) discretion.

d. A five dollar ($5.00) per night overflow parking fee shall be charged and must be paid in advance to park a transportation vehicle or trailer twenty feet (20') and under in length overnight in any common parking area. If not prepaid, Rule 5.2 above regarding non-compliant vehicles shall apply and in addition the postpaid parking fee (formerly known as a "boot fee") shall be $50 per night for any nights not prepaid for.

e. A ten dollar ($10.00) per night overflow parking fee shall be charged and must be paid in advance to park an RV or trailer longer than twenty feet (20') in length overnight in any common parking area. If not prepaid, Rule 5.2 above regarding non-compliant vehicles shall apply and in addition the

postpaid parking fee (formerly known as a "boot fee") shall be $50 per night for any nights not prepaid for.

f. All stored vehicles must be under ten feet (10') in width and must not exceed forty feet (40') total length.

g. Maximum stay in common parking areas (except for Green and Red long-term storage lots) will be limited to two (2) weeks per vehicle. Owner of stored vehicle (s) must be residing in Venture Out during the time overflow parking is being used and must be paid in person. This may be extended on a day-to-day basis up to a maximum of two (2) weeks at Manager's (or Manager Designee's) discretion.

h. Each unit is allowed only one extra vehicle or trailer in short term overflow parking. During slow times, when parking is available, this can be changed by the Manager or Manager's Designee.

5.5 ANNUAL OVERFLOW PARKING PASS PROVISIONS

a. In lieu of the nightly overflow parking fee, units with more than one transportation vehicle as defined under Use and Occupancy in these RULES AND REGULATIONS have the option to register and purchase one (1) windshield pass at a price of four-hundred dollars ($400.00) per year (valid from January 1 through December 31 each year) for an extra transportation vehicle.

b. Vehicles with this annual pass are exempt from the two (2) week limit with these restrictions:

i) Such registered vehicle must be parked utilizing overflow parking area provisions as defined in Rule 5.4 above.

ii) A limited number (total number based on Manager's discretion) of these passes will be sold starting on the first (1st) workday of each year until sold-out.

iii) Passes are only available to Venture Out unit owners and only for a vehicle licensed and registered to unit owner or unit owners' immediate family.

5.6 LONG-TERM STORAGE PARKING PROVISIONS

a. All long-term automobile, RV, and boat storage shall be in the Red (Spanish Main) or Green Lots as space becomes available within this Association property (available to owners only). These lots:

i) are subject to annual leases. Non-use for 10 consecutive months of a lease for a space will cause the space to be considered as vacant, a new lease for the subsequent year will not be issued, and the space will be considered available for reassignment using the lists as described in 5.6.a.iv below.

ii) are to be used for "Personal Use Only" and not sub-leased.

iii) cannot be used for commercial use or commercial storage.

iv) have waiting lists maintained in the Venture Out Office. Any unit owner may ask to be placed on the primary waiting list. As stated on the lease, any storage lot lessee voluntarily releasing their assigned storage lot space may ask to be placed on the **priority** storage lot waiting list, which will be used to assign vacant spaces as they become available first.

v)

vi) Owners may lease one storage lot for each Venture Out unit owned with a maximum of two (2) storage lots regardless of the number of units owned in Venture Out.

5.7 OTHER PARKING PROVISIONS

a. Only a resident, or a guest of a resident, shall be permitted to store or park overnight any motor vehicle, trailer, boat, or equipment on a unit other than their own after first securing permission from the owner or tenant of that unit.

6 VEHICULAR AND PEDESTRIAN TRAFFIC

6.1 All motorized vehicles (e.g., cars, trucks, motorcycles, scooters, etc.), except golf carts, shall be operated by LICENSED DRIVERS ONLY.

6.2 A golf cart may be operated by a non-licensed driver over the age of eighteen (18).

6.3 A bicycle or golf cart may not be used to carry more persons at one time than the number for which it is designed or equipped.

6.4 No vehicle of any kind, including bicycles, shall exceed the Condominium limit of ten (10) miles per hour.

6.5 All vehicles, including bicycles, when operating at night shall be equipped with a front light and rear light or reflector.

7 CURFEW

7.1 No children seventeen (17) years of age or under may be on the streets or Common Areas within Venture Out between the hours of 11:00 P.M. to 6:00 A.M. unless accompanied by a parent or legal guardian. The Manager (or Manager's Designee) shall be authorized to allow exceptions to the aforementioned restrictions in extreme hardship circumstances at their sole discretion.

8 GUNS AND FIREWORKS

8.1 No one shall discharge a gun of any kind including air rifles and spear guns within the Condominium.

8.2 Fireworks are prohibited.

9 BOATS

9.1 Boat owners shall not dock their boats at any unit other than the one they own or rent without unit owner's permission. Boat(s) and any other watercraft, including any jet skis, kayaks and /or dinghy's, must fit tip-to-tip (engine up), including mooring lines, within unit's dock and consistent with the extension of property boundary lines.

9.2 Boat speed on canals, marina and Condominium perimeter shall be limited to "NO WAKE" and "FIVE (5) MILES PER HOUR".

9.3 No boat shall be moored in any manner blocking free entrance, exit, or use of any waterway within or on the Condominium perimeter. Rafting of boats is strictly prohibited.

9.4 No boat shall be used as sleeping quarters on the waterways within or on the Condominium perimeter.

9.5 No boat shall be moored adjacent to the seawall of Condominium common use property except in the Marina. Mooring in the Marina for up to forty-eight (48) hours will only be permitted by the Manager (or Manager's Designee).

9.6 Small boats that are not required to be registered with the State of Florida, kayaks, or canoes are allowed to be properly stowed upon a unit. However, the watercraft must be tied down when the owner is not in residence.

9.7 No trailered boat or boat trailer may be parked overnight on any unit without Manager's (or Manager Designee's) permission.

10 CONSTRUCTION

All visible and/or structural changes to an owner's unit must be accomplished in accordance with all County, State, and Federal Regulations in addition to all Venture Out Rules and Regulations stated herein.

10.1 VENTURE OUT CONSTRUCTION PERMIT

a. A Venture Out Construction Permit application is required to be submitted by the unit owner to the Venture Out Office and approved/issued by a representative of the Association prior to the commencement of any visible/structural unit alteration and/or maintenance project in excess of two-hundred dollars ($200.00) in materials. All Venture Out Construction Permit applications must be signed by both the unit owner and the contractor who will be performing the work.

i) A non-refundable application fee for the Venture Out Construction Permit is fifteen dollars ($15.00) along with a refundable permit deposit of one-hundred dollars ($100.00). Any violation of the Construction Rules and Regulations herein during the proposed project shall result in the forfeiture of the Venture Out Construction Permit deposit.

b. All Venture Out Construction Permit application plans must include the following:

i) A certified survey of the unit showing all on-site improvements when there is a proposed change to the unit's footprint.

ii) Accurately scaled (minimum one-eighth inch (1/8") to one foot (1') plans, with elevation drawings, which must include all improvements, (e.g.: entrance steps, platforms, decks, roof overhangs, awnings, walkways, driveways, patios, retaining walls, dock boxes, etc.).

iii) A computation of all remaining open space, as defined in Rule 11.1, following project completion.

iv) A list of materials to be used.

v) For the installation of Residential Units, proof that the Residential Unit was manufactured after July 17, 1994, and proof of compliance with HUD codes or ANSI specifications that apply to the type of Residential Unit being installed.

c. An official representative of the Association shall check the plot plan against the actual building site, to ensure complete accuracy of the presented project plan.

d. Upon review and approval of the proposed unit project, a Venture Out Construction Permit will be issued.

e. An issued Venture Out Construction Permit must be securely posted at the unit so as to enable viewing from the common road.

f. The length of a Venture Out Construction Permit shall be ninety (90) days, with an allowable extension of ninety (90) days (Note: extension must be requested in writing prior to expiration date of original permit) not to exceed a combined total of one-hundred-eighty (180) days. In the event of a rule change during the course of construction and your Construction Permit expires, you will be subject to comply with the new rules.

g. Any proposed construction that is not in strict compliance of these Venture Out Rules and Regulations also requires written variance approval from the Association.

10.2 CONSTRUCTION ADMINISTRATION AND PERFORMANCE

a. Venture Out Construction Permit owners are required to call the Venture Out Office to request inspections and shall not proceed until written approval has been given for the following:

i) After placing forms, but prior to pouring concrete (for Venture Out Construction Permits including new construction or change in footprint).
ii) After piers are poured, but before structure is installed (for Venture Out Construction Permits including new construction or change in footprint).
iii) Upon completion of all permitted work, including any skirting, accessory structures appurtenances and after site is cleared of debris.

b. Upon request by the unit owner or contractor, an Occupancy and/or Final Inspection shall be accomplished by an official representative of Venture Out to ensure project completion in accordance with all of the Venture Out Rules and Regulations.

c. Any violations of Construction Rules and Regulations shall be the ultimate responsibility of the owner to ensure their correction.

d. The Association shall have the right to stop any work which is in progress by providing a "Red Tag" notice to the Venture Out Construction Permit owner if there are any violations of the construction rules. The work shall be stopped upon issuance of the "Red Tag" and shall not be recommenced until the Association is satisfied that the violations have been corrected. If the violations are not corrected, the Association may revoke its permit and notify the County of the revocation.

e. If all violations are corrected to the satisfaction of Venture Out, and upon the payment of a reinstatement fee of twenty-five dollars ($25.00), the "Red Tag" will be removed and the permit reinstated for any time remaining on the original permit. Any work performed under a "Red Tag" shall automatically be subject to the fining procedures.

f. If a unit owner or contractor use the services of a Condominium employee, any such services are independent of the Association. Any arrangements for these services must be made directly between the owner or contractor and the employee.

g. All Venture Out Construction Permit owners, contractors, and their employees shall start work no earlier than 8:00 A.M. and stop work no later than 5:00 P.M. each day, and shall remove all trucks, trailers, and other construction equipment from the Condominium by 5:30 P.M.

h. No Venture Out Construction Permit owner, contractor, or their employees shall perform construction work after 5:00 P.M. Saturday until 8:00 A.M. Monday unless an emergency arises. The Condominium Manager (or Manager's Designee) is given authority to grant a waiver of the Venture Out time cut-off in some non-emergency situations solely based on his/her own judgment.

i. Venture Out Construction Permits shall not be issued for digging upon or encroaching upon common property.

j. Prior to digging any hole at the unit, the Venture Out Construction Permit owner, contractor, or their employees must first notify the Venture Out Office of the intended location of the hole to enable the identification of all underground existing utility lines.

k. The Venture Out Construction Permit owner, contractor, or their employees shall not dig holes, tap water, sewer, or secondary electric lines or begin any new projects on Saturday. No digging is permitted after 3:00 P.M. on any day.

l. The Venture Out Construction Permit owner, or contractor, shall pay the cost to repair any damage to the common property/utilities caused by the construction project.

m. No Venture Out Construction Permit owner, contractor, or their employees shall use any electric or water outlet on a unit other than the one permitted for construction.

n. No one other than an electrician licensed in Monroe County shall perform work on Condominium electric pedestals. No modification with or attaching anything to the pedestal is permitted.

o. All Venture Out Construction Permit owners, contractors, and their employees shall continually keep the construction site clean of debris and unnecessary project material. When a contractor is used, all construction debris shall be properly disposed of by said contractor outside of Venture Out at their expense.

p. Certificate of Insurance - Each vendor/contractor doing business in the Condominium is required to provide a Certificate of Insurance which would give proof that Venture Out is an additional insured in the Vendor-Contractor's Liability Insurance policy to the amount of at least three-hundred thousand dollars ($300,000.00)

q. Performance Bonds – All utility contractors (e.g., AT&T, COMCAST, FKAA, etc.) shall supply a ten-thousand-dollar ($10,000.00) performance bond and scope of work on all repairs before digging in any Venture Out street to guarantee that the street will be returned to its original condition after said repair.

10.3 SETBACKS

DEFINITIONS:

- *Setbacks are defined as the required open (permeable) spaces upon a unit which are free of all permanently installed primary or auxiliary structures and appurtenances. All established setback boundaries are defined by their measured distance from the unit's property lines, as evidenced by a certified land survey.*

a. All construction involving placement or replacement of a Residential Unit and/or appurtenances (except for as specified in Rule 10.5.f) must comply with all of the following setback requirements, as measured from the outside edge of the structure and/or appurtenance to the property line.

i) A minimum of one foot (1') from the property line of the primary sanitary sewer side of the unit.

ii) A minimum of ten feet (10') from the water's edge, if applicable.

iii) A minimum of five feet (5') from all other property lines.

10.4 RESIDENTIAL UNITS

a. The following types of Residential Units are permitted to be permanently installed within Venture Out.

i) Manufactured (a.k.a. Mobile) Homes manufactured after July 17,1994, that comply with HUD codes for Manufactured Homes.

ii) Modular Homes that comply with all State and Local coded and regulations.

b. The combined total square footage of the allowable living space of the residential unit must not exceed eight-hundred-sixty-five (865) square feet.

c. Areas that are enclosed by (but not limited to the following): shades, glass, or shutters shall be calculated as part of the allowable living space.

d. The height of the residential unit, not including the piers/columns, or tie beam, shall not exceed thirteen feet (13').

e. The height of the underside of the unit support beams will be nine feet (9') or Monroe County's minimum height requirement, whichever is greater.

f. Residential unit roof overhangs, including gutters, may encroach into the unit setbacks as follows:

i. A maximum of six inches (6") into the one-foot (1') setback of the unit.

ii. A maximum of thirty-six inches (36") into the five-foot (5') setback.

iii. No encroachment into the ten-foot (10') setback is permitted.

iv. Roof overhangs, including gutters, shall not be enclosed.

g. The only materials approved for the construction of a residential unit and/or appurtenance is the following:

i. Roof: fiberglass or composition shingles, sprayed on foam (S.O.F.), aluminum, or manufacturer and/or engineer-approved metal roofing systems.

ii. Siding: vinyl, aluminum, cement board siding (a.k.a. "Hardie board"), or stucco, finished in white or pastel color.

iii. Skirting: vinyl or aluminum. Only vinyl lattice (Basket Weave) with an opening no larger than one inch (1"), Palm Trees, or Pineapples are authorized. A Venture Out Construction/Compliance Permit must be obtained before installation.

iv. Steps, Landings, and Decks: concrete, untreated wood covered with fiberglass, pressure treated lumber, composite, or construction strength vinyl materials.

h. Residential units which are required to be skirted (defined below) shall also skirt all steps, landings, and deck areas with approved materials as listed above.

i. The residential unit is required to have full skirting installed when one of the following installation conditions exist:

i. The residential unit is installed upon piers/columns that measure three feet (3') or less.

ii. The residential unit is installed on piers/columns exceeding three feet (3') in height, where the residential unit tie down straps extend from the frame to the ground anchors.

j. All anchors, utilities, and air conditioning ductwork must be hidden from view and installed as close to the bottom of the home as possible.

k. A residential unit's piers/columns, and tie beams shall be covered with stucco, paint, or other approved material.

10.5 APPURTENANCES

DEFINITIONS:

- *Appurtenances are defined as auxiliary items or structures that exist as accessories to the property and/or residential unit. Appurtenances must comply with all unit setback requirements unless otherwise stated herein. Additional definitions for specific types of Appurtenances are also included at the beginning of individual Appurtenance sections below as appropriate.*

a. Accessibility Items and Structures

- *An accessibility item or structure is defined as an item and/or structure that is installed to provide an auxiliary access to the residence that is viable for those unable to climb steps or carry items such as groceries up and down steps. Examples include, but are not limited to elevators, handicapped lifts, ramps, and dumbwaiters.*

i) Accessibility items and structures shall abide by all setback requirements as set forth in these Venture Out Rules and Regulations whenever possible. If setback requirements cannot be met, written Variance approval is required from the Association, but will be granted unless a viable solution which meets the setback requirements exists.

b. Air Conditioners

i) Restricted to a maximum size of three (3) tons and heat strip(s) with five (5) kilowatts (kw) maximum capacity.

c. Awnings

- *Awnings are defined as a roof-like shelter of canvas, or other material, which extends over the residential unit windows, doorways, or decks/patios in order to provide protection from the weather.*

i) Carport awnings or roof-over parking spaces on driveways are prohibited.
ii) Awnings permanently installed over doorways, landings, and decks must comply with all unit setback requirements.
iii) Window awnings may encroach on the five-foot setback sides by thirty-six inches (36").

d. Decks

- *A deck is defined as any open horizontal structure, porch, patio, or platform which extends from the residential unit.*

i) Deck surface elevation must not be greater than that of the floor level of the residential unit.
ii) Protective railings on steps, landings, and decks must comply with Monroe County Building Code.

iii) Knee walls are permitted on screened deck areas, as per Monroe County Building Code, but the height of the knee wall shall not exceed twenty-four inches (24").

iv) Lattice is permitted on each deck of any residential unit, provided lattice-type material is used and openings must be from one to four (1- 4) square inches.

e. Dock

- *A dock is defined as the waterside concrete platform located between the unit's side property lines and within the ten-foot (10') unit setback area.*

i) The concrete dock must cover the seawall trim cap and shall not exceed eight inches (8") in height at the water's edge.

ii) A concrete retaining wall may be used to separate and control the unit's main landscape surface elevation from the dock surface and may encroach upon the unit setbacks. No wall shall extend more than two inches (2") above the upper surface level and shall not be placed closer than two feet (2') from the water's edge.

iii) One or two steps (each no more than twelve inches (12") in depth and seven and three-quarter inches (7-3/4") in height) may be placed on the ten-foot (10') setback area for egress from higher ground, provided it is not an integral part of a stair system going into any structure.

iv) Davits or boat lifts are prohibited. Existing ones shall be maintained but cannot be replaced and shall be properly removed when no longer repairable.

v) Permanent installation of boat stand-off fenders shall not exceed four inches by four inches (4"x4"). Rubber tire stand-offs are prohibited.

vi) Prefabricated mooring devices or fiberglass whips are acceptable, provided that no permanent fixture shall extend from the seawall more than eight inches (8") into the canal.

vii) Permanent ladders placed on the seawall shall be no more than four inches (4") in diameter and extend no more than eight inches (8") from the seawall.

viii) A fish cleaning table must be open (not enclosed), limited to a maximum length of five feet (5'), placed in such a manner on the unit as not to block access between units, and the table itself may not extend over the water by more than eight inches (8"). All fish cleaning tables require a Venture Out Permit, regardless of cost.

ix) Floating docks are not permitted in the canals and waterways of the Condominium or its perimeter, with the exception of floating docks manufactured by Air Dock Boat Lift under these specific guidelines:

- They are to be installed parallel to the seawall, NOT perpendicular.
- Neither floating dock nor vessel may encroach on neighboring dock space.
- Air Dock Boat Lift Company system will be limited to use by "jet skis" and "jet boats" only.
- Installation of any NEW air dock system MUST first be approved by the Board of Directors.

f. Driveways and Walkways

- *A driveway is defined as a concrete, inter-locking brick, or asphalt thoroughfare which leads from the street to the unit dwelling. The primary purpose of a driveway is to completely accommodate the parking of the unit's transportation vehicle.*
- *A walkway is defined as a concrete or inter-locking brick thoroughfare which leads from the street or driveway to the unit dwelling.*

i) Each unit is required to have one (1) (and only one (1)) designated driveway upon it.

ii) The driveway must have a minimum length of seventeen feet (17'), as measured on the short side, a minimum width of ten feet (10'), and a maximum width of fourteen feet (14'). A driveway extending under an elevated home may be a minimum width of eight feet (8') on that portion of the driveway under the home.

iii) The driveway must be parallel with the nearest **side** property line of the unit and must not violate the side setback.

iv) In those cases where there is not sufficient space to meet the seventeen feet (17') minimum length on a non-elevated home, a variance shall be granted to allow the driveway to be placed parallel to the street side of the unit provided all other setback requirements are met. In this case, the driveway must have a minimum width of seventeen feet (17') and a maximum width of twenty-four feet (24') parallel to the street; a minimum length of Ten feet (10'), and a maximum length of fourteen feet (14').

v) A walkway must be a maximum width of four feet (4'). If connected to the street, it must be separated from the approved driveway a minimum of three feet (3'). Any further connection of the walkway to the approved driveway is prohibited within the setbacks as outlined in Rule 10.3

vi) A lockable security chain may be installed across the width of the driveway entrance of the unit when the owner is not in residence. The chain can be attached to either the existing elevated unit piers/columns or to corner posts, with a maximum height of forty-two inches (42"), installed at the driveway entrance corners.

g. Escape Ladders

i) Elevated residential units may have an escape ladder permanently installed from the side of the deck or porch of the unit to the ground below. This ladder may encroach no more than six inches (6") into either the one-foot (1') or five-foot (5') side yard setbacks. It may not encroach into the ten-foot (10') setback.

h. Fences and Garden Walls

- *A fence/garden wall is defined as a barrier enclosing or bordering a unit or portion thereof, usually made of wood, plastic, chain, concrete, or other like material, used to prevent, confine, or mark a boundary.*

Fences/garden walls are prohibited upon residential units with the exception of the following:

i) An open-type wall may be placed parallel to the side property lines no closer than two feet (2') from the edge of the water and no further than the ten-foot (10') setback line. Said wall may not exceed thirty-six inches (36") in height and corner posts may be six inches (6") higher for a total maximum of forty-two inches (42").

ii) A twenty inch (20") high wall of concrete blocks may separate the concrete dock or patio from the rest of the unit and may be topped with a maximum of sixteen inch (16") open-type ornamental block. Said wall may not exceed thirty-six inches (36") in height and corner posts may be six inches (6") higher for a total maximum of forty-two inches (42"). This wall may be no closer than ten feet (10') from the water's edge.

i. Jacuzzi/Hot Tubs

i) Jacuzzi/hot tubs may be installed upon a unit in accordance with all setback requirements and following the full review of the proposed project plan for electrical demand requirements, drainage, maintenance, and safety.

ii) No wading or kiddie pools larger than 6' in diameter nor greater than 1' in depth. No electric pumps and or filtration systems allowed. Pools must be emptied at night.

j. Solar Panels

i) The installation of solar panels is permitted, but they shall not rise more than three feet (3') above the residential unit on which they are installed.

k. Storage Boxes

i) Storage boxes (dock boxes) shall be white or a pastel color. Commercially manufactured boxes are accepted in their manufactured color, providing they meet the other requirements herein and are approved by the Manager (or Manager's Designee).

ii) A maximum of two (2) storage boxes are allowed on a unit provided they do not exceed two hundred fifty-six (256) cubic feet.

iii) The maximum size of any individual storage box is four feet by four feet by eight feet (4'x4'x8') and the storage box shall not exceed a maximum height of eighty inches (80") including the base. Note, however, that shed style (walk-in) storage boxes are prohibited.

iv) Each storage box shall meet all setback requirements, be placed in such a manner as not to require trespassing on any other unit and be placed to the rear of the unit.

v) All storage boxes must be securely tied down.

vi) A Venture Out construction and compliance permit must be obtained in advance of installing any storage box whether built on site or commercially manufactured regardless of cost.

l. Storage Enclosures

i) Storage enclosures are to be used for storage only.
ii) One storage enclosure, up to one-hundred-forty-four (144) square feet will be allowed beneath any residential unit which is elevated at least six feet (6') and which does not have skirting around it.
iii) The enclosure may be square or rectangular in shape.
iv) A rectangular enclosure must have two sides with a minimum length of eight feet (8'). The two long sides of a rectangular enclosure must be parallel to the side lines of the residential unit.
v) Elevated residential units that have a storage enclosure shall not have any type of storage (dock) box.

m. Trellis

- *A trellis is defined as a frame or structure made up of lattice used for supporting plants and/or vines, in addition to providing partial screening for an elevated residential unit. Elevated units that do not require skirting as defined in the Rules herein shall only be permitted the use of lattice as defined/limited below:*

i) Trellis/lattice shall be of wood or vinyl material, have openings of one to four (1-4) square inches, and be installed in a manner approved by the Manager as to meet reasonable expectations of resistance to high wind velocities.
ii) The total trellis/lattice installed shall not exceed the total of twenty-four (24) lineal feet.
iii) The trellis/lattice may be installed between two sets of unit columns. The trellis/lattice shall be installed on the sidelines of the residential unit that are perpendicular to the street.
iv) The trellis/lattice may be installed beneath one side of one set of stairs leading to the residential unit, not to include any landings or decks above the highest stair. Lattice/trellis shall not be permitted under stairways which are installed parallel to the street and which are greater than twelve (12) lineal feet across the base.

11 LANDSCAPING

DEFINITIONS:

- *Landscaping is defined as improvements of the appearance and/or function of designated open spaces upon a unit by use of natural means such as of shrubs, trees, or a variety of other plants and/or ground cover.*

11.1 The minimum total open area required upon a unit, for ground cover and/or landscaping is five hundred (500) square feet. The area under decks, steps and air conditioners is not considered part of the total open space/planting area(s) calculation.

11.2 White rock (marl), three-quarters of an inch (¾") in diameter or smaller, shall be the primary ground cover upon a unit. Grass, sod, or other ground cover vegetation is prohibited. In addition to white rock, the following ground cover is permitted with the restrictions noted for each:

a. Pavers and/or steppingstone shall be allowed for safe access to the residence. This is not to be interpreted as covering the entire yard with material other than white rock. The color and the layout of the pavers/steppingstones must be approved by the Manager and a Venture Out Construction/Compliance Permit must be obtained in advance regardless of cost of materials.

b. The area immediately adjacent to plants and shrubs and/or the area enclosed within a bordered flower bed may be covered with decorative stones which would include pond pebbles in shades of gray only, river rocks in shades of brown only, marble which are shades of white, lava rock which is rust colored. Stones should be 3 inches or less in diameter. This is not to be interpreted as covering the entire yard with material other than white rock (MARL).

11.3 Prohibited Plantings: The following trees/plants are prohibited from being planted within Venture Out:

- Agave
- All Large Cactus and Pencil Cactus
- Australian Pines
- Brazilian Pepper
- Fichus (Ficus)
- Jamaican Dogwood
- Mahoe
- Mahogany *(added 03/2019)*
- Melaleuca
- Norfolk Island Pines
- Rubber
- Schefflera – actinophylla a.k.a. Queensland umbrella-tree or Octopus tree
- Spreading Bamboo *(added 03/2019)*
- Sword plants

11.4 Existing dangerous plants with sharp points, spurs, thorns and/or which are poisonous, must be trimmed back to not closer than one foot (1') from any common element or adjoining unit.

11.5 You may not build the height of your yard to exceed the height of your neighbor's yard.

11.6 Four inches by four-inch (4"x 4") concrete or block curb, with one inch (1") drain holes two feet (2') apart, is authorized on the unit's street side only.

11.7 Permanently installed fountains and/or water features are prohibited. Removable commercially fabricated fountains and/or water features may be placed upon a unit's open space, but only when the unit is occupied. They must be removed and properly stored when the unit is not in use.

12 USE OF COMMON AREAS

In accordance with Venture Out By-Law Article III. Section 11. (d), the Board of Directors shall make and amend regulations specific to the operation and use of the common property. The following rules pertain to specific safety and maintenance items of the various common areas.

12.1 GENERAL RULES FOR COMMON AREAS

a. Use of stereos and radios in the common areas shall be restricted to their use with earphones only, except where the radios or stereos are being used for sanctioned group functions.

b. Access to the Condominium by fuel supply trucks is restricted to L.P. gas trucks and trucks supplying fuel for the Marina Store fuel storage tanks.

c. The glass covered bulletin board, located at the north side of tennis court #1, is designated as the official Association bulletin board for the posting of all official communications and meeting notices.

d. Smoking (including electronic smoking devices) is prohibited in all common buildings.

12.2 COMMON BUILDING / TGIF AREA SCHEDULING AND USE

a. The following priorities are adopted for scheduling and use of the Adult Lounge, Pavilion, Recreation (Rec.) Hall, and TGIF Area:

(1st) - Board of Directors and Committee Meetings
(2nd) - Total Condominium functions
(3rd) - Block parties
(4th) - Organized groups, open to all residents
(5th) - Outside programs, open to all residents, for educational and/or recreational purposes,
(6th) - Special occasion parties (birthdays, anniversaries, etc.), open to all residents
(7th) - Private parties limited to Venture Out residents on a space available basis.

The Venture Out Office (in coordination with the Rec. Committee) will ensure the preparation of a Recreation Events Reservation Calendar in accordance with the aforementioned guidelines. The Manager (or Manager's Designee) will also give consideration to the total of number of residents served by a proposed event when scheduling conflicts develop.

b. Adult Lounge Specific Use Provisions:

i) Hours of use are from 8:00 A.M. until 11:00 P.M. daily.

ii) Reservations for a function can be made through the Venture Out Office based on the priorities noted above. Note that a function reservation can be cancelled if a higher priority function is scheduled.

iii) Open to all residents eighteen (18) years or older (children under eighteen (18) allowed with adult supervision).

iv) Capacity shall be limited to sixty (60) persons.

v) The Lounge key is available at the Guard Shack. A deposit of ten dollars ($10.00) is required and will be refunded when the key is returned.

vi) Primary User (person who checks out the key and/or reserves the room) is responsible for the lounge and its contents, including the cleaning up and restoring the area and furniture to the condition and placement in which it was found.

vii) Primary User (person who checks out the key and/or reserves the room) will be required to complete appropriate clean-up checklist upon return of key.

viii) Users leaving the lounge in an unkempt condition may be denied future reservations.

c. Pavilion Specific Use Provisions:

i) Hours of use are from 8:00 A.M. until 11:00 P.M. daily.

ii) Reservations for a Pavilion function can be made through the Venture Out Office based on the priorities noted above. Note that a function reservation can be cancelled if a higher priority function is scheduled.

iii) If use of the Pavilion kitchen is required, it must be reserved in addition to the Pavilion. Reservations for the Pavilion kitchen shall be made through the Venture Out Kitchen Coordinator at least 5 days in advance.

iv) Capacity shall be limited to one-hundred-forty (140) persons for table seating and one-hundred-eighty (180) persons for theater seating.

v) The Pavilion key is available at the Guard Shack. A deposit of ten dollars ($10.00) is required and will be refunded when the key is returned.

vi) Primary User (person who checks out the key and/or reserves the room) is responsible for the Pavilion and its contents, including the cleaning up and restoring the area and furniture to the condition and placement in which it was found.

vii) Primary User (person who checks out the key and/or reserves the room) will be required to complete appropriate clean-up checklist upon return of key.

viii) Users leaving the Pavilion in an unkempt condition may be denied future reservations.

d. Rec. Hall Specific Use Provisions:

i) For Rec. Hall use on a pre-scheduled basis as described above, certain time periods may be designated for quiet activities, such as, quiet card playing, reading, studying, writing, hand-stitching, etc. During these periods physically active and noisy use of any nature is prohibited.

e. TGIF Area Specific Use Provisions:

i) Hours of use are from 8:00 A.M. until 11:00 P.M. daily.

ii) Reservations for a TGIF Area function can be made through the Venture Out Office based on the priorities noted above. Note that a function reservation can be cancelled if a higher priority function is scheduled.

12.3 POOL AND SPA

DEFINITIONS:

- *Pool and spa areas are defined as those areas within the perimeter fences surrounding the pool and spa (hot tub).*

a. Hours and Rules regarding pool and spa use will be prominently posted at the pool and spa. Rules include:

i) Shower before entering pool or spa.

ii) No person lacking proficiency in swimming shall use the community swimming pool without the supervision of a competent swimmer.

iii) Incontinent people cannot use the pool unless they wear a swim diaper.

iv) Persons with a communicable disease or open body sores are prohibited from using either the pool or spa.

v) Food is prohibited in pool and spa areas.

vi) Only drink containers made of plastic and metal are permitted in the pool area, but not in the pool. Drink containers are prohibited in the spa area.

vii) Smoking is prohibited in the spa and is only allowed in the designated area at the pool.

viii) No running, pushing or ball playing.

ix) No diving or cannon balling permitted.

x) Swimwear only.

xi) No rafts, chairs, floats, or scuba equipment allowed in the pool, except during scheduled aquatic classes. Masks and snorkels are allowed, but no fins are allowed.

xii) Users using a radio or other personal media device must use earphones.

12.4 TENNIS COURTS

a. Tennis Court general use rules as enforced by Venture Out Management and Security include:

i) Authorized players are owners and renters of units in Venture Out and their guests.

ii) Tennis courts shall be kept locked when not being used. The key shall be kept at the Guard Shack. Key shall be issued only to authorized tennis players. Key must be returned ***immediately*** after opening the gates.

iii) If no waiting players are present, the vacating players shall lock the gates upon completion of play.

iv) Players under the age of twelve (12) must be accompanied and supervised by an authorized adult, aged eighteen (18) or older.

v) No child under the age of seven (7) shall be allowed inside the court fence at any time.

vi) Children from seven (7) to eleven (11) shall not be allowed inside the court fence unless actively playing tennis.

vii) Ball machine users must be eighteen (18) or older. Prior to using the ball machine, the user or users must, first (a) read the rules and instructions for using the ball machine, and (b) read and sign a "Safety and General Liability Release Form", both of which are available from the Guard Shack. Only after these requirements are satisfied will Security give the user the key to the ball machine.

viii) No chairs, skateboards, roller skates, bicycles, baby carriages, or strollers or any other vehicle or toy shall be permitted inside the court fence at any time.

ix) No food, drink, or chewing gum shall be permitted inside the court fence at any time with the exception of non-breakable plastic or thermos-type containers of water.

b. Tennis Court reservation and play rules as enforced by the Venture Out Tennis Club include:

i) A player will be permitted to sign up only for tennis time for the group in which he/she will be playing.

ii) The reservation sheet is divided into increments of one-half (½) hour. A period of play is one-half (½) hour for singles and threesomes and one (1) hour for doubles. You may not have more than two (2) periods of play reserves in one (1) day of the week or three (3) periods in any twenty-four (24) consecutive hours. ***Any and all*** periods when you occupy the court by reservation are included, i.e. Ball Machine, Lessons, Round Robins, Individually Reserved Singles or Doubles, or any other reserved time. The only exceptions are Tennis Club Sponsored Venture Out Tournaments, and Sunday morning Round Robins, from 9:00 A.M. until 12:00 Noon.

iii) Reservations may be made in the following way: each day at 6:50 A.M. the reservation sheet for the following day will be posted for signatures at the Tennis Court. Members of groups signing up for Monday court time will be able to sign up on Friday morning instead of the current rules of signing up on Sunday morning for Monday play. All reservations must include the unit number (#) of the person signing up and telephone number (#), if available. The initial and family name of each member of the group must be entered on the sign-up sheet. Failure to observe the rules will result in denial of the privilege to reserve playing time.

iv) Any player who cannot meet a reserved time must cancel at least one (1) hour before playing time in order that others may utilize the court.

v) If players fail to commence play within ten (10) minutes of the time specified on the reservation sheet, such failure shall be considered to be a "no show" and the remaining time shall be made available to any other players who may desire to use the court at that time.

vi) The same set of four (4) players ***may not*** reserve a court for two (2) consecutive periods of play, i.e. four (4) players signing up for 8:00 A.M. to 9:00 A.M. and 9:00 A.M. to 10:00 A.M. on the same day. The exception would be for two (2) singles players who could reserve for two (2) periods or one (1) hour which would use up their allocated reservation time for that day.

vii) Any play period not reserved is free for play by any players who wish to use that time. A period of one (1) hour may be claimed by signing up not more than twenty (20) minutes prior to play.

viii) Reservations for doubles must be in brackets like this:
/J. & D. Smith
\B. & K. Jones
Any violation of rules will disqualify all four players to free the court for another doubles game.

ix) In cases of violations of these approved reservation procedures the officers of the Tennis Club are authorized to cross off the names of improper sign-ups and notify the persons whenever possible.

x) Players must wear tennis shoes or non-skid sneakers.

12.5 BOAT RAMP AND BOAT RINSE STATION

a. The boat launching ramps are for the use of Venture Out residents only. Therefore, all boat trailers entering Venture Out must be attached to a vehicle containing a valid Venture Out owner's decal or renter's gate pass. In addition, the Venture Out resident must be present. The only exceptions to this rule are that:

i) The Manager may allow use by governmental and/or non-profit agencies at his/her discretion.

ii) If the boat trailer is for a rental boat being delivered to or picked up from a VO resident, the boat trailer may be attached to the rental company's tow vehicle. In this case, the Venture Out resident must meet the rental company at the gate.

iii) If the boat trailer is for a VO resident's boat that is being picked up for repair/storage or being returned after repair/storage, the boat trailer may be attached to the repair/storage company's tow vehicle. In this case, the Venture Out resident must meet the repair/storage company at the gate.

b. The pressure washer located adjacent to the marina is for the use of Venture Out residents only and is to be used for boat/boat trailer rinsing only.

i) The use of soaps or cleaning agents is not permitted.

ii) Except for boats/boat trailers, the washing or rinsing of vehicles or other items is not permitted.

iii) The Manager may allow use by governmental and/or non-profit agencies at his/her discretion.

13 FISCAL MANAGEMENT

13.1 CONDOMINIUM FEES

a. The quarterly assessment (condo fee) is due upon the first day of the first month of the quarter being billed. Due dates are as follows:

i) First (1st) quarter - APRIL

ii) Second (2nd) quarter - JULY

iii) Third (3rd) quarter - OCTOBER

iv) Fourth (4th) quarter - JANUARY

b. A finance charge of eighteen percent (18%) per annum plus an administrative late fee of twenty-five dollars ($25.00) per quarter will be assessed on all accounts which are not received by the Association after 30 days of the applicable due date.

c. If a unit owner is delinquent for more than ninety (90) days in paying a monetary obligation due the Association, the Association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid. This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, and utility services provided to the unit.

13.2 Fines

a. Fines to be imposed in accordance with Article VII, Section 6, of the By-Laws. The fines shall be levied as follows:

i) First violation and each continuing violation $100.00 per day, not to exceed $1000.00 in aggregate.

HEARING AND FINING SCHEDULE

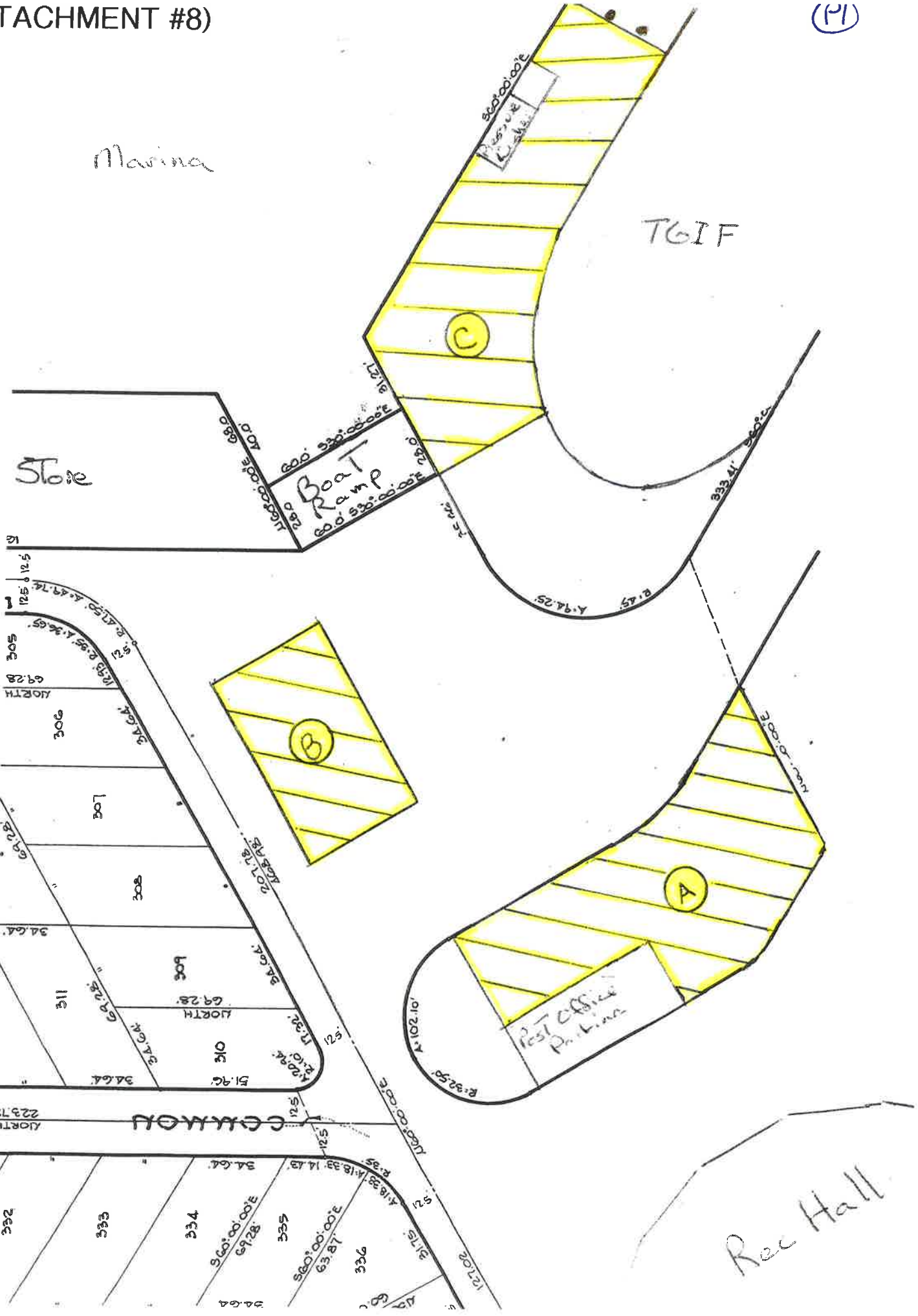
VIOLATION	VENTURE OUT RULE NUMBER
Two cars parked on a lot	10.5(f), 1.3
Two golf carts parked on a lot	1.3(b)
Parking on the street between 12:00-6:00AM	5.3(a)
Driving a golf cart under the age of 18 without a license	6.2
Pets not on a leash	4.3

14 OWNER COMMUNICATION

14.1 Owner Registration on Venture Out Internal Communications System

a. Venture Out uses internal communications system software (Condo Control as of November 2022) for all owner communications as permitted by law including:
   i. Venture Out will use Condo Control for all electronic communications.
   ii. Owners are required to use Condo Control for receiving communications from Venture Out as well as to register guests and renters (as specified in Rule 3.6.b).

b. All Venture Out owners as of January 1, 2024, must be registered on Condo Control to receive any and all electronic communications from Venture Out.
   i. All new owners (after January 1, 2024) must register within 30 days of purchase or before guest/rental.

(ATTACHMENT #8)

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