

VENTURE OUT at ST. LUCIE, INC.

A Florida Not-for-Profit Corporation

INFORMATION FOR TENANTS

07 January 2016

This Information Packet, which is an extract from the Rules & Regulations of Venture Out at St. Lucie, which were adopted by the Board of Directors of Venture Out at St. Lucie, Inc. at a duly noticed and authorized meeting at which a quorum was present. (Paragraph numbers are from the master Rules document.)

2.A.20.b Advance Information Requirement, Tenant Registration, & Checkout

- 2.A.20.b.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.
- 2.A.20.b.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. Owners are ultimately responsible for the actions/inactions of their tenants and therefore to ensure the tenants know they are required to register at the Venture Three, Inc. office on the first business day of their rental period. This is the case even if the rental is being handled by an agent. Owners must inform their agent of the registration requirement and require the agent to pass that information to the tenant. Failure of the agent to inform the tenant does absolve the owner of the ultimate responsibility for ensuring compliance.
- 2.A.20.b.3 Upon entering the Park all tenants <u>before taking occupancy</u> of the rented unit are required to:
- 2.A.20.b.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.
- 2.A.20.b.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.
- 2.A.20.b.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.
- 2.A.20.b.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.

- 2.A.20.b.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.
- 2.A.20.b.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, when requested and if available based on time of day and other factors, 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 setbacks 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.
- 2.A.20.b.3.(g) All tenants and guests of tenants shall observe and follow the parking rules as established in the current Rules & Regulations approved by Venture Out at St. Lucie, Inc. In general, there are specific restrictions that limit parking of daily transportation vehicles, golf carts, boats (motorized & non-motorized), 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 and may park only on the hard surfaces at the unit. All tenants who have a boat (motorized or non-motorized), PWC, boat trailer, PWC trailer, RV, tow dolly, or tow vehicle, and, (except tow vehicles which fit in the unit's designated parking spaces) must park said items in the Storage Lot. Tenants may request rental of a storage lot space for the duration of their tenancy in the park.
- 2.A.20.b.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.
- 2.A.20.b.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).

- 2.A.20.b.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.
- 2.A.20.c 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 warning by personal meeting, telephone contact and/or written warning being issued to the unit's owner by the Property Manager on behalf of Venture Three, Inc., as well as Venture Out at St. Lucie, Inc., 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, common element usage rights being suspended, and/or the tenant(s) being required to leave the Park. Owners 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.
- 2.A.20.d 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.
- 2.A.20.e 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.
- 2.A.20.f Tenants shall, without exception, <u>maintain the exterior and the grounds of the unit</u> (including rental vacant lots) in a clean and acceptable condition (including that

storage of any items under an RV or motorhome is not permitted), no different than is required of resident owners. If after an official request to comply with this rule the tenant(s) fail to clean the unit's exterior/grounds, Venture Out at St. Lucie, Inc. reserves the right to have the unit cleaned at the owner's cost. Any continued failure to comply to keep the unit clean and free of trash and junk will result in the tenant(s) being asked to leave the Park. The unit owner could be subject to a per day fine until the renters vacate the unit in accordance with the provisions Rule 13 herein below and the requirements of F.S. 718.303(4).

- 2.A.20.g In the event an owner does not submit to the Venture Three Office the required preregistration materials 7 days before arrival of the tenants and/or if tenants arrive and take occupancy without registering at the Venture Three Office the Venture Three Property Manager shall follow the enforcement procedure described in Rule 13 herein below.
- 2.A.20.h It is the responsibility of the owner to ensure that any person(s) that will be using the lot, be they tenant or guest, is/are aware of all the Rules & By-Laws of Venture Three, Inc. and of Venture Out at St. Lucie, Inc. and shall, if requested by the tenant or guest, to supply, at the owner's cost, copies of the documents or otherwise on a temporary basis loan the owner's Document Book to the tenant or guest for the duration of their rental/use of the unit or alternatively ensure that an up-to-date owner's Documents Book is continually & conspicuously available within the unit.