

# **Venture Out at St. Lucie, Inc.,**

A Condominium

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

## **Rules and Regulations**

**As Amended**

**November 18, 2024**

The following rule changes are included in this document:

Modified sections 5.E.7.a and 5.E.7.a.1

Deleted sections 8.C.3

**The rules and regulations hereinafter enumerated will be deemed in effect until further amended by the Venture Out at St. Lucie Board of Directors and will apply to, and be binding, on all Venture Out at St. Lucie, Inc. unit owners, tenants and guests. These amendments modify essentially the complete document. Except as amended by these rules amendments, the Rules and Regulations of Venture Out at St. Lucie, Inc. as amended through November 18, 2024 remain in full force and effect. The owners must at all times obey said rules and regulations and it is their responsibility 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 on the Venture Three website ([www.venture3.org](http://www.venture3.org)) or at the Venture Three Inc. office.**

**Said rules and regulations are as follows:**

## **PREAMBLE**

The Venture Out at St. Lucie 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 176 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 Venture Out at St. Lucie Board, on your behalf, has 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.

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 VOSL Board of Directors, the President of Venture Three 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.

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## 1. - Definitions

- 1.A - Form 101** A form (available on the V3 website or office) that must be submitted by the unit owner and attached and made part of all drawings or plans regarding construction, remodeling, setting or resetting of any permanent structure, concrete work or any other modifications planned for the exterior of the unit that would be affected by the rules, regulations and bylaws of VOSL or V3.
- 1.B - Anchor** To install approved tie-downs and anchors to secure a mobile home, RV, or manufactured home to solid ground. This can be done at the owner's request, or if required by law. Either way, it must be done in accordance with the applicable Ordinances and/or Building Codes of St. Lucie County.
- 1.C - Association** is a legal organization of homeowners. Unit owners in VOSL are members of the VOSL association, and by default, also members of the V3 association.
- 1.D - Building Committee** A committee appointed by the President of VOSL having the authority to approve, deny, or suggest modifications to form 101 requests.
- 1.E - CMS** Community Management System. The software used by Venture Three to manage billing, violations management, repairs, and maintenance.
- 1.F - Dwelling** Any building, structure or RV on a unit that is occupied or intended for occupancy.
- 1.G - Easement** A right the property owner has given to someone else to use a portion of their property for a specific purpose, such as utility lines or drainage.
- 1.H - Indemnification Agreement** Stipulation Release, Indemnification and Hold Harmless Agreement that must be signed and attached to Form 101 before submission to the Building Committee.
- 1.I - Line of Deed** The property boundary line that abuts the Indian River Lagoon Aquatic Preserve. It is located approximately 10 feet into the Indian River as referenced from the original bulkheads (and in some specific location less than the 10 feet). The Line of Deed is established by the Department of State Lands Title #24972 by the Trustees of the Internal Improvement Fund of the State of Florida, dated 30 June 1969. The precise location can be determined only by an underwater survey. The Association does have jurisdictional rights between the Line of Deed and the original (circa 1970) bulkhead line. All areas west of the Line of Deed are Sovereign Submerged Lands of the State of Florida and are under the jurisdiction of the Florida Department of Environmental Protection and the Army Corps of Engineers. Regulation of these lands & waterways fall under Chapters 18-20 & 18-21 of the Florida Administrative Code.

- 1.J - Manufactured Home** A mobile home designed to be used as a dwelling when connected to the required water, electric and sewage utilities, and that has been fabricated in a dedicated manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the federal Manufactured Home Construction and Safety Act (HUD) as such term is described in F.S. 320.01.
- 1.K - Modular Home** Also built off-site and transported to the homeowner's unit, must meet the more stringent state, county and local codes and regulations, similar to a SITE-BUILT HOME.
- 1.L - On Water Structures and Equipment** All lifts, docks, walkways, terminal or boarding platforms, hoists, elevator lifts, davits or pilings on or extending from a seawall.
- 1.M - Permanently Sited Dwelling** Any approved dwelling that is permanently anchored to the unit. These can include a site-built home, manufactured or mobile home, or any type of RV, that has been installed in an approved manner and is anchored appropriately to the ground.
- 1.N - Recreational Vehicles** (Also hereinafter called RVs) mean travel trailers, 5<sup>th</sup> wheel trailers, motorhomes, park trailer homes (square footage defined by Florida Statute) and private motor coaches as these terms are described in F.S. 320.01, as amended.
- 1.O - RV Size** Length is defined as the maximum overall length as measured (not the manufacturer's rated length) including any projections from or attachments to the RV. Width is defined as the maximum width as measured (not the manufacturer's rated width) with all moveable features, including but not limited to slide outs, awnings, and the like, when fully extended, including any projections from or attachments to the RV
- 1.P - Riparian Rights** Related to defining unit width over water as defined in F.S.253.14 (1).
- 1.Q - Setbacks** The setback is the minimum distance prescribed that a building must be located from the property line.
- 1.R - Site Built Home** Permanent single-family residential dwellings of poured concrete, frame, and/or block construction, on concrete foundations.
- 1.S - Site Plan** Detailed construction drawings depicting the scope of the project.
- 1.T - Siting** Position an RV properly on a unit to comply with all Rules regarding location and to observe all setbacks as established by these Rules and by the St. Lucie County Building Codes.
- 1.U - Skirting** Covering of the area between the structure's lowest level and the ground/pad level.

**1.V - Units** Are the parcels of the condominium property that are subject to private ownership, inclusive of any structures. It is not the common properties. There are 176 units within VOSL (number from 600-775).

**1.W - Vehicles, Approved** Approved vehicles are cars, vans, SUVs, pickup trucks, motorcycles, golf carts and similar that have a V3 vehicle sticker.

**1.X - VOSL** Venture Out at St. Lucie, Inc., hereinafter referred to as VOSL.

**1.Y - V3** Venture Three, Inc., hereinafter referred to as V3.

## **2. - Association Documents Coverage**

**2.A - Rules Coverage** All owners, guests, and tenants are subject to the provisions of all of the following documents:

### **2.A.1 - Venture Out at St. Lucie**

- Articles of Condominium
- Amended By-Laws
- Amended Rules and Regulations
- All Statements of Association Policy and Resolutions

### **2.A.2 - Venture Three**

- Articles of Incorporation
- Amended By-Laws
- Amended Rules and Regulations
- All Statements of Corporate Policy and Resolutions

The noted documents are available for viewing, copying or downloading from the Venture Three website at [www.venture3.org](http://www.venture3.org), or at the Venture Three office for a fee.

**2.B - Rule Conflict** In the event of any conflict between the Rules and Regulations contained herein, or from time to time amended or adopted, and the Condominium documents, or the Condominium Act, the latter will prevail.

## **3. - Unit Setback and Easement Requirements**

Unit setback and easement requirements are critical when evaluating any construction, siting or changes to a dwelling. Before beginning any property changes, view the detailed drawings as shown in **Appendix A**. If you still have questions, contact the VOSL Building Committee or V3 office for assistance.

**4. - Building Committee and Form 101 Submission** - The President of VOSL may appoint a Building Committee consisting of 3 to 4 members of the VOSL Board of Directors. The President may appoint themselves as one of the members and may also appoint the Committee's Chairperson.

**4.A** - The VOSL Building Committee may, by majority vote, approve, deny or suggest modifications to, without further action by the VOSL Board of Directors, all Form 101s submitted by owners. If approval of a 101 is denied by the Building Committee and the owner requests a variance, the request will be referred to the VOSL Board of Directors for review and final decision. The Building Committee does not have the authority to approve variances.

**4.B** - During periods of extended absence of a committee member, the VOSL President or the Chairperson may temporarily appoint other Board members to the Building Committee. It is within the purview of the Building Committee to refer any matter to the VOSL Board of Directors.

**4.C** - The unit owners are responsible for all safety aspects of the project's design and implementation. Approval by the Building Committee is limited to ensuring the project's design and proposed materials meet the dimensional and materials criteria established herein and does not attest to the safety aspects of the project's design. The Building Committee will take no decision regarding 101 requests until all the necessary information has been provided and reviewed.

**4.D** - Unit owners are required to submit to the Building Committee, an accurate and complete site plan submission that will completely describe the extent of the external work. These external changes include, but are not limited to the following:

**4.D.1** - New RV installations, RV relocations, and Florida/screen room additions.

**4.D.2** - Construction of new site-built homes, modular, manufactured homes, building addition, or building alterations, exterior painting, roof installation or modifications, A/C installation, and electrical work.

**4.D.3** - Earth and concrete excavations, concrete removal and additions.

**4.D.4** - Installation/modifications to doors, windows, awnings, shutters, and exterior stairs/landing.

**4.D.5** - Waterfront seawall, safety fence, boat lift and dock installations.

**4.D.6** - Brick or concrete paver installations, and landscaping alterations.

**4.D.7** - Demolition of trailers, screen rooms, manufactured homes or site-built homes, and clearing of existing structures from any unit.

- 4.E** - A copy of the approved site plan submission, form #101 and Indemnification Agreement will be maintained in the V3 office.
- 4.F** - The Building Committee may, at its discretion, request the owner to provide, in addition to a Form 101, one or more of the following:
- 4.F.1** - A drawing, to scale, depicting the location of the proposed building alteration, addition, or new construction of the unit, including its compliance with all required setbacks.
  - 4.F.2** - A copy of the certified survey of the unit.
  - 4.F.3** - A copy of the construction drawings depicting the elevations, including heights above the base flood elevation, on all sides of the proposed building alteration, addition or new construction.
  - 4.F.4** - A site plan drawing that shows the location of the proposed new utility connections, garbage vault, street light post, and air conditioning unit.
  - 4.F.5** - A site plan drawing that shows all areas of the unit that are proposed to be covered with concrete slab and/or brick pavers including but not limited to driveways, walkways, patios, and waterfront slabs.

## **5. - General Unit Rules, Requirements and Restrictions**

- 5.A** - These requirements are the minimum required by VOSL and do not waive compliance with all Florida and St. Lucie County codes applicable.
- 5.B** - Interference with Peaceful Possession - Any common nuisance, any illegal activity, and any practice that is a source of annoyance to VOSL residents or any practice that interferes with the peaceful possession and normal use of the property by its residents, will not be allowed.
- 5.C** - Quiet Hours - Between 11:00 PM and 7:00 AM, everyone in VOSL must endeavor to maintain as low a noise level as is possible.

### **5.D - Maintenance and Use of Units**

**5.D.1 - Maintenance Responsibility** All units must be properly maintained all twelve months of the year.

**5.D.1.a** - The requirement to properly maintain a unit means it must be kept clean and sanitary, kept free from accumulations of clutter, rubbish, refuse and garbage and kept free of any fire hazard. The circumstance that a unit is vacant for the long term does NOT relieve the owner's obligation to fully maintain the unit. VOSL reserves the right, and views it as its obligation to the community, to request an inspection by the St. Lucie County Health Department when it appears a unit has fallen into an uninhabitable condition.



**5.D.1.b** During emergency 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 VOSL President (or designee) or the V3 Property Manager, after consulting the VOSL President (or designee), at their discretion, may make sufficient corrections without any prior notice to the owner to eliminate the situation. All repairs will be reimbursed by the owner.

**5.D.1.c** The owner will be notified of the correction made and the need for the owner to make further corrections, if necessary.

**5.D.1.d** - Unit owners are obligated to maintain all plantings to be free of growing weeds at all times, whether the owner is in residence or not. When not in residence, it is the unit owner's responsibility to make arrangements to have the growth of plantings and weeds maintained appropriately. If these planting and non-grass areas are not maintained and, after notification to the owner requiring action, the weeds are still present, the weeds will be removed at a cost to the owner.

**5.D.1.e - Trees and Tree Trimming**

**5.D.1.e.1** - Tree trimming of all palm trees by the unit owner must be done before June 1, or an outside contractor hired by V3 will do the trimming and bill the unit owner.

**5.D.1.e.2** - Trimming must include removal of loose branches, coconuts, and berries on palms.

**5.D.1.e.3** - Existing Norfolk Island Pines must be maintained to a maximum height of 20 feet. Any damaged trees must be removed. No new plantings of Norfolk Island Pines are permitted.

**5.E - Personal Property and Structures**

**5.E.1** - Personal property including but not limited to unused construction material, general purpose tools, lawn and garden implements (shovels, rakes, lawnmowers, etc.) are not permitted to remain where they can be seen by others, except when the items are actually in use.

**5.E.2 - Under Dwelling Storage**

**5.E.2.a** - The area under an unskirted dwelling may not be used for storage at any time or for any duration.

**5.E.2.b** - (101 Required) Should the need for under dwelling storage be desired, the owner or tenant must file a Form 101 with the VOSL Building Committee for permission to skirt the dwelling.

**5.E.3** - Tiki huts are not allowed.

**5.E.4 - Antennas and Dishes (101 Required)**

**5.E.4.a** - Radio or TV antennas are prohibited.

**5.E.4.b** - The installation of a satellite dish of one meter in diameter or smaller is allowed, provided the installation is accomplished within all setbacks and height limitations, and provides the least possible visual impact without degrading the received signal in accordance with FCC Regulations. The dish must be located such that it does not present a safety, injury, or tripping hazard.

**5.E.5 - Fences (101 Required)**

**5.E.5.a** - Fences are NOT allowed, except that a safety fence may be installed along the seawall of a waterfront unit if it is designed to blend with and not detract from the community surroundings. Such a safety fence is limited to the length of the unit's seawall and must be located within 1.0 ft of the edge of the seawall. It may not wrap on the ends or otherwise project into the rear setback. Other fences or gates on the unit's property are not allowed. This is not meant to limit in any way the installation of landing, step, or stair safety railings.

**5.E.6 - Signs**

**5.E.6.a** - Only three signs are permitted on a unit:

**5.E.6.a.1** - One small, tastefully designed sign, with a maximum area of 1/2 square foot, may be used for the owner or tenants name, unit number, and/or name of hometown and state.

**5.E.6.a.2** - One "For Sale" or "For Rent" sign. The maximum area of any such sign must not exceed 4 square feet. In the event a unit is both "for sale" and "for rent", 2 signs are permitted, one each for "sale" and "rent", providing that in the aggregate the total area of the 2 signs is no greater than 4 square feet

**5.E.6.a.3** - A contractor may display a small business sign only during the course of actual construction at an owner's property. The maximum area of any such sign must not exceed 4 square feet. No signs identifying subcontractors are permitted.

**5.E.6.a.4** - All signs must be made of a durable waterproof material and be maintained in good repair by the unit owner. Non-compliant signs, after 3 days post-notification to the owner of such non-compliance, will be removed by V3 and stored for 2 months during which the owner may retrieve the sign(s). After 2 months storage, unclaimed signs will be discarded.

### **5.E.7 - Storage Boxes (101 Required)**

**5.E.7.a** - A maximum of two storage boxes constructed with durable material, with a combined total maximum volume of 128 cubic feet and a maximum height of seven feet, is allowed provided it is:

**5.E.7.a.1** - Removed 2024\_11\_18

**5.E.7.a.2** - Properly tied down with ground or concrete anchors.

**5.E.7.a.3** - Located at the rear of the property.

**5.E.7.a.4** - Not built as an addition to the residence unless it is/they are in harmony with the house style and color and with the roofline, meets setback requirements

### **5.E.8 - Household Appliances**

**5.E.8.a** - Washing machines, dryers, refrigerators, freezers, ice machines or other household appliances are not allowed outside of the dwelling.

### **5.E.9 - Garbage Vault (101 Required)**

**5.E.9.a** - Each unit must have an in-ground garbage vault with a top at a maximum of 6" above ground, maintained in sanitary and serviceable condition.

### **5.E.10 - Fire Pits & Open Fires**

**5.E.10.a** - Open wood fires and wood fires in fire pits, even if the fires are covered by a screen, are prohibited. This applies to all units and the Common Elements of VOSL.

**5.E.10.b** - Gas fired grills or fire pits/rings that burn propane or a similar gas are allowed.

### **5.E.11 - Smokers**

**5.E.11.a** - Smokers: the use of a personal unit type of smoker is allowed.

### **5.E.12 - Stationary Fish Cleaning Stations (101 Required)**

**5.E.12.a** - Stationary fish cleaning stations are conditionally allowed if approved by the VOSL Building Committee after the submission of a Form 101.

**5.E.12.b** - Must be prefabricated of aluminum or stainless steel and anchored to the concrete.

**5.E.12.c** - Placement must be no less than 6 feet from the adjoining property lines.

**5.E.12.d** - The overall dimensions must be no larger than 50" L x 24" W and 45" in maximum height.

**5.E.12.e** - Roofs are not allowed.

### **5.E.13 - Boat and Trailer Storage**

**5.E.13.a** - The unit may not be used for the visible land storage of motorized or non-motorized boats, kayaks, canoes, PWC and the like (hereinafter collectively referred to as boats), boat/PWC trailers or utility trailers. The requirements of this section do not apply to anything on or in the water beyond the edge of the seawall on waterfront units.

**5.E.13.b** - It is permissible to wash down or perform maintenance on a boat, and/or a trailer at a unit in the parking space(s) or in the roadway immediately in front of the parking spaces during daylight hours. Upon completion, the boat, and/or the trailer must be removed from the roadway or the unit.

**5.E.14** - Tow dollies may not be stored at the unit except for one overnight the day of arrival and the day prior to departure.

**5.F** - The outside color of all dwellings must be a shade that blends, and is in harmony, with existing homes or installations in VOSL.

**5.G** - The finish grade around the unit/dwelling, including grass and outside concrete slabs, may not be any higher than any surrounding property.

**5.H** - A deck is not permitted above the first floor living area. Roof top decks are not permitted.

### **5.I - High Velocity Winds**

**5.I.1** - It is a required continuous responsibility of each unit owner to properly secure all personal property against the hazard of high velocity winds, which might occur at any time, to prevent damage to other properties in the community.

### **5.J - Condemned Units**

**5.J.1** - The owner will be notified in writing by the V3 Property Manager in the event a dwelling is determined by a Federal, State, or County agency, or by a vote of the VOSL Board of Directors to be:

**5.J.1.a** - condemned or otherwise not approved for habitation and unrepairable,

**5.J.1.b** - and/or the dwelling does not meet VOSL's minimum

standards for good and working condition with respect to the dwelling and any other property items outside the housing unit.

**5.J.2** - It is the owner's responsibility to contract demolition within 60 days of notification. The demolition and removal must be completed within 120 days of contract.

## **5.K - Utility Hookups**

**5.K.1** - All inhabited dwellings must have all basic utility hookups (water, electricity, and sewage) that meet all County Codes and are in good and working condition. V3 provides to all units the infrastructure for sewer connection, water connection, and primary electrical service (not including a pedestal). All connections to the provided infrastructure are the responsibility of the unit owner, including the pedestal for electrical service when a unit is so equipped. If it is known to VOSL or V3 that any of the three basic services are not in working order, V3 will deny registration and VOSL will deny tenant's entry into VOSL. In the event a tenant(s) (registered or unregistered) enters VOSL in a unit that does not have the basic services operational, that tenant(s) will be required to leave that unit upon notification by V3 or VOSL.

**5.K.2** - Anytime a unit is vacant of a dwelling, all connections to the sewer must be secured with a removable cap at least 1 inch above ground level. Any vacant unit that is found to not have the required cap(s) will have, without notification, the necessary cap(s) installed by V3 at the unit owner's expense.

**5.K.3** - If any area is covered with concrete where underground utilities are installed, it will be the owner's responsibility to remove and replace the concrete if the utility must be made accessible for servicing.

## **5.L - Street Lighting**

**5.L.1** -As provided in the VOSL Declaration of Condominium, Article IV, par C., the street lighting system is a common element. Street lighting must be provided by unit owners on every unit including vacant units. All units must have a street side pole lamp. All units, vacant or occupied, must provide always-on electrical power to the pole lamp.

**5.L.2** - The unit owner is responsible for the wiring to the pole, and any ambient light detector installed. VOSL will maintain the pole, the lamp, and the pole-mounted lamp head (using its standard lamp head) at no additional cost to the unit owner. In the event a dwelling-mounted light(s) exists, that lamp head or light(s) become the owner's responsibility.

**5.L.3** - It is the owner's responsibility to provide always-on electrical service to the street side pole lamp, 24/365. A vacant unit that is intended to

have a dwelling constructed or installed may be exempt for a period of 12 months maximum. When no permit has been issued nor construction started, then a temporary, but sturdy, post light & electrical service, as required, must be installed. The temporary installation may be removed once construction or installation of the dwelling commences.

## **5.M - External Property Building Restrictions: Dwellings**

- 5.M.1** - There must be no construction within the required setbacks except as noted.
- 5.M.2** - At least 4' of width on the 8' setback side of the unit cannot be covered with solid concrete. This portion must be patio stone, brick pavers, crushed rock, grass, chips, loose brick, or other permeable material as approved by the Building Committee. However, no impervious membrane, including but not limited to plastic, may be placed under the material.
- 5.M.3** - If one of the designated parking spots is on the 8' setback, that portion is exempted from the 4' permeable rule.
- 5.M.4** - An air conditioner compressor unit is allowed to be placed in the setback at either end of the unit/dwelling providing it is within established height limitations and is approved by the Building Committee.
- 5.M.5** - Steps may be erected, but may not encroach into any required setback, except those steps constructed at the front or back of the unit/dwelling may encroach provided that they attach to a landing no larger than 4 feet by 4 feet and subject to County approval.
- 5.M.6** - Except for the roof gutter or storm shutters, no part of the unit/dwelling may extend into the 4" setback on the utility side of the property.
- 5.M.7** - Waterfront units are exempt from the no concrete restriction for the area along the seawall where 10' of concrete coverage is permitted to help restrict soil erosion during seawater storm wash. Where an owner of a unit on the water needs to make storm damage repairs, and where an engineering study recommends additional concrete or other reinforcing methods, the VOSL Board of Directors may grant a further variance from the limitations of this rule on a case-by-case basis.
- 5.M.8** - A Florida/Screen room may not extend beyond the front of the basic unit.
- 5.M.9** - The maximum garage door/carport height (also called the rough opening height), independent of the overall building height, is 9'- 0". A door, or an opening without a door, specifically designed to integrate an

RV or motor home with a permanent building such that the two become an integrated dwelling are prohibited.

**5.M.10** - A multi-level dwelling may not be constructed with a design for open, stilt construction, also called Key West Style, on the first level. This provision does not preclude a carport on the street end or a patio/porch area, screened or open, on either end of the building insofar as the building volume between the end features is enclosed by full height walls designed and constructed to meet the windstorm requirements.

## **5.N - Household Pets**

**5.N.1** - Only three customary household pets are allowed, providing they meet the requirements of F.S. 767 and St. Lucie County Code 7.10.3, and, are under owner control at all times, and, are not classified as dangerous as described in F.S. 767.10, 767.11, and 767.12.

**5.N.2** - It is the responsibility of the owner(s) to ensure that all guests & tenants are made aware of all the rules regarding pets, especially breed bans & dog walking/use of property of others prior to arrival so that uncomfortable & compromising situations after arrival are avoided.

**5.N.3** - All dogs must be restrained on a leash when taken outdoors.

**5.N.4** - All pet owners or handlers must exercise control of the pet being walked so that no pet is allowed to traverse on to other owner's units. The only exception to the use of another owner's property is when the pet owner has written permission to use that other unit owner's property.

**5.N.5** - Pet owners must observe noise rules (as applied to pets).

**5.N.6** - Pet droppings anyplace, including the owner's property, must be picked up immediately, bagged and disposed of appropriately, either in the dog owner's garbage can or in the receptacle provided in the Dog Walk area. Private property, even a garbage can, is to be respected always.

### **5.N.7 - Dangerous Dogs**

**5.N.7.a** - Dangerous dogs are not allowed in VOSL. See F.S. 767.11 and St Lucie County Ordinance 1-4-20 for the definition of a dangerous dog.

**5.N.7.b** - Dog Breed Ban: The following breeds, including cross breeds of the named breeds, are not permitted in the community at any time by owners, tenants, or visitors. The VOSL Board of Directors reserves the right to change or amend this list at any time. A current list of breeds banned is available from the V3 office.

Pit Bull

Presa Canario

## **6. - Work Requirements for Professional Workers**

- 6.A** - The owner will be liable for any damages to any common utilities, common area, roadways, and neighboring property caused by the owner or their contractors.
- 6.B** - Within 14 days after completion of the work, the owner must return to its original condition any disturbed area of the neighboring properties.
- 6.C** - It is the owner's responsibility to see that all contractors maintain the entire site in a neat, clean and safe condition at all times; not permit building materials to be stacked, piled or located outside the boundaries of the unit involved in the construction project; that all neighbor's property and community property is respected, not utilized without permission and remains undamaged, and there is a complete cleanup of the units after any type of construction work.
- 6.D** - Any changes made from the original approved site plan submission will require resubmission to the Building Committee for approval.
- 6.E** - Construction work, arrival/departure to/from the work place and all deliveries are limited to the hours between 8:00 AM and 6:00 PM on Monday through Saturday, and no work may be conducted on Sundays or Federal holidays, except for work required in emergency situations.
- 6.F** - Except for work required in emergency situations, all contractor, business, construction, & professional persons and their vehicles must leave VOSL 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 V3 Property Manager. The V3 Property Manager will use best discretion in both exercising these rules and resolving issues as they arise. When that discretion results in a deviation from these rules, the V3 Property Manager or designee will report the deviation to the VOSL Board with the intent being to define further guidance.
- 6.G** - The general contractor must have a qualified & designated supervisor on site, or a telephone number for a supervisory individual. The names and telephone numbers of the general contractor and the designated supervisor must be conspicuously posted near the roadside of the construction/work site.

## **7. - Parking Space Placement for Dwellings**

- 7.A** - Per County regulations, all units must have 2 parking spaces measuring 8'X 18'. The positioning of the parking spaces is dependent upon unit shape and location of utility boxes.
- 7.B** - Both of the two parking spots must abut the road in front of the unit unless a unit's configuration prevents such.



- 7.C** - If the above is not possible, the owner must request a variance to be evaluated and approved by the VOSL Board. However, in no case does this affect the number of required parking spaces.
- 7.D** - On units where the property lines on the street side do not allow two parking spaces abutting the street, the 8' setback area may be permitted to be used for one parking space.
- 7.E** - Parking spaces within a dwelling's garage count toward the minimum 2 parking space requirement. The owner may use concrete slab or pavers for the driveway surface to the roadway.

## **8. - Siting of RVs and Size Limitations**

- 8.A** - When a new or replacement trailer, manufactured or modular home is brought into VOSL, the V3 Property Manager, a member of the Building Committee, or a designated person appointed by the President, must help oversee the placement of the home on the unit. The owner will, however, bear the final responsibility for compliance with the approved site plan, height and set back restrictions.
- 8.B** - See "RV Size" under Definitions for information on determining length and width of RV.

### **8.C - RV Siting Requirements**

- 8.C.1** - Any RV is limited in width and length such that it will fit completely within the buildable area of the unit as defined by Exhibit 1.
- 8.C.2** - No part of the RV is permitted to overhang grass.
- 8.C.3** - Removed 2024\_11\_18.
- 8.C.4** - These requirements apply to all RV sitings. Owners and any owner's agents are responsible for ensuring that any RV is sited in accordance with the requirements. Owners must provide their agent with the maximum size limitations and siting requirements prior to any rental being contracted. It is not the responsibility of VOSL or its representatives to site vehicles correctly. The VOSL Board has made a determination of the maximum length RV that may be placed on each individual unit in VOSL. Those lengths are shown in the following table Exhibit 1:

**Exhibit 1 - Maximum RV Length Allowed by Individual Unit**

Unit Number	RV MAX LENGTH (feet)*
602, 603, 605, 613, 615, 621, 627, 629, 718, 722, 731, 743, 756, 761, 773	35
635, 638, 690, 706, 710, 711	41
642, 643, 672, 729	38
684	32
689	40

\* If owner/tenant can illustrate the RV and personal vehicles do fit within the setbacks, other lengths might be allowed. Suggested lengths are based on the VOSL rules.

**8.C.5** - Part of the siting includes a minimum of 2 parking spaces as defined under paragraph 7-Parking Space Placement for Dwellings.

**8.C.6** - In the event an RV is sited such that it violates the setback requirements, upon verbal notification to the RV owner by VOSL, the RV must be relocated on the unit to meet the requirements within 24 hours of said notification. Failure to comply within the stated period may result in a written demand for compliance first to the RV owner, and then to the unit owner and, if applicable, any rental agent. In the event the RV is too large to meet the siting requirements, the RV must be removed from the unit within 48 hours of notification. Any resulting negotiations regarding the original rental contract will be between the tenant, the unit owner, and any rental agent (if applicable). VOSL will not participate in said negotiations.

**8.C.7** - Parking of any/all other vehicles in addition to the RV must conform to all the parking rules as defined in Rule 9, et Seq.

**8.D - Anchoring of All Permanently Sited Dwellings**

**8.D.1** - Anchoring to the ground must be performed only by a certified installer. Anchoring must comply with Florida Code 320.8325.

**8.D.2** - Any RV of any type that is not anchored to the ground must be removed from the unit during hurricane season unless it is owner occupied during that period or a hurricane plan is in place.

**8.E - Skirting Requirement for Sited Dwellings: (101 Required)**

**8.E.1** - The area between the lowest level of the dwelling as installed and the ground/pad level must be skirted on all sides using materials that are suited for the purpose and are installed in an approved manner. It is expected that proposed skirting material will blend or coordinate with the RV or dwelling as well as with the surrounding units in the area.

## **9. - Parking**

**9.A** - A maximum of three total operative approved vehicles may be parked at the owner's unit, providing the following rules are met:

**9.A.1** - Approved vehicles, when parked at units, must be located completely off of the roadway. The defining factor is the actual location of the edge of the road and it is not determined by the actual location of the front property boundary that might be located in the paved roadway. Such a condition represents an easement and the area between the property boundary and the road edge must not be used for parking. The determination of a legal 8' by 18' parking space may take such an easement into consideration, but in doing so, the effective size of the space(s) is reduced accordingly.

**9.A.2** - The only surfacing materials approved for the parking of vehicles are concrete, pavement, pavers, or other suitable material of a size & nature suitable for bearing the weight of a vehicle. Gravel is not allowed.

**9.A.3** - Vehicles parked at units other than the owner's, without written permission, are trespassing.

## **9.B - Vehicle Parking Stickers and Passes**

**9.B.1** - All approved vehicles belonging to owners & resident guests (tenants, family, friends, etc.) parked at any unit or other designated location for a period including a minimum of one overnight, must have a V3 parking sticker or an owner or guest mirror hang tag. The owner sticker is to be placed on the inside, lower-left corner of the windshield.

**9.B.2** - Approved vehicles may park in the satellite parking area north of the swimming pool. A parking pass, to be obtained from the V3 office is required for overnight parking in the satellite parking area.

**9.B.3** - A windshield tag, indicating a parking violation, will be placed on vehicles that are in violation, asking for the vehicle's owner to contact the V3 office.

## **9.C - Roadway Parking Allowances**

**9.C.1** - Upon entering or leaving VOSL, an RV will be allowed to park in the roadway for 48 hours for the sole purpose of unloading or loading the RV providing that:

**9.C.1.a** - RVs parked on the roadway during the hours from sunset to sunrise must display the RV's running lights, or, alternatively at their left front & rear corners reflective hazard warning devices.

**9.C.1.b** - The RV must not interfere with the use of your neighbor's unit.

**9.C.1.c** - The RV may be hooked to electric only.

**9.C.1.d** - No sleeping is permitted in the RV.

**9.C.1.e** - Boats, PWCs, and/or their trailers may be temporarily located at a unit in defined parking spaces or in the roadway immediately in front of the unit during daylight hours.

## **10. - Road Use and Traffic Rules**

**10.A** - Venture Three By-laws and Rules and St. Lucie County Ordinances regarding Road Use and Traffic Rules apply in the VOSL community.

## **11. - Hurricane Season**

**11.A** - Dates of the hurricane season are June 1st to November 30<sup>th</sup>.

**11.B** - All RVs not tied down, when the tow vehicle and/or the owner are not in residence, must be removed from the unit prior to June 1<sup>st</sup>, unless a hurricane plan is in place.

**11.C** - All RVs not tied down when the owner & tow vehicles are in residence must be removed from the unit within 24 hours of the issuance of a hurricane warning for the community area.

**11.D** - Owners must secure all boats and PWCs on lifts to ensure the craft will remain in place during a hurricane or other high velocity winds.

**11.E** - Within 24 hours of the issuance of a hurricane warning, boats and PWCs adjacent to the seawall must be removed from the water.

**11.F** - Owners must properly secure all personal property on the unit against the hazard of high velocity winds. If an owner has left personal property on the unit that might be a hazard during a high velocity wind storm or hurricane, VOSL or V3 personnel may remove that personal property.

**11.G** - Hurricane preparation rules will be strictly enforced. If an owner is advised by a member of the VOSL Board or V3 Management to make corrections, they must be made within 21 days of such notice. If an owner does not secure the property, V3 will take whatever action necessary at the owner's expense.

## **12. - Rentals**

- 12.A** - When a unit is leased, a tenant has all use rights in the association property and those common elements otherwise readily available for use generally by unit owners, and the unit owner will not have such use rights, unless such rights are waived in writing by the leasing tenant. Under no circumstances will there be dual use rights granted to an owner and tenant.
- 12.B** - It is the unit owner's responsibility to ensure submittal to the V3 Office a fully filled out rental information form not less than 7 days before commencement of a rental. The Rental information forms to be filled out prior to any rental may be obtained from the V3 office or from the V-3 Website.
- 12.C** - It is the responsibility of the unit owner, prior to the tenant's arrival, to advise the tenant that upon entering the community, they are required to check-in at the V3 Office.
- 12.D** - It is the responsibility of the owner to ensure that any tenant or guest is aware of all the Rules & By-Laws of V3 and VOSL, and provides the information to view, download, or print the current V3 and VOSL condominium documents from the V3 website at [www.venture3.org](http://www.venture3.org). The information is also available from the V3 office for a fee.

### **12.E - Tenant Rental Responsibilities**

- 12.E.1** - Upon entering VOSL, all tenants are required to check-in at the V3 office and to:
- 12.E.1.a** - Pay a non-refundable registration fee per the V3 Fee Schedule. This one-time 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.
  - 12.E.1.b** - Register pets that will be at the rental unit. The tenants at check-in must provide proof of vaccination if such proof has not been provided prior to the rental commencement. For dogs, the proof of current vaccination must include rabies, DHLPPC and kennel cough. For cats, the proof of current vaccination must include rabies. The tenant must pay a non-refundable pet registration fee, per the V3 Fee Schedule, for each pet being registered. Unregistered pets are not allowed in the community.
- 12.E.2** - When the tenant will be placing an RV on the unit, all applicable setback and siting rules must be observed. Any RV placed on a rented unit that does not meet the siting requirements, will be required to re-site the RV to bring its location on the unit into compliance with setbacks and siting rules of VOSL. If the RV siting cannot be in compliance, the RV must be removed from the unit.

**12.E.3** - All tenants and guests of tenants must observe and follow the parking rules as established in the current Rules & Regulations approved by VOSL.

**12.E.4** - Tenants who demonstrate a willful disregard for the requirements of the VOSL or V3 documents and/or the rules for the Common Elements of V3, or, whose behavior is in violation of the rules will be subject to the enforcement and fining process of V3 and VOSL. Further, behavior that is in violation of the laws of Florida and/or St. Lucie County, will result in an immediate call to the Sheriff's office.

**12.E.5** -If V3 or VOSL becomes aware of any tenant occupying any unit who has not registered, V3 will contact the tenant and request that the tenant comply with the registration requirements.

### **13. - Canal & River Waterway Use, General**

**13.A** - It is the owner's responsibility to know and comply with all Federal, State, and Local laws and ordinances when using the waterways.

### **14. - Use of Seawalls, Pilings, & Lifts**

**14.A** - The seawall, all pilings, and lifts of all types are privately owned and are appurtenant to the unit owner's property. As such, they all are limited to use by the owner(s) and their authorized guests or tenants.

**14.B** - All unapproved mooring, anchoring, or tying up in any of the canals in VOSL is prohibited at all times.

**14.C** - The prior paragraph is not meant to preclude or inhibit official watercraft and the vessels of commercial rescue/salvage operations such as Sea Tow and those used in the construction/repair/inspection of seawalls, pilings, and boatlifts.

**14.D** - Watercraft that are in the canals or the Indian River Lagoon, in slips, on lifts, or moored must not be used for any live-aboard purpose.

**14.E** - Discharge of a marine head or holding tank is forbidden.

**14.F** - Any dredging of the canal to accommodate a specific unit owner's boat will be the unit owner's sole responsibility and requires prior approval from the Florida Department of Environmental Protection, from the Army Corps of Engineers, from St. Lucie County, and from the VOSL Board of Directors. Prop dredging (Bahama dredging) is prohibited in all circumstances (including permitted dredging). It is the owner's responsibility to determine the necessity for and to obtain all approvals and permits that might be required from the Florida Department of Environmental Protection, from the Army Corps of Engineers, from St. Lucie County, and from the VOSL Board of Directors prior to commencing any dredging.

**14.G - For Indian River Lagoon Waterways only**, all mooring, anchoring, or tying up in the Indian River Lagoon Waterway within 10 feet of the original bulkhead line is prohibited at all times as the Line of Deed extends into the waterway the noted 10 feet. The only exception is in the extreme case when the safety of the watercraft and/or the personnel aboard is at risk or otherwise in danger. Should that occur, the owner of the watercraft is responsible for any and all damages to & all cleanup & restoration of the facilities & waterway, and must see that the watercraft is removed at the earliest possible, yet reasonable (as agreed to by the parties involved), time.

## **15. - Seawall Construction**

**15.A** - Canal and Indian River Lagoon Marine Construction. Construction on pilings, seawalls and over water structures are restricted within VOSL. See Appendix D for details.

## **16. Rule Violation**

**16.A** - It is the responsibility of the VOSL Board of Directors to enforce the Rules and Regulations. When a possible violation is found, any VOSL owner may complete the V3 complaint form found on the V3 website. Upon submission to the V3 office, the Property Manager will verify that the violation does in fact exist, add additional information and pictures of the violation, and enter the violation in the CMS (Community Management Software). If the V3 Manager independently finds a violation, they will directly enter it into the CMS.

### **16.B Violations Process**

**16.B.1 Non-Acknowledgement** - by Owner (and tenant, if applicable): The Property Manager or Association Representative will attempt to speak by phone or in person to the owner (and tenant, if applicable) regarding the violation. If unable to contact the owner (and tenant, if applicable), the Property Manager will send an email and letter to the owner (and tenant, if applicable). After 7 days, if no response or correction of violation, the fining

process is initiated. Whether acknowledged or not, the date of fining will begin on the day of the violation.

**16.B.2 Owner Acknowledgement** - If contact is made and the violation is resolved either during the visit or before the allotted time (as defined by the Property Manager), the Property Manager will close the violation indicating compliance. Behavior, health, emergency, safety violations, or parking issues, require immediate correction. If the violation is not resolved in the allotted time period, the fining process begins.

**16.C - Fining Process** The VOSL President will appoint an Enforcement Panel pool to include a minimum of 6 VOSL owners who are not board members, nor a spouse of a board member, nor reside with a board member. Three members from the pool will be selected by the VOSL President for each violation case.

**16.C.1** – Any violation of the Rules and Regulations of VOSL that has not been corrected within the allotted time limit is subject to a maximum fine of \$100.00 per day (starting the day of the initial violation) until the violation is remedied, but not to exceed \$1000.00 in the aggregate. Suspension of the rights to the use of the common elements may also be applied pending the results outlined in the following paragraphs.

**16.C.2** - The board meets at a duly-noticed meeting, reviews the matter, and votes whether to levy a fine and/or suspend common elements access. The fine will be levied effective the first day of the violation. Suspensions will be effective the day the fining committee approves it.

**16.C.3** – Once the board determines a fine or suspension is warranted, the matter will be referred to the Enforcement Panel. The owner (and tenant, if applicable) is entitled to attend the hearing before the Enforcement Panel. A registered letter will be sent to the owner (and tenant, if applicable) at least 14 days in advance of the hearing. The letter will explain the violation, the proposed fine and notify the owner (and tenant, if applicable) of their right to appear before the Enforcement Panel to state their case.

**16.C.4** – If the association does not hear from the owner (and tenant, if applicable) or the owner (and tenant, if applicable) does not actually appear at the hearing, the hearing will still be held.

**16.C.5** - At the hearing, the committee must use basic due process and allow the accused to be heard, state their case, and challenge evidence against them. A representative from the board and/or the Property Manager will be present to state the board's case. The committee must then either confirm or reject the fine by a majority vote.

**16.C.6** - If the committee confirms the fine or suspension, the association must provide written notice to the owner (and tenant, if applicable) of such fine or



suspension by mail or hand delivery. If a suspension is approved, it must state the time period.

**16.C.7** – If the owner (and tenant, if applicable) does not pay the fine within 90 days, they are subject to possible loss of common element use, voting rights, and board service. Additionally, further legal actions to collect payment may be pursued by the association. Legal actions brought under the statute entitle the prevailing party to attorneys' fees.

**16.D** - Any fine levied will be due and payable within 14 days of the date of the written notice to the owner. Any suspension of common element use or voting rights will be effective immediately upon adoption by the Enforcement Panel. Written notice will be submitted to the owner (and tenant, if applicable) advising of the Enforcement Panel's decision and all VOSL Board action(s).

**16.D.1** After the fine due date, any payments made, including the monthly Maintenance fee, will be applied as permitted by Florida law regardless of any restrictive endorsement or written notice of restriction received with the payment.

## **17. - Variances**

**17.A** - A variance authorizes a use normally not permitted by a regulation. A variance is justified only if special conditions exist that create an unnecessary hardship making it not possible to comply with the normal requirements of the Rules & Regulations. The special conditions or hardship must arise from some physical configuration of the location or its structures. Approval of the variance must not result in a public health or safety hazard.

**17.A.1** - A self-created hardship is not justification for obtaining a variance.

**17.B** - An owner may petition the VOSL Board of Directors for a variance.

**17.B.1** - A petition must state the rule against which the variance is being requested, and provide rationale for the variance based on hardship or a unique condition. The petition for the variance is to be submitted to the Secretary of VOSL.

**17.B.2** - The petition will be included on the agenda for the next or subsequent Regular meeting of the VOSL Board of Directors.

**17.B.3** - An approval requires a 2/3 majority of the total number of Directors, that number being 6. An approval is in effect immediately and the owner may proceed following all permitting and approval processes that would normally be required for a project.

**17.B.4** - A disapproved petition may not be submitted again for reconsideration, unless it is substantially modified from the original.

## **18. - Previous Rule Changes**

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

### **18.B - Recorded Copy and Posting**

A recorded copy of these Rules and Regulations is on file in the Venture Three Inc. office and attached to the Venture Out at St. Lucie, Inc. minutes of the meeting at which they were adopted.

Authorized and Approved by the Board of Directors of Venture Out at St. Lucie, Inc. on March 14, 2005, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on April 17, 2006, and,

Amendments to Construction Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on January 8, 2007, and,

Amendments to Construction Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on February 19, 2007, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on January 14, 2008 & January 22, 2008, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on March 16, 2009 & April 13, 2009, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on February 15, 2010, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on April 26, 2010, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on November 14, 2011, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on January 16, 2012, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on April 14, 2014, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on March 21, 2016, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on February 19, 2018 and April 16, 2018, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on January 13, 2020, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on February 17, 2020, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on November 16, 2020, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on December 15, 2020, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on January 18, 2021, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on February 15, 2021, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on February 14, 2022, and,

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on November 14, 2022.

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on July 11, 2023.

Amendments to the Rules were Authorized and Approved by the VOSL Board of Directors of Venture Out at St. Lucie, Inc. on November 18, 2024.

Venture Out at St. Lucie, Inc.,  
A Condominium  
**Setbacks and Easements**

**Appendix A**

to

**By-Laws, Article XVI, Section 3 (cont.)**

**Rules and Regulations,**

As Amended

November 14, 2022

**This amendment adds details for Setbacks and Easements, with drawings, and Illustrations 1 through 11. All prior Rules & Regulations relating to the Setback Templates remain in full force and effect and are binding upon all unit owners as adopted by the Venture Out at St. Lucie, Inc. Board of Directors.**

**Said Setback Requirements and Drawings and Illustrations 1 through 11 are as follows. Drawings are not to scale.**

## **1. - Building Setback Area**

- 1.A** - Setbacks require distances between dwellings for esthetics and livability.
- 1.B** - A minimum side setback of 4" is required on the right side of the unit (when facing unit from the street).
- 1.C** - A minimum side setback of 8' is required on the left side of the unit (when facing the unit from the street).
- 1.D** - The minimum setback at the rear unit line is 5'.
- 1.E** - The minimum setback at the front of a unit is 10'.

## **2. - Easements**

### **2.A - Utility Easements**

**2.A.1** - An easement 10' in width is reserved along the inside of and across each of the unit lines of each unit in VOSL for installation and maintenance of utility services by the condominium management or V3.

### **2.B – Adjoining owners Easement**

**2.B.1** - An easement is preserved for unit owners' access (under the conditions set out below) to adjoining unit's property in the 4" setback side:

**2.B.1.a** - When such access is necessary to reasonably accomplish needed maintenance or to gain access to utility panels.

**2.B.1.b** - Any owner that uses the easement for access is responsible for any damage to the adjoining property and is obligated to return said property to its prior condition.

**2.B.1.c** - Before entering the neighboring property, the unit owner will inform the owner of the property for which the easement is granted of any/all work prior to commencement.

## **3. - Templates**

**3.A** - Where adjacent units conform to one or more of the attached Site Plan Illustrations, the building area and setbacks depicted on those templates will apply to construction on the adjacent units. There are, however, some locations in VOSL where two adjacent units have a common utility side, causing issues, real or perceived, in following the building location and setback rules depicted on the attached Site Plan Illustrations, which govern and are consistent with the Building Code of St. Lucie County.

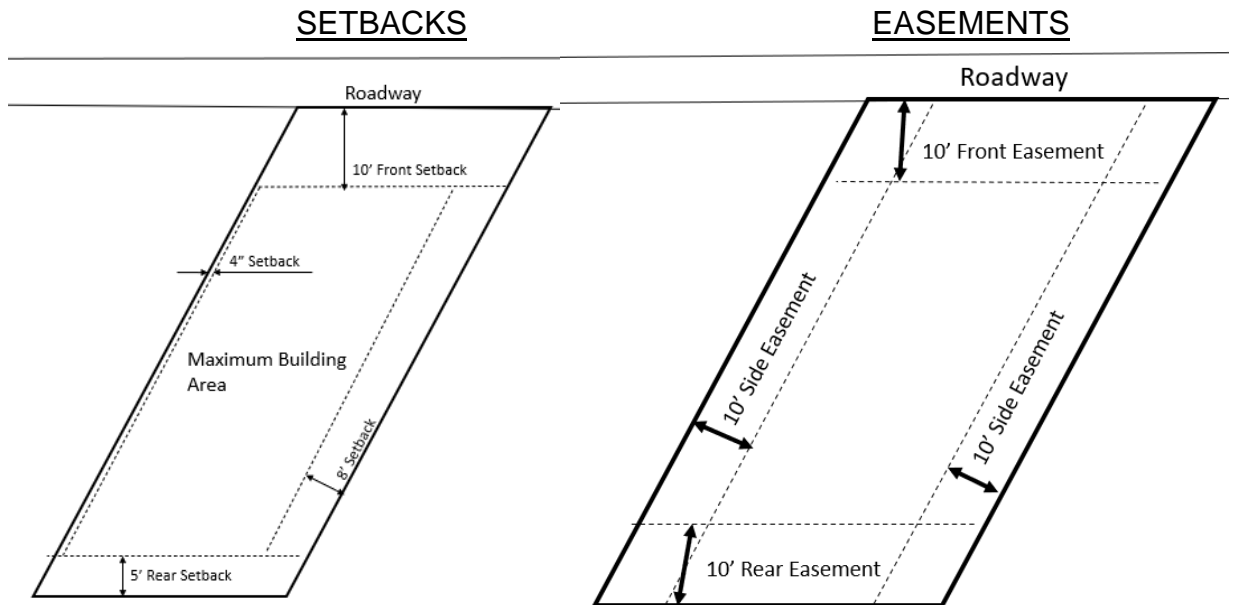
### 3.A.1 - Setback and Easements for Units fronting only one road:

The 8' setback side is on the left when facing the unit from the front. See Illustration A-1.

Applies to Unit Numbers:

600-656	658-661	662-684	686-689
690-712	714-717	718-728	757-764
767-774			

**Site Plan Illustration A-1**



**3.A.2 - Setback and Easements for Units with Road both front and back:**

The 8' setback side is on the left when facing the unit from the front. See Illustration A-2.

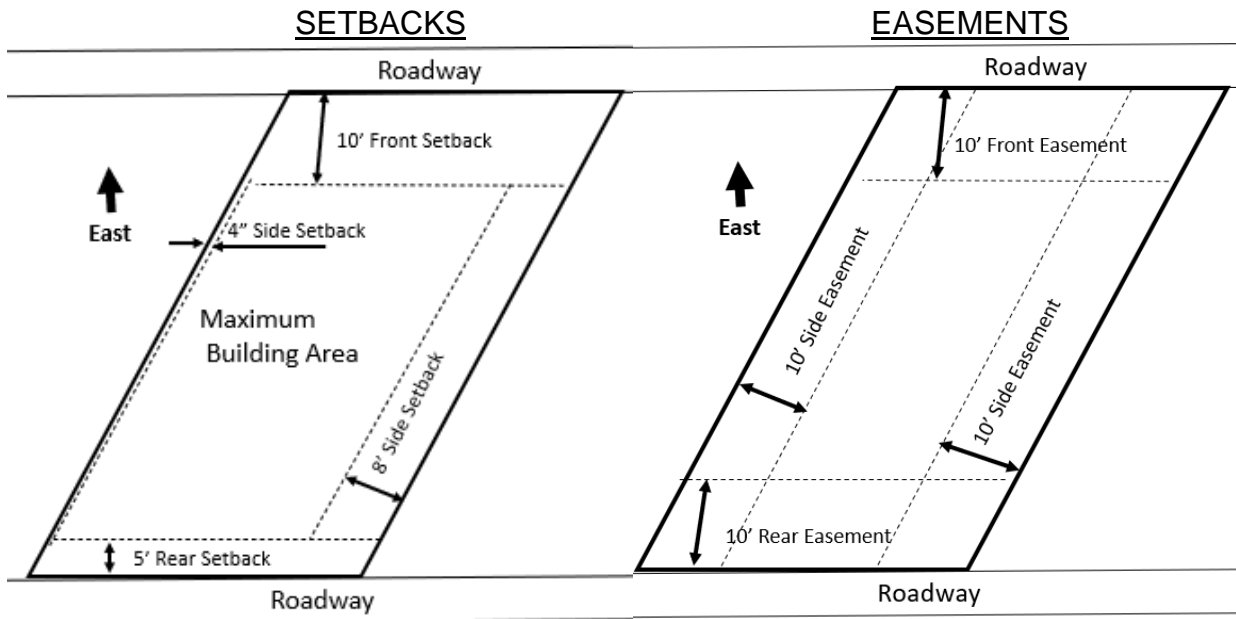
Applies to Unit Numbers:

730-736

739-745

748-754

**Site Plan Illustration A-2**



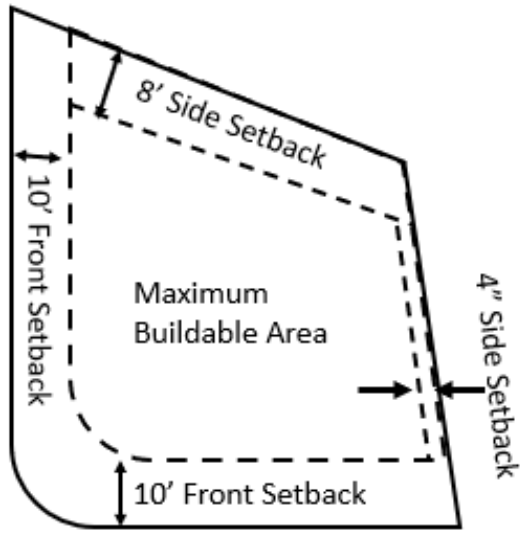
### 3.A.3 - Setback and Easements for Convex Corner units

The 8' setback side is on the left when facing the unit from the front. See Illustration A-3.

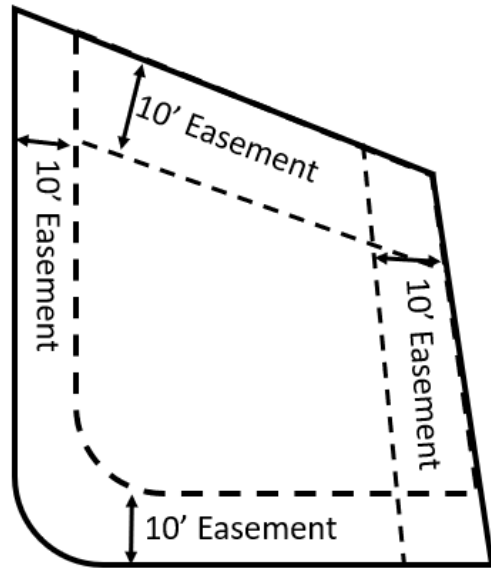
Applies to Unit Numbers: 657, 685, 713

**Site Plan Illustration A-3**

#### SETBACKS



#### EASEMENTS



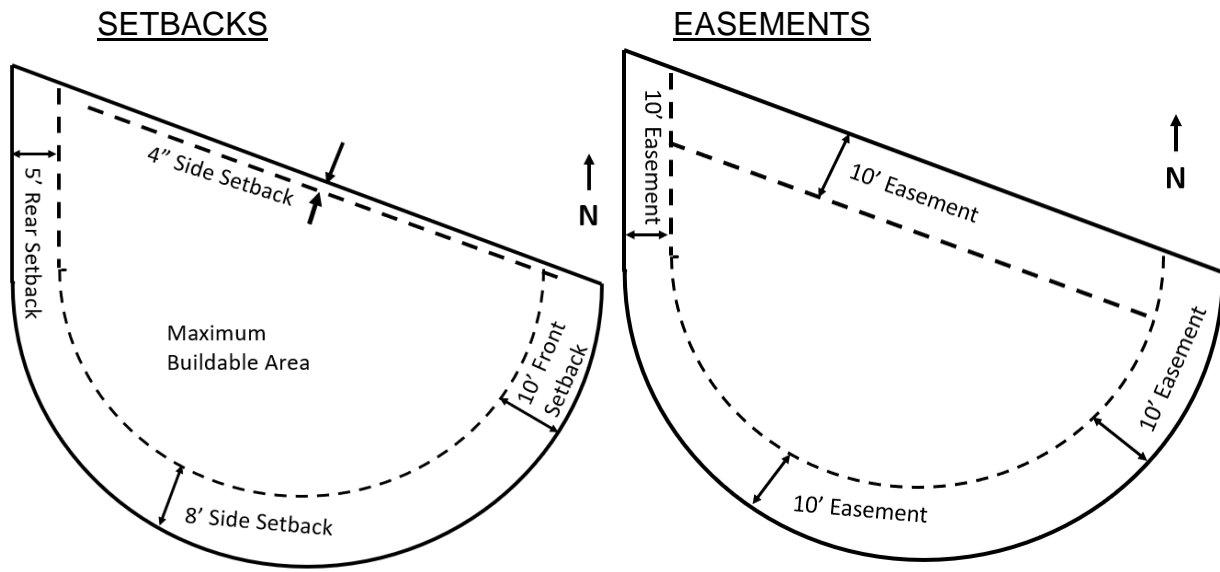


### 3.A.4 - End Cap Easements

The 8' setback side is on the left when facing the unit from the front. See Illustration A-4.

Applies to Unit Numbers  
737, 746, 755

**Site Plan Illustration A-4**

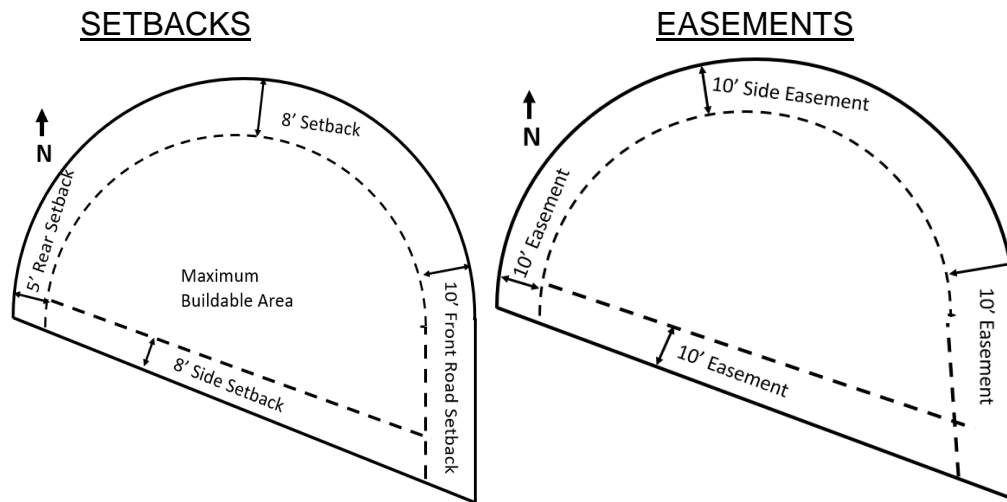


### 3.A.5 - Setback and Easements for Endcap Units

The 8' setback side is the one on the left when facing the unit from the front.  
See Illustration A-5.

Applies to Unit Numbers  
729, 738, 747

**Site Plan Illustration A-5**

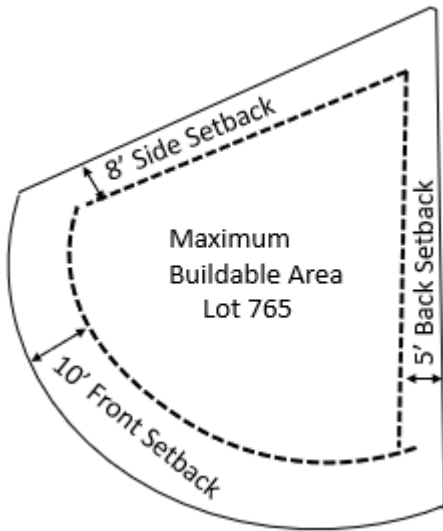


### 3.A.6 - Non-Standard Units Setback and Easements

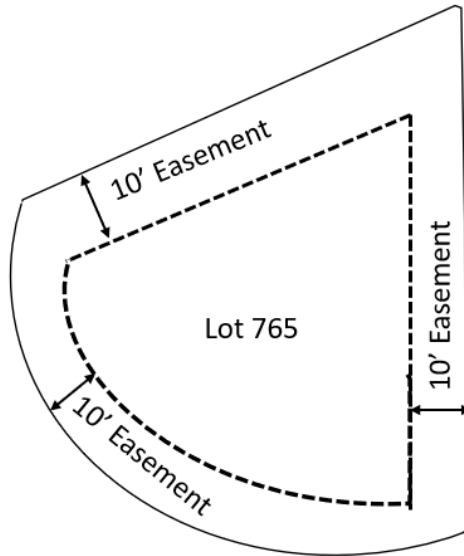
The 8' setback side is on the left when facing the unit from the front. See Illustration A-6, A-7, A-8, A-9, and A-10. Applicable unit numbers are listed on each drawing.

**Site Plan Illustration A-6**

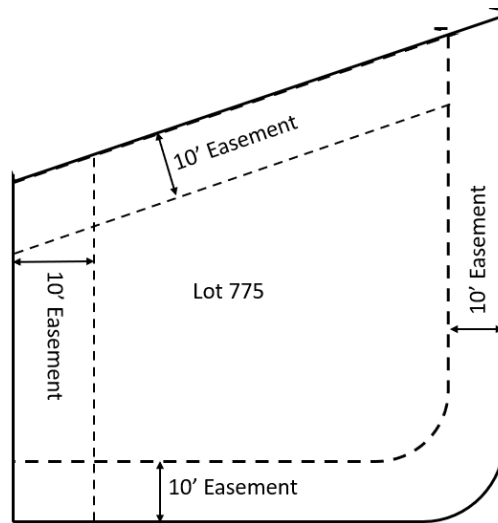
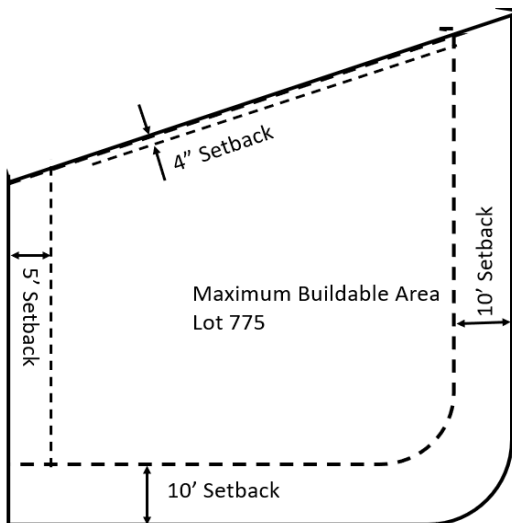
#### SETBACKS



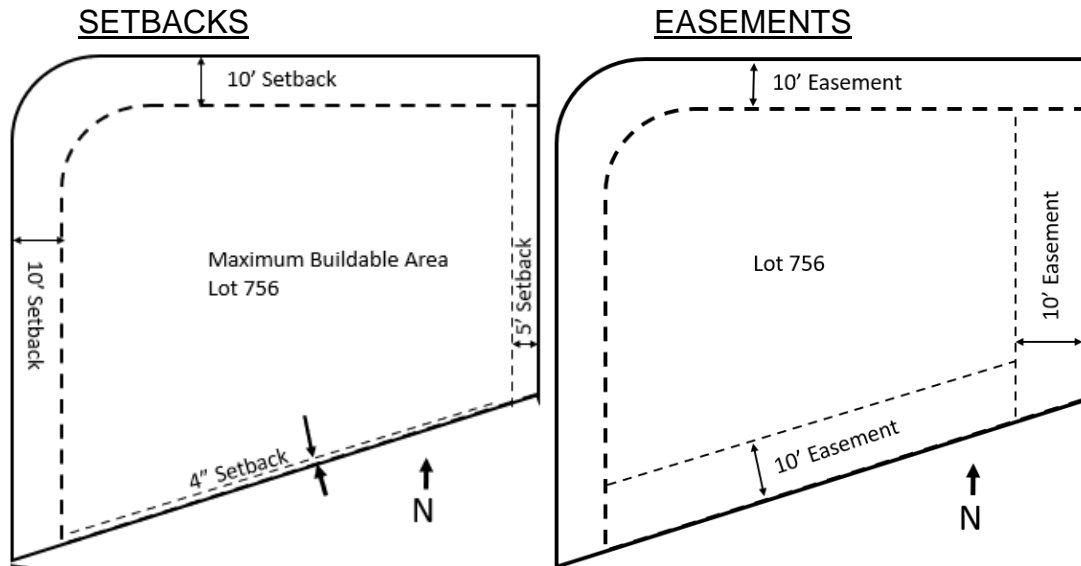
#### EASEMENTS



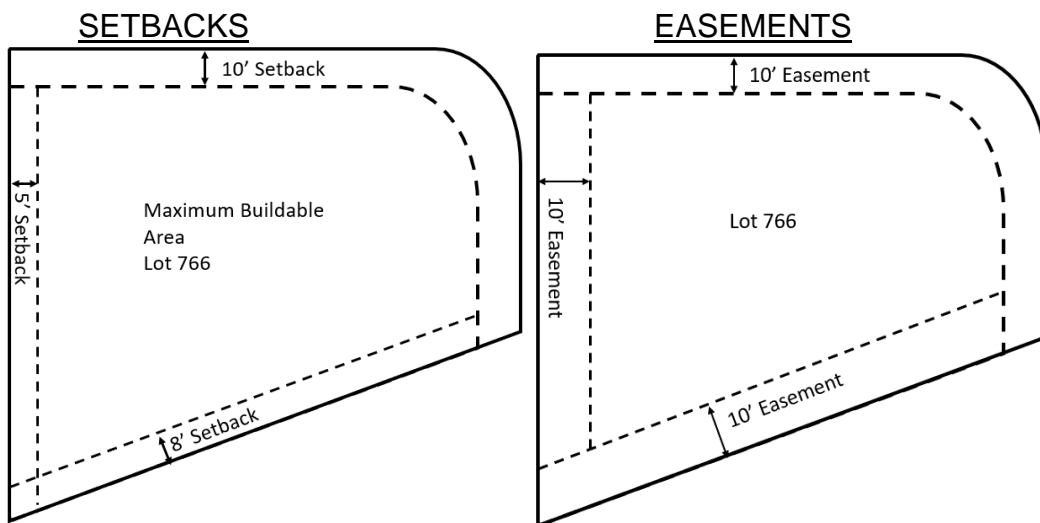
**Site Plan Illustration A-7**



**Site Plan Illustration A-8**

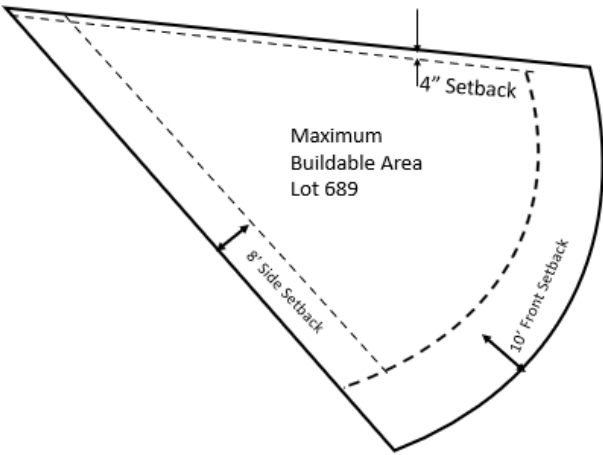


**Site Plan Illustration A-9**

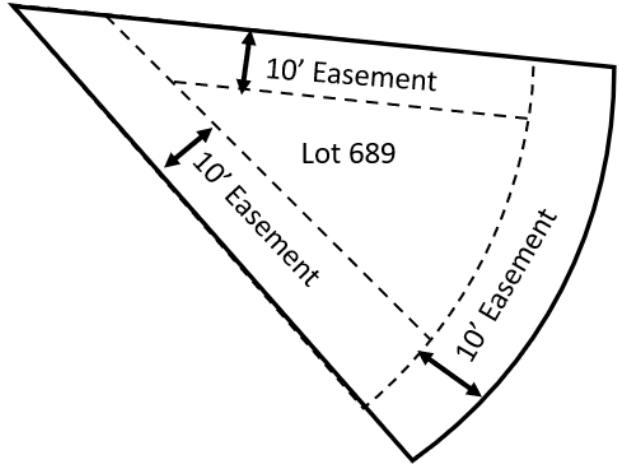


**Site Plan Illustration A-10**

SETBACKS



EASEMENTS



**Venture Out at St. Lucie, Inc.,  
A Condominium**

**Remediation Plan for the Buffer Zone**

**Appendix B**

**to**

**By-Laws, Article XVI, Section 3 (cont.)**

**Rules and Regulations**

**As Amended**

**February 15, 2010**

Affecting the Buffer Zone  
Located generally to the south side & adjacent to  
units #600-631 on S. Sailfish.

**Said remediation plan rules and regulations are as follows:**

# **1. - Buffer Zone Remediation Rules**

## **1.A - Statement of Purpose**

**1.A.1** - This amendment to the rules document addresses the issue of encroachments into, and non-conforming uses of, the Buffer Zone made known to the VOSL Board of Directors in March 2007 and provides a remediation plan for the following:

**1.A.1.a** - A phased elimination and remediation over indeterminate but defined time periods of all encroachments into the Buffer Zone including but not limited to patios, decks, landscaping features, A/C units, power pedestals, and housing structures.

**1.A.1.b** - There shall be no further encroachments of any type installed or built in the Buffer Zone after February 16, 2009 as established by the Statement of Association Policy adopted by the Venture Out at St. Lucie, Inc. Board of Directors on that same date.

**1.A.2** - The Buffer Zone is located along the South boundary of Venture Out at St. Lucie, Inc. adjacent to the rear unit lines of units #600-631 of S. Sailfish. It is 20 feet wide and it is the St. Lucie County Land Development Code (hereinafter LDC) mandatory buffer around the Venture Out at St. Lucie, Inc. park. (LDC Chapter 7, Section 7.10.16.L.)

**1.A.3** - The Buffer Zone is shown on the original Venture Out at St. Lucie, Inc. plat and is also designated thereon as common use. It is dedicated on the plat for the benefit and enjoyment of all owners of all of the condominium parcels. Under the Florida Condominium Act, 718.106(3), “[A] unit owner is entitled to the exclusive possession of his or her unit, subject to the provisions of F.S. 718.111(5). He or she is entitled to use the common elements in accordance with the purposes for which they are intended, but no use may hinder or encroach upon the lawful rights of other unit owners.”

**1.A.4** - Article IV of the Venture Out at St. Lucie, Inc. Declaration of Condominium provides that along with fee ownership interest in their individual unit, each owner has an undivided interest in the common elements which interest is passed to all new owners upon transfer of title to a unit and that the common element undivided interest may not be separated from ownership of a unit.

**1.A.5** - In the LDC, Chapter 2, a Buffer is defined as an area that is established in order to protect or insulate one land use from another use. The LDC also states in Chapter 7.10.16.L, there shall be a landscaped buffer around all recreation vehicle parks of at least 25 feet in width (in 1973, the width

requirement was 20 feet). Landscaping in this area shall conform to the requirements of Section 7.09.00. St. Lucie County does not allow any permanent or temporary structures in a Buffer.

**1.A.6** - The Buffer Zone has associated with it an easement for some primary utility service lines which are buried within the 20' width.

**1.A.7** - Some 600 block units have encroachments across the south unit line into the Buffer Zone with structures and/or uses such as, but not limited to, patios made of blocks, bricks, decks, gardens, fences, A/C units, power pedestals, underground sprinkler systems, and buried private power lines, and others. In some cases, the housing structure itself encroaches from the unit across the unit line and into the Buffer Zone. There are instances where non-conforming, non-native vegetation has been introduced without complying with the St. Lucie County LDC Section 7.09.00. By having encroaching patio areas in the Buffer Zone, use of the common area by other unit owners in Venture Out at St. Lucie, Inc. has been restricted, contrary to the provisions of the Condominium Act, 718.106(3).

**1.A.8** - There also exists an issue regarding Venture Out at St. Lucie's liability in the event an injury occurs within the limits of the Buffer Zone as a result of the various encroachments or usage by the 600 block unit owners.

**1.A.9** - It is the intent of this rules amendment to address the existence of, use of, and the remediation of, the present encroachments into the Buffer Zone, along with the liability issues.

## **1.B - Remediation Plan**

**1.B.1** - Insofar as the Buffer Zone is a common element owned equally as an undivided appurtenant interest by each of the 176 unit owners of Venture Out at St. Lucie, Inc., it is mandated by the provisions of the Condominium Act, the Association's Declaration of Condominium and By-Laws, as amended, along with the St. Lucie County LDC that a plan be developed for the remediation of the encroachments into, and non-conforming use of, the Buffer Zone, by some of the abutting unit owners of units 600 through 631 along S. Sailfish.

**1.B.2** - In order to reach agreement regarding the encroachments existing in the Buffer Zone, the VOSL Board of Directors with designated assistance from a sub-committee appointed by the President of the VOSL Board of Directors, will (and/or has) arrange for a professional land survey of the Buffer Zone to be conducted, place boundary markers along the north & south boundary lines of the Buffer Zone, conduct an inspection of each unit and adjacent Buffer Zone area, and document all encroaching structures, equipment, and uses for each parcel in an individual remediation plan document for each unit.



**1.B.2.a** - Members of the VOSL Board of Directors, or the designated sub-committee, will meet with each unit owner, in person or by telephone or correspondence to attempt to reach an agreement on a individual unit remediation plan (hereinafter abbreviated IU) which itemizes the list of encroachments, and specifies the requirements for their removal and restoration of the Buffer Zone to its natural state, i.e., natural vegetation (unless otherwise specified in the plan or permitted by St. Lucie County upon request of the unit owner pursuant LDC.

**1.B.2.b** - In the event an agreement is not reached with any of the affected unit owners, the VOSL Board of Directors shall pass a resolution which will be the individual unit remediation plan for such units thereby establishing specific actions required for the remediation of all encroachments into the Buffer Zone and unauthorized uses of the Buffer Zone by the individual unit owner.

**1.B.2.c** - The individual unit remediation plans will be in full force and effect upon execution of an agreed plan by the unit owners and by Venture Out at St. Lucie, Inc. or alternatively upon the date the VOSL Board of Directors passes a resolution establishing the plan for any unit where an agreed plan was not achieved.

**1.B.3** - The IU remediation plan will require encroachments that have been added to the Buffer Zone from a particular unit to be removed by the present owner of that unit, or any future owners, without regard to who may have originally created the encroachment or landscaping not in compliance with the St. Lucie County LDC Section 7.09.00 and as required by LDC Section 7.10.16.K.

**1.B.3.a** - Electrical power lines running from the units abutting the Buffer Zone to the north to the privately owned properties abutting the Buffer Zone to the south are permitted providing that:

**1.B.3.a.1** - All the requirements of the LDC and Building Ordinances of St. Lucie County have been met including building permits and inspections.

**1.B.3.b** - The IU remediation plan allows that all non-conforming encroachments, other than dwelling (housing) units themselves, installed prior to February 16, 2009 may remain in the non-conforming locations until such time as the item is voluntarily replaced or required to be replaced under the provisions of this remediation plan, an IU remediation plan, the Venture Out at St Lucie, Inc. Statement of Association Policy adopted February 16, 2009 and subsequently amended, or, by St. Lucie County. At that time, the new replacement structures, including, but not limited to, patios, decks, gardens, fences, A/C units, power pedestals, or underground sprinkler systems shall be relocated to be within the

owner's unit boundaries and observing setback requirements & Venture Out at St. Lucie, Inc. building rules (unless a variance(s) is(are) obtained by the unit owner.

**1.B.3.c** - For all encroachments by the housing structure (meaning the unit's primary dwelling, trailer, manufactured home, and the like), and, in the event of a substantial repairs, restorations, upgrades, or remodelings (interior and/or exterior) to the housing structure(s) (when the cumulative cost will be greater than 50% of the fair market value of the housing structure), the voluntary removal & replacement of the non-conforming housing unit, or substantial damage (greater than 50% of the fair market value of the housing structure) by disaster, natural or otherwise, during (re)construction all setbacks as required by the building rules of Venture Out at St. Lucie, Inc. & St. Lucie County must be observed. In such cases, when the housing unit is removed or replaced, for any reason, all other encroachments, identified in the IU remediation plan or not, shall be remediated at that time. For all encroachments by the housing structure (meaning the unit's primary dwelling, trailer, manufactured home, and the like), and, in the event the total cumulative cost of all repairs, restorations, upgrades, or remodelings (interior and/or exterior) to the housing structure(s) is less than 50 percent of the fair market value of the housing structure, said repairs, restorations, upgrades, or remodelings (interior and/or exterior) to the housing structure(s) shall be permitted providing that no work shall commence until a Form #101 has been filed with and approved by the Association's Building Committee and until St. Lucie County has issued any applicable building permits, and, In order to determine the actual costs of repairs, restorations, upgrades, and/or remodelings (interior and/or exterior) to the housing structure(s), a minimum of one (1) set of bona fide, detailed bids or estimates from licensed contractors or repairpersons which includes a fair market estimate for all uncompensated labor hours (including self-provided labor) shall be submitted by the owner concurrent with the Form #101. This in no way shall be construed to impede or inhibit those repairs that are normal maintenance which are required to correct for normal wear & aging and the costs for such repairs are not applicable to the cumulative total cost noted above.

**1.B.3.d** - For all encroachments other than the housing structure(s), any repairs, restorations, or upgrades, (excluding normal maintenance) to an encroachment require that each encroachment so affected shall be removed and replaced in a location compliant with all setbacks as required by the building rules of Venture Out at St. Lucie, Inc. & St. Lucie County.

**1.B.3.e** - In no cases shall any encroaching landscaping feature be

upgraded or replaced regardless of the amount of damage or degradation and such features shall be removed by the owner identified in the IU or any subsequent owner at that time

**1.B.4 - Requirements for Units Offered for Sale & Prior to Conveyance.**

**1.B.4.a** - At any time a unit is offered for sale or transfer, the present owner shall be required to disclose the nature of the Buffer Zone and the remediation plan to any prospective buyer or potential new owner as a condition of offering the property for sale/transfer. Venture Three, Inc. will include notice of the IU remediation plan along with a response to any potential buyer request for an estoppel letter regarding special assessments and monthly maintenance fees for one of the affected units.

**1.B.4.b - Requirements**

**1.B.4.b.1** - During the period between the effective date of this amendment and any of the events as specified in 8.U.2.d.2.b, normal maintenance & repairs are permitted to maintain the dwelling and all other encroaching structures and uses in a safe, healthy, and habitable manner, but any substantial repairs, restorations, upgrades, or remodelings (interior and/or exterior) to the housing structure(s) are not permitted except as may be allowed by the provisions of the Statement of Association Policy adopted by the Venture Out at St. Lucie, Inc. Board of Directors on February 16, 2009.

**1.B.4.b.2** - In the event that any encroaching housing structure sustains damage of any origin whereby the cost of restoring the housing structure to its before damaged condition would equal or exceed 50% of the fair market value, or the housing structure is removed voluntarily, the entire housing structure shall be removed. Any replacement housing structure must be within the property's boundaries and also comply with the all setback requirements as established by the building rules of Venture Out at St. Lucie, Inc. & St. Lucie County in effect at the time of the reconstruction. In the event the housing unit is removed or replaced, for any reason, all other encroachments, identified in the IU remediation plan or not, shall be remediated at that time. For all encroachments by the housing structure (meaning the unit's primary dwelling, trailer, manufactured home, and the like), and, in the event the total cumulative cost of all repairs, restorations, upgrades, or remodelings (interior and/or exterior) to the housing structure(s) is less than 50 percent of the fair market value of the housing structure, said repairs, restorations, upgrades, or remodelings (interior and/or exterior) to the housing structure(s) shall be permitted providing

that no work shall commence until a Form #101 has been filed with and approved by the Association's Building Committee and until St. Lucie County has issued any applicable building permits, and, In order to determine the actual costs of repairs, restorations, upgrades, and/or remodelings (interior and/or exterior) to the housing structure(s), a minimum of one (1) set of bona fide, detailed bids or estimates from licensed contractors or repairpersons which includes a fair market estimate for all uncompensated labor hours (including self-provided labor) shall be submitted by the owner concurrent with the Form #101. This in no way shall be construed to impede or inhibit those repairs that are normal maintenance which are required to correct for normal wear & aging and the costs for such repairs are not applicable to the cumulative total cost noted above.

**1.B.4.b.3** - In no cases shall any encroaching landscaping feature be upgraded or replaced regardless of the amount of damage or degradation and such features shall be removed by the owner identified in the IU or any subsequent owner at that time.

**1.B.4.b.4** - In all cases where housing structure encroaches into either the setbacks or the Buffer Zone, it must be made clear to the prospective new owner that such condition(s) exist and at any time the removal of the present structure puts into effect the setback requirements at the time the new housing structure is erected and/or placed on the unit and that substantial repairs, restorations, upgrades, or remodelings (interior and/or exterior) to the housing structure(s) repair or renovation (when the cumulative cost being greater than 50% of the fair market value of the housing structure) will require removal of the housing structure and that all other encroachments, identified in the IU remediation plan or not, shall be remediated at that time.

## **1.C - Buried Utilities**

**1.C.1** - Insofar as there exist buried utilities in the Buffer Zone, the unit owner or anyone under the owner's cognizance shall not dig anywhere in the Buffer Zone without first obtaining the permission of the Building Committee and then such digging must be supervised by Venture Three, Inc. Operations and/or the Venture Three, Inc. Maintenance Department personnel.

## **1.D - Buffer Zone Rules**

**1.D.1** - Rules & Regulations, Resolutions, and Statements of Association Policy governing the usage of the Buffer Zone, whether defined by this document or not, may need to be clarified, further defined, or have additions made to

cover elements affecting the Buffer Zone and/or usage of same as they may arise. The Board of Directors of Venture Out at St. Lucie, Inc. retains the right to adopt reasonable Rules & Regulations, Resolutions, and Statements of Association Policy regarding the use of this Buffer Zone common area.

## **1.E - Liability & Insurance**

**1.E.1** - If at any time anyone is injured by use of, or being present at, any encroachment in the Buffer Zone area prior to its being removed, the owner of the unit causing the encroachment shall indemnify and hold harmless Venture Out at St. Lucie, Inc.

**1.E.2** - In the event of injury or death occurring in the buffer zone where any encroachment exists, which injury or death requires a report to the liability insurance carrier for Venture Out at St. Lucie, Inc. and which injury or death or the mere existence of the encroachment(s) results in an increase in premium, or cancellation or non-renewal of the liability insurance any and all increased premium or additional cost and/or additional premium to obtain replacement insurance coverage will be assessed against the individual unit owner or collective 600 block unit owners with encroachments as shall be determined by the VOSL Board of Directors on a case by case basis.

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**Venture Out at St. Lucie, Inc.,  
A Condominium**

**Seawalls**

**Appendix C to**

**By-Laws, Article XVI, Section 3 (cont.)**

**Rules and Regulations**

**As Amended**

**January 13, 2020**

**All other Rules & Regulations as adopted by the Venture Out at St. Lucie, Inc. Board of Directors remain in full force and effect and those Rules and Regulations and the content of this Appendix are binding upon all unit owners, tenants, & guests.**

**Said Seawall Rules are as follows:**

## 1. - **INSPECTION OF SEAWALLS**

{N.B. - All of this section is Informational Content Only and does not represent requirements in any way. It is included here pursuant to the Amended Statement of Association Policy as information and recommendations so that owners may have a ready reference to seawall inspection information.}

**1.A** - Owing primarily to the grade of the materials of then present day, seawalls installed when Venture Three, Inc. was originally being constructed, circa the early 1970's, would be expected to have a life of 40 years. New walls installed after 1995 have an expected life of 50 years owing to improvements in the concrete mixes being used. This concrete resists salt intrusion better than the concrete in older walls. The primary causes of seawall aging are salt & ionic penetration. Salt permeates small, hairline cracks and attacks the rebar and the concrete. Corrosion of the rebar causes an increase in volume of the by-product and exerts pressure on the concrete-rebar interface. Enough pressure builds up to cause spalling, a process that ultimately ends in pieces, small & large, breaking away from the wall and ultimately reducing the overall structural integrity of the wall itself. Ionic penetration is a slow process that penetrates and weakens the concrete itself. All parts of the wall, piles, panels, & caps are affected.

**1.B** - All owners have an obligation to properly maintain all of their property. For waterfront unit owners that obligation includes the maintenance of their seawall. To satisfy this obligation, it is essential that each owner knows the condition of their seawall. That condition can be determined only by physical inspection. It is recommended that inspections be performed by a company which has a qualified, licensed coastal engineer on staff. As seawalls age, they should be inspected with increasing frequency. The interval between inspections is dependent on two factors, age and the period when they were originally installed. It is recommended that owners of waterfront units should have their seawalls inspected in accordance with the requirements of the Inspection Frequency Table below. Inspections shall be contracted by the unit owners and conducted at the owner's expense.

**Seawall Inspection Frequency**

<b>Seawalls installed in 1995 &amp; prior</b>		<b>Seawalls installed in 1996 &amp; after</b>	
<b>Age (years)</b>	<b>Inspection Freq</b>	<b>Age (years)</b>	<b>Inspection Freq</b>
20	1 @ 20 yrs	25	1 @ 25 yrs
25	1 @ 25 yrs	30	1 @ 30 yrs
30	1 @ 30 yrs	35	1 @ 35 yrs
35	1 every 2 yrs	40	1 every 3 yrs
40	Annually	45	1 every 2 yrs
		50	Annually

- 1.C** - An inspection to determine a seawall's condition, to be effective, should be both visual (from the land or a boat) and in/under-the-water.
- 1.D** - Contents of a Comprehensive Seawall Inspection & Report To adequately perform a seawall inspection and document the results, the inspection/report should contain minimally the following:
- Unit number, Owner's Name, Date of Inspection
  - Seawall length
  - Cap elevation (related to grade elevation for that unit)
  - Configuration of seawall (materials & main features)
  - Pile count by type (king & batter piles), pile size(s)
  - Exposure (height, in feet, from waterway bottom to the top of the cap).
  - Statement of condition of all king & batter piles, of the sheet piles, and of the cap.
  - Note any obvious loss of upland soil that could be indicative of leaking.
  - Penetration depth of the sheet piles into bottom.
  - Note any obvious loss of the waterway bottom material that could be indicative of toe scour conditions.
  - Inspect for and document all defects found (separating major from minor). Photographs of major defects are recommended.
  - A statement of the general condition of the seawall indicating if a seawall has reached the end of its life that mandates replacement and in what time frame the replacement is recommended.
  - A recommendation as to when the wall should next be inspected. A grading system on wall condition may be defined and employed.
  - If applicable, an estimate of remaining effective life, in years.
  - Licensed engineer's signature and/or stamp, or, the signature of the qualified representative of the inspection company.
- 1.E** - If the report of a prior inspection indicates that the subject seawall has deficiencies that compromise the structural integrity and/or expected life and effectiveness of the seawall, and, that report indicates that subsequent inspections should be conducted sooner than specified in the Inspection Frequency Table above, then the unit owner should follow the recommendation for the next inspection as specified in the report over that of the Inspection Frequency Table.
- 1.F** - If in the report of an inspection deficiencies are noted and repair work is done to correct those deficiencies, or, if any improvements are made to the seawall structure, a post-repair report should recommend when the next inspection should take place. In the event the report fails to specify a next inspection date, the original frequency schedule should be used as a guide.



**1.G** - In the event an inspection at any point determines that a seawall has reached end-of-life and/or has effectively lost its structural integrity, no further inspection is recommended as no useful information regarding the condition of the seawall can be added unless some remedial action is taken by the unit owner to repair or replace the seawall which would include a post-repair inspection report. It is important that the owner of a seawall in such end-of-life condition understand the limited options available at that point are:

**1.G.1** - Replacement of the existing seawall, or,

**1.G.2** - Repairs made in accordance with all recommendations as determined & defined by a qualified, licensed coastal engineer, or, alternatively a qualified seawall construction company whose services should be contracted for by the seawall owner. In all cases, it is recommended that any firm so contracted have a qualified, licensed coastal engineer on staff.

**1.H** - All of the provisions contained in this section (8.R) are informational only, relate generally and collectively to the seawalls in Venture Out at St. Lucie, Inc., and are believed to be true and accurate. However, in the case of any individual seawall issue, this information should not be used solely as the definitive source and it is incumbent upon every seawall owner to seek the advice and recommendations of a qualified, licensed coastal engineer.

## **2. - Requirements for Seawall and Cap Replacement and Repair**

**2.A** - The term replacement shall be understood to mean a new seawall is to be constructed in the water in front of the existing wall. The existing wall should not be removed so that the retained soil is not disturbed and thereby risk to the unit's structure and to the adjacent properties is minimized. The only time an existing wall shall be considered for removal is when it has suffered catastrophic damage akin to collapse. Even then the amount of seawall that is to be removed shall be limited to those portions of the seawall that preclude the proper construction of the new seawall to meet the placement requirements. As a matter of practicality, any seawall that has catastrophically failed shall be replaced by a new seawall in accordance with the requirements herein.

**2.B** - Repairs to a seawall that add to the encroachment of the seawall into the waterway shall require a Site Plan Submission which shall be submitted to and approved by the Building Committee prior to the delivery of any construction materials or equipment to the site and/or the commencement of any work.

**2.C** - A replacement seawall is permitted to encroach into the waterway insofar as the extension into the waterway is minimized by paying strict attention to the placement of the king & sheet piles for the replacement seawall. The design goal shall nominally be 30 inches, & not exceed 36 inches, wet face of the original to wet face of the replacement, the reference being to the water facing surfaces of the sheet piles. This translates to a requirement that the cap of a replacement seawall will be 36 inches maximum from the outer edge of the cap of the original seawall. A Site Plan Submission shall include a design plan for the replacement seawall with all design details & features clearly shown and dimensioned. The Building Committee, where circumstances regarding the position of the property line are in question or otherwise not clear, may require a survey as part of the submittal and prior to approval.

**2.C.1** - A proposed seawall project, repair or replacement, including such projects for any unit that fronts on the Indian River Lagoon Aquatic Preserve, requires that the unit owner obtain approval or exemption from the Florida Department of Environmental Protection and the Army Corps of Engineers, as well as a building permit(s) from St. Lucie County. All approvals, exemptions, permits shall be attached to the Site Plan Submission, and the approval of the Building Committee shall be obtained prior to the delivery of any construction materials or equipment and/or the commencement of any work.

**2.D** - All maintenance of the seawall is and shall be the unit owner's responsibility.

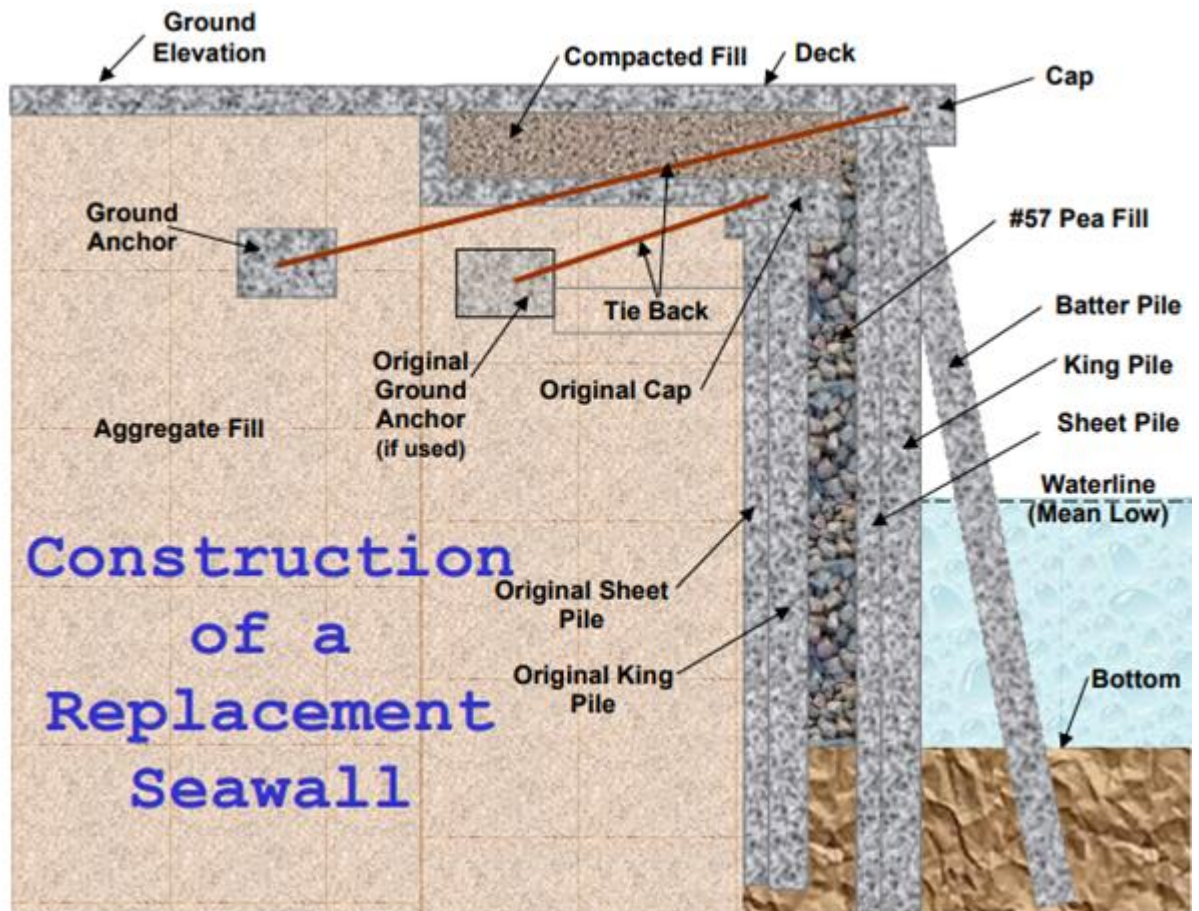
**2.E** - To provide for increased structural integrity and strength, as well as continuity in appearance, all new/replacement seawalls (king piles, batter piles, sheet panels, caps, & decks in the rear setback extending upland from the cap) shall be constructed of steel-reinforced concrete. Additionally, the following standards are established to provide a seawall system which is uniform in appearance, uses proven construction techniques and materials, and maximizes the integrity of the seawall system. These material and dimensional requirements are not a replacement for and do not in themselves establish the design of a seawall. Each seawall shall be engineered by the construction contractor or by a qualified marine design engineering contractor using these guideline requirements to meet the needs of the application and sound industry practices.

**2.E.1** - A unit owner may petition the Venture Out at St. Lucie, Inc. Board of Directors for a variance from one or more mandatory standards for replacement seawall construction. The petition must be based upon unnecessary hardship, unit configuration issues, and/or accepted changes in the standards for the construction for new seawalls in St. Lucie County, Florida. A unit owner's self-created hardship is not grounds for a petition. A petition shall be supported by an engineering analysis completed by a qualified, licensed coastal engineer and that analysis shall not compromise the intent of the construction standards

herein. The engineering analysis shall state that the requested variance shall not result in a seawall that would have lesser longevity and/or safety than a seawall constructed strictly in accordance with the standards herein. If the VOSL Board of Directors believes a variance is warranted, it shall grant the least variance from the mandatory standards necessary to provide viable relief to the unit owner. All variances granted are solely at the discretion of the VOSL Board of Directors based upon the factors contained in Appendix C, Rule 2., et. seq.

2.E.2 - The elements of original & replacement seawalls are identified in Figure 1 below.

**Figure 1 – Construction of a Replacement Seawall**



2.E.3 - A seawall shall extend entirely across the water frontage from riparian line to riparian line (see definition herein).

2.E.4 - Sheet piles (or panels) shall be a minimum of 8 inches thick to provide proper concrete coverage, a minimum of 3 inches, over all rebar. The sheet pile shall extend a minimum of 4 feet below the canal/river bottom

unless hard coral/bedrock is encountered at less than 4 feet below the line of the bottom.

- 2.E.5** - King piles shall be pre-stressed and shall be 12 inches by 12 inches minimum. King piles shall be installed at every joint between sheet piles along the length of the seawall. The king piles shall extend into the bottom at least as deep as the bottom of the sheet piles they support.
- 2.E.6** - Batter piles shall be pre-stressed and shall be 12 inches by 12 inches minimum. Batter piles at the ends of a seawall shall be no further than 30 inches from the end of the seawall. Batter pile spacing shall be determined by the site's parameters and at angle no less than 20 degrees nor greater than 30 degrees as measured from vertical. Batter piles shall be spaced as equally as practical between the king piles.
- 2.E.7** - The cap, or tie beam, shall be of sufficient size to encapsulate the upper ends of the sheet piles, king piles, and batter piles and shall integrate the rebar/tensioning cables of the three pile types with the rebar of the cap. There shall be a minimum of 3 inches of concrete cover over all rebar.
- 2.E.8** - Cap elevation shall be determined by the average grade elevation of the unit and the roadway immediately in front of the unit. The top surface of the cap shall be at 3-6 inches below the established high (ground) level to provide for proper drainage of storm water runoff and adjoining decks shall be pitched to meet the cap surface. Every effort shall be made to match the cap elevation of an adjacent seawall that has had its cap installed at high (ground) level. Units that slope down toward the waterfront line shall not use the existing level of the upland material immediately behind (upland) the seawall as the grade level.
- 2.E.9** - Sheet piles, king piles, batter piles, and caps shall use 5000psi rated concrete at the minimum. Rebar shall minimally be epoxy coated #5, 60 grade, steel except that horizontal rebar in a sheet pile may be #3. A preferential recommendation for rebar is MMFX 2 steel for its superior corrosion resistance, increased strength over 60 grade or A615 steel, increased projected life of the seawall, and overall lower cost of construction.
- 2.E.10** - The ends of the replacement (new) seawall shall have concrete returns to the existing wall at the property side lines designed to fill all spaces between the existing and replacement seawalls. All joints between sheet piles shall be protected by the installation, on the upland side and in direct contact with the sheet pile, of a woven filtration fabric with a minimum coverage span of 12 inches on either side of the joint horizontally, and, the fabric shall extend the full height of the sheet pile vertically. The fabric shall be put in place prior to the introduction of any fill,

and installed in a manner that ensures the fabric will remain in place during the installation of the fill. The fabric shall be one intended for filtration and have the characteristics of being resistant to biological & chemical environments normally found in soils and permitting a water flow rate of  $18.0 \pm 4.0$  gal/min/ft<sup>2</sup> as established by test method ASTM D-4491. (A recommended fabric that meets the requirements is Propex's Geotex 104F.) The spaces between the two seawalls shall be filled with #57 pea gravel from the canal/river bottom to the underside of the cap which provides required drainage and which shall uniformly transfer the hydraulic upland load from the existing wall to the replacement wall thereby preventing a future internal (buried) failure of the existing seawall which could under adverse conditions apply significant point loads to the replacement seawall, ultimately causing its premature failure. In cases where replacement seawalls are being constructed on adjacent units concurrently, the requirement for returns between such adjacent units may be waived upon request and proof that the design of the seawall will not be compromised.

**2.E.11** - The use of a tie-back (also called land anchor)/rod system is highly recommended for all installations where it is practical to install them (usually meaning that there is no structure on the ground where the anchors would be installed). The rods from the anchors shall be integrated with and connected to the rebar of the cap.

**2.F** - Waste concrete pieces from the installation may be used on canal fronting units as rip rap between the batter piles and the king piles/sheet piles on the canal bottom to increase the stability of the foot of the seawall. If there is evidence upon inspection of submerged resources (e.g., seagrass), the use of any rip rap on river & canal fronting units is subject to approval by the Florida Department of Environmental Protection.

- 2.G** - Regarding original (circa 1970) seawalls, the installation of riser walls and/or concrete decks or pad extensions, or the addition of any deck structures, or any other permanent structures, or boat lifts which bear on or attach to the seawall, or permanent facilities of any type in excess of 500 pounds (in the aggregate) on top of original seawalls, or in the waterfront setback, at any elevation, are not permitted after 1 May 2010. An existing riser installation is considered to be a legal, nonconforming use. However, if at any time a riser or any other structure, feature, or device is removed voluntarily or otherwise damaged by any action, natural or otherwise, to the extent that the damage is to more than 50% of the structure, feature, or device, or, its repair would be more than 50% of its original cost (as established by the unit owner), then the structure, feature, or device may not be repaired and its complete removal is mandated. In the event the original cost cannot be established by the unit owner, then the structure, feature, or device shall be removed. Removal shall be completed within six months of the date the damage is incurred or within 6 months of notification by Venture Out at St. Lucie, Inc. (or its management agent) that corrective action on the part of the owner is required.
- 2.H** - Regarding original (circa 1970) seawalls, any installation in the waterway of any type of structure or device for which the proposed placement is to be within 6.0 feet of an original (circa 1970) seawall will only be permitted by the Building Committee if an evaluation by a licensed marine or coastal engineer certifies that such an installation does not represent increased risk of failure of the seawall.
- 3.** - When a new, permanent residence of any type is being planned for any unit where the original seawall has not been replaced, or, is not otherwise planned to be replaced as part of the construction process, the Site Plan Submission to the Building Committee shall have attached a copy of a seawall inspection report meeting all the criteria.
- 3.A** - The inspection shall have been performed within the six (6) months preceding the submittal.
- 3.B** - The inspection shall have been conducted and the report prepared in accordance with the guidelines established in par. 1.D, Contents of a Comprehensive Seawall Inspection & Report and which, for this purpose, become the requirements.
- 3.C** - In the event a replacement seawall is not included in the submitted plan, the submittal shall also have attached a copy of a statement or evaluation by a qualified, licensed coastal engineer certifying that the original seawall is in a condition that it is capable of safely supporting the total load of the proposed residence along with all appurtenant decking, concrete pads, or any/all other structures & features as planned for a minimum of 5 years forward. In the event such a statement cannot be obtained because of the degraded condition of the original seawall (and no replacement seawall is planned), then approval the Site Plan Submission shall be denied.

Venture Out at St. Lucie, Inc  
A Condominium  
**Canal and Indian River Lagoon**  
**Marine Restrictions**  
**Appendix D**  
to  
**By-Laws, Article XVI, Section 3 (cont.)**  
**Rules and Regulations,**  
**As Amended**  
**November 14, 2022**

All other Rules & Regulations as adopted by the Venture Out at St. Lucie, Inc. Board of Directors remain in full force and effect and those Rules and Regulations and the content of this Appendix are binding upon all unit owners, tenants, & guests.

Said Canal and Indian River Lagoon Marine Construction are as follows:

## **1. - Boat Length Restrictions (VOSL Canals)**

**1.A** - For purposes of this document, boat length is determined by the distance from tip of the bow to the stern including any protruding parts or accessories such as the anchor, outboard motor, motor mounts and swim ladders.

**1.B** - The boat length for any vessel moored parallel to a unit must be a minimum of 6 feet less than the perimeter length of the seawall.

**1.C** - The boat length for any vessel moored with an approved angled boarding platform must be a minimum of 5 feet less than the perimeter length of the seawall.

## **2. - General Canal and Indian River Lagoon Building Requirements (101 required)**

**2.A** - A professionally engineered drawing by a marine architect must be submitted for all proposed lift installations or re-installations showing the details and dimensions of all lift components & placement.

**2.B** - Except for the structures as defined in the VOSL rules, no other pilings, structures, or mooring devices may be installed or constructed in, on, or above the canals and Indian River, except for replacement seawalls

**2.C** - Only materials suitable for marine use may be used for building any structures over the water or seawall.

**2.D** - Any electrical service must be installed by a certified electrician.

**2.E** - Pilings must not be installed or replaced in the canals or the Indian River Lagoon except as permitted when part of an approved boat lift or parallel boat tie-up.

**2.F** - Structures, or any part or portion, must not be attached to the seawall or cap, unless allowed by VOSL rules.

**2.G** - All structures and equipment must be maintained in good & working condition. Any derelict device, as determined by the VOSL Board of Directors, must be voluntarily removed by the owner within 60 calendar days from the date of notice requiring removal. If not voluntarily removed, it will be removed by VOSL or its agent at the owner's expense.

## **3. - Mooring of Boats: 4-Post Boat Lifts, Tie-up Pilings, and Davits**

### **3.A - Canal Four-Post Boat Lifts**



**3.A.1** - A four-piling boat lift, must meet all requirements shown in Illustration D-1 and D-2, to be permitted and installed at canal fronting units where sufficient canal frontage is available and meet all VOSL rules.

**3.A.2 - Lift Placement Restrictions**

**3.A.2.a** - When the lift is installed, no part of the lift or boat may extend into a 3' setback from the riparian lines on both sides of the unit.

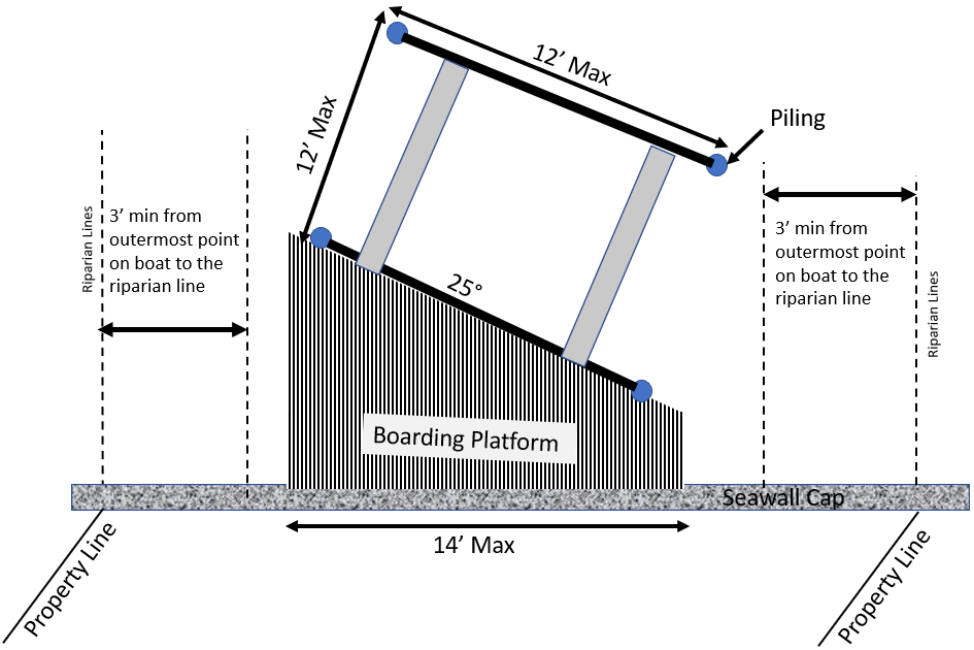
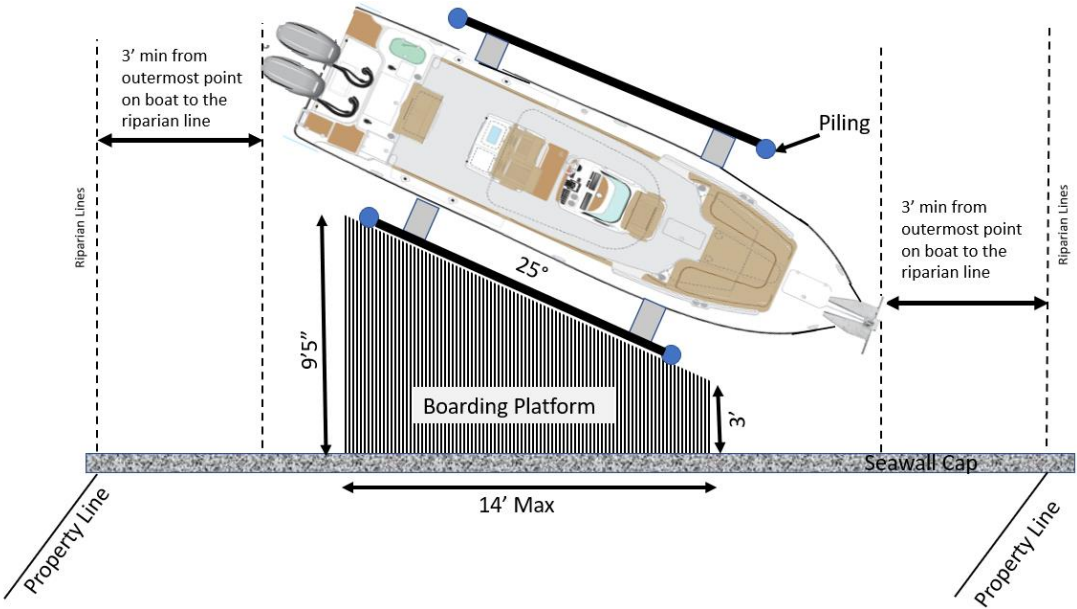
**3.A.2.b** - Placement of lifts must be angled to the seawall relative to the bulkhead at an angle of 25 degrees and built to a maximum of the additions as shown in Illustration D-2. Such a placement will allow for a boat to enter/leave the lift unimpeded. Parallel four post boat lifts are not allowed.

**3.A.2.c** - The area between the lift and the seawall can be used for a boarding platform. The boarding platform must not extend beyond the length of the lift parallel to the seawall). A piling may be installed at each of the corners to the seawall when the boarding platform has to be located an incremental distance further away from the seawall (as denoted on the Site Plan Submittal) because of the batter piles.

**3.A.2.d** - Any additional walkway boarding platform structure necessary to access a boat from a seawall may be a maximum of 3 feet wide, may have a railing and may be retractable.

**3.A.2.e** - If the boat lift is ever removed, the boarding platform, all associated pilings, & any walkway structure must be removed at the same time.

**Illustration D-1  
4-Post Boat Lift  
Restrictions**



**3.B - Tie-Up Pilings**

**3.B.1** - Pilings for parallel boat tie-ups are permitted provided the inner side of the piling is no more than 6" from the seawall.

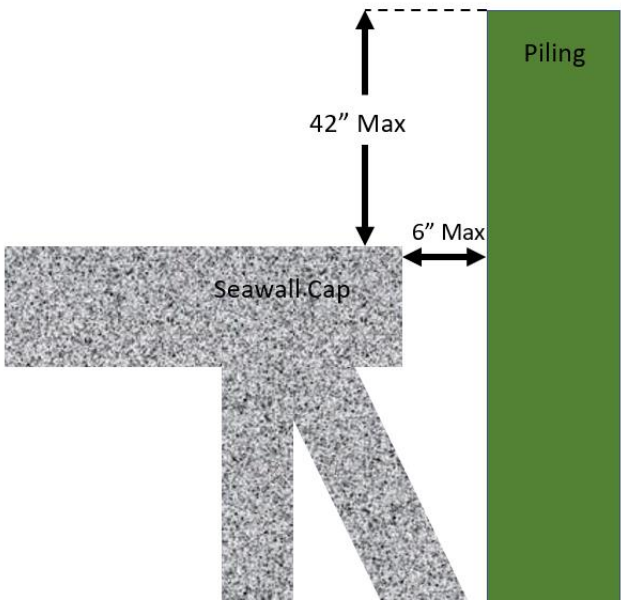
**3.B.2** - The boat must be moored in such a way that the currents or tides do not move the boat to encroach on the 3' riparian line setback.

**3.B.3** - No tie-up piling may exceed a height of 42 inches above the elevation of the seawall cap at the time of the installation or construction. See Illustrations D-3 and D-4.

Illustration D-3  
Tie-Up Pilings



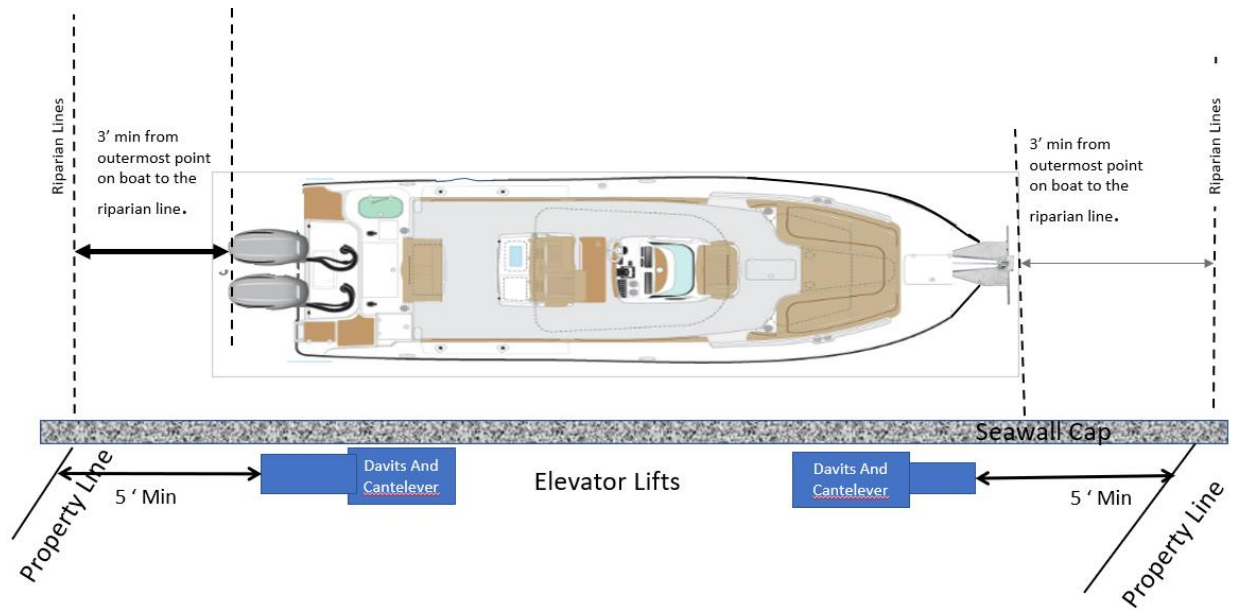
Illustration D-4  
Tie-Up Pilings



### 3.C – Davits

**3.C.1** - Davits are permitted as long as they do not overhang the property side lines when rotated parallel to the seawall and the davits bases are set back a minimum of 5' from property sidelines. Installation or replacement of davits is not allowed on original seawalls. See illustration D-5 for requirements.

Illustration D-5 Davits and Elevator lifts



### **3.D - Indian River Lagoon Waterway Structures: (Units 631 thru 643)**

- 3.D.1** - A finger dock may not exceed 4 feet in width (not including a terminal platform). The part of the finger dock that is between the seawall and the Line of Deed (see definition, par. 1.H) shall have a setback of 10 feet minimum from the closest riparian line. A finger dock installation may not commence until all permits are issued and a Form #101 is approved by the VOSL Building Committee or the Board of Directors of VOSL.
- 3.D.2** - A terminal platform may be attached to the end of a finger dock. The terminal platform is limited to a maximum of 160 square feet in area. The terminal platform must be a minimum of 5 feet above mean high water (M.H.W.) except that 25% of the terminal platform's area may be at a lower elevation to accommodate access to a floating watercraft. In the event any part of the terminal platform is located between the seawall and the Line of Deed, then the 10 feet setback requirement applies to the terminal platform in its entirety.
- 3.D.3** - A finger dock and a terminal platform together must not extend greater than 25 feet from the rear property line of the unit.
- 3.D.4** - In addition to a finger dock, a marginal dock may be installed adjacent to the seawall and extend outward from the property line a maximum of 8 feet or up to the Line of Deed for waterway bottom minus 1 foot, whichever is less. In the event an installation may approach or cross the Line of Deed, the unit owner may be required to obtain an underwater survey which will denote the Line of Deed relative to the property line. A marginal dock may extend across the rear property line between the riparian lines. The design of a marginal dock must take into account the elevations of adjacent marginal docks and attempt to match the elevations as a matter of safety. A marginal dock must be a minimum of 5 feet above mean high water (M.H.W.), or grade level, whichever is less, except that 60 square feet of the marginal dock's area may be at a lower elevation to accommodate access to watercraft. A marginal dock installation may not commence until all permits are issued and a Form #101 is approved by the VOSL Building Committee or the Board of Directors of VOSL.
- 3.D.5** - One four-piling boat lift, situated perpendicular to the seawall, is permitted to be installed at a unit that is classified as fronting the Indian River Lagoon Aquatic Preserve. All parts of the lift and the entire

watercraft on the lift may not extend into a 3-foot setback from the riparian lines. In the event the lift is totally outside the Line of Deed, the location and orientation of all parts of the lift and the entire watercraft when on the lift, and the use of the lift must not interfere with ingress & egress of watercraft, nor any other riparian rights, of adjacent unit owners.

**3.D.6** - Except for the lifts & docks as defined above, no other pilings, structures, or mooring devices may be installed or constructed in, on, or above the Indian River Lagoon Aquatic Preserve (IRLAP) and/or the water area between the line of the seawall and the Line of Deed which abuts the IRLAP.