



VENTURE OUT AT CUDJOE CAY, INC.

RECEIVED-PPSC  
10 FEB -5 AM 9:34

COMMISSION  
CLERK

DISTRIBUTION CENTER  
10 FEB -5 AM 9:16

February 2<sup>nd</sup>, 2010

Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL. 32399-0850

100065-SU

Re: Application for Existing Wastewater System (Pursuant to Section 367.045 F.S.)

Dear Sir / Madam:

In accordance with Rule 25-30.034 F.A.C., Venture Out at Cudjoe Cay, Inc. hereby submits the completed information package for PSC certification of an existing wastewater utility. A filing fee of one thousand five hundred dollars (\$1,500.00) is included with this application.

Should you have any questions or concerns please do not hesitate to contact me. Thank you for your consideration of this matter.

Respectfully,

Kevin S. Grube, General Manager  
VENTURE OUT AT CUDJOE CAY, INC.

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.

Initials of person who forwarded check

- COM \_\_\_\_\_
- APA \_\_\_\_\_
- BCR \_\_\_\_\_
- GCL \_\_\_\_\_
- RAD \_\_\_\_\_
- SSC \_\_\_\_\_
- ADM \_\_\_\_\_
- OPC \_\_\_\_\_
- CLK \_\_\_\_\_

May forwarded

DOCUMENT NUMBER - DATE

00814 FEB -5

701 Spanish Main Drive, Cudjoe Key, FL 33042

Phone (305) 745-3233 FAX (305) 745-2339

PPSC-COMMISSION CLERK

**ORIGINAL**

**VENTURE OUT AT CUDJOE CAY, INC.  
CERTIFICATION  
APPLICATION**

(Pursuant to Section 367.045, Florida Statutes)

**WASTEWATER  
UTILITY  
IN  
EXISTANCE**

DOCUMENT NUMBER-DATE

00814 FEB-5 2008

FPSC-COMMISSION CLERK

---

INFORMATION PACKAGE TO COMPLY WITH  
RULE 25-30.034, FLORIDA ADMINISTRATIVE CODE  
FOR A UTILITY IN EXISTENCE AND CHARGING RATES  
(Pursuant to Section 367.045, Florida Statutes)

100065-SU

To: Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

The undersigned hereby wishes to comply with Rule 25-30.034,  
Florida Administrative Code for original certificate(s) to operate  
a water \_\_\_\_\_ and/or wastewater X utility in Monroe  
\_\_\_\_\_ County, Florida, and submits the following information:

**PART I APPLICANT INFORMATION**

A) The full name (as it appears on the certificate), address  
and telephone number of the applicant:

Venture Out at Cudjoe Cay, Inc.  
Name of utility

(305) 745-3233 (305) 745-2339  
Phone No. Fax No.

701 Spanish Main Drive  
Office street address

Cudjoe Key FL. 33042  
City State Zip Code

N/A  
Mailing address if different from street address

vomgr@att.net  
Internet address if applicable

B) The name, address and telephone number of the person to  
contact concerning this application:

Kevin S. Grube (305) 745-3233  
Name Phone No.

701 Spanish Main Drive  
Street address

Cudjoe Key FL. 33042  
City State Zip Code

DOCUMENT NUMBER-DATE  
00814 FEB-5 9  
FPSC-COMMISSION CLERK

- C) Indicate the organizational character of the applicant:  
(circle one)

Corporation          Partnership          Sole Proprietorship  
Other Not-for-Profit Corporation (Condominium)  
(Specify)

- D) If the applicant is a corporation, list names, titles and addresses of corporate officers, directors. (Use additional sheet if necessary.)

See Document Titled "Officers & Directors"

- E) If the applicant is not a corporation, list names and addresses of all persons or entities owning an interest in the organization. (Use additional sheet if necessary.)

N/A

**PART II    SYSTEM INFORMATION**

A) **WATER**

- (1) Exhibit N/A - A statement describing the proposed types(s) of water service to be provided (i.e., potable, non-potable or both).
- (2) Exhibit N/A - A schedule showing the number of customers currently being served by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.
- (3) Indicate permit numbers and dates of approval of water treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by the DEP to issue permits:

N/A

- (4) Indicate when the water utility system was



established.

N/A

- (5) Exhibit N/A - Evidence that the utility owns the land where the water facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

B) **WASTEWATER**

- (1) Exhibit "A" - A schedule showing the number of customers by class and meter size, as well as the number of customers projected to be served when the requested service territory is fully occupied.

- (2) Indicate permit numbers and dates of approval of wastewater treatment facilities by the Department of Environmental Protection (DEP) or the agency designated by DEP to issue permits:

FDEP Permit # FLA014946 Issuance Date 5/29/2009

- (3) Indicate when the wastewater utility system was established.

August 12, 1975

- (4) Exhibit "B" - Evidence that the utility owns the land where the wastewater facilities are located. If the utility does not own the land, a copy of the agreement which provides for the long term continuous use of the land, such as a 99-year lease. The Commission may consider a written easement or other cost-effective alternative.

**PART III FINANCIAL AND TECHNICAL INFORMATION**

- A) Exhibit "C" - A statement regarding the financial and technical ability of the applicant to continue to provide service.

- B) Exhibit "C" - A statement explaining how and why the applicant began providing water and/or wastewater service prior to obtaining a PSC certificate.

**PART IV RATES AND TARIFFS**

- A) Exhibit "D" - A statement specifying on what date and under what authority the current rates and charges were established.
- B) Exhibit "E" - The original and two copies of water and/or wastewater tariff(s) containing all rates, classifications, charges, rules and regulations. **Sample tariffs are enclosed with the application package.**

**PART V TERRITORY DESCRIPTION AND MAPS**

A) **TERRITORY DESCRIPTION**

Exhibit "F" - An accurate description, using township, range and section references as specified in Rule 25-30.030(2), Florida Administrative Code, of the territory the utility is currently serving. If the water and wastewater service territories are different, provide separate descriptions.

Exhibit N/A - If the applicant is requesting territory not serviced at the time of the application provide the following:

- (1) A statement showing the need for service in the proposed area;
- (2) A statement that, to the best of the applicant's knowledge, the provision of service in this territory will be consistent with the water and wastewater sections of the local comprehensive plan as approved by the Department of Community Affairs at the time the application is filed. Or, if not consistent, a statement demonstrating why granting the territory would be in the public interest.

B) **TERRITORY MAPS**

Exhibit "G" - One copy of an official county tax

assessment map or other map showing township, range and section with a scale such as 1"=200' or 1"=400' on which the proposed territory is plotted by use of metes and bounds or quarter sections and with a defined reference point of beginning. If the water and wastewater service territories are different, provide separate maps.

C) **SYSTEM MAPS**

Exhibit " H " - One copy of detailed map(s) showing existing lines, facilities and the territory being served. **Additionally, any requested territory not served at the time of application shall be specifically identified.** Map(s) should be of sufficient scale and detail to enable correlation with a description of the territory to be served. Provide separate maps for water and wastewater systems.

**PART VI NOTICE OF ACTUAL APPLICATION**

A) Exhibit " I " - An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (3) if any portion of the proposed territory is within one mile of a county boundary, the utility shall notice the privately owned utilities located in the bordering counties and holding a certificate granted by the Commission;
- (4) the regional planning council;
- (5) the Office of Public Counsel;

- (6) the Public Service Commission's Office of Commission Clerk;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district.

Copies of the Notice and a list of entities noticed shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT

- B) Exhibit "J" - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system. A copy of the notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.
- C) Exhibit "K" - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

#### PART VII FILING FEE

Indicate the filing fee enclosed with the application:

\$ N/A (for water) and/or \$ 1,500 (for wastewater).

Note: Pursuant to Rule 25-30.020, Florida Administrative Code, the amount of the filing fee is as follows:

- (1) For applications in which the utility has the capacity to serve up to 500 ERCs, the filing fee shall be **\$750**.
- (2) For applications in which the utility has the capacity to serve from 501 to 2,000 ERCs the filing fee shall be **\$1,500**.

- (3) For applications in which the utility has the capacity to serve from 2,001 to 4,000 ERCs the filing fee shall be **\$2,250**.
- (4) For applications in which the utility has the capacity to serve more than 4,000 ERCs the filing fee shall be **\$3,000**.



**PART VIII AFFIDAVIT**

I HANS G. PIRNER (applicant) do solemnly swear or affirm that the facts stated in the forgoing application and all exhibits attached thereto are true and correct and that said statements of fact thereto constitutes a complete statement of the matter to which it relates.

BY:

*Hans Pirner*  
Applicant's Signature

\_\_\_\_\_  
Applicant's Name (Typed)

\_\_\_\_\_  
Applicant's Title \*

Subscribed and sworn to before me this 1<sup>st</sup> day of February, 2010 by HANS PIRNER who is personally known to me  or produced identification

\_\_\_\_\_  
Type of Identification Produced

*Amy N. Cornell*  
Notary Public's Signature

Print, \_\_\_\_\_  
Name of Notary Public



\* If applicant is a corporation, the affidavit must be made by the president or other officer authorized by the by-laws of the corporation to act for it. If applicant is a partnership or association, a member of the organization authorized to make such affidavit shall execute same.

VENTURE OUT BOARD OF DIRECTORS 2009/2010  
AND COMMITTEE ASSIGNMENTS

<b>Hans G. Pirner, President</b> Spanish Main Drive Cudjoe Key, FL 33042 <b>RULES &amp; REGULATIONS</b>	Lot #347	305-745-6409 Cell 305-509-2153	2011  <a href="mailto:hanspirner@gmail.com">hanspirner@gmail.com</a>
<b>B.K. Roberts, Vice President</b> 1015 Kennett Way West Chester, PA 19380 <b>MAINTENANCE, LONG-RANGE PLANNING</b>	Lot #360	305-745-4032 PA 610-918-7338 Cell 484-678-9198	2011  <a href="mailto:bkjudie@cs.com">bkjudie@cs.com</a>
<b>Tom Urban, Treasurer</b> 701 Spanish Main Drive Cudjoe Key, FL 33042 <b>FINANCE</b>	Lot #440	Cell 727-808-3036	2010  <a href="mailto:CaptainTom@Crossbayou.n">CaptainTom@Crossbayou.n</a>
<b>Larry P. Anson, Director</b> 1427 Gateway Pkwy. Old Fort, NC 28762 <b>REALESTATE</b>	Lot #576	305-745-1811 NC 828-668-1811 Cell 828-275-4113	2010  <a href="mailto:cudjoelarry@aol.com">cudjoelarry@aol.com</a>
<b>John Marino, Director</b> 64 Parsons Dr. Goffstown, NH 03045 P.O. BOX ADDRESS: 64 Parsons Drive <b>INSURANCE, PERSONNEL</b>	Lot #092	305-745-3245 NH 603-497-3726 Cell 603-494-8180 Fax 603-497-4002	2011  <a href="mailto:Bjtaptap@aol.com">Bjtaptap@aol.com</a>
<b>Doris Ezekiel, Director</b> 122 E. Chelsea Ave. Ocean Gate, NJ 08740 <b>RECREATION</b>	Lot #366	305-745-3766 NJ 732-269-4315 Cell 484-802-1255	2010  <a href="mailto:mmzeke@yahoo.com">mmzeke@yahoo.com</a>
<b>Robert J. Moore, Director</b> 701 Spanish Main Drive Cudjoe Key, FL 33042-4333 <b>STORAGE LOTS</b>	Lot #044	305-745-8984 Cell 610-299-5982	2010  <a href="mailto:rmoorercc@bellsouth.net">rmoorercc@bellsouth.net</a>
<b>Stan Bowers, Director</b> 139 Cypress Run Bluffton, SC 29909 <b>SECURITY, ARCHITECTURAL/QUALITY CONTROL</b>	Lot #230	305-745-3023 SC 843-548-0463 Cell 603-387-1259	2011  <a href="mailto:bowcon@bellsouth.net">bowcon@bellsouth.net</a>
<b>Paul Canfield, Director</b> 701 Spanish Main Drive Cudjoe Key, FL 33042 <b>LANDSCAPE, BLOCK ADVISORS</b>	Lot #153	305-744-0450	2011  <a href="mailto:paulrcanfield@peoplepc.co">paulrcanfield@peoplepc.co</a>
<b>Ma Blunt, Association Secretary</b> 2700 Poplar Hill Court Louisville, KY 40207	Lot # 126	305-745-9872 KY 502-896-1004 Cell 502-592-5230	<a href="mailto:Tomblunt@bellsouth.net">Tomblunt@bellsouth.net</a>

# *State of Florida*

## *Department of State*

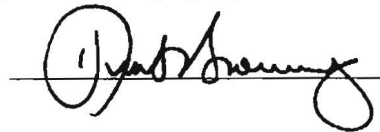
I certify from the records of this office that VENTURE OUT AT CUDJOE CAY, INC. A CONDOMINIUM is a corporation organized under the laws of the State of Florida, filed on August 12, 1975.

The document number of this corporation is 733544.

I further certify that said corporation has paid all fees due this office through December 31, 2009, that its most recent annual report was filed on April 23, 2009, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty Fourth day of April, 2009*



*Secretary of State*



Authentication ID: 600152128266-042409-733544

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

# Exhibit "A"

## VENTURE OUT AT CUDJOE CAY, INC.

**2010**

**Venture Out Wastewater Service District**  
**Built to Maximum Capacity**  
**Since 1975**

### Class / Meter Size Schedule

<u>Meter Size</u>	<u>Class</u>	<u>Total Number</u>
5/8"x 3/4"	Residential	659
5/8"x 3/4"	Commercial	9
2"	Commercial	1

Single Family Residential: \$4.29 ptg billed up to a maximum 10,000 gallons of metered water consumption per month

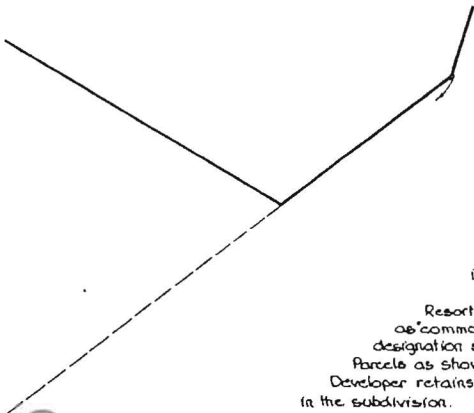
\$5.16 ptg billed when consumption is greater than < 10,000 gallons

General Service (Commercial): \$5.16 ptg for all metered water consumption

# VENTURE OUT

A RESUBDIVISION OF TRACT "A" OF "CUJJOE OCEAN SHORES" (PB.5-P.107)  
 LYING IN GOVT LOTS 243-SECTION 34-TOWNSHIP 66E-RANGE 28E  
 CUJJOE KEY                      MONROE COUNTY                      FLORIDA

C. G. BAILEY & ASSOCIATES  
 LAND SURVEYORS  
 MARATHON                      FLORIDA  
 SCALE: 1" = 30'                      SEPTEMBER 1970  
 Graphic Scale  
 0 10 20 30 40 50                      100  
 SHEET 1 OF 5 SHEETS



KNOW ALL MEN BY THESE PRESENTS:  
 That VENTURE OUT IN AMERICA, INC. a Delaware corporation authorized to do business in the State of Florida, has caused to be made the attached plats entitled "VENTURE OUT", being described as follows:  
 DESCRIPTION: All of Tract "A" of "Cudjoe Ocean Shores" according to the plat thereof as recorded in Plat Book 5 at Page 107 of the Public Records of Monroe County, Florida, containing 63.87 acres, more or less.  
 All lots (herein "Condominium Parcels") as shown on the attached plats shall be used exclusively for recreational Resort purposes (see Declaration of Condominium) and uses incidental and complimentary thereto. Areas designated as "common use" are for the benefit and enjoyment of all owners of all the Condominium Parcels in the subdivision and such designation shall constitute a dedication of all such areas and improvements thereon situated to owners of the Condominium Parcels as shown on said plat. There are no "public" areas or facilities. "Limited Common Use" is defined to mean that the Developer retains a co-use with Condominium owners to those areas so designated for access to its property not included in the subdivision.  
 I, Witness Whereof, the said Venture Out in America, Inc., has caused these presents to be signed for and on its behalf by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, this 27<sup>th</sup> day of October 1970.  
 VENTURE OUT IN AMERICA, INC.

Attest: Henry T. Ogle Secretary                      By: Hazen Kreis President

ACKNOWLEDGEMENT:  
 State of Tennessee                      I hereby certify: Before me this day personally appeared Hazen Kreis, President, and Henry T. Ogle, Secretary, of Venture Out in America, Inc., County of                      a Delaware corporation authorized to do business in the State of Florida, to me well known to be the persons described in and who executed the foregoing instrument, and who acknowledged that they executed the same freely and voluntarily as such officers of said corporation, that they affixed thereto the official seal of said corporation, and that it is the free act and deed of said corporation.  
 Witness my hand and official seal this 27<sup>th</sup> day of October 1970  
Sylvia J. Whitlock  
 Notary Public State of Tennessee  
 My commission expires January 18, 1971

KNOW ALL MEN BY THESE PRESENTS:  
 That the Rimersburg Coal Company, a Florida corporation, the owners and holders of a certain Mortgage encumbering the above described property does hereby consent to this plat and joins in the above dedications.  
 I, WITNESS WHEREOF, the said Rimersburg Coal Company, has caused these presents to be signed for and on its behalf by its Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 9<sup>th</sup> day of October 1970.  
 RIMERSBURG COAL COMPANY

Attest: Paul E. Sawyer Assistant Secretary                      By: J. C. McKay Jr. Vice-President

ACKNOWLEDGEMENT:  
 State of Florida                      I hereby certify: Before me this day personally appeared J. C. McKay Jr., Vice President, and Paul E. Sawyer, Assistant Secretary, of Rimersburg Coal Company, County of Alachua                      a Florida corporation, to me well known to be the persons described in and who executed the foregoing instrument and who acknowledged that they executed the same freely and voluntarily as such officers of said corporation, that they affixed thereto the official seal of said corporation, and that it is the free act and deed of said corporation.  
 Witness my hand and official seal this 20 day of October 1970.  
Catherine J. Raymond  
 Notary Public State of Florida at Large.  
 My commission expires Sept. 11, 1972

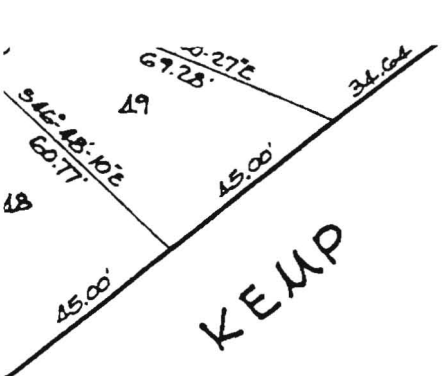
KNOW ALL MEN BY THESE PRESENTS:  
 That the Gulf Oil Corporation, the owners and holders of a certain Mortgage encumbering the above described property, does hereby consent to this plat and joins in the above dedications.  
 I, WITNESS WHEREOF, the said Gulf Oil Corporation has caused these presents to be signed for and on its behalf by its Executive Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 26<sup>th</sup> day of October 1970  
 GULF OIL CORPORATION

Attest:                      By: W. B. ...

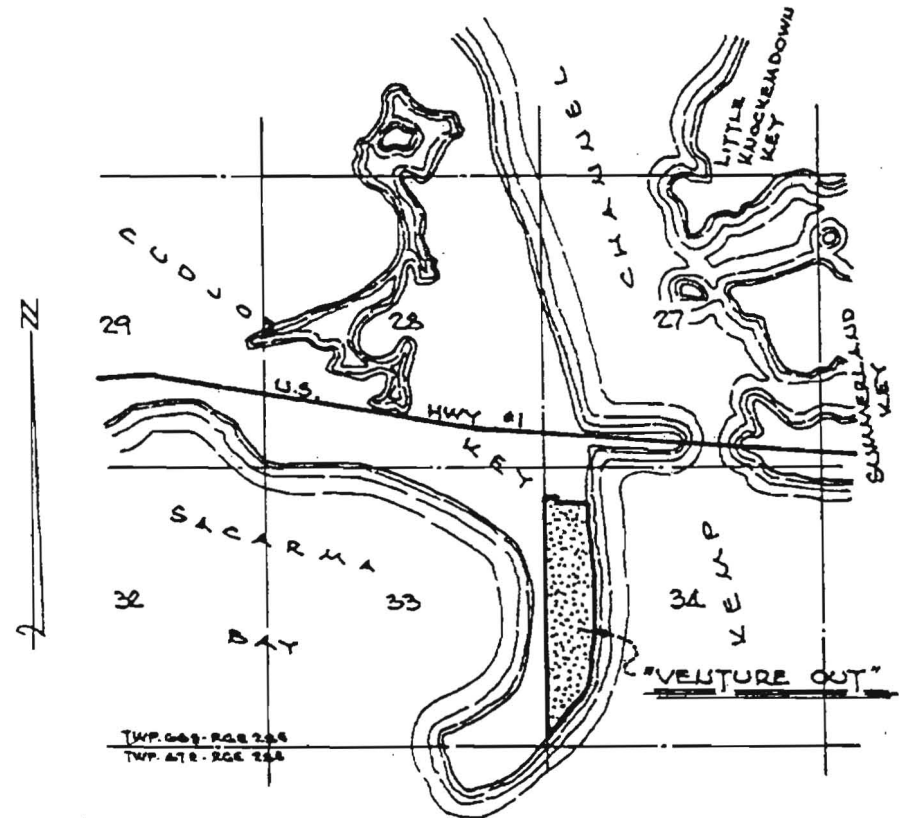
ACKNOWLEDGEMENT:  
 State of Pennsylvania                      I hereby certify: Before me this day personally appeared W. B. ..., ... and ... County of Allegheny                      of Gulf Oil Corporation, to me well known to be the persons described in and who executed the foregoing instrument, and who acknowledged that they executed the same freely and voluntarily as such officers of said corporation, that they affixed thereto the official seal of said corporation, and that it is the free act and deed of said corporation.  
 Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_ 1970  
 My commission expires \_\_\_\_\_  
 Notary Public State of Pennsylvania at Large.

I HEREBY CERTIFY: That the attached plat entitled "VENTURE OUT" is a true and correct representation of the lands as recently surveyed and platted under my direction, also that the Permanent Reference Monuments were set in accordance with Section 7 Chapter 10275 (LS#253) Laws of the State of Florida.  
C. G. Bailey  
 C. G. Bailey - Registered Land Surveyor 11920  
 State of Florida.





Reference Monument.



LOCATION MAP

County of Allegheny a Florida corporation,  
the same freely and voluntarily as such officer  
Witness my hand and official seal

My commission expires Sept. 11, 1911

KNOW ALL MEN BY THESE PRESENTS:  
That the Gulf Oil Corporation, the  
and joins in the above dedications.

IN WITNESS WHEREOF, the said Gulf Oil Corporation  
to be hereunto affixed and attested by its officers

Attest \_\_\_\_\_

ACKNOWLEDGEMENT  
State of Pennsylvania ss. I hereby certify:  
County of Allegheny of Gulf Oil Corp  
that they executed the same freely and voluntarily  
Witness my hand and official seal

My commission expires \_\_\_\_\_

I HEREBY CERTIFY: That the above is a true and correct copy  
under my direction, also that the Permits are correct

This plat was approved by Resol  
in Plat Book 6 at Page 56 of the P

Samuel A. Culbert  
Clerk of the Circuit Court

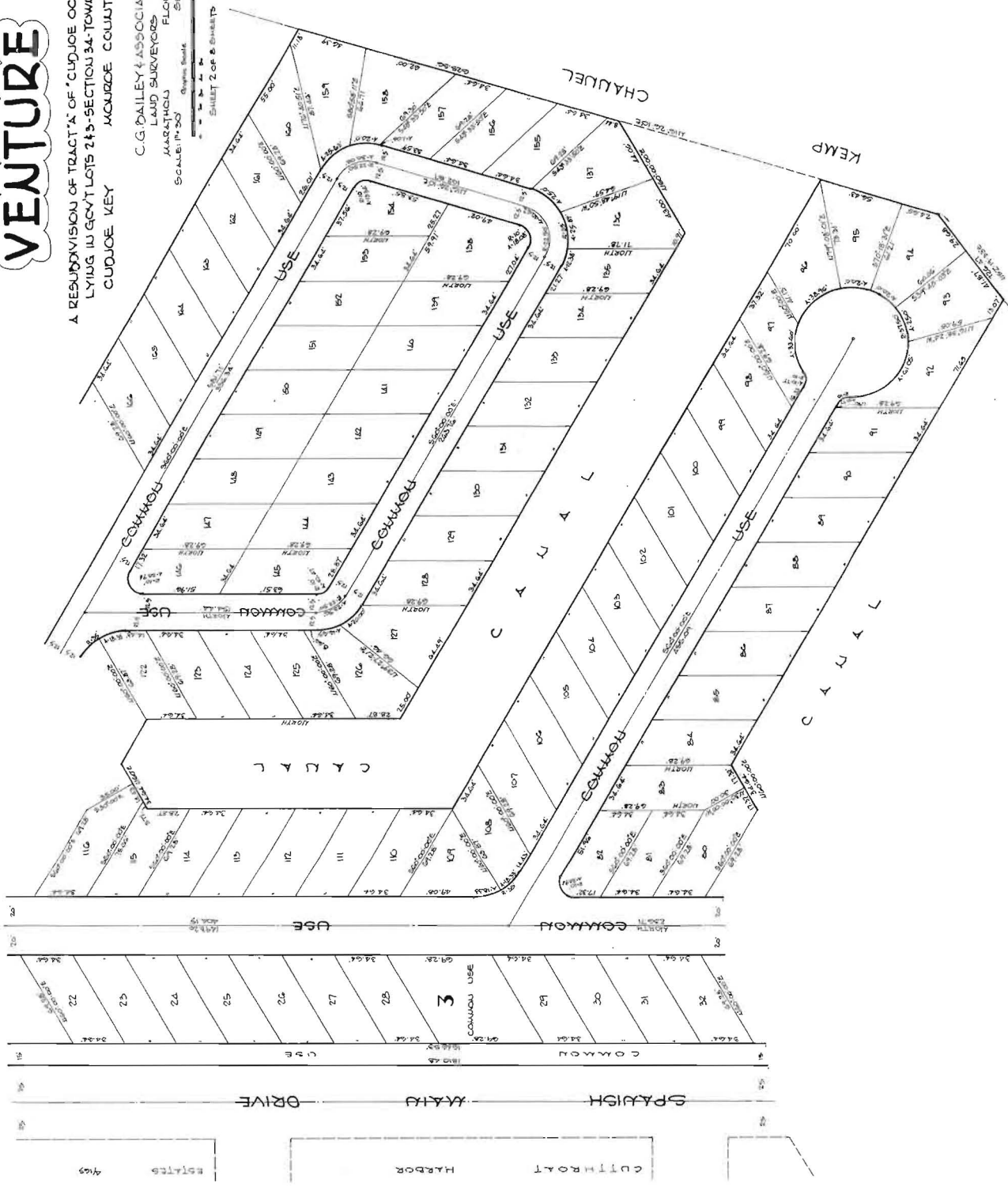


# VENTURE OUT

A RESUBDIVISION OF TRACT "A" OF "CUJAOE OCEAN SHORES" (PD 5-1107)  
 LYING IN GOVT LOTS 243-SECTION 34-TOWNSHIP 66E-RANGE 28E  
 CUJAOE KEY MOULDER COUNTY FLORIDA

C.G. DALLEY & ASSOCIATES  
 LAND SURVEYORS  
 MARATHON FLORIDA  
 SCALE: 1" = 50'

SHHEET 2 OF 8 SHEETS

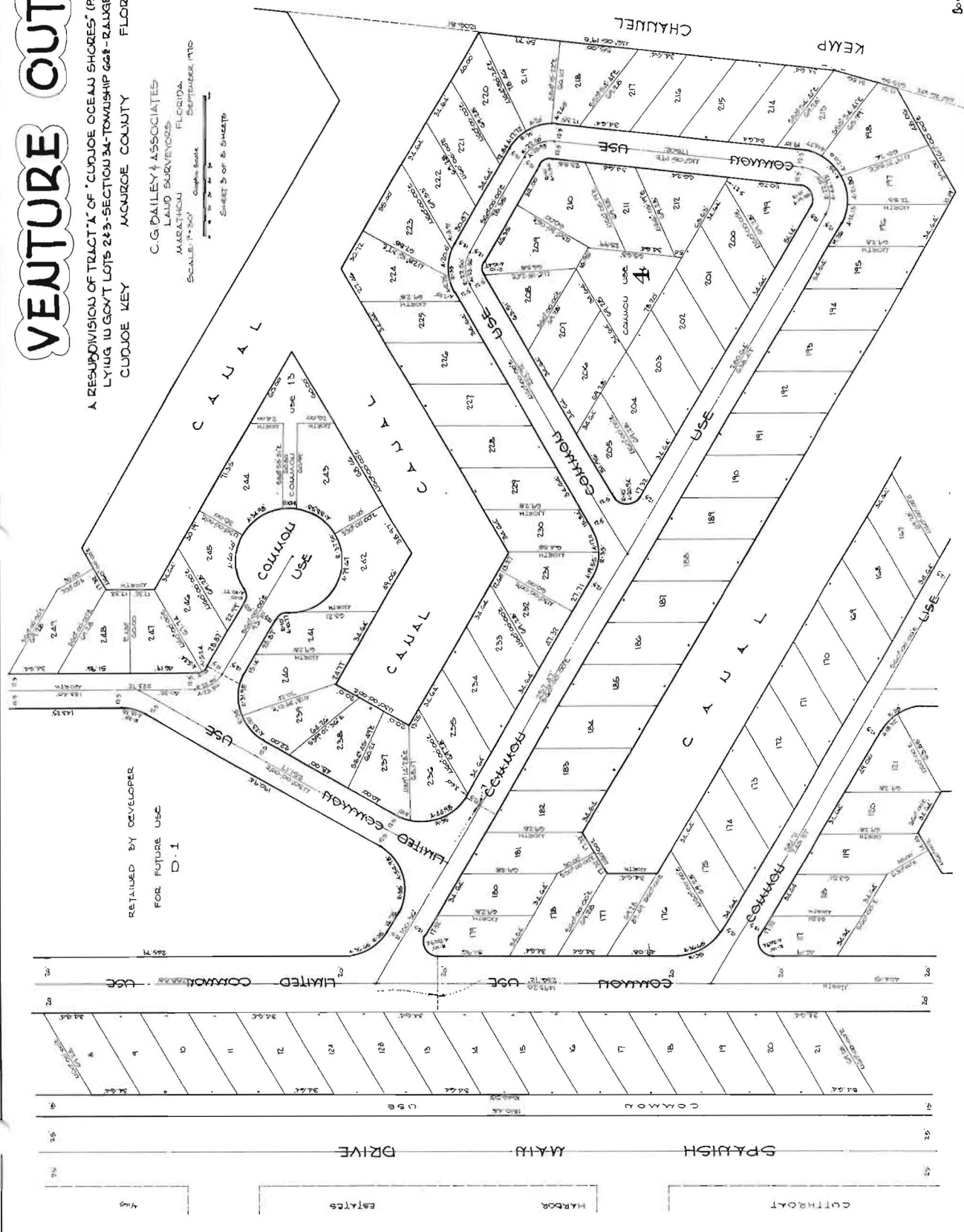
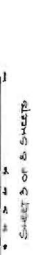




# VENTURE OUT

A RESUBDIVISION OF TRACT "A" OF "CUDJOE OCEAN SHORES", (PB 5-1151)  
 LYING IN GCMT LOTS 243-SECTION 34-TOWNSHIP 66S-RANGE 28E  
 CUDJOE KEY MANALOE COUNTY FLORIDA

C.G. PAILEY & ASSOCIATES  
 LAND SURVEYORS  
 MADRAS FLORIDA  
 SCALE: 1"=50' GRAPHIC SCALE  
 SHEET 3 OF 6 SHEETS



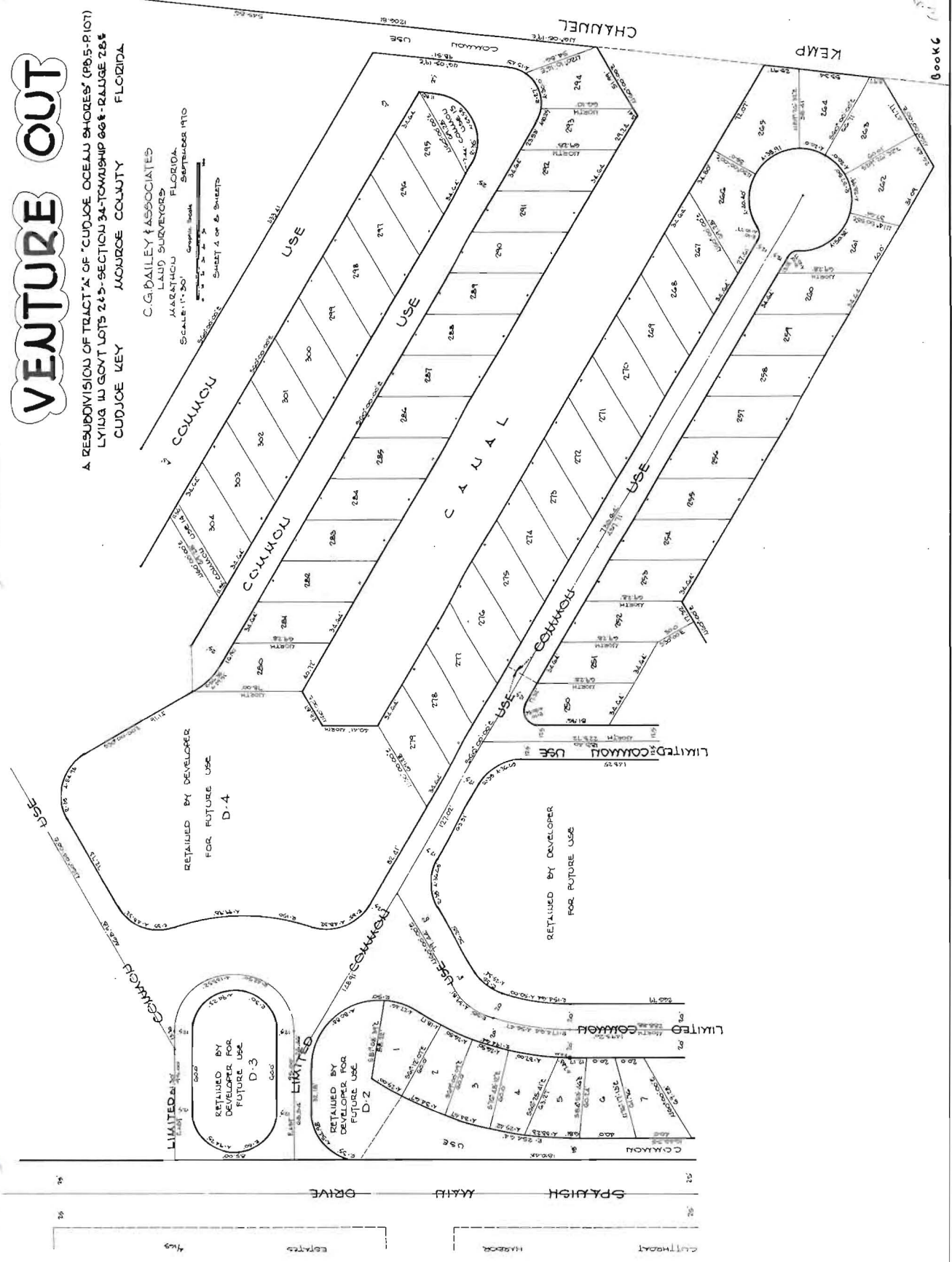
Book 6 622

# VENTURE OUT

A RESUBDIVISION OF TRACT "A" OF "CUDDOGE OCEAN SHORES" (P05-P101)  
 LYING IN GOVT LOTS 243-SECTION 34-TOWNSHIP 60S-RANGE 28E  
 CUDDOGE KEY MONROE COUNTY FLORIDA

C.G. BAILEY & ASSOCIATES  
 LAND SURVEYORS  
 FLORIDA  
 SEPTEMBER 1970  
 SCALE: 1" = 200'

Sheet 4 of 6 Sheets



Book

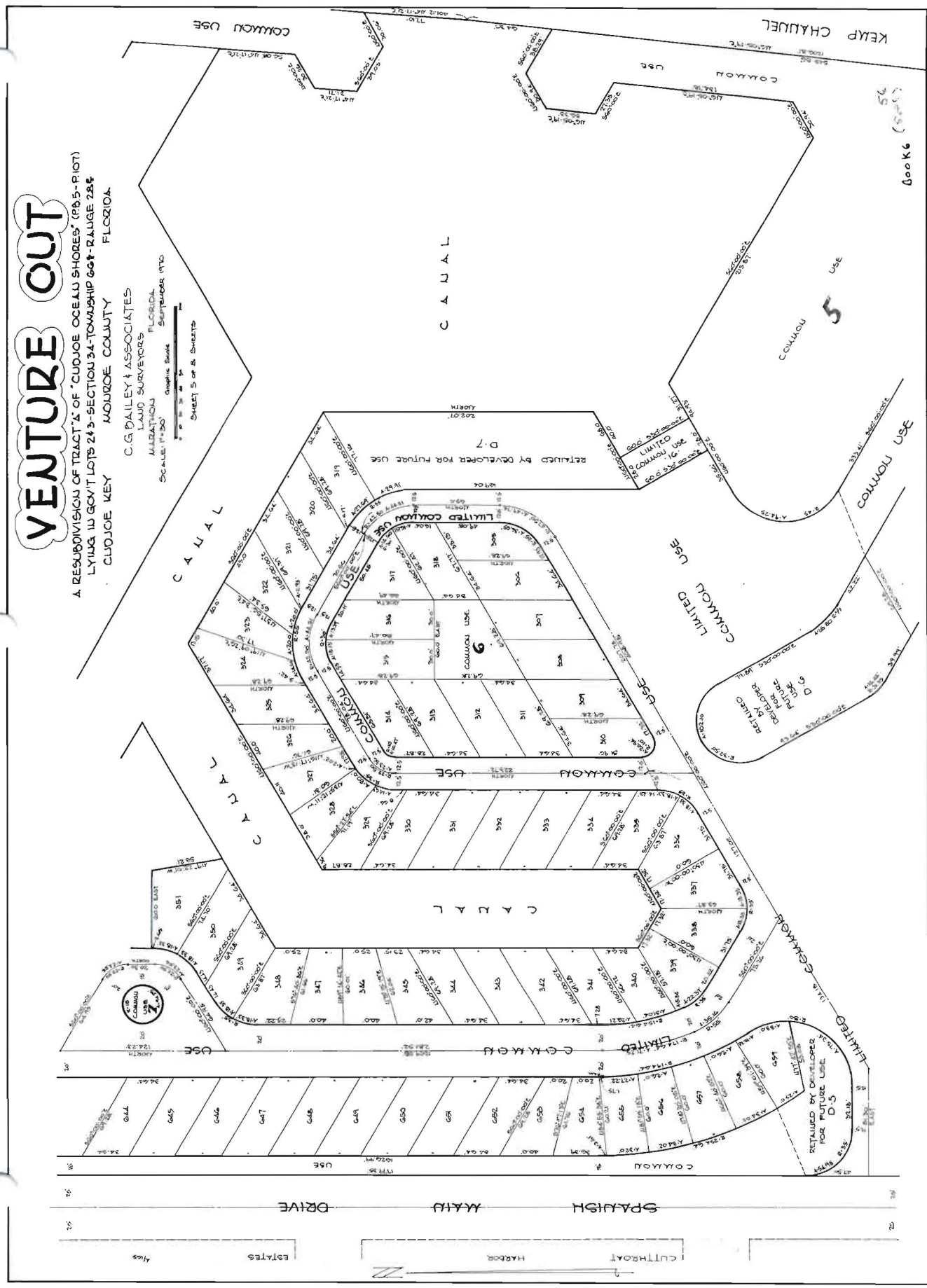


# VENTURE OUT

A RESUBDIVISION OF TRACT 'A' OF 'CUJOJOE OCEAN SHORES', (PB 5-PICT)  
 LYING IN GOV'T LOTS 243-SECTION 34-TOWNSHIP 66-N-RANGE 28-E  
 CUJOJOE KEY MAORISE COUNTY FLORIDA

C.G. DAILEY & ASSOCIATES  
 LAND SURVEYORS  
 FLORIDA  
 REGISTRATION NO. 1170  
 SEPTEMBER 1970  
 SCALE: 1"=50'  
 SHEET 5 OF 4 SHEETS

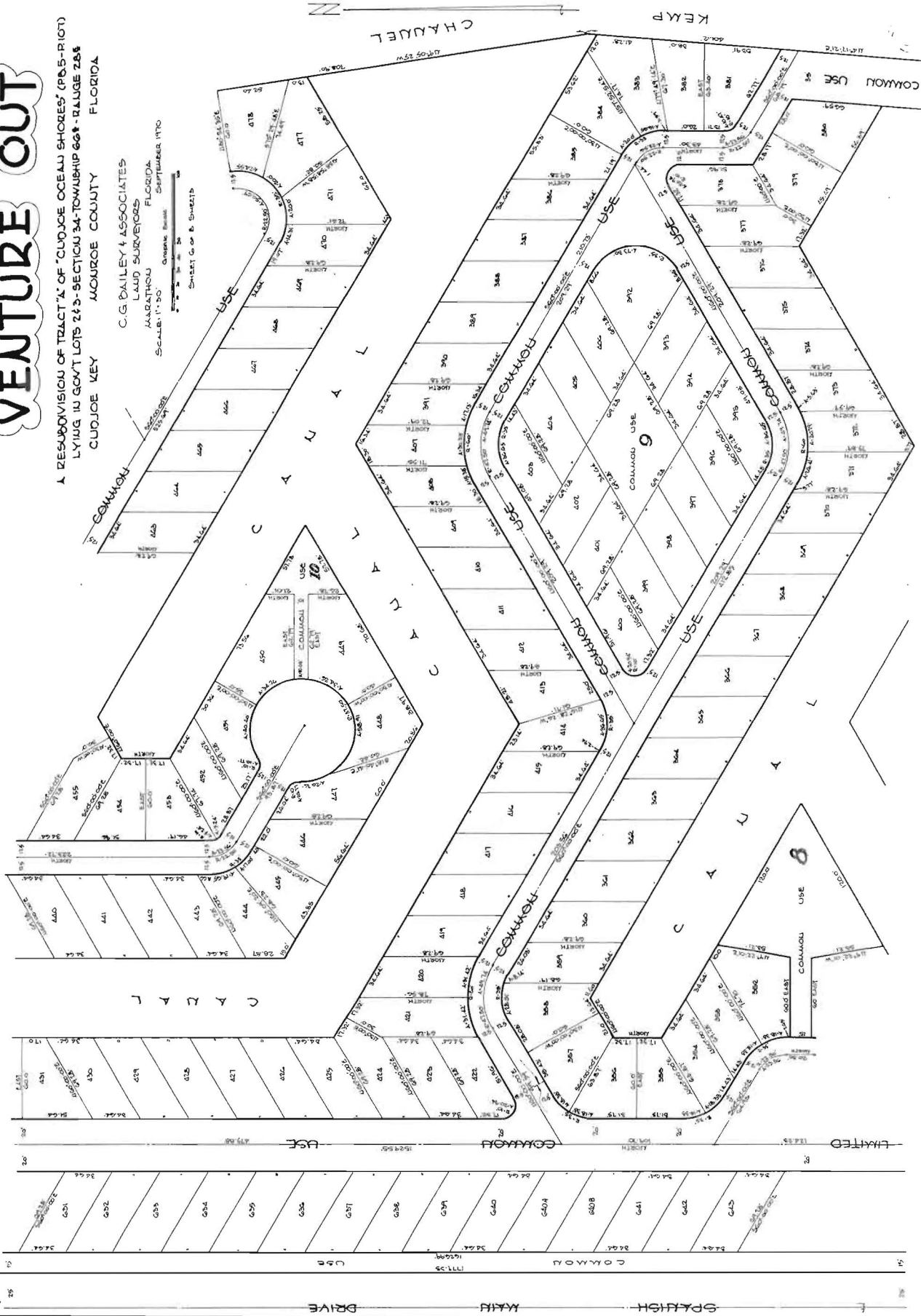
BOOK 6 (56)



# VENTURE OUT

A RESUBDIVISION OF TRACT 'A' OF "CUJOCOE OCEAN SHORES" (P.R. 5-1917)  
 LYING IN GOV'T LOTS 243--SECTION 34--TOWNSHIP 66N--RANGE 28E  
 CUJOCOE KEY MAORCOE COUNTY FLORIDA

C.G. BAILEY & ASSOCIATES  
 LAND SURVEYORS  
 MARGATHOU FLORIDA  
 SCALE: 1" = 50' Original Plat September 1970



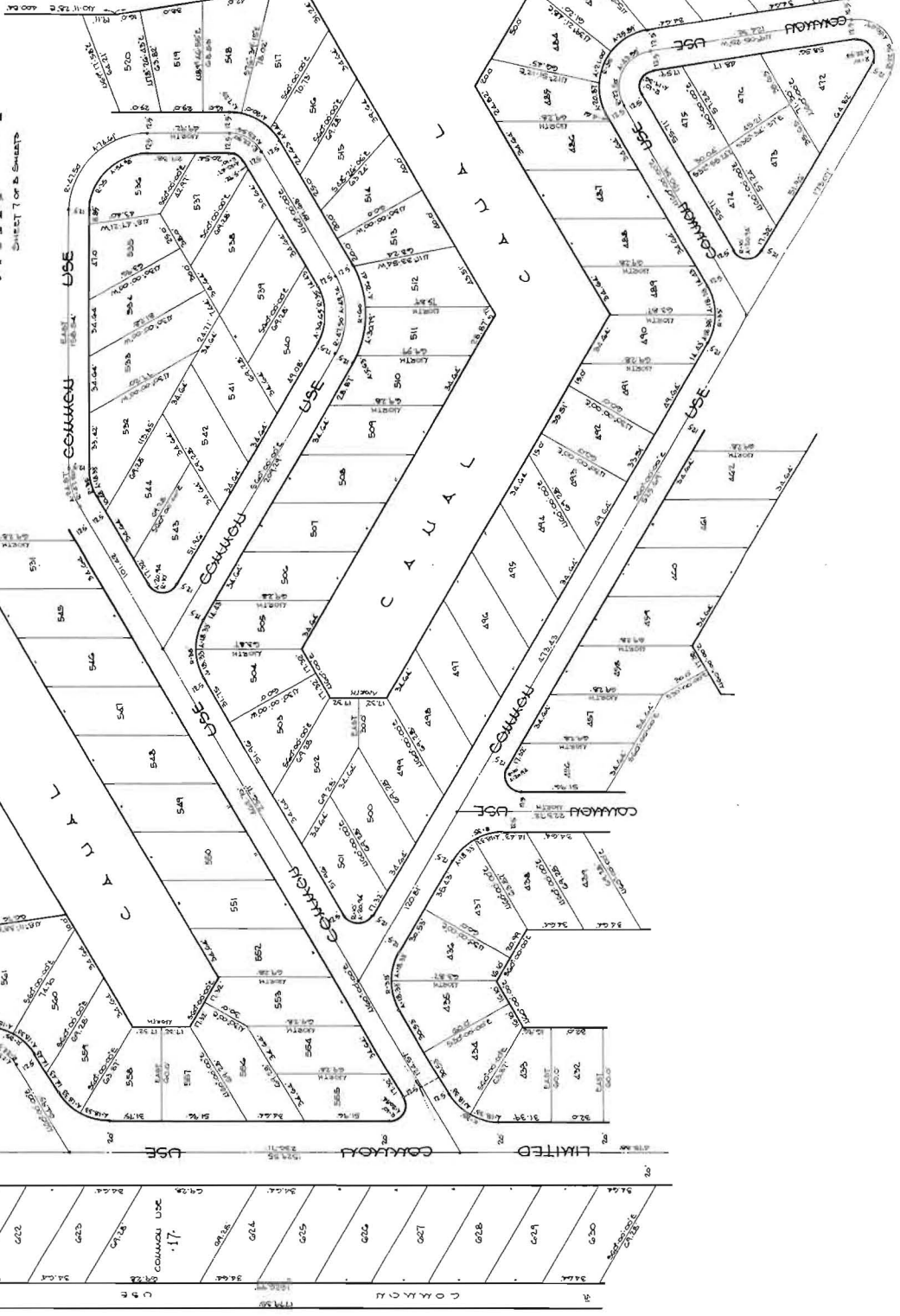
Book 6

# VENTURE OUT

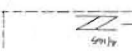
A REVISION OF TRACT 'A' OF CUDJOE OCEAN SHORES (P185-PI07)  
 LYING IN GOVT LOTS 243-SECTION 34-TOWNSHIP 66S-RANGE 28E  
 MOUDOO COUNTY FLORIDA

C. G. DALLEY & ASSOCIATES  
 LAND SURVEYORS  
 MARATHON FLORIDA  
 SCALE: 1"=200' SHIPBOARD PLO

SHEET 7 OF 8 SHEETS



000K



North

Scale

1" = 200'

SHIPBOARD PLO

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K

000K



# VENTURE OUT

A RESUBDIVISION OF TRACT 'A' OF "CUDDOGE OCEAN SHORES" (P&S-P-107)  
 LYING IN GOVT LOTS 243, SECTION 34-TOWNSHIP 66S-RANGE 28E  
 CUDDOGE KEY  
 MONROE COUNTY  
 FLORIDA

C.G. DAILEY & ASSOCIATES

LAND SURVEYORS

FLORIDA

ADAPTATION

SEPTEMBER 1970

SCALE: 1"=200'

SHEET 2 OF 2 SHEETS

CHANGING SCALE

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

1"=200'

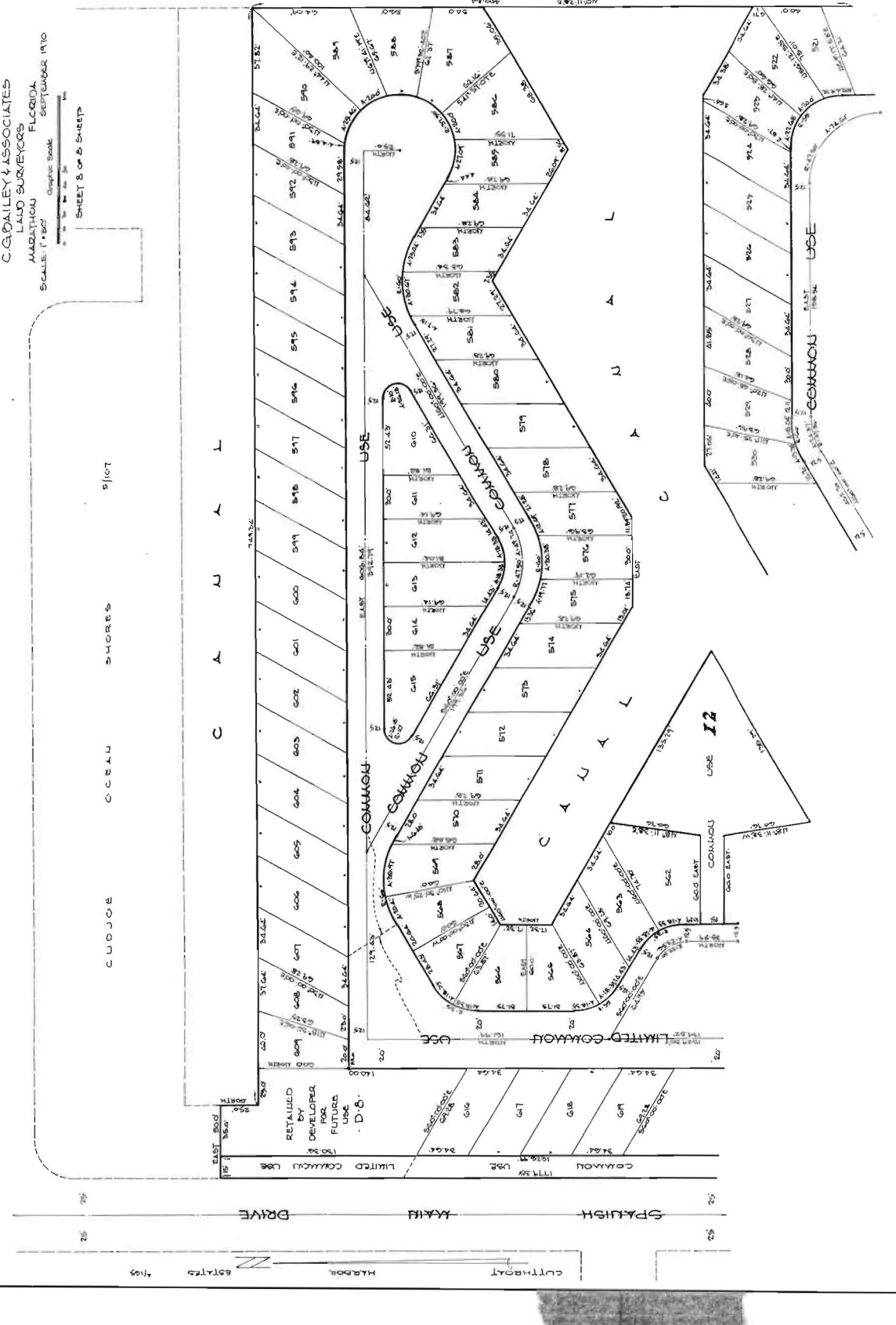


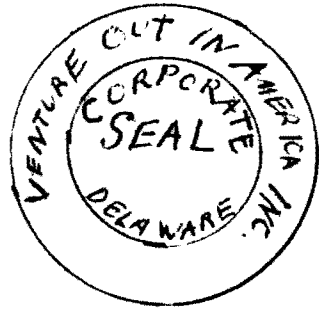
Exhibit "B" 7.00  
30  
57

134989

QUIT CLAIM DEED

VENTURE OUT IN AMERICA, INC., a Delaware corporation ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, does hereby sell, convey and quit-claim unto Venture Out at Cudjoe Cay, Inc., a Condominium, a Florida non-profit corporation ("Grantee") and its successors and assigns, but without warranty of any kind whatsoever, all of Grantor's right, title and interest in and to that certain real property situate in Monroe County, Florida, the legal description for which is set forth in Exhibit A which is attached hereto and incorporated herein by reference, subject to all existing easements, encumbrances, reservations and restrictions, whether or not of record.

Dated this 7<sup>th</sup> day of March, 1977.

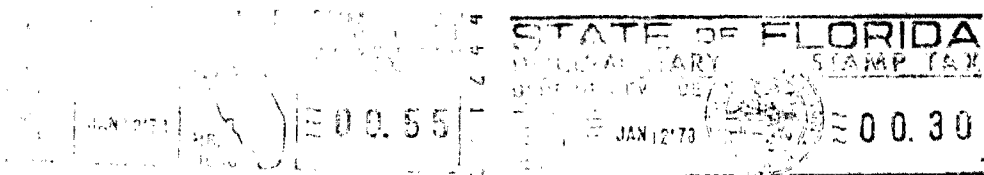


VENTURE OUT IN AMERICA, INC.

By David M. Spitzer  
David M. Spitzer  
President

ATTEST K. David Lindner  
K. David Lindner  
Secretary

STATE OF GEORGIA  
COUNTY OF FULTON



The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 1977 by David M. Spitzer and K. David Lindner, the President and Secretary respectively of Venture Out in America, Inc., on behalf of the Corporation.

[Signature]  
Notary Public

Document Prepared By: James H. Cox, Esq.  
1375 Peachtree St., N.W.  
Atlanta, Georgia 30357

March 2, 1977

Notary Public, State of Florida  
My Commission Expires Feb 3, 1980



Tracts D4 (Recreation area), D6 (Parking area), D7 (Store and Lounge area) and D8 (Sewage Plant area) of VENTURE OUT AT CUDJOE CAY, INC., a Condominium, according to the Declaration of Condominium thereof, recorded in Official Records Book 467 at Page 30, et seq., of the Public Records of Monroe County, Florida. As provided for by the Condominium Act of the Statutes of the State of Florida. (Chapter 711, et seq., 1965.)

ALSO  
(Pavilion Building Area)

A tract of land in "VENTURE OUT", being recorded in Plat Book 5, at Page 107 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the Northeast Corner of Lot 240 of "VENTURE OUT", bear North for a distance of 14.43 feet to the Centerline of a Common Use Street; thence bear North 60 degrees and 00 minutes West along the Centerline of said Common Use Street and said Centerline extended Northwesterly, 67.92 feet to the POINT OF BEGINNING of the tract of land hereinafter described; from said POINT OF BEGINNING, bear South 30 degrees and 00 minutes West, 157.5 feet to a Point of Curve, said curve having a central angle of 90 degrees and 00 minutes and a radius of 35 feet; thence along said curve in a Southerly and Westerly direction and deflecting to the right, 54.98 feet to a Point of Tangent; thence bear North 60 degrees and 00 minutes West, 16.78 feet to a Point of Curve, said curve having a central angle of 60 degrees and 00 minutes and a radius of 35 feet; thence along said curve in a Northwesterly and Northerly direction and deflecting to the right for a distance of 36.65 feet to a Point of Tangent; thence bear North for a distance of 202.09 feet to a point that is bearing North 60 degrees and 00 minutes West from the POINT OF BEGINNING; thence bear South 60 degrees and 00 minutes East for a distance of 183.14 feet back to the POINT OF BEGINNING, containing 0.56 acres.

RECORDED  
MONROE COUNTY, FLORIDA  
CLERK OF COURTS  
RECORD VERIFIED

*this deed prepared by*  
R. David Lindner  
Attorney at Law  
11800 Sunrise Valley Dr.  
Reston, Va. 22091

143802

10.50  
12653  
22640

WARRANTY DEED

THIS INDENTURE made this 26<sup>th</sup> day of April,

1978, between VENTURE OUT IN AMERICA, INC., a Delaware corporation ("Grantor") and VENTURE OUT AT CUDJOE CAY, INC., a Condominium, a Florida non-profit corporation (hereinafter "Grantee").  
*of Route 2 Box 38, Summerland Key, Florida 33042*

W I T N E S S E T H

For and in consideration of Ten Dollars (\$10.00) and other valuable consideration in hand paid by Grantee, the receipt of which is hereby acknowledged, Grantor hereby grants, bargains and sells unto Grantee, its successors and assigns, the following described real properties:

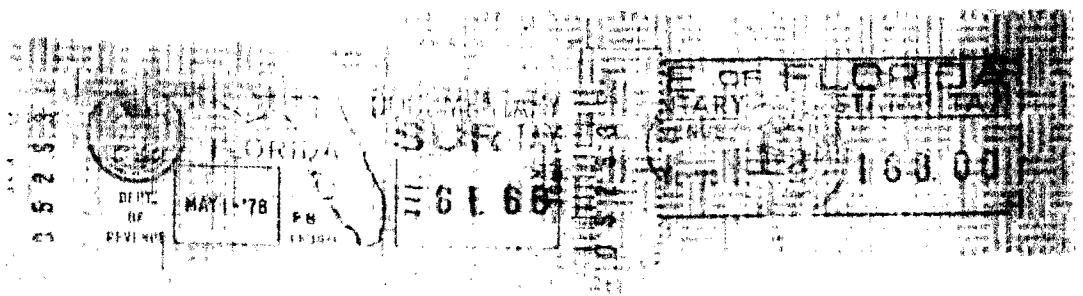
Parking Area

A tract of land in "VENTURE OUT", being recorded in Plat Book 6, at Page 56 of the Public Records of Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commencing at the Northeast Corner of Lot 240 of "VENTURE OUT", bear North for a distance of 14.43 feet to the Centerline of a Common Use Street; thence bear North 60 degrees and 00 minutes West along the Centerline of said Common Use Street and said Centerline extended Northwesterly, 67.92 feet to the POINT OF BEGINNING of the tract of land hereinafter described; from said POINT OF BEGINNING, bear North 30 degrees and 00 minutes East, 33.44 feet to a Point of Curve, said curve having a central angle of 30 degrees and a radius of 35 feet; thence along said curve in a northerly direction and deflecting to the left, 18.33 feet to a Point of Tangent;

FILED  
MONROE COUNTY, FLORIDA  
CLERK OF COURTS  
MAY 1 2 1978

143802



**To Have and to Hold** the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee in fee simple.

**And** said Mortgagor does covenant with said Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that said land is free from all incumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

thence bear North, 143.25 feet to a Point of Curve, said curve having a central angle of 60 degrees and a radius of 35 feet; thence along said curve in a north-westerly direction and deflecting to the left, 36.65 feet to a Point of Tangent; thence bear North 60 degrees and 00 minutes West, 63.51 feet to a Point of Curve, said curve having a central angle of 60 degrees and 00 minutes and a radius of 35 feet; thence along said curve in a westerly direction and deflecting to the left, 36.65 feet to a Point of Tangent; thence bear South 60 degrees and 00 minutes West, 56.35 feet to a Point of Curve, said curve having a central angle of 41 degrees, 28 minutes and 18 seconds and a radius of 35 feet; thence along said curve in a southwesterly direction and deflecting to the left, 25.34 feet to a Point of Compound Curve, said curve having a central angle of 18 degrees, 31 minutes and 30 seconds and a radius of 154.64 feet; thence along said curve in a Southerly direction and deflecting to the left, 50 feet to a Point of Tangent; thence bear South, 63.70 feet; thence bear South 60 degrees and 00 minutes East, 183.14 feet, back to the POINT OF BEGINNING, containing 0.83 acres.

#### Office Building

A tract of land identified as "D-3" of VENTURE OUT, being recorded in Plat Book 6, at Page 56 of the Public Records of Monroe County, Florida.

#### Green Area South of Entrance

A tract of land identified as "D-2" of VENTURE OUT, being recorded in Plat Book 6, at Page 56 of the Public Records of Monroe County, Florida.

#### Green Area North of Entrance

A tract of land identified as "D-5" of VENTURE OUT, being recorded in Plat Book 6, at Page 56 of the Public Records of Monroe County, Florida.

\* \* \*

Subject to:

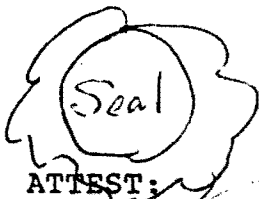
1. All easements, covenants, conditions, restrictions, reservations and encumbrances of record, and all applicable governmental rules and regulations.
2. Liens for real estate taxes first due and payable during 1978.
3. Articles of Incorporation and By-Laws of Grantee.
4. That certain Release and Discharge, executed by Grantee on April 28, 1978, in favor of Venture Out In America, Inc.

Grantor hereby warrants title to the real properties and will defend same against the lawful claims of all persons.

In testimony whereof, Grantor has caused its appropriate seal to be affixed hereto and this instrument to be signed by its President and attested by its Secretary, the day and year first above written.

VENTURE OUT IN AMERICA, INC.

By: Henry M. Hall



ATTEST:

[Signature]  
Secretary

RECORDED IN OFFICIAL RECORD BOOK  
MONROE COUNTY, FLORIDA  
RALPH W. WHITE  
CLERK OF CIRCUIT COURT  
RECORD VERIFIED

The foregoing instrument was acknowledged before me this 26th day of April, 1978, by Henry M. Hall the President of Venture Out In America, Inc.

Patricia M. Cole  
Notary

I was commissioned Patricia M. Rountree





113803

# This Mortgage Deed.

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.)

Executed the 28th day of APRIL A. D. 1978,  
by VENTURE OUT AT CUDJOE CAY, INC., a Condominium, as  
Florida non-profit corporation,

hereinafter called the Mortgagor, to SHANNON E. BERTRAM AND SARA E.  
BERTRAM, his wife,

hereinafter called the Mortgagee.

**Witnesseth,** that for divers good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date here with, hereinafter described, the said Mortgagor, does grant, bargain, sell, alien, remise release, convey and confirm unto the said Mortgagee, in fee simple, all that certain tract of land, of which the said Mortgagor is now seized and possessed, and in actual possession, situate in MONROE County, State of Florida, described as follows:

SEE SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

THIS INSTRUMENT PREPARED BY

*Robert T. Feldman*

ATTORNEY AT LAW

417 EATON STREET, KEY WEST, FLORIDA 33040

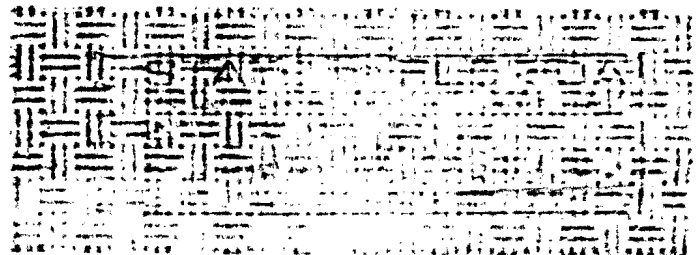
Received \$ 112.00 in payment of taxes on  
Intangible Personal Property pursuant to FS  
Chapter 199, R.S. by W. WHITE, CLERK CR. CT.,  
AGENT FOR Department of Revenue, State  
of Florida.

By

*W. White*

MAY 1 2 43 PM '78

FILED  
MONROE COUNTY, FLA.  
CLERK OF COUNTY COURT



To Have and to Hold the same, together with the tenements, hereditaments and appurtenances, unto the said Mortgagee in fee simple.

And said Mortgagor does covenant with said Mortgagee that said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey said land in fee simple as aforesaid; that said land is free from all incumbrances; that said Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that said Mortgagor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

# EXHIBIT "C"

## PART III FINANCIAL AND TECHNICAL INFORMATION

A copy of all Corporate Documents is herein included and made part of Exhibit "C"

### STATEMENT OF FACT:

Venture Out at Cudjoe Cay, Inc. is a condominium, being a Florida not-for-profit corporation, organized under the laws of the State of Florida, filed on August 12, 1975, and existing pursuant to chapter 718, of the Florida Statutes. The Florida document number of this corporation is 733544.

The condominium property consists of 659 subdivided units (lots), in addition to the areas identified as association common property, all within a location of approximately sixty-six (66) acres as evidenced by a certificate by a registered land surveyor. In accordance with Monroe County Land Development Regulations the property is zoned Urban Residential Mobile – Limited (URML).

A Venture Out owner possesses actual title to the condominium unit (lot) and a proportional undivided interest in the common elements and limited common elements, equal to 1/659 for each lot owned.

These common elements are identified, but are not limited to the following: secondary electric system, water distribution system, wastewater collection system, wastewater treatment system, the roads within the condominium, and any other areas which are for the common benefit and enjoyment of the owners of a Venture Out unit (lot).

The Condominium Association (corporation) possesses the right and responsibility, through its governing documents, to levy and collect a reasonable monthly assessment against the owners of each unit sufficient to cover each unit's proportionate share of the actual cost of operating and maintaining all common use property and facilities. The payment of the aforementioned assessment or installment thereof due the Association is secured by the Associations right of lien upon any unit in default.

A lien granted to the Association to secure the collection of a delinquent assessment also secures interest, as well as costs and reasonable attorney's fees incurred by the Association incident to the collection of the delinquent account and/or the enforcement of the lien.

Venture Out operates its waste treatment facility in accordance with DEP Facility Permit #FLA014946 which expires May 29<sup>th</sup>, 2014. The treatment facility is an existing 0.085mgd maximum month average daily flow, "MMADF," extended aeration consisting of 97,000 gallons of aeration volume, two sets of dual blower-motor assemblies, three clarifiers, dual chlorine contact chambers, and an aerobic digester with five (5) class V underground injection wells.

The Venture Out WWTP Facility Operating Permit was recently renewed by the FDEP in accordance with Chapter 99-395, Laws of Florida, and will be required to meet the more stringent discharge limits beginning on July 1, 2010.


Venture Out did retain the services of Weiler Engineering Corporation, and is currently in the process of modifying its WWTP facility to ensure full compliance of chapter 99-395 LOF.

Venture Out has always taken the established requirements and compliance date of Ch. 99-395 LOF, very serious. This is evidenced by the fact that in 2002 the Association had contracted with *Perez Engineering and Development, Inc.* to perform an engineering analysis of all Association utility infrastructure systems, and more specifically, the possible future required upgrades to our waste water treatment plant (WWTP).

The completed Venture Out infrastructure study, in June, 2002, noted that Venture Out was included in the Monroe County Implementation Plan, and was anticipated to be connected to a Cudjoe Key regional wastewater treatment facility by July 1, 2010. Florida Keys Aqueduct Authority (FKAA) is the agency which is responsible for the regional collection, treatment, and disposal of wastewater in the Florida Keys.

Venture Out has closely monitored the progress, or lack thereof, of the design and and/or implementation of a regional WWTP facility, by the FKAA. However, due to numerous Monroe County political and financial reasons over the years, FKAA has failed in their responsibility to provide regional wastewater service to the area, in compliance with chapter 99-935 LOF. In fact, FKAA is unable to even provide a date as to when it might possibly be available to the Venture Out community in the future.

Therefore, Venture Out at Cudjoe Cay, Inc. feels it most appropriate to pursue the avenue of full compliance with the Laws of Florida, which is in the best interest of the public, and seek certification and protection of its wastewater treatment facility from local supposed governing agencies proven to be incapable of providing this very important service.

  
Hans G. Pirner  
President

**DECLARATION**

**OF**

**CONDOMINIUM**

**for**

**VENTURE OUT**

**at**

**CUDJOE CAY, INC.**

**a**

**CONDOMINIUM**

**February 18, 2001**



PAGE 25 /

**TABLE OF CONTENTS**

<u>Article Number</u>	<u>Page Number</u>
<b>DECLARATION OF CONDOMINIUM</b>	
I. Submission Statement .....	1
II. Name .....	2
III. Identification of Units .....	3
IV. Ownership of Common Elements .....	3
V. Voting Rights .....	4
VI. Common Expenses and Common Surplus .....	4
VII. Method of Amendment of Declaration .....	5
VIII. By-Laws .....	5
IX. The Operation Entity .....	5
X. Assessments .....	6
XI. Provisions Relating to Rental/Sale of Condominium Units .....	7
XII. Insurance Provisions .....	7
XIII. Use and Occupancy .....	8
XIV. Maintenance and Alterations .....	10
XV. Termination .....	11
XVII. Miscellaneous Provisions .....	11
Exhibit A - Description of Property .....	16
Exhibit B - Plat of Property .....	17-25
<b>EXHIBIT C - BY-LAWS</b>	
I. Identity .....	BL-1
II. Membership and Voting Provisions .....	BL-1
II-A. Meetings of the Membership .....	BL-3
III. Directors .....	BL-4
IV. Officers .....	BL-8
V. Fiscal Management .....	BL-10
VI. Substantial Additions or Alterations.....	BL-11
VII. Compliance and Default .....	BL-11
VIII. Acquisition of Units .....	BL-11
IX. Amendments to the By-Laws .....	BL-15
X. Notices .....	BL-15
XI. Indemnification .....	BL-15
XII. Liability Survives Termination of Membership .....	BL-15
XIII. Limitation of Liability .....	BL-16
XIV. Parliamentary Rules .....	BL-16
XV. Liens .....	BL-16
XVI. RULES AND REGULATIONS .....	R&R1-25
1. Use and Occupancy .....	R&R - 1
2. Automobile Stickers, Identification Badges, and Visitor Permits .....	R&R - 4
3. Pets .....	R&R - 6
4. Signs .....	R&R - 7
5. Camping .....	R&R - 7
6. Parking .....	R&R - 7
7. Vehicular and Pedestrian Traffic .....	R&R - 7a

**TABLE OF CONTENTS (Continued)**

8. Guns and Fireworks .....	R&R - 8
9. Boats .....	R&R - 8
10. Construction and Landscaping .....	R&R - 9
11. Common Areas .....	R&R - 15
12. Additional Rules .....	R&R - 19
13. Administrative Rules .....	R&R - 22

**EXHIBIT D - ARTICLES OF INCORPORATION**

I-V. ....	A-1
VI-IX. ....	A-2
X-XII. ....	A-3
<b>INDEX</b> .....	<b>i-xiii</b>

# DECLARATION OF CONDOMINIUM

FILE #1183314  
BK#1637 PG#260

I.

## SUBMISSION STATEMENT

The undersigned, being the owner of record of the fee simple title to the real property situate, lying and being in Monroe County, Florida, as more fully described in the attached Schedule "A" hereby states and declares that said realty, together with improvements thereon is submitted to condominium ownership, pursuant to the Condominium Act of the State of Florida, Chapter 711\* et seq., Florida Statutes, 1965 (hereinafter referred to as the Condominium Act), and the provisions of said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration.

Definitions: As used in this Declaration of Condominium and By-Laws attached hereto, and all Amendments thereto, unless the context otherwise requires, the following definitions shall prevail:

A. Declaration, or Declaration of Condominium, or Enabling Declaration means this instrument, as it may from time to time be amended.

B. Association or Corporation means VENTURE OUT AT CUDJOE CAY, INC., a Non-profit Corporation, being the entity responsible for the operation of the Condominium.

C. By-Laws mean the By-Laws of VENTURE OUT AT CUDJOE CAY, INC., a Condominium, as they exist from time to time.

D. Common Elements mean the portions of the Condominium property not included in the Units.

E. Limited Common Elements mean and include those common elements which are reserved for the use of certain units, to the exclusion of all other units, or to the use of the Developer exclusively as set forth on the recorded plat.

F. Condominium means that form of ownership of condominium property under which units of improvements are subject to ownership by different owners, and there is appurtenant to each unit, as part thereof, an undivided share in the common elements.

G. Condominium Act means and refers to the Condominium Act of the State of Florida, Chapter 711\* et seq., Florida Statutes, 1965, as amended, and as same may be amended from time to time.

---

\* Currently Chapter 718 (As of March, 1998)

H. Common Expenses mean the expenses for which the unit owners are liable to the Association.

I. Common Surplus means the excess of all receipts of the Association, including, but not limited to, assessment, rent, profits and revenues on account of the common elements, over the amount of common expense.

J. Condominium Property means and includes the land in a condominium, whether or not contiguous, and all improvements thereof, and all easements and rights thereto, intended for use in connection with the condominium.

K. Assessment means a share of the funds required for the payment of common expenses which, from time to time, is assessed against the unit owner.

L. Condominium Parcel means a unit, together with the undivided share of the common elements, which is appurtenant to the Unit.

M. Condominium Unit, or Unit, means a part of the Condominium property which is to be subject to private ownership.

N. Unit Owner, or Owner of a Unit, or Parcel Owner, means the owner of a Condominium parcel.

O. Developer means VENTURE OUT IN AMERICA, INC., a Delaware corporation, domesticated to do business in Florida, its assigns or successors.

P. Institutional Mortgagee means a Bank, Savings and Loan Association, Insurance Company, Union Pension Fund, or any other lender authorized to do business in the State of Florida, or an Agency of the United States Government.

Q. Occupant means the person or persons, other than the Unit Owner, in possession of a unit.

R. Condominium Documents mean this Declaration, the By-Laws and all Exhibits annexed hereto as the same from time to time may be amended.

S. Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 3 of the Condominium Act.

## II.

### NAME

The name by which this Condominium is to be identified is:

**VENTURE OUT AT CUDJOE CAY, INC., a Condominium**

III.

IDENTIFICATION OF UNITS

A. The Condominium property consists essentially of the units subdivided within the area described in Exhibit "A". For the purpose of identification, all units in the area on said Condominium property are given identifying numbers and delineated on the survey exhibits collectively identified as Exhibit "B", attached hereto and made a part of this Declaration. Developer may from time to time enter further descriptions and plats to form the whole of Exhibit "B". No unit bears the same identifying number as does any other unit. The aforesaid identifying number as to the unit is also the identifying number as to the parcel. The said Exhibit "B" also contains a survey of the land, a plat plan, and together with this Declaration, they are in sufficient detail to identify the location, dimensions and size of the common elements and of each unit, as evidenced by the Certificate of the Registered Land Surveyor, hereto attached. The legend and notes contained within the said Exhibit are incorporated herein and made a part hereof by reference.

B. Provided, however, that until all Condominium parcels have been sold by the Developer, no parcel shall be deemed to have been submitted to this Declaration as to Association management and control but as to the restrictions of use, apportionment of expenses (including accounting costs), the By-Laws, assessments, etc., shall apply; provided further, however, whenever the Developer actively ceases to generate sales, it shall be interpreted as the event of completion of sales.

IV.

OWNERSHIP OF COMMON ELEMENTS

A. The unit owners of the Condominium shall own a proportional undivided interest in the common elements and limited common elements, if any are shown upon the plat or plats identified fully as Exhibit "B", equal to 1/659 for each lot owned.

B. The fee title to each Condominium parcel shall include both the Condominium unit and the above respective undivided interest in the common elements, said undivided interests in the common elements to be deemed to be conveyed or encumbered with its respective Condominium unit, even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the Condominium unit. Any attempt to separate the fee title to a Condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void. The term "common elements", when used throughout this Declaration, shall mean both common elements and limited common elements, unless the context otherwise specifically provides or requires.

C. These common elements include, but are not limited to, the following: The water distribution system, the sewage collection system, the roads within the Condominium property (excepting State or Federal roads), pathways, as shown on the Condominium subdivision plat, bathhouses, recreation facilities in the recreation area, service facilities located in common use



areas, beaches, parks, parking areas, drainage facilities, and any other areas which are for the common benefit and enjoyment of the owners of the lots included within Exhibit "A".

V.

FILE # 1 1 8 3 3 1 4  
BK# 1 6 3 7 PG# 2 6 3

### VOTING RIGHTS

A. There shall be one person with respect to each unit ownership who shall be entitled to vote at any meeting of the unit owners; such person shall be known (and is hereinafter referred to) as a "voting member".

B. If a unit is owned by more than one person, the owners of said unit shall designate one of them as a voting member, or in the case of a corporate unit ownership, an officer or an employee thereof shall be designated the voting member. The designation of the voting member shall be made as provided by, and subject to, the provisions and restrictions set forth in the By-Laws of the Association. The total number of votes shall be equal to the total number of units in the Condominium, as declared as of that date, and each Condominium unit shall have no more and no less than one (1) equal vote in the Association. If one (1) individual owns two (2) Condominium parcels, he shall have two (2) votes, etc. The vote of a Condominium unit is not divisible.

C. Unit ownership, for the purposes of voting rights, is defined as ownership in fee title; however, should a person acquire the unexpired term of a ninety-nine year leasehold interest in and to a unit, said Lessee shall be entitled to the voting rights for said unit.

VI.

### COMMON EXPENSES AND COMMON SURPLUS

A. Subject to the qualification of Section III, B, the common expenses of the Condominium shall be shared by the unit owners as specified and set forth in Item 7 herein below. The foregoing ratio of sharing common expenses and assessments shall remain regardless of the purchase price of the Condominium parcels, their location or the square footage included in each Condominium unit. Until all Condominium parcels in the subdivision are sold by the Developer, no parcels will be subject to Condominium; however, expenses for the operation and maintenance of the Condominium parcels and all common use elements will be paid by the Condominium parcel owner in the amount of 1/659 of the total amount thereof per month, payable quarterly, including in such calculation the cost of accounting therefor; PROVIDED, however, during the time of sales and until such time as all lots have been sold or are being rented by the Developer, each owner shall pay a proportional part of expense in ratio to total lots sold at end of each month.

B. Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage ownership interest in the common elements.

VII.

**METHOD OF AMENDMENT OF DECLARATION**

A. This Declaration may be amended by an affirmative vote of not less than three-quarters (3/4) of a quorum at any regular or special meeting of the unit owners of this Condominium, called and convened in accordance with the By-Laws.

B. Any amendments shall be recorded and certified as required by the Condominium Act. No amendments shall change any Condominium parcel nor a Condominium unit's proportionate share of the common expenses or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof, and all record owners of mortgages, or other voluntarily placed liens thereon, shall join in the execution of the amendment. No amendment shall be passed which shall impair or prejudice the rights of any Lessor's interest under any lease.

VIII.

**BY-LAWS**

A. The operation of the Condominium property shall be governed by the By-Laws which are set forth in a document entitled "By-Laws of VENTURE OUT AT CUDJOE CAY, INC., a Condominium," which is annexed to this Declaration, marked Exhibit "C" and made a part hereof.

B. No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment of this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium parcel(s).

**THE OPERATION ENTITY**

A. The name of the Association responsible for the operation of the Condominium is set forth in Article II hereinabove; said Corporation, when organized, shall be a non-profit Florida Corporation, organized and existing pursuant to the Condominium Act. The said Association shall have all of the powers and duties granted to or imposed upon it by this Declaration, the By-Laws of the Association and its Articles of Incorporation, which Articles of Incorporation are attached hereto, marked Exhibit "D" and made a part hereof.

B. Every owner of a Condominium parcel, whether he has acquired his ownership by purchase, by gift, conveyance, or transfer by operation of law, or otherwise, shall be bound by the By-Laws of said Association, the Articles of Incorporation of the Association, and by the provisions of this Declaration.

## ASSESSMENTS

A. The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the common expenses of the Condominium Property, and such other assessments or are specifically provided for in this Declaration and the By-Laws of the Association.

B. The payment of any assessment or installment thereof due to the Association shall be in default if such assessment, or any installment thereof, is not paid unto the Association on or before the due date for such payment. When in default, the delinquent assessment or installation thereof due to the Association shall bear interest at the maximum rate as allowed by law from the due date until paid. The lien granted to the Association to secure collection of delinquent assessments shall also secure interest, as well as costs and reasonable attorney's fees incurred by the Association incident to the collection of the delinquent account and/or enforcement of the lien. The Board of Directors may take such action as they deem necessary to collect assessments by personal action, or by enforcing and foreclosing said lien, and may settle and compromise the same, if in the best interests of the Association. Said lien shall be effective as in the manner provided for by the Condominium Act, and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the Condominium parcel, and the Plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and or occupant.

C. The Association shall have the right, in lieu of foreclosure, if it deems it prudent to take possession of the said Condominium unit and offer the same for rental. Proceeds of such rent shall be credited to arrearages until all sums due the Association are collected. The Association shall likewise, if necessary, in order to carry out this right of rental, remove any travel trailer in place on such Condominium parcel and place the same in storage, all without liability to the owner. The selection of this mode of procedure in payment of the lien established by said arrearages and delinquencies shall not be exclusive, and the Association may, at any time, proceed in foreclosure should they deem the same necessary, or expedient, or prudent, and no question of judgment may be raised, as this right of renting is an absolute right and a part of this Declaration.

D. Any person who acquired an interest in a unit including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owner have been paid.

E. The Condominium Association formed shall levy and collect a reasonable monthly assessment against the owners of each unit sufficient to cover each unit's proportionate share of the actual cost of operating and maintaining all common use property and facilities, providing

water, electricity and garbage disposal service, sewage service, and general maintenance, and carrying out its duties hereunder as "management". Likewise, the Association shall include in the assessment so made the sum adequate to pay all real property taxes on the Condominium parcel as well as the common elements. The collection of these sums shall be provided for in an adequate manner to assure the maintenance necessary.

FILE # 1 1 8 3 3 1 4  
BK# 1 6 3 7 PG# 2 6 6

## XI.

### PROVISIONS RELATING TO RENTAL OR SALE OF CONDOMINIUM UNITS

A. No restrictions are placed herein with respect to the rental of Condominium units except that all rentals shall be made in accordance with such rules as may be promulgated from time to time by the Association in order to insure that rentals of Condominium units are effected in a manner which will not interfere with the peaceful possession and proper use of the Condominium property by the residents thereof. For all leases of units for a term of thirty (30) days or more or which extend for a cumulative total of thirty (30) days or longer in any twelve (12) month period, the Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit up to the highest amount allowable by law which may be placed by the Association in a co-mingled account without interest. Upon termination of occupancy of the unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, including but not limited to damage to the Common Elements, and Limited Common Elements. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the depositor, if requested, by the Association not later than thirty (30) days from the date of notice to the Association of the termination of occupancy of the Unit.

B. No resale transaction shall be accomplished with respect to any unit effecting a change in ownership upon the books until there shall have been paid by the buyer a transfer fee (the maximum allowed by Florida Condominium Law) to compensate Park management for record changes, inspection, decals, etc., together with such additional sums as may be required to satisfy unpaid common expenses.

## XII.

### INSURANCE PROVISIONS

#### A. LIABILITY INSURANCE

The Board of Directors of the Association shall obtain Public Liability and Property Damage insurance covering all of the common elements and the Condominium units, and insuring the Association and the unit owners as its and their interests appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be \$250,000/\$500,000/\$100,000. Said insurance shall include, but not limit the same, to water damage, legal liability, hired automobile, non-owned

automobile and off-premises employee coverages. All liability insurance shall contain cross-liability endorsement to cover liabilities of the unit owners as a group to a unit owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a common expense.

FILE # 1 1 8 3 3 1 4  
BK# 1 6 3 7 PG# 2 6 7

## B. CASUALTY INSURANCE

1. Purchase of Insurance. The Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance insuring all of the insurable improvements within the Condominium including personal property owned by the Association, in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company acceptable to the standards set by the Board of Directors of the Association, in an amount equal to the maximum insurable, replacement value as determined annually by the Board of Directors of the Association; the premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and charged as a common expense. The company or companies with whom the Association shall place its insurance coverage as provided in this Declaration must be good and responsible companies authorized to do business in the State of Florida.

2. Loss Payable Provisions. All policies purchased by the Association shall be for the benefit of the Association, all unit owners and their mortgagees, if any as their interests may appear.

3. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be made from the insurance proceeds; and if there is a balance in the funds after payment of all costs of the repair and restoration, such balance shall be distributed to the Association's General Fund.

4. Plans and Specifications. Any repair and restoration must be substantially in accordance with the plans and specifications for the original improvements, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld.

5. Such other insurance shall be carried as the Board of Directors of the Association shall determine in its discretion from time to time to be desirable.

6. Each individual unit owner shall be responsible for purchasing at his own expense, any additional liability insurance as he may deem necessary, to cover accidents, occurring upon his own unit, and for the purchasing of insurance upon his own personal property.

## XIII.

### USE AND OCCUPANCY

A. All units within the Condominium are hereby designated for recreational and residential living purposes, and may be used for the placement of recreational vehicles, as



designated herein, the construction of mobile homes and such other structures as may be approved from time to time. All construction must be performed in accordance with Venture Out construction rules and any other applicable building code provisions. Mobile homes and all units shall be inspected annually for proper maintenance and condition. Recreational vehicles are subject to the approval of the Venture Out management, and will be inspected and approved as to condition and road readiness as specified in the Rules and Regulations (Article XVI of the By-Laws). Only commercially manufactured motor homes, mini-motor homes, fifth wheels, pickup campers, and travel trailers that are in good condition and require full hookups will be accepted. Not permitted are tents, foldout campers, non-commercial conversions of trucks, busses, and vans. When the unit is not actually in use, personal property shall not be permitted to remain where it can be seen by other unit owners or visitors to the area, with the exception of the dwelling as provided immediately above, tables, benches, and such as other items as provided in the Rules and Regulations (Article XVI of the By-Laws). The construction and maintenance of fences on the unit is prohibited, except as provided herein.

B. No animals or fowl shall be kept or maintained on the unit except the customary household pets, and then only on a leash. No signs of any kind shall be displayed on any unit without the written consent of the Association, or its assigns or successors.

C. An easement ten (10) feet in width is reserved along or across each of the unit lines of each site in the subdivision for the installation and maintenance of utility services and it is understood that such easement may be used by the subdivider and/or its successors and assigns for such installation and maintenance, as the case might be.

D. No outside toilets shall be installed or allowed on any unit. Venture Out will or has installed suitable and adequate sanitary facilities as provided by the Laws of the State of Florida, and each user of such facilities agrees to protect the same and prevent loss or damage to accrue thereto.

E. No nuisance shall be allowed upon the Condominium property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, or any fire hazard allowed to exist.

F. All units in the subdivision are restricted to recreational and residential use, and no commercial activities shall be conducted thereon.

G. These restrictions shall be considered as covenants running with the land, and shall bind the purchasers of all units shown on the subdivision plat or plats hereinbefore referred to, recorded or to be recorded, their heirs, executors, administrators, successors, and assigns, and if said owners, or any of them, their heirs, executors, administrators, successors or assigns, shall violate or attempt to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such unit in the subdivision in which said unit is situated to prosecute any

to violate any of the covenants or restrictions herein contained, it shall be lawful for any person or persons owning any such unit in the subdivision in which said unit is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages for such violation, including costs of the suit and a reasonable attorney's fee. Any invalidation of any of these covenants and restrictions shall in no way affect any other provisions thereof which shall hereafter remain in full force and effect.

H. The unit owner shall not permit or suffer anything to be done or kept in or on his unit which will increase the rate of insurance on the Condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the Condominium property.

I. No person shall use the common elements or any part thereof, or a Condominium unit or the Condominium property or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

J. The current Rules and Regulations, included in the Association's Condominium Documents marked "Exhibit E," and captioned "RULES AND REGULATIONS" shall govern the use and occupancy of all Condominium Property and all construction on all Condominium units. The unit owners shall at all times obey said Rules and Regulations and shall be responsible to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. Said Rules and Regulations shall remain effective until amended as provided in the By-Laws and shall be binding upon all unit owners. A current copy of the Association's Condominium Documents shall be distributed to the owner of each unit and shall be on file at the Association office.

#### XIV.

#### MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a contract with any firm, person, or corporation for maintenance and repair of the condominium property, and may join with other Condominium corporations in contracting with the same firm, person, or corporation for maintenance and repair.

The Board of Directors may likewise enter into a contract with the owners of any public utility for the furnishing of such public services as electricity or sewage disposal to the Condominium. This may include the purchase by the Condominium of wholesale electricity or the payment or the use of any sewage disposal plant. The Board of Directors may likewise, from

time to time, enter into long term leases for the use of such public service utilities or may purchase the same outright and thereafter the said facility may, by an amendment to this Declaration become a part of the common use elements. The Association hereby reserves the right to be provided water to its facilities and operations through the pipes of the Condominium. Each unit in the Condominium is improved with pipes for the delivering to individual units for water from the same source and each unit owner purchases his interest in said pipes as same relate to his unit and a common interest in the general facility providing water.

B. There shall be no material alterations, or substantial additions to the common elements or limited common elements, except as provided immediately hereinabove in Section "A", or except as the same are authorized by the Board of Directors, and ratified by the affirmative vote of the voting members casting no less than seventy-five percent (75%) of the total votes of the members of the Association present at any regular or special meeting of the unit owners called for that purpose; provided the aforesaid alterations or additions do not prejudice the right of any unit owner unless his consent has been obtained. The cost of the foregoing shall be assessed as common expense. Where any alterations or additions, as aforescribed, are exclusively or substantially exclusively for the benefit of the unit owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the unit owners exclusively or substantially exclusively benefitting and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit unit owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by not less than seventy-five percent (75%) of the total votes of the unit owners, exclusively or substantially exclusively benefitting therefrom, and where said unit owners are ten (10) or less, the approval of all but one (1) shall be required.

XV.

TERMINATION

This Condominium may be voluntarily terminated in the manner provided for by applicable law.

XVI.

MISCELLANEOUS PROVISIONS

A. Escrow Account for Insurance and Certain Taxes; There shall be established and maintained in a local, national or state bank, or Federal or State Savings and Loan Association, two (2) interest bearing savings deposit accounts, in order to accumulate sufficient monies for the following purposes:

- 1) To pay all insurance premiums for insurance on the Condominium property obtained and purchased by the Association pursuant to Article XII of this Declaration; and
- 2) To pay all real or personal property taxes assessed by the taxing authorities aforescribed, for property owned by the Condominium or taxes which the Condominium is required to pay as part of its common expenses.

B. On or before the 28th day of each month the Treasurer of the Condominium Association shall cause two (2) checks to be issued and drawn on the Association's bank account; each check being equal respectively to 1/12th of the estimated yearly amounts as to items (1) and (2) above. Said checks shall be immediately deposited into the appropriate savings deposit account.

C. Should a Condominium unit owner fail to pay that portion of the monthly assessment relating to Items 1 and 2 above within thirty (30) days from the due date, the Condominium Association shall have the right, but it is not required, to advance the necessary funds, so as to deposit the required monthly sum into the savings deposit accounts.

D. The Condominium Association shall have a lien for all sums so advanced, together with interest at the highest legal rate thereon. It shall also have the right to assign its lien on any unit owner or group of unit owners or to any third party.

E. The Condominium unit owners herein consent to the establishment of such a lien as a result of these advances in favor of the institution(s) or Association, as aforescribed. However, no such foreclosure action may be brought by said institution or individual or group of individuals where the Association advances the necessary funds and assigns its lien, until the delinquent unit owner has received not less than ten (10) days' written notice in this regard.

F. The owner of the respective Condominium unit shall not be deemed to own pipes, wires, conduits, roads, sewage connections, etc., or other public utility lines running through the Condominium parcel or unit which are utilized by or serve more than one (1) Condominium unit, which items are by these presents, made a part of the common elements.

G. The owners of the respective Condominium units agree that if any portion of a Condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist.

H. That no owner of a Condominium parcel may exempt himself from liability for his contribution toward the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his Condominium unit.

I. For the purposes of ad valorem taxation, the interest of the owner of a "Condominium Parcel" in his Condominium unit, and in the "Common Elements", shall be considered as a unit. The value of said unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements as has been assigned to said unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements.



J. All provisions of this Declaration and Exhibits attached hereto and Amendments thereof, shall be construed to be covenants running with the land, and of every part thereof and interest therein, including, but not limited to, every unit and the appurtenances thereto, and every unit owner and claimant of the property or any part thereof or of any interest therein, and his/her heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and Amendments hereof.

K. If any provisions of the Declaration or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstances, is held invalid the validity of the remainder of this Declaration, By-Laws attached hereto or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

L. Whenever notices are required to be sent hereunder, the same may be delivered to unit owners, either personally or by mail addressed to such unit owners at their place of residence in the Condominium, unless the unit owner has, by written notice duly received for, specified a different address. Proof of such mailing or personal delivery by the Association shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Association shall be delivered by mail to the office of the Association at:

701 Spanish Main Drive  
Cudjoe Key, Florida 33042-4333

or such other place as designated by the Board of Directors.

M. The Association reserves the right to install certain utility services underground, over and across any unit or common use area or facility to serve areas other than those involved in this Condominium development described herein, as well as those within the Condominium, and includes maintenance of the same.

N. Notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice duly received for. Notices required to be given the personal representative of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail to such party at this or its address appearing in the records of the Court wherein the estate of such deceased owner is being administered.

O. The "Remedy for Violation", provided for by Section 23 of the Condominium Act, shall be in full force and effect. In addition thereto should the Association find it necessary to bring a Court action to bring about compliance with the law, this Declaration and the By-Laws, upon a finding by the Court that the Violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the court.

P. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and use of the singular shall include the plural, and the plural shall include the singular

The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

Q. The captions used in this Declaration and Exhibits annexed thereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits annexed hereto.

R. If any term, covenant, provision, phrase, or other element of the Condominium documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to effect, alter, modify or impair in any manner whatsoever; any other term, provision, covenant, or element of the Condominium documents.

S. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the property or the Condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of common expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon.

IN WITNESS WHEREOF, VENTURE OUT IN AMERICA, INC., a Delaware corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary this 2nd day of November, 1970.

VENTURE OUT IN AMERICA, INC.

(Corporate Seal)

By s/HAZEN KREIS

ATTEST:

s/HENRY T. OGLE  
Secretary

Signed, sealed and delivered in the presence of:

s/CAROLYN A. BURNS

s/LaVONNE R. SEWELL

STATE OF TENNESSEE )

: ss

COUNTY OF KNOX )

Before me, the undersigned authority, personally appeared Hazen Kreis, to me well known to be the person described in and who executed the foregoing instrument as President of VENTURE OUT IN AMERICA, INC., a Delaware corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation, and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument as the free act and deed of said corporation.

WITNESS my hand and official seal at Knoxville, Knox County, Tennessee, this 23rd day of December, 1970.

s/SYLVIA G. WHITLOCK (SEAL)  
Notary Public

My commission expires: January 18, 1971

STATE OF TENNESSEE )

: ss

COUNTY OF KNOX )

Before me, the undersigned authority, personally appeared Henry T. Ogle, to me well known to be the person described in and who executed the foregoing instrument as Secretary of VENTURE OUT IN AMERICA, INC., a Delaware corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation and that the seal affixed thereto is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporation and that said instrument is the free act and deed of said Corporation.

WITNESS my hand and official seal at Knoxville, Knox County, Tennessee, this 23rd day of December, 1970.

s/SYLVIA G. WHITLOCK (SEAL)  
Notary Public

My commission expires: January 18, 1971

**DESCRIPTION OF PROPERTY****VENTURE OUT OF AMERICA, INC.****CUDJOE CAY**

All of Tract "A" of "Cudjoe Ocean Shores": according to the Plat hereof as recorded in Plat Book 5 at Page 107 of the Public Records of Monroe County, Florida, containing 63.87 acres, more or less.

All lots (herein "Condominium Parcels") as shown on the attached plats shall be used exclusively for recreational resort purposes (See Declaration of Condominium) and uses incidental and complimentary thereto. Areas designated as "Common Use" are for the benefit and enjoyment of all owners of all the Condominium Parcels in the subdivision and such designation shall constitute a dedication of all such areas and improvements thereon situated to owners of the Condominium Parcels as shown on said plat. There are no "Public" areas or facilities. "Limited Common Use" is defined to mean that the Developer retains a co-use with Condominium owners to those areas so designated for access to its property not included in the subdivision.

\* \* \* \* \*

\* \* \* \* \*

FILE #1 2 2 7 1 0 9  
BK#1 6 8 5 PG#9 9

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

VENTURE OUT CONDOMINIUM

**DECLARATION**

of

**CONDOMINIUM**

**BY-LAWS**

**EXHIBIT "C"**

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

PAGES BL-1 - BL-17

\* \* \* \* \*

\* \* \* \* \*

**VENTURE OUT OF CUDJOE CAY, INC., a CONDOMINIUM****ARTICLE I. IDENTITY**

The following By-Laws shall govern the operation of the Condominium known as VENTURE OUT AT CUDJOE CAY, INC., a Condominium described and named in the Declaration of Condominium, to which these By-Laws are attached; VENTURE OUT AT CUDJOE CAY, INC., a Condominium, being a Florida Corporation not for profit, organized and existing pursuant to Chapter 711, Florida Statutes, 1965, known as the Condominium Act.

Section 1. The office of the Association shall be at the Condominium property or at such other place as may be subsequently designated by the Board of Directors.

Section 2. As used herein, the word "Corporation", shall be equivalent of "Association," as defined in the Declaration of Condominium to which these By-Laws are attached, and all other words, as used herein, shall have the same definition as attributed to them in the Declaration of Condominium to which these By-Laws are attached.

**ARTICLE II. MEMBERSHIP AND VOTING PROVISIONS**

Section 1. The Corporation shall not issue stock or certificates.

Section 2. Membership in the Corporation shall be limited to owners of Condominium units, as identified in the preceding Declaration of Condominium. Transfer of unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation, said membership is to become vested in the transferee. If unit ownership is vested in more than one person, then all of the persons so owning said unit shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a unit shall be cast by the "voting member". If unit ownership is vested in a Corporation, said Corporation may designate an individual officer or employee of the Corporation as its "voting member". Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium parcel, where the approval of the Board of Directors of the Association is required, as set forth in these By-Laws and the Declaration of Condominium to which they are attached, shall be accompanied by an application fee in an amount to be set by the Board of Directors to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred by the Board of Directors.

**Section 3. Voting**

(a) The owner(s) of each Condominium unit shall be entitled to one (1) vote for each Condominium unit owned. If a Condominium unit owner owns more than one (1) unit he



shall be entitled to one (1) vote for each unit owned. The vote of a Condominium unit shall not be divisible.

(b) A majority of the unit owner's total votes shall decide any question unless the By-Laws or Declaration of Condominium provide otherwise, in which event the voting percentage required in the By-Laws or the Declaration of Condominium shall control.

#### Section 4. Quorum

Unless otherwise provided in these By-Laws, 330 or more units/owners present in person or by proxy of a majority of the unit owners' total votes shall constitute a quorum.

#### Section 5. Proxies

Votes may be cast in person or by proxy. All Proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 6), and shall be filed with the Secretary prior to the meeting in which they are to be used, and shall be valid only for the particular meeting designated therein. Where a unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

#### Section 6. Designation of Voting Member

If a Condominium unit is owned by one (1) person, his/her right to vote shall be established by the recorded title to the unit. If a Condominium unit is owned by more than one (1) person, the person entitled to cast the vote for the unit shall be designated in a Certificate signed by all of the recorded owners of the unit and filed with the Secretary of the Association. If a Condominium unit is owned by a Corporation, the officer or employee thereof entitled to cast the vote of the unit for the Corporation shall be designated in a Certificate for this purpose, signed by the President or Vice President and attested to by the Secretary or the Assistant Secretary of the Corporation, and filed with the Secretary of the Association. The person designated in these Certificates who is entitled to cast the vote for a unit shall be known as the "voting member". If such a certificate is not on file with the Secretary of the Association for a unit owned by more than one (1) person or by a Corporation, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except if said unit is owned by husband and wife. Such Certificates shall be valid until revoked, or until superseded by a subsequent Certificate, or until a change in ownership of the unit concerned. If a Condominium unit is jointly owned by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a unit is not divisible.)

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the unit vote, just as though he or she owned the unit individually, and without establishing the concurrence of the absent person.

## ARTICLE II-A MEETINGS OF THE MEMBERSHIP

### Section 1. Place

All meetings of Corporation membership shall be held at the Condominium property, or at such other place and time as shall be designated by the Board of Directors of the Association and stated in the Notice of Meeting.

### Section 2. Notices

It shall be the duty of the Secretary to mail a notice of each annual or special meeting, setting a time and place thereof to each unit owner of record, at least fourteen (14) days, but not more than forty (40) days prior to such meeting. Notice of any special meeting shall state the purpose thereof. All notices shall be mailed to or served at the address of the unit owner as it appears on the books of the Corporation.

### Section 3. Order of Business

The order of business at annual members' meetings, and, as far as practical, to all other members' meetings shall be:

- |  |   |
|--|---|
| (a) Election of Chairman of the meeting.               | (f) Reports of committees.              |
| (b) Calling of the roll and certifying of proxies.     | (g) Election of inspectors of election. |
| (c) Proof of notice of meeting or waiver of notice.    | (h) Election of Directors.              |
| (d) Reading and disposal of any<br>unapproved minutes. | (I) Unfinished business.                |
| (e) Reports of officers.                               | (j) New business.                       |
|  | (k) Adjournment.                        |

### Section 4. Annual Meeting

The annual unit owners' meeting shall be held at the resort, Venture Out at Cudjoe Cay, during the first quarter of each calendar year with the time and date to be determined by the directors. At the annual meeting, the members shall elect by a plurality vote a Board of Directors and transact such other business as may be properly brought before the meeting.

### Section 5. Special Meeting

Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of voting members representing a majority of the unit owners' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to objects stated in the notice thereof.

### Section 6. Waiver and Consent

Whenever the vote of members at a meeting is required or permitted by any provision of the statutes or of the Articles of Incorporation, or these By-Laws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if all the members who would have been entitled to vote upon the action if such meeting were held, shall consent in writing to such action being taken.

### Section 7. Adjourned Meeting

If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

### Section 8. Voting Member

Approval or disapproval of a unit owner upon any matter, whether or not the subject of an Association meeting, shall be by the "voting member"; provided, however, where a unit is owned jointly by a husband and wife and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

## ARTICLE III. DIRECTORS

Section 1(a). The Board of Directors shall consist of three (3) members during the first Corporation year and nine (9) members thereafter. At the first corporate meeting all nine (9) directors shall be elected, three (3) for terms of one (1) year, three (3) for two-year terms, and three (3) for three-year terms. Thereafter, at each annual meeting of the membership, the directorships of those whose terms have expired shall be elected from the voting members for a period of three (3) years; it being the intent that there shall be three (3) directors elected at each annual membership meeting for a period of three (3) years. Each member of the Board of Directors, other than the initial Board, shall be either the owner of a Condominium unit or an owner of an interest therein. Once elected and qualified, the directors shall serve until their successors have been elected and qualified or until disqualified under other paragraphs of this document.

Section 1(b). No person on the Board of Directors may be an employee of the Association during any part of their tenure as Director.

Section 2. First Board of Directors

(a) The first Board of Directors, who shall serve until their successors have been elected and qualified (See Article II, Section 8), shall consist of the following:

HAZEN KREIS  
ROBERT A. EPPERSON  
HENRY T. OGLE

(b) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

Section 3. Removal of Directors

Any one or more of the Directors may be removed or recalled with or without cause by the affirmative vote or agreement in writing (of) the voting members of a majority of the total voting members of the Association. If the removal or recall is at a membership meeting a successor may then and there be elected to fill the vacancy thus created. If the recall is by agreement in writing, the Association shall call a special members' meeting to fill the vacancy or vacancies giving notice as required in these By-Laws, which notice is to be given not more than twenty (20) days after receipt of the written agreement. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided in Section 4 below.

Section 4. Vacancies on Directorate

If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, though less than a quorum, shall choose a successor or successors, who shall fill the vacancy for the unexpired term of the seat being filled. The election held for the purpose to filling said vacancies may be held at any regular or special meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors

Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. More than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. In the event a Director ceases to be an owner of a Condominium unit or having an interest therein, or in the event corporate ownership ceases to be an officer of said corporation, then the directorship shall immediately and automatically terminate.

No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment and said delinquency shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors.

#### Section 6. Regular Meetings

The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall nevertheless be given to each Director personally or by mail, telephone or telegraph, at least five (5) days prior to the day named for such meeting.

#### Section 7. Special Meetings

Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of no less than one-third (1/3) of the members of the Board. No less than five (5) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place, and purpose of the meeting.

#### Section 8. Director's Waiver of Notice

Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

#### Section 9. Quorum

At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meetings which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

#### Section 10. Compensation

The Directors' fees, if any, shall be determined by the "Voting Members".

#### Section 11. Powers and Duties

The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by the

Declaration of Condominium or by these By-Laws directed to be exercised and done by the unit owners. These powers shall specifically include, without limitation, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Articles of Incorporation of this Corporation and in the Condominium Act, and in the Not-for-Profit Corporation Act, and all powers and duties incidental thereto.

(b) To make assessments, collect said assessments, and use and expend the assessments to carry out the purpose and powers of the Corporation, and also to levy fines in accordance with the procedure as set forth in Article VII, Section 6 of these By-Laws for violations of the Rules and Regulations as promulgated and amended from time to time or violations of the Condominium Act, the Declaration of Condominium, these By-Laws or the Articles of Incorporation, which fines shall be levied against the unit occupied by the violator, whether or not the violator is an owner of the unit.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium property and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the common elements and Condominium property and the use and maintenance of the Condominium units therein.

(e) To contract for the management of the Condominium and to designate to such Manager all of the powers and duties of the Association except those which may be required by the Declaration of Condominium to have approval of the Board of Directors or membership of the Association.

(f) Designate one or more committees which, to the extent provided in the resolution designating such committees, shall have the powers of the Board of Directors in the management of the business and affairs of the Corporation. Such committees to consist of at least three (3) members of the Corporation, one of whom shall be a Director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committees shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

(g) To use and disburse the proceeds of assessment and operation of the Condominium property.

(h) The maintenance, repair, replacement and operation of the Condominium property.

(i) The reconstruction of improvements after casualty and the further improvement of the property.



(j) To enforce by legal means the provisions of the Condominium documents, the Articles of Incorporation, the By-Laws of the Association, the regulations for the use of the property in the Condominium.

(k) To pay taxes and assessments which are liens against any part of the Condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.

(l) To pay all the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to owners of individual units.

The foregoing powers shall be exercised by the Board of Directors or its Manager, or employees subject only to approval by unit owners when such is specifically required.

#### **ARTICLE IV. OFFICERS**

##### **Section 1. Elective Officers**

The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One (1) person may not hold more than one (1) of the aforesaid offices, except one (1) person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors.

##### **Section 2. Election**

The officers of the Corporation designated in Section 1 above shall be elected annually by the Board of Directors, at the Organizational Meeting of each new Board following the meeting of the members.

##### **Section 3. Appointive Officers**

The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board deems necessary.

##### **Section 4. Term**

The officers of the Corporation shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors (e.g., if the Board of Directors is composed of nine (9) persons, then five (5) of said Directors must vote for removal). If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

**Section 5. The President**

He shall be the Chief Executive Officer of the Corporation; he shall preside at all meetings of the unit owners with their consent, and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Corporation and other officers. He shall sign all written contracts to perform all the duties incident to the office and which may be delegated to him from time to time by the Board of Directors.

**Section 6. The Vice President**

He shall perform all of the duties of the President in his absence or disability and such other duties as may be required of him from time to time by the Board of Directors.

**Section 7. The Secretary**

He shall issue notices of all Board of Directors' meetings and all meetings of the unit owners; he shall attend and keep the minutes of the same; he shall have charge of all of the Corporation's books, records and papers except those kept by the Treasurer. He shall have custody of the seal of the Association. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent or incapacitated.

**Section 8. The Treasurer**

(a) He shall have custody of the Corporation funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name of and to the credit of the Corporation in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each unit in the manner required by Section 711.12(7)(B) of the Condominium Act.

(b) He shall disburse the funds of the Corporation as may be ordered by the Board in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as Treasurer and of the financial condition of the Corporation.

(c) He shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors.

(d) He shall give status reports to potential transferees, on which reports the transferees may reply.

(e) The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent or incapacitated.

**Section 1. Depositories**

The funds of the Corporation shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time, upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Corporation as may be designated by the Board of Directors. Obligations of the Corporation shall be signed by at least two officers of the Corporation.

**Section 2. Fidelity Bonds**

The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association and any contractor handling or responsible for Association funds, shall be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be an amount sufficient to equal the monies an individual handles or has control via a signatory or a bank account or other depository account.

**Section 3. Fiscal Year**

The fiscal year for the Corporation shall begin on the first day of April of each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems is advisable.

**Section 4. Determination of Assessments**

(a) The Board of Directors of the Corporation shall fix and determine, from time to time, the sum or sums necessary and adequate for the common expenses of the Condominium property.

Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, costs of carrying out the power and duties of the Corporation, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as common expenses from time to time, by the Board of Directors of the Corporation. The Board of Directors is specifically empowered, on behalf of the Corporation, to make and collect assessments, and to maintain, repair and replace the common elements and the limited common elements of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in the Declaration. Said assessment shall be payable as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessment, and shall be payable in the manner determined by the Board of Directors.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Corporation shall mail or present to each unit owner, a statement of said unit owner's assessment. All assessments shall be payable to the Treasurer of the Corporation and, upon request, the Treasurer shall give a receipt for each payment made to him.

#### Section 5. Application of Payments and Co-Mingling of Funds

All sums for maintenance assessments and reserve assessments must be kept in separate accounts and cannot be co-mingled. All assessment payments by a unit owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses or advances, as provided herein and in the Declaration of Condominium, and general or special assessments in such manner as the Board of Directors determines in its sole discretion.

#### Section 6. Annual Audit

An audit of accounts of the Association shall be made annually by a Certified Public Accountant, and a copy of the Financial Report shall be mailed or furnished by personal delivery to each unit owner in accordance with the Condominium Act.

#### Section 7. Acceleration of Assessment Installment upon Default

If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the unit owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or mailing of said notice to the unit owner. No unit shall be eligible for voluntary transfer until and unless all assessments, dues, etc. have been paid.

### ARTICLE VI. SUBSTANTIAL ADDITIONS OR ALTERATIONS

There shall be no substantial additions or alterations to the common elements unless the same are authorized by the Board of Directors and ratified by the affirmative vote of the members casting not less than seventy-five percent (75%) of the total votes of the unit owners present at any regular or special meeting of the unit owners called for that purpose.

### ARTICLE VII. COMPLIANCE AND DEFAULT

#### Section 1. Violations

In the event of a violation (other than the non-payment of an assessment) by the unit owner, a member of the unit owner's family, or by a guest or tenant of an owner of any of the provisions of the Declaration or these By-Laws, or of the Rules and Regulations, Articles of Incorporation, or applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the unit owner by written notice of said breach; transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of notice,

the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable, and material breach of the Declaration, of the By-Laws or of the pertinent provisions of the Condominium Act, and the Association may then, as its option, have the following elections: (1) An action at law to recover for its damage on behalf of the Association or on behalf of the other unit owners; (2) an action in equity to enforce performance on the part of the unit owner; or (3) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief. Upon a finding by the court that the violation complained of is willful and deliberate, the unit owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from the date of a written request, signed by a unit owner, sent to the Board of Directors, shall authorize any unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by the Condominium Act. Any violations which are deemed by the Board of Directors to be a hazard to public health, may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of the common expense. In addition to the elections and procedures as set forth herein, the Board of Directors shall also have the power to impose fines as set forth in Section 6 of this Article VII.

#### Section 2. Negligence or Carelessness of Unit Owner, etc.

All unit owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association, if any. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair, or replacement required, as provided in this section, shall be charged to said unit owner as a specific item which shall be a lien against said unit with the same force and effect as if the charge were a part of common expenses.

#### Section 3. Costs and Attorney's Fees

In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

#### Section 4. No Waiver of Rights

The failure of the Association or of a unit owner to enforce any right, provision, covenant or condition, which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or unit owner to enforce such right, provision, covenant or condition of the future.

All rights, remedies and privileges granted to the Association or unit owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium documents, or at law, or in equity.

Section 6. Fines

(a) In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a unit owner or the owner's guests, relatives or lessees, in the manner provided herein, and such fines shall be collectible as allowed by law.

(b) The Board of Directors shall appoint a Covenants Review Committee which shall consist entirely of unit owners who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee, and which shall be charged with conducting the hearing and rendering the decision with regard to the levy of fines as herein provided.

(c) The Association's Manager shall be charged with determining whether there is probable cause that any of the provisions of the Condominium Act, the Declaration of Condominium, The Articles of Incorporation, these By-Laws, or the Rules and Regulations of the Association, are being or have been violated. However, at any time during which the Association does not employ a Manager, the Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining whether there is probable cause to believe that such a violation is occurring or has occurred. In the event that the Covenants Enforcement Committee or the Manager determine an instance of such probable cause, it shall be reported to the Board of Directors. The Manager shall thereupon provide written notice to the person alleged to be in violation, and the owner of the unit which that person occupies if that person is not the owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Covenants Review Committee upon a request made within fourteen (14) days of the sending of the notice. The notice shall also include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Association By-Laws, or Association rule(s) which have allegedly been violated; and a short and plain statement of the matters asserted by the Association, and it is hereby provided that each recurrence of the alleged violation or each day during which it continues shall be deemed a separate offense, subject to a separate fine not to exceed the maximum allowed by Florida Statute 718 for each offense. The notice shall further specify, and it is hereby provided, that in lieu of requesting a hearing, the alleged violator or unit owner may respond to the notice, within fourteen (14) days of its sending, acknowledging in writing that the violation occurred as alleged and promising that it will henceforth cease and will not recur, and that such acknowledgement and promise, and performance in accordance therewith, shall terminate further enforcement activities of the Association with regard to the violation. The right to terminate further enforcement shall apply only one time during the calendar year only for the first violation.



(1) If a hearing is timely requested, the Covenants Review Committee shall hold same, after notice of not less than 14 days and shall hear any defense to the charges, including any witnesses that the alleged violator, the unit owner, or the Association may produce. Any party at the hearing may be represented by counsel.

(2) Subsequent to any hearing, or if no hearing is timely requested and if no acknowledgement and promise is timely made, the Covenants Review Committee shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Covenants Review Committee determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

(3) A fine pursuant to this section shall be assessed against the unit which the violator occupied at the time of the violation, whether or not the violator is an owner of the unit, and shall be collectible in the same manner as allowed by law. Nothing herein shall be construed to interfere with any right that the unit owner may have to obtain from a violator occupying his unit, payment in the amount of any fine or fines levied against that unit.

(4) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various Condominium and Association's documents, including but not limited to legal action for damages or injunctive relief.

#### Section 7. Late Fees

The Association may charge an administrative late fee in the amount of the greater of twenty-five dollars (\$25.00), or five percent (5%) of each installment of the assessment or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent assessment or installment thereof that is not received by the Association within thirty (30) days of the due date. This administrative late fee shall be secured by the Association's lien rights. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

### ARTICLE VIII. ACQUISITION OF UNITS

#### Acquisition on Foreclosure

At any foreclosure sale, the Board of Directors may acquire in the name of the Corporation, or its designee, a Condominium parcel being foreclosed. The term "foreclosure" as used in this section shall mean and include any foreclosure of any lien, including a lien for assessments. The power of the Board of Directors to acquire a Condominium parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the Corporation, to do so at any foreclosure sale.

These By-Laws may be altered, amended or added to at any duly called meeting of the unit owners, provided:

(1) Notice of the meeting shall contain a statement of the proposed Amendment.

(2) If the Amendment has received the unanimous approval of the full Board of Directors then it shall be approved upon the affirmative vote of the majority of the quorum present at the meeting.

(3) If the Amendment has not been approved by the unanimous vote of the Board of Directors, then the Amendment shall be approved by an affirmative vote of not less than three-fourths (3/4) of the quorum present at the meeting; and

(4) Said Amendment shall be recorded and certified as required by the Condominium Act.

**ARTICLE X. NOTICES**

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Condominium to which these By-Laws are attached.

**ARTICLE XI. INDEMNIFICATION**

The Corporation shall indemnify every Director and every Officer, his heirs, executors, administrators, against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party, by reason of his being or having been a Director or Officer of the Corporation, including reasonable counsel fees to be approved by the Corporation, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

**ARTICLE XII. LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Condominium shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights of remedies which the Association may have against such former owner and member arising out of or in anyway connected with such ownership and membership, and the covenants and obligations incident thereto.

### **ARTICLE XIII. LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable for injury or damage caused by the elements, or by other owners or persons.

### **ARTICLE XIV. PARLIAMENTARY RULES**

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, Declaration of Condominium, or these By-Laws.

### **ARTICLE XV. LIENS**

#### **Section 1. Protection of Property**

All liens against a Condominium unit, other than for permitted mortgages, taxes, or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attached. All taxes and special assessments upon a Condominium unit shall be paid before becoming delinquent, as provided in these Condominium documents, or By-Laws, whichever is sooner.

#### **Section 2. Notice of Lien**

Unit owners shall give notice to the Association of every lien upon his/her unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

#### **Section 3. Notice of Suit**

Unit owners shall give notice to the Association of every suit or other proceedings which will or may effect title to his/her unit or any other or any other part of the property, such notice to be given within five (5) days after the unit owner received notices thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

#### **Section 5. Permitted Mortgage Register**

The Association shall maintain a register of all permitted mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a unit owner to said mortgagee.

**ARTICLE XVI. RULES AND REGULATIONS**

The Association's Rules and Regulations, included in the Association's Condominium Documents marked "Exhibit E," and captioned "RULES AND REGULATIONS" shall govern the use and occupancy of all Condominium Property and all construction on all Condominium units. The unit owners shall at all times obey said Rules and Regulations and shall be responsible to see that they are faithfully observed by their families, guests, invitees, servants, lessees, and persons over whom they exercise control and supervision. A current copy of the Association's Condominium Documents shall be distributed to the owner of each unit and shall be on file at the Association office. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations provided, however, that copies of such amendments shall be kept on file with the Rules and Regulations included in the Association's Condominium Documents at the Association's Office, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium property.

\* \* \* \* \*

\* \* \* \* \*

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

VENTURE OUT CONDOMINIUM  
**DECLARATION**  
OF  
**CONDOMINIUM**  
ARTICLES OF INCORPORATION  
EXHIBIT "D"

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*  
\*

PAGES A-1- A-4

\* \* \* \* \*

\* \* \* \* \*

EXHIBIT "D"

**ARTICLES OF INCORPORATION**

OF

**VENTURE OUT AT CUDJOE CAY, INC.  
a Condominium**

We, the undersigned, hereby associate ourselves together for the purpose of forming a Non-profit Corporation under the laws of the State of Florida Statutes 617, et. seq., and certify as follows:

**ARTICLE I**

The Name of this Corporation shall be VENTURE OUT AT CUDJOE CAY, INC., a Condominium.

**ARTICLE II**

The general purpose of the Non-profit Corporation shall be as follows: To be the "Association" (as defined in the Condominium Act of the State of Florida in Chapter 711, Florida Statutes 1965, et. seq.) for condominium properties totalling not more than 659 units (lots) in all that will be erected on the following described real property (see Exhibit "A" attached hereto and made a part hereof) and as the Association, to operate and administer said Condominium, and carry out the functions and duties of said Condominium, as set forth in the Declaration of Condominium established for each of said Condominiums. The By-Laws of this Association shall be attached to and made a part of the Declaration of Condominium of those units which this Association shall operate and administer.

**ARTICLE III**

Owners of condominium parcels are defined as having ownership in fee title, together with undivided interest in all common use elements shown upon plat and described in the Declaration of Condominium.

**ARTICLE IV**

This Corporation shall have perpetual existence.

**ARTICLE V**

The names and residences of the subscribers to these Articles of Incorporation are as follows:

Hazen Kreis	107 Main Street, Knoxville, Tennessee
Robert A. Epperson	107 Main Street, Knoxville, Tennessee
H.T. Ogle	107 Main Street, Knoxville, Tennessee



ARTICLE VI

Section 1. The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) members nor more than the number of persons as specified shall be elected at the Annual Meeting of the membership, for a term of three (3) years, or until their successors shall be elected and shall qualify. Provisions for such election, and provisions respecting the removal, disqualification and resignation of Directors, and for filling vacancies in the Directorate, shall be established by the By-Laws.

Section 2. The principal officers of the Corporation shall be:

- President
- Vice-President
- Secretary
- Treasurer

who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the Corporation.

ARTICLE VII

The names of the Officers who are to serve until the first election of Officers, pursuant to the terms of the Declaration of Condominium and By-Laws, are as follows:

- |                |                    |
|----------------|--------------------|
| President      | Robert A. Epperson |
| Vice President | Hazen Kreis        |
| Secretary      | Henry T. Ogle      |
| Treasurer      | Hazen Kreis        |

ARTICLE VIII

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership.

- |                    |                                       |
|--------------------|---------------------------------------|
| Hazen Kreis        | 107 Main Street, Knoxville, Tennessee |
| Robert A. Epperson | 107 Main Street, Knoxville, Tennessee |
| H.T. Ogle          | 107 Main Street, Knoxville, Tennessee |

ARTICLE IX

The By-Laws of the Corporation may be amended, altered, supplemented, or modified by the membership at the Annual Meeting, or a duly convened Special Meeting of the membership by vote, as follows:

A. If the proposed change to the By-Laws has received the unanimous approval of the Board of Directors then it shall require only a majority of the quorum present at that meeting.

B. If the proposed change has not been approved by the unanimous vote of the Board of Directors then the proposed change must be approved by three-fourth (3/4) of the quorum present at the meeting.

Persons become members of the Association by the purchase of units (lots) in the Condominium and continue as members for so long as they continue to own such units (lots).

### ARTICLE X

Amendments to these Articles of Incorporation may be proposed by any member or Director, and shall be adopted in the same manner as is provided for the amendment of the By-Laws, as set forth in Article IX, above. Said Amendment(s) shall be effective when a copy thereof, together with an attached certificate of its approval by the members, sealed with the Corporate Seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice President, has been filed with the Secretary of State, and all filing fees paid.

### ARTICLE XI

This Corporation shall have all the powers set forth in Chapter 617.021, Florida Statutes, 1965, and all of the powers set forth in the Condominium Act of the State of Florida, and all powers granted to it by the Declaration of Condominium and Exhibits annexed thereto, to which the By-Laws of the Association are attached and made a part thereof.

### ARTICLE XII

There shall be no dividends paid to any members, nor shall any part of the income of the Corporation be distributed to its Board of Directors or Officers. In the event there are any excess receipts over disbursements, as a result of performing services, such excess shall be applied against future expenses, etc. The Corporation may pay compensation in a reasonable amount to its members, Directors and Officers, for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution for final liquidation, may make distribution to its members as is permitted by the Court having jurisdiction thereof, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income.

This Corporation shall issue no shares of stock of any kind or nature whatsoever. Membership in this Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Condominium and the By-Laws. The voting rights of the owners of parcels in said Condominium property shall be as set forth in the Declaration of Condominium and/or the By-Laws.

IN WITNESS WHEREOF, The Subscribers hereto have hereunto affixed their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Hazen Kreis

\_\_\_\_\_  
Robert A. Epperson

\_\_\_\_\_  
Henry T. Ogle

STATE OF TENNESSEE )  
: ss  
COUNTY OF KNOX )

Before me, the undersigned authority, personally appeared Hazen Kreis, Robert A. Epperson, and Henry T. Ogle, who, after being by me sworn, acknowledged that they executed the foregoing Articles of Incorporation of VENTURE OUT AT CUDJOE CAY, INC., a Condominium, for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Knoxville, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

(Notary Seal)

My Commission Expires \_\_\_\_\_

## TABLE OF CONTENTS

	Page
Independent Auditor's Report	1
Balance Sheet	2
Statement of Revenues, Expenses, and Changes In Fund Balances	3
Statement of Cash Flows	4
Notes to Financial Statements	5-9
Supplementary Information on Future Major Repairs And Replacements	11
Schedule of Operating Fund Revenues and Expenses - Budget vs. Actual	12



JOE A. CATARINEAU, CPA  
CONNIE F. CATARINEAU, CPA, CVA

Email: [catarineaucpa@bellsouth.net](mailto:catarineaucpa@bellsouth.net)  
[www.catarineaucpa.com](http://www.catarineaucpa.com)

7780 S.W. 117<sup>th</sup> AVENUE, SUITE 201 • MIAMI, FLORIDA 33183 • PHONE (305) 596-7883 • FAX (305) 596-4577

## *Independent Auditor's Report*

To the Board of Directors and Unit Owners  
Venture Out at Cudjoe Cay, Inc.  
Cudjoe Key, Florida

We have audited the accompanying balance sheet of Venture Out at Cudjoe Cay, Inc. as of March 31, 2009, and the related statement of revenues, expenses and changes in fund balances and cash flows for the year then ended. These financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Venture Out at Cudjoe Cay, Inc. as of March 31, 2009, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Our audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The information included in the Schedule of Operating Fund Revenues and Expenses - Budget vs. Actual on page 12 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements, and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The supplementary information on future major repairs and replacements on page 11 is not a required part of the basic financial statements of Venture Out at Cudjoe Cay, Inc. but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. However, we did not audit the information and express no opinion on it.

Catarineau & Givens, P.A.  
Miami, Florida 33183  
May 11, 2009

*Member of American and Florida Institutes of Certified Public Accountants*

## Venture Out at Cudjoe Cay, Inc.

### Balance Sheet March 31, 2009

	OPERATING FUND	RESERVE FUND	TOTAL
<b><u>ASSETS</u></b>			
<b>Current Assets</b>			
Cash and cash equivalents	\$ 567,178	\$ 1,386,818	\$ 1,953,996
Assessments receivable, net of allowance for doubtful accounts of \$9,992	21,638	-	21,638
Other receivables	877	-	877
Due from reserve fund (to operating fund)	400	(400)	-
Inventory	36,193	-	36,193
Prepaid insurance	52,572	-	52,572
Prepaid federal income taxes	4,320	-	4,320
Accrued interest	-	2,049	2,049
Total Current Assets	683,178	1,388,467	2,071,645
Property and equipment, net of accumulated depreciation (Note 3)	69,857	-	69,857
Security deposits	4,507	-	4,507
<b>TOTAL ASSETS</b>	<b>\$ 757,542</b>	<b>\$ 1,388,467</b>	<b>\$ 2,146,009</b>
<b><u>LIABILITIES AND FUND BALANCES</u></b>			
<b>Current Liabilities</b>			
Accounts payable	\$ 28,022	\$ -	\$ 28,022
Sales tax payable	1,969	-	1,969
Rental deposits	18,055	-	18,055
Payroll taxes payable	2,372	-	2,372
Prepaid maintenance fees	397,122	-	397,122
Accrued payroll	35,384	-	35,384
Real estate taxes payable	2,124	-	2,124
Funds held for members	11,073	-	11,073
Total Current Liabilities	496,121	-	496,121
<b>Long-term Liabilities</b>	-	-	-
<b>Fund Balances</b>	261,421	1,388,467	1,649,888
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 757,542</b>	<b>\$ 1,388,467</b>	<b>\$ 2,146,009</b>

See auditor's report and  
accompanying notes to the financial statements

**Venture Out at Cudjoe Cay, Inc.**  
**Statement of Revenues and Expenses, and Changes in Fund Balances**  
**For the Year Ended March 31, 2009**

	<u>OPERATING FUND</u>	<u>RESERVE FUND</u>	<u>TOTAL</u>
<b><u>Revenues</u></b>			
Maintenance fees	\$ 1,364,552	\$ -	\$ 1,364,552
Store sales	871,246	-	871,246
Reserve fees	-	182,384	182,384
Registration/log fees	76,994	-	76,994
Storage lot rentals	57,000	-	57,000
Interest income	8,656	38,648	47,304
Parking fees	37,813	-	37,813
Real estate income	34,715	-	34,715
Laundry income	21,871	-	21,871
Other income	8,555	-	8,555
TOTAL REVENUES	<u>2,481,402</u>	<u>221,032</u>	<u>2,702,434</u>
<b><u>Expenses</u></b>			
Bad debt	7,921	-	7,921
Depreciation	14,851	-	14,851
Education and advertising	2,692	-	2,692
Insurance	158,107	-	158,107
Licenses and fees	4,698	-	4,698
Office	33,414	-	33,414
Other expenses	7,290	-	7,290
Professional fees	23,849	-	23,849
Property taxes	11,355	-	11,355
Repairs and maintenance	280,024	145,501	425,525
Repairs and replacements	8,472	-	8,472
Salaries and related expenses	857,823	-	857,823
Store expenses, including cost of sales	860,322	-	860,322
Travel	528	-	528
Utilities - Electric	117,499	-	117,499
Utilities - Propane	27,962	-	27,962
Utilities - Sewer & trash	53,303	-	53,303
Utilities - Telephone	14,428	-	14,428
Utilities - Water	78,639	-	78,639
TOTAL EXPENSES	<u>2,563,177</u>	<u>145,501</u>	<u>2,708,678</u>
<b>EXCESS (DEFICIT) OF REVENUES OVER EXPENSES</b>	<b>(81,775)</b>	<b>75,531</b>	<b>(6,244)</b>
<b>FUND BALANCE - BEGINNING OF YEAR</b>	<u>343,196</u>	<u>1,312,936</u>	<u>1,656,132</u>
<b>FUND BALANCE - END OF YEAR</b>	<u>\$ 261,421</u>	<u>\$ 1,388,467</u>	<u>\$ 1,649,888</u>

See auditor's report and  
accompanying notes to the financial statements



**Venture Out at Cudjoe Cay, Inc.**  
**Statement of Cash Flows**  
**For the Year Ended March 31, 2009**

	OPERATING FUND	RESERVE FUND	TOTAL
<b>Cash Flows from Operating Activities:</b>			
Excess (Deficit) of revenues over expenses	\$ (81,775)	\$ 75,531	\$ (6,244)
Adjustments to reconcile excess of operating revenues over expenses to net cash provided by operating activities:			
Depreciation	14,851	-	14,851
Changes in operating assets and liabilities			
Decrease (increase) in:			
Assessments receivable	(394)	-	(394)
Other receivables	2,148	-	2,148
Inventory	6,350	-	6,350
Prepaid insurance	(9,611)	-	(9,611)
Prepaid taxes	(2,557)	-	(2,557)
Accrued interest	-	8,292	8,292
Deposits	4,825	-	4,825
Increase (decrease) in:			
Accounts payable	(18,179)	-	(18,179)
Sales tax payable	(526)	-	(526)
Rental deposits	665	-	665
Payroll taxes payable	1,180	-	1,180
Member assessments collected in advance	(4,464)	-	(4,464)
Accrued payroll	1,639	-	1,639
Real estate taxes payable	511	-	511
Due to operating fund	(397)	397	-
Funds held for members	170	-	170
Income taxes payable	(1,384)	-	(1,384)
Net Cash Provided From (Used by)			
Operating Activities	(86,948)	84,220	(2,728)
Net Increase (Decrease) in Cash	(86,948)	84,220	(2,728)
Cash & Cash Equivalents - Beginning of Year	654,126	1,302,598	1,956,724
Cash & Cash Equivalents - End of Year	\$ 567,178	\$ 1,386,818	\$ 1,953,996
<b>Supplemental Disclosures:</b>			
Income taxes paid	\$ 2,557	\$ -	\$ 2,557

See auditor's report and  
accompanying notes to the financial statements

**Venture Out at Cudjoe Cay, Inc.**  
**Notes to Financial Statements**  
**March 31, 2009**

***Note 1 - Nature of Activities***

Venture Out at Cudjoe Cay, Inc. is a statutory condominium association organized pursuant to Chapter 711 (currently 718) of the Florida Statutes. The Condominium Association ("Association") was formed in 1970 for the purpose of administering a condominium and to maintain and protect the common areas owned by the individual unit owners in common. The condominium is located on 63.87 acres of Cudjoe Ocean Shores located in Cudjoe Key, Florida and consists of 659 units.

***Note 2 - Significant Accounting Policies***

**Fund Accounting**

The Association's governing documents provide certain guidelines for governing its financial activities. To ensure observance of limitations and restrictions on the use of financial resources, the Association maintains its accounts using fund accounting. Financial resources are classified for reporting purposes in the following funds established according to their nature and purpose:

Operating Fund: This fund is used to account for financial resources available for the general operation of the Association.

Reserve Fund: This fund is used to accumulate financial resources designated for future major repairs and replacements.

**Basis of Presentation**

The Association prepares its financial statements on the accrual method of accounting and presents them as separate funds based on its different funding policies for operations and replacement expenditures. Under this accounting method, assessments are recorded as revenue when billed, and expenses are recorded when they are incurred.

**Inventory**

The Association's inventory consists of fuel, groceries, beer & wine, and fishing supplies sold at the store. The inventory is taken at retail and converted to the lower of cost or market.

**Venture Out at Cudjoe Cay, Inc.**  
**Notes to Financial Statements**  
**March 31, 2009**

*Note 2 - Significant Accounting Policies (Continued)*

**Capitalization and Depreciation Policy**

Real property not directly associated with unit owners is recognized as assets by the Association when it has title to the property and either the asset can be disposed of by the Board of Directors or generates significant cash flows from members on the basis of usage or from nonmembers.

**Depreciation**

Depreciation is computed utilizing the straight-line method over the estimated useful lives of the assets.

**Member Assessments**

Assessments are levied against the unit owners for their proportionate share of the common expenses and reserves for capital replacements and deferred maintenance as determined by the budget established by the board of directors. Assessments are payable quarterly. Assessments receivable at the balance sheet date represents fees due from unit owners. The Association's policy is to retain legal counsel and place liens on the properties of homeowners whose assessments are delinquent.

At March 31, 2009, amounts due from owners were \$31,630. The Association provides an allowance for losses on receivables based on a review of the current status of existing receivables. At March 31, 2009, the allowance for doubtful accounts was \$9,992.

**Cash and Cash Equivalents**

The Association's cash and cash equivalents include checking accounts, money market and certificates of deposits. The Association's cash accounts are insured by the Federal Deposit Insurance Corporation currently up to \$250,000 per financial institution. The Association's balances at periods throughout the year exceeded federal depository insurance coverage. As of March 31, 2009, the Association had cash in excess of insured limits of approximately \$492,545.

**Management Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Venture Out at Cudjoe Cay, Inc.  
Notes to Financial Statements  
March 31, 2009

***Note 3 - Property and Equipment***

Property and equipment as of March 31, 2009 were as follows:

Land & improvements	\$ 79,609
Building & improvements	57,544
Equipment & vehicles	364,689
Store equipment	13,551
Furniture & fixtures	12,079
Store furniture & fixtures	4,328
	531,800
Less accumulated depreciation	(461,943)
Property and equipment, net of accumulated depreciation	\$ 69,857

Depreciation expense for the year ended March 31, 2009 was \$14,851.

***Note 4 - Income Taxes***

The Association is subject to filing federal and state income tax returns. A homeowners' association may elect to be taxed as a regular corporation or as a homeowners' association, depending on which method results in a lower tax. If the Association elects to be taxed as a regular corporation, the excess of revenues from members over related expenditures is subject to taxation, unless such excess is returned to the unit owners or is applied to the following year's assessment. If the Association elects to be taxed as a homeowners' association, it is generally taxed only on non-membership income, such as interest income.

The Association has elected to be treated as a regular corporation.

***Note 5 - Restricted Funds - Reserves***

Florida Statutes provide that each proposed budget include provisions for reserves for capital improvements and deferred maintenance. These accounts, if adopted, are restricted to their intended purpose unless modified by a qualified unit owner vote. In addition, any special assessments adopted are also restricted to their specific purpose.

The Association's board of directors with the help of an independent study for the period April 1, 2005 through March 31, 2006 has estimated the remaining useful lives and replacement cost of the common property components. At a duly constituted meeting, the Association elected to partially waive full reserve funding for the current fiscal year. The funds are being accumulated based on estimates of future needs for repairs and replacements of common property components as disclosed in the supplemental information. Actual expenditures may vary from the estimated future expenditures, and the variations may be material. Therefore, amounts accumulated in the replacement fund may not be adequate to meet all future needs for major repairs and replacements. If additional funds are needed, the Association has the right to increase regular assessments, pass special assessments, or delay major repairs and replacements until funds are available.

The Association allocates interest earned on reserves to specific reserves as earned.

**Venture Out at Cudjoe Cay, Inc.**  
**Notes to Financial Statements**  
**March 31, 2009**

*Note 5 - Restricted Funds - Reserves (Continued)*

The balance at March 31, 2009, consists of the following:

ACCOUNT NAME	BALANCE 4/1/2008	ASSESSMENTS	INTEREST	TRANSFERS & EXPENDITURES	BALANCE 3/31/2009
Real estate office	\$ 576	\$ 1,824	\$ 17	-	\$ 2,417
Pool/deck/spa	47,603	23,808	1,401	-	72,812
Asphalt overlay/roads	357,606	49,740	10,527	-	417,873
Marina tank	22,012	5,580	648	-	28,240
Sewer plant	78,759	22,956	2,318	15,361	88,672
Elevator	11,003	1,608	324	-	12,935
Weed harvester	56,404	6,708	1,660	7,836	56,936
Dump truck	3,333	3,324	98	-	6,755
Pick up truck	36,698	500	1,080	19,076	19,202
Tractor	2,826	2,496	83	-	5,405
Building roofs	71,634	5,052	2,109	-	78,795
Pool fence	7,977	-	235	-	8,212
Tennis court fences	6,096	588	180	-	6,864
Lounge/store	38,679	5,004	1,139	4,900	39,922
Bathhouses	25,909	-	763	573	26,099
Seawall maintenance	70,734	60,000	2,082	10,000	122,816
Potable water	53,181	-	1,565	8,005	46,741
Electrical system	29,957	21,024	882	-	51,863
Paint	2,308	-	68	-	2,376
Waste collection	56,631	22,080	1,667	-	80,378
Shop fence	6,183	-	182	-	6,365
Recreational hall	15,532	-	457	12,514	3,475
Pavilion	126,672	(50,004)	3,729	9,869	70,528
Office	20,500	(9,996)	603	4,350	6,757
Maintenance shop	12,292	-	362	-	12,654
Street sweeper	45,635	2,172	1,343	41,000	8,150
Security perimeter fence	40,404	3,636	1,189	-	45,229
Resurface bocci court	1,822	228	54	-	2,104
Emergency generator	4,765	1,116	140	-	6,021
Pool building	10,764	-	317	-	11,081
Lift stations	35,434	2,940	1,043	12,017	27,400
Resurface tennis court	13,007	-	383	-	13,390
	<u>\$ 1,312,936</u>	<u>\$ 182,384</u>	<u>\$ 38,648</u>	<u>\$ 145,501</u>	<u>\$ 1,388,467</u>

Venture Out at Cudjoe Cay, Inc.  
Notes to Financial Statements  
March 31, 2009

*Note 6 - Lease Commitments*

The Association also leases equipment under a non-cancelable operating leases with unrelated parties which expire in July, 2011. The lease expense for the year ended March 31, 2009 was \$6,705.

The following is a schedule of future minimum rental payments required under the above non cancelable operating lease:

For the Year Ending March 31,

2010	\$	6,684
2011		6,684
2012		1,975
2013		-
Thereafter		<u>-</u>
Total	\$	<u>15,343</u>

## **Supplementary Schedules**

**Venture Out at Cudjoe Cay, Inc.**  
**Supplementary Information**  
**Future Major Repairs and Replacement**  
**March 31, 2009**

The Association's board of directors, with the help of an independent reserve study performed for the period April 1, 2005 thru March 31, 2006, has estimated the remaining useful lives and the replacement costs of the components of common property. Actual expenditures may vary from these estimated amounts and the variance may be material. Therefore, amounts accumulated in the reserve fund may not be adequate to meet all future needs. The following schedule presents significant information about the components of the common property:

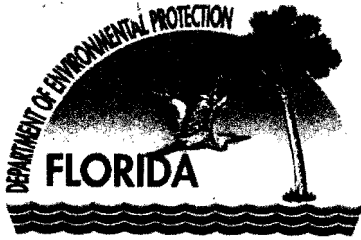
Account Number	Component	Estimated Replacement Cost	Useful Life	Estimated Remaining Useful Life	3/31/09 Balance
2449 000	Real estate office	\$ 16,312	10	8	\$ 2,417
2451 000	Pool/deck/spa	73,500	12	1	72,812
2453 000	Asphalt overlay/roads	650,824	20	8	417,873
2454 000	Marina tank	157,500	25	22	28,240
2455 000	Sewer plant	370,387	45	11	88,672
2456 000	Elevator	23,100	15	6	12,935
2457 000	Weed machine	131,250	10	6	56,936
2458 000	Dump truck	31,500	10	7	6,755
2459 000	Pick up truck	40,000	10	6	19,202
2461 000	Tractor	23,625	10	7	5,405
2468 000	Building roofs	120,750	20	8	78,795
2472 000	Pool fence	7,875	10	1	8,212
2475 000	Tennis court fences	13,650	20	11	6,864
2477 000	Lounge/store	44,100	2	1	39,922
2478 000	Bathhouses	26,250	2	1	26,099
2481 000	Electrical system	50,000	1	1	51,863
2482 000	Paint	2,000	1	1	2,376
2479 000	Seawall maintenance	200,000	1	1	122,816
2480 000	Potable water	50,000	1	1	46,741
2483 000	Waste collection	207,000	35	5	80,378
2484 000	Shop fence	5,565	15	12	6,365
2485 000	Recreational hall	20,000	2	1	3,475
2486 000	Pavilion	42,000	3	3	70,528
2487 000	Office	10,000	2	0	6,757
2488 000	Maintenance shop	11,000	2	0	12,654
2489 000	Street sweeper	41,000	15	14	8,150
2490 000	Security perimeter fence	75,600	20	8	45,229
2492 000	Resurface bocci court	2,100	10	0	2,104
2493 000	Emergency generator	18,900	15	11	6,021
2494 000	Pool building	10,500	2	0	11,081
2495 000	Lift stations	57,750	15	6	27,400
2499 000	Resurface tennis court	13,125	7	0	13,390
		<u>\$ 2,547,163</u>			<u>\$ 1,388,467</u>



**Venture Out at Cudjoe Cay, Inc.**  
**Schedule of Operating Fund Revenues and Expenses**  
**Budget vs. Actual**  
**For the Year Ended March 31, 2009**

	Actual	Budget (Unaudited)	Variances
<u>Operating Revenues</u>			
Maintenance fees	\$ 1,364,552	\$ 1,364,543	\$ 9
Store, net	10,924	25,000	(14,076)
Registration fees	62,966	10,000	52,966
Spanish main rental income	46,000	46,000	-
Parking fees	37,813	50,250	(12,437)
Real estate income	34,715	35,700	(985)
Laundry income	21,871	22,500	(629)
Log security fees	14,028	69,000	(54,972)
Green lot rental income	11,000	11,000	-
Interest income	8,656	12,500	(3,844)
Owner finance charges	4,424	4,000	424
Other income	2,514	1,000	1,514
Copy and fax charges	1,422	1,500	(78)
Building permit fees	195	750	(555)
<b>Total Operating Revenues</b>	<b>1,621,080</b>	<b>1,653,743</b>	<b>(32,663)</b>
<u>Operating Expenses</u>			
Salaries and related expenses	857,823	870,530	(12,707)
Utilities	291,831	240,720	51,111
Repairs and maintenance	246,364	256,250	(9,886)
Insurance	158,107	161,130	(3,023)
Contract services	33,660	40,800	(7,140)
Office	33,414	26,800	6,614
Professional fees	23,849	22,000	1,849
Depreciation	14,851	-	14,851
Property taxes	11,355	11,852	(497)
Repairs and replacement	8,472	9,000	(528)
Bad debt	7,921	-	7,921
Other expenses	7,290	4,000	3,290
Licenses and fees	4,698	6,136	(1,438)
Education and advertising	2,692	4,525	(1,833)
Travel	528	-	528
<b>Total Operating Expenses</b>	<b>1,702,855</b>	<b>1,653,743</b>	<b>49,112</b>
<b>Excess of revenues over expenses</b>	<b>\$ (81,775)</b>	<b>\$ -</b>	<b>\$ (81,775)</b>

See auditor's report



# Florida Department of Environmental Protection

South District  
P.O. Box 2549  
Fort Myers, FL 33902-2549

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

CERTIFIED MAIL NUMBER: 7008 0500 0000 7775 4932  
RETURN RECEIPT REQUESTED

In the Matter of an  
Application for Permit by:

Venture Out at Cudjoe Cay, Inc.  
Mr. Kevin Grube  
General Manager  
701 Spanish Main Dr  
Cudjoe Key, FL 33042

Monroe County – DW  
Venture Out at Cudjoe Cay WWTP  
File Number: FLA014946  
PA File No. FLA014946-003-DW3P

## NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number FLA014946 to construct and operate an existing domestic wastewater treatment plant issued under Section(s) 403.087, Florida Statutes.

**In accordance with Chapter 99-395, Laws of Florida, the referenced facility will be required to meet the more stringent discharge limits, listed in Section I.A.2. of this permit, beginning on July 1, 2010. Replacement or modification of the existing plant will be needed in order to meet the new requirements. In order to meet the time requirements of Rule 62-620.410 of the Florida Administrative Code, an application for replacement or modification of the facility must be received in this office as soon as possible, but not later than January 1, 2010.**

Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any.

The Department's proposed agency action shall become final unless a timely petition for an administrative hearing is filed under Sections 120.569 and 120.57, Florida Statutes, within fourteen days of receipt of notice. The procedures for petitioning for a hearing are set forth below.

A person whose substantial interests are affected by the Department's proposed permitting decision may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, Florida Statutes. The petition must contain the information set forth below and must be filed (received by the clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000.

Under Rule 62-110.106(4), Florida Administrative Code, a person may request enlargement of the time for filing a petition for an administrative hearing. The request must be filed (received by the clerk) in the Office of General Counsel before the end of the time period for filing a petition for an administrative hearing.

Petitions by the applicant or any of the persons listed below must be filed within fourteen days of receipt of this written notice. Petitions filed by any persons other than those entitled to written notice under Section 120.60(3), Florida Statutes, must be filed within fourteen days of publication of the notice or within fourteen days of receipt of the written notice, whichever occurs first. Under Section 120.60(3), Florida Statutes, however, any person who has asked the Department for notice of agency action may file a petition within fourteen days of receipt of such notice, regardless of the date of publication.

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.

PA File No.: FLA014946-003-DW3P

The petitioner shall mail a copy of the petition to the applicant at the address indicated above at the time of filing. The failure of any person to file a petition within fourteen days of receipt of notice shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, Florida Statutes. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, Florida Administrative Code.

A petition that disputes the material facts on which the Department's action is based must contain the following information:

- (a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the Department permit identification number and the county in which the subject matter or activity is located;
- (b) A statement of how and when each petitioner received notice of the Department action;
- (c) A statement of how each petitioner's substantial interests are affected by the Department action;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A statement of facts that the petitioner contends warrant reversal or modification of the Department action;
- (f) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the Department's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the Department have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

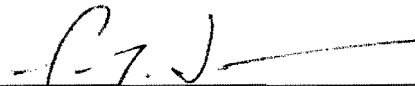
Mediation under Section 120.573, Florida Statutes, is not available for this proceeding.

This permit action is final and effective on the date filed with the clerk of the Department unless a petition is filed in accordance with the above. Upon the timely filing of a petition this permit will not be effective until further order of the Department.

Any party to the permit has the right to seek judicial review of the permit action under Section 120.68, Florida Statutes, by the filing of a notice of appeal under Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida, 32399-3000; and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within 30 days from the date when this permit action is filed with the clerk of the Department.

Executed in Ft. Myers, Florida

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION

  
\_\_\_\_\_  
Jon M. Iglehart  
Director of  
District Management

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.

PA File No.: FLA014946-003-DW3P

FILING AND ACKNOWLEDGMENT

FILED, on this date, under Section 120.52, Florida Statutes, with the designated deputy clerk, receipt of which is hereby acknowledged.

Maria A. Coleman 5/29/09  
Clerk Date

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this NOTICE OF PERMIT ISSUANCE and all copies were mailed before the close of business on May 29, 2009 to the listed persons.

JMI/BCI/jl

Copies furnished to:

Edward R. Castle, P.E.

Mary Abraham Plavumkal, FDEP



# Florida Department of Environmental Protection

South District  
P.O. Box 2549  
Fort Myers, FL 33902-2549

Charlie Crist  
Governor

Jeff Kottkamp  
Lt. Governor

Michael W. Sole  
Secretary

## STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

**PERMITTEE:**

Venture Out at Cudjoe Cay, Inc.

**PERMIT NUMBER:** FLA014946  
**PA FILE NUMBER:** FLA014946-003-DW3P  
**ISSUANCE DATE:** May 29, 2009  
**EXPIRATION DATE:** May 28, 2014

**RESPONSIBLE AUTHORITY:**

Mr. Kevin Grube  
General Manager  
701 Spanish Main Dr  
Cudjoe Key, FL 33042  
(305) 745-3233

**FACILITY:**

Venture Out at Cudjoe Cay WWTP  
701 Spanish Main  
Cudjoe Key, FL 33042  
Monroe County  
Latitude: 24° 39' 27" N Longitude: 81° 28' 30" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.). The above named permittee is hereby authorized to construct and operate the facilities shown on the application and other documents attached hereto or on file with the Department and made a part hereof and specifically described as follows:

**TREATMENT FACILITIES:**

Operate an existing 0.085 million gallons per day, maximum month average daily flow (MGD, MMADF) extended aeration domestic wastewater treatment plant consisting of 97,000 gallons of aeration volume, three clarifiers, dual chlorine contact chambers and an aerobic digester.

Construct substantial modifications to and operate a 0.085 million gallons per day, maximum month average daily flow (MGD, MMADF) Modified Ludzeck-Ettinger process domestic wastewater treatment facility consisting of a 17,000 gallon surge tank, a 40,000 gallon aeration basin, six 5,000 gallon anoxic basins (total volume 30,000 gallons), two 5,000 gallon re-aeration basins (total volume 10,000 gallons), two 4,300 gallon clarifiers and a 11,400 gallon clarifier (total volume 20,000 gallons), a 2,020 gallon dosing tank, two 12 square foot sand filters (total area 12 square feet), two 1,010 gallon chlorine contact basins (total volume 2,020 gallons), and a 12,400 gallon aerobic digester.

**DISPOSAL:**

**Underground Injection:** An existing 0.085 MGD monthly average daily flow (MADF) permitted capacity underground injection well system U-001 consisting of three, (3), nominal six-inch, (6"), diameter, PVC casing, Class V, Group 3, Class V underground injection wells permitted under Department permit number(s) 63691-006-UO, 63691-007-UO and 63691-008-UO discharging to Class G-III ground water. Underground injection well system U-001 is located approximately at latitude 24 ° 39' 27" N, longitude 81 ° 28' 30" W. Injection is into the Key Largo and Miami Oolite Formations for the primary means of disposal of non-hazardous secondary treated domestic wastewater treatment facility effluent from the WWTP to the existing injection wells 63691-006-UO, 63691-007-UO and 63691-008-UO for a maximum daily disposal of 0.255 million gallons per day (MGD). The maximum injection rate shall not exceed a peak hourly flow rate of 177 gallons per minute.

**IN ACCORDANCE WITH:** The limitations, monitoring requirements and other conditions set forth in Pages 1 through 18 of this permit.

FACILITY ) Venture Out at Cudjoe Cay WWTP  
 PERMITTEE: ) Venture Out at Cudjoe Cay, Inc.  
 701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: ) FLA014946  
 PA FILE NUMBER: ) FLA014946-003-DW3P

**I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS**

**A. Underground Injection Control Systems**

1. **During the period beginning on the issuance date and lasting through June 30, 2010, the permittee is authorized to discharge effluent to Underground Injection Well Facility U-001 located on the site of the facility. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.8:**

Parameter	Units	Max/Min	Effluent Limitations				Monitoring Requirements			
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number	Notes
BOD, Carbonaceous 5 day, 20C	MG/L	Maximum	20.0	30.0	45.0	60.0	Monthly	Grab	EFA-001	
Solids, Total Suspended	MG/L	Maximum	20.0	30.0	45.0	60.0	Monthly	Grab	EFA-001	
pH	SU	Range	-	-	-	6.0 to 8.5	5 Days/Week	Grab	EFA-001	
Coliform, Fecal	See Permit Condition I.A.3.						Monthly	Grab	EFA-001	
Total Residual Chlorine (For Disinfection)	MG/L	Minimum	-	-	-	0.5	5 Days/Week	Grab	EFA-001	See Cond.I.A.6
Nitrogen, Total (as N)	MG/L	Maximum	-	-	-	Report	Monthly	Grab	EFA-001	
Phosphorus, Total (as P)	MG/L	Maximum	-	-	-	Report	Monthly	Grab	EFA-001	

FACILITY. ) Venture Out at Cudjoe Cay WWTP  
 PERMITTEE. ) Venture Out at Cudjoe Cay, Inc.  
 701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
 PA FILE NUMBER: FLA014946-003-DW3P

2. **During the period beginning July 1, 2010 and lasting through the expiration date of this permit, the permittee is authorized to discharge effluent to Underground Injection Well Facility U-001 located at the wastewater treatment plant. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7:**

Parameter	Units	Max/Min	Effluent Limitations				Monitoring Requirements			
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number	Notes
BOD, Carbonaceous 5 day, 20C	MG/L	Maximum	10.0	12.5	15.0	20.0	Every Two Weeks	Grab	EFA-01	
Solids, Total Suspended	MG/L	Maximum	10.0	12.5	15.0	20.0	Every Two Weeks	Grab	EFA-01	
Nitrogen, Total (as N)	MG/L	Maximum	10.0	12.5	15.0	20.0	Every Two Weeks	Grab	EFA-01	
Phosphorus, Total (as P)	MG/L	Maximum	1.0	1.25	1.5	2.0	Every Two Weeks	Grab	EFA-01	
pH	SU	Range	-	-	-	6.0 to 8.5	5 Days/Week	Grab	EFA-01	
Coliform, Fecal	See Permit Condition I.A.3.						Every Two Weeks	Grab	EFA-01	
Total Residual Chlorine (For Disinfection)	MG/L	Minimum	-	-	-	0.5	5 Days/Week	Grab	EFA-01	See Cond.I.A.6

3. **Beginning on July 1, 2010, the facility shall either cease all discharge to the injection wells or meet revised annual average effluent limits for certain parameters as shown below. The limits for the other parameters listed in I.A.1. will remain the same.**
- Carbonaceous biochemical oxygen demand (CBOD<sub>5</sub>) of 10.0 mg/L;
  - Total suspended solids (TSS) of 10.0 mg/L;
  - Total nitrogen (as N) of 10.0 mg/L;
  - Total phosphorus (as P) of 1.0 mg/L.

*[Chapter 99-395, Laws of Florida, Section 6, Subsection (4) and (6)]*

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

4. Effluent samples shall be taken at the monitoring site locations listed in Permit Condition I. A. 1. and as described below:

Monitoring Location Site Number	Description of Monitoring Location
EFA-01	Effluent sample taken after disinfection and prior to discharge into the injection wells

5. The arithmetic mean of the monthly fecal coliform values collected during an annual period shall not exceed 200 per 100 mL of effluent sample. The geometric mean of the fecal coliform values for a minimum of 10 samples of effluent each collected on a separate day during a period of 30 consecutive days (monthly), shall not exceed 200 per 100 mL of sample. No more than 10 percent of the samples collected (the 90th percentile value) during a period of 30 consecutive days shall exceed 400 fecal coliform values per 100 mL of sample. Any one sample shall not exceed 800 fecal coliform values per 100 mL of sample. Note: To report the 90th percentile value, list the fecal coliform values obtained during the month in ascending order. Report the value of the sample that corresponds to the 90th percentile (multiply the number of samples by 0.9). For example, for 30 samples, report the corresponding fecal coliform number for the 27th value of ascending order. [62-600.440(4)(c)]
6. A minimum of 0.5 mg/L total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-600.440(4)(b)]



FACILITY: ) Venture Out at Cudjoe Cay WWTP  
 PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
 701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
 PA FILE NUMBER: FLA014946-003-DW3P

**B. Other Limitations and Monitoring and Reporting Requirements**

1. During the period beginning on the issuance date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.B.7:

Parameter	Units	Max/Min	Limitations				Monitoring Requirements			Notes
			Annual Average	Monthly Average	Weekly Average	Single Sample	Monitoring Frequency	Sample Type	Monitoring Location Site Number	
Flow (Monthly Average)	MGD	Maximum	-	0.085	-	-	5 Days/Week	Meter	FLW-01	See Cond.I.B.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	PERCENT	Maximum	-	Report	-	-	Monthly	Calculated	CAL-01	
BOD, Carbonaceous 5 day, 20C	MG/L	Maximum	-	Report	-	-	Every Two Weeks	Grab	INF-01	See Cond.I.B.3
Solids, Total Suspended	MG/L	Maximum	-	Report	-	-	Every Two Weeks	Grab	INF-01	See Cond.I.B.3

FACILITY: Venture Out at Cudjoe Cay WWTP  
 PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
 701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
 PA FILE NUMBER: FLA014946-003-DW3P

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I. B. 1 and as described below:

Monitoring Location Site Number	Description of Monitoring Location
CAL-01	Calculate the percentage treatment capacity achieved when compared to the running three month average daily divided by the treatment plant's design capacity.
FLW-01	Influent flows measured with Badger flow meter with recorder.
INF-01	Influent sample taken from influent force main prior to entering aeration basin.

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-601.500(4)]
4. A meter shall be utilized to measure flow and calibrated at least annually. [62-601.200(17) and .500(6)]
5. Parameters which must be monitored as a result of a surface water discharge shall be analyzed using a sufficiently sensitive method to assure compliance with applicable water quality standards and effluent limitations in accordance with 40 CFR (Code of Federal Regulations) Part 136. All monitoring shall be representative of the monitored activity. [62-620.320(6)]
6. The permittee shall provide safe access points for obtaining representative influent, reclaimed water, and effluent samples which are required by this permit. [62-601.500(5)]
7. Monitoring requirements under this permit are effective on the first day of the second month following permit issuance. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department's South District Office Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e., monthly, toxicity, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below.

REPORT Type	Monitoring Period	Due Date
Monthly or Toxicity	First day of month – last day of month	28 <sup>th</sup> day of following month
Quarterly	January 1 - March 31	April 28
	April 1 – June 30	July 28
	July 1 – September 30	October 28
	October 1 – December 31	January 28
Semiannual	January 1 – June 30	July 28
	July 1 – December 31	January 28
Annual	January 1 – December 31	January 28

DMRs shall be submitted for each required monitoring period including months of no discharge. The permittee shall make copies of the attached DMR form(s) and shall submit the completed DMR form(s) to the Department's South District Office at the address specified in Permit Condition I.B. 8 by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-601.300(1), (2), and (3)]

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMIT FEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

8. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's South District Office at the address specified below:

Florida Department of Environmental Protection  
Marathon Regional Service Center  
2796 Overseas Highway, Suite 221  
Marathon, Florida 33050-2227

Phone Number - (305) 289-2310

FAX Number - (305) 289-2314 All FAX copies shall be followed by original copies. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305, 10-23-00]

## II. RESIDUALS MANAGEMENT REQUIREMENTS

1. The method of residuals use or disposal by this facility is transport to the Miami-Dade Blackpoint WWTP or other WWTPs referenced in permit No. FLA016967 via the Monroe County Transfer Stations or disposal in a Class I or II solid waste landfill.
2. The permittee shall be responsible for proper treatment, management, use, and land application or disposal of its residuals. [62-640.300(5)]
3. The permittee shall not be held responsible for treatment, management, use, or land application violations that occur after its residuals have been accepted by a permitted residuals management facility with which the source facility has an agreement in accordance with Rule 62-640.880(1)(c), F.A.C., for further treatment, management, use or land application. [62-640.300(5)]
4. Disposal of residuals, septage, and other solids in a solid waste landfill, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(k)3 & 4]
5. If the permittee intends to accept residuals from other facilities, a permit revision is required pursuant to Rule 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]
6. The permittee shall keep hauling records to track the transport of residuals between facilities. The hauling records shall contain the following information:

### Source Facility

1. Date and Time Shipped
2. Amount of Residuals Shipped
3. Degree of Treatment (if applicable)
4. Name and ID Number of Residuals Management Facility or Treatment Facility
5. Signature of Responsible Party at Source Facility
6. Signature of Hauler and Name of Hauling Firm

### Residuals Management Facility or Treatment Facility

1. Date and Time Received
2. Amount of Residuals Received
3. Name and ID Number of Source Facility
4. Signature of Hauler
5. Signature of Responsible Party at Residuals Management Facility or Treatment Facility

These records shall be kept for five years and shall be made available for inspection upon request by the Department. A copy of the hauling records information maintained by the source facility shall be provided upon delivery of the residuals to the residuals management facility or treatment facility. The permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of residuals leaving the source facility and arriving at the residuals management facility or treatment facility. [62-640.880(4)]

7. Storage of residuals or other solids at the permitted facility shall require prior written notification to the Department. [62-640.300(4)]

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

### III. GROUND WATER REQUIREMENTS

1. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. *[62-520.400 and 62-520.420(4)]*

### IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

Section IV is not applicable to this facility.

### V. OPERATION AND MAINTENANCE REQUIREMENTS

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of a(n) operator(s) certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category I, Class C facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 3 hours/day for 5 days/week and one visit on each weekend day. The lead operator must be a Class C operator, or higher.

*[62-620.630(3)] [62-699.310] [62-610.462]*

2. An operator meeting the lead operator classification level of the plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. *[62-699.311(1)]*
3. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*
4. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*
5. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility:
  - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation and a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
  - b. Copies of all reports required by the permit for at least three years from the date the report was prepared;
  - c. Records of all data, including reports and documents, used to complete the application for the permit for at least three years from the date the application was filed;
  - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
  - e. A copy of the current permit;
  - f. A copy of the current operation and maintenance manual as required by Chapter 62-600, F.A.C.;
  - g. A copy of the facility record drawings;
  - h. Copies of the licenses of the current certified operators; and

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and certification number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities; tests performed and samples taken; and major repairs made. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed.

[62-620.350]

## VI. SCHEDULES

1. The following construction schedule for the facilities shall be followed, unless a minor permit revision is issued to amend the schedule:

Implementation Step		Completion Date
1	Complete BAT Construction	June 30, 2010

[62-620.400]

## VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

This facility is not required to have a pretreatment program at this time. [62-625.500]

## VIII. OTHER SPECIFIC CONDITIONS

1. Prior to placing the modified portions of the existing facilities into operation or any individual unit processes into operation, for any purpose other than testing for leaks and equipment operation, the permittee shall complete and submit to the Department DEP Form 62-620.910(12), Notification of Completion of Construction for Domestic Wastewater Facilities. [62-620.630(2)]
2. Within six months after a facility is placed in operation, the permittee shall provide written certification to the Department on Form 62-620.910(13) that record drawings pursuant to Chapter 62-600, F.A.C., and that an operation and maintenance manual pursuant to Chapters 62-600 and 62-610, F.A.C., as applicable, are available at the location specified on the form. [62-620.630(7)]
3. The permittee shall apply for renewal of this permit at least 180 days before the expiration date of the permit using the appropriate forms listed in Rule 62-620.910, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C. The existing permit shall not expire until the Department has taken final action on the application renewal in accordance with the provisions of 62-620.335(3) and (4), F.A.C. [62-620.335(1)-(4)]
4. Florida water quality criteria and standards shall not be violated as a result of any discharge or land application of reclaimed water or residuals from this facility.
5. In the event that the treatment facilities or equipment no longer function as intended, are no longer safe in terms of public health and safety, or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by Rule 62-600.400(2)(a), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in Rule 62-296.320(2), F.A.C. [62-600.410(8) and 62-640.400(6)]
6. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. [62-604.130(3)]

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

7. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. [62-604.550] [62-620.610(20)]
8. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
  - a. Which may cause fire or explosion hazards; or
  - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
  - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
  - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
  - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health or safety problems.[62-604.130(5)]
9. The treatment facility, storage ponds, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. [62-600.400(2)(b)]
10. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. [62-701.300(1)(a)]
11. The Permittee shall provide verbal notice to the Department as soon as practical after discovery of a sinkhole within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The Permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department in a written report within 7 days of the sinkhole discovery. [62-4.070(3)]
12. The permittee shall provide adequate notice to the Department of the following:
  - a. Any new introduction of pollutants into the facility from an industrial discharger which would be subject to Chapter 403, F.S., and the requirements of Chapter 62-620, F.A.C. if it were directly discharging those pollutants; and
  - b. Any substantial change in the volume or character of pollutants being introduced into that facility by a source which was identified in the permit application and known to be discharging at the time the permit was issued.Adequate notice shall include information on the quality and quantity of effluent introduced into the facility and any anticipated impact of the change on the quantity or quality of effluent or reclaimed water to be discharged from the facility.

[62-620.625(2)]

## IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1)]
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. [62-620.610(2)]

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. *[62-620.610(3)]*
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. *[62-620.610(4)]*
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-620.610(5)]*
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. *[62-620.610(6)]*
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. *[62-620.610(7)]*
8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. *[62-620.610(8)]*
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
  - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
  - b. Have access to and copy any records that shall be kept under the conditions of this permit;
  - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
  - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.*[62-620.610(9)]*
10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, Florida Statutes, or Rule 62-620.302, Florida Administrative Code. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. *[62-620.610(10)]*
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]

12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300 and the Department of Environmental Protection Guide to Wastewater Permitting at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2) for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]
17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
  - a. A description of the anticipated noncompliance;
  - b. The period of the anticipated noncompliance, including dates and times; and
  - c. Steps being taken to prevent future occurrence of the noncompliance.[62-620.610(17)]
18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246, Chapters 62-160 and 62-601, F.A.C., and 40 CFR 136, as appropriate.
  - a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
  - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
  - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
  - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.



FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

- e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
- f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220 and 62-160.330, F.A.C.

*[62-620.610(18)]*

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. *[62-620.610(19)]*
20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.
  - a. The following shall be included as information which must be reported within 24 hours under this condition:
    1. Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
    2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
    3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
    4. Any unauthorized discharge to surface or ground waters.
  - b. Oral reports as required by this subsection shall be provided as follows:
    1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph a.4 that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WARNING POINT TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Warning Point:
      - a) Name, address, and telephone number of person reporting;
      - b) Name, address, and telephone number of permittee or responsible person for the discharge;
      - c) Date and time of the discharge and status of discharge (ongoing or ceased);
      - d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
      - e) Estimated amount of the discharge;
      - f) Location or address of the discharge;
      - g) Source and cause of the discharge;
      - h) Whether the discharge was contained on-site, and cleanup actions taken to date;
      - i) Description of area affected by the discharge, including name of water body affected, if any; and
      - j) Other persons or agencies contacted.

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

2. Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.

[62-620.610(20)]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX. 17., 18. and 19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX. 20 of this permit. [62-620.610(21)]

## 22. Bypass Provisions.

- a. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
  1. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
  2. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
  3. The permittee submitted notices as required under Permit Condition IX. 22. b. of this permit.
- b. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX. 20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
- c. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX. 22. a. 1. through 3. of this permit.
- d. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX. 22. a. through c. of this permit.

[62-620.610(22)]

## 23. Upset Provisions

- a. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
  1. An upset occurred and that the permittee can identify the cause(s) of the upset;
  2. The permitted facility was at the time being properly operated;
  3. The permittee submitted notice of the upset as required in Permit Condition IX. 20. of this permit; and
  4. The permittee complied with any remedial measures required under Permit Condition IX. 5. of this permit.
- b. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

- c. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

## X. INJECTION WELLS:

### 1. GENERAL CRITERIA

- a. The permittee shall be aware of and operate under the General Conditions of Florida Administrative Code, (F.A.C.), Rule 62-528.307(1), (a) through (x), and 62-528.307(3)(a) through (e). These General Conditions are binding upon the permittee and enforceable pursuant to Chapter 403 of the Florida Statutes.
- b. Any permit noncompliance constitutes a violation of the Safe Drinking Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.
- c. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- d. The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit.
- e. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures.
- f. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, revocation or reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition.
- g. When requested by the Department, the permittee shall furnish, within the time specified, any information needed to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
- h. Signatories and Certification Requirements
  1. All reports and other submittals required to comply with this permit shall be signed by a person authorized under Rules 62-528.340(1) or (2), F.A.C.
  2. In accordance with Rule 62-528.340(4), F.A.C., all reports shall contain the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

- i. The permittee shall notify the Department and obtain approval prior to any work within the well, physical alterations or additions to the injection or monitor well, including removal of the wellhead.(includes well clean out or other well rehabilitation type work)
- j. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or injection activity that may result in noncompliance with permit requirements.
  1. The permittee shall report any noncompliance that may endanger health or the environment, to include:
  2. Any monitoring or other information which indicates that any contaminant may cause an endangerment to an underground source of drinking water; or to adjacent surface waters, or

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

3. Any noncompliance with a permit condition or malfunction of the injection system that may cause fluid migration into or between underground sources of drinking water or adjacent surface waters.

- k. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.
- l. No underground injection is allowed that causes or allows movement of fluid into an underground source of drinking water.
- m. The permittee shall retain all records of all monitoring information concerning the nature and composition of injected fluid until five years after completion of any plugging and abandonment procedures specified under Rule 62-528.435, F.A.C. The permittee shall deliver the records to the Department office that issued the permit at the conclusion of the retention period unless the permittee elects to continue retention of the records.

## 2. OPERATING REQUIREMENTS

- a. Injection of any fluids or materials, other than those permitted, into the disposal wells(s) will constitute a violation of this permit and shall constitute cause for permit revocation and possible enforcement action for water quality violations.
- b. Injection into the well shall not exceed a peak hourly flow rate of 41.67 gallons per minute (0.060 MGD Peak Day Flow). Flow to the wellhead shall be measured with a properly calibrated flow meter(s) or such other devices as provided for in this facility's wastewater treatment permit.
- c. In the event the permittee is temporarily unable to comply with any of the conditions of a permit due to breakdown of equipment, power outages, destruction by hazard of fire, wind, or by other cause, the permittee of the facility shall notify the Department.
- d. Notification shall be made in person, by telephone, or by electronic mail within 24 hours of breakdown or malfunction to the South District office.
- e. A written report of any noncompliance referenced in Specific Condition 2.c above shall be submitted to the South District and Tallahassee offices within five days after its occurrence. The report shall describe the nature and cause of the breakdown or malfunction, the steps being taken or planned to be taken to correct the problem and prevent its reoccurrence, emergency procedures in use pending correction of the problem, and the time when the facility will again be operating in accordance with permit conditions.
- f. The permittee shall calibrate all pressure gauges, flow meters, chart recorders, and other related equipment associated with the injection well system on the same basis as is required by the facility wastewater permit. The permittee shall maintain all monitoring equipment and shall ensure that the monitoring equipment is calibrated and in proper operating condition at all times. Laboratory equipment, methods, and quality control will follow EPA guidelines as expressed in Standard Methods for the Examination of Water and Wastewater. The pressure gauges, flow meters, and chart recorders, as applicable to this facility, shall be calibrated using standard engineering methods. Calibration records shall be kept by the permittee at the permitted facility and be available for inspection by Department personnel upon request.
- g. In the event a well must be plugged or abandoned, the permittee shall obtain a permit from the Department as required by Chapter 62-528, Florida Administrative Code. Within 180 days of well abandonment, the permittee shall submit to the Department and the TAC the proposed plugging method, pursuant to Rule 62-528.460, F.A.C. When no longer used for their intended purpose, these wells shall be properly plugged and abandoned.

## 3. TESTING AND REPORTING REQUIREMENTS

- a. The injection system shall be monitored in accordance with Rule 62-528.615(2), F.A.C. The following injection well performance data shall be recorded and reported in a Monthly Operating Report as indicated below. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

FACILITY: Venture Out at Cudjoe Cay WWTP  
 PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
 701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
 PA FILE NUMBER: FLA014946-003-DW3P

**INJECTION WELLS**

The specifications for the injection wells are as follows:

<i>Casing Diameter and Type</i>	<i>Depth Cased (ft bls)</i>	<i>Open Hole Interval ( feet bls)</i>
6" Sch 80 PVC	60'	From 60 to 90

The injection wells shall be monitored in accordance with the parameters and frequencies listed below. The flow rate shall be recorded continuously or as required by the facility wastewater permit in accordance with Rule 62-528.615(2), F.A.C. All samples shall be collected and analyzed in accordance with the quality assurance requirements of Chapter 62-160, F.A.C. The report shall include the following data:

<i>Parameters</i>	<i>Reporting Frequency</i>
Daily Flow Rate (gpm)	Daily/Monthly
Maximum Peak Hourly Flow Rate (For non-continuous recorders please substitute Average Hourly Flow for the Peak Hourly Flow Rate. Average Hourly Flow = Daily Flow Rate ÷ 24)	Daily/Monthly
Minimum Total Residual Chlorine (mg/L)	Daily/Monthly
Total Volume WWTP Effluent Injected (gallons)	Daily/Monthly

**WWTP Effluent Water Quality**

<i>Parameters</i>	<i>Reporting Frequency</i>
pH (std. Units)	Monthly
Total Nitrogen (TN) (mg/L)	Monthly
Total Phosphorus (mg/L)	Monthly
CBOD <sub>5</sub> (mg/L)	Monthly
Solids, Total Suspended (mg/L)	Monthly
Fecal Coliform	Monthly

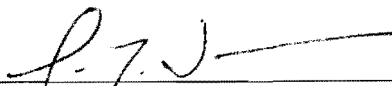
- b. In accordance with Rule 62-528.615(2), F.A.C. the permittee shall submit to the Department the results of all monitoring data collected no later than the last day of the month immediately following the end of the month of record. The results shall be sent to the Department of Environmental Protection, South District Office, P.O. Box 2549, Fort Myers, Florida 33902-2549. The results shall be submitted in the same manner and on the same forms as required by the facility wastewater permit
- 4. UIC PROGRAM DISPOSAL WELL PERMIT RENEWAL
  - a. In accordance with Rules 62-4.090(1) and 62-528.455(3)(a), F.A.C., the permittee shall submit an application for renewal of the existing injection well system operating permit (a minimum of 5 copies) with the applicable fee at least 60 days prior to the expiration of this operation permit. The application for renewal shall include the items listed in Rule 62-528.455(3)(b), F.A.C.
- 5. EMERGENCY DISPOSAL
  - a. All applicable federal, state and local permits must be in place to allow for any alternate discharges due to emergency or planned outage conditions.
  - b. Any changes in emergency disposal methods must be submitted for Technical Advisory Committee (TAC) review and Department approval.
  - c. The permittee shall notify the local office of the Department within 24 hours in the event the emergency discharge has been used. The notification should include the reason for using the emergency discharge, the duration of the discharge, and the volume discharged. Written notification shall be provided within 5 days after its occurrence.
- 6. The permittee is reminded of the necessity to comply with the pertinent regulations of any other regulatory agency, as well as any county, municipal, and federal regulations applicable to the project. These regulations may include, but are not limited to, those of the Federal Emergency Management Agency in implementing flood control measures. This permit should not be construed to imply compliance with the rules and regulations of other regulatory agencies.

FACILITY: Venture Out at Cudjoe Cay WWTP  
PERMITTEE: Venture Out at Cudjoe Cay, Inc.  
701 Spanish Main, Cudjoe Key, FL

PERMIT NUMBER: FLA014946  
PA FILE NUMBER: FLA014946-003-DW3P

Executed in Ft. Myers, Florida

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



\_\_\_\_\_  
Jon M. Iglehart  
Director of District Management

DATE: MAY 29, 2009

**STATEMENT OF BASIS  
FOR  
STATE OF FLORIDA  
DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FLA014946

PA FILE NUMBER: FLA014946-003-DW3P

FACILITY NAME: Venture Out at Cudjoe Cay WWTP

FACILITY LOCATION: Cudjoe Key  
Monroe County

NAME OF PERMITTEE: Venture Out at Cudjoe Cay, Inc.

PERMIT WRITER: Brandon Ivey

1. BASIS FOR EFFLUENT AND RECLAIMED WATER LIMITS AND MONITORING REQUIREMENTS (INCLUDING EFFLUENT MONITORING REQUIREMENTS)

The following table provides the basis for Part I. A. provisions.

UIC System U-001 (Class V wells to Class G-III waters):

Parameter	Limit	Basis	Rationale
BOD, Carbonaceous 5 day, 20C (MG/L)	10.0	Annual Average	Chapter 99-395, Laws of Florida, Section 6
	12.5	Monthly Average	Chapter 99-395, Laws of Florida, Section 6
	15.0	Weekly Average	Chapter 99-395, Laws of Florida, Section 6
	20.0	Single Sample Max.	Chapter 99-395, Laws of Florida, Section 6
Solids, Total Suspended (MG/L)	10.0	Annual Average	Chapter 99-395, Laws of Florida, Section 6
	12.5	Monthly Average	Chapter 99-395, Laws of Florida, Section 6
	15.0	Weekly Average	Chapter 99-395, Laws of Florida, Section 6
	20.0	Single Sample Max.	Chapter 99-395, Laws of Florida, Section 6
Nitrogen, Total (as N) (MG/L)	10.0	Annual Average	Chapter 99-395, Laws of Florida, Section 6
	12.5	Monthly Average	Chapter 99-395, Laws of Florida, Section 6
	15.0	Weekly Average	Chapter 99-395, Laws of Florida, Section 6
	20.0	Single Sample Max.	Chapter 99-395, Laws of Florida, Section 6
Phosphorus, Total (as P) (MG/L)	1.0	Annual Average	Chapter 99-395, Laws of Florida, Section 6
	1.25	Monthly Average	Chapter 99-395, Laws of Florida, Section 6
	1.5	Weekly Average	Chapter 99-395, Laws of Florida, Section 6
	2.0	Single Sample Max.	Chapter 99-395, Laws of Florida, Section 6
pH (SU)	6.0 to 8.5	Minimum and Maximum	62-600.445 FAC
Coliform, Fecal (#/100ML)	200	Annual Average	Chapter 99-395, Laws of Florida, Section 6 & 62-600.440(4)(c)1. FAC
	200	Monthly Geo. Mean	62-600.440(4)(c)2. FAC
	400	90th Percentile	62-600.440(4)(c)3. FAC
	800	Single Sample Max.	62-600.440(4)(c)4. FAC
Total Residual Chlorine (For Disinfection) (MG/L)	0.5	Minimum	62-600.440(4)(b) FAC

The following table provides the basis for Part I. B. provisions.

Other Limitations and Monitoring Requirements:

Parameter	Limit	Basis	Rationale
Flow (MGD)	0.085	Monthly Average	62-600.400(3)(b)FAC
Percent Capacity, (TMADF/Permitted Capacity) x 100 (PERCENT)	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (MG/L)	Report	Monthly Average	62-601.300(1)FAC
Solids, Total Suspended (MG/L)	Report	Monthly Average	62-601.300(1)FAC
Monitoring Frequency and Sample Type	-	All Parameters	62-601 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Location	-	All Parameters	62-601, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

2. RESIDUALS MANAGEMENT

The method of residuals use or disposal by this facility is transport to the Miami-Dade Blackpoint WWTP or other WWTPs referenced in permit No. FLA016967 via the Monroe County Transfer Stations, or disposal in a Class I or II solid waste landfill.

3. GROUND WATER MONITORING REQUIREMENTS

Ground water monitoring requirements have been established in accordance with Rules 62-601 and 62-522, F.A.C.

4. SCHEDULES FOR IMPROVEMENT ACTIONS, CONSTRUCTION, AND ENGINEERING STUDIES

The following construction schedule for the facilities shall be followed, unless a minor permit revision is issued to amend the schedule:

Implementation Step	Completion Date
1   Complete BAT Construction	June 30, 2010



5. APPLICABLE RULES

The following were used as the basis of the permit limitations/conditions:

- a. FAC refers to various portions of the Florida Administrative Code.

The effective dates of FAC Rule Chapters cited in the table are as follows:

<u>Chapter</u>	<u>Effective Date</u>
62-4	05-01-03
62-160	04-09-02
62-302	05-15-02
62-520	12-09-96
62-522	08-27-01
62-550	05-28-03
62-600	12-24-96
62-601	12-24-96
62-602	02-06-02
62-610	03-09-07
62-620	08-25-03
62-625	01-08-97
62-640	03-30-98
62-650	12-26-96
62-699	07-05-01

- b. FS refers to various portions of the Florida Statutes

- c. CFR refers to various portions of the Code of Federal Regulations, Title 40

- d. BPJ refers to Best Professional Judgment

**DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A**

When Completed mail this report to: Department of Environmental Protection, South District, P.O. Box 2549, Ft. Myers, FL, 33902-2549

PERMITTEE NAME: Venture Out at Cudjoe Cay, Inc.  
 MAILING ADDRESS: 701 Spanish Main  
 Cudjoe Key, FL

PERMIT NUMBER: FLA014946

LIMIT: Final  
 CLASS SIZE: N/A

REPORT: Monthly  
 GROUP: Domestic

FACILITY: Venture Out at Cudjoe Cay WWTP  
 LOCATION: 701 Spanish Main

MONITORING GROUP NUMBER: U-001  
 MONITORING GROUP DESC: , including Influent

Cudjoe Key, FL 33042

COUNTY: Monroe

NO DISCHARGE FROM SITE:

MONITORING PERIOD From: \_\_\_\_\_ To \_\_\_\_\_

Parameter		Quantity or Loading	Units	Quality or Concentration		Units	No. Ex.	Frequency of Analysis	Sample Type
BOD, Carbonaceous 5 day, 20C	Sample Measurement								
PARM Code 80082 Y Mon.Site No. EFA-01	Permit Requirement			10.0 (An.Avg.)		MG/L		Every Two Weeks	Grab
BOD, Carbonaceous 5 day, 20C	Sample Measurement								
PARM Code 80082 A Mon.Site No. EFA-01	Permit Requirement			12.5 (Mo.Avg.)	20.0 (Max.)	MG/L		Every Two Weeks	Grab
Solids, Total Suspended	Sample Measurement								
PARM Code 00530 Y Mon.Site No. EFA-01	Permit Requirement			10.0 (An.Avg.)		MG/L		Every Two Weeks	Grab
Solids, Total Suspended	Sample Measurement								
PARM Code 00530 A Mon.Site No. EFA-01	Permit Requirement			12.5 (Mo.Avg.)	20.0 (Max.)	MG/L		Every Two Weeks	Grab
Nitrogen, Total (as N)	Sample Measurement								
PARM Code 00600 Y Mon.Site No. EFA-01	Permit Requirement			10.0 (An.Avg.)		MG/L		Every Two Weeks	Grab
Nitrogen, Total (as N)	Sample Measurement								
PARM Code 00600 A Mon.Site No. EFA-01	Permit Requirement			12.5 (Mo.Avg.)	20.0 (Max.)	MG/L		Every Two Weeks	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (YY/MM/DD)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

**DISCHARGE MONITORING REPORT - PART A (Continued)**

FACILITY: Venture Out at Cudjoe Cay WWTP

MONITORING GROUP  
NUMBER:  
MONITORING PERIOD

U-001

PERMIT NUMBER: FLA014946

From: \_\_\_\_\_ To: \_\_\_\_\_

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type	
Phosphorus, Total (as P)	Sample Measurement								
PARM Code 00665 Y Mon.Site No. EFA-01	Permit Requirement			1.0 (An.Avg.)	MG/L		Every Two Weeks	Grab	
Phosphorus, Total (as P)	Sample Measurement								
PARM Code 00665 A Mon.Site No. EFA-01	Permit Requirement			1.25 (Mo.Avg.)	2.0 (Max.)	MG/L	Every Two Weeks	Grab	
pH	Sample Measurement								
PARM Code 00400 A Mon.Site No. EFA-01	Permit Requirement			6.0 (Min.)	8.5 (Max.)	SU	5 Days/Week	Grab	
Coliform, Fecal	Sample Measurement								
PARM Code 74055 Y Mon.Site No. EFA-01	Permit Requirement			200 (An.Avg.)		#/100ML	Every Two Weeks	Grab	
Coliform, Fecal	Sample Measurement								
PARM Code 74055 A Mon.Site No. EFA-01	Permit Requirement			Report (Mo.Geo.Mean)	400 (90%)	800 (Max.)	#/100ML	Every Two Weeks	Grab
Total Residual Chlorine (For Disinfection)	Sample Measurement								
PARM Code 50060 A Mon.Site No. EFA-01	Permit Requirement			0.5 (Min.)		MG/L	5 Days/Week	Grab	
Flow	Sample Measurement								
PARM Code 50050 1 Mon.Site No. FLW-01	Permit Requirement	0.085 (Mo.Avg.)	Report (3-Mo.Avg.)	MGD			5 Days/Week	Meter	
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement								
PARM Code 00180 P Mon.Site No. CAL-01	Permit Requirement			Report		PERCENT	Monthly	Calculated	
BOD, Carbonaceous 5 day, 20C	Sample Measurement								
PARM Code 80082 G Mon.Site No. INF-01	Permit Requirement			Report (Mo.Avg.)		MG/L	Every Two Weeks	Grab	
Solids, Total Suspended	Sample Measurement								
PARM Code 00530 G Mon.Site No. INF-01	Permit Requirement			Report (Mo.Avg.)		MG/L	Every Two Weeks	Grab	



**INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT**

Read these instructions as well as the SUPPLEMENTAL INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28<sup>th</sup> of the month following the monitoring period. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data. When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign (" $<$ ") followed by the laboratory's MDL value, e.g.  $< 0.001$ . A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

**PART A -DISCHARGE MONITORING REPORT (DMR)**

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

**No Discharge From Site:** Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Sample Measurement:** Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units.

**No. Ex.:** Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

**Frequency of Analysis:** The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

**Sample Type:** The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

**Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

**Comment and Explanation of Any Violations:** Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

**PART B - DATA QUALIFIER RESULTS**

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Daily Monitoring Results:** Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

Add the results to get the Total and divide by the number of days in the month to get the Monthly Average.

**Plant Staffing:** List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

**PART D - GROUND WATER MONITORING REPORT**

**Monitoring Period:** Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

**Date Sample Obtained:** Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

**Time Sample Obtained:** Enter the time the sample was taken.

**Sample Measurement:** Record the results of the analysis. If the result was below the minimum detection limit, indicate that.

**Detection Limits:** Record the detection limits of the analytical methods used.

**Analysis Method:** Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

**Sampling Equipment Used:** Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

**Samples Filtered:** Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

**Signature:** This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

**Comments and Explanation:** Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

**SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES**

**Flow (Limited Wet Weather Discharge):** Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

**Flow (Upstream):** Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

**Actual Stream Dilution Ratio:** To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

**No. of Days the SDF > Stream Dilution Ratio:** For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (\*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "\*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

**CBOD<sub>5</sub>:** Enter the average CBOD<sub>5</sub> of the reclaimed water discharged during the period shown in duration of discharge.

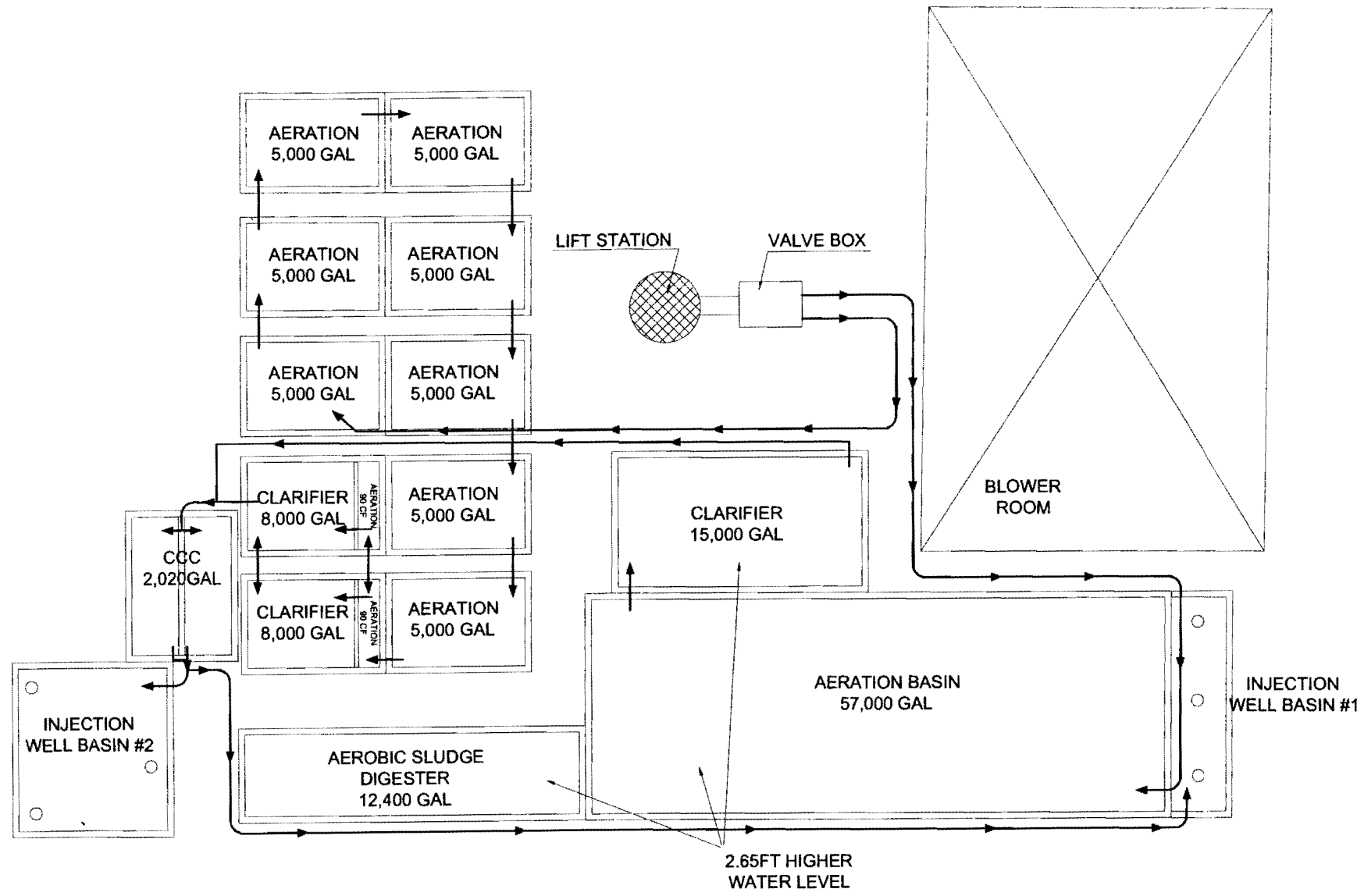
**TKN:** Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

**Actual Rainfall:** Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

**Rainfall During Average Rainfall Year:** On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

**No. of Days LWWD Activated During Calendar Year:** Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

**Reason for Discharge:** Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.



*Edward M. Coker*

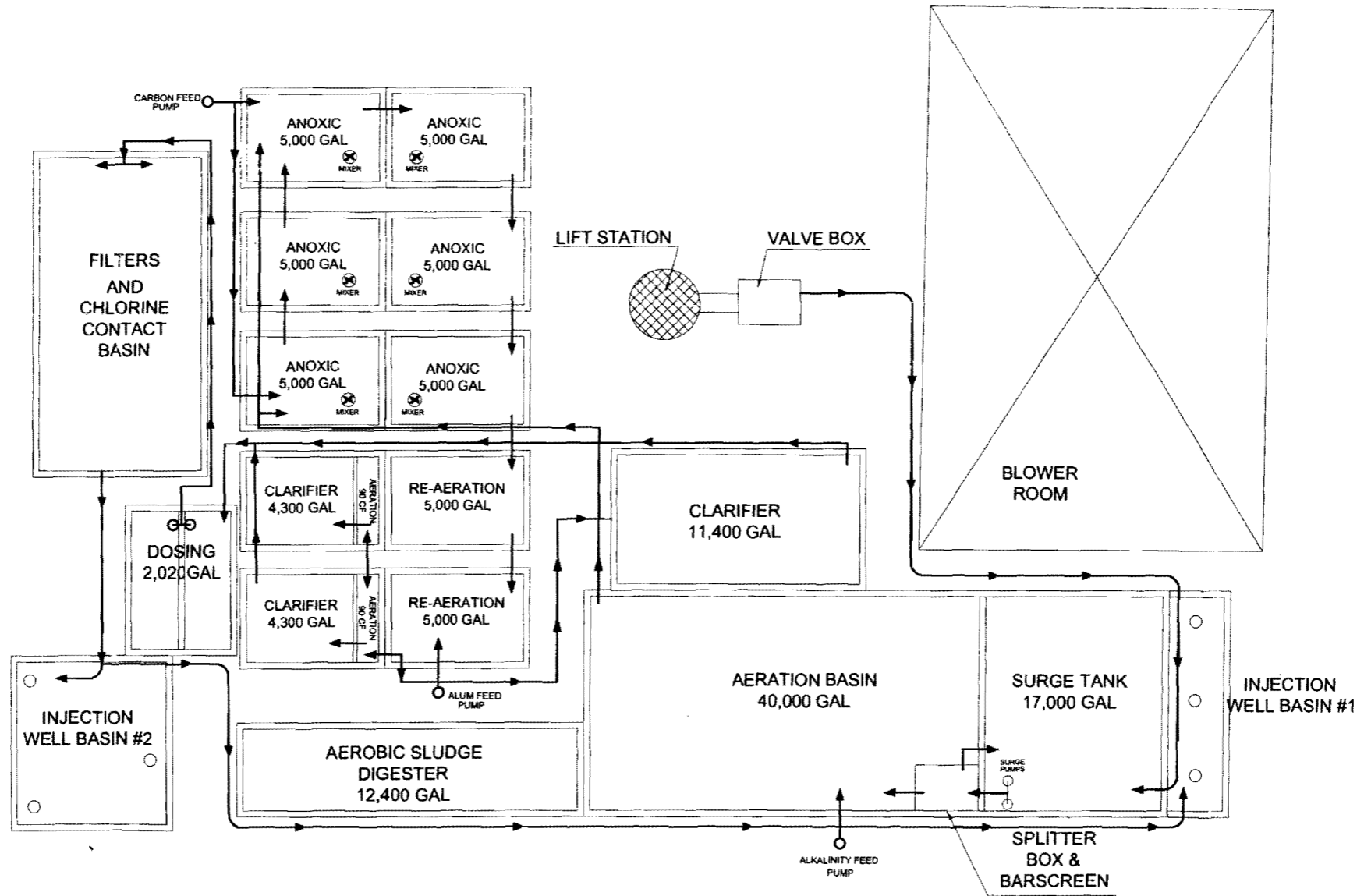
JUL 03 2008  
 Edward M. Coker  
 Professional Engineer  
 State of Florida  
 Registration No. 58814

Description	Revisions

**VENTURE OUT  
 WASTEWATER TREATMENT PLANT  
 EXISTING LAYOUT**

**WEC** THE WELER ENGINEERING CORPORATION  
 20020 VETERANS BOULEVARD  
 SUITE 7  
 PORT CHARLOTTE, FLORIDA 33954  
 (941) 764-6447

Design DS	Drawn DS	Checked
Approved by		
Scale NTS		
Job No. 08109-001		
Date Issued 06/09/2008		
Sheet No. of 1 1		



*John Jones*

REGISTERED PROFESSIONAL ENGINEER  
 STATE OF FLORIDA  
 REGISTRATION NO. 58374

Description	Revisions

**VENTURE OUT  
 WASTEWATER TREATMENT PLANT  
 PROPOSED MODIFICATIONS**

**WEC** THE WEILER ENGINEERING CORPORATION  
 20020 VETERANS BOULEVARD  
 SUITE 7  
 PORT CHARLOTTE, FLORIDA 33954  
 (941) 764-6447

Design	Drawn	Checked
Approved by		
Scale NTS		
Job No.	06109 001	
Date Issued	06/09/2008	
Sheet No.	of 1 1	



## Exhibit "D"

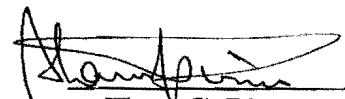
### STATEMENT OF AUTHORITY

**January 18<sup>th</sup>, 2010** – The Board of Directors, of Venture Out at Cudjoe Cay, Inc., at a duly called and convened meeting, did unanimously approve the proposed Venture Out Wastewater Tariff ( submitted as Exhibit "E"), of which a document is included and identified as Venture Out at Cudjoe Cay, Inc. 2010 Classification Rates, Fees, and Charges.

This was accomplished by the authority granted to them within corporate documents "Declaration of Condominium" Article X. Assessments A; "By-Laws" Article III. Directors, Section 11. Powers and Duties (b.)

**February 15<sup>th</sup>, 2010** - The Board of Directors, of Venture Out at Cudjoe Cay, Inc., at a duly called and convened meeting, did unanimously approve the current Venture Out at Cudjoe Cay, Inc., a condominium, Fiscal Year 2011 Operating Budget (4/1/10 – 3/31/11)

This was accomplished by the authority granted to them within corporate documents "Declaration of Condominium" Article X. Assessments A; "By-Laws" Article III. Directors, Section 11. Powers and Duties (b.)

  
**Hans G. Pirner**  
**President**

**Exhibit “E”**

**WASTEWATER TARIFF**

**of**

**Venture Out at Cudjoe Cay, Inc.**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

# WASTEWATER TARIFF

of

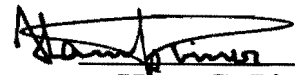
## Venture Out at Cudjoe Cay, Inc.

701 Spanish Main Drive  
Cudjoe Key, FL. 33042

Telephone

Business (305) 745-3233  
Emergency (305) 797-3486

FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

  
Hans G. Pirner

---


President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

TABLE OF CONTENTS

	Sheet Number
Community Served -----	4.0
Description of Territory Served -----	3.1
Index of	
Rates and Charges Schedule -----	18.0
Rules and Regulations -----	6.0 - 10.0
Service Availability Policy -----	16.0
Standard Forms -----	17.0
Technical Terms and Abbreviations -----	5.0, 5.1
Territory Authority -----	3.0

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

TERRITORY AUTHORITY

CERTIFICATE NUMBER – *PENDING*

COUNTY - **MONROE**

COMMISSION ORDER(S) APPROVING TERRITORY SERVED

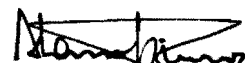
Order Number

Date Issued

Docket Served

Filing Type

(Continued to Sheet 3.1)

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President

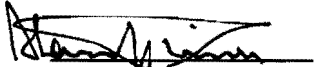
**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 3.0)

**DESCRIPTION OF TERRITORY SERVED**

All of the East one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-eight (28), Township sixty-six (66) East, lying South of the South right-of-way line of U.S. Highway No. 1 (S.R. No. 5), and all of Government Lot #2, Section twenty-seven (27), Township sixty-six (66) South, Range twenty-eight (28) East, lying South of the South right-of-way line of U.S. Highway No. 1 (S.R. No. 5), and all of Government Lot #2 and #3, Section thirty-four (34), Township sixty-six (66) South, Range twenty-eight East. All on Cudjoe Key, Monroe County, Florida.

  
Hans G. Pirner

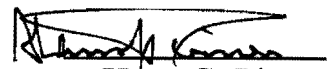
\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**COMMUNITY SERVED LISTING**

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule Available</u>	<u>Sheet No.</u>
<b>MONROE</b>	<b>VENTURE OUT AT CUDJOE CAY, INC.</b>	<b>YES</b>	<b>18.0</b>

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**TECHNICAL TERMS AND ABBREVIATIONS**

- 1.0 "BFC" - the abbreviation for "Base Facility Charge" which is the minimum amount Venture Out may charge its Customers and is separate from the amount Venture Out bills its Customers for wastewater flow.
- 2.0 "CERTIFICATE"- A document issued by the Commission authorizing Venture Out to provide wastewater service in a specific territory.
- 3.0 "COMMISSION"- the shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITY SERVED"- The group of Customers who receive wastewater service from Venture Out and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "VENTURE OUT"- the shortened name for the full name of the utility which is **Venture Out at Cudjoe Cay, Inc.**
- 6.0 "CUSTOMER"- Any person, firm, or corporation who has entered into an agreement to receive wastewater service from Venture Out and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION"- All pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN"- A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.

(Continued to Sheet No.5.1)

  
Hans G. Pirner

President

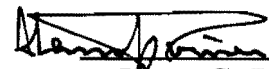


**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet 5.0)

- 9.0 "RATE"- Amount which Venture Out may charge for wastewater service which is based upon the Customer's metered potable water consumption, billed in one hundred gallon increments.
- 10.0 "SCHEDULE"- The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE"- As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of Venture Out to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION"- the point where Venture Out's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES"- The pipes between Venture Out's Mains and the Service Connection and which includes all of the pipes, fittings, and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY"- The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range, and section in a Certificate, which may be within or without the boundaries of an incorporated municipality.

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**INDEX OF RULES AND REGULATIONS**

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises . . . . .	9.0	12.0
Adjustment of Bills . . . . .	10.0	20.0
Application . . . . .	7.0	3.0
Applications by Agents . . . . .	7.0	4.0
Change of Customer's Installation . . . . .	8.0	10.0
Continuity of Service . . . . .	8.0	8.0
Customer Billing . . . . .	9.0	15.0
Delinquent Bills . . . . .	10.0	17.0
Evidence of Consumption . . . . .	10.0	22.0
Extensions . . . . .	7.0	6.0
Filing of Contracts . . . . .	10.0	21.0
General Information . . . . .	7.0	1.0
Inspection of Customer's Installation . . . . .	8.0	11.0
Limitation of Use . . . . .	8.0	9.0

(Continued to Sheet No. 6.1)



Hans G. Pirner

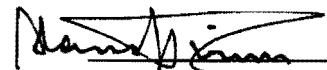
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Payment of Water and Wastewater Service Bills Concurrently .....	9.0	16.0
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	9.0	13.0
Refusal or Discontinuance of Service .....	7.0	5.0
Right-of-way or Easements .....	9.0	14.0
Termination of Service .....	10.0	18.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Wastewater .....	10.0	19.0

  
 \_\_\_\_\_  
 Hans G. Pirner

\_\_\_\_\_  
 President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**RULES AND REGULATIONS**

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of Venture Out and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom Venture Out renders wastewater service.

Venture Out shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE - Any dispute between Venture Out and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. Venture Out shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - Venture Out may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to Venture Out's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of Venture Out and shall comply with all laws and governmental regulations applicable to same. Venture Out shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. Venture Out reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued to Sheet No. 8.0)

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 7.0)

8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, Venture Out will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service. If at any time Venture Out shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

9.0 LIMITATION OF USE - Wastewater service purchased from Venture Out shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into Venture Out's main wastewater lines.


In no case shall a Customer, except with the written consent of Venture Out, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to Venture Out for wastewater service rendered by Venture Out (calculated on proper classification and rate schedules) and until reimbursement is made in full to Venture Out for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

10.0 CHANGE OF CUSTOMER'S INSTALLATION - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of Venture Out, shall be made without written consent of Venture Out. The Customer shall be liable for any change resulting from a violation of this Rule.

11.0 INSPECTION OF CUSTOMER'S INSTALLATION - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, Venture Out cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by Venture Out.

Notwithstanding the above, Venture Out reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued to Sheet No. 9.0)

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 8.0)

- 12.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of Venture Out access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 PROTECTION OF VENTURE OUT'S PROPERTY - The Customer shall exercise reasonable diligence to protect Venture Out's property. If the Customer is found to have tampered with any Venture Out property or refuses to correct any problems reported by Venture Out, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of Venture Out caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 RIGHT-OF-WAY OR EASEMENTS - The Customer shall grant or cause to be granted to Venture Out, and without cost to Venture Out, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, Venture Out may not consider a Customer delinquent in paying his or her bill until the thirty first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on Venture Out's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the utility shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by Venture Out, payment of any wastewater service bill rendered by Venture Out to a Customer shall not be accepted by Venture Out without the simultaneous or concurrent payment of any water service bill rendered by Venture Out.

(Continued to Sheet No. 10.0)

  
Hans G. Pirner

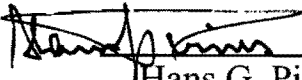
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after Venture Out has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by Venture Out, Venture Out may require reasonable notice to Venture Out in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by Venture Out for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a valid copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

  
Hans G. Pirner

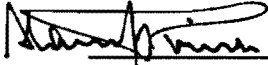
\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**INDEX OF RATES AND CHARGES SCHEDULES**

	<u>Sheet Number</u>
Customer Deposits . . . . .	14.0
General Service, GS . . . . .	12.0
Miscellaneous Service Charges . . . . .	15.0
Residential Service, RS . . . . .	13.0
Service Availability Fees and Charges . . . . .	16.0

  
\_\_\_\_\_

Hans G. Pirner

\_\_\_\_\_  
President



**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

GENERAL SERVICE (Commercial)

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by Venture Out.
- APPLICABILITY - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - Quarterly – Due upon the first day of the first subsequent month of the quarter being billed.:
  - First Quarter – April
  - Second Quarter – July
  - Third Quarter – October
  - Fourth Quarter – January

RATE - Wastewater flow charge is the monthly per thousand gallon charge for wastewater flow, based on metered potable water consumption, billed in 100 gallon increments:

Wastewater Flow Charge - \$5.16 per thousand gallons (ptg) for all metered water consumption

MINIMUM CHARGE – Monthly Base Facility Charge for the following potable water meter sizes:

<u>Meter Size</u>	<u>Monthly Charge</u>
5/8" x 3/4"	\$16.37
1"	\$40.92
1.5"	\$81.84
2"	\$132.00

TERMS OF PAYMENT - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE –

TYPE OF FILING -

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**RESIDENTIAL SERVICE**

**RATE SCHEDULE RS**

- AVAILABILITY** - Available throughout the area served by Venture Out.
- APPLICABILITY** - For wastewater service for all purposes in private residences individually metered.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Quarterly – Due upon the first day of the first subsequent month of the quarter being billed.:  
First Quarter – April  
Second Quarter – July  
Third Quarter – October  
Fourth Quarter – January
- SERVICE RATE** - Applicable Base Facility Charge, in addition to the Wastewater Flow Charge, which is the monthly per thousand gallon charge for wastewater flow, based on metered potable water consumption, billed in 100 gallon increments:  
  
\$4.29 ptg billed up to a maximum 10,000 gallons of metered water consumption  
  
\$5.16 ptg billed when consumption is greater than > 10,000 gallons
- MINIMUM CHARGE** - Residential Base Facility Charge \$16.37/month
- TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** -

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**CUSTOMER DEPOSITS**

**ESTABLISHMENT OF CREDIT** - Before rendering wastewater service, Venture Out may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with Venture Out's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

**AMOUNT OF DEPOSIT** - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$15.00	\$20.00
1"	\$15.00	\$20.00
1 1/2"	\$15.00	\$20.00
Over 2"	\$15.00	\$20.00

**ADDITIONAL DEPOSIT** - Under Rule 25-30.311(7), Florida Administrative Code, Venture Out may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

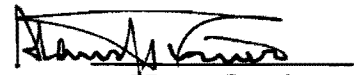
**INTEREST ON DEPOSIT** - Venture Out shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). Venture Out will pay or credit accrued interest to the Customer's account during the Month of March of each year.

**REFUND OF DEPOSIT** - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, Venture Out shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. Venture Out may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit Venture Out from refunding a Customer's deposit in less than 23 months.

**EFFECTIVE DATE** -

**TYPE OF FILING** -



Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.****WASTEWATER TARIFF****MISCELLANEOUS SERVICE CHARGES**

Venture Out may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of Venture Out require multiple actions.

**INITIAL CONNECTION** - This charge may be levied for service initiation at a location where service did not exist previously.

**NORMAL RECONNECTION** - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

**VIOLATION RECONNECTION** - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

**PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION)** - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

**Schedule of Miscellaneous Service Charges**

Initial Connection Fee	<b><u>\$ 15.00</u></b>
Normal Reconnection Fee	<b><u>\$ 15.00</u></b>
Violation Reconnection Fee	<b><u>\$ Actual Cost (1)</u></b>
Premises Visit Fee (in lieu of disconnection)	<b><u>\$ 10.00</u></b>

(1) Actual Cost is equal to the total cost incurred for services.

**EFFECTIVE DATE**

**TYPE OF FILING** -

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**SERVICE AVAILABILITY FEES AND CHARGES**

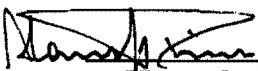
The Board of Directors of the Corporation shall fix and determine, from time to time, the sum or sums necessary and adequate for the common expenses of the Condominium property.

Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, cost of carrying out the power and duties of the corporation. The Board of Directors is specifically empowered, on behalf of the Corporation, to make and collect assessments, and to maintain, repair, and replace the common elements and the limited common elements of the Condominium. Funds for the payment of the common expenses shall be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in the Declaration. Said assessment shall be payable as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinabove provided for regular assessment, and shall be payable in the manner determined by the Board of Directors

These common elements include, but are not limited to the following: the water distribution system, the sewage collection system, the roads within the condominium property, pathways as shown on the condominium subdivision plat, bathhouses, recreation facilities in the recreation area, service facilities in common use areas, beaches, parks, parking areas, drainage facilities, and any other areas which are for the common benefit and enjoyment of the owners of the lots. Expenses for the operation and maintenance of the condominium parcels and all common use elements will be paid by the condominium parcel owner in the amount of 1/659 of the total amount thereof per month.

EFFECTIVE DATE -

TYPE OF FILING -

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**WASTEWATER  
Application Form**

Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

City

State

Zip

Service Address \_\_\_\_\_

City

State

Zip

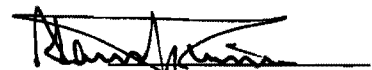
Requested Service Commencement Date \_\_\_\_\_

By signing this agreement, the Customer agrees to the following:

1. Venture Out shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled, and protected or which may adversely affect the wastewater service; Venture Out reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. Venture Out may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Venture Out Rules and Regulations as contained in the tariff. In addition, the Customer has received from Venture Out a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within thirty (30) days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by Venture Out, Venture Out may require (oral, written) notice within twenty-one (21) days prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President



Exhibit "E"

**COPY**

**WASTEWATER TARIFF**

of

**Venture Out at Cudjoe Cay, Inc.**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**



# **WASTEWATER TARIFF**

**of**

## **Venture Out at Cudjoe Cay, Inc.**

**701 Spanish Main Drive  
Cudjoe Key, FL. 33042**

**Telephone**

**Business (305) 745-3233**

**Emergency (305) 797-3486**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.****WASTEWATER TARIFF**

## TABLE OF CONTENTS

	Sheet Number
Community Served -----	4.0
Description of Territory Served -----	3.1
Index of	
Rates and Charges Schedule -----	18.0
Rules and Regulations -----	6.0 - 10.0
Service Availability Policy -----	16.0
Standard Forms -----	17.0
Technical Terms and Abbreviations -----	5.0, 5.1
Territory Authority -----	3.0

  
 \_\_\_\_\_  
 Hans G. Pirner

\_\_\_\_\_  
 President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**TERRITORY AUTHORITY**

**CERTIFICATE NUMBER – *PENDING***

**COUNTY - **MONROE****

**COMMISSION ORDER(s) APPROVING TERRITORY SERVED**

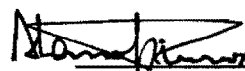
**Order Number**

**Date Issued**

**Docket Served**

**Filing Type**

(Continued to Sheet 3.1)

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President

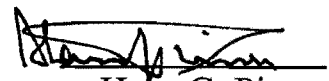
**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 3.0)

**DESCRIPTION OF TERRITORY SERVED**

All of the East one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-eight (28), Township sixty-six (66) East, lying South of the South right-of-way line of U.S. Highway No. 1 (S.R. No. 5), and all of Government Lot #2, Section twenty-seven (27), Township sixty-six (66) South, Range twenty-eight (28) East, lying South of the South right-of-way line of U.S. Highway No. 1 (S.R. No. 5), and all of Government Lot #2 and #3, Section thirty-four (34), Township sixty-six (66) South, Range twenty-eight East. All on Cudjoe Key, Monroe County, Florida.

  
Hans G. Pirner

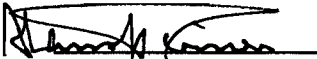
\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**COMMUNITY SERVED LISTING**

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedule Available</u>	<u>Sheet No.</u>
<b>MONROE</b>	<b>VENTURE OUT AT CUDJOE CAY, INC.</b>	<b>YES</b>	<b>18.0</b>

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**TECHNICAL TERMS AND ABBREVIATIONS**

- 1.0 "BFC" - the abbreviation for "Base Facility Charge" which is the minimum amount Venture Out may charge its Customers and is separate from the amount Venture Out bills its Customers for wastewater flow.
- 2.0 "CERTIFICATE"- A document issued by the Commission authorizing Venture Out to provide wastewater service in a specific territory.
- 3.0 "COMMISSION"- the shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITY SERVED"- The group of Customers who receive wastewater service from Venture Out and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "VENTURE OUT"- the shortened name for the full name of the utility which is **Venture Out at Cudjoe Cay, Inc.**
- 6.0 "CUSTOMER"- Any person, firm, or corporation who has entered into an agreement to receive wastewater service from Venture Out and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION"- All pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN"- A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.

(Continued to Sheet No.5.1)

  
Hans G. Pirner

President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet 5.0)

- 9.0 "RATE"- Amount which Venture Out may charge for wastewater service which is based upon the Customer's metered potable water consumption, billed in one hundred gallon increments.
- 10.0 "SCHEDULE"- The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE"- As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of Venture Out to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION"- the point where Venture Out's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES"- The pipes between Venture Out's Mains and the Service Connection and which includes all of the pipes, fittings, and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY"- The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range, and section in a Certificate, which may be within or without the boundaries of an incorporated municipality.

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.****WASTEWATER TARIFF****INDEX OF RULES AND REGULATIONS**

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	9.0	12.0
Adjustment of Bills .....	10.0	20.0
Application .....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer's Installation .....	8.0	10.0
Continuity of Service .....	8.0	8.0
Customer Billing .....	9.0	15.0
Delinquent Bills .....	10.0	17.0
Evidence of Consumption .....	10.0	22.0
Extensions .....	7.0	6.0
Filing of Contracts .....	10.0	21.0
General Information .....	7.0	1.0
Inspection of Customer's Installation .....	8.0	11.0
Limitation of Use .....	8.0	9.0

(Continued to Sheet No. 6.1)


  
 \_\_\_\_\_  
 Hans G. Pirner

 \_\_\_\_\_  
 President



**Venture Out at Cudjoe Cay, Inc.****WASTEWATER TARIFF**

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Payment of Water and Wastewater Service Bills Concurrently .....	9.0	16.0
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	9.0	13.0
Refusal or Discontinuance of Service .....	7.0	5.0
Right-of-way or Easements .....	9.0	14.0
Termination of Service .....	10.0	18.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Wastewater .....	10.0	19.0


  
 Hans G. Pirner

---

 President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**RULES AND REGULATIONS**

- 1.0 **GENERAL INFORMATION** - These Rules and Regulations are a part of the rate schedules and applications and contracts of Venture Out and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom Venture Out renders wastewater service.
- Venture Out shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.
- 2.0 **POLICY DISPUTE** - Any dispute between Venture Out and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 **APPLICATION** - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. Venture Out shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 **APPLICATIONS BY AGENTS** - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 **REFUSAL OR DISCONTINUANCE OF SERVICE** - Venture Out may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 **EXTENSIONS** - Extensions will be made to Venture Out's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 **TYPE AND MAINTENANCE** - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of Venture Out and shall comply with all laws and governmental regulations applicable to same. Venture Out shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. Venture Out reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued to Sheet No. 8.0)

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 7.0)

8.0 **CONTINUITY OF SERVICE** - In accordance with Rule 25-30.250, Florida Administrative Code, Venture Out will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service. If at any time Venture Out shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

9.0 **LIMITATION OF USE** - Wastewater service purchased from Venture Out shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into Venture Out's main wastewater lines.

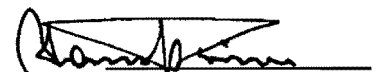
In no case shall a Customer, except with the written consent of Venture Out, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to Venture Out for wastewater service rendered by Venture Out (calculated on proper classification and rate schedules) and until reimbursement is made in full to Venture Out for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

10.0 **CHANGE OF CUSTOMER'S INSTALLATION** - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of Venture Out, shall be made without written consent of Venture Out. The Customer shall be liable for any change resulting from a violation of this Rule.

11.0 **INSPECTION OF CUSTOMER'S INSTALLATION** - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, Venture Out cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by Venture Out.

Notwithstanding the above, Venture Out reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued to Sheet No. 9.0)

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 8.0)

- 12.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of Venture Out access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 **PROTECTION OF VENTURE OUT'S PROPERTY** - The Customer shall exercise reasonable diligence to protect Venture Out's property. If the Customer is found to have tampered with any Venture Out property or refuses to correct any problems reported by Venture Out, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of Venture Out caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 **RIGHT-OF-WAY OR EASEMENTS** - The Customer shall grant or cause to be granted to Venture Out, and without cost to Venture Out, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 **CUSTOMER BILLING** - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, Venture Out may not consider a Customer delinquent in paying his or her bill until the thirty first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on Venture Out's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the utility shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by Venture Out, payment of any wastewater service bill rendered by Venture Out to a Customer shall not be accepted by Venture Out without the simultaneous or concurrent payment of any water service bill rendered by Venture Out.

(Continued to Sheet No. 10.0)

  
Hans G. Pirner

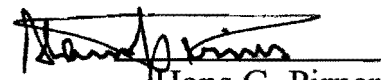
\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after Venture Out has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by Venture Out, Venture Out may require reasonable notice to Venture Out in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by Venture Out for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a valid copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

  
Hans G. Pirner

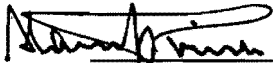
\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

INDEX OF RATES AND CHARGES SCHEDULES

	<u>Sheet Number</u>
Customer Deposits .....	14.0
General Service, GS .....	12.0
Miscellaneous Service Charges .....	15.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	16.0

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**GENERAL SERVICE (Commercial)**

**RATE SCHEDULE GS**

- AVAILABILITY** - Available throughout the area served by Venture Out.
- APPLICABILITY** - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Quarterly – Due upon the first day of the first subsequent month of the quarter being billed:  
First Quarter – April  
Second Quarter – July  
Third Quarter – October  
Fourth Quarter – January

**RATE** - Wastewater flow charge is the monthly per thousand gallon charge for wastewater flow, based on metered potable water consumption, billed in 100 gallon increments:

**Wastewater Flow Charge - \$5.16 per thousand gallons (ptg) for all metered water consumption**

**MINIMUM CHARGE** – Monthly Base Facility Charge for the following potable water meter sizes:

<u>Meter Size</u>	<u>Monthly Charge</u>
5/8" x 3/4"	\$16.37
1"	\$40.92
1.5"	\$81.84
2"	\$132.00

**TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

**EFFECTIVE DATE** –

**TYPE OF FILING** -

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**RESIDENTIAL SERVICE**

**RATE SCHEDULE RS**

- AVAILABILITY** - Available throughout the area served by Venture Out.
- APPLICABILITY** - For wastewater service for all purposes in private residences individually metered.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Quarterly – Due upon the first day of the first subsequent month of the quarter being billed.:  
First Quarter – April  
Second Quarter – July  
Third Quarter – October  
Fourth Quarter – January
- SERVICE RATE** - Applicable Base Facility Charge, in addition to the Wastewater Flow Charge, which is the monthly per thousand gallon charge for wastewater flow, based on metered potable water consumption, billed in 100 gallon increments:  
  
\$4.29 ptg billed up to a maximum 10,000 gallons of metered water consumption  
  
\$5.16 ptg billed when consumption is greater than > 10,000 gallons
- MINIMUM CHARGE** - Residential Base Facility Charge \$16.37/month
- TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** -

  
Hans G. Pirner

\_\_\_\_\_  
President



**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**CUSTOMER DEPOSITS**

**ESTABLISHMENT OF CREDIT** - Before rendering wastewater service, Venture Out may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with Venture Out's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

**AMOUNT OF DEPOSIT** - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$15.00	\$20.00
1"	\$15.00	\$20.00
1 1/2"	\$15.00	\$20.00
Over 2"	\$15.00	\$20.00

**ADDITIONAL DEPOSIT** - Under Rule 25-30.311(7), Florida Administrative Code, Venture Out may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

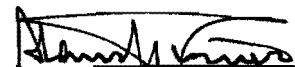
**INTEREST ON DEPOSIT** - Venture Out shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). Venture Out will pay or credit accrued interest to the Customer's account during the Month of March of each year.

**REFUND OF DEPOSIT** - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, Venture Out shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. Venture Out may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit Venture Out from refunding a Customer's deposit in less than 23 months.

**EFFECTIVE DATE** -

**TYPE OF FILING** -

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**MISCELLANEOUS SERVICE CHARGES**

Venture Out may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of Venture Out require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

**Schedule of Miscellaneous Service Charges**

Initial Connection Fee	<b><u>\$ 15.00</u></b>
Normal Reconnection Fee	<b><u>\$ 15.00</u></b>
Violation Reconnection Fee	<b><u>\$ Actual Cost (1)</u></b>
Premises Visit Fee (in lieu of disconnection)	<b><u>\$ 10.00</u></b>

(1) Actual Cost is equal to the total cost incurred for services.

**EFFECTIVE DATE**

**TYPE OF FILING -**

  
 \_\_\_\_\_  
 Hans G. Pirner

\_\_\_\_\_  
 President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**SERVICE AVAILABILITY FEES AND CHARGES**

The Board of Directors of the Corporation shall fix and determine, from time to time, the sum or sums necessary and adequate for the common expenses of the Condominium property.

Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, cost of carrying out the power and duties of the corporation. The Board of Directors is specifically empowered, on behalf of the Corporation, to make and collect assessments, and to maintain, repair, and replace the common elements and the limited common elements of the Condominium. Funds for the payment of the common expenses shall be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in the Declaration. Said assessment shall be payable as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinabove provided for regular assessment, and shall be payable in the manner determined by the Board of Directors

These common elements include, but are not limited to the following: the water distribution system, the sewage collection system, the roads within the condominium property, pathways as shown on the condominium subdivision plat, bathhouses, recreation facilities in the recreation area, service facilities in common use areas, beaches, parks, parking areas, drainage facilities, and any other areas which are for the common benefit and enjoyment of the owners of the lots. Expenses for the operation and maintenance of the condominium parcels and all common use elements will be paid by the condominium parcel owner in the amount of 1/659 of the total amount thereof per month.

EFFECTIVE DATE -

TYPE OF FILING -

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**WASTEWATER  
Application Form**

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Service Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

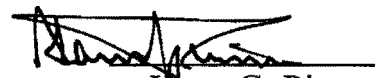
Requested Service Commencement Date \_\_\_\_\_

By signing this agreement, the Customer agrees to the following:

1. Venture Out shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled, and protected or which may adversely affect the wastewater service; Venture Out reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. Venture Out may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Venture Out Rules and Regulations as contained in the tariff. In addition, the Customer has received from Venture Out a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within thirty (30) days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by Venture Out, Venture Out may require (oral, written) notice within twenty-one (21) days prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
Hans G. Pirner

\_\_\_\_\_  
President

**VENTURE OUT AT CUDJOE CAY, INC.**

**2010**

**MONTHLY WASTEWATER RATES, FEES, & CHARGES**

**Venture Out Wastewater Service District**

**Base Facility Charge**

**7/1/10**

Residential Base Facility Charge .....\$ 16.37

All other Classes Base Facility Charge:

<u>Meter Size</u>	<u>Monthly Charge</u>
5/8"x 3/4"	\$16.37
1"	\$40.92
1.5"	\$81.84
2"	\$132.00

Wastewater Flow Charge – The Wastewater flow charge is the monthly per thousand gallon charge for wastewater flow, based on metered potable water consumption, billed in 100 gallon increments:

Single Family Residential:      \$4.29 ptg billed up to a maximum 10,000 gallons  
of metered water consumption per month

\$5.16 ptg billed when consumption is greater  
than < 10,000 gallons

General Service (Commercial):

\$5.16 ptg for all metered water consumption

**Exhibit "E"**

**COPY**

**WASTEWATER TARIFF**

**of**

**Venture Out at Cudjoe Cay, Inc.**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

# **WASTEWATER TARIFF**

**of**

## **Venture Out at Cudjoe Cay, Inc.**

**701 Spanish Main Drive  
Cudjoe Key, FL. 33042**

**Telephone**

**Business (305) 745-3233  
Emergency (305) 797-3486**

**FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION**

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

TABLE OF CONTENTS

	Sheet Number
Community Served _____	4.0
Description of Territory Served _____	3.1
Index of	
Rates and Charges Schedule _____	18.0
Rules and Regulations _____	6.0 - 10.0
Service Availability Policy _____	16.0
Standard Forms _____	17.0
Technical Terms and Abbreviations _____	5.0, 5.1
Territory Authority _____	3.0

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President



**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**TERRITORY AUTHORITY**

**CERTIFICATE NUMBER – *PENDING***

**COUNTY - **MONROE****

**COMMISSION ORDER(s) APPROVING TERRITORY SERVED**

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Served</u>	<u>Filing Type</u>
---------------------	--------------------	----------------------	--------------------

(Continued to Sheet 3.1)

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President

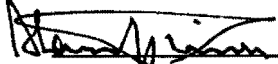
**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 3.0)

**DESCRIPTION OF TERRITORY SERVED**

All of the East one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-eight (28), Township sixty-six (66) East, lying South of the South right-of-way line of U.S. Highway No. 1 (S.R. No. 5), and all of Government Lot #2, Section twenty-seven (27), Township sixty-six (66) South, Range twenty-eight (28) East, lying South of the South right-of-way line of U.S. Highway No. 1 (S.R. No. 5), and all of Government Lot #2 and #3, Section thirty-four (34), Township sixty-six (66) South, Range twenty-eight East. All on Cudjoe Key, Monroe County, Florida.

  
Hans G. Pirner

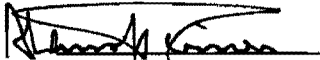
\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**COMMUNITY SERVED LISTING**

<u>County</u> <u>Name</u>	<u>Development</u> <u>Name</u>	<u>Rate</u> <u>Schedule</u> <u>Available</u>	<u>Sheet No.</u>
MONROE	VENTURE OUT AT CUDJOE CAY, INC.	YES	18.0

  
Hans G. Pirner

---

President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**TECHNICAL TERMS AND ABBREVIATIONS**

- 1.0 "BFC" - the abbreviation for "Base Facility Charge" which is the minimum amount Venture Out may charge its Customers and is separate from the amount Venture Out bills its Customers for wastewater flow.
- 2.0 "CERTIFICATE"- A document issued by the Commission authorizing Venture Out to provide wastewater service in a specific territory.
- 3.0 "COMMISSION"- the shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITY SERVED"- The group of Customers who receive wastewater service from Venture Out and whose service location is within a specific area or locality that is uniquely separate from another.
- 5.0 "VENTURE OUT"- the shortened name for the full name of the utility which is *Venture Out at Cudjoe Cay, Inc.*
- 6.0 "CUSTOMER"- Any person, firm, or corporation who has entered into an agreement to receive wastewater service from Venture Out and who is liable for the payment of that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION"- All pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN"- A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.

(Continued to Sheet No.5.1)

  
Hans G. Pirner

---

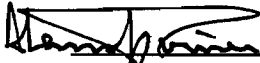
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet 5.0)

- 9.0 "RATE"- Amount which Venture Out may charge for wastewater service which is based upon the Customer's metered potable water consumption, billed in one hundred gallon increments.
- 10.0 "SCHEDULE"- The rate(s) or charge(s) for a particular classification of service plus the several provisions necessary for billing, including all special terms and conditions under which service shall be furnished at such rate or charge.
- 11.0 "SERVICE"- As mentioned in this tariff and in agreement with Customers, "Service" shall be construed to include, in addition to all wastewater service required by the Customer, the readiness and ability on the part of Venture Out to furnish wastewater service to the Customer. Service shall conform to the standards set forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION"- the point where Venture Out's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES"- The pipes between Venture Out's Mains and the Service Connection and which includes all of the pipes, fittings, and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY"- The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range, and section in a Certificate, which may be within or without the boundaries of an incorporated municipality.

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**INDEX OF RULES AND REGULATIONS**

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises .....	9.0	12.0
Adjustment of Bills .....	10.0	20.0
Application .....	7.0	3.0
Applications by Agents .....	7.0	4.0
Change of Customer's Installation .....	8.0	10.0
Continuity of Service .....	8.0	8.0
Customer Billing .....	9.0	15.0
Delinquent Bills .....	10.0	17.0
Evidence of Consumption .....	10.0	22.0
Extensions .....	7.0	6.0
Filing of Contracts .....	10.0	21.0
General Information .....	7.0	1.0
Inspection of Customer's Installation .....	8.0	11.0
Limitation of Use .....	8.0	9.0

(Continued to Sheet No. 6.1)

  
 \_\_\_\_\_  
 Hans G. Pirner

\_\_\_\_\_  
 President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 6.0)

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Payment of Water and Wastewater Service Bills Concurrently .....	9.0	16.0
Policy Dispute .....	7.0	2.0
Protection of Company's Property .....	9.0	13.0
Refusal or Discontinuance of Service .....	7.0	5.0
Right-of-way or Easements .....	9.0	14.0
Termination of Service .....	10.0	18.0
Type and Maintenance .....	7.0	7.0
Unauthorized Connections - Wastewater .....	10.0	19.0

  
Hans G. Pirner

---

President

## Venture Out at Cudjoe Cay, Inc.

### WASTEWATER TARIFF

#### RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of Venture Out and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom Venture Out renders wastewater service.

Venture Out shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE - Any dispute between Venture Out and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. Venture Out shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.
- 4.0 APPLICATIONS BY AGENTS - Applications for wastewater service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - Venture Out may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 EXTENSIONS - Extensions will be made to Venture Out's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of Venture Out and shall comply with all laws and governmental regulations applicable to same. Venture Out shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. Venture Out reserves the right to discontinue or withhold wastewater service to such apparatus or device.

(Continued to Sheet No. 8.0)



Hans G. Pirner

---

President



**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 7.0)

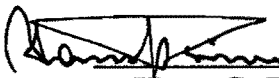
- 8.0 **CONTINUITY OF SERVICE** - In accordance with Rule 25-30.250, Florida Administrative Code, Venture Out will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous wastewater service. If at any time Venture Out shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.
- 9.0 **LIMITATION OF USE** - Wastewater service purchased from Venture Out shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer's own use and shall be collected directly into Venture Out's main wastewater lines.

In no case shall a Customer, except with the written consent of Venture Out, extend his lines across a street, alley, lane, court, property line, avenue, or other way in order to furnish wastewater service to the adjacent property even though such adjacent property may be owned by him. In case of such unauthorized extension, sale, or disposition of service, the Customer's wastewater service will be subject to discontinuance until such unauthorized extension, remetering, sale or disposition of service is discontinued and full payment is made to Venture Out for wastewater service rendered by Venture Out (calculated on proper classification and rate schedules) and until reimbursement is made in full to Venture Out for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 10.0 **CHANGE OF CUSTOMER'S INSTALLATION** - No changes or increases in the Customer's installation, which will materially affect the proper operation of the pipes, mains, or stations of Venture Out, shall be made without written consent of Venture Out. The Customer shall be liable for any change resulting from a violation of this Rule.
- 11.0 **INSPECTION OF CUSTOMER'S INSTALLATION** - All Customer's wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, Venture Out cannot render wastewater service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by Venture Out.

Notwithstanding the above, Venture Out reserves the right to inspect the Customer's installation prior to rendering wastewater service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

(Continued to Sheet No. 9.0)

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 8.0)

- 12.0 **ACCESS TO PREMISES** - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of Venture Out access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 13.0 **PROTECTION OF VENTURE OUT'S PROPERTY** - The Customer shall exercise reasonable diligence to protect Venture Out's property. If the Customer is found to have tampered with any Venture Out property or refuses to correct any problems reported by Venture Out, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of Venture Out caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 14.0 **RIGHT-OF-WAY OR EASEMENTS** - The Customer shall grant or cause to be granted to Venture Out, and without cost to Venture Out, all rights, easements, permits, and privileges which are necessary for the rendering of wastewater service.
- 15.0 **CUSTOMER BILLING** - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

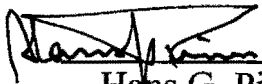
In accordance with Rule 25-30.335, Florida Administrative Code, Venture Out may not consider a Customer delinquent in paying his or her bill until the thirty first day after the Company has mailed or presented the bill for payment.

A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on Venture Out's bills to its Customers in such municipality or county.

If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the utility shall bill the Customer the base facility charge regardless of whether there is any usage.

- 16.0 **PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY** - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by Venture Out, payment of any wastewater service bill rendered by Venture Out to a Customer shall not be accepted by Venture Out without the simultaneous or concurrent payment of any water service bill rendered by Venture Out.

(Continued to Sheet No. 10.0)

  
Hans G. Pirner

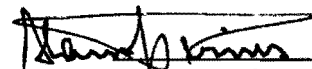
\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

(Continued from Sheet No. 9.0)

- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after Venture Out has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by Venture Out, Venture Out may require reasonable notice to Venture Out in accordance with Rule 25-30.325, Florida Administrative Code.
- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by Venture Out for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a valid copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 EVIDENCE OF CONSUMPTION - The initiation or continuation or resumption of water service to the Customer's premises shall constitute the initiation or continuation or resumption of wastewater service to the Customer's premises regardless of occupancy.

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**INDEX OF RATES AND CHARGES SCHEDULES**

	<u>Sheet Number</u>
Customer Deposits .....	14.0
General Service, GS .....	12.0
Miscellaneous Service Charges .....	15.0
Residential Service, RS .....	13.0
Service Availability Fees and Charges .....	16.0

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**GENERAL SERVICE (Commercial)**

**RATE SCHEDULE GS**

- AVAILABILITY** - Available throughout the area served by Venture Out.
- APPLICABILITY** - For wastewater service to all Customers for which no other schedule applies.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Quarterly – Due upon the first day of the first subsequent month of the quarter being billed.:  
First Quarter – April  
Second Quarter – July  
Third Quarter – October  
Fourth Quarter – January

**RATE** - Wastewater flow charge is the monthly per thousand gallon charge for wastewater flow, based on metered potable water consumption, billed in 100 gallon increments:

**Wastewater Flow Charge - \$5.16 per thousand gallons (ptg) for all metered water consumption**

**MINIMUM CHARGE** – Monthly Base Facility Charge for the following potable water meter sizes:

<u>Meter Size</u>	<u>Monthly Charge</u>
5/8" x 3/4"	\$16.37
1"	\$40.92
1.5"	\$81.84
2"	\$132.00

**TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

**EFFECTIVE DATE** –

**TYPE OF FILING** -

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**RESIDENTIAL SERVICE**

**RATE SCHEDULE RS**

- AVAILABILITY** - Available throughout the area served by Venture Out.
- APPLICABILITY** - For wastewater service for all purposes in private residences individually metered.
- LIMITATIONS** - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD** - Quarterly – Due upon the first day of the first subsequent month of the quarter being billed.:  
First Quarter – April  
Second Quarter – July  
Third Quarter – October  
Fourth Quarter – January
- SERVICE RATE** - Applicable Base Facility Charge, in addition to the Wastewater Flow Charge, which is the monthly per thousand gallon charge for wastewater flow, based on metered potable water consumption, billed in 100 gallon increments:  
  
\$4.29 ptg billed up to a maximum 10,000 gallons of metered water consumption  
  
\$5.16 ptg billed when consumption is greater than > 10,000 gallons
- MINIMUM CHARGE** - Residential Base Facility Charge \$16.37/month
- TERMS OF PAYMENT** - Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.
- EFFECTIVE DATE** -
- TYPE OF FILING** -

  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**CUSTOMER DEPOSITS**

**ESTABLISHMENT OF CREDIT** - Before rendering wastewater service, Venture Out may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with Venture Out's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

**AMOUNT OF DEPOSIT** - The amount of initial deposit shall be the following according to meter size:

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	\$15.00	\$20.00
1"	\$15.00	\$20.00
1 1/2"	\$15.00	\$20.00
Over 2"	\$15.00	\$20.00

**ADDITIONAL DEPOSIT** - Under Rule 25-30.311(7), Florida Administrative Code, Venture Out may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

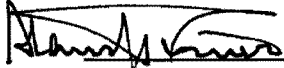
**INTEREST ON DEPOSIT** - Venture Out shall pay interest on Customer deposits pursuant to Rule 25-30.311(4) and (4a). Venture Out will pay or credit accrued interest to the Customer's account during the Month of March of each year.

**REFUND OF DEPOSIT** - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, Venture Out shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. Venture Out may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rule 25-30.311(4) and (5), Florida Administrative Code.

Nothing in this rule shall prohibit Venture Out from refunding a Customer's deposit in less than 23 months.

**EFFECTIVE DATE** -

**TYPE OF FILING** -

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**MISCELLANEOUS SERVICE CHARGES**

Venture Out may charge the following miscellaneous service charges in accordance with the terms state herein. If both water and wastewater services are provided, only a single charge is appropriate unless circumstances beyond the control of Venture Out require multiple actions.

INITIAL CONNECTION - This charge may be levied for service initiation at a location where service did not exist previously.

NORMAL RECONNECTION - This charge may be levied for transfer of service to a new Customer account at a previously served location or reconnection of service subsequent to a Customer requested disconnection.

VIOLATION RECONNECTION - This charge may be levied prior to reconnection of an existing Customer after disconnection of service for cause according to Rule 25-30.320(2), Florida Administrative Code, including a delinquency in bill payment.

PREMISES VISIT CHARGE (IN LIEU OF DISCONNECTION) - This charge may be levied when a service representative visits a premises for the purpose of discontinuing service for nonpayment of a due and collectible bill and does not discontinue service because the Customer pays the service representative or otherwise makes satisfactory arrangements to pay the bill.

**Schedule of Miscellaneous Service Charges**

Initial Connection Fee	<b><u>\$ 15.00</u></b>
Normal Reconnection Fee	<b><u>\$ 15.00</u></b>
Violation Reconnection Fee	<b><u>\$ Actual Cost (1)</u></b>
Premises Visit Fee (in lieu of disconnection)	<b><u>\$ 10.00</u></b>

(1) Actual Cost is equal to the total cost incurred for services.

EFFECTIVE DATE

TYPE OF FILING -

  
\_\_\_\_\_  
Hans G. Pirner

\_\_\_\_\_  
President



**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**SERVICE AVAILABILITY FEES AND CHARGES**

The Board of Directors of the Corporation shall fix and determine, from time to time, the sum or sums necessary and adequate for the common expenses of the Condominium property.

Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common elements and the limited common elements, cost of carrying out the power and duties of the corporation. The Board of Directors is specifically empowered, on behalf of the Corporation, to make and collect assessments, and to maintain, repair, and replace the common elements and the limited common elements of the Condominium. Funds for the payment of the common expenses shall be assessed against the unit owners in the proportions of percentages of sharing common expenses as provided in the Declaration. Said assessment shall be payable as ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinabove provided for regular assessment, and shall be payable in the manner determined by the Board of Directors

These common elements include, but are not limited to the following: the water distribution system, the sewage collection system, the roads within the condominium property, pathways as shown on the condominium subdivision plat, bathhouses, recreation facilities in the recreation area, service facilities in common use areas, beaches, parks, parking areas, drainage facilities, and any other areas which are for the common benefit and enjoyment of the owners of the lots. Expenses for the operation and maintenance of the condominium parcels and all common use elements will be paid by the condominium parcel owner in the amount of 1/659 of the total amount thereof per month.

EFFECTIVE DATE -

TYPE OF FILING -



Hans G. Pirner

\_\_\_\_\_  
President

**Venture Out at Cudjoe Cay, Inc.**

**WASTEWATER TARIFF**

**WASTEWATER  
Application Form**

Name \_\_\_\_\_ Telephone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Service Address \_\_\_\_\_

\_\_\_\_\_  
City State Zip

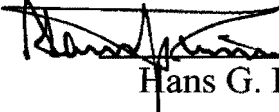
Requested Service Commencement Date \_\_\_\_\_

By signing this agreement, the Customer agrees to the following:

1. Venture Out shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer agrees not to utilize any appliance or device which is not properly constructed, controlled, and protected or which may adversely affect the wastewater service; Venture Out reserves the right to discontinue or withhold wastewater service to such apparatus or device.
2. Venture Out may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The Customer agrees to abide by all existing Venture Out Rules and Regulations as contained in the tariff. In addition, the Customer has received from Venture Out a copy of the brochure "Your Water and Wastewater Service" produced by the Florida Public Service Commission.
4. Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within thirty (30) days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a Customer wishes to terminate service on any premises where water and/or wastewater service is supplied by Venture Out, Venture Out may require (oral, written) notice within twenty-one (21) days prior to the date the Customer desires to terminate service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Hans G. Pirner  
\_\_\_\_\_  
President

**VENTURE OUT AT CUDJOE CAY, INC.**

**2010**

**MONTHLY WASTEWATER RATES, FEES, & CHARGES**

**Venture Out Wastewater Service District**

<b>Base Facility Charge</b>	<b><u>7/1/10</u></b>
Residential Base Facility Charge .....	\$ 16.37
All other Classes Base Facility Charge:	

<u>Meter Size</u>	<u>Monthly Charge</u>
5/8"x 3/4"	\$16.37
1"	\$40.92
1.5"	\$81.84
2"	\$132.00

Wastewater Flow Charge – The Wastewater flow charge is the monthly per thousand gallon charge for wastewater flow, based on metered potable water consumption, billed in 100 gallon increments:

Single Family Residential:      \$4.29 ptg billed up to a maximum 10,000 gallons  
of metered water consumption per month

\$5.16 ptg billed when consumption is greater  
than < 10,000 gallons

General Service (Commercial):  
\$5.16 ptg for all metered water consumption

# **Exhibit “F”**

## **Venture Out at Cudjoe Cay, Inc.**

### **DESCRIPTION OF TERRITORY SERVED**

All of the East one-half (1/2) of the Southeast one-quarter (1/4) of Section twenty-eight (28), Township sixty-six (66) East, lying South of the South right-of-way line of U.S. Highway No. 1 (S.R. No. 5), and all of Government Lot #2, Section twenty-seven (27), Township sixty-six (66) South, Range twenty-eight (28) East, lying South of the South right-of-way line of U.S. Highway No. 1 (S.R. No. 5), and all of Government Lot #2 and #3, Section thirty-four (34), Township sixty-six (66) South, Range twenty-eight East. All on Cudjoe Key, Monroe County, Florida.

4 35  
3 34  
Twp 66 S  
Rng 28 E

CUTTHROAT HARBOR ESTATES

SPANISH MAUI DRIVE

TRACT 'A'  
64.35 ACRES

KEMP

CHANNEL

# CUDJOE OCEAN SHORES

A SUBDIVISION OF A PART OF THE EAST 1/2 OF THE SE 1/4 OF SECTION 28, A PART OF GOVT. LOT 2 - SECTION 27, AND ALL OF GOVT. LOTS 2 AND 3, SECTION 34 - ALL IN TOWNSHIP 66 SOUTH - RANGE 28 EAST - ON CUDJOE KEY MONROE COUNTY - FLORIDA

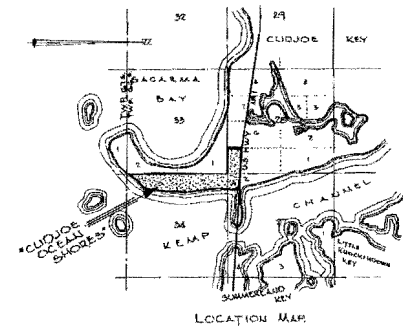
C.G. BAILEY  
REGISTERED LAND SURVEYOR  
MONROE COUNTY FLORIDA  
SHEET 2 OF 2 SHEETS  
MARCH 1966

KNOW ALL MEN BY THESE PRESENTS  
That RUMBLEBEE COAL COMPANY, a Florida corporation has caused to be made the attached plat entitled "Cudjoe Ocean Shores".  
Description: All of the East 1/2 of the SE 1/4 of Section 28, Township 66 South, Range 28 East, lying South of the South right-of-way line of U.S. Highway 191 (S.R. 191); All of Government Lot 2, Section 27, Township 66 South, Range 28 East, lying South of the South right-of-way line of U.S. Highway 191 (S.R. 191); All of Government Lots 2 and 3, Section 34, Township 66 South, Range 28 East, all on Cudjoe Key, Monroe County, Fla.  
That the Drive, Lanes, Highway and Canals as shown on the attached plat, together with all existing and future plantings, are hereby dedicated to the perpetual use of the Public for proper purposes, reserving to the dedicators, their successors or assigns the reversion or reversion thereon whenever discontinued by law.  
I, WITNESS WHEREOF, the said RUMBLEBEE COAL COMPANY has caused these presents to be signed for and on its behalf by its Vice President and its corporate seal to be hereunto attested and attested by its Assistant Secretary this 27 day of July 1966.  
RUMBLEBEE COAL COMPANY

This plat was approved by Resolution of the Board of County Commissioners of Monroe County, Florida, this 14th day of July 1966 and filed for record in Plat Book 5 Page 107.  
Paul R. Adam Clerk of the Circuit Court  
Errol Saunders Chairman of the Board

I HEREBY CERTIFY that the attached plat entitled "Cudjoe Ocean Shores" is a true and correct representation of the lands as recently surveyed and plotted under my direction; also that the Permanent Reference Monuments were set in accordance with Section 1, Chapter 107B (F.S. 250) Laws of the State of Florida.  
C.G. Bailey  
C. G. Bailey  
Registered Land Surveyor 19620  
State of Florida.

I, Notary Public for the State of Florida, do hereby certify that the foregoing instrument and who acknowledged that they executed the same freely and voluntarily as each officers of said corporation and that they are officers thereof the official seal of said corporation, and that it is the free act and deed of said corporation.  
Witness my hand and official seal this 27 day of July 1966.  
My Commission expires  
August 3, 1966  
Mary Anne Matlock  
Notary Public State of Florida at Large.



MONROE COUNTY  
FLORIDA

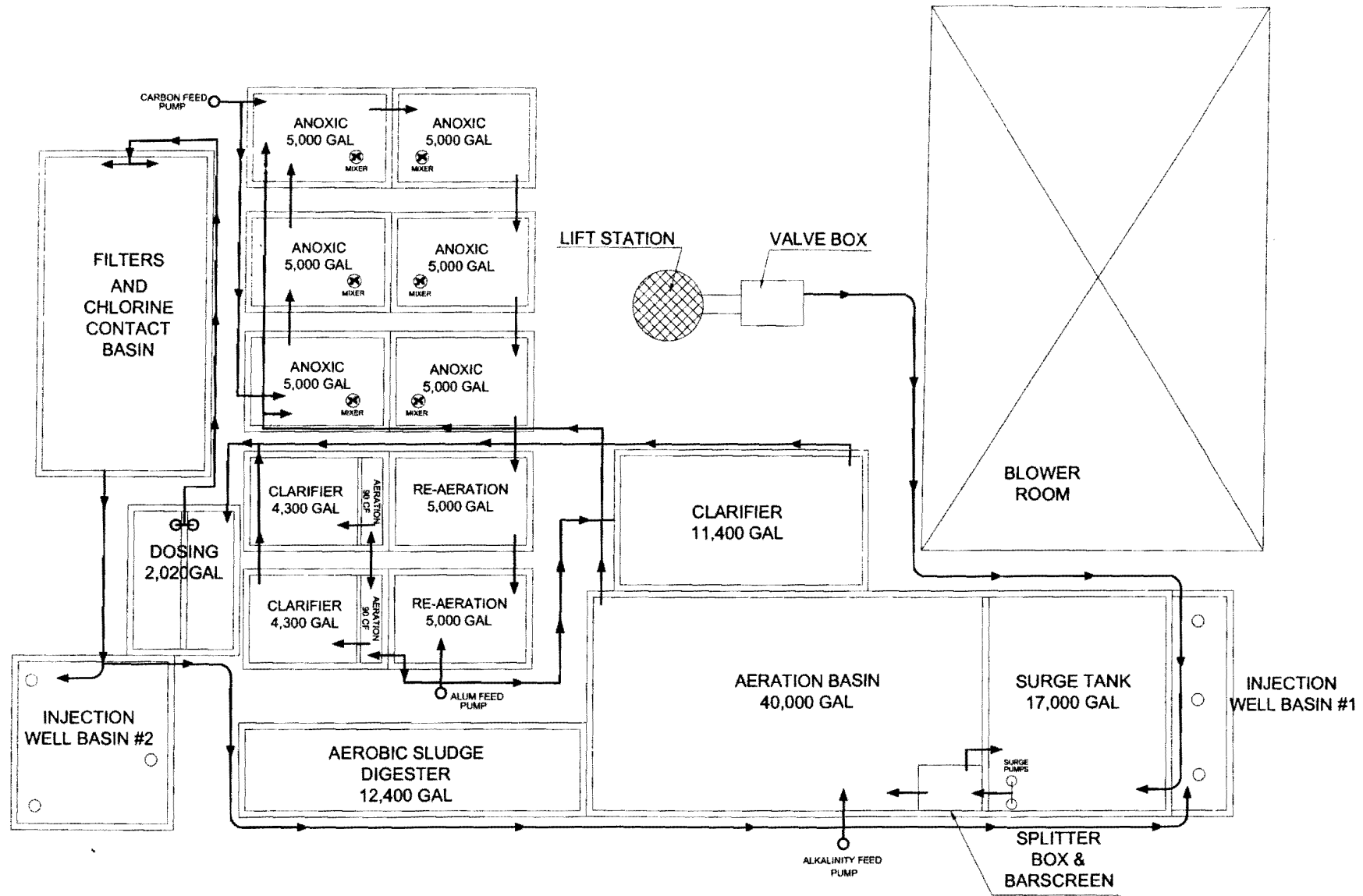
SURVEYORS NOTE  
All measurements are 25' full and distances on curve lots are to the stationing of black lines extended  
@P.M. - indicates Permanent Reference Monument



FILE # No. 139858

Books  
Pg 8 - Page 107

"G"



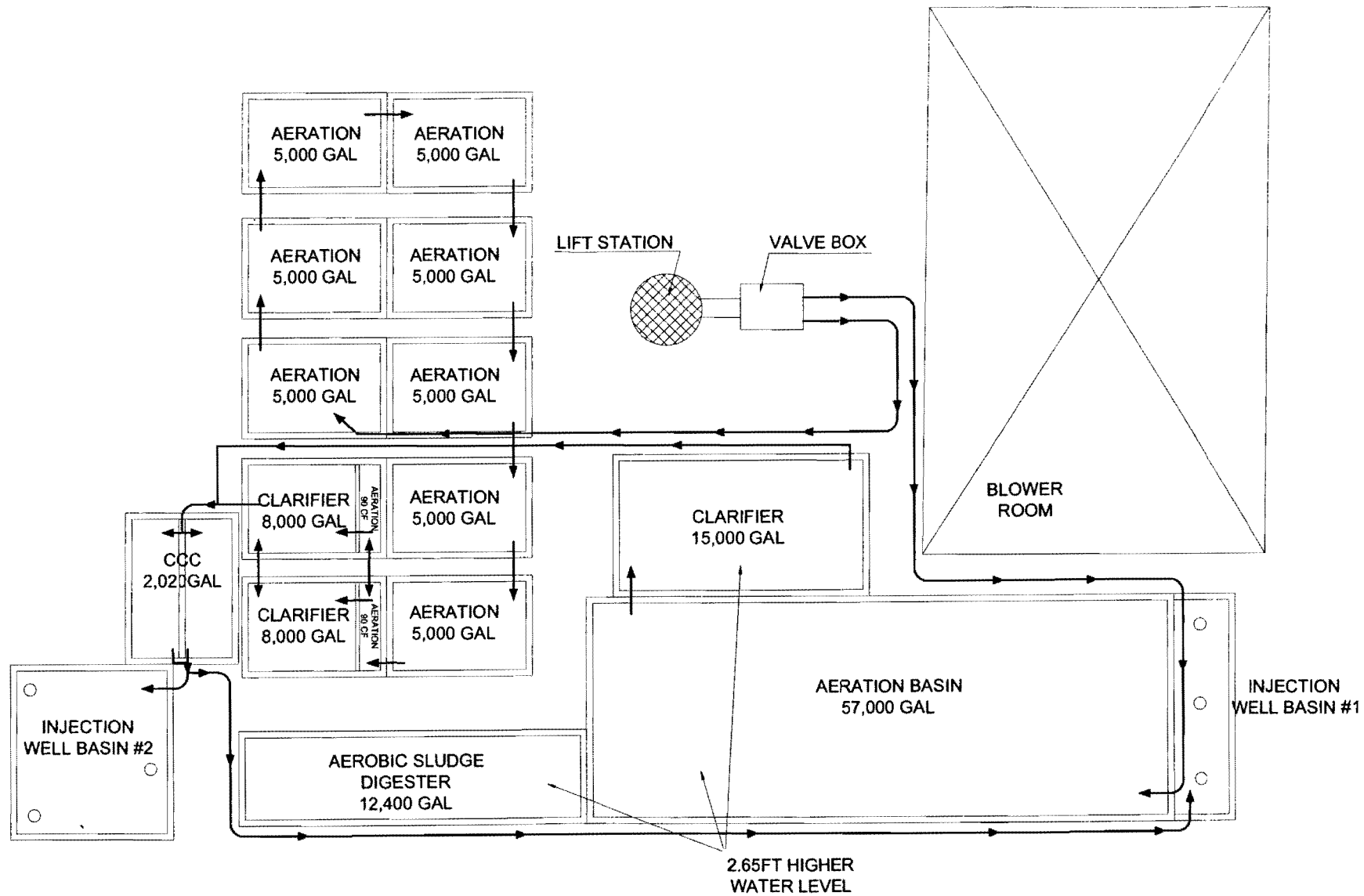
*John Doe*

Description	Revisions

**VENTURE OUT  
WASTEWATER TREATMENT PLANT  
PROPOSED MODIFICATIONS**

**WEC** THE WEILER ENGINEERING CORPORATION  
 20020 VETERANS BOULEVARD  
 SUITE 7  
 PORT CHARLOTTE, FLORIDA 33954  
 (941) 764-6447

<small>THIS SHEET IS AN INSTRUMENT OF SERVICE WITHOUT THE SIGNATURE AND ORIGINAL NUMBER OF A LICENSED PROFESSIONAL ENGINEER.</small>		
Design	Drawn	Checked
Approved by	N/S	
Scale		
Job No	08109-001	
Date Issued	06/09/2008	
Sheet No	of 1 1	



*Handwritten signature*

JUL 13 2008

Description	Revisions

**VENTURE OUT  
WASTEWATER TREATMENT PLANT  
EXISTING LAYOUT**

**WEC** THE WEILER ENGINEERING CORPORATION  
 20020 VETERANS BOULEVARD SUITE 7  
 PORT CHARLOTTE, FLORIDA 33954  
 (941) 764-6447

<small>This sheet is NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A LICENSED ENGINEER.</small>		
Design	Drawn	Checked
Approved by		
Scale	NTS	
Job No	08109-001	
Date Issued	06/09/2008	
Sheet No	of 1 1	

Map of Service Area



VENTURE OUT SERVICE AREA  
CUDJOE KEY, MONROE COUNTY

TOWNSHIP/RANGE/SECTION: 66S28E34



Certified To: VENTURE OUT

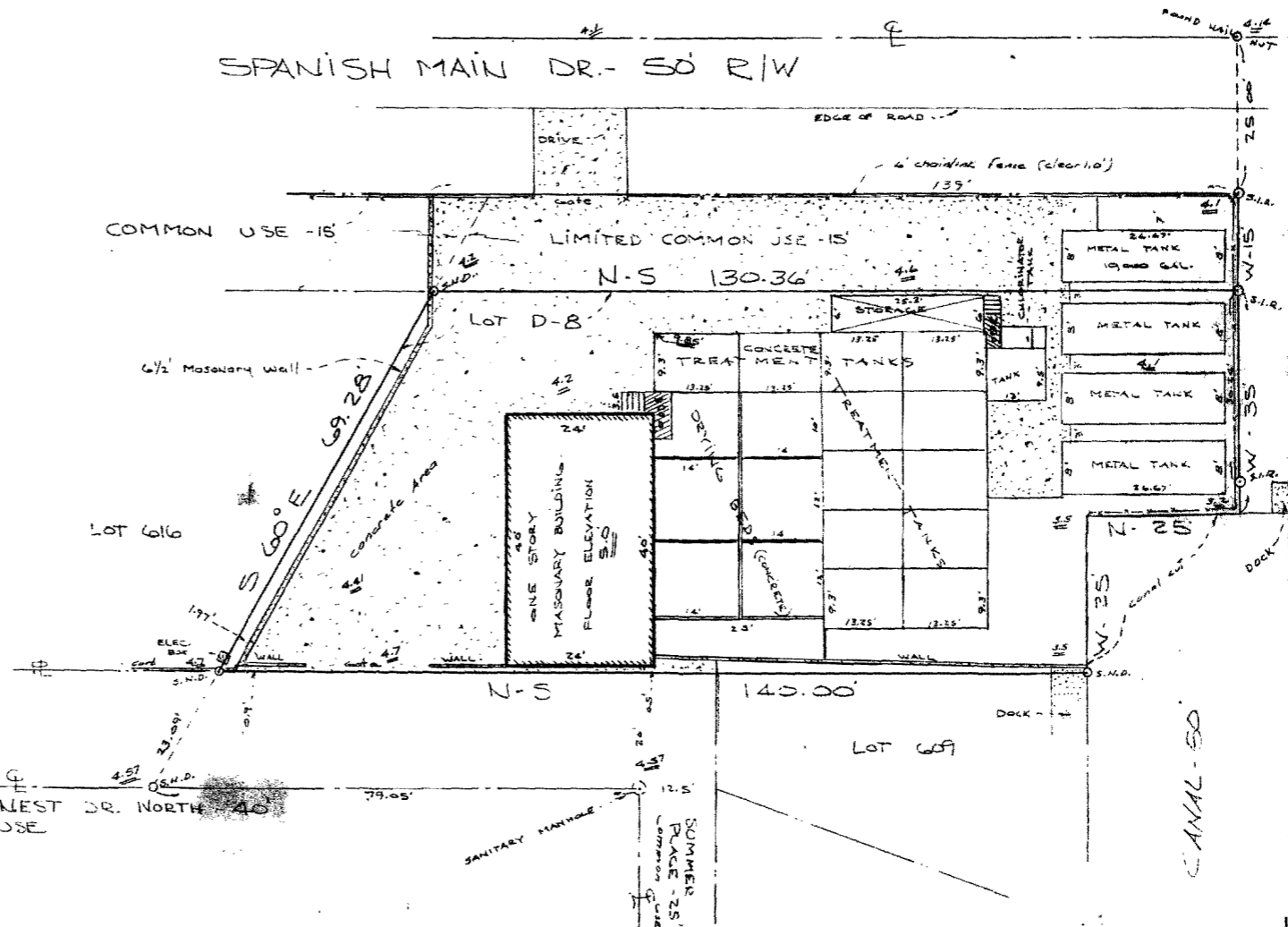
BOUNDARY SURVEY AND ELEVATIONS.

BEARINGS ARE BASED ON PLAT, CALL EAGLES NEST DR. - (NORTH-SOUTH)

1" = 20'

DESCRIPTION:

Lot D-8, VENTURE OUT, according to the Plat thereof as Recorded in Plat Book 6, Page 56 of the Public Records Of Monroe County, Florida.



**SURVEYORS NOTES:**  
 S.I.R. = set iron rod 1/2" with cap No. LB 2863  
 F.I.R. = found iron rod size as shown  
 F.I.P. = found iron pipe size as shown  
 S.N.D. = set nail and disk No. LB 2863  
 F.N.D. = found nail and disk No. as shown  
 C = center line of right of way  
 r/w = right of way  
 P = property line  
 Elevations are shown thus 0.00, AND ARE N.G.V.D. - 29  
 All lot angles are 90° unless shown otherwise.  
 M.H.W. (Mean High Water) is approximate and does not purport to establish local datum or tidal boundary property lines.  
 SURVEY IS NOT VALID UNLESS SEALED WITH A RAISED EMBOSSED SEAL.

This Lot appears to be in Flood Zone AE with a base flood elevation of 9 feet, F.I.R.M. Number 125129 - (SUF)

Benchmark: 4.37; 1/2" x 1/2" x 1/2" ROAD; 50'

**CERTIFICATION:**  
 I Hereby Certify That This Survey Meets The Minimum Requirements of Chapter 21-BM-6, Florida Administrative Code, Pursuant To Section 472.027, Florida Statutes.

*Harold L. Overbeck*  
 Harold L. Overbeck  
 Florida Registered Land Surveyor No. 2912

There are no above ground encroachments that are not shown.

Date: 5-24-03	Drawn By: H.A.	H.L. OVERBECK, INC. RANGER DRIVE P.O. Box 1346 BIG PINE KEY, FL. 33043-1346 (395) 872-4313	Section: 34
Scale: 1" = 20'	Location: 5		Township: 24 S Range: 28 E
			Job Number: 2715