



RULES AND REGULATIONS

Updated: 2023

These Rules and Regulations (“Rules”) are meant to supplement the controlling documents of OHV, such as the Declaration of Condominium. Where any provision(s) in the Rules may differ from or conflict with that of the Declaration of Condominium, the Declaration provision(s) shall control.

The rules and regulations hereinafter shall apply to and be binding upon all unit owners and their guests. The unit owners shall always obey said Rules and Regulations and shall use their best efforts to see that they are observed by the families, guests, invitees, and lessees.

Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation, and the Bylaws of the Association. Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions all court costs incurred by it, together with reasonable attorney fees.

The Rules and Regulations are subject to amendment as provided in the Declaration of Condominium, the Articles of Incorporation, and the Bylaws of the Villas at Osprey Harbor Village. These Rules and Regulations are designed to make living for all unit owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all.

1. PROCEDURE REGARDING VIOLATIONS

- a. The alleged violation should be reported to the Board of Directors, the Officers of the Association, or to any designees thereof.
- b. The violator will be notified of the violation by the Board of Directors.
- c. Disputes concerning violations will be presented to and be decided by the Board of Directors who will take appropriate action.

2. FACILITIES

- a. The facilities of the condominium are for the exclusive use of unit owners, their approved lessees, and guests accompanied by the unit owner. Any damage to the buildings, recreational facilities or other common elements or equipment caused by any unit owner, lessee, or guest shall be repaired at the expense of the unit owner.

3. UNIT MAINTENANCE

- a. Owners are responsible for having their hot water heaters, dryer vents, and HVAC systems serviced on a regular basis. The Office can provide access to your unit with written permission in your absence.
- b. Windows and doors should be caulked and sealed to prevent any water seepage.

4. NOISE

- a. Unless expressly permitted in writing by the Association no floor covering shall be installed in the unit without proper sound abatement as per the architectural review guidelines.
- b. Tile may not be installed on lanais without express permission from the Board of Directors. Carpeting may not be installed on lanais.
- c. Contractors may work from 9am – 5pm Monday through Friday. Permission to work outside these designated times may be granted by the Board of Directors.

5. OBSTRUCTIONS

- a. Sidewalks, entrances, driveways, passageways, foyers, courts, elevators, stairways, corridors, halls, and all common element areas shall be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or permitted on or at any window or from any part of the building. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium or placed on the roof.
- b. No items may be attached to common area walls without approval from the Board.

6. CHILDREN

- a. For the safety of all, children shall not play in elevators, foyers, corridors, stairways, or lobbies. Reasonable supervision must be exercised by a responsible adult when children are playing on the grounds.
- b. Children under the age of 16 are not permitted in the pool, spas, or sauna without proper adult supervision.

7. DESTRUCTION OF PROPERTY

- a. Neither unit owners, their lessees, nor guests shall mark, deface, mark, destroy or engrave any part of the buildings or common area elements. Unit owners shall be financially responsible for any such damage.

8. EXTERIOR APPEARANCE

- a. The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated, or modified by a unit owner in any manner without prior consent of the Association. Consent may be withheld on purely aesthetic grounds within the sole discretion of the Association.
- b. Awnings, storm shutters, ventilators, light reflective material, fans, air conditioners, window guards shall not be used in or about the condominium except as shall have been approved by the Association. Approval may be withheld based solely on aesthetic grounds. All approved shutters must be uniform in appearance.
- c. Installation of drapes or curtains visible from the exterior of the unit shall be white or off-white.
- d. Rugs, mats, and plants placed outside a unit are the responsibility of the owner. These areas must be cleaned and maintained so as not to cause damage to the flooring. It is not the responsibility of Association employees to clean these areas or water plants for owners.

9. CLEANLINESS

- a. All garbage and refuse from the condominium shall be deposited with care in the garbage containers intended for such purposes.
- b. Large items such as furniture, mattresses, TVs, may not be disposed of on Association grounds. The owner is responsible for calling Waste Management for a special "bulk item" pick up.
- c. All refuse, waste, bottles, cans, etc. shall be securely wrapped in plastic bags and deposited in the trash chutes in a container not exceeding the width of the chute.

10. LANAIS

- a. No objects shall be hung from terraces or windowsills. No cloth, clothing, rags, or mops shall be hung open or shaken from windows, doors, or lanais.
- b. No cooking on gas or charcoal grills shall be permitted.

- c. Propane heaters are not permitted.
- d. Unit owners shall not allow any items to be thrown or fall from windows, doors, or lanais.
- e. Preventative and ongoing maintenance is the responsibility of the unit owner. This includes but is not limited to cleaning, sealing and caulking doors and windows, painting, repairing any cracks, holes, or damage. This includes the ceiling, walls, railings, doors, windows, and floors.

11. STORAGE AREAS

- a. Unit owners shall not place any hazardous material in the storage areas or garages. This includes any fire hazardous items subject to insect or animal infestation or spoilage.
- b. A reasonable effort must be used to store all bikes and personal items in unit owner cages.

12. ENTRY INTO UNITS

- a. The Board reserves the right to enter any unit in case of emergency originating in or threatening any unit, regardless of whether the unit owner is present at the time of such emergency. The Board, or any person authorized by the Board, or the management firm shall have the right to enter such dwelling for the purpose of remedying or abating the situation.
- b. The Association will access each unit once a year to check all fire suppression and audible alarm systems. The unit owner does not need to be present when this inspection occurs, and proper notice will be given to unit owners.

13. BICYCLES and KAYAKS

- a. Bicycles must be placed on racks or in storage cages. Bicycles should not be left in the garage.
- b. Kayaks should be stored in one of the kayak rooms. Kayak racks can be purchased to be placed in the owner parking space for additional storage at the owner's expense.
- c. Batteries should be removed from electric bikes when storing them for an extended period.
- d. The Association reserves the right to ask an owner to move their kayak if it obstructs any common areas.
- e. The Association is not responsible for lost, damage or stolen property left in the garages or on the property.

14. SMOKING

- a. No smoking is permitted in the common areas. This includes without limitation elevators, parking garages, pool area, spa areas, gym, clubhouse, foyers, and corridors.

- b. Smoking is permitted on the owner's lanais but please be courteous to your fellow neighbors.

15. PLUMBING

- a. Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed.
- b. No foreign objects shall be deposited into the plumbing system.
- c. The cost of damage resulting from misuse of the plumbing system shall be borne by the unit owner causing the damage.
- d. Owners are encouraged to have their hot water heater serviced yearly and replaced every 5 years.

16. ROOF

- a. No one is permitted on the roof.
- b. The roof hatches are kept locked. If you need access to the roof, please notify the Office in advance. Roof keys are not available after 4pm.
- c. Any contractor needing access to the roof needs to submit a certificate of insurance to the Office prior to having access.

17. SOLICITATION

- a. There shall be no solicitation by any person anywhere in the building for any cause, charity, or for any purpose whatsoever, unless authorized by the Board.

18. EMPLOYEES

- a. Employees of the Association and employees of any management firm shall not be sent off property by any unit owner for any purpose. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association and/or management firm.
- b. Association employees are not permitted to do work for unit owners while on Association time.

19. COMMERCIAL PROHIBITION

- a. No unit may be occupied or used for any commercial or business purpose.
- b. This rule does not apply to owners or residents who work remotely.

20. HURRICANE PREPAREDNESS

- a. Each unit owner is responsible for securing their unit for hurricane season.
- b. All furniture, potted plants, or other moveable items must be removed from the lanai.
- c. Association employees are not responsible for removing items from lanais or inspecting units after hurricanes.

- d. A responsible firm or individual should be hired by the owner to care for their unit during their absence in the event the unit should suffer hurricane, water and/or wind damage.

21. GOLF CARTS

- a. Electric and gas-powered golf carts are permitted with Board approval.
- b. A yearly fee will be imposed for golf cart charging.
- c. Guests and visitors may not use the facilities to charge their golf cart.

22. CLUBHOUSE

- a. If you would like to reserve the Clubhouse for a private function, please notify the Office in advance.