

# Osprey Cove

## Homeowner's Association



## Rules and Regulations

### June 1, 2018

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## **CHAPTER 1 DEFINITIONS**

The following terms, as used within the Rules and Regulations, shall have the following meaning:

**“Architectural Review Board” or “ARB”** means that permanent committee of OSPREY COVE HOMEOWNER'S ASSOCIATION OF HOBE SOUND, INC., created to approve or disapprove Improvements as described in Declaration of Covenants Article 9.

**“Association” or “HOA” or “Corporation”** means the OSPREY COVE HOMEOWNER'S ASSOCIATION OF HOBE SOUND, INC., a Florida not-for-profit corporation, and its successors and assigns.

**“Association Property”** means all real and personal property, which may be acquired by the Association for the benefit and private, common use, and enjoyment of all Owners.

**“Board of Directors” or “Board ” or “BOD”** means the body responsible for administration of the Association, selected as provided by the By-Laws and serving as the board of directors under Florida not- for-profit corporate law.

**“By-Laws”** means the By-Laws of the Association.

**“Common Areas”** means those parcels shown on the recorded subdivision Plat of the Property, and all improvements thereon, which are dedicated to the Association, or conveyed to the Association by deed and are intended for the common use and benefit of the Owners, including, but not limited to the streets and rights-of-way, the utility easements, the Recreation Area, the Wetland and Preservation Areas, the Conservation Easement, the Drainage Easements and Water Management Tracts, the Landscape Area Tracts, or any other interest in the Property dedicated or conveyed to the Association.

**“Community”** means the real property that is subject to the Declaration of Covenants and Restrictions which is recorded in Martin County.

**“County”** means Martin County, Florida.

**“Declaration of Covenants and Restrictions” or “Declaration”** means this document, which subjects the land comprising the Community to the jurisdiction and control of the Association, and which shall supersede the Declaration of Covenants and Restrictions dated 10 June 1999 in O.R. Book 1409: page 249, public records of Martin County.

**“Dwelling”** means a self-contained residential structure that includes a bathroom, kitchen, and sleeping area.

**“Governing Documents”** means the Declaration of Covenants and Restrictions, the Articles of Incorporation and the By-Laws.

**“Improvements”** means all structures or artificially created conditions and appurtenances thereto, including, without limitation, all buildings, additions, alterations, screen enclosures, swimming pools, decks, driveways, walkways, parking areas, signs, fences, landscaping, hedges, trees, or landscape devices or objects.

**“Leasing”** is defined as regular, exclusive occupancy of a Dwelling by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

**“Lot”** means any tract of land located within the Property which is designated by a number from 1 through and including 86 on the Plat of the Property recorded in the public records of Martin County.

**“Member”** means a member of the Association and includes Parcel Owners and associations representing Parcel Owners.

**“OSPREY COVE”** means the residential development known as OSPREY COVE that was recorded on 10 June 1999 in O.R. Book 1409: page 249, Public records of Martin County, Florida.

**“Owner” or “Parcel Owner” or “Lot Owner”** means the record owner of legal title to a Parcel.

**“Parcel”** means a platted or unplatted lot, tract, unit, or other subdivision of real property within OSPREY COVE which is capable of conveyance.

**“Property”** means real property legally described in Exhibit “A.” Declaration of Covenants.

**“Recreation Area”** means Tract No. “RA-1,” recorded on the Plat of the Property in the public records of Martin County.

**“Street”** means any street, highway, or other thoroughfare located within OSPREY COVE that is dedicated to the Association or conveyed to the Association by deed, whether same is designated as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk, or other similar designation.

**“Wetland Preserves”** means the areas identified in the Preserve Area Management Plan (PAMP) as “Mangrove Preserve Area” in book 1409, page 319, (Master and Final Development Plan).

## **CHAPTER 2 GENERAL COMMUNITY RULES & REGULATIONS**

**2.1 Use Restrictions:** The Property Osprey Cove shall be used for residential and recreational purposes only.

Ref: Declaration of Covenants 8.1

**2.2 Rules & Regulations:** In accordance with Governing Documents the Board of Directors hereby promulgates these Rules and Regulations.

Ref: Declaration of Covenants 8.2

### **2.3 Residential Use:**

**2.3.1** All Dwellings shall be used only as single family residential dwellings and for ancillary business or home office uses and for no other purpose.

**2.3.2** A business or home office use shall be considered ancillary so long as:

- (a) The existence or operation of the activity is not apparent or detectable outside the Parcel;
- (b) The activity conforms to all zoning requirements of the Property;
- (c) The activity does not involve visitations of the Parcel by clients, customers, suppliers, or other invitees, or door-to-door solicitation of residents of the Property;
- (d) The activity does not increase traffic within the Property;
- (e) The activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property

**2.3.3** No business or trade shall be conducted upon a Parcel without prior written consent of the Board of Directors.

**2.3.4** The leasing of a Parcel shall not be considered a business or trade.

**2.3.5** Purchase or Lease Applications shall be submitted to Advantage Property Management in accordance with the instructions included in the Purchase or Lease Application. Only fully completed Applications will be considered.

Ref: Declaration of Covenants 8.3

## **2.4 Subdivision of Parcels and Dwellings.**

**2.4.1** No transfer or conveyance of a Dwelling or a portion thereof shall be valid unless the entire Dwelling is so transferred or conveyed.

Ref: Declaration of Covenants 8.4

## **2.5 Lease of Dwellings:**

**2.5.1** General:

- (a) Parcels may be leased only in their entirety to single families; no fraction or portion may be leased.
- (b) There shall be no subleasing of Dwellings or assignment of leases unless prior written approval is obtained from the Board of Directors.
- (c) No transient tenants may be accommodated in a Dwelling. All leases shall be in writing except with the prior written consent of the Board of Directors.
- (d) No Dwelling may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term.
- (e) The Owner shall make available to the Lessee copies of this Declaration, the By-Laws, and the rules and regulations.

Ref: Declaration of Covenants 8.5.2

**2.5.2 Board of Directors Approval.** All leases, including renewal of leases, shall be submitted to the Board of Directors prior to becoming effective. The Board of Directors shall approve or disapprove each lease in accordance with Declaration of Covenants Article 8.5.3

Ref: Declaration of Covenants 8.5.3

**2.5.3 Compliance with the Governing Documents and Rules and Regulations.** Every Owner shall cause all occupants of his or her Dwelling to comply with the Governing Documents and the rules and regulations, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Dwelling are fully liable and may be sanctioned for any violation of the Governing Documents and rules and regulations.

Ref: Declaration of Covenants 8.5.4

**2.6 Insurance:** Nothing shall be done by any Owner, Owner's Guest and or Lessee which would increase the rate of insurance maintained by the Association.

Ref: Declaration of Covenants 8.6

## **2.7 Nuisances:**

**2.7.1** No use or practice which is either an annoyance to Owners or an interference with the peaceful possession and proper use of the Property by the Owners shall be allowed.

**2.7.2** No owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property.

**2.7.3** For greater clarification, no owner shall knowingly or willfully make or create any unnecessary, excessive, or offensive noise or disturbance which destroys the peace, quiet, and/or comfort of the Owners, or allow any such noise or disturbance to be made on or about his or her Parcel.

Ref: Declaration of Covenants 8.7

## **2.8 Outside Displays:**

**2.8.1** No owner shall cause anything to be affixed or attached to, hung, displayed, or placed on the front or side exterior walls, doors, or windows of his or her Dwelling, that can be seen from the street, nor shall any owner place furniture or equipment outside his or her Dwelling without the prior written consent of the Architectural Review Board. (See ARB Approval 3.3.1(k) for exceptions)

**2.8.2** No Owner shall install lighting that shall be considered a nuisance. All permanent outdoor lighting fixtures shall be downward directed and shielded so as to prevent other parcels from being directly illuminated. Light bulbs shall be white or clear. Direct upward lighting of landscape shall be allowed if it is placed so as to prevent direct illumination of other parcels. No flashing, colored, or neon type lighting is allowed except for holiday

displays as per 3.3.1(k).

Ref: Martin County Code 3.208.A.

Ref: Declaration of Covenants 8.8

## **2.9 Garbage, Recyclables and Yard Waste:**

**2.9.1** All garbage containers shall be stored in an enclosed area that is not visible from the street.

**2.9.2** Garbage and recyclable containers shall not be placed along any street earlier than 6:00 P.M. the day prior to the day the garbage is scheduled for pick-up. Emptied garbage and recycle containers must be removed from the street by 10 PM on the day of the scheduled pick up.

**2.9.3** No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted

**2.9.4** Weekly yard waste, generated by the owner, is to be placed on or near resident's driveway within 24 hours of scheduled pickup.

**2.9.5** Large amounts of the yard waste require a call to Waste Management for a special pickup when work is complete, as well as an e-mail to the Property Manager that pickup has been scheduled.

**2.9.6** Land clearing debris, contractor generated waste, stumps and any vegetative or yard waste debris that is generated from land clearing, contractor tree companies, or landscapers is not part of the County's scheduled pickup, and must be disposed of by the contractor generating the waste. The owner is responsible for ensuring that the contractor removes this debris from the community and these materials shall not to be placed at the curb.

Ref: Declaration of Covenants 8.9

**2.10 Temporary Structures.** No temporary dwelling, garage, or outbuilding shall be placed or erected on any Parcel. No mobile home, travel trailer, coach, camper, or recreational vehicle shall be stored, parked, or otherwise allowed to be placed on a Parcel or common area as a temporary or permanent dwelling.

Ref: Declaration of Covenants 8.10

**2.11 Access to Parcels.** Whenever the Association is permitted or required to enter upon any Parcel for the purpose of correction, repair, cleaning, clearing, mowing, or any other required or permitted activity, such entrance shall not be deemed a trespass.

Ref: Declaration of Covenants 8.11

**2.12 Emergencies.** Dwellings may be protected with ARB Approved hurricane panels or shutters during the hurricane season, June 1 through November 30. Dwellings may be



boarded up with materials other than hurricane panels or shutters only when there is an imminent threat of a storm. The boarding material shall be removed as soon as practical after the storm event.

Ref: Declaration of Declarations 8.12

### **2.13 Garages.**

**2.13.1** Every dwelling shall contain an automobile garage of sufficient size to contain a minimum of two (2) full size automobiles.

**2.13.2** No automobile garage shall be permanently enclosed for habitation.

**2.13.3** Garage doors shall be closed at all-times, except as needed for ingress and egress. For clarification, the following conditions are established to be acceptable conditions for garage doors remaining open for a reasonable period of time.

- (a)** During periods of active landscaping by a Resident where frequent entry to the garage may be required.
- (b)** During periods where a Resident is actively present in the garage (i.e. cleaning, etc.)
- (c)** During periods where Resident children are actively playing in the garage, on the driveway or on the property where frequent entry to the garage may be required.

Ref: Declaration of Covenants 8.13

**2.14 Additions, Improvements: and Painting:** will be in accordance with Declaration of Covenants

Article 9.

Ref: Declaration of Covenants 8.14

**2.15 Vehicles/Parking:** The speed limit within Osprey Cove for all motorized vehicles is 15 Miles per Hour.

**2.15.1** Vehicle parking shall be in accordance with the rules and regulations of the Association, as follows:

- (a)** Automobiles, Sport Utility Vehicles (SUV) and conversion vans for family use, shall be parked in the Dwellings' garage or driveway.
- (b)** Regardless of classification, all other vehicles or objects shall not be parked, placed or kept on any Parcel except in the Dwellings' garage when not actively loading, unloading or cleaning.
- (c)** Regardless of classification, no commercial vehicle, recreational vehicle, any other vehicle or object shall be parked, placed or kept on any common area (For clarification this does not include vehicles for service, delivery, maintenance or protection for the period during which the service, delivery, maintenance or protection is being provided).
- (d)** All commercial lettering and or displays shall be removed while a vehicle is

within the Association Property. This does not include vehicles for service, delivery, maintenance or protection for the period during which the service, delivery, maintenance or protection is being provided.

- (e) No vehicle or other object shall be parked or placed across the sidewalk right of way.
- (f) Overnight street parking is prohibited except for driveway maintenance or repair or occasional guests. Occasional guest overnight street parking shall mean up to two (2) consecutive nights. For periods longer than two (2) consecutive nights prior Board approval is required.
- (g) No vehicle which cannot operate on its own power will be allowed to remain on the properties for more than twenty-four hours except in the garage of a Dwelling.
- (h) No repair, except emergency repair, of vehicles shall be made within the properties, except in the garage of a Home.
- (i) No covers shall be used on any vehicle parked in the driveway or on the street.

**2.15.2** Golf Cart/Non-Registered Motorized Vehicles: Minimum operator requirements of Non- Registered Motorized vehicles including but not limited to, golf carts, scooters, bikes, etc. are:

All Permission Forms can be obtained from the Property Manager or Osprey Cove Web Site

- (a) To operate a golf cart or other non-registered vehicle in Osprey Cove you must be at least (16) years of age with a valid driver's license, or be 14 years of age with written parental permission on file with the Board Of Directors.
- (b) To operate a golf cart after sunset you must have a valid driver's license and vehicle must have required headlights and tail lights.
- (c) You must obey all Osprey Cove posted signage.
- (d) You may not carry more passengers than the vehicle is designed for, have any passenger standing while vehicle is in motion, push or pull another golf cart, or person on skates, roller blades, skateboard, bicycle etc.

Ref: Declaration of Covenants 8.15

## **2.16 Pets/Animals:**

**2.16.1** Domestic household pets are permitted so long as such pets do not constitute a nuisance to other homeowners and are not kept, bred or maintained for any commercial purpose. A determination by the Board that an animal or pet is a nuisance shall be conclusive and binding on all parties. If notice of removal of a pet is given by the Board of Directors, the pet shall be permanently barred from the property, upon three (3) days written notice.

- (a) Domestic household pets shall mean dogs, cats, birds, and similar animals commonly kept in a dwelling.
- (b) Commercial purpose shall mean, regardless of whether the intent is commercial or noncommercial, the keeping, breeding or maintaining of domestic household

- pets in excess of four (4) per parcel.
- (c) No exotic animals shall be kept on any Parcel or Dwelling
  - (d) Nuisance factors shall include but not be limited to noise, aggression, odor, failure to clean up after pet, or keep restrained in public areas.
  - (e) All pets shall be restrained and/or kept on a leash under the control of a responsible person at all times when the pet is outside of a Dwelling.
  - (f) At no time shall a pet be allowed to enter upon any parcel uninvited by the Parcel owner other than the Parcel on which the pet is kept.
  - (g) Pets are permitted to have excrements upon Common Areas provided that the person walking the pet shall immediately remove said waste.
  - (h) No dog runs shall be permitted on any parcel.
  - (i) No pet or animal shall be "tied up" on the exterior of a Dwelling or on any Common Area.
  - (j) Owners shall be responsible for the activities of their pets at all times.

Ref: Declaration of Covenants 8.16

Ref: Martin County Code 3.206

**2.17 Antennae:** Video antennae may be installed in accordance with Declaration of Covenants, Article 9. All other antennae require prior written approval of the Architectural Review Board.

Ref: Declaration of Covenants 8.17

**2.18 Signs:** Association approved signs may be installed in accordance with ARB 3.3.1f. All other signs are prohibited on Members' Parcels and Common Areas.

**2.18.1** Clarification regarding Open House signs. One Open House sign may be placed outside the gates on HOA Common Areas at the entry to the community. One additional Open House directions sign may be placed inside the entryway on Common Areas between the wall/ gatehouse and SE Osprey Pointe Drive. Open House signs may not be placed on HOA Common areas in front of homes.

Ref: Declaration of Covenants 8.18

**2.19 Clotheslines/Hanging of Clothes:** Clotheslines and the hanging of clothes are permitted within a screened deck or patio. Clotheslines or structures for drying clothes outside a screened deck or patio require ARB approval.

Ref: Declaration of Covenants 8.19

**2.20 Air Conditioners:** All window or wall air conditioning units are prohibited.

Ref: Declaration of Covenants 8.20

**2.21 Underground Utilities:** All secondary electrical conduits and hookups shall be kept

underground. No above ground wires of any kind shall be permitted except for temporary holiday displays and portable generator cables during emergency power outages.

Ref: Declaration of Covenants 8.21

**2.22 Construction Deposit.** A construction deposit shall be required for all construction rebuilds and or repairs in accordance with original approved plans and specifications not requiring ARB approval as follows.

**2.22.1** An owner who rebuilds a damaged or destroyed dwelling/structure in accordance with original plans not requiring ARB approval shall make a construction deposit in the amount determined by the HOA to be held by the HOA in a non-interest bearing account until the construction is complete and the HOA performs a final inspection. Deposit shall be refunded no later than fourteen (14) days after final HOA inspection minus any cost incurred by the HOA.

**2.22.2** The amount of the deposit shall not exceed 5% of the total estimated cost of construction. The deposit must be in place no later than 14 days prior to the start of any construction activity.

**2.22.3** In the event that the HOA finds the need to utilize these funds for any of the purposes enumerated below the Owner shall replace funds withdrawn from the construction deposit within fourteen (14) days of notification of the withdrawal by the HOA.

**2.22.4** The construction deposit shall be used to offset any costs incurred by the HOA in order to

- (a) Repair damage to association property, infrastructure, other parcels and dwellings as a result of the construction activity;
- (b) Pay for the cost of cleanup of the site and other properties within Osprey Cove not performed by the contractor;
- (c) Bring the construction project into compliance with the governing documents;
- (d) Recover legal fees and other costs incurred by the HOA as a result of the construction project;
- (e) Pay for any fines or penalties imposed by the Board of Directors for violation of any rules of conduct or regulations governing use of property within Osprey Cove.

**2.23 Basements:** No Dwelling shall be permitted to have a basement.

Ref: Declaration of Covenants 8.23

**2.24 Sight Distance at Driveways and Intersections:** All property located at driveways or street intersections shall be landscaped, improved, and maintained so as to permit safe sight across such areas. No Improvement, fence, wall, or vegetation over 30" high shall be placed within the minimum sight triangles used by the Florida Department of Transportation. The basic sight triangle for driveways is 10' along the driveway to the roadway by 30' along the roadway. The basic sight triangle at intersections is 30' by 30' along the roadways from the

corners. See attachment 1 for drawings of the sight triangles.

Ref: Declaration of Covenants 8.24

## **2.25 Fences, Walls, and Hedges:**

### **2.25.1 General Requirements:**

- (a) No fence, wall, or hedge shall be erected, constructed, installed or maintained so as to obstruct access of a fire hydrant or other emergency apparatus.
- (b) No fence, wall, or hedge shall be allowed to create a visual obstruction to vehicular traffic.
- (c) No fence shall be higher than 4 feet.
- (d) No hedge abutting the sidewalk shall be higher than 6 feet.
- (e) No fence on a residential parcel shall be higher than 4 feet, except for fences around swimming pools which shall conform to Martin County codes.
- (f) Fences erected by the Association on common areas may be Chain link and may exceed four (4) feet in heights.
- (g) No landscaping shall infringe upon the pedestrian traffic on the sidewalk.

Ref: Declaration of Covenants 9.7.9

**2.26 Firearms:** The discharge of firearms on the Property is prohibited except as allowed by Florida Statute. The term "firearms" includes without limitation "B -B" guns, pellet guns, paint ball guns and firearms of all types. The Board of Directors may impose fines and exercise other enforcement remedies as set forth in the Governing Documents, but shall have no obligation to exercise self-help to prevent or stop any such discharge.

Ref: Declaration of Covenants 8.25

**2.27 Fireworks:** Discharge of fireworks on association property is prohibited.

Ref: Declaration of Covenants 8.26

**2.28 Limitation on Times for Construction and Landscaping:** No construction by any contractor, subcontractor, workman, or material man, or by any Owner, may be performed on any Parcel or Common Area within OSPREY COVE between the hours of 6:00 P.M. and 8:00 A.M., Monday through Saturday, nor anytime on Sunday. The same personnel and daily/hourly restrictions above apply to Landscaping that involves lawn mowers, tractors, blowers, chain saws, or similar power tools and equipment.

Ref: Declaration of Covenants 8.27

**2.29 Hazardous Substances:** No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any Parcel or in any Dwelling, except those which are required for normal household use.

**2.29.1** No parcel or dwelling shall be used for the storage of more than twenty (20) gallons of gasoline or other motor fuel.

**2.29.2** Above ground tanks regardless of size or contents shall not be permitted on any parcel except for portable tanks for barbecue grills and mosquito magnets. This shall not apply to water treatment tank used for common area irrigation

Ref: Martin County Code Sec 3.205

**2.30 Control Of Contractors:** Except for direct services which may be offered to Owners, (and then only according to the Rules and, no person other than an Association officer shall direct, supervise or in any manner attempt to assert any control over any contractor of the Association.

Ref: Declaration of Covenants 9.6

**2.31 Non-Resident Employees:** Homeowner contracted service personnel are not allowed use of, or access to recreational common areas.

**2.32 Board/Committee Meetings:** Members shall have the right to attend all board and committee meetings. Members must treat directors, committee members, and the management company in a respectful manner during the meetings and in all correspondence regarding HOA matters. Disrespectful or abusive behavior will be grounds for ejection from meetings and will not warrant responses in communications. Members may speak for up to three (3) minutes on matters placed on the agenda prior to the start of the meeting. At the discretion of the board or committee, a member may be allowed to speak longer than three (3) minutes if time permits and permission is granted. A member must be recognized by the board or committee prior to speaking. A member may also request that a specific item be placed on the agenda.

**2.33 Sports Equipment:** Only portable sports equipment is allowed on parcels. Sports equipment along with bicycles and other belongings shall be stored in the garage when not actively in use. Sports equipment which required ARB approval shall be stored or kept on parcels in accordance with specific/individual ARB approval requirements. No portable sports equipment is allowed on association common area without prior board approval.

**2.34 Wells:** Wells are prohibited on Members' parcels.

Ref: Osprey Cove Preserve Area Management Plan Ref: Declaration of Covenants 9.7.16

## **2.35 Use of Unmanned Aircraft Systems**

**2.35.1** Personal Drones flown in Osprey Cove shall comply with current FAA regulations and Florida Statute 934.50. No video or digital photography by Personal Drones of other residents or other resident's property shall be allowed without that resident's permission in writing.

**2.35.2** Commercial Drone usage within Osprey Cove shall require HOA BoD approval. Residents shall inform commercial companies they engage that they must submit a request to the HOA BoD that includes the specific date, time, planned route, and scope of the proposed flight. The HOA BoD may place restrictions on the flight path in order to protect residents' privacy. Commercial Drones flown in Osprey Cove shall comply with current FAA regulations and Florida Statute 934.50

## **CHAPTER 3 ARCHITECTURAL REVIEW BOARD**

**3.1** Architectural Review Board: The ARB shall consist of three (3) or more members appointed by the Board of Directors for one (1) year terms.

Ref: Declaration of Covenants 9.2

**3.2** Architectural Guidelines: An owner may alter the interior of any structure, including screen enclosures, on their Parcel without ARB approval, provided the alterations do not affect the exterior appearance of the structure.

### **3.3 ARB Approval**

**3.3.1** Prior ARB approval is not required to:

- (a)** Rebuild a structure in accordance with originally approved plans and specifications.
- (b)** Install video antennas including satellite dishes one (1) meter or less in diameter, TV antennas, and wireless cable antennas.
- (c)** Install exterior light fixtures or landscape lighting.
- (d)** Repaint a home, exterior doors, shutters, or drains and downspouts the existing color.
- (e)** Repaint or replace a mail box in compliance with the Association-standard mail box.
- (f)** Install signs required by legal proceedings, signs provided for security services within ten (10) feet of any entrance to the Dwelling, an Association-standard realtor sign and one "Realtor Open House" sign on the Common Areas near the entrance gates for the duration of an open house.
- (g)** Remove dead, diseased, or damaged trees or trees that present a safety hazard.
- (h)** Replace or add landscaping that is not in an easement.
- (i)** Install permanent flagpoles twenty (20) feet or less in height as permitted under Florida Statute.
- (j)** The use of lawn furniture, barbeque grills, etc. in the back yard or deck/patio area of a Parcel.
- (k)** Install temporary holiday lights and displays. All Holiday displays shall be removed no later than 15 days after the holiday

Ref: Declaration of Covenants 9.3.2

**3.4 ARB Review, Approval/Disapproval, and Completion Process: ARB Review, Approval/Disapproval, and Completion Process:** The Declaration of Covenants Article 9 requires that Architectural Change Requests (ACR) be submitted to the ARB. All ARB requests must be submitted to the ARB Chairperson to determine if the ARB request contains all necessary information including, but not limited to, any required drawings, vendor licenses and proofs of insurance (provided by the resident with the ARB application). Construction deposit determination will be made at the scheduled ARB meeting. In the event that documents are incomplete or invalid, the ARB Chairperson will contact the resident to resolve. Any delays resulting from such an occurrence may extend the completion process. Upon resolution, the ARB Chairperson will place the ACR on the agenda of the next scheduled ARB meeting. The ARB will conduct a meeting open to all residents and provide 48 hours notice to the community. The ARB application will be designated approved or disapproved, signed by the ARB chairperson, and returned to our management company for record retention. Our management company will send an official letter with the ARB decision to the resident. Approval or disapproval of the ARB request must be made within 30 days after the ARB receives a completed application, and receives any additional information requested, or the ARB request will be deemed approved.

**3.4 Statutes and the ARB:** Some Florida and U.S. statutes place restrictions on Home Owners Associations approval or rejection of improvements, such as solar panels and flag poles. These improvements require approval by the Architectural Review Board to ensure the improvements are not located in easements, do not create visual obstructions, and maintain a favorable appearance of the community. The only exception to this rule is satellite dish antennas one meter or less in diameter. Federal regulations prohibit HOAs from requiring ARB approval for these antennas. The HOA requests that residents place satellite dish antennas so that they cannot be seen from the street, if practical.

**3.5 Time Limits to Complete Improvements Approved by the ARB:** The Declaration of Covenants and Restrictions requires that approved construction commence within six months and be completed within twelve months. In the event that an ARB application is submitted that will correct a violation of the Declaration of Covenants and Restrictions or these Rules and Regulations, then the project must be completed within thirty (30) days of ARB approval unless an extension is granted by the ARB.

Ref: Declaration of Covenants 9.4.8

**3.6.1** The Declaration of Covenants and Restrictions requires that approved construction commence within six months and be completed within twelve months. For clarification, construction refers to major construction projects such as additions to a house, construction of a swimming pool, addition of a pool screen or deck, etc.

**3.6.2** Small improvements, such as landscape improvements, addition of hurricane shutters, repainting, etc. must be completed within 60 days of the ARB approval.



**3.6.3** In the event that an ARB application is submitted that will correct a violation of the Declaration of Covenants and Restrictions or these Rules and Regulations, then the improvement must be completed within thirty (30) days of ARB approval unless an extension is granted by the ARB, regardless of the scope of the improvement.

## **CHAPTER 4 RECREATIONAL AREAS**

### **4.1 General Liability And Responsibility**

**4.1.1** With respect to the use of Association property, including but not limited to all Recreational Areas or equipment therein, The Association and its Board of Directors assumes no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of, or in connection with, the use of said property or equipment. Persons using Association property or equipment do so at their own and by said use agree not to hold the Association or the Board of Directors liable for actions of any nature occurring from said use.

**4.1.2** With respect to the use of Association property, including the Recreational Areas or equipment therein, an Owner/Resident shall be held responsible for the actions and conduct of his family members, guests, pets, and invitees. Decorum/good conduct and safety shall be observed and strictly enforced. For example, climbing on the HOA sign, walls, gates, chain mesh fences, and kayak racks is prohibited.

**4.1.3** Any damage to Association property, including the Recreational Areas or equipment therein, which is caused by an Owner/Resident or family member, guest, pet, or invitee of the Owner/Resident, shall be repaired or replaced at the expense of the Owner/Resident.

### **4.2 General Use Restrictions**

**4.2.1** Illegal substances are prohibited on community property.

**4.2.2** Alcoholic beverages are allowed on Clubhouse premises as per state statute. Alcoholic beverages can only be served to and/or consumed by persons over the age of twenty-one (21). Alcoholic beverages are only allowed in Recreational Areas of the Clubhouse, the pool area, and the rear patio. No alcoholic beverages are ever allowed in the pool, the tennis courts or exercise room.

**4.2.3** The Recreational Areas shall be solely for the use of the Owner/Resident, family members or authorized guests subject to the provisions of the Association Governing Documents and Rules and Regulations.

**4.2.4** Personal Trainers or Instructors are prohibited in Recreational Areas, including the exercise room, the tennis court or the pool unless accompanied by an Owner/Resident. Personal Trainers and Instructors must provide a Certificate of Insurance naming OSPREY COVE HOMEOWNER'S ASSOCIATION OF HOBE SOUND, INC as additional insured

**4.2.5** No pets of any kind are permitted in the Clubhouse, pool and tennis court areas.

Service dogs shall not be governed by the restrictions contained in this section.

**4.2.6** The walkways and entrances of the Recreational Areas and facilities shall not be obstructed or used for any purpose other than ingress and egress.

**4.2.7** No cooking shall be permitted nor shall any goods or beverages be consumed on Common Area except in areas designated for those purposes by the Association.

**4.2.8** No personal music device, video game or portable television is permitted in the clubhouse, pool area and tennis courts without the use of headphones.

**4.2.9** Parking is permitted only in designated areas, which are the clubhouse parking lot and the street, when the clubhouse parking lot is full.

**4.2.10** No smoking is allowed in fenced in pool area, tennis courts, inside clubhouse or within 25 feet of clubhouse entrances

**4.2.11** No one under the age of 18 is allowed to smoke on community property, as per state law.

**4.2.12** Littering is prohibited on Association property. Owners/Residents, family members and authorized guests shall remove all trash or other waste material generated during their use of recreational areas.

**4.2.13** No personal articles shall be left or stored on Association property.

**4.2.14** No unauthorized resident or guest shall adjust any of the common area equipment to include, but not limited to, lake lights and pumps, pool pump, pool heater, sprinklers, or thermostats.

**4.2.15** Residents may not place personal kayak racks, furniture, etc. in the Wetland Preserves or in pedestrian easements in the preserves. Residents who sign a "Release of Liability" may be assigned HOA kayak racks. Residents shall launch kayaks, canoes, and/or paddleboards adjacent to the docks and may leave carriers in pedestrian easement A, only while their watercraft are in use. The carriers must not interfere with access to the marina, tiki umbrella, kayak racks, or kayak launch area.

**4.2.15.1** Kayak racks are to be used for kayaks or canoes. Paddleboards will be hung on the back side of the kayak racks on hangers. Members may be assigned a maximum of two kayak racks or one kayak rack and one paddleboard hanger. Once a member is assigned a kayak rack or paddle board hanger, they will have 30 days to place a kayak or paddleboard on the assigned space or the rack/hanger may be reassigned by the HOA Board of Directors. Kayak racks and paddleboard hangers are intended for active users and not as a long term storage facility. The HOA Board of Directors may reassign racks/hangers in the event that they are not actively used. Members with smaller kayaks may be asked to stack two kayaks on one rack rather than be assigned two separate racks.

**4.2.15.2** Kayak racks and paddleboard hangers are HOA property. There is no assumed ownership by Osprey Cove HOA members and any assignment of racks or hangers are not transferrable during real estate sale transactions. Members cannot transfer their rack or hanger assignment to renters of their property without Board of Director approval.

**4.2.15.3** No personal items such as paddles, life vests, seat cushions or other personal items can be attached to the kayak rack structure. Members are encouraged to remove their kayaks or paddleboards from the racks/hangers during named storms or during extended periods out of town. Racks/hangers will not be reassigned during this time.

**4.2.16** Residents may not deposit landscape debris or trash of any kind in the wetland and upland preserves. Maintenance personnel hired by the HOA are required by statutes to leave any trimmings from the preserves in the preserves.

### **4.3 Use Of Recreational Areas**

#### **4.3.1 Clubhouse**

- (a)** Abusive language or behavior will result in eviction from the Clubhouse.
- (b)** Association property shall not be removed from any area including pool, pool deck, tennis court and all common areas except for folding tables and chairs with prior Board approval.
- (c)** Rollerblading/skating, skateboarding, bicycling or scootering is not allowed in the pool area or on the Tennis Courts.
- (d)** No wet bathing gear in the clubhouse except for use of restrooms through external bathroom doors.
- (e)** Dry shoes (including the soles) and cover-ups must be worn.
- (f)** Resident children under 18 years of age are allowed general use of the clubhouse facility only with parental supervision.

#### **4.3.2 Exercise Room**

All Permission Forms can be obtained from the Property Manager or Osprey Cove Web Site

- (a)** All persons using the exercise room do so at their own risk (See section **4.1.1** Liability/Responsibility)
- (b)** Children ages 11 to 13 will be permitted in the exercise room only when accompanied by a resident adult or authorized adult. Resident children ages 14-17 will be permitted in the exercise room with written parental approval on file with the H.O.A. Board of Directors. Resident children are not permitted to bring guests to the exercise room
- (c)** No food or drink other than water will be permitted in the exercise room.
- (d)** Dress code for Workout Areas - Proper, freshly laundered gym attire is required. No clothing which contains rivets, hooks, studs. Shirts must cover chest and

back. Closed toe, athletic shoes must be worn at all times. Torn or cut off clothing, flip-flops, aqua shoes, sandals, bare or stocking feet are unacceptable.

**(e) Courtesy Rules:**

- Be considerate of others.
- You must rack all plates, barbells and dumbbells after use.
- Do not drop or bang free weights, machine weights or dumbbells.
- Free weights and accessories may not leave the free weight area.
- You must allow other members to work through when performing multiple sets.
- Do not stand on exercise benches
- No foul language
- No running or horseplay in facility
- Good personal hygiene is a must

**(f)** Residents must bring a clean towel with them and wipe the equipment down after use.

**(g)** Posted exercise room rules must be followed.

### **4.3.3 Pool Area**

All Permission Forms can be obtained from the Property Manager or Osprey Cove Web Site.

**(a)** No lifeguard is on duty. All persons using the pool do so at their own risk. (See **4.1.1 Liability/Responsibility**)

**(b)** Pool hours are from 7:00 AM to Dusk.

**(c)** All persons under thirteen (13) years of age and under shall be accompanied by an Owner/Resident or supervising adult.

**(d)** Resident children ages 14-17 will be permitted in the pool area with written parental approval on file with the H.O.A. Board of Directors.

**(e)** Resident children are not permitted to bring guests to the pool without parental supervision. No nude swimming shall be allowed at any age. Children wearing diapers must wear rubber leak proof pants or Swimees designed for pool use while in the pool.

**(f)** Roller blades/skates, skateboards, bicycles, scooters shall not be permitted in the pool area.

**(g)** Water toys, flotation devices, and snorkel equipment shall be permitted with parental supervision when they do not constitute a nuisance to others.

**(h)** No running, pushing, drinking, rough play, profane language, diving or jumping in the pool shall be permitted.

**(i)** No glass containers or other breakable objects shall be permitted in the pool area.

### **4.3.4 Pool Health And Safety**

**(a)** All users shall shower before entering the pool.

**(b)** No soaps or shampoos shall be used at the poolside shower.

- (c) Persons wearing bandages or having colds, coughs, inflamed eyes, infections or open sores shall not use the pool.
- (d) All belongings shall be removed when the user is leaving the pool area. The Association and its Board of Directors shall not be responsible for any belongings lost or stolen
- (e) A three foot walking area shall be maintained around the pool at all times. Additionally, walking areas around and through the pool shall not otherwise be blocked.
- (f) In accordance with health department regulations, no food or drink is permitted in the pool or the immediate edge of the pool. Any food or beverage shall be consumed at the tables, all rubbish, garbage, trash, refuse or other waste materials shall be removed from the association property.
- (g) Maximum number of persons allowed in the pool at any one time is as prescribed by law.

**4.3.5 Pool Furniture And Equipment** Pool furniture and equipment shall not be removed or changed in any manner.

#### **4.3.6 Tennis Court Use And Restrictions**

- (a) Players shall play at their own risk.(See 4.1.1 Liability/Responsibility)
- (b) The tennis court is open for play from 7:00AM to dusk.
- (c) Play shall be limited to one and a half (1-1/2) hours for double play and one (1) hour for singles play. Play may continue providing no other players are waiting at the expiration of the preceding time limits.
- (d) Instructors can only use the court to teach Owners/Residents. (See General Use Restrictions 4.2.3 )
- (e) The tennis court is restricted to the playing of tennis only.
- (f) No one shall be permitted on the tennis court except those persons playing tennis.
- (g) Roller skates, skateboards, roller blades, bicycles, scooters, balls other than tennis balls and other play or exercise equipment are prohibited on the tennis court.
- (h) Children ten (10) years of age and younger shall be accompanied by an adult.
- (i) Children eleven (11) years of age and older shall be allowed to use the tennis court without supervision as long as they comply with all rules.
- (j) No food, alcoholic beverages or smoking shall be permitted on the tennis court.
- (k) Boisterous or profane language shall not be used by players or spectators.
- (l) Only proper tennis attire and non-marking tennis shoes shall be worn.

#### **4.3.7 Tennis Court Reservation Schedule**

- (a) Reservations for play shall not be made earlier than 48 hours before the requested time except for lessons which may be scheduled up to 7 days in advance.
- (b) Names of all players shall be posted with the requested time.

- (c) Players shall not reserve more than one time slot. Any duplicate reservations shall not be honored until all other players have played.
- (d) Unassigned court time may be signed up for by the same players on the same day.
- (e) Court time shall be forfeited if players do not show up within ten (10) minutes of the reserved time.
- (f) If the court loses playability during a reserved time, playing time shall not be extended if other players are waiting or have reservations.

## **CHAPTER 5 CLUBHOUSE RENTAL RULES**

### **5.1 Clubhouse Rental Rules And Restrictions**

Clubhouse Reservation Applications can be obtained from the Property Manager or Osprey Cove Web Site.

**5.1.1** Clubhouse Reservation Rules And Restrictions. Clubhouse Reservation Applications can be obtained from the Property Manager or Osprey Cove Web Site.

**5.1.2** Reservation does not include use of exercise room, pool or tennis courts. The exercise room door shall be kept closed during all private party functions.

**5.1.3** All reservations and booking request shall be submitted to the property manager. The Property Manager will provide all reservation confirmations.

**5.1.4** Reservations are on a on a first come first served basis. Reservations may be made no earlier than six (6) months prior to the function and no later than fourteen (14) days prior to the date of the function. Only Resident/Owners living within Osprey Cove Yacht Club may book the clubhouse facilities for private parties.

**5.1.5** Refundable security deposit of \$250.00 is due upon booking of each function. This deposit will be refunded provided all inventories are intact and no damage has occurred. If there is property damage, the cost of repairs and/or replacement will be deducted from the security deposit or paid out of pocket.

**5.1.6** Music must be contained to the clubhouse area and kept at a level as to not cause a nuisance.

**5.1.7** All caterers/vendors must be licensed and insured and proof of this must be provided ten (10) days prior to date of function.

**5.1.8** The Owner/Resident reserving the clubhouse is responsible for all function preparations, supervision of all guests, enforcement of all rules and regulations.

**5.1.9** Clean up must begin immediately after the end of the function.

**5.1.10** There must be a Resident/Owner present during the entire function to insure that the clubhouse rules are complied with.

**5.1.11 CHILDREN'S PARTIES:** At least 1 adult per each 5 children must be present to supervise the party for children 14 and younger.

**5.1.12** The Board of Directors and Committees have priority on the use of facilities. Private functions will be posted on the Osprey Cove website calendar.

**5.1.13** Alcoholic beverages are only allowed in accordance with Use Restrictions 4.2

**5.1.14** Smoking is restricted as per Use Restrictions 4.2.10.

**5.1.15** The designated area for parking is the parking lot adjacent to the clubhouse. If the number of vehicles exceeds the amount of space in the clubhouse parking lot, then parking will be allowed on the street. There shall be no parking allowed on the landscaping.

**5.1.16** The only decorations allowed are tabletop decorations. No glitter, sparkles, tape, thumbtacks, glue, staples, nails, etc, shall be used anywhere within the clubhouse.

## **CHAPTER 6 INSURANCE AND CASUALTY LOSSES**

**6.1 Parcel/Dwelling Owner Responsibilities:** Shall be in accordance with Declaration of Covenants 10.2

Ref: Declaration of Covenants 10.2

## **CHAPTER 7 MAINTENANCE OF PARCELS AND DWELLINGS**

### **7.1 Owner Responsibilities**

**7.1.1** The Owner of each Parcel shall be responsible for the maintenance and repair of all exterior and interior areas of his or her Dwelling including but not limited to:

- (a)** The dwelling's exterior walls shall be maintained in a safe clean attractive condition with paint that is clean and free of mold, chips and cracks.
- (b)** The dwelling's roof shall be maintained clean and free of mold and or other debris.
- (c)** The mail receptacle shall be maintained in good condition and not exhibit any dents, missing components and or chipped paint
- (d)** Lawn and landscaping maintenance with no visible or overgrown weeds or undergrowth.
- (e)** Bushes, shrubs and trees are to be pruned and dead ones must be removed except where prohibited by law.
- (f)** Repair on Parcels, including lawns and irrigation equipment located between the sidewalk and roads shall be maintained in a safe and clean condition.
- (g)** Irrigation equipment shall be maintained in such a manner so as to cause no stains on structures or paved areas.
- (h)** Maintenance of the walkways other than concrete sidewalks and driveway,

- including any portions extending over any portion of the Common Areas.
- (i) No refuse or unsightly objects shall be placed or remain upon any parcel.
  - (j) All lawns, landscaping and sprinkler systems and any property, structures, improvements shall be maintained in a safe, clean, attractive condition.

**7.1.2** The failure of an Owner to maintain any area which is their responsibility, or to keep the Parcel free from accumulation of rubbish, refuse, or other unsanitary condition, shall entitle the Association, upon ten (10) days prior notice to the Owner, to enter onto the Parcel to correct the problem, and the cost shall be an Individual Assessment against the Parcel Owner pursuant to Declaration of Covenants Article 6.6.

Ref: Declaration of Covenants 7.2

## **CHAPTER 8 COMMON AREAS**

### **8.1 Owner Responsibilities**

**8.1.1** Each owner shall use the Common Area and areas within Osprey Cove in accordance with the Governing Documents and Rules and Regulations.

**8.1.2** Homeowners are responsible for their children, guests and employees/contractors.

**8.1.3** All persons using the Common Area shall do so at their own risk.

**8.1.4** No water bodies shall be used to dispose of waste or altered in any way except in accordance with appropriate governmental approvals.

**8.1.5** All owners, occupants, lessees and others within the Properties assume the risk associated with waterways.

**8.1.6** No boating or swimming is permitted on or in the internal lakes. Fishing is permitted under the following conditions.

- (a) Use of hook and line only is allowed.
- (b) All fish caught must be released alive back into the lake as soon as possible.
- (c) Fishing is allowed only from the Owner's property unless permission is received from another owner in advance.
- (d) Trespassing on any other Owner's property without permission is not allowed. This includes walking through an Owner's property that has not provided permission to get to one that has provided permission.
- (e) No refuse, bait, discarded fishing gear or debris of any kind is to be left on any property as a result of fishing in the internal lakes.

**8.1.7** The Association shall not be responsible for any loss or injuries suffered relating



to any water body and are not obligated to erect any fences around such water bodies.

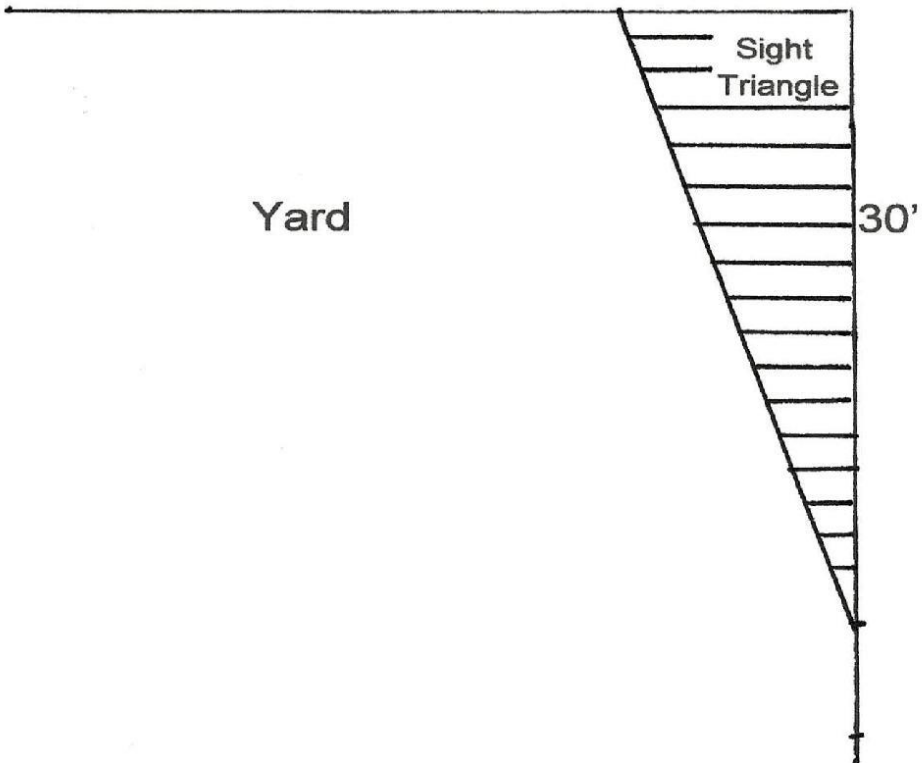
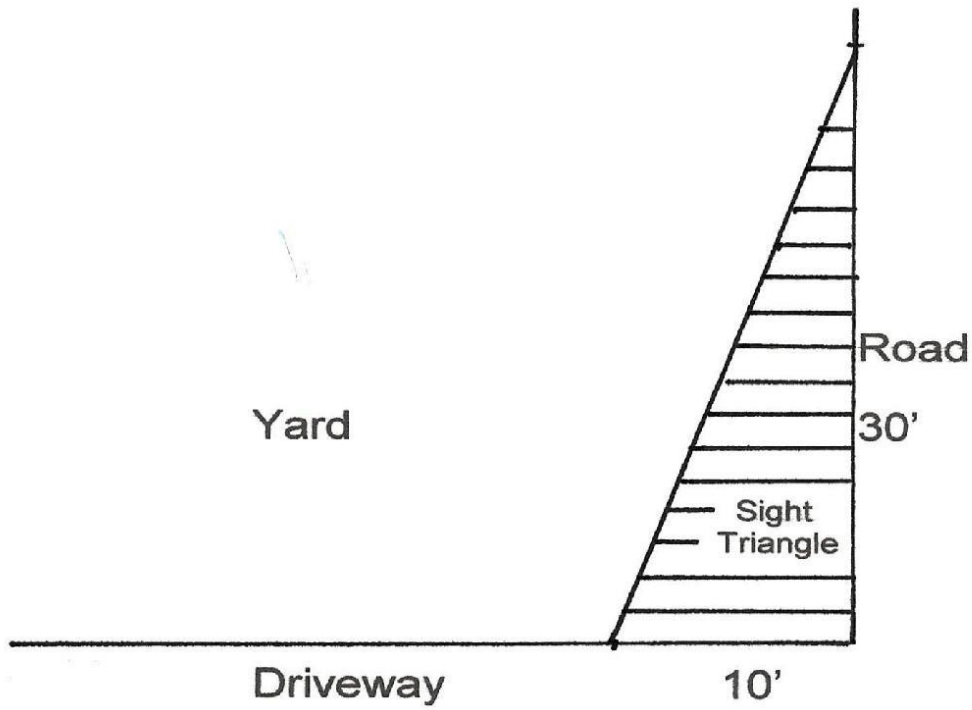
Ref: Declaration of Covenants 4.3

## **CHAPTER 9 MARINA RULES AND REGULATIONS**

**9.1** The Marina Association owns, maintains, illuminates, and insures the dock. HOA members and their guests have access to a portion of the dock to the Security gate. Access beyond the Security gate by non-Marina Members is prohibited.

**9.2** The Marina Association's Declaration of Covenants and Rules and Regulations govern the usage of the Marina for their Members and guests. These measures apply to everyone who accesses the docks. Anyone who violates these rules may be suspended from using the dock and/or be fined.

**ATTACHMENT 1**  
**DRIVEWAY SIGHT TRIANGLES**



# ROAD INTERSECTION SIGHT TRIANGLES

