

# **RULES AND REGULATIONS OF THE ORCHARD HILLS HOMEOWNERS ASSOCIATION**

## INTRODUCTION

Orchard Hills Homeowners Association, acting through its Board of Directors, has revised and/or adopted the following rules and regulations governing the use of the Common Area and the personal conduct of the members, their guests, and their tenants.

These rules and regulations may, from time to time, be adopted, revised or amended by the Association's Board of Directors.

Every homeowner and tenant shall comply with these rules and regulations as set forth. Homeowners are responsible for compliance of the rules and regulations by their tenants and guests.

## I. GENERAL

1. Your Board of Directors welcomes the assistance of all homeowners in the reporting of violations of the Association's Rules and Regulations. Violations should be reported in writing to the Board. The Board's designee will give notice of the violation to the homeowner. All disagreements will be presented to the Board of Directors, who will take appropriate action.
2. Failure of a homeowner or tenant to comply shall be grounds for action which may include, without limitation, an action to recover sums due to damages or injunctive relief. All impositions shall be placed on the homeowner. The Board shall have standing to enforce these Rules and Regulations, as stated in the Association's by-laws.
3. Upon written request, the Board shall be permitted (but not required) to grant relief to homeowners from specific rules or regulations.
4. All homeowners and tenants must supply a current telephone number for emergency purposes. The number will be for Board, Committee, and Management use only, and will not be distributed.
5. Annual meeting – Once entering the meeting you will be checked for membership in good standing. You will then be given a card for the privilege of voting & speaking.

## II. INSURANCE

1. Each homeowner is required to insure his lot and the structure thereon, to the full current replacement cost, utilizing a homeowner's policy (referred to as the Homeowners - 3 Policy) and shall be required to rebuild his unit in the event of a casualty.

It is a homeowner's responsibility to make sure that they have the required insurance coverage in the event of a casualty; such as fire, acts of God or nature.

If a homeowner should have to report a casualty claim, regarding the exterior of their unit, please follow these procedures:

1. Call your insurance agent to file a claim.

2. Call Management - Maine Real Estate Management LLC – 942-8003 to report the damage.

If the homeowner refuses or chooses not to report the damage to their insurance company, then the Association will repair all exterior damage, and the cost of exterior maintenance shall be added to and become part of the assessment to which said Lot is subject.

The Association maintains and repairs problems caused by normal wear and deterioration to the exterior of the units. Our Capital Reserve Account is for the cost of replacement at the end of the normal life of materials used to build our community. The scheduled time of repairs and maintenance of these problems is dependent on budgetary and weather conditions.

2. All homeowners are required to submit a copy of their insurance declaration page annually, as per the Association's by-laws. Said copy must be sent to the Management office to be placed in homeowner's file. The Association is not responsible for any negotiations in regard to homeowner insurance issues.
3. If you have a home business, you are required to obtain additional liability insurance coverage (with a minimum coverage of \$500,000.00), through your homeowner's insurance policy. You must supply the Association with a copy of said insurance.

### III. ARCHITECTURAL & LANDSCAPE

1. To maintain a uniform and pleasing appearance of the exterior of the buildings, no awnings, canopies, or glass enclosures shall be attached to the outside walls, doors, windows, roof or other portion of the buildings or on the common elements, except for window air conditioners. No signs of any kind are allowed to be attached to the exterior of any building or fence. Standard exterior colors shall not be altered.
2. No building shall have any reflective substance placed in any window or glass door. No plastic or weatherproofing of any kind is allowed to be attached to the exterior of the buildings.
3. Homeowners shall be liable for all damages to the buildings, common area, and grounds caused by deliveries or moving articles to or from the buildings, or from personal items attached to the exterior of the unit.
4. Homeowners or tenants are not permitted on the roofs for any purpose.
5. Homeowners are allowed to hire contractors to work within Orchard Hills, either for interior work or exterior work. It will be the responsibility of the homeowner to make sure that the contractor carries adequate Liability Insurance - minimum of \$500,000.00.

**All exterior work must be approved, in writing, by the Board of Directors, to be submitted on an Architectural/Landscape Alterations Form.** Please refer to Architectural/Landscape Alteration Procedures.

#### ARCHITECTURAL/LANDSCAPE ALTERATION PROCEDURES:

Rationale: Provide procedural steps to be taken and time constraints to follow in order to assist OHHA homeowners who plan to make architectural or landscape alterations and/or changes.

#### STEPS:

1. Request an Architectural/Landscape Alteration Form from the management office, a Board member or the applicable Committee Chairperson.
2. Return request form to the management office, or the applicable Committee Chairperson.
3. The applicable Committee will review said request form within one week.
4. The applicable Committee will arrange an on site visit and consult with the owner, if needed, within one / two weeks.
5. The applicable Committee will present the homeowner's request for alteration change to the Board of Directors at the next scheduled monthly meeting, for approval.
6. The Board, will forward a memorandum to the individual owner, for either its approval and/or a need to meet any non-compliance matters. This memorandum will be forthcoming within a one to two week timeframe. If there are non-compliance concerns, it may necessitate another review meeting between the committee and the homeowner.
7. It becomes the responsibility of the homeowner to notify the applicable Committee of any anticipated or known delays of approved alterations or changes.
8. It is the responsibility of the current homeowner to disclose all and any architectural or landscape alterations, changes, or additions to future homeowners / purchasers of the property.

#### IV. ALTERNATIVE HEATING SYSTEMS

There are several types of heating systems allowed at Orchard Hills. The installation requirements for each type are listed below.

1. Propane and Kerosene heating systems, such as the **Monitor** and **Rinnai** are acceptable forms of alternative heating systems. These heating systems must be vented outside. Outside vents must follow the same style that homeowners are currently using. Homeowners are required to fill out an Architectural/Landscape Alterations Form and have it signed by three (3) Board members prior to any installation of an alternative heating system.

Every unit that contains a vented type heater shall be subject to the following additional rules:

- a. Heaters must be vented to the outside and installed by a licensed technician.
- b. All fuel must be stored outside the unit.
- c. It is the homeowners responsibility to notify the Board of any installation of an alternative heating system.
- d. It is the homeowner's responsibility to have the unit cleaned and inspected to insure its safe operation.
- e. It is the responsibility of the homeowner to replace any shrubs that are damaged by the exhaust from a vented heater.

2. Every unit that contains an outside fuel tank for auxiliary heating shall be subject to the following additional rules:

- a. Homeowners are required to notify the Board of Directors if they intend to install a tank.

- b. Tanks must be installed in the homeowner's backyard according to code.
  - c. Tanks must be permanently affixed, not portable.
  - d. Tanks may be up to 275 gallons.
  - e. All installation and coverings must meet building and safety codes.
  - f. All installation, hook-ups and construction costs are the responsibility of the homeowner.
  - g. All maintenance of the tanks, tubing, coverings, spillage or leakage is the responsibility of the homeowner. All tubing and plastic coverings are to be painted to match the exterior of the building.
  - h. Delivery trucks are not permitted on lawns or walks, and delivery must be to your backyard only.
  - i. It will be the homeowner's responsibility to keep a path clear to his tank for fill-ups in the winter and to repair any damage to the common ground due to keeping the path clear for deliveries of fuel. Damage must be repaired by May 15th or the Association will contract for the repairs and bill the homeowner.
3. Heat pumps may be authorized provided they conform to the following criteria:
- a. Architectural/Landscape Alterations form must be submitted and approved by the Orchard Hills Homeowners Association Board of Directors before any work may begin.
  - b. The heat pump must be located at the rear of the unit in the backyard area.
  - c. Only one heat pump unit is allowed per unit.
  - d. The heat pump must not be directly attached to the exterior wall of the unit but must be mounted on a commercially available stand specifically designed for heat pump installation. The stand must match the color and finish of the heat pump. Only neutral colors will be allowed, such as grey, beige or white.
  - e. The heat pump must be located between 24" and 48" from the exterior wall to allow for maintenance of the exterior siding. Any deviation of this location is at the discretion of the board and must have an exception granted due to lot arrangement. In the event that a homeowner's heat pump is obstructing maintenance to the building, it will be the homeowner's responsibility to have the heat pump moved for the duration of the maintenance.
  - f. The interior heating and cooling register must not be mounted on a common wall that is shared by an abutting unit.
  - g. NO refrigerant OR electrical lines are to be MOUNTED to the exterior of the building. Lines must be as short as practical so as to avoid hazards from tripping and to provide clearance for ladders, safe access for lawn mowing, etc.
  - h. All refrigerant lines must enter the exterior wall of the townhouse unit at one single point. All electrical lines must enter the exterior wall of the townhouse unit at one

single point as well as close to the refrigerant lines as possible. The lines must be properly sealed where they enter the exterior wall and be covered with an appropriate boot or other covering, or as required by the manufacturer. This covering must color coordinate with the colors of the stand.

- i. Drainage pipes from the heat pump shall exit the building no higher than 8" above ground and no moisture may contact the building. Any deviation from this is at the discretion of the board and must have an exception granted.
- j. Electrical disconnect and junction boxes must be mounted no higher than the height of the heat pump while mounted on the stand. The junction box must be secured to the stand itself or secured to a ground mount of some kind and this must be as close to the unit as practical. The disconnect and junction box are not to be mounted on the exterior of the building
- k. Junction box and electrical conduit must be gray in color.
- l. The maximum height of the heat pump, stand and all components will not exceed 60".
- m. The heat pump will not exceed an average state decibel rating of more than 60 dB excluding start up and shut down. Exceeding this limit will incur penalties as provided in the Orchard Hills Homeowners Association's Rules and Regulations, and the homeowner will be required to resolve the problem.
- n. Installation must be performed by a licensed and insured contractor.
- o. All maintenance of the heat pump, including the main unit, lines, tubing and coverings, electrical disconnect and junction box, as well as any leakage, etc., and damage caused to any common area or limited common area, is the responsibility of the homeowner.
- p. In the event that the unit becomes inoperable it must be removed within one month by a qualified contractor. It will be the responsibility of the homeowner to repair any damage to the building as a result of the installation of said heat pump. An Architectural Alterations form must be submitted and approved by the Orchard Hills Homeowners Association Board of Directors prior to removal.

#### V. COMMON AREAS, PARKING AND SNOW REMOVAL

1. No boats, trailers, snowmobiles, motor homes or all-terrain vehicles shall be permitted at the development. No unregistered vehicles, uninspected vehicles, or vehicles which cannot operate on their own power shall be permitted within the development. Violators will be towed.
2. The sidewalks and similar areas of the common ground shall not be obstructed.
3. All homeowners, tenants and visitors must observe the following parking rules:
  - a. As stated in the Orchard Hills Declaration of Covenants, all homeowners will be entitled to one numbered parking space. No homeowner, tenant or visitor shall park in a numbered space not assigned to them without permission of the homeowner assigned the space.

- b. Homeowners may use a visitor space, if needed, for an additional vehicle owned by an individual living in the unit. No homeowner, tenant or visitor is permanently entitled to a specific visitor space. Visitor spaces are on a first come, first serve availability.
- c. If a homeowner has more than 2 cars associated with their unit they must communicate with Maine Real Estate Management for further instruction on parking. Failure to speak with Management could result in extra vehicles being towed from the property.
- d. The homeowner relinquishes his numbered parking space to his tenant, should the unit be rented.
- e. Homeowners are responsible to instruct their visitors to park properly.
- f. If a homeowner or tenant shall be away for any period of time, he must use his assigned space for his vehicle storage. This rule is modified for the snow removal months. Refer to Winter Parking Rules.
- g. No one shall leave his vehicle in a visitor space for more than 48 hours.
- h. Vehicles improperly parked in a numbered space or in violation of any parking rule shall be subject to towing.
- i. There shall be no parking on grass for any reason. **EXCEPTION: Refer to Winter Parking Rules.**

4. **The following shall apply during snow removal months - November 1 through April 30:**

- a. **NO PARKING IS ALLOWED ON BALDWIN DRIVE OR ORCHARD HILLS PARKWAY FROM THE HOURS OF 11 O'CLOCK PM THROUGH 6 O'CLOCK AM. THERE WILL BE NO WARNINGS. VIOLATORS WILL BE TOWED!**

- b. All vehicles are to be removed by the owners from the parking lots no later than 9:30 AM following the end of a storm.

If there is a continuous snow fall for two or three consecutive days, 9:30 AM the \_\_\_ morning following the end of the storm, the snow will be thoroughly removed from the roads and parking lots.

**Homeowners or tenants who place their vehicles along Baldwin Drive or Orchard Hills Parkway during the day while it is still snowing, will take the risk of being towed if the snow removal contractor cannot keep the roads clear due to vehicles being parked on the roadways.**

- c. While snow is being removed from parking lots, all vehicles are to be parked along the already plowed roadways until violating owners' vehicles are towed away and parking lots have been completely plowed. Parking on the roadway during these times shall be on the right side of the road coming in Baldwin Drive and going out Orchard Hills Parkway. In other words, all vehicles should be parked on the same side of the road so the plows and other traffic can get through.
- d. The parking spaces in the front cul-de-sac facing Broadway are available for

homeowners or tenants who will be away for long periods during the winter months. Only one vehicle per unit will be allowed to park in the lot at a time. You must notify Maine Real Estate Management LLC and give a description of your vehicle and the dates you will be gone before leaving it in the long-term parking area. Any vehicle left in these spaces without the required notification will be towed. These spaces will not be plowed.

- e. Vehicles will be towed, at the owner's expense, upon the infraction of these rules during the winter months.
- f. Authorization for towing will be at the discretion of the snow removal contractor. The cost of towing shall be the responsibility of the vehicle owner.

## VI. PERSONAL CONDUCT AND SUPERVISION

1. Parties or other gatherings are not to be held on the common areas, except those pre-approved by the Board of Directors.
2. Homeowners, tenants and guests shall refrain from making disturbing noises that will interfere with the rights, comforts or conveniences of others. Quiet time will be observed at Orchard Hills from the hours of 10:00 pm through 6:00 am. During the hours of 10:00 pm to 6:00 am, residents at Orchard Hills shall refrain from making loud or excessive noise, which may disturb others, such noise disturbances to include persons, animals and vehicles.
3. Children shall be the direct responsibility of their parents or legal guardians while they are within the development.

## VII. TRASH DISPOSAL

1. Orchard Hills has 3 trash dumpsters and 2 zero-sort recycling dumpsters. All refuse, waste, cardboard, bottles, cans and garbage must be placed in the appropriate dumpsters. PLEASE check to make sure you are putting your regular household trash in the correct dumpster. The trash removal contractor will keep the dumpsters empty, but should a dumpster be full, please do not place trash or recyclables on the ground outside of the dumpster - make use of another available dumpster.
2. No large objects shall be allowed in or around the dumpsters. Homeowners and tenants must make other arrangements to dispose of large objects.
3. Trash or recyclable items may not be stored on back decks, front steps or on the common grounds. Until ready for proper disposal, trash and recyclable items must be kept in unit, or in shed.
4. Do not put trash bags, household items or other debris in the zero-sort recycling containers. All cardboard boxes must be broken down (flattened) before being placed in the dumpster.

### ITEMS TO BE PLACED IN THE ZERO-SORT RECYCLING CONTAINER:

- Flattened Cardboard
- Clean Boxboard (shoe boxes / cereal boxes)
- Office Paper (white / colored)
- Magazines, Newspapers, Glossy Inserts
- Office paper, junk mail, envelopes
- Aluminum Cans

- Tin Cans
- Glass bottles and jars
- Plastic bottles #1 - #7

**DO NOT PLACE THE FOLLOWING ITEMS IN THE ZERO-SORT RECYCLING CONTAINER:**

- No unmarked plastics (laundry baskets, chairs, toys)
- No windows / No light bulbs
- No pyrex or ceramics (dishes / plates / mugs)
- No foam packaging / No Styrofoam
- No recyclables containing food waste
- NO PLASTIC BAGS, PLASTIC WRAP, ETC.

If you carry your recyclables to the dumpster in a plastic bag, **DO NOT LEAVE THEM IN THE PLASTIC BAG. Remove them from the plastic bag and throw the plastic bag in the dumpster for the household trash.**

VIII. OHHA PET RULES AND REGULATIONS

1. All pets must be licensed and given shots in accordance with the city of Bangor regulations.
2. No pet may roam at large, this includes cats. All pets must be leashed when outside the units, and shall be controlled by their owners.
3. Pets leashed in backyards must be confined within the back yard area. Pets are not allowed to reach beyond the shed onto common grounds. Pets may not be tied in the front of the buildings or on the common grounds for any reason.
4. Pets may not use the common ground for animal waste. Pet owners shall be responsible for the immediate removal of their pet's solid waste and to properly dispose of it. Backyards will not be mowed if solid waste is present at the time of mowing, and a fine may be imposed.
5. Pets must be walked and exercised on pavement only.
6. Pets shall not be allowed to damage any property within Orchard Hills. Pet owners will be assessed for specific damage caused by their animals to the common grounds or other property, including backyards.
7. Pet owners are fully responsible for personal injury caused by their pets.
8. Pets may be maintained in a Unit so long as they are not a nuisance. Actions which constitute a nuisance include, but are not limited to: Any of the above regulations along with abnormal, unreasonable, or excessive barking, crying, whining, scratching or unhygienic offensiveness.

In following the City of Bangor's Ordinance on Barking or Howling Dogs §65-5 "*No person shall own, keep or harbor any dog which, by loud, frequent or habitual barking, howling or yelping, shall disturb the peace of any person or persons.*" Animal Control considers 15 minutes of continuous barking to be excessive.

9. Pets causing or creating a nuisance or unreasonable disturbance or noise will be subject to the following penalty guidelines:



- ☒ **1<sup>st</sup> violation** - Upon receipt, by the Management, of a written complaint and reasonable proof, e.g. corroboration from at least one other homeowner, that a dog(s) at a specific residence is a nuisance to them because of barking, the Manager will send a letter to the homeowner of the residence in question, notifying them that a dog(s) at their residence is a nuisance to other homeowner(s) because the dog(s) is barking and that the barking must stop.
- ☒ **2<sup>nd</sup> violation** - If, after 10 days, the Manager receives another written complaint and reasonable proof from the same or another homeowner that a dog(s) at the same residence sited above is a nuisance to them because of barking, the City of Bangor Animal Control will be notified. Once Animal Control has been notified, the following will take place:
  - ▶ **1<sup>st</sup> Complaint** – The homeowner will receive a letter from Animal Control.
  - ▶ **2<sup>nd</sup> Complaint** – Homeowner will be summons to appear in District Court.

City of Bangor’s Ordinance on Violations and Penalties § 65-14: *“Whoever violates any provisions of this chapter shall be punished, upon conviction, by a fine of not less than \$50 per offense. For this purpose, each day on which a violation shall occur or continue shall constitute a separate offense.”*

- 10. Pets roaming the community unsupervised may be subject to removal. Pets that are removed will be taken to the Bangor Humane Society.
- 11. There shall be a limit of **two (2) dogs** per unit allowed at Orchard Hills Estates.
- 12. Backyards and common ground must be kept clear of animal feces at all times. Any infraction will result in a fine of \$25 per incident.

### IX. OHHA RENTAL & LEASING RULES

- 1. Rental and/or Leasing Signs are to be limited to one sign per unit, of standard size. Sign must be removed upon the rental or leasing of the unit.
- 2. No unit at Orchard Hills can be rented or leased for shorter periods of time than six (6) months.
- 3. Homeowners who rent their units at Orchard Hills, must have signed leases or rental agreements in accordance with Maine State Law.
- 4. Copies of signed leases or rental agreements must be provided to the management office, to be placed in the homeowners file.
- 5. It is the responsibility of the homeowner to make sure that their tenants have a copy of the Association’s Rules and Regulations.
- 6. It is the responsibility of the homeowner to sit down with their tenants and make sure that they understand the Rules and Regulations of Orchard Hills, as well as the policies that govern the Association.
- 7. It is the responsibility of the homeowner to make sure that the Tenant Information Sheet is filled out, signed by both the homeowner and the tenant, and mailed or faxed to the office of:

8. It will be the responsibility of the homeowner to rectify all problems and complaints concerning their tenants.

9. It will be the responsibility of the homeowner to make sure that management is sent the required information, on each new tenant, within 10 days of lease signing.

**PLEASE REMEMBER:**

- Failure of a homeowner to comply with the above Rules and Regulations shall be grounds for imposing a penalty as per the Association's by-laws.
- Failure of a tenant to comply with the Association's Rules and Regulations shall be grounds for action which may include, without limitations, an action to recover sums due to damages or injunctive relief. However, all impositions will be imposed on the unit owner.

**X. MISCELLANEOUS**

1. There shall be no solicitation by any person anywhere in the development for any cause, charity or any purpose whatsoever, except that which is Association sponsored, or with prior Board approval.

2. The speed limit within the development of Orchard Hills should not exceed fifteen (15) miles per hour.

3. The only signs permitted to be displayed outside, on common area, are for the sale or lease of your unit. Signs are to be limited to one sign per unit, of standard size, at ground level, to be placed at the front of the unit that is for sale or lease. It must be entirely contained no further than 4' from the front edge of the unit. We will no longer allow the large signs (yard arms, etc) to be used. NO signs are permitted to be placed at the front of the development along Broadway or at the entrance and exit of Orchard Hills Parkway and Baldwin Drive. Signs placed in these areas will be removed. Open House signs can be displayed 24 hours before an open house and must be removed immediately following the open house. All signs must be removed within 48 hours of a closing.

4. Plantings on the common grounds, and in the front shrub beds, are not allowed without prior written approval in the form of an Architectural/Landscape Alterations Form, signed by the Board of Directors and the Grounds Committee. Residents who plant flowers, shrubs, or vegetables without the appropriate written approval will be required to remove them.

5. The personal property of the homeowner or tenants must be stored in their respective units, sheds, or backyards. No item shall be stored on common ground. Lawn and/or Gardening items, decorations, solar lights or lights of any kind are NOT to be placed in the front of the units. Residents will be required to remove such items to the back yard area of their individual unit. Personal property allowed for outdoor storage in backyard areas consists of patio furniture, gardening items or decorations. Items such as beds, mattresses, couches, chairs, etc. are NOT allowed to be stored on common ground or in back yard areas.

6. No flammable, combustible or explosive fluids or chemical substances shall be kept inside any unit. All such items must be stored outside the unit.

7. No wood, oil, or gas burning apparatus or devices such as fire pits, lanterns, torches, chimeras, etc., are allowed either in back yard areas or on Association common ground. The ONLY flammable item allowed in the backyard area is a covered outdoor charcoal or propane grill for the purpose of cooking food.

**ORCHARD HILLS HOMEOWNERS ASSOCIATION  
POLICY ON REPAIR, MAINTENANCE AND SERVICES  
PROVIDED BY THE ASSOCIATION**

**The Association provides repair, maintenance and replacement to the exterior surfaces of the following as needed when caused by normal wear and deterioration but excluding damage by act of God and nature:**

1. Roofs (Asphalt Shingles)
2. Maintenance and Replacement of exterior siding
3. Replacement and painting of outside trim
4. Association owned decks (Original 10x10 decks)
5. Association owned fences (Original 2 sections of dividing fence between units)
6. Painting the outside of exterior doors (Homeowners are responsible for first painting when doors are replaced)
7. Repair, replacement & cleaning of gutters
8. Replacement of broken bathroom and dryer vents
9. Replacement of exterior light fixtures
10. Repair and replacement of exterior unpainted front steps and slabs
11. Outside water or sewer problems
12. Roads and walkways
13. Mailbox enclosure
14. Dumpsters, slabs and fences around dumpsters

***If repair or replacement of any of the above is necessary due to homeowner negligence, the homeowner will be assessed the cost.***

**Services provided by the Association:**

1. Prepare the annual budget
2. Make and collect assessments against the unit owners for common expenses
3. Provide for the upkeep, maintenance and care of the common area
4. Maintain and repair the exterior of each building, Association owned decks and Association owned fences.
5. Designate or hire and dismiss the contractors necessary for maintenance of the community
6. Make rules and regulations concerning the use of the common areas
7. Establish a bank account on behalf of the Association
8. Enforce by legal means the provisions of the planned unit instruments
9. Obtain necessary liability insurance
10. Pay the cost of services rendered to the Association
11. Keep the books of account of the Association

**Homeowners are responsible for the following:**

1. All interior repair and maintenance
2. Cleaning windows
3. Cleaning out bathroom and dryer vents
4. Maintenance, Repair or Replacement of all door locks and keys
5. Replacement of all glass surfaces
6. Maintaining non-Association owned decks, front steps and fences, including enlarged decks, decks of different material than the original, painted decks or steps, back fences, painted fences and side fences on end units.
7. Maintaining homeowner alterations, additions, and/or changes
8. Maintaining storm doors, entry doors, sliders, atrium doors, windows and skylights, as per Association specifications.
9. Repair or replacement of doorbells
10. Repainting of your numbered parking space if leaking fluids from your car caused the damage
11. Maintenance, Repair or Replacement of Mailbox Locks and Keys
12. Repairing damage due to acts of God or nature (which is why you are required to carry a replacement value policy, otherwise known as a Homeowners 3 Policy.)
13. Pest control within the unit boundaries

If the homeowner does not maintain the above to the satisfaction of the Association, or if their negligence causes further damage, the homeowner will be assessed all charges for repair or maintenance.

*Infractions of the Association's Declaration of Covenants, By-laws, or the Rules & Regulations will result in the following actions and penalties:*

*Homeowners who are in violation of the Association's Declaration of Covenants, By-laws, or the Rules & Regulations will be informed by written notice in the form of a letter.*

- *Corrective action not taken after 30 days of notice being sent will constitute a penalty equal to 25% of the current monthly assessment.*
- *Corrective action not taken after 45 days of original notice being sent will constitute an additional penalty equal to 50% of the current monthly assessment.*
- *Corrective action not taken after 60 days of original notice being sent will constitute an additional penalty equal to 100% of the current monthly assessment and additional penalties of 100% of the current monthly assessment will be applied every 30 days thereafter until approved corrective action is taken.*

*Orchard Hills Homeowners Association  
Rules and Regulations  
Revised July 11, 2024*