

Orchard Run Rules & Regulations

In a community such as Orchard Run, the difference between mediocrity and excellence lies ultimately with its residents – each one of us. Covenants and Rules are meant to maintain our properties as a prime residential area of the highest quality, desirability and monetary value. In this perspective, the observance of the Covenants and derived Rules and Regulations should be regarded as an everyday necessity, rather than a burdensome option. To maintain an attractive and peaceful community it is important to respect the Covenants as well as the dignity of neighbors.

The regulations contained herein apply not only to Orchard Run residents, but to all persons who enter the community. This includes not only Homeowners and Renters, but also their guests, visitors and contractors, etc. If a Homeowner has tenants, it would be prudent to give a copy of the Rules and Covenants to such tenants, as Homeowners will be responsible for any fines incurred by their tenants.

Your Board of Directors has the right to establish Rules and Regulations with which each member shall comply. If you have a question about a rule or an issue not mentioned, please refer to your Covenants, Conditions and Restrictions (CC&Rs). (Association By-laws Article 5.6 b and CC&R Article II, Section 1)

Number 1

All improvements, or attachments, alterations of material appearance (including color) of the exterior of a residence, or other structure, will require copies and plans, specifications, to be submitted and approved in writing by the Architectural Control Committee (ACC). The Board reserves the right to require a Homeowner to remove any structure or addition that has not received permission from the ACC. (Article VIII section 2)

Number 2

All maintenance (I.E. Landscaping, weed abatement, etc.) on any lot is the responsibility of the Homeowner (and Renter). Each owner (and renter) shall keep their Lot and adjacent streets, if any, neatly trimmed, properly cultivated, watered and free of trash, weeds and other unsightly materials. The Board of Directors shall have the right to determine whether or not each lot is being properly maintained; authority may be delegated to the ACC. If it becomes necessary for the Association to repair or maintain a lot, the cost of the repairs and or maintenance will be added to and become part of the annual assessment for each Owner. Failure to pay assessment will result in a lien.

Number 3

No animals, livestock or poultry of and kind shall be raised, bred or kept on any Lot. Dogs, cats or other household pets may be kept provided they are not bred or maintained for commercial purposes. Pets must be kept fenced or on a leash at all times and are not allowed to run loose. Owners of pets are responsible to remove excreta. (Article VII, Section 9)

Number 4

All maintenance to be performed on a residence shall be the responsibility of the Owner. Each Owner shall maintain the residence in a good state of repair, maintaining a neat appearance consistent with the surrounding area. The Board of Directors shall have the authority to determine whether or not each residence is being properly maintained; authority may be delegated to the ACC. If it becomes necessary for the Association to repair or maintain a property, the cost of repairs and or maintenance will be added to and become part of the annual assessment for each Owner. Failure to pay assessment will result in a lien.

Number 5

Trash, garbage or other waste must be kept in sanitary containers and properly screened. Trash cans must be out no earlier than one (1) day before or no later than one (1) day after the day of pickup. No noxious or offensive activity shall be carried out upon any Lot nor shall anything done which may be an annoyance or nuisance to the neighborhood. (Article VII, Section 6)

Number 6

No temporary structures of any kind shall be used on any Lot at any time as a temporary or permanent residence. (Article VII, Section 3)

Number 7

All of the Lots in Orchard Run shall be used primarily for residential purposes. Business may be conducted in the home, considered a residential purpose, however no sign, excessive parking or excessive noise will be permitted. (Article VII, Section 1)

Number 8

No plants or fence shall be placed on any Lot to obstruct the view of any street at any intersection. No planting, fence, shed or other implement may be placed to obstruct the maintenance and repair of the irrigation system or obstruct the flow of water to other homeowners. (Article VII, Section 5)

Number 9

No advertising, or signs, shall be permitted on any Lot with two exceptions. 1. A "For Sale" or "For Rent" sign may be permitted, but may not exceed six (6) square feet. 2. ** Political signs (one sign per office or issue) not exceeding 36" X 48" is permitted for a period of 45 days before and 7 days after an election. (Article VII, Section 8; ** revised State law)

Number 10

No boats, trailers, busses, recreational vehicles, or inoperative vehicles of any kind, camper rigs off trucks, or boat rigs, or other similar items shall be parked or stored permanently on any public street, right of way, or driveway within the subdivision. Permanent or semi-permanent storage for such vehicles or items must be screened from public view, either in a garage or screened behind a screen or fence, of at least six (6) feet in height, no further forward than the front building line of the dwelling unit. All fencing must be approved in advance by the ACC. Any such vehicles may only be parked in the street or driveway temporarily while loading or unloading and may not exceed 48 hours or by the discretion of the Board of Directors. Permanent street parking of such vehicles is prohibited. (Article VII, Section 2)

Number 11

No Activity, such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers, RV's or boats may be performed or conducted on or within the Property, unless it is done within a single, continuous twenty four (24) hour time period or said maintenance is conducted within a completely enclosed structure which screens the sight and sound of the activity from the street and from adjoining property. The foregoing restrictions shall not be deemed to prevent washing and polishing of any Motor vehicle, boat, trailer, or motor driven cycle, together with those activities normally incident and necessary to such washing or polishing. (Association By-laws Article 5.6 b and CC&R Article II, Section 1)

Penalties

A letter of non-compliance will be issued to the Homeowner (and Renter) for violation of any Rules and Regulations. Failure to take action to correct the violation in the time allotted will result in a fine as specified in the "Covenant Enforcement Policy and Procedure", available on the CIC web site (www.cicmanagementsolutions.com) Non-payment of fines will become a lien against the property.

** Any violations of the CC&Rs not covered in these Rules are also subject to fines.

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