

OLDE ORCHARD HILL RULES AND REGULATIONS

GENERAL

1. The Olde Orchard Hill Homeowners Association, Inc. (Association), acting through its Executive Board, has adopted the following Rules and Regulations (Rules and Regulations.) These Rules and Regulations may be amended from time to time by resolution of the Executive Board.
2. Whenever in these Rules and Regulations reference is made to a "Unit Owner", such term shall apply to the owner of any Dwelling Unit, to his/her family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. Whenever in these Rules and Regulations reference is made to the Association, such reference shall include the Association and the Property Manager or any other Managing Agent when the Property Manager or a Managing Agent is acting on behalf of the Association.
3. The term "Declaration" when used herein refers to the Declaration of Covenants and Restrictions of Olde Orchard Hill, A Planned Community dated September 17, 2001 and recorded September 18, 2001. The term "Bylaws" when used herein refers to the Bylaws of Olde Orchard Hill Homeowners Association, Inc. The term "Managing Agent" when used herein refers to Penn Equity Associates, Inc., or any successor managing agent appointed by the Association.
4. In addition to any other applicable restrictions set forth in the Declaration or Bylaws, the Unit Owners or any person occupying a Unit shall comply with all the Rules and Regulations hereinafter set forth governing the Community, including Units, public areas, common areas, grounds, parking areas and any other appurtenances. A non-compliant owner or occupant will receive written notice (hard copy or email) of any violation and may request an appeal hearing to be held within 30 days of the date of the notice. If not addressed or corrected within the timeframe stated in the written notice, the violation may result in a fine of 50.00 (fifty dollars) plus court costs and legal fees, if applicable. A fine of \$100 will be assessed every two weeks for a Unit owner who despite a warning letter and fine continues to be-noncompliant.
5. The Association reserves the right to alter, amend, modify, repeal or revoke these Rules and Regulation and any consent or approval given hereunder at any time by resolution of the Executive Board.

RESTRICTIONS ON USE

6. No part of the Community shall be used by or through a Unit Owner for any purpose except residential housing and the common purposes for which the Community was designed, except for such accessory uses as may be authorized by the Executive Board pursuant to the Declaration. Each Unit shall be used as a residence for a single family, its servants and guests.

7. Common Areas: Placement of any personal property upon the common areas is strictly prohibited. This includes, but is not limited to benches, chairs, toys, bird feeders and other items. Disturbing the common areas by cutting, planting or building of any structure is prohibited.

8. No unit shall have a swimming pool of any type, including hot tubs, inflatable or plastic pools. No recreational structures of any kind, permanent or temporary, may be placed in front, side or in back of a unit. This includes, but is not limited to, teeter-totters, basketball hoops, playhouses, sliding boards or any other typical playground equipment.

9. No unit shall have a fence, except that buried electronic wire fences for dog control shall be permitted provided this location is approved by the board.

10. No sign of any kind shall be displayed to public view on any unit or improvement thereon except for directional signs (i.e. house number), a single family name sign of no more than 144 square inches, and temporary realtor signs advertising the property for sale.

11. Flags and banners are prohibited from being displayed outside any unit with the exception of an American, Commonwealth or military flag (not to exceed 5 feet by 3 feet in size.) If flag holders are to be utilized, the Executive Board must approve the type and location of mounting. No ground-mounted flag poles are permitted. One ornamental banner (not to exceed 12 inches by 18 inches and 3 feet high) may be displayed in the mulched area of each unit.

12. Holiday displays, i.e., lighting, wreaths and appropriate seasonal decorations are permitted. Seasonal decorations include, but are not limited to holiday decorations and seasonal (spring, summer, autumn, winter) décor on or about the unit. However, all types of exterior inflatable displays are expressly prohibited. Should any objection to seasonal decorations arise, a decision on the acceptability will be made by the Executive Board of the Association.

13. Landscaping.

a. No plants other than landscaping shrubs, decorative grasses and decorative flowers may be planted in the tanbark areas of the community. Vegetable plants of any type, tall flowering plants (i.e., sunflowers, dinner plate dahlia, etc.) along with flowering and climbing vines and trellises at the front of a unit are strictly prohibited. A small garden area for planting of vegetables may be installed, but only with written approval of the Executive Board through appropriate submission of a request to the ARC.

14. Trash Cans

All trash cans, garbage or other refuse should be stored out of sight in garages. Trash cans and recycling bins should be moved to the curb no earlier than noon the day prior to pick up and retrieved to store in unit garage no later than 6 PM the day of pick up 2025 annual meeting.

15. Outdoor Fires-Fire Pits-Grills

- a. No outdoor wood burning fires of any type are permitted within the boundaries of Olde Orchard Hill. This includes open or enclosed wood fires. This does not include indoor wood burning fireplaces.
- b. Charcoal grills, and the use of charcoal in approved burning devices is allowed on an individual's property. No charcoal burning devices shall be used on the deck. This includes but is not limited to: fire pits, traditional grills, Chimineas, hibachi grills and smokers.
- c. The use of natural gas or propane gas appliances on decks is allowed as long as smoke from these devices does not adversely affect any other residents.
- d. The use of any aforementioned devices is prohibited in front of any unit. This includes driveways, porches, sidewalks, grass areas and tanbark areas.
- e. No tank for storage of ten gallons or more of gas or liquids may be maintained on any Unit.

ARCHITECTURAL

16. Each owner shall, at each such owners sole cost, and expense, repair, restore, and maintain the exterior of each owners unit and the exterior of other improvements to an owners unit, keeping the same in the condition comparable to the condition of such improvements at the time of their initial construction, accepting only normal wear and tear.

17. All exterior changes, alterations or additions to any unit or property, including landscaping, must be submitted in writing to the Architectural Review Committee and approved in writing by the Executive Board. The form can be found on the Olde Orchard Hill website under Documents or from the Property Manager. Failure to obtain written approval for any changes will result in fines and the Unit Owner may be asked to undo any change that is not subsequently approved.

PET RULES

18. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any dwelling or on any lot or unit except dogs, cats or other domesticated pets provided that they are not kept, bred or maintained for commercial purposes. Fairview Township requires that dogs be registered with the township. Every pet owner/custodian shall take all responsible steps to prevent noise and/or odors of the pet from annoying other residents. Should there be a question as to what constitutes a household pet, the Board shall make the determination in its sole discretion.

19. Pets shall be on a leash and accompanied and in direct physical control of the unit owner or designated capable person when out of doors. The use of cable, rope, leash or other restraint that is not physically held by the unit owner, occupant or custodian is not acceptable.

20. Pet owners are fully responsible for personal injuries or property damage caused by their pets. Any damage to the lawns, plants, trees or shrubbery caused by any pet within the Community shall be the responsibility of the pet owner/custodian. Owners must immediately remove all defecation from affected areas.

21. The feeding of wild animals is prohibited. Bird feeders are permitted as long as they are in mulched areas and not placed within six feet of a neighboring unit.

PARKING

22. No non-passenger vehicle of any type and no unlicensed or non-operational motor vehicle of any type shall be permitted to remain overnight on any property in the Planned Community, other than that which may be used by Declarant, its agents or contractors in conjunction with building operations. Motor vehicles and any other permitted vehicles shall be parked only on macadam surfaces such as driveways and streets. Vehicles may not block access to sidewalks, driveways or mailboxes. No boats, trailers, commercial vehicles, including those with signs and private advertising; truck cabs, motor homes, recreation vehicles or vehicles that are inoperable or unlicensed shall be parked or stored on any part of the premises, community property or the streets of Olde Orchard Hill. These vehicles may be stored in an enclosed garage. Recreation vehicles include but are not limited to, water vehicles, snow mobiles, -ATVs, four-wheelers, and campers.

ASSOCIATION/FINANCIAL

23. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payment shall be at the Association's principle office or other designated address, by mail or by direct payment authorization.

22. All units will be assessed a monthly fee for the maintenance of common elements, for lawn and maintenance and snow removal, and for operations and activities of the association. The association has a lien on a unit for any assessment against the unit or fines imposed against the unit owner from the time the assessment or fine begins becomes due. The monthly fee is stated in the projected annual budget.-This fee is payable by the first day of each month to Olde Orchard Hill HOA and mailed to the property manager or payed via automatic bank account deductions:

Penn Equity Associates
P.O. Box 228
Palmyra, PA 17078

If paid quarterly, semi-monthly or annually, payment must be made at the beginning of the time frame in order to avoid late fees and penalties. Late fees will be assessed by Penn Equity

Revised 7/2025