

The Orchards Homeowners Association

General Rules

TABLE OF CONTENTS

1. General Information
2. OHA Association Responsibilities
3. Owner Member Responsibilities
4. Garages
5. Motor Vehicles and Parking
6. Rubbish Removal
7. Sale or Rental of Residence
8. Architectural Guidelines
9. Dues, Maintenance Fees, Lien Procedures and Cost of Collection
10. Complaint Procedure
11. Enforcement Procedures and Assessment for Rule Violations

1. GENERAL INFORMATION

The Orchards Homeowners Association (OHA) is comprised of 128 residences. Address locations are listed on Bellemore, Castlewood, Greenleaf, Kenmore, Lake Avenue, Melrose, North Charles Street and Stony Run Drive. The Association is located in Baltimore, Maryland, incorporated as a tax-exempt nonstock corporation of the State of Maryland, P.O. Box No. 26262, Baltimore, MD 21210. The historic documents which record the formation, operation and boundaries of The Orchards include the Articles of Incorporation, the By-Laws, the Plat, Deed and Assignment and amendments thereto ("Corporate Documents"). As a private neighborhood association, we are governed by these Corporate Documents and, particularly, by our By-Laws and these General Rules. The General Rules may be amended from time to time as deemed appropriate by a majority vote of the Board of Directors. Amendments to other Corporate Documents are governed by the By-Laws and Maryland Law. Annual Meetings are held on the second Monday of October at 8:00 p.m., as required by the OHA By-Laws, Article III, Section 1. Regularly scheduled Board meetings are held throughout the year as scheduled by the Board, usually quarterly and usually on the evening of the first Monday of the months of March, June, September and December, or whichever alternative times may be convenient for a quorum of the Board.

The OHA's Corporate Documents define the standard against which we hold ourselves accountable to one another as neighbors. These documents are designed to protect the rights of each owner. However, policy and procedure cannot replace courtesy and the need to communicate with each other before escalating any communication or filing a formal complaint about a neighbor. We encourage taking the time to have a personal discussion. Neighbors talking with each other in a non-threatening way can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within the hands of each resident.

2. ORCHARDS HOMEOWNERS ASSOCIATION RESPONSIBILITIES

The Orchards is a neighborhood association of the City of Baltimore. Streets, street lighting, sidewalks, garbage removal and all other safety, construction, maintenance and law enforcement issues are subject to the laws and regulations of the City of Baltimore. The Orchards assists its members with snow removal, traffic safety oversight, and oversight of municipal code violations that may impair rights of residents. Driveways are the property and responsibility of individual owners.

3. OWNER/RESIDENT RESPONSIBILITIES

a. Littering is prohibited.

b. All damages to common areas of the OHA, if any, caused by an owner, occupant, pet or guest must be repaired or replaced at the expense of the member owner, who may then seek reimbursement from the tenant or guest.

c. All items left unattended in the common areas may be removed, stored or discarded by the Board at the owner's expense.

d. Any noise that distracts or disturbs others is prohibited. Residents must refrain from any activity that creates a nuisance. If someone is creating a nuisance, contact your neighborhood block captain or a Board member to try to address it locally. If informal resolution is inappropriate or attempted but unsuccessful, contact local law enforcement.

e. Signs or other advertising of any nature are prohibited upon any portion of property within the OHA except:

i. One professionally printed "FOR SALE" or "FOR RENT" no larger than 24 by 30 inch yard sign is permitted. (Homemade signs are prohibited).

ii. One "FOR SALE OPEN HOUSE" sign may be displayed in front of the residence on days of a scheduled open house.

iii. One security protection sign may be placed on front door or front door window.

f. Oil or fluid leaks or spills on roadways, parking areas, or driveways must be cleaned promptly by the resident. Efforts must be made immediately to correct the mechanical problem of any vehicle leaking oil or other surface staining fluids. Such repairs must be made within the garage or off the property.

g. Owners and residents must not pour or allow to spill, any oil, solvent or other volatile or flammable material into the storm sewers or common areas.

h. Vehicle repairs including oil changes are prohibited on OHA roadways, parking areas, and driveways.

i. Lawn ornaments and/or lawn furniture must not be placed in common areas.

j. Permanent recreational equipment should be restricted to rear yards and should be pre-approved by the OHA Architectural Committee. Vehicles with expired tags, flat tires or expired

registrations located within The Orchards on public streets may be towed at the owner's expense. Owners and residents should keep vehicles that do not work out of plain view to the public.

l. Regular residential maintenance shall be provided to keep OHA homes in a state of good repair, including but not limited to repair of gutters and downspouts, grass cutting, fertilizing and reseeding of lawn areas, landscaping and trimming of trees on member property, repair to broken windows, torn screens, damaged front doors or damaged garage doors.

m. Individual garage, yard or patio sales are prohibited unless organized for the entire OHA.

n. Clotheslines are limited to rear yards.

o. Appropriate patio and deck items would include outdoor furniture, planters and grills. Patios and decks shall not be used as storage areas..

p. Residences shall be occupied and used for single-family purpose only as private dwellings for owners, their families, tenants and guests.

q. Exterior modifications to the residences, garages, the buildings or the grounds are prohibited without obtaining prior, written approval from the Board or its designee, the Architectural Committee.

r. Exterior lighting must not be directed in such a manner as to create an annoyance to other residents.

s. Any exterior structural change such as additions, storage sheds, swimming pools, animal shelters, carports, patio awnings, hot tubs or gazebos are prohibited without prior approval of the Board. Architectural guidelines and applications for changes are available on the OHA website. See <http://www.orchardshOHA.org>.

4. GARAGES.

a. Garage doors should be CLOSED when not in use.

b. Only minor maintenance to motor vehicles may be done in garage. Body work, welding, noisy maintenance or repairs which may result in fluids running into the driveway, are prohibited.

c. Storing flammable or hazardous items in a garage or on common areas is prohibited, except for small amounts used for grilling, such as propane tanks, residential cleaning fluids or fuels for operating home power tools.

d. The garage should be used as the primary parking spaces.

5. MOTOR VEHICLES.

- a. The following vehicles are prohibited from being parked within Association property:
 - i. Buses
 - ii. Mobile and/or motorized homes, though a recreational vehicle may be parked on a member's driveway for up to a 24 hour period in preparation for a trip.
 - iii. Trailers, bOHAts, recreational vehicles and motorcycles are prohibited unless parked within the confines of a garage at all times while on the property.
 - iv. Trail bikes and snowmobiles
 - v. All vehicles with exhaust systems that disturb other residents are prohibited.
- b. Moving vans are permitted to be temporarily parked on the street if the flow of traffic is not obstructed.
- e. Be courteous to neighbors with respect to parking. If residents or their guests park vehicles on their driveway, those vehicles must not block sidewalks. Avoid parking opposite driveways to allow others enough room to enter and exit their driveway.
- f. Parking on any grassed or lawn area is prohibited.
- g. The speed limit in the Association is 25 m.p.h. All vehicles must observe the speed and speed bumps on Stony Run. Slow down in the presence of school children walking to and from school.

6. RUBBISH and YARD WASTE REMOVAL.

- a. The City of Baltimore provides rubbish and yard waste removal service and recycling. Questions concerning the service or billing for removal of large items such as furniture or appliances must be directed to Baltimore City Waste Management.
- b.. Rubbish must be stored in solid trash containers with lids secured, and kept in garages or other location away from plain view until trash pick-up day. Yard waste may be placed in bags.
- c. Rubbish and yard waste may be placed curbside the night before or morning of trash pick-up day. Trash cans must be picked up and off of the street or front yard as soon as possible and the same day as trash pick-up. Containers not picked up within a reasonable time after trash collection may be collected by the OHA and Owner fined \$10 for each container pick up.

d. Large items of rubbish must not be placed outside for pickup until the scheduled pick up date. Owners are responsible for bulk item removal, as the City of Baltimore may not assume the responsibility for disposing of bulk items.

7. SALE OR RENTAL OF RESIDENCES

a. All owners must notify the OHA in writing of any changes in occupancy within thirty (30) days of such change.

b. Within fifteen days (15) of executing a purchase or sales agreement, the owner or realtor must notify the OHA Board Secretary to make arrangements for a maintenance fee update letter. At the same time, the owner must provide the name, address and phone number of the purchaser. The OHA Board Secretary will coordinate the paperwork with banks, realtors, appraisers and escrow agents. A transfer fee for these services may be charged to the seller and paid out of escrow from proceeds due to the seller at the time of title transfer. The seller is responsible for providing the following information to the buyer:

Copy of Declaration and Bylaws, and a Copy of the Handbook of Rules and Information.

c. "For Rent" signs are permitted on the same basis as (For Sale). All homemade signs are prohibited. Renting or leasing a unit for transient or hotel purposes, as defined as periods of less than thirty days (30), or hotel, laundry and similar services is prohibited. The owner lessor must provide the Board Secretary with the following information before the tenant takes up residence: Full name of tenant, names of all occupants of the residence, telephone number of tenant. The owner is responsible for making the tenant aware of the Rules of the Association. The owner is responsible for tenant violations of the OHA Bylaws, or Rules. The owner shall be responsible for rule violation assessments and all other damages and any recourse the owner may wish to take against a tenant who is in violation. The lease document must contain a clause making it subject to the covenants and restrictions in the Association Bylaws and Rules.

8. ARCHITECTURAL GUIDELINES.

a. In order to preserve the aesthetic and architectural integrity of the Orchards, and to establish common guidelines and standards for improvement projects within the Orchards, any type of modification to the exterior of a member property must be submitted to the Board, directed to the head of the Architectural Committee in writing, for review. Written approval must be obtained from the Architectural Committee PRIOR to commencement of any project. Email communications are acceptable, and are often the most efficient way to facilitate these reviews and approvals. Check the OHA website for information about the current Architectural Committee head and contact information. See <http://www.orchardshOHA.org>. Failure to

receive PRIOR Board approval may also result in a rule violation assessment to the owner whether or not the request receives Board approval, or may result in the homeowner having to restore the property to its original condition if changes to the home exterior are made which are not approved by the Board.

b. The following are examples of improvements requiring Architectural Committee approval:

- i. storm Doors
- ii. full view door, door frames and sliding doors
- iii. replacement windows
- iv. garage doors
- v. indoor or outdoor fireplaces
- vi. fences
- vii. front landscaping
- viii. deck or patio installations.

c. It is the responsibility of the seller to disclose to a new owner any exterior architectural changes or improvements that are the responsibility of the owner to repair or maintain.

d. Following written approval from the Board, it will be the owner's responsibility to secure necessary building permits, to obtain approval from the City of Baltimore, and to insure conformity to jurisdictional codes as well as the Association. A copy of the building permits must be submitted to the Board before the initiation of construction.

e. Once material for the exterior modification is placed on the subject property, the work must begin and continue through completion within a reasonable period and in a reasonable manner that will not detract from property appearance, or inconvenience neighbors and/or Association service contractors.

f. Work permitted and authorized should not occur outside of the hours of 8:00 a.m. to 5:00 p.m. on weekdays, 8-5 on weekends, other than tool set-up and site clean-up. Improvements to the neighborhood are welcome, but should also account for disruption to neighbors, so let neighbors know in advance if you plan to have any improvements done. Also, guide contractors to not block access to homes of neighbors, particularly driveways. Contractor yard signs are not permitted.

9. MAINTENANCE FEES, LIEN PROCEDURES AND COLLECTION POLICY

- a. OHA dues are assessed annually, unless otherwise determined by the Board. Annual dues are due within thirty (30) days of receiving notice or same, or by March 31 of each calendar year, whichever is first following notice by way of invoice. Annual dues are considered late if not received within that period.
- b. An administrative late charge of ten percent (10%) of the unpaid balance per month shall be incurred for any late payment and on any unpaid balance.
- c. Payments made members shall be applied in the following order:
 1. Administrative late fees owed to the Association.
 2. Collection costs, attorney's fees incurred by the Association.
 3. Principal amounts owed on the account for common expenses and assessments.
- d. Any past due assessment may cause a lien and foreclosure to be filed against the Member property.
- e. Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the OHA in the collection will be assessed to the delinquent owner.
- f. If any owner fails to perform any act that he/she is requested to perform by any OHA By-Laws, General Rules, regulations or applicable laws, the OHA may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such member owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

10. COMPLAINT PROCEDURE.

- a. Complaints against anyone violating the rules are to be made to the OHA Board President in writing and must contain the signature of the individual filing the complaint.
- b. The OHA President will, in most instances, contact the alleged violator after receipt of each complaint, and a reasonable effort will be made to gain the violator's agreement to cease the violation.

c. If reasonable efforts to gain compliance are unsuccessful, the owner may be subject to a sanction in accordance with the penalty provisions of the OHA By-Laws or General Rules.

11. ENFORCEMENT PROCEDURES AND ASSESSMENT FOR RULE VIOLATIONS

- a. The owner shall be responsible for any violation of the OHA Bylaws or General Rules by the unit owner, guests, or the occupants, including tenants of his/her unit.
- b. A rule violation, that by the determination of the Board affects the rights of others or their property, may result in immediate legal action.
- c. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner, as will be all costs for extra cleaning and/or repairs stemming from the violation of the By-Laws or General Rules.

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