

The Orchard Villas,
A Condominium

Rules and
Regulations

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Rules and Regulations for the Orchard Villas

These rules and regulations have been set forth to expand upon and detail the information found in the Condominium Declaration and Bylaws under which The Orchard Villas, a Condominium, operates. All Residents are reminded their support of and adherence to these rules and regulations make the community a more attractive, safe, and harmonious place to live. Your Board of Directors (Board) welcomes the assistance of all Unit Owners in the enforcement of these rules and regulations. Accordingly, Residents have both the right and responsibility to assist with enforcement of these rules and regulations by reporting violations thereof to the property manager in writing.

Definitions

Common Elements shall mean all portions of the Condominiums except the Units. All “Limited Common Elements” shall be part of the Common Elements.

Limited Common Elements shall mean those portions of the Common Elements allocated by the Declaration of the Units, including, but not limited to, any deck, porch, or patio appurtenant to a Unit, including the Unit’s mulched areas, and including the area between the sidewalk and the front exterior wall of each Unit. An area 18 feet by 18 feet located immediately in front of the garage for each Unit shall also be Limited Common Elements for the exclusive use of such Unit.

Unit shall mean a portion of the Condominium designed for separate ownership or occupancy, whether or not contained solely or partially within a building.

Resident is an individual who lives in a Unit, or a Resident may be the Unit Owner or a lessee.

Background

This version of the rules and regulations has been revised by a committee of Orchard Villas Residents and was subsequently reviewed, edited, and approved by the Resident-elected Board of Directors. It is recognized that many Residents come from private, free-standing homes with few or no regulatory constraints which would allow for planting, displaying, and otherwise using their property as only they determined. Other Residents come from communities/dwellings with active home/property owners’ organizations having a myriad of rules and regulations. Residents must recognize that we live in a neighborhood with close proximity to each other. Consequently, our actions/preferences can have significant impact on our neighbor(s). Please be considerate of others.

No matter what our past residential situation, we know that each of us was attracted to this particular community in part by its overall “curb appeal,” neatness, and well-maintained

“Common Elements.” It was the Committee’s and the Board’s desire to create a set of rules and regulations that will protect and enhance property values by having a reasonably consistent appearance throughout – while at the same time, allowing Residents to create/display unique and attractive enhancements to their Unit’s “Limited Common Elements” thereby giving the Unit “personality” and “uniqueness” but also protecting the safety and wellbeing of Residents and guests. Residents whose Units have street side frontage will have somewhat more responsibility to maintain the highest level of “curb appeal” since those Units are our community’s “public face”.

Knowing that all Residents will never be 100% satisfied with every rule and regulation contained herein, the Committee and the Board hope and trust that all Residents will appreciate the ultimate purpose of this effort and will make every reasonable, good-faith effort to abide by them. The end goal is to continue to have Orchard Villas be a desirable community of well-maintained condominium Units that are attractive and livable, inside and outside.

Note: Any damage caused by a resident’s action which is prohibited by these rules and regulations, or any damage caused by an action for which prior written approval is required and no approval was obtained, must be repaired promptly by the resident; otherwise the damage will be repaired and the damaged area returned to its original condition by the association, and the cost will be billed to the resident.

1. Personal Property

1.1. Unless an item is specifically allowed in these rules and regulations, or prior written approval for an item has been obtained from the Board, all items of personal property, including, but not limited to, lawn chairs, benches, grills, pots, planters, plant stands, bicycles, tables, etc. must be kept inside the fenced patio or fenced courtyard (the fenced-in areas), or the garage. Additionally, all items of personal property specifically prohibited by Section 4.1 of these rules and regulations must be kept inside the fenced-in areas or the garage. No personal property located within the fenced-in areas may be visible above the fence, with the exception of: one patio umbrella, one cooking grill with black cover, and those plantings allowed inside fenced-in areas in Section 2.3 (A) of these rules and regulations. The following types of umbrellas are prohibited: athletic and sports entities; school and team affiliations; businesses and organizations; political, protest, and other similar types of umbrellas; and any umbrella displaying offensive language or images. Chimeneas and fire pits are not allowed to be operated. The fenced-in areas are not to be considered as “storage areas”. Fenced-in areas must be maintained in proper condition to be safe and so as not to attract snakes, rodents, and other pests.

1.2. Unless specifically allowed in these rules and regulations, or prior written approval has been obtained from the Architectural Committee or Board, nothing may be attached, affixed, displayed, hung from, or placed upon: exterior walls, exterior trim, exterior faux stone, entryway exterior, doors, windows, fences, or roof,

including, but not limited to, signs, awnings, canopies, shutters, antennae or satellite dishes, weather thermometers, clocks, hooks for hanging pots, plants, planters, or signs, and hooks for hanging wind ornaments or for hanging any other type of ornament or device.

2. Decorative Items - Display of the following items is allowed:

2.1. Front Door Wreaths: Decorative wreaths may be hung on the front door only and may not be hung on any exterior wall. All wreaths are to be no larger than 30" in diameter. Wreaths are prohibited on the outside of patio and courtyard fences except as allowed as holiday decorations under Section 2.11 of these rules and regulations. A wreath should be seasonably appropriate, and when holiday specific, displayed one week before through one week after the holiday.

Christmas wreaths may be displayed from Thanksgiving until January 7th of the following year. Non-permanent methods (e.g. "J" hangers, suction cup hooks) are to be used for displaying wreaths, as opposed to permanent methods (e.g. screws or nails).

2.2. Bird feeders, Birdhouses, and Birdbaths: Bird feeders (hummingbird, seed, or suet styles) and birdhouses may be located in the Unit's Limited Common Element mulched areas directly adjacent to the Unit and may be freestanding or hung from a 6 foot or less L-shaped hanger or shepherd's hook. Bird feeders and bird houses are not allowed in front of units facing a street. One (1) freestanding birdbath not exceeding 24" in height is allowed in mulched areas directly adjacent to the Unit if it is maintained so as not to create a potential mosquito breeding site. Bird feeders, birdhouses, and birdbaths are not permitted outside the limited common element mulched areas directly adjacent to the unit and are not allowed in any grass area or beneath any tree, no matter where the tree is located.

2.3. Pots, Footed Urns, Planters, and Plant Stands:

a. Inside Fenced Areas: The restrictions of this Section 2.3 pertaining to the number and size of allowed pots do not apply to the areas inside a Unit's patio or courtyard fenced-in area. Patio fenced-in areas are typically those areas fenced in by a fence of approximately 3 1/2 feet high, while courtyard fenced-in areas are typically those areas fenced in by a fence approximately six (6) feet to eight (8) feet high. Plantings contained in pots, planters, footed urns, and plant stands placed within a fenced-in patio or courtyard area may have a maximum height of the greater of either: (1) 6 feet, or (2) the height of the lowest portion of the courtyard fence. Any planting allowed to grow to a height in excess of this fenced-in area height restriction must be removed or pruned by the Resident. One single or double shepherd's hook, which is six (6) feet high or less, is allowed inside a Unit's fenced-in patio area, however, this shepherd's hook number limitation does not apply to inside courtyard fenced-in areas. Fence-mounted shepherd's hooks are not allowed in any location.

b. Outside Fenced Areas – Number, Size, and Location: A total of ten (10) pots per Unit (pots, footed urns, and planters) are permitted outside the Unit's fenced-in area and may be located in the following areas:

(1) Five (5) pots are permitted on or beside the concrete pad at the Unit's front door entrance, along the sidewalk leading to the Unit, in the mulched areas directly adjacent to the Unit, and in the mulched areas directly adjacent to the Unit's patio or courtyard fence; and

(2) Five (5) pots are permitted in the Unit's garage area, including the long wall beside the Unit and the area between the Unit's garage and the adjacent garage.

Pots are not to exceed 18" in diameter and 24" tall. Footed urns are not to exceed 36" in height, and no more than three (3) footed urns are allowed outside a Unit's fenced-in area. Pots may be placed on a pedestal or stand with a combined height of the pot/pedestal/stand of 36 inches. One or two of the ten (10) allowed pots may be hung on a shepherd's hook (single or double hook) which is 6 feet high or less.

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imbing and vining plants are not allowed to grow on any building or fence, whether inside or outside any fenced area. Pots are not allowed in any grass area or under any tree, no matter where the tree is located. The following types of pots, footed urns, planters, and plant stands are prohibited: athletic and sports entities; school and team affiliations; businesses and organizations; political, protest, and other similar types of containers/stands; and any pot, footed urn, planter, and plant stand displaying offensive language or images

c. Buried Pots: Pots may be buried in the mulched areas directly adjacent to the Unit and in the mulched areas directly adjacent to the Unit's patio or courtyard fence.

Pots may be buried without prior approval of the Grounds Committee and do not count toward the ten (10) pot per Unit limit. Buried pots should not be visible. Residents should exercise extreme caution when digging in mulched areas so not to damage any underground service systems. Any damage caused by such digging and the subsequent repair is the responsibility of the resident. For safety reasons, empty buried pots must be removed and holes refilled promptly. Buried pots are not allowed in any grass area or under any tree, no matter where the tree is located.

d. Removal of Dead or Unsightly Plantings and Empty Pots: Dead plantings, unsightly plantings, and empty pots must be removed.

e. Artificial Plants and Flowers: Except as specifically allowed in the use of seasonal and holiday wreaths, garlands, and decorations, the use of artificial

plants and flowers is not allowed outside the Unit's fenced-in area.

2.4. Flower Boxes: Flower boxes may be displayed on patio fences. Containers cannot exceed 56" in aggregate length (total of all boxes) and must be white in color. All containers must be removed at the end of the growing season. Unsightly containers will be removed at the discretion of the Board. Any damage to the fence must be promptly repaired at the Unit Owner's or Resident's expense.

2.5. Garden Hose Reels and Hoses: Portable garden hose reels of a natural color may be left in the beds during the growing season (April 1-October 31). Hoses left outside fenced-in areas or garages must be neatly coiled inside a portable hose reel when not in use. Reels or hoses may not be mounted or affixed in any manner to any exterior building surface or fencing. Hoses must be green, brown, or black in color.

2.6. Ground and Landscape Lights: Ground and Landscape lights (solar or wired) are permitted only in the Unit's Limited Common Element mulched areas directly adjacent to the Unit, running along the sidewalk to the front door. The lights may not exceed 20" in height, must be equally spaced, stand vertically, and be well maintained. Landscape lights are also permitted within courtyards and fenced patios. No ground or landscape lighting is permitted in any grass area or under any tree, no matter where the tree is located.

2.7. Other Lighting: Other lighting deemed necessary for safety or security, accent lighting, or other decorative lighting may be installed if prior written approval has been obtained from the Architectural Committee. Please see property manager's website for the necessary form requesting prior approval.

2.8. Decorative, Garden, and Seasonal Flags and Banners: One (1) decorative, garden, or seasonal flag or banner is allowed per Unit. Any such flag or banner must be suspended from a garden flag stand, with the flag, banner, and stand having a combined height of no more than 30". The flag or banner may be located in the Unit's mulched areas directly adjacent to the Unit and in the mulched areas directly adjacent to the Unit's patio or courtyard fence. No flag or banner is allowed in any grass area or under any tree, no matter where the tree is located. The following types of flags and banners are prohibited: flags and banners of businesses and organizations; political, protest, and other similar types of flags and banners; and any flag or banner displaying offensive language or images.

2.9. Statues and Statuettes: Four (4) statues or statuettes, no taller than 20" each, may be located in the Unit's mulched areas directly adjacent to the Unit and in the mulched areas directly adjacent to the Unit's patio or courtyard fence. Statues and statuettes may not be plastic and must be of natural green, brown, or gray in color.

2.10. Benches and Chairs: An appropriately sized bench or pair of chairs may be placed only within the Unit's entryway. Benches and chairs may be made of wood, metal, or natural color concrete and must be properly maintained. With prior written

approval of the Architectural Committee, benches and chairs may be placed in other locations.

2.11. Holiday Decorations: Christmas lights, wreaths and decorations are permitted to be placed in the mulched areas directly adjacent to the Unit and in the mulched areas directly adjacent to the Unit's patio or courtyard fence. Such decorations are also permitted upon building exteriors, provided the decorations do not damage the Limited Common Element, building, gutters, siding, or fences. Any damage is the responsibility of the Unit Owner/Resident and must be promptly repaired at Resident's/Owner's expense. Christmas decorations may not be displayed before Thanksgiving Day and must be removed no later than January 7th of the following year. Other holiday decorations are permitted under the same guidelines and may not be displayed more than one week before or one week after the holiday. Artificial, natural-looking garland is allowed to be draped on patio fences and courtyard fences during the Christmas period. Natural garland and natural wreaths are prohibited due to the sap and staining potential on fences. Any attachments used in affixing holiday decorations must also be removed promptly. If tape of any kind is used, such tape must be removed entirely, and the surface cleaned and returned to its original condition.

2.12. The American Flag: The American Flag may be flown or displayed at any time following normal flag protocol from a free-standing pole or stand located within the Unit's mulched areas directly adjacent to the Unit and in the mulched areas directly adjacent to the Unit's patio or courtyard fence. Any permanent flag installation must have prior written approval of the property management company. Please see property manager's website for the appropriate form and installation specifications.

2.13. Permanent Stone Planters between Unit Garages: Nothing is allowed to be placed upon or in any stone planters previously added by the builder and located between two Unit garages, including pots or containers of any kind and flags or signs of any kind. No shrubs or trees may be removed from the planters, nor may any shrubs or trees be planted in the planters without the prior written permission of the Grounds Committee. If any shrubs or trees are removed from the planter without written permission, the shrub or tree must be replaced at the expense of the Resident.

3. Flowers and Plants, Landscape Shrubs and Trees, and Vegetables

3.1. Plantings Inside Fenced Areas: Flowers and plants may be planted in the ground inside the patio and courtyard fenced-in areas of the Unit. Dwarf or small trees and shrubs may also be planted in the ground inside fenced-in areas; however, no such tree or shrub may be planted close to any Unit foundation or in any other location where roots or branches may subsequently cause damage to a Unit or any adjacent patio or courtyard area. Any damage caused to any Unit or adjacent area by tree or shrub roots or branches will be the responsibility of the Resident. Plantings within fenced-in patio and courtyard areas may have a maximum height of the greatest of (1) 6 feet, or (2) the height of the lowest portion of the courtyard fence. Any planting allowed to grow to a

height in excess of this fenced-in area height restriction must be promptly removed or pruned by the Resident; otherwise, the planting will be removed/pruned by the groundskeepers, and the cost of removal/pruning will be billed to the Resident. Climbing and vining plants are not allowed to grow on any building or fence, whether inside or outside any fenced area.

3.2. Plantings Outside Fenced Areas: Flowers and plants (not shrubs or trees) may be planted in the ground in the mulched areas directly adjacent to the Unit and in the mulched areas directly adjacent to the Unit's patio or courtyard fence without prior written approval of the Grounds Committee. No shrubs are allowed in any grass area or under any tree, no matter where the tree is located. Maintenance of flowers and plants that are installed by the Resident is the responsibility of the Resident, and dead flowers and plants must be removed at the end of the season. Flowers and plants which are not maintained during the growing season will be removed by the groundskeepers, and the cost for removal will be billed to the Resident. Vegetables are not allowed except where planted out of sight within fenced-in areas.

3.3. Additional Landscape Planting of Shrubs and Trees: No shrubs or trees may be removed or planted without the prior written approval of the Grounds Committee. Any tree or shrub removed without prior written approval of the Grounds Committee, must be replaced by the Resident at the Resident's expense. Any shrub or tree planted without prior written approval of the Grounds Committee must be removed by the Resident at the Resident's expense, and the ground returned to its original condition; otherwise, the shrub or tree will be removed by the groundskeepers, and the cost of removal will be billed to the Resident. Expanding or reducing the size of any existing mulched area is not allowed without the prior written approval of the Grounds Committee. If written approval is not obtained, the mulched area must be restored to its original condition by the Resident at the Resident's expense; otherwise, the mulched area will be restored to its original condition by the groundskeepers, and the cost will be billed to the Resident.

3.4. Considerations for Additional Landscape Planting of Shrubs and Trees: Prior written approval of the Grounds Committee must be obtained, and landscape change/addition request forms are available from the property manager's website. Any additional landscape plantings considered for approval by the Grounds Committee must be compatible with existing plantings and surrounding landscape areas. Any approved additional trees and shrubs must be planted at the Resident's expense and must conform to the specifications approved by the Grounds Committee, including appropriate mulched areas. Any new or additional mulch placed by the Resident must match existing mulch used by the groundskeeper in the community.

New plantings of shrubs and trees approved by the Grounds Committee will become the property of the Condominium Association, and the Association will provide future mulching, pruning, and fertilization.

4. Other Prohibited Items and Activities

4.1. Prohibited Items: Unless specifically allowed in these rules and regulations, or a written approval has been obtained from the appropriate committee or the Board, the following items are strictly prohibited in any Common Element, including any Limited Common Element areas directly adjacent to the Unit:

- a. Any type of yard sign;
- b. Any type of yard or lawn ornament, including whirligigs, wind socks, wind chimes, and artificial flowers;
- c. Any type of swing set or outdoor play equipment associated with children's activities;
- d. Any type of laundry pole, clothesline, or any laundry (including swimsuits, towels, rugs, etc.) allowed to hang over any patio or courtyard fence;
- e. Any permanently mounted item on any exterior surface, including wreaths, garden hose hangers and reels, weather thermometers, wall plaques, and any other outside decorative item;
- f. Any item placed in the grass or in the Common Elements, including stepping stones placed in grass areas, fencing of any type, or any other item which could be a danger to others; and
- g. Any type of trellis, except where used out of sight within fenced-in areas, and attached plantings are not allowed to grow on any building or fence.

4.2. Prohibited Activities: The following activities are strictly prohibited:

- a. Playing basketball, softball, baseball, football, skating, skateboarding, or other sporting activities;
- b. Playing electronic devices or any musical instruments so as to be disruptive to others;
- c. Patio and courtyard fence gates may not be locked in accordance with the request and recommendation of the Town of Apex Fire Department; and
- d. Any activity which violates local, state, or federal laws or regulations.

5. Exterior Alterations and Modifications

No unit exterior alterations, modifications, or additions to any fences, walls, patios, decks, etc. may be made without the prior review by the Architectural Committee and approval by the Board. No trees or shrubs related to any proposed exterior alteration shall be planted, transplanted, or removed without the prior written authorization of both the Architectural Committee and the Grounds Committee, which will work in concert on any architectural change request involving trees and shrubs as part of the architectural project.

5.1. Approval Requirements and Procedure: Any exterior modification request must be submitted to the Architectural Committee using the application form located on the property manager's website. The Committee shall review the application, using whatever means it deems appropriate and then render a decision. Board approval is required. The application shall contain the required information, and any project shall adhere to the following guidelines:

- a. An application shall include competently developed drawings to include plans, elevations, construction details, etc. as necessary to fully describe the proposed project. It shall provide specifications of all materials, finishes, colors, and warranties included in the proposed project. Dimensions shall describe the size of all pertinent elements.
- b. An approved project shall include the use of the Board's inspector during the course of construction to ensure the project conforms to the documents approved. The cost of the inspector shall be borne by the Unit Owner.
- c. Patios shall be constructed in accordance with those plans and specifications of existing patios in the community for the type of Unit for which the application is being made, except patio sizes may be restricted based on Unit location and grade. Fences shall be installed in accordance with the plans and specifications of existing patios and follow the manufacturer's recommendations. Gates, as with existing Units, are optional. Patio and fence specifications are available through the Architectural Committee or property manager.
- d. Where applicable, other construction shall conform to the standards set out in plans and specifications for the community at the time of application. Surface must be compacted and prepared for the work to be performed.
- e. Where patio additions are planned, the Unit Owner will use a 42" high fence, and the patio surface may be reinforced concrete or pavers over a 4" compacted base. The base for either type must be properly compacted and have a gravel fill.
- f. If there is a topographical slope involved in the patio site, and in the sole opinion of the Architectural Committee, a retaining wall is warranted, the wall

shall match existing specifications and be included in the drawings to be approved by the Architectural Committee.

5.2. Storm Doors - Storm doors may be added at the Unit Owner's expense using only the design and color approved by the Architectural Committee. The Anderson 3000 Storm Door or equivalent full-view storm door is the approved style. Storm door color must match the front door and garage door color.

5.3. Satellite Dishes: - Satellite dishes are permissible with prior written authorization of the property management company. Any satellite dish request must be submitted to the property management company using the Satellite Dish Install application form located on the property manager's website. Any satellite dish must be installed as specified in the install application and using the following guidelines:

a. Satellite dish installation is permitted only in certain locations on each building. It is the Unit Owner's responsibility to make sure the contractor installing the dish follows the installation guidelines. Any installation that does not follow these guidelines shall result in a rules violation by the Unit Owner.

b. If the satellite dish is removed at the end of occupancy or during the course of occupancy by the Unit Owner, the installation area is to be promptly returned to original pre-installation condition at the Unit Owner's expense.

c. All installations must be performed in compliance with all applicable statutes, rules and regulations and in a quality, workmanlike manner as not to cause legitimate safety concerns, including danger of falling. It is the responsibility of the Unit Owner to secure any permits required by the local municipality.

d. The Unit Owner is responsible for any injury or damage to persons or property caused by their satellite dish.

e. Failure to obtain proper authorization or an installation not in conformance with policy and guidelines may result in a fine and removal of the dish at the Unit Owner's expense, including all repair costs to return the exterior to original condition.

f. No portion of this installation policy and guidelines may be waived or changed verbally, and any such change shall only be effective when in writing by the property management company.

5.4. Retractable Awnings – Retractable awnings may be added at the Unit Owner's expense only on Colonnade and Ducal units in accordance with the specifications/requirements described in Retractable Awnings Installation Application found on the property management website. Installations must be reviewed by the Architectural Committee and approved by the Board. Unit Owners are responsible for all costs related to the maintenance of installed awnings. If Unit Owner chooses to remove installed awning,

the Unit exterior must be returned to pre-installation condition. Removal and restoration expenses are the responsibility of the Unit Owner.

6. Windows and Window Coverings

All window coverings, whether draperies, blinds (vertical or horizontal), or valances must be white, off-white, light beige, or light gray on the exterior side.

7. Hazardous Materials

No potentially hazardous or toxic materials or substances shall be used or stored in any Unit or Common Element other than normal household, lawn, and garden products which shall be used by the Resident in a manner not to permit spills or runoff of such materials onto the Common Element or adjacent property, wetlands area, ponds, or buffers. No activity shall be allowed which violates local, state, or federal laws or regulations.

8. Signs

No signs or other advertising devices shall be erected upon or displayed or otherwise exposed to view on any Common Element, Limited Common Element, or any Unit (including windows inside or outside) without the prior written consent of the Board, except that a professionally prepared security system window decal, a security system sign not more than 12 inches wide and 24 inches tall, and a single "For Sale" or "For Rent" sign not exceeding four (4) square feet, may be placed in the Common Element. Pursuant to North Carolina General Statute Section 47C-3-121(2) b, this document regulates or prohibits the display of political signs.

9. Animals

9.1. The number of household pets generally to be considered outdoor pets such as dogs and cats shall not exceed two (2) in number, except for newborn offspring of such household pets which are under nine (9) months in age.

9.2. The Board shall have the right to prohibit, or require the removal of, any dog or animal, which, after consideration of factors such as size, breed, and disposition of the animal, interference by the animal with the peaceful enjoyment by other owners of the Common Elements, and the security measures taken by the owner with respect to such animal, the Board, in its sole discretion, deems to be undesirable, a nuisance, or a safety hazard. If any such pet creates a nuisance as determined by the Board in its sole and absolute discretion, then the owner shall remove the pet within fifteen (15) days after written notice from the Board, and the pet shall not be allowed to return.

9.3. No pet shall be permitted upon the Common Elements unless carried or leashed by a person that can control the pet. The leash cannot be more than eight (8) feet in

length, except a retractable leash up to 16' is permitted. Dogs and cats should be controlled so that they do not enter or defecate in mulched areas.

9.4. Pets shall be permitted to defecate in the Common Elements; however, the responsible owner/party must remove the waste immediately.

9.5. All pets must be registered and/or inoculated as required by law.

9.6. Each owner shall hold the Association harmless from any claim resulting from any action of his pet and shall repair at his expense any damage to the Common Elements caused by his pet.

9.7. No pet shall be tethered outside in the lawn or Common Elements; nor shall any pet be tied to any patio fence or courtyard fence.

10. Parking/Vehicles

10.1. No boats, trailers, motor homes, trucks (larger than a ¾ ton pickup), travel trailers, or any vehicle with commercial advertising may be parked in a driveway except on an overnight basis (24 hours) for loading, unloading, or providing service. Such vehicles must not block normal access of other Residents. Other vehicles used for recreation (van conversions / RV's) will be permitted to park in Limited Common Elements (in front of garage) for forty-eight (48) hours to allow for loading and unloading. Commercial moving vans when conducting business and commercial trucks when in the area to perform services or repair work are an authorized exception.

10.2. All parking by Residents or guests must be: (a) within the garage, (b) in the Limited Common Elements in front of the garage door, (c) in the parking spaces at the clubhouse area, or (d) on your side of the street and not to block fire hydrants, mailboxes, driveways, or crosswalks. Parking is prohibited in the turnaround areas at the end of the driveway. No vehicle may be parked in the clubhouse parking areas for more than forty-eight (48) consecutive hours. Vehicles parked there for more than forty-eight (48) hours are subject to being towed at the expense of the Resident whether or not the towed vehicle is owned by the Resident or the Resident's guest.

10.3. Inoperable vehicles (with flat tires, expired license tags, etc.) or vehicles which cannot be identified as belonging to a Resident or a Resident's guest, which are parked in any Common Elements or Limited Common Elements for more than 48 consecutive hours, may be towed from the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Limited Common Elements or Common Elements except for short-term emergency work (flat tire, battery charge, etc.).

10.4. No motorized vehicles, including, without limitation, motorcycles and mopeds, may be driven or used upon the Common Elements (except for paved roads, parking areas, and driveways).

10.5. No vehicle shall be parked in any manner which blocks any street or driveway or the ingress/egress to any garage, other than the Unit Owner's garage. Reckless operation, excessive speed, and parking or driving on lawn areas is prohibited.

11. Swimming Pool/Pool Area

The pool is for the exclusive use of Residents and their guests, and may be used from dawn to dusk in accordance with Wake County pool regulations. Any person who cannot be identified as a Resident, or who is not accompanied by a Resident, will be asked to leave the pool area. The pool rules are:

11.1. All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.

11.2. All persons without swimming skills must be accompanied by a person with swimming skills, regardless of age.

11.3. Guests are limited to six (6) per Unit, and must be accompanied by that Unit's Resident at all times. Guests will be asked to leave if the Resident is not present.

11.4. The following are prohibited in the pool area:

- a. Smoking, e-cigarettes, e-cigars and other e-inhalers
- b. Animals or pets
- c. Glass or other breakable items
- d. Running, diving, excessive splashing, or disruptive behavior
- e. Excessive noise, loud conversations, loud cell phone conversations, or radios unless audio is limited solely to headphones
- f. Private pool parties
- g. All rafts and electrical devices which may pose a safety hazard. However, small, personal floatation devices (vests, noodles, boogie boards, floaties and such) are permitted as long as user(s) do not create a hazard for other pool occupants.

11.5. Swimming is permitted in garments sold as swim wear. Infants must also wear swim suits – no diapers are permitted in the water except those designed for such use.

11.6. Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion) after use. Cover chairs to protect them from tanning and other lotions. Close umbrellas after use when leaving. Take with you what you brought or dispose of it in the trash receptacles.

11.7. The pool will be open daily during swimming season from dawn to dusk, after which it is closed to all persons. Wake County defines the pool as everything within the fence. Therefore, the deck will close at dusk in compliance with Wake County pool regulations.

11.8. Wet swimwear is not permitted in the clubhouse, except in restrooms. Exit through the outside restroom doors only. Close and lock all doors as you leave, and turn off lights in restrooms.

11.9. The gas grill is to be operated by adult Residents only, and the grill must be cleaned after each use.

Note: Residents have both the right and responsibility to assist with enforcement of these Swimming Pool/Pool Area rules and regulations and to report any violations to the property manager.

12. Clubhouse

The clubhouse facilities and grounds are intended for the use of all Residents of the community in good standing and their guests but may also be rented for private Resident-hosted functions on available dates. The Board, followed by the Social Committee, has first choice/priority on booking. Residents and committees must follow the designated process for private function rental and community event rental and should contact the property management company, using its website to access appropriate forms and instructions. A \$50 rental fee may be required, and a larger fee may be required for ongoing, approved events. No rental fee is required for community-wide events sponsored/hosted by the committees or the Board. The rental fee will cover a maximum period of 6 contiguous/continuous hours, including pre-event set up and post-event clean up.

Additional time to the continuous/contiguous 6 hours may be available at a cost of \$10/hour. Example A: If you host a 3-hour event and set up the hour before and knockdown/cleanup 1 hour after, the rental fee for the 5 hours will be \$50. Example B: If you host a 6-hour event and begin setup 3 hours prior to the event and it will take 2 hours to clean up, knock down, etc., your rental fee for that 11 hour continuous/contiguous timeframe will be \$100 (\$50 plus \$10/hour for 5 extra hours).

Note: Clubhouse access security codes should only be shared with Orchard Villas' Residents who are at least 18 years old. Board members and the property manager will periodically assign unique, temporary security codes to service contractors.

12.1. Rental shall include the use of tables, chairs, and clubhouse appliances. Renters shall provide any paper-goods and disposable items as needed for the event.

12.2. When groups, organizations, or service providers are invited to present programs to the community at the clubhouse, the following guidelines must be observed:

a. Political events are prohibited. Health and Wellbeing events that can benefit the entire community (ex – CPR, water aerobics, yoga, bridge lessons, craft lessons, educational programs and such) are allowed and encouraged. Occasionally, such programs may be fee- based but should not be considered “profit making” or involve sales of articles or services. Events/programs covered in this paragraph may be Resident-initiated or committee/Board- initiated. Resident-initiated events must be attended by the sponsoring Resident(s).

b. Organizations may leave information following the activity/program with the clear understanding that there will be no solicitation, no contacting of Residents, or any attempt to sell a service or product after the event.

c. “For Profit” sales events (ex - Tupperware, Amway, home furnishings/decorating, art sales, and such) which are customarily hosted in a private home setting are prohibited in the Clubhouse.

12.3. Guest(s) will be permitted to enter and use the clubhouse only while personally accompanied by a Resident. No one under the age of eighteen (18) is permitted in the clubhouse without an adult Resident present.

12.4. When the clubhouse is rented for a private party, the hosting Resident is responsible for supervising the function and must be present at all times. Such Resident accepts full responsibility for the building, furnishings, and equipment and for the conduct of all persons attending the function.

12.5. Children’s and teenage parties will be prohibited.

12.6. The renting Resident will have exclusive use of the party room and joint use of restrooms only. The exercise equipment and the pool may not be reserved for any party/event. No party items will be furnished by the Association.

12.7. The total number of attendees, which shall not exceed 50 – including children, will be submitted on the rental application. No entry or admittance fee may be charged for invited attendees at the door.

12.8. The property manager may deny any person or organization the right to use the clubhouse when such refusal is considered to be in the best interest of the Association; and in granting use of the clubhouse, the property manager may require additional conditions as it may deem appropriate. In no event, shall the clubhouse be rented by anyone other than a Resident or Unit Owner.

12.9. Anyone abusing or damaging any furniture or equipment through improper use, carelessness, or neglect will be assessed for the cost of repair or replacement.

12.10. Community events will not have priority over private functions booked in

advance. Rentals will be placed on the calendar once a completed, signed application has been received and approved along with receipt of all applicable fees. Private event reservations may be made up to 90 days in advance.

12.11. Residents renting the clubhouse must assume all responsibilities for the event, including making arrangements for use of the facility, arranging for entry to the facility, and being present throughout the event to maintain order and safety and to handle cleanup operations. These responsibilities cannot be passed on to anyone else.

12.12. Residents renting the clubhouse may not attach decorations, posters, pictures, etc. that will damage the walls or other surfaces. All tables, chairs, furniture, and other clubhouse equipment are to be returned to their original locations.

12.13. Parking must be supervised by the host to prevent illegal parking by guests. For safety reasons, guests should be instructed to park on one side of the street and not block driveways or crosswalks.

12.14. Rental Inspections

- a. Renting Residents will participate in a pre-event inspection with a Clubhouse Committee representative.
- b. Renting Resident is responsible to set up a post-rental inspection time and meet with the Clubhouse Committee representative at the appointed time.
- c. After inspection of the clubhouse to verify that it has been returned to satisfactory condition and that any damages have been satisfied/repared, the event shall be deemed complete. The renting Resident shall promptly reimburse the Association for any and all damage repairs or cleanup costs incurred by the Association.

12.15. The renting Resident will be responsible for all cleanup and trash removal. Cleanup must be done during the event rental period.

12.16. Cleanup is to include vacuuming all carpeted areas, wiping down counters and tables, and damp mopping the kitchen area. Vacuum cleaner, mop, and broom are available in the storage closet or kitchen closet.

12.17. No smoking, e-cigarettes, e-cigars and other e-inhalers are allowed in the clubhouse.

12.18. No pets are allowed in the clubhouse.

12.19. Loud music, profanity, or offensive behavior is not permitted in the clubhouse. Advise guests leaving private parties to respect Residents by controlling

noise.

12.20. Trash is to be disposed of in containers provided outside the clubhouse. If bulk containers are full, the renting Resident is responsible for taking all trash with them for disposal.

13. Trash and Recycling Collection

Trash and recycling containers, when not set out for collection must be kept inside the garage.

Trash and recycling containers shall not be set out prior to 3:00 pm the day preceding collection, and the containers must be put away by 9:00 pm the day of collection. Only trash and recycling containers with lids provided by the Town of Apex are permitted.

All trash and recycling for collection must be set out in the main street, next to the curb, not obstructing mailboxes, grass or fire hydrants. Residents will be responsible for picking up trash and debris spilled from their containers.

14. Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the community. Due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Board as a planned community activity.

15. Utilities

Unit Owners are responsible for maintenance and payment of separately metered gas, electric, water and sewer, waste and recycling collection, cable television, telephone, internet, and for calls to initiate service on the date of possession.

Only authorized persons are permitted to adjust any component of the irrigation system, pool equipment, and utility systems, etc.

16. Condominium Unit Sales and Leases

Any Unit Owner who sells or leases a Condominium Unit is responsible for:

- a. Notifying the property management company so that any necessary inspections may be conducted with respect to these rules and regulations;
- b. Making certain all condominium association fees are current; and
- c. Making certain new purchasers receive copies of the Condominium Declaration, Bylaws, and these rules and regulations or that new lessees receive a copy of these rules and regulations.

The Unit Owner is responsible for any fines and corrective action as a result of any Unit violations of rules and regulations.

A sale of a Unit will also include an inspection by the property management company. A lease of a Unit may also include an inspection by the property management company.

17. Default in Payment of Assessments

In accordance with sections 6.2 and 6.5 of the Bylaws, the late payment charge will be \$15.00.

18. Violations, Fines, and Appeals

As allowed by Section 47C-3-107.1 Procedures for fines and suspension of Condominium privileges or services, NC Condominium Act:

Each Unit Owner shall be responsible for the use of his Unit by his lessees and their guests and invitees and for the conduct of such persons with respect to the Unit and the Common Elements. Nothing in this document shall interfere with any right that a Unit Owner may have to obtain from a violator occupying his Unit any payment in the amount of any fine or fines assessed against that Unit or Unit Owner. Nothing herein shall prohibit or limit the Board to pursue any means to enforce provisions of this document including, but not limited to, legal actions for damages or injunctive relief.

Upon identification of a violation of these rules and regulations by: a Resident through the property manager, the property manager, or the Board of Directors, an effort will be made to talk directly with the Unit Owner, in person or by telephone, to discuss the violation and possible/proposed resolution(s).

Additionally, a written notice will be sent, via certified mail, describing the violation and offering assistance and information to help resolve the situation. Written notification will require the Unit Owner to respond within 15 days regarding a schedule for corrective action.

- a. The Unit Owner must respond in writing with a compliance proposal and schedule for final approval.
- b. The Unit Owner may disagree with the notice and respond with supporting documentation and request, via the management company, a hearing with the Appeals Committee.

After the expiration of the 15-day notice period with no response by the Unit Owner, a second notice shall be sent with a date for a hearing before the Board, including fines that could be imposed and privileges/services subject to suspension.

Submitted and approved compliance schedules will not be subject to a continuing fine.

Appeals Process

- a. If a Unit Owner has requested an appeal, The Appeals Committee will convene to consider the appeal within 30 days. The Unit Owner will be notified in advance of the meeting and is permitted to attend in order to present his appeal to the Appeals Committee. The Unit Owner will not be permitted to attend the decision-making portion of the meeting.
- b. The Appeals Committee will render a written decision to the Unit Owner and will copy both the Board and the property manager.
- c. If the Unit Owner disagrees with the Appeals Committee decision, the Unit Owner may file, via the management company, a final appeal within 15 days with the Board of Directors (or Executive Board if one exists). A notice will be sent to the Unit Owner with a date for the hearing before the Board, including fines that could be imposed and privileges/services subject to suspension.
- d. If the Unit Owner does not appeal the Appeals Committee decision, a notice will be sent to the Unit Owner with a date for a hearing before the Board, including fines that could be imposed and privileges/services subject to suspension.

At a hearing by the Board, a vote/decision as to imposition of a fine and/or suspension of privileges/services will be made. Following the hearing, a written notice will be sent to the Unit Owner of any fine and/or suspension. If a potentially continuing violation, the written notice includes that the fine will continue per day after 5 days if not corrected.

19. Amendments

These rules and regulations may be amended from time to time by the Board of Directors.