

**SPRINGFIELD COMMONS
HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

TABLE OF CONTENTS

- A. Introduction 3
- B. General 3
- C. Carriage Homes 7
- D. Village Homes 8
- E. Restrictions on Use 9
- F. Pet Rules 10
- G. Parking and Storage 11
- H. Dispute Resolution 11
- I. Lien Process and Effect 12

A. INTRODUCTION

1. Springfield Commons is a Planned Community consisting of 67 Residential Fee Simple Lots. The development is situated on approximately 22 acres of land. The development is known as a Traditional Neighborhood Design (TND) and the architecture is intended to complement the historic character of Boalsburg. Most homes will have front porches with private sidewalks leading to public sidewalks along the public streets.
2. The development will be governed in accordance with the Pennsylvania Uniform Planned Community Act 68 Pa.C.S.A. § 5101 et. seq. The Springfield Commons Homeowner's Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). The Regulations may be amended from time to time by resolution of the Board of Directors.
3. Wherever in these Regulations reference is made to "Owners," such term shall apply to the Lot Owner and Residents of any Carriage Home (Single-Family Attached Lot) or Village Home (Single-Family Detached Lot), to his family, tenants whether or not in residence, servants, employees, contractors, agents, visitors and to any guests, invitees or licensees of such Owner. Wherever in the Regulations reference is made to the Association, such reference shall include the Association, and its Managing Agent and Board of Directors who is acting on behalf of the Association, as applicable.
4. All Lot Owners and Residents shall comply with all the Regulations hereinafter set forth governing the buildings, terraces, driveways, grounds, parking areas, Community center, village greens, open space areas, and any other appurtenances. Each Lot Owner must be a member of the Springfield Commons Homeowners Association.
5. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time in accordance with Article IX of the Bylaws.
6. Some Regulations are taken in whole or in part from applicable provisions in the Declarations or the Act. In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern.
7. Because the Development combines proximate living with Lot and home Ownership, it is imperative that each member of this Community be aware and respectful of the rights of his/her neighbors and his/her own obligations. The Regulations are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe environment and high quality of life for all.
8. The Board of Directors is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of the Regulations. Because violations either may be unintentional, the result of a misunderstanding, or easily remedied by informal means, an internal administrative enforcement mechanism has been established hereinafter of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of the Association.

B. GENERAL

1. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Board of Directors. Fences may be erected around or on the Common Elements with the approval of the Board of Directors.
2. Solicitors are not permitted in the Development. If any Lot Owner is contacted by a solicitor on the property, the Managing Agent of the Board of Directors must be notified.

3. All persons shall be properly attired when appearing in any of the Common Element portions of the Property.
4. The appearance of the Lots and Homes open space area shall conform to the development's standards of integrity and appearance. Each Lot Owner is fully responsible for maintaining the Lot premises, Limited Common Elements appurtenant to such Lot and any garage in a good state of upkeep and cleanliness. If the Association and/or management has to intercede to maintain said premises upon failure of lot owner to maintain the same after notice, the Lot Owner shall be charged for such service.
5. No door or public areas shall be decorated nor any public areas furnished by Lot Owners, or other persons. A resident may identify his Residential Lot with a nameplate and street address in accordance with a standard design established by the Board of Directors. The street addresses must be marked with numbers at least 4 inches in height and must be a color that contrasts with their backgrounds. No other signs of any type may be displayed on any exterior portion of the Lot, Common Elements, or Limited Common Elements.
6. The Springfield Commons Homeowner's Association shall be responsible for snow plowing of driveways and public and private sidewalks in front of residential Lots, all lawn mowing, and will maintain all public and private sidewalks in front of residential Lots, stormwater management facilities, Community center, playground area, hike/bikeways (no winter maintenance), natural areas and all common areas which are part of the development. The Declarant will maintain any undeveloped Buildable Areas.
7. Street lights along the interior streets of Springfield Commons will be provided by the Declarant and will be maintained by the Association. The pole lights will have metal halide or similar, Board-approved light bulb with a cutoff to direct the light downwards. A pole light next to the driveway or front entry must be constructed with each Lot. This pole light shall be controlled by a dusk to dawn controller and is to be hardwired to the breaker panel. The light bulb in the pole light should be the equivalent of at least a forty (40) watt incandescent bulb. It is each Lot Owner's responsibility to replace said bulb when required. No in-line switches are permitted to control the pole light. Any outside light in excess of 60 watts must be shielded so that the bulb cannot be seen from off of the premises.
8. Declarant shall have the express power and the right to enjoin the construction of any structure or other improvement and the removal of any trees and to order the removal of any structure or improvement on any Building Area where approval for the said construction, tree removal or other improvement shall not have been obtained in strict compliance with the provisions of this document and to take such other remedies as are available to Declarant in law or equity.
9. Each Lot Owner shall refrain from interference with natural drainage courses and swales along the roadways and along common property lines that have drainage improvements installed.
10. Except to the extent necessary for approved construction, at no time shall any Lot Area be stripped of its topsoil, or be stripped of its trees, or allowed to go to waste, or be neglected, excavated, or have refuse or trash thrown, placed or dumped upon it. Declarant and Declarant's contractor's machinery shall have the right to enter upon any Building Area for the purpose of removing trash, mowing, cutting, clearing, or pruning the Building Area of any Lot Owner that permits the same to become unsightly or if the same detracts from the overall beauty, setting and safety of the Properties. In the event that Declarant or its contractor removes trash, mows, cuts, clears, or prunes, then the expense of same may be recovered from the Lot Owner.
11. All trash and garbage shall be stored within the garage in metal or plastic containers with lids. Recyclables must be stored in a red bin from the Centre County Recycling & Refuse Authority. Trash containers with lids and recyclables shall be placed at the curb of the public street that fronts the resident's property for pickup on collection day. Emptied containers must be returned to the garage within 24 hours.

12. No sign of any kind shall be displayed to the public view on any Building Area except when the Lot is for Sale; in which case, one sign having an area of not more than five (5) square feet advertising the property for sale may be displayed. The foregoing notwithstanding, Declarant may allow signs which exceed the size set forth in this paragraph for advertisement of the Development whether temporary or permanent, and signs as may be appropriate for a model home.
13. Each Lot Owner must provide a paved driveway to the garage for the temporary off-street parking of vehicles outside of the garage door (excluding garage spaces). Lot Owners are encouraged to consider stamped or embossed concrete driveways.
14. From time of purchase, a Lot Owner shall be responsible for weed control on lawns and mulch beds, trimming of trees, plants and all vegetation (other than grass) and shall allow no unsightly growth to occur and shall comply with the ordinances of Harris Township. All landscaped beds shall be covered with mulch or riverstone. Any beds that are covered in mulch are expected to be updated annually with additional mulch as necessary.
15. The Declarant and Lot Owners will install all public sidewalks throughout the development as shown on the development plans. The sidewalks will be installed in sections after the majority of the residential Lots within a given section are built so that the sidewalks are for the most part functional when they are installed. There may be some gaps between completed sections of sidewalks for a period of time.
16. No Lot shall be re-subdivided into two (2) or more Lots. Lots may be combined to form a larger Lot with the approval of the Declarant. Declarant reserves the right to adjust and alter property lines and Lot Areas.
17. Obstruction such as picnic table, swing sets, toys, etc. are to be kept to a minimum in order to facilitate lawn mowing.
18. Declarant, or its designee, may build and maintain a model home(s) in the development provided that is used as a model home for no longer than five (5) years. Declarant may construct and maintain more than one (1) model home.
19. Each reference to Declarant herein shall mean Declarant, its successors, and assigns, and, if after the period of the control of Declarant, shall mean the Association. Declarant shall have the right to grant and convey or assign any or all of its rights to enforce the Rules, Regulations and covenants, reservations and easements to Springfield Commons Homeowners Association or its designee to a Managing Agent. Upon such conveyance, grant or assignment, the person, persons, or entity shall have and shall succeed to all rights and duties with the same power as Declarant. If Declarant assigns any or all rights to the Association, the Association must accept the responsibility for the enforcement of those Rules, Regulations, Covenants, Reservations, and Easements so assigned.
20. Invalidity of any one of these Rules, Regulations, and Restriction by Judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.
21. The Declarant shall install a mailbox in the lower level and upper Village Greens for each Lot. The Association shall be responsible for the subsequent proper maintenance and/or replacement mailboxes. In addition Declarant will install street signs which will become the responsibility of the Association for maintenance.
22. The Association must retain the services of a professional property manager (managing agent) to manage the affairs of the Association once the Declarant turns over the responsibilities for managing the affairs of the Association to the Board of Directors.

23. The Rules, Regulations, Covenants and Restrictions of this Declaration shall run with and bind the land and each Lot Owner subject to this Declaration, their respective legal representatives, heirs, successors, and assigns.
24. The restrictions and covenants contained in this document, the Declaration of Planned Community; and the Bylaws shall remain in full force and effect until December 31, 2026 and shall continue thereafter unless terminated.
25. All submissions of plans for residential dwelling Lots, site plans, and landscape plans for construction, proposed grading, and tree removals must be in duplicate, one (1) copy of which shall be retained by Declarant. The second copy shall be marked with any review or approval comments and shall be returned to the Lot Owner. After receipt of the identity of the proposed builder, the plans, specifications and proposals, Declarant shall approve or disapprove in part, or otherwise qualify such approval, and may take into consideration aesthetic or other considerations or reasons as Declarant shall deem suitable.

All site plans shall show the following:

 - a. existing topography
 - b. outline of all proposed structures and finished floor elevations including their locations relative to property lines, easement lines and Lot setbacks
 - c. conceptual architectural Lot plans and Lot elevations that indicate the proposed color and texture of materials to be used on the exterior of the dwelling
 - d. proposed driveways and sidewalls
 - e. tree or bush clearing lines around structures, drives and walks
 - f. proposed drainage control
 - g. the scale of the plan (1" = 20' or similar) to allow proper review of proposed improvements
 - h. finish grade contours and "spot" elevations for all graded areas
 - i. erosion control measures that will be constructed to control water runoff until new grass and landscaping is established.
 - j. proposed landscape improvements, e.g. retaining walls, decks, planting materials, fences, trash enclosures etc.
 - k. access and/or utility easements and Lot setbacks
 - l. location of above or below ground propane tanks. All above ground propane tanks must be screened from public view with an L shaped vinyl fence that is approximately six (6) feet high.
26. On any lot which an owner has purchased from the Declarant, construction is expected to commence within a reasonable time, with due allowance for delays occasioned by acts of God, weather delays, material delays, and in general, delays caused which are beyond control of owner and Declarant. Owner is obligated to provide to managing agent of Homeowners Association quarterly reports on progress of construction. In the event construction plans are not approved by Declarant within one (1) year from date of acquisition by owner, owner shall be obligated to pay twenty-five (25) percent of the annual Homeowner Association fees within ten days after presentment of an invoice therefor. Upon payment of the invoice, owner shall be entitled and eligible to use common facilities of Springfield Commons. In the event Declarant and owner fail to formalize a plan to build on the lot purchased by owner, Declarant shall have the option to purchase the lot from owner for the same purchase price paid by owner to Declarant, less costs incurred by Declarant in formalizing plans for construction. The option of Declarant must be exercised within three (3) weeks from the date that owner and Declarant terminate formal construction negotiations. Upon failure of Declarant to exercise the option herein, owner shall be free to resell the lot, but Declarant shall have a right of first refusal to purchase the lot upon the same terms and conditions and at the same price as the buyer, other than Declarant, shall have offered owner. Owner shall be obligated to provide notice to Declarant of any offer received by owner, and Declarant shall have four (4) business days after notice to exercise the right of first refusal. In the event neither the option nor the right of first refusal is exercised by Declarant, the same shall be null and void. Owners shall be obligated to

provide a copy of the Rules Regulations to any prospective buyer from them. The provisions of this paragraph shall be a covenant running with the land and shall be binding upon Owner, prospective buyer and Declarant, their successors and assigns.

27. Association dues are due on the first (1st) day of each month, payable in advance and if not paid by the tenth (10th) day of the month, shall be subject to a late fee of five (5) percent of the total fee due.
28. A copy of these Rules and Regulations have been provided to every owner, resident, tenant, and Declarant and a copy of the same is on file with the managing agent for the Homeowners Association and copies are available from Torron Group, 1951 Pine Hall Rd., Suite150, State College, PA 16801.
29. Fences may be installed around side and / or back yards with the approval of the Design Review Committee or the HOA Board. Fences may not be higher than 4 feet and must be of a design that is in keeping with the aesthetics of the house and the neighborhood. Chain-link fences are not permitted. The fence may not enclose any common ground without Board approval. Adjoining neighbors will be provided with an opportunity to review the plan and their comments will be taken into consideration during the review. Fences must have at least one gate to allow access by landscape crews. The homeowner may be charged a HOA surcharge if additional fees are assessed by the landscape contractor for hand mowing or trimming of enclosed areas.

C. CARRIAGE HOMES (DUPLEXES)

1. The Carriage Homes (Duplexes – Two Attached Lots) will be built by Declarant or his assigns. Owners will have the opportunity to modify interior finishes and designs for their homes.
2. Mailboxes for the Carriage Homes may be located within the Lower Village Green.
3. All radio, television or other electrical equipment of any kind or nature installed or used in each Lot shall fully comply with all Rules, Regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction.
4. All contractors performing major work or alterations on a Lot, Home or Limited Common Element shall file a certificate of insurance and indemnity with the managing agent, which certificate must be approved by the Board of Directors before said contractors may begin work in any building. Any Lot Owner who wishes to perform any interior alteration to his Lot Shall:
 - a. Refrain from making any interior alteration that will: (i) impair the structural integrity of the building or any mechanical or electrical system therein; (ii) adversely affect either the fire retardant or sound absorbent quality of the Buildings; (iii) lessen the support of any portion the Lots; or 9iv) violate any applicable law, ordinance or governmental rule, regulation or order;
 - b. Obtain such insurance coverage with respect to such interior alterations as the Board of Directors may reasonable require in order to protect the Association and the other Lot Owners, as well as the Lot Owner performing such alterations;
 - c. Expeditiously complete all interior alterations without incurring any mechanics' or materialmen's liens;
 - d. Pay the full cost of performing all such interior alterations;
 - e. At such Lot Owner's expense secure all necessary governmental permits and approvals prior to performing all such alterations.

5. Each Lot Owner of a Carriage Home shall maintain and pay for adequate levels and types of homeowners insurance to cover the home and all contents, furnishings, appliances and personal possessions, etc.
6. Exterior maintenance of the Carriage Home and driveway shall be the responsibility of the Lot Owner.

D. VILLAGE HOMES – (Single – Family Detached Homes)

30. Architectural Guidelines require that the Village Homes (Individual Single-Family Detached Homes) be of a traditional nature, similar in architectural design to the homes within the Village of Boalsburg. No contemporary/modern homes will be permitted such as Florida or patio homes.
31. A Village Home will be built within the Lot Area. A homeowner of a Village Home can choose his/her architect and/or builder.
32. Construction can proceed once the house and site plans have been approved to ensure they meet the guidelines and integrity of the Community. Construction of the Village Home should begin within six (6) months after the closing of the Lot as noted in the Agreement of Sale and Reservation Agreement.
33. No building shall be erected, altered or placed upon any Lot and there shall be no landscaping or grading of any Lot or any removal of trees until the identity of the proposed builder and a complete set of plans and specifications for the same along with a site plan and a landscape plan shall first have been furnished to Declarant at least thirty (30) days prior to construction and the proposed plans have been approved in writing by Declarant. Lot Owner further agrees that no change shall be made in the identity of the builder or in said approved plans and specifications without the written approval of Declarant first being obtained. Declarant reserves the right to approve or disapprove of any builder of a dwelling or improvement within the Properties. Declarant reserves the right to delegate this responsibility to an agent to administer on Declarant's behalf.
34. The building and landscaping of any home, garage, and driveway must be completed within one (1) year from the start of construction, or there shall be assessed against the Lot Owners liquidated damages in the amount of fifty dollars (\$50.00) per day for that time beyond the foregoing one (1) year period during which such construction or landscaping is incomplete. Due consideration shall be given to delays occasioned by weather, acts of God and other delays beyond reasonable control of contractor and owner.
35. Minimum finished square footage of living space of each home, excluding basement and garage, must be at least twelve hundred (1,200) square feet above grade, subject to Declarant's exclusive right to waive this provision as, in Declarant's judgment, may be required by special circumstances, and such decision of waiver shall be final.
36. Each home built within a building area shall have a value (combined house and building area) at the time of construction of no less than \$300,000 said amount to be increased annually in accordance with increases of the Consumer Price Index for Urban Consumers (CPI-U), U.S. City Average, as determined by the U.S. Department of Labor subsequent to the date of this Declaration.
37. Neither Declarant, nor its heirs, successors, or assigns, shall be liable in damages to any person or entity submitting any plans or request for approval or to any Lot Owner affected by these Rules, Regulations and Covenants by any reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans or request. Every Lot Owner who submits any plans or request Declarant for approval agrees, by submission thereof, and every Lot Owner agrees, by acquiring title thereto, that he will not bring any such action or suit to recover any such damages.

38. Each Lot Owner of a Village Home shall be responsible for maintaining the exterior and interior of the home and insuring the same.
39. The Association will cut the grass and plow the snow (front sidewalks and driveways) for each Lot Owner of a Village Home.

E. RESTRICTIONS ON USE

1. No part of the Development shall be used for any purpose except housing and the related common purposes for which the Development was designed. Each home shall be used as a residence. There shall be no more than three (3) unrelated individuals living in a home at any one time. No home within the Development shall be rented, leased, sold or otherwise occupied on a long term basis by any undergraduate students matriculating at a local university if such undergraduate students is or are not related to the owner(s) of the property.
2. An Owner may rent their home for a period of time of at least nine (9) months. All Tenants are subject to the Rules and Regulations of the Community, and Owners shall be responsible for providing Tenant with a copy thereof and for their conduct and adherence to the Rules and Regulations.
3. There shall be no obstruction of the Common Elements. Nothing shall be stored outside of the Lots or on the Common Elements.
4. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the building or contents thereof applicable for residential use without the prior written consent of the Board of Directors or Managing Agent. No Lot Owner shall permit anything to be done or kept in his home or on the Common Elements which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive, volatile or flammable material may be kept in any home or storage area, except for gasoline in an automobile or truck parked within the garage. No waste shall be placed on the Common Elements.
5. Each Lot Owner shall keep his Lot in good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows thereof, any dirt or other substance.
6. Nothing shall be done in any Lot or on the Common Elements which may impair the structural integrity of any building or which may structurally change the building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Board of Directors.
7. No noxious or offensive activity shall be carried on in any Lot or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Lot Owners or occupants. No Lot Owner shall make or permit any disturbing noises in the building or outside of the building or permit anything which will interfere with the rights, comforts or convenience of other Lot Owners. All Lot Owners shall keep the volume of any radio, television or musical instrument in or outside of their Lots sufficiently reduced at all times so as not to disturb other Lot Owners. Despite such reduced volume, no Lot Owner shall operate or permit to be operated any such sound-producing devices in a home between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall disturb or annoy occupants of the building.
8. No use such as industry, business, trade, commercial, religious, educational or otherwise, designed for profit, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Development, nor shall any signs or other window displays or advertising be maintained or permitted on any part of the Development or

in any Lot, nor shall any Lot be used or rented for transient, hotel or motel purposes. Home occupations and professional offices may be conducted or maintained on the premises provided that (a) there is no client contact on the site (b) there are no deliveries to the site, and (c) it is approved by the Board of Directors. The right is reserved by the Declarant and the Board of Directors' professional managing agent, to place a "For Sale," sign on any unsold or unoccupied Lots and the right is hereby given to any Posted Mortgagee who may become the Lot Owner of any Lot to place such signs on any Lot owned by such Mortgagee, but in no event will any sign be larger than five (5) square feet.

9. No Lot Owner or Resident shall cause or permit the following items to be hung, displayed or exposed on the exterior of a home or Common Elements appurtenant thereto, whether through or upon windows, doors, exterior or masonry of such Lot: laundry, clothing, rugs, signs awnings and canopies unless approved by the Board of Directors. Seasonal decorations shall be permitted but are expected to be removed within thirty (30) days of when the season is over. Radio and/or television antennas (less than 18in diameter) are expected to be installed on the rear of the home when possible and with the approval of the Board of Directors. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Lot Owner beyond the boundaries of his Lot. No clothes line, clothes rack or any other device may be used to hang any items on any terrace, patio or window nor may such devices be used anywhere on the Common Elements except in such areas as may be specifically designated for use by the Board of Directors. No terrace or patio shall be enclosed or covered by a Lot Owner after settlement without the prior consent in writing of the Board of Directors.
10. No Lot shall be used for any unlawful purpose and no Lot Owner shall do or permit any unlawful act in or upon his Lot.
11. No alterations externally, or change in color or finish which are visible from outside the Building shall be made to the front porch, rear patio, siding, windows, shutters, roofing, sidewalk, driveways, etc. without specific prior written approval by the Board of Directors which may be given subject to reasonable conditions.

F. PET RULES

1. Springfield Commons Lot Owners, residents and guests shall abide by all applicable rules, regulations, ordinances and laws regarding pets including, but not limited to, licenses, liability, insurance, vaccinations, noise, confinement, control, safety and sanitation. The Harris Township Dog Ordinance is available on the Harris Township Web site and at the Township Office and shall be enforced.
2. Pets may be maintained in a home so long as any pet is not a nuisance. Actions which will constitute a nuisance include, but are not limited to, abnormal or unreasonable noise, crying, scratching, excessive barking or any unhygienic or malodorous offensiveness.
3. No non-domestic animal life may be raised, bred or kept in any Lot or in the Common Elements.
4. Aggressive or dangerous pets and animals are not permitted. Small animals other than dogs or cats (including hamsters, birds, reptiles, amphibians and fish) may be kept by a Lot Owner as household pets provided that such permitted species are not kept for any commercial purposes. The Board of Directors can determine what pets are unacceptable within a Lot.
5. Pets are not allowed to be tied outside of any building.

6. All pets must be on a leash when walking on public ways and common open space areas. Owners of pets must promptly clean up their pet's droppings in all areas of the community and shall dispose of droppings in a sanitary manner.
7. The Board of Directors will respond to pet-rule violations with appropriate entities including the Managing Agent, Harris Township and any responsible enforcement agency.

G. PARKING AND STORAGE

1. Unless otherwise authorized by the Association, the garages and parking areas may not be used for any purpose other than parking automobiles and small passenger cars by Lot Owners. Vehicles may not park on the grass. No buses, trucks, trailers, boats, vans (other than small passenger vans) stretch cars, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for such parking by the Board of Directors. All vehicles must have current license plates, be inspected and be in operating condition. No vehicles shall be parked anywhere in the development with conspicuous "For Sale" signs attached.
2. All Lot Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be fined or towed away at the Lot Owner's sole risk and expense, after notice of first violation and disregard thereof
3. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Lot Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the community property, the Association shall be held harmless by such Lot Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the Lot Owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Lot Owners shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.
4. Guests must park in designated areas along the public street in front of the homes or in the driveways.

H. INTERNAL DISPUTE RESOLUTION COMMITTEE

1. The "Internal Dispute Resolution Committee" shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Lot Owners and/or Residents, Lessees, mortgagees, or other aggrieved parties concerning alleged violations by Lot Owners and/or Residents of the provisions of Declarations, the Bylaws and/or these Rules, Regulations and Covenants.
2. The Internal Dispute Resolution Committee shall be the Board of Directors. Three members shall constitute a quorum and two votes shall be required for any committee decision. The Committee shall elect its own Chairman.
3. Upon receipt of a written and signed complaint Form (to be provided by the committee) or upon Board vote, the Chairman of the Committee shall present the same to the management who shall attempt to informally resolve the dispute in a fair and equitable manner.
4. If the management has not resolved the dispute to the complainant's satisfaction within thirty (30) days, the managing agent shall notify the Board of Directors whereby the full Board of Directors may take further action.

5. After the prescribed thirty (30) days' notice via the managing agent, the Committee shall make recommendations to the full Board of Directors in accordance with the following Sanction Schedule depending upon the seriousness and frequency of the violation(s). Upon approval by the Board of Directors, sanctions shall be facilitated, imposed and collected by the managing agent. Any such fines shall be paid to the Homeowner's Association.
 - a. Reprimand / warning
 - b. \$25.00 Fine
 - c. \$50.00 Fine
 - d. \$100.00 Fine
 - e. \$200.00 Fine
 - f. Any such Fines per day or per occurrence, as appropriate.
 - g. Time and materials.
6. Within ten (10) days after receipt of the Committee Report, the Board of Directors shall ratify the Committee decision and recommendations, unless the Board of Directors finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.
7. In the event that the Board of Directors does not ratify the Committee's decision in accordance with Paragraph 8, the Board of Directors may hold a second full hearing on the matter. In such case, the Board of Directors may also levy a fine higher than that provided in the Schedule above, and may also, in a proper case, require a repeat offender to deposit with the Association a Special Security Deposit of up to \$1,000.00 to protect the Association and its members against future violations.
8. Decisions of the Board of Directors in these disputes are FINAL as set forth in the Declaration.
9. An aggrieved Lot Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the managing agent and the Board of Directors before he/she may seek redress in a court of law.

I. LIEN PROCESS AND EFFECT

1. Once a determination has been made by the Internal Dispute Resolution Committee that a fine has been imposed on an owner(s) for violations of the Rules and Regulations, Declaration of Springfield Commons, or by laws of Springfield Homeowners Association, a lien can be imposed on the property of an owner for the fine assessed for violation of any of the above,
2. The managing agent for Springfield Commons Homeowners Association shall have the authority to proceed in the appropriate court in Centre County, PA to perfect said lien and the lien may be foreclosed in a like manner as a judicial lien on real estate. Any fines or charges and reasonable costs and expenses including reasonable attorney's fees incurred by the Homeowners Association as a result of violation of rules and regulations shall be enforceable as an assessment and can be the subject of the lien and shall continue to be a charge on the lot of the fined owner until paid and together with interest as authorized by the declaration and act. The managing agent shall furnish a lot owner, upon request, a recordable statement setting out the amount of unpaid fines and/or assessments.
3. The managing agent shall have the authority to divulge the amount of the lien to the appropriate authority responsible for issuing resale certificates and not release the lien until assurances are received relative to payment.
4. The enforcement of the lien referred to herein incorporates by reference the provisions of the Declaration and bylaws of Springfield Commons Homeowners Association, and any owner accepting a deed conveying a lot in Springfield Commons, is deemed to have been notified of the provisions of this section as well as the previous section dealing with The Internal Dispute Resolution Committee.

5. Unless appealed to the appropriate court having jurisdiction over the subject matter, the decision of the Board of Directors invoking the lien shall be final and the managing agent shall be authorized to perfect such lien on the property of the owner in violation.

These Rules and Regulations are approved by the Board of Directors of Springfield Commons Homeowners Association, after a meeting of the Board of Directors called and held this 10th day of January, 2017. All previous Rules and Regulations are superseded and these Rules and Regulations can be amended, modified, or abrogated by a document in like form approved by the Board of Directors of Springfield Commons Homeowners Association.

Date: January 10, 2017

SPRINGFIELD COMMONS HOMEOWNERS
ASSOCIATION

BY: 

President

ATTEST: 

Secretary