



The Townes in the Village at Springbrook Farms
PO Box 445 Palmyra, PA 17078
Website: www.townesvsbfpalmyra.org

RULES

&

REGULATIONS

REVISED VERSION
AS OF
MAY 2025

RULES & REGULATIONS AS OF MAY 2025
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RULES & REGULATIONS AS OF MAY 2025
DEFINITION OF TERMS

| | TERM | DEFINITION |
|------|---|---|
| (1) | Application for Construction/Improvement (ACI) | A form that an owner must submit to the HOA Board for prior written consent on any exterior project. The ACI Form is located on the VSBF website. |
| (2) | Auto-Debit Payment | A method by which homeowners can pay their monthly assessments. The owner's bank automatically submits payment to the VSBF. The Authorization Form is located on the VSBF website. |
| (3) | Building | A series of individual units grouped together. There are thirty-six (36) buildings within the VSBF. |
| (4) | Common Area or Element | Every portion of the VSBF except the units and their limited common elements. Includes all areas for the common use and enjoyment of all residents. |
| (5) | Community or Development | Used interchangeably to represent the entire VSBF. |
| (6) | Enforcement Policy | A policy that allows the HOA Board to levy fees, fines, etc. on residents who violate the Rules & Regulations and any other VSBF governing documents. The Policy is referenced throughout the Rules & Regulations, and is included as Addendum A to the document. |
| (7) | Habitual Offender | An individual who lives within the VSBF and consistently violates more than three (3) regulations within a twelve (12)-month period. |
| (8) | Homeowner | An individual who owns a condominium in the VSBF. An owner may live in the unit, or may be a landlord who rents the unit to a tenant. Used interchangeably with owner, unit owner, or resident. |
| (9) | Homeowner's Association | Membership of all the unit owners within the VSBF. Used interchangeably with Association or HOA. |
| (10) | HOA Assessment | A monthly fee set by the HOA Board of Directors and paid by each unit owner to cover the cost of services such as landscaping, snow removal, trash removal, etc. |
| (11) | HOA Board of Directors | A Board of three (3) to five (5) homeowners elected by all the unit owners (the membership) to govern the HOA. |
| (12) | Landlord | An individual who owns a unit and rents it to a tenant(s). Used interchangeably with homeowner or unit owner. |
| (13) | Limited Common Area or Element | A portion of the common elements affixed to each unit and allocated for the sole use and benefit of each unit. Includes driveways, walkways, porches, patios, and yards directly in front and back of each unit. |
| (14) | Management Company | A property management company hired by the HOA Board of Directors to perform such duties as assessment collection, fee and fine collection, contractor vetting and hiring, etc. The management company carries out duties as directed by the HOA Board. |
| (15) | Non-Owner Occupant | An individual who rents and lives in a condominium in the VSBF. |

| | | |
|-------------|--------------------------------|--|
| | | Used interchangeably with tenant, renter, or resident. The unit owner is the tenant's landlord. |
| (16) | Occupant | An individual who lives in a unit in the VSBF and is either a unit owner or a tenant. Used interchangeably with resident. |
| (17) | Owner | An individual who owns a condominium in the VSBF. An owner may live in a unit, or may be a landlord who rents a unit to a tenant. Used interchangeably with homeowner, unit owner, or resident. |
| (18) | Owner Occupied Unit | An individual who both owns and lives in a condominium in the VSBF. |
| (19) | Resale Certificate | A document required by an owner to be able to sell a unit. Must be obtained from the HOA and requires seventy-two (72) hours' notice. |
| (20) | Resident | An individual who lives in a condominium within the VSBF and who may be a unit owner or a tenant. Used interchangeably with occupant, non-occupant, homeowner, or tenant. |
| (21) | Rules & Regulations | A set of rules that must be observed by all residents of the VSBF. Their purpose is to ensure a safe, healthy, and attractive environment for the well-being of all residents. The HOA Board has the sole authority to review and update these rules as needed. Failure to comply with these rules can result in fees, fines, etc. |
| (22) | Service Request | If repairs, etc. are needed, a unit owner should submit this request through the Service Request located on the VSBF website. |
| (23) | Tenant | An individual who rents and lives in a condominium in the VSBF. Used interchangeably with non-owner occupant, renter, or resident. The unit owner is the tenant's landlord. |
| (24) | Unit | A condominium within the community. There are 172 units within the VSBF. |
| (25) | VSBF | Abbreviation for The Townes in the Village at Springbrook Farms. |
| (26) | Website of the VSBF | The VSBF website is www.townesvsbfpalmyra.org . It contains important updates, submission for Service Requests, governing documents, a calendar of events, etc. |

PURPOSE

The following document represents the Rules & Regulations for The Townes in the Village at Springbrook Farms (VSBF). These rules apply to every unit owner, members of the unit owner's family, guests, tenants, agents, visitors, licensees, or employees of the unit owner. Failure to abide by any of these rules will result in fees and fines as outlined later in this document.

The Rules & Regulations will follow specific provisions outlined in The Townes "Governing Documents," including the Declarations, Articles of Incorporation, and Bylaws. "Addendum A," The Townes Enforcement Policy, further defines procedures for the enforcement of the terms and conditions within the Rules & Regulations for The Village of Springbrook Farms Homeowners Association. The Homeowners Association will seek to follow all new federal, state, and local regulations, including any changes made to the PA Uniform Planned Community Act and/or the Uniform Condominium Act.

The Homeowners Association (HOA) acknowledges that aesthetic standards are by definition subjective in nature. Living in an HOA development is based on uniformity. These regulations are not meant to put an undue burden on residents, but to maintain an attractive, safe, and healthy place for people to live. Maintaining the balance between individual creativity and development uniformity can be challenging.

That is why all decisions and aesthetic judgments under these Rules & Regulations are ultimately at the sole discretion of the HOA Board of Directors whose determinations are final and conclusive. The HOA reserves the right to modify existing rules and institute additional rules deemed necessary for the safety, care, and cleanliness of the buildings, units, common, and limited common elements. The goal is to ensure the comfort and convenience of all residents, and these Rules & Regulations help achieve that.

1. MONTHLY HOA ASSESSMENTS

Unit owners are expected to pay their monthly HOA assessments in full and on time. Payments are considered late when they are not received in full by the fifteenth (15th) calendar day of the month in which each assessment is owed. Fee schedules, as defined later in this document, will be executed for any late, partial, or non-payment of monthly assessments. Homeowners are encouraged to utilize auto-debit as it is the simplest method for the management company to process and helps owners avoid late payments. The Auto-Debit Authorization Form is located on the VSBF website.

2. SAFE TRAVEL

The walkways, greens, sidewalks, entrances, passages, and courts surrounding the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the units. Unit owners, their families, guests, tenants, agents, visitors, licensees, or employees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of any building.

3. INTERIOR APPEARANCE OF UNITS

- A. Unit owners are responsible for maintaining and/or improving the interior of their units.
- B. Unit owners are responsible for obtaining the required Township construction and zoning permits if they elect to perform interior construction.
- C. While not required, the HOA encourages unit owners to inform their neighbors of any substantial interior construction that may cause noise or inconvenience.
- D. If a unit owner damages a neighboring unit while performing interior construction, that unit owner is responsible for any costs incurred to repair the neighboring unit.

4. EXTERIOR APPEARANCE OF BUILDINGS AND UNITS

- A. All items placed outside must be removed if they cause a disturbance, complaint, or annoyance. Any damage to common property is at the owner's expense.
- B. Outdoor furniture and related patio items may be kept neatly on patios and porches. Patios, porches, and yards around a unit may not be used as outdoor storage for things such as tables, chairs, clothes, linens, clotheslines, clothes drying racks, equipment, etc.
- C. Temporary items such as children's toys, bicycles, wading pools, summer toys, bouncy houses, practice nets, etc. may be used during the day so long as they are moved inside overnight. All of these items must be stored inside on mowing days. Patio furniture does not have to be moved inside during the summer.
- D. General signs or decals such as those describing alarm systems or alerting first responders to pets in a unit are allowed. No other sign, notice, advertisement, or fixture shall be inscribed or exposed on any window or other part of any building, or in the ground, unless it has received prior written consent from the HOA Board.
- E. Unit owners shall not cause anything to be permanently erected, affixed, displayed, or placed on the common or limited common elements including, but not limited to exterior walls, roofs, or windows of any buildings, lamp posts, or traffic signs except as follows:
 - (1) All allowed or approved decorations must add to the beauty of the VSBF's buildings and grounds.
 - (2) Bird seed and feeders are strictly prohibited.
 - (3) Flags of the United States and other tasteful decorative banners, door wreaths, and door decorations may be displayed without prior written consent, provided they are in good physical condition and aesthetically appropriate for the VSBF.
 - (4) Holiday decorative lights shall be permitted without prior written consent if they consist of miniature lights solely on live foliage or wrapped around the front porch posts. No decorations, including lights, may be installed on the gutters or roofs. No decorations may be attached to the siding in a manner that would create holes. Attractive lighted figurines may be placed in the front yard of a unit, but may not extend into neighboring yards. No plastic or blow-up figures shall be allowed. No decorations shall be permitted which reasonably disturb other unit owners. Small miniature lights may flash if they do not create a problem for neighboring units. Permanent installation of holiday lighting is prohibited. All holiday decorations must be removed from the exterior of units within thirty (30) days of the completion of the associated holiday. Outdoor December decorations may not be installed prior to Thanksgiving and must be removed by the first week in January.
 - (5) Public notices to communicate development events or issues such as garage sales or lost pets, etc. may be placed on signs in the ground without prior written consent. Such notices must be removed within twenty-four (24) hours of the conclusion of the event. Installation on any other common or limited common elements such as lamp posts, traffic signs, and mailboxes, etc. is prohibited. Please refer to the last section of this document for information on individual and community-wide communications, including the VSBF website.

5. EXTERIOR MAINTENANCE AND REPAIRS

- A. The agents of the HOA and any contractor or worker authorized by the HOA may enter any unit for the purpose of emergency repairs. They may also enter to abate any condition within any unit which the HOA Board or its agent reasonably determines to be dangerous or hazardous, requiring immediate action to protect the welfare of the VSBF community and all its residents.
- B. The following applies to exterior maintenance and repairs:
 - (1) Unit owners should immediately inform the management company about required maintenance or repairs by using the VSBF website's Service Request.

- (2) Exterior maintenance that is the HOA's responsibility shall include, but is not limited to painting; repairing, replacing, or installing concrete or asphalt; driveway sealing; pressure washing; mowing; fertilization.
- (3) Only unit owners, not tenants, may submit a formal request known as an Application for Construction/Improvement (ACI) to obtain prior written consent from the HOA Board to perform construction or exterior maintenance. The ACI Form is located on the VSBF website.
- (4) Unit owners performing capital improvements without prior written consent from the HOA Board may be required to return all property to its original condition.
- (5) Unit owners are responsible for any water or sewer pipe breakages from their units to the main line. Unit owners who are experiencing problems with any of their utilities should contact the appropriate utility company directly for assistance. The HOA is not permitted to perform repairs on any utilities and encourages unit owners to ensure they have adequate utility insurance when it is available.
- (6) Residents are prohibited from using ladders over six (6) feet high to perform maintenance on the outside of buildings. Only outside contractors may use ladders of a height necessary to complete their work.
- (7) No resident shall direct, supervise, or in any way attempt to assert control over the employees of sub-contractors of the HOA while working in or on the common or limited common elements. Anyone who harasses work crews or hinders the work of contractors is liable to a \$150 fine. Requests for work to be done by the HOA's contractors must be submitted to the management company by using the Service Request located on the VSBF website.
- (8) A unit owner should notify the management company when utilizing an outside contractor so that no confusion exists with work being performed by the HOA's contractors on HOA projects.

6. LANDSCAPING AND OTHER INSTALLATION IMPROVEMENTS

- A. All approved modifications to common or limited common elements must be compatible with existing buildings in the VSBF, and must be properly constructed and installed with quality materials.
- B. The HOA is responsible for the mowing, mulching, weeding, and landscaping of units' front yards and the sides of buildings except where homeowners have made modifications.
- C. Landscaping improvements must adhere to the following:
 - (1) Homeowners may work on their front and back yards to help beautify the development, exercise individual taste in landscaping, and improve the value of their and everyone else's units.
 - (2) All approved landscape modifications must be compatible with the existing landscape in the VSBF.
 - (3) Homeowners may add to their front, back, or side landscaping with the HOA Board's prior approval of their ACI Form submissions. Any additional front, back, or side landscaping must be maintained by the owners at their own personal expense.
 - (4) Landscapers contracted by the VSBF to conduct general grounds maintenance on common elements will not be responsible for ongoing landscape maintenance added by homeowners.
 - (5) Only owners, not tenants, shall submit an ACI Form for prior written consent from the HOA Board to plant flowers, trees, or shrubs on any portion of the common or limited common elements. In completing such work, the unit owners agree to maintain the ongoing, continual landscaping required to maintain aesthetically pleasing plants that are free from dead foliage and overgrowth. No trees or shrubs that grow higher than the first (1st) floor of a unit may be used.

- (6) Landscaping is not permitted on any porch or patio without prior written consent from the HOA Board, except for potted plants or planters aesthetically appropriate for the VSBF. Temporary outdoor planters may be used if they are placed within a unit's porch or patio, and are maintained. Artificial plants and flowers are not allowed.
- (7) Homeowners may not extend any patio or porch without the HOA Board's prior written approval of the owners' ACI submissions. A popular trend is creation of a back patio space using elements such as pavers. Because the white dividers between units are not all uniform, it is difficult to develop the same rule for size and extension from the concrete patio to the backyard grass. Where the white dividers are the same length, owners can landscape from the end of one to the end of the other. Where one divider is shorter than the other, owners may curve the landscaping from one end to the other. As backyard areas are developed, a good indicator is to avoid paving or planting in the space where people and their animals walk.

D. Installation of items meant to improve a unit must adhere to the following:

- (1) Awnings or other enclosures are not permitted without the HOA Board's prior written consent. Only retractable awnings will be allowed, provided that the HOA Board rules positively on the owner's submission of a Retractable Awnings Form located on the VSBF website.
- (2) Solar panels may not be installed on roofs.
- (3) The installation and use of outdoor storage closets and sheds are prohibited.
- (4) No radio or television aerials, antennae, or satellite dishes shall be installed by unit owners on any fixed structure without the HOA Board's prior written consent. Approval may be granted or refused at the sole discretion of the HOA Board. Such devices must be positioned on poles that may not exceed a total height of four (4) feet and must be installed within the mulch bed area of the unit. Roof, exterior wall, or window installations are prohibited. When discontinuing services that require the use of such equipment, the owner is responsible for the immediate removal of the device and repair of any associated damage.
- (5) The installation, use, or storage of any outdoor wood-burning equipment or flame-producing items (fire pits or places, tiki torches, fireworks, etc.) are prohibited, with the exception of charcoal or propane grills, tables, and fire pits. Charcoal or propane grills, tables, and fire pits must be operated outside on the edge of the resident's back concrete patio. Care must be taken even with the approved items because if placed too close to a rear wall or divider, they can melt the siding. The repair of damage resulting from non-compliance will be assessed directly to the unit owner. Propane tanks may not be stored in garages.
- (6) The installation of an HVAC mini-split system by a homeowner requires the HOA Board's prior written consent. An ACI Form for the mini-split is located on the VSBF website. The system must be installed on the back of the unit for aesthetic appeal in the community.

7. Snow Removal

- A. Unit owners are responsible for clearing snow and ice from their driveways, walkways, porches, and patios.
- B. The HOA contracted service will clear the streets and sidewalks according to Township ordinances. The HOA has twenty-four (24) hours after a storm ends to clear the streets and sidewalks.
- C. The HOA will salt the VSBF's private streets and sidewalks as needed. Brookwood Drive is a public road and as such, the Township is responsible for its snow and ice removal. Clearing the bus stop at Hinkle Road and Brookwood Drive is the responsibility of the Carriage Homes.

- D. If a resident uses salt on any element constructed of concrete such as sidewalks, walkways, porches, and patios, any resulting damage from the use of such product will be assessed directly to the owner. Any product used should be pet friendly.

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- E. The walking path will not be cleared by the HOA because it consists of porous pavement that turns to ice if shoveled. This is a safety measure to help prevent people and their pets from falling on a slippery surface.

8. DRYER SYSTEM CLEANING

- A. All homeowners must have their dryer systems professionally cleaned to prevent fires caused by a build-up of lint and other highly flammable materials. In addition to avoiding harm to residents and damage to properties, a dryer fire could significantly raise insurance premiums or even lead to cancellation of a policy.
- B. The cleaning must be completed once every three (3) years, with all units completing the current cycle on July 1, 2025. This means that the next cleaning window for all homeowners will occur between July 1, 2027 and July 1, 2028. The cleaning window after that will be July 1, 2030 to July 1, 2031, and so on. However, if it seems that a unit's dryer is operating less efficiently between cleanings, a homeowner should have the dryer inspected immediately.
- C. In units that were not yet checked for the presence of booster fans, which must also be cleaned because they collect a significant amount of debris, contractors will need to verify their presence.
- D. Since cleanings are at the homeowners' personal expense, they may hire the contractors of their choice. However, the HOA will attempt to negotiate quantity discounts for owners. The HOA will also recommend a contractor who has been vetted for quality of work, and the ability to clean a sizeable development at a reasonable price.
- E. Even though homeowners hire their own contractors, they need to follow these requirements which must be certified by the on-site contractors.
- (1) Cleaning on both the inside and the outside must be performed. Since most fires begin inside the home, cleaning from the outside is not sufficient. An owner must arrange to have someone at home during the cleaning, but the inconvenience is for the protection of all residents and properties.
 - (2) The homeowner and contractor must discuss either the retention and cleaning, or the removal of a booster fan if one is found. There will be an additional cost for this which needs to be negotiated with the contractor.
 - (3) Once a cleaning is finished, the homeowner and the contractor must complete a Dryer Cleaning Certification Form located on the VSBF website. Then both the Form and a paid invoice need to be emailed to the management company, or placed in an envelope addressed to "Dryer Cleaning Forms" and deposited in one of the community's two drop boxes. It is also recommended that the homeowner retain copies.
 - (4) If a homeowner neglects to have the cleaning finished by the deadline, the HOA will hire a contractor to clean what is possible from the outside since the HOA may not enter a home without permission. The full cost of the cleaning plus an additional fine of 50% of the cleaning fee will be billed to the homeowner in July. If the homeowner does not pay the cleaning fee and fine in July, an additional \$25 fine will be added in August and each ensuing month until the balance is paid in full.
- F. If a damaged or missing dryer vent cover is discovered, it will be replaced at the HOA's expense.
- G. Any homeowner who sells a unit after April 1 of each cycle's deadline year will not receive a resale certificate unless the unit's dryer system is cleaned professionally as explained above. For example, if the cleaning deadline is July 1, 2028, and the unit is sold between April 1, 2028 and July 1, 2028, the seller must have the dryer cleaned prior to the sale being finalized.

9. OPERATION OF VEHICLES WITHIN THE VSBF

- A. Unit owners, their families, guests, tenants, agents, visitors, licensees, and employees will obey the parking and traffic regulations of South Londonderry Township as well as the VSBF for the safety and protection of all residents. The VSBF is large enough for the police to enforce traffic laws. With additional stop signs and a one-way designation on South Village Circle, the police will issue tickets to offenders.
- B. Vehicle operation within the VSBF is restricted as follows:
- (1) Tenants may only keep two (2) vehicles in the VSBF.
 - (2) The operation of any motorized or electric vehicles such as go-carts, ATVs, and snowmobiles is strictly prohibited. Motorized or electric cars, trucks, bikes, skateboards, and scooters, etc. may be used provided that all local and state regulations are followed.
 - (3) Prior to installing an electric vehicle charging station, the owner must obtain the required documentation from the Township.
 - (4) Large trucks entering the VSBF may not weigh in excess of five thousand (5000) pounds.

10. PARKING OF VEHICLES WITHIN THE VSBF

- A. No vehicles belonging to unit owners, their families, guests, tenants, agents, visitors, licensees, or employees shall be parked in such a manner as to impede or prevent safe travel on roads, at intersections, and ready access to any entrance or exit from any building, unit, driveway, or parking area. Any vehicle parked incorrectly may be towed by the HOA at the owner's expense.
- B. Parking in the VSBF is restricted as follows:
- (1) Vehicles may only be parked in the direction of traffic, with the passenger sides at the curb.
 - (2) Vehicles may not park in front of the mailboxes. Sufficient room in the front and in the rear must be left to enable the mail truck to pull into and out of the box area safely.
 - (3) A vehicle must be completely parked within a unit's garage or in a unit's driveway. No vehicle may be parked in a unit's driveway such that its back end is protruding over the sidewalk.
 - (4) Tenants may only park their two (2) vehicles completely within their garages or in their driveways. They may park on the public road of Brookwood Drive, but not on any of the private roads.
 - (5) Only cars are permitted to utilize spaces in the overflow parking areas. A resident's motorcycle must be completely parked within a unit's garage or in its driveway. Construction vehicles may not park in the overflow parking areas.
 - (6) No boats, boat trailers, campers, trailers, recreational vehicles, wagons, bicycles, skateboards, scooters, jet skis, ATVs, dirt bikes, go-carts, or similar vehicles shall be stored on any part of the common or limited common elements. Storage inside garages is required.
 - (7) Boats, trailers, and campers are permitted on-site for a period of twenty-four (24) hours for the sole purpose of loading and unloading, and may only be parked in units' driveways.
 - (8) A commercial vehicle belonging to a unit owner, family member, guest, tenant, agent, visitor, licensee, or employee shall always be parked within a garage or completely in a unit's driveway. Storage of more than one (1) commercial vehicle is prohibited. Commercial vehicles exceeding twenty-two (22)

feet in total length are prohibited from community parking. Any vehicle displaying any of the following are considered commercial vehicles: company name, logo, phone number, description of services, DOT number, ladder, or equipment racks.

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(9) Any vehicle without a current inspection sticker may not be parked anywhere outside in the VSBF.

(10) No vehicle with a "For Sale" sign posted may be parked in the development.

11. SELF-MAINTENANCE PERFORMED ON VEHICLES WITHIN THE VSBF

A. Self-maintenance performed on vehicles is subject to the following limitations:

(1) Repairs should be simple and occasional. For example, removing an engine is not "simple."

(2) With the exception of emergency situations such as a dead battery or flat tire that require moving the vehicle, all repairs must be done completely within the boundaries of the unit's driveway or garage, not on the grass.

(3) If the maintenance is performed outside on the driveway, the following restrictions apply:

a. Work must occur between the hours of 9:00 am and 6:00 pm. Even if the repair is not finished, all evidence of it, including any tools used, must be removed from the driveway.

b. The use of jacks or blocks is specifically prohibited to prevent accidents from happening. Safety is of upmost importance to the HOA, especially when children or pets could be gravely harmed simply because of curiosity about the vehicle or something underneath it that they see.

c. Safety precautions eliminate the use of power tools. Battery-operated tools are permitted.

d. Leakage of car fluids such as gas, oil, or anti-freeze is not tolerated. If a leak occurs, the resident must immediately clean the affected area and any additional cleaning or repair will be at the resident's own expense. Car covers are not to be used and residents are encouraged to utilize drip mats. The dumping of any car fluids into the drainage system is strictly prohibited.

B. If any of the above restrictions are not observed, the HOA possesses the right to have the affected vehicle towed at the resident's own expense, and fines will be levied.

12. NOISE RESTRICTIONS

A. No unit owners, their families, guests, tenants, agents, visitors, licensees, or employees shall make or permit any loud or disruptive noises in any unit or building. Nothing may be done within a unit that will interfere with the rights, comforts, quiet enjoyment, or convenience of other unit owners.

B. No unit owners, their families, guests, tenants, agents, visitors, licensees, or employees shall play or allow any sound-producing equipment to be played for more than two (2) hours per day or between the hours of 11pm and 7am.

C. All noise complaints as defined above should be directed to the South Londonderry Police who may issue citations.

13. TRASH, RECYCLING, AND DUMPSTERS

A. Garbage and recyclables must be placed in designated receptacles. Garbage must be put in a fixed, hinged-lid trash bin. Recyclables are picked up bi-weekly and must be deposited in designated and appropriately labeled bins. The unit owner or tenant is responsible to cover or bag the trash properly to keep it from blowing away under windy conditions.

- B. Owners or tenants should contact a trash removal company directly for an estimate on removing oversized items such as furniture, satellite dishes, artificial Christmas trees, etc.

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- C. Except for collection days, garbage and recyclables receptacles must be stored indoors. Within twenty-four (24) hours of any scheduled collection, the receptacles must be returned to indoor storage.
- D. If a resident requires the use of a dumpster/pod/bagster in the driveway, the Application for such is located on the VSBF website. It must be completed and approved by the HOA prior to obtaining the receptacle. If the resident needs more than the initial fourteen (14) days, additional time may be negotiated with the HOA.

14. PETS

- A. Two (2) domestic pets shall be allowed per unit. If any animal is a nuisance in the community, disturbs, annoys, harms, or threatens to harm anyone in the community, the animal must be permanently removed from the property. Farm animals are not allowed on the property.
- B. In no event shall any domestic pet be permitted on any part of the common or limited common elements unless secured on a physical leash. Physical leashes must be held and used whenever walking pets.
- C. All pets must be licensed as required by local and/or county ordinances, and owners must follow any other regulations that pertain to their pets' actions when they are outside in the development.
- D. Securing a pet with a tie-out cable must ensure that the pet is confined within the boundaries of a unit's backyard. No pet may be tied out in a common area, and if a pet damages any common or limited common element, the repair cost will be assessed directly to the unit's owner.
- E. All pet owners shall be responsible for immediate and proper disposal of their pets' waste. Residents may not store dog refuse bags or cans in front of their homes. If the refuse has to be kept outside, it must be placed in a covered container in the back of the unit and out-of-sight as much as possible.
- F. If the landscaping company cannot mow a unit's grass due to the amount of pet waste covering the yard, the homeowner will be given one (1) week until the next mowing to remove all accumulated waste. If the waste is not removed by the next mowing, the HOA will hire a contractor to do so, and the homeowner will be charged for the service and fined immediately.

15. SALE OF A UNIT AND REFINANCING A MORTGAGE

A unit owner is asked to notify the HOA and the management company of intent to sell a unit as soon as possible, so that they may conduct an inspection and make any necessary repairs. The unit owner must request a resale certificate from the HOA and management company who require advance notice of seventy-two (72) hours. The management company will help with refinancing an owner's mortgage, but will charge for extra services required.

16. ENFORCEMENT POLICY: GENERAL PROVISIONS

The Enforcement Policy was adopted by the HOA Executive Board on July 19, 2017. The purpose of this document, included as Addendum A, is to further define procedures for the enforcement of the terms and conditions defined within the Rules & Regulations for The Village of Springbrook Farms HOA. The HOA will seek to include and implement any new governmental condominium requirements, especially those changes made to the PA Uniform Planned Community Act and/or the Uniform Condominium Act.

- A. The Executive Board of the HOA reserves the right to modify or expand components of this Policy as may be deemed necessary for the safety, care, and cleanliness of the buildings, units, limited common elements, and common elements, and for securing the comfort of all residents.

- B. The Executive Board will have the power and duty to hear and make decisions regarding violations and written complaints filed with the HOA and/or the HOA's management company, and impose fines or other sanctions, pursuant to this Policy and the procedures set forth herein. The Executive Board may determine enforcement action on a case-by-case basis, and take other actions as it may deem necessary and appropriate to assure compliance with the Declarations, Articles of Incorporation, Bylaws, and Rules & Regulations in order to create a safe and harmonious living environment.
- C. These enforcement provisions may be in addition to other specific provisions outlined in The Townes' Declarations, Articles of Incorporation, Bylaws, Rules & Regulations (the "Governing Documents"), governmental regulations, and the PA Uniform Planned Community Act and/or the PA Uniform Condominium Act. The HOA is not required to follow these enforcement provisions before seeking any other remedies contained therein. The HOA may choose a legal remedy or seek assistance from other enforcement authorities such as police, fire, or animal control as it deems appropriate.
- D. The provisions of this Policy shall not limit, nor be a condition precedent to, the HOA's right to enforce the Governing Documents by any means available to the HOA, including but not limited to commencement of a lawsuit to force compliance or seek injunctive relief or damages. The HOA will be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the HOA in connection with any enforcement action, including any proceeding under this Policy. Without limiting the HOA's remedies under the Governing Documents and/or the Pennsylvania Uniform Planned Community Act and/or PA Uniform Condominium Act, the HOA may assess fines and suspend applicable privileges in accordance with this Policy. If the violation involves damage to HOA property, the violator will pay the costs of repair or replacement.
- E. If in its sole discretion the Executive Board deems that any violation is or may be an immediate or substantial threat to the health, safety, or welfare of the development or an individual, the Executive Board may impose any appropriate sanctions as necessary to abate the threat to health, safety, or welfare of the community or individual without prior compliance with the provisions of this Policy.
 - (1) Failure by the HOA to enforce any provision of this Policy shall in no event be deemed to be a waiver of the right to do so thereafter.
 - (2) The provisions of this Policy will be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions will remain in full force and effect.
 - (3) As used in this Policy, the term Executive Board will include any tribunal or committee appointed by the Executive Board.
- F. There are other provisions contained in this Enforcement Policy, included as Addendum A to the Rules & Regulations, regarding complaints, hearings, decisions, and miscellaneous exceptions. Residents are encouraged to read the Policy as it is redundant to include all of its content in the Rules & Regulations document.

17. ENFORCEMENT POLICY: FEES AND FINES

- A. A returned check will incur a fee of \$50 to be reimbursed by the offending unit owner.
- B. Unit owners are expected to maintain a \$0 balance for HOA assessments. Monthly HOA assessments are due by the first (1st) calendar day of each month. Any assessment placed on a unit owner that is not paid within fifteen (15) days after it is due is considered late and subject to fees. Repeated late, partial, or non-payments will have a detrimental financial impact on the offending unit owner.

- (1) Following is the schedule of fees that will be executed against the offending unit owner:
 - a. \$30 fee per month for a late payment, partial payment, or non-payment until the balance is paid in full.
 - b. Continuing late fees will be referred to an attorney, and all attorney's fees will be paid by the offending owner in addition to the late fees.
- (2) Following is the schedule of fines for Rules & Regulations violations:
 - a. \$25 for the first violation;
 - b. \$50 for offenders who have been previously cited for the same violation; and
 - c. \$150 for harassment of contractors.
 - d. Fines may continue to be doubled for repeated non-compliance.
 - e. Please see the previous Dryer System Cleaning Section for fines associated with missing the deadline.
 - f. Please see the previous Pets Section for fines associated with pet waste accumulation.
 - g. These fines are subject to the late payment fees until the balance is paid in full.
- (3) Fees and fines may only be reviewed and reversed by the HOA Board.
- (4) An owner who accumulates more than three (3) violations within any twelve (12)-month period will be deemed to be an habitual offender. Without limiting the HOA Board's ability to fine or suspend privileges in accordance with the Enforcement Policy, habitual offenders, continuing violations, or violations which have an indefinite commencement or termination date, shall all be subject to such fees and fines as the Board deems appropriate under the circumstances without regard to the schedules set forth above.
- (5) The homeowners of record shall have the primary obligation to pay fees and fines imposed for their actions and the actions of their families, guests, tenants, agents, visitors, licensees, or employees. Fees and fines imposed pursuant to the Enforcement Policy shall become an assessment imposed against homeowners' real estate, enforceable as provided by law, including, without limitation, a lien against the homeowners' properties.
- (6) Any homeowner whose unit will be empty while that person is serving elsewhere in the military, should notify the management company in order that late fees will not be charged.

18. ENFORCEMENT POLICY: PROBLEM RESOLUTION

Prompt and fair resolution of problems and misunderstandings which arise in the VSBF is important to all residents.

Harassment may include any verbal, written, visual, or physical act that is offensive in nature, intimidating, unwelcome, or reasonably taken as objectionable. Harassment of contractors or their work crews is expressly forbidden earlier in this document, and carries a fine of \$150 if violated.

Likewise, harassment of HOA board members and/or their families is also expressly forbidden. If direct resolution cannot be reached between the parties involved, the HOA Board of Directors, in accordance with the Enforcement Policy, may employ such measures including warning letters, hearings, fines, and/or other sanctions it deems necessary to hold the violator(s) accountable.

While this document addresses the harassment of contractors and board members, all homeowners and tenants are encouraged to refrain from such behavior between one another within the VSBF. The VSBF seeks to provide a safe and healthy living environment for all its residents, free from all forms of harassment and intimidation.

19. DELEGATION OF DUTIES BY THE HOA WITHIN THE VSBF COMMUNITY

The HOA Board of Directors possesses the authority to hire a property management company to assist in handling day-to-day activities as directed by the Board. Such activities include, but are not limited to, monthly assessment collection, vendor payment, preparation of all financial documents, identification and notification of residents' violations, and collection of late fees and fines. As requested and approved by the HOA Board of Directors, additional duties may include recruitment and vetting of contractors, management of buildings and grounds projects, dissemination of important information and policy changes to all residents, etc.

The HOA Board of Directors is responsible for hiring a management company and should exercise all due diligence in obtaining multiple quotes from different companies. The HOA Board should carefully consider the cost charged by a management company in conjunction with the responsibilities the company is contracted to perform.

20. COMMUNICATION METHODS UTILIZED WITHIN THE VSBF COMMUNITY

A. For Homeowners & Tenants:

Property Management, Inc (PMI), the VSBF's management company, needs to keep updated contact information for all homeowners and tenants. When changes occur, please complete and submit the Contact Information Form located on the VSBF website, www.townesvsbfpalmyra.org.

B. For Property Management, Inc. (PMI):

PMI is the first (1st) point of contact whenever issues such as repairs, finances, home improvement, sales, or other concerns arise. Only homeowners or landlords should directly contact the management company. Tenants should not contact the management company directly, but communicate through their landlords. If a unit owner needs an immediate response, it is best to use the Service Request located on the VSBF website. Homeowners may also:

- (1) Submit a Service Request located on the VSBF website, www.townesvsbfpalmyra.org.
- (2) Mail documents to PMI, P.O. Box 8899, Camp Hill, PA 17001.
- (3) Utilize the drop box at the Northside Drive entrance or the drop box at the Hinkle Road entrance.
- (4) Email hoa.info@rentpmi.com.
- (5) Call PMI at 717.635-2498.

Service Requests and emails are the preferred methods of communication because they preserve a history of issues and resolutions.

C. Posting newsletters on the mailboxes has been replaced by the VSBF's active website and email system. Residents will now be notified about changes and upcoming events through the website and/or email system. Requests for issues such as lost pets, activities, or other information will be reviewed by the website coordinator for appropriate community-wide dissemination.

ADDENDUM A

Village of Springbrook Farms Homeowners Association Enforcement Policy Adopted by the Executive Board: July 19, 2017

Purpose

To define procedures for the enforcement of the terms and conditions defined within the "Rules and Regulations" for the Village of Springbrook Farms' Homeowners Association.

The Executive Board of the Association (hereafter "the Executive Board") reserves the right to modify or expand components of this policy as may be deemed necessary for the safety, care and cleanliness of the Buildings, Units, Limited Common Elements and Common Elements and for securing the comfort and convenience of all occupants of all units.

Policy

The Association hereby adopts the following general policy for the purpose set forth above:

1. Power. The Executive Board shall have the power and duty to hear and make decisions regarding violations and written Complaints filed with the Association and impose fines or other sanctions, pursuant to this Policy and the procedures set forth herein. The Executive Board may determine enforcement action on a case-by-case basis, and take other actions, as it may deem necessary and appropriate to assure compliance with the Declaration, the Association's Articles of Incorporation, Bylaws, and Rules and Regulations promulgated thereunder, and to create a safe and harmonious living environment.

These enforcement provisions may be in addition to other specific provisions outlined in the Declaration, Articles of Incorporation, Bylaws, or the Rules and Regulations (the "**Governing Documents**") and the Pennsylvania Uniform Planned Community Act, 68 Pa.C.S.A. §§5101 - 5414 (the "**Act**"), and the Association is not required to follow these enforcement provisions before seeking any other remedies contained therein. The Association may choose a legal remedy or seek assistance from other enforcement authorities, such as police, fire, or animal control, as it deems appropriate.

2. Complaint. A proceeding to determine if the Governing Documents have been violated and any enforcement measures and remedies that may apply shall be initiated by the filing of a written complaint by any Unit Owner or property management firm agent (a "**Complaint**") with or by the Executive Board. The Complaint shall state the specific provision(s) of the Governing Documents alleged to have been violated and as many specifics as are available as to time, date, location, violation description and persons involved (if available).

3. Notice of Complaint and Right to Hearing. Upon receipt of a Complaint, if the Executive

Board determines that the allegations in the Complaint are sufficient to constitute a violation of the Documents and that action is warranted, the Association shall send a notice to the person(s) (the "**Respondent**") alleged to have violated the Documents, by prepaid, first class United States mail, addressed to the mailing address of the Respondent appearing on the records of the Association. The notice shall advise the Respondent of the following (1) the details of the Complaint or include a copy of the Complaint, (2) resulting fine amount to be paid; (3) the action that may be taken; (4) the Respondent's right to be heard, either orally or in

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writing, by the Executive Board or by a tribunal or committee appointed by the Executive Board at the next meeting of the Executive Board which is at least fifteen days after the date of the notice (which request for a hearing shall satisfy the requirements of notice and the opportunity to be heard pursuant to section 5302(a)(11) of the Act); and (4) the Executive Board's right to proceed with or without a hearing, at its discretion, to make its determination of the allegations contained in the Complaint based on all relevant facts and circumstances if the Respondent fails respond or to appear at the specified date and time or otherwise respond to the Complaint.

The Executive Board may determine that the Respondent's failure to respond within fifteen (15) days of the mailing date of the said notice, or the Respondent's failure to appear at the hearing, if a hearing is requested by the Respondent, constitutes a no contest plea to the Complaint and the Executive Board may take such action as it deems appropriate.

4. Hearing. If the Respondent requests a hearing, the hearing shall be held at time, place and date determined by the Executive Board, who shall use reasonable efforts to coordinate the schedules of all parties involved. The Executive Board may grant continuance(s) of the hearing for good cause. The Executive Board or committee appointed by the Executive Board may: (a) exercise its discretion as to the specific manner in which a hearing shall be conducted; (b) question witnesses and review evidence; and (c) act as it may deem appropriate or desirable to permit the Executive Board or committee to reach a just decision. Neither the Complainant nor the Respondent must be in attendance at the hearing, but both are encouraged to attend and the failure to attend may be granted such weight as the Executive Board or committee deems appropriate. If a committee is appointed to conduct the hearing, the committee shall make a recommendation to the Executive Board for consideration at the next Executive Board regular or special meeting. Each hearing shall be open to attendance by all Members of the Association.

5. Decision. If the Respondent does not appear but a written response is filed, the Executive Board shall render its decision based on the information contained in the Complaint and the written response, considering all of the relevant facts and circumstances. If neither an appearance nor a written response is made, the Executive Board need not conduct a hearing or make any further findings except that it may determine that the Respondent's failure to appear or respond constitutes a no-contest plea to the Complaint, and impose the sanctions provided for herein or enforce the provisions of the Documents, or both. If an appearance is made, after all testimony and other evidence has been presented to the Executive Board or a committee at a hearing, the Executive Board shall render its decision(s) ; as the Executive Board shall deem to be fair and reasonable taking into consideration all of the relevant facts and circumstances and the best interests of the Association and the Development. Except as provided herein, the Executive Board's decision shall have an effective date no sooner than fifteen (15) days after either mailing of the decision to the Respondent or actual receipt of the decision of the Respondent (which may occur orally at the hearing), whichever first occurs. If the Executive Board does not inform the Respondent of its decision at the time of the hearing, or if no hearing is held, the Executive Board will mail a written decision to the Respondent's address of record via regular U.S. Mail within fifteen (15) days after conclusion of the hearing.

6. Enforcement/Attorney's Fees and Fines/Sanctions. The provisions of this Policy shall not

limit, or be a condition precedent to, the Association's right to enforce the Governing Documents by any means available to the Association, including, but not limited to

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commencement of a lawsuit to force compliance or seeking injunctive relief or damages. The Association shall be entitled to reimbursement of all reasonable attorney's fees and costs incurred by the Association in connection with any enforcement action, including any proceeding under this Policy. Without limiting the Association's remedies under the Governing Documents and/or the Act, the Association may assess fines and suspend applicable membership privileges in accordance with this Policy. If the violation involves damage to Association property, the violator shall pay the costs of repair or replacement.

7. Violations or Offenses that Constitute a Present Danger. If, in its sole discretion, the Executive Board deems that any violation is or may be an immediate or substantial threat to the health, safety or welfare of the Development or an individual, the Executive Board may impose any appropriate sanction as necessary to abate the threat to health, safety or welfare of the community or individual without prior compliance with Sections 1 through 6 above.

8. Miscellaneous.

- A. Failure by the Association to enforce any provision of this Policy shall in no event be deemed to be a waiver of the right to do so thereafter.
- B. The provisions of this Policy shall be independent and severable. The invalidity of any one or more of the provisions hereof by judgment or court order or decree shall in no way affect the validity or enforceability of any of the other provisions, which other provisions shall remain in full force and effect.
- C. As used herein, the term Executive Board shall include any tribunal or committee appointed by the Executive Board.

9. Effect. This Policy shall be effective immediately and shall supersede any previous Policy adopted by the Association on the subject matter hereof.

10. Exceptions. Notwithstanding any provision set forth in this Policy, the Executive Board shall have the discretion to take any action, or refrain from taking action, that the Executive Board deems to be in the best interests of the Association and its individual members based on individual facts presented by any Unit Owner, Complainant or otherwise. Further, any action, or refraining from taking action, against any one or more Unit Owner(s) shall have no precedential effect or impact upon any decision for any other Unit Owner(s). By way of example and not limitation, the Executive Board may allow the continuing existence of a violation that commenced prior to the turnover of control of the Association to the Unit Owners from the Declarant, but enforce the same violation against a Unit Owner who commenced the same violation after such turnover; provided however, absent such clear distinguishment, the Executive Board may not consciously discriminate against unit Owners. For purposes of this provision, Executive Board action based on a Complaint filed shall constitute a sufficient distinguishment of facts to take action against a Unit Owner subject to such Complaint, but not take action against a Unit Owner against whom a Complaint is not filed. That is, the Executive Board may choose to only react to written Complaints rather than become a policing agent throughout the Development.

