

RULES AND REGULATIONS
OF
THE PRESERVE AT BROOK VIEW, A PLANNED COMMUNITY

GENERAL

1. The Preserve at Brook View Homeowners Association, Inc. ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Rules and Regulations"). These Rules and Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Rules and Regulations reference is made to a "Unit Owner," such term shall apply to the owner of any Dwelling Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. Wherever in these Rules and Regulations reference is made to the Association, such reference shall include the Association and the Manager, if any, or any other managing agent when the Manager or a managing agent is acting on behalf of the Association.

3. The term "Declaration" when used herein refers to the Declaration of Covenants and Restrictions for The Preserve at Brook View, A Planned Community dated _____, 201_. The term "Bylaws" when used herein refers to the Bylaws of Brook View Homeowners Association, Inc. The term "Manager" when used herein refers to any managing agent that the Association may appoint. Other capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration, or if not defined therein, the meanings specified or used for such terms in the Pennsylvania Uniform Planned Community Act, 68 Pa. C.S. § 5101 *et seq.* ("Act").

4. The Unit Owners shall comply with all the Rules and Regulations hereinafter set forth governing the Community, including Units, public areas, streets, recreational areas, grounds, parking areas and any other appurtenances.

5. The Association reserves the right to alter, amend, modify, repeal or revoke these Rules and Regulations and any consent or approval given hereunder at any time by resolution of the Executive Board.

RESTRICTIONS ON USE

6. No part of the Community shall be used by or through a Unit Owner for any purpose except residential housing and the common purposes for which the Community was designed, which is deemed to expressly exclude any aviation use or activity, except for such accessory uses as may be authorized by the Executive Board

pursuant to Article IX of the Declaration. Each Unit shall be used as a residence for a single family, its servants and guests.

7. There shall be no obstruction of the Common Elements, including Limited Common Elements. Nothing shall be stored or placed on the Common Elements without the prior consent of the Executive Board except as provided herein or as expressly provided in the Declaration or Bylaws.

8. Nothing shall be done or kept in any of the Common Elements that will increase the rate of insurance for the Common Elements without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements that will result in the cancellation of insurance on the Unit or contents thereof or the Common Elements, or that would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept on any Unit or on the Common Elements, except that small containers approved for and designed for gasoline storage and small propane tanks (less than ten (10) gallons) for use with outdoor gas grills and propane tanks for home heating and other purposes may be used or stored on the Unit. No waste shall be committed on the Common Elements.

9. All garbage and trash must be disposed of in a proper manner consistent with all applicable regulations of West Hanover Township (the "Municipality") and any other governmental entity with jurisdiction over the Property. All such trash and garbage containers must be screened from view except for the twenty four (24) hours before and the twenty four (24) hours after the scheduled curbside collection. No trash or trash containers may be placed or otherwise stored on any Common Elements or Limited Common Elements.

10. Except in any Limited Common Elements appurtenant to a Unit or in any recreational areas designated as such by the Executive Board, no playing or lounging shall be permitted, nor shall bicycles, toys, benches, chairs or other articles of personal property be left unattended in public areas, parking areas, lawns or elsewhere on the Common Elements.

11. Streets shall not be used as playgrounds. The use of skateboards and motorized skateboards or scooters, except those for mobility-impaired persons, on the Limited Common Elements or Common Elements, including the streets, is prohibited. The use of all-terrain vehicles (ATVs), dirt bikes, snowmobiles or similar motorized outdoor recreational vehicles on the Limited Common Elements or Common Elements is prohibited. All streets within the Community are intended only for vehicular transportation and pedestrian travel of the Unit Owners, occupants and their invitees.

12. No Unit Owner shall locate an outdoor swing set upon any Unit except in the rear yard of such Unit, and all such swing sets shall be primarily constructed of plastic or wood. No swing set primarily constructed of metal shall be allowed upon any Unit. All swing sets located upon any Unit must be maintained in good repair and in a safe and working order.

13. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness.

14. No unlawful, immoral, improper, noxious or offensive activity shall be carried on in any Unit or on the Common Elements, nor shall anything be done therein that may be or become an annoyance or nuisance to the other Units or occupants. No Unit Owner shall make or permit any disturbing noises in his Unit or do or permit anything that will interfere with the rights, comforts or convenience of other Unit Owners. Each Unit Owner shall keep the volume of any radio, television or musical instrument in his Unit sufficiently reduced at all times so as not to disturb other Unit Owners.

15. No part of the premises herein described shall be used for any illegal, offensive or obnoxious purpose. Any structure erected upon any of the Units shall be so built to as near as possible harmonize with the type of construction throughout the Community. No grocery store or meat dispensing store, no barber shop, beauty parlor, doctors, dentists or chiropractors office, confectionery or drug store, nor any other type of business or commerce of any kind, fashion or nature, shall at any time now, or in the future, be carried on upon any Unit or other area included within the Planned Community except as permitted by the West Hanover Township ordinance. Nor shall any dwelling house or other building erected upon said Unit or any part thereof be later converted for any of the uses hereinbefore prohibited, nor shall part of the same be used for warehousing or storage of articles of commerce, business or industry, except that such warehousing or storage is permitted if in conjunction with a Unit Owner's permitted operation of a business. Notwithstanding the foregoing, a Unit Owner may engage in a home-based business from a Unit to the extent provided for, defined, and allowed by the West Hanover Township ordinances and/or rules (sometimes referred to herein as a "Unit Owner's permitted operation of a business"), but in no event shall such home-based business display a sign of any kind or otherwise create an outward appearance of its existence (*i.e.*, no guest or customer traffic beyond that amount normally associated with a residential dwelling, etc.).

16. Except as specifically permitted by this Paragraph 16, no signs, window displays or advertising shall be maintained or permitted on any part of the Community or on any Unit without the prior written consent of the Executive Board. The right is reserved by the Declarant and the Executive Board or the Manager, if any, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any Unit Owner or mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such Unit Owner or mortgagee. Political signs are permitted on the Units provided they are removed within five (5) days from final election. Signs that are permitted pursuant to this paragraph or by consent of the Executive Board shall be placed only in the areas in front of each Unit, and in no event shall any sign be larger than two (2) feet by three (3) feet. Notwithstanding the foregoing, such size of sign limitation is not applicable to Declarant or to a successor of Declarant. All signs, window displays or advertising permitted hereunder or by consent of the Executive Board shall comply with all municipal ordinances, rules and regulations.

17. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, window air conditioner units, doors, siding or masonry of such Unit. The prohibition herein includes without limitation, laundry, clothing, rugs, signs or any other items. Notwithstanding the foregoing, each Unit Owner may fly one (1) American flag or any state flag from a pole attached to the exterior wall of his Dwelling. No in-ground flag poles are permitted. Awnings, canopies or shutters may be placed on the exterior of a Unit, subject to the approval of the Executive Board pursuant to Subsection 6.1.2 of the Declaration, and further subject to Section 9.2 of the Declaration. Antennas, satellite dishes or other telecommunication equipment are permitted in accordance with Subsection 9.1.9 of the Declaration. No clothes line, clothes rack or any other device may be used to hang any items nor may such devices be used anywhere on the Common Elements, including Limited Common Elements, except in such areas as may be specifically designated for such use by the Executive Board. No Unit Owner shall locate any exterior laundry drying facility or device upon any Unit unless such facility or device is immediately screened from view and located in the rear yard of the Unit. Porches, patios and decks shall not be used unreasonably as storage areas. No porch, patio or deck shall be altered in any way except with the written permission of the Executive Board, and any alteration shall be done in accordance with the Declaration.

18. No Unit shall have a swimming pool, hot tub, nor any related or accessory structure for the purpose of enclosing pool equipment until the location, size and type of each are first approved by the Executive Board consistent with Article VI, Section 6.1 of the Declaration, and all such swimming pools and structures must also comply with applicable provisions of West Hanover Township ordinances and other applicable governmental regulations. No above-ground swimming pools are allowed in the Planned Community, except that temporary inflatable pools without a pump or a filter apparatus measuring no greater than ten (10) feet in diameter and not exceeding fifteen (15) inches in depth are permitted on a seasonal basis, but must be removed at the end of each season and must be properly screened, etc., in accordance with this Paragraph 18. All mechanical equipment necessary for the operation of the swimming pool (*i.e.*, pumps, filters and electrical devices, etc.) and the storage of any pool maintenance equipment (*i.e.*, skimmers, hoses, chemicals, etc.) shall be screened from view and may be enclosed within a structure to limit access. Such accessory structure shall be single story and shall match the dwelling construction. Notwithstanding the above, no Unit shall have any free-standing accessory structure such as a barn, garage, shed, dog house, or other outbuilding except as specifically permitted in this Paragraph 18.

19. Displays of Christmas and similar holiday decorations, including exterior decorative lights, shall be permitted only from Thanksgiving Day of each year until January 15th of the following year. Displays of decorations for other holidays, including, but not limited to, Independence Day and Halloween, shall be permitted for a period beginning ten (10) days prior to the date of the holiday and ending five (5) days after the date of the holiday.

20. Additions, removals, alterations and improvements to the exterior of Units, including, but not limited to, the exterior structural appearance or architectural style of a Unit, exterior colors of a Unit, swimming pools, and hot tubs, may be made by Unit Owners only in accordance with the provisions of Section 6.1 and Article IX of the Declaration. The purpose of those provisions is to ensure that the overall architectural character and exterior appearance of the Community is maintained, and, as such, Executive Board approval shall not be unreasonably withheld. A Unit Owner may submit a written request to the Executive Board for approval of a proposed exterior addition, alteration or improvement pursuant to Section 4.1 of the Declaration. The Unit Owner shall provide the Executive Board with sufficient information, including plans, specifications, materials, colors, and any other information reasonably necessary for the Executive Board to render a decision. The Executive Board may require such request to be submitted on a standard form promulgated for this purpose. No Unit shall have a fence until its location, material, height and type are first approved by the Executive Board consistent with Article VI, Section 6.1 and Subsection 9.1.10 of the Declaration, and all such fences must also comply with applicable provisions of West Hanover Township ordinances. No chain-link fencing is permitted on any Unit in the Planned Community. Approved fencing shall not block the air and view of adjoining Units and shall not be constructed to enclose any portion of the front yard or side yard. Approved fencing to enclose a rear yard may be constructed to extend the line from any rear facing of the dwelling to the side boundary line and may, but is not required to, encompass the full width of the Unit.

PET RULES

21. No animals, except orderly and customary household pets, shall be kept in any Unit, without first obtaining the prior written consent of the Executive Board, subject to compliance with the Declaration, Bylaws and these Regulations. In no event may any exotic or wild animals be kept within a Unit. Nothing contained herein shall prohibit a visually impaired owner or occupant from keeping a seeing-eye dog in his or her Unit. All permitted pets shall be housed within a Dwelling, and no exterior housing of pets, temporarily or permanently, shall be permitted on any Unit or Common Element at any time.

22. A permitted pet may be maintained in a Unit so long as it is not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, unhygienic offensiveness, aggressiveness or running loose on the Property. If the Executive Board determines in its sole judgment that a particular pet constitutes a nuisance to the Community, it shall have the right to request the Unit Owner, after Notice and Hearing, to remove the pet from the Community.

23. All pets must be licensed and inoculated as required by law.

24. Pet owners are fully responsible for personal injuries or property damage caused by their pets.

25. No Unit Owner shall be entitled to keep any pet on any portion of the Common Elements, including Limited Common Elements appurtenant to a Unit. No Unit Owner may erect any fencing, gates, animal enclosures, animal stakes or animal runs or use any Limited Common Elements or Common Elements, for the purpose of securing a space either temporary or permanent for any pet. Pets must be accompanied by and under the control of an individual at all times, except while contained within a fenced area authorized by the Executive Board or Architectural Review Committee. No animals, including cats, shall be allowed to roam freely about any Limited Common Elements or Common Elements. Each Unit Owner shall be responsible for immediately cleaning up, removing and discarding in a proper receptacle all animal excrement produced by his pet except that which is contained within a fenced area authorized by the Executive Board or Architectural Review Committee.

STORAGE

26. All personal property placed in any portion of the Property shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

PARKING

27. Unless otherwise authorized by the Association, designated parking areas and driveways may not be used for any purpose other than parking automobiles. No buses, trucks (except pick-up trucks and passenger vans no larger than three quarter ton), trailers, tractors and tractor trailers, flat- and straight-bed trucks, step vans, dump trucks, tow trucks, snowmobiles, boats, jet skis, commercial or oversized vehicles shall be parked anywhere within the Community other than wholly within a Unit Owner's garage. Notwithstanding the foregoing, a Unit owner may park a pick-up truck, van, or passenger van no larger than three quarter ton which contains signage for a business in a designated parking area or driveway of such Owner's Unit (this provision is intended to permit Unit Owners who drive "work" vehicles the ability to park these vehicles in the designated parking areas and driveways). No recreational vehicles (RVs), boats or trailers may be parked on an owner's driveway, on a year round basis, but must be garaged. In the event the Unit Owner has no garage facility, any RV, boat or trailer shall be parked or stored to the rear of the front building setback lines of the Unit and screened from view from any street or neighboring Unit. A vehicle with signs or printed advertising on its exterior exceeding an area eighteen (18) inches by eighteen (18) inches shall constitute a commercial vehicle for purposes of this Paragraph 27, and the Association shall have the discretion to determine what constitutes a commercial vehicle and shall notify Unit Owners of its interpretation in the same manner as a change to these Rules and Regulations. All vehicles must have current license plates and registrations and must be in operating condition. No vehicles shall be parked on the Community with conspicuous "For Sale" signs attached. No leakage of gas, oil or antifreeze shall be permitted. If such leakage does occur, the responsible Unit Owner must immediately clean the area affected

and shall be liable to the Association for any expenses incurred by it in cleaning or repairing as a result of such leakage. Vehicle repairs (except emergency changing of tire or battery) are permitted only if conducted within a garage.

28. All Unit 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 towed away at the Unit Owner's sole risk and expense.

29. Vehicle parking is permitted only in designated parking areas and driveways, and parking so as to block streets, sidewalks, driveways or trash receptacles is not permitted. Notwithstanding the foregoing sentence, temporary parking on streets by Community residents, their guests, servants, hired tradesmen and other invitees is permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Property, the Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any costs or liability that may be imposed on the Association as a result of such illegal parking or abandonment and any towing or other consequences thereof.

ASSOCIATION

30. All charges and assessments imposed by the Association are due and payable on the first day of January for the current year, unless otherwise specified. Payment shall be made at the Association's principal office or other designated address, by mail or hand delivery. Payment may be made by check or money order, payable to the Association. Cash will not be accepted.

31. Complaints regarding the management of the Community or regarding actions of other Unit Owners shall be made in writing to the Manager, if any, or the Executive Board. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Manager, if any, or the Association.

CONSIDERATION IN USE OF UNITS

32. Unit exterior doors and garage doors shall be kept closed and secured at all times except when in use.

OTHER

33. The lawn, shrubbery, and other vegetation located upon any Unit shall be regularly groomed and maintained as necessary. Any sidewalks and driveways located upon any Unit shall be kept free of snow, ice, and general debris.

34. Unit Owners are responsible for maintaining erosion and sedimentation controls and storm water management controls provided by the Declarant to include roof leaders for each Dwelling in the Community as established by the Declarant or a Builder upon initial construction.

35. All driveways constructed on any Unit shall be surfaced with at least the first course of paving material within six (6) months of receiving a certificate of occupancy for the principal dwelling structure. Construction of the top coat of driveway surface must be completed within eighteen (18) months of receiving a certificate of occupancy for the principal dwelling structure unless an exception is granted by the Executive Board for exceptionally long lots/driveways.

36. No Unit Owner shall alter the drainage swales or the final finish grading on any Unit as originally constructed.

37. All Units are intended to have constructed thereon a single-family principal dwelling with an attached garage for use as a residential dwelling to be occupied only upon receipt of a certificate of occupancy by West Hanover Township, and no outbuilding, tent, shed, trailer, garage or other similar temporary structure of any kind shall be used as a dwelling or extension thereof.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of The Preserve at Brook View Homeowners Association, Inc., a Pennsylvania nonprofit corporation;

That the foregoing Rules and Regulations constitute the original Rules and Regulations of the Corporation, as duly adopted by written consent of the Board of Directors (Executive Board) dated _____, 20__.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the Corporation this _____ day of _____, 20__.

Secretary