

RULES AND REGULATIONS
OF
BRANDYWINE, A PLANNED COMMUNITY

GENERAL

1. The Brandywine 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 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 Brandywine, A Planned Community dated _____, 2005. The term "Bylaws" when used herein refers to the Bylaws of Brandywine Homeowners Association, Inc. The term "Manager" when used herein refers to Sowers Realty Services or any successor managing agent appointed by the Association. 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 and courtyards, 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 housing and the common purposes for which the Community was designed, except for such accessory uses as may be authorized by the Executive Board pursuant to

Article VII 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. 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 propane tanks 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 Hampden Township (the "Municipality") and any other governmental entity with jurisdiction over the Property. No garbage or trash or containers therefor shall be visible from the exteriors of the Units except on that day of the week designated for the collection and removal of garbage and trash and on the evening prior to that day. No trash or trash containers may be placed or otherwise stored on any exterior part of a Unit or in any Common Elements or Limited Common Elements. Trash and recycling containers may not be placed curbside before dusk on the day immediately before the designated pickup day and must be removed by the end of the designated pick up day. The Association reserves the right to designate one (1) garbage and trash removal service for the Property. In that event, each Unit Owner will be billed directly by the garbage and trash removal service.

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. Gas grills are permitted on rear patios and decks.

11. Streets and driveways 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 and driveways, 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. Streets shall not be used as playgrounds, or for skateboarding, basketball, street hockey or any other athletic or recreational purposes, and such use is prohibited.

12. The water closets and other water and sewer apparatus shall be used only for the purpose for which designed, and no sweepings, matches, rags, ashes or other improper

articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

13. Each Unit Owner shall keep his Unit in a 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 or windows thereof, any dirt or other substance.

14. Nothing shall be done in any Unit or on the Common Elements that may impair the structural integrity of any other Unit, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

15. 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.

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 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. 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 twenty (20) inches by thirty (30) inches. 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. White or off-white backed draperies or curtains or white or off-white blinds acceptable to the Executive Board must be installed by each Unit Owner on all windows of his or her Unit that customarily would be treated with curtains or blinds, and must be maintained thereon at all times.

18. 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 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 4.1.2 of the Declaration, and further subject to Section 7.2 of the Declaration. Antennas, satellite dishes or other telecommunication equipment are permitted in accordance with Subsection 7.1.9 of the Declaration. No clothes line, clothes rack or any other device may be used to hang any

items on any window 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. 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.

19. Display of Christmas and similar holiday decorations, including exterior decorative lights, shall be permitted only from Thanksgiving Day of each year until January 15 of the following year. Display 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, 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, landscaping materials, and hot tubs, may be made by Unit Owners only in accordance with the provisions of Section 4.1 and Article VII of the Declaration. The purpose of those provisions is to ensure that the overall architectural character and exterior appearance of the Community is maintained. 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. Notwithstanding the foregoing, Unit Owners shall not be permitted to construct a fence anywhere on the Property, and no alterations, modifications or extensions may be made to a Party Wall fence constructed by the Declarant or a Builder as part of the initial construction of adjoining Units to separate patios or decks of such adjoining Units.

PET RULES

21. No animals, except orderly 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. No more than two (2) dogs or cats shall be kept in any Unit without prior written approval of the Executive Board. 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 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. Pets shall not be walked upon the Common Elements, except for such areas as the Executive Board shall designate from time to time for that purpose. 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 an individual and maintained on a leash at all times. No animals, including cats, shall be allowed to be unleashed or to roam freely about any Limited Common Elements or Common Elements. Each Unit Owner shall be responsible for cleaning up, removing and discarding in a proper receptacle all animal excrement produced by his pet immediately when walking the pet.

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 no larger than three quarter ton and passenger vans), trailers, boats, jet skis, recreational, commercial or oversized vehicles shall be parked anywhere within the Community other than wholly within a Unit Owner's garage. Notwithstanding the foregoing sentence, recreational vehicles (RVs) may be parked only on driveways within the Community and only for a period not to exceed twenty-four hours. 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.

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.

ENTRY ONTO UNITS

30. The Executive Board or the Manager, and any contractor or workman authorized by the Executive Board or the Manager, may enter upon the exterior portion of a Unit after reasonable notice and at any reasonable hour of the day (except in case of emergency, in which case entry may be immediate and at any hour of the day) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation for the purpose of correcting a condition threatening a Unit or the Common Elements; for the purpose of performing installations, alterations or repairs; for the purpose of repairing or replacing utility meters and related pipes, valves, wires and equipment; for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the control or extermination of any such vermin, insects or other pests. The Executive Board shall have the right to enter upon the exterior portion of a Unit without prior notice to the Unit Owner in the case of an emergency to alleviate damage to the Unit, an adjacent Unit or the Common Elements or Limited Common Elements. The Executive Board or the Manager shall further have the right to enter upon the exterior portion of a Unit at reasonable times and in a reasonable manner, without notice to the Unit Owner, for the purpose of lawn mowing, landscaping, mulching, leaf removal or snow removal on the Unit and on adjacent Common Elements and Limited Common Elements, or for any other purpose necessary for the Association to carry out its powers and responsibilities.

31. Employees and agents of the Association, including the Manager, are not authorized to accept packages, keys, money (except for payments of Common Expense assessments) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

ASSOCIATION

32. All charges and assessments imposed by the Association are due and payable on the first day of each month, 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.

33. Complaints regarding the management of the Community or regarding actions of other Unit Owners shall be made in writing to the Manager 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 or the Association.

CONSIDERATION IN USE OF UNITS

34. Reserved.

35. All radio, television or other telecommunication equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction thereover, and the Unit Owner alone shall be liable for any property damage or personal injury caused by any radio, television or other electrical equipment in such Unit.

36. Reserved.

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

OTHER

38. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements, including any Limited Common Elements adjoining a Unit, unless done in an attractive manner consistent with an overall landscaping plan for the entire Community, and subject to the decision of the Executive Board as to all questions of aesthetics, and standards of proper maintenance and upkeep. No planting may be commenced by a Unit Owner anywhere on the Common Elements, including any Limited Common Elements adjoining a Unit, without the prior written approval of the Executive Board. Vegetables may be grown in containers on patios or decks within a Unit, and vegetable gardens may be planted and maintained on a Unit with the prior written approval of the Executive Board and in accordance with requirements set forth by the Executive Board from time to time.

39. No alterations or additional improvements of any kind may be erected or placed by a Unit Owner around or on the Common Elements, including Limited Common Elements, without the prior written consent of the Executive Board.

40. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.

41. Unit Owners must operate any fireplaces installed within the Units in strict accordance with manufacturers' specifications and instructions, and any applicable state or local statutes, ordinances or regulations, at all times.

BIKE PATH

42. The Bike Path shall be used only for proper recreational activities as determined from time to time by the Association and the homeowners' association of Brandywine Condominium . Proper recreational activities shall mean and be restricted to walking, jogging, in-line skating, bicycling and other similar activities at reasonable times and in a reasonable manner so as not to create a nuisance or unreasonably disturb the owners and occupants of Units within the Planned Community and/or Brandywine Condominium. The use of motorized recreational vehicles such as scooters, motorcycles, snowmobiles and all-terrain vehicles (ATVs), and the use of skateboards shall be strictly prohibited upon the Bike Path, except that motorized scooters and other similar devices for mobility-impaired individuals shall be permitted. No unlawful, immoral, improper, noxious or offensive activity shall be conducted upon the Bike Path, nor shall any disturbing or loud noises be permitted. Bike Path users shall keep the volume of any radio, CD player or similar device sufficiently reduced at all times so as not to disturb other Bike Path users or owners and occupants of the Community and/or Brandywine Condominium.

43. All garbage and trash shall be disposed of in proper receptacles in accordance with all applicable regulations of Hampden Township and any other governmental entity with jurisdiction over the Bike Path.

44. No personal property, including bicycles, shall be left unattended on the Bike Path. All personal property placed on any portion of the Bike Path shall be at the sole risk of the owner of such personal property, and the Association and the Brandywine Condominium homeowners' association shall in no event be liable for the loss, destruction, theft or damage to such personal property.

45. No animals except orderly domestic pets may be walked upon the Bike Path. All pets must be leashed and under the control of the pet owner at all times and no nuisance behaviors shall be permitted. Nuisance behaviors shall include, but not be limited to, unreasonable crying, barking, unhygienic offensiveness and aggressiveness.

46. All pets walked upon the Bike Path must be licensed and inoculated as required by law. Pet owners shall be fully responsible for all personal injuries and/or property damage caused by their pets.

47. All pet owners shall immediately clean up, remove and discard in a proper receptacle all animal excrement produced by their pets.