

EXHIBIT "D"

Initial Restrictions and Rules

The following restrictions and rules may be expanded, clarified or further defined by rules adopted pursuant to Article IV of the Declaration.

1. **Restrictions on Use.**

(a) Units shall be used only for single family residential purposes, and no business, trade, auction, garage or yard sale, moving sale, rummage sale, flea market or similar activity shall be conducted on any Unit, except that an Owner or occupant residing in the dwelling on a Unit may conduct business activities ancillary to a primary residential use within the dwelling so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling; (ii) the business activity conforms to all applicable zoning requirements; (iii) the business activity does not involve door-to-door solicitation of residents of the Community; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked within the Community significantly greater than that typical of dwellings in which no business activity is being conducted; (v) the business activity is consistent with the residential character of the neighborhood and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board; and (vi) the business activity does not increase the liability or property insurance obligation or premium of the Association.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time, (ii) such activity is intended to or does generate a profit, or (iii) a license is required.

The leasing of a dwelling shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by the Declarant or a Builder approved by the Declarant with respect to its development and sale of the Properties.

(b) No Unit or dwelling shall be made subject to or used for a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Unit or dwelling rotates among participants in the program on a fixed or floating time schedule over any period of time.

2. **Restricted Activities.** The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of any vehicles on streets, or parking of commercial vehicles or equipment, mobile homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than enclosed garages (except temporarily during loading and unloading); provided, temporary guest parking shall be permitted subject to such rules as the Board may adopt and provided, further, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area;

(b) Use of motorcycles, mopeds, motorized bicycles, motorized tricycles, go-carts, miniature cars or similar motorized vehicles other than those granted special permits by the Board. This subsection (b) does not restrict the use of motorized scooters or wheelchairs;

(c) Raising, breeding or keeping of animals, livestock or poultry of any kind, except that up to two dogs, cats or other usual and common household pets may be permitted in the dwelling on a Unit, and no more than four horses may be kept on Lot No. 21; however, those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other dwellings shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law;

(d) Any activity which emits foul or obnoxious odors detectable from outside the Unit boundaries or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of dwellings on other Units;

(e) Any activity which violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(f) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Unit;

(g) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Area or to the occupants of dwellings on other Units;

(h) Outside burning of trash, leaves, debris or other materials, except during the normal course of constructing a dwelling on a Unit;

(i) Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of dwellings on other Units, except alarm devices used exclusively for security purposes;

(j) Use and discharge of firecrackers and other fireworks;

- (k) Dumping of grass clippings, leaves or other debris, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond or lake, or elsewhere within the Properties, except that fertilizers may be applied to landscaping on Units provided care is taken to minimize runoff, and Declarant and Builders may dump and bury rocks and trees removed from a building site on such building site;
- (l) Accumulation of rubbish, trash or garbage except between regular garbage pick ups, and then only in approved containers;
- (m) Obstruction or rechanneling of drainage flows after location and installation of drainage swales, storm sewers or storm drains, except that the Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Unit without the Owner's consent;
- (n) Discharge of firearms, including "B-B" guns, pellet guns and other firearms of all types, regardless of size (however, the Board shall have no obligation to take action to prevent or stop such discharge);
- (o) On-site storage of gasoline, heating or other fuels, except up to five gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment. This provision shall not apply to any underground fuel tank approved pursuant to Article V;
- (p) Capturing, trapping or killing of wildlife within the Properties, except in circumstances posing an imminent threat to the safety of persons using the Properties;
- (q) Any activities which materially disturb or destroy the vegetation, wildlife, wetlands or air quality within the Properties or which result in unreasonable levels of sound or light pollution;
- (r) Conversion of any carport or garage to finished space for use as an apartment or other integral part of the living area of the dwelling on any Unit without prior approval pursuant to Article V;
- (s) Operation of motorized vehicles, other than wheelchairs and motorized scooters, on pathways or trails maintained by the Association, except that golf carts may be operated on cart paths intended for such purposes; and
- (t) Any construction, erection or placement of any thing, permanently or temporarily, outside of enclosed structures on the Unit, except in strict compliance with the provisions of Article V of the Declaration. This shall include, without limitation, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; hedges, walls, dog runs, animal pens or fences of any kind (other than invisible fences); and satellite dishes and antennas, except that:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, "Permitted Antennas") shall be permitted on Units, subject to such reasonable requirements as to location and screening as the reviewer may impose, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property.

3. Prohibited Conditions. The following shall be prohibited within the Properties:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Properties;

(b) Structures, equipment or other items visible outside of enclosed structures on the Unit which have become rusty, dilapidated or otherwise fallen into disrepair; and

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, rivers, ponds, wetlands or other ground or surface waters, except that Declarant and the Association shall have the right to draw water from such sources. This subsection shall may not be amended without the prior written consent of the Class "B" Member, if such exists.

4. Leasing of Units.

(a) "Leasing," for purposes of this Paragraph, is defined as regular, exclusive occupancy of a Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity or emolument. All leases shall be in writing and shall provide that the lessee and all occupants of the leased Unit are bound by the terms of the Governing Documents.

(b) Units may be leased only in their entirety; no fraction or portion consisting of less than the entire Unit may be leased. All leases shall be for an initial term of no less than six months, except with the prior written consent of the Board. Units may be leased only once during each calendar year unless otherwise approved by the Board. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. The Board may adopt reasonable rules regulating leasing and subleasing.

(c) All leases shall be in writing and shall provide that the lessee and all occupants of the leased Unit are bound by the terms of the Governing Documents. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within 10 days of execution of the lease. The Board, in its discretion, may require a security deposit from the Owner or lessee of the Unit. The Owner must make available to the lessee copies of the Declaration, By-Laws and the Restrictions and Rules.

EXHIBIT "E"

Recorded Easements and Licenses

In addition to the easements and covenants set forth in this Declaration, all or portions of the Community may be subject to easements and licenses contained in the following:

1. Covenants, conditions, and restrictions, omitting any racial restrictions, contained in Instrument No. 2008-23263.
2. Subject to building restriction lines, easements, rights of way, notes, terms, conditions, restrictions and other criteria as shown on the Plat (s) referred to in Book 2881, Page 1147.
3. Subject to Rights of Way and Easements for private and public utilities serving the insured property.
4. Agreement for Ingress and Egress at Book 1337, Page 12.
5. Right of Way to Columbia Gas Co. at Book 839, Page 593.
6. Right of Way to United Telephone Co. at Book 928, Page 386.
7. Agreement in Book 1180, Page 223.
8. Rights of Ways to South Penn Power Co. at Book 314, Page 63; Book 314, Page 59; Book 268, Page 122; Book 283, page 535.
9. Right of Way in Deed at Book 448, Page 97.
10. Right of Way to Franklin Transmission Co. at Book 233, Page 100.
11. Water Line Easement Agreement in Instrument No. 2010-24074.
12. Subject to building restriction lines, easements, rights of way, notes, terms, conditions, restrictions and other criteria as shown on the Plat (s) referred to in Instrument No. 2013-6609.

EXHIBIT "F"

Plan referred to in Instrument No. 2013-6609. Plat