

EXHIBIT D

Rules and Regulations

**RULES AND REGULATIONS
OF
LEHMAN'S CROSSING II, A PLANNED COMMUNITY**

GENERAL

1. Lehman's Crossing II Owners Association ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Executive Board.

2. Where in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any 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. Where in these Regulations reference is made to the Association, such reference shall include the Association and any Managing Agent when a Managing Agent is acting on behalf of the Association.

3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the buildings, public areas, drives, recreational areas, grounds, parking areas and any other appurtenances.

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

RESTRICTIONS ON USE

5. No part of the Community shall be used except as provided in Article VIII of the Declaration.

6. There shall be no obstruction of the Common Elements (Common Facilities and Controlled Facilities). 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.

7. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the Building or contents thereof applicable for residential use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the Building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Unit, storage area or Common Element. No waste shall be committed on the Common Elements.

8. All garbage and trash must be disposed of in a proper manner consistent with all applicable regulations of North Middleton Township 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. 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 Facilities. 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.

9. Except in the Limited Common Facilities 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, benches, chairs or other articles of personal property be left unattended in public areas, parking areas, lawns or elsewhere on the Common Elements.

10. Each Unit Owner shall keep his Unit in good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

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

12. 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 which 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 the Buildings or do or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners.

13. 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, doors, siding or masonry of such Unit. The prohibition herein includes without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, or any other items. Notwithstanding the foregoing, a Unit Owner may display not more than one (1) national or state flag on national holidays.

14. 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.

15. Patios and decks shall not be used unreasonably as storage areas. No 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.

16. Water beds shall be permitted; but ALL water damage to the Common Elements, Limited Common Facilities or other Unit Owner's Units, and the expenses incurred to correct the damage shall be paid for by the Unit Owner of the Unit in which the water bed was located when the water damage occurred.

STORAGE

17. 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

18. No leakage of gas, oil, antifreeze or other similar materials shall be permitted from any vehicle. 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.

19. 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.

ENTRY INTO UNITS

20. The Executive Board or Managing Agent, and any contractor or workman authorized by the Executive Board or the Managing Agent, may enter any room or Unit in a Building(s) 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 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 Association shall have the right to enter a Unit without prior notice to Unit Owner in the case of an emergency to alleviate damage to the Unit, an adjoining Unit, the Common Facilities or Controlled Facilities.

21. Employees and agents of the Association are not authorized to accept packages, keys, money (except for Community 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

22. All charges and assessments imposed by the Association are due and payable on the first day of each month, unless otherwise specified. Payments shall be made at the Community's principal office by check or money order, payable to the Association. Cash will not be accepted.

23. Complaints regarding the management of the Community or regarding actions of other Unit Owners shall be made in writing to the Managing Agent 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 Managing Agent or the Association.

CONSIDERATION IN USE OF UNITS

24. All radio, television or other electrical 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, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

25. Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause overflow of suds in any Unit or in any central waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

OTHER

26. No fences (to include sub-surface electronic fences), 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 Facilities, without the prior written consent of the Executive Board.

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

28. Snow removal from patios and decks is the responsibility of the Unit Owner.

29. Unit Owners who wish to install telecommunication devices, including small satellite dishes, must obtain a set of rules and regulations with respect to the installation and maintenance of such devices from the Association. Unit Owners are also required to notify the Association of any proposed installation.

30. Pursuant to the Declaration, Unit Owners may install storm doors on the exterior doors of their Units. Any such installations (or replacements of previously installed storm doors) shall be subject to the storm door requirements set forth in separate rules and regulations available from the Association. Unit Owners who wish to install storm doors must obtain a set of rules and regulations with respect to the installation and maintenance of storm doors from the Association. Unit Owners are required to notify the Association in advance of any proposed installation or maintenance and obtain advance approval of such installation or maintenance.

31. Pursuant to the Declaration, Unit Owners may install an awning system over the patio or deck of their Units. Any such installations (or replacements of previously installed awning system) shall be subject to the awning system requirements set forth in separate rules and regulations available from the Association. Unit Owners who wish to install awning systems must obtain a set of the rules and regulations with respect to the installation and maintenance of awning systems from the Association. Unit Owners are required to notify the Association in advance of any proposed installation or maintenance and obtain advance approval of such installation or maintenance.

32. Pursuant to Section 10.1.2 of the Declaration, the Executive Board maintains the right to add to, delete from and modify these rules and regulations, in a manner not in conflict with the provisions of the Declaration, concerning the use and enjoyment of the Property, as the

Executive Board may in its sole discretion see fit from time to time, subject to the right of the Association to change such Rules and Regulations. Copies of the current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

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Revised: