

AMENDED EXHIBIT "9"
THE COURTYARDS OF CARLISLE, A CONDOMINIUM COMMUNITY

RULES AND REGULATIONS
December 08, 2014

The following Rules apply to all owners and occupants of Units:

Article I – Use of Units Affecting Common Elements

Section 1.1. Occupancy Restrictions. Units are limited to occupancy by single families as defined in the Declaration. For use and occupancy restrictions, please see Article X of the Declaration.

Section 1.2. No Commercial Use. Except for those activities conducted as a part of the marketing and development program of the Declaration, no industry, business, trade, or commercial activities, other than home professional pursuits without employees, public visits, or nonresidential storage, mail, or other use of a Unit, shall be conducted, maintained, or permitted on any part of the Condominium. No signs, window displays, or advertising, except for a name plate or sign not exceeding nine square inches in area, on the main door to each Unit, shall be maintained or permitted on any part of the Common Elements or and Unit. No Unit shall be advertised as being used or rented for transient, hotel, or motel purposes. One individual "For Sale" sign not exceeding four (4) square feet may be posted in mulched shrub/flower bed area of the common elements immediately in front of the unit. 72 hours prior to an 'Open House', a sign not exceeding 36"x24" may be placed on the curb entrance to the individual courtyard of the unit for sale. 'Open House' sign must be removed immediately after the event has concluded. Directional signs for 16,18,20,22,24,26 & 28 Court Lane; 55,57,59,77 & 79 Courtyard Drive; 111,113 & 115 Courtyard Drive may be placed along Court Lane/Courtyard Drive. No other directional realtor or for sale signs are permitted to be placed. All other signage, including political campaign signs, are subject to the same restrictions as 'For Sale' signs. All political signage must be removed immediately after election.

Section 1.3. Electrical Devices or Fixtures. No electrical device which creates electrical overloading of standard circuits may be used without permission of the Board. Misuse or abuse of appliances, circuits, or fixtures within a Unit which affects other Units or the Common Elements is prohibited. Any damage resulting from this misuse shall be the responsibility of the Unit Owner from whose Unit it was caused.

Section 1.4. Decorative Displays Outside of Units. Unit Owners shall not cause or permit anything other than conventional draperies, curtains, blinds and seasonal holiday decorations to be hung, displayed, or exposed at or on the outside of windows or attached to the building. Seasonal holiday decorations must be removed within 30 days of the holiday. Any additional decorations or lawn ornaments must be approved by the Board. The Board shall be deemed to be the final judge of all aesthetic matters and shall act in its sole discretion without any liability to any unit owner or tenants.

Section 1.5. Color of Exteriors. Owners shall not paint, stain, or otherwise change the color of any exterior portion of any building.

Section 1.6. Cleanliness. Unit Owners shall keep their Units in a good state of preservation and cleanliness inside, as well as outside patio/porch areas.

Section 1.7. Electrical Usage. Total electrical usage in any Unit shall not exceed the capacity of the circuits as labeled on the circuit breaker boxes.

Article II – Use of Common Elements

Section 2.1. Obstructions. There shall be no obstruction of the common Elements, nor shall anything be stored outside of the Units without the prior consent of the Board, except as expressly provided. Patio furniture, consisting of all-weather chairs and tables and barbecue grills, are permitted, provided that they remain in good condition and contained within the patio area. All potted plants must be contained within the mulched area. All hoses must be coiled or stored in a hose cart/caddy. Unit residents are responsible for maintaining the conditions listed. Contractors will not remove personal property to perform their contracted tasks.

Section 2.2. Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements, interfere with their proper use by others, or commit any nuisances, vandalism, or damage on or to the Common Elements. Parking, driving, etc. on common ground grass areas is strictly prohibited.

Section 2.3. Alterations, Additions, or Improvements to Common Elements. No alterations, decorations, ornaments, additions, or improvements may be made to the Common Elements without the prior consent of the Board or the committee established by the Board, if any, having jurisdiction over these matters. An Exterior Alterations Request Form is required to be submitted to the Board for consideration and written approval before any action is initiated by applicant. The Board shall be deemed to be the final judge of all aesthetic matters and shall act in its sole discretion without any liability to any unit owner or renter. No clothes, laundry or any other kind of articles shall be hung outside, attached to, exposed or placed on the outside walls or doors of a building. No sign, awning, canopy, shutter, antenna, or satellite dish shall be affixed to or place upon the exterior walls, doors, roof or any part thereof or exposed on or at any window without the written consent of the Association. A Unit Owner requesting a satellite dish location will be responsible for the cost of installation thereof at the location specified by the Association and shall further be responsible for any infiltration, leaks or damage caused by the installation, operation, or maintenance of the satellite dish. The Unit Owner shall be required to execute an acknowledgement of said responsibility.

The following items are commonly requested and approved by the Board:

- storm door – must be a white, ¾-full view glass/screen door
- door kick plate to bottom of door – shiny brass only
- motion lights-placement & style must be submitted for approval
- street numbers on patio fence-must be black & no more than 6” in height

- enlarge patio area towards a/c units with pavers-detailed sketch including placement of any trees, shrubs & flowers you plan to include. Enlargement may not exceed 3' outside the patio fence.
- enlarge flower bed-detailed sketch including placement of any trees, shrubs & flower you plan to include. Enlargement not to exceed 2' from the unit & must be clearly defined from the common elements.
- privacy fence between patios-placement & style must be submitted for approval
- sidewalk lights-not to exceed 18" in height & must not be placed in any common grass area (only in mulched beds)
- patio fences-must be white vinyl for replacement. Existing wooden fences must be stained natural or painted white.

Article III – Actions of Owners and Occupants

Section 3.1. Annoyance or Nuisance. No noxious, offensive, dangerous, or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants or which may interfere with their peaceful enjoyment of the Common Elements for the purposes for which they were designed. No Unit Owner or occupant shall make or permit any disturbing noises or nuisance activities or do or permit anything to be done that will interfere with the rights, comforts, or convenience of other Unit Owners or occupants. No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate, or suffer to be operated, an engine, device, phonograph, television set, or radio at high volume or in any other manner that shall cause unreasonable disturbances to other Unit Owners or occupants.

Section 3.2. Compliance with Law. No immoral, improper, offensive, or unlawful use may be made of the Property. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Pennsylvania, and with all ordinances, rules, and regulations of the Borough of Carlisle. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs, and prosecutions for any violation or noncompliance.

Section 3.3. Pets. Breeding of any animals for commercial gain is forbidden. No more than 2 dogs and/or 2 cats permitted in any Unit. However, the following shall be required of all Owners: CATS – shall be kept within unit. Owners are prohibited from allowing cats to roam outdoors unless on a leash controlled by the owner. DOGS – shall not be permitted outdoors unless on a leash. Owners shall pick up and properly dispose of their dog's waste immediately. OTHER ANIMALS: Unit Owners and Unit Occupants are prohibited from feeding, watering, sheltering or housing any feral or stray animals in any portion of a Unit, including, but not limited to, garages, patio areas, sheds or the Common Elements. It shall be every Unit Owner's obligation and responsibility to report violations of this Section to the Assn's Mgmt. Agent. A first violation shall result in a warning notice. Any subsequent violations may result in the levy of monetary fines. Continued violations may result in a determination by the Board that a Unit Owner must remove a pet or other animal from the Unit and Condominium Property following written notice and an opportunity to be heard. Any Unit Owner's or Occupant's pet that causes or creates a nuisance or an unreasonable disturbance or noise, as determined by the Board, shall subject the Unit Owner to the same series of warnings, fines, or animal removal from the Unit and Condominium Property as indicated above. Unit Owners shall be responsible for ensuring that all Unit Occupants comply with this Section. Unit Owners shall hold the Association harmless from

any claim resulting for any action of the Unit Owner's or Unit Occupant's pet(s). In addition to the foregoing remedies, the Association may pursue injunctive or declaratory relief to enforce these Rules.

NOTE: The above Section 3.3. Pets carries the weight of the Rule of Law as supported by the Uniform Condominium Act of Pennsylvania and supersedes any and all County or Borough Ordinances.

Section 3.4. Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees, or licensees.

Section 3.5. Employees of Management. No Unit Owner shall send any employee of the manager off the Property on any private business of the Unit Owner, nor shall any employee be used for the individual benefit of the Unit Owner, unless in the pursuit of the mutual benefit of all Unit Owners, or unless pursuant to the provision of special services for a fee to be paid to the Association.

Section 3.6. Lint Filters on Dryers; Grease Screens on Stove Hoods. All dryers will have lint filters, which will remain installed and prevent lint from accumulating in the vent duct. All stove hoods will have grease screens, which will remain installed and prevent grease for accumulating in the vent duct. All filters and screens will at all times be used and kept clean and in good order and repair by the Unit Owner. The dryer vents will be cleaned by a contractor hired by the Association on a phase/year basis.

Article IV – Insurance

Section 4.1. Increase in Rating, Cancellation. Nothing shall be done or kept which will increase the rate of insurance on any of the buildings or their contents without the prior consent of the Board. No Unit Owner shall permit anything to be done or kept on the Property which will result in the cancellation of insurance coverage on any of the buildings or their contents or which would be in violation of any law.

Section 4.2. Rules of Insurance. Unit Owners and occupants shall comply with the rules and regulations contained in any fire and liability insurance policy on the Property.

Section 4.3. Reports of Damage. Damage by fire or accident affecting the Property, and persons injured by or responsible for any damage, fire, or accident must be promptly reported to the property manager by any person has knowledge of the damage.

Section 4.4. Individual Unit Owner Insurance. All Unit Owners are required to provide proof of insurance to the management company for the Association. The Association is required to be listed as a 'Certificate Holder' on the Unit Owners' policy so as to provide the Association with notification of renewal or cancellation.

Article V – Rubbish

Section 5.1. Trash Storage. No storage of trash will be permitted outside of a Unit. All trash receptacles including but not limited to trash/garbage cans/barrels, recycling bins, cardboard or wood boxes, and plastic garbage bags, shall be stored within the Unit, the Unit's

garage, the Unit's shed (built for the purpose), or within the patio fence, until brought to the curb for collection.

Section 5.2. Trash Collection. All trash cans/barrels, plastic garbage bags, recycling bins, receptacles containing trash or any item(s) intended for collection shall be placed curbside for collection and shall not be placed on sidewalks or courtyard driveways. No trash can/barrel, plastic garbage bag(s), recycling bin, or other trash receptacle shall be placed curbside EARLIER THAN THE EVENING BEFORE THE DESIGNATED DAY OF COLLECTION. A Unit Owner or Unit Occupant who places trash curbside more than 24 hours before the designated day of collection shall be in violation of the Regulation.

Section 5.3. Exception. The only acceptable exception to Section 5.2. shall be a Unit Owner or Unit Occupant who will be out of town prior to the evening of the designated next day collection. In this event, you are required to contact the property manager.

Article VI – Motor Vehicles

Section 6.1. Trucks, Trailers, and Commercial Vehicles. Trucks and other vehicles having more than four tires, trailers, and commercial vehicles are prohibited in the parking areas and driveways, except for temporary loading and unloading for periods not in excess of 10 hours, or as may be designated by the Board. Construction equipment used in the actual repair, construction, or maintenance of the Property will not be so restricted during use.

Section 6.2. Compliance with Law. All persons will comply with Pennsylvania Laws, Department of Motor Vehicles regulations, and applicable local ordinances on the roads, drives, and property.

Section 6.3. Limitations on Use. The use of Limited Common Element driveways is limited to use by the occupant of the Unit to which it is assigned as a Limited Common Element and their guests. Over-flow parking areas are designated and marked accordingly. No unit owner or guest is permitted to park vehicles of any kind anywhere other than those areas designated. Parking is available on Courtyard Drive, Court Lane, North West Street and Franklin Street, as well. No vehicles are permitted to park or drive on any portion of the grassy common elements.

Section 6.4. Snowmobiles, Off-Road and Unlicensed or Immobile Vehicles. Snowmobiles, off-road vehicles including trail bikes, jeeps, and other four-wheel-drive vehicles not used in maintenance are prohibited, except where licensed and equipped for passage on public highways and actually used by licensed drivers on the paved portions of the Property. Except for other motor assisted bicycles and wheel chairs, as permitted by state law, all highway vehicles used or parked on the Property shall have current registration and inspection and be licensed, properly equipped and in operating condition for safe travel on the public highways of the state. Any vehicle remaining immobile in excess of 48 hours may be removed at the vehicle owner's expense.

Article VII – General Administrative Rules

Section 7.1. Consent. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 7.2. Complaint. Any formal complaint regarding the management of the Property or the actions of other Unit Owners shall be made in writing to the Board or to an appropriate committee.

Section 7.3. Door Knob Hanger Notices. A notice of service shall be on your door at the time of service. Contractors are required to remit the copy to the Managing Agent to be placed in your file. Violation notices pertain to infractions of the Condominium Documents and are to bring your attention to the infraction and include the corrective action to be taken.

Article VIII – Notice – Penalties – Appeal

Section 8.1. Authority. The Bylaws, Article Seven, Powers of the Association, 7.01.k, states: The Association may impose charges for late payment of assessments, and, after notice of an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, and Rules and Regulations of the Association.

Section 8.2. Notice. To protect and preserve the rights and privileges of every member of the Association, the Board of Directors has determined that voting privileges of any unit owner whose monthly assessments exceed 45 days past due shall be forfeited until such time as their monthly assessments are paid. The Managing Agent shall notify any owner 45 days past due and their voting privileges have been revoked.

Section 8.3. Notice/Penalties. When the Board of Directors has determined that a Unit Owner is in violation of the Declaration, and/or Bylaws, and/or the Rules and Regulations of the Association, a member of the Board or the property manager, pursuant to Board's instruction, shall place a door knob hanger or mail a letter of warning for 1st violation. Board Meetings are held on the 3rd Monday evening of each month, starting at 6:00 p.m. After the Board's determination that the violation has continued, property manager shall mail notice of 2nd notice via certified mail, which shall include a violation fine – payable within ten (10) days, if applicable. The board meetings are the 'opportunity to be heard' as stated in Section 8.1 hereinabove.

Section 8.4. Appeal. If the Unit Owner wishes to appeal the Board's decision to issue fines for the violations, said Unit Owner must appear at the next regularly pre-scheduled Board Meeting and present his/her case to the Board (3rd Monday of each month, starting at 6:00 p.m.). At that meeting, the Board shall make a determination. The Unit Owner shall receive confirmation of that determination in writing within ten (10) days of the determination.

Section 8.5. Enforcement/Penalties. Enforcement of the Condominium Documents is the Board's fiduciary responsibility. Failure to claim the certified letters mailed shall be deemed a violation of these Rules and Regulations. The process that will be used for notifying violators is as follows:

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1st Violation: Letter stating the violation and a deadline (if applicable) to have the situation remedied.

2nd Violation: Certified Letter stating the violation and a deadline (if applicable) to have the situation remedied and a violation fine of \$50.

3rd Violation: Certified Letter stating the violation and a deadline (if applicable) to have the situation remedied and a violation fine of \$100.

4th Violation: Certified Letter stating the violation and a deadline (if applicable) to have the situation remedied and a violation fine of \$150.

Subsequent Violations: Will be handled as the majority of the boards feels fit.