

Exhibit [D]

NORTHBROOK COMMUNITY

RULES AND REGULATIONS

To promote harmony among neighbors, maintain property values and to enhance the enjoyment of dwellings in NORTHBROOK, A PLANNED COMMUNITY (referred to below as the "Community"), all Owners (for both Townhomes and Detached Homes except where noted) as defined in the Declaration of Planned Community for Northbrook), occupants and their guests and invitees shall abide by the following Community Rules and Regulations:

1. Vehicles

(a) Motorbikes, all-terrain vehicles, go-karts, snow mobiles and similar recreational vehicles may not be operated in the Community; except that licensed motorcycles and scooters quietly operated by licensed drivers may be driven to and from a dwelling being occupied or visited by the driver.

(b) Vehicles must travel along the streets at a speed not exceeding twenty-five (25) miles per hour unless otherwise posted. All vehicles operated upon the streets are to be operated to avoid unnecessary noise and/or danger to others.

(c) Vehicles may not park or stop in a way which impedes or prevents vehicular traffic or ready access to any driveway. No inoperable or unlicensed vehicle may be parked outside of any garage for more than forty-eight (48) hours. Vehicles are not to be parked upon any areas not created for vehicle parking.

(d) Travel trailers, boats, vans, trucks and other recreational, commercial or special purpose vehicles, equipment or items, except for the temporary purpose of loading, unloading, construction or rendering services, are prohibited unless such vehicles, equipment or items are kept completely garaged with the garage door fully closed.

(e) The Northbrook Community Association (hereinafter referred to as the "Association") has the right to cause any vehicle not complying with these regulations to be moved or towed as necessary, at the offending Owner's or operator's expense and without liability for damage caused to the moved or towed vehicle.

2. Open Spaces, Common Facilities and Streets

(a) Owners and occupants may not undertake open space maintenance or alteration without the Association's written approval. As used herein, the term "Common Area" means any common area or facility or other open space within the Community.

(b) No basketball backboards (nets), street hockey goals, other sporting equipment, or toys shall be erected, placed or permitted in any Common Area, except upon such portions of any Common Area as are explicitly designed for such a recreational use at such times as are designated by the Association. Any such equipment shall be removed promptly from such

Common Area after the conclusion of the recreational activity, and shall not be left in place overnight.

(c) No lawn chairs, tables, barbecues, or other items may be placed upon or within any Common Area except at such times and places as the Association may allow, and shall be removed promptly from such Common Area after the conclusion of the activity, and shall not be left in place overnight.

(d) No fires may be caused or permitted upon the Common Area except pursuant to the Bethel Township Outdoor Burning Ordinance and with prior written consent of the Association.

(e) No refuse whatsoever, including leaves and cuttings, is to be placed upon the Common Area unless bagged or cut and bundled in lengths of less than 3 feet, which then may be placed curbside for regular trash pickup.

3. Homes (except as noted, this section refers to both Townhomes & Detached Homes)

(a) Owners and occupants may not permit any sign to be displayed, or any rug, laundry, antenna, fan, air-conditioner, wire, or other object to be attached, hang or protrude from any roof, wall, window, door, deck, or railing except the foregoing does not prohibit the display of customary holiday decorations, the American flag, customary "for sale" or "for rent" signs, or "team support" signs during the weekend of the event only. Permanent outside clothes lines or posts are not permitted. Holiday decorations must be taken down within 30 days after the official end of the holiday.

(b) All screens, storm doors, window coverings and windows not installed by the Developer and visible from the streets are subject to the Association's prior written approval as to appearance, design, materials, and manner of installation.

(c) No exterior shades, awnings, or window guards visible from the streets may be used except with the Association's written approval.

(d) Shutters and window grids installed by the Developer are not to be removed from any window.

(e) Except as otherwise set forth herein, bicycles, toys, playhouses, swings, sporting equipment, street hockey nets, garbage cans, tires, tools, ladders, barbecues and other ancillary household, outdoor or recreational items may not be stored or left outside of the front or side of any dwelling, and shall not be left outside overnight, but shall instead be stored inside a garage or behind a dwelling in an area screened by a privacy fence. Any such items stored in the rear of any dwelling shall be subject to removal at the request of the Association.

(f) Except for the Detached Homes, basketball nets may be used only during reasonable daylight hours and should be stored when not in use. Owners are responsible for damages to neighboring property or vehicles caused as the result of play.

(g) No noxious odors are permitted, no offensive activities carried out, nor shall anything be done that becomes an annoyance or nuisance to other residents. Fire pits of a permanent nature are not permitted; use of temporary fire pits are allowed subject to smoke not affecting

neighbors and in compliance with local fire code.

(h) Television, radio and other electrical devices subject to volume control may not be played above moderate levels. However, this does not prohibit occasional large parties or holiday celebrations from time to time which shall be subject to prior written approval by Association.

(i) Garbage, trash, recycling and other refuse will be kept in tight, enclosed containers stored out-of-sight except for collection and removal purposes. Such containers shall be stored in an Owner's garage and shall not be stored in front, on the side or in the rear of any dwelling. Such containers may only remain outside for collection and removal purposes from 5:00PM EST the day prior to collection to 12:00 Noon EST the day after collection.

(j) Except for mowing and mulching of trees/gardens performed by landscaper, Owners of Townhomes are responsible for all other maintenance including trimming of shrubs, maintaining the garden area in the front of a dwelling, pulling of weeds, trimming of tree branches that overhang sidewalks or interfere with street lamps, and generally maintaining a neat and cared for appearance. Vegetable vines and stalks are not permitted in the front of any home (including garden areas). Owners of Detached Homes are responsible for all maintenance and must also generally maintain a neat and cared for appearance. Except as otherwise approved by the Association, no Owner may remove all or substantially all of the landscaping from the front of the dwelling.

(k) Each Owner is responsible for maintaining and repairing their dwelling or lot at personal expense. Each unit shall be maintained in good repair and cleanliness, including but not limited to periodic: a) Repainting of doors & shutters consistent with colors originally used by the developer, b) Spray washing of exterior walls to eliminate dirt and mold, c) Staining of decks in colors blending with the community, d) Sealcoating of driveways to prolong life, e) Replacement of missing stones on walls, etc.

(l) Dwellings, decks, and other improvements must be maintained in their original configuration and outward appearance including, without limitation, the color of all surfaces exposed to outside view, and the type of trim, shutters, downspouts, gutters, windows, doors, siding and roofing materials. No structural change, addition, or landscaping modification may be commenced until the plans have been approved by the Architectural Review Committee (see Architectural Guidelines).

(m) Solar or electric powered accent or landscape lighting of a reasonable type and in a reasonable amount are permitted in the front garden area of each dwelling.

4. Pets

(a) No more than four (4) ambulatory pets (of which no more than two may be dogs unless approved in writing by the Association) may be kept by any Owner. All dogs, cats and other permissible pets must be confined inside with windows and doors closed if they otherwise make noise reasonably annoying to neighboring residents.

(b) Pets are permitted to run upon their Owner's Lot provided they are either leashed or are otherwise limited to the boundaries of their Owner's Lot. Outdoor fences, shelters, pet houses, pens or runs are not permitted.

(c) Pets are permitted upon Common Areas designated by the Association, only if

leashed. All Owners, guests, invitees, agents and others shall accompany the animal in their charge at all times, and shall carry with them devices necessary to pick up any pet excrement; which shall be removed immediately in a sanitary fashion. Any failure to pick up after pets or have an unleashed pet will be subject to immediate fine.

5. Enforcement

The Association shall have the right to enforce these Rules and Regulations against any Owner or occupant violating them and may levy penalties against such Owner as stated in the Declaration or specified by Board Resolution. If necessary to abate violations of rules or to make repairs, the Executive Board shall have a right of access to each property and may recover damages including by enforcing a lien against the Unit. The Association may at the expense of the Owner of any dwelling occupied by a tenant who has violated any of these Rules and Regulations, terminate occupancy of the dwelling by such person and all others, and change the locks to the dwelling to enforce such termination, all in accordance with the requirements of Pennsylvania law governing such matters

Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6. Miscellaneous

Additional regulations and requirements (such as individual insurance, allowable usage, parking restrictions) are listed in Exhibit [B] "Declaration of Covenants and Restrictions" and Exhibit [E] "Architectural Design Guidelines". These Rules and Regulations shall be read and interpreted with such Exhibits. In the event of any inconsistency between such Exhibits and these Rules and Regulations, the Association shall be permitted to make any determinations in its sole discretion.

At any time, the Association may amend these Rules and Regulations. The Association may delegate any of its responsibilities hereunder to its managing agent (if any), except that only the Association may amend these Rules and Regulations. Any consent or approval given by the Association or its managing agent under these Rules and Regulations may be revoked or modified.