

RULES AND REGULATIONS
OF
WESLEY MEWS CONDOMINIUM

GENERAL

1. Wesley Mews Condominium Association (the "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. Wherever 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. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and any Managing Agent acting on behalf of the Association.

3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the Condominium, including the Common Elements, Limited Common Elements and the Units.

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 Condominium shall be used by or through a Unit Owner for any purpose except housing and the common purposes for which the Condominium was designed, except for such accessory uses as may be authorized by the Executive Board pursuant to Article VIII of the Declaration. Each Unit shall be used as a residence for a single family, its servants and guests.

6. 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.

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 trash and recyclables must be disposed of in a proper manner consistent with all applicable regulations of Lower Allen Township and any other governmental entity with jurisdiction over the Property. All trash must be placed in closed plastic bags or other closed containers. No trash, recyclables or any containers therefor shall be visible from the exteriors of the Units, except when placed at curbside for collection. No trash, recyclables or containers therefor may be placed or otherwise stored on any Common Elements or Limited Common Elements, including balconies and patios. Trash and recycling containers may not be placed curbside before dusk on the day immediately before the regularly scheduled pickup day and must be removed by the end of that pickup day. Each Unit Owner will be billed directly for trash removal service, unless or until time that the Association enters into a private contract for those services to the Condominium. In that event, the prorata cost of trash removal services will be added to the common expense assessments charged against the Units. Unit Owners must make private arrangements for the removal of large household items from their Units.

9. Except in the 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. No "For Sale," "For Rent" or "For Lease" signs, window displays or advertising shall be maintained or permitted on any part of the Condominium 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 any Managing Agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such mortgagee, but in no event will any sign be larger than one foot by two feet.

15. White or off-white backed draperies or curtains, or white or off-white miniblinds or venetian blinds acceptable to the Executive Board must be installed by each Unit Owner on all windows of his or her Unit and must be maintained thereon at all times.

16. 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, flags, awnings, canopies, shutters, radio or television antennas,

TV dish receivers, or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her Unit. 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. Patios shall not be used unreasonably as storage areas. No patio 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.

17. Water beds shall be permitted; but all water damage to the Common Elements, Limited Common Elements 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.

PET RULES

18. No animals except small, domesticated orderly dogs weighing less than forty pounds, cats, and birds, 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. No more than two dogs or cats, or one dog and one cat, in a Unit at any time. No animals may be kept or maintained outside of a Unit. Nothing contained herein shall prohibit a visually impaired owner or occupant from keeping a seeing-eye dog in his or her Unit.

19. A pet may be maintained in a Unit so long as it is not a nuisance. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness.

20. All pets must be licensed and inoculated as required by law and registered with the Association office.

21. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

22. 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

WESLEY MEWS CONDOMINIUM ASSOCIATION

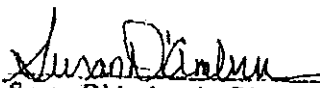
Action by Consent in Lieu of a Special Meeting of the Board of Directors

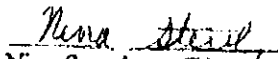
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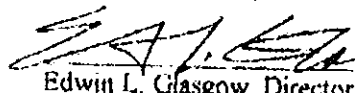
The undersigned, constituting the Board of Directors of Wesley Mews Condominium Association, a Pennsylvania corporation, by unanimous consent in writing, without the formality of convening a meeting does hereby consent to the following action of this corporation:

RESOLVED, Section 18. of the Rules and Regulations of the Public Offering Statement is hereby amended to read:

"No animals except small, domesticated orderly dogs weighing less than ~~sixty~~ pounds, cats and birds 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. No more than two dogs or cats, or one dog and one cat, in a Unit at any time. No animals may be kept or maintained outside of a Unit. Nothing contained herein shall prohibit a visually impaired owner or occupant from keeping a seeing-eye dog in his or her Unit."


Susan D'Ambrosia, Director


Nina Sternberg, Director


Edwin L. Glasgow, Director


Elena S. Wiseman, Director

Constituting the Entire Board of Director

to keep any animals 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, stakes or runs or use any patios or balconies, for the purpose of securing a space either temporary or permanent for any domestic animal. Domestic animals must be accompanied by an individual and maintained on a leash at all times. The animals can be walked only in the designated areas approved by the Executive Board. No animals, including cats, shall be allowed to roam freely about any Limited or Common Elements. Unit Owners shall be responsible for cleaning up, removing and discarding in the proper receptacles, all animal excrement produced by their animal immediately when walking the animal.

STORAGE

23. 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

24. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks (except small pick-up trucks), trailers, boats, recreational, commercial or other oversized vehicles shall be parked anywhere within the Condominium. Each vehicle must have a current registration, inspection sticker and license plate and must be in operating condition. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached. No leakage of gas, oil or antifreeze shall be permitted anywhere within the Common Elements, including the Limited Common Elements. 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.

25. 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.

26. Vehicle parking is permitted only in designated parking areas, and parking so as to block sidewalks or driveways is not permitted. No parking is permitted on the common drives. 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 Condominium, 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 liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

27. During such time as Declarant owns Units within the Condominium and maintains a model or sales office, Unit Owners may not use the parking spaces reserved by Declarant for prospective purchasers and others visiting the model or sales office during business hours.

ENTRY INTO UNITS

28. The Executive Board or any Managing Agent, and any contractor or workman authorized by the Executive Board may enter any 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.

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

30. 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 Condominium's principal office by check or money order, payable to the Association. Cash will not be accepted.

31. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to 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

32. All persons shall be properly attired when appearing in any of the public spaces of the Condominium.

33. 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.

34. 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.

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

OTHER

36. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements, including the Limited Common Elements adjoining each Unit, unless done in an attractive manner consistent with an overall landscaping plan for the entire Condominium, and subject to the decision of the Executive Board as to all questions of aesthetics, and standards of proper maintenance and upkeep.

37. No 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 Elements, without the prior written consent of the Executive Board.

38. No indoor-outdoor carpeting or turf-style floor covering may be placed on any patio not surrounded by a privacy fence or enclosure or on any unenclosed balcony.

39. Unit Owners must keep those components of the balconies and patios which are to be maintained by the Unit Owners in excellent condition at all times, in accordance with the standards of appearance established by the Association.

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

41. Snow removal in the Limited Common Element patios, balconies, driveways, and service walks is the responsibility of the Unit Owner.

SECOND FLOOR UNITS

42. All of the floor space (exclusive of kitchens, bathrooms and laundry/mechanical rooms) contained in any Unit located on the second floor of any Building shall be covered by carpeting or other similar materials to reduce noise affecting the owners and occupiers of the Unit located on the first floor of the Building.

WESLEY MEWS CONDOMINIUM ASSOCIATION

RESOLUTION TO BYLAWS

* November 13, 2003

The undersigned constituting the Board of Directors of Wesley Mews Condominium Association, a Pennsylvania corporation, does hereby consent to the following actions of this corporation:

RESOLVED, Section 16 of the Rules and Regulations of the Public Offering Statement is hereby amended to read:

*"No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit and/or Common Elements appurtenant thereto, including but not limited to through or upon windows, doors, siding or masonry of such Unit and lawns and mulched areas. The prohibition herein includes without limitation, laundry, clothing, rugs, signs, flags, awning canopies, shutters, radio or television antennas, or other items. TV dish receivers may be installed with the prior approval of the Executive Board with regard to size, which may not exceed 24" and location. One American Flag of moderate size (approximately 3' x 5') or smaller, may be displayed at each Unit. Inconspicuous roll-up "bamboo type" blinds may be installed on porches. These should be of "almond" or "natural" color, and should be rolled up when not in active use. * A Unit Owner may place one thistle-seed bird-feeder in a mulched area near his or her Unit. Upon request, a simple brass mail slot (maximum 11" x 2" slot with total measurement of 13" x 3 1/2") may be installed through the front door of any Unit. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her Unit. 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. Patios shall not be used unreasonably as storage areas. No patio 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."*

Michele Shannon

Michele Shannon, Director

April 20, 2004

Date

Edward Sheptak

Edward Sheptak, Director

April 20, 2004

Date

Virginia Springen

Virginia Springen, Director

20 April 2004

Date

Bill Thomas

Bill Thomas, Director

4/20/04

Date

Curt Plowman

Curt Plowman, Director

4-20-04

Date

Constituting the Entire Board of Directors

WESLEY MEWS CONDOMINIUM ASSOCIATION
RESOLUTION TO BYLAWS
Effective December 1, 2005

In accordance with Section 4 of the Rules and Regulations of Wesley Mews Condominiums, "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".

IT IS HEREBY RESOLVED that, by majority vote of the homeowners at the Wesley Mews Condominium Association Meeting held November 10, 2005, the following Resolution is hereby approved and adopted to be incorporated into the Rules and Regulations of the Wesley Mews Condominium Association as follows:

From the formal date of amendment forward, only the owner of a condominium unit and that owner's immediate family shall be permitted to occupy the owner's unit.

Rental to anyone, subletting to anyone, assignment to anyone and any other procedure that would allow anyone but the owner of the unit to occupy the unit shall be prohibited. Those owners who have persons other than themselves occupying their unit prior to the date of this amendment shall be permitted to continue such arrangements to the conclusion of the lease or other governing document.

Owners who have rented, sublet, assigned or otherwise caused persons other than themselves to occupy their unit shall provide to the Association a copy of the lease, contract or other governing document for that transaction within ten (10) days from the adoption of this bylaw. If there is no written document governing such transaction, the tenant or other non-owner occupier shall vacate the unit within sixty (60) days from the date of the adoption of this bylaw.

By: The Wesley Mews Condominium Association
Executive Board of Directors

Michele Shannon
Michele Shannon

11/23/05
Date

Edward Sheptak
Edward Sheptak

11/22/05
Date

Curtis Plowman
Curtis Plowman

11-28-05
Date

Jerry Diemer
Jerry Diemer

11/27/05
Date

Cynthia Downing
Cynthia Downing

11/23/05
Date