

**TOWNHOUSE DECLARATION OF COVENANTS,  
RESTRICTIONS, EASEMENTS, CHARGES AND LIENS  
RIVERWOODS AT NEW HOPE**

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, by RIVERWOODS ASSOCIATES, L.P., a Pennsylvania limited partnership, hereinafter referred to as "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the owner of the real property located in the Borough of New Hope, County of Bucks, Commonwealth of Pennsylvania, and specifically described in the legal description attached hereto and marked as Exhibit "A" (hereinafter "Premises"), upon which Premises Declarant, or its successors and assigns, intends to construct townhouse residences and amenities for the benefit of the residents of same, in accordance with the subdivision plans approved by the Council of New Hope Borough (hereinafter "Townhouse Section" or "Section"); and

WHEREAS, said Townhouse Section is part of an overall Planned Community known as Riverwoods at New Hope, a Planned Community ("Community") which Community is subject to a certain Declaration of Planned Community, recorded on October 30, 1997 in the Office of the Recorder of Deeds for Bucks County in Doylestown, Pennsylvania at Land Record Book 1479, page 0509, (hereinafter "Community Declaration"); and

WHEREAS, Declarant has recorded an amendment to the Community Declaration including the Premises in the Planned Community and subjecting it to the provisions of the Community Declaration pursuant to Article IX, Section 9.9 of the Community Declaration, which Amendment was recorded on \_\_\_\_\_ in the Office of the Recorder of Deeds for Bucks County in Doylestown, Pennsylvania at Land Record Book \_\_\_\_, page \_\_\_\_; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said Section, and for the maintenance of said amenities; and to this end, desires to subject the Premises described in Exhibit "A" to the covenants, restrictions, easements, charges and liens set forth in this Townhouse Declaration, each and all of which is and are for the benefit of the Premises and each owner thereof; and

WHEREAS, Declarant has deemed it desirable to impose certain covenants, restrictions, easements, charges and liens upon the Townhouse Section and Owners of Lots within this Section, and to impose certain responsibilities upon the Community Association referred to hereinbelow as The Riverwoods at New Hope Community Association, with regard to matters uniformly affecting the said Owners.

NOW, THEREFORE, Declarant declares that the real property described in Exhibit "A", is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as covenants and restrictions) hereinafter set forth, intending that all of the provisions of this Townhouse Declaration are to create mutual equitable servitudes upon each of the said Lots regarding maintenance of the amenities of the Section in favor of each and all other Lots, and to create reciprocal rights between the respective owners of all said Lots. All of said provisions shall, as to the Owner of each of the said Lots, his heirs, successors or assigns, operate as covenants running with the land for the benefit of each and all other of the respective Owners of Lots in the Townhouse Section.

## ARTICLE I DEFINITIONS

1.1 Unless a different definition is set forth in this Townhouse Declaration, terms used herein shall have the meaning specified for such terms in the Community Declaration.

1.2 The following words, when used in this Townhouse Declaration or any amendment hereto (unless the context shall prohibit) shall have the following meanings:

a. "Community Association" shall mean the Riverwoods at New Hope Community Association, a Pennsylvania non-profit corporation, which is the association of all owners within the Community.

b. "Community Bylaws" shall mean the Bylaws of the Riverwoods at New Hope Community Association, together with all amendments thereto made from time to time.

c. "Community Declaration" shall mean the Declaration of Planned Community for Riverwoods at New Hope, a Planned Community, recorded on October 30, 1997 in the Office of the Recorder of Deeds for Bucks County in Doylestown, Pennsylvania at Land Record Book 1479, page 0509, together with all amendments thereto made from time to time.

d. "Declarant" shall mean Riverwoods Associates, L.P., its successors or assigns, except the purchasers of individual townhouse units for residential use.

e. "Lot" or "Townhouse Lot" shall mean any plot of land within the Premises intended and subdivided for fee simple conveyance for residential townhouse use as shown on the subdivision plans for Riverwoods at New Hope, as approved by the Council of New Hope Borough. No Lot shall be severed from the covenants, restrictions, easements, and conditions herein contained.

f. "Owner" shall mean the record owner, excluding the Declarant, whether one or more persons or entities, of the fee simple title to any Lot in the Townhouse Section, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. When more than one person holds fee simple title to the Lot, all of the owners shall be collectively referred to as the "Owner".

g. "Premises" shall mean that certain parcel of land described in the legal description attached hereto as Exhibit "A".

h. "Townhouse" shall mean the single family attached residence located on a Lot.

i. "Townhouse Declaration" shall mean this Townhouse Declaration of Covenants, Restrictions, Easements, Charges and Liens for Riverwoods at New Hope, as the same may be amended from time to time.

j. "Townhouse Section" or "Section" shall mean the Premises upon which are located or to be located the townhouse residences and amenities, as depicted upon the subdivision plans approved by the Council of New Hope Borough.

k. "Townhouse Section Assessment" shall mean the charge against each Townhouse Owner and his Lot, representing a portion of the total costs to the Community Association of maintaining, repairing, replacing, managing and operating the Townhouse Limited Common Facilities, maintaining the portions of the Townhouse and Lot, and taking those actions with respect to the Townhouse Section, which are its responsibility under this Townhouse Declaration.

l. "Townhouse Section Expense Liability" shall mean the portion of the total costs to the Community Association of the maintaining, repairing, replacing, managing and operating the Townhouse Limited Common Facilities and taking those actions with respect to the Townhouse Section which are its responsibility under this Townhouse Declaration, which is chargeable against one Owner and his Lot. The Townhouse Section Expense Liability for each Lot shall be expressed as a percentage.

m. "Townhouse Section Limited Common Facilities" shall mean those portions of the Common Facilities within the Townhouse Section, as shown on the Declaration Plats and Plans for Riverwoods at New Hope, and which are intended to be devoted to the common use and enjoyment of the residents of the Townhouse Section, their guests and invitees. The Townhouse Section Limited Common Facilities include the parking areas and lighting adjacent to parking areas, but do not include roadways or sidewalks within the Townhouse Section.

## ARTICLE II THE RIVERWOODS AT NEW HOPE COMMUNITY ASSOCIATION

The Community is governed by and subject to the provisions of the Community Declaration, the Community Bylaws and the Articles of Incorporation of the Riverwoods at New Hope Community Association, which is established to operate, manage and maintain the Common Facilities within the Community which are intended for the use and enjoyment of all of the residents of the Community. The Community Association is also responsible for maintaining, operating and administering the amenities and facilities within the Townhouse Section of Riverwoods at New Hope. The Community Association Common Expenses assessed against an Owner shall include the Community Association expenses, both with respect to the overall Community, and with respect to the Townhouse Section, including both annual and special assessments, as set forth more specifically in Article VI and Article XVI of the Community Declaration.

**ARTICLE III**  
**TOWNHOUSE SECTION LIMITED COMMON FACILITIES**

3.1 Obligations of the Community Association. The Community Association shall be responsible for the exclusive management and control of the Townhouse Section Limited Common Facilities, and for the maintenance and repair of same, and shall keep the same in good order and condition. The cost of such maintenance and repairs shall be assessed equally among the Owners of Lots in the Townhouse Section as a Townhouse Section Assessment in accordance with the Community Declaration and this Townhouse Declaration. The Board of the Community Association may institute rules and regulations relative to the maintenance and use of said Townhouse Section Limited Common Facilities.

3.2 Owners' Easements of Enjoyment. Subject to the provisions herein, every Owner shall have a right and easement of enjoyment in and to the Section Limited Common Facilities, and such easement shall be appurtenant to and shall pass with the title to every Lot. Lessees shall have all of the rights of this Article III belonging to the Owner of the Lot, with the exception that they are not permitted to vote and are not required to pay any assessment, since the vote and assessment remains with the Lot Owner.

3.3 Title to Section Limited Common Facilities. The Declarant hereby covenants for itself, its successors and assigns, that it will convey the title to the Section Limited Common Facilities to the Community Association in accordance with the requirements of Article XX of the Community Declaration.

3.4 Extent of Owners' Easements. The Owners' rights and easements of enjoyment created hereby shall be subject to the easements set forth in Article VII of the Community Declaration.

3.5 Damage or Destruction of Section Limited Common Facilities by Owner. In the event any portion of the Section Limited Common Facilities is damaged or destroyed by an Owner or his guests, tenants, licensees, agents, or family members, such Owner does hereby authorize the Community Association to repair said damaged area; the Community Association shall repair said damaged area in a good and workmanlike manner. The cost of such repairs shall become a special assessment upon the Lot of said Owner.

**ARTICLE IV**  
**MAINTENANCE, REPAIRS AND ALTERATIONS**

4.1 Maintenance of and Repairs to Townhouses and Lots; Enforcement by Community Association.

a. The Community Association shall be responsible for painting the exterior painted surfaces of the Townhouse, and for scheduled replacement of Townhouse roofs and siding. All other work and repairs to the exterior of the Townhouse shall be the responsibility of the Owner, and the Owner shall keep the exterior of the Townhouse in a reasonable, neat and well-appearing condition. Except for regular painting, which is the responsibility of the

Community Association, the Owner shall be responsible, without limitation, for all maintenance and replacement of, and repairs to, doors, windows, porches, porch posts, decks, patios, lighting, and similar items.

b. The Community Association shall provide grass cutting of and turf application to Lots. The Owner shall be responsible for replacement and reseeded of lawn areas, if necessary.

c. The Community Association shall maintain landscaping within the front yard of the Lot. The Owner shall be responsible for maintaining the landscaping on all other portions of the Lot. The Community Association's responsibility under this paragraph shall be limited to edging, mulching, and pruning of shrubs. Weeding, removal and replacement of plantings, and all other work not expressly the responsibility of the Community Association, shall be the responsibility of the Owner.

d. The Owner shall be responsible for all work, repairs and replacements to the Townhouse and Lot not expressly the responsibility of the Community Association under this Townhouse Declaration. The Owner shall be required to keep the Townhouse and Lot in a reasonable, neat and well-appearing condition.

e. The standards of maintenance and the scheduling of work for which the Community Association is responsible shall be in the sole discretion of the Community Association, based upon recommendations of the management company, if any.

f. In the event that an Owner does not comply with the requirements of this Article IV, the Community Association shall give the Owner written notice specifying the work required to the Townhouse and/or Lot, and giving the Owner a thirty day period to perform such work. In the event the work is not performed by the Owner as required, the Community Association shall have the right, without further notice or permission, to enter the Lot and to perform the work, and to charge the cost of such work to the Owner as an assessment against the Lot.

#### 4.2 Alterations.

a. The Owner of a Townhouse shall maintain the appearance of the exterior of the Townhouse as originally constructed, including but not limited to keeping the original exterior color scheme and materials.

b. Prior to making any alterations to the exterior of the Townhouse or on a Lot, the Owner shall submit a written application to the Executive Board, together with plans and specifications, showing the nature, kind, shape, height, materials, finish, colors and location of the proposed alteration, together with proof of compliance with all applicable codes, laws and ordinances, and shall receive written approval of the proposed alteration from the Executive Board. The application and plans shall be reviewed by the Executive Board, or a committee of the Community Association appointed by the Executive Board for this purpose. The Executive Board or committee shall render a written decision on the application and communicate it to the applicant. The Executive Board or committee shall be required to deny the application if the proposed alterations would result in a violation of Section 4.2(a) of this Townhouse Declaration. Nothing herein shall be construed to relieve the Owner of any obligation to obtain all required

permits and approvals from New Hope Borough and any other applicable regulatory or governmental body or agency prior to making the said alterations.

#### 4.3 Townhouse Section Limited Common Facilities.

a. The Community Association shall be responsible for maintenance, repair and replacement of parking areas within the Townhouse Section, in a neat and reasonable fashion.

b. The Community Association shall be responsible for maintenance, repair, and replacement of all lighting located within the Section Limited Common Facilities adjacent to the parking areas.

c. The Community Association shall be responsible for snow removal from parking areas within the Townhouse Section. Owners shall be responsible for snow removal from sidewalks on their Lot and any areas of sidewalk in front of their Lot, whether or not the same is on the Lot or within the Section Limited Common Facilities or Common Facilities.

### ARTICLE V USE RESTRICTIONS

5.1 Community Declaration. All Lots are subject to the provisions of the Community Declaration, including but not limited to the use restrictions set forth in Article VIII of the Community Declaration.

5.2 Unilateral Declaration. All Lots are subject to the provisions of the Unilateral Declaration of Covenants and Restrictions for Riverwoods at New Hope, a Planned Community, recorded or to be recorded with the Bucks County Recorder of Deeds Office in Doylestown, Pennsylvania, so long as the Unilateral Declaration remains in effect in accordance with its terms.

### ARTICLE VI TOWNHOUSE SECTION ASSESSMENTS

6.1 Townhouse Section Assessments. In addition to the assessments charged to all Unit Owners under the Community Declaration, each Townhouse Owner, by the acceptance of the Deed to his Lot, shall be obligated to pay Townhouse Section Assessments. Townhouse Section Assessments shall be based upon the total costs to the Community Association of maintaining, repairing, replacing, managing and operating the Townhouse Limited Common Facilities, maintaining the portions of the Townhouse and Lot, and taking those actions with respect to the Townhouse Section, which are its responsibility under this Townhouse Declaration.

6.2 Allocation of Townhouse Section Expense Liabilities. Each Townhouse Lot is assigned a Section Expense Liability of 4.76% of the aggregate of all Townhouse Section Assessments. The Section Expense Liability assigned to each Townhouse Lot is equal, and is calculated by dividing 1, representing the Townhouse Lot, by 21, which is the total number of Townhouse Lots in the Townhouse Section, and multiplying the result by 100. Except for minor

variations due to rounding, the total allocation of Townhouse Section Expense Liability shall aggregate 100%.

## ARTICLE VII GENERAL PROVISIONS

7.1 Duration and Amendment. The covenants and restrictions of this Townhouse Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Community Association, and the Owner of any land subject to this Townhouse Declaration, their respective legal representatives, heirs, successors, and assigns perpetually. This Townhouse Declaration may be amended upon the vote of those Townhouse Owners entitled to cast sixty-seven percent (67%) of the existing votes in the Townhouse Section. All amendments to the Townhouse Declaration must be recorded with the Bucks County Recorder of Deeds, and shall be effective upon such recordation. Provided, however, that no such vote approving an amendment shall be effective unless written notice of the proposed amendment is sent to every Townhouse Owner at least thirty (30) days in advance of any action taken. The Townhouse Declaration shall not be amended in a manner that is inconsistent with or contrary to the terms of the Community Declaration or Unilateral Declaration.

7.2 Corrective Amendment. If an amendment to this Townhouse Declaration or exhibits thereto is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provision of the Townhouse Declaration or exhibits that is defective, missing or inconsistent with any other provision thereof or with the Act, or if an amendment is necessary in the judgment of the Executive Board to conform to the requirements of any agency or entity that has established national or regional standards with respect to loans secured by mortgages or deeds of trust on units in planned community (such as the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation), the Executive Board may, at any time and from time to time, at its discretion, effect an appropriate corrective amendment without the approval of the Townhouse Owners or the holders of any liens on all or part of the Premises upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 7.2. Each such amendment shall be effective upon its recording with the Bucks County Recorder of Deeds.

7.3 Corrective Amendment by Declarant. Notwithstanding anything set forth hereinabove, until seventy-five percent (75%) of the Townhouse Lots have been conveyed to Owners other than Declarant, the Declarant shall have the right to make corrective amendments to the Townhouse Declaration in accordance with Section 7.2 above, and the same shall be effective upon the recording of an Amendment to the Townhouse Declaration with the Office of the Recorder of Deeds in and for Bucks County, Pennsylvania. In making such corrective amendment, the Declarant shall follow the procedures required of the Executive Board in Section 7.2.

7.4 Notices. Any notice required to be sent shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Community Association at the time of such mailing.

7.5 Enforcement. The Community Association and any Townhouse Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any

person or persons violating or attempting to violate any covenant or restriction, to restrain any violation, to require specific performance and/or recover damages; and against the land to enforce any lien created by these covenants; and failure by the Community Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The expense of enforcement by the Community Association, including attorney's fees, shall be chargeable to the Owner of the Lot violating these covenants and restrictions, and shall constitute a lien on the Lot, collectible in the same manner as assessments hereunder.

The Declarant shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, so long as the Declarant is the Owner of any portion of the Community.

7.5 Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect the validity of any other provisions, which shall remain in full force and effect.

7.6 Subdivision Plan. Notwithstanding anything set forth to the contrary herein, Declarant shall have the right to amend or alter the recorded subdivision plans for Riverwoods at New Hope, including the Townhouse Section, upon approval of the Borough Council of New Hope.

IN WITNESS WHEREOF, the Declarant, RIVERWOODS ASSOCIATES, L.P., by its General Partners, HBG-RIVERWOODS, INC. and LEJEUNE PROPERTIES, INC., has hereunto executed this Townhouse Declaration the day and year first above written.

General

DECLARANT:  
RIVERWOODS ASSOCIATES, L.P. by its  
Partners:

ATTEST:

HBG-RIVERWOODS, INC.

BY: \_\_\_\_\_  
Charles Sturges, President

ATTEST:

LEJEUNE PROPERTIES, INC.

BY: \_\_\_\_\_  
Daniel LeJeune, President



COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF BUCKS :

ON THIS, the      day of      , 19      , before me, a Notary Public, the undersigned officer, personally appeared Charles Sturges, who acknowledged himself to be the President of HBG-Riverwoods, Inc., General Partner of Riverwoods Associates, L.P., and that he as such President executed the foregoing Declaration of Planned Community for the purposes therein contained by signing the name of the corporation as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF BUCKS :

ON THIS, the      day of      , 19      , before me, a Notary Public, the undersigned officer, personally appeared Daniel LeJeune, who acknowledged himself to be the President of LeJeune Properties, Inc., General Partner of Riverwoods Associates, L.P., and that he as such President executed the foregoing Declaration of Planned Community for the purposes therein contained by signing the name of the corporation as President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC