

**RIVERWOODS AT NEW HOPE
COMMUNITY ASSOCIATION**

**Rules & Regulations
&
Use Restrictions**

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GENERAL INFORMATION

Enclosed are the Riverwoods at New Hope Community Association's Use Restrictions and Rules & Regulations. The Use Restrictions are a part of the Association's Declaration and can only be changed by a two-thirds vote of the membership.

The Association's Board of Directors has the authority to establish reasonable Rules & Regulations at any time. Please review both the restrictions and the Rules of the Association.

All violations of the Association's Rules and Regulations and Use Restrictions shall follow the procedures and fines as set forth in the attached Association's Enforcement Procedures.

If an owner requires prior written approval, a written request must be submitted to the Association's Board of Directors two weeks in advance of the proposed activity to either our management company c/o Continental Property Management, Inc. at 975 Easton Road, Suite 102, Warrington, PA 18976 or via email to info@riverwoodsatnewhope.com. The Board of Directors has the authority to either approve, amend or deny each request.

A homeowner does not require Association approval for any changes, modifications, or additions to their private property. The only requirements are that that the homeowner follows the borough of New Hope ordinances and receives the proper permits. Each owner must also follow the pre-established Use Restrictions as contained in the Association's Declaration and included herein. The only time an owner requires the Association's approval for any changes is when the improvements will be constructed on or through the Association's common ground.

If you have any questions, please feel free to contact the Association's management company, Continental Property Management, Inc. at 215-343-1550.

USE RESTRICTIONS

1. No structure of a temporary character, and no trailer, basement, tent, shack, garage, or other building shall be used on any Lot at any residence, either temporarily or permanently.
2. Fences may only be erected or maintained behind the front building setback line on the Lot, which fence must not be more than six (6') feet in height. Stockade fences and chain link fences are prohibited.
3. Satellite dishes not exceeding one meter in diameter may be erected or maintained on any Lot.
4. No outdoor clothes lines should be erected or used.
5. No solar heating panels or similar installation shall be permitted on the roof on any building.
6. No garage shall be erected on any Lot for use other than by the Owner of the Lot or by his immediate family. Any attached or detached garage shall not exceed one story in height, not including the gable height. No garage shall be designed or constructed to accommodate more than three (3) automobiles.
7. No trucks over twenty-two (22') feet in length, tractor trailers or trailer cabs, buses, horse trailers (self-propelled or otherwise) boats, snowmobiles, trail bikes, trailers, or any form of similar vehicle may be habitually kept on any Lot except within a garage. No inoperable automobiles, motorcycles or motorized vehicles in any kind may be kept on the Property for a period in excess of thirty (30) days.
8. No building or structure (except fences) shall be located on any lot closer to the front, side, and rear property boundaries than the minimum setback shown on the plan.
9. No noxious or offensive activities shall be carried on or upon any Lot, nor shall anything be done thereon which is nor may become an annoyance or nuisance to the neighborhood.
10. No animals or livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats, or other household pets which may be kept, provided they are not kept, bred or maintained for commercial purpose.
11. No Lot, or portion of a Lot, may be used or maintained as a dumping area for trash or rubbish. Trash, rubbish, or any other form of garbage shall be kept only in sanitary containers, for purpose of ultimate disposal in timely fashion. Such trash shall not be permitted to create odors, or

to be unsightly, unsanitary container, trash may be placed outside the dwelling for collection, in accordance with the regulations of the collecting agency.

12. No Lot, or portion of a Lot, may be used or maintained as a storage site or facility for extraneous materials including, but not limited to, automotive parts, building materials, hay, straw, and equipment of any nature, except to the extent such materials can be and are stored in a permitted building under roof.
13. All Lots are restricted specifically to residential use, and such business and professional uses accessory thereto as permitted by local governmental regulations. No commercial or industrial buildings shall be commenced, erected, or maintained on any Lot.
14. All Lots and improvements thereon shall be maintained in a reasonable and well-appearing condition.
15. Each owner is directly responsible for repairing or replacing in accordance with the Association's specifications any damage to the Association's common areas caused by them therein and/or contactors. This would include the roads, curbs, and sidewalks. In the event there is any damage to the common areas, the homeowner is responsible to restore those facilities to their original condition. If the homeowner fails to repair or replace the common areas to their original addition, the Association will repair the damage and directly charge the homeowner as a special assessment the cost incurred.
16. If a homeowner wanted to use any portion of the common areas for a private event, they must first receive written approval from the Board of Directors.

SNOW REMOVAL PROCEDURES

In order to provide proper service to the Community regarding snow removal, the Community Association is implementing a formal policy; we urge everyone's cooperation.

Association Roads

Commencing with any snowfall or accumulation of ice on the Association's roads, this Snow Removal Policy will go into effect. At that time, all single-family residence vehicles should be removed from the Association's roads and parked in the homeowner's garage and/or driveway. This would include vehicles of visitors.

Townhome Parking Areas

The Townhome parking areas (Rolling Hill Court and Madison Court) are provided for the exclusive use of the Townhome owners. The Association's contractor will plow snow from the cart-way (center) of the parking area and any unoccupied parking spaces. If a vehicle was not moved during the initial plowing of the parking area, the contractor will return the following day and re-service the parking areas and will plow snow from any then vacant parking spaces. It is the owner's responsibility to move their vehicle to allow for proper snow removal operations. It is not the Association's responsibility to remove snow between or around parked vehicles; if the vehicles are not moved, the removal of the snow is the owner's responsibility.

Sidewalks

The Association is responsible for removing snow only from those sidewalks that are adjacent to common areas. Each homeowner is responsible for removing the snow from the sidewalk in the front and along the side (corner properties) of their property. Snow on sidewalks shall be removed within twenty-four (24) hours of the end of the snowfall per New Hope Borough Ordinance. Snow removed by homeowners should not be placed onto the road or parking areas.

Deicing Sidewalks

If a homeowner intends to apply deicing material to the sidewalk, they **should NOT use rock salt** as it could pit or spall the concrete. Only calcium chloride or a similar material should be used for deicing concrete surfaces.

Sports Equipment

Portable basketball backboards and other sports related homeowner equipment cannot be allowed along the curb line when there is snowfall or during snow plowing operations. All homeowner sports related, or other items must be placed on the homeowner's property beyond the sidewalk area when snow is anticipated or occurring.

10/27/2011

ROAD AND PARKING AREA USAGE

The roads and parking areas are owned and controlled by the Riverwoods at New Hope Community Association. In addition to the parking regulations included in number seven of the Association's Declaration Use Restrictions, the parking on the roads is also **restricted to only personal passenger** vehicles. All passenger vehicles must be properly licensed, currently inspected, and operable. **All commercial and recreation vehicles or vehicles with commercial lettering, trailers, and dumpsters are prohibited from parking on the Association's roads or parking areas.** The only exception is that commercial/construction vehicles are allowed to park on the road during the day, if they are providing services to a homeowner.

Overnight parking and/or storage of any construction equipment, trailers or dumpsters on the roads or parking areas **is prohibited unless written approval from the Board of Directors is received** (restrictions/stipulations may apply). In **no event** shall any homeowner or a contractor engaged by a homeowner **place any material or supplies on the Association's roads or parking areas or use the roads as a staging area.** Any damage caused by a contractor or a homeowner to the Association's property, including the roads or sidewalks, is the owner's responsibility to properly repair.

Any violation of the above procedures is subject to an automatic daily fine at the discretion of the Board of Directors.

COMMON AREA USAGE

In accordance with the Riverwoods at New Hope Community Association's Declaration, the Common Facilities are for use by all owners, their family members, tenants or occupants, and their guests. The Board of Directors has the authority to establish Rules or Regulations controlling the usage of the Common Facilities.

Any unusual usage of the Common Facilities requires prior written approval from the Board of Directors. This would include arrangements for private parties or other family group activities that would utilize the common facilities. Therefore, if a homeowner or a homeowner's contractor requires access through the Common Facilities for repairs or improvements to a homeowner's property, the homeowner must first submit a request, in writing, outlining the area of proposed access through the Common Facilities. To obtain approval a written request must be submitted to the Board of Directors, through the office of the management company, at least two (2) weeks in advance. If approved, the homeowner or homeowner's contractor is to make every effort to ensure that the Common Facilities are not damaged.

In the event that damage to the Common Facilities occurs, the homeowner is responsible to restore the Common Facilities to their original condition. Should the homeowner not have the Common Facilities restored to their original condition, the Association will repair the damage and directly charge the offending homeowner the cost to repair.

SIDEWALK REPLACEMENT/REPAIR POLICY

1. The Homeowners Association, and therefore collectively all the Unit Owners, are responsible for the maintenance, repair, and replacement of the Common Elements of the Riverwoods Community. Unit Owners are individually responsible for the maintenance, repair, and replacement of their Units, as well as for the cost of maintenance, repair, and replacement of the Limited Common Elements appurtenant of the Unit.
2. Certain areas of sidewalks throughout the Community are a Common Element and thus shall be structurally maintained, repaired, and replaced by the Association.
3. The exception to this structural maintenance requirement is the sidewalk area that directly connects each Unit's driveway and the depressed concrete apron to the street, which are both considered Limited Common Elements. Any expense associated with the maintenance, repair and replacement of any Limited Common Element may be assessed against the Unit to which the driveway is appurtenant. In the alternative, the Board may permit Unit Owners to directly maintain, repair and replace Limited Common Elements with prior written approval.
4. Reserve funds are being accrued and set aside for the replacement of the sidewalks at the end of their useful life, which is estimated to be fifty (50) years.
5. From time to time, conditions may arise which require that Common Element sidewalks be repaired or replaced prior to the expiration of their expected useful life. These circumstances may include
 - a. Movement or shifting of the concrete, excessive structural cracking, or separation of the sidewalk such that it creates a safety or tripping hazard.
 - b. Deterioration of the sidewalk such that it creates a safety or tripping hazard, if caused by improper installation, finishing or composition.
6. The Association will not replace Common Element sidewalk concrete for reasons of cosmetic imperfections, including but not limited to discoloration, surface spalling, deterioration, and normal cracking, provided the condition does not cause a safety or tripping hazard.
7. Single Family Unit Owners may be assessed for the cost of repairing any damage to the Common Element sidewalk next to their property, provided the work complies with applicable Borough Codes, is approved in advance by a majority vote of the Board, is properly cordoned off while curing, and is installed in a manner does not disrupt traffic for an extended period of time.

8. Individual unit Owners may be assessed for the cost of repairing any damage to the Common Element sidewalk caused by the use of corrosive salt or ice melt chemicals, ice choppers, snow plowing, or any other items suspected to have caused damage. These costs may include, but are not limited to the cost of testing, experts, and actual concrete repair costs.
9. All requirements for maintenance, repair, and replacement of sidewalk concrete, whether Common or Limited Common Element, must be made in writing two (2) weeks in advance. Anyone aggrieved by a decision of the Board concerning concrete, may appeal that decision and request a hearing before the Board, if such request is made in writing within seven (7) days of the date of the decision.

9/01/2004

PRIVATE PROPERTY ASH TREE REMOVAL
FROM FRONT OR SIDE LAWN AREAS

The invasion of the notoriously destructive Emerald Ash Borer (EAB) is continuing its inevitable path through the Riverwoods Community and is becoming more and more evident as times passes.

The Riverwoods Community and its individual owners have been continuously implementing an EAB Plan conceived in 2014 and initially funded in 2015; significant effort and funds have been expended to remove dead or dying potentially hazardous trees on Common Property in order to maintain the woodland aesthetics of our community.

The community plans to continue implementation of its EAB Plan for the Common Property for as long as it takes in order to assure the long-term maintenance or renewal of the lovely and healthy woodland aesthetic of the community.

While it has been anticipated that Unit Owners on their own initiative would remove & replace dead or dying trees on their private property and especially those trees which are visible from the street by other residents, this has not been happening in some cases.

In order to maintain and protect the lovely aesthetics of our neighborhood from the potential blight of dead or dying trees in the **front or side** yards of any owner's private property, the Board of Directors of the Riverwoods Homeowners Association has decided to implement a new rule, effective on January 1, 2020 and as described as below.

If a tree of any species on Private Property is certified by an HOA arborist to be dead or irreversibly dying, the HOA will request that the Unit Owner remove the tree(s) within sixty (60) days (removal means that the tree will be removed from the property, have the stump ground down or otherwise removed, and the lawn repaired and seeded). The planting of replacement trees is of course encouraged.

If such trees(s) has been identified by the HOA and sixty (60) day removal notice (request for tree removal) has been provided to the unit owner to remove said tree(s) and the unit owner has still not acted upon within the 60 days, the HOA will itself act and remove such tree(s) in the manner described and will charge the unit owner the cost of such removal.

01/01/2020

DOG CONTROL POLICY

In addition to State, County and Borough of New Hope Dog Control Ordinances and resulting penalties, Riverwoods at New Hope ("Association") has established the following Dog Control Policy.

Any violation of this Dog Control Policy may result in fines or other sanctions imposed by the Executive Board ("Board"), proportional to the seriousness and history of the violation(s), and in line with the Association's existing enforcement procedures. In addition, the Board, in its discretion, may require an offending dog to be removed from the community or take such other actions as set forth in a written notice to the owners of the offending dog.

The Board shall not be responsible for patrolling the Association or otherwise uncovering violations of this Dog Control Policy. It must rely solely on reports and follow-up information from Unit Owners and residents. Only if everyone participates and actively reports any violations will this Dog Control Policy be meaningful and enforceable.

1. All dogs residing within or brought to the Association shall be properly controlled, carried, or leashed and must always be under the control and supervision of the dog-owner or designee. All dogs must be hard-leashed when outside in accordance with New Hope Borough Ordinance, except within private fenced-in areas.
2. All dogs residing within or brought to the Association NOT be left unattended or leashed to or otherwise secured to any stationary object at any time, except within fenced-in private lot areas.
3. All dogs residing within or brought to the Association shall be properly licensed and registered with the County of Bucks in accordance with applicable law. All dogs residing within or brought to the Association shall be properly inoculated, including with specificity, rabies, parvo, and distemper. Upon request of the Association following a written complaint, dog owners shall provide proof of inoculation from a licensed veterinarian.
4. It is the absolute duty of all dog owners or designees to remove animal waste (excrement) deposited on any lot or Common Area by the dog. Waste must be sealed in plastic bags and deposited in the Unit's refuse container. No dog waste is to be stored outside of the Unit until trash day unless in a proper trash container secured by a lid. Furthermore, disposal of waste on any open area, Common Area or on another resident's property is strictly prohibited.
5. All dogs residing or brought to the Association shall NOT be permitted to become a nuisance or annoyance to any other resident or Unit Owner within the Association.

6. Any incident involving a dog bite sustained by a human or another animal, within the bounds of the Association, shall be immediately reported to the State Dog

Warden as mandated by the Pennsylvania Dog Law (3 P.S. Section 459-505-A9(e)) and to the Association Management Office. Contact information for the New Hope Police is 215-348-7400 (non-emergency) or 911 (emergency-if physical injury has occurred) to report the incident, Riverwoods at New Hope may be contacted through Continental Property Management at 215-343-1550.

7. Any dog designated as a "dangerous dog" by law (3 P.S. Section 459-502-A(a.1)), or by the Board in accordance with this Dog Control Policy, shall be leashed, properly physically restrained by the dog owner, and, if necessary, muzzled to prevent it from biting any person or animal or otherwise destroying property.
8. Any dog designated as a "dangerous dog" by law (3 P.S. Section 459-502-A(a.1)) or by the Board in accordance with this Dog Control Policy, which inflicts a subsequent bite or attack on another animal or a human being, shall be permanently removed from the Community.
9. The Board reserves the right to levy fines for violation of the foregoing Dog Control Policy, and/or cause any animal determined to be dangerous or to constitute a nuisance to be permanently removed from the Association by any legal means.
10. Any damage, injury, liability and cost incurred by the Association as a result of a dog owner's failure to comply with this Dog Control Policy, including court costs and attorney's fees shall be the responsibility of the Owner of the Unit in which the dog resides, or the Owner of the Unit to which the dog is brought.

8/10/2015

ENFORCEMENT PROCEDURES

1. PENALTY ASSESSMENT

In addition to any of the assessments provided for in Article V, should any Unit Owner violate any of the Rules and Regulations adopted by the Executive Board, or breach any Bylaw therein contained or breach any provision of the Declaration or the Act, then, in that event, the Executive Board in addition to other rights granted to it herein, may upon a majority vote of the Executive Board members present, impose a penalty assessment upon the defaulting Unit Owner in an amount determined by the Executive Board, which may be in the form of a per diem penalty, periodic penalty or one time penalty charge, as determined in the Board's sole discretion, All Unit Owners so assessed shall be obligated to pay the amount of such assessment within the time set forth in the notice of the penalty assessment, and such penalty assessment shall be a lien as of the effective date as set forth in the preceding sections of these Bylaws.

2. REPORTING VIOLATIONS

All complaints concerning violations of the Declaration, Bylaw or Rules and Regulations must be in writing, signed by the homeowner or the occupant, and submitted to the Executive Board or management company. The complaint must be specific in details so that the Board may determine that an investigation is warranted. Complaints may also be initiated by the Executive Board or management, or an appropriate committee.

3. INVESTIGATION

The complaint will be investigated by a member or the Board, or a member of the committee concerned, or management, to determine whether the complaint is justified and whether a violation exists and must be corrected.

4. VIOLATION NOTICE

When an authorized person determines that a violation requires correction, the Association will send a written notice (Violation Notice) to the homeowner and a copy to the occupant, where applicable, requesting him or her to correct the matter within seven (7) days in order to avoid a fine or penalty. The homeowner or occupant cited will be advised in the Violation Notice that he or she has the right to a hearing before the Board. If a hearing is requested, the request must be in writing and received within seven (7) days of issuance of the Violation Notice.

5. The Board of Directors also has the authority to establish and immediate fine for any violation of the Association's parking and road usage restrictions.

6. FINES AND PENALTIES

If the homeowner or the occupant cited in the Violation Notice makes a written request for hearing within the seven (7) day period, a hearing will be scheduled before the Board. A hearing notice will be mailed to the homeowner or occupant. The homeowner or occupant cited will be entitled to present evidence or an explanation as to why he or she believes no violation has occurred. The

Board or other appropriate person may present evidence or an explanation to substantiate the violation cited. After consideration of the matters presented, the Board will decide whether a violation has occurred and either dismiss the violation or impose a fine. Failure to appear will result in a fine as described below.

If the homeowner or occupant does not comply within the seven (7) day period and fails to request a hearing, a fine will be automatically assessed and the Association will mail a letter advising of the amount of the fine. In most instances the fine will be \$50.00 for a first offense, \$100.00 for a second or subsequent offense, or higher if the circumstances warrant. In addition, the Board may assess daily fines for continuing violations, The Board has full authority to establish fines un accordance with the seriousness of the violation. The fine (amount assessed) is due and payable upon receipt of the notice and will be collected in the same manner as assessments.

7. LEGAL ACCTIONS

In the event that a violation is not corrected and/or the fine is not paid, the Association may take legal action (at law or in equity) for payment of the fine and/or compliance with the Declaration, the Bylaws or the Rules and Regulations. The followings costs will be assessed against the Unit: enforcement costs, including the court costs, attorney's fees etc. Fines are collected in the same manner as assessments and constitute a lien on the Unit.

9/03/2008