

**AMENDMENT TO THE DECLARATION OF PLANNED COMMUNITY OF
RIVERWOODS AT NEW HOPE, A PLANNED COMMUNITY**

BACKGROUND

- A. Riverwoods at New Hope, a Planned Community (hereinafter "Riverwoods") is a residential community located in New Hope, Bucks County Township, Pennsylvania, and is governed by a Declaration of Planned Community (Declaration), filed with the office of the recorder of Deeds of Bucks County on October 30, 1997 in Land Record Book 1479 Page 0406.
- B. Article VIII Section 8.2 of the Declaration implements certain use restrictions on the Property, incorporated by reference to a certain Unilateral Declaration of Covenants and Restrictions (hereinafter "Unilateral Declaration").
- C. On March 30th, 1998, Gigliotti Riverwoods Associates (hereinafter "Declarant") filed a Unilateral Declaration with the Office of the Recorder of Deeds of Bucks County, in Deed Book 1571 at Page 0761.
- D. Article II of the Unilateral Declaration sets forth certain use restrictions applicable to all Lots situated in Riverwoods.
- E. Pursuant to Article IV of the Unilateral Declaration, the covenants and restrictions of the Unilateral Declaration expired on March 30, 2002.
- F. In order to further the architectural harmony and aesthetic continuity of Riverwoods, the Executive Board of the Riverwoods at New Hope Community Association has determined it to be in the best interest of the Association, to continue to give effect to the use restrictions set forth in the Unilateral Declaration.
- G. The implementation of use restrictions after expiration of the Unilateral Declaration requires an amendment to the Declaration.
- H. Amendments are governed by Article XI of the Declaration, and must be approved by means of an instrument signed by the Owners entitled to cast not less than sixty-seven percent (67%) of the votes of the Association.

NOW THEREFORE, IT IS HEREBY ENACTED, by the affirmative vote of at least sixty-seven (67%) of the votes of the Riverwoods at New Hope Community Association, as follows:

A. Article VIII, Section 8.2(b) is hereby deleted and replaced with the following.

b. All Lots situated in Riverwoods shall be held by the Owner thereof under and subject to the following covenants, conditions, easements and restrictions:

- (1) No structure of a temporary character, and no trailer, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a 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') 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 shall 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') 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 of 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 purposes of ultimate disposal in timely fashion. Such trash shall not be permitted to create odors, or to be unsightly, unsanitary or detrimental to other Lots. If contained in a close sanitary 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 a 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.

B. The remaining provision of the Declaration shall continue to be in full force and effect.

C. This Amendment shall be effective upon recording in the Office of the Recorder of Deeds of Bucks County.

IN WITNESS WHEREOF, the undersigned, being the President of the Board of Directors of the Riverwoods at New Hope Community Association, has executed this Amendment this 11th day of MAY, 2008⁴.

**Riverwoods at New Hope
Community Association**

Craig Damm
, President

Valerie K. Cloutier
, Secretary

COPY

CERTIFICATION OF APPROVAL

The undersigned, being the President of the Riverwoods at New Hope Community Association, hereby certifies that the Amendment to which this certification is attached has been duly approved by at least a 67% vote of the members of the Association. The vote meets the requirements for approval of an Amendment to the Declaration as provided in Article XI of the Declaration.

Craig Davis
, President

COMMONWEALTH OF PENNSYLVANIA : ss.
COUNTY OF :

On this 11th day of MAY, 2003⁴, before me, a Notary Public, the undersigned officer, personally appeared CRAIG DAVIS, who represents himself to be the President of Riverwoods at New Hope Community Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as duly elected officers.

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

Barbara Lippincott
Notary Public

NOTARIAL SEAL
BARBARA LIPPINCOTT, Notary Public
Warrington Township, Bucks County
My Commission Expires Aug. 21, 2004

The undersigned, being the Secretary of the Riverwoods at New Hope Community Association, hereby certifies that the Amendment to which this certification is attached has been duly approved by at least a 67% vote of the members of the Association. The vote meets the requirements for approval of an Amendment to the Declaration as provided in Article XI of the Declaration.

Valerie K. Cloutier
, Secretary

COMMONWEALTH OF PENNSYLVANIA : ss.
COUNTY OF :

On this 11th day of MAY, 2003⁴, before me, a Notary Public, the undersigned officer, personally appeared VALERIE CLOUTIER, who represents himself to be the Secretary of Riverwoods at New Hope Community Association, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by themselves as duly elected officers.

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

Barbara Lippincott
Notary Public

NOTARIAL SEAL
BARBARA LIPPINCOTT, Notary Public
Warrington Township, Bucks County
My Commission Expires Aug. 21, 2004

**RESOLUTION OF THE EXECUTIVE BOARD OF
RIVERWOODS AT NEW HOPE COMMUNITY ASSOCIATION,
A PLANNED COMMUNITY ESTABLISHING A
VIOLATION PROCEDURE**

BACKGROUND

WHEREAS, Riverwoods at New Hope Community Association (“Riverwoods”) is a Planned Community formed pursuant to a certain Declaration (“Declaration”), as amended, to administer, maintain, repair and replace certain common areas in a development situated in New Hope Borough, Bucks County, Pennsylvania, known as “Riverwoods”. The Declaration is recorded in the Office of the Recorder of Deeds of Bucks County in Deed Book 1479 at page 406 et seq.

WHEREAS Riverwoods is a planned community formed pursuant to the Pennsylvania Uniform Planned Community Act, Act 180 of 1996 (68 Purdons, Section 5101 et seq.) (the “Act”).

WHEREAS Article III, Section 3.2 of the By-Laws of the Association authorizes the Executive Board to exercise all powers, duties and authority vested by law, including the following:

... the power from time to time to adopt Rules and Regulations deemed necessary for the benefit and enjoyment of the Community...

WHEREAS, Article VI, Section 6.1 of the Bylaws, in relevant part, furthermore provides as follows:

e. 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.

WHEREAS, the Executive Board believes it to be in the best interest of the Association to establish formal violation procedures, including for assessment and collection of fines and penalties, as well as generally for setting forth the mechanisms of enforcement of the Declaration, Bylaws and Rules and Regulations.

NOW THEREFORE, BE IT HEREBY RESOLVED, by unanimous vote of the Executive Board for Riverwoods at New Hope Community Association; as follows:

1. REPORTING VIOLATIONS

All complaints concerning violations of the Declaration, Bylaws 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.

2. INVESTIGATION

The complaint will be investigated by a member of 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.

3. 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.

4. FINES AND PENALTIES

If the homeowner or 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 in 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.

5. LEGAL ACTIONS

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 following 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.

DOG CONTROL POLICY RULES FOR RIVERWOODS AT NEW HOPE

SOBE'S LAW

As background, it should be noted that a tragically fatal and vicious dog-on-dog attack in August 2015 is what has given rise to these rules: the dog that was killed was named "Sobe".

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 owner 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.

Definitions

Capitalized terms shall have the definition set forth in the Declaration unless otherwise noted.

(Taken from PA Dog Law):

Dangerous Dog: A dog has done any of the following:

- (i) Inflicted severe injury on a human being without provocation on public or private property.**
- (ii) Killed or inflicted severe injury on a domestic animal, dog or cat without provocation while off the owner's property.**
- (iii) Attacked a human being without provocation.**
- (iv) Been used in the commission of a crime.**

(2) The dog has either or both of the following:

- (i) A history of attacking human beings and/or domestic animals, dogs or cats without provocation.**

(ii) A propensity to attack human beings and/or domestic animals, dogs or cats without provocation. A propensity to attack may be proven by a single incident of the conduct described in paragraph (1)(i), (ii), (iii) or (iv).

1. All dogs residing within or brought to the Association shall be properly controlled, carried or leashed and must be under the control and supervision of the dog-owner or designee at all times. 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 shall 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 within 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-A(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.



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. Below are two new rules, effective June 1, 2012.

Association Roads

The roads and parking areas, owned by the Riverwoods at New Hope Community Association, are controlled by the Association. Unless a homeowner has obtained prior written approval from the Board of Directors, in no event shall any homeowner or a contractor engaged by a homeowner place any material on the Association roads or parking areas. Further, overnight parking and/or storage of any construction equipment, trailers or dumpsters on the roads or parking areas is prohibited unless prior written approval from the Board of Directors has been obtained (restrictions/stipulations may apply). 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.

Common Facilities Usage

Any unusual usage of the Common Facilities requires prior written approval from the Board of Directors. 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.

All violations of the rules and regulations concerning Association Roads, Common Facilities Usage and all other rules and regulations previously set in place, shall follow the procedures and fines as set forth in the "Resolution of the Executive Board of Riverwoods at New Hope Community Association, Planned Community Establishing a Violation Procedure" adopted September 3, 2008.



RIVERWOODS AT NEW HOPE

A PRIVATE COMMUNITY

October 31, 2011

Common Area Snow Removal Policy

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

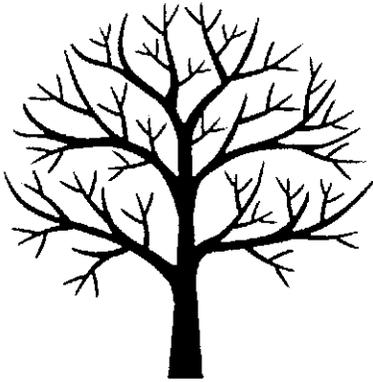
The Association is responsible for removing snow only from those sidewalks that are adjacent to common areas. Each homeowner is responsible for removing the snow from the sidewalk in the front and along the side (corner properties) of their property. Snow on sidewalks shall be removed within 24 hours 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.



New Rule Regarding Dead or Dying Trees in Residents' Front or Side Lawn Areas

Whereas 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 time passes,

Whereas 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,

Whereas 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,

Whereas while it had 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,

Therefore 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 below:

Private Property Tree Removal Rule

- 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 60 days (Removal means that 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 a tree(s) has been identified by the HOA and a 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 not still acted upon it within the 60 days, the HOA will itself act and remove such a tree(s) in the manner described and will charge the Unit Owner for the cost of such removal.



WARNING – HAZARD

The cold winter weather makes our ice covered pond appealing and an inviting place to have some fun. But children may not be aware of the potential danger. Temperatures change constantly and the thickness of the ice covering on the pond could be changing daily. If children play or skate on it and the ice is not several inches thick, they could fall through into the icy water below.

Parents – Keep your children safe and aware of this potential danger.

**RIVERWOODS AT NEW HOPE
COMMUNITY ASSOCIATION
POLICY ON CONCRETE SIDEWALK REPLACEMENT/REPAIR**

WHEREAS, Riverwoods at New Hope is a planned Community created pursuant to the Uniform Planned Community Act, (68 Pa.C.S.A Section 5101 et seq the "Act"), and a Declaration of Planned Community (Declaration) , filed in the Office of the Recorder of Deed of Bucks County in Land Record Book 1479, Page 0406 et seq.

WHEREAS, the Declaration charges the Board of Directors with the administration of the affairs of the Association, including the maintenance, repair and replacement of the Common Elements; and

WHEREAS, Pursuant to Article II, Section 2.2 (f) of the Declaration, certain sidewalks at Riverwoods constitute a Common Element, the responsibility for which rests on the Association; and

WHEREAS, Pursuant to Article V, Section 5.2 of the Declaration, certain portions of the driveway aprons and driveways, including the sidewalk portion of driveways, constitute Limited Common Elements, the responsibility for which rests on the Unit Owner to which the Limited Common Element is appurtenant; and

WHEREAS, some of the sidewalk concrete throughout Riverwoods has begun to spall, crack, and scale, or is otherwise defective; and

WHEREAS, in some cases, the defect is due to improper installation, while in other cases, the defect is due to improper care and maintenance; and

WHEREAS, Unit Owners have made requests for the replacement of certain sections of concrete sidewalk; and

WHEREAS, the Board deems it to be in the best interest of the Association to adopt a uniform policy regarding the maintenance, repair and replacement of the concrete sidewalks at Riverwoods.

NOW THEREFORE, be it resolved that the following Policy concerning concrete sidewalks is adopted:

1. The Homeowners Association, and therefore collectively all of 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 to 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 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:

- Movement or shifting of the concrete, excessive structural cracking, or separation of the sidewalk such that it creates a safety or tripping hazard.
- Deterioration of the sidewalk such that it creates a safety or tripping hazard, if caused by improper installation, finishing or composition.

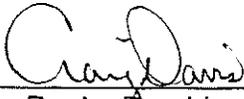
6. The Association will not replace Common Element sidewalk concrete for reasons of cosmetic imperfections, including but not limited to discoloration, surface spalling, deterioration and normal cracking, provided the condition does not cause a safety or tripping hazard.

7. Single Family Unit Owners may opt to individually contract and pay for replacement of 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.

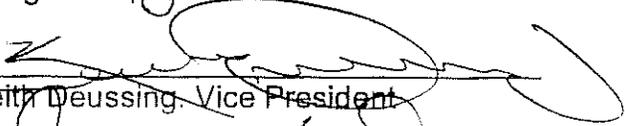
8. Individual Unit Owners may be assessed for the cost of repairing any damage to the Common Element sidewalk caused by the use of corrosive salt or ice melt chemicals, ice choppers, snow plowing, or any other items suspected to have caused damage. These costs may include, but are not limited to the cost of testing, experts, and actual concrete repair costs.

9. All requests for maintenance, repair and replacement of sidewalk concrete, whether a Common or Limited Common Element, must be made in writing. 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 10 days of the date of the decision.

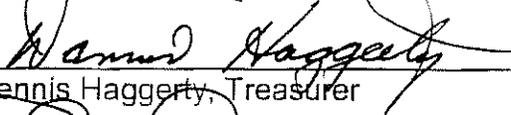
**BOARD OF DIRECTORS
RIVERWOODS AT NEW HOPE COMMUNITY ASSOCIATION**



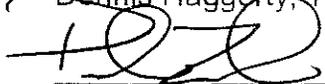
Craig Davis, President



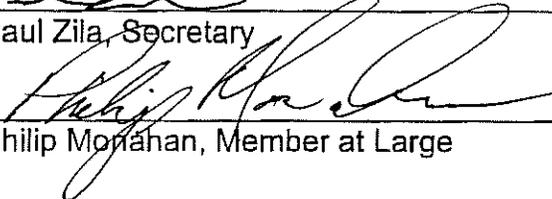
Keith Deussing, Vice President



Dennis Haggerty, Treasurer



Paul Zila, Secretary



Philip Monahan, Member at Large