

**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@riverwoodsatinewhope.com](mailto:info@riverwoodsatinewhope.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.

## **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 the 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.

**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.

## **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.



## **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.

## **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 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.

### **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.



June 20, 2022

**Riverwoods at New Hope Community Association Amendment of Rules & Regulations and Use Restrictions**

Dear Riverwoods at New Hope Homeowners & Residents,

The governing documents of the Riverwoods at New Hope Community Association, implemented through your Board of Directors, have established Rules & Regulations and Use Restrictions designed to maintain property values and ensure an enjoyable living experience.

The Board of Directors is charged with the duty to enforce these Rules & Regulations and from time to time may amend them as deemed necessary by the Board, consistent with the Association Declaration and By-Laws.

Please carefully read the rules below and take any action which may be required for your unit as the Association will begin to enforce the revised and new rule immediately upon publication to the community. Insert this page into your existing Riverwoods at New Hope Community Association Rules & Regulations.

The amended Rule below is a revision concerning fences and supersedes the prior Use Restriction (#2).

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. Natural material (wood), metal, or earth tones (brown or black) only are permitted. Stockade, chain link, or vinyl, including PVC, are prohibited. Any fence currently installed will be grandfathered to previous Use Restrictions regarding fences.

Additionally, the rule listed below is a new rule concerning leasing and occupancy of Units.

**LEASING/OCCUPANCY OF UNIT**

1. All leases must be for the entire unit and for a term not less than three (3) months.
2. All leases must be in writing and a copy provide to the Association through the management company within ten (10) days from the date of execution.
3. The Unit Owner is responsible to furnish all documents including the Declaration, By-Laws, and Rules & Regulations and Use Restrictions to the tenant. The tenant is expected to abide by all the documents and the Unit Owner is responsible to ensure compliance.
4. The Unit Owner and Tenant are responsible for completing the "Renter's Agreement Form" and returning it to the Association within ten (10) days from the date of lease execution, which is available on the Association website ([www.riverwoodsathnewhope.org](http://www.riverwoodsathnewhope.org)) or from the Management Company.
5. Owner's who violate or do not comply with all the Rules and Regulations regarding leasing/occupancy of a unit are subject to the Enforcement Procedures. This may include imposing a penalty assessment 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 by the Board's sole discretion.

Sincerely,

Board of Directors  
RIVERWOODS AT NEW HOPE COMMUNITY ASSOCIATION

NDA/hg

Enclosure



## **RENTER'S AGREEMENT FORM**

Unit owners who decide to rent their unit must complete this form and return to the Association within ten (10) business days of signing lease with tenant.

### **OWNER WILL:**

- ◆ Provide copy of signed lease to Association
- ◆ Lease unit for minimum term of not less than three (3) months
- ◆ Provide tenant with copy of current Association rules
- ◆ Ensure that tenant follows provision of rules at all times

### **TENANT WILL:**

- ◆ Receive and read copy of current Association rules
- ◆ Follow provisions of rule at all times

### **I/WE ARE IN AGREEMENT WITH THIS FORM:**

\_\_\_\_\_  
OWNER'S NAME

\_\_\_\_\_  
TENANT'S NAME

\_\_\_\_\_  
OWNER'S SIGNATURE

\_\_\_\_\_  
TENANT'S SIGNATURE

\_\_\_\_\_  
UNIT ADDRESS

\_\_\_\_\_  
DATE

452...5/09/2022



March 10, 2023

**Riverwoods at New Hope Community Association Amendment of Rules & Regulations**

Dear Riverwoods at New Hope Homeowners & Residents,

The governing documents of the Riverwoods at New Hope Community Association, implemented through your Board of Directors, have established Rules & Regulations and Use Restrictions designed to ensure safety, maintain property values, and support an enjoyable living experience.

The Board of Directors is charged with the duty to enforce these Rules & Regulations and from time to time may amend them as deemed necessary by the Board, consistent with the Association Declaration and By-Laws.

Please carefully read the new rule below regarding dryer duct/line cleaning for the townhomes only. Take any action which may be required for your unit as the Association will begin to enforce the revised and new rule immediately upon publication to the community. Insert this page into your existing Riverwoods at New Hope Community Association Rules & Regulations.

**DRYER DUCT/LINE CLEANING – TOWNHOMES ONLY**

Beginning this year, it will be requiring that the townhomes' dryer vents/lines be cleaned and inspected by a professional every three (3) years. Preventative maintenance of this item will not only improve performance and efficiency but may eliminate potential safety hazards. Please help in doing everything you can to protect you and your neighbors.

If your dryer vent cover is missing or in dis-repair, we recommend you take the time to replace or repair this during cleaning/inspection. Also, you may want to install a bird proof cover over the vent. Please remember to submit the appropriate architectural request before doing.

Thank you in advance for your cooperation and understanding. Please return a copy of the invoice or the inspection certificate from the contractor, which must state the date the service was performed (within the last three years, from March 1, 2020, to the Association **no later than September 1, 2023**. Otherwise, the Association will impose fines until it receives the appropriate documentation to encourage compliance. Fines will be assessed as follows:

DUE ON: September 1, 2023

AFTER: September 1, 2023

\$25.00/week penalty

Should you have any questions regarding this notice, please contact our property manager, Nick Angelini, at the number below or via email at [n.angelini@cpm975.com](mailto:n.angelini@cpm975.com).

Sincerely,

Board of Directors  
RIVERWOODS AT NEW HOPE COMMUNITY ASSOCIATION

NDA/hg

## **Riverwoods at New Hope Homeowners Association Townhouse Electric Vehicle Charging Rules**

### ***Purpose:***

The purpose of this rule is to establish guidelines for the installation and exclusive use for owners of Electric Vehicle Charging Stations, (EVCS) within the Madison Court and Rolling Hill Court townhouse sections of the Riverwoods at New Hope Community. By assigning one (1) designated reserved parking space per interested townhome for electric vehicle, (EV) charging and mandating a specific aesthetic, these guidelines ensure fair access, safety, and proper use of EV charging facilities while preserving the aesthetics and functionality of the common area parking lots. Additionally, the rules outline EVCS installation, operation, maintenance, and homeowner responsibilities, and the rights and obligations of the executive board of the Riverwoods Homeowners Association (HOA) regarding EV charging.

### ***1. Provisions for EV Charging Installations***

- a. Subject to the exception in this document, after submission and approval of a Riverwoods Architectural Request form and New Hope Borough Permit(s), homeowners shall be permitted to run electrical power from their townhome electrical panel to a designated reserved parking space, (to be assigned by the HOA) using common area property as necessary for the installation of infrastructure and an EVCS. This activity must be done in consultation with the HOA to ensure proper installation parameters are met and minimal disruption to common areas.
  
- b. EVCS may only be installed within the boundaries of the grass strip, just beyond the curb in front of the Owner's designated reserved parking space issued by the HOA. The EVCS must not encroach on any other parking space or any other portion of the Common Area. Placement should be far enough away from the curb to allow a Safety Bollard to be installed between the curb and the EVCS and should be as far away from the curb as feasible, but not far enough away to encroach on the sidewalk area. The safety bollard installation must be completed at the same time as EVCS installation. Any deviations from this rule require prior HOA approval. Safety bollard height/color will be dictated by the HOA as stated in Section 1, items K,L.

- c. All costs to install or replace an EVCS for a designated reserved parking space will be at the homeowner's expense and only for the private use of the homeowner. The homeowner will ensure that the EVCS draws all necessary power solely from their townhouse and will be solely responsible for all costs and fees associated with its operation.
- d. EV chargers are for the sole purpose of charging vehicles and may not be utilized for any other purpose.
- e. At no time is an EV charger, electric port, or reserved parking space allowed to be rented, loaned out to unknown individuals, or used for revenue-generating purposes.
- f. EVCS must be installed by a licensed electrician familiar with EVCS installations and covered by permit and inspection per local code.
- g. An EVCS may only be installed or replaced with approval from the HOA in accordance with these EVCS policies and procedures.
- h. The appearance of an EVCS must be aesthetically pleasing and in harmony with the overall aesthetics of the townhouse complex; therefore, EVCS design and placement require approval from the HOA before installation. (Note) The HOA dictates numerous requirements of the EVCS installation to preserve a common aesthetic as stated in Section 1, items K, L, M, N.
- i. Address numbering is required to ensure reserved parking for the homeowner. The numbering will be installed by the HOA **to ensure a uniform look.**
- j. EVCS must be level 2 requiring a 240V circuit and will only contain one (1) charger and is for the private use of the homeowner.
- k. EVCS pedestal must be black or dark grey in color and no taller than 48". The preferred pedestal is the model made by Tesla in dark grey or black color. Any other brand/type/color pedestal must be approved by the HOA.
- l. The preferred EVCS Charger is the Tesla "Universal charger" in black or dark grey color. Any other brand/type/color of charger must be approved by the

HOA. The charging cable must be no longer than 18', with shorter cables being preferred for aesthetics of the EVCS when not in use.

- m. EVCS must have a structurally appropriate poured or pre-cast concrete base for support.
- n. The required/approved safety bollard will be selected by the HOA during the ARC request process. The Safety Bollard must be installed in adherence with applicable codes as well as the requirements of this document in section 1, item b.

### **1.1 - Parking Space Assignment:**

The HOA will determine the most appropriate method for allocating parking spaces to EV owners.

The HOA will grant a license for a defined period, as detailed in the license, to use a common area parking space exclusively for the installation of an EV charging station. The board holds sole discretion over such grants, ensuring they are not fraudulent, unconscionable, or self-dealing. (Note) *a license is a privilege to use land without any ownership interest or estate in the land.*)

### **1.2 - Homeowner and Guest Parking:**

Homeowners are responsible for their guests' actions and must ensure that they and their guests do not park in parking spaces reserved for other residents.

### **1.3 - Safety and Compliance:**

- a. Unit owners must maintain a homeowner's liability coverage policy with a minimum coverage amount of \$1,000,000. The association must be named as a certificate holder with the right to receive notice of cancellation. The association may require unit owners to carry a higher liability coverage amount if specified in the governing documents or rules and regulations. Failure to procure or maintain the required insurance may result in the association procuring insurance on the unit owner's behalf, with the cost charged to the unit owner. Unit owners must hold the association and other unit owners harmless from any claims, damages, liabilities, costs, and expenses arising from the installation, removal, or use of the EV charging station.

- b. Under no circumstances will a resident run extension cables and/or cable-protector device across common/limited common area sidewalk to charge an electric vehicle.

## **2. Eligibility and Registration:**

Current Riverwoods at New Hope Townhome owners must register their intention to install an EV charging station with the HOA by submitting the following for review:

A Riverwoods **Architectural Request Form, (ARC)**. This form should include the following:

### **- EVCS Approval and Installation checklist**

- A site-work design plan, including the **EXACT** location of the proposed EVCS. The site-work design plan must also include the route of the electrical line, (in conduit) created by a certified electrician familiar with the installation of EVCS. *(Note) Location of the EVCS should be in the center of the grass area at the head of the parking space far enough away from the parking space that no vehicle is able to contact any part of the EVCS) If this is not possible due to utility placement, the site-work plan should reflect the exact proposed position of the EVCS.*
- Make and model of the charger and its designated power rating.
- Details of EVCS safeguards and how they work when EVCS is not in use to prevent unauthorized use, and potential injury/electrocution.
- Details of the **EXACT** location of required safety bollard.
- Signed Agreement, (see appendix, item 1)
- Signed indemnification form (see appendix, item 2)

## **3. Compliance with Architectural Standards:**

Homeowners must comply with reasonable architectural standards set by the HOA regarding the dimensions, placement, external appearance of the EVCS.

- a. Homeowners are responsible for obtaining any required permits, inspections, and insurance. Copies of all necessary permits, or permit numbers, and insurance documentation must be provided to the HOA no later than at least seven **(7) business days** before the site work begins.
- b. Owner must provide a certificate of insurance naming Riverwoods HOA as an additional insured on the homeowner's insurance policy for any claim related

to the installation, maintenance, operation, or use of the EVCS. Insurance must be maintained that protects the association and other unit owners from damage resulting from the existence and operation of the EV charging station.

#### **4. Installation:**

- a. EVCS installation must adhere to local electrical codes, regulations, and safety standards.
- b. A call must be placed to the Pennsylvania Utilities Commission, (PA One Call – 811) at least three business days, but no more than 10 days prior to any site work commencing. This will allow utility companies ample time to mark out the location of any underground lines.

**Website:** [www.puc.pa.gov](http://www.puc.pa.gov)

**PUC Phone Number:** 811, OR 717-787-6489

- c. Unit owners must notify nearby residents at least seven **(7) business days** before initiating any work that may cause disturbances to common elements or limited common elements during the installation of an EV charger.
- d. All electrical cables must be run in conduit underground. Cables that must run beyond a sidewalk must be routed under the sidewalk ensuring no damage to the sidewalk, or any other common property. At no time may any cable be installed above ground anywhere between the residence and the EVCS.
- e. Cable installation must be confined to the Owner's property and immediate Common Area. Cables must not encroach or disturb another homeowner's property.
- f. Common elements, limited common elements, any part of the homeowner's private yard, and townhouse exterior that was disturbed due to site work must be returned to an undisturbed and landscaped condition immediately once EVCS installation is complete.
- g. Final Electrical inspection approval must be submitted to the HOA before the EVCS can be energized.

**5. Operation, Maintenance, Damage, and Responsibilities:**

- a. The EV charging station, pedestals, designated parking signage, and any safety bollards must be maintained in good appearance; clean, painted with no rust. EVCS Pedestal and Bollard must remain upright and **ANY** deviation from the vertical plane must be corrected within 30 days. Additionally, the EVCS must be inspected every 3 years by a licensed electrician to ensure unit is in proper working order and there is zero deviation from the vertical plane. A certification slip must be provided to the HOA.
- b. The EVCS should be lockable through mechanical or electronic means to prevent unauthorized use or potential injury/electrocution. Some charging equipment may feature different safeguards when not in use, such as no electrical current until connected to a specified vehicle or RFID switches.
- c. Each unit owner with an EV charging station is responsible for ensuring its safe and operable condition. Charging cables must be kept tightly wrapped around the charger so as not to be unsightly and to prevent tripping hazards and must not cross over white parking space demarcation lines at any time.
- d. Each homeowner is responsible for the cost of the electricity usage associated with their designated charging station. If the installation, maintenance, operation, or use of the EVCS or the EVCS itself causes any damage to the Common area or other parking spaces or vehicles, owner shall promptly repair such damages or shall promptly reimburse the association for the repairs. Such fees and costs shall be collectible in the same manner as assessments and owner shall be responsible for all legal fees and costs incurred.
- e. Homeowners, as well as subsequent homeowners are liable for any damage caused to the EV charging station, parking space, common elements, limited common elements, other unit owners' property, or separate interests resulting from the installation, maintenance, repair, removal, replacement, usage, or misuse of the charging station.
- f. Any damage to the charger or associated wiring must be promptly repaired at the EV charger owner's expense. Upon noticing damage, or being notified of damage by a third party, the unit must be disconnected from the power supply and not reenergized until notified by a certified electrician it is safe to do so.

- g. Homeowners, as well as subsequent homeowners, bear all costs associated with the installation, maintenance, removal, damage, replacement, or upgrades of an EV charging station. These costs also include any repairs to common elements or limited common elements affected by the installation, maintenance, removal, or replacement of an EV charger.
- h. Owner is responsible for the payment and removal of the EVCS and restoration of the area if the Owner decides there is no longer a need for the EVCS.
- i. Owner is responsible for restoring the installation surfaces to their original condition after removal of the EVCS, (A separate application will be required for removal of the EVCS).

#### **6. *Snow Removal:***

- a. During snow removal events, each owner of an EV charging station is responsible for removing snow around the charger and relocating any vehicle occupying their designated spot to facilitate the clearance of the common area parking lot by snow removal equipment.

#### **7. *Reimbursement:***

- a. Unit owners must reimburse the association for any increase in common expenses directly attributable to the installation of their EV charging station.
- b. Unit owners must reimburse the association for any fees associated with licensing a designated parking location, up to \$500.00 including any signage or markings deemed necessary or required by the HOA.
- c. Reasonable charges imposed by the association for reviewing and approving an application for the installation or use of an EV charging station, including engineering and legal fees (not to exceed \$500.00) must be paid by the unit owner.

#### **8. *Riverwoods HOA Rights and Responsibilities:***

- a. The association reserves the right to prohibit a unit owner from installing an EV charging station if its installation is deemed technically infeasible or impracticable due to safety risks, structural issues, or engineering conditions.

- a. Riverwoods HOA has the right to require the homeowner to remove the EVCS at Owner's sole cost and expense should the owner fail to comply with the specifications set forth in this document or if the EVCS is found to constitute an unreasonable safety threat. If the owner fails to remove the EVCS upon the demand of the HOA, the HOA shall have the right to take action to compel removal and/or unilaterally remove the EVCS and assess the owner all the fees and costs associated with the same, including any restoration required of the common area. Such fees and costs shall be collectible as an assessment and owner shall be responsible for all legal fees and costs incurred.

### ***9. Additional Infrastructure Costs:***

- a. If the association reasonably determines that the cumulative use of electricity necessitates additional infrastructure improvements to ensure an adequate supply of electricity, the association may specially assess the unit owners who have installed or have applied to install EV charging stations. The cost will be divided equally among the unit owners per electric vehicle charging station.

### ***10. Collection of Fees:***

- a. Any amounts owed by a unit owner in relation to an EV charger shall be considered special assessments. The association may collect these amounts in the same manner as specified in the governing documents and applicable law for the collection of delinquent common expenses or other delinquent amounts. Unless specifically abrogated, unit owners and successive unit owners of the EV charging station are responsible for these costs as if they were regular assessments applicable to the unit owner.

### ***11. Rule Enforcement and Disputes:***

- a. Violations of the EV charging rules may result in warnings, fines, or other enforcement actions as determined by the HOA.
- b. The HOA reserves the right to inspect and enforce compliance with the EV charging rules and regulations.
- c. Any disputes or concerns related to EV charging should be brought to the attention of the HOA, which will handle them according to established protocols.

- d. The HOA has the right to examine and update these rules as necessary to ensure compliance with local, state, and federal regulations and technological advancements in EV charging.

## **12. Sale of Townhome:**

- a. Unit owners, along with successive unit owners, must disclose the existence of their EV charging station to prospective buyers and inform them of the related responsibilities outlined in this section.
- b. Owner agrees to remove, (at the owner's sole cost and expense) the EVCS and restore the impacted area to the satisfaction of the HOA upon resale of the townhouse, (before closing) unless the party taking title to the townhouse assumes responsibility for the EVCS pursuant to this rule document.

Upon mutual acceptance of a contract to purchase, the purchaser of the home must agree in writing to accept these EVCS rules at closing. That agreement must be sent to the HOA **within 7 days** of mutual acceptance of a contract for the sale of the townhome.

This rule document shall be included with the resale disclosure packet and must be signed at closing by the new owner. This rule document shall bind the new owners of the townhouse to the rules set forth in this document.

Failure of the new owner to sign this document at closing and follow the insurance guidelines in this document assumes a rejection and therefore the new owner must then follow the deactivation/removal of the associated EVCS.

- c. Owner may not assign or otherwise transfer any of their rights or obligations under this signed document without the prior authorization and express written consent of the HOA.

**13. Removal of EVCS**

- a.** Removal of an EVCS must be completed by a licensed electrician after an ARC request is submitted to/approved by the HOA.
- b.** Removal of an EVCS entails the following:
  - i.** Removal of pedestal/footing/bollards
  - ii.** Disconnection of wiring from townhome circuit breaker
  - iii.** Any buried cable/conduit is approved to remain underground for future use.
  - iv.** Any grounds areas disturbed during the removal must be restored to a like new condition
  - v.** HOA must be notified at completion of project

**14. - Amendments:**

These EV charging rules are subject to periodic review and may be amended by the HOA as necessary to accommodate changing technology, regulations, or community needs. Homeowners will be duly notified of any changes made. By adhering to these rules, homeowners can enjoy the benefits of EV charging while maintaining the harmony and functionality of the townhouse complex, contributing to a greener future.

## ***Appendix***

- 1- Agreement - (Must be submitted with ARC Request)
- 2- Indemnification form - (Must be submitted with ARC Request)
- 3- Definition of terms
- 4- Application/Installation procedures - (Must be submitted with ARC Request)

**1- Agreement:**

I have read and agree to the requirements of the Riverwoods at New Hope Townhomes Electrical Vehicle Charging Station Rules document. I will ensure that my contractor will install the proposed EVCS in compliance with this Document and all requirements of the Riverwoods at New Hope Homeowners Association.

**Owner Signature(s)**

_____	_____
Printed name of Owner	Printed name of Owner
_____	_____
Signature	Signature
_____	_____
Date	Date

**Riverwoods at New Hope Homeowners Association President**

\_\_\_\_\_

Printed name

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**Contractor Signature**

The contractor must sign below to indicate that all work will be performed in compliance with all required governmental codes and permits.

\_\_\_\_\_

## ***2- Indemnification form***

### **Electrical Vehicle Charging Station Statement of Indemnification**

Now therefore, in consideration of the sum of One Dollar and other good and valuable consideration, including in consideration of the agreement of Riverwoods at New Hope Homeowners Association (the "HOA") to allow the undersigned homeowner ("Owner") to install an electrical vehicle charging station (or "EVCS") on the assigned reserved-numbered parking space of their residence located at \_\_\_\_\_, New Hope, Pennsylvania (the "Residence"), Owner hereby agrees to indemnify and hold harmless the Association, its Board of Directors, committee members, agents, and employees from any and all liability, including all attorney fees incurred by the Association resulting from any claim, arising out of the installation, maintenance, operation, or use of such EVCS.

Owner further acknowledges that an EVCS may only be installed on the limited common element parking space appurtenant to the residence owned by the Owner and that Owner is responsible to pay the cost of removal of the EVCS and restoration of the area if the homeowner decides there is no longer a need for the EVCS.

Owner acknowledges and agrees this signed Statement of Indemnification must accompany the Application and shall become part of the Application. This Statement of Indemnification must be included in all subsequent Resale Disclosure Packets for the Residence under the applicable provisions on resale disclosures in the Pennsylvania Property Owners Association Act in order to notify subsequent purchasers of their responsibility to indemnify and hold harmless the Association, its Board of Directors, committee members, agents and employees as stated above.

\_\_\_\_\_  
Printed name of homeowner

\_\_\_\_\_  
Printed name of homeowner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### ***3- Definition of Terms:***

**EV** – Electric Vehicle (May be an all Electric battery vehicle or Plug-in Hybrid vehicle)

**EV Owner** – Owner of the townhouse Unit which will be permitted to use the Parking Space. May be different than the EV vehicle owner

**Parking Space** – The specific singular blacktop space on the townhouse side of the parking lot which is enclosed by white lines in the parking lot area. It includes the supplemental area immediately in front of it for 3 feet and is assigned to the EV Owner of that space.

**Pedestal** – Vertical metal post which allows for an EV charger to be efficiently mounted on a single pedestal.

**Charger** – Means a complete assembly consisting of conductors, connectors, devices, apparatus, and fittings installed specifically for the purpose of power transfer and information exchange between a branch circuit and an electric vehicle. (*Some manufacturers refer to this as a connector*)

**EVCS** - An electric vehicle charging station is a piece of infrastructure that supplies electric energy for the recharging of plug-in electric vehicles, including electric cars, neighborhood electric vehicles and plug-in hybrids. This includes the structural support, pedestal, EV charger, cable, and any safety devices.

**Owner Initials****Application/Installation procedures**

<b>Homeowner</b> has read, agreed, and signed the complete EVCS rules document/installation Agreement.	
<b>Licensed Electrician</b> has read and signed the EVCS rules document.	
Completed Architectural Request Form	
Signed indemnification form.	
Site plan with exact locations of proposed installation and path of electrical cable in conduit and planned depth of trenching.	
Information/pictures on the make/model/color of charging Pedestal with dimensions and whether pedestal base will be poured or cast concrete and planned depth.	
Information/pictures on the make/model/color of charger.	
Information on EVCS safeguards.	
Safety bollard will be dictated by the HOA during ARC request process	
Permit number must be provided to the HOA <b><u>at least 7 business days</u></b> before work commences.	
Copy of homeowner liability policy with \$1,000,000 coverage and HOA noted as an additionally insured as-well-as having the "right to receive notice of cancellation" will be provided to the HOA <b><u>at least 7 business days</u></b> before site work commences.	
I will notify any neighbors that will be impacted by installation process at least <b><u>7 business days before</u></b> site work commences.	
Electrical Cable/trenching will be confined to owners' property and limited common elements. I will not encroach on any neighbor's property.	
Any area that has been disturbed during installation will be returned to a landscaped/undisturbed condition as soon as site work is completed.	

HOA is responsible for address number installation on the EVCS once installation is complete. This is noted by receipt of the completed electrical inspection certificate by the HOA.	
I will reimburse the HOA for any costs associated with this EVCS ARC application that is bore by the HOA.	

### **Sale of Home**

EVCS and associated rules must be disclosed to prospective buyers	
Seller of home must deactivate/remove EVCS unless purchaser of home agrees in writing to accept EVCS prior to closing. This document must be sent to the HOA within 7 days of mutual acceptance of a contract for the sale of the home.	

### **Removal of EVCS**

Completed Architectural request form submitted to HOA stating removal of EVCS	
Removal must be completed by a licensed electrician and any required permits obtained	
EVCS must be fully removed including any concrete footings/bollards	
Any buried electrical cabling/conduit may remain in the ground for future use but must be properly disconnected from the homes circuit breaker panel.	
Areas disturbed by removing EVCS must be restored to a like new condition	
HOA must be notified at completion of project	



## Townhome Deck/Fence Guidelines

Our community started with a very uniform look, that was mandated to remain uniform, as outlined in the original bylaws.

### 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.

Unfortunately, two things happened: the original Townhouse Declaration was very vague and over time changes occurred that were not approved, should not have been approved or occurred “under the radar” ... ultimately leading to today’s “somewhat random” appearance throughout our townhome community.

The HOA Board of Directors decided to draft updated guidelines (using color examples, descriptions) that will help to steer -over time- our community back to its originally intended appearance.

In the last section/attachment, you will find a diagram to define structural wording and color swatches that should help to guide us through the “brown vs. brown” discussion, as this means different things to different people. Lastly, please remember to review the permit process with the Borough if applicable.

We appreciate your support and understanding!

Regards

Your Board of Directors  
HOA Riverwoods  
November 2024

## 1. Requirements for Decks (Lower & Upper):

### Size

*Length*- maximum allowed is 16' perpendicular to the townhome rear wall

*Width*- Maximum width allowed can be no larger than the width of the townhome structure and may not encroach on another owner's property.

Keep in mind: Although the Riverwoods HOA may approve the max size allowed of 16', New Hope borough Zoning and/or Code Official may limit the size of the deck to a smaller footprint than what could have been approved by the Riverwoods HOA. In this case, the New Hope Borough decision will be controlling, e.g., (deck may be smaller than Riverwoods HOA approves, but never larger).

→ Therefore, we must ask to apply & obtain a borough approval prior to filing an ARC request with the HOA.

### Colors

Brown for the main deck boards.

Brown and Black for deck railing systems/fences, (this includes posts).

(We will be limited to colors matching the sample colors on the pages at the end of this document)

### Materials

Decking (see Diagram 1):

Only natural wood or composite wood (such as Trex or Timber Tech (and similar trade names) are preferred)

## Railing system

They consist of posts, top and bottom rails, and balusters (commonly also called the "slats") between the posts, again see Diagram 1.

- *Posts*- Wood, Prefabricated PVC covers for wood posts, and Pre-manufactured metal is required.
- *Top/Bottom/Cap Rails*- Wood/Composite wood/prefabricated metal rails are required.
- *Balusters/Slats*- Only vertical balusters/slats are acceptable. (Balusters/slats can be of wood or prefabricated metal)

Modern decks have started to utilize horizontal balusters/slats and sometimes also steel cable systems (horizontal or vertical).

In order to steer our community back to its original intended look, we can not approve steel-cable systems nor horizontal balusters/slats.

## 2. Deck Fences:

### Location

Deck Fences are only allowed under elevated decks.  
[Note: "Fences" on the upper deck (on Townhouses with two stories) shall be called "Railing" to help differentiate the two]

Fences are approved only to a footprint size no larger than that of the elevated deck above, see photos at end of this document for approved examples

### **Fence/Railing Height**

The maximum height shall be four feet or any lower height in accordance with borough regulations.

(Deviations from the height rule may be approved on a case-by-case basis, during the Architectural Request Process, e.g., to address sloping ground of the ground-floor area.)

### **Colors**

Same as those approved for railings

### **Materials**

Same as those approved for railings.  
They must have similar style as the deck railing above them.

## **3. Privacy Walls**

### **Definition:**

Those are “fences” between adjacent units, to the left or right, on the lower and/or upper levels of decking where they add an element of privacy.

Also, the height is often intended to be higher than fences on the lower ground (4 ft) or railing systems on upper ground (as defined by borough code).

Privacy fences in front of the property are not allowed.

(See examples attached to this document).

### **Colors:**

Same as those approved for Railings and Deck Boards

### **Height/Length**

Maximum privacy wall height is 6' but must not extend lengthwise out farther than the deck itself.

**Materials:**

Wood or prefabricated metals are required.  
Lattice is not permitted.

**Balusters or Spindles**

Vertical/Horizontal styles are acceptable.

**Enclosures:**

Enclosures of any kind are not allowed.

(This includes gazebos, "tent like structures", open air enclosures, with material such as netting, chicken wire, lattice, etc...)

**4. Overall:**

Some examples of acceptable styles and colors are listed under "attachments".

## Attachments:

### i) Clarification of terminology

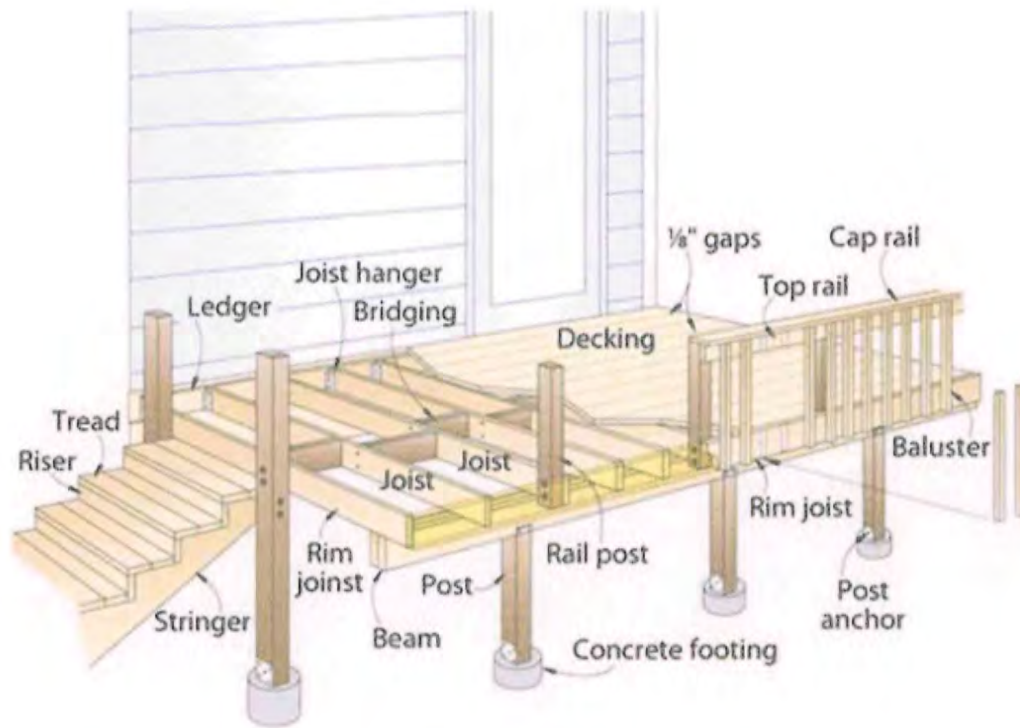


Diagram 1, to clarify terminology

## **ii) Stains (if natural wood is used)**

If a homeowner selects natural wood, be aware that it will need to be stained on a regular basis.

Of note: There are four basic types of deck finishes: solid, semi-solid, semi-transparent, and clear stains. The main difference between each one, is the amount of pigmentation they hold. From a solid stain to a clear sealer you will find less and less pigmentation.

*Subsequent stains will need to adhere to the initial stain, as submitted and approved in the original ARC request.*

The HOA board of directors reserves its right to inspect decks on a regular basis and to compare the color and appearance against pictures that were original submitted.

Should a deck be desired to receive a different color/stain, a new ARC request will need to be submitted.

All this obviously does not pertain to “engineered” deck material, aka composite wood, Trex, etc.

### iii. Colors

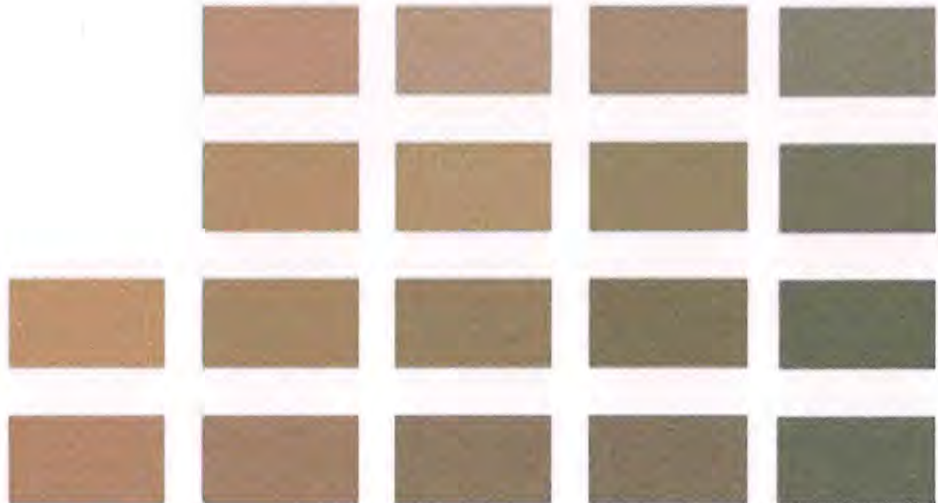
Unfortunately, the original bylaws did not include color examples of any type. Nor can we safely ascertain original colors after 25+ years.

However, some original decks remain, and all were of “dark brown” and posts were often black or similar “dark brown.”

To steer our community back to a uniform original look, we are using this “generic” color swatch and depict colors of black/browns that are acceptable.

We purposely stayed away from depicting a specific company’s color-naming “convention”, each one HomeDepot, Lowe’s, Sherman, etc, have their own trade-marked naming convention.

Please look at the examples to the right, where we tried to depict the color “darkness” of brown as best as we could



**iv. Examples:**

Here are some *examples* from our community that adhere to the original look, using either natural wood or engineered composites.

They are by no means intended to be “only this exact look” but might help you to find a solution that works for you and adheres to our requirements.



## ARCHITECTURAL REQUEST FORM

Today's Date:

Type of Change being requested:

Name:

Address:

Home Phone #:

Cell Phone #:

Email Address:

Full Description of the Change:

Must attach pictures, catalog cuts, color samples, and drawings. Must also attach Height, Length, Width, and all Dimensions.

The owner must notify neighbors if the project will interfere with the neighbor's property, and the owner will repair any damages to a neighbor's property to its original state in a timely manner. Owner will be responsible for repairs for any damages made to common area. Once completed, you must notify the Property Manager of completion. If your architectural request application is approved, it is valid for **no more than six months** from the approval date.

Anticipated start and finish dates:

*Start* \_\_\_\_\_ *Finish* \_\_\_\_\_

Submission of this form and its approval or disapproval by the Board does not replace the resident's obligation to abide by all Township ordinances and permit requirements.

The owner also understands that there may be a site visit by the Board and/or Management.

**Homeowner initials**

Include Pictures, catalog cuts, color samples and drawings that may help the board in their decision	
Include necessary Length, Width, Height and any other required dimensions included in ARC request	
Homeowner(s) agree to abide by all local ordinances, codes, permit requirements, and all Riverwoods at New Hope rules and regulations.	
If approved, homeowner(s) will be notified by mail. Approvals are valid for six months. It is the homeowner(s) responsibility to inform CPM the project is completed.	
Project will be inspected to ensure it was completed within approved scope	

**NOTE: Completed form to be returned to the Association's address as listed below, or by fax to 215-491-5620 or email the Property Manager, Dave Craven at [d.craven@cpm975.com](mailto:d.craven@cpm975.com).**

<b>BOARD ACTION:</b>	<b>DATE:</b>	<b>INITIALS:</b>	<b>BOARD MEMBER:</b>
<i>Board Approved</i>			
<i>Board Denied</i>			
<i>Notified of Completion</i>			