

Rules and Regulations Of the Riverwatch Condominium Association

The Board of Directors shall have such powers for the conduct of the affairs of the Association, as are granted by law and the Governing Documents, including the following:

The Board of Directors shall adopt general rules to regulate potential problems relating to the maintenance, repair and replacement of the exterior portions of units and the use of Common Area. General rules may only be adopted or amended by a majority vote of the Board of Directors.

The following rules and regulations shall govern the use and operation of the property known as Riverwatch Condominium Association. These rules and regulations have been formulated not only for the safety and welfare of the owners and residents, but also to protect the owner's privacy, property and the quality of your investment. These rules shall apply to all present and future owners, mortgagees, lessees and occupants of the homes and of the common areas, their agents, employees and guests.

1. In the interest of safety, the driveways and walkways and all entrances, etc., shall be used only for access to and from each condominium and must not be obstructed. This includes those portions of the common areas intended for use by owners and residents.
2. Cycles, scooters, carriages or similar vehicles, or toys or other personal articles shall not be left unattended in any part of the common area.
3. No resident shall plant, place, prune, or remove trees, shrubs or other plantings without first getting written permission from the Board of Directors.
4. In consideration of others owners, no homeowner shall make or permit any noise, vibration or odor that will unreasonably disturb or annoy the occupants of any of the other dwellings.
5. No animal shall be permitted in any portion of the common areas unless on a leash or carried. Pet owners are expected to see that their pets do not foul the walks or driveways or any other area which might be offensive to other homeowners; pet owners are responsible for cleaning up after their pets in the aforementioned areas.
6. Children shall not be permitted to loiter or play upon the driveways, intersections and other hazardous areas.
7. All window coverings visible from the outside of the dwelling must be proper window treatments, such as drapes or blinds, lined in white or off-white. Sheets or temporary coverings in windows shall be permitted only during the first three months of occupancy or during repairs.
8. No commercial or other non-passenger vehicles or any type and no unlicensed motor vehicle of any type shall be permitted to remain overnight.
9. In order that access routes be kept clear vehicles must be parked only in the areas provided for that purpose. No other vehicles including by way of example, but not limited to, trailers of any variety, boats, mobile homes, commercial or recreational vehicles shall be parked on common areas. No vehicle shall be parked in such a manner to impede or prevent ingress or egress of other cars.
10. Any complaints regarding the maintenance of Riverwatch or the actions of the Board of Directors, agents or independent contractors, or any of the other homeowners, members of his family, guest, employees, tenants, shall be made in writing to the Board of Directors or its Agent.

SECTION 1. GUIDELINES

A. Building Alterations and Additions

1. General

- a. Any addition to an existing building, and exterior alteration modification or change to an existing building must have the approval of the Board of Directors before any work is undertaken.
- b. Any additions, exterior alteration, modification, or change to an existing building shall be compatible with the design character of the original building.

2. Detached Structures

- a. Detached structures are not felt to enhance the aesthetic qualities of the community and therefore are not permitted (i.e. tents, sheds, storage facilities, dog houses, etc.)

3. Materials and Color

- a. Only the exterior materials and colors existing on the existing unit and compatible with the architectural design character of the community will be approved.
- b. In general, only those areas that are painted may be repainted; unpainted and unstained areas such as brick and stucco shall remain unpainted and unstained.

B. Landscape and Planting

1. Flower beds are limited to foundation planting, flowers may be planted in the existing bed of the units.
2. Any additional beds must be submitted for approval.
3. All additional flower beds or bed where flowers and plantings have been added are to be properly maintained by the Association.
4. Temporary plants in pots and baskets must be kept properly maintained and removed by November 1st. All containers must be brought in for the season.
5. No living hedges will be permitted on any lot.
6. Vegetable plots or fruit bearing trees will not be permitted.
7. Bed edging is permitted. Edging must be no higher than 6 inches above the ground, and must be natural wood. Edging may not be painted or plastic.

C. Storm and Screen doors and Windows

1. Storm and screen doors and windows are permitted only as approved in order to maintain the harmony and consistency originally intended by the Association.
2. No window awnings are permitted.

D. Pets

1. Subject limitations as may from time to time be set by the Association, generally recognized house pets. Two (2) in number, such as dogs, cats and birds may be kept or maintained within a unit, provided such pets are not in excess of seventy-five (75) pounds.
2. All pets must be kept under the control of their owner when they are outside of a unit and must not become a nuisance to other residents. Dogs and cats must be on a leash or carried.
3. Owners are responsible for any property damage, injury or disturbance caused by their pets.

4. Pet owners are responsible for the immediate removal of their pet's solid waste from common areas or private property, streets and sidewalks. Failure to comply will result in a \$100.00 fine being levied against responsible owners.

E. Sanctions

1. Any violation of the adopted rules and regulations or documents of the Association will result in the following:

- a. First Notice
- b. Second Notice

If correction is not complete within two (2) days of the second notice there will be an assessment of \$50.00 per day as long as the violation continues uncorrected which will be billed to the unit's owner's account. After fifteen (15) days, if non-compliance still exists, the Board of Directors will institute legal action and \$100.00 per day sanctions. Violations include, but are not limited to failure and comply with rules and regulations.

2. Failure to remove your pet's waste from any common area other than private areas will result in a \$100.00 fine for each incident.

3. All violation assessments shall be the responsibility of the unit owner.

F. Late Payment

1. All condominium and assessment fees are due on the first day of each month. Payments received by 5 PM on the tenth day of the month or the last business day before the tenth of the month are considered late and will be subject to a "Late Charge" of \$30.00. Any payment overdue more than thirty (30) days shall accumulate interest at the rate of one and one half percent (1 ½%) per month.

2. A charge of \$30.00 will be made for all checks returned by the bank for any reason. This fee will be charged even if the Management Company is instructed to redeposit the check.

G. Lease Requirements

A Unit Owner may lease his/her unit provided that:

a. The "Application to Lease" has been submitted to the Management Company at least ten (10) days prior to the execution of the lease and has been approved by the Board of Directors. Applications must include two (2) references.

b. An application fee of \$100.00 made payable to the Riverwatch Condominium Association is required and is non-refundable.

c. The term of the lease is for a minimum of one (1) year. A \$500.00 deposit will be required and only becomes refundable after the first year at time of lease termination.

d. The unit shall not be leased to anyone under twenty-one (21) years of age.

e. No more than four (4) persons over the age of 21 are permitted per unit. Any additional persons will be assessed \$50.00 per person per month with a maximum of four (4) persons per unit.

CONFESSION OF JUDGEMENT

Any delinquent assessment for Common Expenses, together with accrued interest and late payment penalties, may be enforced by appropriate Country Office, in an action in assumpsit, which shall be indexed by the Prothonotary as lis pendens or an action to enforce the lien and charge provided for herein. Each owner by accepting title to a unit subject hereto agrees that, on failure to timely pay any assessment, The Association by its attorney is empowered to enter a copy of this page of the Declaration, certified by a member of the Council to be true and correct and with that member's affidavit that the defendant is an Owner subject to the provisions hereof, in any court having

jurisdiction and there to confess judgment in favor of the Association and against the delinquent Owner for the amount of any delinquent assessments, plus interest and late charges aforesaid, costs and all attorney's fee's incurred by the Association. Any judgment against an Owner shall be a lien against the unit, enforceable as provided by law. The delinquent Owner shall be obligated to pay all expenses of the Association including attorney's fees incurred in the collection of delinquent assessments by legal proceedings or otherwise, which expenses and amount together with accrued interest shall be deemed to constitute part of the delinquent assessment and shall be collectible as such.

ATTACHMENT OF RENT

That in the event the Unit Owner should fail to pay any charge of assessment levied by the Association against a leased unit, and such failure to pay continues for thirty (30) days, the Council of the Association shall so notify the lessee of the unit in writing of the amounts due and within fifteen (15) days after the date of such notice, the lessee shall pay to the Association the amounts of said unpaid charges or assessments. The amount of such unpaid charges or assessments paid to the Association by the lessee after non-payment by the Unit Owner shall be credited against and shall offset the next monthly rental installment due to the Unit Owner following the payment by the lessee of said charges or assessments to the Association.

MISCELLANEOUS

Litigation against Council or the Association by a unit owner or by the Association against a unit owner.

In the event that any litigation, lawsuit, legal proceeding of any nature whatsoever or the like is brought against the council or the Association by any unit owner or resident, or is brought by Council or the Association against any unit owner or resident, and in the event Council or the Association prevails in such litigation or other legal action, then Council may assess against the unit owner and the resident all of the costs of such litigation or legal action incurred by Council in the defense against such action or the pursuit of such action as the case might be, including, among other things court costs, all attorney's fees (including pre-litigation consulting fees), expert witness fees, all other expenses incurred in connection with the continuation of such litigation and a reasonable time allowance for all employees, staff or member of council who may be involved in such litigation, and such litigation, and such assessment shall be due and payable as any other assessment against the unit.