

**RULES AND REGULATIONS**  
**OF THE**  
**RIVERWATCH CONDOMINIUM**  
**ASSOCIATION**

*effective 9/1/10*

The Executive Board of the Riverwatch Condominium, pursuant to the powers granted to it in the Declaration and as otherwise provided by law, hereby amends and restates the Rules and Regulations of Riverwatch Condominium for the safety, welfare, investment and privacy of the Unit Owners. These Rules and Regulations are as follows:

**Guidelines**

**A. GENERAL**

1. In the interest of safety, the driveways, walkways, court, entrances, common ground, 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. Non-motorized bicycles, scooters, carriages or similar vehicles, or toys or other personal articles shall not be left unattended in any part of the common area. Any such items left unattended shall be considered as abandoned and may be removed without recourse to the Association or the Executive Board.
3. Children shall not be permitted to loiter or play upon the driveways, intersections and other hazardous areas.
4. Each owner, occupant, and guest shall assume full responsibility for protecting his unit, vehicle, and the contents thereof from theft, robbery, pilferage, vandalism and other loss.
5. No nuisance or offensive use of any unit shall be allowed. No Unit Owner shall allow noise from inside his unit to extend outside his unit, including radio and television transmissions.
6. Unit Owners shall be fully responsible for all damage to vehicles and other property caused by the Unit Owners, their guest, occupants and invitees.
7. No swimming pools are permitted.
8. No unlicensed motor vehicles, including automobiles, go karts, scooter, skateboards, etc. are to be operated on Riverwatch Court or in any of the common areas.
9. Any playground or sports equipment; for example, basketball nets, hockey nets, etc., are not permitted on Riverwatch Court, driveways, or walkways.
10. Vehicles shall not be driven in excess of speed on any driveway or roadway in the complex and vehicle operators shall exercise extreme caution in the operation of any type of vehicle.

11. Any outside activity, party, meeting or event using the common elements or public area for entertainment or other use, example: but not limited to moon bounce, music, food, must first receive written permission from the Executive Board and Township if required. The Executive Board may impose reasonable restrictions on the use of the common elements, including time limitations, use limitations and the requirement for the user to obtain their own insurance.
12. Placement of trash at curbside will be no earlier than 4:00 P.M. the night before the scheduled collection day and removed from the curbside no later than 6:00 P.M. on the day of collection. At all other times, trash cans are to be stored inside the Unit Owner's garage. Unit Owners are responsible for immediately removing any trash that is spilled or blown originating from their trash cans or receptacle.
13. Each owner shall cooperate with the Association for the purpose of pest control inspections and treatment.
14. All Unit Owners will allow access to their units by the Association and its contractors, workmen, employees and agents to repair, maintain and inspect the common elements.
15. In no event shall the Board, the Association or the Managing Agent be or be deemed to be liable for any loss, damage, or injury to persons or property caused by or arising in connection with any owners, occupants or guests pets or animals. By acquiring an interest in a unit in the property each Unit Owner agrees to indemnify, defend and hold harmless the Executive Board, the Association and Managing Agent against any claim or action at law or in equity arising out of or in any way relating to such owner's or occupant's or guest's pet or animal.
16. No illegal activity or violations of any statutes or ordinances shall be allowed in any unit, including any zoning or building code violations.

## **B. BUILDING**

1. There shall be no water beds of any nature allowed in any unit.
2. Toilets, sinks, and other plumbing apparatus in the units shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them. Any damage anywhere resulting from the misuse of any toilets, sinks or other plumbing pipes or fixtures in a unit shall be repaired and paid for by the Unit Owner whose unit is responsible for the damage.
3. Nothing shall be thrown or permitted to be thrown from the windows of any unit, specifically, but without limitations, balls, toys, cigarettes, matches, and fireworks of any kind.
4. Outdoor cooking shall be conducted so as not to be offensive to any neighbor. The use of grills on decks, in garages or within ten (10) feet of any structure is not permitted. Outside fires of any kind, other than the permitted use of grills is prohibited.
5. All exterior windows must have proper interior window coverings. Window coverings include blinds, shades, curtains, and drapes. They are to be maintained in good condition that are capable of covering the entire window and which display an unpatterned white or off-white color to the exterior.

6. No unsightliness within the public view is permitted within the property. For this purpose "unsightliness" includes but not limited to the following: the unsightly placement, storage of equipment, cans, bottles, boxes, trash, ladders, or any other items of personal property in any limited common element land. "Unsightliness" shall also include the placement and storage of any toys, sports equipment, garbage cans, household or commercial supplies or other similar articles outside.
7. Cleaning of units, including all windows, is a responsibility of the respective owners and occupants.
8. Washing, cleaning or polishing of cars is limited to occupants only. Repairs to automobiles and other equipment performed outdoors or repairs to autos and equipment that has the potential to damage, deface or soil the common elements or limited common elements is prohibited.
9. No window awnings are permitted.
10. Detached structures, including but not limited to tents, sheds, storage facilities and dog houses are not permitted.
11. Any modifications to an existing structure that has the potential to affect the common elements or limited common elements and any exterior alteration, modification or change to an existing structure must have the written approval of the Executive Board, as well as Tinicum Township, before any work is undertaken.
12. Each Unit Owner must replace his/her hot water tank every ten years. Tankless hot water heaters must be replaced according to manufacturer's recommendations. Unit Owners must give proof of the date of installation of their hot water tanks to the Management Office. Should a Unit Owner fail to give such proof within 30 days of written notice from the Condominium Association, then it will be assumed that the hot water tank is more than ten years old and it will be required to be immediately replaced. If legal action is required to compel a Unit Owner to replace his/her hot water heater, then those legal costs shall be completely borne by the Unit Owner. Further, any Unit Owner who fails to abide, their claims will not be submitted to the Association's insurance carrier.
13. No subsidized housing or rental of any kind permitted.
14. Barbeque grills and their propane tanks will be stored safely in each unit, be turned off, and be kept away from all ignition sources.
15. No holes shall be made in decks, siding, roof etc. Any offence, the owner will be held responsible for any repair, leak, etc. resulting from any damage.
16. Nothing, for example, clothes, bedding, rugs, or towels etc., are to be hung or dried on decks. Also, aside from proper outdoor deck furniture, nothing is to be stored on decks.
17. TV and dish installation must be installed professionally and all equipment must be properly secured and maintained to ensure safety and regulation requirements. No dishes are permitted to be greater than 20 inches in diameter. Dish installation must be installed on the eaves of the roof. All cable wires must run through the garage and inside the unit. No penetration of the roof or siding is permitted and any leaks or damage will be the responsibility of the Unit Owner. All equipment must be properly removed upon termination of service.

18. Washing machines must be equipped with Flood Safe type hoses. They must be burst and leak proof.
19. No decorative flag with the exception of the American flag is permitted to be hung from the deck.
20. Nothing other than permitted window treatments shall be permitted to block the view from any window or door. This includes, but not limited to, signs, personal property, posters, banners, decorative flags, stickers, etc.

### C. PARKING

1. Any owner, occupant or guest of a unit who violates the parking regulations shall have their vehicles towed away at their own risk, and the owner of the vehicle shall be responsible for payment of the towing charge.
2. No commercial or other non-passenger vehicles of any type, and no unlicensed motor vehicle of any type shall be permitted to remain overnight except inside of a garage.
3. In order that access routes are kept clear, vehicles must be parked only in the areas provided for that purpose. No vehicle shall be parked in such a manner as to impede or prevent the ingress, egress, or movement of anyone else or any other vehicles.
4. No vehicles, other than currently licensed and inspected private passenger motor vehicles owned by unit owners or their guests while visiting a unit owner may be parked in common areas. These prohibited vehicles include, by way of example, boats, mobile homes, commercial or recreational vehicles.
5. No commercial vehicle and no vehicle with a registered gross weight of greater than seven thousand (7,000) pounds may be parked in any driveway or common area except when actually engaged in service work to a unit or the common areas and the occupants of the vehicle are on site. No such vehicle will be parked overnight.
6. No abandoned vehicle, unregistered vehicle, vehicle with expired registration, or vehicle without a current state inspection will be allowed to park in driveways or common areas.

### D. LANDSCAPING

1. No resident shall prune or remove trees, shrubs or other plantings without getting written permission from the Executive Board.
2. Vegetable plots or fruit bearing trees will not be permitted in any common areas.
3. Flower beds must be approved by the Executive Board and shall normally be limited to foundation plants placed in the existing beds of the units.
4. Any plants in pots and baskets must be kept properly maintained and the pots and baskets must be removed by November 1st.

## E. PETS

- ① Each unit may only have one dog, cat or bird not exceeding twenty-five pounds in weight. No other pets are permitted. No unit owner may permit any livestock, poultry, rabbits, etc in his unit.
2. All pets must be kept under the control of their owner when they are outside of a unit and must not cause a nuisance or unreasonable disturbance. Animal must not pose a threat to the health and safety of any owner, occupant, guest or natural wildlife. Dogs and cats must be on a leash or carried at all times.
- ③ 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 per occurrence being levied against responsible owners.
4. No animal will be locked in the garage or kept on the deck. No deck is to be used for animal waste. Any violation will result in a \$100.00 fine being levied against the owner.
5. Township of Tinicum prohibits feeding of the wildlife.
6. No food of any kind, pet or human, is to be stored outside.

## PAYMENT OF DUES AND ASSESSMENTS

1. All monthly condominium dues and any assessment fees are due on the first day of each month. Payments not received by 5:00 P.M. 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 \$50.00 for the first month the account is not paid in full. Any payment overdue more than thirty (30) days shall be charged an additional \$50.00 per month. The Association may take legal action at any time against a Unit Owner who has not timely paid his/her dues and assessments. In addition to any other remedies the Unit Owner will be also be responsible for the Association's attorney's fees, legal costs and expenses.
2. A charge of \$35.00 plus any other fees charged by the Association's bank 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.

## LEASE REQUIREMENTS

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

- ① The "Application to Lease" has been submitted to the Management Company at least ten (10) days prior to the start of the lease term and the application is approved by the Executive Board. Application must include at least three (3) references.
- ② A non-refundable application fee of \$100.00 for each proposed tenant payable to the Riverwatch Condominium Association is required with each Application to Lease.
3. All leases must be for a minimum term of one (1) year.
- ④ A \$500.00 security deposit payable to the Association will be required and only becomes refundable after the first year at the time of lease termination.
- ⑤ The unit shall not be leased to anyone under twenty-one (21) years of age.

6. No more than three (3) unrelated persons over the age of twenty-one (21) are permitted to lease or occupy a unit. All lessees' names will be entered at the Management Office.
7. Unit Owners who lease their units must have a valid permit from Tinicum Township, and must comply with all of Tinicum Township's ordinances.
8. All Unit Owners who lease their units shall place a provision in the lease that in the event a Unit Owner is more than thirty (30) days delinquent in paying his/her dues and/or assessments, then the lessee is to pay his/her lease payment directly to the Association up to the amount actually owed upon written notification from the Association.
9. As per the Condominium Declaration as filed with the Recorder of Deeds, only 30% of the total units may be leased. In the event more than 30% of the units wish to rent the units, then priority will be given to the unit with the earliest settlement date. The earlier the settlement date, the first to become a rental unit. Any unit currently being leased that exceeds the 30% figure will be allowed to continue until such time as the current lease terminates. Once a current lease terminates, the Unit Owner will not be able to lease until the number of units rented is under 30% figure.
10. Tinicum Township Ordinance, Chapter 10, Article 2, provides that the Township may immediately revoke the Use & Occupancy Permit of any property owner, occupier, lessee or tenant found to be a disorderly property.

## **VIOLATION FINES**

Unless otherwise provided for herein, violations of the Condominium Declaration, the Bylaws, and/or the Rules & Regulations shall result in the following schedule of fines:

1. First Violation: A written notice of the violation will be given or sent to the Unit Owner. Except for matters involving health and/or safety, the notice will give the owner ten (10) days to remedy the violation. Health and safety violations must be corrected within a shorter time limit as stated. If the violation is not timely remedied the fine is \$25.00. If the violation is still not corrected after five (5) days from the date the remedy was due, then the fine is increased to \$50 per day. If the violation is not corrected fifteen (15) days after the remedy was due, the fine is increased to \$100 per day as long as the violation remains uncorrected.
2. Second Violation: In the event of a second violation against the same Unit Owner for a similar infraction, the fines are doubled. If a person cures a violation but subsequently violates the same provision again within six (6) months, the subsequent violation shall be counted as a second violation.
3. Owners are responsible for the payment of any fines imposed with respect to their unit, or as a result of the actions of the owner's occupants and/or guests.
4. Any owner may request reconsideration and/or a hearing before the Executive Board by presenting a written request within ten (10) days of the notice of violation.

## LITIGATION EXPENSES

In the event that any litigation, law suit, legal proceedings of any nature whatsoever or the like is brought against the Executive Board, the Association or the Condominium by any Unit Owner or tenant, or if legal action is brought by the Executive Board against any unit owner or tenant, and in the event the Condominium or Executive Board prevails in any way, then the Unit Owner associated with the litigation shall be assessed all legal costs and expenses associated with such action. Litigation expenses includes, but is not limited to attorneys fees, filing fees, expert witness fees and lost wages incurred by witnesses.

## MISCELLANEOUS PROVISIONS

- ① Any Unit Owner including a director, shareholder, officer, member or partner of a unit owned by other than an individual person, shall be ineligible to hold any position on the Executive Board while engaged in litigation against the Condominium Association and/or its Executive Board.
2. Any Unit Owner that is delinquent in paying condominium dues and assessments or who has failed to correct a violation shall be ineligible to hold any position on the Executive Board.
- ③ Only Unit Owners who are primary residents of Riverwatch are eligible to hold positions on the Executive Board.
4. Nothing contained in these Rules and Regulations shall be interpreted to prevent or delay the Executive Board or Management Office from immediately enjoining, abating, removing or remedying any violation or breach of any Declaration or Riverwatch document which may impair, or in anyway affect, the value or safety of the Association or the use, enjoyment, safety or health of any owner or occupant.
5. Nothing in these Rules and Regulations are meant to supersede any state, federal or local law or regulations. If rules are more stringent they will apply.
6. Any insurance claims or financial claims involving the Association resulting from any damage to any unit must first be inspected by an adjuster appointed by the Executive Board. Pictures and documentation must first be furnished to the Management Office BEFORE any work is done and any Association insurance claims are accepted and filed or any monies paid.
7. Every Unit Owner is to provide their own content insurance with a minimum of fifty thousand dollars and liability coverage of one million dollars. Policies are to be filed with the Management Office and proof upon request.

8. All Unit Owners shall be fully responsible and liable for the acts, conduct and omissions of the persons leasing, renting, living in or occupying the unit. If such persons are causing repeated disturbance, hostile actions, or police occurrences, or are contrary to the terms and provisions of these Rules & Regulations, Bylaws, or Declaration, or, if owner is unable to control the conduct of any such person or persons to conform, owner will be furnished with written documentation of violations. Owner shall file eviction proceedings within ten (10) days of receipt of written notice, without compensation for loss rentals or profits, or any other damage. An Ordinance of Tinicum Township makes it a violation to have more than three (3) police responses to the same property within any preceding sixty (60) day period.
9. All corrective actions regarding violations of the Rules and damage to the Common Elements shall be enforced by the Executive Board and should be reported promptly to the Executive Board or Managing Agent.
10. Any damage incurred to a unit resulting from direct neglect or violation from owner or occupant will be the responsibility of the Unit Owner.
11. Any complaints regarding the maintenance of Condominium or the actions of the Executive Board, or any of the Condominium's agents or independent contractors, or regarding any Unit Owners, tenants, or guests shall be made in writing to the Executive Board or the Management Office.
12. Any requests of records or documents will be charged a flat fee of \$25 plus a copy fee of \$1.00 per page after the first 5 pages. Any requests for archived records researched by the management company dated more than one year from the current date will be charged an hourly rate of \$25 for this service and a copy fee.
13. These rules shall apply to all Unit Owners, mortgagees, invitees, lessees and occupants including their successors and assigns. All of these persons or entities shall be bound by these Rules and Regulations and by standards of reasonable conduct whether covered by these rules or not. Any person or persons leasing, renting, living in or occupying the unit shall abide by the Condominium Declaration, Bylaws, and these Rules & Regulations, and the owner shall be fully responsible and liable for the acts, conduct and omissions of such owner's occupants and guests which violates these Rules, the Declaration and or the Bylaws.

Revised 09/25/2010