

# BEACON HILL TOWNHOUSE CONDOMINIUM RULES AND REGULATIONS

#### STATEMENT OF PURPOSE

Rules and Regulations as stated herein are necessary to ensure that all residents may enjoy the benefits of the highest standards of safety, comfort, and privacy. Because the lifestyles of the residents of any community vary widely, it is important that the Rules and Regulations of the Association be adhered to so that respect for the rights of all may be maintained. Beacon Hill Townhouse Condominium provides a reasonable accommodation for persons with disabilities.

The terms herein shall have the same meanings as defined in the Declaration of Condominium of the property known as Beacon Hill Townhouse (BHT or the Association) a condominium created under and subject to the Pennsylvania Uniform Condominium Act. All present and future owners, mortgagees, lessees and occupants of the Units and of the Common Elements and their agents, employees, guests and any other person or entity who or which may use the facilities of the Property are subject to and bound by these rules and all amendments thereof. BHT is a community of neighbors, we are not police.

Common Property and Units shall be used only for the purpose set forth in the Declaration. These Rules and Regulations are adopted pursuant to the Beacon Hill Townhouse Condominium, The Declaration of Condominiums, Code of Regulations, and may be enforced in accordance with those documents. The Board reserves the right to amend these Rules and Regulations as may be required from time to time.

PLEASE NOTE: OUTLINE OF STANDARD FEES FOR VIOLATIONS OF RULES AND REGULATIONS CAN BE FOUND IN SECTION VII AT THE END OF THIS DOCUMENT.

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#### SECTION I: STRUCTURAL REGULATIONS

#### A. PAINTING

- 1. All units are painted by the association on a cyclical schedule. The schedule is available to all owners.
- 2. All units will be repainted the existing color. If the unit owner wishes to CHANGE the color, style or form, the Request for Alteration form must be submitted.
- 3. Requests for color changes are processed and approved by the management company.
- 4. Expenses incurred for color changes requiring more than one (1) coat will be the responsibility of the unit owner. Payment must be made in advance directly to the painting contractor. Colors must be chosen from the palette of colors available in the neighborhood.
- 5. The homeowner, at their sole expense, is responsible for painting and maintaining all approved structural alterations/additions including but not limited to:
  - a. Storm doors
  - b. Railings
  - c. Ramps

#### B. DOORS

- Exterior doors, including patio/balcony doors, storm doors and garage doors, may not be altered from the original design or color without prior approval, using the Request for Alteration form.
- The unit owner is responsible for <u>REPAIR</u> and maintenance of all exterior doors. Because <u>MOST</u> replacement door frames are manufactured as a packaged unit including the door, the Association will assume responsibility for replacing the door <u>ONLY</u> if the door <u>FRAME</u> is deteriorated beyond repair, as determined by the Maintenance Supervisor.
- 3. Installation or replacement of front storm door(s) requires prior approval of the management company and must comply to the following standards:

- The storm door(s) must be constructed of either a vinyl clad, aluminum or other type of metal product.
- b. Must be full view
- c. Glass must be plain.
- d. Brass designer trim not to exceed 3" in height is permissible at the bottom of the door.
- e. Security grates or grills and other types of decorative inserts are prohibited.
- f. All exterior finishes of the storm door(s) must be a neutral color.
- 4. Deck/patio doors must be either dark brown or black and must match windows.

#### C. WINDOWS/WINDOW COVERINGS

All window replacement and/or alterations must have prior approval, using the Request for Alteration form.

- 1. May or may not have muntins, but double-hung windows must match.
- 2. Window replacements must be double hung style except for by window side panels, which may be casement style.
- 3. Frames and muntins must be either dark brown or black.
- 4. Glass block security windows may be installed at basement level only.
- 5. Types of window alterations that will be denied include:
  - a. Windows with reflective glass.
  - b. Windows with white frames or white muntins
  - c. Windows with beveled glass.
- 6. All window coverings must have a light neutral color and must be in good condition, not broken or torn.
- 7. Damaged window or door screens must be repaired or removed.

- 8. For safety purposes, broken glass in windows and/or doors must be replaced.
- 9. Windows must be fully functional and may not be propped open with any object.
- 10. For safety purposes, temporary or adjustable screens that fit below an open window are not permitted.

#### D. BALCONIES/DECKS/PATIOS

- 1. All alterations and/or additions to balconies, decks and patios require a Request for Alteration form as well as any needed permits from the Borough.
- 2. Construction must be made of an approved material.
- 3. Railings may not be any higher than what is required by code and require at least 40% open area.
- 4. Safety barriers must be transparent.
- 5. Carpeting of balconies, decks and patios may be done under the following conditions:
  - a. Carpeting must be appropriate to the type of deck surface.
  - b. Carpet may not be permanently attached to said balconies, decks and patios.
  - c. No front entryway may be painted, decked or carpeted.
  - d. Owners are responsible for any damage caused by carpeting.
- 6. Landscaping borders or patio extensions may not interfere with grass cutting.

#### **E. EXTERIOR LIGHTING**

Replacement of or addition to exterior lighting requires a Request for Alteration form.

- 1. One (1) motion light in the rear of the unit is permitted.
- 2. Motion lights may not shine so as to disturb neighbors in any direction.
- 3. Walkway and landscape lighting (decorative solar lighting) is permitted in the front of the unit. The maximum allowable number of lights is six (6). All lights must match, be

fully functioning and be removed if they become non-functional. Solar lights may not interfere with lawn maintenance.

4. Electric or battery-operated welcoming candles in windows are permitted throughout the year.

#### F. FIREPLACES

- 1. Gas/electric fireplaces are permitted.
- 2. If any unit was constructed with a log burning fireplace which is in use, it must be serviced annually. Recommend that it be converted to gas or electric.
- 3. Log/wood burning stoves/heaters are not permitted.

#### G. MISCELLANEOUS ALTERATIONS/ADDITIONS

#### 1. AIR CONDITIONER COMPRESSORS

- a. The Request for Alteration form must be used for newly installed air conditioning compressors (not replacement units).
- b. Window air conditioning units and/or window fans are prohibited. Portable indoor air conditioners with flat window vent are allowed, one per room on the top floor only.
- c. Excessively loud air conditioners must be repaired.
- d. It is recommended that air conditioning compressors be regularly checked and serviced.

#### 2. VENTING OF HIGH EFFICIENCY FURNACES

Request for Alteration form must be submitted for venting of high efficiency furnaces. The outside vent pipe should be a compatible color to match the surrounding elements.

#### 3. FURNACES/HOT WATER HEATERS

a. For the safety of the community, furnace inspection must be done annually and proof submitted to the management company.

- b. It is recommended that furnace filters be checked and replaced twice per year.
- c. Hot water heater installation must be performed by a licensed professional.

#### 4. RADON

Radon mitigation systems are permitted. A Request for Alteration form must be submitted and approved prior to installation.

#### 5. ATTIC FANS

- a. A Request for Alteration form must be submitted for attic fans.
- b. A diagram of the exact location of the unit is required with the alteration request. Venting of fan units must be on the rear portion of the roof.
- c. Any damage caused to the roof will be the responsibility of the unit owner.

#### 6. SOLAR PANELS

Solar panels are prohibited.

#### 7. AWNINGS

- a. Request for Alteration form must be submitted for installing awnings.
- b. Only fabric type awnings, either stationary or retractable, are allowed over patios, decks or balconies. A swatch of the material indicating color and fabric must be submitted with the alteration request.
- c. Front porch and window awnings are not permitted.
- d. Bamboo or plastic shades or blinds, plastic drop style enclosures or enclosures of any type are not permitted.
- e. Torn, tattered, faded or any awning in disrepair must be repaired, replaced or removed. If the awning is removed, the support system must also be removed. In addition, the structure to which the support system was attached must be restored.

- f. Awnings may not be up before April 1 and must be taken down by November 30.
- g. If your intent is to not replace your awning, you have two years to remove the frame and brackets and restore the siding.
- h. Pergola type deck/patio coverings are prohibited.
- i. One deck/patio umbrella is permitted. The umbrella must be sell-secured and shall be closed when not attended.

#### **SECTION II: COMMON GROUND**

Common ground/property is maintained for the exclusive benefit and enjoyment of all residents of Beacon Hill Townhouses. No alterations or additions of any kind are permitted without prior approval using the Request for Alteration form. Nothing can be stored, hung, exposed or otherwise affixed to any portion of the common property which includes all building exteriors, trees and shrub beds. Specific guidelines include:

#### A. FLAGS/BANNERS/WINDSOCKS/WINDCHIMES/MISCELLANEOUS

- 1. Flags, banners, windsocks or windchimes may be displayed or exhibited in the rear of the unit.
- A small seasonal garden flag is permitted in the front of the unit.
- 3. In accordance with the AMERICAN, COMMONWEALTH AND MILITARY FLAG ACT, unit owners are permitted the outdoor display of one American flag, Commonwealth flag and military flag on their unit, one of which may be flown in the front, with a maximum size of 3 x 5 feet and attached to the unit by brackets no longer than 6 inches long. All other methods are prohibited.
- 4. No linens, cloths, clothing, curtains, rugs, mops, beach towels hanging over decks or laundry of any kind shall be hung from any of the windows, doors or balconies/decks.

#### **B. GENERAL DECORATIONS AND ACCESSORIES**

1. In the front of the unit, flower pots with live foliage only (no artificial flowers), flower planters, decorative accessories, etc., are permitted, however they may not be

- affixed to the structure of the unit including shutters, windows, window frames, door frames or exterior light fixtures.
- 2. The maximum number of items in front of any unit is limited to four (4). Items allowed include garden flags, potted plants or decorative items. Any items beyond four in total or those listed is subject to Request for Alteration.
- 3. No item may exceed twenty-four (24) inches in length, height or width/diameter. Supports necessary to display a decorative item or accessory may not along with the item, exceed a height of thirty-six (36) inches. Items may not interfere with year-round ground maintenance.
- 4. In addition to the items above, one (1) decorative accessory such as a wreath, welcome sign, plaque, etc., may be affixed to the entrance doors. Nothing may be attached or affixed to the door frames, excluding small religious items.
- 5. Dead foliage must be removed from pots and planters no later than November 30. Empty pots/planters may not be stored outside your unit.
- 6. Birdbaths and bird feeders are prohibited. Feeding of birds or wildlife is STRICTLY prohibited.
- 7. In the rear of the unit, flower pots, planters and accessories should be placed within the confines of the deck or patio area. Any item placed in the common area that interferes with grounds maintenance will be removed by Maintenance staff.
- 8. Planting of bushes/trees/gardens on any common ground, including area adjacent to unit, is subject to submission and approval of Request for Alteration.

#### C. HOLIDAY DECORATIONS

1. Holiday decorations may be displayed to commemorate the following holidays during the time period listed:

Spring religious holidays From 10 days before through 3 days after

Halloween From 10 days before through 3 days after

Thanksgiving From 10 days before through 3 days after

Winter religious holidays From 30 days prior through 20 days after

Other Holidays From 2 days before through 2 days after (Valentine's Day, St. Patrick's Day, Memorial/Independence/Labor Day)

- 2. All inflatable or large hanging decorations are prohibited.
- Decorations may not interfere with grass cutting. Yard decorations may not occupy grassy areas.
- 4. Organic fall decorations that are not re-useable (e.g., pumpkins, corn stalks, hay bales and the like) must be removed from the property if they begin to rot, disintegrate, or attract rodents, or by November 30 at the latest.

#### D. SIGNS/ADVERTISEMENTS/DECALS

No sign, notice or advertisement shall be placed upon a unit, exposed in any window or placed upon the common ground except with the express written permission of the Management Company. All requests for permission to display signs, notices or advertisements must be submitted to the Management Company in writing, identifying the material to be posted, and stating its purpose, location to be posted and anticipated duration of the posting.

The exceptions to this rule are:

- 1. A sign not to exceed 1 x 1 foot placed in a window, advertising the unit for sale or rent. Only one (1) For Sale or Rent sign is permitted per unit.
- Block Parent sign issued by the School District.
- "Tot Finder" or "Pet Finder" decals.
- 4. Security system signs, one in the front and one in the back.
- 5. Medic Alert signs.

#### E. TOYS, TOOLS AND PLAY EQUIPMENT

- 1. All toys, tools, bicycles and other play equipment must be stored within the unit when not being used.
- 2. Wading pools are only permitted at the rear of the unit and must be emptied and stored within the unit when not in use.

- 3. Individual swing sets, trampolines, etc., are strictly prohibited.
- 4. Hot tubs are prohibited.

#### F. COOKING GRILLS

- 1. Charcoal grills are **NOT** permitted to be used.
- 2. Propane grills **ARE** allowed, and must have a fireproof protective mat underneath.
- 3. Grilling must take place only on uncovered portion of deck/patio.
- 4. Cooking is not permitted in the front yard, driveway or porch. Cooking is allowed in the rear of the unit only
- 5. Permanently installed natural gas grills require Request for Alteration form.

#### **G. MISCELLANEOUS STORAGE**

- 1. Self-contained storage units are prohibited.
- 2. Recreational vehicles are not permitted to be parked in driveways.
- 3. Deck/patio storage boxes are permitted. They may be no higher than the height of deck railings and no larger than 90 gallons.
- 4. Seasonal patio furniture and propane grills may be stored on the deck or patio. Covering is recommended for the winter months.
- 5. All items on the deck/patio must be functioning and in good repair, and removed when they become rusted, broken or non-functional.
- Decks and patios may not be used to store screen/storm doors, building materials, appliances, furniture (other than seasonal), cardboard boxes, tires or any like items.
- 7. Nothing may be stored or kept on the deck or patio of a unit that is not occupied as a residence, with the exception of temporary absences of six (6) months or less.

#### H. SATELLITE DISH/ANTENNAE

Exterior mounted radio and/or television receiving or transmitting antenna devices are not permitted except for one (1) 18" or less satellite dish. Satellite dishes may only be installed as follows:

- 1. A Request for Alteration form must be submitted showing the manner of installation.
- 2. Only one (1) satellite dish per unit will be permitted.
- 3. A satellite dish shall not be permitted in any front or side yard, or on a roof area.
- 4. Satellite dish must be installed in a professional manner with the dish and all wiring securely fastened in the brick mortar.
- 5. Request for Alteration and approval are required for alternate locations.
- 6. A written decision shall be rendered within forty-five (45) days after receipt of Request for Alteration. If a written decision is not rendered in this time frame, the application shall be deemed approved.
- 7. All satellite dishes must comply with all applicable Federal Communications Commission regulations.
- 8. It is the owner's responsibility to remove any satellite dish for which there is not an account with a provider.

#### **SECTION III: PET RULES**

- A. Residents are permitted to have no more than three (3) domesticated animals with an aggregate weight not to exceed ninety (90) pounds. Reasonable accommodation will be afforded for persons with disabilities.
- B. Per Wilkinsburg Code:
  - 1. All dogs over three (3) months of age must be vaccinated (and re-vaccinated, as required) by a licensed veterinarian.
  - 2. All dogs must be licensed by Allegheny County.

- 3. Spay/neuter of all domestic animals is **highly** recommended.
- C. For your safety and your pet's safety, all pets must be registered using the Beacon Hill Pet Registration Form.
- D. Per Wilkinsburg Code: Dogs may not be restrained unattended outside by any physical restraint or stationary object for the purpose of confinement. Therefore, at no time is any pet to be tied or chained outside any unit, or left unattended on a deck or patio or at any location within the Community.
- E. Per Wilkinsburg Code: Any animal which scratches, digs or defecates upon public or private property other than the property of the owner or person in control of the animal is declared to be a nuisance.
- F. All feces must be <u>immediately</u> removed and disposed of in a sanitary manner in the owner's unit. The Maintenance Staff will not clean up pet waste or perform any landscaping services in areas containing a large concentration of pet waste.
- G. Pets/animals may not be kept in units that are not occupied as a residence.
- H. No cages, kennels, dog houses or runs are permitted outside of any unit or on any common ground area.
- I. Per Wilkinsburg Code: Dogs are not permitted to run at large and must be restrained by a leash or chain not exceeding six (6) feet in length.
- J. Pets must be under the owner's control at all times.
- K. Relief from disturbing pet behavior, e.g., excessive barking, will be sought by the unit resident through the Borough of Wilkinsburg Police Department.
- L. Pets are never permitted within the confines of the Swimming Pool.

#### SECTION IV: MOTOR VEHICLES

- A. Per Wilkinsburg Code: The following vehicles are prohibited to be parked on streets or alleys without special permit from the Chief of Police: RVs, travel trailers, campers, motorhomes, housecars, tent trailers or cargo trailers.
- B. Parking such that movement of other vehicles is not possible will not be allowed.

- C. Residents with garages and driveways **should** utilize same for parking prior to using common parking areas.
- D. Only licensed drivers are permitted to operate motor vehicles within the confines of Beacon Hill.
- E. Only vehicles which bear current license plates and current inspection stickers and are in operating condition may be parked within the confines of Beacon Hill.
- F. No vehicle repairs, except minor or emergency repairs will be permitted. The cost of any damage to the driveway caused by the maintenance or repair of the vehicle will be the sole responsibility of the unit owner.
- G. Any vehicle rendered non-drivable due to damage, mechanical failure, invalid registration plate or expired State inspection can be parked for no more than forty-eight (48) hours in any driveway or parking area. After forty-eight (48) hours, the vehicle will be towed at the vehicle owner's expense.

#### **SECTION V: MISCELLANEOUS**

#### A. INSURANCE

- 1. Unit owners must provide proof of adequate/appropriate insurance specific to condominiums (Unit Owners Policy, Form HO-6).
- 2. It is very important for unit owners to carry the correct coverage, otherwise a unit owner may be personally responsible for all or a portion of the association's deductible. The association's policy does not apply to personal belongings, additional living expenses or upgrades made to a unit.
- 3. Recommended minimum coverage is as follows:

a. Real Property Coverage: \$10,000b. Personal Property Coverage: \$100,000

c. Additional Living Expenses: 6 months

d. Personal Liability Coverage: \$500,000

e. Loss Assessment Coverage: \$50,000

f. Replacement Cost Endorsement

g. Property Loss Deductible \$500

4. Any questions regarding insurance coverage or potential claims, please contact Gallina Company, our insurance agent, at (412) 221-7010

#### **B. SMOKE DETECTORS**

- 1. Each unit is required to have, at a minimum, one smoke detector per floor. Wilkinsburg Code also requires one smoke detector in each bedroom.
- 2. Each unit should have carbon monoxide (CO) detectors in the sleeping area and in the basement.
- 3. A natural gas detector is highly recommended.

#### C. FLAMMABLE SUBSTANCES

- 1. All flammable liquids should be stored in the container in which they are purchased and should be kept in a **safe** place.
- 2. Gasoline and large propane tanks may not be stored inside units.
- 3. Other flammable liquids should be kept to a minimum and those not in current should be disposed of in the proper manner.

#### D. VANDALISM

Members will be held liable to the Association for all costs and fines resulting from the repair and/or replacement of any common element(s) and/or limited common element(s) caused by vandalism, willful neglect, unauthorized modifications or accident. Further, members will be held liable for the actions of their family members and tenants, as well as their guests, employees, contractors and pets.

#### E. REFUSE

- 1. No trash, garbage, rubbish, recycle containers or other refuse shall be stored on balconies, decks, patios, porches, garage entry ways or common areas.
- 2. Trash may be placed in closed plastic bags or trash containers.
- 3. Per Wilkinsburg Code: Trash containers must be watertight and rust- and corrosion-resistant with tight-fitting cover and lifting handles. Such containers shall hold between ten (10) and forty (40) gallons, and may not weigh more than forty (40) pounds when filled.

- 4. Trash should be placed curbside no earlier than 6 PM on the night before collection and no later than 6 AM on the day of collection. Containers must be returned to storage location by 9:00 PM on collection day.
- 5. Per Wilkinsburg Code: Recyclables and trash must be separated. Recycle containers are the property of the Borough and may not be used for other purposes.
- 6. Curbside recycling bins can be obtained by calling the Department of Public Works at (412) 244-2934.
- 7. If for any reason garbage is not placed properly and garbage is scattered, it is the unit owner's responsibility that placed the garbage out to clean up the trash. If not complied with, the trash will be cleaned up by the Maintenance staff and the unit owner will be charged and fined.
- 8. Townhouse residents may not place trash in dumpsters meant for use by Garden Condos or Apartments. Animal waste may **not** be placed in other owners' garbage. Closed containers of waste are not permitted outside the unit.

#### F. NUISANCES

- Wildlife. Per Wilkinsburg Code, feeding of wild animals is a public health nuisance and safety hazard, therefore feeding of birds and wild animals is prohibited within the Community.
- 2. Noise. Per Wilkinsburg Code: Loud or disturbing noises are not permitted, including but not limited to sound-producing or musical machines/equipment, shouting, pets, and cars without mufflers. Additionally, quiet hours shall be observed between 11:00 PM and 7:00 AM.
- 3. Unoccupied Properties. Per Wilkinsburg Code, Code Enforcement has the right to enter a property for inspection concerning the condition of the property or structure or nuisance actions of the occupants. Upon receipt of Notice of Violation from the Borough, the condition or nuisance must begin to be remedied within fifteen (15) days and completed within thirty (30) days of Notice.

#### G. EXTENDED ABSENCES

1. For the safety of the Community, residents are required to notify the Management Company if they are to be gone from the unit for more than thirty (30) days.

- 2. It is recommended that residents arrange for a neighbor to check on the property if gone for an extended period.
- 3. It is recommended that, prior to an extended absence, the resident prepare the home according to the available checklist, including shutting water off at the main shut off valve and maintaining inside temperature at no less than 60 degrees in colder months to avoid pipes freezing.

#### H. RESALE PACKAGE

- 1. Every unit owner who sells or conveys title to another owner must request a resale packet from the Management Company. Such resale information must be in compliance with Title 68 of the "uniform Condominium Act" of 1980-82, amended by Senate Bill 862 of 1991, Section 3407. The fee for the resale package, payable to the Management Company, is the responsibility of the seller or their designated agent.
- 2. All Community documents must be provided to the buyer at the time of sale.
- 3. All HOA fees must be up-to-date and fines paid by the seller prior to closing.
- 4. New owners must sign the acknowledgement form that they have received all Community documents.

#### I. RENTAL REGISTRATION

- 1. In the event a unit owner leases their unit, the unit owner must submit a signed Receipt for Certificates Form to the Management Company for the Rules and Regulations of the Beacon Hill Townhouses Condominium Association within seventy-two (72) hours of the tenant's occupancy. Failure to comply with the above shall result in the owner being fined \$100.00/week until compliant.
- 2. Per Wilkinsburg Code: Property which is rented must be registered with the Borough, identifying the owner and all tenants, as well as dates occupied and vacated. This must be updated whenever there are new tenants.
- 3. Renters must sign the acknowledgement form that they have received all community documents.

#### SECTION VI: REQUEST FOR EXTERIOR ALTERATION

#### A. Exterior Alteration Request

- 1. Exterior Alteration Request must be submitted in writing to the Management Company prior to initiating work outside of the unit.
- 2. Approval for work must be received from the Management Company. Modifications may be required to comply with current rules.

#### **B. Exterior Alteration Violations**

- 1. Exterior alterations made without prior approval are subject to fines.
- If a unit owner violates any portion of an approved Request for Alteration, the Association may, at the unit owner's expense, take any necessary steps to rectify the violation. This may include, but is not limited to, removing or modifying the article.
- 3. The cost to rectify the violation will be the costs incurred by the Association plus 15% in addition to all legal fees incurred by the association.

#### SECTION VII: ENFORCEMENT

#### A. INSPECTION

- The Management Company investigates possible violations of Rules & Regulations and/or failure to submit Request for Alteration form, and reports to the Beacon Hill Townhouse Board.
- 2. The Beacon Hill Townhouse Board is responsible to review violations on a monthly basis until corrected.
- 3. The Property Manager, in conjunction with the Maintenance Supervisor, will conduct intensive property inspection bi-annually as per contract.

#### **B. FIRST NOTICE UPON VIOLATION**

- 1. Letter sent by the Management Company to the resident and the owner (if not the resident) and a copy of the letter to the Beacon Hill Townhouse Board.
- 2. Extensions: An extension of the time frame for correction of a violation may be granted if a resident attempts but is unable to resolve the violation in the time

given. The resident may request an extension in writing to the Management Company.

#### C. CORRESPONDING FINES AND REMEDIAL MEASURES FOR VIOLATIONS

- 1. If not corrected or responded to within fourteen (14) days, the first violation carries a fine of twenty-five dollars (\$25).
- 2. If not corrected or responded to within ten (10) days after the first notice, the fine for a second notice of the same violation is an additional fifty dollars (\$50).
- 3. If not corrected or responded to within ten (10) days after the second notice, the fine for a third notice of the same violation is an additional seventy-five dollars (\$75).
- 4. If not corrected or responded to after the third notice, the fine shall accumulate at a rate of five dollars (\$5) per day until corrected.
- 5. When the fines reach or exceed one hundred dollars (\$100), the Beacon Hill Townhouse Board has the authority to use the collection process prescribed in the Code of Regulations.
- 6. If the Board determines that the owner will not correct a violation, the Board shall undertake to correct such violation, and the cost incurred in correcting the violation shall be added to the fine for the violation. The Board intends that any violator shall be solely responsible for all costs incurred to correct such a violation.

#### D. APPEALS PROCEDURE FOR NOTICE OF VIOLATION AND FINES

Appeals must be made in writing and sent to the Management Company. If the owner is not satisfied with the response to the appeal, they may appeal in writing to the Beacon Hill Townhouse Board of Directors.

- E. AT THE DISCRETION OF THE BEACON HILL TOWNHOUSE BOARD OF DIRECTORS, A LIEN MAY BE PLACED ON A RESIDENTIAL UNIT FOR FAILURE TO PAY A FINE AND/OR THE COST INCURRED BY THE BOARD TO CORRECT A VIOLATION THAT THE UNIT OWNER REFUSED TO CORRECT.
- F. A CERTIFICATE OF RESALE WILL NOT BE ISSUED IF THERE ARE ANY OUTSTANDING FINES, VIOLATIONS OR HOA DUES.

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### ACKNOWLEDGMENT [HOA COPY]

Beacon Hill Drive, Pittsburgh, PA 15221

(Townhouse Number)