

## **IVY WOODS CONDOMINIUM RULES AND REGULATIONS**

*The purpose of Rules and Regulations is to provide information and guidelines for residency in Ivy Woods. These rules, regulations and guidelines are coordinated with the Association's Declaration and By-Laws to reemphasize, clarify, expand on or establish policy for issues that those documents do not address. Although Ivy Woods residents are homeowners, they should remember living in a condominium requires compliance with established rules and regulations to maintain health, safety, viability and property values.*

### **GENERAL**

1. All walks, entrances and all of the Common Elements must be kept free of obstructions and may not be used for any purpose other than entering or leaving. No planters or decorative items may be placed in the entrance areas.
2. All personal property of Unit Owners must be stored within their units.
3. No Unit Owner shall make or permit any disturbing noises or permit others to make disturbing noises that will interfere with rights, comforts or convenience of the other Unit Owners.
4. No soliciting by residents or non-residents is permitted. This includes but is not limited to school or church fund raisers, disaster relief or social action projects.
5. No hunting of any kind is permitted in or around Ivy Woods.
6. Unit owners are responsible for their tenants' adherence to these requirements.

### **ARCHITECTURAL & ENVIRONMENTAL**

1. Rubbish, debris or other unsightly materials are not permitted in the Common Elements and Limited Common Elements.
2. Prior to making any alteration or modification to any Common element or Limited Common Element, a "Request for Alteration" form must be completed and approved by the Executive Board. See attachment A for blank form. Additional forms are available from Rj Community Management or available on their website at <https://www.rjcmgt.com/iwc.html>. All alterations/modifications, including the following most common request, require approval: Satellite dishes, radio or television aerials, antennas or wiring, patio, awnings, canopies, shutters or other projections upon the outside ground, walls or roof of a building, planting trees and shrubbery in the planting areas in front, rear or side as applicable to the unit.
3. Storm doors, entrance doors, and garage door replacements must be approved.
4. Trash and recycling containers are for residents' use only. All refuse and garbage must be placed into a trash container; nothing is to be placed outside of a trash container. Boxes must be broken down before being placed into a recycling container. If a trash container is full, go to one of the other trash containers located in the complex. For items too large for the trash container, such as furniture or appliances, notify the disposal company to arrange for a pick-up. Garbage must be placed in plastic bags. Do not place bagged garbage outside of a Unit; bags must be taken to the trash container promptly. Recycling guidelines from Vogel Disposal are posted on the Ivy Woods Website. If any Owner or Tenant is found to have not broken down their boxes or they have left garbage, trash, or recyclable's outside of the dumpsters the Owner will be assessed a \$45.00 fine.
5. No sign of any character shall be erected, placed, permitted, maintained or displayed on any part of the Condominium Property, or in, on, or upon any part of a Unit by a Unit Owner or Occupant as indicated in the governing documents, including real estate signs, political signs,

- advertisements, notices or other lettering. Real Estate signs can be placed in the unit window. Temporary realtor "Open House" signs may be placed on the property during the open house but must be removed immediately at the end of the open house.
6. Installation of hot tubs or Jacuzzis on balconies, patios or in or on the Common Elements or Limited common Elements are prohibited.
  7. Blinds, shades, screens, decorative panels, window or door covering should be appropriate for indoor use.
  8. No fire pits, fire rings, portable fireplaces or the like are permitted.
  9. No grills of any kind are permitted in Ivy Woods as per the Ross Township Fire Department guidelines. Please note all personal property of Unit Owners or their tenants must be stored within their units, therefore no grills may be stored on balconies or patios. This in violation will be fined.
  10. No clothing or household linens shall be hung on any part of the common elements or Limited Common Elements. No drying of or hanging of clothes is permitted on balconies, patios or common areas. No clotheslines or drying racks are permitted on balconies, patios or common areas. Storage of items is NOT permitted on the patios or balconies other than furnishings designed for outdoor use.
  11. Children's play equipment including swing sets, seesaws, slides, gym sets, playhouses, wading pools and boxes of children's play equipment may not be installed or stored in the Common Elements or Limited Common Elements.
  12. Only doormats designed for outdoor use may be used at the front door and on the rear balcony/patio.
  13. No carpeting/floor covering of any kind may be permanently installed on the patio/balcony. Outdoor area rugs are permitted but they must be removed during the winter months.
  14. Only furniture designed for outdoor use may be used on the balcony/patio.
  15. Flower boxes and plants are permitted on the balcony but cannot overhang the balcony and when watered cannot drain onto the unit below. No plants, pots or planters are permitted on any common areas, including the breezeways. No vegetable gardens are permitted on the grounds, however if an Owner would like to have vegetable plants they are allowed in containers on the balcony or planting beds outside of the Owners unit. Annual as well as perennial flowers may be planted in the existing mulch beds. No new planting areas may be established. No trees may be removed or added to the common grounds without the written approval of the Board. The planting of all vines is prohibited due to the potential damage to the buildings, gutters, and downspouts.
  16. No bird feeders of any kind are permitted on the property.
  17. Exterior holiday decorations should be displayed only throughout the appropriate season on a temporary basis.
  18. The Board shall have, in addition to its other remedies, the right to levy fines for violation of these Rules, provided that the fine for a single violation may not exceed \$50. For each day a violation continues after notice of the same, it shall be considered a separate violation. Any fines so levied are to be considered as an assessment against the particular unit owner involved, which is due and payable with the unit owner's next monthly assessment payment.
  19. Garage doors must be kept closed when the garage is not in use.

## **PETS**

Each unit owner shall be responsible for the actions of his/her pets. The following are Rules under which pets may be maintained within the Ivy Woods Condominium Association.

1. Only household pets are permitted in Units. No pet may be kept, bred or maintained for any commercial purposes.
2. No pet may be permitted to run freely in any common area and must be leashed (in accordance with local laws), and under supervision at all times.
3. Pet waste is to be picked up, bagged, and disposed of immediately into a trash container.
4. No pet may be chained, tied, fed or otherwise restrained in any portion of the Common Elements or Limited common Elements.
5. No lines, chains, doghouses or pet shelters are permitted on any portion of the Common Elements or Limited Common Elements.
6. All pets must be properly licensed and vaccinated in accordance with local and/or state laws.
7. Unit Owners shall not permit his or her pet to disturb any other Unit owner. Any pet causing or creating a nuisance or unreasonable disturbance, or noise shall be permanently removed from the property, upon three (3) written notices from the Board. A nuisance may be considered (a) a pet chases or attacks any person within the community or (b) three (3) written violations of the Pet Rules have been documented by the Board.
8. Pet owners must restrain their pets from urinating on trees, shrubs and plant life within the community. Owners of pets are responsible for replacement and/or repair of shrubbery, grass, trees, etc., due to damage by a pet.
9. It is recommended that water be spilled over the grass once your pet urinates.

## **PARKING**

1. Each Unit is allotted one (1) parking space in their garage. Outside parking is on a first come/first serve basis.
2. Garage spaces cannot be rented to another unit owner/resident or non-resident.
3. Resident vehicles not properly licensed, inspected or in operating condition will be towed at the owner's expense.
4. Resident vehicles, including tenants of the unit owners, must be registered with Rj Community Management.
5. No commercial trucks, trailers, commercial vans, motorcycles or recreational vehicle may park in those common parking areas with the exception of repair vehicles and maintenance personnel who are here only during the day.
6. No repairs may be made to vehicles in any of the common parking spaces.
7. Parking is permitted in lined parking spaces only.
8. There is NO parking permitted in the designated fire lanes.
9. Washing of vehicles on the property is prohibited.
10. No vehicle of any kind is permitted to be driven off the asphalt surfaces.
11. Moving PODS may be used for a period not to exceed seven (7) days.

## **LEASING RESTRICTIONS**

1. Prior to leasing a unit, the Unit Owner must have occupied his/her unit for the period of one (1) year.
2. No lease term may be for less than one (1) year. Conditions of rental: No more than four (4) persons per two-bedroom Unit and no more than six (6) persons per three-bedroom Unit.
3. Units must be leased with a written lease, a copy of which must be given to the Rj Community Management within ten (10) days after the lease is signed. Failure on the owners' part to abide by the ten (10) day timeframe could be subject to fines.
4. Tenant name and telephone number must be registered with the Rj Community Management.
5. It is the Lessors' responsibility to provide their tenants with copies of the Associations' Rules and Regulations. Lessors' are fully responsible for a tenant's adherence to all Association Rules and Regulations. Lessor is responsible for payment to repair damages and fines imposed, due to actions of the tenants and their guests, invitees, etc.
6. Unit Owners must notify Rj Community Management of any sale or lease of the Unit.
7. Unit Owners are responsible to have their tenant complete "Homeowner Information Form" and return it to the management company within ten (10) days of taking occupancy of the unit.

## **COLLECTIONS POLICY**

The following are the Rules pertaining to the Collection and Crediting of assessments.

- A. All payments of assessments, fees, charges, liens, etc., shall be by check, money order, direct debit, or credit card.
- B. The Unit Owner's share of the budgeted common expenses, general operating reserves, reserves for replacement and reserves for contingencies, shall be due on a monthly basis.
- C. Each Unit Owner shall pay as their respective monthly assessment one-twelfth (1/12th) of their respective share of the estimated annual budget.
- D. All monthly installments of the annual assessment are due on or before the first (1st) day of each month.
- E. Assessments received after the fifteenth (15th) day of the month in which they are due are considered delinquent.
- F. Upon becoming delinquent, on the fifteenth (15th) day of the month in which the assessment was due and unpaid, and for every 30-day period thereafter during which the account remains delinquent a \$15.00 late charge will be assessed to the account.
- G. A notice will be sent to the delinquent Unit Owner reminding them of the delinquent payment and that a \$15.00 late payment charge has been assessed to their account.
- H. When an account becomes ninety (90) days past due or the total unpaid late charges, fees, liens, etc. exceeds \$100.00, a letter will be sent to the delinquent Unit Owner advising them that their delinquent account must be brought current within ten (10) days or legal action will be initiated.
- I. Upon the expiration of the ten-day period, if the payment is not received, the Unit Owner's account will be taken to the magistrate or the association attorney for collection.
- J. All costs associated with the collection proceedings will be added to the Unit Owner's account.
- K. All monies received from any Unit Owner or their representative will be credited to the most distant past due assessment, late payment charge, interest, collection charges, fines and other

expenses assessed or charged to the Unit Owner in the date order in which the assessment was incurred. The only exception will be amounts received from magistrate or court actions, which will be credited in compliance with the pleading or the decision rendered in that action.

### **CLUBHOUSE**

To rent the clubhouse, a rental form is required with a remittance of a \$75 rental fee and a \$150 deposit. Unit Owners who wish to hold a “resident only” event can do so without payment of the rental fee or the security deposit. For other functions, the deposit will be forfeited if an inspection determines the clubhouse has not been properly cleaned. Contact Rj Community Management to make the reservation. See attachment B for blank form. Additional forms are available from Rj Community Management or available on their website at <https://www.rjcmgt.com/iwc.html>. The following rules must be adhered to:

1. The clubhouse may be rented only for social events and meetings.
2. Occupancy of the facility is limited to fifty (50) persons.
3. Only Residents may reserve the clubhouse and must be present during the entire function.
4. No smoking is permitted in the clubhouse.
5. All food and trash must be bagged and removed from the premises after a function and deposited into one of the outdoor trash containers.
6. The clubhouse must be thoroughly cleaned after each use by the renter.
7. Damage incurred during an event will be billed to the renter.
8. The renter must turn off lights, air conditioning; or the heater must be set according to the season. (Air Conditioning turned off and heat set at 60 degrees when you leave.)
9. All doors must be locked, and the key returned immediately after the event.
10. No pets are permitted in the clubhouse at any time.
11. Minors must be accompanied by an adult at all times and are not at any time permitted to consume alcohol in the clubhouse.
12. Do not attach items to the wall with tape, staples or nails.
13. Do not use anything that may be a fire hazard. The only candles that may be used are candles on a cake.
14. The clubhouse may be rented any day of the week. All rental events shall end no later than 11:00 P.M. on Friday and Saturday nights and 9:30P.M. on Sunday through Thursday nights.

Violation of any rules listed in this document could result in a daily fine of \$15.00 and appropriate action taken per incident.

**PROCEDURES FOR FILING OF COMPLAINTS AND THE  
LEVYING OF FINES FOR VIOLATION OF GOVERNING  
DOCUMENTS**

1. All complaints of violations of Covenants and/or Architectural guidelines/rules must be made in writing by the Unit Owner and submitted to the management office. See attachment C for blank form. Additional forms are available from Rj Community Management or available on their website at <https://www.rjcmgt.com/iwc.html>
2. The complaint/report must state the following:
  - a. The nature of the complaint/violation.
  - b. The date and approximate time of the violation.
  - c. The approximate location of the violation
  - d. The name and unit address of the offending party.
  - e. The name and address of the person reporting the violation.
  - f. A statement that the reporting person actually observed the violation.
  - g. Any other information that may aid the Executive Board in resolving the violation.
3. The sequence of events in enforcing the rules will be as follows:

The Board of Directors or its authorized representative shall send a letter to the unit owner requesting their compliance with said request. Regarding violations, if in the opinion of the Board of Directors or its authorized representatives, the reported violation does not immediately endanger other residents or common property and can best be cured by a warning, the Board of Directors or its authorized representative shall send a letter to the offending party describing the violation and demanding (1) that any such violation cease immediately and (2) if applicable, any common area damaged by the violation be restored.

If the party does not respond or comply within ten (10) days, a second notice will be sent informing the party that continued non-compliance will result in the levying of a fine of \$15.00 per day until resolved.

If the party does not comply with the above warning letter within ten (10) days from the date of the letter, a third and final notice will be sent imposing an initial fine of \$50.00, and a \$15.00 per day fine, from the date of the first original letter, until the issue is resolved and the fine paid.

At any time, the party may request a hearing with the Board of Directors to resolve the matter. However, this request must be made not later than ten (10) days after the date of the final notice letter. A notice will be sent to the party stating the date, time and place of the hearing.

If the violation or non-compliance continues, the matter will be turned over to the Association attorney.

If the Association's attorney must be secured to enforce the Rules and/or to collect a fine, all court costs and attorney's fees and miscellaneous costs of enforcement or collection will be charged to the offending Unit Owner as an additional assessment to that unit as a lien against the unit.

This Rule was adopted the 6<sup>th</sup> day of December 2012.

**SATELLITE DISH POLICY FOR**  
**IVY WOODS CONDOMINIUM ASSOCIATION**

In accordance with the rules of the FCC pertaining to satellite dishes, a resident can install a satellite dish in an exclusive use area of the condominiums.

An exclusive use area is any area that a resident owns in accordance with the rules of the condominium community. In the case of Ivy Woods that would be inside the unit, on the balcony, or on the patio of the resident's own unit. No wiring can be exposed.

A dish cannot be installed on any common ground such as mulch, grass, or on the sides or roofs of buildings.

Drilling through exterior walls is not permitted. Any dish extending out beyond the balcony or patio is not permitted.

If the resident cannot receive a signal in the designated positioning area, they will not be able to install a dish and will have to use the cable already provided in the unit.

A resident cannot install a dish without written permission of the board. If one is installed without permission, the board has the right to have it removed at the resident's expense.

Any resident who moves from the condominiums must remove the dish at their own expense before they leave. If they do not, the board will remove it and bill them.

All dishes installed as of February 1, 2010, can remain until the present resident should move, but no new dishes can be erected without the board's permission.

These rules apply to both residents and renters of the units.

CARPETING/FLOORING REQUIREMENTS POLICY  
FOR IVY WOODS CONDOMINIUM  
ASSOCIATION

In order to promote the quiet enjoyment of all Units, all owners/residents who have a Unit located below them, are prohibited from having a hard-surface floor (i.e., ceramic, porcelain, hardwood, engineered flooring, etc.) in any livable space within the Unit other than what was originally installed. Carpeting must be replaced with wall-to-wall carpeting or installed within six inches of all walls ... except in kitchens, bathrooms and foyers which may be hard-floors.

The clarification of this rule has been approved by the Board of Directors for Ivy Woods Condominium Association and was recorded in the Board Minutes dated February 13, 2013.



**ATTACHMENT A**

**IVY WOODS CONDOMINIUM ASSOCIATION  
REQUEST FOR APPROVAL  
TO MAKE ANY MODIFICATION TO EXTERIOR OF UNIT OR LAND AREAS**

1. \_\_\_\_\_  
Owner(s) Name Requesting Approval
  
2. \_\_\_\_\_  
Address where Alteration will be made
  
3. \_\_\_\_\_  
Mailing Address of Owner, if different from above
  
4. Type of Alteration:  
\_\_\_\_\_ Landscape \_\_\_\_\_ Building Exterior \_\_\_\_\_ Other  
Please specify other: \_\_\_\_\_
  
5. Location of Alteration:  
\_\_\_\_\_ Front \_\_\_\_\_ Side \_\_\_\_\_ Rear \_\_\_\_\_ Other  
Please specify other: \_\_\_\_\_
  
6. Explain, in detail, what you are requesting permission to do, to include approximate dimensions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
7. Describe the type of materials to be installed.  
\_\_\_\_\_  
\_\_\_\_\_
  
8. Explain if any existing elements will be affected by this alteration.  
\_\_\_\_\_  
\_\_\_\_\_
  
9. Explain the effect the alteration may have on neighbors' to either side of your home.  
\_\_\_\_\_  
\_\_\_\_\_

Revised and approved\* 03-30-22

10. Neighbors signature (On either side) in agreement to proposed alteration.

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Signature & Unit Number

Signature & Unit Number

11. Expected Start Date: \_\_\_\_\_ Expected Completion Date: \_\_\_\_\_

12. Attach a brochure or drawing showing all existing elements, including shrubs, porches and proposed alterations. Include the neighboring homes and yard in the drawing, showing the distance from nearest existing elements to proposed additions or alterations.

Additional Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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Owners Signature

Date

PLEASE MAIL TO:

Ivy Woods Condominium Association  
Attn: Bob Gillenberger  
c/o Rj Community Management  
4900 Perry Highway  
Bldg 1, Suite 300  
Pittsburgh, PA 15229



**ATTACHMENT C**  
**RULE VIOLATION REPORT**

Before the Board of Directors can act upon any violation to the Rules and Regulations, all violations must be documented in writing. This form must be completed and mailed to the Management Office before any action will be taken.

1. Name and address of person reporting violation: \_\_\_\_\_  
\_\_\_\_\_
2. Name and address of the offending party: \_\_\_\_\_  
\_\_\_\_\_
3. Nature of violation: \_\_\_\_\_  
\_\_\_\_\_
4. Date and time violation occurred: \_\_\_\_\_  
\_\_\_\_\_
5. Location where violation occurred: \_\_\_\_\_  
\_\_\_\_\_
6. Statement of what you observed: \_\_\_\_\_  
\_\_\_\_\_
2. Any other pertinent information that may aid the Board in resolving this violation:  
\_\_\_\_\_  
\_\_\_\_\_

By signing this complaint form, I hereby attest that the information is true to the best of my knowledge and I am willing to participate with the Executive Board on this action in acting as a witness, if necessary.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Person Reporting Violation

Please return completed form to:

Rj Community Management  
4900 Perry Highway  
Bldg 1, Suite 300 Pittsburgh, PA 15229

Revised and approved\* 03-30-22

**ATTACHMENT D**  
**IVY WOODS CONDOMINIUM ASSOCIATION**  
**OWNER/OCCUPANT INFORMATION**  
**Complete only what you are comfortable with.**

Owner Name: \_\_\_\_\_

Phone# \_\_\_\_\_

E-mail \_\_\_\_\_

Co-Owner Name: \_\_\_\_\_

Phone# \_\_\_\_\_

E-mail \_\_\_\_\_

Street Address: \_\_\_\_\_

Owner Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Winter Mailing Address: \_\_\_\_\_ Phone# \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Tenant Name (if applicable): \_\_\_\_\_ Phone# \_\_\_\_\_

Tenant Lease Term: \_\_\_\_\_ Move in Date: \_\_\_\_\_

Auto: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ License # \_\_\_\_\_

Auto: Make \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_ Color \_\_\_\_\_ License # \_\_\_\_\_

Garage Number: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Phone# \_\_\_\_\_

Key Holders: \_\_\_\_\_

Name of Mortgage Holder: \_\_\_\_\_

Address of Mortgage Holder: \_\_\_\_\_

Homeowner Insurance Information/Company: \_\_\_\_\_

Agent: \_\_\_\_\_ Phone # \_\_\_\_\_ Policy Type: \_\_\_\_\_

**Please return to the Management Company:**

**Rj Community Management**  
**4900 Perry Highway**  
**Building One, Suite 300**  
**Pittsburgh, PA 15229**  
**bob@rjcmgt.com**