

**HOUSE RULES OF
METROPOLITAN SHADYSIDE, A CONDOMINIUM
OCTOBER 2021**

Except as may be specifically defined herein, the terms herein shall have the same meanings as defined in the Declaration of Condominium of the property known as **METROPOLITAN SHADYSIDE**, a condominium created under and subject to the Pennsylvania Uniform Condominium Act. All present and future owners, mortgagees, 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.

A. DEFINITIONS

1. "Association" is the Unit Owners' association of the Condominium which shall be known as the "METROPOLITAN SHADYSIDE CONDOMINIUM ASSOCIATION."
2. "Building" refers to the building located on the Property.
3. "By-Laws" means By-Laws of the Condominium Association.
4. "Common Elements" are all portions of Property except the Units.
5. "Declaration" is the Declaration of Condominium, as the same may be amended from time to time.
6. "Executive Board" is the Executive Board of the Association.
7. "Limited Common Elements" are any portions of the Common Elements which are (a) described as such in the Act, and/or (b) identified as such in the Declaration, and or (c) identified as such in the Plats and Plans.
8. "Unit" is a unit as described in the Declaration and shown in the Plats and Plans.
9. "Unit Owner" or "Owner" means the fee simple owner or owners of a Unit.

B. GENERAL

1. These Rules and Regulations are adopted pursuant to the Declaration of Condominium and the By-Laws and may be enforced in accordance with those documents.
2. The Executive Board reserves the right to amend these Rules and Regulations from time to time.
3. The Units and Common Elements (including Limited Common Elements) shall be used only for the purposes set forth in the Declaration and By-Laws and subject to these Rules and Regulations. Furthermore, Common Elements shall not be obstructed nor used for any other purpose as intended.
4. No Unit Owner shall make or permit any noise or activities in the Building by himself, his family, friends, servants, guests, tradesmen or pets that will disturb or annoy the occupants of any of the Units or do or permit anything to be done that will interfere with the rights, comfort, or convenience of other Unit Owners. This includes motorized

- vehicles, radios, fireworks, discharge of firearms, etc.
5. No Unit Owner, guest or invitee shall play a musical instrument, stereo or television at such a volume as to disturb neighbors and shall cease to play or turn down volume immediately upon the request of any other Building Unit Owner.
 6. Only Unit Owners and their family members may be in possession of fobs. All fobs will be registered to the Unit Owners. Exceptions will be considered for special circumstances, and persons staying in the Guest Suites will have access to the Guest Suite fob. Current guidelines for fobs may be found in the owner's manual.
 7. All unaccompanied visitors to the building must check in at the front desk. They must provide their name, company name (if applicable), the time, license plate number (if parked on Metropolitan property), and their purpose for being in the building. This does not apply to guests and family members who check in unaccompanied but are announced and directed to the Unit Owner whom they are visiting.
 8. Contractors will perform work in the building only between the hours of 8 a.m. and 4 p.m. They are not permitted to work on weekends or holidays without permission from management.
 9. Anyone UNKNOWN TO STAFF AND making a delivery OR NOT PRE-REGISTERED must be escorted to the Unit by the Unit Owner or a staff member.
 10. No eating or drinking is permitted in the lobby.
 11. A Unit Owner should alert other Unit Owners in advance when planning any activity which might inconvenience them.
 12. All Unit Owners must notify the front desk at least 24 hours in advance when work is scheduled to be done in their Units. In coordination with the staff, it is the Unit Owner's responsibility to ensure that elevator padding and carpet runners are used to protect the common area property as necessary. Entry may be denied, and fines will be imposed. Repair of damage to common areas will be charged back to the unit owner. It is the Unit Owner's responsibility to ensure that their contractors clean up after themselves in the common areas. Building staff will not clean up after contractors.
 13. Move in/move out requires as much advance notice as possible to avoid "double booking" major moves. A unit owner may be denied a particular date for moving if another move is already scheduled on that day. Owners must arrange for timely removal of crates, boxes, cartons, packing material at their expense. These items must remain in the unit until pick up.
 14. Staff will not accept delivery of large crates holding furniture or other items. Unit owners must arrange for delivery directly to their units.
 15. Unit Owners or occupants are responsible for any property damage caused by their families, pets, guests, invitees or persons performing services for them.
 16. Any Unit Owner or guest who litters or spills anything in a common area must promptly clean up and remove such spillage or litter.
 17. Unit Owners are required to submit to the Executive Board the names of all persons residing within their Unit and to keep the Executive Board advised of any changes in such occupancy.
 18. For the reasonable security of all residents, no person may provide access into the Building to anyone who is unknown or uninvited by that person.

19. For reasons of security, all doors that can only be opened with fobs should not be left propped open at any time.
20. Nothing shall be done in a Unit or in the Common Elements which in any way increases or tends to increase the risk of fire, or the rate of any insurance premium, or which may conflict with the regulations of any zoning, occupancy or condo rule or any insurance policy affecting the residential occupancy and use of said Unit or the Common Elements. Storage of flammable materials is prohibited.
21. No solicitation whatsoever by any person or persons is permitted in the Building or Common Elements.
22. Unit Owners' contact information shall not be shared with any non-Unit Owners. Email and phone lists shall not be used for solicitations of any kind.
23. Unit Owners will be responsible for all damage to any other Units or to the Common Elements resulting from such Unit Owner's failure or negligence to make any necessary repairs to his Unit.
24. The cost of repairs for any damage to the Building or elevator caused by moving and carrying of freight, furniture, goods, merchandise or other articles shall be paid by the Unit Owner responsible for such moving.
25. Each Unit Owner is solely responsible for the proper care and maintenance of his Unit including Limited Common Elements. Maintenance of the Common Elements and structural repair of the Limited Common Elements is the responsibility of the Association, but is charged as a General Common Expense or a Limited Common Expense, as the Declaration provides.
26. Heating apparatus and electrical fixtures in the halls, stairways, garage and around the Building are under the exclusive control of the Executive Board or its agent and no Unit Owner or invitee shall interfere in any manner with such apparatus or controls.
27. The Association shall in no event be liable for the loss, destruction, theft or damage of personal property within Units or placed on any Common or Limited Common Elements.
28. No bicycle riding, skateboarding or roller skating is permitted in the Building or Common Elements.
29. No baby carriages, bicycles, tricycles, shopping carts or similar obstructions may be left in the halls, passageways, elevator, vestibule or lobby of the Building or Common Elements, nor may any such equipment be ridden in any portion thereof.
30. Playing games in the Common Elements is prohibited.
31. Children are not permitted to loiter or play on the stairways or in the halls, lobbies or elevators.
32. Outdoor cooking is permitted on the ground level and rooftop terraces, as well as on balconies, using gas or electric grills. Cooking with charcoal briquettes and propane is not permitted (and a fire code violation). Fire pits are prohibited.
33. Power washing of terraces and balconies is not permitted.
34. Valets are employees of the Association and are to be utilized for the limited purpose of parking cars. Valets shall not be treated abusively or disciplined by Unit Owners. Any complaints concerning valets must be reported to the Declarant/Executive Board or the management company.

35. Owners of valet-parked cars must leave a set of keys with the garage valet at all times.
36. Unit Owners are not permitted to request Metropolitan employees who are on duty to:
 - a. Run personal errands
 - b. Provide transportation for any purpose
 - c. Deliver items to their unit that are bulky or heavy and put the employee at risk of injury.
 - d. Provide services outside of their job descriptions
 - e. Tipping of association employees for duties within their job description is neither expected nor encouraged.
38. No smoking is permitted at any time in any of the Common Elements of the Building. Unit Owners shall ensure that smoke does not escape their Unit into the hallways, terraces or balconies, so as to interfere with the enjoyment of the other Unit Owners.

C. PRIVATE GROUND LEVEL TERRACES

1. Owners will not generally be restricted as to improvements, furnishings and plantings, except that no such improvements, furnishings or plantings shall exceed nine feet in height. Furthermore, improvement plans and landscaping plans must be submitted to the Declarant/Executive Board for prior written approval. Owners will be permitted to use outdoor gas or electric grills on the private ground level terraces. Awnings are permitted, subject to the prior written approval of the design and color by the Declarant/Executive Board.
2. Instructions for preventive maintenance are located in the Maintenance Manual appended to this document.

D. BALCONIES

1. All enclosures, flooring systems and improvements are subject to prior written approval of the Declarant/Executive Board. A Unit Owner who proposes flooring systems or improvements must show that weight restrictions on the balconies will not be violated. With respect to enclosed balconies, improvements and personal items shall not be visible from the street or impact the view of other unit owners. No awnings or hanging plants are permitted. Outdoor cooking is permitted using gas or electric grills. Cooking with charcoal briquettes is not permitted.
2. Instructions for preventive maintenance are located in the Maintenance Manual appended to this document.

E. ROOFTOP TERRACES

1. All enclosures, flooring systems and improvements are subject to prior written approval of the Declarant/Executive Board. Awnings are permitted if they do not impact the view of other unit owners, subject to prior written approval of the design and color by the Declarant/Executive Board. No improvements, furnishings or plantings shall exceed

nine feet in height. A Unit Owner who proposes flooring systems or improvements must show that weight restrictions on the roof will not be violated. The cost of maintenance, repair and replacement of privacy dividers will be shared by Unit Owners as Limited Common Elements. Outdoor cooking is permitted using gas, propane or electric grills. Cooking with charcoal briquettes is not permitted.

2. Instructions for preventive maintenance are located in the Maintenance Manual appended to this document.

F. ESTHETICS

1. All personal property shall be stored within the Units.
2. Only neutral beige blinds, drapes or linings thereof will be permitted, which may be visible from the exterior.
3. Seasonally appropriate and culturally sensitive door decorations that do not cover more than one third of the door, obstruct the viewing lens, or permanently mar the exterior of the door are permitted.
4. Residents shall not hang laundry, towels, rugs, etc. outdoors on lines or deck railings.
5. No "For Sale" signs, Security System signs, decals, banners or flags may be placed in the window or on the door of the Unit. An "Open House" sign is permitted to be displayed on the Unit's front door for a maximum of four hours on the day of an open house.
6. No plants or flowers may be planted without prior approval except in planters and subject to the provisions set forth in Sections C, D and E (above).
7. Patios and balconies shall be kept free of trash, trash cans and debris.
8. No radio or television antenna and/or satellite dish shall be erected or installed on the exterior walls of a Unit or on the Common Elements, by any Unit Owner unless permitted by the Executive Board as mandated by law.
9. No Owner or Tenant shall repair or restore any vehicle while on Common or Limited Common Elements.
10. Statues, artificial plants and trees, and other decorative accessories, except planters, are not permitted. Planters should only be placed on patios and balconies and not in the Common Elements, subject to the provisions set forth in Sections C, D and E (above). Halls and corridors must remain free of any obstruction as consistent with local fire code.
11. Decorative elements placed in the corridors require the approval of the executive board. Door mats are not permitted.

G. GARBAGE REGULATIONS

1. Garbage and trash will be placed in the trash chutes located on each floor. All trash must be bagged in plastic disposal bags and must be of a size which will fit into the chute opening without damaging the opening. Loose items are not permitted. Any items which cannot be bagged or are too large to fit into the chute opening must be carried and placed directly in the appropriate dumpster.
2. Unit Owners may not leave trash or bags in the hallways or outside their Units.
3. For RECYCLING: Current rules can be found in the owner's manual subject to city

regulations and trash company requirements. Items for recycling are placed loose (not bagged) in the recycling bins on each floor.

4. Owners must provide for pick up at their own expense of crates, cartons, boxes and packing materials that result from moving household goods, furniture deliveries, etc.

H. SAFETY

1. The sidewalks and entrances to the Units shall not be obstructed.
2. No objects that obstruct passage shall be left in the elevator vestibule or inside the elevator at any time. If assistance with shopping carts is needed, contact any staff member.
3. No Unit Owner or occupier shall store any explosives or flammable material or hazardous products within his Unit or his storage space. Storage spaces provided by the Association are subject to inspection without notice. Outdoor cooking using propane tanks is not permitted.
4. In case of emergency, call 911. A panic button in each unit notifies staff but is not a substitute for a call to 911.
5. Additional safety guidelines may be found in the owner's manual.

I. STRUCTURAL

1. No Common Elements shall be altered without the prior written consent of the Executive Board.
2. No exterior changes or alterations, including painting, can be made to the Building.
3. No Unit Owner shall make or permit any interior addition or alteration to his Unit which could or might affect the structural integrity of the Building. In addition, any structural alteration or addition within a Unit, or repair or replacement of the Limited Common Elements appurtenant to such Unit, requires prior written approval of the Executive Board. Such Limited Common Elements include, but are not limited to, terraces and balconies. See Sections 2.7, 3.4 and 5.2 of the Declaration.
4. Owners are not permitted to affix anything to the exterior of the building which disrupts the integrity of the mortar or brick or panels.
5. Power washing is not permitted.

J. USE RESTRICTIONS

1. The Units are to be used as single family units ONLY. See Article V Section 5.1(d) and Article VIII Section 8.1 of the Declaration. No unit may be leased for transient or hotel purposes.
2. No business, industry, trade or occupation, excepting only limited activities as permitted by the City of Pittsburgh and state law and approved by the Executive Board, shall be conducted, maintained or permitted on any part of the property.
3. No animals of any kind may be raised, bred or kept in the Condominium except as stated under Section L, "Pets."

4. No Unit Owner or occupier shall permit anything to be done or kept in his Unit or in the Common Elements which will violate any law, statute, ordinance or regulation of any governmental body.

K. REGULATION OF TRAFFIC AND PARKING

1. The driveway in front of the building is for the temporary convenience of Unit Owners' cars only. Parking in the driveway is a violation of the fire code which can result in a \$1000 fine by the fire department.
2. Guests and contractors are permitted to park in the marked spaces next to the building and along the wall leading to the garage but not in the front driveway.
3. Metropolitan employees who are on duty will only park cars that belong to Unit Owners.
4. At least ten minutes of notice must be given to the valet for a Unit Owner's car to be available.
5. Only licensed motorized vehicles are allowed to be parked in METROPOLITAN SHADYSIDE parking areas. Parking of automobiles in designated visitor spots shall only be permitted for visitors of Unit Owners and only during the period of the visit. Visitor spaces shall not be used by invitees while attending school or other activities or events near the Building.
6. Moving vans, delivery trucks and similar large vehicles are not permitted on the driveway and parking areas of METROPOLITAN SHADYSIDE for any reason except on a scheduled move in or move out day. Move in and move out days must be scheduled in advance with the Declarant/Executive Board. Only one Unit per day will be permitted to schedule a move in or move out day. Delivery of items to Units is to be accomplished through the use of vehicles weighing no more than 18,000 pounds.
7. Vehicles parked in violation of parking rules will be towed in accordance with METROPOLITAN SHADYSIDE'S schedule of violations.
8. Unit Owners shall be responsible for the cleanup of oil and/or vehicle fluid spills caused by either their vehicle or the vehicle of their invitee. Spills shall be cleaned up immediately to the satisfaction of the Executive Board.

L. PETS

1. Subject to the restrictions set forth in Paragraph 2 below, pets may be maintained in a Unit so long as it or they are not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching, offensive hygiene or odor, or an unreasonable number of pets. No pets may be maintained outside the Unit. Unit Owners will notify the building manager of the type and number of pets maintained in their Unit.
2. Only one (1) cat or one (1) dog less than fifty (50) pounds in weight (full grown), may be kept in a single Unit. Nevertheless, if at the time of the purchase of a Unit by a Unit Owner, such Unit Owner owns up to two (2) such animals in the aggregate, such pets can be retained with the approval of the Declarant/Executive Board of the breed and weight, but cannot be replaced.

3. All pets must be registered and inoculated as required by law. The board reserves the right to request verification of weight and inoculations from a veterinarian.
4. Each Unit Owner shall indemnify and hold harmless the Association from any claims made as a result of the action of their (or their tenant's, guest's, etc.) pets.
5. Pets must be leashed and accompanied by a responsible adult at all times. Leashes may not exceed six (6) feet in length. No pet may be tied, staked, attached to run or be allowed outside the Unit unattended in any other way, or left unattended on balconies or terraces.
6. Unit Owners must comply with all ordinances of the City of Pittsburgh governing pets.
7. Unit Owners must protect the property of others from damage by their pets and will be liable for any damages that occur.
8. Unit Owners must prevent their pets from urinating or defecating on or in Common Areas (inside or outside), and if necessary, promptly clean up their pets' droppings. Violators will incur appropriate fines and cleaning fees.
9. Fish aquariums are permitted. In the event a Unit Owner has a fish aquarium, no other animals or pets are permitted.
10. The Association may require the permanent removal of any pet violating these rules upon written notice to the Unit Owner.
11. Pets can be in the lobby area only if carried; otherwise, entry and exit to and from the Building with pets must be through the garage area or through the side service entrance of the Building entrance.
12. No pets are permitted in the Common Area park/back yard garden.
13. Regulations related to service animals are followed.
14. Unit owners must comply with all of the above rules if they host visitors who bring pets.

M. FITNESS SUITE

1. Violation of the rules of the use of the fitness suite and pool area may result in the suspension of the right to use such facilities. However, suspension of the right to use such facilities does not affect the obligation of each Unit Owner to pay the Common Expense assessment which includes the cost of such amenities.
2. The fitness suite will be available to Unit Owners on a first-come, first-serve basis.
3. When using the Fitness Center between 11 p.m. and 7 a.m., be especially courteous of Unit owners who might be disturbed by loud noises.
4. The TV remote must be returned to its holder by the door after each use.
5. All equipment must be returned to its proper place after usage including but not limited to free weights, massage tables and exercise equipment.
6. The private exercise room can be reserved at the front desk, but standing reservations are not permitted. For privacy reasons, the door to that room is to remain closed at all times when that room is in use.

N. GUEST SUITES, CONFERENCE ROOMS, LIBRARY AND CATERING KITCHEN.

There are two (2) Guest Suites, one Conference Room, one Library and one Catering Kitchen

available for the convenience and use of Owners' guests.

1. All guests are subject to all of the Association's rules and regulations.
2. Unit Owners must reserve use of the catering kitchen, conference room or library, or any combination thereof, at least 48 hours in advance. Standing reservations are not permitted. A host/hostess is required for events that include outside guests.
3. Usage fees:
 - a. For conference room and library: Residents hosting events with more than ten (10) outside guests are subject to a usage fee and are responsible for cleanup and maintenance.
 - b. For catering kitchen: Use of the kitchen requires a fee for ANY event. The Unit Owner hosts are responsible for cleanup of the kitchen.
 - c. Usage fees are subject to change; check with the building manager for current rates.
4. No use of the conference room, library or catering kitchen is permitted without the presence of the Unit Owner who reserved that space. Guidelines for use of the conference/party room are located in the owner's manual.
5. If the date requested for use of a Guest Suite, a Conference Room or the Catering Kitchen falls within the dates subject to the Holiday Blackout Policy, as set forth in Section M(19) below, Owners must make reservations in accordance with the Holiday Blackout Policy. On non-Holiday Blackout dates, these facilities are available on a "first-come, first-serve basis."
6. The rate for the use of the Guest Suites and required security deposit shall be as directed from time to time by the Executive Board.
7. The maximum stay for a guest in the Guest Suites is seven (7) consecutive nights. Longer stays require board approval.
8. Occupancy is limited to four (4) people per Guest Suite.
9. Smoking is not permitted in the Guest Suites.
10. Pets are not permitted in the Guest Suites.
11. On dates subject to the Holiday Blackout Policy, Owners must follow the procedure set forth in Section M(19) below. On non-Holiday Blackout dates, Owners may book the Guest Suites via the use of reservation forms made available by the Association. Full payment is required from the Owner within forty-eight (48) hours of making the booking, by check, and completing and signing the necessary forms attached hereto. Checks are to be made payable to the Condominium Association.
12. Guest Suite keys should be picked up from the Property Management by the Owner making the booking. Upon leaving, the guest is to lock the Guest Suite door and leave the key with the Concierge.
13. There is a replacement charge for a lost key and chain, as well as for the changing of suite door locks as determined by the Board from time to time.
14. Guest Suite check in time is 3:00 p.m. and check out time is 11:00 a.m.
15. Guest Suites are cleaned, including the changing of sheets and towels, only after guests depart. All bedding in the guest suites will be professionally laundered.
16. Guest Suites must be left in a clean and undamaged state. The Owner is responsible for damages as well as any missing or damaged items and will be billed accordingly. An

inspection of the Suite by the Owner, accompanied by the property manager or a member of the Board of Directors, is recommended prior to the guest occupying the Suites, and at the end of the guest's stay.

17. For reservations which fall on Holiday Blackout periods as set forth in Section M(19), payment is non-refundable. During non-Holiday Blackout dates, payment is refundable for an unused Guest Suite when cancelled at least forty-eight (48) hours in advance of the booked date.
18. An Owner/guest is required to report any problems within the Guest Suites to the property manager or the front office staff person.
19. Holiday Blackout Policy for reservation of Guest Suites, Conference Rooms or the Catering Kitchen refers to the following dates:

New Year's Day, Passover, Easter, Rosh Hashanah, Yom Kippur, July 4, Labor Day, Memorial Day, Thanksgiving, Hanukkah, Christmas

These blackout dates have the following special requirements for reservation of a Guest Suite, the Conference Room or the Catering Kitchen:

- A) Owners who wish to reserve a Guest Suite, the Conference Room or the Catering Kitchen during the dates listed above must submit a reservation request form to the Building Manager no later than two (2) months prior to the requested reservation date.
- B) Eight (8) weeks prior to a Blackout Holiday Date, the Building Manager shall place all requests for a specific holiday into a lottery whereby individuals will be selected at random.
- C) Owners who are selected in the lottery will be notified immediately and must either opt to make a non-refundable payment for the reservation or decline the reservation (at which time the lottery shall be held again).

Any Owner who is declared the winner of a contested Holiday Blackout Date shall be ineligible for the same holiday lottery the following year.

O. MAINTENANCE MANUAL

The Building Envelope Maintenance Manual (adopted October, 2020) prepared by Atlantic Engineering Services of Pittsburgh provides guidelines for routine and replacement maintenance of the components of the exterior building envelope by both the association and individual unit owners. It is attached as Appendix 1.

METROPOLITAN SHADYSIDE CONDOMINIUM ASSOCIATION
SCHEDULE OF VIOLATIONS, PENALTIES AND FEES

CATEGORY/ VIOLATION	1 ST NOTICE	2 ND NOTICE	
Structural and Architectural Grounds	Written request for compliance within 14 days and notice of consequences of inaction	After 14 days a \$25.00 fine per day will be imposed	After 30 days a contractor will be hired, at the discretion of the board, by the Association to correct at Owner's expense
Garbage	Written request for compliance and notice of consequences of repeat violation	A \$100.00 fine per incident will be imposed for second and subsequent violation	
Pets (general)	Written request to pet owner for compliance and notice of consequences for subsequent violations	A \$100.00 fine per incident will be imposed for a second and each subsequent violation	
Pets (damage to landscape and common areas)	Written notice to pet owner that damage repair will be done by the association	A \$100.00 fine per incident will be imposed and owner will be billed for the costs of repair	
Unit leased or rented for hotel purpose	Written request for tenant or occupant to vacate immediately	Fine of \$250.00 per day until occupant vacates	
Violation of the rules of the use of the fitness suites and pool area	Written warning for first incident	7-day suspension of use and a fine of \$100.00 per subsequent incident	Additional action at the discretion of the Executive Board
Violation of other Rules and Regulations	Written request for compliance	Action at the discretion of the Executive Board	
Late condo fee payments including special assessments	Procedures are outlined in the Declaration, Article V section 9.8, and Bylaws 5.11		

SPECIAL FEES

Move in/move out fee. To cover the normal/routine move in and move out issues, a fee of \$250 is collected at closing from both the buyer and the seller. If there is damage to common element property or excessive trash or furniture discards left on the property, the association reserves the right to charge the responsible unit owner for additional costs.

Billing for excess trash collection. The association reserves the right to charge the responsible unit owner for trash disposal when trash exceeds the capacity of the building's routine pickup.

Electricity charging fee for cars. Owners who charge their electric cars in the garage will be charged a flat rate of \$35 per month. The rate may be adjusted as needed by the executive board.

Special cleaning and repairs fee. Reasonable charges of \$150 or more for special cleaning or repairs by staff are charged back to unit owners who soil or damage common areas or common property, including the guest suites. This is in accordance with the board's discretionary authority to impose reasonable bill-back charges as described in the underlying statute (Section 3302 of UCA).