

COTTINGHAM COURT CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

(As adopted on October 20, 1988 and amended July 12, 1990, May 14, 1998, June 7, 2007 and August 26, 2014)

SECTION 1 - DEFINITIONS

1. The term "Unit Owner" used herein refers to the person(s) or entity that owns any Unit, or the actual resident of the Unit when the Unit is occupied by anyone other than the Unit Owner when and where appropriate.
2. The term "Tenant" or "Lessee" shall refer to any individual(s), other than the owner of the Unit, who resides in a unit subject to a written or oral agreement, regardless of whether rents are paid or collected.
3. The terms "Council," "Board of Directors," and/or "Board" herein are interchangeable references to the acting officers and at-large members of the Cottingham Court Condominium Association Board of Directors.
4. The term "Declarations" used herein shall refer to the document created on June 1, 1979 that subjects the Association to the Unit Property Act of the Commonwealth of Pennsylvania, and any and all subsequent amendments.
5. The terms "Bylaws" and/or "Code of Regulations" used herein are interchangeable references to the document created on June 21, 1979, and any and all subsequent amendments, with attestations from former Board President Ronald R. Heurich.
6. Governing Documents: The term "Governing Documents" shall refer to the Bylaws, the Declarations, and the Rules and Regulations collectively.
7. Where appropriate for interpretation, all references in the singular shall mean the plural, the plural shall mean the singular, and all gender references shall apply to both genders.

SECTION 2 - AESTHETICS

7. The sidewalks, entrances and roadways must not be obstructed or encumbered or used for any purpose other than ingress or egress to or from the premises.
8. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed to any Unit or any part of the inside or outside of a Unit without the prior written consent of the Board of Directors.
9. Unit Owners are not permitted to place their names anywhere on the Unit or the Common Elements.
10. No awnings or other projections shall be attached to the outside of any unit without prior written approval of the Board of Directors, other than the American flag.
11. No Unit Owner shall permit anything to fall from the windows or doors of the Unit, nor permit any dirt or other substance to be swept or thrown from the Unit onto the common elements.
12. No antennas or satellite dishes shall be installed without the prior written consent of the Board of Directors.
13. Unit Owners may store lawn chairs, tables, porch furniture, planters, plant hangers, grills and umbrellas on their rear patios and decks. Unit Owners may store one garbage can and recycling bin on their rear patio only.
14. Recreational equipment, automotive equipment, cleaning equipment, toys, supplies, milk bottles, or similar unsightly articles shall not be placed on the patios or decks.
15. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other article, be shaken or hung from any of the windows, doors, decks or patios, or exposed to any part of the Common Elements. Other similar items deemed unsightly by the Board of Directors are also prohibited from those areas.

16. Firewood may only be stored in the rear of a unit within the confines of a cement pad built for this purpose on the rear patio. Nor more than one-half cord of wood, neatly stacked, may be stored at any one time. Permission to construct any cement pad or patio must be received from the Board of Directors prior to beginning construction. Fire wood must be treated with a chemical before storing close to the building or decks, to prevent infestation of wood-boring insects.
17. No garbage or trash may be put out at the curb any earlier than the day before trash pickup. Trash containers must be removed from the curb by the end of pickup day. Unit Owners who place loose garbage bags (without garbage can or storage container) out for collection must retrieve and discard any uncollected trash remnants by the end of pickup day. If inclement weather makes removal of trash and trash containers impractical or unsafe, these items shall be removed as soon as is practicable under the circumstances.
18. Unit Owners shall not discard cigarette butts onto any portion of the Common Elements.
19. Decorations
 - a. The Board of Directors, or the Property Manager at the direction of the Board, reserve the right to order the removal of any decorations located on common elements or limited common elements property. Unless specified otherwise, the Unit Owner must remove the decorations within seven (7) days from the date requested, or sanctions may apply.
 - b. Decorations and plants must not be placed on common walkways, or in any manner that may constitute a hazard to other persons.
 - c. Holiday decorations may be installed and displayed no earlier than thirty (30) days prior to the holiday, and must be removed no later than thirty (30) days following the holiday;
 - d. Lights may be placed on the rear deck and patio areas of any Unit and on trees and shrubs located in the front Common Elements of each Unit;
 - e. Holiday decorations are permitted in the front Common Elements of the Units.
 - f. Notwithstanding the above, holiday decorations may not be nailed, stapled, draped, pasted, or affixed in any manner whatsoever which would damage or deteriorate the exterior structure of any unit or common element or facilities.

SECTION 3 - ENJOYMENT OF UNITS AND COMMON ELEMENTS

20. The Common Elements are for the exclusive use of the Unit Owners.
21. Unit Owners shall not make nor permit anyone to make disturbing noises, cause odors, or create nuisances which shall interfere with the rights, comfort or convenience of other Unit Owners. Unit Owners shall not play, or permit others in the Unit to play any musical instruments from 9 p.m. through 8 a.m, Monday through Friday, and 10 p.m. through 9 a.m. on Saturday and Sunday.
22. No Unit Owner shall permit anything to be done or kept in their Unit or the Common Elements which will increase the rate of insurance for the Association, or lead to the cancellation of any insurance policy maintained by the Association.
23. Unit Owners must ensure that any and all activities conducted within their Units and the Common Elements do not violate any law, statute or ordinance.
24. No Unit Owner shall do anything which could jeopardize the soundness or safety of the Units or the Common Elements nor impair the rights of other Unit Owners in the use of these areas.
25. No person shall bring any articles deemed hazardous to life, limb, or property onto the Common Elements or into the Units.

26. Unit Owners are responsible for removing all articles such as towels, chairs, reading materials, and other non-decorative items brought onto the Common Elements upon leaving the Common Elements.
27. It is the implicit and explicit responsibility of parents/guardians to properly supervise their minor children. Parents must ensure that their children maintain a reasonable distance from potential hazards (i.e. road, pets, other common hazards).

SECTION 4 - PERMISSIBLE USES OF UNITS; OCCUPANCY

28. Permissible Uses: In order to provide for the congenial usage of the Units and the common elements and to maintain and protect the value of the Units, the use of the Units shall be restricted to and be in accordance with the following provisions.
 - a. The Units shall be used as residences only;
 - b. The Common Elements shall be used to furnish the services and facilities for which they were reasonably intended and for the enjoyment of the Unit Owners, and are subject to the Governing Documents and those Rules and Regulations which in the opinion of the Board of Directors, will help achieve their maximum beneficial use;
 - c. Unit Owners shall not permit anything to be done or anything to be kept inside the Unit which will increase the rate of insurance for the Association;
 - d. No unlawful use of the Unit or common elements is permitted;
 - e. Only one standard, commercial "For Sale" or "For Rent" sign may be displayed in only one window of a Unit.
29. Occupancy: The term "Regular Occupancy" means occupancy for a period of time in excess of seven (7) days in any calendar month.
 - a. Three-Bedroom Units: may be regularly occupied by no more than six related or three unrelated persons;
 - b. Two-Bedroom Units: may be regularly occupied by no more than four related and two unrelated persons.
 - c. Bedroom: A living room, dining room, basement, or other area of the unit will not constitute an extra bedroom for purposes of this rule, even if utilized by the owner for such a purpose.
30. Any keys to a Unit or for a Unit Owner's personal property given to the Board of Directors or the managing agent shall be at the provider's sole risk and neither the Board nor the managing agent shall be liable for any injury, loss or damage of any nature whatsoever, directly or indirectly resulting there from or connected therewith.
31. Residential Rental Units and Ownership
 - a. No Unit Owner may purchase, acquire ownership to, or own more than two (2) Units without the written consent of the Board of Directors.
 - b. Unit Owners are expressly prohibited from utilizing their units as commercial rental properties, or in utilizing their Unit in a manner that is not in compliance with all statutes, laws, regulations, and/or ordinances.
 - c. A Unit is considered a residential rental property under the following circumstances:
 - i. The person(s) with legal ownership of the unit does not utilize the unit as his or her primary residence for at least nine (9) months per calendar year; or
 - ii. The person(s) residing in the unit is doing so subject to a written or oral agreement, regardless of whether rent or other forms of compensation are owed or collected; or

- iii. The person(s) residing in the unit are not related by blood or marriage to the person(s) who possess legal ownership of the unit, regardless of whether rents or other forms of compensation are owed or collected.
- d. Exemption From Residential Rental Property Restrictions:
 - i. Any Unit Owner(s) who has lived in their unit for 365 days or longer is permitted to utilize the Unit as residential rental property, exempt from the restrictions listed in Rule 31(e), subject to all other Rules and Regulations.
 - ii. Any Unit Owner(s) that acquired legal title and ownership of a Unit prior to January 1, 2014, is permitted to utilize the Unit as a residential rental property, exempt from the restrictions listed in Rule 31(e), subject to all other Rules and Regulations.
- e. Residential Rental Property Restriction: Any unit owner or entity that does not qualify for the exemption in Rule 31(d) is not permitted to utilize their property as a residential rental property if there are six (6) or more units actively being utilized as residential rental properties. It shall be the responsibility of the Unit Owner, whether an entity or person, to inquire with the Board of Directors and/or the Property Manager regarding the current number of the Association's residential rental units.
- f. Any Tenant or Lessee of a Unit must fully comply with all provisions of the Governing Documents. Unit Owners will be held directly responsible for violations of the governing documents by tenants or lessees. Unit Owners who lease their unit to any Tenant or Lessee must provide a copy of the Governing Documents to their Tenant(s) or Lessee(s) prior to the execution of any lease agreement.
- g. For security reasons, all unit owners must conduct a background and credit check of all prospective Tenants/Lessees before entering into any oral or written lease agreement. This background and/or credit check must be provided to the Board of Directors and/or the Property Manager upon request.
- h. All lease agreements between Unit Owners and their Tenant(s) or Lessee(s) must include a clause or provision in accordance with the following:
 - i. The tenant or lessee will be held in violation, default and/or breach of the lease agreement if the tenant or lessee violates any provision of the Governing Documents;
 - ii. In the instance of a violation of any provision of the Governing Documents by a tenant and/or lessee, that the Unit Owner-Landlord may be required, by a majority vote of the Board of Directors, to institute eviction proceedings against the infringing tenant and/or lessee;
 - iii. The tenant or lessee will be required to obtain renter's insurance prior to occupying the Unit;
 - iv. That the tenant or lessee will only be permitted to own one (1) domesticated animal, provided that the tenant or lessee obtains pet liability insurance or adds pet liability coverage to a renter's insurance policy;
 - v. That in accordance with the Governing Documents, that the Association and any agent, employee or contractor shall have the irrevocable right to access the unit during reasonable hours for such maintenance, repairs or replacements of any Common Element, or to prevent damage to the Common Elements or to another unit or units.
- i. Unit Owners must provide a copy of any lease agreement to the Board of Directors and/or the Property Manager upon request.
- j. If a Unit Owner does not reside in a unit, and permits another individual to reside in the unit, that Unit Owner must provide written notice to the Property Manager of the following information: the

full name of the new resident(s), tenant(s) or lessee(s), that person's date of birth, a working telephone number for each person, and emergency contact information.

SECTION 5 - EXTERIOR CHANGES TO UNITS OR COMMON ELEMENTS

32. Any exterior repair, replacement, addition, improvement or alteration to any Unit must be made with the prior written approval of the Board of Directors. Any unit owner seeking approval of a modification must submit a completed Alteration Request Form to the Property Manager. Examples include, but are not limited to, the installation of new front doors, storm doors, outdoor lighting, awnings and rooftop ventilation.
33. While alterations need not be identical, any exterior repair, replacement, addition, improvement or alteration to any Unit must be consistent with the design, material, color, shape and/or size of fixtures maintained by other Unit owners in the same building (i.e. 100 building). Permission shall be granted to any Unit Owner who, at the Unit Owner's expense, wants to install a frill view storm door, window or outdoor light, provided that the replacement matches the color and style of similar fixtures of the same building. Unit owners are not required to install a storm door, as this is strictly optional.
34. If an exterior repair, replacement, addition, improvement or alteration to any Unit is approved by a majority vote of the Board of Directors, then the Unit Owner must sign and abide by all terms of the Alteration Contract. A copy of the Alteration Contract will be provided to all prospective purchasers of your unit.
35. If any modification is made without the prior consent of the Board of Directors, the Unit Owner may be required to restore the affected portion of the Unit to its original condition at the Unit Owner's expense. If the Unit Owner fails to restore the affected portion of the Unit to its original condition after sixty (60) days, the Association may hire a contractor to perform the work and levy an assessment upon the infringing Unit Owner(s) for the cost of repairs.
36. Under no circumstances may a Unit Owner apply stain, paint, chemicals or any coloring agent to any of the outdoor decks without the prior written approval of the Board of Directors.
37. Windows: The approved color choices for exterior windows are white, beige, and brown.

SECTION 6 - VEHICLES AND PARKING

38. Unit Owners are expected to instruct their guests to park in a manner that does not violate any of the Rules and Regulations, and may be fined or sanctioned for violations committed by their guests.
39. All motor vehicles parked on Association property shall be properly licensed and/or registered in accordance with the laws of the state where the vehicle is registered, and be maintained in proper condition so as not to be a hazard or nuisance by noise, exhaust, or appearance.
40. No vehicle shall be parked in any manner which will impede or prevent ready access to other Unit Owner's parking spaces in front of their units. Walkways, driveways and parking spaces must not be blocked. Unit Owners with garages are required to park their vehicles in their garage and/or their driveway. Unit Owners with additional vehicles may park additional vehicles behind their respective spaces.

41. Unit Owners and their guests must not park or operate their vehicles in a manner that causes damage to the Common Elements or personal property of others. Any Unit Owner who damages Common Elements property by violating this provision shall be assessed the cost of any repairs.
42. Absent permission to do so by a unit owner, no person is permitted to park in the parking spaces of others. The Board of Directors reserves the right to remove such vehicles at the expense of the vehicle owner.
43. No vehicles of a size larger than a panel truck may be parked on any part of the Common Elements, except those vehicles temporarily on the property for the purpose of servicing the property itself or one of the Units. The parking of commercial trucks, trailers, commercial vans, recreational vehicles, and boats is prohibited.
44. No motor vehicle shall be repaired or disassembled on the Common Elements.
45. Visitor Parking:
 - a. The visitor parking spaces are designated for temporary visitor parking only. All Unit Owners and their guests must first fill their individual garages, driveways and parking spaces before allowing guests to utilize visitor parking.
 - b. Unit owners are expressly prohibited from parking their personal vehicles in visitor parking spaces.
 - c. No guest vehicle may be parked in these spaces for more than four (4) days in a given calendar month without permission from the Board of Directors. Vehicles parked in these spaces in excess of this timeframe may be towed at the vehicle owner's expense.
46. Street Parking:
 - a. All persons utilizing street parking shall do so in a manner that does not violate the provisions of any federal, state, or local law, regulation or ordinance.
 - b. Both Sheffield Court and the drive in front of the 900 building are private roadways, and therefore, street parking is prohibited in these areas.
 - c. Unit Owners must first utilize all possible space in their driveways, garages and/or outdoor parking spaces before utilizing street parking for any excess vehicles.
 - d. Unit Owners utilizing street parking shall park their vehicle(s) in a manner and location that does not pose a danger to other motorists.
 - e. Unit Owners and their guests must exercise caution when parking their vehicles to avoid damaging grass, Common Elements property or the personal property of others.
 - f. Unit owners who utilize street parking may not park their vehicle directly across from any unit owner's parking spaces, including their own.
47. Parking Related Sanctions: The following fines shall apply for purposes of parking violations only.
 - a. Upon a first violation, the Board will provide a written warning to the infringing party and/or Unit Owner in accordance with Section 8 of the Rules and Regulations.
 - b. Upon a second violation, the Board may impose upon any Unit Owner a fine of not less than \$25.00 or no more than \$100.00, plus a \$10.00 per day fine if the same violation persists, plus costs incurred to correct the violation.
 - c. Upon a third violation, the Board may impose a fine of not less than \$50.00, nor more than \$100.00, plus a \$10.00 per day fine if the same violation persists, plus costs incurred to correct the violation.
 - d. For a fourth or subsequent violation of the same provision, the Board will impose the maximum fine of \$100.00 per occurrence, plus a \$10.00 per day fine if the same violation persists, plus costs incurred to correct the violation.

- e. If any Unit Owner causes damage to the Common Elements, they will be assessed the cost of any repairs deemed necessary by the Board of Directors.
- f. The Board may impose other fines and/or sanctions as authorized by any other provision of any governing document.

SECTION 7 – PETS

- 48. All pets are to be properly licensed, vaccinated and kept in accordance with the ordinances of McCandless Township, Allegheny County.
- 49. Unit owners are permitted to have no more than two domesticated animals. Any unit owner who *housed* or owned more than two domesticated animals prior to August 1, 2006 will be permitted to keep their existing pet(s), but will not be permitted to replace or exceed the limit thereafter.
- 50. Pet owners must either obtain a separate pet owner liability insurance policy, or ensure that the pet(s) is insured under either a homeowner's or renter's insurance policy.
- 51. No pet that has been declared a dangerous dog by any court of law shall be permitted to enter any Unit or Association property.
- 52. Supervision:
 - a. Pets must be on a leash and accompanied by their owner or custodian at all times when outside the Unit;
 - b. Pets are not permitted to run loose at any time while outside the Unit;
 - c. Pets are not permitted to abuse and damage planted shrubbery, trees, lawns, flowers and other property;
 - d. Pet owners shall not allow their pets to create excessive or extended noise (i.e. barking), which can be heard by other residents;
 - e. At no time is any pet to be left unattended and be housed, tied, or chained outside of the Unit;
 - f. No invisible pet fences are permitted;
- 53. Pet owners are responsible for carrying pet waste clean-up equipment and using it immediately while walking their pets, and making proper disposal of the waste at their unit. Pet owners are not permitted to allow pet waste bags or containers to accumulate outside of their Units. Pet waste must be kept off common elements and out of the sight of other Unit Owners. Pet owners may not allow their pets to urinate on flowers, shrubs, and related plants.
- 54. Pet-Related Sanctions: The following fines shall apply for purposes of Section 6 violations.
 - a. Upon a first-time violation of any of the Rules and Regulations concerning pets, a written warning will be issued to the unit owner in accordance with Section 7.
 - b. If the next offense occurs within ten (10) days of the written warning, a \$30 fine is imposed. Any subsequent repeat offenses within thirty (30) days of the previous fine are \$60 per occurrence. If after thirty (30) days, there are ongoing violations, the Board may impose a fine of up to \$100.00 per occurrence.
 - c. The Board has the right to require the permanent removal of a pet that is declared a nuisance. If the Board receives more than two (2) complaints regarding an individual pet, the Board may schedule a hearing with the Judicial Committee to determine if the pet shall be declared a nuisance. At this hearing, the Board shall allow the pet owner and any complainants to voice their opinions and concerns regarding the nature of the alleged violations. At the conclusion of the meeting, the Judicial Committee shall then, by a majority vote either elect to impose conditions upon the pet owner that must be met in order to retain possession or ownership of the pet (i.e. obedience

school, barking collar, etc.), or by a unanimous vote declare the pet a nuisance. Any pet that is declared a nuisance must be removed from the Unit and Association property within 30 days from the date of declaration, or formal legal action will be taken.

SECTION 8 – ENFORCEMENT

55. Any Unit Owner(s) will be held directly responsible for any violation of any provision of the Governing Documents caused by said owner directly, or the conduct of any co-owner, resident, tenant, lessee, houseguest, child and/or pet.
56. Fines, Sanctions and Late Fees: Unless fines and sanctions are specified in other sections of the Rules and Regulations, the following shall apply:
- a. Any violation shall be subject to a fine imposed by the Board of not less than \$25.00 nor more than \$100.00 per occurrence, plus the costs incurred to correct the violation. If a single violation is ongoing, the board may impose an additional fine of \$10.00 per day, not to exceed \$100.00. All fines will be levied upon the account of the named Unit Owner.
 - b. Any damage caused to any Common Elements, Limited Common Elements, or Units may be assessed against the infringing party and/or Unit Owner.
 - c. If any fines, costs or assessments are imposed by the Board of Directors or the Judicial Committee, and are not paid within thirty (30) days of the initial imposition, or if the violation(s) otherwise continues, the matter may be referred by the Board to collections and/or legal counsel for further action.
 - d. If at any time an infringing party and/or Unit Owner fails to pay any sums due to the Association for any reason, then those sums due will accrue a \$10.00 late fee for the first thirty (30) days and a \$25.00 late fee each additional month on the outstanding balance until all outstanding sums are paid in full.
 - e. All fines are payable to the Cottingham Court Condominium Association, and are to be mailed to the acting Property Manager.
 - f. In lieu of, or in addition to the imposition of a fine, the Board may elect to adopt alternative resolutions that are reasonable under the circumstances.
57. Procedure for Instituting a Complaint
- a. Any Unit Owner must first report a violation in writing or by e-mail to the acting Property Manager. The report must detail as much of the following information as possible:
 - i. Name, address, and telephone number of reporting person;
 - ii. Name and address of infringing Unit Owner;
 - iii. Nature of the violation(s);
 - iv. Date and time the violation(s) occurred;
 - v. Location where the violation(s) occurred;
 - vi. Summary of the personal observations of the reporting person
 - vii. Names and addresses of other witnesses;
 - viii. Any other pertinent information that may aid the Board of Directors in resolving the violation.
 - b. If additional information is needed to corroborate a Rule Violation Complaint, the Board of Directors may conduct an investigation if necessary.
58. Review of Complaint

- a. **Written Warning:** If in the opinion of the Board or its Property Manager, the reported violation does not endanger other residents or Common Elements and can best be cured by a warning, the Board or its authorized agent will issue a written warning by regular mail to the infringing Unit Owner(s) describing the alleged violation, demanding that the violation cease immediately, and if appropriate, that the Common Element that was damaged by the violation be restored by the infringing Unit Owner(s) to the satisfaction of the Board.
 - b. **Imposition of Sanctions:** If the infringing Unit Owner does not comply with the warning letter, and continues thereafter to violate the provisions of the Governing Documents, the Board or its authorized agent will issue written notice to the Unit Owner which will include the following information:
 - i. A description of the nature, the time and place of the violation;
 - ii. A demand that the violation immediately cease;
 - iii. A statement that a fine in the amount of not less than \$25.00 nor more than \$100.00 will be imposed on the infringing party and/or Unit Owner;
 - iv. A statement requesting additional corrective and/or remedial actions if applicable;
 - v. A statement that if the infringing party and/or Unit Owner wishes to appeal the fine, he/she must contact the Property Manager in writing within fifteen (15) days from the date of the imposition of the fine, requesting a hearing before the Judicial Committee. Any request for an appeal before the Judicial Committee will stay the imposition of any fine until the case is decided, noting however that if the Committee finds the alleged violator and/or unit owner in violation, that any fine imposed will be retroactive to the date the fine was initially imposed;
 - vi. A warning that, if the violation continues, a fine of \$10.00 per day thereafter not to exceed \$100.00 will be imposed until the violation has been cured; and
 - vii. A statement that any damage caused by the violation will be assessed against the infringing Unit Owner, and that costs incurred to correct the violation may be assessed accordingly.
59. **Appeal**
- a. Upon receiving notice of an appeal from the Property Manager, the Judicial Committee shall establish a hearing time and place within ten (10) days of receipt of the request. The hearing will be announced and any Unit Owner may attend.
 - b. The person(s) who filed the complaint will be asked to attend the hearing to provide testimony. If the Committee finds that the complaint is credible, the original fine, costs and/or assessment amounts will remain.
60. With the exception of the Bylaws, the adoption of Section 8 of the Rules and Regulations replaces all prior complaint procedures, whether written or oral.

SECTION 9 - DISPUTES BETWEEN UNIT OWNERS, PROPERTY MANAGEMENT, AND CONTRACTORS

- 61. **Disputes with Property Management:** All disputes concerning Unit Owners and any employee of the acting Property Management Company will be evaluated on a case-by-case basis by the Board of Directors. The Board of Directors may, in its discretion, arrange a meeting between the Unit Owner and Property Manager for the purpose of resolving the dispute. Any resolutions must be approved by a majority vote of the Board of Directors.
- 62. **Disputes With Contractors Concerning Performance of Common and Limited Common Elements Projects:**

- a. Contractors hired to perform Common Elements and Limited Common Elements projects are hired on behalf of the entire Association, at the direction of the Board of Directors and the Property Manager only.
 - b. Unit owners are not permitted to make direct complaints to association contractors. All complaints are to be presented to the Property Manager and/or the Board of Directors directly.
 - c. Unit Owners are expressly prohibited from filing complaints with the Better Business Bureau or any companies or websites regarding the performance of any contractor hired by the Association. All such complaints must be approved by a majority of the Board of Directors and filed on behalf of the Association.
 - d. Unit Owners are expressly prohibited from filing civil actions or small-claims actions against contractors hired by the Association alleging poor workmanship with regard to the performance of common and limited common elements projects.
63. Disputes Concerning the Interpretation of Governing Documents: The Board of Directors may, at its discretion, elect to meet with any Unit Owner who objects to the interpretation of a provision of the Governing Documents. However, with the exception of the imposition of fines and sanctions, Section 9 of the Bylaws provides that all matters of dispute or disagreement between Unit Owners or with respect to interpretation of the Governing Documents shall be determined by the Board of Directors, whose determination shall be final and binding on all Unit Owners.

SECTION 10 - AMENDMENTS AND EXEMPTIONS

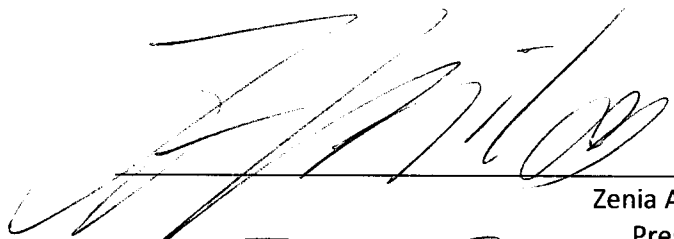
- 64. Exemptions: Special exemptions to the Rules and Regulations may be granted by the Board of Directors upon a written request from a Unit Owner. Any exemption must be approved by a majority vote of the Board of Directors. Approved exemptions may be limited in duration and scope, and can be dissolved by a majority vote of the Board of Directors.
- 65. Amendments: These Rules and Regulations may be amended by a majority vote of the Board of Directors.

Adopted by the Cottingham Court Condominium Association Board of Directors this 27 day of

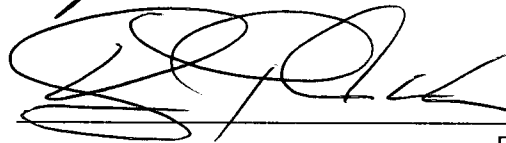
FEBRUARY, 2015.

State: Pennsylvania
County: Allegheny

Katherine M. Diemert



Zenia Ayrton
President



Dianne Clark
Vice President

