

**KENTLEY HOUSE CONDOMINIUM**  
5619 KENTUCKY AVENUE  
PITTSBURGH, PENNSYLVANIA 15232

April 13, 1993

To: All Kentley House Unit Owners and Residents

From: The Condominium Association Council

As you know, part of the responsibilities of the governing council of this condominium association involves the adoption and enforcement of reasonable House Rules. While we have operated under certain House Rules that have been modified from time to time, we thought it was time to republish a complete set of House Rules that are now recorded as a matter of public record along with our Declaration of Condominium and Code of Regulations.

The enclosed House Rules are now part of a public notice that is recorded in the Recorder of Deeds Office of Allegheny County.

Included with this complete set of House Rules is a preamble that explains the purpose and need for such rules. The cornerstone of condominium living is cooperation. Without the reasonable cooperation of our fellow unit owners and residents, House Rules are a mockery. Please read the preamble since this is an important part of the House Rules and what we believe to be the minimum standards we can come to expect from one another as neighbors, co-owners and friends.

The purpose of this distribution is to ensure that everyone concerned is given a copy of the new consolidated House Rules for the Kentley House Condominium Association. Likewise, all new buyers and tenants will also be given a copy of these rules.

Thank you.

PREAMBLE AND  
INTRODUCTION TO THE CODE OF REGULATIONS  
THE KENTLEY HOUSE

For most of us, living in a condominium is a new experience. Many of us come from single family homes to seek the greater convenience that condominium living offers. Few of us have experience with the new realities which accompany condominium living.

Pennsylvania condominium law requires that the condominium be directed / governed by elected owners of the condominium (condominium council) who are responsible for the detailed management of the condominium, for its maintenance, and for enforcement of the rules that allow all of us to live together amicably. The condominium council, on its part, hires management personnel to oversee everyday services required such as maintenance, cleaning, repairs, elevator operation, heating, etc. Condominium law in the state of Pennsylvania provides the framework under which we co-exist.

By definition, when we live together as individual owners, we surrender some of our previously held personal initiatives and we must follow the rules of the condominium. It must be appreciated that only by following these rules can we all benefit.

For example, a reasonable level of security is a major concern for everyone. Yet, none of us can be secure unless all of us observe the rules. Thus, the garage cannot be secure unless each one of us, when using the garage door, ascertains that the garage door is down before he or she leaves the garage. Equally obvious, the dissemination of keys to the entrances of the building to other than actual residents of the building imposes limitations on security for all of us. When we had our own homes, carelessness in matters of security affected only ourselves as individual. The failure to follow appropriate regulations in a condominium setting affects not only the individual offender, but all of his neighbors.

The basic truth is that we depend on one another to observe the rules of the condominium so that all of us can co-exist as neighbors. The condominium council represents our interests. They are responsible to us, but they have the authority to make and enforce rules according to the law of the state of Pennsylvania with reference to condominiums.

It is altogether obvious that unless we abide by reasonable rules and enforcement, they become a mockery. Yet, none of us wants to be policed in his own home. Therein lies the paradox implicit in condominium living.

Pennsylvania law gives the condominium council the right to levy appropriate fines for rules violations. The condominium council can go to court to collect such fines or can place liens against an apartment. Ideally, such action should not be necessary. Nonetheless, it must be understood that such authority does legally exist. Without it not set of rules and regulations is tenable. It is equally obvious that we are responsible to one another to see that the rules are followed. The council and management can only do so much to see cooperation. The attached rules that follow are fair, equitable and enforceable. Can we please count on your cooperation in abiding by these standards?

Experience around the country has indicated that fines are seldom necessary in the best run condominiums because individuals understand their obligations to one another. In some instances, however, the levying of fines and the public knowledge that such fines have been levied have resulted in the rules being enforced without further problems.

Again, we ask for your cooperation and understanding to follow these basic standards at the Kentley House.

## KENTLEY HOUSE CONDOMINIUM

### HOUSE RULES

1. All common halls, stairwells, porch and sidewalks shall not be obstructed nor used for any other purpose than to enter and leave apartments or enter or leave the building.
2. No unit owner shall make or permit any disturbing noise or activities in the building by himself, his family, friends, servants, guests, tradesmen or pets; nor do or permit anything to be done that may interfere with the rights, comforts or convenience of other building residents.
3. 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 resident.
4. A unit owner should alert his neighbors in advance when planning any activity which might inconvenience them.
5. No baby carriages, bicycles, tricycles, shopping carts or similar obstructions may be left in the halls, passageways, elevator, vestibule or lobby of the building, nor may any such equipment be ridden in any portion thereof. After use, shopping carts must be promptly returned to the proper station.
6. Any unit owner or guest who litters or spills anything in a common area must promptly clean-up and remove such spillage or litter.
7. Children are not permitted to loiter or play on the stairways or in the halls, lobbies or elevators.
8. Any damage to the building or elevator caused by moving or carrying of freight, furniture, goods, merchandise or other articles shall be paid by the unit owner responsible for such moving.
9. Residents will not store any goods or articles in any portion of the building except in their own apartment or within their assigned locker, and will not ask the management or building employee to accommodate them temporarily or permanently to use the boiler room, corridors or any common area for personal storage. (Small articles (non-combustable) may be neatly stored within your assigned parking stall.)

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10. Heating apparatus and electrical fixtures in the halls, stairways, garage and around the building are under the exclusive control of the Council or its agent and no resident or owner shall interfere in any manner with such apparatus or controls.
11. All residents must not waste or abuse common element/common expense heat, light and water.
12. All residents and their employees using the laundry must keep the area clean by cleaning washer and its parts as well as the dryer upon completion of use so it will be clean and ready for the next person.
13. No wires, additional TV or radio antennas may be attached or installed to the outside of the building.
14. No sign, signal or advertisement shall be inscribed or exposed on or at any window or other part of the building, except as may be approved in advance in writing by the Condominium Governing Council.
15. Unit owners are required to submit to Council the names of all persons residing within their apartment and to keep Council advised of any changes in such occupancy.
16. No unit owner, resident, or any other person may advertise or cause or permit to be advertised, the proposed sale of any item (ie: house-hold goods/car) on the premises of Kentley House where such advertisement identifies the name or address of the Kentley House or in any manner encourages the general public to visit the building.
17. For the reasonable security of all residents, no resident may provide access into the building anyone that is unknown or uninvited by that resident.
18. No solicitation whatsoever by any person or persons is permitted in the building. Kentley House residents have a right to be free from this harassment.
19. Nothing shall be done on the premises 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 premises.
20. Keys to any public entrance door of the building are for the sole use of Kentley House residents. Requests must be made in writing to Council when requesting more than one key for each resident.
21. The roof must not be used as a sun deck or for an area of recreation.

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22. Any common area sign, fence, rail, gate, etc. that may be erected by Council or its agent shall not be interfered with by any resident or unit owner.
23. For the comfort of all unit owners, the following rules apply to pets:
  - a. Any resident owning a pet shall be fully responsible for any personal injuries or property damage caused by the pet.
  - b. If a pet disturbs other residents in the building by crying, barking, or biting, notice will be given by the Governing Council to have the annoyance discontinued, and, if not promptly corrected, the pet must be removed from the building.
24. Guests of unit owners may not use the building garage. Neither guests, unit owners or residents shall park in the driveway or ramp or in any way obstruct ingress or egress to/from any garage stall.
25. Property left with the building employee by or for a resident will be accepted by employee only as agents of the resident and not of the Condominium Association. Council shall not be responsible for any loss or damage to such property.
26. Council reserves the right to make such other rules and regulations from time to time as may be necessary for the safety, care and cleanliness of the premises and to better provide for the comfort and convenience of all residents.
27. Council and its individual members shall not be responsible to any resident or unit owner for any non-observance of these rules or regulations by any resident or unit owner.
28. Any exterior alteration (including, but not limited to replacement of windows or balcony modifications) must be presented to and approved by the Governing Council prior to installation.
29. There is a \$25 late fee for any condo fees (or special assessments, fines, etc.) that are not paid by the 15<sup>th</sup> of the month in advance for the month then due.
30. Any condo fees or special assessments not paid by the 15<sup>th</sup> of the month for the month then due will be charged a twenty five dollar (\$25.00) late fee.
31. All move-ins/move-outs must be conducted via the rear door or side door only. The front entry bridge is covered by a delicate waterproofing membrane that can be easily damaged. Therefore there may be no moves/deliveries using the front entrance.
32. Any lease or rental of a unit at the Kentley House must comply with special rules for tenants and include a signed copy of the attached lease addendum giving the condo association a third party beneficiary position. Exhibit "1" attached hereto and incorporated by reference herein.

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- 33. All buyers purchasing a unit at the Kentley House must pay to the Kentley House Condominium Association a non-refundable move-in/move-out fee of \$200.00 to cover both the move-in and move-out. There are not two separate fees.
- 34. All floor areas inside each apartment must be covered by carpet and padding (except the bath and kitchen areas) so as to minimize sound transmission problems between apartments.

ENFORCEMENT

The Condominium Association Governing Council has the authority to impose a fine and initiate other legal remedies and sanctions as may be reasonably necessary to enforce these rules on behalf of all Kentley House residents and unit owners.

These House Rules are duly adopted by the governing council of the Kentley House Condominium Association this 29<sup>th</sup> day of March 1993 and are recorded in the Recorder of Deeds Office of Allegheny County, Pennsylvania as part of our public records.

Maurice P. Beasi  
Secretary of Council

Robert T. Kelling  
President of Council

Notary/Affidavit

On this 29<sup>th</sup> day of March 1993, personally appeared (or satisfactorily proven to be) Alex Hurler and Maurice Beasi, the President and Secretary respectively of the Kentley House Condominium Association, who execute this document for the purpose herein contained; and swear to the facts contained herein, before me, a Notary Public.

Linda Schuss  
Signature of Notary Public

My commission expires

Notary Seal Linda Zentuss, Notary Public Pittsburgh, Allegheny County My Commission Expires Dec. 3, 1995 Member, Pennsylvania Association of Notaries
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Exhibit "1" referenced in House Rules

RULES FOR TENANTS

AT

## THE KENTLEY HOUSE CONDOMINIUM

Pursuant to an Amendment to the Kentley House Condominium Code of Regulations and Action by the Condominium Council, all unit owners and residents are advised that the following Rules for Tenants must be complied with, to wit:

1. All leases shall be for a period of not less than one (1) year term.
2. All tenants must abide by the Kentley House Condominium Rules and Regulations, House Rules and other Condominium regulations that may be promulgated by the Condominium Council.
3. Subletting is prohibited.
4. The lease form must be approved by the Condominium Council prior to commencement of the lease. The standard Bar Association lease form with this notice appended as an Addendum to said lease is an acceptable form.
5. The Kentley House Condominium shall be named as a third party beneficiary to all leases.
6. The landlord shall be responsible for making all the Condominium House Rules, Rules and Regulations and Code of Regulations, etc., available to the Tenant prior to executing any lease with said tenant.
7. The landlord shall post a \$250.00 security deposit with The Kentley House Condominium prior to the tenant's move-in. Said fee shall be returned if the tenant's move-out is completed without any damage to the elevator, halls, or any common areas of the building, as determined by the judgment and discretion of the Condominium Council or the management office. Any damage caused by the move-in or move-out as determined by the Condominium Council or the management office shall result in a deduction of said costs from the security deposit posted by the LANDLORD. The Landlord/unit owner may also be responsible for any additional damage done to any common area of any kind and description that may exceed the posted security deposit.
8. All move-ins and move-outs MUST be conducted during normal working hours of 9:00 A.M. to 7:00 P.M. Any and all costs incurred by the Kentley House Condominium in conjunction with a tenant move-in or move-out, including but not limited to wages paid to a building representative who must pad the elevator, etc., shall be the sole responsibility of the Landlord and shall be billed by the Kentley House Condominium to the responsible unit owner as an additional assessment to that owner.
9. Pets are prohibited. No dogs, no cats, no domestic or wild animals whatsoever.
10. The Condominium Association shall reserve the right to limit the number of residents permitted in any leased unit. The Landlord shall obtain the permission of the Condominium Council before executing and lease with a tenant.
11. All Landlords shall post with management a deposit of \$50 per key and a deposit of \$50 per garage door opener.

These Rules and Regulations are duly adopted by The Kentley House Condominium Council this seventh day of December, 1989 and supersede all previous rules for tenants.

Council Members

[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]  
[Handwritten Signature]

Acknowledged by Landlord/Unit Owner

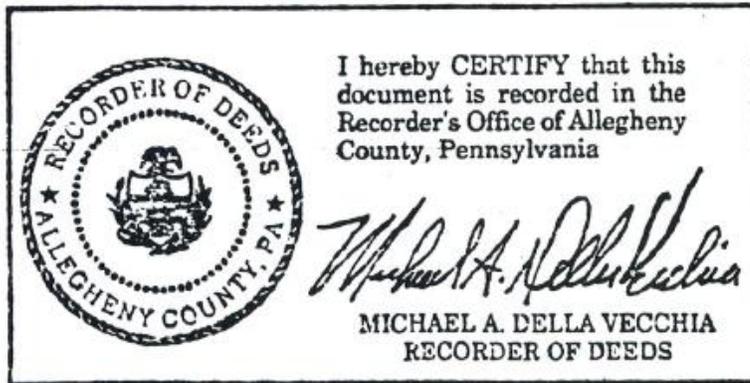
Unit

\_\_\_\_\_

\_\_\_\_\_

Tenancy of \_\_\_\_\_

Dates of Lease \_\_\_\_\_



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**KENTLEY HOUSE CONDOMINIUM ASSOCIATION**  
5619 Kentucky Avenue  
Pittsburgh, PA 15232

April 22, 2002

To: All Unit Owners

From: Kentley House Board of Directors

Re: Pet rule amendment

You may recall that a survey was sent to all Unit Owners awhile back soliciting your opinion as to proposed changes to House rule #23 relating to unit owners owning pets. The results of that survey indicated that a majority of the unit owners who chose to participate have indicated that they would like to eliminate any further pets from being brought into the building. At it's April 10, 2002 meeting the Board voted to approve the change to House rule #23 thereby eliminating any further pets. For those existing owners that currently have a pet, the pet will be grandfathered until either you choose to get rid of it or upon the animals demise at which time it may not be replaced.

House rule #23 will now read:

23. Pets may not be kept in any apartment by a Unit Owner nor may they be brought into the building by their guests. Unit Owners who presently have pets living in their apartments can retain these pets, but upon the demise of these pets, they cannot be replaced.

Thank you



Allegheny County  
Valerie McDonald Roberts  
Department of Real Estate  
Pittsburgh, PA 15219

Instrument Number: 2012-21269

BK-DE VL-14980 PG-442

Recorded On: August 16, 2012 As-Deed Agreement

Parties: KENTLEY HOUSE CONDO

To KENTLEY HOUSE CONDO

# of Pages: 5

Comment:

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement 78.50  
Pages > 4 0  
Names > 4 0  
Total: 78.50

**Realty Transfer Stamp**

**Department of Real Estate Stamp**

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 08-16-2012 / S B  
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

**File Information:**

**Record and Return To:**

Document Number: 2012-21269  
Receipt Number: 2161624  
Recorded Date/Time: August 16, 2012 12:09:57P  
Book-Vol/Pg: BK-DE VL-14980 PG-442  
User / Station: J Clark - Cash Station 22

LISA M BURKHART ESQ  
1109 GRANT BLDG  
310 GRANT ST  
PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager  
Rich Fitzgerald, County Executive