

LEBANON HOUSE CONDOMINIUM ASSOCIATION
520 WASHINGTON ROAD
PITTSBURGH, PA 15228

RULES AND REGULATIONS

REVISED 5-15-19

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INTRODUCTION

Lebanon House Condominium Association (“Association”), acting through its Executive Board, has adopted the following Rules and Regulations (“Regulations”). These Regulations apply to the owners of record of each Unit (“Unit Owner(s)”) as well as their family members, tenants whether or not in residence, servants, employees, contractors, agents, and visitors and to any guests, invitees or licensees of such Unit Owner. Each Unit Owner should ensure that the forgoing individuals are made aware of these Regulations. In the event a Regulation is violated by any of the forgoing individuals and a fine or assessment is imposed, the fine and assessment is charged against the Unit Owner; if privileges are suspended or revoked, it is the privileges of the Unit which are revoked and which affect any person claiming the privileges of the Unit.

These Regulations apply to the entire Association Property. The Executive Board reserves the rights to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by the resolution of the Executive Board in accordance with the Pennsylvania Uniform Condominium Act (“The Act”) and the Association’s Declaration and Bylaws.

Some Regulations are taken in whole or in part from applicable provisions in the Declaration or the Act. In the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Act shall govern, with the Act superseding the Declaration.

Because a condominium combines proximate living with home ownership, it is imperative that each member of this community be aware and respectful of the rights of his/her neighbors and his/her own obligations. These Regulations are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to ensure a clean, quiet, safe, and valuable environment for all.

The Executive Board is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of these Regulations. The Regulations

will be enforced, without discrimination, for the benefit of all members of our community.

RESTRICTIONS ON USE

1. No part of the Condominium shall be used for any purpose except housing and the related common purposes for which the Condominium was designed. Each Unit shall be used as a residence for a single family or housekeeping unit and its guests except for the commercial area portions of the Common Elements which shall be used for such commercial and office purposes as are permitted by law and these Regulations.

2. No Industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism, exploitation or otherwise that has employees, contractors, customers and or clients visiting a Unit, shall be conducted, maintained or permitted on any part of the Condominium (home offices used for the convenience of unit owners are permitted). No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Condominium or in any Unit or any motor vehicle on property. No Unit shall be used or rented for transient, hotel or motel purposes.

3. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior consent of the Executive Board except as herein or in the Bylaws expressly provided. No public hall shall be decorated or furnished by any Unit Owner in any manner.

4. Nothing shall be done or kept in any of the Common Elements or Units which will increase the rate of insurance for the Buildings or contents thereof applicable for residential use without the prior written consent of the Executive Board. No Unit owner shall permit anything to be done or kept in his/her Unit or on or in the Common Elements which will result in

the cancellation of Insurance on the Buildings or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Unit.

5. All garbage and trash must be wrapped securely before putting it in the chute provided on each floor. Do not overload chutes or leave garbage in any portions of the Common Elements.

6. No garbage should be placed in the Common Elements where recyclables are placed for collection.

7. Garbage and refuse shall be deposited only in the containers specified by the Executive Board and only at such times and in such manner as the Executive Board or its agent shall direct.

8. The bathrooms and toilets in the Buildings and Units and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. If the Association repairs any damage or incurs any cost resulting from misuse of any of such apparatus, the cost shall be assessed to the Unit Owner for violating these provisions.

9. Each Unit Owner shall keep his Unit in a good state of preservation, repair and cleanliness. No one shall sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or balconies thereof, any dirt or other substance. If the Association repairs any damage or incurs any cost resulting from anyone sweeping, throwing or permitting to be swept or thrown from a Unit, or from the doors, windows or balconies thereof, any dirt or other substance, the cost shall be assessed to the Unit Owner violating these provisions.

10. Nothing shall be done in any Unit, Limited Common Elements or on the Common Elements which may impair the structural integrity of the Buildings or which may structurally change the Buildings nor shall anything be altered or constructed on or removed from the

Limited Common Elements or the Common Elements.

11. No noxious or offensive activity shall be carried on in any Unit, Limited Common Elements or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or residents.

- A. No Unit Owner or resident shall make or permit any disturbing noises in the Buildings or do or permit anything, which will interfere with the rights, comforts or convenience of the other Unit Owners or residents. All Unit Owners or residents shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to unreasonably disturb other Unit Owners or residents. Despite such reduced volume, no Unit Owner or resident shall operate or permit to be operated any such sound producing devices in a Unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall unreasonably disturb or annoy other residents of the Buildings. All exercise equipment must be equipped on noise mounting pads and can only be used between the hours of 6 a.m. and 10 p.m.
- B. Contractors employed by Unit Owners shall only be permitted to work on Units between the hours of 8 a.m. and 6 p.m. Monday through Saturday, except in the case of an emergency threatening the Unit or Common Elements.
- C. All common areas in the building are designated as **NO SMOKING** areas. In an effort to protect the health and safety of all Unit Owners/Tenants, all smoking and/or other open flame is prohibited in Units where oxygen equipment is being used whether the apparatus is turned off or otherwise. Unit Owners/Tenants who smoke within their unit boundaries are responsible for ensuring that smoke does NOT infiltrate to the Common Areas or other Units.

D. No noise or vibrations shall be made or cooking or other odor created, nor shall any work or other thing be done which shall unreasonably disturb, annoy or interfere with the rights, comfort or convenience of other residents of the Buildings. All cooking equipment shall be used in such a way to prevent noxious odors or smoke from entering the hallways or permeating the Buildings.

12. No cooking is permitted on the balconies. Balconies must be kept free of trash, trash cans and debris. No rugs shall be placed on Balconies nor shall any salt or snow melt materials be used thereon.

13. No birdfeeders or bird feeding is permitted on Balconies.

14. No blinds, covers, clotheslines, clothes racks, swings, awnings, signs, air conditioners, ventilators, fans, flags or shades shall be attached to, hung in, or used in connection with any door (other than interior doors entirely within a Unit), balcony, patio, deck or terrace.

15. Draperies, shades, curtains or blinds must be installed by each Unit Owner on all windows of their Unit and must be maintained thereon at all times. Draperies, shades, curtains or blinds shall be lined in white or neutral tones when visible from the exterior of the building.

16. No Unit shall be used for any unlawful purpose and no unlawful act shall be done or permitted in or upon a Unit or upon the Property.

17. No waterbeds or other furniture filled with a liquid or semi-liquid substance shall be installed or used in any Unit.

18. The Executive Board shall have the right, at the request of a Unit Owner, to retain a passkey to each Unit in order to have emergency access to the Unit.

19. Utilities shall not be used in unnecessary or unreasonable quantities and the Unit

Owner causing such use shall be liable for the cost of the amount used.

20. No Unit Owner shall conduct a sale or auction within his/her Unit that invites buyers from the street into the building.

21. The occupancy of a one bedroom, one bathroom Unit should not exceed two adults unless permission is granted by the Executive Board.

22. The occupancy of a two bedroom, two bathroom Unit should not exceed four adults unless permission is granted by the Executive Board.

23. Employees of the Association or Management Company are not under the direction of Unit Owners and shall not be directed to perform any function other than those for which they are employed.

24. When a commode is replaced in any Unit it must be replaced with a new American Standard Cadet model or a commode of the same specifications that will not overflow.

25. Any construction or renovations within a Unit that involve the removal or addition of walls, rerouting of existing plumbing, electrical or gas lines or addition or removal of such lines, or the addition of washers or dryers within the Unit, must be approved by the Executive Board and the Owner must have the necessary constructions permits as required by law.

LEASING & MOVE IN / MOVE OUT

26. No Unit will be used for purposes other than as a private residence, except as otherwise provided in the Declarations of Covenants and Restrictions. The first floor business suites are not permitted to sell prepared or any other types of food. No residential Units are

permitted to prepare food within their unit for sale (i.e. food catering businesses are not allowed).

27. A Unit Owner may not lease his or her Unit to any tenant for an initial term of less than one year. Extensions or renewals of the initial lease to the same tenant may be for less than one year. No less than an entire unit may be leased. Owners are responsible for their occupant's compliance within the Association Rules and Regulations and should include them with the lease.

28. A Unit Owner may only lease his or her Unit pursuant to a written lease. A copy of the written lease must be provided to the Management Office within ten (10) days of the start of any lease term.

29. Upon purchase of a Unit, the Owner must physically occupy it as their primary residence for 18 months after the date of purchase prior to leasing or renting it to another party, unless permission is granted by the Executive Board.

30. Owners must conduct a criminal record check on all prospective tenants and provide a copy of the results to the Executive Board. The Board reserves the right to reject the prospective tenant based upon the results of the record check.

31. Any resident or tenant moving in or out of the Building must provide notice to the Management Office at least 14 days prior to the move in/out date. A security deposit of \$250.00 must be provided at the time of the notice which will be refunded after the move provided there is no damage caused as a result of the move. Any move in/out must take place between the hours of 8:00 a.m. and 6:00 p.m.

32. **Fines.** The Association will impose the following fines against a Unit Owner / resident who violates these Rules:

A. Moving without Association approval \$500.00

B. Moving before or after restricted hours \$50.00 for each hour before or after the permitted period until moving is terminated.

C. Breach of security \$250.00 (Security or exterior Building doors **MUST NOT** be propped open or left unattended).

PET RULES

33. No animals, including birds or reptiles, of any kind shall be raised, bred or kept in any condominium Unit. This includes pets brought in by visitors.

PARKING AND STORAGE

34. All personal property shall be stored within the Units or designated storage lockers.

35. The sidewalks and entrances shall be used only for access to and from the Units and those portions of the Common Elements intended for the use of Unit occupants shall not be obstructed.

36. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, vans, (with the exception of designated passenger use vans), stretch cars, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in such areas, if any, specifically designated for such parking by the Executive Board. All vehicles must have current

license plates, current registration stickers, and current inspection stickers and be in operating condition. No vehicles shall be parked on the Condominium property with conspicuous "For Sale" signs attached. No washing, repairing or servicing of vehicles is permitted in the parking areas or on any Common Element or Limited Common Elements. All vehicles must be parked in the spaces designated to the Unit occupant.

37. To maintain building security, close garage doors after entering or exiting the Building.

38. Commercial vehicles of contractors performing services for a resident of the Association are permitted to be parked in the common area so long as they are performing services. Under no circumstances may such vehicles be left overnight.

39. Traffic regulations adopted by the Executive Board or by municipal authorities shall be strictly obeyed by the Unit Owner, their agents, and employees, as well as family members, guests, visitors and invitees.

40. There is no parking allowed in the loading dock. Violators may be towed.

41. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle shall be illegally parked or abandoned on the Property, the Association shall be held harmless by such Unit Owners or vehicle owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the Owner or driver may have under provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability, which may be imposed on the Association as a result of such illegal parking or abandonment, and any consequences thereof.

42. In addition to all other rights, which the Executive Board has for non-payment of assessments, the Executive Board shall have the right to bar the use of a Unit Owner, tenant or occupant of the parking facilities for failure to make payments of any assessments or fees due.

43. Handicapped parking: The Association may designate certain parking spaces or facilities for use solely by vehicles with handicapped registration plates or handicapped parking placards. The spaces and facilities will be clearly marked as being reserved solely for handicapped parking. Residents parking in such spaces or facilities without the appropriate plate or placard will be subject to both fines and having their vehicle towed, without warning, at their expense.

ENTRY INTO UNITS

44. No Unit Owner or resident shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a Unit without the prior written consent of the Executive Board. If no Emergency Key is provided to the Association or if the Unit Owner, or resident through the installation of alarms, security systems or other locks, prohibits or obstructs entry to their Unit, the Unit Owner shall be responsible for the actual costs or damages incurred by the Association gaining entry into the Unit.

45. The agents of the Executive Board and any contractor or workman authorized by the Executive Board, may enter any Unit at any reasonable hour of the day after notification (except in case of emergency in which case entry may be immediate and without notification) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. A pest control service will be accessing units on an every other month basis and prior notice to residents will be posted.

46. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the person leaving such items assumes the sole risk therefore and such person, not the Association, shall be liable for

injury, loss or damage of, any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit will not be permitted by the Management Office without the prior written permission of the Unit Owner or resident accompanied by a written waiver of all liability in connection with such deliveries.

FINES AND FEES

47. A report of an alleged violation of these Rules and Regulations must be submitted to the building manager in writing. If the violation is deemed to have merit, a notice will be sent to the alleged violator that the violation must be remedied or ceased.

48. If the violation is not remedied or ceased within seven (7) days of the notice, fines of up to \$25/day may be imposed on the Unit Owner until the violation is remedied or ceased.

49. If the Unit Owner or occupant disputes the validity of the violation, the Executive Board shall name a Dispute Committee to review the complaint, and give the alleged violator an opportunity to be heard by providing at least ten (10) days advanced notice of a hearing to be held to hear the charges of the complainant. Notice of the hearing date and time and the parties involved shall be publicly posted and mailed to the record address of any non-resident Unit Owner. The hearing shall be held no more than sixty (60) days after the formal complaint has been given to the Committee.

50. The hearing shall be conducted as an informal, quasi-judicial proceeding open to all residents. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross-examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceeding transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription. A copy of the transcript must be provided to the Committee at no cost to the

Committee.

51. In order to ensure an unbiased tribunal, no member of the Committee may sit and hear a case in which he/she has a personal relationship with either party to the proceeding or in which he/she is intimately involved in any other respect.

52. After a full hearing on the dispute, the Committee shall make a written report to the Executive Board and shall recommend sanctions or corrective actions or corrective actions where appropriate. The following sanction schedule shall serve as a guideline, depending on the seriousness and frequency of the violation:

- (a) Reprimand / warning
- (b) \$25.00 Fine
- (c) \$50.00 Fine
- (d) \$100.00 Fine
- (e) \$200.00 Fine
- (f) Any such Fines per day or per occurrence, as appropriate.

53. After receipt of the Committee Report at the next regularly scheduled meeting of the Executive Board, the Executive Board shall ratify the Committee decision and recommendation, unless the Executive Board finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.

54. Decisions of the Executive Board in these disputes are final.

COLLECTION OF CONDOMINIUM FEES

55. Any condominium fee, utilities or maintenance must be paid in full by the 5th of every month. If the monthly condominium fee is not received by the 15th of the month, a \$25.00 late fee will be assessed plus a 2% per month interest charge on any past due balance. Any payments will be applied first to any past due balance.

56. A Unit Owner will also be obligated to pay all expenses of the Association, incurred in the collection of any delinquent assessment by legal proceedings or otherwise including reasonable attorney's fees.

57. Any delinquent Unit Owner shall also be obligated to pay any amounts paid by the Association for taxes or on account of superior liens or otherwise to protect its lien, which expenses and amounts, together with accrued interest, shall be deemed to constitute part of the delinquent assessments and shall be collectible as provided in the Declaration, By-laws and Rules and Regulations.

58. The Association may, in addition to all other remedies permitted to it, accelerate all other charges in monthly assessments to become due within the calendar year in which a Unit Owner is in default in the payment of assessment for more than sixty (60) days.