

RULES AND REGULATIONS OF
CENTRE COMMONS CONDOMINIUM

The terms herein shall have the same meanings as defined in the Declaration of Condominium of the property known as Centre Commons Condominium, a condominium created under and subject to the Pennsylvania Uniform Condominium Act. All present and future owners, mortgagees, lessees and occupants of the Units and of the Common Elements and their agents, employees and invitees 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. GENERAL

1. The Units and Common Elements (including Limited Common Elements) shall be used only for the purposes set forth in the Declaration and ByLaws.

2. 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 Owners, and shall not be obstructed.

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

4. Nothing shall be hung, projected or shaken, and no dirt or other substance shall be thrown, swept or otherwise emitted from the windows of the Building. Nothing shall be placed on, in or projected from the doors (other than interior doors entirely within a Unit), windows or window sills, including without limitation awnings, clotheslines, aerials, signs, ventilators, or fans. Only white shades, blinds, drapes, or linings thereof, shall be permitted which may be visible from the exterior of the building. Air conditioners shall be permitted but may not project beyond the plane of the exterior of the building without consent of the Board.

5. Nothing shall be done, including without limitation cooking, working, causing vibration or odors which shall unreasonably disturb or interfere with the rights, comfort or convenience of other occupants of the Building.

6. All radio, television, phonographic, audio or other electrical equipment of any kind, and all appliances installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.

7. Employees of the Association or Management Company shall not be sent off the condominium premises by any Unit Owner for any purpose or directed to perform any function other than those for which they are employed.

8. Sinks and toilets shall not be used for any purpose other than that for which designed.

9. 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.

10. 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.

11. Water 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.

12. No Unit Owner shall keep any explosive or flammable material or substance in his Unit, except ordinary household products.

13. Damage to any portion of the Property caused by minor children of the Unit Owners or by guests, invitees, visitors or licensees of the Unit Owners shall be repaired at the expense of the responsible Unit Owners.

14. No Unit Owner shall make, or permit his family, visitors, or licensees to make, any noise or activity that will interfere with the rights, comfort, or convenience of other Unit Owners including, but not limited to, playing a musical instrument, phonograph, television or radio.

15. No radio or television antenna shall be erected or installed on the exterior walls of a Unit or on the Common Elements, including the roof.

16. These Rules and Regulation are adopted pursuant to the Declaration of Condominium and By-Laws and may be enforced in accordance with those documents.

17. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time.

B. PARKING AND STORAGE

1. All personal property placed in any portion of the building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the Unit Owner and the Association shall in no event be liable for the loss, destruction, theft or damage of or to that property.

2. Should an employee of the Association at the request of a Unit Owner move, handle or store any articles in storage rooms or remove any articles therefrom or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, that employee shall be deemed the agent of the Unit Owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

3. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parking in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

4. Parking so as to block sidewalks, driveways or parking spaces shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Association shall be held harmless by that Unit 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 the provisions of state or local laws and ordinances are expressly waived. The Unit Owner shall indemnify the Association against any liability that may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

C. PETS

1. No animals or reptiles of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except that those pets residing in the Building at the time of conversion may remain but may not thereafter be replaced, subject, however, to the following rules.

2. One pet may be maintained in a Unit so long as it is not a nuisance. Actions that will constitute a nuisance include, but are not limited to, abnormal or unreasonable crying, barking, scratching or unhygienic offensiveness.

3. Each pet must be registered and innoculated as required by law and registered with the Association office.

4. Pet owners are fully responsible for any personal injuries or property damage or both caused by their pets.

5. Pets must be leashed. Leashes may not exceed six (6') feet in length.

6. Owners of pets walked on the Common Elements must promptly clean up their pets' droppings.

7. Pets may not be walked in the rear yard of the Buildings.

D. YARD

Personal furniture and other property shall not be stored or left in the yard except when actually in use.

Adopted this _____ day of _____, 1986.

CENTRE COMMONS CONDOMINIUM ASSOCIATION

BY: _____

PET AGREEMENT

This Pet Agreement is entered into this _____ day of _____, 20____, by and between the Centre Commons Condominium Association and _____, residing in the Premises located at _____, Unit _____.

In consideration of their mutual promises, the Centre Commons Condominium Association and the above Resident/s agree as follows:

A. Description of Pet: The by-laws covering the Premises provide that no pets are permitted on or about the Premises without the Association's prior written consent. The above Resident/s are hereby permitted to have only the following described Pet, subject to the terms and conditions of the Pet Agreement:

Name of Pet: _____	Type of Animal: _____
Breed: _____	Color: _____
Age: _____ Weight: _____	License #: _____
Date of last rabies shot: _____	City of License: _____
Name of Pet Owner/s: _____	

No other animal (including any offspring) shall be permitted by the above Residents in the Premises at any time.

B. Pet Owners agree to abide by the following rules:

- 1) Nuisance.** The Pet may not cause any damage to the premises, nor may the Pet cause any discomfort, annoyance, or nuisance to any other resident.
- 2) Sanitary Problems.** All dogs and cats must be housebroken if over one year of age. The Pet may not be fed or given water, or allowed to urinate or defecate, in any Common Area of the condominium building. Pet Owners shall immediately remove and properly dispose of all Pet waste on the grounds.
- 3) Prohibited Areas.** The Pet shall not be left unsupervised in any Common Area.
- 4) Abandonment.** Pet Owners may not abandon the Pet, leave it for any extended period without food or water, or fail to care for it if it is sick.

5) **Compliance with Laws.** Pet Owners agree to comply with all applicable governmental laws and regulations.

C. Association's remedies for violations.

- 1) **Removal of Pet by Pet Owners .** If, in the collective judgment of Centre Commons Condominium Association members, any rule or provision of this Pet Agreement is violated by Pet Owners or their guests, Pet Owners shall immediately and permanently remove the Pet from the premises upon written notice

- 2) **Removal of Pet by Property Management.** If, in the collective judgment of Centre Commons Condominium Association members, Pet Owners have abandoned the Pet, left it for any extended period without food or water, failed to care for it if it is sick, or left it unattended in violation of the rules herein, then these specified parties may, upon one day's prior written notice left in a conspicuous place, contact a humane society or local authority to remove the pet. The Centre Commons Condominium Association shall not be liable for loss, harm, sickness, or death of the Pet. Pet Owners shall pay for reasonable car and kenneling charges if the Pet is removed in accordance with this paragraph.

- 3) **Cleaning and repairs.** Pet Owners shall be solely liable for the entire amount of all damages caused by the Pet. If any item cannot be satisfactorily cleaned or repaired, Pet Owners must pay for complete replacement of such item.

- 4) **Injuries.** Pet Owners shall be strictly liable for the entire amount of any injury to any person or property caused by the Pet, and shall indemnify the Centre Commons Condominium Association for all costs of litigation and attorney's fees resulting from same.

Pet Owner: _____

Date: _____

Pet Owner: _____

Date: _____

Management Representative:

Date: _____

MEMO

TO: Centre Commons Condo Owners

FROM: Lynne Thomas

RE: May 15th meeting

DATE: May 17, 2003

The Centre Commons Condominium Association held a meeting on May 15, 2003. In attendance were owners Mary Mally, Reva Furby, Clara Benton, Gigi Silverberg, Amy Greer, and Lynne and Danny Thomas, as well as Kefalos representative Eric Knolle. The following issues were discussed:

- 1) Kefalos and Associates received a quote from Gray Welding, Braddock, PA, regarding the repair of the fire escapes. Gray estimates that he will need six days and two men to do the work at a cost of \$3,975.00. The Association moved that Kefalos obtain another quote from a different welder to assess whether this cost is appropriate. If there is a large difference between the two quotes, the Association suggested that Kefalos obtain a third quote to determine the lowest possible price.
- 2) Reva Furby and Gigi Silverberg expressed their concern about their inability to regulate the heat in their units. The Association moved that we plan to gather estimates for the bleeding of the radiators in all units and discuss dates for the work to be done during the late summer.
- 3) The Association discussed Lynne Thomas' new Pet Policy, which she distributed at the April meeting. Amy Greer suggested the following amendments to the policy:
 - a) Only owners can retain pets in their units
 - b) Owners may retain only two cats OR one dog under 25 pounds
 - c) All pets must be carried through Common Areas at all times
 - d) Owners who obtain pets will be required to submit a one-time \$100 security deposit to Kefalos and Associates.
 - e) The word "Residents" in the Pet Agreement was changed in most circumstances to "Pet Owners" to distinguish between all Centre Commons residents and those particular residents who own pets.

A majority of the owners moved to accept this new policy as amended by Ms. Greer (see attached copy of policy).

- 4) Amy Greer requested that the \$15 per month fees that she is currently paying for the use of her gas fireplace be rescinded. A majority of the owners moved to approve this request.

Revised Pet Policy Final Draft – May 15, 2003

- 1) All potential pet owners must submit a pet application (see attached).
- 2) Pet owners will be required to register their pet with the management company and pay a security deposit of \$100.
- 3) Only two cats OR one dog under 25 pounds per unit.
- 4) Only traditional pets may be kept in the unit (no iguanas, boa constrictors, etc.). No pets that are endangered, poisonous, or dangerous will be accepted.
- 5) All resident dogs and cats must be licensed with the city and up to date on rabies and other vaccinations. Pets over the age of six months must be spayed or neutered in order to control pet overpopulation.
- 6) All pets must wear collars with identification tags at all times.
- 7) Pets must be confined to the owner's unit and must be carried through all common areas.
- 8) All pet debris must be picked up and disposed of properly. Owners who violate this statute will be subject to a fine of \$100 per incident.
- 9) Pet owners are financially responsible for any and all damages their pets create.
- 10) No pet shall become a nuisance or create any unreasonable disturbance. This means pets cannot be accepted when they cause personal injury or property damage; make noise continuously; are not leashed in common areas; relieve themselves on walls or floors of common areas or spray on neighbor's doors; pets that exhibit aggressive behavior; pets who are not clean; and pets who may be parasite infested.
- 11) Vacationing owners must hire a reliable pet sitter and notify the management of the sitter's name, phone number, and the length of the owner's absence. Pets that create a disturbance in the absence of the owner will be required to be removed to a kennel.
- 12) Pet owners shall indemnify the property owners and hold them harmless against any claim, loss or liability including legal fees.
- 13) These rules shall be interpreted according to the best judgment of the property owners and the owners' agents and such interpretations shall be final.

*Suggested regulations provided by the Humane Society of the United States
(www.hsus.org).*

- 5) Lynne Thomas volunteered to serve as Association President. and Gigi Silverberg volunteered to serve as Association Secretary/Treasurer. A majority of the owners approved the election of Mrs. Thomas and Ms. Silverberg into these offices.
- 6) The date of the next meeting of the Condo Owners was set for Thursday, June 19, 2003 at 7:00 PM, location to be determined. Suggestions for the agenda for this meeting included the following:
 - a) Review of the second and possibly third estimates for the repair of the fire escapes; if possible, selection of the lowest bidder and determination of possible dates for repairs to take place.
 - b) Review of estimates for placement of burglar bars on the kitchen windows of each unit (if the cost is reasonable, this may be an option for those who desire more security for that window).
 - c) Brainstorming on and prioritizing of future plans for building improvement.
 - d) Review of available funds.
 - e) Discussion regarding owners in arrears of monthly fees and assessments.

Owners with additional suggestions for next month's agenda should inform Lynne Thomas by phone at (412) 687-7748 before June 12th. A final agenda will be distributed to all owners on that day. Issues brought up for discussion at the meeting itself will be put on the agenda for July unless they require immediate attention (i.e. a fire, a burst pipe). Please be informed that, according to Article II, Clause 2.7 of the by-laws, owners who are more than 45 days delinquent in the payment of any condo fees or assessments at the time of the meeting are NOT entitled to vote. If you are unsure of your financial status with Kefalos, please call their office at (412) 241-7144.