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AMENDED RULES AND REGULATIONS OF
400 SOUTH HIGHLAND AVENUE, A CONDOMINIUM

The terms herein shall have the same meanings as defined in the Declaration of Condominium of the property known as 400 South Highland Avenue, A 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 By-Laws.
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.
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 placed in plastic garbage bags and tightly sealed before placing in the trash rooms.
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. Smoking is not permitted in any of the Units or interior Common Elements of the property known as 400 South Highland Avenue.
17. These Rules and Regulations are adopted pursuant to the Declaration of Condominium and By-Laws and may be enforced in accordance with those documents.
18. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time."
19. Revisions to the outside of the building. Any owner wishing to make a change affecting the outside of the building must first get the approval of the Association's Board of Directors.
20. Limitation of Use of 'For Sale' signs. 'For Sale' signs placed by owners or real estate agencies shall not be permitted on the premises except when a majority of the members of the Homeowners Association approve the placement of such a sign on the premises for a period not to exceed 90 days. The owner of the unit must contact each owner to seek written permission to display the sign. Once the majority vote is secured in writing, the consents should be given to a member of the Board.

21. Fireplaces. If you have a fireplace, it may ONLY be used under the following conditions:
(1) It must be brought up to the City of Pittsburgh Fire Code with proof of Code provided to the Association's management company – NOTE: There are currently only two units (#7 and #8) with fireplaces that meet Code. Use of any other fireplaces in our building creates a fire hazard.
(2) Chimneys meeting the code (#7 and #8) must be inspected biannually and cleaned if indicated after the inspection. The inspection report (and cleaning documentation if recommended in the report) must be submitted to the Association's management company by December 31 every other year.

22. Move-in Fee. The owner of a condo unit must pay a \$50 move-in fee to the Condo Association when a new tenant moves in. This is to cover mailbox nameplates and any possible damage caused during the move-in. The \$50 move-in fee is due by the 10th of the month following move-in for a tenant moving into the building. The Condo Association's late fee policy described above will result in late fees accruing on move-in fees separate from, but the same as condo dues.

23. Condo Reserve. All new owners must deposit three (3) months of condo fees into the Association's reserve account upon acquiring their unit. This does not apply to owners who refinance their mortgage.

24. Hardwood Floors. Whenever an owner wants to install hardwood flooring, tile flooring or any other hard surface flooring, that owner must first install sound-absorbing material under the floor (Accustimat, Durarock, a cork base or their equivalent) in order to mitigate any sound that might be transmitted into another unit.

25. Owner Information.

25.1. Each owner is responsible for maintenance within his or her unit (plumbing, electricity, etc.). Be sure you check your electrical panel/circuit breaker box on a regular basis, as some of the wiring is old. Upon checking, one of the unit owners found their electric panel/circuit breaker box was a fire hazard because the old wires had slowly decayed over time. The panel was replaced. For electrical repairs, many of the Association members use Miller Electric. They can be reached at (412) 487-1044

25.2. Each owner is requested to provide Arnheim and Neely a copy of their unit's key so there is a complete set available in case of an emergency.

25.3. Water, heating and sewage fees are paid by the monthly condo fees. The largest component of our condo fees is the cost of our building's gas.

- 25.4. Monthly condo fees for units with gas ovens/ranges (units B1, B2, 3 & 7) are increased by \$10 to cover the gas used by those units.
- 25.5. Each owner is responsible for mailing (or arranging for electronic payment of) their condo fee to Arnheim and Neely (check made out to 400 S. Highland Avenue Association) on the first of the month. Late fees apply when condo fees are not received by the 10th of the month. A fee of \$20 is charged if the condo fee is received after the 10th of the month and increased to a late fee of \$50 if the fee is more than 60 days late (these fees apply for each month with late payment).

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. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking passenger vehicles. No buses, trucks, trailers, boats; recreational or commercial vehicles shall be parked in the parking areas or in driveways except in those areas, if any, designated specifically for such parking by the Executive Board. All vehicles must have current license plates and be in operating condition. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached.
5. 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.

6. Electric powered or natural gas/bio-fuel cars. Because of the probability that electrically powered vehicles as well as vehicles that operate on compressed natural gas or bio-fuels will be marketed in the United States by 2010, this Board has decided to adopt the within Resolution to proactively address how foreseeable accommodations will be handled at this Association.

This Association will not provide any unit owner/resident with access to the Association's electrical power to fuel/re-charge any privately owned electrically powered vehicle. If/when a resident or unit owner purchases an electrically powered vehicle, that resident/unit owner must make appropriate arrangements with the Association Board to have electricity brought to the owners parking space and the cost of that wiring installation and power usage must be paid entirely by the benefitting resident or unit owner. Moreover, it is possible that there may not be sufficient house power for such additional electrical draw. Again, the benefitting unit owner/resident would be responsible for paying all costs of bringing ample house power to their parking space. The Association Board will require a professionally prepared drawing containing all relevant electrical demand estimates before the Board reviews or approves such requests. All such requests must be in writing and Board approval, if granted, must also be in writing because of the impact such work might have on common element property. Additionally, the Board will not permit the storage of any compressed natural gas or bio-fuels anywhere on or within the Association's property.

C. PETS

1(a). 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.

1(b). Units occupied by a renter may not have a pet, with the exception of occupants of Units occupied by a renter with pets as of April 1, 2013. An occupant of a Unit occupied by a renter owning a pet as of April 1, 2013 can continue to have such pet or another pet for so long as such person is an occupant of such Rental Unit. A subsequent occupant of such Rental Unit shall not be permitted to have a pet.

2. Each pet must be registered and inoculated as required by law and registered with the Association office.

3. Pet owners are personally responsible for any personal injuries or property damage caused by their pets. 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, invitees', etc.) pet.

4. Pets must be leashed. Leashes may not exceed six (6') feet in length.
5. Owners of pets walked on the Common Elements must promptly clean up their pets' droppings.
6. The Association may require the permanent removal of any pet violating these rules upon written notice to the Unit Owner.

D. LEASING

1. Limitation on non-owner occupied units:
 - 1a. Whenever the percent of condo units that are occupied by owners is less than 70% (10 out of 14 units), then new owners are not permitted to rent their unit to others.
 - 1b. Exception #1 – a grandfather clause for those owners renting to others as of October 2004; and
 - 1c. Exception #2 – if a majority of the Association's Board members agree to waive this new requirement in a particular case for good cause, as determined by a majority of the Board.

E. Violations of the Rules and Regulations

1. Procedure for addressing violations of the Rules and Regulations of 400 South Highland Avenue Condominium Association
 - 1a. Definitions: Violator – The term "violator" contained herein shall be construed to mean the Unit Owner of the unit in which the violation occurred. Each Unit Owner is solely responsible for the actions of his lessees, subleetees, occupants, agents, employees and invitees in their individual units as well as the Common Elements. (Pursuant to Article VI, Paragraph 6.1 of the DECLARATION OF CONDOMINIUM.)
 - 1b. Procedure: All violations shall be reported to a member of the Executive Board, whereupon the Executive Board shall determine whether there is in fact a violation. In the instance that the Executive Board determines that a violation has not occurred, the complaint shall be dismissed. In the instance that the Executive Board determines that a violation has occurred, the violator shall receive notice in the form of a warning. If the violation persists, the violator shall receive a second notice and a fine assessed at \$ 250. A third and final notice shall be sent, assessing a second fine of \$250. In the event these fines are

not paid by the due dates set forth in the respective notices of violation, a civil suit shall be filed against the violator to enforce payment. If necessary, criminal action may be taken as well. This action includes, but is not limited to, seeking to enjoin the violator from continuing to violate the By-Laws and Rules and Regulations of 400 SOUTH HIGHLAND AVENUE CONDOMINIUM ASSOCIATION. Additionally, all attorney's fees and court costs associated with the violation and procedures described herein shall be paid by the violator. (Pursuant to Article VI, Paragraph 6.1 of the DECLARATION OF CONDOMINIUM.)

IN WITNESS WHEREOF, these Amended Rules and Regulations have been adopted this 20th day of December, 2016.

400 SOUTH HIGHLAND AVENUE CONDOMINIUM ASSOCIATION

By: Melie Pichely, President

Jan G. Jant
subscribing witness

ACKNOWLEDGEMENT BY ATTORNEY AT LAW

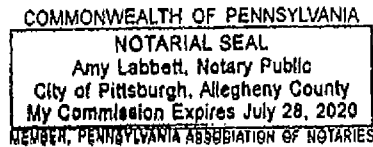
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

On this 7th day of March, 2017, before me, Amy Labbett, the undersigned officer, personally appeared Lawrence E. Gurrera, II, known to me to be a member of the bar of the highest court of said state, Supreme Court ID Number 306738, and a subscribing witness to the *+ Rules & Regs.* within Bylaws and certified that he was personally present when Melvin Pirchesky whose name is subscribed to the within Bylaws executed the same and that Melvin Pirchesky acknowledged that he executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Amy Labbett
Amy Labbett, Notary Public



MAIL TO LAWRENCE E. GURRERA, II
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