

HOUSE RULES

OF

THE DITHRIDGE HOUSE ASSOCIATION

Resolution

Whereas Article IX of the Code of Regulations, as Amended, governing the Dithridge House Association empowers the Board of Directors to “promulgate and adopt Rules and amendments to Rules for the conduct of the Unit Owners, between and among them, and in relation to the property of the Common Elements”

Now it is hereby resolved that these Rules and Regulations and hereby adopted this \_\_\_\_\_ day of \_\_\_\_\_ 1984.

DITHRIDGE HOUSE ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

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ARTICLE I

GENERAL

Section 1. These rules and regulations are part of the Code of Regulations and the enforcement thereof is as provided for in said code.

Section 2. These rules and regulations apply to the unit owner, a lessee, all residents of the unit, employees of the residents, guests and all persons in or on the property with the permission or consent of the unit owner.

Section 3. The primary and ultimate responsibility for compliance with these rules and regulations is that of the unit owner notwithstanding any agreements, oral or written, with third persons.

ARTICLE II

DEFINITIONS

For purposes of these rules only, the following definitions will apply:

Association – The Dithridge House Association, a non-profit corporation.

Automobile – a passenger vehicle capable of being licensed under the provisions of the Pennsylvania Motor Vehicle Code, but not to include vans of any size, kind or type; or trucks of any size, kind or type; or motorized bikes or motorcycles of any size, kind or type.

Common Areas – all areas of the condominium property except the living area within a unit, and storage locker of a unit resident.

Family member – only mother, father, children, son- or daughter-in-law, grandchildren, mother-in-law, father-in-law, grandparents or siblings.

Guest – an invitee of resident or owner.

Manager – a person or other entity conducting the affairs of the Condominium and Association having been designated by and subject to direction and supervision of the Board of Directors.

Property – the Condominium building inside and outside and surrounding abutting real estate owned by the Condominium Association.

Unit – a residential unit in the Condominium building.

Resident Unit Owner – an owner of a unit actually living in the unit but shall not include any person in any manner connected or associated with a non-living entity which owns a unit.

Unit Owner – the owner of a unit as the same appears in the Recorder of Deeds Office in and for Allegheny County, Pennsylvania.

Unit Resident – any person(s) occupying a unit with the consent, oral or written, of the unit owner.

ARTICLE III

EXTERIOR OF BUILDING

Section 1. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit resident on any part of the outside of the walls and doors of the building or the inside walls and doors of the Common Area of the building or the outside of the door to a unit except for the name of the unit resident, which shall not exceed 1" x 3".

Section 2. No awnings or other projections shall be attached to the outside walls or balconies (except as hereinafter provided) or on the roof of the building.

Section 3. No blinds, shades or draperies or any other window covering shall be attached to or hung in, or used in connection with any exterior window or door of a unit unless the exterior color of the material is white or off-white.

Section 4. Nothing shall be permitted to hang, fall, be thrown or shaken from any door, window of the building or unit, or balcony of the unit.

Section 5. No painting of any exterior surfaces of the building by a unit resident is permitted.

Section 6. No unit resident shall in any manner enclose the balcony of a unit or in any manner alter, modify or change the appearance of the outside wall or fence or rail of the balcony, except that the balconies of the apartments located in the 01 stack may be enclosed in accordance with the Code of Regulations, as amended.

Section 7. No item, article, hook, braces of whatsoever kind or nature may be placed on, attached or hung on the ceiling, walls, fence or railing of the balcony; except that lighting fixtures, no more than two, may be attached to the ceiling of the balcony, flush to the ceiling, extending downward, a maximum of six inches, said light fixtures shall not use a bulb greater than 60 watts.

Section 8. Only plants may be hung from the ceiling of walls of the balcony and only on swivel hooks, which hooks must be placed no closer than two feet from the outside edge of the ceiling or wall.

Section 9. Flower boxes may be placed inside the wall of the balconies, but the top thereof must be at least six inches below the top of the wall. In no case shall any holes be drilled in the masonry walls or support brackets placed over the wall. No flower boxes are to be placed on or against any of the metal railings except on the floor of such balcony.

ARTICLE IV

COMMON AREAS

Section 1. The common areas are to be free and unobstructed at all times, and no part thereof shall be for storage of any items of whatsoever kind or nature at any time.

Section 2. No wagons, bicycles, tricycles or any wheeled item capable of accommodating a person, excluding any handicapped person, or sleds of any type are permitted in any of the common areas at any time except when entering or exiting the building which shall be done only through the garage; and under those circumstances, they shall not be ridden. Baby carriages and wheelchairs when in actual use are permitted to be operated in the common areas; all prohibited items are to be kept in the unit resident's storage locker.

Section 3. No children under the age of twelve shall be permitted in or on any part of the common area unless accompanied by a resident unit owner or lessee or an adult guest of a resident unit owner or lessee except when entering or leaving the building.

Section 4. No freezer or refrigerator or other electrical equipment shall be installed in any storage area or common element by a Unit Owner or Tenant without prior Board approval and only upon Resident paying the Association for the electricity so utilized based on current cost of kilowatt hours used.



DRAFT

July 6, 1990

ADD TO ARTICLE IV OF HOUSE RULES

SECTION 5 There shall be no smoking at any time in any of the indoor common areas of the building except in the guest rooms and in the meeting and party rooms during a scheduled and reserved event.

ARTICLE V

RESTRICTION ON DISTRIBUTION OF KEYS AND PROHIBITION OF "OPEN HOUSE"  
AND "GARAGE SALES"

KEYS

Section 1. Only one key will be given to each permanent resident owner or tenant of the condominium except resident children under the age of fifteen.

- a. Keys to resident children over the age of fifteen will be given only upon filing with the Association the name and date of birth of the child and the resident unit number.

Section 2. Only one additional key per resident unit will be given for use by a non-resident, who is an adult person and who resides within a twenty-mile radius of the condominium and only if the resident owner or tenant executes an application form and makes a payment of a deposit of \$5.00, refundable upon return of the key. The Board of Directors may in its discretion permit the issuance of more than one key where special circumstances warrant such action.

Section 3. The extra key is not transferable to a new owner or tenant and must be returned to the Association prior to removal by the resident owner/tenant.

Section 4. No extra key or additional key will be given for use by household workers or other employees of residents.

Section 5. Lost keys.

- a. Non-resident possession of keys issued pursuant to Section (2) hereof:
  - (i) Lost key will not be replaced.
- b. Resident owner/tenant and resident children:

(i) Lost key will be replaced only upon the filing of a statement with the Association setting forth –

- (1) the date, time, and place of the loss being discovered.
- (2) the circumstances surrounding the loss.
- (3) the nature and extent of the search made for the key.
- (4) that the replacement key will not be used by household

help or a non-resident.

(5) that is the lost key is found, the replacement key will be returned to the Association.

(c) There will be a \$10.00 non-refundable charge for the replacement of a lost key except upon return of the lost key.

Section 6. Advertising units “For Sale” or “For Rent” through the Open House method is prohibited.

Section 7. Advertising sale of personalty through “House Sales” or “Garage Sales” is prohibited.

## ARTICLE VI

## MOVING

Section 1. All moving into or out of a unit shall be done only on Mondays through Fridays, excepting holidays, and shall only be between the hours of 8:00 A.M. and 5:00 P.M. except with prior approval of management when a hardship exists.

Section 2. The date and time for moving shall be arranged in advance and fixed by the manager of the property.

Section 3. The unit owner or lessee will provide his or her labor, equipment and material for moving.

Section 4. Moving will be solely through the basement garage area.

Section 5. In using the elevator for moving, the walls of the elevator must be padded and the ceiling plates removed.

Section 6. The resident(s) moving in or out of the building will be liable for any and all damage to persons or to any of the common areas and property, real or personal, caused by or resulting from moving.

Section 7. A \$200 deposit in cash or check, made payable to "Dithridge House Escrow Account," must be made by the persons moving in or out and delivered to the management office prior to the move commencing. Management will inspect the public areas in the presence of the resident moving in or out or his or her designee to determine in advance the condition of the public areas which will be involved in the moving. Any defects are to be recorded on a form provided by Management. The same procedure is to be followed upon completion of the moving. The cost of any damage found by this inspection is to be deducted from the deposit and the balance, if any, is to be returned to the person moving.

If the damage is judged to be in excess of \$200, the resident is to pay such reasonable estimate of these costs at the time.

Section 8. Moving company shall submit a Certificate of Insurance evidencing that it has current Contractor's General Public Liability Insurance in at least \$300,000 combined single limits for Bodily Injury and Property Damage; Worker's Compensation; and automobile liability. Said Certificate shall be provided to Management prior to the move commencing.

ARTICLE VII

PERSONAL PROPERTY

Section 1. No personal property, tools, furniture, equipment of the Association shall be taken, used, or removed without the express written permission of the Association, which permission shall be limited to use within the property of the condominium building, except

- a. Grocery carts, dollies and luggage carrier may be used at any time without written permission but must be returned to the garage immediately after use and are not to be left in the hallways or elevator.
  
- b. Grocery carts, dollies and luggage carrier are for use only within the property of the condominium and under no circumstances are to be used or removed therefrom.

Section 2. Any person, in the use of any personal property of the Association, shall be liable for damage to the same or to persons or property, real or personal, whether used with or without the permission of the Association, and for the value of if not returned.

ARTICLE VIII

WORKERS – DELIVERIES

I. Workers

Section 1. Worker means any person, not a resident, who comes upon the property to perform work or service for a unit resident whether such work or service is for a consideration or gratuitous.

Section 2. All workers together with their material and equipment shall enter and exit the property through the basement garage area, and all their vehicles are to be and remain at the rear of the building.

- a. In using the elevators to transport materials and equipment to and from the unit, the elevator must be padded and the ceiling plates removed.
- b. While working in a unit, neither the worker nor the unit resident shall leave, or have or permit someone to leave or place, any material, equipment, tools, furniture or furnishings in the hallways and common areas.

Section 3. All workers shall upon entry into the building register in a book their name, company name, the unit being visited, the unit owner's or resident's name, the name of helpers and the date and time, and upon exiting, shall indicate the time of leaving.

Section 4. Workers will be permitted in or on the property or unit only as set forth below:

- a. Except for regular household workers, the garage attendant will first call the unit resident upon the arrival of the worker for permission to admit the worker, unless permission has been granted in advance; absent permission, the worker will not be permitted in or on the property or unit.

- b. For regular household workers, the unit resident shall file a letter with the Association that such worker may enter whether or not the unit resident is in the unit. Absent such letter, such worker will not be permitted entry without telephone confirmation.

Section 5. Workers, excepting household and health care persons and caterers, are limited to Mondays through Fridays except holidays between the hours of 8 A.M. and 5 P.M. An exception is made when the work does not involve any noise that can be heard outside the apartment and does not involve moving heavy or bulky equipment through the Common Areas.

## II. Deliveries

Section 1. All deliveries must be made through the garage.

Section 2. No delivery person will be permitted to go upstairs unless the unit owner has authorized that access be given.

Section 3. The Association will accept, on behalf of an absent unit owner, packages, provided that the unit owner has given prior written authorization to the Association to accept said small packages and agreed to hold harmless the Association, its officers, agent and employees against loss or damage.

Section 4. Delivery of bulky or heavy items such as furniture or appliances will only be permitted if there are two or more delivery personnel involved.

## III. Admission of Non-Residents

Section 1. During times that a resident is not in his/her unit, a non-resident will not be permitted entry to the Property under any circumstances, except as the unit owner may direct in writing.



ARTICLE IX

REPAIRS AND ALTERATIONS

Section 1. The following repairs and alterations require the approval of the Board of Directors:

- A. Structural modifications such as moving one or more supporting walls within a unit.
- B. Any alteration that affects a common element.
- C. Any alteration that affects the outside appearance of the building.
- D. Any change requiring a Building or Electrical or Plumbing Permit.

Section 2. Any repairs, modification of, or additions to the mechanical systems, i.e., plumbing, wiring, heating, air-conditioning, etc., must be approved by the Management and be performed by a licensed craftsman where such licensing is required by law.

Section 3. Contractors and workers and the residents hiring them shall be responsible jointly and severally for any damage done to the common elements or to other units and for cleaning up any dirt or debris generated. If it becomes necessary for building personnel to clean up debris or repair damage, the unit owner will be assessed the cost thereof.

Section 4. No waste, paint or building materials shall be disposed of through sinks, laundry tubs, or toilets.

Section 5. Unit residents shall notify the manager if contractors and other temporary workers will be performing services in the unit. Said notice shall set forth the anticipated date(s) and time such workers will be performing services in the unit.

Section 6. Unit residents must instruct contractors and other workers of the House Rules herein applicable to them.

Section 7. Contractor shall submit a Certificate of Insurance evidencing that it has current Contractor's General Public Liability Insurance in at least \$300,000 combined single limits for Bodily Injury and Property Damage; Worker's Compensation; and automobile liability. Said Certificate shall be provided to management prior to the work commencing. In the absence of said Certificate of Insurance, the Unit Owner shall be liable for any and all damage to person or to property arising out of the act of omission of the Contractor.

ARTICLE X

GARAGE AND PARKING

A. Inside Garage

Section 1. The garage shall be for the exclusive use of a resident unit owner or a lessee and shall be used exclusively for the parking of an automobile.

Section 2. Each resident unit owner or a lessee shall be entitled to only one non-exclusive parking space for one automobile.

Section 3. No one shall be permitted to rebuild or repair any automobile in the garage.

Section 4. Only one additional non-exclusive parking space in the garage may be assigned by the Association as such space becomes available. The assignment shall be made in order of date of request therefor made by a resident unit owner or lessee. The Association may fill any unassigned spaces on a temporary basis.

Section 5. Neither the single parking space to which a resident unit owner or lessee is entitled or any additional parking space may be sold, assigned, transferred, leased, loaned, etc., by a resident unit owner or lessee to any person, at any time, or for any period of time during which said space is not being used by the resident unit owner or lessee entitled thereto.

Section 6. If a resident unit owner or lessee does not have an automobile, such space shall be deemed "available additional space" which may be assigned by the Association to another resident unit owner provided that the normal parking fee is paid to the account of the regular unit owner; however, if the resident unit owner or lessee acquires an automobile, then if such space has been assigned to another resident unit owner, such resident unit owner's use of such additional space will immediately terminate.

Section 7. When a resident unit owner is assigned an additional space and while still a resident ceases to use the same by reason of not having an automobile, then such space may be assigned to another resident unit owner.

Section 8. Each automobile having use of a space in the garage shall be identified by a tag provided by the Association, which may be changed from time to time. The tag shall be placed on the back of the inside rearview mirror.

Section 9. The identifying tag shall be issued only by the Association and is not transferable; in the event the automobile bearing the tag is disposed of by the resident unit owner or lessee and replaced by another automobile, upon satisfactory proof thereof, the Association will issue another identifying tag for the replacement vehicle and the previous tag cancelled.

Section 10. Automobiles not bearing the appropriate identifying tag for the use of a parking space will not be permitted in the garage. If a vehicle is already parked in the garage without a current identifying tag and is not removed within twenty-four hours upon written request from the Association, then the Association shall contract with a towing service to have the automobile removed without liability to the owner or user of the automobile. All costs for the removal of such automobile will be charged to and collected from the owner or user of such an automobile.

Section 11. If a resident owner or lessee will be out of the city for a period longer than sixty days, said unit owner or lessee may request the Association to temporarily assign the use of said party's garage privilege to another resident unit owner or lessee, in which event said temporary assignee will pay to the Association for the account of the regular unit owner the normal monthly parking fee. However, the unit owner or lessee who is out of town will be obligated to pay a \$5.00 per month service charge to the Association. This service charge shall expire on December 31, 1984.

Section 12. Automobiles upon entering the garage shall turn right in accordance with the arrows that designate the traffic pattern.

Section 13. All vehicles parked in the Dithridge House garage must be operational and must have a current license and registration, state inspection, and insurance. Failure to conform may necessitate removal of the vehicle at the owner's expense.

#### B. Keys to Automobiles

Section 1. Every resident unit owner or lessee shall give to the Association a set of keys for each automobile having space in the garage. Failure to comply herewith will terminate the privilege of parking in the garage.

#### C. Parking

Section 1. No particular parking space, area, or location in the garage is the property of or for the exclusive use of a resident unit owner or lessee. Nevertheless, the Association, at its sole option and for its own convenience in the handling of cars, may reserve areas for those who require priority service such as physicians or the handicapped.

Section 2. Upon entry into the garage, the automobile shall be turned over to an attendant for parking, and upon request, the attendant shall obtain the automobile, except for those automobiles which are parked in such a space as to permit unobstructed entrance thereto and exit therefrom; this exception does not negate or modify Section C (1) hereof.

#### D. Insurance

Section 1. All automobiles shall be properly insured in accordance with the Pennsylvania Motor Vehicle Code.

#### E. Registration

Section 1. Prior to assignment of space and issuance of an identification tag

permitting parking in the garage, each resident unit owner or lessee must file with the Association the year, make, model, and serial number of the motor vehicle, the name and address of the registered owner and the license number, and the name of any person authorized to drive the car.

#### F. Garage Door Openers

Section 1. “Openers” will be issued only to resident unit owners or lessees who have been assigned a non-exclusive parking space(s) inside the garage upon the deposit of a sum, as specified from time to time by the Board, which sum is refundable, without interest, upon return of the “Opener” to the Association.

Section 2. “Openers” may not be sold, assigned, transferred, loaned, etc., by a resident unit owner or lessee to any person at any time for any reason.

Section 3. If an “Opener” is lost or stolen, it shall be immediately reported to the Association, and a replacement unit shall be purchased at a cost to be established by the Board from time to time.

#### G. Parking – Front Area

Section 1. The front area of the premises is for parking by guest of the unit residences.

Section 2. Guest as herein used means persons visiting a unit resident for a period not exceeding forty-eight hours. This period may be extended by prior arrangement with management. Parking by non-residents while away from the building when not visiting a resident is prohibited.

Section 3. Unit residents may park in the front area only on an “in and out” basis for periods not exceeding one hour. “In and out” parking is permitted only on weekdays and on non-holidays between the hours of 8 A.M. and 5 P.M.

#### H. Ticketing or Towing of Illegally Parked Vehicles

Section 1. Motor vehicles that are parked in violation of these rules may be ticketed by the city of Pittsburgh police or towed from the property by a private towing company at the vehicle owner's or operator's expense.

ARTICLE XI

MAIL

Section 1. A unit resident who will be away for a period of time and wishes to have his or her mail delivery continued shall notify the Association in writing on an approved liability release form when he/she is leaving and returning; during the unit resident's absence, the mail will be collected and locked in the Association office for pick-up by the resident upon his/her return.

Section 2. If the unit resident continues to have the mail delivered during his/her absence but wishes to have the mail delivered to his/her unit upon the day of his/her return, the unit resident shall sign a form prepared by the Association authorizing the Association to deliver the accumulated mail to the unit. In making this arrangement, the resident agrees to hold the Association harmless in case of loss.

Section 3. A unit resident's mail will not be given to a person not living in the unit owner's household unless permission for such person to collect mail is given in writing.



ARTICLE XII  
RECREATION AREAS

A. Swimming Pool

Section 1. The use of the swimming pool is limited to unit residents of the property and their guests who must be accompanied at all times by the resident.

Section 2. The swimming pool will be open for use only between such hours as the board may establish from time to time.

Section 3. Anyone using the pool does so at his or her own risk.

Section 4. Children under the age of 12 must be accompanied by an adult.

Section 5. All persons using the swimming pool must comply with the following:

- a. Before entering the pool, all persons must shower.
- b. No diving or jumping into the pool is permitted, nor running or playing in the pool area.
- c. No food or beverages are permitted in the pool or pool area.
- d. No pets of any kind are to be taken into the pool area at any time.
- e. Upon leaving the pool and before entering the common areas, all persons, if not fully dressed, must be dry and wearing a robe and footwear,
- f. No one may walk along the restricted narrow ledge.
- g. Such additional rules as the Board may adopt and post from time to time.

Section 6. There shall be no pool parties at any time.

## B. Exercise Rooms

Section 1. The exercise rooms will be open for use only between such hours as the Board may establish from time to time.

Section 2. All children under age twelve and guests must be accompanied by an adult male resident.

## C. Patio Area

Section 1. No chairs, tables, furniture, fixtures, or equipment are to be removed from the patio.

Section 2. No pets of any kind are to be taken onto the patio at any time.

Section 3. No persons using the patio in a bathing suit shall enter the common areas without a robe and footwear.

Section 4. No grills or barbecues shall be permitted on the deck.

Section 5. No breakable or hazardous articles shall be taken onto the patio.

D. Any signs setting forth the instructions and directions for the uses of the equipment in "A," "B" and "C" or the conduct of persons using such areas, that shall be posted or changed from time to time, are deemed to be part of these House Rules as though fully set forth herein.

ARTICLE XIII

GUEST ROOMS AND PARTY ROOM

Section 1. The guest rooms are only for the use by a guest of a resident unit owner or lessee whose name and address are to be registered with the Association at the time reservation is made therefor.

Section 2. The party room is only for the use of a resident unit owner or lessee and their guests.

Section 3. There will be a per diem fee for the use of the guest rooms and the party room in such amount as fixed from time to time by the Board of Directors.

Section 4. The resident unit owner reserving a guest room or the party room is liable for the payment of the per diem fee, telephone charges and all other charges incident to the use thereof, including damage, if any.

Section 5. Guest rooms and the party room can only be used upon reservation being made therefor.

Section 6. Reservations will not be made more than sixty days prior to the requested date.

Section 7. Reservations once made will require payment for a one-night charge therefor unless cancelled no less than two days prior to the reserved date unless reassigned to others.

Section 8. The unit resident using the party room is responsible for the cleaning out of debris and removing personal property immediately after use.

Section 9. No furniture, furnishings, fixtures or equipment are to be removed from the guest rooms or the party room.

Section 10. Guest rooms must be vacated by 1 P.M. or an additional day's room fee will be charged.

ARTICLE XV

COMPLAINTS – SUGGESTIONS

Section 1. All complaints and suggestions are to be made to the manager in writing.

Section 2. The manager shall investigate all complaints and examine all suggestions.

Section 3. The manager shall prepare a report of each complaint and suggestion together with its recommendation relative thereto and submit the same to the Board of Directors together with a copy to the person(s) making the complaint or suggestion.

A. The Board of Directors shall consider each complaint or suggestion submitted as aforesaid, and the manager shall notify the person(s) making the complaint or suggestion in writing of the action of the Board relative thereto.

B. In the event the person making the complaint or suggestion is not satisfied with the disposition made by the board, such person may bring the matter before the unit owners at their regular meeting(s) or a special meeting.

Section 4. Any complaints or suggestions made except in compliance with this Article will not be considered.

ARTICLE XVI

LAUNDRY ROOM AND TRASH DISPOSAL

The Association shall place signs in the laundry and trash disposal room setting forth instructions and directions for the use of the equipment and the disposal of trash; such instructions and directions as they are posted and changed from time to time are deemed to be part of these House Rules as though fully set forth herein.

ARTICLE XVII

KEROSENE HEATER PROHIBITION

The use of kerosene heaters or heaters fueled by fuel oil or any flammable oil substance is prohibited. Storage of kerosene and similar fuels in either units or common elements is also prohibited.

ARTICLE XVIII  
RESPONSIBILITY

Section 1. The unit resident will be responsible for all family members, employees and/or guests complying with the Code of Regulations and the House Rules while on the Property.

Section 2. The unit resident permitting a family member, employee or guest to come upon the Property, whether in compliance with or in violation of the House Rules, will be liable for any damage to persons or to the Common Area and property, real or personal, caused by or resulting from their being within and on the Property and for any injury or damage to the person or property of the family member, employee and/or guest.

Section 3. In the event of any claim or action brought against the Association, its officers, directors or employees or managing agent by reason of injury and damage to persons or property, caused by or resulting from any conduct, negligent or willful or intentional, of a unit resident, employee or a family member and/or guest of a unit resident, the unit resident will defend against such claim or action at his/her own expense and pay all damages, if any, and indemnify and save harmless the Association, its officers, directors or employees and managing agent.

ARTICLE XIV  
MEETING ROOM

Section 1. The meeting room is to be used only as follows:

- A. Meetings of the Association. Persons who are not members of the Association may not attend except for the managing agent or its representatives or such person as invited by the Board.
- B. Rentals for parties when approved by the Association.
- C. Card games of no more than two tables and Association approved activities are permitted.
- D. Lounge and library purposes for residents except when functions A and B are scheduled.
- E. There shall be no smoking or serving of refreshments unless the room is reserved in conjunction with the party room.

JANUARY 13, 1992



ARTICLE XVIII

ACCESS TO VACANT UNITS AND OWNERS' RESPONSIBILITIES DURING ABSENCES

Section 1. This Article is in part a codification of the Vacation Services offered by DH Staff as set forth in the Quick Reference Manual and the situational need for DH staff to gain access to vacant units and/or units where the owner or tenant is absent.

Section 2. DH Staff may access any unit that is vacant or where the owner or tenant is absent for the purpose of assuring that the vacant unit is properly heated, and that water is properly dripping if/when needed during the cold weather months, and for any other purpose regarding the safety of the unit and Dithridge House.

Section 3. Owners and tenants who will be away from their units for more than 3 consecutive days *shall* notify the DH office of same by completing and submitting the DH Vacation Form to the Office.

Section 4. Owners and tenants *shall at all times during cold weather months* heat their units to a minimum temperature of 65 degrees, and drip water when directed by DH personnel (signs posted in the elevators and elsewhere).

Section 5. Nothing in this Article is intended to relieve Unit Owners of their responsibilities for damage caused by their negligent acts or omissions to the Common Elements and/or to units owned by others, pursuant to Paragraph 16 of the Declaration of Condominium Ownership, or under Article XVIII of the House Rules.

MAY 1, 2024

ARTICLE XX  
ENFORCEMENT

Section 1. For any violation or breach of the Declaration of Condominium, Bylaws or House Rules except for the payment of assessments as hereinabove set forth, and except for ‘Minor Infractions’, the enforcement procedure shall be as follows:

- a. When any alleged violation, default or breach by a unit owner, lessee or other resident occupant is brought to the attention of the Board of directors in any manner, the Board shall forthwith notify the unit owner in writing of the violation, default, or breach.
- b. The notice provided for in (a) hereinabove shall, as specific as the circumstances permit, contain (1) the dates and times of the violation, default, or breach, (2) a general statement of the circumstances surrounding the same, and (3) setting a date, time, and place for a hearing before the Board of Directors to inquire into the alleged violation, default or breach.
- c. At the hearing the unit owner may be represented by counsel and present evidence relative to violation, default, or breach; the Board may but need not present any evidence except the notification of the alleged violation, default, or breach; a record of the hearing shall be made.
- d. The hearing, if notice has been given as herein provided, will be conducted whether or not the unit owner chooses to appear.
- e. After the hearing, but no later than (30) days thereafter, the Board shall render a decision which may be a dismissal of the alleged violation, default, or breach or that the same has been established in whole or in part.
- f. The Board shall within ten (10) days of its decision send a copy of the hearing testimony together with its decision to the alleged defaulting unit owner. Any failure

by the Board to abide by the times designated herein shall not invalidate the outcome of the hearing or the sanction imposed.

- g. If the Board's decision is that there was a violation, default, or breach, then the Board shall also notify the unit owner to cure or remedy the violation, default, or breach by a date certain set forth in the notice of the decision.
- h. In the event the unit owner fails to cure or remedy the violation, default or breach, the Board may proceed to enforcement by such legal and equitable remedies available in which event, if successful, the unit owner shall be liable for attorneys' fees as fixed by the court and all costs of the proceedings.
- i. Sanctions may be imposed by the Board following notice by hand delivery or by first class mail. The notice will define the specific infraction, the penalty, and the date of the hearing, at which hearing the unit owner or his/her representative will have the opportunity to be heard. Sanctions may be imposed by the Board as follows:
  - 1) Suspension of the violator's right to use the Common Elements for a set time or until the violation has been cured;
  - 2) Suspension of the violator's right to vote during the time the violation continues or until the violation has been cured;
  - 3) Imposition of a daily monetary fine in an amount to be determined by the Board but not less than \$50 against the violator, or
  - 4) If the violation was one which caused damage to the Common Elements, a fine equal to the cost of restoring the damaged Common Elements to a condition similar to its condition before the violation occurred. The Board shall at all times have the discretion to reduce the amount of the fines listed above to any amount deemed appropriate.

- 5) Results: All writing required under this procedure shall be kept in the Board's records. Mailing by first class postage prepaid to the last known address of the alleged violator of any notices required under this procedure shall be deemed to be the giving of notices.

## Section 2. Minor Infractions

For the purpose of enforcement, the Board shall determine and publish a list of infractions that it considers to be 'minor' (e.g., extended parking in the front parking lot, deliveries and/or removal of goods through the lobby; walking dogs through the lobby, etc.).

- a. Where said minor infraction occurs, the unit owner, lessee or other resident occupant involved shall be given a written warning; an additional infraction will result in the issuance of a second written warning.
- b. If, following 2 warnings, the infraction(s) continues or is repeated, the Board or a Committee duly appointed by the Board *without further notice or hearing* may impose Sanctions as defined in Section 1.(i), above.
- c. Notice of any sanction imposed shall be promptly sent by hand delivery or first-class mail to the unit owner, lessee or other resident occupant involved.
- d. The unit owner, lessee or other resident occupant may, within 20 days, appeal the imposed sanction. Upon notice of appeal, the Board or Committee shall promptly schedule a Hearing. The determination made by the Board or Committee at the Hearing shall be binding.

Section 3. All rights and remedies available to the Board under the Declaration of Condominium, Bylaws and House Rules are cumulative and non-exclusive and shall be in addition any and all rights and remedies at law or in equity.

MAY 1, 2024