

REVISED RULES AND REGULATIONS

OF

MOREWOOD POINT COMMUNITY ASSOCIATION

Reviewed 4/27/99

EIGHTH WARD

CITY OF PITTSBURGH



REVISED RULES AND REGULATIONS
MOREWOOD POINT COMMUNITY ASSOCIATION

ARTICLE I - ADOPTION:

Section 1.01: On this the 31st day of August, 1988, as authorized under the Declaration of Covenants , Conditions & Restrictions of the Morewood Point Community Association and under the By-Laws of the Morewood Point Community Association, The Board of Directors of the Morewood Point Community Association hereby adopts the following as the Rules and Regulations of the Morewood Point Community Association.

ARTICLE II - DEFINITIONS:

Section 2.01: Terms not otherwise defined herein shall have the meanings specified or used in the Declaration or By-Laws.

Section 2.02: "Community Association" or "Association" shall mean and refer to The Morewood Point Community Association, The Unit Owner's Association of the Community, its successors and assigns, and each and every Owner shall be a member of the Community Association and subject to its By-Laws, Rules and Regulations.

Section 2.03: "Community" shall mean and refer to the Community known as Morewood Point, Pittsburgh, PA, being subdivided and known as the Morewood Heights Plan of Lots, Phase One and Two.

Section 2.04: "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 2.05: "Member" shall mean the Owner or Co-Owner of a Dwelling Unit or Lot in the Community.

Section 2.06: "Rules and Regulations" shall mean and refer to this document, as the same may be amended from time to time.

Section 2.07: "Tenant" shall mean signatory of a lease, not less than one year in duration, with an Owner for the renting of a Unit or Lot of the Community.

ARTICLE III - APPLICABILITY:

Section 3.01: Applicability: These Rules and Regulations shall be applicable to the Morewood Point Community Association, to the Community Areas owned by the Community Association, to the Common Areas which are now or may hereafter be created, to all exterior spaces of the Community, and to all Community Associations within the Morewood Point Community hereafter organized to own and/or maintain certain facilities within the legal boundaries of such Community Association. All present and future Owners and Tenants, their guests, licensees, servants, agents, employees and any other person or persons that shall be permitted to use the Facilities of the Community Association from time to time to govern the conduct of its members and tenants. Ownership, rental or occupancy of any Unit or lot in the Community shall be conclusively deemed to mean that said Owner, Tenant or Occupant has accepted and ratified this Declaration, By-Laws, Rules and Regulations of the Community Association and will comply with them.

ARTICLE IV - RULES:

Section 4.01:

- (a) No Owner, Tenant or Occupant of a Unit or Lot shall undertake any change, modification or alteration in the exterior of any Unit or Lot without the written approval of all Unit or Lot Owners;
- (b) No Owner, Tenant or Occupant of any Unit or Lot shall keep or store any item, material, structure, sign, garbage container, chair, table or decoration in the front of their home;
- (c) No Owner, Tenant or Occupant shall change, modify or amend any electrical outlet in the exterior of any nit or Lot to include anything but a white electrical light bulb.
- (d) No Owner, Tenant or Occupant shall keep or store any garbage container, garbage bag, refuse or other material on the exterior of any Unit or Lot or on the Common Areas of the Community. All refuse and garbage is to be stored either in the interior of each Unit or in the exterior of each Unit in a manner approved by the Board of Directors.
- (e) No Owner, Tenant or Occupant shall place any refuse or garbage outside on the curb before 7 p.m. of the evening before the regular collection by the City of Pittsburgh Refuse Department.
- (f) No Owner, Tenant or Occupant shall store or maintain any item, material, structure, sign, garbage container, chair, table or decoration on any Common Area or Limited Common Area of the Community unless approved by the Board of Directors. The rear exterior areas of each home shall not be used for storage of any items or materials.
- (g) No Owner, Tenant or Occupant, their guests or licensees, shall use, in any manner, any portion of the Common Areas or Limited Common Areas without restoring the Common Area or Limited Common Area to the condition that existed before said use.
- (h) No Owner, Tenant or Occupant shall maintain any landscaping not approved by the Board of Directors. Annual plants planted by the Owner shall be displayed in pots or other porch containers so that maintenance is easier and less costly for the Association. Approved vegetables may only be grown as container gardens on the rear yards. Owners are individually responsible for weeding or trimming any approved flowers that they have added. Owners must remove all annual plantings each year before the first frost. A list of approved flowers and plantings shall be available from the Architectural Review Committee.
- (i) No owner, Tenant or Occupant shall install, maintain or use any mailbox placed on the property other than the mailboxes provided or approved by the Association.
- (j) No Owner, Tenant or Occupant shall keep, at any time, any pet on any exterior portion of a Unit or Lot, or on the Common Area or Limited Common Area of the Community.
- (k) No Owner, Tenant or Occupant shall allow the use of their Unit or Lot to any way infringe upon the right of any other Owner, Tenant or Occupant of another Unit or Lot in the Association. No Owner, Tenant or Occupant shall allow the use of their Unit or Lot in any way to produce above-normal levels of sounds or noise.
- (l) No Owner, Tenant or Occupant shall allow their motor vehicle to be parked on the Community Streets. Guests may park their cars on the Community Streets only from 8 a.m. to 12 p.m.

(m) No Owner, Tenant or Occupant shall place anything in or on, or projected from the doors (other than interior doors entirely within a Unit), windows or window sills, nor shall any Owner, Tenant or Occupant hang or expose any clothes, sheets, blankets or other articles on or from any part of the Exterior;

(n) No Owner, Tenant or Occupant shall install any interior blinds, shades, screens, decorative panels, window or door coverings attached to or hung, or used in connection with any window or door in a Unit, unless said item is on an approved list of items enacted by the Board of Directors or the Architectural Review Committee.

Approved list of window treatments:

Window and door coverings in dwelling units may be of any type, but must show only white on the exterior of the building. (added 4/14/97)

(o) No Owner, Tenant or Occupant shall repair or disassemble any motor vehicle on the exterior of any Unit or on the Common Elements of the Community without the prior written permission of the Board of Directors;

(p) No Owner, Tenant or Occupant shall install a radio, television or satellite aerial, or install a window air-conditioning unit, without the prior written approval of all Owners and the Board of Directors;

(q) No Owner, Tenant or Occupant shall place, exhibit, display, inscribe, paint or affix any sign, advertisement, notice or other lettering in, on or upon any part of the Community Property or the exterior of any unit, including all visible doors, windows and lawns without the prior written consent by the Board of Directors or the Architectural Review Committee.

(r) *No Owner, Tenant or Occupant who owns a dog, cat or other animal shall permit it to scratch, dig or defacate upon any lawn or tree, shrub, plant or building, or permit it to create offensive odors, excessive noise or unsanitary conditions. Where the person in charge of the animal immediately removes all feces deposited by the animal, and disposes of the same in a sanitary manner, and thoroughly repairs any damage done by the animal, there shall be no violation. (added 3/98)*

ARTICLE V - LEASES:

SECTION 5.01: No Owner shall be permitted to lease his dwelling Unit unless:

- (a) The Lease Agreement shall be in writing and the Lease Agreement items approved by the Board of Directors;
- (b) The Lease Agreement shall be of a term no less than One (1) year;
- (c) The Lease Agreement shall be for the entire Dwelling Unit;
- (d) No more than one Lease Agreement may be in effect at any one time for any Dwelling Unit;
- (e) Only those Tenants named in the Lease Agreement may take possession of a Dwelling Unit;
- (f) No more than three (3) adults, over the age of eighteen (18), including the Owner, may be Tenants under the terms of the Lease Agreement;
- (g) No more than three rooms in the Dwelling Unit may be used as a bedroom during the term of the Lease Agreement;
- (h) The Lease Agreement shall contain a provision that the Lease Agreement and the Tenant are bound by the terms and conditions of the By-Laws, the Declaration of Covenants, Conditions and Restrictions, and the Rules and Regulations of the Morewood Point Community Association, and that the failure by the Tenant to comply with the terms of these Community Association documents would be a default under the lease.
- (i) The Lease Agreement shall contain a provision that the Community Association shall have a right to take legal action against the Tenant and Owner of a Dwelling Unit in the event that the Tenant is in default under the Lease Agreement because of a failure by the Tenant to comply with the terms of the Community Association documents.
- (j) At least three (3) days prior to the execution of a lease by an Owner of a Lease of a Dwelling Unit, the Owner shall submit to the Community Association a certificate signed by his lessee that certifies that such lessee has received copies of all Community Documents.
- (k) Within five (5) days after the execution of a Lease Agreement by an Owner for such Dwelling Unit, the Owner shall submit a copy of the executed lease to the Community Association.

Must be included

ARTICLE VI - ENFORCEMENT:

SECTION 6.01: The President, subject to an appeal to the Board of Directors, shall be charged with the enforcement of the Rules and Regulations, By-Laws and Declaration of the Association.

SECTION 6.02: The President shall notify, in writing, any Owner, Tenant or Occupant of his/her/their violation of the Rules and Regulations, By-Laws or Declaration of the Association. The Owner, Tenant or Occupant shall have 5 days to cure such violation.

ARTICLE VII - PENALTIES:

SECTION 7.01: The President may issue the following penalties upon the non-curing of any violation of a Rule or Regulation of the Association:

(a) Remove or correct, at the violator's expense, any change, modification or alteration of the exterior of any Unit or Lot that violates Section 4.01(a) of the Rules and Regulations of the Association;

(b) Remove or correct, at the violator's expense, any item, material, structure, sign, garbage container, chair table or decoration that violates Section 4.01(b) of the Rules and Regulations of the Association;

(c) Remove or correct, at the violator's expense, any change, modification or amendment to any electrical outlet as specified in Section 4.01(c) of the Rules and Regulations of the Association;

(d) Remove or correct, at the violator's expense, any garbage container, container, garbage bag, refuse or other material that violates Section 4.01(d) of the Rules and Regulations of the Association;

(e) Remove or correct, at the violator's expense, any item, material, structure, sign, garbage container, container, chair, table, or decoration that violates Section 4.01(c) of the Rules and Regulations of the Association;

(f) Remove or correct any violation of Section 4.01(f) of the Rules and Regulations of the Association;

(g) Remove or correct, at the violator's expense, any use of a Common Area or Limited Common Area that violates Section 4.01(g) of the Rules and Regulations of the Association; with the additional provision that the President may ban the use of a Limited Common Area or Common Area for any Owner, Tenant or Occupant for their, or their licensees or guests, violations of Section 4.01(g) of the Rules and Regulations of the Association for a period, at the President's determination, of up to one year from the date of the violation; (for the purpose of this Section, the acts of any licensees or guests shall be held to be the acts of any Owner, tenant or Occupant of this Association.)

(h) Remove or correct, at the violator's expense, any violation of Section 4.01(h) of the Rules and Regulations of the Association;

(i) Remove or correct, at the violator's expense, any violation of Section 4.01(i) of the Rules and Regulations of the Association;

(j) Remove or correct, at the violator's expense, any violation of Section 4.01(j) of the Rules and Regulations of the Association;

(k) Remove or correct, at the violator's expense, any violation of Section 4.01(k) of the Rules and Regulations of the Association;

(l) Remove or correct, at the violator's expense, any violation of Section 4.01(l) of the Rules and Regulations of the Association;

(m) Remove or correct, at the violator's expense, any violation of Section 4.01(m) of the Rules and Regulations of the Association;

(n) Remove or correct, at the violator's expense, any violation of Section 4.01(n) of the Rules and Regulations of the Association;

(o) Remove or correct, at the violator's expense, any violation of Section 4.01(o) of the Rules and Regulations of the Association;

(p) Remove or correct, at the violator's expense, any violation of Section 4.01(p) of the Rules and Regulations of the Association;

(q) Remove or correct, at the violator's expense, any violation of Section 4.01(q) of the Rules and Regulations of the Association;

(r) Remove or correct, at the Owner or Tenant's expense, any violation of 4.01(r) or Section 5 of the Rules and Regulations of the Association.

SECTION 7.02: The President, upon the refusal of any violator to pay the expense incurred under Section 6.01 of any curing of any violation of the Rules and Regulations of the Association, may do the following on behalf of the Association:

(a) Bar any utilities for the Owner, Tenant or Occupant;

(b) Bar any use of any Common Area or Limited Common Area for any Tenant, Owner or Tenant, their Licensees or Guests;

(c) Refuse to issue any papers needed for any closing of a Unit or Lot, or the leasing of a Unit, of the Association until all fines and costs are paid to the Association by a violator.

(d) Fine the Owner, Tenant or Occupant \$25.00 per violation. For each day a violation continues after notice of the decision of the Board of Directors, it shall be considered as a separate assessment. Any fine so levied is to be considered as an assessment against the particular Unit Owner involved, which is due and payable with that Owner's next monthly assessment payment.

ARTICLE I - APPEALS:

SECTION 8.01: Any Owner, Tenant or Occupant may appeal a declaration of violation, issued by the President under the terms of the Rules and Regulations of the Association, by appealing the violation or penalty, in writing, to the Board of Directors within 5 days of the issuance of the violation or penalty by the President. The Board of Directors shall, within 14 days of a receipt of appeal, hold a meeting, attended by a majority of the Board of Directors, the affected Owner, Tenant or Occupant, and any other interested party. At said meeting, a majority of the Board of Directors shall be required to reverse any decision of the President. In cases where the affected Owner, Tenant or Occupant is a member of the Board of Directors, that Owner, Tenant or Occupant shall not have a vote in any matter in which he/she is involved. The decision of the Board of Directors shall be final. However, nothing in this Section shall in any way modify any terms in the By-Laws or Declaration that require the written approval of all Owners of the Association for

any Exterior changes in any Unit or Lot.

Upon a majority vote of the Board of Directors to reverse a decision of the President, the Board of Directors may decide:

- (a) No violation took place;
- (b) A different violation took place;
- (c) A different penalty is required;
- (d) No penalty is required; or
An additional penalty is required.

The decision of the Board of Directors shall be final.

SECTION 8.02: Any Owner of a Unit or Lot may petition, in writing, to the Board of Directors that the Board find that a violation of Section 4.01 has been made, and that the President is unwilling to take any action on said violation. The Board of Directors shall hold a meeting, within 14 days of receipt of said petition, with a majority of the Board attending, as well as any affected Owner, Tenant or Occupant, as well as any other interested party. The Board, upon a majority vote, may find any violation of Section 4.01 of the Rules and Regulations of the Association, and may issue any penalty listed in Section 7.01 or 7.02 of the Rules and Regulations of the Association. A decision issued by the Board of Directors under this Section shall be final.

SECTION 8.03: Nothing in these Rules and Regulations shall be interpreted to limit, modify or change any provision or limitation of the Declaration or By-Laws of the Association.

IN WITNESS WHEREOF, we, the members of the Board of Directors of the Morewood Point Community Association, having adopted these Rules and Regulations, hereby cause our names to be signed on these presence on this 31st day of August, 1988.

Morewood Point Home Owners Assoc.

@ Morewood and Fitzgerald Streets
%Arnheim & Neely Inc., Agents
425 N. Craig St. Pgh. PA 15213

Phone: 412-391-1900

Fax: 412-316-0090

June 25, 2003

To: Morewood Point Homeowners/Residents

From: The Morewood Point Board of Directors

Re: NEW PARKING ID/TAG PROGRAM

As we recently explained, we need to better control the guest-parking situation at Morewood Point. Accordingly, we are issuing two (2) numbered parking tags to each household. If/When you have a guest visiting (up to two) please have them hang a parking ID tag from their rear view mirror when that guest is parking in the guest parking spaces at the center island. If there is a problem with the properly identified parked vehicle, and assuming that the problem is not chronic and recurring and does not pose an immediate danger or inconvenience, Board members will know how to reach you (via the assigned sticker number) before that car is towed.

Remember, **the numbered parking tags are intended for use by your guest(s) only**, and may NOT be used by any resident who wants to park their own vehicle in the guest parking stalls. Also, please keep these parking tags in a safe and handy place since they will not be replaced if lost or stolen. If your guests arrive in more than two (2) vehicles you are encouraged to either make temporary driveway parking arrangements with a neighbor, or direct your guests to park outside the complex on Morewood Ave. It's important that you advise your guests to never park in anyone's driveway without the express permission of that homeowner or resident, never block a driveway, never park in the fire lanes and never park on the grass of any front yard(s).

Any vehicle that is not properly identified (by one of these numbered parking tags hung from the rear view mirror) and parked in the guest parking area, and any vehicle that is illegally parked elsewhere in the Morewood Point community, will be towed at the expense of the vehicle owner plus a fine of \$50 will be imposed against the responsible homeowner for the first offense. The fine will increase in dollar amount with each multiple/recurring offense.

While we regret the need for such stringent enforcement policies, such action is necessary because of on-going parking problems. Please use the enclosed numbered parking tags as described above. If you have any questions, please contact any Board member or call Ed Zehfuss at Arnheim & Neely (412-391-1900). Thank you.

Morewood Annual Meeting - 2/24/03 Ed Z notes

14 unit owners represented in person or by proxy.

Keep the fees the same in 2003 (i.e. use the 2002 charges again in 2003)

The Board will attempt to meet 3 times a year + the annual meeting.

Elected officers:

Pres. - Russ

VP - Lori

Sec. - Lucy

Trea. - John

Phase Representatives"

1- Fitzgerald no rep.

3- Lori

5 - Mary

7 - Rebecca

8 - Troy Krcysiak

Complaints:

Hemingway Street sign needs to be cemented or better secured in place.

Get a no parking sign (with symbol) to control illegal parking on Hemingway St. Install this sign in the area of the 3 visitor parking pad.

Howard Towing does the CVS lot. Are there any alternatives to using Craig's Towing; they do not always show-up when called? Board authorized paying Craig Towing \$100 in advance for future tows.

Unit owners/residents will be reminded again of the parking/towing policy at Morewood Pt. Rebecca, Lucy, Lorie and Russ are all authorized to call Craig's Towing when necessary, but it was suggested that they first attempt to communicate with the vehicle owner or responsible property owner before calling for a tow truck.

→ There will be a \$50 fine imposed by the Association (plus applicable towing charges and storage charges) for each parking violation.

We will seek bids to address the three worst roofs in the community, probably replacing these roofs. The worst roofs appear to be 18, 16 and 14 Hemingway.

Lucy suggested that owners may want to create an apron at their private driveway entrances because the sharp turns sometimes causes vehicles to run onto the grass.

On this 23 day of Feb., 2004, the Board of Directors of this Association adopted the following Resolution to address concerns regarding home inspector reports (or Buyer or Seller service requests to accommodate a sale) involving common element property maintenance, repair or replacement.

Consistent with the governing standards defined by the Association documents and the underlying controlling Statute, this Association Board will decide the priority and timing of if/when when common element repairs, replacements and upgrades will take place at the expense of the Association. The Association Board will not spend Association money to immediately satisfy the demands or expectations of a Seller, potential Buyer or home inspector, but such request(s) will be treated in the same manner and with the same priority that all other like kind service requests are handled. Whenever practical to do so, and without putting the Association at risk, and without altering the style, color or uniformity of the common element property, the Board will consider allowing individual homeowners/sellers to, at their own expense, make modest (usually cosmetic) repairs to some common elements of the property in the immediate area of the home being sold in order to improve/enhance the property's curb appeal or resale value. Such modest repairs must always be first approved by the Board or management, even when the common element repairs are being done at a specific homeowners expense.

Because of the likelihood that common element repair requests will be raised from time to time at this Association (because more and more homebuyers or home sellers use home inspection firms), this Resolution has been adopted with an immediate effective date to establish a standard and uniform procedure to address Buyer, Seller or home inspector expectations regarding maintenance and repair of common element property.

This Resolution is adopted the date shown above, as witnessed the signature of Association President and Assistant Secretary:




