

RULES AND REGULATIONS  
OF  
WINDOM HILL PLACE CONDOMINIUM

A. INTRODUCTION

1. Windom Hill Place Condominium Association ("**Association**"), acting through its Executive Board, has adopted the following Rules and Regulations ("**Regulations**"). These Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his or her family, tenants, servants, employees, contractors, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his or her family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and any manager or management company hired by and acting on behalf of the Association (the "**Managing Agent**").

3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the Building, public halls, balconies, terraces, lobbies, drives, grounds, parking areas and any other appurtenances.

4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Executive Board.

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

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

7. The Executive Board is empowered by the Act, the Declaration, the Bylaws, and these Regulations to take such legal and/or administrative action as may be necessary to ensure that all those subject to the Regulations adhere to the provisions of these Regulations. Because violations either may be unintentional, the result of a misunderstanding, or easily remedied by informal means, an internal administrative enforcement mechanism has been established in Section J of these Regulations. The Regulations will be enforced, without discrimination, for the benefit of all members of our community.

## B. RESTRICTIONS ON USE

1. No Residential Unit shall be used for any purpose except housing, professional activities by the owner permitted by the Bylaws and the related common purposes for which the planned community was designed.

2. There shall be no obstruction of the Common Elements. Nothing shall be stored on the Common Elements without the prior written consent of the Executive Board except as expressly provided herein or in the Bylaws.

3. Nothing shall be done or kept in any of the Common Elements which will increase the rate of insurance for the Condominium or contents thereof applicable for the particular use without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in a Unit or on the Common Elements which will result in the cancellation of insurance on the Building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept in any Residential Unit or storage area. No waste shall be committed on the Common Elements.

4. All garbage and trash must be placed in garbage cans. No garbage cans, containers or bags of any kind shall be placed in common areas.

5. No playing or lounging shall be permitted, nor shall baby carriages, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas of the Condominium or, parking areas, sidewalks or lawns or elsewhere on the Common Elements.

6. Each Unit Owner shall keep his or her Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows or balconies thereof, any dirt or other substance.

7. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the Condominium or which may structurally change the Condominium nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

8. No noxious or offensive activity shall be carried on in the Common Elements, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the Condominium or do or permit anything which will unreasonably interfere with the rights, comforts or convenience of other Unit Owners. All Units Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to unreasonably disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound-producing devices in a Unit between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if such operation shall disturb or annoy other occupants of the Condominium.

9. No "For Sale," "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Condominium or in any Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Declarant and the Board of Directors or the Managing Agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any Posted Mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such Mortgagee, but in no event will any sign be larger than one foot by two feet.

10. No blinds, covers, shades or screens shall be attached to, hung in, or used in connection with any balcony or terrace.

11. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors or masonry of such Unit. The prohibition herein includes without limitation laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other items. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his Unit. A Unit Owner may, however, use a central radio or television antenna or cable facilities provided as a part of his Unit. No clothes line, clothes rack or any other device may be used to hang any items on any balcony, terrace, patio or window nor may such devices be used anywhere on the Common Elements except in such areas as may be specifically designated for such use by the Executive Board. Balconies, terraces and patios shall not be used as storage areas. No balcony, terrace or patio shall be enclosed or covered by a Unit Owner after settlement without the prior consent in writing of the Executive Board.

12. No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his Unit.

13. No alterations externally visible from outside the Condominium shall be made to the balconies, terraces or patios without specific prior written approval by the Executive Board which may be given subject to reasonable conditions.

14. No noise or vibration shall be made or cooking or other odor created, nor shall any work or other thing be done which shall unreasonably disturb, annoy or interfere with the rights, comfort or convenience of other occupants of the Building. All cooking equipment shall be used in such a way to prevent noxious odors from permeating the Building.

15. The exterior portion of windows and exterior balcony, terrace or patio glass doors and windows shall be cleaned by the Unit Owner.

#### C. PET RULES

1. A pet will be defined as a common household pet such as a dog, cat, bird, guinea pig, gerbil, hamster, rabbit or fish. Wild animals, including ferrets, reptiles, birds of prey, and

canine or feline hybrids are not household pets, and may not be raised, bred or kept in any Unit or in the Common Elements. Pets, other than cats and dogs, must have suitable housing, e.g., cages or aquariums.

2. All pet owners must be able to control their pets via leash, pet carrier or cage.
3. Pets will not be permitted to disturb the health, safety, comfort or quiet enjoyment of other owners. A pet will not create a disturbance to neighbors with excessive barking, whining or unruly behavior that creates a nuisance.
4. The pet owner will be responsible for proper care -- good nutrition, grooming, exercise, flea control, routine veterinary care and yearly inoculations.
5. Dogs and cats must wear identification tags when outside unit. All dogs over three months of age are required to have an up-to-date license. A license tag is required to be worn at all times.
6. Dogs and cats over three months of age must be vaccinated against rabies. City code requires that rabies vaccination tags must be worn by any dog when it is out of doors; any dog without a rabies tag out of doors may be impounded and the owner charged with a misdemeanor.
7. The pet owner is responsible for cleaning up after the pet inside the unit, anywhere on the Property and in the surrounding neighborhood. Litter boxes should be emptied daily and properly disposed of.
8. Pet owner will keep his/her Unit clean and free of pet odors, insect infestation, waste and litter and maintain her/his unit in a sanitary condition at all times.
9. Pet owners will prevent pets from gnawing, chewing, scratching or otherwise defacing doors, walls, windows and floor coverings in common areas, as well as damaging shrubs and landscaping of the property.
10. Pet owners will not alter his/her Unit to create an enclosure for animals.
11. Pets will always be accompanied by owner/keeper, and be restrained at all times when outside the unit, using a leash or a carrier. Leashes will not exceed six feet in length. No pet will be permitted to be loose in Condominium. No free-roaming cats are permitted; when being transported to the vet or elsewhere cats must be in carriers.
12. Visitors with pets are subject to the pet policy.
13. Pet owners should have readily available the following information and documents, with copies given within a week of occupancy to Homeowners Association Executive Board:

- (a) a color photo and identifying description of the pet;
- (b) attending vet's name, address and telephone number;
- (c) copies of veterinary certificates of spaying, neutering, rabies, distemper combination, parvovirus, feline VRC, feline Leukemia testing and other inoculations when applicable;
- (d) copies of dog licensing certificates according to code;
- (e) names, addresses and telephone numbers of two adult caretakers who will immediately assume responsibility for care of the pet should the owner become incapacitated.

14. The Executive Board will be responsible for the establishment of a Pet Committee, to meet as needed.

(a) The Pet Committee will consist of a pet owning resident, non pet owning resident and a community volunteer from a local humane society or veterinary practice. The number of participants will be uneven, to allow for a majority in the event of a vote decision.

(b) The Pet Committee is responsible for:

- (i) investigation of complaints;
  - (ii) working with pet owners, other residents and the Association on unresolved complaints; and
  - (iii) as directed by the Executive Board, proper record keeping of owner's and pet's pertinent information.
- (c) The Pet Committee could also assist with the following as ways to resolve problems:
- (i) linking resident to vet care;
  - (ii) linking resident to pet behavior consultant for obedience problems; and
  - (iii) providing additional information and assistance on proper pet care and responsible ownership.

(d) All written complaints received by the Homeowners Association Executive Board will be referred to the Pet Committee for resolution. No credence will be given by the Pet Committee Association or property managers to verbal or unsigned complaints.

(e) The Association will inform the resident in writing of rule infractions and will duly notify the Pet Committee for resolution.

(f) The Pet Committee will report recommendations to the Executive Board.

(g) Upon third written notice of a written legitimate complaint, the resident will be advised by the Association that a further notice will be cause for termination of privileges.

(h) It is the responsibility of alleged victims of dog bites to report the bite allegation to City of Pittsburgh Animal Control for investigation. The resulting report will be turned over to the Pet Committee.

15. Each pet owner shall be solely responsible for the actions of its pet. The establishment and enforcement by the Declarant, the Association, the Managing Agent, the Executive Board or the Pet Committee of these rules and regulations shall not impose any liability on the Declarant, the Association, the Managing Agent, the Executive Board, or the Pet Committee, and all such liability is hereby disclaimed, and each pet owner hereby releases, and agrees to indemnify, defend and hold harmless said entities from any and all such liability. The duty of care with regard to each pet and its behavior rests exclusively with the pet's owner or Unit Owner permitting the pet to be within the Condominium.

16. All Unit Owners must sign an acknowledgement of, and agreement to, the foregoing Pet Policy.

#### D. PARKING AND STORAGE

1. All personal property placed in any portion of the Condominium or any place appurtenant thereto, including, without limitation, the parking 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 to such property.

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

3. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked 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 or driveways 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 property, the Association shall be held harmless by such 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 hereby expressly waived. The Unit Owner shall indemnify the Association against any liability which may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

#### E. ENTRY INTO UNITS

1. The Association or Managing Agent shall not cause a master key system to be used for Units in the Condominium; however, each Unit Owner shall provide to the Association or the Managing Agent, and the Association or Managing Agent shall have the right to keep, a working copy of any key(s) required to gain entry to any Unit. These key(s) ("emergency keys") shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association or Managing Agent in a locked box for use only if entry to such Unit is necessitated by the fact or threat of fire, flood, or any other condition which may adversely affect the Common Elements or other Units. The Association or Managing Agent shall establish and implement, subject to prior approval of the Executive Board, procedures and controls to insure the proper use of such emergency keys. In no event shall such keys be removed from the locked box and used to facilitate entry to a Unit for purposes other than those noted above. Unit Owners may provide to the Association or Managing Agent an additional working copy of any key(s) to a Unit for casual or non-emergency entry ("convenience keys"). Such keys shall be similarly coded and secured and released only upon written authorization of the Unit Owner. No Unit Owner shall alter any lock or install additional locks, or a knocker, or a bell on any doors of a Unit without the prior written consent of the Executive Board.

2. The agents of the Executive Board or the Managing Agent, and any contractor or workman authorized by the Executive Board or the Managing Agent, may enter any room or Unit in the Building at any reasonable hour of the day after notification (except in case of emergency in which case entry may be immediate and without notification) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

3. A charge may be made for opening a Unit Owner's door at such Unit Owner's request between six o'clock p.m. and eight o'clock a.m. when such request requires the assistance of an employee of the Association, Executive Board or Managing Agent.

4. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit Owner's Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

F. MOVING

1. Moving may only occur during the hours of 8:00 a.m. and 6:00 p.m.

G. CONSIDERATION IN USE OF UNITS

1. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction.

2. Unit Owners are encouraged to use environmentally-friendly cleaning products. Unit Owners must dispose of paint, chemicals or other toxic materials properly; such materials shall not be poured in sinks or toilets.

3. All contractors performing major work or alterations on a Unit or Common Element shall file a certificate of insurance and indemnity with the management, which certificate must be approved by management before said contractors may begin work in the Building. Any Unit Owner who wishes to perform any interior alteration to his Unit shall:

(a) Refrain from making any interior alteration that will: (i) impair one or more of the structural integrity of the Buildings or any mechanical or electrical system therein; (ii) adversely affect either the fire retardant or sound absorbent quality of the Buildings; (iii) lessen the support of any portion of the Buildings; or (iv) violate any applicable, law, ordinance or governmental rule, regulation or order;

(b) Obtain such insurance coverage with respect to such interior alteration as the Executive Board may reasonably require in order to protect the Association and the other Unit Owners, as well as the Unit Owner performing such alterations;

(c) Expeditiously complete all interior alterations without incurring any mechanics' or materialmen's liens;

(d) Pay the full cost of performing all such interior alterations;

(e) At such Unit Owner's expense secure all necessary governmental permits and approvals prior to performing all such alterations;



- (f) Comply with all other requirements under the Declaration;
  - (g) Conduct construction only during the hours of 8:00 a.m. and 6:00 p.m.;
- and
- (h) Cause all debris to be properly disposed of on a daily basis.

#### H. GENERAL

1. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Executive Board. No fences may be erected around or on the Common Elements.

2. Solicitors are not permitted in the Building. If any Unit Owner is contacted by a solicitor on the Property, the Managing Agent should be notified immediately.

3. Each Unit Owner is fully responsible for maintaining the Unit premises and Common Elements appurtenant to such Unit in a good state of upkeep and cleanliness. If the Association and/or management has to intercede to maintain said premises, the Unit Owner shall be charged for such service.

4. A Unit Owner may identify his Unit with a nameplate established as standard for the Condominium by the Executive Board. No other signs of any type may be displayed on any exterior portion of the Unit or Common Elements.

5. Children shall not be permitted to become a nuisance in the Common Elements. Parents shall at all times be responsible for their children while in the Units and Common Elements. Children must refrain from riding or wheeling bicycles or skating within the Condominium grounds.

6. Unit Owners shall maintain all the insurance required to be maintained by them pursuant to the Declaration. The Managing Agent and/or the Association shall have the right from time to time to establish reasonable policies and procedures for the collection of evidence that the same is being maintained. A written copy of such policies and procedures shall be available to each Unit Owner upon request.

7. The Declaration provides for the assessment of Common Expenses. The Association and the Managing Agent may, from time to time, establish policies and procedures for the payment and collection of the same. A written copy of such policies and procedures shall be available to each Unit Owner upon request.

## I. THE INTERNAL DISPUTE RESOLUTION COMMITTEE

1. The Executive Board shall serve as the "Internal Dispute Resolution Committee." A vote of at least two (2) Unit members shall be required for any Committee decision. The Committee shall elect its own Chairperson.

2. The "Internal Dispute Resolution Committee" shall be empowered to receive, investigate, attempt to resolve, hold hearings on, and recommend sanctions arising out of complaints from Unit Owners, lessees, mortgagees, or other aggrieved parties concerning alleged violations of the provisions of the Declaration, the Bylaws and/or these Regulations.

3. Upon receipt of a written and signed Complaint Form (to be provided by the management), the Chairman of the Committee shall present the same to the management who shall then attempt to informally resolve the dispute in a fair and equitable manner.

4. If the management has not resolved the dispute to the complainant's satisfaction within seven (7) days, the Committee shall then give the alleged violator at least ten (10) days notice of a hearing to be held to hear the charges of the complainant. Notice of the hearing date and time and the parties involved shall be publicly posted in the Condominium. The hearing shall be held no more than thirty (30) days after the formal complaint has been filed with the Committee.

5. The public hearing shall be conducted as an informal, quasi judicial proceeding. All parties shall have the right to be represented by counsel, to call witnesses, to introduce documentary or other evidence, and to confront and cross-examine witnesses. Formal rules of evidence shall not be used. Each party shall have the right to have the proceeding transcribed by a court reporter, but the costs shall be borne by the party requesting the transcription and shall be paid in advance.

6. In order to ensure an unbiased tribunal, no member of the Committee may sit and hear a case in which he/she has a personal relationship with either party to the proceeding or in which he/she is intimately involved in any other respect. If any member of the Committee shall excuse him/ herself, or be otherwise unavailable, the Executive Board shall appoint another disinterested Unit Owner to temporarily sit in his/her stead.

7. After a full hearing on the dispute, the Committee shall make a written report to the Executive Board and shall recommend a sanction if a violation has been found. The consequence for violation will be determined by the Executive Board and may include progressive fines starting at \$500 per occurrence.

8. Within ten (10) days after receipt of the Committee Report, the Executive Board shall ratify the Committee decision and recommendation, unless the Executive Board finds that the decision is unsupported by the evidence and/or constitutes a manifest abuse of discretion.

9. In the event the Executive Board does not ratify in accordance with paragraph 8, the Executive Board may hold a second full hearing on the matter. In such case, the Executive Board may also levy a fine higher than that provided above, and may also, in a proper case, require a repeat offender to deposit with the Association a Special Security Deposit of up to \$1,000.00 to protect the Association and its members against future violations.

10. Decisions of the Executive Board in these disputes are final as set forth in the Declaration.

11. An aggrieved Unit Owner, lessee, mortgagee, or occupant must first exhaust his/her internal remedies with the Committee and the Executive Board before he/she may seek redress in a court of law.