

The Lofts Condominiums

RULES & REGULATIONS

Update November 2018

RULES & REGULATIONS

The following rules and regulations have been defined to protect the common elements of the Association and to help maintain an appropriate standard of behavior for residents, guests, and employees of The Lofts.

The Lofts must comply with the legal requirement dictated by various codes and ordinances, including requirements imposed by The Lofts' insurance policy.

The Lofts goal is to make our property attractive for our own enjoyment, maintain or increase the value of The Lofts as a desirable place to live, and to maintain the highest degree of respect for our neighbors.

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1.0 Information, Assistance and Suggestions

The Office Manager is available to give residents information and assistance in conformity with office staff's duties. Such requests should be confined to regular hours, except in case of emergencies. An emergency, 24-hour telephone number is posted on the Office door.

2.0 Overview

Common elements as defined on page 11 of the Condominium Offering Statement, shall be used only for access to and from the units and those portions of common elements intended for the use of the residents, and shall not be obstructed.

All appliances, machinery, tools, or electrical equipment of any kind, installed or used by a unit shall comply with rules, regulations and recommendations of all public authorities and boards of Fire Underwriters having jurisdictions. Sinks and toilets and all shared systems such as heating, air conditioning, plumbing, electric, etc. shall not be used for any purpose other than for which they are designed. Reasonable care and maintenance of facilities located inside a unit shall be the responsibility of the resident.

Nothing shall be done which shall unreasonably disturb or interfere with the rights, and comfort, or convenience of other occupants of The Lofts. Examples of activities in violation of this rule include, without limitation, use of tools, appliances, machinery, musical instruments, audio or video equipment, etc., causing unacceptable vibrations, noise or odors.

Residents are responsible for the behavior of their family, visitors or licensees anywhere in The Lofts.

- NO cooking of any type, e.g., open fires or charcoal grills shall be permitted in the common areas.
- Nothing shall be placed on or hung from exterior doors, window sills, exterior walls (other than those within a private balcony or patio).
- ONLY WHITE shades or drape linings shall be permitted when visible from the exterior of the building.
- Garbage and refuse shall be disposed of in a manner that will not cause inconvenience or health hazards to other residents or employees. Additional information may be posted near the garbage containers or chutes.

These Rules and Regulations are adopted pursuant to the Declaration of Condominium By-laws and shall be enforced in accordance with those documents and Pennsylvania Statutes.

3.0 Building Entry

Fobs to the building are for exclusive use for the building residents. NO ONE IS TO BE ADMITTED TO THE BUILDING EXCEPT BY PERMISSION OF A RESIDENT OR THE

OFFICE MANAGER. There shall be three legitimate ways for a non-resident to gain entry to the building:

1. When accompanied by a resident
2. By calling the desired unit on the external telephone security system, and receiving permission from the unit resident.
3. By calling the building office on the external telephone security system and receiving permission from the Office Manager.

The Office Manager shall retain a key to each unit in order to have access to the unit for emergency or maintenance purposes. No resident shall alter or replace a unit key without providing the Office Manager with a key to the new lock.

There shall be no OPEN HOUSE SALES, GARAGE SALES, OR OTHER PUBLIC SALES ON THE PREMISES. There shall be no sales announced openly that might invite unknown people to come to the building.

The Office Manager shall keep a register of all visitors that come while the resident is not present and admitted by the office staff at the request of the resident. The Office Manager shall be advised of any visitor in advance.

Private deals in which the resident specifically invites a potential buyer known to him/her are not forbidden.

4.0 Moving

Any move-in or move-out of the building must be scheduled in advance of the move with the building office. All moves must be scheduled to occur between 8:00 am and 4:00 pm Monday through Friday. Moving is not permitted after hours, on weekends or holidays. Moving trucks must be off the property by 4:00 pm. No ODS are permitted on The Lofts property before 8:00 am on the day of the scheduled move, and must be off the premises not later than 4:00 pm, or it will be towed at the resident's expense.

A fine of \$500 will be assessed if this is violated. (Rev 2016)

Schedule your move early – only one move can be accommodated per day – and please fill out the attached Moving Form.

There can be NO dragging, pushing, or pulling of any items on the common hall, carpet, tile or other flooring. Residents, moving companies, employee or anyone else involved in the move must use hand dollies, hand trucks and other devices with wheels designed to avoid any damage to the carpet, floors, halls or elevator walls and floors.

Any damage to common areas as a result of the move will be the responsibility of the resident/owner scheduling the move. The move-in, move-out request form requires the resident/owner and a Lofts building employee to jointly inspect the common areas to document any damage to common areas prior to and after the move. (Rev. 2/2003)

5.0 Construction/ Non-Emergency Repairs/ Large Deliveries

Remodeling and non-emergency repairs shall take place during building office hours and shall be coordinated with the office manager prior to any work being done. All vehicles involved in remodeling or repair shall be parked in accordance with the Rules listed herein. Any damage to common areas as a result of the construction or delivery will be the responsibility of the resident/owner scheduling the work.

It is imperative that all large deliveries must be scheduled with The Lofts office prior to delivery. Any unscheduled delivery that collides with a scheduled move will be denied. There will be no exceptions with unscheduled deliveries. Please make this clear to your delivery person before they deliver any items to the building.

This also applies to any construction/repair work you are anticipating having done in your unit. Your contractor is to check in with The Lofts office before starting any work. Contractors must show proper insurance coverage depending on the type of work they will be doing.

Due to the limited parking situation and the difficulty of parking multiple trucks on The Lofts property, we advise (if possible) having your assigned parking space available for your contractor.

DO NOT PROMISE your contractor that onsite parking will be provided. There is the possibility the contractor will have to park on the street. If the contractor can be accommodated/parked, he/she will be. There is also the possibility that at some point in the day your contractor will be requested to move his/her vehicle.

There are to be NO construction workers in the building other than during business hours Monday through Friday – 8:00 to 4:00 pm. Violations of this policy will result in a fine of \$200.00 for the first violation and \$500.00 for each successive violation. Management also has the authority to ban any contractor/worker from continuing to work in the building.

6.0 Parking

Residents must place on file with building office the license plate number and make of any vehicle that is parked on the premises.

The Association may post additional rules and regulations governing the use of parking areas.

Unless otherwise authorized by the Association, no parking areas may be used for any purpose other than parking passenger vehicles.

1. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or driveways except in those areas, if any, designed

specifically for such parking by the Association. Residents shall not assume that their parking spaces can be used for other than passenger vehicles unless explicitly authorized by the Association. Reasons for not authorizing might include the size of the vehicle, access to aisles and doors, etc. There is no obligation to provide alternative space if the resident's space is deemed unsuitable for parking a special vehicle.

2. All vehicles, including without limitation passenger vehicles, buses, trucks, trailers, boats, recreational or commercial vehicle shall be in operating condition at all times and shall be capable of being relocated in case of emergencies.
3. All residents shall observe and abide by parking and traffic regulations as posted by the Association or by legal authorities. Privately owned parking spaces shall be used only by the resident, their family, and guests. Vehicles parked or operated in violation of any such regulations may be tagged and/or towed away at the vehicle owner's expense.
4. Only one vehicle at a time may be parked in a single-vehicle parking space, regardless of the size of the vehicle.
5. Parking so as to block sidewalks, driveways or parking spaces shall not be permitted. If any vehicle owned or operated by a resident, any member of their family, tenants, guests, or licensees shall be illegally parked or abandoned on the Condominium property, the Association shall be held harmless by that resident for any and all damages or losses that may ensue, and any and all rights in connection therewith that the resident or driver may have under provisions of state or local laws and ordinances are expressly waived. The resident shall indemnify the Association as a result of such illegal parking or abandonment and any consequences thereof.
6. Indoor Parking: If you are assigned an indoor garage space, enter and exit by using the garage in and out doors. Only one vehicle at a time can safely enter and exit the garage before the garage door closes. Multiple vehicles trying to enter or exit the garage at the same the time can and will result in the garage door coming down on the later vehicle causing damage to the vehicle and the garage door.
7. Upper Deck Parking: The same rules apply that only one car can enter or exit at a time before the gate comes down.
8. Lower Deck: If you are assigned lower deck parking the following is how the roll gate will operate. When entering the lower lot from Centre Avenue, use a programmed gate opener to access your assigned parking area. If you are caught in traffic and the gate starts to close just hit the opener again and the roll gate will reopen. If you cannot exit the lower parking lot due to traffic the roll gate will not close on your vehicle. If there is a conflict of entering/exiting vehicles, the inside vehicle should defer to the vehicle in traffic.
9. The pedestrian gate to the lower parking area operates on the same fob that you use for the front door. You will need your fob for both entering and exiting the lot.

10. If you have a question or concern, please feel free to stop in The Lofts office, Wednesday afternoons between 1:30 pm to 3:00 pm and discuss with Property Manager, Richard Ackerman or call him at his office, (412) 316-0064.
11. Parking Spaces in the Circle: The parking spaces in the circle at the front of the building are assigned parking spaces. Some spaces are available for lease by residents for their guests, if arrangements are made with the resident/front desk.
12. Commercial Parking Spaces: Spaces which are allocated to Commercial tenants are not available for residents' use at any time without prior sublet agreement directly through Lofts Associates. For this sublet information please call Lofts Associates at (412) 441-9423. (Note that Lofts Associates is NOT the Lofts Condominium Association, and the Lofts Condominium Association cannot authorize use of Lofts Associates' spaces.)

7.0 Pets

Dogs are not permitted – this includes visiting dogs. No more than two cats are permitted in any unit. No other pets of any kind are permitted unless approved in writing by the Executive Board.

All other animals must be identified and approved before the resident moves in. All pets residing in the building shall be registered in writing with the building office. It is important that all information requested be provided. A form is provided at the end of this document.

The Board notes that the owner of a pet residing in the building must meet local laws with respect to registration and inoculations.

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 pets.

8.0 Storage

All personal property shall be stored within the unit or storage lockers. Items kept in the storage lockers must be at least 18 inches away from any sprinklers. This is a City of Pittsburgh fire code regulation.

Residents are responsible for providing locks for their own storage lockers.

No explosive or flammable material or substance, except ordinary household products shall be kept anywhere in The Lofts.

All personal property placed in any portion of the building, including without limitation the storage areas, shall be at the sole risk of the resident and the Association shall in no

event be liable for the loss, destruction, theft or damage of or to that property. All residents shall carry appropriate homeowners or renters insurance for all their property.

9.0 Roof Deck & Courtyard Use

The roof-top sundeck and courtyard shall be available only to residents and their guests. Guests of a resident using the roof-top sundeck or courtyard shall be accompanied by the resident at all times. The 2nd floor open courtyard is NOT AN AREA FOR SOCIALIZING BY ANYONE (Rev. 10/1/2015)

The roof-top sundeck hours are 9:00 am – 11:00 pm daily. These hours have been set to contain noise problems, and to respect the peace and quiet of our residents (Rev. 5/27/04).

Furniture provided by the Association shall not be removed from the roof-top sundeck.

Rooftop gatherings:

Gatherings shall be registered by the resident, along with a deposit of \$200. This deposit will be returned to the resident if the sundeck is returned in clean order.

Residents shall provide their own event chairs, tables and other furnishings; deliveries and pick-up of these are to be coordinated with the Lofts Office. Catering deliveries are also to be coordinated. Tents are not permitted. Cooking is not permitted. The hours of 9:00 am – 11:00 pm are to be observed.

Residents are responsible for removing refuse from the sundeck after a gathering, bringing it to the main trash and recycling bins which are located at grade.

Residents sponsoring an event are responsible for their guests. Guests of sundeck gatherings are not permitted elsewhere on the 7th floor, other than the restroom. Noise levels shall respect other residents of the building. Amplified live music is not permitted, and other music sources are to respect noise ordinances.

Additional rules and regulations governing use of the roof-top sundeck may be posted at the entrance to the sundeck.

10.0 Laundry

The laundry room, washers, dryers and any other facilities or equipment installed in the laundry room are for the exclusive use of the residents, their family and their employees.

Using the Washers and Dryers

In the 2nd floor laundry room is a **Smart Card Center** mounted on the wall. There will be no value on the card when you purchase it. Follow the instructions to add value to your card. By adding \$5, \$10, \$20 (up to \$40) this card will now have the value of the amount of

money you put on it. The card is reusable. When it gets low, just add more money at the Smart Cart Center. If you lose your card, you will lose whatever value you had on it.

Insert the card into a washer or dryer. The display on the washer or dryer will indicate how much value is left on your card. You must press the "start" button on the dryer for the dryer to work. It will deduct the value for one cycle to start the machine. If the Smart Card is inserted into the dryer again, prior to time running out, it will enable additional drying time. This applies only to dryers. The extra dryer time is currently 10 minutes. Insert card twice and get 20 minutes or three times for 30 minutes. Appropriate fees will be deducted from the card.

If you experience ANY problems with either the Smart Card Center or any of the laundry machines, please notify: National Apartment Laundries at (412) 361-2222.

11.0 Exercise Room

The exercise room shall be available only to residents and their guests. Guests of a resident using the exercise room shall be accompanied by the resident at all times.

Furniture or equipment provided by the Association shall not be removed from the room.

Equipment provided by residents will be required to be registered annually. Unregistered equipment will be removed from the exercise room after 60 days.

Additional rules and regulations governing use of the exercise room shall be posted in the exercise room. CHILDREN UNDER 16 yr. MUST BE ACCOMPANIED BY ADULTS.

12.0 Bicycles

Bicycles provided by residents will be required to be registered annually. There are racks available in the exercise room and basement. Unregistered bicycles will be removed after 60 days.

13.0 Mail & Packages

Mailing services are not responsible for delivering packages to individual units, nor is office staff.

All deliveries shall be made to the mailbox area. If a resident expects a package while out of town, arrangements may be made for it to be stored in the office. THE OFFICE CANNOT STORE PERISHABLES OR ANY ITEMS WHICH ARE TOO DELICATE OR VALUABLE TO HANDLE. The resident assumes all responsibility for loss, damage or expense associated with the delivery.

14.0 Newspaper Subscriptions

Individuals may subscribe to newspapers, which are delivered to the building vestibule and then placed in a locked box either by staff or residents. Keys to the box are available at the office. Do not take a newspaper if you are not a subscriber.

15.0 Building Maintenance

There are two in-house weekday employees, plus one weekend employee, for The Lofts Condominium Association. They work only with the common elements of the building. Private equipment, dishwashers, refrigerators, disposals, stoves, hot water tanks, closet doors, cabinets, windows, etc. are NOT serviced by the building employees.

Maintenance is permitted to enter private units in the case of an emergency. Otherwise private owners are responsible for the interior of their units. In case of an emergency, please call the Emergency Number (412) 391-1900.

16.0 Staff Work Assignments

The Executive Board directly or through its management agents, has the sole responsibility for compensation, working schedules, and assigned duties of the staff.

Members of the staff are not permitted to do personal work inside any unit, other than an occasional 15-minute courtesy assistance or in case of an emergency.

Members of the staff who at the request of the resident, move, handle or store any articles in storage rooms or remove any articles there from or move, handle, park or drive any vehicles placed in the parking areas, shall be deemed the agents of the resident. The Association shall not be liable for any loss, damage, or expense that may be suffered or sustained in connection therewith. Residents agree to hold the Association harmless in such instances.

Residents who hire members of the staff for personal work after normal work hours must negotiate fees and assume all responsibility for the work. Members of the staff hired under these circumstances are working as independent contractors and are not covered by the building insurance or worker's compensation coverage.

17.0 Smoking Policy

Smoking is not permitted in any of the common areas of the building. This includes the following areas:

- Main Lobby, Foyer & Exterior corridor adjacent to the main entry
- Elevators
- Indoor garage
- Hallways
- Stairwells
- Laundry room

Rest rooms
Sundeck and 7th Floor lobby
Courtyard
Storage area
Exercise room
Loft office

18.0 Useful Information

Emergency Contact Information

It is a requirement of The Lofts Condominiums that all residents have on record in The Loft office a telephone number where the resident can be reached in case of an emergency in their unit. Your email will be used to communicate notices of scheduled work projects that may affect your unit, or general notices.

Please take the time to submit your telephone number and email address to The Loft office as soon as possible. If no one is in the office at the time, please put the information in the mail slot of the office door.

Entry Door Operation

Instruct your guest to scroll through the names and then follow the directions.

Fire Evacuation Procedures

For your protection, we have prepared this summary of emergency evacuation procedures. Please read it thoroughly.

When the fire or smoke alarm is sounded it is notice to evacuate the building.

If you are disabled or otherwise unable to evacuate the building without assistance in times of emergency, please keep the building office advised. When a fire/smoke alarm is activated, stay in your apartment. In the event of a building-wide evacuation, fire and emergency evacuation personnel will review the building list of persons needing assistance.

Everyone who can evacuate without assistance is instructed to exit through the nearest stairwell to the ground floor. **DO NOT USE THE ELAVATORS** during a fire evacuation. **DO NOT** evacuate to the roof. The fire truck ladders may not be able to access you at the roof level.

If you are trapped in your apartment (where fire or heavy smoke surrounds the apartment so that you cannot evacuate), place wet towels at the bottom of your doors to help stop any infiltration of smoke into the apartment. Do not open any windows because this will only fuel the fire. Fire moves toward the sources of oxygen.

DO NOT CALL THE OFFICE asking if it is a false alarm or when the alarm will be silenced. This ties up the telephone lines and delays the evacuation process.

The Fire Department takes charge of all evacuation, and the Fire Captain will advise you when it is safe to return to your apartment silencing the alarm. The Alarm will be turned off after they determine if there is no further danger.

There is a five hundred dollar (\$500.00) fine imposed by the City of Pittsburgh when they respond to a false alarm. That fine is billed to the responsible party.

The City of Pittsburgh Fire Department can also impose a stiff fine when building residents do not evacuate. There are no fire safety exemptions for senior citizens. Everyone must comply with these fire evacuation procedures. Please cooperate!

Fire alarms are tested on the last Thursday of each month at 11:00 am.

Our central fire alarm system is monitored by State Security Systems which contacts the City of Pittsburgh Fire Department reporting system. The Fire Department will respond every time the central alarm is activated. Once the central alarm is sounded, we must follow the directions of the Fire Department.

If you have a battery-operated smoke alarm this will NOT automatically activate the central alarm. If there is a fire inside your apartment, proceed to the corridor and pull the nearest fire alarm to activate central fire alarm. That will summon the Fire department and simultaneously alert the entire building of a fire emergency.

Fob Loss

Tenants will be given two fobs by The Lofts Condominium office. If a fob is lost, it must be reported to the Condominium office immediately. Each resident is responsible for the use of the fobs that have been assigned to the him/her.

To replace a lost fob, there is a Fifty Dollars (\$50.00) fee per fob. The lost fob will be deleted from the system.

If a resident does not return his/her fob to The Lofts Condominium office upon moving out, the unit owner will be billed back at a rate of fifty dollars (\$50.00) per fob.

If You Are Locked Out

If you accidentally lock yourself out of your apartment and need to call after hours, on weekends or on holidays, for a building staff member to return to the building to provide you entrance into your apartment, there will be a \$50.00 fee due to that employee. You should pay the employee when he/she provides the service. To avoid this charge, we urge you to give another resident, or friend, or relative in the neighborhood a key to your apartment.

Safety Points

ALL doors at The Lofts are secured for safety purposes. It takes everyone in the building working together in order to keep the building secure. Any propping open of doors is a breach of security and puts everyone in the building at risk.

Please keep in mind that anyone with legitimate reason for gaining access to the building, knows how to obtain that access. **DO NOT HOLD THE DOOR OPEN FOR STRANGERS. DO NOT TAKE FOR GRANTED THE PERSON TRYING TO GAIN ACCESS IS A RESIDENT OR A GUEST.**

Be aware of your surroundings. If you see anyone on The Lofts property that is acting suspicious call 911 and report it. **DO NOT** leave valuables in your vehicle and make sure all your vehicle's doors are locked.

There are no moves permitted after hours, on the weekends or on holidays for this security reason. A breach in the building security is taken very seriously. Violators are fined \$500.00 for an after-hour, weekend or a holiday move. If you see someone moving with security door propped open, please call the emergency number (412) 319-1900 and report the incident.

Also remember that there are to be no construction workers in the building other than during business hours Monday through Friday 8:00 am – 4:00 pm.

Tenant Information

Renters of Lofts Associates/Richard Brouman - Call (412) 441-9423

Renters of Walnut Capital - Call (412) 683-3810

19.0 Useful Information

Because common elements of the building are owned jointly by all unit owners, both condominium owners and tenants should carry proper insurance to protect their personal property, including claims involving a third party accident, sudden and unexpected roof leaks, pipe leaks, that damages your personal property or portions of your apartment. If you have questions on proper coverage, you are welcome to contact:

The Thomas D. Frost Agency, Nationwide Ins. Co. (412) 461-4831

The Lofts Condominiums

FORMS

Updated November 2018

The Lofts Office | 5850 Centre Ave. Pittsburgh, PA 15206 | Email: 5850Centre@gmail.com

The Lofts Condominium Standard Moving Form

Date_____
<u>Please circle one</u> - Owner / Tenant
Person Requesting move_____
Unit Number _____
Requested date of move _____
Signature _____

JOINT INSPECTION OF COMMON AREA / BUILDING STAFF AND RESIDENT

The Common area involved with the move must be jointly inspected by a member of the building staff and the resident before the move begins and after the move is completed for agreement of pre-existing damage and/or damage caused during the move.

This inspection is to be done at the time of your move. There is a joint inspection form that **MUST** be signed and dated by both you and a staff member.

**JOINT INSPECTION OF COMMON AREAS BY BUILDING
STAFF AND RESIDENT**

“Pre-Move” Inspection:

1. List any and all pre-existing

damage _____

2. Date & Time _____

3. Signature/Building Staff _____

4. Signature/Resident _____

“After-move” inspection:

1. List any and all damages caused during move

2. Time _____

3. Signature/Building Staff _____

Signature/Resident _____

Newspaper Subscription Registration Form

There is a **locked** newspaper box in the front foyer and a key is required to open. If you have arranged for a paper to be delivered, it will be placed in the “drop box”. Please complete this form and return it to the office to pick-up your newspaper Drop Box key.

Today's Date: _____

Resident's Name: _____

Unit Number: _____

Name of Newspaper(s):

Residents Signature: _____

Key Received: _____

Please notify the first floor office on any changes in this information immediately.

PET REGISTRATION FORM

The Board of Directors require that the owner of a cat(s) residing in the building must meet local laws with respect to Registration and Inoculation.

Please provide the Building Office with the following information.

Resident name: _____

Loft Unit #: _____

Cat(s) name: _____

Age: _____

All pertinent Veterinary information:

Vehicle Registration Form - complete and return to The Lofts Office.

Vehicle Registration Form

Please note that failure to register your vehicle could result in your vehicle being towed at your own expense.

Assigned parking space number: _____

Unit # _____

Vehicle information:

Make/model: _____

Year: _____

Color: _____

License plate number: _____

Acknowledgement

As indicated in the Overview above, an important objective of these rules is to make The Lofts attractive and this objective can only be achieved if we all abide by the Rules.

Thus, we all have a responsibility to report violations of the Rules and Regulations to the office staff or by calling the 24-hour Emergency Number posted in the building office.

Rules and Regulations are withstanding, there might be occasions where problems arise that cannot be solved through amicable discussion between entities. Except for building security or a life threatening problem, there are unfortunately few things the office staff, the Executive Board or the management firm can do to solve the problem in a timely fashion. As a tax-payer and resident of Pittsburgh, you are entitled to contact the appropriate authorities and request their help in solving the problem.

On a more positive note, there are certain things that we can all do to make life more pleasant in the Lofts or in the community at large that could not be included in this document. These can be broadly characterized as “good citizenship” and include activities like organizing recycling campaigns, energy conservation, water conservation, etc. All of these are to be commended and we would like to encourage our fellow Lofters to take initiatives of this nature. They can only result in a better quality of life for us all.

The resident(s) hereto declare that they have read and fully understand and agree to abide by and follow all of the rules and regulations and policies of The Lofts Condominium Association.

The resident(s) also agree to follow any and all rules and regulations and policies of The Lofts Condominium Association that The Lofts Board of Directors may at any time add, or change to the Rules and Regulations and policies of the Association.

Whereas, I witness and set our hands and seal this _____ day of _____, 20__.

Owner or Lessee

Witness

Owner or Lessee

Witness
