

WELCOME
400 S. Highland Avenue Condominium
Updated January 14, 2019

The Condo Association of 400 S. Highland Avenue (all owners are members) and current residents welcome you to our unique and special building as a new owner or as a new renter.

We realize that some things are confusing when you first move in, so we wanted to give you some helpful hints and guidelines for living here. Please contact any of the Condo Association Board members or Liz Cantu with RJ Community Management with any additional questions.

1. **Building-wide NO SMOKING POLICY:** This is a *completely* non-smoking building, and smoking is not acceptable anywhere in the building. Please advise any guests, workmen, cleaning people, etc. who provide service in your unit of this policy. *If you or your guests or workers smoke outside, they need to go to the end of the front sidewalk or to the carport to do so. Smoking outside near the door lets the smoke come in and permeates the hallway when it's opened to enter.* Please keep the door shut and discard all cigarette butts when completely out in the appropriate container (and not on the grounds!) outside the building's front and rear doors
2. **Fireplaces:** There are currently only two units (#7 and #8) with fireplaces that meet City of Pittsburgh Building Fire Code for usage. *Use of any other fireplaces in our building creates a very serious fire hazard, so **DO NOT USE THE FIREPLACES AT ALL.***
3. **Trash:** All trash goes into one of the two green dumpsters down the steps in the open area closest to the multiple garage-door parking area across the alley directly behind our building. The container next to the carriage house belongs to another building. The smaller blue trash container near the garage doors is for recycling bottles, cans, and newspapers. The current City regulation is that you put your glass, plastic and aluminum into plastic bags then deposit them into the blue container. Put your newspapers into paper bags and place them next to the blue container. These procedures are subject to change by the City.
4. **Interior trash containers:** Because of the unwanted odor, dog waste or food/perishable materials must not be placed in any trash container inside our building.
5. **Storage Areas:** Most, but not all, units have a storage area in the basement. Your condo deed will state IF you own a storage locker. If you are a renter, the owner of your unit will tell you if there is an associated storage area. Please do not place any perishable (including dog or cat food not in an airtight container) or any type of flammable materials in your storage area.

6. **Verizon/Comcast:** Some of the control units for Verizon and Comcast are located in the storage locker that is across from the laundry room in the basement. That room also contains the recorder for our security system. Thus, it is locked. Along with the tenant in the adjoining unit (B-2), each member of the Association's Board has a key to this storage room. Please make arrangements with the tenant in B-2 or one of the Board members if your cable person needs access into this locked room.
7. **Public Areas:** Do not put anything in the areas outside of the enclosed storage area belonging to you.
8. **Fire Exits:** Never put anything in the areas marked FIRE EXIT (near units B1 and B2 and the furnace areas). Green fire doors must also be kept closed at all times. THE FIRE DEPARTMENT HAS CITED THIS ASSOCIATION WHEN CERTAIN RESIDENTS VIOLATED THIS STRICT FIRE SAFETY STANDARD.
9. **Exterior Doors:** *Do not prop the first floor outside doors or the second or third floor fire escape doors open for any reason (except when a supervising adult is in sight of a temporarily opened door then promptly closed).* In the past, an intruder entered the building through an open unattended door and removed items from one of the units, later someone entered the building through an open unattended door and that person accessed the storage lockers.
10. **Sidewalks:** We don't have a maintenance staff, so at this association we have engaged a contractor to shovel snow and put down salt on our pedestrian passage ways after an accumulating snow or ice event. If/when needed, all residents of this association are asked to assist in this effort by applying salt from the salt box located near the front door to the front and rear steps, walkways, sidewalks and carport area to keep these areas from becoming slippery until the contractor arrives or until the contractor is able to return to the property for a second or third treatment.
11. **Security:** For security reasons never buzz anyone into the building for other residents or to admit anyone that do not know or that you are not expecting to visit you. Otherwise, if your phone is hooked-up to the front door calling system/lock, push "99" to remotely open the locked door.

If you see a stranger in the hallway, please ask them to tell you the name of the person they are visiting (not just a unit number; they should know the name).

If you have a contractor working in our building or in your unit, please remind them that they must not leave the locked door to the outside open under any circumstance (unless it only for a minute or two and they have an adult standing guard at the door during this moment of time when their actions create a security breach).

When your doorbell rings, please do not let anyone in our building you do not

know unless you are physically present to see them or have otherwise identified them. For example, when UPS, Amazon or FedEx calls, please always go down to the front door to meet them. If you are not going to be home and your doorbell rings on your cell for a delivery, then:

Confirm their identity,

- ask them where the package is from if you are expecting a package, or
- if you are not expecting a package, ask them for the first name of the addressee.
- Or, please arrange for the package to be left on the front porch,
- Or, please arrange for it to be delivered to a resident in another unit.

12. **Satellite Dishes:** Because of building façade (structural concerns) satellite dishes are not permitted to be fasted to the outside of the building.
13. **Cleaning/Repairs:** Arnheim and Neely (our Condo management Agents) arranges to have the public spaces of the building once a week in accordance with the association's operating budget. Please be thoughtful in cleaning up any spills or other cleanliness problems that occur. Put a written note for any special needs (e.g., common-area light bulbs that need to be replaced, etc.) under the door of the maintenance closet to the right of the bottom of the main steps in the basement to alert the part time custodian to this situation.
14. **Emergency Repairs:** Please call Arnheim and Neely's office for any emergency situation (i.e. an imminent risk to person or property, such as (a gas leak, ruptured water line, security risk, etc.) The EMERGENCY phone number for 24/7 emergency service is 412-391-1900. For plumbing repairs, most of us in the building use a plumber named Tom Stock. He is competent, fairly-priced, responsive and familiar with our building. His phone number is 412-856-1077. For electrical work most of us use either Miller Electric (Kevin) at 412-720-7258 or CW Electrical at 412-766-1446. (Remember, roof leaks and ice dams usually can't be safely investigated or remediated in the dark or during icy/slippery conditions so roof leaks are usually undertaken during the daylight hours and during appropriate weather conditions.)
15. **Heat:** If the heat is on, please minimize opening your windows or leaving doors to the outside propped open. Remember our condo fees make each of us responsible for paying to heat the entire building. Heating our beautiful and old building is expensive, particularly with the ever rising cost of natural gas. So, please make every effort to use the heat in your home wisely. It will help keep the cost down for both owners and renters. In order to save on our energy bill and satisfy a majority of the owners, the heat will not be turned ON before October 1, and sometimes later in warm weather. The heat is turned OFF by May 1, and sometimes earlier in warm weather.

16. **Quiet Hours:** All residents are expected to be considerate of their neighbor's reasonable peace and quiet. Please limit noise inside and outside the building between 10 pm and 7 am.
17. **Newspapers:** Some residents have newspapers delivered. The delivery service throws the papers in front of the building. Please leave them for the subscribers to collect (or move them inside if it is raining or snowing and you come upon them!). Please don't take a newspaper unless you are a paid subscriber.
18. **Mail:** Our mailboxes are small so large items are left on the counter. It is sometimes easy to pick up items (or sometimes they get put into the wrong mailbox) that are not for you. Please return them to the counter as soon as possible after you discover the error. It helps to have your mail put on hold by the Post Office when you expect to be gone for more than a few days. It is the unit owner's responsibility to pay for a mailbox lock if the key is lost (Ace Lock & Key can usually replace the key to your mailbox; this would be done at the unit owner's sole expense.) Mailboxes should not be left unlocked nor should the mail just be left on the counter for an extended period of time.
19. **Move-In and Move-Out Fees:** There is a \$50 non-refundable charge payable to the association in care of Arnheim & Neely and this charge applies to any person who moves in *or* out. This charge covers certain administrative costs (i.e. directory nameplates and access to the door entry system) and incidental/minor property damage to common areas arising from each move in or out.
20. **Mailbox Nameplates and Front Door Phone Directory:** If an additional person moves into your home with a different last name after the Move-In Fee has been paid, the unit owner should notify Liz at Arnheim and Neely to send an additional nameplate for the mailbox. Also, if you are new to our building, you will want to program the front door so it opens remotely from your phone. Here's how to program your phone into the front entry system: You will find a key to open the front door phone/intercom directory, instructions to program the front door intercom and material to change a name in the directory in a box maintained by Gail Mallory in Unit # 1. After the Move-In Fee has been paid, you should ask Gail for the box and key to change the front door directory and program your phone to remotely open the front door.
21. **Renters/Condo Insurance:** All residents of this building are required to have appropriate hazard/liability insurance. THIS REQUIREMENT APPLIES TO UNIT OWNERS AS WELL AS RENTERS. If you don't have appropriate insurance you are advised to promptly contact an insurance agent of your choosing to arrange for coverage that includes anything that you or your guests may do that causes damage to your unit, to a neighbor's unit or to any part of the common areas of the building. If you don't have insurance and damage occurs in your unit (for example but no limitation - water overflowing from your sink or bathtub), YOU will be held personally and financially responsible for the cost of any and all repairs.

22. **Alarms: Every home in this association MUST have working smoke/fire alarms.** It's important that you make sure that the smoke/fire alarm in your home has working batteries in it and change them on an annual basis (our purchase sealed units where the batteries last for 10 to 15 years and the batteries do not need to be changed.) If you hear an alarm in someone else's home, please check to be sure that everything and everyone is all right before you evacuate.
23. **Laundry Room:** The length of the washing machine cycle is about 25 minutes and the length of the dryer cycle is 45 minutes. You can double the drying time by inserting another set of quarters right after you put in the first set. Please keep track of these times and remove your clothes from the washers and driers when done. You are expected to clean-up the washers and driers after each use (including cleaning-up any detergent spills, lint catchers, etc.).
24. **Laundry Room Dehumidifier:** Never move or unplug the dehumidifier. Moving it causes the hose in the back to become dislodged resulting in a flood.
25. **Parking Spaces:** Some of our condo owners also own assigned parking spaces. If that is the case, this fact will be stated in the owner's condominium deed. If you are a renter your landlord will tell you which space, if any, is associated with your leased unit. You should park ONLY in the space that is assigned to you by Deed. If you are not sure which space is yours, double-check your deed or your rental agreement. The two (2) parking spaces on the end that are not under the carport roof are not open, public spaces for visitors, workmen, etc. Instead, residents own these private spaces.
26. At this time, the area for permit parking (where a permit is required for residents) ends one block from us on College Street. College Street runs parallel to South Highland and is down one block on Walnut towards the Shadyside shopping area. That is, at the present time no permit is required if one parks on this side of College Street whether they are on Walnut Street, South Highland or Howe Street (which runs parallel to Walnut, one block up South Highland towards Fifth Avenue).

Parking along the wall contiguous to the dumpsters on the other side of the back alley is on a first-come, first-served basis.

Generally, the only time when finding a public parking spot is a challenge is during the Shadyside Arts Festival; that usually occurs in early-August.

27. **Electrically powered or natural gas vehicles:** This condo association will not provide any unit owner/renter with access to the association's electrical power to fuel/re-charge any privately owned electrically powered vehicle. Appropriate arrangements with the Condo Association Board must be made for the benefitting resident to pay for the entire electrical usage fees and any other modifications to enable the condo's electrical system to support the additional power needs. No

compressed natural gas or bio-fuels are permitted to be stored near or within the Association's property.

28. **Illegal Parkers:** Unit owners or renters with parking spaces can have cars towed that are illegally parked in their space by calling AA & T Towing Service at 412-461-4711 (a sign is posted with this information in our parking area.)
29. **Fire Escapes:** The fire escapes should never be used for normal ingress or egress. They are for emergencies only. Nothing should ever be placed on the fire escapes since this is a Fire Code regulation that is strictly enforced.
30. **Move Out:** When you move out, please take everything you may have stored in the building, including the contents of your storage locker. Do not leave trash in your storage locker or public spaces after you move out. The property owner or his/her renter will be charged for any removal fees if trash is left behind after move out.
31. **Water Shut-off:** If you need to shut of the building's water to repair a water line in your unit, please provide the residents in your side of our building with 24 hours' notice (except in emergency situations). In an emergency, please email or put a note on or under the door of the units of all affected residents.
32. **Contractors who work in the building:** We have had issues with certain contractors who perform work in the building and leave the back or front door propped open for their easy access. *For security reasons, please remind any contractor who works for you that he/she/they MUST not do that unless they have an adult standing at the door at all times that it is being held open.* Board members have a key to the front/back doors that can be temporarily loaned to a contractor who needs access to the building while they perform work here. When requesting a key, the contractor will be required to provide the Board member with a driver's license or \$20 to serve as a reminder to return the key that we loaned them.

THANK YOU!

**ADDITIONAL OWNER INFORMATION AND RESOLUTIONS
ADDITIONS/REVISIONS TO RULES, BYLAWS OR THE CONDO
DECLARATION FOLLOW**

November 5, 2012 update

OWNER INFORMATION

1. Each owner is responsible for maintenance within his or her unit (plumbing, electricity, etc.). **Be sure you check your electrical panel/circuit breaker box on a regular basis**, as some of the wiring is old. Upon checking, one of the unit owners found their electric panel/circuit breaker box was a fire hazard because the old wires had slowly decayed over time. The panel was replaced. For electrical repairs, many of the Association members use Miller Electric. They can be reached at (412) 487-1044
2. Each owner is requested to provide Arnheim and Neely a copy of their unit's key so there is a complete set available in case of an emergency.
3. Water, heating and sewage fees are paid by the monthly condo fees. The largest component of our condo fees is the cost of our building's gas.
4. Monthly condo fees for units with gas ovens/ranges (units B1, B2, 3 & 7) are increased by \$10 to cover the gas used by those units.
5. Each owner is responsible for mailing (or arranging for electronic payment of) their condo fee to Arnheim and Neely (check made out to 400 S. Highland Avenue Association) on the first of the month. Late fees apply when condo or move-in and move-out fees are not received by the 10th of the month. A fee of \$20 is charged if the condo fee is received after the 10th of the month and increased to a late fee of \$50 if the fee is more than 60 days late (these fees apply for each month with late payment).

BY-LAWS AMENDMENTS APPROVED BY A MAJORITY OF OWNERS SINCE THE CREATION OF THE ORIGINAL BY-LAW DOCUMENT

All rules and regulations listed in the September 1987 Public Offering Statement provided to all owners apply with changes as indicated below:

2003

Fireplaces

- If you have a fireplace, it may ONLY be used under the following conditions:
 - 1 – It must be brought up to the City of Pittsburgh Fire Code with proof of Code provided to the Association's management company – **NOTE: There are currently only two units (#7 and #8) with fireplaces that meet Code. Use of any other fireplaces in our building creates a fire hazard.**

2 – Chimneys meeting the code (#7 and #8) must be inspected biannually and cleaned if indicated after the inspection. The inspection report (and cleaning documentation if recommended in the report) must be submitted to the Association's management company by December 31 every other year.

Move-in Fee

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

Condo Reserve

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

Hardwood Floors

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

OCTOBER 2004

Limitation on non-owner occupied units:

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

OCTOBER 2005

Limitation of Use of 'For Sale' signs:

- 'For Sale' signs placed by owners or real estate agencies shall not be permitted on the premises except when a majority of the members of the Homeowners Association approve the placement of such a sign on the premises for a period not to exceed 90 days. The owner of the unit must contact each owner to seek written permission to display the sign. Once the majority vote is secured in writing, the consents should be given to a member of the Board.

OCTOBER 2007

No Smoking

The following was approved by the consent of the majority of the Owners of 400 South Highland Avenue Condo Association in October 2007.

WHEREAS, the Declaration of Condominium set forth certain restrictions in the Rules and Reg, Section A, Paragraphs 16, 17, and 18, which restrictions are amended hereby.

NOW THEREFORE, the Declarant, with the consent of the majority of current Unit Owners, does hereby amend the Declaration of Condominium in accordance herewith.

1. Section A, Paragraphs 16, 17, and 18 are hereby amended to read as follows:

“16. Smoking is not permitted in any of the Units or interior Common Elements of the property known as 400 South Highland Avenue.

17. These Rules and Regulations are adopted pursuant to the Declaration of Condominium and By-Laws and may be enforced in accordance with those documents.

18. The Executive Board reserves the right to amend these Rules and Regulations as may be required from time to time.”

WHEREAS, the Declaration of Condominium set forth certain remedies in the By-Laws, Article VI, Section 6.1 b., which remedies are amended hereby.

NOW THEREFORE, the Declarant, with the consent of the majority of current Unit Owners, does hereby amend the Declaration of Condominium in accordance herewith.

2. Article VI, Section 6.1 b., is hereby amended to read as follows:

“b. Costs and Attorney's Fees. In any proceedings arising out of any alleged default or violation by Unit Owners, lessees, subleetees, and occupants of the Units and of the Common Elements and their agents, employees and invitees, the Association shall be entitled to recover the costs of such proceedings, including

but not limited to litigation expenses, court costs, fines, and attorney's fees from the Unit Owner responsible for the default or violation.

ADDITIONAL AMENDMENTS TO RULES AND REGULATIONS APPROVED BY THE CONDO BOARD OF DIRECTORS SINCE THE CREATION OF THE ORIGINAL DOCUMENT SETTING FORTH RULES AND REGULATIONS

All rules and regulations listed in the September 1987 Public Offering Statement provided to all owners apply with changes as indicated below:

AUGUST 2007

Procedure for addressing violations of the Rules and Regulations of 400 South Highland Avenue Condominium Association

- WHEREAS, the following procedure has been approved by the Executive Board as of the 17th day of September, 2007 by the 400 SOUTH HIGHLAND AVENUE CONDOMINIUM ASSOCIATION EXECUTIVE BOARD and shall be followed in accordance herewith.

- **Definitions:**

Violator – The term “violator” contained herein shall be construed to mean the Unit Owner of the unit in which the violation occurred. Each Unit Owner is solely responsible for the actions of his lessees, subletees, occupants, agents, employees and invitees in their individual units as well as the Common Elements. (Pursuant to Article VI, Paragraph 6.1 of the DECLARATION OF CONDOMINIUM.)

- **Procedure:**

All violations shall be reported to a member of the Executive Board, whereupon the Executive Board shall determine whether there is in fact a violation. In the instance that the Executive Board determines that a violation has not occurred, the complaint shall be dismissed. In the instance that the Executive Board determines that a violation has occurred, the violator shall receive notice in the form of a warning. If the violation persists, the violator shall receive a second notice and a fine assessed at \$ 250. A third and final notice shall be sent, assessing a second fine of \$250. In the event these fines are not paid by the due dates set forth in the respective notices of violation, a civil suit shall be filed against the violator to enforce payment. If necessary, criminal action may be taken as well. This action includes, but is not limited to, seeking to enjoin the violator from continuing to violate the By-Laws and Rules and Regulations of 400 SOUTH HIGHLAND AVENUE CONDOMINIUM ASSOCIATION. Additionally, the violator shall pay all attorney's fees and court costs associated with the violation and procedures described herein. (Pursuant to Article VI, Paragraph 6.1 of the DECLARATION OF CONDOMINIUM.)

DECEMBER 2007

Revisions to the outside of the building

- Any owner wishing to make a change affecting the outside of the building must first get the approval of the Association's Board of Directors.

AUGUST 2010 Resolution

Electric powered or natural gas/bio-fuel cars

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

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

Additionally, the Board will not permit the storage of any compressed natural gas or bio-fuels anywhere on or within the Association's property.

This resolution was adopted on this 7th day of August 2010, with an immediate effective date. All unit owners of record at the time this Resolution was adopted were given a copy of this action. This Resolution should be retained with your set of governing documents, policies, procedures, House Rules and other Resolutions pertinent to the operation of this Association.

April 2013

AMENDMENT TO DECLARATION OF CONDOMINIUM 400 SOUTH HIGHLAND AVENUE CONDOMINIUM PITTSBURGH, PA 15206

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM is being made as of the ___ day of April, 2013, by 400 SOUTH HIGHLAND AVENUE CONDOMINIUM

ASSOCIATION, a business corporation organized under the laws of the Commonwealth of Pennsylvania, and having a place of business at 400 South Highland Avenue, Pittsburgh, PA 15206, for the purposes hereinafter set forth.

WHEREAS, the Declaration of Condominium for 400 South Highland Avenue Condominium was dated September 1, 1987, and recorded in the office of the Recorder of Deeds for Allegheny County, Pennsylvania.

WHEREAS, the Declaration of Condominium set forth certain maintenance responsibilities in Article II, Section 2.4, which responsibilities are amended hereby.

NOW THEREFORE, the Declarant, with the consent of the majority of current Unit Owners, does hereby amend the Declaration of Condominium in accordance herewith.

1. Section 2.4 currently reads as follows:

“Section 2.4. All costs of maintenance and repair (including structural problems as defined by a qualified expert) of Limited Common Elements shall be the responsibility of the owners of said Limited Common Elements, but structural changes and/or repairs shall be approved and supervised by the Association.”

Section 2.4 is hereby changed to read as follows:

“Section 2.4. All costs of maintenance and repair (excluding structural problems as defined by a qualified expert) of Limited Common Elements shall be the responsibility of the owners of said Limited Common Elements, and structural changes and/or repairs of said Limited Common Elements shall be approved and supervised by the Association. Structural repairs or replacements of all Limited Common Elements shall be the responsibility of the Association.”

WHEREAS, the Declaration of Condominium sets forth certain responsibilities By the Unit Owner in the By-Laws. Subject to the consent as set forth below, Article VIII, Section 8.2.c is hereby added to the By-Laws of Section 8.2, following Section 8.2.b.

NOW THEREFORE, the Declarant, with the consent of the majority of current Unit Owners, does hereby amend the Declaration of Condominium in accordance herewith.

2. Article VIII, Section 8.2, is hereby expanded to read as follows:

“c. Each and every Unit Owner will have a working photosensitive smoke alarm in their Unit. The Association shall provide each Unit Owner with a photosensitive smoke alarm at the Association’s cost. The Unit Owner will be responsible for the installation and maintenance of the working photosensitive smoke alarm, including, if not powered by an electrical outlet, keeping a working battery in such alarm at all times.”

WHEREAS, the Declaration of Condominium sets forth certain restrictions in the form of Rules and Regulations applicable to residents of Association Units. Subject to the consent as set forth below, Section C, Paragraph Number 1(b), is hereby added to the Rules and Regulations of Section C. PETS:

NOW THEREFORE, the Declarant, with the consent of the majority of current Unit Owners, does hereby amend the Declaration of Condominium in accordance herewith.

3. Rules and Regulations, Section C, Paragraph Number 1, shall be renumbered Paragraph Number 1(a), and Paragraph Number 1(b), is hereby added to read as follows:

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

EXCEPT as set forth herein, the Declaration of Condominium for 400 South Highland Avenue Condominium Association shall remain in full force and effect, unchanged and unaltered hereby.

Having received the consent and agreement of the owners of more than fifty percent of the aggregate Percentage Interests in the Condominium, this Amendment to Declaration of Condominium, Bylaws and the Rules and Regulations for 400 South Highland Avenue Condominium Association became effective as of the 30th day of April 2013.

February 2015

On or about this 15th day of February, 2015, by and through a majority vote of Unit Owners, Article III, section 3.1 of the By-Laws of 400 South Highland Avenue Condominium Association concerning the number and qualifications of members of the Executive Board are hereby amended to read as follows:

3.1. Number and Qualification. The Executive Board shall govern the affairs of the Association. The Executive Board shall be composed of no less than three (3) nor more than five (5) natural persons. Members of the Executive Board must be one of the following: a Unit Owner residing in the building; or a spouse of a Unit Owner, both of whom reside in the building. No more than one person residing in any single unit shall be eligible to be a member of the Executive Board at a time.

January 2018

On or about the 11th day of January, 2018, by and through a majority vote of Unit Owners, Part 1a. of Section D of the Rules and Regulations of 400 South Highland Avenue Condominium Association concerning owners renting to others was amended to define 'Owner-Occupied' as follows:

Whenever the percent of condo units that are occupied by owners is less than 70% (10 out of 14 units), then new owners are not permitted to rent their unit to others. The unit is Owner-Occupied if it is occupied by the owner or the owner's spouse, children, stepchildren or parent.