

**Dithridge House  
House Rules**

**TABLE OF CONTENTS**

	<b>Page No.</b>
<b>Article I - General</b> .....	<b>2</b>
<b>Article II – Definitions</b> .....	<b>2</b>
<b>Article III - Exterior of Building</b> .....	<b>3</b>
<b>Article IV - Common Areas</b> .....	<b>4</b>
<b>Article V - Restriction of Distribution of Keys and Prohibition of “Open House” and “Garage Sales</b> .....	<b>5</b>
<b>Article VI – Moving</b> .....	<b>7</b>
<b>Article VII - Personal Property</b> .....	<b>8</b>
<b>Article VIII - Workers – Deliveries</b> .....	<b>9</b>
<b>Article IX - Repairs and Alterations</b> .....	<b>11</b>
<b>Article X - Garage and Parking</b> .....	<b>13</b>
<b>Article XI – Mail</b> .....	<b>16</b>
<b>Article XII - Recreation Areas</b> .....	<b>17</b>
<b>Article XIII - Guest Rooms and Party Room</b> .....	<b>19</b>
<b>Article XIV – Meeting Room</b> .....	<b>20</b>
<b>Article XV - Complaints – Suggestions</b> .....	<b>20</b>
<b>Article XVI - Laundry Room and Trash Disposal</b> .....	<b>21</b>
<b>Article XVII - Kerosene Heater Prohibition</b> .....	<b>21</b>
<b>Article XVIII – Responsibility</b> .....	<b>21</b>

## **Article I**

### **General**

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

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

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

## **Article II**

### **Definitions**

For purposes of these rules only the following definitions shall apply:

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

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

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

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

Guest - an invitee of resident or owner.

Manager - a person or other entity conducting the affairs of the Condominium and the

Association, having been designated by and subject to direction and supervision of the Board of Directors.

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

Unit - a residential apartment in the Condominium building.

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

Unit Owner - the owner of a unit as the same appears in the Dept. of Real Estate in and for Allegheny County, Pennsylvania.

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

### **Article III**

#### **Exterior of Building**

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

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

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

Section 4. Nothing shall be permitted to hang, fall, be thrown or shaken from any door,

window of the building or unit, or balcony of the unit.

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

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

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

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

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

## **Article IV**

### **Common Areas**

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

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

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

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

Section 5. There shall be no smoking at any time in any of the indoor Common Areas of the building.

**Article V**

**Restriction on Distribution of Keys and Prohibition of**

**“Open House” and “Garage Sales”**

**Keys**

Section 1. Only one main entry key and one gym and swimming pool key will be given to each permanent resident owner or tenant of the condominium, except resident children under the age of fifteen.

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

Section 2. Only one additional main entry key per resident unit will be given for use by a non-resident, who is an adult person and who resides within a twenty-mile radius of the condominium and only if the resident owner or tenant executes an application form and makes a payment of a deposit of \$100.00. The gym and swimming pool key may be replaced for a \$50.00 deposit. The Board of Directors may in its discretion permit the issuance of more than one key where special circumstances warrant such action.

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

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

Section 5. Lost Keys.

a. Non-resident possession of keys issued pursuant to Section (2) hereof:

(i) Lost key will not be replaced.

b. Resident owner/tenant and resident children:

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

(1) the date, time, and place of the loss being discovered

(2) the circumstances surrounding the loss

(3) the nature and extent of the search made for the key,

(4) that the replacement key will not be used by household help or a non-resident

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

c. There will be a \$100.00 non-refundable charge for the replacement of a lost main entry key except upon return of the lost key. The charge for a gym and swimming pool key is \$50.00.

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

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

## **Article VI**

### **Moving**

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

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

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

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

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

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

Section 7. A \$200.00 non-refundable fee in cash or by check, made payable to “Dithridge House Escrow Account”, must be made by the persons moving in or out and delivered to the Management Office prior to the move commencing. Management will inspect the public areas in the presence of the resident moving in or out or his or her designee to determine in advance the condition of the public area which will be involved in the moving. Any defects are to be recorded on a form provided by Management. The same procedure is to be followed upon completion of the moving. If damage occurs in excess of \$200.00, the resident is responsible for these costs.

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



## **Article VII**

### **Personal Property**

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

a. Grocery carts, dollies and luggage carrier may be used at any time without written permission but must be returned to the garage immediately after use and are not to be left in the resident apartments, hallways or elevator.

b. Grocery carts, dollies and luggage carriers are for use only within the property of the condominium and under no circumstances are to be used or removed therefrom.

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

## **Article VIII**

### **Workers - Deliveries**

#### **I. Workers**

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

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

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

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

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

- a. Except for regular household workers, the garage attendant will first call the unit resident upon the arrival of the worker for permission to admit the worker, unless permission has been granted in advance; absent permission, the worker will not be permitted in or on the property or unit.
- b. For regular household workers, the unit resident shall file a letter with the Association that such worker may enter whether or not the unit resident is in the unit. Absent such letter, such worker will not be permitted entry without telephone confirmation.

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

## II. Deliveries

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

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

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

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

## III. Admission of Non-Residents

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

## **ARTICLE IX**

### **Repairs and Alterations**

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

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

## Permit.

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

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

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

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

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

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

## **Article X**

### **Garage and Parking**

#### **A. Inside Garage**

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

Section 2. Each resident unit owner shall be entitled to only one parking space for one automobile.

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

Section 4. Only one additional parking space in the garage may be assigned by the Association to a resident as such space becomes available. The assignment shall be made in order of the date of request by a resident unit owner.

Section 5. The single parking space to which a resident unit owner is entitled may not be sold, assigned, transferred, leased, loaned, etc., by a resident unit owner to any person, at any time.

Section 6. If a resident unit owner does not have an automobile, such space shall be deemed "available additional space" which may be assigned by the Association to another resident unit owner at the prevailing rental rate, accruing to the Dithridge House Association account. However, if the resident unit owner acquires an automobile, then space will be provided for that owner or resident.

Section 7. Each automobile having use of a space in the garage shall be identified by a tag provided by the Association. The tag shall be placed on the back of the inside rearview mirror.

Section 8. The identifying tag shall be issued only by the Association and is not transferable; in the event the automobile bearing the tag is disposed of by the resident unit owner

and replaced by another automobile, upon satisfactory proof thereof, the Association will issue another identifying tag for the replacement vehicle and the previous tag cancelled.

Section 9. Automobiles not bearing the appropriate identifying tag for the use of a parking space will not be permitted in the garage. If a vehicle is already parked in the garage without a current identifying tag and is not removed within twenty-four hours upon written request from the Association, then the Association shall contract with a towing service to have the automobile removed without liability to the owner or user of the automobile. All costs for the removal of such automobile will be charged to and collected from the owner or user of such automobile.

Section 10. Automobiles upon entering the garage shall turn right in accordance with the arrows that designate the traffic pattern.

Section 11. All vehicles parked in the Dithridge House garage must be operational and must have a current license and registration, state inspection, and insurance. Failure to conform may necessitate removal of the vehicle at the owner's expense.

#### B. Keys to Automobiles

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

#### C. Parking

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

require priority service such as physicians or the handicapped.

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

D. Insurance

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

E. Registration

Section 1. Prior to assignment of space and issuance of an identification tag permitting parking in the garage, each resident unit owner or lessee must file with the Association the year, make, model and serial number of the motor vehicle, the name and address of the registered owner and the license number, and the name of any person authorized to drive the car.

F. Garage Door Openers

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

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

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

from time to time.

G. Parking - Front Area

Section 1. The front area of the premises is for parking by guests of the unit residents.

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

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

H. Ticketing or Towing of Illegally Parked Vehicles

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

**Article XI**

**Mail**

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

Section 2. If the unit resident continues to have the mail delivered during his/her absence



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

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

## **Article XII**

### **Recreation Areas**

#### **A. Swimming Pool**

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

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

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

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

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

- a. Before entering the pool, all persons must shower.
- b. No diving or jumping into the pool is permitted nor running or playing in the pool area.
- c. No food or beverages are permitted in the pool or pool area.
- d. No pets of any kind are to be taken into the pool area at any time.
- e. Upon leaving the pool and before entering the Common Areas, all persons, if not fully dressed, must be dry and wearing a robe and footwear.

- f. No one may walk along the restricted narrow ledge.
- g. Such additional rules as the Board may adopt and post from time to time.

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

**B. Exercise Rooms**

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

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

**C. Patio Area**

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

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

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

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

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

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

**Article XIII**

**Guest Rooms and Party Room**

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

made therefore.

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

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

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

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

Section 6. Guest room reservations will not be made more than ninety (90) days prior to the requested date.

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

Section 8. Party room reservations will not be made more than nine (9) months prior to the requested date. The unit resident using the party room is responsible for the cleaning out of debris and removing personal property immediately after use.

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

Section 10. Guest rooms must be vacated by 12:00 P.M. or an additional day's room fee will be charged.

## **Article XIV**

### **Meeting Room**

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

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

## **Article XV**

### **Complaints - Suggestions**

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

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

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

- A. The Board of Directors shall consider each complaint or suggestion submitted as aforesaid and the Manager shall notify the person(s) making the complaint or suggestion in writing of the action of the Board.
- B. In the event the person making the complaint or suggestion is not satisfied with

the disposition made by the Board, such person may bring the matter before the unit owners at their regular meeting (s) or a special meeting.

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

## **Article XVI**

### **Laundry Room and Trash Disposal**

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

## **Article XVII**

### **Kerosene Heater Prohibition**

The use of kerosene heaters or heaters fueled by oil or any flammable oil substitute is prohibited. Storage of kerosene and similar fuels in either units or Common Areas is also prohibited.

## **Article XVIII**

### **Responsibility**

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

Section 2. The unit resident permitting a family member, employee or guest to come upon the Property, whether in compliance with or in violation of the House Rules, will be liable

for any damage to persons or to the Common Areas and property, real or personal, caused by or resulting from their being within and on the Property and for any injury or damage to the person or property of the family member, employee and/or guest.

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

08/10

