

## ELLSWORTH MEWS CONDOMINIUM TOWNHOMES

### RULES AND REGULATIONS

The Executive Board of Ellsworth Mews Condominium Townhomes Association (the "Mews") has adopted the following Rules and Regulations in accordance with Article V, Section 3(a) of the By-Laws of the Mews, as amended.

#### A. General

1. In accordance with Article X, Section I of the Bylaws, the condominium is for residential use and limited to families as defined as (i) an individual or (ii) two or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or (3) not more than two (2) unrelated persons living together as a single housekeeping unit.  
*Fine for violation: \$25.00 per day per unauthorized person for the first month; \$50.00 per day per unauthorized person for the second month; and \$75.00 per day per unauthorized person for the third month and thereafter.*
2. Common Elements. The unit owner may not shake or drop any carpet, rug or any other article from any window, door, loft, mezzanine, deck or balcony. The Unit Owner may not sweep or throw any dirt or other substance into or on any of the Common Elements or Limited Common Elements.  
*Fine for violation: \$10.00 per occurrence*
3. Courtesy. The Unit owner may not make or permit any disturbing noises, any objectionable odors, or any other disturbances of any kind or at any time which might unduly interfere with right, comfort or convenience of other Unit Owners. No construction or repair work or other installation involving noise shall be conducted in any Unit except between the hours of 8:00 a.m. and 5:00 p.m.  
*Fine for violation: \$25.00 per occurrence*
4. Residential Purposes. The Unit shall be used only for residential purposes. The Unit Owner may not commit or permit to be committed any act which conflicts with any applicable law,

regulation or ordinance of any governmental body or agency, either in or about the Mews. The Unit Owner may not use the Unit for any disorderly, unlawful and/or immoral purpose or permit any such use.

*Fine for violation: \$50.00 per occurrence/day*

5. Storage Contents. The Unit Owner may not bring into or keep any gasoline, paint, chemicals or other explosive, flammable or obnoxious substances (other than normal household items in appropriate and safe containers) in the Unit.

*Fine for violation: \$25.00 per occurrence/day*

6. Musical Instruments and Equipment No radio, television, stereo and/or musical instruments will be played in such a manner or at such times as might unreasonably disturb other Unit Owners. The Unit Owner may not conduct any vocal or instrumental instruction in the Mews without the prior written consent of the Executive Board.

*Fine for violation: \$25.00 per occurrence*

7. Deliveries and Moves: The cost of repairing any damage to the Mews caused by the moving and- carrying of articles on behalf of the Unit Owner will be paid by the Unit Owner.

8. Observance of Fire Laws. The Unit Owner will not do anything in or about the Mews which would tend to increase the risk of fire or rate of fire insurance or which would conflict with the laws and regulations of the local fire department or with any insurance policy relating to the Mews or which would in any way conflict with any law, ordinance, rule or regulation affecting the occupancy and use of the Mews which has been or may hereafter be adopted by any public authority or by the Board of Fire Underwriters.

*Fine for violation: \$50.00 per occurrence/day*

9. Appliances. No Unit Owner or occupant shall overload the electrical wiring in his or her Unit or operate any machinery, appliance; accessories, or equipment in such a manner as to cause, in the judgment of the Executive Board, any unreasonable disturbance, or make any alterations to or connections with the heating or air conditioning or plumbing systems Without the prior written consent of the Executive Board.

*Fine for violation: \$25.00 per occurrence/day*

10. Repairs. Only workmen hired by the Executive Board will be permitted

to make any repairs or alterations to the Common Elements excluding the Limited Common Elements. The Unit Owner will not cause any unnecessary labor or expense for the condominium association of the Mews or any other Unit Owner by reason of carelessness and indifference to the preservation of safety, good order and cleanliness, in or about the Mews.

*Fine for violation: Cost of labor or expense plus \$25.00 per occurrence/day*

11. Damaging or Defacing Property. The Unit Owner will be fully responsible for the cost of repair and/or replacement if the Unit Owner in any way damages or defaces any part of the Common Elements or permits such damage or defacement to occur.

*Fine for violation: Cost of repair and/or replacement plus \$25.00 per occurrence/day*

12. No Solicitation. Solicitation in the Mews by any person is prohibited.

13. Open House. The Unit Owner may not conduct an "open house" to sell household goods or other personal property.

*Fine for violation: \$25.00 per occurrence*

14. Observance of Rules: Unit Owner will be responsible for requiring all of the members of his or her family and all of their servants, agents and guests to comply fully with these Rules and Regulations. The Unit Owner will not permit any such person to violate any one or more of these Rules and Regulations at any time. Neither the other Unit Owners nor the Executive Board will be responsible for any non-observance of Rules and Regulations on the part of any Unit Owners. These Rules and Regulations shall apply equally to tenants under any Unit Owner(s) and for such purposes shall be construed as if the tenant were a Unit Owner.

15. Amendments and Additions. The Council reserves the right to rescind, add to or otherwise change any one or more of the foregoing Rules and Regulations at any time and from time to time as the Executive Board may deem necessary or appropriate to promote the safety, care and/or cleanliness of the Mews or to secure or increase the comfort and convenience of all of the Unit Owners, and/or to provide for the proper management of the Mews. The Unit Owner further agrees to accept every rescission, addition or change within the scope of the preceding sentence as binding upon him or her and his or her family, guests or invitees.

16. Leasing of Units. Leasing of the Units is permitted only under the following conditions. Authorization for leasing must be given by the Executive Board prior to leasing the Unit and such authorization will be granted on a first-come-first-served basis, and only after compliance with the conditions set forth below. Failure to comply with all of the conditions below may subject a Unit Owner to fines as set forth below.

- a. No more than two (2) Units may be leased at a time.
- b. The Unit Owner must provide a copy of the lease to the Executive Board prior to possession of the Unit by a tenant.
- c. No subletting of a Unit is permitted.
- d. Prior to taking possession of the Unit, the tenant must agree, either in the lease or by separate written agreement, to abide by the terms of the Legislation, the Declaration, the By-Laws and the Rules of the Association to the same extent as a Unit Owner.
- e. All leases must be for a minimum term of six (6) months and a maximum of eighteen (18) months. No short term leases (such as Air B&B), month-to-month lease extensions or other periodic leases are permitted.
- f. A Unit may only be rented once in a five (5) year time period.

*Fine for violations (each violation of a rule may result in a separate fine):  
For failure to obtain prior authorization of the Executive Board and for violations of Rules 16.a, c and e: First month of violation: \$100; Second month of violation: \$200; Third month of violation and thereafter: \$500 per month.*

*For violations of Rules 16.b and d:*

*First month of violation: \$25; Second month of violation: \$100; Third month of violation and thereafter: \$250 per month.*

## B. Architectural & Exterior Guidelines

1. Awning, Radio and TV Antenna. No awning, canopy, covering or television, CB or radio antenna may be installed outside of any Unit or upon the Common Elements or Limited Common Elements.  
*Fine for violation: \$25.00 per occurrence*
2. Satellite Dishes. Satellite dishes and antennas permitted under the Telecommunications Act are permitted to be installed according to the

provisions of said act. Notification to the management office is required for such installations.

*Fine for violation: \$25.00 per occurrence*

3. Name Placement. The Unit Owner may not exhibit his or her name anywhere except in the place provided for that purpose by the Executive Board.

*Fine for violation: \$25.00 per occurrence*

4. No Advertising. The Unit Owner may not place any sign or advertising notice on any door, window or other part of the Unit.

*Fine for violation: \$25.00 per occurrence*

5. Disposing of Garbage. The Unit Owner will dispose of all garbage and other refuse and/or waste matter in such place(s) and in such manner as the Executive Board may direct. Garbage must be securely bagged and sorted in accordance with City of Pittsburgh regulations.

*Fine for violation: \$50.00 per occurrence*

6. Common Areas. Individual unit owners must make application to the association/ management office before placing items or changing items in the common area surrounding the buildings.

*Fine for violation: \$25.00 per occurrence*

7. Trash/Recycling. Trash and recycling containers must be stored indoors. They may not be placed at the curb for pick-up before sundown the night before collection and must be retrieved the day of collection.

*Fine for violation: \$25.00 per occurrence*

8. Exterior Displays. Nothing shall be caused or permitted to be hung or displayed on the outside of windows/sills or placed on the outside walls or surfaces of a building/unit except as provided herein

*Fine for violation: \$25.00 per occurrence/day*

9. Flags. Flags are permitted to be installed on the brick surface of the front of the unit, limited to one (1) flag per unit. Flags displayed which are deemed objectionable, in bad taste, offensive in nature, etc., at the sole discretion of the Executive Board shall not be permitted. In the event of conflict, the decision of the Executive Board shall be final.

*Fine for violation: \$25.00 per occurrence*

10. Lighting. No lighting that is affixed to the exterior walls shall be changed in any manner. No additional lighting may be affixed or placed upon the roof,

exterior walls, walkways or patios unless approved by the Executive Board.

*Fine for violation: \$25.00 per occurrence*

### C. Parking/Traffic Rules

1. Ingress and Egress. The roads, drives, driveways, parking area, sidewalks, entries, courts, and passages may not be obstructed or littered. Nor may they be used as play or recreation areas for children or adults, or for any purpose other than ingress and egress, except for areas specifically designated as recreation areas by the Executive Board.

*Fine for violation: \$25.00 per occurrence*

2. Vehicle Parking. The Unit Owner may not park any automobile or other vehicle in any place prohibited by law or where a "No Parking" sign is displayed. The Unit Owner may not park any automobile or other vehicle, in any area or space except those specifically designated for that purpose by the Executive Board.

*Fine for violation: \$25.00 per occurrence*

3. Parking Areas. Parking Areas are for vehicle use only.

*Fine for violation: \$25.00 per occurrence*

4. Vehicle Damage. The Executive Board will not be responsible for loss or damage to vehicles or their contents from any cause whatsoever.

5. Vehicle Registration/Inspection. All motor vehicles on either the limited common elements or on the common elements shall display current license tags and current inspection stickers.

*Fine for violation: \$25.00 per occurrence and subject to being towed at owners expense*

6. Vehicle Storage. No vehicle may be stored on the limited common elements or the common elements (or in driveways), including trailers, campers, boats, etc.

*Fine for violation: \$25.00 per occurrence/day*

7. No car repair shall be permitted on either the limited common elements or the common elements which would last longer than twenty- four (24) hours.

*Fine for violation: \$25.00 per occurrence*

#### D. Pet Rules

1. Permitted Pets. No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised or bred in any unit or on the property, except that dogs and cats are permitted to be kept as pets or bona fide service animal only. The burden of proof that an animal is a service animal is on the Unit Owner claiming the status. Other pets may be permitted upon approval of the Executive Board.

*Fine for violation: \$25.00 per occurrence*

2. Leashes. All pets must be leashed and accompanied by their owner or custodian at all times when outside the unit.

*Fine for violation: \$25.00 per occurrence*

3. Pet Discharge. Discharges by pets anywhere on the property must be cleaned up immediately by the pet owner and disposed of properly

*Fine for violation: \$25.00 per occurrence*

4. Pet Noise. Residents shall not allow their pets to persistently create noise (barking etc.) which can be heard by other residents.

*Fine for violation: \$25.00 per occurrence*

5. Number of Pets in Unit. No more than two (2) pets total may be kept in any unit.

*Fine for violation: \$25.00 per occurrence per day*

#### E. Administration of the Rules.

1. In the event a Unit Owner observes an apparent violation of these Rules, the Unit Owner may file a complaint with the Executive Board.

2. The Executive Board will investigate, and if it determines in its reasonable judgment that a violation occurred, it may initiate action which it deems appropriate, considering the seriousness of the violation and whether the violation was a single instance or an ongoing or repeated activity.

3. If the violation was a single instance, the Board may impose either a warning or a fine.

4. If the violation is ongoing or repeated, the Board may issue a warning

or a fine or initiate legal action to enjoin the violation, or a combination of any or all of these remedies.

5. A Unit Owner may appeal the action of the Board by filing an appeal with the Executive Board within thirty (30) days after the earlier date on which the Board action is imposed in writing or the Unit Owner is billed for a fine.
6. Such appeal shall contain a statement of facts demonstrating why the imposition of such fine was in error.
7. Any Unit Owner may file a statement in support of or in opposition to the appellant.
8. The Executive Board will review the appeal and make a determination in its sole discretion. An appellant may request a hearing, but the Executive Board may decline such hearing in its sole discretion.
9. Any appeal seeking the repeal of the Rule or Regulation which was violated, may at the discretion of the Executive Board, be decided by the Executive Board or deferred to the next meeting of the Unit Owners for resolution.

Adopted this 5<sup>th</sup> day of August, 2020