

# **Rules and Regulations of the Carlyle Condominium**

**Effective date: Jun 27, 2024**

Except as may be specifically defined herein, the terms herein shall have the same meanings as defined in the Declaration of Condominium of the property known as THE CARLYLE, a condominium created under and subject to the Pennsylvania Uniform Condominium Act. All present and future owners, mortgagees, lessees, and occupants of the units and of the common elements and their agents, employees, guests, and any other person, persons or entity who or which may use the facilities of the property are subject to and bound by these rules and all amendments thereof.

## **1) Definitions**

- a) "Association" is the Unit Owners' association of the Condominium which shall be known as the "THE CARLYLE CONDOMINIUM ASSOCIATION".
- b) "Building or "Buildings" refers to any building located on the property
- c) "Bylaws" means the bylaws of the Condominium Association,
- d) "Common Elements" are all areas of the property except areas within the units.
- e) "Declaration" is the Declaration of Condominium, as the same may be amended from time to time.
- f) "Executive Board" is the Executive Board of the Association.
- g) "Limited Common Element" are any portions of the Common Elements which are (a) described as such in the Act, and/or (b) identified as such in the Declaration, and/or (c) Identified as such in the Plats and Plans.
- h) "Unit" is a unit as described in the Declaration and shown in the Plats and Plans.

## **2) General**

- a) Compliance with the rules and regulations, including tenant compliance, is the responsibility of the owner.
- b) These rules and regulations are adopted pursuant to the Declaration of the Condominium and the Bylaws and may be enforced in accordance with those documents.
- c) The Executive Board reserves the right to amend these rules and regulations as may be required from time to time, to ensure they are current and relevant. At a minimum, the board will review and update every 2 years.
- d) The Units and Common Elements (including Limited Common Elements) shall be used only for the purposes set forth in the declaration and bylaws.
- e) No resident shall make or permit unreasonable noises, either in common areas or from within their unit, that may disturb or disrupt any other units in the condominium.
- f) Unit Owners or occupants are responsible for any property damage caused by their families, pets or guests.

- g) Unit owners will be responsible for all damage to any other units or to the common elements resulting from a unit owner's failure or negligence to make any necessary repairs to their unit.
- h) Each unit owner is solely responsible for the proper care and maintenance of their unit including limited common elements. Maintenance of the common elements and structural repair of the Limited Common Elements is the responsibility of the Association, but is charged as a General Common Expense or a Limited Common Expense, as the Declaration provides.
- i) The Association shall not be liable for the loss, destruction, theft or damage of personal property placed on any Common or Limited Common Elements.
- j) No bicycle riding, skateboarding, or roller-skating is permitted inside the building .

**3) Aesthetics (please reference the Schedule of Violations and Penalties for non-compliance)**

- a) All personal property shall be stored within the units.
- b) Per the declaration, unit owners are not permitted to furnish or decorate common areas without the approval of the executive board. The board may approve exceptions to this rule if there is a unanimous, written agreement signed by all unit owners on a given floor and submitted to the management company. Failing an agreement, the board will have all items removed. Any approved furnishings or decorations should not impede the cleaning of the common areas.
- c) Only neutral-color (white, ivory, or creme or wood stain), blinds, drapes or linings that may be visible from the exterior of the building are permitted.
- d) Reasonable front door decorations are permitted provided they do not detract from the general appearance of the building. Holiday decorations must be removed within a reasonable time after the holiday.
- e) No other signs are permitted unless authorized by the Executive Board. An "Open House" sign may be displayed on the sidewalk in front of the building only on the day of an open house.
- f) Areas outside the unit shall be kept free of trash, trash cans, and debris.
- g) No radio or television antenna and/or satellite dish shall be erected or installed on the exterior walls of a Unit or on the Common Elements, including the roof, by any Unit Owner unless permitted by the Executive Board as mandated by law.

**4) Refuse and recycling (please reference the Schedule of Violations and Penalties for non-compliance)**

- a) Garbage and trash shall be placed in the trash chutes located on each floor. All trash must be bagged in plastic bags and tied shut. The bags should be no larger than 13 gallons and must fit into the chute opening without damaging the opening. Garbage and trash that cannot be bagged or are too large to fit into the chute opening must be taken to the sub-basement and placed in a trash tote.
  - i) Pizza boxes must be taken to the sub-basement and placed in a trash tote. Pizza boxes are not recyclable.
  - ii) Glass is not permitted in the trash chute due to their potential safety hazard. Discarded glass items must be placed in the separate container located inside each trash room designated specifically for glass containers.
- b) Any items that will not fit into the trash totes are the responsibility of the unit owner to remove from the building at their expense. This includes Christmas trees, furniture, appliances, etc.
- c) Nothing other than recycling bins, glass bins, and broken-down boxes are permitted in the trash rooms.
- d) Removal of all demolition and construction debris from the building is the responsibility of the owner at their cost. Such items may not be disposed of in the trash chute, placed in the trash room or in the sub-basement.
- e) Paint, batteries, and any other hazardous materials must be removed from the building by the owners and cannot be placed in the trash chute or trash totes.

**5) Safety (please reference the Schedule of Violations and Penalties for non-compliance)**

- a) Owners must provide access to their entry door to allow entry in case of emergency when absent from their property. If access has not been provided and an emergency requires entry into the unit, any damage to the door will be the owner's responsibility. Please provide a copy of your key or your door code to the management company.
- b) The hallways and entrances to the Units shall not be obstructed.
- c) No Unit Owner nor occupier shall store any explosives, or large quantities of flammable material or hazardous products within their Unit or storage unit.
- d) Keycards and FOBs will be activated and provided to new owners or tenants after proper forms are returned. Access via the Butterfly system to exterior and elevator doors will be provided to Unit Owners. All electronic key access provided to non-Unit Owners is at the discretion of the Unit Owner.

- e) Lost or stolen keycards and FOBs must be reported to the property management company immediately so they can be deactivated.
  - f) The transfer of keycards or FOBs to individuals not specifically authorized to use them is strictly forbidden.
  - g) Keycards, FOBs, and stairwell keys are to be turned in to the Association when the owner or tenant moves out.
  - h) Additional keycards and FOBs will be made available upon application for any Unit Owner/ Tenant's request and payment of applicable fees.
  - i) Unit owners will be held responsible for the actions of any person or persons they or their tenants permit to enter the building.
- 6) Structural (please reference the Schedule of Violations and Penalties for non-compliance)**
- a) No Common Elements shall be altered without the prior written consent of the Executive Board. This includes painting, flooring, and lighting.
  - b) No exterior changes or alterations, including painting, may be made to the Building unless approved by the Executive Board.
  - c) Unit owners may renovate and modify the interior of their units. Should renovations or modifications cause any damage to common building elements, the unit owners will be responsible for repairs.
  - d) Unit owners are required to obtain a certificate of insurance from their contractors. Failure to do so may result in the assumption of liability by the unit owner.
- 7) Use Restrictions (please reference the Schedule of Violations and Penalties for non-compliance)**
- a) Units are to be used as single-family units ONLY. See Section 5.1 (d) of the Declaration.
  - b) No business, industry, trade or occupation, excepting only limited activities as permitted by the City of Pittsburgh and state law and approved by the Executive Board, shall be conducted, maintained or permitted on any part of the property.
  - c) No animals of any kind may be raised, bred or kept in the Condominium except as stated under Section 9, "Pets".
  - d) No unit owner or occupier shall permit anything to be done or kept in their Unit or in the Common Elements that would violate any law, statute, ordinance or regulation of any governmental body.
- 8) Leasing (please reference the Schedule of Violations and Penalties for non-compliance)**

- a) A unit owner may lease or sublease their unit (but not less than the entire unit) at any time provided that;
  - i) No Unit may be leased or subleased for a period of less than six (6) months.
  - ii) A copy of the lease or sublease shall be furnished to the Executive Board within ten (10) days after execution of the lease.
  - iii) A breach of the Declaration, Bylaws, or Rules and Regulations or violation of the Act shall constitute a default under the lease or sublease.
  - iv) Owners are fully responsible for their tenant's adherence to the Declaration, Bylaws, these rules and regulations, and the Act.

**9) Pets (please reference the Schedule of Violations and Penalties for non-compliance)**

- a) Pets may be maintained in a unit so long as it or they are not a nuisance. Actions that will constitute a nuisance include, but are not limited to abnormal or unreasonable crying, barking, scratching, offensive hygiene or odor, an unreasonable number of pets or aggressive pet behavior; No pets may be maintained outside the Unit.
- b) No more than two dogs, two cats, or one dog and one cat is permitted to reside in a unit.
- c) Unit owners must comply with all ordinances of the City of Pittsburgh governing pets. As a reminder, this includes registration and inoculation. The Association may request proof of inoculation.
- d) Each unit owner shall indemnify and hold harmless the Association from any claims made as a result of the action of their (or their tenant's, guest's, etc.) pets.
- e) Pets must be leashed and accompanied by an adult at all times. Leashes may not exceed six (6) feet in length. No pet may be allowed outside a unit unattended.
- f) Unit Owners must protect the property of others from damage by their pets and will be liable for any damages they may cause.
- g) Unit Owners must promptly clean up their pets' droppings and urination in both the common areas and the exterior of the building with a sanitizing cleaner.
- h) The Association may require the permanent removal of any pet violating these rules upon written notice to the Unit Owner.

**10) Storage Lockers (please reference the Schedule of Violations and Penalties for non-compliance)**

- a) Storage lockers are designated for the storage of personal property belonging to the Unit Owners or tenants only.
- b) No Unit Owner shall store any explosives or large quantities of flammable materials or hazardous products, pets, or illegal substances within their storage locker.
- c) Unit Owners are permitted to lock the storage lockers with a key or padlock.
- d) No personal items are permitted outside storage units. Any items left in the common areas of the basement or sub-basement levels will be considered abandoned and removed at the unit owners' expense.
- e) Based on availability, an additional storage locker may be rented for \$50/mo
- f) Upon the sale of a condo unit, a resale certificate will not be issued until the homeowner has cleaned out their storage unit and either removed the lock or transferred the keys to the new homeowner.

**11) Activity Rooms (please reference the Schedule of Violations and Penalties for non-compliance)**

- a) The Fitness Center is for the use of owners and tenants at their own risk
  - i) After use, equipment must be wiped down with disinfectant wipes
- b) The fourth floor Gathering Room is for the use of owners, tenants, and their visitors when accompanied by owners or tenants.
  - i) The room must be cleared of any trash before you and/or your guests leave.
  - ii) The Gathering Room may be booked for private events up to 30 days in advance by submitting a request to the property management company
  - iii) No pets are allowed in the Gathering Room
- c) The mail room is for the use by the owners and tenants only for the delivery of mail and packages.
  - i) Large items (any package that does not fit on the provided shelving) must be removed within 7 days of delivery.
  - ii) All other packages must be removed within 14 days of delivery.
- d) The Mezzanine Theater Room is for the use of owners, tenants, and their visitors when accompanied by owners or tenants.

**12) Move In/Out (please reference the Schedule of Violations and Penalties for non-compliance)**

- a) Owners must provide 48 hour notice to the building's contracted management company before moving in or out.. Only the first reservation will be accepted as only one move per day can be accommodated.
- b) A move in/out fee of \$150 must be paid when making a move in/out reservation.
- c) Only the freight elevator 5 that has been blanketed and locked out for your use may be used for move in/move out purposes.
- d) An owner/tenant must be present in the lobby for security anytime the entrance door is propped or held open for bulk deliveries or move in/out.
- e) All moving boxes are the responsibility of the owner/tenant to remove from the building.
- f) Unit owners/tenants will be charged for any damage caused to elevators of common areas
- g) The building's contracted management company must be notified 48 hours in advance of any furniture and appliance deliveries so that they can reserve and lock the elevator as well as hang protective padding.

Category/Violation	First notice	Second Notice	Third Notice
Structural	Written notice of violation	\$100 fine after 30 days	After 60 days, the Association will hire a contractor and charge the owner
Aesthetics	Written notice of violation	Second notice after 15 days	After 30 days, the Association will hire a contractor and charge the owner
Trash/Recycling	Written notice of violation	\$100 fine on second notice	\$250 fine on third and all subsequent notices
Pets	Written notice of violation	\$50 fine on second notice	\$200 fine on third and all subsequent notices
Unfiled lease	Written notice of violation	\$50 fine on second notice after 30 days	\$100 per month for all subsequent months until the issue is resolved
Lease term violation (e.g., AirBnB)	Written notice of violation	\$250 fine on second notice	\$500 fine on third and all subsequent notices
Move in/out non-compliance	Written notice plus move in/out fee and a \$50 fine	N/A	N/A
Activity rooms	Written notice of violation	\$50 fine on second notice	\$100 fine all subsequent notices