

NORBERRY II CONDOMINIUM ASSOCIATION: GENERAL RULES AND REGULATIONS

1. No loud talking or unnecessary noise is permitted in the units, halls, or Common Elements. No owner, tenant, or guest is permitted to make loud noises or do anything that will interfere with the rights, enjoyment, peaceful possession, or comforts of another owner or tenant on the Common Elements, grounds, hallways, or in the individual units. This includes vocal or musical instruments, audio/visual devices, any activity and gatherings, and pet disturbances that would create an annoyance, nuisance, or disturbance to other owners and/or tenants.
2. Dog/Cat Policy
Current dog/cat owners will not be affected by the policy change. All existing owners will be grandfathered in regardless of whether they currently own a dog or cat. Any unit owner or resident with a dog or cat prior to the rule change may keep the current pet(s) or bring a dog or cat into their unit. Owners will be grandfathered in until the tenant vacates the unit or the unit owner transfer or sells the unit. From that point going forward there is a no dog or cat policy in that unit.
3. Between the hours of 10:00 P.M. and 9:00 A.M none of the following shall be operated:
 - Clothes washing machines
 - Dishwashing machines
 - Noisy exercise equipment
 - Loud-playing televisions, radios, stereos, or other musical instruments
 - Clothes dryers
4. In accordance with Cranberry Township Ordinance 73 (as amended), all dogs, cats, and/or other animals shall be prohibited from behaving in the following manner while in the units and/or while on the Common Elements of the premises: (1) causing damage and/or destruction to property; (2) emitting loud noises so as to disturb the peace and quiet of others; and (3) running at large. Moreover, in order to preserve the grounds for the use and enjoyment of all tenants and guests, all secretions of solid waste from such dogs, cats, and/or other animals shall be timely removed and properly disposed of by the owner. See Cranberry Township Code of Ordinances 2-101.
5. Owners and tenants shall not obstruct entries, halls, stairways, sidewalks, or any Common Elements.

6. Children are not permitted to play or loiter in the halls or stairways of the buildings. All toys, bicycles, etc., must be stored within the individual unit and not left in the Common Elements.
7. Trash must be disposed of in the dumpster located in the parking area. Owners and tenants are responsible for ensuring they deposit trash within the dumpster. Trash cannot be stored on decks.
8. No outside garbage or waste of any kind is to be brought in and dumped into the dumpsters.
9. No furniture is to be placed in or by the dumpsters. Owners and tenants are responsible to contact the garbage company to arrange a pick-up of furniture at their own cost.
10. Recycling bins by the trash are for bottles, cans, and plastics only, not cardboard, paper and garbage.
11. No alterations will be permitted to the patios or balconies without prior written permission of the Association. An Alteration Request must be submitted to management company.
12. Tenants motor vehicles parked in the parking area shall be limited to passenger cars, vans and pick-up trucks not to exceed 1/2-ton load capacity. Unauthorized vehicles will be towed from the Common Elements at the expense of the owner.
13. Only emergency vehicle repairs will be permitted on the Common Elements.
14. A security system is provided for the protection of all residents. Do not admit anyone you do not know or, who cannot provide valid identification and a valid reason for admittance, such as Utility Company or Service Company representatives. Ordinary general solicitation of residents, for whatever reason, is prohibited.
15. Do not leave any entrance doors propped open and unattended. Also make sure entrance doors close tightly upon entering or leaving the building.
16. Flammable materials are not to be stored in units or on the Common Elements.
17. Owners and tenants are not permitted to erect or construct anything on any of the Common Elements. This includes the placement of any objects in Common Elements such as picnic tables, chairs, etc. Exceptions must be approved by the Executive Board.

18. Only vehicles with current license plates and current inspection stickers shall be permitted on-site parking. All others will be towed at the owner's expense.
19. Each unit has been assigned two (2) designated parking spaces. Owners and tenants are required to use the assigned spaces. Guest parking is for guests only.
20. Owners and tenants are to park only in their own parking spaces.
21. Any utility service paid for by the Association, such as a water or electric is not for the personal use of unit owners, tenants or their guests.
22. Storage areas are not to be used for the storage of personal belongings and such belongings will be removed immediately and disposed of if discovered. Storage areas are to be used only for Association property.
23. Hanging laundry to dry on balconies is not permitted.
24. No smoking shall be permitted in the Common Elements, specifically the interior hallways and front and back entrances. Do not throw cigarette butts in the woodchips or leave your cigarette butts on the Common Elements including the parking lots.
25. Occupancy in units is limited to six (6) occupants in a three (3) bedroom unit and four (4) occupants in a two (2) bedroom unit.
26. The large dumpster, located at the rear of the parking area between the two Buildings, is provided for the use of the residents of the buildings. All deposits of garbage, and rubbish when the nature of it permits, should be in containers or bags securely tied. Do not leave garbage or rubbish on the ground outside the dumpster. Wooden crates and cartons should be broken up, knocked down flat and put into dumpster. Any large furniture items will need to be called into the trash removal company for pick-up and a note needs to be placed on the furniture stating the trash company has been called and the items will be picked up. (Vogel Disposal Service, Inc. 724-625-1511). All related charges for this service will be paid by the unit requesting the pick-up.
27. The appearance of the two condominium buildings and grounds surrounding them is important to all the residents. The Association will do what it can to keep them up, but it requires the cooperation of all the residents, both owners and tenants. Do not litter the grounds nor trample the grass.
28. The curb lane in front of each building is considered an emergency lane for the two buildings for the use of emergency vehicles only. Resident's vehicles shall not be left parked in these lanes.
29. All loading and unloading of furniture and other large items of personal property shall be done at the front entrance of the buildings where access is easy. When smaller items

are unloaded at the rear of Buildings, vehicles shall not drive over the rear sidewalks or grass.

30. The parking area is not to be used as a playground for children. The danger is great due to the constant entering and exiting of vehicles.
31. Due to the risk of fire to the wooden balconies, the use of charcoal fired, or gas fired cooking grills on the balconies is prohibited. Electric grills will be permitted on the units with balconies. Gas fired or electric grills will be permitted on the lower unit patios only and must be rolled out past the above balconies when in use. Charcoal grills are strictly prohibited everywhere in the building.

LEASING RULES AND REGULATIONS

1. No unit or part thereof shall be rented or used for transient or hotel purposes, which are defined as:
 - (a) rental under which occupants are provided customary hotel services such as room service and similar services;
 - (b) rental to roomers, transients or boarders;no lease may be of less than an entire Unit.
2. All lease agreements shall (1) be in writing and (2) be accompanied by a signed Norberry Two Lease Registration Form which provides, among other things, that the Norberry Two Rules and Regulations must be followed and that contact information for the owner and tenants is provided.
3. A copy of each new lease (at your discretion you may white out the references to the deposit and rental amounts) and the Norberry Two Rental Agreement Form must be signed by both the unit owner and all tenants and shall be furnished to the Management Company within fifteen (15) days after execution of a lease or renewal of a lease. Unit owners will be subject to a fine for their failure to provide the executed lease and the Rental Agreement Form within the time limit set forth above. All persons over the age of 18 residing at the unit at any time must sign the current lease or renewal of the lease.
4. A. Required Insurance - Owner occupied units. The Policy must comply with the following:
 1. Owner must maintain a form HO-6 Owners Policy or its equivalent.
 2. Policy must be rated AM BEST or higher.
 3. Personal liability coverage of a minimum of \$300,000.
 4. Loss assessment coverage of a minimum of \$25,000.

5. Real property coverage with limits not less than the value of the deductible on the property insurance policy carried by the Association. The policy must provide losses will be adjusted on a replacement cost basis.

B. Required Insurance - Non-owner-occupied units. The Policy must comply with the following:

1. The owner must maintain either a condominium dwelling fire policy or its equivalent or a commercial policy.
2. The insurance policy must have an AM BEST rating of A- or higher.
3. The policy shall include real property coverage with a coverage limit no less than the value of the deductible on the property insurance carried by the Association. The policy shall provide losses will be adjusted on a replacement cost basis.
4. The policy shall include personal liability coverage in an amount not less than \$500,000.
5. The policy shall include a loss assessment coverage in an amount not less than \$25,000.
6. The policy shall include coverage reimbursing the owner for lost rental income due to a covered loss in an amount not less than 6 times the monthly rental value of the property.

C. Tenants Insurance Requirements - The Policy must comply with the following:

1. The occupant of any unit that is neither the owner of the unit or a family member of the unit owner shall maintain a form **1-104 Tenant's Policy** or its equivalent. This requirement applies to any unit, regardless of whether the occupant pays rent to the owner of the unit or any other party in exchange for its occupancy.
2. The policy providing coverage shall have an AM BEST financial rating of A- or higher.
3. The policy shall include personal liability coverage in an amount not less than \$500,000.
4. The policy shall include a loss assessment coverage in an amount not less than \$25,000.
5. The policy shall include fire damage, legal liability coverage in an amount no less than \$100,000.

Note: Owners and occupants should consult with their own insurance advisor or agent regarding meeting these minimum requirements and should discuss whether additional insurance is required for their particular situation. Proof of insurance

shall be supplied to the Association or Management Company upon written request.

RULES ENFORCEMENT PROCEDURES

1. It is the intent of the Board to establish a uniform procedure for the Board to follow where they must take action relative to questions of compliance by owners and tenants with the provisions of the Association's Declaration, By-Laws, and Rules and Regulations (Documents).
2. This policy is to be used by the Board in all cases of alleged violations of the Documents. The Board must have documentation of the alleged violation. This documentation can be in the form of an e-mail, letter, or completed Norberry Two Rule Violation Form from any unit owner or a report from the management company representative. This documentation should state essentially the following:
 1. The nature of the violation
 2. The date and approximate time of the violation
 3. The approximate location of the violation
 4. The name and unit address, if available of the offending party
 5. The name and unit address of the person reporting the violation
 6. A statement verifying that the person reporting the violation actually observed the violation
3. The management representative will send a letter by regular mail to the offending party and Unit Owner describing the alleged violation, asking (1) that any such violation cease immediately and (2), if appropriate, that the Common Element that was damaged by the violation be restored.
4. If the violating party does not comply with the first letter and continues to violate the Documents, the Board or the management company shall cause to be sent to the offending party and the owner by regular mail a (1) written notice of the violation and a request that the violation cease, (2) a statement that a fine is or will be imposed on the owner, and the fine will increase per violation reported or upon continuing violation, (3) a statement that if the Owner wishes to appeal the fine, he/she must contact the management representative in writing, within ten (10) days from the date of the notice of violation, requesting a hearing before the Board. After a hearing, the Board may sustain the fine, reduce the fine or dismiss the fine, the Board's decision is final and will be mailed to the affected unit owner and tenant within 10 days of the hearing date.

5. Warnings and fines shall be assessed in the following order:

- 1st offense — warning
- 2nd offense - \$25.00 fine
- 3rd offense \$50.00 fine
- 4th offense - \$75.00 fine
- 5th offense \$100.00 fine

6. Each subsequent violation will be \$100.00 per occurrence, or the fines will be levied on a daily basis if the violation is ongoing and is not an isolated incident.

7. If any fines imposed under this policy are not paid within thirty (30) days of the mailing of the Board's decision to the owner, the matter may be referred to legal counsel for appropriate legal action. If the matter is referred to legal counsel, all reasonable attorneys' fees, interest, and costs incurred shall be assessed and collected against the unit Owner.

8. If any Tenant is in violation of the Declaration, the By-Laws and/or the Rules and Regulations (Legal Documents), the Association may bring an action in its own name and/or in the name of the owner of the unit to have the tenant evicted and/or to recover damages. The remedy provided by this section is not exclusive and is in addition to any other remedy or remedies that are available to the Association. The Association, in enforcing this section, shall be entitled from the owner all costs and attorneys' fees incurred. Said costs and fees shall be collected as assessments. The Association will not begin eviction proceedings unless and until a tenant violates the Association documents three or more times in any twelve-month period. The Association will give the tenant and the owner notice in writing of the nature and date of each violation of the documents. If a violation occurs for a third time in any consecutive twelve month period, and the owner does not bring an eviction action within 20 days of the last violation, the Association may bring an eviction action as provided for above, the Association may also bring an eviction action against the tenant if the owner does not pursue the eviction action in good faith to a final judgment, the term tenant includes the tenant, their spouse, family members, guest and invitees. The owner by this provision is granting the Association a Power of Attorney to act on the owner's behalf in enforcing the above provisions for eviction and damages.

Approved and adopted by the Executive Board of Norberry Two Condominium Association this day of October 1, 2021