



# A CONDOMINUM COMMUNITY ON THE LEHIGH RIVER

## LEHIGH RIVERPORT CONDOMINIUM ASSOCIATION

11 West 2<sup>nd</sup> Street Bethlehem PA 18015

## LEHIGH CONDOMINIUM ASSOCIATION HANDBOOK OF RULES FOR THE COMMUNITY TABLE OF CONTENTS

Table of Contents	2
Handbook Quick View	3
Introduction & Commercial Space Notes	4
Overview, NAI Summit Management and Realty Company	5
General Community Rules	6
Governance of Riverport	6
Board Powers	6
Insurance Coverage	6
Owners/Renters	6-7
Move in/Move Out Policy	7-8
Ownership Change	8-9
Security	9
Noise and Nuisance Policy	9-10
Common Areas Policy	10-11
Late Payment Policy	11
Use of Community Room Policy	11
Pets Policy	12-13
Bethlehem Parking Authority	13-14
Cleaning Service	14
Police Fire/Contact	14
Electric and Water Bills	14
Storage Units	14-15
Telephone	15
Cable TV	15
Satellite Dish	15
HVAC	15
Laundry Closet	15-16
Trash/Recycling	16
Fire Alarms/Fire Extinguishers	17
Door Locks	17
Keys	17
Patio/Balcony	18
Decorations	18
Flags	18
Grills	19
Signs	19
Residence Use	19
Rule Enforcement/Fine Structure	19
Emergency Tips	19
Southside Bethlehem	20
Neighboring Property Owners	20
Moving Registration & Handbook Acknowledgement - <u><b>RETURN FORMS</b></u>	21

## Lehigh Riverport Handbook QUICK VIEW

## **IMPORTANT PHONE NUMBERS:**

Emergency **911** for 1<sup>st</sup> responding police or fire (Pg. 14) Police Non-emergency 610.865.7187 (Pg. 14) Fire Non-emergency 610.865.7143 (Pg. 14) NAI Summit 24/7 Emergency 610.264.0200 - Keys/Locked out (Pg. 17) Billing inquiries NAI Summit 610.264.0200/Fax 610.871.1700 (Pg. 5,11, 14) Lehigh Riverport Site Management Office 610.625.2790/Fax 610.871.1700 (Pg. 5) Bethlehem Parking Authority 610.865.2173 (Pg. 5, 13/14) Telephone IRONTON TELPHONE 610.799.0025 or <u>www.ironton.com</u> (Pg. 15) Cable SERVICE ELECTRIC CABLE 1.800.232.9100 or <u>www.sectv.com</u> (Pg. 15)

## SEE ALSO THE EMERGENCY TIPS ON PAGE 19!

## MAINTAINING YOUR CONDOMINIUM:

EVERY OTHER MONTH: QUARTERLY: TWICE YEARLY:	Pour water into closet drain (Pg. 15) Change the HVAC filter (Pg. 15) Replace door lock batteries (spring/fall) (Pg. 17)
YEARLY:	Check kitchen fire extinguisher (Pg. 16) Have HVAC checked Have hot water heater flushed
EVERY TWO YEARS: EVERY FIVE YEARS:	Have the dryer vent cleaned (Pg. 15) Replace water supply hose on washing machine (Pg. 15) Have kitchen fire extinguisher serviced (Pg. 15)

## EXTRA COSTS:

As of the date of the adoption of this document, the following items will or may affect owners and residents. Fees may change over time, so please confirm with Management that the rates stated are accurate:

Moving IN or OUT	\$100 fee + \$250 refundable security (Pg. 7)
New owner	\$1,000 Capital Improvement fee + \$125 Resale Certificate (Pg. 9)
Additional key	\$25 (Pg. 17)
Community Room	No charge for exclusive use, \$250 refundable security (Pg. 11)
Pets	No charge unless violation occurs (Pg. 11, 12)
Parking	\$57/month per space / Replacement fee for lost permit \$75 (Pg. 13)
Storage Locker	\$150 per annual year (Pg. 15)
Late charges*	Assessments (Pg. 11) and Utilities (Pg. 14)
Fines*	\$50, \$100, \$200 (Pg. 19)

\*While fines and penalties may be levied for failure to comply with the Rules and Regulations or pay on time, compliance is always preferred.

## INTRODUCTION

Welcome to Riverport, an upscale condominium community comprised of 171 residences. Located in the former Bethlehem Steel Johnson Machinery Building, our complex is approximately 4 acres under one roof and totals 180,000 square feet of interior space. Riverport has been registered by the National Park Service for Historic Preservation.

Only the residents of a community can establish the kind of team spirit and culture which will foster the neighborly environment which can make Riverport a truly outstanding place to live. To facilitate this, the members of your Executive Board of the Lehigh Riverport Condominium Association on behalf of all owners has adopted the following guidelines, rules, and regulations, which will aid all of us in safeguarding the property, safety, privacy, and peace of mind of our neighbors and ourselves. These Rules and Regulations are in addition to, and consistent with, the By-Laws previously adopted by the Board and the Declaration of Lehigh Riverport Condominium. These rules and regulations are subject to change as deemed necessary by your Board.

In accordance with the Declaration of Condominium and By-Laws of Condominium Association, the following Rules and Regulations governing our community have been developed. Fines and penalties may be levied for failure to comply with these Rules and Regulations.

The Rules and Regulations outlined in this booklet explain the policies and guidelines established by the Executive Board of the Lehigh Riverport Condominium Association to help protect and provide a peaceful environment for our community. It is the responsibility of the Executive Board to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the rules of the condominium and residents are encouraged to report any violations of these rules to the management company. The <u>ACKNOWLEDGEMENT FORM</u> on the bottom of the last page must be signed and submitted to the Management office ten (10) days prior to occupancy of any new owner or tenant.

## COMMERCIAL ENTITIES

Commercial entities outside the Association's secured residential space but part of the Association are not provided trash removal services as outlined later in this publication. It is the owner/tenant's responsibility to make separate arrangements for their trash.

Commercial entities outside the Association's secured residential space but part of the Association must coordinate all lock changes in advance through the Property Manager to maintain emergency access as required.

Our **LEHIGH RIVERPORT CONDOMINIUM ASSOCIATION** community is managed by NAI Summit Management and Realty Company. They provide:

- 1. **24 Hour Emergency Service.** Someone from their office can be reached 24 hours every day at 610-264-0200. If you are a tenant, call your unit owner for Emergency Service, unless the problem cannot wait for a response from the unit owner.
- 2. **Maintenance.** NAI Summit oversees all day-to-day maintenance of Riverport common areas.
- 3. **The Parking Garage** is the sole responsibility of the Bethlehem Parking Authority, including elevators 1 & 2. Problems with the parking garage can be reported to them directly at 610-865-2173 or online at www.bethpark.org.
- 4. Steel Fitness and former restaurant space are considered condominium units and all repairs and services are their responsibility.
- 5. There are 171 resident condominium units. All repairs and services are the responsibility of the individual condominium owners. NAI Summit Management can provide some services, but all the work is C.O.D. or billable. In the event of an emergency situation, Management may enter condominium units, though all efforts will be made to notify the owner prior to or immediately after said emergency.
- 6. Condominium office, lobby, courtyards, common corridors, and elevators 3, 4 & 5 are the responsibility of Lehigh Riverport Condo Association managed by NAI Summit Management Realty Company. The on-site office number is 610.625.2790 and hours are posted.
- 7. The residential spaces of the building are secured via an electronic common door lock system, 24 hours a day, and 365 days per year. You always need keys to access the building, and should NEVER prop a door or let someone enter that you are not certain belongs inside.
- 8. There are three separate buildings joined together with two courtyards. West building is Building #1, Center building is Building #2, and East building is Building #3 (the Parking Garage). Courtyard #1 is the East courtyard and Courtyard #2 is the West courtyard.
- 9. Appliances supplied by the builder were General Electric. Call directly to 1-800-GE-CARES for service of appliances.
- 10. **On site property manager.** A NAI Summit employee is available to assist residents during regularly scheduled office hours. The on-site office number is 610.625.2790 and hours are posted in the lobby.
- 11. **Correspondence & Billing:** NAI Summit (610) 264-0200 provides all communications to Residents as well as billing for condo fees, water, and electric service to owners. DO NOT contact any utility company directly to change services.
- 12. Board Meetings and Annual Meetings. The Executive Board holds quarterly meetings open to owners. Representatives from NAI Summit attend all board meetings and the annual association meeting of property owners. You may contact the management office for meeting dates and times.

## **GENERAL COMMUNITY RULES**

#### Governance of Riverport

When you buy a condominium, you are buying all the space contained within your interior walls, and any ducts, plumbing, or wiring that serves that condominium exclusively. The exterior of the building, the landscaping, and all common areas are owned by the association, a group made up of the condominium owners. The condominium association is controlled by an Executive Board, who is elected by the condominium owners and who serve without compensation of any kind. This board establishes rules & regulations over all common spaces.

The Executive Board holds regular board meetings in which financial, maintenance, and legal issues are discussed and acted upon. An annual meeting is held each year in which all unit owners are invited to attend. This meeting usually takes place during January of each year. There are also quarterly meetings that all unit owners are invited to attend as well.

#### **Board Powers**

- To adopt the annual budget and any amendment thereto or to assess any common expenses
- To adopt, repeal or amend Rules and Regulations
- To designate signatories on Association bank accounts
- To borrow money on behalf of the Association
- To acquire and mortgage units
- To designate reserved common elements
- To allocate limited common elements

#### Insurance Coverage

The PA Uniform Condominium Act requires that the Executive Board and the Association obtain and maintain insurance coverage for the Condominium building, but not for individual home owner's belongings or upgrades. Please contact the agent of your choice or the Management office for further information for home owners and/or tenants to purchase their own insurance.

#### **Owners / Renters**

A Unit Owner may lease his or her Unit (but not less than his or her entire Unit) at any time and from time to time provided that:

(1) No Unit may be leased for transient or hotel purposes or for an initial term of less than three (3) months;

(2) no unit may be leased without a written lease;

(3) a copy of such lease shall be furnished to the Executive Board (via the Management Office) within ten (10) days after execution thereof; and

(4) ALL LEASES must include the requirement that the lessee shall be bound by the covenants, conditions, and restrictions set forth in the Declaration, Bylaws, Rules and Regulations, and that a default thereunder shall constitute a default under the lease; provided, however, that the foregoing shall not impose any direct liability on any lessee of a Unit to pay any Common Expense assessments on behalf of the Owner of that Unit. All tenants must submit a signed Handbook Acknowledgement to the Management Office (as it appears on the last page of this publication).

Regulations regarding rentals imposed by the state or local government must be followed and it is the responsibility of the owner to assure complete and ongoing compliance. It is the responsibility of each owner to register their tenant and provide a copy of the lease to the Association via the Management Office, and to ensure compliance with the moving policy.

#### <u>Move In – Move Out Policy</u>

This policy applies to any change of residents (individuals residing in the condominium), including roommate changes and less than calendar year term leases. Special circumstances must be submitted in writing to the Property Manager and approved by the Executive Board in advance of a change to be exempt from this policy. Moving hours are limited to 8 am to 6 pm daily and the policy applies to ALL moves including switching units within the building and change of occupancy adding or removing roommates.

#### <u>\*\*\*\*Moving or deliveries of large items are NEVER permitted through the lobby\*\*\*</u> <u>\*\*\*\*\*NEVER prop open a secure entry door\*\*\*\*\*</u>

#### Scheduling A Move In or Out:

Moving dates must be scheduled with the on-site property manager no less than (10) days in advance of your intended move. Whether moving in or out, the following fees must accompany the moving appointment form and forwarded to the Manager:

 Moving Fees: \$100.00 plus a \$250.00 refundable security deposit in the form of <u>TWO personal checks or money orders payable to Lehigh Riverport</u> <u>Condominium Association</u> for each move in or out. (No cash or credit card)

No more than two moves can be scheduled per day and appointment times are first come, first served. One move in or out may be scheduled in the morning (8:30 AM – 12:30 PM) and one in the afternoon (1:00 PM – 5:00 PM). There will be surcharge for any hours beyond the four hour appointment time and/or Holidays due to cost of security guard. A Moving Permit is required for all move-ins and move-outs and is only issued upon receipt of all fees and documents by the Manager.

#### ADDITIONAL REQUIREMENTS FOR MOVE IN

- 1. Move in fee and security deposit along with moving appointment request form.
- 2. If you are a tenant, a copy of your lease signed by the unit owner.
- 3. Resident Handbook acknowledgement form (last page of this book).
- 4. Owner/Resident Registration Form complete with emergency contact, vehicle, and pet registration.
- 5. As soon as possible after moving in, place a tag with the names of all residents for whom mail will be accepted inside the mailbox to confirm into your mailbox.

6. The <u>ACKNOWLEDGEMENT FORM</u> on the bottom of the last page must be signed and submitted to the Management office ten (10) days prior to occupancy of any new owner or tenant.

### ADDITIONAL REQUIREMENTS FOR MOVE OUT

You must ALSO submit the required form and fees to the Property manager a minimum of ten (10) days <u>prior</u> to moving out.

- 1. Move out fee and security deposit along with your moving appointment request form.
- 2. Your forwarding address is also requested on this form to return security deposits.
- 3. Upon vacating the building, <u>you must return your parking permit to the</u> <u>property manager.</u>
- 4. Remove your name from inside your mailbox to assist in confirming with the mail delivery people that you are moving or have moved.

#### Moving Security

A security guard may be hired by the Association to monitor the move and assist you in directing your moving crew with the best access to the unit, to hang the elevator pads as needed, and monitor access to the building by the public during the move. The security guard will conduct pre-move/post-move inspections of common areas.

#### Moving Security Deposit

After the move is completed and it is determined that no damage has been caused to the common areas, the security deposit rendered for the move will be returned within (7) days. If damage is caused to the common area, the cost may be deducted from the deposit. If the deposit is not adequate to cover the damage, the unit owner will be billed accordingly.

#### Moving Trash/ Debris /Boxes

Trash, debris, crating, and boxes (broken down) must be taken to one of the trash rooms and placed neatly for disposal at all times during residency. NO furniture, appliances, or wooden crates is to be left in the trash rooms.

#### Moving - Smaller Moves

If moving only a larger piece of furniture, appliance or the like, the resident must schedule the delivery or move with the on-site Manager. No deposit is required, however, the cost of any damage incurred will be charged to the Unit Owner.

#### Failure to Abide by the Move In/Move Out Policies

Failure to abide by any of the policies mentioned will result in a \$500.00 fine to the unit owner. The Executive Board and Property Management reserve the right to stop any move-in/move-out due to non-compliance with any rule, and may contact law enforcement official for assistance.

#### Ownership change

In addition to the move in fee, each time TITLE to a Condominium (Lot) is conveyed to Purchaser, either from the Declarant or another Owner, the Purchaser shall pay a nonrefundable Capitol Improvement fee in the amount of **One Thousand Dollars. (\$1,000.00) effective April 1, 2012.** The Capital Improvement fee shall be due each and every time a Lot is conveyed to a Purchaser and such contribution shall be paid, in full, at the time of the conveyance. Any special circumstances requesting exemption from this policy must be submitted in writing to the Property Manager a minimum of ten (10) days in advance of the conveyance to be considered for exemption.

<u>A resale certificate package must be ordered</u> within ten (10) days of accepting an offer to sell their condominium. A resale certificate is required by the State of Pennsylvania. The request form is available at the Management office or from NAI Summit.

#### Security

Riverport Condominiums have a security system in place which consists of cameras placed in common areas. All activity taking place in these areas is viewed by those cameras. If you see someone committing vandalism, please report to the property manager, or the police. The condominium association will prosecute vandalism to the full extent of the law. The Board may employ on-site security as it deems necessary.

#### Noise and Nuisances Policy

No nuisances or noxious, offensive, or illegal activities shall be allowed in the Condominium, nor will any practices or behavior that the Board deems to unreasonably interfere with the peaceful possession or proper use of the Condominium by other Owners shall be allowed.

- Unit occupants and their guests shall exercise extreme care not to make noises which may disturb other occupants or guests, including the use of musical instruments, amplifiers, radios, stereos, and televisions. Speakers for audio equipment may not be mounted on or against wall or on floors without an adequate sound barrier to prevent vibration and transmission of base sounds outside the Unit. As a guide to what constitutes excessive noise, if you can hear your activity or music in the hallway, it is too loud for your neighbor.
- Excessive noise is defined as any noise from stereos, television, musical instruments, other devices or activities that can be heard in other units through the walls, ceilings, floors or hallways. Vibrations from audio equipment that can be felt in other units are also excessive noise and are therefore prohibited. If an Owner or Tenant is requested by their neighbors to reduce the volume of a stereo, television, or musical instrument, the Owner or Tenant must cooperate and turn the volume down to where it cannot be heard by neighbors through the structure of the building.
- Slamming of hallway, balcony and interior unit doors. All doors should be closed carefully and quietly.
- Heavy walking or walking with dense heels on hardwood floors may be deemed a nuisance.

- Owners and Tenants should exercise courtesy to their neighbors when hosting parties. The rules regarding excessive noise from stereo equipment or instruments apply under all circumstances, including parties. Noise from guests beyond normal household noise must be moderated, and should not continue after 10:00 pm on weeknights or 12:00 am midnight on Friday or Saturday nights.
- It is impossible to eliminate all noise from balcony to balcony in the summer. Owners and tenants are encouraged to be conscious of their neighbors and to make an effort to honor requests that outside noise from guests or conversation be moderated. No stereo speakers or radios may be placed or played on balconies or in windows.
- Chirping smoke detectors in need of a battery are determined a nuisance to the neighbors. When Management is made aware of this nuisance, after an attempt is made to notify the owner to address this noise problem in a timely manner, this can be attended to by either Management or NAI Summit Building Maintenance at an additional charge to the unit owner respectively.
- We strongly recommend that neighbors try to work out grievances between themselves. It is important to document these meetings. In the case where the problem cannot be resolved then the issue should be brought to the property manager. The previous meetings will be used in documentation to the violators.
  - 1<sup>st</sup> offense a verbal or written notification is given to the guilty party by either the security guard, board member, or the property manager as representative of the Association.
  - If the representative must return a 2<sup>nd</sup> time in one evening, a \$25.00 fine will be issued to the unit owner.
  - If the representative must return a 3<sup>rd</sup> time in one evening, an additional \$100.00 fine will be issued to the unit owner.
  - If the representative must call the Bethlehem Police for assistance, a \$500.00 fine will be issued to the unit owner.
  - The security guard on duty will note in their daily report any verbal warnings they give with the condominium number.
  - Fines may also be assessed according to Association policies.

#### Common Areas Policy

Common areas are defined as all portions of the property except the private units. The use, maintenance, and operation of the Common Areas shall not be obstructed, damaged, or unreasonably interfered with by any owner, resident, or guest, nor shall anything belonging to any owner, resident, or guest be stored in the Common Areas.

- All Common Areas shall be kept free and clear of personal belongings, rubbish, debris, and other unsightly materials.
- Lobbies, stairwells and hallways are not to be used for storage. This includes personal items such as bicycles, shoes, coats, boots, toys, wagons, baby carriages, benches, chairs, boxes, etc.

- A single door mat is permitted at the entrance to each unit.
- No permanent alterations to common doors or balcony structures are permitted without prior written consent of the Executive Board.
- No resident may carry on, or permit to be carried on, any practice which unreasonably interferes with the quiet enjoyment of residents of other units.
- Mailbox locks may be replaced by a qualified individual at the expense of the condominium owner. Any damage done to the lobby mailbox is the owners' repair or replacement responsibility.
- The Association and/or Management are NOT responsible for packages delivered to the lobby or other common areas of the building.
- Smoking is prohibited in all indoor common areas except for the Courtyards, Atrium, and Catwalks of the community. Ash trays are provided in these limited areas and failure to use proper receptacles for disposal of ashes and/or smoking debris may result in fines.

#### Late Payment Policy

It is the Association's responsibility to maintain all common areas in the facility. This includes all budgeted expenses. The money to cover these costs comes from the dues that each homeowner is required to pay monthly and at such other times as determined by the Executive Board.

- For monthly dues, homeowners are billed and are required to pay by the first of each month.
- If a homeowner is late with their payment, they will be subject to a fine and interest on a monthly basis until the payment is received.

The Executive Board has established the following policy for assessments Late Fee:

• Late Fee – 5% - after the tenth  $(10^{th})$  of each month plus interest at prime plus 2% after the tenth  $(10^{th})$  of each month on any outstanding balance due the Association.

#### Use of Community Room Policy

- It is expected that all furniture and appliances in the Community Room will be used with care and discretion. The room and all facilities are to be left in its original condition. Clean and neat.
- All guests must be supervised, and any damages caused by them or other guests will result in the loss of your Security Deposit. No more than 40 guests are permitted at one time in the Community Room.
- Alcoholic beverages are prohibited in the Community Room unless the room is reserved for exclusive use and appropriate proof of adequate insurance is provided.
- The Community Room may be reserved for no longer than 12 hours. This includes the time needed to set up and clean up.
- The Room must be cleaned with all rubbish and food/beverages removed before being vacated. Reservations are on a first come basis. Hours are Sunday through Thursday 6 am to 12 midnight, Friday, Saturday & Holidays from 6 am to 2 am, with any exceptions submitted to the Executive Board in writing via the Manager.
- Reservations are made with the Management Office. A reservation form must be filled out, and the condominium owner's current certificate of insurance must be

provided, along with a check or money order payable to Lehigh Riverport C.A. in the amount of \$250.00. The \$250.00 check is your deposit and will be returned to you unless there have been damages to the room or it is not cleaned up. Upon review of the Board, the deposit may be returned or forfeited for non-compliance with rules.

## Pets Policy

We are a pet-friendly building, but there are specific rules that must be followed. They are as follows:

- Pet owners must complete a Registration Form before occupying a unit. All pets must be registered, and registration form must include a photo of the pet and be submitted to the Management office prior to the pet's occupancy in any condominium, or a \$500 fine may be issued upon discovery of unregistered pet.
- All dogs brought into the building cannot be higher than 15 inches at the shoulder and cannot weigh more than 25 pounds (small dogs only). Larger dogs will require a mandatory written request for a dog size variance by the condominium owner to the Executive Board via the Management office.
- All dogs on property must be leashed while in transit or in any common area. Pets in common areas must be under the complete control of a responsible human companion, and either carried, restrained on a short (6 ft. maximum) hand-held leash or in a pet carrier. Failure to comply with these requirements will result in a 1st offense \$500 fine.
- No more than two pets per unit are permitted.
- No animals, livestock, poultry, poisonous or exotic animals of any kind shall be kept in any unit, except for dogs, cats, or other acceptable household pets such as birds and fish.
- All pets must be In compliance with the County of Northampton, all state and local regulations concerning all matters regarding pets (i.e. licensing, inoculations, etc.).
- All dogs are to be taken to an area at least 10' beyond the building to relieve itself. Courtyards within the building are never to be used for pets to relieve themselves.
- Residents should immediately clean up after their pet if an accident occurs within the building. The Board shall have the right and obligation to assess a \$25.00 fine for the first offense and seek the immediate removal of said animal/pet if any animal waste is not immediately removed.
- No dog sitting permitted for dogs that exceed the stipulated size and quantity as listed above.
- Pets shall not be kept, bred, or used for any commercial purpose. All pets must be spayed or neutered.
- Pets must be confined to the owners' unit and may not be allowed to roam free or may not be tied unattended in any common area.
- Persons who walk pets are responsible for immediately cleaning up after their animals, and discarding securely bagged pet droppings.
- Cat litter may not be disposed of in toilets.
- Pet owners are responsible for any damage to the common areas caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy such damage is also the full responsibility of each pet owner. No pet shall be allowed to become a nuisance or create any unreasonable disturbance.

Examples of nuisance behavior are:

- Personal injury or property damage caused by unruly behavior.
- Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of any person at any time of day or night. If this behavior is witnessed by a resident, you should speak to the owner of the pet and if it is not resolved, see the property manager.
- Animals who relieve themselves on walls, floors, or in planted areas of the Atriums.
- Animals who exhibit aggressive or vicious behavior.
- Pets that are conspicuously unclean or parasite infested.

#### Bethlehem Parking Authority (BPA) and Parking

The Bethlehem Parking Authority provides parking for the Lehigh Riverport Condominium Association (LRCA) residents only on the  $2^{nd}$  or  $3^{rd}$  level of the Riverport garage via valid permit on a first come first served basis. It is important to note that the LRCA does not own the parking garage. <u>Parking permits issued are only valid on the</u>  $2^{nd}$  or  $3^{rd}$  level of the Riverport garage, not in any metered space or other garage(s) in the city. Parking permits must be returned to the LRCA Management Office at the end of an owner's or tenant's residency to avoid replacement fee charges.

Each condominium is designated to receive one (1) permit per bedroom of unit owned, and is assessed a monthly fee based on the number of bedrooms in tandem with the BPA's current rate. (i.e., one bedroom condominiums receive one parking permit and two bedroom condominiums receive two parking permits and are billed monthly accordingly). Unit owners may sublease their permit to another unit owner or other individual, provided that the agreement is in writing, confirms the vehicle information required on the LRCA registration form, and submitted to the Executive Board at the time of the agreement. Subletting does not relieve the owners' responsibility to the Association for prompt monthly payment of the required fees.

Parking permits are issued to all owners for their (or their tenant's) vehicles in accordance with the system designed by BPA and LRCA. Lost or missing passes may be replaced by written request of the condominium owner and upon payment of the current parking pass replacement fee. As of the date of the adoption of this document,, the replacement fee is \$75.00 per pass. (Please contact the Management Office for the current rate.) Lost or missing passes, along with any passes issued to an owner who is significantly (more than sixty (60) days) delinquent on their account, will be reported to the BPA as invalid. Any vehicles bearing an invalid pass are subject to the ticketing process of the BPA, who has authority over the parking garage.

Free guest or emergency loaner car parking is available by contacting the LRCA Management office during standard business hours in writing or Bethlehem Parking Authority and providing, in writing, the automobile make, model, color, year, and license plate number of the guest vehicle. Limits on the frequency and/or length of validity of

guest permits are subject to change, but can be coordinated and confirmed at the LRCA Management office. Anyone not displaying the proper parking permit may be ticketed.

Any grievances relating to the parking deck should be addressed to the Parking Authority. They can be reached at: <u>www.bethpark.org</u>, 85 West North Street, Bethlehem, PA 18018, 610-865-7123.

The Atrium area South of Courtyard #1 at the entrance of the Lehigh Riverport Condominium Association is not to be used for anything other than what is posted on the signage. The opening of the front fence is a NO PARKING area. A few spaces are marked to allow for fifteen (15) minute temporary use by residents of the Condominiums. Contractor spaces are clearly marked for contractors working in the building. If your contractor must consume a contractor or fifteen (15) minute marked space in the Atrium for more than the allotted time due to crowded conditions, the phone number of the driver and the location (condominium number) where they are working must be clearly displayed on the dashboard of their vehicle to avoid towing. Vehicles that block the fence or are parked in conflict with the signage, lines, and these details provided, are subject to being towed without notice.

#### **Cleaning Service**

Scope of responsibility includes keeping all common areas free of debris, vacuuming hallways, elevators and catwalks, trash removal service six (6) days a week from the North side trash rooms on each level, community Room and lobby maintenance, seasonal spider web removal, sweeping of atrium floors, on-site supervision and management and scheduled common area carpet cleaning. Any deficiencies noticed should be reported to the Property Manager.

#### Police/Fire Contact

- In all emergencies, contact 911 FIRST
- For Non-Emergencies
  Police
  Fire
  610-865-7187 non-emergency
  Fire
  610-865-7143 non-emergency

#### Electric and Water Bills

- Electric bills and water bills are calculated by an outside service based on the actual condominium meter readings of the electronic system belonging to the Association and are sent out to owners monthly. All utility bills are due and payable within thirty (30) days from the date of the invoice. A 5% late fee plus interest at the prime rate plus 2% per annum interest will be applied every thirty (30) days on the unpaid utility balance.
- All owners/landlords are responsible for electric and water bills for their tenant. If their tenant does not pay within thirty (30) days, the landlord is held responsible for the condominium electric and water bills plus penalties after thirty (30) days.
- Owners or tenants should NOT contact any utility supplier directly, as the billing remains with the owner of the condominium at all times through the electronic meters that measure use in each condominium of the Association.

• Any owner or tenant interfering with the Association's account(s) with utility companies will be subject to a fine to reimburse the cost to correct all associated billings. Utility billing questions are handled by the assigned Property Accountant for Lehigh Riverport at NAI Summit at 610.264.0200 or the Property Manager.

#### Storage Units

- Each floor level has storage units that are available for rental. There is a calendar yearly fee for a storage locker.
- The current fee is One Hundred Fifty (\$150.00) Dollars as of the date of the adoption of this document, but is subject to change. (Please contact the Management Office for the current rate.)
- If you wish to rent a storage unit, please contact the Property Manager or NAI Summit Management for availabilities.
- Owners must provide written permission for their tenant to enjoy the privilege of a storage locker, and the owner is held responsible for payment of the storage locker fees.
- The first annual fee (or portion thereof) is due at the time the key is picked up at the Management office in the form of a check or money order payable to LEHIGH RIVERPORT C.A..
- Subsequent annual fees are charged and due on JANUARY 1<sup>ST</sup> until the possession of the storage locker is returned to the Association via key(s) being returned to the Property Manager or NAI Summit Management.
- There are no refunds for partial year rentals for keys (possession) returned to the office early.
- No flammable or dangerous items are allowed to be in a storage unit.
- All stored items must be a minimum of twenty (20) inches away from any sprinkler head in accordance with the fire regulations.
- Please report any problems with the motion sensitive lighting fixtures or the storage rooms to the Management.

#### Telephone and Cable Service

To have a telephone and/or cable turned on, the property manager or an NAI Summit employee may be required to unlock certain secured areas of the building and allow access to the installer. This must be scheduled in advance with the property manager.

- Ironton Telephone Company 610-799-0025 or <u>www.ironton.com</u>
- Service Electric Cable 1-800-232-9100 or <u>www.sectv.com</u>

## Satellite Dish Guidelines

Please contact the Property Manager for current requirements.

## <u>HVAC</u>

The filter in your HVAC unit needs to be changed – This should be done at least quarterly. Please refer to your HVAC system owner's manual or measure the opening for the correct filter size.

#### Laundry Closet

- Each unit is equipped with a laundry closet. Within the floor of this closet is a drain to allow for overflow or leaks to drain and not damage your floors. It is recommended that you periodically put some water down this drain. This will keep gases from coming up. This should be done every 2 3 months.
- Owners are responsible for having a licensed professional clean the dryer vents that serve their condominium (Recommended every two (2) years). Providing written verification of this completed service to the Management Office will assist if this recommendation becomes a requirement in the future.
- Owners are responsible for replacing the water supply hoses to their washing machines (Recommended every five (5) years). Providing written verification of this completed service to the Management office will assist if this recommendation becomes a requirement in the future.

#### Trash/Recycling

A trash & recycling room is located on every floor. Trash is removed from these rooms six days a week. It is important that the following guidelines be followed:

- All aluminum and bimetal cans, glass containers, and plastic bottles that did not contain hazardous material such as insecticides, bleach, oil, etc., are to be placed in the designated plastic recycling container. Containers should be rinsed but labels can remain. Crushing of cans is optional.
- All garbage should be individually bagged and placed in the appropriate containers. Please do not place loose garbage in the trash room cans.
- Large cardboard boxes should be "broken down" (flattened) and placed in the appropriate location.
- Any large amount of trash or large items (furniture etc.) should <u>never</u> be placed in the trash room. Please contact the property manager for direction on how to remove these items from the building.

Please report any problems with the motion sensitive lighting fixtures in the trash rooms to the office.

#### Fire Alarms & Fire Extinguishers

- If a fire alarm sounds, residents should evacuate the building immediately. The fire department automatically responds to the building wide central alarm system. The smoke detectors in the hallways are connected to the central alarm system. The smoke detectors in each unit are not connected to the central alarm system and therefore, should have the batteries replaced at least twice each year. It is recommended to be done when Daylight Savings Time starts in the Spring and once again when Daylight Savings Time ends in the Fall. If the electricity is not operating, the smoke alarms rely upon the battery.
- The fire extinguishers in the hallways are connected to the central alarm system. If a fire extinguisher is pulled from its wall unit, the fire alarm will sound. If you have a fire in your condo, exit the condo and pull the closest fire alarm. Take no chances; the Fire Department is happy to respond.
- The household fire extinguishers, provided by the builder in each condominium, should be inspected by the homeowner or resident each month. If the gauge is in

the "green" area, the extinguisher is properly charged. If the extinguisher is not in the "green" area or has been used, it must be refilled. The extinguisher must be inspected every five (5) years by a certified inspector. Providing written verification of this completed service to the Management Office will assist if this recommendation becomes a requirement in the future.

- Fire alarm responses by a dispatched fire department and/or NAI Summit emergency personnel that are charged to the Association will be billed to the owner of the unit causing the alarm and considered as an assessment to that unit owner for collection accordingly.
- WARNING: Opening the condominium door to clear smoke into the common hallway will set off the building fire alarm, and the condominium owner will be held responsible for all emergency response costs for an alarm.

## Door Locks

- The condominium door locks have 4 AA batteries that must be changed regularly. This is recommended to be done every six (6) months when daylight savings time begins (Spring) and ends (Fall). You will need a special screwdriver (Torx 20 Security) to change the four (4) AA batteries batteries (Energizer recommended). Please see the building manager to use the screwdriver if you do not have one.
- If you do not change the battery every six (6) months, you may encounter a red light when you insert your key. This is your indication that you may have only a few more times when you will be unable to use your key.
- If the door lock does not blink green or red, it may not operate or be properly protecting the property as it was designed to do. If it is determined that a lock fails or is inoperable due to negligence of battery maintenance on behalf of the unit owner, the replacement lock and installation will be charged to the owner.
- Door locks may be re-programmed to secure the premises from unauthorized use of lost or stolen keys for an additional charge. See the Property Manager for current rates.
- The condominium entry electronic lock, and exterior surface of the door should not be altered, removed, or circumvented in any way without prior written permission from the Executive Board. Additional lock installation on condominium doors is prohibited without prior written permission from the Executive Board to maintain emergency access requirements for the safety of the community as a whole.
- Emergency duplicate keys must be requested of the NAI Summit Building Services (610.264.0200) or Manager during business hours and additional key and response fees may apply and be C.O.D. for this service.

## <u>Keys</u>

- If you get locked out of your unit or need to get a replacement key you must contact the Property Manager during business hours, or, after hours, you must contact NAI Summit Building Service Department at 610-264-0200. Keys cannot be reproduced without the unit owners consent. These are chargeable items and must be paid by check or money order at the time of service.
- Duplicate keys will require a \$25 charge paid in advance or billed only to owner occupants in good standing with a written request from the owner, and have a five

(5) day turnaround from receipt of both the request and the payment at the site office.

#### Patio / Balcony

All furniture placed on patio/balcony shall be constructed of wood or metal (no plastic, stackable plastic, collapsible and/or camping style) and are to be of neutral or dark colors, and be deemed outdoor furniture by the manufacturer. Furniture shall be defined as tables and chairs. For first floor residents, furniture may not be placed outside of your patio area (as defined by the perimeters of the balcony above.)

Patios and balconies shall be used only for the purpose intended and shall not be used for hanging garments or other objects. These areas are not to be used for general storage purposes. Bicycles, strollers, boxes, etc. are never to be stored in these areas. Pets must be personally attended when on the balconies or patios of the building.

Greenery on balconies may not exceed 36". All plantings must be confined to pots within the inside perimeter of balconies and/or patios, not on balcony/patio railings. Planters on railing or hanging from deck railing are not permitted.

Please do not throw anything from balconies or catwalks, or flick ashes or cigarette butts from balconies, catwalks or in the atriums of the buildings. Ashtrays have been provided in a variety of areas to maintain overall cleanliness.

#### **Decorations**

Exterior Christmas lights and displays are to be properly installed, and displayed Thanksgiving to January 15<sup>th</sup> only. All lights must be removed by January 15<sup>th</sup>. Drilling holes in exterior walls doors, or door frames of the building is not permitted. No inflatable decorations are permitted. Lights may be hung on railings during this period only.

If you have a live Christmas tree, it is your responsibility to properly dispose of the tree. You may NOT put used live trees in the trash room due to fire and life safety issues. Prior to putting a live tree up, it is recommended to place a tree disposal bag under it to assist with disposal, keep the needles out of your living space, the hallways, and your car. Trees should be taken to the Bethlehem Recycling Center on Schoenersville Road. Their hours of operation may be confirmed by contacting them at 610-865-7082 with any recycling questions.

Door Decorations/wreaths are allowed to a resident's individual taste, but may only be hung on the door via detachable (non-permanent) hangers. Other holiday decorations may only remain on display a maximum of 20 days before and/or after the holiday date for which they are displayed.

#### <u>Flags</u>

American flags and Commonwealth of Pennsylvania flags may be displayed. Flags or Flag Pole Holders are not to be attached to the building or balcony railings.

#### <u>Grills</u>

No grills (e.g., charcoal, gas, electric) of any kind are permitted anywhere in the Riverport Condominiums.

#### <u>Signs</u>

No resident may erect any sign on or in the windows or exterior doors of any unit or in any common element without in each instance having obtained the prior written permission of the Board.

#### Residence Use

Residential Units shall be used solely for residential purposes as defined by the City of Bethlehem zoning ordinance. No commercial activity or other use inconsistent with residential use may be conducted in or in conjunction with, any Residential Unit. Absolutely no use will be tolerated that generates customers or an abundance of frequent or regularly appearing individuals visiting a condominium.

#### Rule Enforcement – Fine Structure

The following is the procedure adopted for the infraction of any rule or regulation adopted by the Executive Board, unless otherwise specified herein:

"In the event of non-compliance by a Unit Owner, Resident or Guest, the

- following enforcement procedures may be elected by the Executive Board:
- 1. First Notice: Courtesy letter of Compliance
- 2. Second Notice: Fifty (\$50.00) Dollar fine (for each violation)
- 3. Third Notice: One Hundred (\$100.00) Dollar fine
- 4. Fourth Notice: Two Hundred (\$200.00) Dollar fine
- 5. Additional fines will be doubled for each additional violation notice."

#### EMERGENCY TIPS

- If the fire alarm sounds, exit the building immediately via the nearest exit and remain away from the building until the fire alarm is no longer sounding.
- In the event of accidental creation of excessive smoke inside a condominium (from cooking, etc.) that is not an actual fire, open patio/balcony doors and windows first, and then utilize exhaust fans to clear the smoke from the condominium.
- In the event of loss of power, the condominium units front door locks will still operate with the key, as will the entrance lock in the lobby only. Entrance locks with the exceptions as noted do not operate during a power outage, though all these doors can be used for exiting the building.
- Please keep a flashlight with fresh batteries handy for power outages, as the building is very dark in these instances. The use of candles during a power outage is strongly discouraged due to the fire/life/safety issues that occur in the absence of power to the fire alarm system.
- During extended power outages, you may be required to provide proof of identification and/or residency prior to entering the building.

## **Neighborhood**

#### Southside Bethlehem

Eight neighborhoods that flank Bethlehem's Southside Central Business District offer the ideal opportunity to balance living and working. Quality-built, affordable homes and creative talent are located in dynamic neighborhoods rich with history. Beyond the bricks and mortar, the Southside is a kaleidoscope of culture.

South Bethlehem was home to Bethlehem Steel Corporation, one of the nation's largest steel producers, and the landmark blast furnaces stand in testimony of its might. Developed during the late 1800s, Southside's neighborhoods near "the Steel" reflect the prominent architectural styles of the era and the prosperity of the late nineteenth and early twentieth century industrialists. The cultural diversity of the community reflects the immigrant populations that settled in South Bethlehem over the past 150 years. A "city of Steeple," the skyline of South Bethlehem is defined by the faith that each of these communities brought as they found opportunity.

Bethlehem Commerce Center offers prime industrial property in the region's largest rail-served industrial park. Located minutes away from the interstate highway system, Bethlehem Commerce is the Mid-Atlantic opportunity for industry and commerce.

#### Neighboring Property Owners

The following are our neighbors! They have asked that we are mindful not to park on their property or trespass in any way, and not to have dogs relieve themselves on their property.

#### Weldship Corporation, 225 West Second Street, Bethlehem, PA 18015-1250

Weldship was founded in 1946 by John Evans, Jr., to fabricate welded barges used by Hudson River refineries to transport petroleum products. Demand for barges decreased as shipbuilding grew, and Weldship diversified into the industrial gas industry. In 1971, Weldship acquired tube trailer maintenance facilities and began fabricating and servicing trailers as well as building and leasing its own fleet. By the 1980s, Weldship had expanded its capabilities and customer base, leasing equipment and providing services to the leaders of the industrial gas and specialty chemical markets as well as their distributors. In 1990, Bob Arcieri and Bill Angus acquired Weldship from the original owner. Since that time Weldship has grown significantly, expanded its facilities, added experienced and dedicated personnel, and is focused on new opportunities and markets to serve a growing base of customers on a global basis. With the advent of the new millennium, an ambitious expansion plan was initiated. The Bethlehem, Pa., plant was renovated and expanded to become a state-of-the-art facility with capabilities for acoustic emission, ultrasonic and hydrostatic testing, painting, and maintenance. The acquisition of <u>Texas Trailer</u> <u>Corporation</u>, Gainesville, TX, in 1999 was a first component of Weldship's expansion plan, as Weldship extends its reach with new capabilities across North and South America.

#### Arts Quest - Banana Factory - 25 W. 3<sup>rd</sup> Street, Bethlehem, PA 10815

Arts Quest looks for ways to celebrate art in Bethlehem, Pennsylvania. The not-for-profit group promotes performing and visual arts through classes, after-school programs, and, mainly through its three signature venues. Banana Factory is an arts center with two galleries and about 25 studios offering classes, lectures, and touring works from around the world. It is funded by Christkindlmarket, Arts Quest's European-themed Christmas arts and crafts fair with more than 150 vendors. Muskfest, the organization's original program features more than 300 musical performers in an annual weeklong festival that attracts more than a million people each year. Arts Quest began in 1963 as the Bethlehem Musikfest Association.

#### IQE Inc North America Manufacturing Plant - 119 Technology Drive, Bethlehem, PA, 18015

IQE is the world leading supplier of semiconductor wafer products for wireless and optoelectronic components, photovoltaics and silicon based epitaxy.



Lehigh Riverport Condominium Association 11 West 2<sup>nd</sup> Street, Bethlehem, PA 18015-1282 Site Office Phone: (610) 625-2790



Commercial Real Estate Services, Worldwide. 3435 Winchester Road, Suite 300 Allentown, PA 18104-2284 Phone: (610) 264-0200 Fax: (610) 871-1700

## Lehigh Riverport Condominium Association Resolution #2-2016

Amendment to Handbook of Rules for the Community

Whereas, the Lehigh Riverport Condominium Association is a Condominium Development comprised of 172 Units, and per Articles XII and XIV Section 14.2 of the Declaration of Lehigh Riverport Condominium provides the Executive Board the power to make reasonable rules and regulations changes from time to time.

AND Whereas, the Association Board has discussed the need for a penalty for less than ten days advanced notice for scheduling a move in or out, and finally at the Quarterly Meeting of June 22, 2016.

**AND Whereas,** the Association Board has made every attempt to be fair and balanced in considering this amendment to the handbook which was adopted at the Quarterly Meeting of June 24, 2015.

Be it Resolved; Effective August 1, 2016 for all owners and tenants of the Lehigh Riverport Condominium Riverport building:

- a. For any move in or out of the Riverport building, the moving form and fees must be submitted to the management office a minimum of ten (10) days prior to the move. Forms received with less than the minimum ten (10) days prior notice will require a 100% increase of the moving fee will and be due to the Association prior to scheduling the move.
- b. Using a POD type moving system in lieu of the standard moving vehicles (trucks and vans) will require an additional NON-REFUNDABLE FEE OF \$100 per day that the POD/CUBE is stored on the Riverport site per POD/CUBE, storage POD/CUBE placement is limited to one condominium at a time (1<sup>st</sup> come, first served) and never to exceed three (3) days.

**BE IT FURTHER RESOLVED** that the Executive Board of Directors of **LEHIGH RIVERPORT CONDOMINIUM ASSOCIATION** agree that this Handbook of Rules for the Community shall become effective on July 1, 2015 and replaces any and all previous resolutions, practices or related policies.

DULY RESOLVED and ADOPTED this 22<sup>nd</sup> day of June, 2016 by the members of the Lehigh Riverport Condominium Association Executive Board as follows.

Robal termer	_ Robert Haines, President
Allan	Joshua Shulman, Vice President
Tomenday	_ Thomas Donchez, Treasurer
Mele Drins	_Melanie Onesto, Secretary
Stephen Servis	_Stephen Lewis, Member
Witness: Marily falley Dated: June 22, 2016	

<b>Riverport Condominium Association</b> 11 West 2 <sup>nd</sup> Street, Bethlehem, PA 18015-1282 Site Office Phone: (610) 625-2790 Fax: (610) 871-1700



1620 Pond Road – Suite 150 Allentown, PA 18104-2284 Phone: (610) 264-0200

UNIT #	
CIRCLE ONE:	<b>MOVING:</b>

IN

OUT

MOVING REGISTRATION FORM Date of move that the Security Guard IS Needed: **Appointment Requested:			(Riverport office's confirmation area) (Date:) (Officer)				
		AM (8:30 /	A.M. TO 12	:30 P	M)	OR	PM (1 TO 5 PM)
Contact Name:		ation will be s	hared with t		-		ned for your move.
**ALL FEES:	Payable to	b Lehigh Riv	rerport C.A.	<u>(two</u>	checks d	or mone	ey orders please)
Refundable Se	curity Depc	osit \$250	and	d Non	-Refunda	able Fe	e \$105
IF YOU EXCEE MUST BE REN	<u>ED YOUR 4 H</u> DERED TO 1	IOUR APPOIN THE SECURIT	ITMENT TIMI Y PERSONN	E, A CI EL FO	HECK OR R EACH H	<u>MONEY</u> IOUR OF	ORDER FOR \$25 R PART OF HOUR.
<u>**MOVE IN:</u> So successfully co		osit is returr	ned under th	ne cor	ndominiu	m door	when move in is
Has Owner/Te (Office Provide							
**MOVE OUT: Return of depo	osit:	to forwardi	ndable Sec ng address AND SHRI				please)
PARKING PER	MIT return	ed?					
<b>↓ ↓</b>	₽	•	•		₽	₽	• •
Handbook Ack	nowledge		nplete & R (10) Days				ment Office ancy:
DATE:			Condom				
	ort Condo	ominium A	ssociation	Hand	dbook d	ated J	outlined in the une 24, 2015 on e.

PRINT NAME:		
SIGNATURE:		