

5100 FIFTH AVENUE

CODE OF REGULATIONS

ARTICLE I

Applicable Statute

This Code of Regulations is adopted pursuant to the Unit Property Act of the Commonwealth of Pennsylvania, (Act of July 3, 1963, P.L.196, 68 P.S. § 700.

ARTICLE II

Identity of Property

The property to which this Code shall apply is described in the Declaration recorded in the Recorder's Office of Allegheny County, Pennsylvania, in Deed Book Volume _____, Page _____, and in the Declaration Plan recorded in said office in Deed Book Volume 87, Page 69-82.

ARTICLE III

Name and Address

Section 1. The condominium shall be known by the name of 5100 Fifth Avenue.

Section 2. The registered office of 5100 Fifth Avenue shall be located at 5100 Fifth Avenue, Pittsburgh, Pennsylvania 15217.

ARTICLE IV

Meetings and Voting Rights of Unit Owner

Section 1. All meetings of Unit Owners shall be held at the principal office of 5100 Fifth Avenue or at such other place within the County of Allegheny, Pennsylvania, as the Council shall determine from time to time.

Section 2. Beginning with the year 1971, the annual meeting of the Unit Owners shall be held on the second Tuesday of November in each year, at 8:00 o'clock p.m. E.D.S.T., if not a legal holiday, and if a legal holiday, then on the next secular day following at the same hour. At such meetings, the Unit Owners shall elect the Council and transact such other business as may come before the meeting.

later amended

Section 3. Special meetings of the Unit Owners may be called at any time after the annual meeting of the Unit Owners in 1971 for any purpose or purposes by the President, or by a majority of the Council or by not less than twenty per cent (20%) of all of the then Unit Owners entitled to vote at the meeting called. At any time upon written request of any person or persons entitled to call a special meeting, it shall be the duty of the Secretary to call a special meeting of the Unit Owners entitled to vote thereat, but not less than ten (10) nor more than fifteen (15) days after the receipt of the request. If the Secretary shall neglect or refuse to issue such call, the person or persons making the request may do so. All requests for special meetings shall be in writing and shall specify the purpose or purposes thereof. The business to be transacted at all special meetings shall be limited to the purpose or purposes set forth in the notice thereof and matters germane thereto.

Section 4. Written notice of each meeting of the Unit Owners shall be given by or at the direction of the Secretary of other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Unit Owner entitled to vote thereat, addressed to the Unit Owner's address last appearing on the books of the Council or supplied by such Unit Owner to the Council for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purposes of the meeting.

Section 5. The President, or in his absence, the Vice President, shall preside at all such meetings.

Section 6. At every meeting of the Unit Owners, each Unit Owner present, in person or by proxy, and entitled to vote thereat, shall have the right to cast the number of shares set forth opposite his Apartment Number in Schedule A. The vote of fifty-one (51%) percent of the number of votes represented and entitled to vote at such meeting shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Declaration or of this Code of Regulations, a different vote is required, in which case such express provisions shall govern and control.

Section 7. All proxies shall be in writing and shall be filed with the Secretary and by him entered of record in the minutes of the meeting. A Unit Owner may appoint only his or her spouse or another Unit Owner as his, her or its proxy.

Section 8. Either before or after any meeting, a Unit Owner may, in writing, waive notice of such meeting. Such waiver of notice in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting, neither the business to be transacted at, nor the purpose of, the meeting need be specified in the waiver of notice of such meeting.

Section 9. Attendance of a Unit Owner, either in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a Unit Owner attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened.

Section 10. The number of Unit Owners having a majority of voting rights entitled to vote at any meeting, present in person or represented by proxy, shall constitute a quorum for the transaction of business. If, however, such majority shall not be present or represented at any meeting, the Unit Owners entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at such meeting, until a majority as aforesaid shall be present or be represented. At such adjourned meeting, at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally called. ✓

Section 11. The order of business at all meetings of the Unit Owners shall, unless otherwise determined by action of the Unit Owners present or represented, be as follows:

- (a) Roll Call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of inspectors of election
- (g) Election of Council
- (h) Unfinished business
- (i) New business

ARTICLE V

Council

Section 1. The business and affairs of 5100 Fifth Avenue shall be managed by a council composed of five (5) persons, at least three (3) of whom shall be Unit Owners of 5100 Fifth Avenue or officers or directors of a corporate Unit Owner, or partners of any partnership owning units of 5100 Fifth Avenue, and two (2) of which shall be the President and Vice-President of 5100 Fifth Avenue.

Section 2. Each Council member named in the Declaration shall hold office until the annual meeting of the Unit Owners in the year 1971 or until his successor shall have been elected and qualified, whichever shall first occur.

Section 3. At the annual meeting of the Unit Owners in the year 1971, the term of office of two (2) council members elected shall be for three (3) years, the term of office of two (2) Council members shall be for two (2) years; and the term of office of one (1) Council member elected shall be for one (1) year. The Council members receiving the largest number of votes shall serve the longest terms. At the expiration of the term of office of each respective Council member, his successor shall be elected to serve a term of ~~three (3) years~~. The Council member shall hold office until their successors have been elected and qualified.

CUMULATIVE
VOTING
PERMITS

In all elections of Council members, each Unit Owner shall have the right, in person or by proxy, to multiply the number of votes to which he may be entitled by the number of directors to be elected and he may cast the whole number of said votes for one candidate or he may distribute them among any two or more candidates.

Section 4. Vacancies in the Council shall be filled by a majority of the remaining Council members and each person so elected shall be a Council member until the successor is elected by the Unit Owners, who may make such election at the next annual meeting of the Unit Owners or at any special meeting duly called for that purpose.

Section 5. Any one or more of the Council members may be removed with or without cause by the vote of two-thirds of the Unit Owners entitled to vote at any duly held regular or special meeting of the Unit Owners, and a successor may be elected to fill the vacancy thus created.

Section 6. No person shall receive any compensation for acting as a Council member but may receive compensation for services rendered to or for 5100 Fifth Avenue in any other capacity.

Section 7. The Council may exercise all such powers of 5100 Fifth Avenue and may do all such acts and things, as are not by law or by this Code of Regulations directed or required to be exercised and done by the Unit Owners.

Section 8. The Council shall require that all officers and employees of 5100 Fifth Avenue handling its funds shall furnish fidelity bonds in such amounts as the Council shall determine. The premium on such bonds shall be paid by 5100 fifth Avenue.

Section 9. Meetings of the Council may be held at such place within the County of Allegheny as a majority of the Council may from time to time designate or as may be designated in the notice calling the meeting.

Section 10. The first meeting of each new Council elected by the Unit Owners shall be held within thirty (30) days after such election upon at least five (5) days' written notice.

Section 11. Regular meetings of the Council may be held at such time or times and place as shall be determined by a majority of the Council. Notice of the regular meetings of the Council shall be given to each Council member personally or by mail or by telegraph, at least five (5) days prior to the day fixed for such meeting.

Section 12. Special meetings of the Council may be called by the President on not less than five (5) days' notice to each council member either personally or by mail or by telegraph, which notice shall state the time, place and purposes of the meetings. Special meetings of the council may also be called in like manner and upon like notice on the written request of at least three Council members.

Section 13. Either before or after any meeting of the Council any Council member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Council member at any meeting of the Council shall be a waiver by him of notice of the time and place thereof, unless said Council member has attended for the sole purpose of objecting to the meeting. If all the Council members are present at any meeting of the Council, except for the purpose of objecting to the transaction of any business for good and lawful cause, no notice shall be required and any business may be transacted at such meeting.

Section 14. At all meetings of the Council, a majority of the Council members in office shall be necessary to constitute a quorum for the transaction of business, and the acts of the majority of the Council members present at a meeting at which a quorum is present shall be the acts of the Council. If, at any meeting of the Council, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. If all the Council members shall severally or collectively consent, in writing, duly filed with the Secretary to any action to be taken by 5100 Fifth Avenue, such action shall be as valid as though it had been authorized at a meeting of the Council.

Section 16. The Council members, by resolution adopted by the majority of the entire Council, may at any time elect two (2) or more of their number as an executive committee which shall, in the intervals between meetings of the Council, exercise such powers and perform such duties as may from time to time be prescribed by the Council. Such committee shall be subject at all times to the control of the Council. Unless otherwise authorized by the Council, such committee shall act by unanimous vote of its members at a meeting or by a writing signed by all its members. Any act or thing done by such committee within the scope of the power delegated to it, shall be as effective for all purposes as the act or authorization of the Council. The committee shall keep regular minutes of its proceedings and shall report to the Council all actions taken by it.

Section 17. The Council shall have the following powers and duties in addition to those vested in it under the law, the Declaration and this Code of Regulations:

- (a) The maintenance, repair and replacement of the common elements; ✓
- (b) The assessment and collection of funds from unit owners for common expenses and the payment of such common expenses;
- (c) The promulgation, distribution and enforcement of rules governing the details of the use and operation of the property and the use of the common elements, subject to the right of the number of the unit owners which constitute 60% of the votes represented and entitled to vote at any regular or special meeting to change any such rules;
- (d) To appoint, employ and remove at any time any agent or employee of 5100 Fifth Avenue; and to prescribe the duties of and fix the compensation for any agent or employee of 5100 Fifth Avenue. Nothing contained in this Code of Regulations shall be construed to prohibit the employment of any Unit Owner, officer or Council member of 5100 Fifth Avenue in any capacity whatsoever.
- (e) To exercise for 5100 Fifth Avenue all powers, duties and authority vested in or delegated to 5100 Fifth Avenue, or which it may lawfully exercise, in carrying out or in furtherance of its purposes or any of them.

- (f) To submit at each annual meeting of the Unit Owners a statement of the operations of 5100 Fifth Avenue during the preceding year, together with a report of the general financial condition of 5100 Fifth Avenue. Copies of such annual financial reports shall be sent to each Unit Owner within sixty (60) days following the close of the preceding fiscal year.
- (g) To make or cause to be made a proposed budget for the ensuing year, a copy of which shall be mailed to each Unit Owner at least (10) days prior to the annual meeting.
- (h) To elect all officers of 5100 Fifth Avenue and to fill all vacancies which may occur.

ARTICLE VI

Officers ✓

Section 1. The officers of 5100 Fifth Avenue shall be a President, a Vice-President, a Secretary and a Treasurer and such other officers as the Council may create by resolution from time to time. Any officer may be removed by a majority of the entire Council at any time. All of said officers shall be elected by the Council and each such officer shall hold office until his successor is elected and qualified. No person may be the President or Vice-President who shall not be a Unit Owner or an officer or director of a corporate Unit Owner, or a partner of any partnership owning a unit in 5100 Fifth Avenue.

Section 2. The election of officers shall take place at the first meeting of the Council following each annual meeting of the Unit Owners.

Section 3. The President and Vice-President shall be members of the Council.

Section 4. The President shall be the chief executive officer of 5100 Fifth Avenue. He shall preside at all meetings of the Unit Owners and of the Council. He shall have general and active management of the business of 5100 Fifth Avenue.

Section 5. The Vice-President shall, in the absence or disability of the President, perform the duties and exercise the powers of the President. He shall also perform such other duties as shall from time to time be delegated to him by the Council.

Section 6. The Secretary shall keep the minutes of all meetings of the Council and the minutes of all meetings of the Unit Owners of 5100 Fifth Avenue; he shall have charge of such of the books and papers as the Council may direct, all of which shall, at reasonable times and for reasonable purposes, be open to the examination of any Unit Owner, Officer or Council member, upon application at the office of 5100 Fifth Avenue during business hours.

Section 7. The Treasurer shall have custody of 5100 Fifth Avenue funds and securities and shall cause full and accurate accounts of receipts and disbursements to be kept in books belonging to 5100 Fifth Avenue. He shall deposit all monies and other valuable effects in the name, and to the credit of 5100 Fifth Avenue in such depositories as may from time to time be designated by the Council.

Section 8. An Assistant Secretary, if appointed, shall in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and such other duties as shall be delegated to him by the Council.

Section 9. An Assistant Treasurer, if appointed, shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer, and such other duties as shall be delegated to him by the Council.

Section 10. No person shall receive any compensation for acting as an officer of 5100 Fifth Avenue but may receive compensation for services rendered to or for 5100 Fifth Avenue in any other capacity.

ARTICLE VII

Payments of Common Expenses and Other Expenses by Unit Owners

Section 1. As provided in Article V, Section 17, the Council shall determine all matters relating to maintenance, repair and replacement of the common elements and also all matters relating to the common expenses.

Section 2. The Council shall pro-rate costs involved in Section 1 above, among all the Unit Owners in proportion to their ownership in the common elements, provided, however, that if any cost is occasioned by the negligence of any unit owner or owners, said cost shall be borne by said Unit Owner or Owners.

Section 3. The total amount of the charges required for each calendar year shall be estimated by the Council at least one (1) month prior to the beginning of each calendar year. Such estimate may include an amount for unanticipated or under-estimated costs, charges and expenses and deficits incurred in any prior year or years, and may further include amounts to be accumulated in any reserve funds for expenditures which may be required in future years for other than ordinary current maintenance, repairs, costs and expenses. The first such charge may be estimated and made for less than a full year, and in such event the Maintenance Charge for such period shall be payable in equal monthly installments for the remainder of such calendar year, beginning on the first day of the month immediately following the determination of such estimate by the Council. Thereafter, each annual Maintenance Charge shall be payable in twelve (12) equal monthly installments beginning on the first day of January of each calendar year.

The annual budget shall be sent to unit owners at least ten (10) days prior to the annual meeting, at which time the budget shall be approved in the same manner as other business brought before the meeting. After the annual budget has been approved by the required vote, the Council shall cause a statement to be sent to each Unit Owner; which statement shall reflect the total amount of the annual maintenance budget thus approved, the

the common element percentage obligation therefore attaching to each respective unit and the corresponding monthly payments to be made by each Unit Owner. Each Unit Owner shall then be required to make his respective Monthly Maintenance Payment to the Council or its designee without further billing or request therefor. Any charge assessed against a unit may be enforced by suit by the Council acting on behalf of the unit owners in an action in assumpsit: Provided, that each suit when filed shall refer to the Unit Property Act, Act of July 3, 1963, P.L. 196, and to the unit against which the assessment is made and the owner thereof and shall be indexed by the prothonotary as lis pendens. Any judgment against a unit and its owner shall be enforceable in the same manner as is otherwise provided by law.

Until the Council shall otherwise determine, the monthly charges to be paid by each Unit Owner shall be in accordance with the budget attached.

Section 4. In the event that the Council decides that additional monies are required in addition to those set forth in the annual budget, the Council shall give the Unit Owners at least thirty (30) days written notice of the total monies required and allocate and amounts among the Unit Owners together with time for payment of said proportionate amounts which may be at one time or in installments, as the Council decides, provided, however, that if Unit Owners representing 40% of the votes of 5100 Fifth Avenue object in writing to said additional assessments within fifteen (15) days after mailing of such notice, the Council shall call a special meeting of the Unit Owners for the purpose of obtaining approval of said assessments, at which meeting the assessments of the Council, must receive the same affirmative vote as in the case of the annual budget. ✓

Section 5. Any surplus funds remaining in 5100 Fifth Avenue at the end of the calendar year may, at the discretion of and at the time determined by the Council, be refunded in whole or in part to the then Unit Owners proportionately according to the common element percentages attaching to each unit, or may be applied in the said proportion as a credit to future Maintenance Charges to become payable by each Unit Owner for each dwelling unit or may be deposited to any reserve fund established by Council. In the event that any refunds or credits against future Maintenance Charges are to be made or given, the amount thereof to which any such Unit Owner shall be entitled may be applied toward the payment of any indebtedness of such Unit Owner to Council.

Section 6. The Council shall maintain fire and other hazard and liability insurance on the entire property, and take charge of disbursement of fire and other hazard insurance and other proceeds for repair or reconstruction of any portion of the property, and arranging for the management of the property pursuant to an agreement containing provisions relating to the duties, obligations, removal and compensation of the management agent.

Section 7. From the funds appropriated under and pursuant to the Annual Budget and paid to the Council by way of Monthly Maintenance Payments, the Council shall acquire and pay for:

(a) A policy or policies of fire and other hazard insurance, for the full insurable value (replacement cost) of the building and improvements in the project (unless paid for by mortgage from funds impounded for that purpose). These policies shall be reviewed once a year and increased as necessary to provide maximum coverage. Such insurance shall be obtained in the name of the Council as Trustee for all of the owners and their mortgagees, as their interest appears. The provisions hereof are not to be construed as diminishing the right of such owner to insure his particular unit for the owner's individual benefit.

(b) A policy or policies of insurance insuring the Council and all of the unit owners against any liability to the public or to the unit owners, their invitees, guests and tenants, incident to the ownership and use of the common elements and the units; the liability under such policies shall be not less than Three Hundred Thousand Dollars (\$300,000.00) for any one person injured, Five Hundred Thousand Dollars (\$500,000.00) for any one accident, and Twenty-Five Thousand Dollars (\$25,000.00) for property damage, and such policy limits shall be reviewed at least every five (5) years by the Council and may be increased in its discretion.

(c) A policy of Workmen's Compensation Insurance to the extent necessary to comply with applicable laws.

ARTICLE VIII

Sale or Lease by Unit Owner

Any owner who wishes to sell, lease, or rent his unit shall, at least thirty (30) days prior to accepting any offer to sell, lease or rent, give to Council written notice of the terms of such offer, which notice shall specify the name and address of the offeror. If, within said thirty day period, time being of the essence, Council or its nominee submits to the owner an identical or more favorable offer to sell, lease, or rent, the selling owner must accept the offer of said Council in preference to the original offer described in the notice. In the event Council fails to submit in writing to the selling owner an identical or more favorable offer within thirty days of receipt of notice of the selling owner's offer, time being of the essence, then the selling owner may sell his apartment to this original offeror. In any event Council shall have sole discretion in this matter and no vote or approval of the Unit Owners is required.

ARTICLE IX

Miscellaneous

Section 1. All bills payable, notes, checks or other negotiable instruments and all contracts of 5100 Fifth Avenue shall be made in the name of 5100 Fifth Avenue Condominium and shall be executed by the President or Vice-President and by the Secretary or Treasurer, unless otherwise authorized by the Council.

Section 2. The fiscal year of 5100 Fifth Avenue shall begin on the first day of January and end on the 30th day of December of every year except that the first fiscal year of 5100 Fifth Avenue shall begin as of the sale of the first unit.

Section 3. No contract or other transaction between 5100 Fifth Avenue and any other corporation, firm or individual and not act of the Council members, Officers or Unit Owners of 5100 Fifth Avenue shall, in any way, be affected or invalidated by the fact that any of its Unit Owners, Council members or Officers is pecuniarily otherwise interested as an owner, Council member, officer or otherwise in such other corporation or firm; provided that such fact shall be disclosed to the Council; and any Council member who is also a shareholder, director, employee or officer of such other corporation or a member, employee or owner of such other firm, or who is so interested may be counted in determining the existence of a quorum at any meeting of the Council which shall authorize such contract or transaction, and may vote thereat to authorize such contract or transaction with like effect as if he were not such shareholder, director, officer, member, employee or owner of such other corporation or firm, or where not so interested.

ARTICLE X

Maintenance of Patios and Balconies

Section 1. While all adjacent and connecting patios at ground level and all balconies above ground and connected to individual apartments of 5100 Fifth Avenue are common elements, each Unit Owner has an exclusive easement for the use and enjoyment of the patio or balcony adjacent and connecting with his individual apartment. Accordingly, the costs of maintenance thereof shall rest with and be borne by the Unit Owner of the apartment to which said balcony or patio is connected.

Section 2. Notwithstanding the provisions of ARTICLE X, Section 1, hereinabove, the costs and burden of maintaining any retaining walls bordering or on the ground floor patios shall rest with the Council and shall be paid for out of the Common Element Maintenance Fund.

Section 3. No Unit Owner may excavate, dig or change any patio or the lay of the underlying or adjacent ground in any way or manner.

ARTICLE XI

Modifications and Amendment

Section 1. Notwithstanding anything in this Code of Regulations to the contrary, this Code of Regulations may be altered, revised or modified upon the written consent of the numbered Unit Owners representing 60% of the votes of 5100 Fifth Avenue. Any such revision, alteration, or modification shall be recorded in the Recorder's Office of Allegheny County, Pennsylvania, and shall become effective as of the date of such recording.

60% Vote required to modify the Code of Regulations

ARTICLE XII

Construction of Provisions

Section 1. The provisions of this Code of Regulations shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium apartment building. Failure to enforce any provision hereof will not constitute a waiver of the right to enforce said provision or any other provision hereof.

ARTICLE XIII

Conflicts Between Declaration and Code of Regulations

Section 1. In the event of any conflict or inconsistency between this Code of Regulations and the Declaration, the Declaration shall govern.

ARTICLE XIV

Severability of Provisions

Section 1. The provisions hereof shall be deemed independent

SCHEDULE "A"
TO THE CODE OF REGULATIONS

*AS CORRECTED / AMENDED
12-13-71*

<u>UNIT NO.</u>	<u>PERCENTAGE</u>
301	1.63%
302	1.63%
303	2.08%
304	2.57%
305	2.11%
306	1.63%
307	2.11%
308	2.57%
309	1.99% (2.08%)
310	1.63%
311	2.08%
312	2.62%
314	1.60%
315	2.11%
317	2.11%
319	2.57% (2.08%)
401	2.08%
402	1.60%
403	2.08%
404	2.57%
405	2.57% (2.08%)
406	1.60%
407	2.08%
408	2.57%
409	2.08%
410	1.60%
411	2.08%
412	2.57%
414	1.60%
415	2.08%
417	2.08%
419	2.57%
501	2.08%
502	1.60%
503	2.08%
504	2.57%
505	2.08%
506	1.60%
507	2.08%
508	2.57%
509	2.08%
510	1.60%
511	2.08%
512	2.57%
514	1.60%
515	2.08%
517	2.08%
519	2.57%

48 units

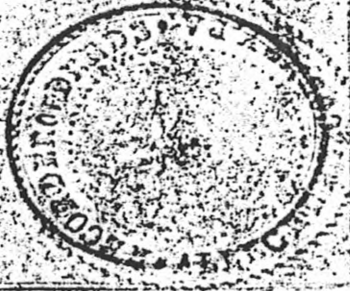
100.17% 100.00%

JUN 8 12 01 PM '71

STATE OF PENNSYLVANIA } S.S.
 COUNTY OF ALLEGHENY }

RECORDED IN THE OFFICE FOR THE RECORDING OF
 DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THIS 8th DAY
 OF June A. D. 19 71 IN Deed
 BOOK VOL. 4966 PAGE 307. WITNESS MY HAND AND SEAL
 OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

John J. [Signature] RECORDER



25814

JUN 8 1971

PAGE 307

VOL. 4966
4966

Code of Regulations

5100 Fifth Avenue

2750

14

TO BE MAILED

*Marvin Schreiber, Esq.
1018 Frick Bldg.
Pittsburgh, Pa. 15219*