

5000 FIFTH AVENUE CONDOMINIUM

**RULES PERTAINING TO CONTRACTORS PERFORMING
ALTERATIONS WITHIN UNITS**

Contractor shall be obligated to do the following items:

1. Contractor shall be responsible for keeping the corridors and elevator clean at all times.
2. Elevator pads are required when transporting construction equipment and/or material, except small hand tools, to and from the unit.
3. Contractor or service personnel may only use the rear elevator.
4. All readily air-borne debris and spillable materials shall be transported through the common elements only in tightly-sealed containers.
5. The floor of the unit under construction shall be cleaned regularly to remove dust that might otherwise be blown or tracked out of the unit.
6. The corridor doors of the unit shall be kept closed at all times except when entering or leaving a unit.
7. Vehicles parked on Association property must be registered at the front desk and a key left at the front desk unless the vehicle is parked in the customer's garage space.
8. Work is restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays.

ACKNOWLEDGED ON THIS _____ day of _____, 19

Contractor _____

Unit Owner _____

UNIT # _____

AMENDMENT TO THE CODE OF REGULATIONS

**Amendment to the Code of Regulations
Of
5000 Fifth Avenue Condominium**

Article IV, section 3 of the Code of Regulations of 5000 Fifth Avenue as it relates to Election and term of Office shall be amended to include the following:

- a. “Each respective Council member, upon completion of two consecutive three-year terms, shall be ineligible for re-election to Council for a period of one year.”

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania

County of Allegheny

On this 23 day of April, 2003, before me, the undersigned officer, personally appeared Leon Netzer and William Smith, both known to me (or satisfactorily proven) who acknowledged that they executed this instrument for the purposes stated therein.

Linda Zehfuss
Notary Public



Notarial Seal
Linda Zehfuss, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Dec. 3, 2003
Member, Pennsylvania Association of Notaries

RESOLUTION OF THE COUNCIL

OF 5000 FIFTH AVENUE CONDOMINIUM ASSOCIATION

On the 6th day of July, 2011, a duly called Council Meeting took place and all Council Members were in attendance.

The President announced that one of the items on the agenda was Council's consideration and adoption of a penalty policy for the violation of Rule 19 limiting major renovations to a maximum of six (6) months, as discussed at prior meetings of Council.

Upon Motion, duly seconded and unanimously carried, it was hereby resolved as follows:

1.) Penalty for Violation of Rule 19. Rule 19 of the Rules and Regulations provides as follows:

“Major renovations, including any series of renovations, in units of new owners will be limited to a maximum of six (6) months. During that time, they will strictly adhere to Rule 17, which addresses the issue of construction hours and the specific set of rules pertaining to contractors performing alterations within the units.

This resolution has been adopted because unit owners do not want to be disturbed and inconvenienced for months on end while another unit owner continues various projects with no completion date in the foreseeable future. This will not be allowed in the future.”

Due to the fact that the above referenced Rule 19 has been regularly violated by Unit Owners, and due to the resultant nuisance to other Unit Owners, Council hereby adopts a penalty in the amount of One Hundred Fifty (\$150.00) Dollars per day for each day that construction and/or renovations (including any series of projects or renovations) continues past the maximum period of six (6) months. For purposes of this rule, construction or renovations, includes but is not limited to, any long term repair,

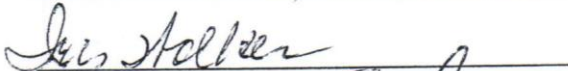
restoration, building, refurbishing, redecorating and/or remodeling which will create any level of noise which carries from unit to unit.”

- 2.) Those who are in violation of Rule 19 as of the effective date of this penalty shall be notified, in writing, and the penalty shall be assessed after a thirty (30) day grace period to complete the construction prior to the effective date of this penalty.
- 3.) A copy of this Resolution shall be distributed to all Unit Owners of record.
- 4.) The penalty for violation of Rule 19 shall become effective August 1, 2011.

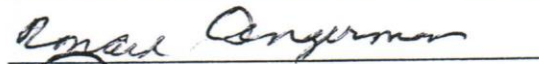
5000 Fifth Avenue Council



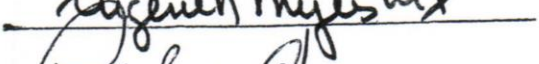
David L. Schneider



Mrs. Helber



William Smith



Roman Angerman



Eugene Myles



Paul A. Blum

5000 Fifth Avenue Association Resolution

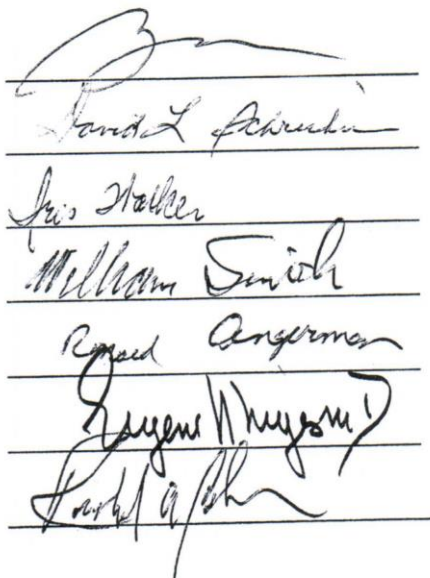
Because of the probability that electrically powered vehicles as well as vehicles that operate on compressed natural gas or bio-fuels will be marketed in the United States by 2010, this Board has decided to adopt the within Resolution to proactively address how foreseeable accommodations will be handled at this Association.

This Association will not provide any unit owner/resident access to the association's electrical power to fuel/re-charge any privately owned electrically powered vehicle. If/When a resident or unit owner purchases an electrically powered vehicle, that resident/unit owner must make appropriate arrangements with the Association Board to have electricity brought to the owners parking space and the cost of that wiring installation and power usage must be paid entirely by the benefitting resident or unit owner. Moreover, it is possible that there may not be sufficient housing for such additional electrical draw. Again, the benefitting unit owners/ resident would be responsible for paying all costs of bringing ample house power to their parking space. The Association Board will require a professionally prepared drawing containing all relevant electrical demand estimates before the Board reviews or approves such requests. All such requests must be in writing and Board approval, if granted, must also be in writing because on the impact such work might have on common element property.

Additionally, the Board will not permit the storage of any compressed natural gas or bio-fuels anywhere on or within the association's property.

This Resolution was adopted on this 6th day of July, 2011, with an immediate effective date. All unit owners of record at the time this Resolution was adopted were given a copy of this action. This Resolution should be retained with your set of governing documents, policies, procedures, House Rules and other Resolutions pertinent to the operation of this Association.

Board signatures indicating the adoption of this Resolution appear as follows:



Five handwritten signatures are listed on lined paper. From top to bottom, the signatures are: David L. Schreiner, Jim Walker, William Smith, Roger Angerman, and David A. [unclear].

5000 FIFTH AVENUE CONDOMINIUM ASSOCIATION

5000 Fifth Avenue
Pittsburgh, PA 15232
412-681-1111

TO: All Unit Owners of Record
FROM: 5000 Fifth Avenue Council
DATE: July 27, 1998
RE: Newly Adopted House Rule

The attached house rule was adopted by Council at its July 23rd meeting. Please add this rule to your Rules and Regulations for 5000 Fifth Avenue.

Rule 19 – Major renovations, including any series of renovations in units of new owners will be limited to a maximum of six (6) months. During that time, they will strictly adhere to Rule 17, which addresses the issue of construction hours and the specific set of rules pertaining to contractors performing alterations within the units.

This resolution has been adopted because unit owners do not want to be disturbed and inconvenienced for months on end while another unit owner continues various projects with no completion date in the foreseeable future. This will not be allowed in the future.

RESOLUTION OF THE COUNCIL
OF 5000 FIFTH AVENUE CONDOMINIUM ASSOCIATION

On the 6th day of March, 2013, a duly called Council Meeting took place and all Council members were in attendance.

The President announced that one of the items on the agenda was the Council's consideration of a revision to the penalty policy for the violation of Rule 19 limiting major renovations to a maximum of six (6) months, as previously adopted on July 6th, 2011, in order to clarify the intent and application of the previously enacted resolution.

Upon Motion, duly seconded and unanimously carried, it was hereby resolved that the following provisions regarding the Penalty for Violation of Rule 19, as well as the reasons for the penalty and its revision, and the manner of assessment of the penalty shall be considered as a part of Rule 19.

1) Penalty for Violation of Rule 19, Rule 19 of the Rules and Regulations is hereby revised to read as follows:

Any renovations, including any series of renovations, in units of new or existing owners will be limited to a maximum of six (6) months, from the time that such renovation shall begin, until it is completed. No renovation of any kind may begin, without written notice to the Board, and a specified start date. A renovation includes any construction, and is not limited to electrical rewiring, and installing attached fixtures and appliances.

Such six (6) months time period shall begin to run as of that start date. During that six (6) months time period, such owner will strictly adhere to Rule 17, which addresses the issue of construction hours and the specific set of rules pertaining to contractors performing alterations within the units.

Completion shall not be deemed to have occurred until such time as the Board concludes there shall no longer be a need to employ any workmen on site for any reason other than to repair or replace an equipment malfunction. In the event that the Board makes the mistaken determination that the work has been completed and any workman is brought to the unit for any reason other than an equipment malfunction, the penalty provided herein may be reassessed as if the completion had not been concluded to have occurred.

2) Reasons for the Penalty, as revised:

a) Noise

The Board has concluded that noise is one of the most annoying circumstances that should be eliminated, whenever and wherever possible.

b) Inconvenience

The Board has concluded that renovations cause more inconvenience than any other activity undertaken by unit owners. The inconvenience caused by renovations includes, but is not limited to; a) dirt, dust and other contaminants in the air and on surfaces that is unsightly and, under certain circumstances, can pose a health threat; b) protective coverings on walls and floors that can be unsightly and pose tripping or other hazards or obstacles; c) odors and fumes, which can be annoying and pose health risks.

c) Elevator Use

Often, by necessity, contractors working on renovations need to use the garage elevator. Often, the elevator is made less available to the unit owners during working hours, and/or items are left on the elevator, limiting the unit owners' use of the elevator.

d) Driveway availability

Often, contractors keep their vehicles in the driveway at the garage entrance. That ties up the driveway, making it less available to others who provide services to the building or to the unit owners for day to day maintenance and repairs.

3) Assessment

The present penalty in the amount of One Hundred Fifty (\$150.00) Dollars per day that a unit owner is in violation of this provision shall remain in force. By way of explanation, the penalty shall begin on the first day after the period of six (6) months has expired from the day that the renovation was begun. During the fourth month after the beginning of the renovation, the Board shall provide written notice to any unit owner, at that unit owner's unit address, that the penalty will be imposed, beginning at the end of the stated six month period.

The penalty will be imposed for every calendar day, except weekends and holidays, during which weekends and holidays construction is not permitted. Once the six month period permitted has expired, if, due to exigent circumstances, the Board allows work to be done on a holiday or a weekend day, the penalty shall be imposed for each such day.

4) Payment of the Penalty

The payment shall be due on the first of each month following the beginning of the penalty period, and shall continue to be due on the first of each month following until the renovation is completed. In addition, a penalty equal to the maintenance fee late penalty shall be assessed in the same manner as the maintenance fee late penalty is assessed. In the event that the unit owner fails to pay the penalty and any late fees assessed within 60 days from the date any such payment is due, the Board shall have the right to file a lien against that unit owner's property interest on behalf of the condominium association, and any fees and costs paid in connection with that lien being filed shall be payable by the unit owner in the same manner as set forth herein.

Because this revision is intended to clarify the intent and application of the previously enacted Resolution, it shall become effective immediately.

A copy of this Resolution shall be distributed to all Unit Owners of record as of the date set forth above.

5000 Fifth Avenue Council:

Chris Skum

Eugene N. Mysuski

William Smith

Doris L. Schenk

Harlyn Patterson

Dred M. Rock

Richard A. Cohen

October 6, 2016

THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
5000 FIFTH AVENUE CONDOMINIUM ASSOCIATION

WHEREAS, 5000 Fifth Avenue Condominium (“5000 Fifth Avenue”) was created by recording a Declaration in the Office of the Recorder of Deeds of Allegheny County (“Recorder of Deeds”) on or about January 31, 1980, at Deed Book Volume 6217, Page 653 (“Declaration”); and

WHEREAS, a First Amendment to the Declaration dated November 14, 1980 was recorded in the Office of the Recorder of Deeds at Deed Book Volume 6327 beginning at Page 9 on or about December 2, 1980; and

WHEREAS, a Second Amendment to the Declaration, dated June 6, 1985, was recorded on or about October 15, 1985 in the Office of the Recorder of Deeds in Deed Book Volume 7174, Page 187; and

WHEREAS, The Declaration, at Section 9, sets forth certain standards to maintain the community and protect the property values and investments for each Unit Owner; and

WHEREAS, the Declaration, at Section 9, provides Council with an option to purchase a Unit in the event a Unit Owner receives an acceptable, arms length, bona fide “Outside Offer” to purchase the Unit Owner’s Unit; and

WHEREAS, the Declaration makes reference to leasing a Unit, and the Unit Owners and Council of the Condominium Association have determined that it would be in the best interest of the Condominium Association to restrict future leasing for the purpose of maintaining the quality of residential living within 5000 Fifth Avenue; and

WHEREAS, the Declaration, at Section 13(b), provides that a resolution adopting a proposed Amendment must be approved by Unit Owners holding not less than seventy-five (75%) per cent of the proportionate undivided interest in the Common Elements, and further provides that Unit Owners not present at the meeting considering the Amendment may express their approval to the Secretary of Council, in writing, either before such meeting or within thirty (30) days following such meeting; and

WHEREAS, this Third Amendment has been approved by following the procedure of obtaining an affirmative vote of Unit Owners holding not less than seventy-five (75%) per cent of the proportionate undivided interest in the Common Elements entitled to cast a vote at 5000 Fifth Avenue.

NOW THEREFORE, after obtaining an affirmative vote of the Unit Owners holding not less than seventy-five (75%) per cent of the proportionate undivided interest in the Common Elements, the Declaration of 5000 Fifth Avenue is hereby amended as follows:

First: The above recitals are incorporated herein by reference.

Second: Section 9 of the Declaration of 5000 Fifth Avenue is hereby amended as follows:

9. MAINTENANCE OF COMMUNITY INTEREST: To maintain a community of congenial residents and to protect the value of the Units and to assure the financial ability of each Unit Owner to pay assessments made against him or her, the transfer of any Unit shall be subject to the following provisions of the Declaration, as amended, which provisions each Unit Owner covenants to observe:

a) No Unit Owner may sell or transfer his or her Unit or any interest therein except by complying with the provisions of this Section 9; and

- b) All Units shall be occupied by the Unit Owner or a member of the Unit Owner's family (as defined below) for residential purposes only. A transfer or sale by a Unit Owner to a family trust or family partnership will not be considered to be an Outside Offer (as defined below) provided that the family trust or family partnership is for the benefit of a member of the transferring or selling Unit Owner's family and the residents of the Unit are the trustee and/or the beneficiaries who constitute a member of the transferring or selling Unit Owner's family and the family trust or family partnership limits the use of the Unit for single family residential purposes only. For purposes of this section, family or immediate family mean individuals interrelated by blood, adoption or marriage who are the parents, children or grandchildren of the Unit Owner. The provisions of Section 7(a) shall remain in full force.
- c) No Unit Owner may rent or lease his/her Unit or any portion thereof. Any leasing or renting of a Unit by a Unit Owner is prohibited. The occupancy of a Unit by a non-Unit Owner will be deemed a lease regardless of whether rent or other consideration is exchanged between the parties. The occupancy of a Unit by a Unit Owner's immediate family shall not be deemed a lease of the Unit and shall be permitted.
- d) Any Unit Owner who receives an arms length, bona fide offer for the sale of his or her Unit (hereinafter called an "Outside Offer") which he or she intends to accept, shall give notice to the Council of the name and address of the proposed purchaser together with a copy of such Outside Offer containing a full

description of the terms thereof and such other information as the Council may reasonably require. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Council on behalf of all the Unit Owners that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Unit Owner shall offer to sell such Unit to the Condominium Association, or its designee, on behalf of the Unit Owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The Unit Owner offering to sell a Unit shall certify that such Unit Owner believes the Outside offer to be bona fide in all respects. The procedure for complying with this Section shall be as follows:

- (i) Within fifteen (15) days after Council's receipt of an Outside Offer from a Unit Owner to purchase the Unit from the Unit Owner, Council shall notify all Unit Owners and the Unit Owner of its intention to exercise or decline the option to exercise the right to purchase said Unit, on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the Unit Owner; and
- (ii) in the event that Unit Owners holding not less than seventy-five per cent (75%) of the Common Elements agree to purchase the Unit within fifteen (15) days of notice from the Council, Council shall elect to purchase such Unit or cause the same to be purchased by its designee, and title shall close in accordance with the terms and

conditions in the Outside Offer at the office of a title company designated by Council on the date specified in the Outside Offer, or if no date is specified, within forty-five (45) days after giving notice by Council of its election to accept such Outside Offer; or

- (iii) in the event Council or its designee shall fail to accept such Outside Offer within fifteen (15) days, the Unit Owner may, within sixty (60) days after the expiration of the period in which the Council or its designee might have accepted such Outside Offer, sell the Unit to the Outside Offeror on the same terms and conditions set forth in the notices of such Outside Offer from the Unit Owner to Council; and
 - (iv) the right of first refusal contained in these provisions may be released or waived by Council in writing, in which event the Unit may be sold and/or conveyed free and clear of the provisions of this Section.
- e) Any Deed to and Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the Code of Regulations and the Rules and Regulations, as the same may be amended from time to time.
- f) In the event the offering Unit Owner shall not, within such 60-day period, sell such Unit to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if such contract is not fulfilled, then the Unit Owner shall be required to comply with all of the terms and conditions of this

Section 9 in order to sell the Unit to a subsequent offeror.

- g) Upon written request of any prospective transferee, purchaser or an existing or prospective holder of a Permitted Mortgage (as defined in Section 10 of the Declaration) on any Unit or any interest therein, Council shall immediately, or, if any time period is stated, before the end of such time period, issue an acknowledged in recordable form, which certificate shall be conclusive evidence of the facts contained therein, evidencing that:
 - (i) with respect to a proposed sale under Section 9 of the Declaration, proper notice was or was not given by the selling Unit Owner and that Council did or did not elect to exercise its option for purchase; and
 - (ii) with respect to a deed to a holder of a Permitted Mortgage or its nominee in lieu of foreclosure, and a deed from such holder or its nominee pursuant to Section 9 of the Declaration, such deed is subject to the provisions of Section 9 of the Declaration as amended; and
 - (iii) with respect to any contemplated transfer which is not a sale, the transfer is subject to the provisions of Section 9 of the Declaration as amended.

- h) If any Unit Owner shall default under a Permitted Mortgage secured upon his/her Unit or any interest therein, and such default shall entitle the holder thereof to foreclosure, including delivery of a deed to such holder in lieu of foreclosure, the delivery of such deed shall be subject to the

provisions of Section 9 of the Declaration, and the purchaser (or grantee under such deed in lieu of foreclosure) of such Unit or any interest therein shall be thereupon and thereafter subject to the provisions of the Declaration, the Code of Regulations and the Rules and Regulations of 5000 Fifth Avenue.

No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate or sell his Unit unless and until he has paid in full to the Association all unpaid common charges or other obligations owed to the Association theretofore by the Council against his/her Unit.

j) If any Unit Owner attempts to sell his/her Unit or any interest therein without giving Council the right of first refusal as herein provided, such sale shall be void and shall confer no title or interest whatsoever upon the intended purchaser or lessee; except that a transfer of ownership or sale to immediate family members as defined in Section 9(b) or to a family trust or family partnership referenced in Section 9(b) is not considered a sale for this purpose provided the new Unit Owner acknowledges that the Unit is to be used for single family residential purposes only and the occupants are bound by the Declaration, Code of Regulations, and Rules and Regulations of 5000 Fifth Avenue.

It is understood that any such family trust and family partnership formed shall be subject to the provisions of this paragraph Second.

Third: Section 11 of the Declaration of 5000 Fifth Avenue is hereby amended as follows:

11. The Council shall have the power to purchase Units only if seventy-five percent (75%) of the Unit Owners holding seventy-five percent (75%) of the Common Elements agree to purchase a Unit within fifteen (15) days of notice from Council that Council has elected to purchase a Unit or cause the same to be purchased by its designee subject to the terms of an Outside Offer. In all other respects, Section 11 is hereby deleted.

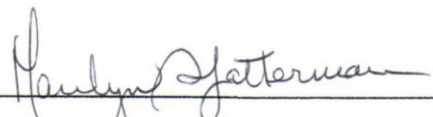
Fourth: This Amendment shall become effective as of the date of recording with the Recorder of Deeds, and shall continue for as long as the property is subject to the Act.

Fifth: All other provisions of the Declarations, Code of Regulations, Rules and Regulations, as well as any Amendments of the Declaration, Code of Regulations, Rules and Regulations for 5000 Fifth Avenue shall remain in full force and effect to the extent not inconsistent herewith.

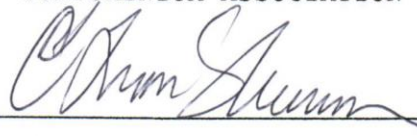
IN WITNESS WHEREOF, the undersigned officers of 5000 Fifth Avenue have executed this document for the purposes contained herein; this 18th day of October 2016.

5000 FIFTH AVENUE

CONDOMINIUM ASSOCIATION



SECRETARY



PRESIDENT

By Donna L. Williams
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Donna L. Williams, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 20, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2016-32900

BK-DE VL-16575 PG-103

Recorded On: October 19, 2016

As-Deed Agreement

Parties: FIVE 5000 FIFTH AVE CONDO

To FIVE 5000 FIFTH AVE CONDO

of Pages: 9

Comment: THIRD AMENDMENT

***** THIS IS NOT A BILL *****

Deed Agreement 162.00
0
0
Total: 162.00

Realty Transfer Stamp

Department of Real Estate Stamp

Affidavit Attached-No	
NOT A DEED OF TRANSFER	EXEMPT
Value	0.00

Certified On/By-> 10-18-2016 / Scott Stickman
CONDO DECLARATION

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

****DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT****

File Information:

Record and Return To:

Document Number: 2016-32900
Receipt Number: 3150654
Recorded Date/Time: October 19, 2016 09:09:23A
Book-Vol/Pg: BK-DE VL-16575 PG-103
User / Station: S Kubiak - Cash Super 04

C LEON SHERMAN
5000 5TH AVE APT 305
PITTSBURGH PA 15232



Jerry Tyskiewicz
Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive