

**5000 FIFTH AVENUE
CONDOMINIUM ASSOCIATION**

RULES AND REGULATIONS

**RULES AND REGULATIONS FOR
5000 FIFTH AVENUE**

1. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any unit Owner on any part of the building (other than the interior walls of the individual's Unit) without prior written consent of the 5000 Fifth Avenue Condominium Association hereinafter referred to as the "Association".
2. The sidewalks, entrances, passages, elevators, vestibules, fire exits, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than passage to and from the premises, except that the Owners of Units on the rear of the first floor may install patios and gardens on the common elements to the rear of their Units, respectively, but only with the written permission of the Association, which shall be granted, if at all, in the form of a revocable and nonexclusive license agreement. Even if a revocable and nonexclusive license is granted, the Unit Owner must allow access through the area to the rear of the building. The Unit Owner must obtain and keep in force liability insurance for any damages that occur to the building or property caused by the Unit Owner's construction or use of the patios or gardens. Baby carriages, bicycles, or other vehicles shall not be permitted to stand in the halls, passageways or other highly-traveled areas of the building.
3. No awnings or other projections shall be attached to the outside walls of the building. No blinds, shades or drapes shall be attached to, or hung in, or used in connection with, any window or door of the Unit or building, unless the exterior color of the material is white.
4. Children shall not be permitted to play in the common halls, stairways or elevators.
5. Domestic help of the Unit Owners may not gather or lounge in the common areas of the building or grounds.
6. No Unit Owner shall sweep or throw from the premises any dirt or other substance into any of the corridors or halls, elevators, ventilators or elsewhere in the building, such as from the windows or balconies or upon the grounds.
7. No objects shall be hung from the windows or balconies or placed upon the exterior of the window sills. No lines, clothes, clothing, curtains, rugs or mops shall be shaken or hung from any of the windows, balconies or doors.
8. No Unit Owner shall make or permit any loud disturbing noises in the building by himself, his family, domestic help, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the right, comforts or convenience of other Unit Owners. No Unit Owner shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, radio, television set in the premises, if the same shall

disturb any other Unit Owner. No Unit Owner shall conduct or permit to be conducted in his Unit, or any common areas, vocal or instrumental practice, nor shall he permit vocal or instrumental instruction to be given at any time.

9. No radio or television aerial installation shall be made without the written consent of the Association. Any aerial erected without the consent of the Association, in writing, is subject to removal without notice or liability.

10. Disposals, drains and toilets in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or any other articles be thrown into same. Any damage resulting from misuse of such apparatus in the building shall be repaired and paid for by the Unit Owner whose occupants, domestic help or visitors caused the same.

11. If any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, domestic help, employee, licensee or visitor to any employee of the Board of Directors or of the managing agents, whether for such Unit Owner's individual Unit, storage area, or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Directors nor the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

12. No Unit Owner shall engage in any conduct which would jeopardize the soundness or safety of the building or impair the rights of other Unit Owners in the use of the common areas. Notwithstanding the foregoing, Unit Owners on the rear of the first floor may install patios and gardens on the common elements to the rear of their Units, respectively, but only with the written permission of the Association, which shall be granted, if at all, in the form of a revocable and nonexclusive license agreement.

13. Pets shall not be permitted in main lobby areas. Pets shall not be permitted in common areas (inside or outside the building) unless on leash and under control.

14. Each Unit Owner shall carpet eighty percent (80%) of the floors in every room, corridor, foyer and/or vestibule of his Unit, with the exception of the kitchen, laundry room and bathrooms. This rule shall not apply to Unit Owners on the first floor of the building.

15. Anything contained in rules numbers 3, 5, 7, or 12 to the contrary notwithstanding, Unit Owners on the rear of the first floor may enclosed the balconies forming part of their Units, respectively, provided that complete plans and specifications for enclosing such balconies, detailing all construction methods and materials to be used, including, but not limited to, patio finish, plant materials and enclosures, and conforming, in general, to the exterior facade of the building as to style and use of material, are approved in writing by formal action of the Board of Directors of the Association.

16. These Regulations may be amended by majority vote of the Board of Directors of the Association.

RESOLUTION OF COUNCIL

Whereas Article IV, Section 2 D of the Code of Regulations of 5000 Fifth Avenue Condominium Association empowers the Council to enact such Rules and Regulations as shall be necessary from time to time subject to the right of a majority of the Unit Owners to change such rules.

Whereas Article 12 of the Declaration of Condominium of 5000 Fifth Avenue Condominium Association requires that all Unit Owners be governed by such Rules and Regulations as shall from time to time be adopted.

Whereas the Council of the 5000 Fifth Avenue Condominium has determined that the following rules are required to insure the quiet enjoyment of the respective condominium units, to control the limited guest parking available on the premises, and to clarify existing pet regulations.

Now therefor, the Council of the 5000 Fifth Avenue Condominium Association does hereby adopt the following rules and regulations which shall become effective on the first day of the month following the adopting date noted below, unless a majority of the unit owners vote to reject said rules as provided for in the Code of Regulations.

Rule 17. Construction Hours are to be limited to the period commencing at 8:00 a.m. and terminating at 5:00 p.m., Monday through Friday. No construction work shall be permitted at any other time without the prior approval of Council except under emergency conditions. This rule shall not be construed to prohibit painting after 5:00 p.m. or on weekends provided that the painters conduct themselves in such a manner as to avoid disturbing other residents. All contractors are required to vacuum and thoroughly clean all public areas disturbed by their work, ingress or egress.

Rule 18. Parking in the parking spaces adjacent to the entry circle is restricted to the guests of residents while said guests are actually visiting in the building. All guest vehicles so parked must be registered at the security desk with the name of the vehicle owner, the license plate, and the name of the unit owner being visited. Domestic employees or contractors may park in a unit owner's garage space when the unit owner does not require use of said space and if the unit owner has so informed the Association, otherwise vehicles owned by domestic workers, contractors or guests must park off the condominium property. No one may leave a car unattended in the circle except for delivery vehicles. Delivery vehicle parking is restricted to ten minutes. Illegally parked cars may be ticketed by the Pittsburgh Police Department or towed from the premises at the vehicle owner's expense.

One of the available parking spaces in the front of the entry circle may be used for the accommodation of the resident superintendent's vehicle. However, when possible, the superintendent shall make arrangements with unit owners who will be absent for extended periods to park in one of the unit owner spaces.

Rule 13. Pertaining to pets is hereby deleted in its entirety and the following provisions inserted in its place. Pets that were owned at the time the condominium unit was acquired from the developer may be maintained on the premises in accordance with Association Rules and Regulations. When the pet dies or is otherwise disposed of it cannot be replaced. No person acquiring title to a unit after June 1, 1984, shall be permitted to bring a pet upon the premises. The following additional regulations shall apply to any pet that is permitted under the preceding provisions.

- a. No pet shall be permitted in the front elevator or front lobby at any time. No pet shall be permitted out of the owner's unit except under the control of a leash. All pets being walked shall exit the building via either the garage elevator or the rear stairwell and then out the loading dock door. Entry to the building shall be via the loading dock door and then the garage elevator.
- b. If any pet becomes a nuisance or disturbs or bites any resident or makes excessive ore repeated disturbing noises the Association shall have the right to order the pet removed from the premises within forty-eight hours notice. Any unit owner receiving such notice shall be entitled to a special hearing before the Board of Directors.
- c. Visitors, guests, friends, or family members may not bring a pet into the building except for visually handicapped persons with seeing-eye dogs.
- d. Any mess made on the Association property, whether inside or outside, shall be cleaned up by the unit owner of said pet.
- e. The Board of Directors is authorized to require the posting of a security deposit to cover potential damage by a pet should the Board of Directors deem such action appropriate.

Adopted this _____ day of _____, 1984.

5000 FIFTH AVENUE CONDOMINIUM ASSOCIATION

President

Secretary

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 units 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:

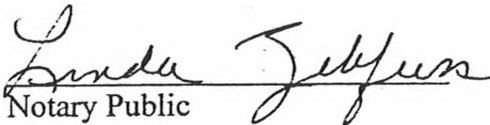
- a. "Each respective Council member, upon completion of two consecutive three-year terms, shall be ineligible for re-election to Council for a period of one year."

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.


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,

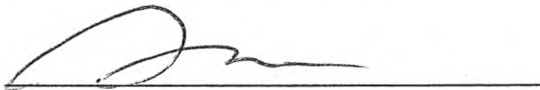
restoration, building, refurbishing, redecorating and/or remodeling which will create any level of noise which carries from unit to unit.”

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 which began prior to the effective date of this penalty.

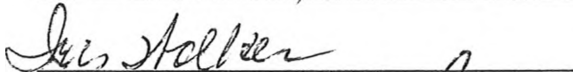
3) A copy of this Resolution shall be distributed to all Unit Owners of record.

4) The penalty for violation of Rule 19 shall become effective August 1, 2011.

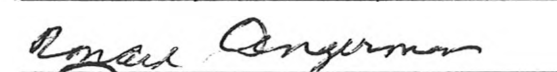
5000 Fifth Avenue Council:



David L. Shreibe



Mrs. Helber




William Smith



Roger Angerman



Eugene H. Meyer



Richard A. P...

5000 Fifth Avenue Association Resolution

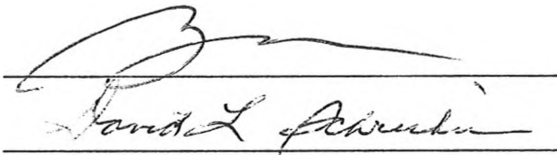
Because of the probability that electrically powered vehicles as well as vehicles that operate on compressed natural gas or bio-fuels will be marketed in the United States by 2010, this Board has decided to adopt the within Resolution to proactively address how foreseeable accommodations will be handled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

This Association will not provide any unit owner/resident with 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 house power for such additional electrical draw. Again, the benefitting unit owner/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.

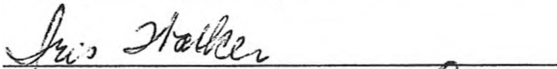
Additionally, the Board will not permit the storage of any compressed natural gas or bio-fuels anywhere on or within the association's property.

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.

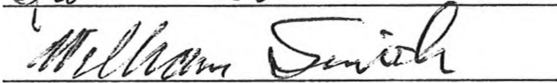
Board signatures indicating the adoption of this Resolution appear as follows:



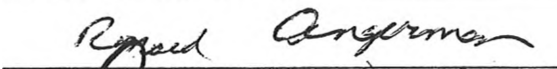
David L. Schenk



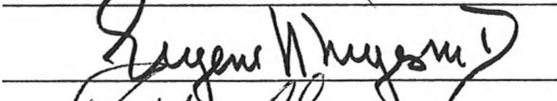
Jim Stalker



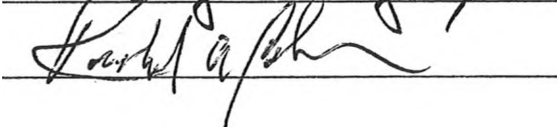
William Smith



Reginald Angerman



Eugene W. Nguyen



Sarah A. Johnson

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.