

ONE 5TH AVE. CONDOMINIUM
RULES AND REGULATIONS
Effective May 2022

In accordance with the Declaration of Condominium for the One 5th Ave. Condominium (the "Condominium"), the Executive Board of the One 5th Ave. Condominium Association (the "Association") has approved the following Rules and Regulations for the administration, maintenance, operation, and control of the Condominium and all Common Elements of the Condominium. Nothing in these Rules and Regulations shall be construed so as to conflict with any provision of the Declaration, or the By-Laws of the Association.

1. Common Elements. The Common Elements shall not be obstructed, littered upon, defaced, or misused in any manner. Unit Owners shall not use the Common Elements in a manner that would interfere with any other Unit Owner's use of the Common Elements or create a potential safety hazard. Nor shall anything be stored in the Common Elements without the prior written consent of the Executive Board.

2. Alterations of Units. No alterations shall be made in any Unit, or to any of the Common Elements, except with the express written approval of the Executive Board prior to the commencement of any such alteration. A Certificate of Insurance must be provided to the Board, naming the Association and Property Management Company as insured. Unit Owner must fully comply with all requirements specified in Article 3.5 of the Declaration.

3. Exterior Alterations. No Unit Owner shall make any alterations, additions, or color changes to the facade of the Building or any exterior portion of a Unit without advance written approval of the Executive Board. The Executive Board may, at any time, appoint an architectural committee consisting of Association members to assist with any requests for modifications.

4. Roof; Walls. The Association reserves the exclusive control of the roof and exterior walls of the Building. Unit Owners shall not install a radio, TV antenna, loudspeaker, searchlight, microwave or satellite dish, solar device or similar facility on the roof or exterior walls of the Building without the prior approval of the Executive Board.

5. Window Coverings. Any window coverings shall be maintained in a uniform manner consistent with the heating and air conditioning requirements and aesthetic appearance of the Building as prescribed by the Executive Board. No bottles, parcels or other articles shall be placed on any windowsills.

6. Window Displays. Window displays, such as "for sale," "for rent," "sold by," are not permitted on any part of the Building or in any Unit.

7. Door Mats. Unit Owners shall not place any door mats or rugs in the hallways or Common Elements without the prior approval of the Executive Board.

8. Deliveries. The Executive Board may designate appropriate entries for any deliveries or shipments to a Unit Owner.

9. Objectionable Uses. Unit Owners shall not use or occupy a Unit in any manner that (i) is illegal, (ii) is disturbing, offensive, or objectionable to the Association or other Unit Owners, or (iii) interferes with or infringes in any way upon the rights, comfort, or enjoyment of other Unit Owners, their employees, agents, or invitees.

(a) Unit Owners shall not play any radio, TV, stereo, tape recorder, musical instrument or other device in such manner as to cause an annoyance or disturbance to any other Unit Owners.

(b) Unit Owners shall not use, store, or dispose of any of the following in or about Owner's Unit, the Building, or the Common Elements: (i) any kerosene, gasoline or other combustible fluids or materials; (ii) any hazardous, toxic, or radioactive materials or supplies; or (iii) any foul or noxious gases or other substances.

(c) Unit Owners shall not do or permit to be done any act or thing which will be in conflict with any provision of the Association's insurance policies, jeopardize the coverage of same or increase the rates of such insurance, without the express written consent of the Executive Board. If the Executive Board consents, Unit Owners may be responsible for any additional premiums, costs or expense as set forth in the Declaration.

10. Trash Disposal. All trash must be regularly removed from the Unit and shall not be allowed to accumulate therein. No trash shall be placed on the Common Elements, temporarily or otherwise, except in trash dumpsters, bins, or chutes designated by the Executive Board. Trash must be disposed of in tightly sealed (preferably reinforced) bags and placed in the designated trash chute or bins.

Residents may not use the trash chute to discard glass bottles, pet waste, sharp-edged, or large/bulky/overly heavy items. These items must be hand-carried to the basement and discarded into the trash bins. Cardboard must be broken down before being discarded into the separately provided recycling bin in the basement.

Furthermore, no construction-debris nor oversized items (furniture, mattresses, appliances, large packaging/molded-styrofoam, etc.) are to be disposed of in the basement garbage bins, nor the building's alley dumpster. It is the responsibility of the resident to arrange for removal and disposal for these items separately and off-site.

Detailed instructions regarding trash handling are posted on the outside lid of the trash chute door on each residential floor.

11. Animals; Vehicles. Except as permitted by the Declaration, Unit Owners shall not bring any animals or birds into the Building and shall not permit motorcycles, mopeds, or other vehicles inside the Building or on the sidewalks or Common Elements

outside the Building except in areas designated from time to time by the Association for such purpose.

In accordance with Article 8.1.j. of the Declaration, all pets shall be registered with the Executive Board via a Pet Registration Form, ensuring compliance with State of Pennsylvania law. Such form, including a copy of requisite license (dogs only), shall be submitted annually by the Unit Owner. Any animal or pet causing or creating a nuisance or unreasonable disturbance may be removed permanently by the Executive Board upon three (3) days written notice to the Unit Owner. Any occupant who keeps any pet in the Condominium shall indemnify, defend, and hold harmless Declarant, the Association, the Executive Board and their respective directors, officers, employees, and agents from and against any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses and any and all sums paid from settlement of claims, attorneys' fees, consultant and expert fees, arising out of or in connection with any such pet.

Bicycles may be transported through the Common Elements of the Building and stored in Units or storage spaces. Bicycles may not be stored or left in any of the Common Elements.

12. Recreational Facilities. The establishment and use of any recreational facilities shall at all times be subject to such rules and regulations as the Executive Board may determine.

13. Condominium Fees. Unit Owners must pay regular condominium fees on the first day of each month in accordance with the Declaration. Charges will be levied on late payments pursuant to the terms of the Declaration. The Executive Board may, at its discretion, formally record liens with the proper governmental authorities in Allegheny County, Pennsylvania, on delinquent accounts.

14. Executive Board Employees. No Unit Owner, except members of the Executive Board, shall direct, supervise, or in any manner attempt to assert any control over the Association's manager, contractors, or employees.

15. Emergency.

(a) In the event of any emergency originating in or threatening any Unit, the Executive Board, or any other person authorized by the Executive Board, shall have the right to enter such Unit for the purpose of remedying or relieving the cause of the emergency. This right of entry shall be immediate, and to avoid damage in the event of an emergency, Unit Owners should deposit a key to their Unit with the Association's manager.

(b) The same right of entry shall exist for the purpose of performing required maintenance, alteration, or repair to any portion of the Common Elements, except that entry shall only be made at reasonable times with reasonable notice to the Unit Owner.

16. Dangerous Conditions. Unit Owners must promptly correct any condition which, if left uncorrected, could adversely affect the Building, any Common Elements, or

another Unit. If the Building, any Common Elements, or another Unit should be damaged by a Unit Owner, or because a Unit Owner fails to correct a causative condition within his/her Unit, that Unit Owner shall be liable and responsible for any damages resulting therefrom.

17. Security. In the event of an emergency, the Executive Board reserves the right to prevent access to the Building during the continuance of such emergency or to permit only limited access.

18. Leasing. In accordance with Article 14 of the Declaration, a Unit Owner desiring to lease his or her Residential Unit may do so only if the Unit Owner has applied for and received from the Executive Board a Leasing Permit. No Residential Unit may be leased for transient or hotel purposes (defined as Airbnb, Vrbo, and the like, or short-term executive leasing) or for an initial term of less than six (6) months. A copy of the completed lease and Lease Addendum must be submitted to the Executive Board at least ten (10) days prior to the initial term of the lease for written approval of the Executive Board. In the event of lease renewals, the Unit Owner must furnish a copy of the updated lease to the Executive Board at least ten (10) days prior to the renewal date.

19. Waiver. The Executive Board reserves the right to waive any one or more of these Rules and Regulations for the benefit of a particular Unit Owner, but no such waiver by the Association shall be construed as a waiver of such Rules and Regulations in favor of any other Unit Owner, nor prevent the Executive Board from enforcing these Rules and Regulations against any or all of the Unit Owners.

20. Additional Rules and Regulations. The Executive Board reserves the right to make such additional changes and additions to these Rules and Regulations as in the judgment of the Executive Board may from time to time be necessary for the safety, care and cleanliness of the Condominium and the Common Elements and for the preservation of good order therein. Unit Owners agree to abide by all such changes and additions to these Rules and Regulations.

21. Non-Observance by Other Unit Owners. Neither the Executive Board, nor the Association shall be responsible to Unit Owners for the non-observance of these Rules and Regulations by other Unit Owners.

22. Failure to Comply. The Executive Board shall have the right to levy fines for violations of these Rules and Regulations, or any such Rules and Regulations subsequently adopted; provided, however, that the fine for the first single violation shall not exceed \$25.00. Each day that a violation continues after receipt of the initial notice by the Unit Owner shall be considered a separate violation of these Rules and Regulations and shall be subject to the escalated fines as herein provided. For a second violation, a fine of \$50.00 shall be assessed against the Unit Owner. For a third violation and any subsequent violations, a fine of \$100.00 shall be assessed against the Unit Owner. Any fine levied hereunder shall be considered as a Common Expense levied against the particular Unit, and collection may be enforced by the Executive Board in the same manner as the Executive Board is entitled to collect assessments pursuant to the Declaration.