

**THE WIREWORKS HISTORIC
CONDOMINIUM ASSOCIATION**

RULES & REGULATIONS

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WIREWOKS HISTORIC CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

1. INTRODUCTION

- 1.1 The Wireworks Historic Condominium is a vital community, which combines proximate living with home ownership. As such, it is imperative that all Unit Owners, tenants and residents be aware and respectful of the rights of their neighbors. These Rules and Regulations are not designed to constrict lifestyles in any unreasonable manner, but rather are designed to promote a clean and valuable environment for all and to balance change with the peace and quiet that residents desire.
- 1.2 The Wireworks Historic Condominium Association (“Association”), acting through its Board, has adopted the following rules and regulations (“Rules”). These Rules govern the details of the use of the Property and the Common Elements and may be amended from time to time by resolution of the Board. All capitalized terms used and not expressly defined shall have the meanings in the Condominium Declaration of The Wireworks Historic Condominium and in the Bylaws of the Association.
- 1.3 Since a portion of these Rules are taken in whole or in part from applicable provisions of the Declaration or the Condominium Act, in the event of any conflict or ambiguity, the applicable provisions of the Declaration or the Condominium Act shall govern.
- 1.4 Wherever in these Rules reference is made to the Association, such reference shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.
- 1.5 All present and future Unit Owners, mortgagees, tenants, and occupants of Units and their agents, employees and invitees are subject to and bound by these Rules, and each Unit Owner shall be responsible for any violation of these Rules by the family members, guests, tenants, agents or employees of the Unit Owner and any other individuals occupying or visiting such Unit Owner’s Unit.
- 1.6 Whenever in these Rules reference is made to obligations and responsibilities of Residents, such obligations and responsibilities shall be equally applicable to Unit Owner, tenants and other Unit occupants.
- 1.7 Units are for residential use only, which may include ancillary homes uses, such as for a home office, subject to these Rules and Regulations.

2. MOVING INTO OR OUT OF A UNIT

- 2.1 Unit Owners are permitted to move in or out of The Wireworks Historic Condominium only on weekdays from 9:00 a.m. to 4:30 p.m. If the Unit has been leased, Unit Owners shall be present to supervise their tenant's move. If the Unit Owner cannot be present, moving hours for tenants are Monday, Wednesday, Thursday and Friday from 8:00 a.m. to 12:00 noon. Tuesday hours are 8:00a.m.-3:00p.m. Moving in or out in the evening, Sunday, or a holiday is strictly forbidden. A Saturday move in or out of the building may be arranged for certain special circumstances only with prior Board approval. A Saturday move will incur additional costs for maintenance staff to supervise the move. Unit Owners and/or their tenants are required to use the "service" elevator only. The moving fee is \$200.00, payable at the time of settlement or upon tenant turnover.
- 2.2 Unit Owners shall notify the Association in advance of any change of occupancy within a Unit. The movement of goods required to facilitate such an event is prohibited until the required documents for such change of occupancy, set forth below, are filed in the Management Office.
- A. Sale of Unit: A copy of the settlement schedule signed by the title officer or other document evidencing the change in ownership of the Unit shall be mailed to the Management Office. The seller of a Unit is responsible for turning over the key fob(s), medeco key, mailbox key and storage locker key/combination to the buyer of said Unit.
 - B. Lease of Unit: A copy of the executed lease, lease addendum, resident information, and a signed tenant acknowledgment of the Rules & Regulations shall be provided to the Management Company. Tenants are required by the City of Philadelphia to obtain a permit for any moving truck to block Florist Street. A certificate of insurance, naming the Association as an additional insured must be provided by the moving company.
 - C. Any other transaction which results in a change in the principal occupants of a Unit: A memo explaining the change in occupancy shall be submitted to the Management Office.
 - D. All new owners and/or tenants must contact Management to schedule an appointment for a tour of the building prior to the move in.
- 2.3 Moves requiring extended use of the service elevator require advance reservation of the service elevator. The number of move-ins and move-outs permitted each day is limited; therefore, moving dates should not be finalized before the service elevator has been reserved. Unit Owners and/or tenants are responsible for contacting the Management Office several weeks in advance of any move to make the necessary arrangements.

- 2.4 In no event shall any Unit Owner or Tenant move any furniture, appliances, household goods or personal effects, in or out of the building through the front lobby. Violation of this Section shall result in a \$250.00 fine. The Board may, under certain circumstances, assess a fine greater than \$250.00 for violation of this provision.
- 2.5 Movement of all household goods and personal effects shall be through the service elevator and loading dock only. No Exceptions!
- 2.6 Any violation of the foregoing move-in and move-out Rules may result in the assessment of a fine.

3. MORTGAGE ADMINISTRATION REGULATION

Should a Unit Owner fail to fulfill his or her obligations relating to the payment of assessments, fees, late charges, services rendered, or any other source, the Association has the right to file a lien against that Unit Owner's property. To protect the Association's lien against other creditors in accordance with Section 9.1.2 of the Declaration, Unit Owners shall notify the Board prior to the delivery of any mortgage encumbering a Unit or any obligation secured thereby, of the name and address of the proposed mortgagee and the amount of the debt proposed to be so secured. When such a mortgage is delivered to the mortgagee, the Unit Owner shall simultaneously provide executed or conformed copies to the Association.

4. CONDOMINIUM ASSESSMENT AND LATE CHARGES

- 4.1 The condominium assessment is the primary source of revenue to pay for operating expenses and services of The Wireworks Historic Condominium. The monthly assessment is due on or before the first day of each month for that calendar month.
- 4.2 The successful operation of The Wireworks Historic Condominium requires that assessments be paid on time. Accounts which are not paid in full by the tenth day after the assessment is due shall incur late charges of \$25.00 per month for each month, or any portion of the month, in arrears.
 - 4.2.1 All unpaid assessments, late payment fees, and legal costs automatically become a lien against the property in accordance with Section 3315 of the Pennsylvania Uniform Condominium Act.
 - 4.2.2 If monthly late charges remain unpaid and continue to accrue, the account may be assessed an additional penalty and collection proceedings may be commenced. Monthly late charges will continue to accrue during the pendency of any action or proceeding.
 - 4.2.3 All payments received shall be credited first to late charges and penalties and the balance thereafter to unpaid assessments.

- 4.2.4 In addition to the late payment fees enumerated above, a delinquent Unit Owner shall also be required to pay all reasonable attorney's fees and court costs incurred as a result of the delinquency.
- 4.2.5 If an account is delinquent for more than sixty (60) days, the Executive Board may, at their sole discretion, accelerate all principal, fees and charges to become due on said account for the next twelve (12) consecutive calendar months.

5. LEASING POLICY

- 5.1 Unit Owners are permitted to lease their units subject to the Declaration, the Act and these Rules and Regulations. The following policy applies to all leases:
 - 5.1.1 For the purposes of these Rules, as well as the Association's Governing Documents, the term "Leasing" shall mean and include the regular, exclusive occupancy of a Unit by any person other than the Unit Owner, or Unit Owner's spouse, for monetary or other compensation, including services. "Leasing" shall not include the occupancy of a Unit by the following immediate family members of the Unit Owner or the Unit Owner's spouse, regardless of the primary residence or occupancy of the Unit Owner or Unit Owner's spouse: (1) child or children; (2) parents; (3) grandchildren; and (4) grandparents. A Unit Owner may lease his or her Unit only in strict accordance with and subject to the Association's Governing Documents, including, but not limited to, these Rules and the Declaration.
 - 5.1.2 Unit Owners leasing their units to tenants shall obtain and review a financial application and a credit report prior to executing a lease.
 - 5.1.3 A Unit Owner may only lease his or her Unit subject to the restrictions and requirements set forth in the Declaration and these Rules and Regulations in order to preserve the character of the community as predominantly owner-occupied and to comply with the national and/or regional standards for financing units in condominium projects. Unit Owners wishing to lease their Units must first contact the Association's Management Company to ensure that they are eligible to lease their Units. Any leases entered into in violation of such restrictions and/or requirements shall be deemed to be null and void.
 - 5.1.4 A signed copy of the lease not less than 6 months in duration, lease addendum, resident information, and a signed acknowledgement of receipt and review of the Rules & Regulations shall be provided to the Management Office within ten (10) days following the date of execution thereof and prior to move-in.
 - 5.1.5 Unit Owners are responsible for their tenants' compliance with all Wireworks Rules and Regulations, including the moving provisions set forth in Section 2 hereof.

- 5.1.6 A non-refundable moving fee of \$200.00 per occurrence shall be due and payable for each rental by the Unit Owner. The fee shall cover normal wear and tear of the building and support of the management and maintenance staff. The fee must be paid in advance of the scheduled move in and move out of the tenant.
- 5.1.7 Payment of any fine assessed for violation of these Rules & Regulations shall be the Unit Owner's responsibility; and Unit Owner shall take all reasonable measures to ensure tenant compliance in the future.
- 5.1.8 Unit Owners are responsible for advising their tenants on how to obtain utility and cable service; this is not the responsibility of the Management Company.
- 5.1.9 Unit Owners are responsible for giving their tenant(s) a key fob. The provision of additional key fob(s) requires Board Approval. The cost for a replacement fob is \$75.00.
- 5.1.10 Unit Owners are responsible for submitting their forwarding address to the management company.
- 5.1.11 Tenants shall not change the locks to the Unit door. Unit Owners shall ensure management has a working key to the Unit.
- 5.1.12 Tenants may use the utility carts to assist with moving, but must return the carts to the service hall immediately after their move is completed. Failure to return the carts shall result in a fine, charged to the Unit Owner.
- 5.1.13 Tenants are prohibited from having a key fob for the loading dock or an elevator key.
- 5.1.14 In no event shall any tenant move or otherwise transport any furniture, appliances, household goods or personal effects, in or out of the building through the front lobby. Violation of this Section shall result in a \$250.00 fine. The Board may, under certain circumstances, assess a fine greater than \$250.00 for violation of this provision.
- 5.1.15 Unit Owners shall be responsible for advising their tenant(s) of the Association's "Pet Rules". Failure to comply shall result in assessment of a fine up to \$150.00 per incident.
- 5.1.16 Unit Owners shall advise their tenants of the Association's "Noise Policy". Accordingly, the Unit Owner shall ensure the tenant has at least 70% of the floor covered in carpet, as required in Section 17.1 hereof. A first violation of the Noise Policy shall result in a warning letter, followed by a \$50.00 fine for a second violation. If the noise should continue, a \$100.00 fine will be assessed against the Unit Owner.

5.1.17 The Unit Owner shall be the point of contact for the tenant. Any interior maintenance issues shall be brought to the Unit Owner's attention. Interior maintenance of any kind is not the responsibility of the management company; request for or necessity of Management's involvement will be at an incurred cost.

5.1.18 Unit Owners who cannot provide prompt management services to their rental shall engage a Management representative to assume the responsibility. Any cost thereof is the sole responsibility of the Unit Owner.

5.2 Temporary leasing, short term leasing, and subleasing

5.2.1 Article 10, Section 10.1 of the Declaration provides that all leases and subleases must be in writing and for an initial term of at least six (6) months. Any temporary leasing or subleasing for a period of less than six (6) months is strictly prohibited.

5.2.2 All leases and subleases must be provided to the Association within ten (10) days of signing.

5.2.3 No Unit shall be leased by the Unit Owner or subleased by the tenant for transient or hotel purposes. Accordingly, no Unit shall be leased or subleased more than two (2) times in any twelve (12) month period.

5.2.4 All tenants must be parties to a signed lease. All subleases must comply with the requirements generally applicable to all leases under the Declaration and these Rules & Regulations. Specifically, all subleases must be for the entire Unit, in writing and for an initial term of at least six (6) months, and same must be provided to the Association within ten (10) days of signing.

5.2.5 Unit Owners, tenants and other residents are strictly prohibited from advertising and/or leasing their Units through AirBnB, VRBO, or any other similar vacation or temporary rental websites or similar services with respect to any Units in The Wireworks Historic Condominium Association.

5.2.6 The violation of any provision in Section 5.2 of these Rules and Regulations by any Unit Owner, tenant or other resident shall result in the Unit being assessed an initial fine in the amount of One Thousand Dollars (\$1,000.00), as well as a daily fine in the amount of Five Hundred Dollars (\$500.00) per day the Unit is leased or subleased in violation of these Rules and Regulations, or Five Hundred Dollars (\$500.00) per day the Unit is listed on any of the prohibited websites, as the case may be.

5.2.7 The above fines shall be imposed by the Association upon having provided the Unit Owner a written Notice of Violation and a reasonable opportunity to be heard.

5.2.8 The above Rules and procedures are intended to supplement and expand upon any previously adopted Rules and Regulations or other restrictions applicable to leasing under the Association's Governing Documents. Any previously adopted Rules in direct conflict with the above Rules are hereby superseded by these Rules.

6. ALTERATION POLICY

The Wireworks Historic Condominium Association encourages improvement and upgrading of Units. To ensure that such improvements are consistent with the best interests of the entire community, all alterations are subject to the following rules and regulations:

6.1 Applicable Alterations

The following alterations require prior approval of the Association. Any alterations to the Common Elements, other than those enumerated below, are prohibited.

6.1.1 Installation, removal, reconstruction or repair of any of the following:

- A. Electrical lighting and power circuit;
- B. Electrical outlet box or terminal device included in such outlet box; or
- C. Plumbing, master antenna, heating or air conditioning equipment located in an interior partition of a Unit.

6.1.2 The construction of all or a portion of one or more intervening partitions or walls (which will then become part of the common elements) to form separate apartments.

6.1.3 The removal or alteration of all or a portion of one of more partitions or walls (which are part of the common elements) between apartments in order to form a larger apartment.

6.1.4 The creation, alteration, or removal of one or more apertures in one or more intervening partitions or walls.

6.1.5 The relocating, removal or replacement of the dropped ceiling and soffits, if any, defining the lower boundary of the Restricted Unit Area (as defined in Section 6.2.5 below).

6.2 Restrictions to Alterations

6.2.1 Nothing shall be done or permitted to be done which would jeopardize the soundness or safety of the property or impair any easement or real

property therein without the consent of all Unit Owners and all holders of Permitted Mortgages.

6.2.2 No alterations shall be made that will impair the structural integrity of any mechanical or electrical system of the building of which that apartment is a part, adversely affect either the fire retardant or sound absorbent quality of such building, lessen the support of any portion of such building or violate any applicable law, ordinance or governmental rule, regulation or order.

6.2.3 No apartment may be divided or subdivided into a smaller apartment nor may any portion thereof less than the entire apartment (and hence the entire Unit) be sold or otherwise transferred or conveyed. Notwithstanding the prohibitions contained in the immediately preceding sentence, if two or more adjacent Units have been combined into a larger Unit, such Unit may thereafter be separated into the same Units as are shown on the Declaration Plan as originally recorded, provided that prior written consent of any and all holders of Permitted Mortgages pertaining to such Units has been obtained.

6.2.4 No Unit Owner or tenant may obstruct or encroach upon the Common Elements in any way, except that Common Element walls may be removed in the combination of Units for which prior approval of the Board has been obtained in accordance with Section 6.3 below.

6.2.5 Restricted Unit Areas:

Restricted Unit Areas shall mean the space within a Unit below the upper boundary of the Unit and above any of the following: (i) any dropped ceiling; and (ii) any soffit.

6.2.5.1 The dropped ceiling and soffits, if any, defining the lower boundary of the Restricted Unit Area shall not be relocated up or down, nor removed, replaced or altered by any Unit Owner or tenant without the prior approval of the Board.

6.2.5.2 The Association shall have the right to enter the Restricted Unit Area for storage, installation of utility wires, cables, chutes, ducts, conduits or related components.

6.3 Board Review Procedure

The Board shall review an ALTERATION REVIEW & CONTRACTOR INFORMATION AND APPROVAL FORM for all applicable alterations. The alteration proposal shall be submitted for approval by the Board at least one month before the proposed start of construction and shall include:

- 6.3.1 Plans and drawings in sufficient detail and in a form that adequately and fully discloses the proposed alteration or alterations. All plans for any alteration(s) costing in excess of **ten thousand dollars (\$10,000)** in the aggregate shall be drawn and sealed by a licensed architect or engineer.
- 6.3.2 Copies of all licenses and/or permits required by the City of Philadelphia.
- 6.3.3 The Unit Owner's signature on the Alteration Review & Contractor Information and Approval Form confirms that the Unit Owner is:
 - A. accepting liability for the cost of any repairs or restorations to the building that may be required by the Board due to the proposed alteration or incurred in the process of such alteration or as a result thereof;
 - B. agreeing to complete expeditiously such alteration in accordance with the plans and specifications which have been approved by the Board, and without incurring any mechanics' or material men's liens; and
 - C. agreeing to pay the full cost of performing all such alterations.
- 6.3.4 The Board may require a statement prepared by a qualified licensed professional – such as a structural engineer, architect, mechanical engineer, or electrical engineer – at the expense of the Unit Owner(s), that the proposed alterations will not adversely affect the integrity of the existing **plumbing, HVAC, electrical or structural systems.**

6.4 Contractor Requirements

Contactors engaged to perform work in connection with a duly approved alteration proposal shall:

- 6.4.1 Carry the following types of insurance procured from a company or companies acceptable to the Association:
 - A. Workmen's Compensation Policy: statutory limitations (does not apply if contractor has no employees).
 - B. Comprehensive general liability in the amount of at least \$100,000, covering:
 - (i) Bodily injury/ property damage
 - (ii) Personal injury
 - (iii) Products/ completed operations
 - (iv) Broad-form property damage

C. Automobile liability policy:

Bodily injury/ property damage: **\$500,000.**

- 6.4.2 Furnish the Association before commencing the work with a Certificate of Insurance from the contractor's insurance carrier certifying that the policy meets the coverage requirements specified above. Such certificate shall require the insurance carrier to give the Association ten (10) days written notice before any cancellation or reduction of the certified insurance shall become effective.
- 6.4.3 Indemnify and save harmless the Association, the Board and its Management Agent against loss or expense by reason of liability imposed by law upon the Association or its Management Agent for damages due to bodily injuries, including death, at any time resulting there from, sustained by any person or persons, and injury to or destruction of property caused by accident, due to any act or omission of the contractor. Certificates of Insurance shall name the The Wireworks Historic Condominium and the Management Company as additional insureds.
- 6.4.4 Bear all responsibility for loss or damage to materials, tools, or appliances of the contractor used or to be used in the construction, caused by water, wind, acts of God, theft, or other causes. The Association shall not be responsible for any loss or damage to plans, tools, and equipment of the contractor caused by fire or lightning or any other cause. Contractor shall be responsible for any and all loss or damage resulting from the acts or omissions of such contractor's employees or suppliers, which cause damage to the work of the contractor or other contractors, subcontractors, or suppliers.
- 6.4.5 Abide by the Declaration, the Rules and Regulations, and Bylaws of The Wireworks Historic Condominium, and any other requirements made applicable to the specific alteration(s).

6.5 Contractors' Building Regulations

- 6.5.1 The Board may, in its sole discretion, require an individual contractor to post a performance bond. The Board may refuse to allow a contractor to perform work at The Wireworks Historic Condominium if, in the Board's judgment, the contractor previously failed to abide by building regulations.
- 6.5.2 Should the contracted work involve any of the following items, contractor shall contact the Management office before planning the work:
 - A. Installation, removal, reconstruction of electric circuit or terminal device; plumbing; master antenna; or heating and cooling equipment.
 - B. Any alteration to walls, which separate Units or separate a Unit from the hallway or elevator shafts.

C. Any work which requires entrance to a shaft way or to a conduit housing electrical or mechanical building services.

- 6.5.3 Construction work is permitted only between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday. No work is permitted by a contractor on weekends, holidays, or evenings. Any violation of these working hours may result in assessment of a fine against the Unit Owner as determined by the Association. If the Unit is occupied by a tenant, the Unit Owner or their agent shall the contractor and access to and use of the loading dock
- 6.5.4 All supplies, materials, household goods, and equipment must be delivered and/or removed from the buildings through the loading dock. The service elevator shall be the sole means by which construction deliveries and removals may be moved, including hauling supplies, materials and equipment. Movement of construction materials is permitted only Monday through Friday between the hours of 8:30 a.m. and 4:30 p.m.
- 6.5.5 Contractors shall reserve use of the service elevator through the Management Office. Dates and approximate times must be specified.
- 6.5.6 Contractor is responsible for removing construction debris and trash from the building via the loading dock. No trash shall be deposited in the trash rooms or into the trash chutes located on each floor.
- 6.5.7 Contractor is responsible for daily cleaning of the corridors and service elevator if soiled during the movement of materials or trash. At the end of each day, the Association or Management staff will inspect the floor and service elevator where contractor was working. If work areas are not left in a satisfactory condition, the contractor or Unit Owner will be charged for the time and labor necessary to restore the areas to their original condition. Contractors are required to place clear carpet adhesive on the carpet before commencing with work.
- 6.5.8 Contractor is responsible for repairing or replacing any damage to a building common element which occurs during the process of completing the contracted work.
- 6.5.9 Construction work which produces dust shall be sealed off from the common area hallways as fire alarms can be activated by construction dust.
- 6.5.10 Contractor or Unit Owner shall apply self-adhering carpet shield on top of the carpet from the service elevator to the Unit.

7. ASSOCIATION ACCESS TO UNITS

Access to the Unit and the possession/management of keys thereto are some ways in which condominium living differs from living in a house. For the convenience and protection of Unit Owners, the Association and the Management Company, Residents shall leave copies of their keys in the Management Office. Keys may be used:

- A. To assist residents who lock themselves out; and
- B. To provide ready access for management in case of an emergency or other need for access when the Resident is not home.

7.1 Units and Limited Common Elements are subject to the easements in favor of the Association, its agents, employees, and independent contractors as set forth in Section 6.1.7 of the Declaration. To effectuate same:

- 7.1.1 Every Unit Owner is required to provide to Management a key to all locks necessary to gain access to his or her Unit. Failure to comply with this rule may require Management or its employees to remove or break down a door to obtain access to common elements accessible only through the Unit. Such measures shall result in a fine of \$500.00 assessed against the Unit Owner.
- 7.1.2 Residents will receive written notice 24 hours in advance of scheduled maintenance to common elements located within their Unit. Such notice shall be placed under the door of the Unit to be serviced and will indicate the date or dates upon which such services will be performed.
- 7.1.3 On the day stated in the notice, if the keys required to gain entry are not available and entry is therefore denied or requires the assistance of the locksmith, the Unit Owner shall be liable for all costs incurred in gaining entry to the Unit.
- 7.1.4 In situations requiring that a door be forcibly opened and, therefore damaged, the Unit Owner shall be liable for emergency and permanent repairs to the doorway and door.

8. HALLWAY DECORATIONS

Decorations in the hallways are permitted subject to the following restrictions:

- 8.1 If the decoration is regarded as objectionable by any Unit Owner on the same floor, the Association reserves the right to request its' removal.
- 8.2 The decoration is neither unsightly nor hazardous to property or person, as determined by Management in its sole discretion.

- 8.3 The person placing the decoration is liable for any damage or harm caused by its presence or by failure to maintain same.
- 8.4 Any permissible decorations are at the sole risk of their owner. The person placing the decoration expressly waives any claim against the Association arising out of its damage, vandalism, or theft.
- 8.5 The person placing a decoration shall maintain liability insurance for damage or injury caused by the decoration.

9. PERMITTED USES

- 9.1 Each Unit shall be used as a residence for a single family, its servants, invitees, and guests. The Common Elements shall be used only for their intended purpose(s). Ancillary uses, such as home offices, are permitted so long the use will not interfere with the character of the Property as a residential building, and which are permitted under applicable city ordinances and regulations.
- 9.2 Each Unit Owner shall keep his or her Unit in good state of repair.
- 9.3 The sidewalks, entrances, lobby, elevators, stairs, hallways, passages, and corridors shall be used only for access to and from the Units; and those portions of the Common Elements intended for use by Unit Owners shall not be obstructed and children shall not loiter or play in such areas. Nothing may be placed by any towers, fire stairs, or fire exits; and no Resident shall use, permit, or allow anyone to go upon the roof, in any mechanical equipment spaces, or in any other portion of the Building not intended for use by the Unit Owners.
- 9.4 No personal articles, cycles, carriages, toys, equipment, certain doormats or the like shall remain in the halls, corridors, passageways or any other portion of the Building, other than by or at the direction of the Board. Only carpeted doormats may be placed in front of a Unit door; straw door mats are prohibited.
- 9.5 The Unit Owner is responsible for the interior side of the wood doors and the Association is responsible for the exterior side of the wood doors of the Unit. The Association may elect to refurbish the Unit doors from time to time at its sole discretion. A Unit Owner may refurbish his or her door once s/he has received written approval from the Board of Directors; written requests shall be submitted to the Management Company. All Unit doors must be a wood fire rated door with a natural wood finish.
- 9.6 Water heaters are required to be replaced every six to eight years, and proof of replacement must be submitted to management. All water heaters must have a shut off sensor installed. The sensors/shut off valves may be purchased online and installed by your plumber.
- 9.7 Nothing shall be hung, projected, or shaken, and no dirt or other substance shall be thrown, swept, or otherwise emitted from the windows, balconies, terraces, or walkways of the Building. Unless the written consent of the Board is first obtained, nothing shall be placed on, in, or projected from the doors (other than

interior doors entirely within a Unit), windows or window sills, including without limitation awnings, aerals, signs, air conditioners, ventilators, or fans; interior shades, curtains, blinds and window guards which shall be lined in white or a neutral color on the surface facing the window, and are not, in the sole discretion of the Board or its agent otherwise offensive or inappropriate in appearance from the exterior of the Building are permitted. No sign, signal, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the Building without prior written approval to the Board.

- 9.8 No "For Sale," "For Rent," or "For Lease" signs or other window displays or advertising shall be maintained or permitted on any part of the Unit, nor shall any Unit be used or rented for transient, hotel or motel purposes as set forth in Section 5.2 hereof.
- 9.9 No drying or airing of laundry or other articles shall be permitted outside of any Unit or inside the Building except when contained entirely within a Unit. No clothes or articles shall be dried or aired on the roof, from any window, on any walkway, on the ground, or otherwise outside the Building.
- 9.10 All radio, television, phonographic, audio or other electrical equipment of any kind, and all appliances of every kind, however powered, including by way of example and not limitation, washers, dryers, space heaters, sun lamps and the like, installed or used in a Unit shall comply with all rules, requirements, regulations and recommendations of all public authorities and boards of fire underwriters having jurisdiction.
- 9.11 No unlawful use shall be made of a Unit or any other portion of the Property and all valid laws, zoning ordinances and regulations of all governing bodies having jurisdiction shall be observed.
- 9.12 Nothing shall be done in any Unit or on the Common Elements, which may impair the structural integrity of or effect a structural change to the Building, including other Units and the Common Elements.
- 9.13 The toilets, sinks, garbage disposal units, baths, showers, and other water apparatus within the Units shall not be used for any purpose other than that for which same is intended; and no sweepings, rubbish, rags or any other improper articles shall be deposited into the same. Any damage to the Common Elements resulting from such misuse shall be borne by the Unit Owner of the Unit where the misuse occurred.

10. INSIDE UNIT STORAGE

- 10.1 No flammable oil or fluid, such as gasoline, kerosene, carbon tetrachloride, naphtha or benzene, or explosives, fireworks or articles extra hazardous to life, limb or property, shall be used or brought into the Building without in each case obtaining the prior consent of the Board.

10.2 Provided that the Unit resident does not impair the Association's right to access the Restricted Unit Areas, such areas within a Unit may be used for storage; installation of wiring or cables; high hat lighting fixtures; air conditioning, heating and ventilating equipment; or other similar purposes. The Association assumes no responsibility for damage, theft, or other injury to any goods stored in such areas. The Association reserves the right to relocate, modify, restrict, or alter the use of such Restricted Unit Areas as may be required from time to time.

11. SUPPLEMENTAL HEATING DEVICES AND APPLIANCES

Installation of the following types of supplemental heating devices and appliances is **prohibited**:

- A. any appliance requiring 220-volt service;
- B. kerosene space heater;
- C. gas fired heating device; and
- D. any wood burning device or working fireplace.

12. TRASH DISPOSAL

Maintenance of The Wireworks Historic Condominium requires cooperation from Residents and staff. Accordingly:

12.1 The trash chute shall not be used for the disposal of books, hangers, boxes (including pizza boxes), kitty litter, wood, cardboard, glass, plastic bottles (especially large detergent and bleach bottles), furniture, or mops and brooms. Any items placed in the trash chute must be bagged and securely closed.

12.2 All other items are to be placed in the trash receptacle located on the 1st floor in the trash room. Newspaper, cardboard, glass and plastic shall be disposed of in the appropriate recycling bin. All cardboard boxes must be broken down before placing in the appropriate bin.

12.3 Articles too large to be disposed of in the above manner, such as doors, appliances, mattress, and any item that cannot fit into a trash bag, constitute Bulk Trash and require bulk trash removal; contact Management to arrange for removal. A Bulk Trash fee shall apply. Violation of this provision shall result in a \$50.00 fine, which shall be assessed in addition to the applicable Bulk Trash fee.

13. STORAGE LOCKERS

13.1 Each unit is assigned one storage bin in the storage room located on the Courtyard Level. Additional bins, when available, may be rented. The fee for a small bin is \$25.00 per month; for a storage closet, a \$75.00 per month rental fee applies. This fee is due on the first day of each month and must be paid by **separate check** payable to Wireworks Historic Condominium Association, and sent to the Management Office along with the monthly maintenance fee.

13.2 Storage room rules:

13.2.1 No articles may be stored in the storage rooms except inside lockers.

13.2.2 Articles not stored inside lockers will be discarded as abandoned.

13.2.3 Each locker must be secured by a lock purchased by the resident.

13.2.4 Storage of flammable liquids is prohibited.

13.2.5 Storage of motorized vehicles is prohibited.

13.2.6 Storage of empty cardboard boxes is prohibited.

13.2.7 Residents store articles at their own risk. The Association shall have no responsibility or liability for articles stored.

14. BICYCLE REGULATION AND STORAGE

14.1 Except as necessary for access to and from the bicycle storage area located on the Courtyard Level of the Building, bicycles are not permitted in the elevators, basement, or lobby of the Building.

14.2 Bicycle storage rooms are available in the Courtyard Level. Bicycles must be registered to obtain a space in the bicycle storage room; to register a bicycle, please see Management. Racks are provided for the convenience of the bicycle owner, providing an area where the owner may lock the bicycle for security. The Association assumes no responsibility for damage to or loss of bicycles.

15. SOLICITATION

15.1 No door-to-door solicitations shall be permitted for any purpose. This includes in-person solicitation as well as the distribution of printed advertising materials.

16. NOISES AND OTHER DISTURBANCES

No resident shall make any noise, sounds, or other audible disturbances, which unreasonably interfere with the quiet enjoyment of any other resident. Accordingly:

16.1 The playing of televisions and audio systems shall be kept at a reasonable level at all times.

16.2 Construction, maintenance, or decorating by the Unit Owner is permitted Monday through Friday from 8:30 a.m. to 4:30 p.m. exclusively. All work by contractors is restricted to Monday through Friday from 8:30 a.m. to 4:30 p.m. (see Section 6.5.3).

16.3 Any activities that cause or permit noxious fumes or odors to enter the hallways or any other Unit are prohibited.

- 16.4 No Unit Owner shall cause or permit any vehicle belonging to or in use by any Unit Owner or his/ her family, guests, tenants, employees, agents or independent contractors to be parked or permitted to stand so as to impede ready access to or from the building, or the blowing of the horn thereof in the vicinity of the building other than as necessary to avoid an accident.
- 16.4.1 All vehicles left unattended shall be identified as to the Unit where the driver can be found and a telephone number at which the driver can be contacted. Any vehicle left unattended and unidentified may be towed without notice.
- 16.5 All doors opening into Units from the building corridors or other Common Elements shall be closed at all times except when in use for access to or from the Unit. The windows of all Units shall be kept closed when necessary to avoid possible damage from water or freezing.
- 16.6 No disturbance of any sort shall be permitted which will impinge on the reasonable comfort of neighboring units. There shall be no overflow of guests into the Common Elements.
- 16.7 No Unit Owner or tenant shall engage in any activity causing, making or maintaining disturbing noises which unreasonably disturb the comfort, peace and repose of others; or allowing such noises to emanate from the Unit or in the Common Areas, including without limitation the Courtyard, which are a detriment to the health, comfort, convenience, safety, welfare and prosperity of the Unit Owners of the Association.
- 16.8 A disturbing noise is a sound, which by its intensity, volume, frequency, duration, or character unreasonably disturbs or interferes with the peace, comfort, and repose of others.
- 16.9 Specific Noises Prohibited. The following sounds are determined to be *de facto* disturbing noises, and as such constitute a violation of this section; however, the following enumeration shall not be deemed exclusive:
- 16.9.1 Motor Vehicle Horns. The frequent, repetitive, continuous or unnecessary sounding of any horn, siren or signaling device attached to a motor vehicle, except as a warning of danger or as specifically permitted or required by law;
- 16.9.2 Engine Noises. The creation of frequent, repetitive, or continuous sounds in connection with the starting, operation, repair, rebuilding or testing of a motor vehicle, motorcycle, off-highway vehicle or internal combustion engine;
- 16.9.3 Motor Vehicle Sound Systems. Sound from motor vehicle audio sound systems, such as tape players, radios, compact disc players, or other auxiliary sound systems, operated at a volume so as to be plainly audible from the vehicle itself. Plainly audible means a sound easily understood or identified;

- 16.9.4 Yelling, Shouting, Other Vocalizations. Loud and raucous yelling, shouting, hooting, whistling, or singing which creates an unreasonable disturbance or interference with the peace, comfort and repose of the Unit Owners or their guests;
- 16.9.5 Musical Instruments, Sound Systems. The creation or allowing of frequent, repetitive or continuous sounds emanating from any Unit which unreasonably disturbs or interferes with the peace, comfort and repose of other Unit Owners or their guests, such as sounds from musical instruments, audio sound systems, television sounds, band sessions or social gatherings;
- 16.9.6 Portable Audio Equipment. Sound from portable audio equipment, such as tape players, radios, compact disc players, MP3 players and the like operated in or on the Unit, Lot or Private Yard at a volume so as to be plainly audible.
- 16.9.7 Pets. Any excessive barking, crying, or scratching which unreasonably disturbs or interferes with the peace, comfort or repose of other Unit Owners or their guests.
- 16.9.8 Appliance Use During Prohibited Hours. The use of appliances, including without limitation, the operation of dishwashers, clothes washers, clothes dryers and vacuum cleaners during the hours between 11:00 p.m. and 7:00 a.m. Sunday through Thursday and 12:00 a.m. and 7:00 a.m. on Friday and Saturday.
- 16.10 Disturbing Noise Factors. Factors which may be considered in determining whether any sound is unreasonably disturbing include, but are not limited :
 - 16.10.1 Time of day: NO DISTURBING NOISE MAY EMANATE FROM ANY UNIT, LOT OR PRIVATE YARD during the hours between 11:00 p.m. and 7:00 a.m. Sunday through Thursday and 12:00 a.m. and 7:00 a.m. on Friday and Saturday.
 - 16.10.2 Whether the day is a weekday, Sunday or holiday;
 - 16.10.3 Nature and character of the sound;
 - 16.10.4 Volume of the sound;
 - 16.10.5 Duration of the sound;
 - 16.10.6 Frequency or continuity of the sound;
 - 16.10.7 Degree of necessity of the sound in relation to the activity producing or generating it; and
 - 16.10.8 Degree of necessity of the activity producing or generating the sound.
- 16.11 The Rules set forth herein shall be enforced in accordance with the Association's Governing Documents and shall be effective upon distribution to all Owners.
- 16.12 The Association may levy fines for a violation of the Noise Policy pursuant to the following guidelines:

- 16.12.1 For the first violation by a Unit Owner, the Board shall mail to a Notice of Violation advising said Unit Owner of the nature of the violation and advising such Unit Owner that any further violation shall subject such Unit Owner to a fine as set forth herein. For a second violation, a fine of Fifty Dollars (\$50.00) shall be assessed against the Unit Owner. For a third or further violation, a fine of One Hundred Dollars (\$100.00) shall be assessed against the Unit Owner.
- 16.12.2 If a Unit Owner desires to contest the issuance of a Notice of Violation or the imposition of a fine, the Unit Owner shall provide written notice to the Board within twenty (20) days of the mailing by the Association of the first Notice of Violation and/or first notice of imposition of a related fine. Such written notice shall request that the Board reconsider same and provide information supporting the reconsideration for the Board's review, and/or request an opportunity to be heard before the Board. Upon receipt of the Unit Owner's written notice, the Board shall review the contents of the notice and shall provide written notice of their decision to the Unit Owner within a reasonable period of time thereafter. The Board's decision shall be final. If the Unit Owner fails to provide written notice contesting the Notice of Violation and/or requesting an opportunity to be heard within the twenty (20) days as set forth above, the imposition of any fines shall be final.
- 16.12.3 All notices to the Board under this Section shall be in writing, contain the name and address of the Unit Owner, the street address of the residential Unit within the Association, the name and telephone number of any and all tenants, if any, and shall be addressed as follows:
- The Wireworks Historic Condominium
c/o Ms. Ann Marie Fahringer
Realty Management & Maintenance
456 Germantown Pike, Suite 2
Lafayette Hill, PA 19444
- 16.12.4 If any fines are imposed by the Association pursuant to this Rule and/or any costs or legal fees are incurred by the Association with respect to the enforcement of the Governing Documents and/or the implementation of this policy, then all such fines, costs and legal fees shall become a lien upon the Unit as if same were assessments pursuant to the Declaration. All remedies available to the Association for enforcement of payment of assessments shall also be available to the Association for the collection of fines and enforcement of the Governing Documents.

17. FLOOR COVERING

- 17.1 To reduce noise that will disturb residents in the Unit below, seventy (70) percent of the living, dining and sleeping areas must be carpeted.

18. PETS

- 18.1 There shall be no more than one (1) medium sized pet, not to exceed 60 pounds, in any Unit. Current pet owners with more than one pet or a larger dog will be grandfathered in, and will therefore be able to keep their existing pet(s) until the Unit Owner sells his Unit. Tenants will be grandfathered through the expiration of the term of their lease.
- 18.2 In no event shall any animal be permitted in the landscaped areas of the Property, including, but not limited to, the upper and lower Courtyard. Pets are to be brought to the Association's Pet Station located at the base of the driveway near Florist Street. Failure to comply with these provisions shall result in a written warning. If a second offense occurs, a fine of \$150.00 will be assessed against the Unit Owner and/or their tenant.
- 18.3 In no event shall any animal be permitted in or on any stairway, hall, corridor, landing, or elevator, or upon any portion of the common elements, unless carried or on a leash; and in no event shall any animal be permitted to stand unattended in any such area.
- 18.4 If any dog or other permitted animal becomes a nuisance to other Unit Owners, by way of excessive barking or otherwise, the Unit Owner in whose Unit the animal is kept shall take immediate action to mitigate and resolve the issue. If the problem is not resolved, such Unit Owner, upon written notice from the Board, shall be fined \$150.00 per incident. Should the problem persist, the responsible Unit Owner/tenant shall be prohibited from keeping the animal in his or her Unit, or will be required to take such other steps as the Board may direct.
- 18.5 Each Unit Owner who maintains an animal in his or her Unit, or whose invitee brings any animal upon the Property, shall be responsible for any damage to any other Unit or the Common Elements caused by such animal, and shall be responsible for any personal injury caused by such animal. Each Unit Owner who maintains an animal in his or her Unit, or whose invitee brings any animal upon the Property, shall, and hereby does, indemnify and hold harmless the Board and its Directors, officers, agents and employees from all damages, claims, actions, injuries, demands, judgments or other liability arising out the presence of such animal on the Property.

19. THE COURTYARD

Use of the Common Element known as The Courtyard is a privilege reserved to Unit Owner and their guests. In order to maintain its ambiance and to ensure the safety of all persons within this area, the following rules (some of which also appear in other sections of this document) apply:

- 19.1 With the exception of contractors' vehicles during permitted work hours, The Courtyard is to be used for short-term (defined as twenty (20) minutes or less) parking only. All unattended vehicles must carry identification as to the Unit in which the driver can be found and a telephone number. Any vehicle may be towed without notice (see also Section 16.4).

- 19.2 Vehicles entering and leaving The Courtyard shall abide by speed limits, and proceed slowly and with caution to avoid the endangerment of persons within the area.
- 19.3 Any pet in The Courtyard must be on a leash or held, and is not permitted in the planted areas (see also Sections 18.1 and 18.2).
- 19.4 Construction and repair work shall not be performed in The Courtyard (with the exception of repairs to elements of The Courtyard itself).

20. PASSENGER ELEVATOR

- 20.1 Passenger elevator is for passenger use ONLY.
- 20.2 All furniture, boxes, appliances, and moves are restricted exclusively to the use of the service elevator.
- 20.3 All owners with pets must use the service elevator. Pet owners—please respect this courtesy to your fellow Unit Owners.
- 20.4 Anyone using a cart for any reason shall use the service elevator, as the carts will damage the new passenger elevator walls.
- 20.5 Violators of these Section 20 provisions shall be assessed a fine. Anyone causing damage shall reimburse the costs associated with repairs, including parts and labor.
- 20.6 Appropriate use of each elevator is set forth above; do not call both elevators. The passenger elevator is meant to take the strain off of the aging service elevator, replacement of which will be extremely expensive.

21. ROOF

In the event a Unit's HVAC unit requires repair and/or replacement, the following Rules shall apply:

- 21.1 Unit Owner shall provide Management a Certificate of Insurance for the HVAC contractor.
- 21.2 Unit Owner shall contact Management with the date contractor will need access on to the roof; the Unit Owner will be given a code to provide the required access.
- 21.3 Unit Owner shall be responsible for ensuring contractor removes all debris from the roof, and that the roof has not been damaged as a result of the repair and/or replacement. Contractors shall report to the Unit Owner any damage incurred to the roof while performing service on your unit.

- 21.4 Removal and delivery of all the equipment, tools, materials, parts and supplies must be transported by the service elevator and through the loading dock.
- 21.5 The contractor shall cease all work in the building no later than 4:30 p.m.
- 21.6 The contractor shall not park in front of the building.
- 21.7 Upon installation, the Unit number of the Unit serviced by the HVAC unit must be plainly identified on the HVAC unit.
- 21.8 No installation, repair or replacement shall be permitted where same will compromise the integrity of the roof system.
- 21.9 All electrical connections shall be mechanically sealed to be watertight.
- 21.10 Pitch pockets shall be properly sealed.
- 21.11 The required replacement pad required to hold the HVAC unit shall be “**Diversteck Ultra Light Pad.**” Any alternative pad must be pre-approved by the building HVAC contractor.
- 21.12 The HVAC unit’s disconnect shall be mechanically connected.
- 21.13 The Association’s roof warranty requires the roof to be inspected after a contractor has serviced an HVAC unit. Unit owners shall advise their contractor of the Building’s roof warranty and post-installation inspection requirement, and ensure compliance of the contractor with same.

22. SMOKING

- 22.1 Smoking is absolutely prohibited within the Condominium buildings, including, without limitation, within the Units, and within twenty (20) feet of the entrances, windows, ducts or any other building penetrations to the Condominium buildings.
- 22.2 “Smoking” shall be defined as inhaling, exhaling, burning, or using any lighted or electronic cigarette, cigar, pipe, electronic device or other such device which contains tobacco or other smoke producing products designed for personal use.
- 22.3 This Section shall apply to any and all persons on the property, including but not limited to all owners, lessees, residents, guests, employees, vendors and service persons.
- 22.4 This Section shall not apply to the use of barbeques or grills.
- 22.5 This Section shall not prevent a Unit Owner from legally possessing tobacco or other smoke producing products designed for personal use, as long as such items are not used in the above prohibited areas. Smoking is permitted at the designated smoking area which area is located away from the front entrance, has a bench and a smokers outpost for butts.

22.6 Violations of this Section 22 shall result in the imposition of fines as follows, or other such amounts as determined to be appropriate by the Board of Directors in its sole and absolute discretion:

22.6.1 First Offense – Unit Owner shall be fined in the amount of One Hundred Dollars (\$100.00) for a first offense, upon notice and an opportunity to be heard.

22.6.2 Second Offense within Thirty Days – If a Unit Owner violates this provision within thirty (30) days of a first offense, the Unit Owner shall be fined in the amount of Two Hundred and Fifty Dollars (\$250.00).

22.6.3 Third Offense within Thirty Days – If a Unit Owner violates this provision within thirty days of a second offense, the Unit Owner shall be fined in the amount of Five Hundred Dollars (\$500.00).

22.6.4 Nothing herein shall be deemed to preclude the Board from taking any other measures to enforce or otherwise abate violations of this Section 22 provided for in this Declaration, the Bylaws, the Rules and Regulations and/or the Act. In the event a Unit Owner violates this Section 22 a third time, the Association shall have the right, but not the obligation, to take legal action seeking an injunction to abate any further violations of this Section.

23. SUMMARY OF PROHIBITIONS

23.1 In no event shall any Resident or their guest park their vehicle in the courtyard for more than twenty (20) minutes. Violators may have their vehicle towed at the owner's expense.

23.2 In no event shall a Unit Owner and/or tenant leave Bulk Trash in the trash room. A security camera has been installed; violators will be assessed a fine in the amount of \$50.00 per incident.

23.3 Each Unit Owner and/or tenant shall provide Management with the key(s) to their Unit for response to emergencies and other contingencies outlined in the Declaration and these Rules. Failure to comply shall result in assessment a fine in the amount of \$500.00.

23.4 In no event shall a Resident leave any pet unattended in The Courtyard. All pets shall be leashed in common areas at all times. Violators may be assessed a fine of \$50.00 per incident.

23.5 In the event a pet becomes a nuisance, by barking or otherwise, the responsible pet owner shall be subject to a fine of \$150.00 per incident.

23.6 All Residents are responsible for their own noise abatement, and that of their guests and invitees. In no event shall any unusually loud noise that disturbs the tranquility of the surrounding Units be permitted. Violators shall be subject to a \$100.00 fine per incident.

- 23.7 In no event shall any Unit Owner, tenant, or guest exit on to the roof of the building without prior consent from the Management Company. The door to the roof is alarmed and violators shall be subject to a \$50.00 fine per incident, per person.
- 23.8 In no event shall any Unit Owner or Tenant move in or out of the building through the front lobby. Moves shall be scheduled with Management in advance and shall be executed through the loading dock on Florist St. All moves by Unit Owners shall occur Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m. Tenants shall only move between 8:00AM to 12:00PM. Violation of these Rules shall result in a \$250.00 fine.