



**Rules & Regulations**  
Revised June 2009

**PIER 3 CONDOMINIUM**  
**COMMUNITY RULES & REGULATIONS**

Revised June 2009

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**PIER 3 CONDOMINIUM**  
**COMMUNITY RULES & REGULATIONS**

Revised June 2009

**I. OVERVIEW**

**A. Background**

The following Community Rules and Regulations (“Rules”) were adopted by the initial Executive Board of the Pier 3 Condominium Association (the “Association”) pursuant to the provisions of Section 7.1(k) of the Declaration of Condominium (the “Declarant”) of Pier 3 Condominium (the “Condominium”) and Section 3302 (a) (1) Pennsylvania Uniform Condominium Act as amended (the “Act”) originally revised by the First Elected Executive Board in order to supplement and amplify the provision of the Declaration and the Act with respect to the operation and use of the various portions of the Condominium.

All capitalized terms used in these Rules and not expressly defined are defined in either the Declaration or the Act and shall have the same definition herein. In the event of an inconsistency between the provisions of these Rules and either or both of the Declaration and the Act, the Declaration and/or Act shall govern.

**B. Amendments**

These Rules and Regulations are subject to amendment and to the promulgation of further rules and regulations in the manner provided for in the Public Offering pg. 8 & 9 Article IX as provided in the Declaration XIV Section 14.1(b).

**C. Accountability for compliance**

Each Unit Owner shall be held accountable for any violation of the Rules (and any resulting Fines) by any family members, guests, tenants, agents, and/or employees of the Unit Owner except as otherwise provided in the Declaration. Owners are responsible for giving a copy of these Rules to his/her tenant.

Should the Association be required to make any expenditure for the repair or replacement of any portion of the Common Elements or Limited Common Elements because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by any Unit Owners or Tenants residing in a Unit, or their family members, guests or employees, such persons responsible for such damage, destruction or injury, shall reimburse the Association for such expenditure within ten (10) days following the Association’s request for such reimbursement.

**D. Fines, penalties and enforcement**

This document has incorporated a schedule of fines adopted by the Association to respond to violations of these Rules. The corresponding fine is listed next to the rule. In cases where an individual is found to have violated the same rule more than once, the

Board of Directions retains the right to increase the published fine accordingly in an amount not to exceed ten times the amount of the published fine.

**E. Enforcement procedures**

1. Warning letter

A warning letter will be sent by the Manager to the Unit Owner and tenant (if applicable) informing them of the rule violation, listing the fine that may be assessed, and specifying the time period within which the violation must be corrected. If the rule violation is disputed, the Owner/Resident has the right to address the Executive Board. A request to address the Board must be made in writing, and submitted to the Manager within one week of the violation.

2. Fine assessment notification

If the violation is not corrected within the specified time period, the Unit owner and tenant (if applicable) will be fined.

3. Association remedies for non-compliance or repeated violations

If the violation is not corrected and/or the Fine is not paid within the time prescribed, the Board may elect to remedy the situation in other ways, including but not limited to, increasing or repeating the fine and/or withdrawing parking privileges and/or placing a lien on the Unit. Legal action will be pursued, as appropriate, and all legal fees will be the responsibility of the owner/tenant.

**F. Enforcement exceptions**

Any consent or approval given by the Executive Board or the Manager under these Rules must be in writing to be effective and may be revoked or modified at any time if conditions so require. The granting or withholding of consent or approval shall not create a precedent to which the Executive Board may be bound.

The failure of the Association or the Manager to enforce any rule, for any reason whatsoever, will not be considered a waiver of such rule, and such rule may thereafter be enforced at any time.

**G. Use of Declaration for rules interpretation**

Unit Owners are encouraged to read Sections 13.1 and 14.1 (b) of the Declaration in order to comply fully with these Rules. Various sections of the Declaration contain additional provisions on subject matter included in these Rules. Reference should be made to the Declaration for any interpretation of the Rules. All governing documents of the Pier 3 Condominium will be provided to Owners prior to settlement. Copies of these documents are also available on the Pier 3 web site and from the management company.

## II. THE COMMON ELEMENTS AND THE UNITS

“Common Elements” are those portions of the Condominium other than the Units. “General Common Elements” include such areas as hallways, stairways, walkways, garage, electrical equipment room, building aprons, elevators, roof, façade, east end deck, swimming pool area, fitness center, etc. “Limited Common Elements” include Unit balconies, patios and terraces, etc. A detailed list of “General” and “Limited Common Elements” can be found in the Declaration of Condominium document. In these Rules, “Common Elements” refer to the “General Common Elements”. References to “Limited Common Elements” are specifically identified.

### A. Use and Care of Common Elements

1. Proper use

No playing is permitted in the Common Elements. No bicycles, playpens, baby carriages, toys, benches, chairs, outdoor grills, or other items of personal property are allowed to remain anywhere in the Common Elements other than in such portions of the Common Elements (if any) that may be designated for use as storage areas.

FINE \$100

Common Elements shall not be obstructed in any way. The walkways and stairways shall be used for no purpose other than entrance and exit to and from the Units and other Common Elements. No lounging is permitted in areas of the Common Elements (e.g. hallways) that are used to enter and exit the Units and other Common Elements.

FINE \$100

2. Neatness/cleanliness

Tablecloths, clothing, curtains, rugs or other articles shall not be shaken from any of the windows, doors, patio areas, terrace areas or balcony areas. No dirt or other substance or material shall be swept or thrown, or permitted to be swept or thrown into any of the Common Elements walkways, elevators, or stairways or parking spaces, or from or out of the windows, patio areas, terrace areas or balcony areas of the building.

FINE \$100

No articles or objects shall be hung on the railings or from balconies such as laundry, towels, banners, rugs, etc.

FINE \$100

3. Door-to-door solicitation

Door-to-door solicitation of any kind by Unit Owners, lessees, mortgagees, guests or any other person is strictly prohibited.

FINE \$150

4. Appropriate attire  
All persons are expected to be appropriately attired (e.g. must wear cover-up when going to the pool) whenever they use any of the Common Elements or Limited Common Elements. On balconies and patios, persons should be dressed as if they were in a public place such as at a public swimming pool.  
FINE \$25
  
5. Management of children  
Children shall not be permitted to become a nuisance in the Common Elements or Limited Common Elements. Parents and/or guardians shall at all times be responsible for their children in the Units, Limited Common Elements and Common Elements.  
FINE \$100
  
6. Private parties  
There shall be no large private parties (greater than 12 people) on any portion of the Common Elements (i.e. east end of Pier and throughout the atrium) without prior written permission from the Board of Directors, including for New Year's Eve or Independence Day celebrations. If a resident of Pier 3 violates this rule, the Owner of that resident's unit will be fined. There will be no warning letter issued in such instances. This rule does not apply to Association-sponsored functions.  
FINE \$250
  
7. Owner liability for damage  
Unit Owners shall be liable for any damage caused to the Common Elements and any other Unit by any negligent or willful act or omission by such Unit Owner, his/her family members, guests, employees or tenants. In addition, a fine will be imposed in such instances.  
FINE \$250

**B. External Structure and Appearance**

1. Maintaining structural integrity  
Nothing shall be done in any Unit or Common Elements which may impair the structural integrity of the Building or which may structurally change the building, nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board. Unit Owners will be fined and required to return the property to its previously existing condition at the Owner's expense. FINE \$1000  
  
Residents are not permitted to move any structure, equipment or decoration placed by the Association, e.g. planter boxes, plants, pictures, etc.  
FINE \$250



2. Outside equipment & furniture  
 No external shades, awnings, window guards, ventilators, or air conditioning devices shall be used in the Units, Common Elements, or Limited Common Elements. FINE \$150
- No satellite dishes may be installed on any Pier 3 area, including Limited Common Elements and Common Elements which includes, without limitation, the roof area of Pier 3, any exterior wall of the building or on or from any patio, balcony or terrace area. FINE \$250
- Patio furniture displayed in the Limited Common Elements must be maintained and cleaned for proper appearance. Only furniture intended for patio use is permitted. There shall be no other type of furniture such as dinette tables and chairs placed on the patio, terrace or balcony. Patio furniture must remain within the boundaries of the unit as defined by the Pier 3 Declaration. FINE \$250
3. Alterations  
 No alterations externally visible from outside the building or from the atrium shall be made to the patio areas, balcony areas or terrace areas (including, without limitation, enclosing or covering them). The Owner will be fined and required to bring the property into compliance with the governing documents of Pier 3 at his/her expense. FINE \$1000
4. Lights & signs
- Signs & Advertisements*  
 No sign, signal, advertisement, illumination or other appurtenances shall be attached or displayed on or at any Unit window or other part of the building adjacent to units. Nor shall anything be projected out of any window of the building without similar approval. Owner will be fined and required to correct the violation at the Owner's expense. FINE \$150
- Atrium Lights*  
 Atrium lights may be displayed year-round. To maintain uniformity, the lights should be small, clear/white and non-flashing. FINE \$150
- Holiday Lights*  
 Holiday lights of any color may be displayed in the Atrium and on the north and south sides from November 15<sup>th</sup> through January 7<sup>th</sup>. The fine applies to holiday lights displayed outside this date range. FINE \$150
5. Decorations  
 No exterior surface of any door or window or the Perimeter Wall of a unit shall be decorated or furnished by a Unit Owner, occupant or lessee. A small

traditional religious icon may be displayed on the door frame as appropriate. A Unit Owner must identify his Unit with the standard number plate provided by the Association. No other signs of any type may be displayed on any exterior portion of any Unit, Common Element or Limited Common Elements. Only holiday/seasonal decorations, including flags and/or banners, may be displayed. Decorations must be seasonally appropriate and in good condition. FINE \$150

If desired, a small electronic bell may be installed on the inside of the door frame on the hinged side approximately five (5) feet from the floor. See Management prior to installing a doorbell. No door knockers may be installed.

6. Plant Maintenance

Residents must remove dead plant material from their own plant containers. Personal plantings should be cut back in the winter. No artificial plants are permitted unless approved by Management. Personal plants must not be planted in the planters maintained by the Association. FINE \$100

C. **Safety and unlawful activities**

1. Unlawful/unsafe activities

No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in or upon his/her Unit. There will be no warning letter issued in such instances. Philadelphia Police will be notified as appropriate. FINE \$1,000

Reckless endangerment of residents or their guests through acts such as discharging a firearm or reckless driving on the premises is strictly prohibited. There will be no warning letter issued in such instances. Philadelphia Police will be notified as appropriate. FINE \$2,500

Climbing on the exterior of the building is prohibited. This includes railings, beams, fences and any part of the outside or super-structure of the premises. Philadelphia Police will be notified as appropriate. FINE \$2,500

2. Hazardous materials

No Unit Owner, or occupant of a Unit, shall permit or allow to be brought into or kept in such Unit or in any Limited Common Elements appurtenant to such Unit any highly flammable, combustible, explosive or other hazardous fluid, material, chemical or substance except those in common use for ordinary household purposes, nor shall any Unit Owner or occupant use or permit his or her Unit to be used in a manner that results in the increase in any insurance policy by the Association or one or more other Unit Owner. FINE \$1000

3. Electrical safety measures  
All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction. FINE \$250
  
4. Roof access  
No Unit Owner, lessee, mortgagee, contractor or guest shall be permitted access to any roof of the Building except by prior approval of Management. FINE \$1000
  
5. Barbeque grills  
The use of charcoal and propane grills on patios, decks, and the atrium is prohibited. The use of electric grills is permitted. There will be no warning letter issued in such instances, and a fine will be imposed for any violation. FINE \$500
  
6. Plants or other objects placed on sills and railings  
There shall be no plants or other objects placed on Common Element or Limited Common Element balcony sills and/or ledges where they may fall on passing persons. This is to include all hanging plants and/or objects as well as those in containers. Balcony sills must remain free of any and all objects. Planters are allowed to be displayed on the floor of balconies. FINE \$250  
  
Anyone living in the 200-level Units may place potted plants on the wooden sills running parallel with the horizontal railings in the atrium. No vines or trailing plants are permitted.
  
7. Smoking  
Smoking is not permitted in hallways, elevators, lobbies or within other enclosed Common Elements. Cigarettes must not be discarded from balconies. FINE \$250

**D. Unit care & activities that affect other residents**

1. Noise  
Residents need to be aware of the impact of noise on their neighbors, especially between the hours of 10 pm and 8 am. No loud noises are allowed or permitted at any time in the Common Elements, Limited Common Elements or the Units by any Unit Owner, lessee, mortgagee, members of residents' families, guests, agents, contractors or licensees. Loud noises are noises that will unreasonably interfere with the rights, comforts or convenience of the other occupants of the Building.

*Social Gatherings*

No loud parties or loud residents or guests are permitted on Common or Limited Common Elements after 10 pm. Hosts of social gatherings held both inside and outside should be aware of and respect their neighbors and should create no noise intrusion to other homes. FINE \$250

*Audio Devices*

No musical instruments, CD player, radio, television or any other audio device shall be played unreasonably loud at any time in the Units or on the Common or Limited Common Elements. FINE \$250

*Other noise disturbances*

No vibration shall be permitted to emanate from any Unit if it unreasonably disturbs, annoys, or interferes with the rights, comfort or convenience of other occupants of the Building. Examples of vibrations having the potential to disturb neighbors after 10 p.m. include, but are not limited to: running on stairways; moving furniture; home maintenance with hammers or drills; vacuum cleaning; hard soled /high-heeled shoes, noisy appliances, etc. FINE \$100

2. Window treatments

The exterior appearance of the Units and Limited Common Elements shall conform to the Building standards of integrity and appearance. Conventional window coverings (e.g. draperies, curtains or venetian blinds) shall be installed in a Unit so that the portion of such draperies, curtains or venetian blinds externally visible from outside the Building or from the Atrium must be white, off-white or have a white liner. When window coverings are open, haphazard storage of items (such as cardboard boxes, furniture, loose articles) should not be visible from the exterior. FINE \$250

3. Unit maintenance

Each Unit Owner is fully responsible for maintaining his or her Unit and, to the extent provided in the Declaration, any Limited Common Element that is appurtenant only to such Unit (e.g. balcony, terrace or patio) , in a good state of upkeep and cleanliness. FINE \$250

The windows and doors in the Perimeter Walls of all Units shall be kept closed when necessary to avoid possible damage from the elements. If the Association and/or the Manager must intercede to properly maintain a Unit or such Limited Common Elements, the responsible Unit Owner shall be charged for such service, and a fine will be imposed. FINE \$250

4. Care of plumbing  
 The lavatories, sinks, bathtubs, showers, garbage disposal units, and other water apparatus shall not be used for any other purpose than which they were constructed. No sweepings, rubbish, rags or any other improper articles shall be thrown therein. Any damage resulting from misuse thereof shall be borne by the Unit Owner and/or the Unit occupant causing such damage.  
 FINE \$250
  
5. Soaps & detergents  
 Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus, which may cause overflow of suds in any central waste disposal system. Repair costs and a fine will be imposed if improper use causes damage to any part of the building.  
 FINE \$100
  
6. Appliance replacement  
 A Unit Owner shall notify Management of any intended replacement of a major appliance or installation of a new major appliance (e.g. air conditioner, heat pump, whirlpool bath, freezer and the like) and of the relevant specifications of such appliance, (including, but not limited to, their weight and utility consumption). This notification must occur prior to installation or replacement. Management shall not prohibit the installation of any such appliance unless it determines in its reasonable judgment that such replacement appliance will overburden the Building or its various utility systems.  
 FINE \$250
  
7. Window cleaning  
 Unit Owners shall keep the interior portion of all windows and glass enclosures within their Units, and the interior/exterior portions of all sliding glass door and windows leading to Limited Common Elements, such as Unit patios, balconies and terraces, in a clean condition. The Association shall be responsible for cleaning the exterior portion of all windows and glass enclosures, except as described in the preceding sentence. FINE \$50
  
8. Odors  
 No odor shall be permitted to emanate from any Unit if it unreasonably disturbs, annoys, or interferes with the rights, comfort or convenience of other occupants of the Building. FINE \$50
  
9. Fishing  
 No fishing is permitted from anywhere on the premises. FINE \$250
  
10. Bird feeding  
 No feeding of birds is permitted. FINE \$250

### III. ELEVATORS AND MOVING

#### A. **Scheduling of moves**

Any resident wishing to move in or out **must schedule the move in advance**. The resident will be required to sign a statement assuming full responsibility and liability. This Access Notification Form must be submitted to Management prior to moving.

When moving in or out of a bi-level unit (e.g. with a spiral staircase), the resident must also reserve use of the lift if its use is desired. FINE \$250

#### B. **Moving hours**

Moving by professionals or by residents is permitted Monday through Friday, from 9:00 a.m. to 5:00 p.m. and from 9:00 a.m. to 1:00 p.m. on Saturdays (per By-Laws). No moving is allowed on Sundays or holidays. Fines will be assessed if moving is done at any other time. FINE \$250

#### C. **Moving fee and refundable damage deposit**

A non-refundable moving fee of \$200 (for a one-way move in or out) and refundable \$200 damage deposit is required. The amounts must be paid at least 48 hours in advance of the move. Checks should be made payable to the Pier 3 Condominium Association.

If the move is to be scheduled through the loading dock gates, 48 hours advance notice of need to use the gate is required. This information must be provided to the Management Office and Front Desk for security scheduling.

Deliveries requiring the loading dock and taking longer than one hour are considered the same as a move. Such deliveries require advance notice and a fee for guard use.

FINE \$250

#### D. **Deliveries – one hour or less**

If you will be receiving a delivery that will require use of the loading dock gate, you must schedule the delivery with the Front Desk. An Access Notification Form must be submitted to Management prior to delivery.

FINE \$250

#### E. **Elevator use for moving**

Moving takes place through the North or South side elevators only. The Lobby elevator shall not be used during any moves. FINE \$250

#### F. **Vehicle parking prohibition**

Vehicles are prohibited from pulling up over the curb or onto the sidewalk. Vehicles are only permitted on the Pier apron with prior approval from Management.

FINE \$100

**G. Damages from moving**

Owners will be held responsible for any damages to the Building incurred because of their move or their tenant's move, including, but not limited to, broken sidewalks or apron tiles, ceiling tile and lights, EXIT lights, hallway walls, elevator doors, ceilings and walls. The cost of repairing any damages will be deducted from the damage deposit, and the cost of repairing damages in excess of the amount of the damage deposit will be billed to the Owner of the Unit.

**H. Moving clean-up**

Residents are responsible for clean up and proper removal and disposal of packing materials or other litter resulting from their move. Failure to do so will result in forfeiture of the damage deposit in an amount needed to compensate the Association, or if necessary, a fine in a greater amount. FINE \$500

**I. Return of access cards, parking stickers & mailbox keys**

Upon moving out of the Pier, all access cards, parking tags/stickers and mailbox keys must be returned to the Management Office. Failure to return the sticker, card and/or keys will result in a charge to the Unit Owner's account for the costs of replacement. Owners will be billed for replacement if a tenant fails to turn in these items. If an owner sells his Unit and fails to turn in these items, the replacement costs will be deducted from the security deposit or added to the settlement charges.

#### IV. GARAGE PARKING

A. **Vehicle Registration**

All vehicles parking in the Pier 3 Parking Garage must be registered with the Management Office prior to receiving a parking identification sticker/tag. Proof of registration, insurance and current inspection, where required, must be provided. FINE \$250

B. **Parking space assignment**

All Parking Garage spaces are unassigned, with the exception of those spaces that were purchased and made by recordable assignment executed by the Declarant and/or two officers of the Initial Executive Board. A "Reserved Parking" sign designates a purchased space. Only properly registered vehicles displaying "Reserved" parking stickers are permitted in reserved spaces. FINE \$250

C. **Parking space use**

Unless otherwise authorized by the Association, a parking space may not be used for any purpose other than parking a single automobile, pickup truck, family van, four-wheel drive vehicle, motorcycle, or other type of motorbike. No trucks (other than pickups), trailers, boats, limos/stretch cars, recreational or commercial vehicles shall be parked in the parking spaces. FINE \$250

Every effort should be made to park between the lines.

D. **Consequences of illegal parking**

All residents shall observe and abide by all parking and traffic regulations of the Association and of any municipal authorities. Vehicles parking in violation of any such regulations may be towed away at the Owner's risk and expense. Vehicles that block sidewalks, driveway, or access ways within the Parking Garage or any parking space will be towed at the Owner's risk and expense. FINE \$200

No vehicle should be parked in front of the Parking Garage driveway at any time, e.g. when picking up mail. FINE \$100

E. **Permitted vehicle maintenance**

Minor maintenance or emergency repairs are permitted (e.g. tire or battery changes, jump-starting, adding fluids and hand polishing). Car washing and vehicle repairs involving mechanical work, oil or antifreeze drainage are not permitted in the Parking Garage. FINE \$100

F. **Car alarms**

Vehicle owners are responsible for ensuring that car alarms are operating appropriately and not set too sensitively so that they are frequently and accidentally set off. FINE \$100



**G. Handicapped parking**

Handicapped parking is reserved for vehicles with handicapped license plates or placards that have been registered with Management. Handicapped parking is so designated in the Parking Garage. Only properly registered vehicles displaying handicapped license plates or placard are permitted to park in designated handicapped spaces. Unit owners will be held responsible if a guest without a handicapped placard parks in a handicapped space.

FINE \$300

**H. Other parking violations**

1. Parking sticker not displayed

A parking sticker issued by Management must be displayed at all times in any vehicle parked in the Parking Garage. Changes in the make, model or registration of a vehicle must be promptly reported to the Management Office. Failure to display an authorized parking sticker may result in the car being towed at the Owner's risk and expense.

FINE \$250

2. Misuse of parking sticker

Residents or other vehicle owners should not display counterfeit stickers or stickers not issued to the parked vehicle. Owners of such vehicles may lose parking privileges.

FINE \$250

3. Vehicle storage

A vehicle that is inoperable, unsafe, without current tags/inspection, etc. may not be stored in the Parking Garage.

FINE \$250

4. Parking Garage access without swiping card

Residents must not drive their vehicles into or out of the Parking Garage without the proper use of the garage access cards. Guests must not follow other vehicles through the gate by "piggy-backing" on a card swipe.

FINE \$500

5. Guest parking procedures

If a guest of a resident does not follow the guest parking procedures, the resident will be held responsible for violating the guest parking procedure. Resident must call the Front Desk to advise the concierge that a guest is coming. Guests must register their vehicle with the concierge upon arrival before entering the garage.

FINE \$250

Guests must display guest passes in their vehicles while parked in the Pier 3 Parking Garage. Pass must be visible from outside the vehicle.

FINE \$250

Guests are permitted to park in the Parking Garage only between 8 a.m. and 11 p.m. Guests are not permitted to park overnight in the Parking Garage.

FINE \$250 +  
Towing charge

Guests are not permitted to park in the Parking Garage on special holidays, i.e. New Year's Eve and Independence Day celebrations and other times when posted by Management.

FINE \$250 +  
Towing charge

**I. Parking space transfer rights**

Unit Owners are not permitted to sell, lease, sublease, assign or otherwise transfer their right to use a Reserved Parking space except to a successor owner of their Unit or to a resident of Pier 3. Unassigned parking spaces cannot be subleased, sold, leased or otherwise transferred. Failure to abide by this rule will result in loss of parking privileges and a fine.

FINE \$250

**J. Non-resident parking**

Any non-resident who parks a vehicle in the Parking Garage while not visiting a Pier 3 Resident is in violation of the "Parking Policy and Procedures". If the Executive Board determines there to be an arrangement through which a Pier 3 Resident allows a non-resident to use a parking access card and/or sticker, the parking privileges for that Unit will immediately be revoked for one (1) year in addition to the fine.

FINE \$250

**K. Parking Policy and Procedures**

For additional information about parking in the Pier 3 garage, please see Pier 3 Parking Policy and Procedures (Appendix C).

**V. TRASH & GARBAGE**

**A. Trash disposal and recycling**

All refuse not suitable for the kitchen garbage disposal shall be properly deposited in the trash chutes located at each elevator bank area. All such garbage should be placed and tied in trash bags. Cardboard should not be put down the trash chute. To comply with trash separation requirements (e.g. glass, metal, and newspapers), each Unit Owner and/or occupant of a Unit is responsible for disposing of his/her refuse in the proper manner. Trash and recycling must be put in the proper containers in each trash room and **not placed on the floor**. Products requiring special disposal (e.g. kitty litter) must be properly bagged and taken to the trash room in the Parking Garage.

FINE \$250

**B. Proper trash disposal**

No trash receptacles, trash bags, garbage cans, empty boxes, or other such articles shall be placed in the Common Element walkways, Parking Garage areas, stairway landings, or on the patio, balcony or terrace areas.

FINE \$250

**C. Large trash disposal**

If a resident desires to dispose of any refuse that will not fit into the trash chutes provided for this purpose, he or she must make prior arrangements with the Manager for the disposal of such refuse **at the resident's expense**. Examples are TVs, refrigerators, mattresses, etc. Contractors must remove all large items and packing materials from the premises.

FINE \$250

Large items may not be disposed in trash rooms or dumpster areas without the prior approval of Management.

FINE \$250

**D. Trash chute hours**

Trash chutes should not be used between the hours of 11:00 pm and 6:00 am.

FINE \$100

## VI. PETS

### A. **Pet registration**

Any resident Owner who wishes to keep a pet in his/her Unit shall inform the manager in writing. Permission for any pet is at the sole discretion of Management, but shall not be unreasonably withheld. Permission is subject to the express agreement by the Unit Owner to comply with these Pet Rules and to sign a Pet Owner's Agreement.

FINE \$250

### B. **Pet Owner's Agreement**

A pet owner must sign Pet Owner's Agreement covering the identified pet. A separate Agreement must be signed for each pet, excluding fish. It is the law of the City of Philadelphia that all dogs must be licensed. The pet owner should have a current health certificate indicating that the dog is healthy and that all vaccinations are up-to-date. Updated certificates and licenses shall be provided annually to Management.

FINE \$250

### C. **Permitted pets**

Only common household pets that are specifically permitted by these Rules are permitted on the premises. Common household pets shall include domesticated dogs, cats, fish, and birds.

FINE \$250

### D. **Dog ownership – limited to Unit Owners**

The only residents permitted to have dogs in their Units are Owners of the Units. Renters are **not** permitted to have dogs in their Units.

FINE \$1000

### E. **Pet number limit**

There is a 2-pet limit on the number of pets per Unit, excluding fish.

FINE \$250

### F. **Pet size**

There is a 40 pound maximum weight for pets when full grown.

FINE \$250

### G. **Pet control**

Owners must be able to maintain control over their pets at all times.

No pet shall be allowed to run free **at any time** anywhere on the Premises.

FINE \$500

Residents shall not chain or leave dogs or cats unattended anywhere on the Premises except within their respective Unit. Pets shall not be left unattended and unsupervised on balconies, patio or terrace areas.

FINE \$500

No pets are allowed in the Lobby or Lobby elevator unless carried.

FINE \$500

**H. Pet waste**

Pets shall not be permitted to relieve themselves anywhere on the Premises. If this requirement is violated, the pet owner shall immediately and completely pick up and dispose of the pet waste in a sanitary manner. Any violation of this Rule shall result in the imposition of a fine. Multiple violations of this Rule shall result in the expulsion of the pet from the Premises. This includes but is not limited to the Common Elements and Limited Common Elements such as private unit patios, decks and balconies.

FINE \$500

**I. Damage liability from pets**

Unit Owners shall be liable for all damages, including but not limited to, damage to persons or property caused by their pets. Owners will be fined in addition to damage costs.

FINE \$500

**J. Removal of dangerous pets**

Management retains the right to order the removal from the Premises of any pet whose conduct or condition is determined to constitute a nuisance or threat to the health, well-being or safety of the residents of Pier 3. The pet owner must remove the pet from the condominium unit within 72 hours after receipt of such notice. Under emergency conditions, Management with the SPCA has the right to enter a Unit and remove any dangerous animal. Any costs incurred in such instance will be assessed to the pet owner in addition to the fine.

FINE \$500

**K. Pet noise**

Loud noise (e.g. barking) caused by pets that will unreasonably interfere with the rights, comforts or convenience of the other occupants of the Building is not permitted in the Common Elements or the Units.

FINE \$500

## **VII. ENTRY INTO UNITS AND BUILDING SECURITY**

### **A. Keys and security information**

Each Owner or occupant of a Unit shall provide the Manager with all keys and security information needed to enable Management to gain access to the Unit in the event of an emergency or for such other purpose specified in Paragraph (B) below. The failure of an occupant or Owner of a Unit to provide Management with such keys and security information is subject to a fine. FINE \$250

Failure to provide the required access shall entitle the Manager to enter such Unit by whatever means necessary when a situation has been deemed an emergency or when such entry is otherwise permitted pursuant to Paragraph (B) hereof. Any damages or theft resulting there from shall be the responsibility of the Unit Owner, and not the Manager and the Association. Keys and security information provided by the Owner or occupants of the Units pursuant to Paragraph (A) shall only be used as provided herein.

### **B. Reasonable entry**

Authorized employees of the Association or the Manager, as well as any contractor or workman authorized by the Association or the Manager (when accompanied by such an employee), may enter any Unit at any reasonable hour of the day to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of the Building, or for the purpose of inspecting each Unit for insurance appraisals and other legitimate management purposes, or to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or any other pests and for the purpose of taking such measures as may be necessary to control or exterminate any vermin, insects or other pests.

Reasonable notice will be provided to the Unit Resident for non-emergency entry, such that the Resident may arrange to be present if desired.

## **VIII. BUILDING EMPLOYEES**

### **A. Personal service by employees**

No employee of the Association or the Management Company shall be requested or required by any Unit Owner, lessee, mortgagee, or other occupant of the Building to perform any personal service during such employee's working hours for said person not in the line of the duties (and following the procedures, including compensation) prescribed for such employee by the Association and/or the Management Company, unless Management shall have specifically given its prior approval thereof.

FINE \$200

### **B. Liability for stored or unattended items**

If an employee of the Management Company or the Association, at the request of a Unit Owner, lessee, mortgagee, or other occupant of the Building, moves, handles or stores any articles of personal property for such requesting person, then such employee shall be deemed the agent of such requesting person. Neither the Manager, nor the Association or its Executive Board, shall be responsible for any article left with any employee or left unattended by the owner thereof in any part of the Condominium property (including, without limitation, in the Parking Garage, the Front Desk, or in any storage area).

## **IX. UNIT STRUCTURAL ALTERATION**

Article VII of the Pier 3 Condominium Declaration specifies restrictions that govern additions, alterations or improvements to individual Condominium Units.

The Unit Alteration Policy (Appendix A), approved by the Executive Board, is intended to ensure the protection of all members of the Association, pertaining to additions, alterations or improvement to individual Condominium Units.

Examples of such alterations may include, but are not limited to, combining or separating units, rerouting plumbing or electrical, removing walls, etc. For major renovations, the Unit Owner must present signed and sealed architectural drawings.

Details can be found in the Unit Alteration Policy and the Declaration of the Condominium Association. Owners must contact Management prior to beginning any large-scale projects and submit the information required in the Unit Alteration Policy.

**Owners should contact the property manager to discuss the details of their project and should read Appendix A (Unit Alteration Policy) prior to making any Unit alterations.**



**X. CONTRACTORS EMPLOYED BY UNIT OWNERS**

**A. Prohibited work times**

No contractor or worker employed by an Owner or occupant of any Unit shall be permitted to do any work in any Unit or on any Limited Common Element (except for emergency repairs) on:

- Sunday or any legal holiday;
- Prior to 9:00 a.m. or after 5:00 p.m. on Saturdays;
- Between the hours of 6:00 p.m. and 8:00 a.m. on all other days.

FINE \$300

**B. Impact on other Units**

No work shall be done by any contractor or worker for the owner or occupant of any Unit that unreasonably disturbs the Owner or occupant of any other Unit. The Owner should notify surrounding units of the scope and timing of the work being done if it is likely to be somewhat noisy.

FINE \$300

**C. Contractor insurance**

All contractors performing work or alterations on a Unit or Limited Common Element must file a certificate of insurance from the contractor's insurance carrier specifying the following coverage:

- Workmen's Compensation Policy – Statutory Limits
- Comprehensive General Liability - \$1,000,000 Coverage

The Manager must approve this certificate **before** said contractors may begin work in the Building. Neither the Association, nor its Executive Board, nor the Manager shall be responsible for any damage or injury caused by such contractor to a Unit or Limited Common Element, occupant or other person.

FINE \$500

**D. Required building permits**

Prior to commencing work, the Association must be provided with a copy of any building permits that may be required by the City of Philadelphia.

FINE \$500

**E. Disposal of debris**

Unit Owners are responsible for ensuring appropriate clean up and disposal of all debris resulting from work in their Units. Construction material and demolition debris are not permitted in the Association trash compactors or dumpsters. The contractor must remove all materials and debris from the Pier. The Association hauler will not remove materials and/or debris. Inappropriate disposal of trash and/or debris will result in a fine being assessed as well as any special trash hauling fees.

FINE \$250