

RESIDENT MANUAL

2019



GATEWAY
TOWERS
CONDOMINIUM
ASSOCIATION

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I. INTRODUCTION

Your Board of Directors¹ extends a warm welcome to all Residents of Gateway Towers Condominium, Pittsburgh's finest residential condominium.

Gateway Towers Condominium Association (GTCA) offers you a variety of services designed to make living here enjoyable.

This Resident Manual provides an opportunity for us to outline such items as amenities, maintenance responsibilities, operating policies, and various rules and regulations. In developing this manual, we have summarized key points covered in the Declaration of Condominium of Gateway Towers Condominium, the Code of Regulations of Gateway Towers Condominium, the Cross-Easement Utilities, Service and Insurance Agreement, and the Articles of Incorporation of Gateway Towers Condominium Association, Inc. (the "Condominium Documents"). This Manual is not intended to replace these documents. We urge all Unit Owners and Lessees (Residents) to become familiar with the Condominium Documents because they are the controlling legal agreements under which we have agreed to live.

The Evacuation Plan for Gateway Towers is included as Attachment A to this manual. If not already on file with the Property Manager, please complete a copy of the GTCA Owner/Occupant Information Emergency Contacts form which is in part II of this manual. The Property Manager can provide a copy of this form.

The Condominium Documents are available from the homepage of [BuildingLink](http://www.gatewaytowersresidents.com/V2/Tenant/Library/Library.aspx) (<http://www.gatewaytowersresidents.com/V2/Tenant/Library/Library.aspx>).

Residents who would like printed copies of the Condominium Documents may purchase a set from the Management Office. See the Summary of Charges section for the cost.

Residents are responsible for following these regulations. The Resident Manual is intended to serve as a guide.

Sincerely,

Board of Directors

Gateway Towers Condominium Association, Inc.

¹ The "Board of Directors" is referred to as "Council" in the Condominium Documents and periodically in this Manual.

II. GTCA OWNER/OCCUPANT INFORMATION -EMERGENCY CONTACTS

UNIT #(s):

OWNER(S):

Owners: Names/Phone #s/email addresses:

Other Occupants: Name/Phone #s/email addresses

Owner(s) Mailing Address:

Emergency Contacts: Name/Relationship/Phone Number(s):

1.

2.

LESSEE(S) (if applicable):

Lease term (inclusive dates):

Lessee 1: Name/Phone #/email address:

Lessee 2: Name/Phone #/email address:

Lessee Mailing Address:

Lessee Emergency Contacts: Name/Relationship/Phone Number(s):

1.

2.

IN THE EVENT OF A BUILDING EMERGENCY:

List occupants who require assistance to exit the building; provide name and nature of assistance required:

- 1.
- 2.

List any pets who might be in the unit (provide type and name):

- 1.
- 2.

Would you like to be contacted by our Resident Experience Committee with a welcome package?

- YES
- NO

III. AMENITIES

Gateway Towers Condominium Association (GTCA) provides amenities to Residents to make it a premier residential location in downtown Pittsburgh.

PROFESSIONAL BUILDING MANAGEMENT

1. MANAGEMENT COMPANY

- A. GTCA contracts with a professional building management company that is responsible for operational services and maintenance of the building.
- B. Operational personnel are provided and managed by the Management Company.
- C. The Management Company contracts with a security firm to provide the Front Door Concierges, Front Desk Concierges, and other security personnel as needed.
- D. The Management Office is located off the Lobby, behind the Front Desk.
- E. Management Office hours are Monday – Friday, 9 AM to 5 PM. Contact the Management Office by using email, [BuildingLink](http://www.gatewaytowersresident.com/V2/Tenant/Home/DefaultNew.aspx) (<http://www.gatewaytowersresident.com/V2/Tenant/Home/DefaultNew.aspx>), or by phone at 412-471-3400.
- F. A roster of building personnel is located on [BuildingLink](http://www.gatewaytowersresident.com/V2/Tenant/Directory/StaffDirectory.aspx) (<http://www.gatewaytowersresident.com/V2/Tenant/Directory/StaffDirectory.aspx>)

2. HOUSEKEEPING STAFF

- A. Housekeeping staff maintain the Lobby, Level C Common Areas, and hallways on each floor.
- B. Housekeeping staff are responsible for trash maintenance.

3. MAINTENANCE

- A. GTCA has dedicated maintenance personnel.
- B. For maintenance requests, use [BuildingLink](http://www.gatewaytowersresidents.com/V2/Tenant/Maint/Maintenance2.aspx) (<http://www.gatewaytowersresidents.com/V2/Tenant/Maint/Maintenance2.aspx>) or call the Management Office at 412-471-3400. Please do not directly log your request with members of the staff as all such requests must flow through the building's work order system.
- C. For an emergency, please contact the Front Desk 412-471-3550.

4. BUILDINGLINK

- A. All residents have access to BuildingLink, our online communication service.
- B. The Management Company provides access to BuildingLink by secure login and password.

- C. Many Gateway Tower Condominium Association documents are posted on the “Building Library” page of BuildingLink.
(<http://www.gatewaytowersresidents.com/V2/Tenant/Library/Library.aspx>).
- D. Pick the “Send Message to Manager” option of BuildingLink to notify management of maintenance issues, or choose My Repair Requests to request a specific repair.
- E. BuildingLink may also be used to message the GTCA Board, reserve the service elevator, Social Room or Billiard Room, or to post messages to other Residents.
- F. Access to resident information on BuildingLink is limited to the Management Company and Board unless otherwise authorized by the resident.

CONCIERGE SERVICE

1. FRONT DOOR CONCIERGE

- A. Personnel at the front door are trained members of our security team.
- B. On duty from 7 AM to 11 PM, a uniformed Front Door Concierge monitors traffic in the Governor’s Circle.
- C. The Front Door Concierge will assist you with loading/unloading packages to/from your car at your request. GTCA and the Management Company are not responsible for any damage to items handled.
- D. The Front Door Concierge may need to hold your keys while you park in the one-hour parking spots available for residents, their guests, and commercial office visitors.

2. FRONT DESK CONCIERGE

- A. Personnel at the front desk are trained members of our security team.
- B. This position is staffed 24 hours a day.
- C. The Front Desk Concierge will greet your guests, service workers, and contractors.
- D. Visitors unaccompanied by a Resident of Gateway Towers must sign in at the Front Desk.
- E. The Front Desk Concierge will call your unit (unless otherwise notified) to announce your visitor before the visitor may access the elevators.
- F. Residents may retrieve held packages at the Front Desk.
- G. The Front Desk Concierge may sign out a key to your unit if you lock yourself out. See page 20 for key and key fob policy.
- H. The Front Desk Concierge will sign out a key to your unit to designated individuals when you post Front Desk instructions in BuildingLink. The security guidelines for issuing keys can be found on page 20.

3. DELIVERED PACKAGES AND DRY CLEANING

- A. Delivered packages and dry cleaning are kept in a secure Package Room off the Lobby accessible only by building personnel.
- B. Items marked as perishable, including flower deliveries, will be accepted in your absence but GTCA and its representatives are not responsible for loss or damage to these items. Residents are encouraged to customize their delivery preferences in [BuildingLink](#). The Front Desk Concierge can assist Residents who do not use BuildingLink to customize their delivery preferences.
- C. Flower deliveries are held at the Front Desk.
- D. United States Postal Service certified mail is held at the Front Desk if your BuildingLink instructions permit a staff member to sign and accept such mail. Otherwise, certified mail will not be accepted.
- E. Residents will be notified by email, if registered on BuildingLink, and by message boards located in the elevator and C level lobbies when a package is waiting for pick up. Residents will also receive a phone call upon delivery of perishable items. The Resident receiving the package will be required to sign a receipt of acceptance.

LEVEL C COMMON AREAS

1. GENERAL INFORMATION

- A. Access to the resident and service elevators on the C level is by key fob.
- B. Access to Level C Common Areas is also by key fob.
- C. Pets are not allowed in the Common Areas of Level C beyond the elevator lobby.
- D. Wi-Fi access is available. The user name and password are posted in the Level C Common Areas.
- E. Guests must be accompanied by a Resident.

2. SOCIAL ROOM

- A. The key to this room is obtained at the Front Desk.
- B. Residents may use the Social Room after placing a reservation in BuildingLink and completing the C Level Common Areas Reserved Use Agreement. See page 43 for additional information.
- C. This room is equipped with a large screen TV and projection equipment, full kitchen, bar area, and tables and chairs. Instructions for using the TV and projection equipment are located in the media closet in the room. A separate key must be signed out for this area.
- D. The special rules and regulations for use of this room are located on page 42.

3. LOUNGE AREA
 - A. Residents may use this seating area.
 - B. A computer is located in this area and may be used by Residents.

4. BICYCLE STORAGE ROOMS
 - A. Use of the bicycle storage rooms (Bike Rooms) is available to Residents.
 - B. There are a limited number of spaces available for rental. The Management Company maintains a waiting list for bicycle storage.
 - C. Refer to pages 44-46 for the Bike Room regulations and usage agreement form.
 - D. The annual fee for this amenity is listed in the Summary of Charges.
 - E. Air pumps should not be removed from the rooms.

5. FITNESS ROOM AND SAUNAS
 - A. All Residents and their accompanied guests may use the Fitness Room 24 hours a day.
 - B. The Fitness Room has a variety of machines, weights, and other conditioning equipment, as well as three televisions.
 - C. Changing areas with restrooms, showers, and saunas are available for men and women. You must receive permission from the Building Manager to place a lock on a locker.
 - D. See page 41 for specific rules and regulations regarding use of the facility.

6. LAUNDRY ROOM
 - A. All Residents may use the Laundry Room, which is accessed via your key fob.
 - B. Gateway Towers contracts with a professional service to provide the washers and dryers.
 - C. A fee card may be purchased from the vending machine in the Laundry Room to use the washers and dryers.
 - D. Neither the Management Company nor GTCA is responsible for lost or damaged items.
 - E. In addition to laundry equipment, the Laundry Room also has a restroom and vending machines.

7. DRY CLEANER
 - A. An independent commercial Dry Cleaner is located on Level C.
 - B. The hours vary and are posted on the door.
 - C. Neither the Management Company nor GTCA is responsible for lost or damaged items.
 - D. Arrangements may be made with the Dry Cleaner to have orders picked up from and delivered to the Package Room.

OUTDOOR COMMON AREAS

1. THE GOVERNOR'S DRIVE

- A. The Governor's Drive in front of the Gateway Towers Condominium building is available for drop off and pick up.
- B. Limited parking spaces are available for one-hour parking.
- C. When necessary, the Front Door Concierge will hold the keys to your car while you are parked in that location.
- D. Specific rules and regulations for parking are found on page 30.
- E. Bicycle parking is not permitted in front of the building. Bike racks are located on the KDKA (east) side of the building.
- F. Smoking is not permitted in the Governor's Drive.
- G. Parking for Residents' vendors is available on a limited basis on the four parking pads off the Governor's Circle drive. Reserve a space by calling the Management Staff at 412-471-3400 prior to the day your vendor is scheduled to arrive. Parking is available on a first come, first served basis for vendors who have not been scheduled to park in advance. Parking is limited to two hours. Vendor parking in the Governor's Circle drive is limited to short term service providers and persons making deliveries. Long term contractors doing unit renovations may not park in the Governor's Circle drive.

2. ZIPCAR

- A. Zipcar (<http://www.zipcar.com>) is a national car sharing service that can be used for hourly or daily car rental. We are fortunate to have a Zipcar location in the Governor's Drive. Prospective users must apply for membership online. Cars are booked in advance online or by using a mobile app.
- B. There is a designated parking spot for Zipcar. No other vehicles are permitted in this space.
- C. Because GTCA is a charter member, application and annual fees are waived for Residents.

3. PLAZA

- A. Gateway Towers is the only downtown condominium with its own backyard!
- B. The Plaza area lawn and garden are maintained by a professional landscape company and supervised by the Management Company.
- C. Smoking is permitted in the Plaza, but not within twenty-five feet of the doors.
- D. Picnic tables and benches provide a pleasant space to enjoy the outdoors.

4. DOG PARK

- A. A Dog Park is located in front of the building for the use of Residents' dogs.
- B. Pet waste bags are located here as well as a trash receptacle.
- C. Pet Policies are located on pages 31-33.

PARKING GARAGE

1. LEASES

- A. GTCA has a parking agreement with Park America, Inc. Under that agreement, Residents separately contract with the parking company for monthly leased parking.
- B. Each unit is entitled to one discounted parking lease.
- C. Parking leases are available for additional vehicles, space permitting.
- D. All contracts and payments are with Park America, Inc.

2. GARAGE USE

- A. Call the Garage at 412-261-9783 a few minutes before you need your car and it should be waiting for you.
- B. Access to the Parking Garage is on Level C.
- C. Access from Level C to the lobby and residential floors is by key fob only.
- D. Guests may park in the garage on an hourly basis. Residents may arrange to be directly billed for guest parking by contacting garage management.
- E. Guests parking in the garage will need to take the commercial elevator to the first floor in order to reach the Front Desk.

IV. SECURITY

1. GENERAL

- A. Providing effective security at the Gateway Towers Condominium and Gateway Towers Executive Office Condominiums requires cooperation on the part of everyone, including owners of residential and commercial units, lessees, employees, and contractors.
- B. The Management Company contracts with a security firm to provide the Front Door Concierges, Front Desk Concierges, and other security personnel as needed. Security personnel are on site 24 hours a day.
- C. Security responsibilities include:
 - i. Complying with established security policies and procedures.
 - ii. Promptly reporting crimes, suspicious activity, and security violations.
 - iii. Taking precautions to not let unauthorized people into the building.
- D. Video cameras are placed in various locations both inside and outside the building. The Property Manager is responsible for the management of the video surveillance system and has control of the release of video recordings produced by this system.

2. ACCESS

- A. As a mixed use building visitors have access directly to the visitor elevator on the C-Level, the first three floors, and the twenty-seventh floor of the building. A number of steps have been implemented in cooperation with the owners of the Commercial areas.
- B. Visitors to the 27th Floor and commercial offices on the West side of the lobby check-in at the Front Desk. Employees of the businesses on the 27th floor access the elevators by using fobs. All visitors to the commercial areas entering the lobby after 5:00 PM and on weekends check in at the Front Desk.
- C. All contractors performing work in the building (in the condominium areas and on the 27th floor), and all delivery personnel are required to sign in and out of the building at the Front Desk. Contractors are required to wear identification badges listing the floors they are authorized to enter.
- D. Delivery personnel and visitors unaccompanied by a Resident of Gateway Towers must sign in at the Front Desk.
- E. The Front Desk Concierge will call your unit (unless otherwise notified) to announce your visitor before the visitor may access the elevators. The Front Desk Concierge will sign out a key to your unit to designated individuals when you post instructions in BuildingLink. The security guidelines for issuing keys can be found on page 20.

F. All entry doors to the residential and commercial lobbies are locked from 11:00 PM to 6:00 AM. Some of these doors have communication systems between the point of entry and the lobby Front Desk.

3. MANAGEMENT ACCESS TO UNITS

- A. GTCA and its agents have unrestricted access to any unit in the event of an emergency that endangers life or property.
- B. Access to the keys is restricted to the Senior Property Manager, Assistant Property Manager, the Maintenance Crew, and Security Personnel.
- C. Unit Owners may select a locksmith of their choosing or the building locksmith to change the lock tumblers to doors providing entry to units. Two keys must be provided to the Management Office when additional locks are installed, Management works with the locksmith to ensure that keys conform to the building's master key system. A copy of the key is kept in the Key Link System. If Management has not been provided with keys to enter a unit, any costs incurred in gaining entry, including restoration thereafter, will be borne by the Unit Owner.

V. MOVE IN/OUT PROCEDURES

1. Moves in or out of the building must occur from 8 AM to 4 PM Monday through Friday, and must be scheduled with the Management Office to insure availability of required parking and service elevator access. Some dates may not be available.
2. Any use of the service elevator for moving, furniture deliveries, contractors, etc. must be scheduled in advance through the Management Office. If a delivery is not scheduled, it may be turned away. (See also General Rules and Regulations regarding Service Providers)
3. Prior to any use of the service elevator, all moving companies must send a Certificate of Insurance to the Management Office with the required coverage as determined by Management.
4. See Attachment D for guidelines concerning use of the service elevator.
5. All moving and/or delivery trucks must park in the loading zone down from the main entrance to the Wyndham Grand on Commonwealth Place and use the West Plaza entrance adjacent to the Mailroom.
6. Moving companies and delivery personnel must supply their own cart, dolly, etc., and may not use the building's valet and shopping carts.
7. The disposal of moving boxes is the resident's responsibility. If you wish our staff to dispose of these, there will be a charge of \$25.00 per hour plus any cost from the refuse company. There is a minimum one-hour charge.

VI. GENERAL RULES AND REGULATIONS

Condominium living requires that the Board establish reasonable rules to ensure safety, peaceful enjoyment, and proper operating practices for the benefit of the Association as a whole and for individual Residents.

The right to establish these rules is set forth in various sections of the Condominium Documents. Among these general rules established under the Declaration of Condominium which have not been outlined in other sections of this manual are the following Rules.

1. GENERAL

A. Unacceptable behavior

- i. Residents in Gateway Towers Condominium have the right to live in the community without being annoyed, harassed, or otherwise interfered with by others. To that purpose, GTCA holds that residents shall not engage in any abusive or harassing behavior, either verbal, physical, or internet/cyber/social-media based, or any form of intimidation or aggression directed at other residents, guests, occupants, invitees, or directed at Board members, Management, its agents, its employees, or vendors.
- ii. Black's Law Dictionary defines harassment as "words, gestures, or actions which tend to annoy, alarm, or abuse another person." To annoy is "to disturb, irritate" or "cause discomfort," while abuse consists of "insulting, hurtful, or offensive wrongs or acts."
- iii. Residents are encouraged to report any instance of abusive or harassing behavior to Management, along with any evidence of any such abuse or harassment. The Board will respond accordingly to each reported instance of abusive or harassing behavior and, at the Board's sole discretion, determine whether the Board should become involved in an effort to stop the abusive or harassing behavior. Such actions that the Board may take, at its sole discretion, may include, but are not limited to, the submission of cease and desist letters to offenders, the levying of fines against offenders, and any other appropriate legal action that may be warranted.

B. Throughout the manual reference is made to "residents not in good standing". Owners with outstanding charges, fines, or fees as listed in the Summary of Charges, page 59, are considered not in good standing.

C. Residents shall not obstruct the walkways, entrances, corridors, stairways, and driveways on the Condominium property and shall not use them for any purpose other than entering or leaving.

D. The Level C Common Areas are solely for the use of the Residents and their invited guests. Such facilities shall be used in accordance with rules and regulations found in Recreation Areas Rules and Regulations, pages 40-42.

- E. Residents who are not in good standing may not use Level C Common Areas.
- F. To maintain the high standards of Gateway Towers, proper attire is required for all persons while they are in or passing through the public areas of Gateway Towers. Bathrobes, pajamas and similar attire are prohibited. Shirts and footwear must be worn at all times.
- G. The Lobby is intended as an entrance and exit for Residents and guests to enter and exit the building. It is also an area where Residents and guests may wait for a ride, a taxi, or a visitor. The Lobby is not meant to serve as a social gathering place for private functions. Food and drink are discouraged. At no time should pets be present, even when held. Bicycles are not permitted in the Lobby.
- H. There may be occasions where the Board of Directors authorizes building events to be held in the Lobby.
- I. No displays or signage shall be placed on any part of the Condominium property by any person or entity. (*Declaration of Condominium, Paragraph 9.8e*).
- J. Smoking is not permitted in the Common Areas inside the building. Smoking includes tobacco products, other organic products, electronic cigarettes, and vaping devices.

2. UNITS

- A. Residents shall not use or permit the use of their units in any manner which would be disturbing or a nuisance to others, or injurious to the reputation of the Condominium. Nuisances include, but are not limited to: noise (e.g. loud music that unduly impacts other units and common areas), smells (e.g. pet odors, incense, and pungent cooking odors), secondhand smoke, and vibrations.
- B. In no event may more than one family and one unrelated individual occupy any Unit in the Condominium, with such family and one unrelated individual being limited to two persons occupying a studio or one bedroom unit, four persons occupying a two bedroom unit, and five persons occupying a three bedroom unit. The Board shall have the power to authorize occupancy of a unit by persons in addition to those set forth above. (*Fifth Amendment of the Declaration of Condominium of Gateway Towers Condominium, Paragraph 9.8b*)
- C. To reduce noise: (a) all new wood, ceramic or granite flooring must have the proper soundproofing underlayment — approved and inspected by Management — before the actual flooring is installed, or (b) if such underlayment does not exist or if it does not mitigate noise, 80% of the floor area of each unit must be covered by area rugs or carpeting.
- D. Residents shall not obstruct, litter, deface or misuse the hallways in any manner. No decorations should be displayed, except with the prior approval of board. No Resident may put their name on a unit entry, hallways, doors, or mail receptacle, except as prescribed by the Board. (*Declaration of Condominium, Paragraph 9.8c*).

- E. Each Resident shall maintain a good state of preservation and cleanliness of their unit, and shall not permit any dirt or other substance to be swept or thrown into the Common Areas or out a window. Units must be maintained to protect the health and safety of others.
- F. It is prohibited to use auxiliary heating systems, heating equipment, space heaters or other means of producing heat within a unit or any other portion of the condominium property other than electric space heaters supplementing the building heating and cooling system which meet the following specifications:
 - i. Heaters must be Underwriters Listed (UL) or Factory Mutual approved for their intended use,
 - ii. Heaters must have a thermostat to automatically shut down the unit when the desired temperature is achieved,
 - iii. Heaters must have a tip over automatic shutdown feature, and
 - iv. Heaters must be kept at least 3 feet (36 inches) from all combustible materials such as file cabinets, desks, trash cans, paper boxes, etc.
- G. Residents may store only small amounts of flammable or combustible fuels or other materials, such as sterno for a chafing dish or acetone for removing paint, within a unit. Storage of flammable materials or combustible fuels by Residents in other portions of the condominium property is prohibited.

3. WINDOWS

- A. Condominium Documents state that unit windows are considered Common Elements and the maintenance, repair and replacement of the windows are the responsibility of the Unit Owner.
- B. Window Safety
 - i. Windows are not to be left open when a Resident is absent from the unit. Wind or storms can blow the window out of its frame. Building personnel may enter the unit to close and lock the window; the Unit Owner will be billed for this safety service in accordance with the Summary of Charges.
 - ii. Windows should be checked to assure that locks are tight; this may help reduce drafts and leaks. A window locking device is available from the Management Office for the price listed on the Summary of Charges.
 - iii. If Management observes a window that is a safety concern, they shall take steps to eliminate any potential danger and notify the Unit Owner.
 - iv. All windows that have not been replaced and are not under contract for the VWRP will be inspected by a licensed engineer annually, and the charge for the inspection will be billed back to the unit owner.

C. WINDOW APPEARANCE

- i. Because GTCA wishes the windows to look uniform to maintain the integrity of the building, the following rules dictate the appearance of windows and blinds.
- ii. Window treatments other than draperies, blinds, shades, curtains and their hardware require Building Management approval.
- iii. All window treatments must be white or an off-white color on the exterior side.
- iv. Window treatments will not interfere with operation of the windows.
- v. Window treatments that do not comply with this paragraph must be replaced within 90 days after the date an owner's windows are replaced or by January 1, 2021, whichever date is sooner.
- vi. No pictures, photographs, signs or other items may be placed, hung or displayed in a manner so as to be visible from the exterior of the building in a way that detracts from the appearance of the building. The Property Manager will determine if an item detracts from the building's appearance. The Property Manager's decision may be appealed to the Board of Directors.

D. NEW WINDOW OPERATION AND MAINTENANCE

OPERATIONS:

- When operating the windows, make sure you close your main unit door(s) before opening or closing the windows to reduce the impact of the wind.
- For corner residential units, be careful when operating the two corner windows at the same time (the smallest window and the adjacent perpendicular window) as they will hit each other when both are opened to their full potential.



When in the closed position and secured, the red dot will be on/inside the square on the visual indicator. As you rotate handle clockwise, window will tilt in from the top.



To close and secure window, rotate handle counterclockwise until red ball is on/inside the square on the visual indicator. In the event you over rotate beyond the square, you will feel the handle slip. Best practice is to resist letting the red ball go beyond the square when closing the window.
NOTE: If it's helpful, use your hand to close gently push on the frame to assist in the closing of the window.

MAINTENANCE:

RECOMMENDED WINDOW CLEANING PRACTICE & CARE (OWNER'S RESPONSIBILITY):

- **GLASS** – Use a wash solution that includes a mild soap or detergent, or a slightly acidic cleaning solution. Use a clean, grit free cloth. Care must be taken to ensure that gritty dirt particle picked up by the cloth do not scratch the glass. Immediately follow the washing with a liberal amount of clean rinse water. Promptly remove excessive rinse water with a clean, good quality squeegee.
 1. **DO NOT** use any additives that contain hydrofluoric acid or have the possibility of forming hydrofluoric acid. Hydrofluoric Acid will quickly and permanently damage the glass surface.
 2. **DO NOT** use harsh cleaners, abrasives or alkaline materials.

3. **DO NOT** use metal scrapers or tools to attempt to remove stubborn materials or stains.
- WINDOW FRAME, SASH & TRIM – Use a wash solution that includes a mild soap or detergent to clean the silver painted window frame, sash and trim. Use a clean, grit free cloth. Care must be taken to ensure that gritty dirt particle picked up by the cloth do not scratch the painted metal surface. Immediately follow the washing with a liberal amount of clean rinse water. Promptly remove excessive rinse water with a clean, grit free cloth.

RECOMMENDED PREVENTIVE MAINTENANCE (OWNER'S RESPONSIBILITY):

- Every six (6) months operate the crank handle several times to keep the crank lubricated. Inspect for broken or missing hardware and weather-stripping. Clean the window frame & sash with a mild soap solution to remove any buildup of dirt, sludge or grime, which may interfere with the operation of the window.
- Once per year the screws, fittings & crank handle should be inspected for proper fitting and operation. If needed the fittings & crank handle in each window should be lubricated with white lithium multi-purpose grease.

4. EMPLOYEE RELATIONS

- A. Courtesy and respect are to be afforded to all staff employees.
- B. No one is to request staff employees to perform personal services while on duty. All requests for personal maintenance services should be entered on BuildingLink or by contacting the Management Office directly.
- C. Exceptions to rules are not to be requested of staff.
- D. If a Resident becomes aware of a maintenance need or other issue with the Common Areas, they should bring their concerns to the attention of Management via the Management Office, BuildingLink, or Front Desk Concierge.
- E. To show appreciation, Residents may contribute to a Holiday Fund through the Management Company and/or tip at their own discretion.
- F. While cordial relationships with personnel are always desirable, please keep in mind that lengthy visitations and telephone conversations distract and negatively impact the effectiveness and efficiency of the staff.

5. VALET AND GROCERY CARTS

- A. The service elevator must be used when using valet and grocery carts unless it is in "Special Service."
- B. After you use a valet or grocery cart, return it promptly to the Cart Room (accessed via the Mail Room) within 20 minutes. Do not leave the cart in the corridor or in your unit, and do not merely place it on the elevator.
- C. Valet and grocery carts are for the exclusive use of Residents, not contractors, delivery agents, or repair persons.

6. TRASH AND RECYCLING

- A. All refuse is to be placed in the trash chute, not on the floor, except as noted below.
- B. All items placed in the trash chute must be bagged and secured. Extra care should be taken with items that have a bad odor.
- C. Full refuse bags should be of a size that will easily fit into the trash chute door and drop down the chute. An example is the size of a grocery store plastic bag. Please refrain from using larger, fuller bags that require assistance. Bags should be securely tied at the top.
- D. Safety prohibits throwing anything such as flour, rice, Styrofoam packing material, kitty litter, etc. in the chute even if secured in a trash bag. This may burst open and the chute back draft will spew it on every floor, triggering a fire alarm. These items should be securely bagged and placed on the floor in the Service Area.
- E. Do not throw aerosol cans in the trash chute. Place aerosol cans visibly on the floor in the Service Area (not in bags) for pick up.
- F. Do not crush boxes to put down the rubbish chute. All chute items must fall freely or they may cause dangerous blockage. Place them on the floor in the Service Area.
- G. Call the Front Desk for pick up assistance if items are too large to fit in the chute, items are malodorous or prohibited, or there is congestion in the Service Area. There is a charge of \$75.00 to dispose of any large items.
- H. GTCA participates in a recycling program- Place only the following items in the recycling container; metal cans, plastic bottles or jugs, paper and flattened cardboard. Recyclables may be placed in the containers in the Service Area. Rinse all items and remove caps and rings. Please **do not** bag recycling items
- I. When in doubt about dealing with trash, call the Front Desk for instructions.

7. SERVICE PROVIDERS (See page 51 and Attachment B concerning rules for contractors)

- A. Residents are responsible for informing service providers of pertinent policies (e.g. parking, trash, key).

- B. Any service provider a Resident authorizes must log in at the Front Desk. Residents may authorize service providers to receive a key to enter their unit either through instructions posted on BuildingLink or provided to the Front Desk.
- C. Delivery agents and repair persons may require a Certificate of Insurance; check with the Management Office before scheduling. Refer to the Contractor Rules, page 51 and Attachment B, for more information.
- D. If the service elevator will be needed, the Resident is responsible for scheduling via the Management Office or BuildingLink. See Attachment D for guidelines concerning use of the service elevator.
- E. Refer to Parking Policy, page 30, for information regarding service provider parking.
- F. Residents are responsible for damage caused by their employees or agents.
- G. Delivery agents and repair persons shall not use valet and grocery carts.

8. PAYMENT OF MONTHLY ASSESSMENT

- A. The monthly Home Owners Assessment (HOA) fee, sometimes referenced as maintenance fees or dues, is due on the first of the month. There is a 10 day grace period.
- B. If the HOA is not paid by the 11th day of the month, there will be a 10% late fee added to the current month's charge. If the HOA is not paid in 90 days, a letter will be sent to the resident, a \$15 charge for this letter will be added, and a 6% interest fee will also be added to the account. See the Summary of Charges on page 59.
- C. Unit Owners may use the Debit Form found on page 58 to facilitate timely payments.

9. KEY POLICY

- A. Keys for each unit are kept in a computerized control security system.
- B. Instructions for entry into your unit by service providers or guests should be entered in [BuildingLink](#) (using the "My Front Desk Instructions" tab), or be provided to Management in writing.
- C. If your permission is on record, and after the authorized individual shows their identification, signs for the key, and has their photo taken, the Front Desk Concierge may access the key. The system will log who removed keys and when they were returned.
- D. If a Resident is locked out, they can request a key as long as they provide identification. If the Resident cannot provide identification, Security Personnel will escort the Resident to their unit so they can obtain appropriate identification.
- E. If the key is not returned within 24 hours, the system will notify Management, who will then advise the Resident that the key is still out.

F. If lost or stolen, replacement fees for keys, key fobs, and key link control devices can be found in the Summary of Charges.

10. INFRACTIONS WITHOUT SPECIFIC FINES

For infractions where no fines are specifically listed, any sanction shall be administered within the discretion of the Senior Property Manager or the Board, although no sanction may exceed the maximum listed fine or the daily maximum fine listed in the Condominium documents.

VII. RULES ENFORCEMENT POLICY AND PROCEDURE

1. GENERAL

- A. Paragraph 6.3 of the GTCA Code of Regulations provides the Board with the power to enforce rules as stipulated in the Unit Property Act and/or the Condominium Documents and to establish penalties for any infractions.
- B. This policy is to be used by the Board in all cases of alleged violations of the Condominium Documents, Resident Manual, and other rules promulgated by the Board.
- C. Unit Owners are responsible for fines incurred by Lessees. Both Unit Owners and Lessees are responsible for guests who violate rules.

2. REPORTING OF VIOLATION

- A. Violations must be documented using the Rule Violation Form (pages 23-24).
- B. If the violation is of a serious nature and endangers the health and safety of other Residents or poses an immediate risk to property, it must be immediately reported to the Management Office or, if Management is not present, the Front Desk Concierge. This notification must also be documented by completing the Rule Violation Form.
- C. The policy of GTCA and its agents is to maintain the confidentiality of the person reporting a violation. (See 5A and 5B)

3. NOTIFICATION OF VIOLATION

- A. There will be a warning notice for the first violation unless otherwise specified in this Resident Manual.
- B. If a violation requires immediate attention, remedial action may be taken prior to written notice.
- C. Response, Investigation, and Conclusion
 - 1. Residents may respond in writing to alleged violations within 10 days of notification. The Board or designated Committee may also choose to meet with the alleged violator to discuss accuracy of complaint and determine a course of action to remedy any violation.
 - 2. No more than 30 days after response is received, the Board or designated Committee shall review resident's response and conduct whatever degree of investigation the Board deems appropriate to reach a conclusion.
 - 3. Resident will be notified of the decision regarding the alleged violation. If the report was made by a named resident or employee, the person reporting the violation will also be notified of the outcome, while respecting any request for anonymity.

4. FAILURE TO REMEDY VIOLATION

- A. If the offending party and/or Unit Owner does not comply with the verbal warning or letter and continues thereafter to violate the GTCA Condominium Documents or Resident Manual or other rules, the Board or its authorized agent shall cause to be sent to the offending party and/or Unit Owner by certified mail a written notice of the violation and pending fine.
- B. If any fines imposed by the Board under this policy and procedure are not paid within thirty (30) days of the initial assessment or the violation continues, the matter may be referred by the Board to legal counsel for appropriate legal action. If the matter is referred to legal counsel, all reasonable attorney's fees, interest and costs incurred shall be assessed and collected against the offending party and/or Unit Owner.
- C. If at any time a Unit Owner or offending party fails to pay any sums due to the GTCA for any reason, then additional fees will be added to the balance owed as provided in the Summary of Charges on page 59.
- D. Unit Owners not in good standing cannot hold positions on the GTCA Board or committees, and may have restricted use of amenities. Owners with outstanding fines or fees are considered not in good standing.

5. REQUEST FOR CONFIDENTIALITY

- A. The person reporting a violation may request that their identity be kept confidential.
- B. The person reporting the violation may be asked to allow GTCA Management or the Board of Directors to divulge his or her identity when necessary to resolve the complaint.

VIII. GTCA RULE VIOLATION REPORT

Before the Board can act upon reported violations to Condominium Documents, Resident Manual, and other rules established by the Board, all violations must be documented in writing. This form must be completed and delivered to the Management Office before any action will be taken.

If the violation causes immediate risk to health and/or safety to residents or poses an immediate risk to property, this form can be filed after verbal notification.

The policy of GTCA and its agents is to maintain the confidentiality of the person reporting a violation. The person reporting the violation may be asked to allow GTCA Management or the Board of Directors to divulge his or her identity when necessary to resolve the complaint.

1. Name and Unit of offending party (if known):

2. Rule violated:

3. Location where the violation occurred:

4. Date and time violation occurred:

5. Is this a recurring violation? If so, how frequently does the violation occur?

6. Statement of what you observed:

7. Include additional pertinent information that may aid the Board in resolving the violation. Attach photos if available.

(Signature page follows)

By signing this complaint form, I hereby attest that the information is true to the best of my knowledge, and I understand that it may be necessary for me to be a witness at a Board hearing to resolve the complaint. .

Date of

Signature of Person Reporting Violation

Please Print Name

Return completed form to:
Gateway Towers Condominium Association Management Office

* * * * *
* * * * *

FOR MANAGEMENT USE

Signature and Date by Management Office Upon Receipt of Form:

Signature

Date

____ Notification of Unit Owner DATE: _____

Verbal Written

____ Notification of Lessee DATE: _____

Verbal Written

____ Referred to Board DATE: _____

IX. MAINTENANCE RESPONSIBILITIES

1. GENERAL

- A. Several sections of the Condominium Documents outline the items for which a Unit Owner is responsible. Some of these items are set forth in sections Article VII of the Cross Easement Agreement, Article III of the Articles of Incorporation, and most importantly, Article 15 of the Code of Regulations and Exhibit "A" of the Code of Regulations which summarizes the Article's intent in a graph form. This graph is found at the end of this section.
- B. Article III of the Articles of Incorporation states the Association (GTCA) shall have the powers to maintain, repair, replace and operate the Condominium Property, which shall include the irrevocable right to access each Unit from time to time during reasonable hours as may be necessary for such maintenance, repair or replacement of any Common Elements therein or accessible therefrom, or for the making of emergency repairs therein to prevent damage to the Common Elements or to another Unit or Units.

2. POLICY

- A. At the Unit Owner's request, Management will schedule maintenance personnel to perform minor maintenance in a unit provided that the work is within their ability and provided that the unit owner pays for all materials.
- B. The building maintenance staff will inspect the problem at no charge and will recommend possible corrective actions.
- C. If the work is within the ability of the maintenance staff, Management will provide a cost estimate for the work and schedule the work on a time and material basis at the Unit Owner's request. Unit Owners have the option of hiring an independent contractor to perform the needed maintenance and will be responsible for paying the contractor.
- D. There is no charge for the first half hour of labor time that the building staff spends performing minor maintenance in a unit during a month. Unit Owners that own separate units in the building are eligible for a half hour of labor time at no charge in each unit. Unit Owners with two or more units that have been combined into one living space are eligible to pool the half hour of labor that units receive at no charge each month. For example, three individual units combined into one living space would be eligible for one and one-half hours of minor maintenance at no charge in a given month.
- E. Charges for labor and materials will be invoiced separately. This amount will not be included in your monthly payment, and therefore must be paid separately.
- F. No work will be done in any unit until the owner signs the Release and Waiver of Liability form. This document is signed at closing and held in the Management Office.

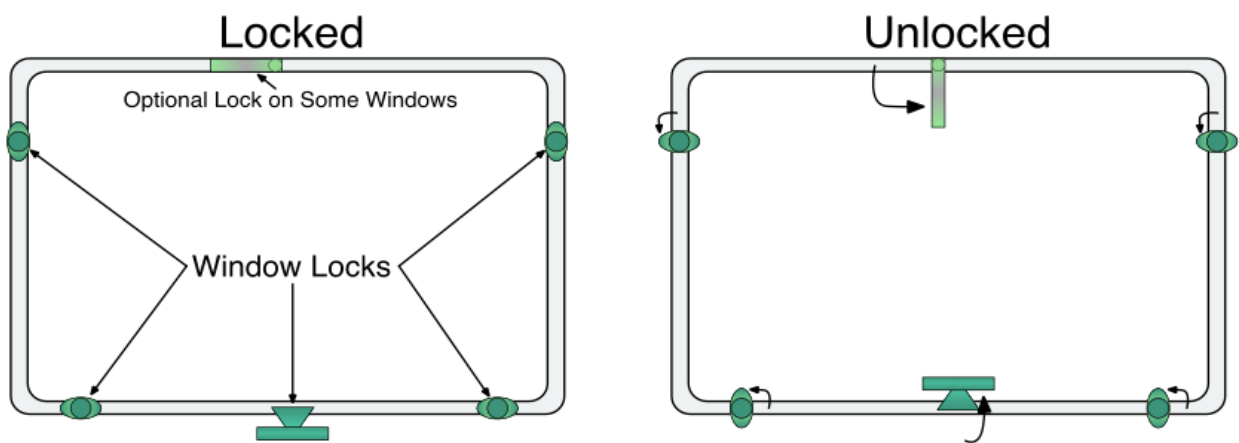
3. MAINTENANCE PROCEDURE FOR LEASED UNITS

- A. Maintenance in a leased unit is the responsibility of the Unit Owner.
- B. Maintenance requests from a Lessee should be directed to the Management Office with the Unit Owner's written permission.
- C. Work performed by maintenance staff in a leased unit will be invoiced to the Unit Owner.
- D. Emergency situations which endanger life or property should be reported immediately to the Management Office with a notice to the Unit Owner or their designated agent.

4. WINDOWS

Lock all windows securely when you close them or leave your unit. Your failure to secure the windows could create a serious safety hazard with substantial public liability consequences. Residents who are unsure how to operate windows should contact the Management Office to have staff demonstrate.

- A. It is the Resident's responsibility to check the following after windows have been opened then reclosed:
 - i. All locks are properly engaged in catches.
 - ii. Handles are fully locked and latched down.
 - iii. No gasket has pulled off frame.
- B. Lock shut all windows when you plan to be away from your unit or when high winds are predicted. If necessary building personnel will enter the unit to close and lock windows. The Unit Owner will be billed for this safety service according to the Summary of Charges.
- C. Window lock handles must be parallel with the window frame to be locked and must be tightened to the full lock position. A special tool to facilitate locking is available from the Management Office at a nominal charge.



5. HEATING AND AIR CONDITIONING

- A. Fan coil units provide heating and cooling depending upon the season and weather conditions.
- B. Maintenance of the fan coil is a Unit Owner responsibility. Fan coil unit filters are changed by maintenance staff or a contract service provider, and the cost is included in the monthly maintenance fee. Materials other than filters that are replaced are billed back to the Unit Owner.
- C. Make periodic checks to see that your HVAC units are not leaking. Any leakage should be immediately reported to the Management Office.

6. GUIDELINES FOR WATER DAMAGE

- A. In the event of water damage within or between one or more units due to a failure of plumbing or related systems providing service only to one unit:
 - i. The owner of the unit where the source of damage originated must fix the plumbing and any related systems that were the source of the damage.
 - ii. The owner of the damaged unit should consider three options for repair of the damage:
 - (1) contacting his/her insurance company to determine if the insurance company will reimburse the owner for repairs;
 - (2) paying for the repairs to his/her unit without seeking reimbursement from his/her insurance company;
 - (3) making an independent determination in terms of seeking compensation for damage.
- B. The Gateway Tower Condominium Association is responsible for repairing water damage caused to a unit from plumbing or related systems providing service to more than one unit. The association is also responsible for damages caused by failures on the exterior façade of the building, including leak-related damages caused by caulking, precast panels, and metal panels.

GENERAL MAINTENANCE RESPONSIBILITIES OF GTCA AND UNIT OWNERS

Item	Common Elements for Which Association has Responsibility	Certain Other Elements Under Unit Owner's Responsibility without respect to Ownership
Grounds, including all landscape and paved areas and other improvements thereon lying outside the main walls of the Building.	All, in all respects.	—
Condominium Portion of the Building, exterior roof, load-bearing walls and foundations.	All, in all respects, with certain exceptions expressed elsewhere herein regarding routine cleaning.	In all regards except routine cleaning.
Door to main entry to each Unit, and decorations thereon approved by Council.	—	All, in all respects. Replacements to be of same color, grade and style and subject to the approval of the Council.
Screens and windows.	—	All, in all respects. Replacements to be of same color, grade and style and subject to the approval of the Council.
Plumbing and related systems and components thereof.	All maintenance, repair and replacement of portions of plumbing providing service to more than one Unit. Water damage to Common Elements of Units other than a Unit which is the primary source of the problem through negligence of the occupants of such Unit.	All portions, including fixtures and appliances attached thereto, providing service only to the Owner's Unit. Water damage to a Unit, when the primary source of such problem is through negligence of the occupants of that Unit. ²

² Refer to Section 6 Guidelines for Water Damage to a single unit due to a failure of plumbing that is not a Common Element.

Item	Common Elements for Which Association has Responsibility	Certain Other Elements Under Unit Owner's Responsibility without respect to Ownership
All conduits, ducts, plumbing, wiring and other facilities for furnishing Utility Services, contained in the Common Elements or providing service to two or more Units, excluding appliances, fixtures and lights serving only one Unit.	All, in all respects	—
Appliances, lights, fixtures and furnishings serving only one unit	—	All, in all respects
Heating and cooling systems and components thereof which serve only one unit	—	Repairs and replacements, including filters, at Unit Owner's expense. (Historically the cost of filters has been included in the monthly maintenance fee.)
Portion of a Unit, except finished interior surfaces, contributing to the support of the Building, including but not limited to load-bearing columns and load-bearing walls.	All, in all respects	—

X. PARKING POLICY

1. This policy addresses the parking in Gateway Towers semi-circular driveway, known as the Governor's Circle, and parking pads. The policy was adopted to assure access and safety of emergency vehicles, relieve congestion and improve the building's aesthetics.
2. Parking in these areas, except as described in #4 below, is strictly limited to 60 minutes. Only automobiles, motorcycles, and motor scooters may be parked in the parking area. The purpose of this area is to provide owners and guests the ability to pick up and drop off people, groceries, etc. The Front Door Concierge may need to hold your keys while you park in these areas. It is not meant to be a long term parking area.
3. Commercial trucks are not permitted in these areas. Exceptions to this rule will be made for FedEx, UPS, daily newspaper and deliveries such as flowers and food.
4. Parking for Residents' service providers is available on a limited basis on the four parking pads for a maximum of two hours. If you wish to reserve a space for your service provider, please call Management at 412-471-3400 prior to the day of use. If you have reserved a parking pad, your service provider will have priority. Same day parking is available on a "first come, first served" basis. This allows residents to have parking available for short term service providers such as cable service, plumbers, electricians, etc. It is not to be utilized for long term contractors doing unit renovations.
5. Service provider trucks not accommodated on the parking pads and not able to fit in the garage must make alternative arrangements.
6. Contractors working on individual units must make their own parking arrangements.
7. Contractors providing services for GTCA may be permitted to park in these areas.
8. Gateway Towers Executive Office Condominium commercial owners and their clients also use the Governor's Circle and parking pads. They are also bound by this policy.
9. Any motorized vehicle that cannot operate on its own power may not remain in the Governor's Circle or parking pads for more than forty-eight hours, and no vehicles may be repaired in these areas.
10. Violations are addressed as follows:
 - A. 1st time: Written warning
 - B. 2nd time: Fine (see Summary of Charges, page 59)
 - C. 3rd and subsequent violations: Vehicle to be towed.
 - D. An offense shall be expunged from the record once three years have passed without any additional offenses.

XI. PET POLICY

1. GENERAL

- A. No pets or animals shall be kept or maintained on or about the property except small dogs, cats, fish, and small birds as herein provided.
- B. No more than two small dogs, two cats, or one small dog and one cat for a total of two pets are permitted per Resident.
- C. Any pet shall be sufficiently small so that it can be carried in one arm. Generally, the pet shall not weigh more than thirty pounds.
- D. Pets are not allowed in GTCA Common Areas at any time except in transit. At no time should pets be present in the Main Lobby and C Level amenity areas, even when held.
- E. This Pet Policy does not pertain to service and assistance animals. See pages 37-39 for rules concerning service animals.

2. PETS RESIDING ON PROPERTY ON EFFECTIVE DATE OF RESIDENT MANUAL

- A. Unit Owners may keep the dogs and cats they have on the Condominium Property at the time this Resident Manual becomes effective if a Pet Permission Agreement has been completed.

3. PETS COMING ONTO THE PROPERTY AFTER THE FILING OF THE DECLARATION OF CONDOMINIUM AND EFFECTIVE DATE OF RESIDENT MANUAL

- A. Pets brought onto Condominium Property at the time of its owner's acquisition of title to a Unit must meet the requirements of this Pet Policy.

4. RENTAL UNITS

- A. Persons renting units may keep dogs and cats they have at the time this Resident Manual becomes effective if a Pet Permission Agreement has been completed.

5. VISITING PETS

- A. Visiting pets are only allowed in the building for fourteen (14) days at a time.
- B. All visiting pets must be made aware to management and a Pet Permission Agreement must be filled out and given to management.

6. PET PERMISSION AGREEMENT

- A. Pet owners must sign a Pet Permission Agreement for each dog and cat.
- B. Resident shall provide proof of: (1) city licensing for dogs, and (2) rabies vaccination for each dog and cat. This information must be submitted to the Management Office at the same time as the yearly fee.

7. PET ACTIVITY

- A. Pets are not allowed in GTCA Common Areas at any time except in transit. Pets are to enter and exit the building on the Plaza side or Commercial Hallway and be taken directly to the service elevator. Pets are not allowed in the Main Lobby at any time even when held. In the event the service elevator is in Special Service use, the pet may be transported in the residential elevator. In such situations, please ask the person(s) in the elevator for permission to enter, and, if able, please carry your pet.
- B. Pets are to be controlled and kept on a short leash no longer than 6 feet in length or transported by carrier while on GTCA property.
- C. Pets must not be curbed near the building, walkways, shrubbery, gardens, or other public places. The designated Pet Park should be used for curbing pets on GTCA property. The pet owner shall pick up the waste of the pet in the Pet Park. If the pet owner fails to clean up, a clean-up charge shall be assessed in accordance with the Summary of Charges (page 59).

8. FEES

- A. Dog and cat owners must sign the Pet Permission Agreement and provide an initial signing fee as listed in the Summary of Charges, page 59.
- B. When a partial year is less than 3 months, no initial signing charges will be assessed.
- C. The yearly fees invoiced in January of each year are listed in the Summary of Charges.

9. VIOLATIONS OF PET POLICY

- A. If the pet becomes vicious, uncontrollable, or is otherwise a nuisance, or upon the failure of a pet owner to comply with this subsection or any rules and regulations of GTCA pertaining to pets, the Pet Permission Agreement becomes null and void and the pet must be removed from the property.

- B. Removal must occur within two weeks of the receipt of written notice of the termination of the Pet Permission Agreement from the GTCA Board.
- C. The pet owner may appeal the decision to the GTCA Board.
- D. Pet owner shall reimburse GTCA for any legal expenses incurred by GTCA to enforce the provisions of the Pet Permission Agreement.

10. FINES

- A. Each pet owner shall assume full responsibility for any damage to persons or property caused by any pet.
- B. In the event the pet shall defecate, urinate, or vomit on the property, it shall be the pet owner's responsibility to clean up after the pet. If the pet owner fails to clean up, a clean-up charge shall be assessed in accordance with the Summary of Charges, page 59.
- C. Fines:
 - i. 1st Offense – warning letter.
 - ii. 2nd offense - see Summary of Charges, page 59.
 - iii. 3rd offense – see Summary of Charges; Unit Owner and Lessee, if applicable, must appear before GTCA Board.
 - iv. 4th offense – termination of the Pet Permission Agreement.
 - v. An offense shall be expunged from the record once three years have passed without any additional offenses.
- D. If the Unit Owner does not pay a fine within 60 days, the Pet Permission Agreement shall be revoked and the matter may be referred to legal counsel for appropriate legal action.
- E. If a Lessee fails to pay a fine within 60 days, the Pet Permission Agreement shall be revoked and the Unit Owner shall be responsible for all of the Lessee's fines.

XII. PET PERMISSION AGREEMENT

Conditional License to Maintain a Dog or Cat In Unit

GATEWAY TOWERS CONDOMINIUM

A separate agreement is needed for each dog or cat. This agreement pertains to the following pet:

Pet Owner's Name: _____ Unit # _____

Description of pet:

Breed _____ Sex _____

Color _____

Weight _____ Age: _____

Pet's Name _____

It is hereby agreed by and between Gateway Towers Condominium Association, Inc. and the undersigned Unit Owner that the Board of Directors (the "Board") of Gateway Towers Condominium Association ("GTCA") grants this Conditional License to Unit Owner to have pets in the Unit under the following agreed terms and conditions:

1. GENERAL

- 1.1. All pets must be approved by the Board or its agent prior to a pet entering the condominium.
- 1.2. Pets allowed in the building are limited to any domestic fish, cat, or dog weighing less than thirty (30) pounds. Certain breed restrictions for dogs also apply, and are below:

“Other than Service Animals under the ADA and Assistance Animals under the FHA and Section 504, no dog that is fifty percent (50%) or more of the following breeds shall be a permissible pet or shall be permitted to be present on Condominium property: Pitt Bull Terriers, Staffordshire Terriers, Rottweilers, German Shepherds, Presa Canaries, Chow Chows, Doberman Pinschers, Akitas, Wolf-Dog hybrids, Mastiffs, Cane Corsos, Great Danes, Alaskan Malamutes, and Siberian Huskies and such other breeds that may be added to this list, from time to time, by and at the discretion of the Board.”

- 1.3. Residents may not maintain more than two (2) pets in their Unit at any time and are only permitted to have one (1) Visiting Pet at a time, except an unlimited number of fish may be kept or maintained.
- 1.4. Visting Pets are only allowed in the building for fourteen (14) days at a time.

1.5. This Pet Policy does not pertain service or assistance animals.

2. PET ACTIVITY

2.1. Pets are not allowed in GTCA Common Areas at any time except in transit. At no time should pets be present in the Main Lobby and C Level amenity areas, even when held.

2.2. Pets are to be controlled and kept on a short leash no longer than 6 feet in length or transported by carrier while on GTCA property.

2.3. Pets must not be curbed near the building, walkways, shrubbery, gardens, or other public places. The designated Pet Park should be used for curbing pets on GTCA property. The pet owner shall pick up the waste of the pet in the Pet Park.

2.4. The service elevator shall be used for transporting pets when not in Special Service use.

2.5. In the event the service elevator is in Special Service use, the pet may be transported in the residential elevator. In such situations, please ask the person(s) in the elevator for permission to enter, and if able, please carry your pet.

3. FEES

3.1. Dog or cat owners shall pay an initial signing fee of \$70 per pet when executing this Pet Permission Agreement.

3.2. When a partial year is less than 3 months, no initial signing charges will be assessed.

3.3. The yearly fees invoiced in January of each year are found in the Summary of Charges in the Resident Manual.

4. INSURANCE, LICENSING, AND VACCINATION

4.1. All residents that keep or maintain one or more pets in the building for any length of time will have to sign a Pet Permission Agreement for each pet except for fish.

4.2. Unit Owner or Lessee shall provide proof of: (1) city licensing for dogs, and (2) rabies vaccination for each dog and cat. This information must be submitted to the Management Office at the same time as the yearly fee.

5. VIOLATIONS OF PET POLICY

5.1. If the pet becomes vicious, uncontrollable, is annoying other Residents, is otherwise a nuisance, or upon the failure of a pet owner to comply with this subsection or any rules and regulations of GTCA pertaining to pets, the Pet Permission Agreement becomes null and void and the pet must be removed from the property.

5.2. Removal must occur within two weeks of the receipt of written notice of the termination of the Pet Permission Agreement from GTCA Board.

5.3. The pet owner may appeal the decision to the GTCA Board. Pet owner shall reimburse GTCA for any legal expenses incurred by GTCA to enforce the provisions of the Pet Permission Agreement.

6. FINES

- 6.1. Residents who bring pets (including visiting pets) in the building are liable for any loss, damage, or personal injury to any resident, guest, contractor, staff, or employee caused by their pet, as well as any property damage and fines imposed.
- 6.2. In the event the pet shall defecate, urinate, or vomit on the property, it shall be the pet owner's responsibility to clean up after the pet. If the pet owner fails to clean up, the fee listed in the Summary of Charges shall be assessed.
- 6.3. Fines:
 - 6.3.1. 1st Offense – warning letter
 - 6.3.2. 2nd Offense - see Summary of Charges.
 - 6.3.3. 3rd Offense – see Summary of Charges; Unit Owner and Lessee, if applicable, must appear before GTCA Board.
 - 6.3.4. 4th Offense – termination of the Pet Permission Agreement.
 - 6.3.5. An offense shall be expunged from the record once three years have passed without any additional offenses.
- 6.4. If the Unit Owner does not pay a fine within 60 days, the Pet Permission Agreement shall be revoked and the matter may be referred to legal counsel for appropriate legal action.
- 7. This Conditional Agreement is not transferable to any successor, assignee, or lessee.
- 8. Unit Owner shall reimburse Gateway Towers Condominium Association, Inc. for any legal expenses incurred by Gateway Towers Condominium Association, Inc. or the Board to enforce the provisions of the Conditional License.
- 9. Unit Owner agree that the animal subject to this agreement shall not exceed the weight requirements stated above when it reaches physical maturity, and that the animal shall be removed from the premises if those requirements are violated.

Unit Owner hereby acknowledges having read and agrees to abide by the Declaration of Condominium, the Code of Regulations, the Articles of Incorporation, Inc., and all Rules and Regulations of Gateway Towers Condominium Association, Inc.

Council of Gateway Towers Condominium

Unit Owner

Date

XIII. POLICY FOR SERVICE AND ASSISTANCE ANIMALS

Gateway Towers Condominium Association, Inc. (GTCA) complies with Federal, State, and local regulations regarding animals providing physical or emotional service to people with disabilities. It is the responsibility of the owner of the service or assistance animal to register it with GTCA.

1. DEFINITIONS

- A. "Service animals" are dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, retrieving prescribed medications, and calming a person with Post-Traumatic Stress Disorder during an anxiety attack. (Final Regulations of the Department of Justice implementing the American with Disabilities Act ("ADA") for Title II and Title III (Sept. 15, 2010)).
- B. "Assistance animals" are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. (Office of Fair Housing and Equal Opportunity ("FHEO") Notice No. FHEO-2013-01 (Apr. 25, 2013)).

2. QUALIFICATION FOR SERVICE ANIMALS

- A. Where it is not readily apparent that an animal is trained to do work or perform tasks for an individual with a disability:
 - i. The governing council of GTCA (the "Board"), through its representative, may ask if the service animal is required because of a disability. (FHEO Notice No. FHEO-2013-01 (Apr. 25, 2013)).
 - ii. The Board, through its representative, may ask what work or tasks the animal has been trained to perform. (FHEO Notice No. FHEO-2013-01 (Apr. 25, 2013)).

3. QUALIFICATION FOR ASSISTANCE ANIMALS

- A. After receiving a request for an assistance animal, the Board, through its representative, will consider (1) whether the individual making such request has a disability and (2) whether such individual has a disability-related need for an assistance animal. (FHEO Notice No. FHEO-2013-01 (Apr. 25, 2013)).
- B. Requests for Documentation
 - i. The Board, through its representative, may ask individuals requesting an assistance animal to submit documentation under the following circumstances:

- (1) If an individual's disabilities are not readily apparent or known, the individual may be asked to submit reliable documentation of a disability and their disability-related need for an assistance animal. (FHEO Notice No. FHEO-2013-01 (Apr. 25, 2013)).
 - (2) If the disability is readily apparent or known but the disability-related need for the assistance animal is not, the individual may be asked to provide documentation of the disability-related need for an assistance animal. (FHEO Notice No. FHEO-2013-01 (Apr. 25, 2013)).
- ii. The Board, through its representative, may ask persons who are seeking a reasonable accommodation for an assistance animal that provides emotional support to provide documentation on an annual basis from a physician, psychiatrist, social worker, or other mental health professional that the animal provides emotional support that alleviates one or more of the identified symptoms or effects of an existing disability. When the documentation reflects that the emotional support animal is required for a period of less than one year, the representative may ask at the end of that period for additional documentation showing the continued need for an animal providing emotional support.
 - iii. Such documentation is sufficient if it establishes that an individual has a disability and that the animal in question will provide some type of disability-related assistance or emotional support.

4. DISCLOSURE

- A. Neither the Council nor its representatives shall disclose to others that a person has a disability or a need for a service or assistance animal. It may be disclosed that the service or assistance animal is permitted in the building under the rules and regulations of GTCA.

5. CIRCUMSTANCES WHEN A SERVICE OR ASSISTANCE ANIMAL MAY BE DENIED ACCESS

- A. A service or assistance animal may be denied access to the Gateway Towers Condominium and its adjacent property when:
 - i. The animal is out of control and its handler does not take effective action to control it;
 - ii. The animal is not housebroken (i.e., trained so that, absent illness or accident, the animal controls its waste elimination);
 - iii. The animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices and procedures; or

- iv. With respect to assistance animals only, the animal would cause substantial physical damage to the property of others that cannot be reduced by another reasonable accommodation. (FHEO Notice No. FHEO-2013-01 (Apr. 25, 2013)).
 - B. A determination that a service or assistance animal poses a direct threat must be based on an individualized assessment of the specific service or assistance animal's actual conduct. (FHEO Notice No. FHEO-2013-01 (Apr. 25, 2013)).
- 6. LICENSING AND VACCINATIONS
 - A. Owners of service and assistance animals shall provide proof of: (1) City of Pittsburgh licensing for dogs and (2) rabies vaccination for each dog and cat.
- 7. LIABILITY
 - A. The owner of a service or assistance animal is liable for any loss, damage, or personal injury to any resident, guest, contractor, staff, or employee in Gateway Towers, or any damage to Gateway Towers or its contents, caused by the animal.
- 8. VISITING SERVICE OR ASSISTANCE ANIMALS
 - A. Residents should notify the Front Desk Concierge if they are expecting a visitor who requires the use of a service or assistance animal.

XIV. LEVEL C COMMON AREAS RECREATION RULES AND REGULATIONS

GENERAL

The Level C Common Areas of Gateway Towers Condominium are for the exclusive use of the residents in good standing and their guests.

1. FACILITIES

Social Room, Billiard Room, Lounge, Fitness Room and Saunas, and Bicycle Storage Rooms

2. HOURS

A. The Billiard Room, Lounge, Fitness Room and Saunas, and Bicycle Storage Rooms are available 24 hours a day.

B. The Social Room is available from 8:00 AM to midnight.

3. USE BY RESIDENTS AND GUESTS

A. Residents and Guests may use the Level C Common Areas while the guest is accompanied by the Resident.

B. Children under the age of 14 are not permitted without the presence of the Resident with whom they are living or visiting.

4. CONDUCT

A. Specific rules for each of the facilities may be posted prominently in those areas. Residents and their guests are expected to abide by them.

B. Residents will be held responsible for the conduct of their guests. If Residents abuse the facilities, or permit their guests to abuse them, or repeatedly violate the rule and regulations, the Board of Directors shall have the right to withdraw permission to use the facilities.

5. DAMAGES

A. Unit Owners are liable for any damages caused by themselves, Lessees or their guests.

B. The cost of normal repair and maintenance is part of the general building maintenance.

C. If you notice any damages, report them to Management immediately to avoid risk of injury to other people.

D. If an accident occurs that requires immediate attention, notify the Management Office, or the Front Desk if after hours.

FITNESS ROOM

1. SAFETY

- A. There are 4 panic buttons located in the fitness area. A panic button is located in each sauna and both portions of the exercise room.
- B. A phone for emergency use only provides a direct line to the Front Desk and is located in the exercise area outside the Locker Rooms.
- C. If an accident occurs that requires immediate attention, notify the Management Office or Front Desk.
- D. If you notice any damage or a machine not working, immediately report it to the Management Office, or Front Desk if after hours, to avoid risk of injury to other people.
- E. Do not use exercise equipment or the Sauna if you are ill, have been drinking alcoholic beverages, taking drugs or other medication that can cause drowsiness or otherwise limit your ability. It is recommended that you do not use the facilities when you are tired.

2. LIABILITY

- A. The use of exercise equipment is solely at your own risk. Familiarize yourself with the equipment and its operation before using. The Sauna and some of the physical fitness equipment have risk involved in their usage. Use of the Sauna for more than 10 minutes can be dangerous.
- B. Personal exercise equipment is not permitted in the Fitness Room

3. CONDUCT AND DRESS

- A. Persons using the Fitness Room should be dressed appropriately at all times.
- B. When using the Sauna, bathing suits must be worn.

4. CLEANLINESS

- A. Persons using the Fitness Room are required to leave the facilities in a clean and sanitary condition.
- B. Wipe off equipment after each use. Cleanser and paper towels are provided.
- C. Turn off televisions and fans when not in use.
- D. No food or breakable items shall be taken into the fitness area.

SOCIAL ROOM

1. GENERAL

- A. The Social Room is equipped with a large screen TV and projection equipment, full kitchen, a bar area, tables and chairs. A separate key is needed for access to the media control room.
- B. The Social Room is available for use from 8:00 AM to midnight.
- C. To reserve the Social Room place a reservation request through BuildingLink – Amenities, or request assistance from the Front Desk to place a reservation. All reservations must also be accompanied by a C Level Common Areas Reserved Use Agreement on page 43. Last minute reservations must follow the procedures stated in this paragraph by making a reservation through BuildingLink after checking with the Front Desk about availability, and by completing the agreement form.
- D. When scheduling the Social Room include the time needed for set-up and clean-up of the room.
- E. The Social Room shall not be reserved for commercial purposes.
- F. Gateway Towers' staff are available to assist in setting up and operating the large screen TV and projection equipment.

2. CLEAN-UP

- A. Residents using the Social Room are required to leave it in a clean and sanitary condition. Failure to observe this rule will subject the persons using the room to a charge for the time required for the staff to clean up. The major cleaning will be performed after midnight. Resident assistance in maintaining clean conditions will be appreciated.
- B. If an accident occurs that requires immediate attention, notify the Management Office, or Front Desk if after hours. A phone for emergency use only provides a direct line to the Front Desk and is located in the exercise area outside the Locker Rooms.

XV. LEVEL C COMMON AREAS RESERVED USE AGREEMENT

Gateway Towers Condominium Association, Inc. (GTCA) agrees that the **Resident** (owner or lessee)

Name _____ **Unit Number** _____

may reserve the use of the following Common Area(s):

Social Room Lounge Billiard Room

on **(date)** _____ from _____ AM/PM until _____ AM/PM

General Rules

1. Common Areas can only be rented by residents in good financial standing with GTCA.
2. Management of GTCA has *up to 2 business days* to approve a request.
3. Requests may be made no more than 90 days prior to the date of intended use.
4. The Social Room is available from 8:00 AM until midnight.
5. By law, adherence to the following maximum occupancy limits is required:
Social Room (50); Lounge (30); Billiard Room (20)
6. Use of Common Areas will not be permitted to organizations that discriminate on the basis of race, gender, religion, sexual orientation, or national origin.
7. Deliveries by vendors and caterers must be made via the service elevator in accordance with the Service Elevator Guidelines (Resident Manual Attachment D)
8. Caterers must provide a certificate of insurance prior to the event.
9. GTCA will be responsible for routine vacuuming, cleaning, and garbage removal. During this time, GTCA will also assess room for damage.
10. Use of the restrooms in the Fitness Room is permitted.
11. Smoking and pets are not allowed.

Responsibilities of the Resident

1. Resident must be present at the event.
2. Resident is responsible for the behavior of all attendees.
3. Resident agrees to be responsible for all damages.
4. Cost of repairs will be billed directly to the Lessee or to the account of the Unit Owner. If Lessee does not pay, the Lessee's Unit Owner's account will be charged.
5. Resident must return Common Areas to condition found prior to use (i.e. empty fridge, load & run dishwasher, remove all food and personal items, turn off oven and lights, etc.).
6. Resident and their guests must respect other Residents using adjoining Common Areas.
7. Resident must provide Front Desk with a *non-resident guest* list. *Non-resident guests* who arrive and are not on the list will not be admitted until the Resident approves their admittance with Front Desk Concierge.
8. GTCA shall have the right to immediately terminate the Resident's use of Common Areas and prohibit the Resident from again using Common Areas for rule violations.

I would like a GTCA staff member to assist with set up and operation of the TV and audio visual equipment.

With my signature below, I agree to the above-mentioned General Rules and Responsibilities of the Resident.

Signature of Resident _____ **Date** _____

Please sign and return this agreement to the Management Office; a copy will be provided to the renter if requested.

XVI. BIKE ROOM REGULATIONS

1. Unit Owners and Lessees (“Licensees”) may lease up to two spaces per unit.
2. Bicycle spaces shall be assigned on a first come, first served basis. Contact the Management Office to reserve a space. Only bicycles registered with Gateway Towers can be stored in the Bike Room.
3. The fee for storing a bicycle in the Bike Room for one year is listed in the Summary of Charges. Licensees will be billed in January of each year. Storage for part of a year will be prorated.
4. A Licensee must sign the Bike Room agreement provided by GTCA in order to lease a space.
5. A bicycle rack number will be assigned upon executing the Bike Room agreement and paying the applicable fee.
6. Licensee’s bicycle must be placed on the rack at the place assigned.
7. All bicycles and accessories placed in the Bike Room shall be placed there at Licensee’s sole risk. GTCA shall not be liable for loss, theft or damage to bicycles or accessories.
8. Only bicycles and accessories may be stored in the Bike Room. Motorized scooters and flammable materials shall not be stored in the Bike Room.
9. Any bicycles and accessories abandoned in the Bike Room or on condominium property shall be disposed of by GTCA. Failure to pay the annual fee shall constitute an abandonment of a bicycle. GTCA shall provide written notice 14 days prior to disposition of an abandoned bicycle or other property. The Licensee will be deemed to have abandoned the property if he or she moves from the Gateway Towers Condominium without providing a forwarding address to the Management of GTCA.

XVII. AGREEMENT, RELEASE, AND WAIVER FOR USE OF BIKE ROOM

Gateway Towers Condominium Association (GTCA) grants to the undersigned (“Licensee”) a license to use an assigned space (the “Licensed Space”) for parking and storing a bicycle in one of the Bike Rooms on the C-Level of the condominium property under the following terms and conditions:

1. DESCRIPTION OF LICENSE

- 1.1. Licensee agrees to pay a fee per bike as noted in the Summary of Charges, page 59, to use the bike room for the period of one year. Storage for part of a year will be prorated.
- 1.2. This License is nonexclusive, non-assignable, and revocable pursuant to the terms hereof. This is not intended to be a bailment, nor shall a bailment be created hereby.
- 1.3. Upon approval of GTCA, this license may be extended in January of each year by payment of the fee specified in Paragraph 1.1. GTCA retains the right to raise or lower the bike fee specified in Paragraph 1.1. after the lease term has ended.
- 1.4. The undersigned may not sublicense the Licensed Space to any other person or entity, and any attempt to do so shall render this License null and void.
- 1.5. This License may be exercised only for storing a bicycle, and any attempt to exercise this License for any other purpose shall render this License immediately null and void.
- 1.6. This License is revocable by GTCA at any date without prior notice in the event of any breach of this Agreement.
- 1.7. In no event shall GTCA be liable to a Licensee for any amount in the event of revocation or voiding of this License due to violations of this agreement by Licensee.
- 1.8. In the event that GTCA decides to no longer provide storage space for bicycles, Licensee shall be refunded a prorated portion of the annual fee based on the portion of the year the bicycle was stored in the Bike Room.

2. RULES GOVERNING THE LICENSED SPACE

- 2.1. All bicycles and accessories placed in the Bike Room shall be placed there at Licensee’s sole risk.
- 2.2. GTCA is not responsible for any damage or theft that may occur to Licensee’s bicycle and accessories while located in the Licensed Space.
- 2.3. Licensee may not store any motorized scooters in the Bike Room.
- 2.4. Licensee shall not permit flammable, toxic or otherwise hazardous materials to be transported through, used, or stored in the Bike Room.

- 2.5. A bicycle rack number will be assigned upon executing this agreement and paying the applicable fee. Licensee's bicycle must be placed on the rack at the place assigned.
- 2.6. Any bicycles and accessories abandoned in the Bike Room or on condominium property shall be disposed of by GTCA. Licensee agrees that any bicycle or other personal property left in the Bike Room without payment of the yearly fee specified in Paragraph 1.1 shall be deemed to be abandoned. GTCA may dispose of abandoned bicycles and accessories at its discretion (which may be by sale with proceeds to GTCA) and without any liability to Licensee.
- 2.7. GTCA shall send written notice to any Licensee who fails to pay the yearly fee so that the Licensee is provided notice to retrieve his or her bicycle and accessories in the bike room. The written notice will indicate that the bicycle and any accessories appear to be abandoned and that the Licensee's bicycle and accessories will be considered abandoned and may be disposed of by GTCA 14 days from the date of the notice. The licensee will be deemed to have abandoned the property if he or she moves from the Gateway Towers Condominium without providing a forwarding address to the management of GTCA.

3. RELEASE AND WAIVER OF LIABILITY

- 3.1. GTCA shall not be liable for, and Licensee waives, all claims for loss, theft or damage to Licensee's property or the property of any person claiming by, through or under License.

4. MISCELLANEOUS TERMS

- 4.1. This Agreement shall constitute the entire agreement of the parties, and shall supersede any other agreements that may exist between the parties as of the date hereof. This Agreement may not be amended or modified except by a writing duly executed by the parties hereto. Any past, present or future promises or representations not contained in this Agreement or in a duly executed written amendment thereto are and will be null and void and may not now or in the future be relied upon by any party.
- 4.2. This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

I understand and agree to the above Agreement, Release and Waiver for the Gateway Towers Condominium Bike Room.

Signature

Date

Unit Number

Bicycle(s) Make, Model, Color and serial number

XVIII. COMMITTEES

The Board is authorized to designate committees. The Board may also appoint temporary task forces in order to complete a specific task or study a specific issue.

1. COMMITTEE MISSIONS

- A. Each Gateway Towers Condominium Association (GTCA) committee shall serve the Board of Directors within the scope prescribed in its mission as approved by the Board. Any deviation from this mission shall only occur with Board approval and declared in an addendum to that committee's charter.
- B. GTCA committees act in an advisory capacity to the Board.
- C. The Board reserves the right to amend and/or dissolve a committee.

2. COMMITTEE MEMBERSHIP

- A. Committee chairpersons shall be appointed by the Board.
- B. Unit Owners (and in certain cases per committee charter, also Lessees) may volunteer to serve on committees and task forces by submitting the form on page 49 to the relevant Committee Chairs whose names and e-mail addresses are listed on BuildingLink and are available at the Management Office.
- C. Committee members shall be recommended to the Board by the appointed committee chairperson for Board approval.
- D. Members of committees shall be deemed to be in good standing as determined by the Board.
- E. Members should have every intention of serving for at least one term.
- F. Unless specified in a Committee's charter, committee membership is open to Unit Owners and Lessees.
- G. At least one Board member shall serve on each committee in an active capacity. Exception: No current Board member who intends to run during the next Board election shall be a member of the Election Committee.
- H. All committees shall have at least three Unit Owners as members.

3. COMMITTEE CHAIRPERSON RESPONSIBILITIES AND DUTIES

- A. A committee chairperson sets agendas, conducts meetings, ensures minutes are kept and approved, and reports activities/actions to the Board on regular frequency as indicated in each committee charter.

4. COMMITTEES' ANNUAL GOALS

- A. After the first meeting, each committee chairperson shall submit to the Board the committee's annual goals for its term; the Board may elect to approve and/or modify those goals.

B. Before the end of the term (in October), each committee chairperson shall submit a report of the committee's progress in reaching its goals, along with recommended goals for the upcoming term. The new Board may elect to approve and/or modify the goals.

5. TASK FORCE

A. The Board may elect to create a specific purpose Task Force with a defined charter, at which point the above requirements shall apply.

6. COORDINATION BETWEEN COMMITTEES

A. The Board will facilitate the coordination and assignment of related activities among committees when a particular matter involves joint input.

7. GTCA COMMITTEES AND TASK FORCES

- A. Finance Committee
- B. Election Committee
- C. Infrastructure Committee
- D. Resident Experience Committee
- E. Social Committee
- F. Landscaping Committee
- G. Technology Task Force
- H. Design Coordination Committee

GTCA COMMITTEE PARTICIPATION FORM

Name of Committee: _____

Thank you for your interest in volunteering for this committee. Complete and submit this form to the Committee Chairperson. Please review the Committee Charter prior to submitting this form.

Date Submitted:

Name and Unit #:

Preferred Phone and email Address:

How long have you lived at the Gateway Towers?

Are you a Unit Owner?

Are you aware of circumstances that would prevent you from maintaining your residency or ownership in the building or serving on committees for a full term?

Are you currently serving on or applying to serve on other committees? Please list these other committees:

List your relevant skill-sets and/or attach your resume:

Additional comments and ideas:

XIX. INSURANCE AND LEGAL RESPONSIBILITY

1. Gateway Towers Condominium Association, Inc. (GTCA) maintains a comprehensive policy for general fire insurance and extended coverage limits for the Gateway Towers Condominium (Gateway Towers) building structure and the common elements. It also provides general public liability coverage to protect GTCA against claims for injury.
2. GTCA encourages unit owners and tenants to maintain a homeowners' insurance policy or renters' insurance policy, as applicable, to insure against loss or damage to fixtures and interior partitions not included within the Gateway Towers common elements, personal property used or incidental to the occupancy of the unit, additional living expense, plate glass damage, vandalism or malicious mischief, theft, personal liability and the like.
3. GTCA or Gateway Towers residents may pursue legal action against unit owners or tenants for property damage or bodily injury to the fullest extent allowed by law.
4. Questions on the insurance policies maintained by GTCA may be directed to the GTCA Management Office.

XX. UNIT RENOVATIONS

1. Unit owners and their contractors must complete a Unit Renovation Agreement (URA) and submit it to the Property Manager prior to making any renovations to their units. Among other matters, the URA delineates the rules governing renovations to units, construction standards, and insurance requirements.
2. The URA and related documents are in Attachment B.

XXI. GATEWAY TOWERS CONDOMINIUM ASSOCIATION RENTAL POLICY

NOTE: Additional Rental Documents are in Attachment C

The condominium Unit and any limited common element associated therewith shall be used in such a manner so as not to disturb the use or enjoyment of any other Resident. Special attention must be given to the level of noise, type of odors, method of decoration and use applicable to the condominium Unit and limited common elements; and in that connection, each Tenant (defined below) agrees to comply with provision of the Declaration, Articles of Incorporation, Code of Regulations, Resident Manual, this Rental Policy and Rules and Regulations of Gateway Towers Condominium Association (“**GTCA**”), as amended from time to time (“**Governing Documents**”).

1. OCCUPANCY

- A. Each condominium Unit shall be occupied and used only as a private dwelling for the Owner, his or her family, approved Tenants, and/or social guests and for no other purpose.
- B. No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted in any residential Unit.

2. RENTAL OF UNITS

- A. **Lease Agreement Required.** Any rental arrangement/lease, including those with family members, must be in writing (“Lease”) and signed by all leasing Unit Owners (each and collectively “Landlord” or “Owner”) and occupants of a leased Unit (each and collectively “Tenant” or “Occupant”).
- B. **Lease Addendum Required.** GTCA has adopted a lease addendum (“Addendum”) that must be signed by each Landlord and Tenant.
- C. **Board Approval of Leases.** The governing Board (“Board”) of GTCA must approve all Leases.
- D. **Resident Manual and Governing Documents.** All Occupants and guests are subject to the Governing Documents and policies of GTCA. A Landlord must provide a copy of the Resident Manual, together with the other Governing Documents to each Occupant when a Lease is signed. Each Occupant must sign the Receipt of the Governing Documents form. The Landlord will be responsible for any and all infractions of the Governing Documents by any Occupant or guest, along with any resulting fine or assessment.
- E. **Approval Requests.** A Tenant must be eighteen (18) years or older. Each Tenant must complete a Rental Application. Owners must submit the completed Rental Application(s), together with the information listed below, to GTCA’s Board 30 days prior to Tenant occupancy for GTCA review and approval prior to

leasing/renting their Unit(s) to a new Tenant/Occupant. When the rental period is extended or renewed with any existing Tenant(s), the Rental Application, fee, and any other required documents must be submitted to the GTCA Board 20 days prior to the end of the lease term.

- i. Copy of proposed *Lease*
- ii. *Certification of Criminal Background Check*
- iii. Application Fee
- iv. Signed copy of *Receipt of the Governing Documents*
- v. Any other information or documents deemed necessary by the Board which relates to the operation of GTCA as indicated on the Rental Checklist.

- F. **Pre-Occupancy Documents.** If approved, Owners must provide GTCA's Board, with the documentation on the Rental Checklist no later than the commencement of the Lease. Leases without GTCA's receipt of all documents on the Rental Checklist are voidable by the Board, with each Landlord and Tenant being jointly and severally liable for attorneys' fees incurred in enforcing these leasing restrictions.
- G. **Updated Information.** GTCA must be notified promptly in writing of any changes to, or matters that would cause the information provided in any documents delivered to GTCA pursuant to the Rental Checklist to be inaccurate.
- H. **Occupancy Restrictions.** Occupancy under any Lease is restricted based on Ownership form and Unit size.
- I. **Change in Occupants.** Occupancy of a leased Unit by any Tenant not named in the Lease and Addendum must be disclosed to the Board and shall require prior written approval by the Board, subject to completion of the Rental Application and the same requirements as may be required for the approval of leases generally.
- J. **Background Check.** The Unit Owner must have a criminal background check performed by an approved screening company. Background checks must be completed on each adult Occupant of the leased Unit whether or not such Occupant is or will be a party to the written Lease. The Owner must complete, execute and deliver to GTCA a Certification of Background Check, together with a receipt from the approved screening company issued to the Owner for the cost of the background search(es).
- K. **Minimum and Maximum Leasing Term.** Leases may not be for a period of less than one year or greater than 2 years ("Lease Term"). If a Unit is vacated prior to the end of the Lease Term, such Unit may not be leased again until the original Lease Term has elapsed.
- L. **Subleasing Prohibited.** The Unit must be leased in its entirety and cannot be subleased. Subleasing is strictly prohibited. Any purported lease of a Unit in violation of this section shall be voidable at the election of the Board. Said Unit

Owner shall reimburse the Association for all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with any proceedings to enforce this section.

- M. **Lodging/Rentals Prohibited.** The rules governing leases/rentals of Units includes short-term rentals on platforms such as Airbnb. Unit Owners or Occupants shall not list, market or advertise short term rentals, leases or occupancies by any medium including without limitation, internet platforms connecting Unit Owners or Occupants leasing, renting or occupying Units as short term accommodations with those desiring to rent, lease or occupy Units as such accommodations. Any such listing, marketing or advertising is at a minimum, a commercial use of the Unit, violates the listing/marketing/advertising rule and evidences an intent to rent, lease or permit occupancy of a Unit for a lease term of less than one year, each a violation of GTCA rules and governing documents. Each day that a Unit is listed, marketed or advertised as a short term rental, lease or occupancy shall constitute a separate offense of this rule.
- N. **Renewal or Extension.** Leases cannot be renewed or extended without obtaining the approval of the Board at least twenty (20) days prior to the end of the Lease Term.
- O. **Assessments.** The Owner of any rental Unit has sole financial and legal responsibility for any and all assessments, fines and other amounts owed to GTCA, as well as for any property damage resulting from the actions or omissions of his/her Tenant(s) and/or guests.
- P. **Enforcement.** All Leases and Addenda must provide eviction rights to GTCA, through the Board, in the event a Tenant fails to comply with the Lease, the Addendum, or GTCA's Governing Documents, as the same may be amended from time to time.
- Q. **Corporate Leases.** Occupants under corporate or other entity Leases are restricted to an officer, director, stockholder, or employee of the corporation. Only one person and his immediate family may occupy a Unit during the Lease term when a Unit is leased to a corporation, partnership, or other entity.
- R. **Insurance.** All Owners and Tenants are strongly encouraged to obtain their own insurance covering, among other claims and losses, loss or damage to their Unit and personal property. GTCA's master insurance policy does not cover a loss to personal property of an Owner or Tenant.

XXII. RESALE OF UNITS

1. Section 10.1 of the Declaration of Condominium grants the Association, through the Board, a right of first refusal to purchase any unit on terms offered by a bona fide buyer. The terms of the right of first refusal should be contained in your sales agreement.
2. A Certificate of Waiver terminating the Association's right of first refusal to purchase your unit may be requested from the Board by sending a written request outlining the terms of the offer to purchase and the identity of the purchaser or by attaching a copy of the sales agreement. All sales agreements must be accompanied by a completed Pet Agreement, if required, and Buyer's Agreement to Residential use.
3. Sections 10.5, 10.9, and 10.11 of the Declaration of Condominium exempt the right of first refusal provisions on sales to certain members of the unit owner's family as well as sales from the sponsor, from the Association, or from an institutional mortgagee or officer of the court where a foreclosure is occurring, or a conveyance as a bona fide gift or by will or intestacy.
4. Sales which are not completed in accordance with this provision are voidable by the Association and good and clear title cannot be conveyed. All legal costs which the Association may incur to enforce these provisions are chargeable to the unit owner selling the unit.
5. In addition to requirements of the Condominium Documents, the Commonwealth of Pennsylvania has enacted Act 82 for the purpose of controlling the development, sale, and resale of the condominium units. Section 3407 of Act 82 requires that any party reselling a unit must furnish the purchaser before the execution of any contract of sale, or otherwise before conveyance, a copy of the declaration (other than plats and plans), the bylaws, the rules and regulations of the association, and a resale certificate containing:
 - A. A statement disclosing the effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit.
 - B. A statement setting forth the amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner and any surplus fund credits to be applied with regard to the unit pursuant to section 3313 (relating to surplus funds).
 - C. A statement of any other fees payable by unit owners.
 - D. A statement of any capital expenditures proposed by the Association for the current and two next succeeding fiscal years.
 - E. A statement of the amount of any reserves for capital expenditures and of any portions of those reserves designated by the Association for any specified project.
 - F. The most recent regularly prepared balance sheet and income and expense statement, if any, of the Association.

- G. The current operating budget of the Association.
 - H. A statement of any judgments against the Association and the status of any pending suits to which the Association is a party.
 - I. A statement describing any insurance coverage provided for the benefit of unit owners.
 - J. A statement as to whether the executive board has knowledge that any alterations or improvements to the unit or to the limited common elements assigned thereto violate any provision of the declaration.
 - K. A statement as to whether the executive board has knowledge of any violations of applicable governmental requirements or knowledge of the existence of any hazardous conditions pursuant to section 3402(a)(26) (relating to public offering statement; general provisions) or with respect to the unit, the limited common elements assigned thereto or any other portion of the condominium.
 - L. A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof.
 - M. A statement as to whether the declaration provides for cumulative voting or class voting.
 - N. A statement as to whether an agreement to terminate the condominium has been submitted to the unit owners for approval and remains outstanding.
 - O. A statement of whether the condominium is a master association or is part of a master association or could become a master association or part of a master association.
 - P. A statement describing which units, if any, may be owned in time-share estates and the maximum number of time-share estates that may be created in the condominium.
 - Q. A statement of whether the declarant retains the special declarant right to cause a merger or consolidation of the condominium and, if so, the information describing such right which was supplied by the declarant pursuant to section 3205(13) (relating to contents of declaration; all condominiums), if any.
6. The Association shall supply the Unit Owner with the items required above within ten (10) days of the request for this information providing that the Unit Owner pays the Association in advance a fee which the Association has established to cover the costs of supplying the items. The fee is listed in the Summary of Charges, page 59.
 7. A Unit Owner who provides the buyer with the required certificates is not liable to the purchaser for any erroneous information provided by the Association or Management in the certificate.
 8. A purchase is voidable by the buyer until the certificate has been provided and for five days thereafter or until conveyance whichever first occurs. The purchaser shall not be liable for any unpaid assessments or fee greater than the amount set forth in the certificates.

XXIII. BUYER’S CERTIFICATE AS TO RESIDENTIAL USE

A proposed agreement of sale of a unit must contain the following language:

Buyer’s Certificate as to Residential Use

Buyer understands and agrees that subject unit shall be utilized solely as a residence. No unit shall be used in whole or in part for any professional or commercial purpose involving the attendance of the public at such unit. As a condition to Gateway Towers Condominium Association, Inc. (GTCA) providing the customary resale document package for the established \$250 fee and the Board, on behalf of GTCA, waiving its right of first refusal, buyer will execute this written acknowledgment form which will state (1) buyer’s understanding and acceptance of the residential usage requirement and (2) the buyer’s understanding of the Code of Regulations provision for assessment of a \$25 per day fine for violation of such requirement of residential usage. This fine is in addition to any and all rights of GTCA to enforce the requirements of residential usage in a court of law. No employees of GTCA are authorized to waive any portion of the above requirements. No move-in elevator service shall be scheduled or supplied unless and until the foregoing procedure is followed.

Witness

Buyer

Witness

Buyer

Date

Unit Number

XXIV. REAL ESTATE OPEN HOUSE PROCEDURES

Gateway Towers Condominiums

1. Notifications: The Real Estate agent or seller must check with the Management office two weeks prior to the proposed date of the open house to confirm that it does not conflict with any Gateway Towers events. When an open house date is confirmed, the Real Estate agent or seller must notify Management of pending open house to make front desk and front door staff aware of the date and time.
2. All visitors must sign in at the front desk.
3. Open house visitors must be accompanied **at all times**. A minimum of two Real Estate agents must be available for the duration of the open house. Visitors are to be escorted from the lobby to the apartment, throughout all parts of the building and back to the lobby.
4. No signage may be posted either inside or outside on any part of Gateway Towers property either before or during the open house.
5. The agents conducting the open house may not park in the front driveway. Visitors must check in with the front door staff and may park for up to 20 minutes in the front drive only if staff deems there is sufficient space for residents to park.

To request an open house please contact the Gateway Towers Management Office at (412) 471-3401 or maryjovicario@gatewaytowerspgh.com with "Real Estate Open House Request" in the subject line.

XXV. AUTHORIZATION AGREEMENT FOR DIRECT DEBIT

Gateway Towers Condominium Association and/or Millcraft Property Management Services (MPMS) is hereby requested and authorized to initiate debit entries electronically, by paper means or by any other commercially accepted method to be charged against the account of:

NAME: _____ UNIT #(S): _____

START MONTH: _____

Form must be received by MPMS by the first of the "start" month.

NEW AGREEMENT



CHANGE TO EXISTING AGREEMENT



To Withdrawal from Bank Account

ACCOUNT NUMBER: _____

TRANSIT NUMBER (ABA): _____

ACCOUNT TYPE: CHECKING
 SAVINGS

PLEASE ENCLOSE A VOIDED CHECK
PLEASE ENCLOSE A DEPOSIT SLIP

BANK NAME: _____

BANK ADDRESS: _____
(Branch Where Account is Maintained)

It is Understood That:

1. Debit entries will be drawn as required to pay monthly maintenance and reserve fees on or about the sixth (6th) day of each month.
2. The debit entry on your bank/credit card statement will constitute receipts for payment.
3. Such fees will be deducted on each succeeding month unless I choose to terminate this agreement upon at least 30 days written notice to Gateway Towers Condominium Association c/o Millcraft Property Management Services.
4. If a debit entry is refused payment by the bank for any reason, other than error in drawing, it will determined that payment for fees was not tendered.

DATE: _____ SIGNATURE: _____

Please Remit Form To:
bmccarthy@millcraftideas.com
Phone 724-531-2229 Fax: 724-745-2400

XXVI. SUMMARY OF CHARGES

USAGE AND REPLACEMENT FEES

Replacement key	\$2.50
Replacement fob	\$25
Keylink key with the blue electronic device	\$50
Window Locking Device	\$25
Annual bicycle storage (per bike)	\$100

DOCUMENT/SALES FEES

Resale package	\$275
Update to resale certificate	\$35
Additional Owner copy of Resident Manual	\$30
Lessor fee for processing of rental documents	\$100
Lessee copy of condominium documents	\$30
Maintain non-owner records per year/per unit	\$75
Move in/Move out fee for each lease	\$85

MAINTENANCE FEES

Water shutdown	\$50
Hourly rate to remove boxes from Service Area	\$25
Charge for dumpster to remove furniture or boxes (fee varies by amount)	\$75-\$150

PET FEES/FINES

Pet signing fee for dogs and cats	\$70
Annual dog agreement	\$50
Annual cat agreement	\$20
Second offense fine	\$100
Third offense fine	\$300
Pet clean-up charge	\$25

FINANCIAL FEES/FINES

Certified, demand payment letter	\$45
Check or direct debit NSF fee – first submission	\$11
Check or direct debit NSF fee – second submission	\$30
To complete a questionnaire for a financial institution	\$100

A 10% late fee will be charged for all other charges when the initial grace period is missed. This would include such things as charges for resale certificates, replacement resident manuals, billings for work performed and parts required, etc.

MONTHLY HOME OWNERS ASSESSMENT FEE

The monthly Home Owners Assessment (HOA) fee is due on the first day of the month. There is a 10 day grace period. If the HOA is not paid by the 11th day of the month, there will be a 10% late fee added to the current month's charge. If the HOA is not paid in 90 days, a letter will be sent to the resident, a \$15 charge for this letter will be added, and a 6% interest fee will also be added to the account.

OTHER VIOLATION FINES

General daily violation fine per violation	\$25
Second parking violation (after written warning)	\$100
Failure to close window when absent from unit	\$300

XXVII. REQUEST TO MODIFY RESIDENT MANUAL

Unit Owners may use this form to request a modification to the Resident Manual.

- 1. What change should be made to the Resident Manual? Explain the need for modification of the information or rules in the manual:

- 2. Would your suggestion modify an existing regulation or other information in the manual? If so, please identify the page and section number that should be modified:

- 3. Have you reviewed the Declaration of Condominium, the Code of Regulations, and the Articles of Incorporation of Gateway Towers Condominium Association, Inc. to ensure that your recommendation is permissible under the rules of the condominium association?

- 4. Would you be willing to discuss your recommendation with a member of the board of directors or someone designated by the board? _____

- 5. Do you own a unit that is leased to a third party? _____

Date

Signature of Person Requesting Modification

Unit Number

Please Print Name

Return completed form to:
Gateway Towers Condominium Association Management Office

ATTACHMENTS SECTION