

**RULES AND REGULATIONS
OF
CAPITOL WEST CONDOMINIUM**

August 26, 2023

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RULES AND REGULATIONS
OF
CAPITOL WEST CONDOMINIUM

The following rules and regulations (collectively and as may be amended, modified or restated, the “Rules”) are adopted by Capitol West Condominium Owners Association, Inc. (the “Association”) for the purpose of benefiting all Units Owners by encouraging that the Condominium be operated and used as a residential and commercial condominium development and in an efficient, orderly and pleasant manner.

ARTICLE I

GENERAL

- 1.01 Applicability. All Rules shall apply to and shall be complied with by all Unit Owners and all of the following parties (individually, a “User” and collectively, the “Users”): all tenants and occupants of Units, all invitees and guests of Unit Owners and of all tenants and occupants of Units, and all customers, suppliers, employees, agents and representatives of the Commercial Unit Owners. Each Unit Owner shall be responsible for compliance with these Rules by the Users of the Unit owned by such Unit Owner.
- 1.02 Definitions. All capitalized terms not defined in the Rules shall have the definitions assigned to such terms by the Declaration of Condominium for Capitol West Condominium Owners Association (the “Declaration”). All capitalized terms not defined in the Rules or the Declaration shall have the definitions assigned to such terms by the Bylaws of Capitol West Condominium Owners Association, Inc. (the “Bylaws”).

ARTICLE II

USE OF UNITS AND COMMON ELEMENTS

- 2.01 No Harm to Condominium. Each Unit Owner and each tenant and occupant of a Unit shall make all reasonable efforts to avoid any harm to the Condominium and its reputation and to the desirability of the Units. All owners, tenants, occupants, guests and invitees of a Unit shall respect all Condominium Property. Toilets and other water apparatus in any Unit shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Unit Owners shall promptly repair, or cause to be repaired, leaking water fixtures.
- 2.02 Trash Disposal and Cleanliness. Garbage and refuse disposal provisions are set forth in Section 11.09 of the Declaration. In addition, all refuse shall be placed out of sight in proper containers in the Units or designated trash areas in the Common Elements until the refuse is removed. Unit Owners and Users must

comply with local trash and recycling rules and ordinances and the Association's trash disposal requirements which include:

- (a) All trash put down the trash chute must be contained in a plastic bag which is securely fastened. Bags must be small enough to easily slide down the chute. Do not stuff bags into the chute. Large bags must be carried to the trash room located on the G level of the garage and placed in the appropriate recycling or trash dumpster.
- (b) No cans, bottles, cardboard, liquids, or kitty litter may be placed in the trash chute. Those items must be carried to the trash room located on the G level of the garage and placed in the appropriate recycling or trash dumpster.
- (c) Only recyclables can be placed in the recycling dumpsters. Recyclables cannot be in plastic bags. They must be in paper bags or dumped into the proper dumpster in the trash room located on the G level of the garage.
- (d) No large items may be left in the trash room. They must be either donated or residents must follow the rules of large trash pick-up published by the City of Madison and left near the curb on Henry St. between Capitol West and 306 West apartments.

Violators will be subject to fines consistent with Article X below, and the Board of Directors may, at its option, assess any fines the Association may receive from the waste management company or the City of Madison to the violating Unit Owner as well. Each Unit Owner shall keep such Unit, and any Limited Common Elements reserved for their exclusive use as an owner of such Unit, in a good state of preservation and cleanliness at all times, and shall not allow any dirt or other substance to be swept or thrown from any door, window, deck or balcony for any reason.

- 2.03 High-Rise Winter Heating; Individual Units' Heating Bills. Whether occupied or vacant, all Units shall have the thermostat set to at least 55° Fahrenheit during the winter months. High-rise Unit Owners must timely pay their individual monthly gas charges for heat as billed by the contracted third party billing company.
- 2.04 Nuisances. Nuisance prohibitions are set forth in Section 11.06 of the Declaration. In addition, no Unit Owner or User shall use, permit or suffer any Unit or any part of the Common Elements (including the Limited Common Elements) to be occupied or used in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or other nuisance, nor do or permit any act that materially interferes with the rights, comfort, or convenience of any other Unit Owner or User. Persistent sounds or music that are audible to persons in other units may be considered a nuisance. Notwithstanding the foregoing, each Unit Owner acknowledges and accepts that there will be noise, odors, vibrations and interference during any periods of alteration, repair, maintenance or restoration of

the Units or the Condominium. Nothing in this Section shall impose any duty upon the Association to prevent any use or occupancy prohibited hereunder.

- 2.05 Compliance with Laws and Insurance Requirements. Each Unit Owner and User, at his, her or its own expense, shall comply with all laws, regulations, codes, ordinances, orders and requirements of every governmental authority having jurisdiction that are applicable to the Unit, the Condominium and the Buildings, including, without limitation, all requirements of the local fire department. Furthermore, each Unit Owner and User, at his, her or its own expense, shall comply with the requirements of all insurers providing insurance policies to the Association upon all or any part of the Condominium or its contents and shall not do or suffer anything to be done or kept in or about the Unit or the Condominium that would increase the premiums for such insurance policies.
- 2.06 Smoking. Smoking and/or use of e-cigarettes is not permitted in any Common Elements. Smoking is permitted within Residential Units and the Limited Common Elements of a Residential Unit (balconies, backyards, etc.)
- 2.07 Use of Common Elements. Except as approved by the Association in accordance with Article V, the entries, passages, corridors, halls, elevators, stairways and other Common Elements shall not be obstructed for any purpose and shall only be used for their intended purposes, and the doors, windows, and any lights that reflect or admit light into the Common hallways or other Common Element areas of the Buildings shall not be covered, obstructed or altered by any Unit Owner or User. No article, personal property or fixture shall be placed in any of the Common hallways (except doormats placed directly in front of a Unit's doorway, which does not obstruct passage through such hallway) or on any Common stairways or landings, nor shall any fire exit be obstructed in any manner.
- 2.08 Association Not Liable for Stored Items. Each Unit Owner shall have the sole responsibility for protection of its vehicles or other property stored or located in the Condominium. The Association shall not be liable for any loss or damage to any such vehicles or property placed in any Unit or Common Elements (including Limited Common Elements) and shall have no responsibility for policing or securing such areas.
- 2.09 Storage of Trailers and Motor Vehicles. No trailers, motorcycles, or motor vehicles shall be taken inside any part of the Building other than the Parking Garage nor attached, chained or stored anywhere other than the owner's Parking Unit.
- 2.10 Placement of Objects In Outdoor Areas. No furniture (other than furniture designed to be used outdoors), umbrellas, or other personal property or equipment (other than the Communications Equipment described in Article III and gardening and landscaping that does not detract from the appearance of any Building) shall be kept on any porch, patio, deck, or balcony to a Residential Unit except during the use of such property or equipment while a Unit Owner or User is physically

present upon such porch, patio, deck, or balcony. No planters or other objects may be placed on balcony railings or extend over the railing to the outside of the balcony. At no time can soil or water from plant pots, bird feed and seed hulls, and ashes from cigarettes and cigars come off balconies. Notwithstanding the foregoing, one (1) grill or other outdoor cooking apparatus using natural gas or electricity may be kept on each porch, patio, deck, or balcony appurtenant to a High-Rise Residential Unit, but no other shall be permitted unless also permitted by City of Madison ordinance. Notwithstanding anything contained herein to the contrary, Townhouse Residential Unit Owners shall be permitted to make Back Yard Improvements as set forth in Section 4.04 of the Declaration, and may also keep one (1) grill or other outdoor cooking apparatus using natural gas, electricity or propane fuel within the Back Yard area. Should said Townhouse cooking apparatus be fueled with propane, the fuel container must not exceed a capacity of 20 pounds. Furthermore, Townhouse Residential Unit Owners choosing to keep a propane grill or other cooking apparatus are. Not permitted to store the propane fuel within any enclosed area (including the Unit Owner's residence), and said Unit Owner shall be required to furnish proof of Personal Liability Insurance in an amount not less than one million dollars to the Association's management company. At no time shall any furniture, equipment or other personal property (including sculptures) be allowed in any location from which all or any part of such furniture, equipment or other personal property will protrude into the airspace located below the concrete slab forming the lower surface of any porch, patio, deck, or terrace or more than five (5) feet above the concrete slab forming the lower surface of any porch, patio, deck, balcony or terrace. No landscaping, trees or plants with root balls may protrude into the airspace located below the concrete slab or earth forming the lower surface of any porch, patio, deck, or balcony or more than five (5) feet above the concrete slab forming the lower surface of any porch, patio, deck, balcony or terrace.

2.11 Deliveries. All deliveries and moving of furniture, appliances, building materials, merchandise, supplies, fixtures, freight, and business equipment to and from the High-Rise Units shall occur only through the Loading Dock or Garage. The manager must be contacted 72 hours prior to the delivery in order to have the elevator padded. Trucks of Unit Owners and their suppliers shall be parked only in such areas as shall be designated by the Association and shall not be parked in any way to impede traffic or for a period of time longer than necessary to accomplish the pickup or delivery sought. Notwithstanding the foregoing, packages of reasonable weight and size, which can be carried by one (1) person without interference with other persons, may be delivered through any Common doors of the Buildings. The cost to repair any damage to Common Elements (including Limited Common Elements) caused by the moving or carrying of articles therein or thereon shall be paid for by the Unit Owner responsible. Deliveries made to the package room or other Common Elements should be removed by the resident within one day.

2.12 Signs; Protrusions. Sign prohibitions are set forth in Section 11.08 of the Declaration. In addition, no signs, displays, banners, balloons, kites, awnings,

machines, fans, air conditioning units, wiring for electrical or telephone installations, flags, merchandise, vending or game machines, furniture, kiosks, tents, mats, racks or other similar protrusions or items shall be allowed on or about the exterior of the Buildings or Condominium, or upon any of the Common Elements (including the Limited Common Elements) except for those (a) that are explicitly permitted by the Declaration, (b) that have been duly approved by all persons and entities, if any, required by the Declaration, and (c) in the case of protrusions or items other than signs, displays, banners and balloons, that have been approved in writing by the Association prior to their installation in accordance with Article VI of these Rules. This Section shall not apply to: (i) Communications Equipment, which shall be governed by Article III; or (ii) signs, directory boards and entryway features installed by the Association in or on the Condominium grounds, Buildings and Parking Garage. Notwithstanding anything contained herein to the contrary, a Unit Owner shall be permitted (subject to size and location approval by the Association) to respectfully display the United States flag or to display within such Unit a sign that supports or opposes a candidate for public office or a referendum question.

- 2.13 Window Coverings. No window coverings shall be used or installed in any Residential Unit or Commercial Unit in a manner which is in any way visible to the outside except those interior blinds which appear uniform in color from the outside of the Condominium. All window coverings must be hung from the ceiling or drywalled areas above the windows. In the event that blinds wear out/need replacement, they must be replaced with a like product, approved in writing and in advance by the Board of Directors.
- 2.14 Heavy Objects. No heavy equipment or personal property weighing more than 50 pounds per square foot (“Heavy Object”), shall be placed or installed in any Unit or Common Element (including Limited Common Elements) without prior written approval from the Association and a certified structural engineer. Examples of Heavy Objects include, but are not limited to, planters (including vegetation and soil), large files, large fish tanks, waterbeds, safes, hot tubs and electronic data processing equipment. Approval must be given by the Association and a certified structural engineer to place the Heavy Object in the proposed location and to use such Building’s elevators and other Common Elements for purposes of transporting the Heavy Object. The Association, with approval from a certified structural engineer, shall prescribe the method of installation and position of any Heavy Object that may approach or exceed 50 pounds per square foot and may require the reinforcement of any flooring or other structures or surfaces on which the Heavy Object may be placed permanently or temporarily. The Association may require structural engineering studies to determine the weight per square foot and position of the Heavy Object, whether any reinforcement will be required, and whether or not the Heavy Object can be safely placed and transported to its proposed location. All reinforcement and engineering studies required by the Association under this Section 2.16 shall be performed at the sole expense of the Unit Owner or User causing the Heavy Object to be placed or installed within the Condominium.

- 2.15 Screen Doors. In accordance with the Declaration 11.01 Unit Alterations (A Residential Unit Owner may not change the exterior appearance of a Residential Unit), only the Board approved retractable screen door can be used on residential swing doors. Therefore, any other screens including those attached by the owner are not allowed.
- 2.16 Hazardous Materials; Alternative Methods of Heating or Air Conditioning. No Residential Unit Owner or Storage Unit Owner shall use or keep in a Residential Unit, Storage Unit or any other part of the Condominium any kerosene, gasoline or other hazardous or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied as part of the original construction, unless such Residential Unit Owner or Storage Unit Owner, as applicable, receives the prior written approval of the Association in accordance with the procedure set forth in Article VI and keeps such item or uses such method of heating or air conditioning in a manner which complies with all applicable laws, rules, regulations, ordinances and requirements of all governmental authorities having jurisdiction, the local fire department, and all insurers providing insurance policies to the Association upon all or any part of the Condominium or its contents.
- 2.17 Animals. Residential Unit Owners shall be allowed to keep up to: (i) two (2) cats per Residential Unit; or (ii) one (1) dog and one (1) cat per Residential Unit; or (iii) two (2) dogs per Residential Unit. Notwithstanding the foregoing, the Association may allow a Residential Unit Owner to keep a greater number of pets. No Rottweilers or American Pitbull Terriers shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash and handled by a person capable of controlling the animal at all times when not in the Units. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with Association approval, provided, however, that in no event shall the total number of animals in a Unit (excluding fish) exceed five (5). No animals shall unreasonably disturb other Unit Owners or Users and no animals shall be left unattended in any portion of the Common Elements (including the Limited Common Elements). All animals must be registered with the Association and owners of animals shall be pecuniarily liable for damage caused by their animals. Kennels shall be kept inside the respective Unit Owner's Unit, and not on porches, patios, decks, balconies and terraces. Unit Owners are responsible for the immediate clean-up of their animals regardless of the circumstances. Please attempt to have pets utilize the two mulched Pet Relief Areas on Henry street or the one on Washington Place. Any damage to the Property caused by an animal shall be the responsibility of the Unit Owner, and the Association may assess the Unit Owner any costs associated with repairing said damage. No poisonous, venomous or wild animals, or any constricting snakes, shall be allowed within the Condominium at any time, whether or not kept in cages. Any animal that constitutes a nuisance that unreasonably disturbs other Unit Owners or Users, or that is vicious shall be immediately and permanently removed from the Condominium upon the Association's direction. Any animal that has bitten or scratched a human being shall be considered vicious.

- 2.18 Library (former Business Center). Items such as carts, hand trucks, ladder, etc. are located in the small room to the left of the Package Room on the first floor of the High-rise. These items are for the use of all residents at their own risk. They should be cleaned and returned the same day.
- 2.19 Use of Common Exercise Facility. The “Common Exercise Facility” refers to the room that is part of the Common Elements that is located on the Basement level of the High-rise and that is set aside as an exercise room. Residents may access the Common Exercise Facility using their key fob. Unit Owners and their guests must adhere to the following rules, which are subject to change without prior notice, when using the Common Exercise Facility:
- (a) The Common Exercise Facility shall be open 24 hours per day;
 - (b) Fitness equipment shall be used at the Unit Owner’s and guest’s own risk;
 - (c) All guests must be accompanied by a Unit Owner at all times while using the Common Exercise Facility;
 - (d) Free weights must be returned to the racks when finished;
 - (e) Equipment must be wiped down with an alcohol wipe after use;
 - (f) For safety purposes, children under the age of 12 are not permitted to use the Common Exercise Facility;
 - (g) For safety purposes, children under the age of 18 are not permitted to use the Common Exercise Facility without adult supervision;
 - (h) No food, alcohol, cans or glasses are allowed in the Common Exercise Facility;
 - (i) No smoking or vaping is allowed in the Common Exercise Facility;
 - (j) Proper footwear must be worn at all times. Bare feet, sandals, work boots or dress shoes are not acceptable;
 - (k) Shirts must be worn at all times;
 - (l) Weights should not be dropped from more than 6 inches;
 - (m) Personal trainers training a resident must provide the property manager with proof of insurance; and
 - (n) Residents may not conduct a personal training business or any business out of the facility.
- 2.20 Laundry. No laundry is to be hung on any porch, patio, deck, balcony or terrace or in windows for any reason.

- 2.21 Move In/Move Out fee. For any move in or move out that takes place from a Unit, a \$200 fee must be paid to the Association prior to the move to cover the Association's administrative and maintenance costs. All moves should be registered with the property manager at least 72 hours in advance. Any violation related to unauthorized move in or move out will incur a \$500 fine at the discretion of the Board of Directors.

ARTICLE III

COMMUNICATIONS EQUIPMENT

- 3.01 Communications Equipment. The following items and equipment may be placed on porches, patios, decks, and balconies subject to the restrictions within this Article: antennas; satellite dishes; cameras; telecommunications, cable television, fixed wireless, telephone, broadcast, weather monitoring and similar equipment for the transmission or reception of signals; and all wiring, cabling, equipment, cabinets, boxes, masts and other items relating to the use of such equipment or items (collectively, "Communications Equipment").
- 3.02 Installation Restrictions. All installation, maintenance or use of Communications Equipment permitted under Section 3.01, if any, shall be subject to the following restrictions, to the extent such restrictions are permitted by law:
- (a) Unit Owners must notify the Board of Directors in advance of installing Communication Equipment.
 - (b) No Communication Equipment may be placed in the Common Elements—only upon the Unit's Limited Common Elements.
 - (c) In the event that adequate reception quality cannot be achieved by installation on the unit's Limited Common Elements , application may be made to the Board of Directors with a proposed alternative placement for the review of Board of Directors.
 - (d) Communication Equipment shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the Communication Equipment must be installed through the front or side of the unit and may not penetrate the buildings' exterior. All wires must go through part of the "Unit" as defined in Association Documents (windows, doors, door frames, etc.). No communications equipment may protrude into the airspace located below the concrete slab or earth forming the lower surface of any porch, patio, deck, or balcony or more than five (5) feet above the concrete slab forming the lower surface of any porch, patio, deck, balcony or terrace.
 - (e) All Communications Equipment shall be installed in a location as inconspicuous to the public and other Unit Owners as possible, shall be painted in a color that will match the surface against which such

Communications Equipment is installed and shall be screened as much as possible from view of the public and other Unit Owners.

- (f) None of the restrictions or requirements imposed by subsections (b), (c) and (d) of this Section 3.02 shall apply to any Rooftop Unit Owner.
- 3.03 Maintenance. Any Unit Owner, tenant or occupant who installs Communications Equipment shall be solely responsible for the cost of installing, operating, maintaining and using such Communications Equipment in a good and safe condition.
- 3.04 Indemnification. All Unit Owners of any Residential Unit or Commercial Unit which has Communications Equipment shall indemnify, defend and hold harmless the Association, and the Association's Board of Directors, officers, and members, from and against any and all loss, cost and damage and any or all claims thereof arising from the installation, maintenance or use of Communications Equipment.
- 3.05 Limit on Amount of Communications Equipment. No Unit Owner, tenant or occupant may install, maintain or use more Communications Equipment than is necessary to receive or transmit any particular communications service desired by such Unit Owner, tenant or occupant.

ARTICLE IV

CABLE TELEVISION AND INTERNET SERVICE

- 4.01 Unit Owners and Users shall:
 - (a) Use reasonable security precautions in connection with their use of the television and internet services;
 - (b) Comply with all laws, regulations, and any orders from any court or other competent legal authority applicable to the Unit Owners' use of the television and internet services;
 - (c) Not use the television and internet services for the development, design, manufacture, production, stockpiling, or use of nuclear, chemical or biological weapons, weapons of mass destruction, or missiles, in a country listed in Country Groups D:4 and D:3, as set forth in Supplement No. 1 to Part 740 of the United States Export Administration Regulations (the "EAR");
 - (d) Not provide access to the television or internet services to any person (including any natural person or government or private entity) that is located in or is a national of Cuba, Iran, North Korea, Sudan, Syria or any other country deemed to be a "terrorist supporting country" under Part 740 of the EAR;

- (e) Be solely responsible for any consequence or liability associated with any unauthorized use, or use not in compliance with the rules set forth above, including such use by any User; and
- (f) Hold harmless and indemnify the Association for any and all claims resulting from any unauthorized use, or use not in compliance with the rules set forth above, including such use by a Unit Owner's guest, invitee, employee, agent, representative, tenant or occupant.

ARTICLE V

PARKING GARAGE AND GUEST PARKING

- 5.01 Use of Parking Units. The Parking Units shall be used for the parking and storage of motor vehicles and other items as provided in this Article V. No Parking Unit shall be used for parking or storing any motor vehicle or item that protrudes into any drive aisle of the Parking Garage used to access such Parking Unit or for parking or storing any motor vehicle or item closer to any sprinkler heads or other fire safety equipment located in the Parking Garage than permitted by any applicable laws, codes, ordinances, regulations, requirements or orders of any governmental authority having jurisdiction, the local fire department or any insurer providing insurance policies to the Association upon all or any part of the Condominium or its contents.
- (a) Vehicles and Items must be kept within the yellow lines of the parking unit and not cause the vehicle parked in that unit to extend into a Common Element or another parking space.
 - (b) No activities other than the parking or storage of motor vehicles or other items shall be conducted within the Parking Units. Prohibited activities in Parking Units include, but shall not be limited to: activities connected with the repair or maintenance of vehicles, such as changing oil, washing vehicles, and the like; skateboarding; painting of items; conducting a business; or performing carpentry, woodworking, metalworking or other hobby work.
 - (c) Parking Units are to be used primarily for transportation vehicles and may include bicycles, grocery carts, seasonal tires and EV charging cords.
 - (d) To limit rodent habitat, additional items MUST be kept in plastic/Rubbermaid containers with a closed lid. NO other loose items may be in parking units (i.e. furniture, folding chairs, animal crates, windshield wiper fluid, towels, golf clubs, bags, cardboard boxes, fitness equipment, etc.) Tires must be stored neatly.
 - (e) Flammable and/or explosive materials shall not be stored within the Parking Units.

5.02 Removal of Vehicles and Items.

- (a) The Association may require, upon seven (7) days' written notice to all Parking Unit Owners, the removal of all vehicles and other items from the Parking Garage for maintenance, repair, restoration or improvement of the Parking Garage. Any vehicles or other items not removed from the Parking Garage following such written notice to all Parking Unit Owners may be fined, and/or towed, impounded, removed and stored by the Association at the cost of the Parking Unit Owners of the Parking Unit from which such vehicles or other items are removed.
- (b) The Association shall have the right to fine and/or tow away or otherwise impound any vehicle that is improperly parked in the Parking Garage or elsewhere in the Condominium, parked in a no parking zone, parked in violation of any laws, codes, regulations, ordinances, orders or requirements, or necessary to move for emergency purposes. Further, the Association shall have the right to remove and store any personal property that is improperly stored in the Parking Garage or elsewhere in the Condominium, stored in violation of any laws, codes, regulations, ordinances, orders or requirements, or necessary to move for emergency purposes. All towing, impounding, removal and storage performed by the Association under this Section 5.02.a shall be at the sole cost of the Unit Owner who owns the vehicles towed or impounded or items removed or stored, who owns any Unit leased or occupied by the owner of such vehicles or items, or who is otherwise responsible for such vehicles or items.
- (c) Nothing in this Section 5.02 shall obligate the Association to tow away or impound any vehicles, remove or store any personal property or to police the Parking Garage in any way.
- (d) The storage of vehicles or other items outside the space of the Parking Unit is prohibited. Violations will be subjected to fines. The property management company may store items outside the Parking Units.

5.03 Electric Vehicle Charging. New Electric Vehicle (EV) outlet installations in individual parking units are not permitted at this time.

5.04 Guest Parking. One Guest Parking Pass is assigned to each Residential and Commercial Unit Owner for use by their short-term guests, not to exceed 3 days. Unit Owners and tenants may not use the Guest Parking lot on Washington Place to park their personal vehicles. Any vehicle parked in this lot without a Guest Parking permit displayed in the car may be towed at any time. The Association

and Property Management is not responsible for any incurred fees from towing company or damage to the vehicle.

ARTICLE VI

PROCEDURE FOR ASSOCIATION APPROVAL OF ALTERATIONS

- 6.01 Submission of Written Request. Any Unit Owner seeking approval of the Association for any alteration listed below is required by these Rules to be approved in accordance with the procedure set forth in this Article VI must complete the **Unit Alterations Manual** found on the Owner's Portal of our website.
- (a) Changes requiring Unit Alterations Manual include:
 - (1) Changes to the exterior of the building, included Limited Common Elements (balconies, backyards, patios, etc.)
 - (2) Changes in any way to pipes, duct work, or utilities (electrical, cables, etc.)
 - (3) Moving Walls
 - (4) Alterations to Unit interiors that are visible from the exterior of the building
 - (b) The completed Unit Alterations Manual must be submitted to the Property Manager, by the 15th of the month in order to be considered at the next Board of Directors meeting.
 - (c) Approval from the Board of Directors must be obtained before work may commence.
- 6.02 Association Actions. Upon receipt of any complete written request (including all items required by Section 6.01), the Association shall, in its reasonable judgment, (a) determine whether to consider the written request itself or whether to delegate the consideration of such request to any applicable committee of the Association; and (b) determine whether to require the submitter of the request to provide, at such submitter's expense, an expert study prepared by an architect or engineer acceptable to the Association showing the effect, if any, of the alteration upon the structure and building systems of the Building. If the Association delegates the consideration of such request to a committee, the Association shall notify the submitter of the request in writing of such delegation and the written approval of such committee shall be deemed to be the written approval of the Association under this Article. If the Association requires an expert study, the Association shall notify the submitter of the request in writing of the same and shall provide the submitter with names of architects or engineers acceptable to the Association.

- 6.03 Approval of Unit Alteration Request. The Association or the committee of the Association designated to consider any request may withhold approval upon any reasonable basis, including, but not limited to: lack of architectural harmony with the remainder of the Condominium; obstruction of view; impairment of Common Elements (including Limited Common Elements), other Units, or the structural integrity or building systems of the Building; lack of compliance with the Declaration, Articles, Bylaws or these Rules; or depreciation of aesthetic or market value of any portion of the remainder of the Condominium. Architectural approval by the Association or such committee shall be granted or denied within thirty (30) days after the receipt by the Secretary of the complete written request (including all items required under Section 6.01 and any expert study required under Section 6.02). Failure by the Association or the designated committee to deliver to the submitter of a request that complies with Section 6.01 a written denial of such request within thirty (30) days after receipt of the complete written request (including all items required under Section 6.01 and any expert study required under Section 6.02) shall be deemed approval of such request. Notwithstanding anything in this Article VI, no alteration required by these Rules to be approved in accordance with the procedure set forth in this Article VI shall be permitted if it impairs any Common Element (including any Limited Common Element), any other Unit or the structural integrity or building systems of the Building, or if it fails to comply with the Declaration, Articles, Bylaws or these Rules, and neither the Association nor any committee thereof is authorized to approve any such alteration. Furthermore, the Association's approval may be given subject to conditions prescribed by the Association, including but not limited to: proof of appropriate insurance, the dates and times during which the alterations are to be made, and approval by the Association of the contractors and subcontractors performing the alterations.
- 6.04 Method of Major Alterations. Following the approval by the Association or designated committee of the Association of any alteration under this Article, the submitter of the written request to perform such alteration shall proceed promptly and diligently to complete such alteration. The alteration shall be completed in accordance with the plans and specifications approved by the Association or committee thereof under this Article VI. Any material changes in such plans and specifications must be submitted to the Association for its prior written approval pursuant to this Article VI. Each Unit Owner, tenant and occupant shall comply with all applicable laws, codes, regulations, ordinances, ordinances and orders regarding zoning and building or otherwise applicable to such alteration and shall be responsible for obtaining all building and other permits required to perform such alteration. All materials and fixtures installed in connection with any alterations shall be of first-class quality, new and fully paid for. All penetrations of the Building structure shall be neatly sealed in a water-tight condition. In implementing any alterations approved under this Article, the Unit Owners shall use all reasonable efforts to minimize disruption to other Unit Owners. Each Unit Owner or tenant or occupant of a Unit making any alteration to the Condominium shall be fully responsible for the acts and omissions of all contractors and subcontractors that install, maintain, repair or remove the alteration.

- 6.05 Method of Minor Alternations. For minor alterations to units performed by a contractor other than those listed above (for example, replacing flooring, countertops, painting, etc.), the owner submit the completed **Unit Work Rules and Regulations form** to the manager, found on the Owner’s Portal of our website.

ARTICLE VII

RENTAL OF UNITS

- 7.01 Definition. Rental of units at Capitol West is restricted by the provisions set forth in Section 11.07 of the Declaration. Prior written approval from the Board of Directors must occur before a new lease can be put in place for any unit. There is a rental cap-on the total number of units that can be rented and corresponding unit owner eligibility-to rent will be tracked and managed by the Property Manager.
- 7.02 Requirements. Owners wishing to rent must first contact the Property Manager to determine their eligibility, and obtain the Rental Request Application/Owner with New Tenant Form. If eligible, the Unit Owner must complete all the requirements of the Rental Request Application/Owner with New Tenant Form, and submit the form along with specified requisite documentation to the Board of Directors for approval, before any new tenant lease may be executed.

Any owner already renting to tenant(s), who wishes to renew said existing lease, must first obtain approval from the Board of Directors by submitting an email request for lease renewal to the Property Manager at least 60 days prior to the expiration of the lease. There is no need to complete the requirements of the Rental Request Application/Owner with New Tenant Form in the case of a lease renewal. UNDER NO CIRCUMSTANCE MAY A LEASE RENEWAL, EXTENSION OR ALTERATION BE MADE BETWEEN UNIT OWNER AND TENANT WITHOUT PRIOR, WRITTEN APPROVAL OF THE BOARD OF DIRECTORS.

ARTICLE VIII

SECURITY AND ACCESS

- 8.01 Keys and Locks. The Association shall have the right to retain a master key (the “Master Key”) for all Residential Unit, Commercial Unit and Storage Unit (each a “Locked Unit”) entry doors or other means of access to each Locked Unit at all times for purposes permitted by Section 5.02 of the Declaration, the Articles or the Bylaws. No Unit Owner shall alter any lock or install a new lock on the door leading into the Locked Unit owned by such Unit Owner without the prior written approval of the Association. If such approval is given, the Unit Owner shall provide the Association with an additional key or other means of access to the new lock. If the new lock cannot be configured to work with the Master Key the Unit Owner accepts all responsibility and cost for the replacement and repair of

such Locked Unit entry door and other damaged Common Elements, if in case of an emergency the Locked Unit entry door is broken down by the Fire Department or other emergency service providers. All direct and consequential costs for any lost or damaged keys or access cards to any Building shall be borne by each Unit Owner. Public access times to the Parking Garage and Buildings, if any, can be changed with Association approval as long as such change does not have any adverse effect on Commercial Unit Owners or their tenants.

- 8.02 Doors. The doors to each Building, to all access-controlled portions of each Building and to the Parking Garage shall never be left propped open and unattended. Each Unit Owner and User shall notify the Association or any property manager it may employ immediately in the event of a malfunction in the closing or locking mechanisms of any of the doors. Each High-rise Unit Owner must exit and enter their unit using the building standard entry door as originally installed, or as otherwise approved by the Board of Directors. Exterior doors should never be propped open and left unattended.
- 8.03 Preventing Access to Condominium. Any person whose presence in any Building at any time shall, in the judgment of the Board of Directors or any property manager employed by the Association, be prejudicial to the safety, character, reputation or interests of the Condominium or the Unit Owners or Users, may be denied access to or ejected from all or any part of the Condominium. In case of invasion, riot, public excitement or other commotion, the Board of Directors or any property manager employed by the Association may prevent all access to the Condominium or any part thereof during the continuance of the same, by closing the doors or otherwise, for the safety of the Unit Owners, Users, the Condominium and the protection of property in the Condominium. None of the Association, the Board of Directors, officers of the Association, or any property manager employed by the Association shall in any way be liable to any Unit Owner or User for damages or loss arising from the admission, exclusion or ejection of any person to or from the Unit or the Condominium, or failure to do the same, under this Section.

ARTICLE IX

COLLECTION OF ASSESSMENTS

9.01 Collection Policy.

The Collection Policy of the Association shall be as follows:

- (a) The regular monthly assessments are due on the first day of each month.
- (b) Special assessments, as may be levied from time to time by the Board of Directors, and/or any installment thereof, shall be due on or before the date or dates stated in the notice from the Board of Directors to the Unit Owners informing them of the special assessment.

- (c) Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the notice from the Board of Directors to the Unit Owners informing them of the fines, penalties, or other charges.
- (d) All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
- (e) The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
- (f) In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a unit owner's payment, whichever is greater.
- (g) No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to paragraph (k) below.
- (h) A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.
- (i) The basic collection system of the Board of Directors shall be as follows:
 - a. At 15 days past due, a board member or the property manager may call the delinquent owner;
 - b. At 30 days past due, a past due notice may be sent;
 - c. At 45 days past due, a second past due notice may be sent; and
 - d. At 60 days past due, the matter may be referred to the attorney for collection.

- (j) An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.
- (k) Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

ARTICLE X

FINES, ENFORCEMENT, AND GRIEVANCE PROCEDURE

10.01 Schedule of Fines - The Following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents");

- (a) A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
- (b) FIFTY DOLLARS (\$50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
- (c) ONE HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- (d) Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 - 1. The violation is in direct defiance of a previous mandate from the Board of Directors.
 - 2. The violation was malicious in its intent.

3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board of Directors. The Association shall have the right, following imposition of any fine, to collect the same as a Special Assessment against the Unit Owner's Unit.

10.02 Attorney Fees

- (a) The Board of Directors may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
- (b) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

10.03 Grievance Committee Rules and Procedures

Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

- (a) The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board of Directors. The members at large shall not be officers or members of the Board of Directors of the Association.

- (b) The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
- (c) For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- (d) Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- (e) Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - 1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
 - 2. The hearing shall be divided into two (2) sections:
 - a. The testimony of the parties.
 - b. The determination and decision.
 - 3. The Testimony Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 - 4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.
 - 5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
 7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- (f) The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
1. The award was procured by corruption, fraud or undue means;
 2. There was evident partiality or corruption on the part of the Grievance Committee;
 3. The members of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

ARTICLE XI

MISCELLANEOUS

- 11.01 Amendment. These Rules may be amended, modified or restated as provided in Section 6.01(k) of the Bylaws.
- 11.02 Severability. The provisions of these Rules shall be deemed independent and severable, and the invalidity, illegality or unenforceability of all or any portion of any provision shall not affect the validity, legality or enforceability of the remaining portion of said provision or of any other provision of these Rules.

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