

January 2023

**Rules and
Regulations of
Weston Place Condominiums**

RULES AND REGULATIONS
of
WESTON PLACE CONDOMINIUM OWNERS ASSOCIATION, INC.

The following rules and regulations (collectively and as may be amended, modified or restated, the "Rules") are adopted by the Weston Place Condominium Owners Association, Inc. (the "Association") for the purpose of benefiting all Unit 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 (collectively, the "Users"): all tenants and occupants of Units, all invitees and guests of all Unit Owners and of all tenants and occupants of Units, and allemployees, agents and representatives of all Commercial Unit Owners and of all tenants and occupants of Commercial Units. Each Unit Owner shall be responsible for the compliance with these Rules by the Users of the Unit owned by such Unit Owner.

1.02 Rule Violation. Unit Owners and Residents are expected to know and follow the Association's Rules and Regulations. If a Resident or the Condominium Manager (currently Apex Property Management) believes that a rule has been violated, the violation can be communicated by:

- Informal notice initiated by a neighbor or by the Condominium Manager to the Resident or Unit Owner who may be in violation; e.g., "Did you know that hall doormats are not permitted? The hall is common property and doormats impede cleaners." This is helpful and usually sufficient.
- Referral to a Committee by the Condominium Manager, if appropriate. The relevant Committee will work with both the person who issues a complaint and the Unit Owner or User to resolve any alleged infraction. The Committee may consult the Board if deemed necessary. If the issue cannot be resolved, the Committee refers it back to the Condominium Manager who then issues written notification of the violation.
- Formal written notification by the Condominium Manager to the Unit Owner or User. This notification can be by return-receipt email or registered postal mail. This written notification is initiated only after the Condominium Manager has assessed the situation and verified the violation. The notification will inform the Unit Owner or User of the need to comply within thirty (30) days. If the Unit Owner or User does not comply within thirty (30) days, notice will be given to the Board.

1.03 Board Actions. Once the Board is informed of noncompliance, by either a Committee

or the Condominium Manager, a Board member will contact the Unit Owner in question personally to informally discuss the rule violation problem. If such contact does not resolve the problem, a two week notice for a Hearing before the Board will be given. At this informal Board Hearing the case against the owner/resident will be stated. The Unit Owner will have opportunity to provide an explanation. If the Hearing does not resolve the noncompliance, the Board shall set a date to determine the Default Special Assessment to be levied against the Unit Owner's Unit, and shall thereafter notify the Unit Owner of the amount of the levy. The Unit Owner shall then have 20 days within which to appeal the levy under Section 16.03 of the Declaration.

1.04 Definitions. All capitalized terms not defined in the Rules shall have the definitions assigned to them by the Declaration of Condominium of Weston Place Condominium (the "Declaration"). All capitalized terms not defined in the Rules or the Declaration shall have the definitions assigned to them by the Bylaws of Weston Place Condominium Owners Association, Inc. (the "Bylaws").

ARTICLE II

USE OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

2.01 Prohibited Areas. Access to areas outside of the 12th floor patio/balcony railings is strictly prohibited except for those situations (such as maintenance / repairs) specifically approved by the Board. The Weston Place Condominium Association is not responsible for any damage to property or person that occurs as a result of such prohibited access.

2.02 Temporary Residents in Unit Owner-Absent Units. When Unit Owners are away Units are usually vacant. However, sometimes Unit Owners permit short-term (two months or less) guests to stay in the vacant Unit. Such guests, staying more than two weeks, must be screened by the management company. Unit Owners need to inform the Condominium Manager in advance and provide the required information. Unit Owners must ensure that the approved guest is aware of and complies with the Condominium Rules and Regulations. Residents in Unit Owner-Absent Units beyond two months must petition the Board for approval. A lease with the Unit Owner will be required.

2.03 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.

- a) Owners are required to have burst-resistant hoses for dishwashers, clothes washers and refrigerator ice makers. Owners will maintain such hoses according to suggested warranties.
- b) Owners are required to show certification, as prescribed by a professional dryer ventilation expert, to the Condominium Property Manager showing that the Units' clothes dryer vent has been cleaned and that the dryer has sufficient power (CFM- cubic feet per minute) for their individual unit. The frequency of vent cleaning for each

Unit is to be determined by a professional dryer ventilation expert.

- c) Owners are required to provide documentation to the Condominium Property Manager indicating compliance with the above requirements; the Property Manager will maintain records of such compliance.

2.04 Trash. 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. All Unit Owners and Users must comply with local trash and recycling rules and ordinances and the Associations trash disposal requirements.

2.05 Winter Heating. Whether occupied or vacant, all completed Residential Units and Commercial Units shall be heated to at least 55 degrees Fahrenheit during the winter months.

2.06 Nuisances. No Unit Owner or User shall use, permit or suffer any Unit or any part of the Common Elements or 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 nuisance, nor do or permit any act that materially interferes with the rights, comfort, or convenience of any other Unit Owner or User. Notwithstanding the foregoing, each Unit Owner acknowledges and accepts that there will be noise, odors, vibrations and interference during the initial construction of the Condominium and the Units by the Declarant, during the build-out of the Units by each Unit Owner, and 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.

2.07 Compliance with Laws and Insurance Requirements. Each Unit Owner and User of a Unit, at their 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 Building, including, without limitation, all requirements of the local fire department. Furthermore, each Unit Owner and User of a Unit, at their 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.

2.08 Smoking. Smoking limitations and restrictions are set forth in Section of the Declaration. In addition, smoking shall be prohibited on the portions of the rooftop terrace that are Common Elements (as opposed to Limited Common Elements). Smoking is also prohibited on the front plaza.

2.09 Use of Common Elements and Limited Common Elements. Except as approved by the Association in accordance with Article V of the Declaration, the entries, passages, corridors, halls, elevators, stairways and other Common Elements of the Building shall not be obstructed for any purpose and shall only be used for their intended purposes, and the doors, windows, sash doors and any lights that reflect or admit light into the common hallways or other Common

Element areas of the Building shall not be covered, obstructed or altered by any Unit Owner or Unit User.

- a) The Residential Unit Owners' and Commercial Unit Owners' entrance doors may be decorated, provided that the decoration does not in any way damage the Limited Common Elements. This rule allows the decoration of the Unit door, but does not allow for anything to be attached to the wall around the door or resting on the floor beside the door. No decorations may protrude into the hallway or create any problem for persons walking past the door or the cleaning staff to clean the floor around the door. Balcony lights and other decorations must be hung inside the glass as required under Section 2.14 of these Rules and Regulations. Balcony lights are acceptable for a maximum of 45 days.
- b) The Association Christmas Tree(s) can be placed on the P1 and/or 12th floor CommunityRoom during the same time period as the holiday decorations.
- c) All Weston Place elevator lobbies, including alcoves, will be decorated with the guidance of a designer chosen by the ARC and approved by the Board. Personal art work may no longer be placed on the shelf or walls of the elevator lobbies.
- d) Formal permission from the Architectural Review Committee (ARC) is necessary before any item can be removed from or added to any common space area at Weston Place. These common areas include elevator lobbies, P1 Lounge, P1 Lobby, 12th floor Association Room, 12th floor outdoor terrace, and all areas around the outside of the Weston Place Building. Such requests shall be made in writing. Any donations that ARC accepts will then be considered Weston Place Association property. ARC may accept an item as a loan, but the Association will not be accountable for any damage or loss to an item on loan.
- e) The front plaza, P1 Community Room, and the 12th floor patio terrace cannot be reserved.

2.10 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, Common Elements or Limited Common Elements and shall have no responsibility for policing or securing such areas.

2.11 Storage of Bicycles, Trailers and Motor Vehicles. No bicycles (other than stationery exercise bicycles), trailers, motorcycles, or motor vehicles shall be taken inside of any part of the Building other than the Parking Garage or attached, chained or stored anywhere other than the Parking Garage, Parking Units or Storage Units. Notwithstanding the forgoing, bicycles may be brought into a Unit if there is direct access between the Unit and the outdoors and if the bicycle is brought into the Unit via such access and not via any indoor Common Elements.

2.12 Placement of Objects in Outdoor Areas

- a) Items on Balconies and Terraces. No furniture other than furniture designed to be used outdoors, no bicycles, no umbrellas, and no other personal property or equipment other than the Communications Equipment described in Article III of these Rules, and gardening and landscaping that does not detract from the appearance of the Building, shall be kept on any balcony or terrace appurtenant to a Residential Unit except during the use of such property or equipment while a Unit Owner or User of such Unit is physically present upon such balcony or terrace. Notwithstanding the foregoing, one (1) grill or other outdoor cooking apparatus using natural gas may be kept on each balcony or terrace appurtenant to a Residential Unit, but no propane, electric or charcoal grills or other cooking apparatus shall be permitted on any balcony or terrace or outside the exterior of the Building. No fire pits of any kind shall be permitted. 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 or more than five feet above the concrete slab forming the lower surface of any balcony or terrace. No landscaping, trees or plants may protrude into the airspace located below or more than five feet above the concrete slab forming the lower surface of any balcony or terrace.
- b) Ninth Floor Terrace Dividers. Residents may place planters along the terrace dividers on the ninth floor of the Building and plant vegetation in said planters to create a screen from adjacent units. The vegetation in said planters must be properly pruned and trimmed so that it does not protrude into another Unit's terrace space and so that it, at all times, is at least two (2) inches away from the Building exterior walls and trellis. The vegetation shall not exceed six (6) feet in height from the concrete slab forming the lower surface of any terrace.

2.13 Deliveries. All delivery and shipping of freight, business equipment, furniture, building materials, merchandise, supplies and fixtures to and from the Units shall occur only in loading areas designated by the Association and with prior consultation with the Condominium Manager to avoid conflicts. Trucks of Unit Owners and their suppliers shall be parked only in such areas as shall be designated by the Association. Unauthorized parking will result in required removal/towing.

2.14 Signs; Protrusions. 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 Building or Condominium, or upon any of the Common Elements or 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, the approval of which is 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 of these Rules; (ii) signs,

directory boards and entryway features installed by the Declarant or the Association in or on the Condominium grounds, Building and Parking Garage; and (iii) signs, displays, banners, balloons or other items used by the Declarant or its real estate agents for the purpose of selling or leasing Units. As long as the Declarant holds an interest in any Unit, the preceding sentence may not be amended or modified without the written consent of the Declarant and neither the Association nor the Unit Owners may act to prevent Declarant from erecting, or limit the rights of Declarant or its real estate agents to erect, signs, displays, banners, balloons or other items in accordance with such sentence. Declarant shall approve signage on exterior of first floor and located on the grounds of this Condominium for commercial tenants in accordance with Madison General Ordinances and Urban Design Commission approval as recorded in the PUD-SIP.

2.15 Window Coverings. Window coverings are permitted as set forth in Section 10.01 and 10.02 of the Declaration. In order to present a uniform appearance from the outside of the Building, the exterior facing colors of the window coverings can range from white to beige.

2.16 Heavy Objects. No heavy equipment or personal property weighing more than 50 lbs. per square foot ("Heavy Object"), shall be placed or installed in any Unit or Common Element or Limited Common Element 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 the Building 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 lbs 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 must 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 Owners or Users causing the Heavy Object to be placed or installed within the Condominium. In order to maintain the structural integrity of the Building, the Heavy Object weight limit may not be amended by the Association.

2.17 Hazardous Materials; Alternative Methods of Heating or Air Conditioning. No Residential Unit Owner shall use or keep in a Residential Unit or in 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 Unit Owner receives the prior written approval of the Association in accordance with the procedure set forth in Article VI of these Rules 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.

2.18 Standard Entry Door. Each Residential Unit must use the Building standard entry door adopted by the Declarant. A doorbell may be installed on the wall beside the door or on the door jam, near the door handle. The doorbell shall be a neutrally colored battery-operated model that is attached by double-sided tape. Any damage to the walls or door frame caused in any way by installation, or removal or replacement of the doorbell, shall be repaired by the Management Company and charged to the Unit Owner. Any doorbell with a camera (e.g., Ring Doorbell) is not allowed.

2.19 Animals

- a) Permitted Pets. With Association approval, Residential Unit Owners shall be allowed to keep up to: (i) two (2) cats; (ii) one (1) dog and one (1) cat; or (iii) two (2) dogs per unit. All dogs must be obedient and display appropriate behavior, for example, no biting, attacking, jumping, or excessive barking. Cats and dogs must be licensed and properly vaccinated. Unit Owners must comply with local ordinances regarding leashes and disposing of animal excreta. With Association approval, other small animals that are kept in cages or a tank may also be allowed. However, in no event shall the total number of animals in a Unit (excluding fish) exceed five.
- b) Commercial Units' staff or clients are not allowed pets in commercial spaces or on the property unless it is a documented service animal.
- c) Prohibited Pets. Based on the advice from the Association's insurance provider, the following pets are prohibited:
 - i. Wild animals kept as pets. This includes, but is not limited to non-domesticated animals such as chimpanzees, tigers, prairie dogs, iguanas, pythons or venomous snakes,
 - ii. Akitas, American Staffordshire Terriers (or any of the variety/breed of dogs commonly known as "pit bulls"), Chow Chows, Rottweilers and wolf hybrids,
 - iii. Any mixed breed dog that includes lineage combined or linked to any of the above.
 - iv. Any dog trained as a guard or attack dog,
 - v. Any animal/pet that needs to be restrained or confined to ensure the safety of people present in the same area,
 - vi. Any animals with a biting or other liability loss history.
- d) Owner's Responsibilities for Pets.
 - i. All animals must be registered with the Condominium Manager.
 - ii. No animal shall be left unattended in any portion of the Common Elements or Limited Common elements (e.g. balconies and terraces).
 - iii. Kennels shall be kept inside their respective Unit Owner's Unit, and not on the balconies and terraces.
 - iv. Animals shall be carried or kept on a leash at all times when not in the Unit, and transport to or from parking to the lobby must be by freight elevator (except when going to or from Level P3).
 - v. Unit Owners are responsible for the immediate clean-up of their animals

regardless of circumstances.

- vi. The area immediately surrounding the Building, including all cement patios and decks, shall not be used for pet defecation and urination.
- vii. No animal shall unreasonably disturb other Condominium residents. With cause, the Association Board may declare an animal's behavior inappropriate and require its removal from the Condominium. Detailed documentation is needed and should clearly indicate in writing what disturbance(s) have occurred and when (ie, date, time, nature of disturbance). Owners of animals shall be financially liable for physical damage caused by their animal(s).

2.20 Use of the 12th Floor Association Room. The Association Room refers to the 12th floor room that is part of the Common Elements that is available to Unit Owners and all commercial tenants and occupants of units. The Association Room, otherwise called the "Community Room," is a multi-purpose space available for meetings, parties, television viewing, card playing, puzzles, music or other social events. Reservations of the Association Room shall be made through the Association. No reservation shall be made more than three months in advance. In the event of any conflict, the Association shall have the discretion to limit number of reservations by any Unit Owner if, in the Association's judgment, the Unit Owner's overuse of the Association Room has discouraged other Unit Owners from using the Association Room.

Each party using the Association Room shall be responsible for leaving the Association Room in a clean and tidy condition. Furniture, if moved, must be put back in its original placement use and all materials must be stored away after use. If there is any spillage of food or beverages, or causes of other damage on the 12th floor, the Condominium Manager must be informed as soon as possible so that the Association can clean or repair the area or item. The person who requests the room is responsible for any clean up and/or repair costs.

Residents are responsible for the activities of their guests anywhere on the 12th floor, including the Association Room, hallways, patio and restroom.

The 12th floor patio terrace cannot be reserved.

2.21 Use of Workout Facility. The "Workout Facility" refers to the portion of the Association Room located on the twelfth floor of the Building that is set aside as an exercise room. Unit Owners may access the Workout Facility using their electronic FOB. Unit Owners and their guests must adhere to the following rules, which are subject to change without prior notice, when using the Workout Facility:

- a) The Workout 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 Workout Facility.

- d) Free weights must be returned to the racks when finished.
- e) Equipment must be wiped down with the user's personal towel.
- f) Children under the age of 12 are not permitted to use the Workout Facility.
- g) Children under the age of 18 are not permitted to use the Workout Facility without adult supervision.
- h) No food, alcohol, cans or glasses are allowed in the Workout Facility.
- i) No smoking is allowed in the Workout Facility.
- j) Proper footwear must be worn at all times. Bare feet, sandals, work boots or dress shoes are not acceptable.

ARTICLE III COMMUNICATIONS EQUIPMENT

3.01 Communications Equipment Prohibited on Balconies and Terraces. In order to preserve the Condominium as an attractive, first-class residential and commercial development for the benefit of all Unit Owners, the following items and equipment are prohibited on balconies and terraces and in all other locations within the Condominium that are on or outside the exterior of the Building: 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"). Communications Equipment shall be permitted in the Antenna Site Units. To the extent the foregoing limitations are prohibited by law, the Association may accommodate Communications Equipment requests by petition prior to installation.

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) No party other than a Residential Unit Owner, Commercial Unit Owner, tenant or permitted occupant of a Residential Unit or Commercial Unit, the Association or the Declarant shall be permitted to install or attach Communications Equipment to or upon the Common Elements or Limited Common Elements.
- b) No Residential Unit Owner or Commercial Unit Owner or tenant or occupant of a Residential Unit or Commercial Unit may install or attach Communications Equipment to or upon any Common Element or Limited Common Element other than being attached (subject to penetration limits contained in the Declaration) to the concrete slab forming

any balcony or terrace appurtenant to such Residential Unit or Commercial Unit and the railings surrounding such balcony or terrace.

- c) The prior written approval of the board of directors of the Association shall be required prior to installing or attaching any Communications equipment: to or upon the exterior of the Building; to or upon the exterior surfaces of any railings surrounding a balcony or terrace; to or upon any other Common Element or Limited Common Element that is not included in the portions of the balcony or terrace described in Section 3.02(b). All Unit Owners of any Unit with an appurtenant balcony or terrace upon which any Communications Equipment exists or is attached shall indemnify, defend and hold harmless the Declarant, the Association, and the Association's Board of Directors, officers, and members, from and against any and all loss, cost and damage and any and all claims thereof arising from the installation, maintenance or use of such Communications Equipment.
- d) 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 from view of the public and other Unit Owners.
- e) None of the restrictions or requirements imposed by subsections (b), (c) and (d) of this Section 3.02 shall apply to the Declarant, the Antenna Site Units, Antenna Site Unit Owners or the tenants or occupants of the Antenna Site Units.

ARTICLE IV CABLE TELEVISION AND INTERNET SERVICE

4.01 With regard to all cable television and internet services provided by the Association to any Units, Unit Owners and Users shall comply in all respects with legal standards and any service provider requirements.

4.02 Unit Owners and Users must not violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that deemed threatening or obscene or engage in any kind of illegal activity.

4.03 Unit Owners and Users are solely responsible for any consequences or liability associated with any illegal, abusive, or irresponsible use of cable television or internet services by an Owner's guest, invitee, employee, agent, representative, tenant or occupant.

ARTICLE V
PARKING

5.01 Use of Parking Units. It is desirable that parking stall storage be limited in extent and neat in appearance. This will make the garage less hospitable to pests and facilitate cleaning. Thus, the following rules apply:

- a) No storage will be permitted on the garage stall floor.
- b) Open shelving will not be permitted.
- c) Only Rubbermaid Wall Cabinets (27”H, 24”W, 18”D, internal shelf measures 12” deep, cubic space = 5.32 cf) and/or Rubbermaid Fast Track Hang Rail with hooks will be permitted on garage stall walls. Because of differences in parking stall wall space, the Rubbermaid products noted may be configured in array of patterns and must be installed by the management company.
- d) Wall storage mounting must be placed so that storage is within the yellow stall lines and sufficiently above the parked vehicle hood so that the vehicle does not extend into the driving lanes. Care must be taken so that sprinkler heads have at least 18 inches clearance and speaker strobes (the fire system flashing lights and speaker) are not blocked.
- e) On P4, an Association Garage Storage Room (kept unlocked) has a limited amount of space available (153 sq ft for yearly rental fees) for odd shaped/sized objects, i.e., vehicle attachment or tires, not to exceed 11 sq ft per condo unit. Unit Owners who bought parking stalls prior to or on 6/25/2013 may petition the Board to rent space in the Association Storage Room. Unit Owners who purchased garage stalls after 5/25/2013 may also petition the Board for rental space. The Condominium Manager will mark Association Storage Room objects to indicate approved storage and ownership.
- f) Garage storage must comply with any applicable laws, codes, ordinances, regulations, requirements or orders of any government 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 content. For example, the storage of gasoline in cans or other hazardous substances in the garage is prohibited. Further, no activities other than 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 outside the designated vehicle washing area, and the like; skate boarding; painting of items; conducting a business, or performing carpentry, woodworking, metal working, or other hobby work.

5.02 Storage Unit. Any Parking Unit that has been converted into a Storage Unit may be

used for the purposes permitted to Storage Units under the Declaration.

5.03 Removal of Vehicles and Items from Parking Garage.

- 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 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. Unit Owners who will be out of town and leaving a vehicle in the Parking Garage for longer than seven (7) days shall leave a set of their vehicle keys with the Association so their vehicle can be moved if necessary.
- b) The Association shall have the right to 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 5.03(b) 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 5.03 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.

5.04 Identification Tag. The Association may require all owners or operators of vehicles parking in the Parking Garage to display a vehicle identification tag or sticker supplied by the Association in the windows of such vehicles. In the event such an identification tag or sticker is required by the Association, the Association shall not be responsible for any action taken to remove a vehicle that does not bear this required vehicle identification from the Parking Garage.

5.05 Rules for Additional Parking Spaces. If the Association purchases or leases additional parking spaces as provided in the Declaration, the board of directors of the Association may adopt such rules and regulations relating to such parking spaces as the board of directors deems advisable.

5.06 Outdoor Parking Lot. The outdoor parking lot is for visitors to Weston Place. Residents shall not park in the outdoor parking lot if their vehicle will be there for more than 3

hours. The Visitor Parking Permit should be used and displayed by guests of residents who will be parking for more than 5 hours. The Visitor Parking Permit shall not be used by residents. As there has been repeated violations of the use of the outdoor parking lot by non-residents/visitors (i.e., Venture), display of the Visitor Parking permit is important. Vehicles without the Visitor or Resident parking permit may be towed at the vehicle-owner's expense. Specific permission may be granted for special circumstances, with designation on where to park (for example, a vehicle that will not fit in the garage, oversized vehicles, PODS); such circumstances must be coordinated with the Condominium Manager prior to the arrival of such vehicles.

ARTICLE VI PROCEDURE FOR ASSOCIATION APPROVAL OF ALTERATIONS

6.01 Submission of Written Request. Any Unit Owner, tenant or occupant seeking approval of the Association to any alteration required by these Rules to be approved in accordance with the procedure set forth in this Article VI shall submit a written request to the secretary of the Association for such written approval prior to commencing work on such alteration. The written request shall be accompanied by a written description of the proposed alteration, reasonably detailed plans and specifications showing the location and method of installation of such alteration and all penetrations into the Building structure or Building exterior or the Common Elements or Limited Common Elements to be made as a part of such alteration, and any other items required by the Declaration, Articles, Bylaws or these Rules in connection with the approval of such alteration.

6.02 Association Actions Upon Receipt of Written Request. 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 Written Request. The Association or the committee of the Association designated to consider any written 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, 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 Association 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, 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 Alteration. 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. Each Unit Owner, tenant and occupant shall comply with all applicable laws, codes, regulations, 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 Not Applicable to Declarant. Notwithstanding anything to the contrary in these Rules, this Article VI does not apply to alterations and improvements to Common Elements or Limited Common Elements by Declarant during the period of Declarant control, or to alterations and improvements by Declarant to any Unit prior to the first sale or lease by Declarant of such Unit to any other person or entity. Declarant's right to make the alterations and improvements described in this Section is expressly reserved.

ARTICLE VII SECURITY AND ACCESS

7.01 Keys and Locks. The Association shall have the right to retain a master key for all unit entry doors (the "Unit Master Key") or other means of access to each 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 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 Unit Master Key the Unit Owner accepts all responsibility and cost for the replacement and repair of their unit entry door and other damaged common elements, if in case of an emergency the 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 part of the Building shall be borne by each Unit Owner. Public access times to the Parking Garage and Building can be changed with Association approval as long as such change does not have any adverse affect on Commercial Unit Owners or their tenants or Antenna Unit Owners.

7.02 Doors. The doors to the Building, to all access-controlled portions of the Building and to the Parking Garage shall never be left propped open and unattended. Each Unit Owner and Unit User shall notify the Condominium Manager or the Property Management Company immediately in the event of a malfunction in the closing or locking mechanisms of any of the doors.

7.03 Preventing Access to Condominium. Any person whose presence in the Building at any time shall, in the judgment of the board of directors of the Association or the Condominium Manager employed by the Association, be prejudicial to the safety, character, reputation or interests of the Condominium or its 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 of the Association or the Condominium 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 or officers of the Association, or the Condominium Manager employed by the Association shall in any way be liable to any Unit Owner or Unit 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.

7.04 Building Access Codes. Access codes for P1 entry and the elevator are available through the Property Manager. As such codes allow access to residential floors, building security is at significant risk if such codes are shared with nonresidents. Certain circumstances will allow for limited access to a specific floor for a specific duration, such as unit remodeling or repairs, short-term visitors, cleaning staff and caregivers, in which case a fob will be issued rather than a code (see Building Manager). Access codes shall NOT be shared with delivery personnel. Residents are expected to meet delivery personnel on P1, or to arrange with the Property Manager to accept the delivery and contact the appropriate resident. In case of abuse the Association has a right to deactivate an access code and/or fob.

ARTICLE VIII
MISCELLANEOUS

8.01 Amendment. Except as otherwise provided in the Declaration, Articles or Bylaws, these Rules may be amended, modified or restated at any time by the Board of Directors of the Association.

8.02 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.

8.03 Weston Place Assessment and Collection Policy. Appendix I summarizes the assessment and collection policy as proscribed in the Declaration and Bylaws with the appropriate sections provided. It is included in the Rules and Regulations for Owner convenience.

8.04 Voting. Parking Units do not have a vote in the Association appurtenant to all of the Units as stated in the Declaration 6.03. However, Exhibit C in the Declaration Column 2 (% interest for all other purposes) incorrectly lists Parking Units as having a vote percentage. Appendix 2 is the corrected Exhibit C.

Appendix 1
Weston Place Assessment and
Collection Policy

This document represents the adopted collection policy for Weston Place Condominiums; it is based on the applicable sections of the Declaration (Article IX, 9.02) and the Bylaws (Article X, 10.05).

1. Condominium dues are due in the office of the Condominium Manager by the 1st of every month.
2. Dues are considered late or delinquent as of the 11th of every month.
3. If any assessment becomes delinquent, the Association may send a notice regarding the delinquency, and demanding payment thereof, to the Unit Owner at their address on file with the Association. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent and/or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.
4. Interest shall be applied to the full delinquent amount starting on the 12th of every month.
5. Interest shall be applied to the full amount at a rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less.
6. The Association reserves the right to file a lien against the Unit.
7. The Association reserves the right to utilize third party collection efforts. Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the Unit Owner(s) of the Unit at the time the assessment or other sums are levied.
8. Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

Payment Information

Checks are payable to Weston Place Condominiums. Please list the Unit Owners name and unit number on the check. In addition to a personal check, Weston Place offers a free auto payment option. Please contact the Condominium Manager for information:

weston@apexcondomanagement.com

Declaration

ARTICLE IX COMMON EXPENSES AND ASSESSMENTS

9.02 (c) All General Assessments shall be due in advance on the first day of each month, or in such other manner as may be set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

Bylaws

ARTICLE X BUDGET, ASSESSMENT AND ANNUAL REPORT 10.05

10.05. Association Remedies Upon Nonpayment of Assessments. Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted bylaw, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

Appendix 2

List of Units with Percentage Interest and Votes Appurtenant to Each

Unit	Unit Sq. Feet	% Interest for Insurance Proceeds and Condemnation Awards	% Interest Ownshi p Per Ex C w/parking	% Interest for all w/o Parking
20	2,55	0.8315	0.8431%	0.9130
0	3	%		%
20	1,62	0.4640	0.6241%	0.6759
1	0	%		%
20	1,44	0.4251	0.5965%	0.6460
2	4	%		%
20	1,44	0.4251	0.5965%	0.6460
3	4	%		%
20	1,46	0.4322	0.6000%	0.6498
4	2	%		%
20	1,93	0.6463	0.7479%	0.8099
5	8	%		%
20	1,56	0.5317	0.6194%	0.6708
6	1	%		%
20	2,00	0.6635	0.7595%	0.8225
7	2	%		%
20	1,21	0.3800	0.5640%	0.6108
8	6	%		%
20	1,02	0.3143	0.5332%	0.5774
9	5	%		%
21	1,03	0.3185	0.5352%	0.5796
0	9	%		%
21	1,72	0.5142	0.6405%	0.6936
1	1	%		%
21	2,11	0.6884	0.7769%	0.8413
2	5	%		%
30	2,55	0.8532	0.8431%	0.9130
0	3	%		%
30	1,62	0.5117	0.6241%	0.6759
1	0	%		%
30	1,44	0.4615	0.5965%	0.6460

2	4	%		%
30	1,44	0.4615	0.5965%	0.6460
3	4	%		%
30	1,46	0.4691	0.6000%	0.6498
4	2	%		%
30	1,93	0.6916	0.7479%	0.8099
5	8	%		%
30	1,56	0.5652	0.6194%	0.6708
6	1	%		%
30	2,00	0.7062	0.7595%	0.8225
7	2	%		%
30	1,21	0.4059	0.5640%	0.6108
8	6	%		%
30	1,02	0.3359	0.5332%	0.5774
9	5	%		%
31	1,03	0.3403	0.5352%	0.5796
0	9	%		%
31	1,72	0.5360	0.6405%	0.6936
1	1	%		%
31	2,11	0.7200	0.7769%	0.8413
2	5	%		%
40	2,55	0.8966	0.8431%	0.9130
0	3	%		%
40	1,62	0.5390	0.6241%	0.6759
1	0	%		%
40	1,44	0.4857	0.5965%	0.6460
2	4	%		%
40	1,44	0.4857	0.5965%	0.6460
3	4	%		%
40	1,46	0.4938	0.6000%	0.6498
4	2	%		%
40	1,93	0.7286	0.7479%	0.8099
5	8	%		%

406	1,56 1	0.6154%	0.6194%	0.6708%
407	2,00 2	0.7490%	0.7595%	0.8225%
408	1,21 6	0.4317%	0.5640%	0.6108%
409	1,02 5	0.3467%	0.5332%	0.5774%
410	1,03 9	0.3513%	0.5352%	0.5796%
411	1,72 1	0.5688%	0.6405%	0.6936%
412	2,11 5	0.7561%	0.7769%	0.8413%
500	2,55 3	0.9617%	0.8431%	0.9130%
501	1,62 0	0.5629%	0.6241%	0.6759%
502	1,44 4	0.5069%	0.5965%	0.6460%
503	1,44 4	0.5069%	0.5965%	0.6460%
504	1,46 2	0.5153%	0.6000%	0.6498%
505	1,93 8	0.7451%	0.7479%	0.8099%
506	1,56 1	0.6321%	0.6194%	0.6708%
507	2,00 2	0.7703%	0.7595%	0.8225%
508	1,21 6	0.4446%	0.5640%	0.6108%
509	1,02 5	0.3682%	0.5332%	0.5774%
510	1,03 9	0.3731%	0.5352%	0.5796%
511	1,72 1	0.6015%	0.6405%	0.6936%
512	2,11 5	0.7832%	0.7769%	0.8413%
600	2,55 3	1.0160%	0.8431%	0.9130%
601	1,62 0	0.5868%	0.6241%	0.6759%
602	1,44	0.5282%	0.5965%	0.6460%

603	4 1,44	0.5282%	0.5965%	0.6460%
604	4 1,46	0.5369%	0.6000%	0.6498%
605	2 1,93	0.7739%	0.7479%	0.8099%
606	8 1,56	0.6556%	0.6194%	0.6708%
607	1 2,00	0.8131%	0.7595%	0.8225%
608	2 1,21	0.4575%	0.5640%	0.6108%
609	6 1,02	0.3790%	0.5332%	0.5774%
610	5 1,03	0.3841%	0.5352%	0.5796%
611	9 1,72	0.6197%	0.6405%	0.6936%
612	1 2,11	0.8103%	0.7769%	0.8413%
700	5 2,55	1.0539%	0.8431%	0.9130%
701	3 1,62	0.6072%	0.6241%	0.6759%
702	0 1,44	0.5433%	0.5965%	0.6460%
703	4 1,44	0.5433%	0.5965%	0.6460%
704	4 1,46	0.5523%	0.6000%	0.6498%
705	2 1,93	0.8068%	0.7479%	0.8099%
706	8 1,56	0.6823%	0.6194%	0.6708%
707	1 2,00	0.8430%	0.7595%	0.8225%
708*	2 1,21	0.4705%	0.5640%	0.6108%
709	6 1,02	0.3898%	0.5332%	0.5774%
	5			
710	1,03	0.3950%	0.5352%	0.5796%
	9			
711	1,72	0.6379%	0.6405%	0.6936%

712	1 2,11	0.8419%	0.7769%	0.8413%
800	5 2,55	1.1532%	0.8431%	0.9130%
801	3 1,62	0.6637%	0.6241%	0.6759%
802	0 1,44	0.5788%	0.5965%	0.6460%
803	4 1,44	0.5788%	0.5965%	0.6460%
804	4 1,46	0.5883%	0.6000%	0.6498%
805	2 1,93	0.8691%	0.7479%	0.8099%
806	8 1,56	0.7337%	0.6194%	0.6708%
807	1 2,00	0.8991%	0.7595%	0.8225%
808*	2 1,21	0.4957%	0.5640%	0.6108%
809	6 1,02	0.4109%	0.5332%	0.5774%
810	5 1,03	0.4163%	0.5352%	0.5796%
811	9 1,72	0.6726%	0.6405%	0.6936%
812	1 2,11	0.9092%	0.7769%	0.8413%
900	5 2,86	1.3442%	0.9661%	1.0462%
901	6 2,00	0.9279%	0.7559%	0.8186%
902	8 1,99	0.9208%	0.7533%	0.8158%
903	3 2,70	1.5344%	0.9509%	1.0298%
904	7 1,11	0.5395%	0.6048%	0.6550%
905	8 2,37	1.1424%	0.8958%	0.9701%
906	1 1,72	0.7512%	0.7060%	0.7646%
907	7 1,19	0.5304%	0.6188%	0.6701%
	3			

908	1,719	0.7675%	0.7120%	0.7711%
909	2,144	0.9832%	0.8482%	0.9186%
1000	2,553	1.3504%	0.9145%	0.9904%
1001	2,008	0.8850%	0.7489%	0.8110%
1002	1,990	0.8777%	0.7462%	0.8081%
1003	2,351	1.4261%	0.7935%	0.8593%
1004	1,118	0.7466%	0.6890%	0.7461%
1005	2,110	1.1978%	0.8440%	0.9140%
1006	1,723	0.7147%	0.6994%	0.7574%
1007	1,191	0.5049%	0.6130%	0.6638%
1008	1,719	0.7302%	0.7054%	0.7639%
1009	1,884	0.9524%	0.7978%	0.8640%
1100	2,606	1.2490%	0.9145%	0.9904%
1101	2,008	0.9098%	0.7489%	0.8110%
1102	1,990	0.9024%	0.7462%	0.8081%
1103	2,351	1.5303%	0.8833%	0.9566%
1104	1,118	0.5637%	0.5992%	0.6489%
1105	2,110	1.1072%	0.8440%	0.9140%
1106	2,914	1.2768%	0.8984%	0.9729%
1107	1,719	0.7525%	0.7054%	0.7639%
1108	1,884	0.8830%	0.7978%	0.8640%
1200	3,503	3.0384%	1.1820%	1.2800%

Comm	20,881	8.1566%	9.6000%	10.3963%
Parking		5.4445%	7.6592%	
Cable				
Utiity				
Unit %		0.6117%		
Antenna				
Unit %		0.4078%		
	229,557	1.00000	1.00000	1.00000
Total			1.000000	
Parking			0.076592	
W/O				
parking			0.923408	