

The Manors Condominium of Madison Association

I

RESOLVED, upon motion duly made and seconded, at a duly noticed meeting of the Board of Directors of the Association, the following are adopted as Rules and Regulations of The Manors Condominium of Madison, to wit:

No Unit within the Condominium may be leased, rented or occupied by a person other than the Owner at any time, except as provided by the Declaration of Condominium, the Association By-laws and the Rules and Regulations. The Rules and Regulations are intended to supplement the provisions of the Declaration of Condominium and Association by-Laws, and in the event of any conflict between the Rules and Regulations and the Declaration of Condominium or Association By-Laws, the provisions of the Declaration of Condominium and/or Association By-Laws shall prevail.

Any Owner whose Unit is leased, rented or occupied by a person other than the Owner, as of the date of adoption of this Rule, shall be allowed to continue such leasing, rental or occupancy, of that Unit until ownership of said Unit is transferred, provided the Owner timely provides the Association with a copy of the existing lease agreement, rental agreement, occupancy agreement, or a written memorandum of the terms of any oral occupancy, together with the "tenant registration form" as hereafter provided. Such Units will be referred to as "Existing Non-Owner Occupied Units".

All existing lease agreements, rental agreements and occupancy agreements, or in the event of an occupancy by a person other than the Owner under an oral arrangement, then a written memorandum of the terms of the occupancy, must be submitted to the Association within ten (10) days of the date of adoption of this Rule. Owners shall also submit a "tenant registration form" to the Association for each existing tenant/lease, in a form prepared for the Association by the Board of Directors, within ten (10) days of the date of adoption of this Rule, and no less than ten (10) days after executing, modifying, or extending a lease, rental agreement, or occupancy agreement. If an Owner fails to provide such a document and/or "tenant registration form" to the Association as outlined above, the Association may impose a fee of \$100 plus \$5 per day for each day such item(s) is not provided, in addition to other remedies available under the Declaration, this Rule, and Wisconsin law.

All new lease agreements, rental agreements and occupancy agreements, or in the event of an occupancy by a person other than the Owner under an oral arrangement, then a written memorandum of the terms of the occupancy, must be submitted to the Association within ten (10) days of the date of execution of the document or date of occupancy of the unit, whichever occurs first. Owners shall also submit a "tenant registration form", on a form prepared for the Association by the Board of Directors, together with an administrative fee of \$150 for each new tenant lease, within ten (10) days of the date of execution of the document, or date of occupancy of the unit, whichever occurs first. (The Association will pay \$50 of the administrative fee to the management company retained by the Association to administer the Association Rules and Regulations). If an Owner fails to provide such a document, and/or the administrative fee, and/or the "tenant registration form" to the Association as outlined above, the Association may impose a fee of \$100 plus \$5 per day for each day such item(s) is not provided, in addition to other remedies available under the Declaration, this Rule, and Wisconsin law.

If an Existing Non-Owner Occupied Unit is not occupied for a period of 120 consecutive days as documented with the Association in compliance with this Rule, its status as an Existing Non-Owner Occupied Unit shall terminate. Such a Unit shall thereafter be subject to the restriction upon leasing, rental and non-owner occupancy, as specified in this Rule.

The Owner of a Unit must, upon the sale, gift, or conveyance of said Unit, notify any potential buyer or person taking title to that Unit of the Association Rules and Regulations with respect to the non-owner occupancy of Units.

The policy of the Association is to encourage Owner occupancy of Units, such that not more than 45% of the Units are Non-Owner occupied at any one time. This is to assure clear compliance with FHA guidelines for condominium financing, which prohibit FHA financing of condominium projects with high levels of Non-Owner occupancy. Any Owner may apply for a hearing before the Board of Directors of the Association for temporary or special variances in case of hardship. Permission to lease, rent or Non-Owner occupy a Unit may in the event of hardship, be granted in the sole discretion of the Board of Directors.

The policy of the Association is also to discourage ownership of more than 9% of the total Units in the Condominium by any single Owner, or group of related owners within the meaning of FHA guidelines for condominium financing. This is to assure clear compliance with FHA guidelines for condominium financing, which prohibit FHA financing for condominium projects with high levels of single Owner ownership.

In addition to all other remedies of the Association, in the event of three violations

of the Rules and Regulations within a one year period of time, by the owner or resident of a Non-Owner Occupied Unit, as documented in the records of the Association, the Association may upon 30 days written notice to the Owner of the non-owner occupied unit, revoke that Unit's right to Non-Owner occupancy.

In addition to all other remedies of the Association, in the event a Non-Owner Occupied Unit becomes 60 days or more delinquent in payment of its Association dues, as documented in the records of the Association, the Association may upon 30 days written notice to the Owner of the Non-Owner Occupied Unit, revoke that Unit's right to Non-Owner occupancy

Owners may apply for a hearing before the Board of Directors of the Association for temporary or special variances in case of hardship. Permission to lease, rent or non-owner occupy a Unit may in the event of hardship, be granted in the sole discretion of the Board of Directors.

The Secretary of the Association is directed to execute and record at the office of the Dane County Register of Deeds, a statement containing the rental, leasing and non-owner occupancy Rules and Regulations of the Association. The purpose of this is to alert prospective future Unit Owners of such Rules and Regulations prior to their acquisition of Unit ownership.

In the event of the commencement of legal action arising from the tenant's violation of the Association Rules and Regulations, or in the event of an eviction proceeding against a tenant, the Owner of the Unit occupied by the tenant, or from which the tenant is being evicted, as well as the tenant (to the extent not otherwise prohibited by law) shall be responsible for all of the Associations costs in the eviction (including attorney and management fees).

II

RESOLVED, upon motion duly made and seconded, at a duly noticed meeting of the Board of Directors of the Association, the following is adopted as part of the Rules and Regulations the The Manors Condominium of Madison, to wit:

The Association shall impose the following fees, as special assessments against the Units violating the Rules and Restrictions:

1. Pets. \$200 plus \$5 per day of each day in violation, for each pet in violation of the Rules and Regulations. Provided however, such fines shall be abated for a period of 60 days after the adoption of this Rule, to allow existing residents who

may be in violation of the Pet rules, to bring their Units in compliance, and/or to apply to the Board for abatement of the fine.

[For Reference Purposes: Article V, Paragraph 6 of the Declaration of Condominium provides:

“No animals of any kind shall be raised, bred or kept in any Unit or in the Common Elements, except that one (1) dog or one (1) cat or one (1) other usual household pet not exceeding twenty-five (25) pounds in weight may be kept in a Unit (a total of one (1) pet per Unit), subject to rules and regulations adopted by the Board; provided that any such pet is not kept, bred or maintained for any commercial purposes; and provided further than any such pet in violation of rules and regulation adopted by the Board or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall be permanently removed from the Property upon three (3) day’s written notice from the Board”]

2. Over Occupancy. \$200 plus \$5 per day for each person occupying a Unit in violation of the Rules and Regulations. Provided however, that families that currently have 3 children or have a third child born or adopted during their occupancy, shall have 24 months from the later of the date of adoption of this rule, or the arrival of the third child, to bring their Unit into compliance, and further provided that no lease to an over-occupying tenant shall be renewed or extended.

[For Reference Purposes: Article VIII, Paragraph 14 of the By-Laws provides:

“No Unit, whether owner occupied or tenant occupied, shall be occupied by more than four (4) persons (“person” defined in this provision as adults or children) per Unit, nor more than two (2) persons per bedroom within the Unit. This provision shall be enforceable without regard to the age, sex or relationship of occupants.”]

3. Residents Not On Lease. \$50 per person plus \$5 per day for each person occupying a leased unit while not a tenant of that Unit, as listed on the records of the Association.
4. Failure to Provide Required Leased Documents to Association. \$100 plus \$5 per day for each day that a Unit is leased without providing a copy of the lease or memorandum and/or tenant registration form to the Association, as required by these Rules and Regulations.

5. Nuisance and Other Rule Violations. \$25 plus \$5 per day for each day of a nuisance or other rule violation.
6. Outside Storage Violation. \$5.00 per day, commencing 5 days after notice from the Association to remove or clean-up outside storage.
7. Illegal Activity. \$500 per conviction of any resident or guest of the residence, for any municipal ordinance violation, misdemeanor, or felony, occurring on a Unit or Common Area of the Association.

Owners may apply for a hearing before the Board of Directors of the Association for abatement of any of the above fees based on hardship or special circumstances, the granting or denial of which shall be solely within the discretion of the Board of Directors.

III

RESOLVED, upon motion duly made and seconded, at a duly noticed meeting of the Board of Directors of the Association, the following was adopted as part of the Rules and Regulations of The Manors Condominium of Madison, to wit:

Each Unit may park a maximum of two vehicles in the Condominium parking areas. A Unit Owner that has more than two vehicles, shall park the additional vehicles outside of the Condominium property. Violation of this rule will subject the Owner to a charge of \$10 per day for each additional vehicle parked on Condominium property. Owners may apply for a hearing before the Board of Directors of the Association for temporary or special variances in case of hardship. Permission to have more than two cars may in the event of hardship, be granted in the sole discretion of the Board of Directors.

Each Unit Owner will be issued 2 new parking stickers. The Unit Owner may elect to receive 2 (permanent) resident stickers or 1 (permanent) resident sticker and 1 guest (temporary) sticker. The stickers must be displayed in the lower left side of the driver's side of the windshield of each car parked on the Association property. If a vehicle without a sticker is reported to management, it will be subject to towing or removal, at the owner's expense. It is the responsibility of each Unit Owner to make his/her guests aware of this Rule.

IV

RESOLVED, upon motion duly made and seconded, at a duly noticed meeting of the Board of Directors of the Association, the following is adopted as part of the Rules and Regulations of The Manors Condominium of Madison, to wit:

The Association may upon at least 24 hour notice to the resident of a Unit, inspect the Unit to verify its compliance with the Rules and Regulations of the Association. Such inspections shall be conducted by a member of the Board of Directors accompanied by a representative of the management firm retained by the Association.

V

RESOLVED, upon motion duly made and seconded, at a duly noticed meeting of the Board of Directors of the Association, the following is adopted as part of the Rules and Regulations of The Manors Condominium of Madison, to wit:

Personal property of residents may not be stored on patios or on common areas, except as specifically permitted by the Association. The Association's policy, which may from time be amended, is to allow only minimal temporary placement of items on the patios, that cannot practically be kept indoors. The Association retains the right to require a resident to clean up the resident's patio area, and/or remove outside items, as well as to impose a fine for violation of this provision.

VI

RESOLVED, upon motion duly made and seconded, at a duly noticed meeting of the Board of Directors of the Association, the following is adopted as part of the Rules and Regulations of The Manors Condominium of Madison, to wit:

Modifications and/or additions to the exterior of a Unit, including but not limited to decks, porches, trellis-type patio structures, may be made only with the advance written approval of the Association. Such modifications and/or additions, if approved, are subject to the following restrictions and conditions:

1. The Unit Owner shall submit in advance for approval by the Association, detailed plans and specifications, including front and side view drawings, showing the location, style, and materials used for the modification.
2. The Unit Owner shall obtain all necessary municipal building and zoning

permits for the modification.

3. The Unit Owner shall be solely responsible for the maintenance of the modification, in a manner specified by the Association.
4. The Unit Owner shall maintain liability insurance for the benefit of the Unit Owner and the Association, for liability arising from the use of the modification. The Unit Owner shall indemnify the Association from liability arising from the use of the modification.
5. The Association retains the right to require the Unit Owner to remove the modification, upon 30 days written notice to the Unit Owner to do so.
6. The following are modifications/additions existing at the time of the adoption of this rule, which shall be allowed to remain, subject to ongoing compliance with restrictions 2-5 above:

Street	Unit Number	Modification/Addition
Watts Road	7055	Wooden Deck
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Kottke Drive	711	Wooden Deck
Kottke Drive	723	Wooden Deck
Kottke Drive	731	Wooden Deck
Kottke Drive	739	Stone Patio
Kottke Drive	747	Wooden Deck/Trellis
Kottke Drive	751	Wooden Deck
Kottke Drive	761	Wooden Deck
Kottke Drive	769	Wooden Deck
Kottke Drive	779	Wooden Deck
Kottke Drive	803	Wooden Deck
Kottke Drive	813	Wooden Deck
Kottke Drive	841	Stone Patio
Kottke Drive	847	Stone Patio
Kottke Drive	849	Stone Patio
Kottke Drive	853	Stone Patio
Kottke Drive	861	Wooden Deck/Trellis
Kottke Drive	865	Wooden Deck
Kottke Drive	867	Stone Patio
Kottke Drive	885	Wooden Deck/Trellis

