

KRISTI CHLEBOWSKI DANE COUNTY REGISTER OF DEEDS

**DOCUMENT #** 

5138427 03/26/2015 1:06 PM Trans. Fee: Exempt #:

Rec. Fee: 30.00

Pages: 4

Document Number

## NOTICE OF RENTAL RULES THE MANORS CONDOMINIUMS of MADISON

IN RE: The Manors Condominiums of Madison, in the City of Madison, Dane County, Wisconsin.

STATE OF WISCONSIN )ss COUNTY OF DANE )

Alice Cockroft, being first duly sworn, on oath deposes and says as follows:

1. She is the Secretary of The Manors Condominiums of Madison Association, Inc., the condominium association of The Manors Condominiums of Madison, and makes this affidavit on behalf of The Manors Condominiums of Madison Association, Inc. (the "Association")

After recording return to:

Atty. Robert W. Kuehling KUEHLING & KUEHLING LLC 131 W. Wilson St., Suite 501 Madison, Wi. 53703

251/ 0708-264-0101-3

Parcel Identification Number(s)

- 2. On January 7, 2015 the Board of Directors of the Association adopted Rental Rules for The Manors Condominiums of Madison Association, Inc., a true and accurate copy of which are attached hereto as Exhibit A.
- 3. This document is executed to provide public notice of such Rental Rules.
- 4. Such Rental Rules are subject to amendment and revision. Interested parties are encouraged to consult the Association with respect to the current status of such Rental Rules as well as other rules and regulations that may affect the use and occupancy of Units in the Condominium.

Alice Cockroft, Secretary of The Manors Condominiums of Madison, Inc.

Subscribed and sworn to before me this <u>rr</u> day of March, 2015, by the above named Alice Cockroft, as Secretary of The Manors Condominiums of Madison, Inc.

Eyan Polum

Notary Public, Dane Co., Wisconsin.

My commission 2 - 21 - 2016

Drafted by Atty. Robert W. Kuehling

## EXHIBIT A

## MANORS CONDOMINIUMS OF MADISON RENTAL RULES (January 7, 2015)

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).