

RULES AND REGULATIONS of CAMBRIDGE TERRACE CONDOMINIUM

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The following are the Rules and Regulations of Cambridge Terrace Condominium, as promulgated by the Declarant in accordance with the Declaration and Bylaws. These Rules and Regulations may be amended or repealed by the Declarant or the Board of Directors of the Association at any time during the existence of the Condominium. Copies of all amendments to the Rules and Regulations shall be furnished to the Owners by the Board of Directors prior to the time such amendment shall be effective. Capitalized terms not defined herein shall have the meaning attributed to such terms as set forth in the Declaration of Cambridge Terrace Condominium Association, Inc.

The Rules and Regulations shall not apply to Declarant during construction of the building.

A. Parking

1. Primary rules for use of Parking Spaces are found in Section 7.6 of the Declaration.

2. Declarant and/or the Managing Agent may adopt further reasonable Rules and Regulations for the use of Parking to promote the safety of the occupants of the Building, to facilitate maintenance, and as required to comply with requirements of any commercially acceptable garage's liability insurance maintained for the Condominium.

B. Use of Unit and Limited Common Elements

1. Primary rules for use of the Condominium are found in Articles 4 and 7 of the Declaration.
2. No Owner shall allow a Unit to be used for any improper, immoral, unlawful or objectionable purpose, nor shall any Owner do anything to injure the reputation of the Condominium.
3. No Owner, nor any family members, agents, employees, invitees or guests of an Owner shall allow the unreasonable or unsightly accumulation of waste, litter or any form of trash in any area.
4. No outside portion of the Condominium or Unit shall be used for drying laundry, carpets, rugs or clothing.
5. As provided in Section 7.11 of the Declaration, no Owner may erect, post or display posters, signs or advertising material on the Common Elements or areas of Units which can be seen from outside of the Building without the prior written consent of the Association, except that an Owner may erect or post a temporary sign of customary and reasonable dimension relating to the open house of a Unit for sale or lease.
6. No storage of any personal belongings shall be allowed outside of the Storage Spaces or Units.

C. Animals

1. Pets shall be limited to two (2) dogs, two (2) cats, and a reasonable and sanitary number of birds and fish. The keeping of any other animals shall require prior written approval from the Board of Directors.
2. Owners of Pets shall take all reasonable actions to prevent their Pets from being a nuisance, annoyance or danger to any other Owner, or Owner's guests, invitees, agents or employees;
3. All Pet waste shall be immediately picked up and all Pet waste and droppings shall be immediately removed and disposed of by the person in control of the Pet;

4. All Pets shall be leashed and within the immediate control of a responsible person when outside of a Unit; and
5. The Declarant and/or the Board of Directors, in their sole discretion, expressly reserve the right to forbid the presence of so-called "attack" dogs in the Condominium.

D. Increase of Insurance Rates

1. No Owner, nor any family members, agents, employees, invitees or guests of an Owner shall do or act in any manner in any Unit, Parking Space, Storage Space or in the Common Elements which will cause an increase in the rate of insurance on the Common Elements.
2. No Owner shall permit anything to be done or kept in a Unit, Parking Space, Storage Space or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

E. Move-in/Delivery/Freight

1. Freight

All freight must be moved into, within, and out of the Premises under the supervision of the Declarant, Board of Directors or the Managing Agent, and in accordance with the Condominium Documents and such other regulations as may be established from time to time by the Declarant, Board of Directors or the Managing Agent. All moving of furniture, pictures, or equipment into or out of the Premises by Owners or occupants of Units shall be done at such time and in such manner as reasonably directed by the Declarant, Board of Directors or the Managing Agent.

2. Obstruction of Common Areas

Owners and occupants of Units shall not take or permit to be taken in or out of entrances of the Condominium (other than service doors), or take or permit on elevators (other than the freight elevator), any item normally taken in or out through service doors or in or on freight elevators; and Owners and Occupants shall not, whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in anyway, any sidewalk, court, passageway, entrance, foyer, shipping or loading area or any other Common Element unless the Common Element was intended for such placement or storage.

Owners and Occupants shall lend their full cooperation to keep such areas, furniture, and equipment as soon as received directly to the Unit, and shall move all such items and waste that are at any time being taken from the unit directly to the areas designated for disposal. Owners and Occupants shall not overload any floor or including, without limitation, by bringing in or removing any large or heavy articles, and the Declarant,

Board of Directors, or the Managing Agent may direct and control the locations of safes and all other heavy articles and, if considered necessary by Declarant and or the Board of Directors, require supplementary supports at the expense of the Owner of such material and dimensions as Declarant may deem necessary to properly distribute the weight of such items.

3. Moving

The Declarant, Board of Directors or the Managing Agent may establish and provide Owners with "move in and move out" policies for the Condominium, with which all Owners and any and all Occupants of the Condominium shall comply. No furniture, packages, equipment, supplies or merchandise of Owner or Occupant shall be received in the Condominium, carried up or down any elevators or stairways, including, without limitation, the freight elevator, except during such hours as shall be designated by the Declarant, Board of Directors or Managing Agent; and the Declarant or Managing Agent in all cases shall have the exclusive rights to prescribe the method and manner which such articles shall be brought in or taken out of the Condominium.

4. Move In/Out Form

You are required to fill out an online [Move In/Out form](#) due to the Association having too many issues with damage to the building. **There is a \$500 fine for non-compliance, plus cost of damages.** The Association will also require all owners to confirm the name of the occupants/tenant(s) in each unit regardless of rental status.

F. **Leasing Policy**

In conjunction with and not contrary to the terms and conditions set forth in Article 7 of the Declaration the following terms and conditions shall regulate all leasing of units at Cambridge Terrace Condominium:

1. Definitions

- a. **Owner Occupied** shall mean that each unit shall be occupied by one of the following:
 - i. A unit owner who is a natural person.
 - ii. The equitable beneficiary of a unit owner that is a trust.
 - iii. A member of the immediate family of a unit owner who is a natural person.

- b. **Immediate Family Member** shall mean a member of the immediate family of a unit owner limited to parents, grandparents, children, grandchildren, siblings, or in-laws.
- c. **Guest** shall mean someone invited to the unit by the unit owner for a very limited period of time, such as one day to 30 days, while the unit owner is still residing in the unit and no consideration is paid to the unit owner.

2. **Cap**

- a. The total number of units that can be rented at any one time shall be capped at 30% or 13 units. The Board of Directors will not allow any further designations of leasable units until one of the 13 spots becomes available.
- b. Restrictions on leasing contained herein shall not apply to leases of the units by the Association or the leasing of units to the Association.

3. **Leasable Unit Designation Requirements**

- a. The unit must be owner occupied for a least one year from the time the unit owner has taken title to the unit before submitting a request for leaseable unit designation.
- b. The unit owner must submit a request in writing for leaseable unit designation.
- c. If the maximum number of leaseable units has been met, the unit owner will be put on the waiting list until a spot becomes available.
 - i. Waiting list is prioritized and ordered by length of ownership.
- d. Once approved, the unit to be rented shall be designated as a “**leasable unit**”. The unit owner shall have the right to keep the leasable unit designated as such as long as the unit owner adheres to all provisions of the leasing rules and the provisions of Article 7 of the Declaration.

4. **Removal of Leaseable Unit Designation**

In addition to any continued breach of these rules or Article 7 of the Declaration, a leaseable unit designation can be removed under reasonable basis including the following circumstances:

- a. Failure of lease terms to comply with all provisions of the Declaration, Bylaws, and Rules.
- b. The unit has been vacant for a period of 60 days after the previously approved tenant has vacated the unit.
- c. The unit owner of the leaseable unit puts the unit up for sale without a tenant occupying the unit.

- d. Past failure of the unit owner, tenant, or its guests to abide by all provisions of the Declaration, Bylaws, and Rules.
- e. Past use by the owner, tenant, or its guests of any part of the condominium in a manner offensive or objectionable to the Association or other occupants of the condominium by reason of offensive activities, immoral and improper activities, together with any unlawful use of the unit, noise, odors, vibrations, or nuisance.

5. Governing Documents

Pursuant to Wis. Stat. 703.315 any lease agreement entered into by a tenant and a unit owner shall be subject to and the tenant shall comply with Chapter 703, as well as being in compliance with the Rules and Bylaws of the Association and the provisions of the Declaration of the Association.

6. Lease Requirements

- a. Article 7.2(c) of the Declaration states "No Unit may be leased for a term of less than one (1) year." Month-to-month leases are not permissible. Any extensions or renewals of a lease must still be a minimum of one (1) year.
- b. The lease agreement document between the unit owner and proposed tenant shall be in writing and must attach the "Addendum to Condominium Lease" to be signed by both unit owner and tenant.
- c. The lease agreement document shall further contain a default provision in favor of the Association which shall read exactly as follows:

"Any default arising out of the tenant's failure to abide by the Declaration, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation."
- d. Extensions and renewals of the same lease with the same tenant must be in writing and include the date the extension expires.
- e. A complete copy of the lease and addendum shall be provided to the Association at least ten (10) days prior to the execution so that the Association can confirm the Lease meets the requirements of this section.
- f. Article 7.2 (b) states "Any Owner who enters into a lease for a Unit shall provide the Secretary of the Association with a true and correct copy of such lease within seven (7) days after the execution thereof". Both the signed copy of the lease and the signed copy of the addendum must be sent to the Secretary within that seven (7) day grace period.

7. Transfer of Ownership and Administrative Fees

At the time of approval by the Board of Directors, the Association shall have the right to charge the unit owner a transfer of ownership fee for the processing and review of the lease and any subsequent new lease affecting the unit. Extensions and renewals of the same lease are not subject to the transfer of ownership fee. No sub-leasing is allowed.

The fee set by the Association in the initial amount of \$150.00 may be revised or adjusted pursuant to the discretion of the Board of Directors as they may deem necessary from time to time. In addition to the fee set forth above each leasable unit shall be assessed a yearly administrative fee of \$25.00, as long as the unit is considered a leaseable unit. Transfer of ownership fees also apply to sales or re-sales of a unit.

8. Roster of Unit Owners, Occupants, and Tenants

Pursuant to Wis. Stat. 703.15(4) every unit owner shall furnish the Association with their name, contact information, and current mailing address. No unit owner may vote at meetings of the Association or apply for approval of a lease for his/her/its unit until this information is furnished.

Unit owners are responsible for updating their contact information with the Association including changes to all occupants and tenants residing in their unit including names(s), contact information, pet information, vehicle registration, renter's insurance, or any additional relevant information requested by the Association.

9. Enforcement

In addition to the Association's rights as a third-party beneficiary to enforce breaches of the Leasing Policy, the Association, with notice that complies with Wis. Stat. 703.24(4) shall notice the unit owner and/or tenant accordingly. Fines for such violations may be assessed a minimum of \$500 and the rate of \$100.00 per day thereafter in addition to eviction of the tenant.

G. Security

The Declarant, Board of Directors or the Managing Agent may establish security measures for the purpose of regulating the safety, health and welfare of the Occupants of the Building and controlling access to the Condominium.

H. Smoking

Smoking is not permitted in any areas which are part of the Common Elements.

I. Board of Directors

When the Declarant's control of the Association ends pursuant to the Bylaws, or sooner at the election of the Declarant, the Board of Directors shall have all rights of Declarant under these Rules and Regulations.

J. Satellite Dish Policy

1. Owners that desire to install a Satellite Dish must request in writing to the Board of Directors.
2. Owners approved to install a Satellite Dish must comply with the "Satellite Antenna Installation Requirements" and sign the "Satellite Dish Indemnity Agreement" prior to any installation.

K. Grills and Fire Pits

1. Use and/or storage of gas, charcoal grills, and fire pits of any size or capacity are prohibited on any balcony and common area of the building.
2. Electric grills are allowed to be stored and used on balconies, however they must be UL-listed and designed for outdoor use.
3. Gas, charcoal grills, and fire pits can be used if they are more than 20 feet away from the building.