# RULES AND REGULATIONS OF HARBOR PARK PARCEL G CONDOMINIUM ASSOCIATION, INC.

These Rules and Regulations are established pursuant to Article V, Section 15 of the Bylaws of Harbor Park Parcel G Condominium Association, Inc. The purpose of the Rules and Regulations is to provide for the common benefit and enjoyment of the condominium, common elements and limited common elements. These Rules and Regulations may be changed or clarified in the future, pursuant to Article V. These Rules and Regulations shall be observed and are enforceable as if fully set forth in the Bylaws of Harbor Park Parcel G Condominium Association, Inc. The Board of Directors of the Association (the "Board") shall have the authority to grant variances from any of the provisions of the Rules and Regulations where literal enforcement of the Rules and Regulations constitutes an undue hardship on a unit owner and/or where the Board determines that a variance will not unduly and adversely affect any other unit owner or owners.

## Leasing and Rental of Units

A. Provisions in Leases. For the protection of the unit owner, all leases which are entered into on or after the effective date of this Rule shall include provisions in substantial conformity to the following, otherwise such leases shall not be permitted:

1. Incorporation of Declaration, Bylaws, Rules and Regulations. The Condominium Declaration, Bylaws, Rules and Regulations, as from time to time amended, shall be, and hereby are, made a part of this lease and incorporated herein by this reference.

2. Lessee Compliance with Declaration, Bylaws, Rules and Regulations. Lessee understands and agrees that the Condominium Association for the Condominium Parcel of which this unit is a part has the direct right of enforcement against the Lessee for any breach of the Condominium Declaration, Bylaws, or Rules and Regulations, including, but not limited to, unilateral termination of this lease by the Condominium Association for the Condominium Parcel of which this unit is a part upon written notice to Lessee in conformity with Chapter 704 of the Wisconsin Statutes.

3. Eviction of Lessee by the Association. Lessee understands, acknowledges, and agrees that the Condominium Association for the Condominium Parcel of which this unit is a part has the direct right to terminate the lease, without penalty, upon written notice to Lessee in conformity with Chapter 704 of the Wisconsin Statutes.

4. Assignment & Sublease. Lessee shall not assign, sublet, sublease, or grant any license or right to use this unit, or any parts thereof, without in each case the prior express written consent of the Condominium Association. Consent to one such assignment, subletting, sublease, or license or right to use shall not be deemed to be consent to any subsequent assignment, subletting, sublease, or license or right to use. An assignment, subletting, sublease, or license or right to use without the prior written consent of the Condominium Association shall be absolutely null and void and shall, at the option of the Landlord or the Condominium Association, terminate this lease.

5. Condominium Documents. A unit owner shall provide his/her Lessee with a copy of the then most current Declaration, Bylaws, and Rules and Regulations, prior to executing the lease, otherwise such lease shall not be permitted.

B. Documents Provided to the Board. A unit owner desiring to lease his/her unit shall provide all of the following to the Board within the timeframe provided:

1. Application to Rent. A completed Application to Rent in the form adopted by the Board shall be given to the Board at least twenty (20) days before the start of the proposed lease term.

2. Lease Agreement. The unit owner shall provide to the Board no less than five (5) days before the commencement of the lease a copy of a fully executed lease agreement between the unit owner and tenant. It is the unit owner's responsibility to confirm that the Board has received the copy of the lease. If the Board does not receive a copy of the lease from the unit owner, the lease is subject to termination as provided herein.

3. Addendum to Harbor Park Parcel G Condominium Association, Inc. Residential Lease. The unit owner and Tenant shall complete and provide to the Board no less than five (5) days before the commencement of a lease, a fully executed "Addendum to Harbor Park Parcel G Condominium Association, Inc. Residential Lease" between the owner and tenant. It is the unit owner's responsibility to confirm that the Board has received the copy of the Addendum. If the Board does not receive a copy of the Addendum from the unit owner, the lease is subject to termination as provided herein.

C. Events Causing Permitted Leases Subject to Termination. Notwithstanding the foregoing and except as otherwise provided in Section E of this Rule, a lease of a unit which is permitted shall become not permitted upon, and on the date of the occurrence of the first of the following to occur:

1. Death of the last of the owners of the unit to die.

2. Sale or transfer of a fifty percent (50%) or greater interest in the unit by any of unit owner(s).

3. Whenever the unit owner occupies his/her own unit.

4. Written notification from the unit owner to the Board withdrawing the unit owner's desire and/or request to lease his/her unit.

5. Whenever the Board obtains knowledge, or otherwise has reason to believe, that the lease agreement between the unit owner and the Lessee does not include the provisions set forth in and required under the foregoing Section A of this Rule, or whenever the Board obtains knowledge, or otherwise has reason to believe, that the unit owner is not in full

compliance with the provisions relating to the lease of units as set forth in the Declaration, the Bylaws, or the Rules and Regulations.

D. Notice of Lease Termination & Eviction. Upon any breach of the Condominium Declaration, Bylaws, or Rules and Regulations, the Board may terminate the lease upon written notice to the Lessee in conformity with Chapter 704 of the Wisconsin Statutes.

1. When a lease is subject to termination by the death of the last of the owners of the unit, the Board shall notify the current Lessee of the unit, in writing, that such Lessee shall vacate the unit at the end of the term of the current lease. The unit owner shall not be subject to Section D of this Rule until the end of the term of the then current lease.

2. Any attorney's fees or costs incurred by the Board to effectuate any lease termination or eviction under any provision of this Rule shall be charged to the unit owner and be deemed and in all respects treated as an assessment against the unit and unit owner.

E. Penalties on Violating Terms of the Condominium Documents. In addition to any and all other remedies, penalties and fines as provided in the Declaration, in the Bylaws, or in the Rules and Regulations, if at any time a unit owner has a lease of his/her unit in effect which is not permitted, whether it was never permitted or subject to termination, or if at any time a unit owner otherwise fails to comply with or fulfill his/her obligations under the provisions relating to the leasing of units as set forth in the Declaration, the Bylaws, or this Rule, the Board shall notify the owner, in writing, of the violation and allow ten (10) days for the owner to rectify the same. Unless expressly provided otherwise in this Rule, at the expiration of said ten (10) day period, the Board may, in its sole reasonable discretion, charge to the unit owner a penalty according to the following schedule, which penalty shall be deemed and in all respects treated as an assessment against the unit and unit owner:

1. A lump sum fine not to exceed Seven Hundred and 50/100 Dollars ($750.00) for the first violation by the unit owner.

2. A lump sum fine not to exceed One Thousand, Five Hundred and no/100 Dollars ($1,500.00) for the second violation by the unit owner.

3. A lump sum fine not to exceed Two Thousand and no/100 Dollars ($2,000.00) for the third and each subsequent violation by the unit owner, plus a fine of up to Seventy and no/100 Dollars ($70.00) per day until the unit owner comes into full compliance with all such provisions.

F. Documentation of Penalty. Any such penalties charged to a unit owner under Section D of this Rule shall be documented by the Board in writing, with one (1) copy delivered to the unit owner and one (1) copy held on file with the Board. Said copy shall state the penalty so charged to the unit owner and the Board's basis for charging such penalty.

G. Notice to Unit Owners. Effective on September 1, 2015, each and every unit owner is hereby subject to this Rule. Effective on the date on which the Board provides notice to

unit owners of this Rule, but in no case later than the effective date of this Rule, the unit owner is deemed notified of this Rule and further deemed notified that failing to comply with any or all of the provisions relating to the lease of units in the Declaration, the Bylaws, or this Rule will subject him/her to penalties and fines, including but not limited to those under Section D of this Rule, which will be deemed and will in all respects be treated as assessments against the unit and unit owner. Further, effective on the effective date of this Rule, the unit owner is hereby deemed notified that any and all such penalties and fines, including but not limited to those set forth in Section D of this Rule, are in addition to the Board's termination and eviction rights provided by the "Eviction of Lessee by the Association" provision set forth in and required under Section A of this Rule. This Section F of this Rule shall serve as notice to the unit owners of all of the foregoing.

H. Length of Leases. All leases signed on or after September 1, 2015 are subject to a term of no less than six (6) months and no longer than one (1) year. Any lease less than 6 months or longer than 1 year is void and subject to the termination rules as set forth in this Rule.

I. General Provisions.

1. The Board may withhold approval on any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by the tenant or its invitees or 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 noise, odors, vibrations, or nuisance.

2. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of the Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit.

3. A unit owner shall provide his/her Lessee with a copy of the then most current Declaration, Bylaws, and Rules and Regulations, prior to executing the lease, otherwise such lease shall be subject to termination.

J. Affidavit of Relationship. A unit owner leasing his/her unit to a person or persons related by blood or marriage to such unit owner, or a unit owner allowing a person or persons related by blood or marriage to such unit owner to occupy his/her unit, shall first deliver to the current management company, before such a lease or unit occupancy shall be permitted, a duly executed "Affidavit of Family Relationship," in which affidavit the unit owner shall duly swear under oath, depose, and state that the Lessee or unit-occupier is related by blood or marriage to the unit owner and the nature and description of the family relationship; otherwise such a lease or unit occupancy is not permitted unless such is otherwise duly permitted under Section 8 of the Declaration.

1. Persons related by blood or marriage shall be limited to the following relationships of the Owner and/or Owner's spouse: parents, grandparents, siblings, children and grandchildren.

2. The "Affidavit of Family Relationship" shall specifically state the relationship to the Owner.

By action of the Board on _____ ____, 2015 these Rules and Regulations have been adopted to govern the Harbor Park Parcel G Condominium Association, Inc.

_____
Secretary of the Board of Directors

_____
Print name

_____
Date

Due to the requirement that 80% or more of the Units in Harbor Park Parcel G Condominium Association, Inc. are owner occupied (as incorporated by Paragraph 16 of the Declaration), the Board believes that the enactment of rules governing the allocation of consents to rent Units ("Rental Consents") is necessary to effectuate the orderly management of the Common Elements and is necessary to manage the tenants residing in Units at Harbor Park Parcel G Condominium Association, Inc..

The Board believes the best and fairest way to allocate Rental Consents is to do it on a lottery basis amongst all Unit Owners desiring to lease their Unit. The Board hereby adopts the following rules and regulations for the leasing of Units:

1. All Unit Owners that currently lease their Unit shall be permitted to continue to lease Units provided they are in compliance with all of the leasing rules.

2. When a lease slot becomes available, the Board (or its designee) shall send notice to all Unit Owners ("Notice"). All Unit Owners desiring to lease their Unit shall provide a written rental request ("Request") to the Board (or its designee) indicating their desire to lease their Unit. Such Request must be submitted within thirty (30) days of such Notice being posted. The Request shall contain the Unit Owner's name, address, phone number and Unit number. Once said thirty (30) day period has expired, the Board (or its designee) shall randomly select a Unit Owner to be given the Rental Consent from the pool of Requests submitted for said lease slot. The Unit Owner receiving Rental Consent has ninety (90) days from the date they have received the Rental Consent in which to submit a Formal Tenant Application to the Board (or its designee). The Rental Consent shall be revoked if said Unit Owner fails to submit a Formal Tenant Application within ninety (90) days of the Unit Owner's receipt of Rental Consent. A Formal Tenant Application is important to ensure all the information necessary to make a good judgment on the qualifications of the Unit Owner and the proposed tenant is ascertained. If/When, the Board approves the Formal Tenant Application; the Unit Owner shall have sixty (60) days to enter into a formal written lease with the tenant(s). The Rental Consent will be revoked if the Unit Owner fails to enter into a formal written lease with the tenant(s) within said sixty (60) day period.

3. All Unit Owners leasing Units must have the formal written lease approved by the Board (or its designee) prior to the time of tenant occupancy. In the event a tenant moves in prior to the formal written lease being approved by the Board (or its designee), then the Rental Consent shall be revoked and said Unit Owner shall not be permitted to lease his/her Unit for a period of twelve (12) months.

4. All Unit Owners leasing Units must ensure that the Board has a copy of the current written lease on file at all times. In the event that a Unit Owner fails to deliver a copy of the fully executed formal written lease to the Board (or its designee) prior to a tenant moving in then the Rental Consent shall be revoked and said Unit Owner shall not be permitted to lease his/her Unit for a period of twelve (12) months. In the event the Unit Owner extends, renews or otherwise modifies the lease without providing the Association with a copy of said lease within forty-eight (48) hours of the execution of

said extended, renewed or modified lease, then said Rental Consent shall be revoked and the Unit Owner shall not be permitted to lease his/her Unit for a period of twelve (12) months.

5. In the event a leased Unit remains unoccupied for a period greater than ninety (90) days, the Unit Owner shall lose his/her right to lease said Unit and must reapply for a Rental Consent.

6. In the event a tenant and or Unit Owner is cited by the Association for a violation the Association's Declaration, Bylaws or Rules & Regulations twice in a six (6) month period, then said Unit Owner shall lose his/her right to lease the Unit for a period of (12) months.

7. Any Unit Owner who is delinquent in the payment of general and/or special assessments levied by the Board for a period of more than forty-five (45) days shall lose his/her right to lease the Unit for a period of (12) months.

8. All leases must be in writing and in conformance with, and make specific reference to, the legal documents of the Association. All leases shall contain provisions requiring the Tenant(s) to comply with the Declaration, By-Laws and Rules & Regulations of the Association, including the payment of any fine for rule violations. The lease shall specifically contain an acknowledgement that the Tenant has received a copy of the Declaration, Bylaws and Rules & Regulations and that the Tenant accepts all of the conditions. The Unit Owner is ultimately responsible to abide by all provisions and restrictions imposed by the Association's legal documents, whether the Unit Owner resides in their Unit or not. A Unit Owner will be jointly and severally held responsible with the Tenant for violations of the Declaration, Bylaws or Rules & Regulations committed by the Tenant.

9. All tenants must be given copies of the Declaration, Bylaws and Rules & Regulations by the leasing Unit Owner. Tenants should be informed that this information is being provided to them because they are part of the Association by virtue of their residence and are obligated to observe the documents, rules and regulations.

10. All written leases approved after the enactment of these rules shall contain a provision permitting the Board to enforce the terms of the lease and to evict the tenant in the event the tenant violates any provision of the Declaration, By-Laws and/or Rules & Regulations of the Association.

11. Leasing Unit Owners shall make sure the tenant has the following:

a. Access to parking;
b. Keys to mailbox;
c. Declaration, Bylaws and Rules and Regulation of the Association;
d. Emergency numbers; and
e. Landlord's address and telephone numbers.

# HARBOR PARK PARCEL G RENTAL APPLICATION Date _____

**You will be denied rental if you misrepresent any information on this application. If misrepresentations are found after a rental agreement is signed, your rental agreement will be terminated.**

## PERSONAL INFORMATION

Applicant's Name _____ Date of Birth _____

Address _____ Soc. Sec. No. _____

City, State, Zip _____ Home Phone _____

Driver's License No. _____ Other Phone _____

| OTHER RESIDENTS (Relationship) | DATE OF BIRTH | SOC. SEC. NO. |
|---|---|---|
| | | |
| | | |
| | | |

## HOUSING HISTORY

Current Address _____ How Long? _____

Current Landlord _____ Phone _____

Reason for Moving? _____ Rent? _____

Previous Address _____ How Long? _____

Previous Landlord _____ Phone _____

Reason for Moving? _____ Rent? _____

Has an eviction action ever been filed against you or someone you were living with at the time? Yes ____ No _____

If yes, by whom, when, and for what reason? _____

Have you ever been convicted of a crime involving violence to persons or property? Yes ____ No _____

Have you ever been convicted of any drug-related offenses? Yes ____ No _____

Do you owe money to your current landlord or any former landlord? Yes ____ No _____

## EMPLOYMENT INFORMATION

Employer _____ Starting Date? _____

Address _____

Position Held _____ Monthly Income _____

Supervisor _____ Phone _____

Other Employer _____ Starting Date? _____

Address _____

Position Held _____ Monthly Income _____

Supervisor _____ Phone _____

## CREDIT INFORMATION

Bank _____ Type of Account _____

Bank _____ Type of Account _____

Credit References (auto loans, personal loans, credit cards)

_____ Monthly Payment _____

_____ Monthly Payment _____

## OTHER INFORMATION

Automobiles and Other Vehicles

Make and Type _____ Year _____ Color _____ Lic. No. _____

Make and Type _____ Year _____ Color _____ Lic. No. _____

Make and Type _____ Year _____ Color _____ Lic. No. _____

Do you have any pets? _____ If so, what type and how many? _____ Weight of Dog? _____

In case of personal emergency, notify:

Name _____ Phone _____ Relationship _____

Address _____

Name _____ Phone _____ Relationship _____

Address _____

I hereby apply for rental of premises described as: _____

_____ Date Required _____

Term of rental _____, _____ to _____, _____

Monthly Rental $_____ Security Deposit $_____

The applicant acknowledges being furnished copies of the Residential Lease, the Condominium Declaration, Bylaws, Rules and Regulations and Lease Addendum for inspection. The Applicant agrees to sign the completed Lease and Lease Addendum before taking occupancy of the premises. I certify that all of the information provided in this application is true to the best of my knowledge and that my rental agreement may be terminated if I have made any false or incomplete statements in this application. I authorize verification of the information provided.

My rental of said premises is to be limited to use and occupancy by family of size and description above without any right on my part to sublet all or any of said premises.

**I authorize you to contact any references that I have listed, before, during or after my tenancy.**

APPLICANT:

_____ _____

Print Name:_____ Date

NOTE: A SECURITY DEPOSIT IS REQUIRED FROM EVERY TENANT AGAINST DAMAGE OR LOSS TO THE PREMISES, AND SAID SECURITY DEPOSIT **CANNOT** BE USED FOR THE LAST MONTH'S RENT.

# AFFIDAVIT OF FAMILY RELATIONSHIP

STATE OF WISCONSIN )
) SS.
COUNTY OF KENOSHA )

I, _____, being first duly sworn on oath, depose and state as follows:

1. That I am the owner of the condominium unit at Harbor Park Parcel G Condominium Association, Inc., located at _____, Kenosha, WI ("Condominium Unit").

2. That I am leasing my Condominium Unit to _____ ("Tenant").

3. That a true and correct copy of the Lease Agreement with the Tenant is attached hereto as Exhibit A.

4. That the Tenant is a person or persons related to me by blood or marriage.

5. That the nature and description of the family relationship is _____

_____.

6. That I make this Affidavit pursuant to the Declaration, Bylaws and Rules and Regulations of Harbor Park Parcel G Condominium Association, Inc. and understand that any falsification or misrepresentation will result in the immediate termination of the Lease Agreement with the Tenant.

Dated _____

_____

_____
Print Name

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 20____.

_____

Notary Public, _____ County, State of ____

My Commission Expire: _____

**ADDENDUM TO HARBOR PARK PARCEL G CONDOMINIUM ASSOCIATION, INC. RESIDENTIAL LEASE**

This Addendum ("Addendum") is hereby made part of and hereby incorporated into the Residential Lease Agreement dated _____ ("Lease") attached hereto, made by _____, as Lessor, and _____, as Lessee, for the residential real estate at _____ within Harbor Park Parcel G Condominium Association, Inc. ("Premises").

Except as specifically modified by the terms of this Addendum, the provisions of the Lease shall remain in full force and effect. Any capitalized term not defined in this Addendum shall have the definition given to it in the Lease. If any provision in this Addendum conflicts with or contradicts any provision in the Lease, then the provision in this Addendum shall control the interpretation of the Lease and Addendum. The Lease is modified as follows:

1. Incorporation of Declaration, Bylaws, Rules, and Regulations. Lessor and Lessee hereby agree that the Condominium Declaration, Bylaws, and Rules and Regulations, as from time to time amended, governing the Premises shall be, and hereby are, made a part of the Lease and incorporated into the Lease by this reference.

2. Lessee Compliance with Declaration, Bylaws, Rules, and Regulations. Lessor and Lessee hereby understand, acknowledge, and agree that the Condominium Association for the Condominium Parcel of which the Premises are a part ("Association") has the direct right of enforcement against the Lessee for any breach of the Condominium Declaration, Bylaws, or Rules and Regulations, including but not limited to: (a) unilateral termination of the Lease by the Association upon written notice to each of Lessor and Lessee at least twenty-eight (28) days prior to the end of a rent-paying period under the Lease if such rent-paying period is one (1) month or less, or at least twenty-eight (28) days prior to the end of a calendar month if such rent-paying period is in excess of one (1) month, and (b) eviction of the Lessee. Written notice of termination of the Lease shall be deemed given on the date served if personally served, or on the date mailed if mailed by certified mail, return receipt requested.

3. Eviction of Lessee by the Association. Lessor and Lessee hereby understand, acknowledge, and agree that the Association has the direct right, privy, and standing to terminate the Lease, without penalty to the Association, upon written notice to each of Lessor and Lessee at least twenty-eight (28) days prior to the end of a rent-paying period under the Lease if such rent-paying period is one (1) month or less, or at least twenty-eight (28) days prior to the end of a calendar month if such rent-paying period is in excess of one (1) month, and to subsequently evict the Lessee, if necessary, if the Association determines that the terms, conditions, and provisions of the applicable Condominium Declaration, Bylaws, and Rules and Regulations, as may be amended from time to time, termination of the Lease shall be deemed given on the date served if personally served, or two days following the date mailed if mailed by certified mail, return receipt requested.

4. Assignment & Sublease. Lessee shall not assign, sublet, sublease, or grant any license or right to use the Premises, or any parts thereof, without in each case the prior written consent of the Association. Consent to one such assignment, subletting, sublease, or license or right to use shall not be deemed to be consent to any subsequent assignment, subletting, sublease, or license or right to use. An assignment, subletting, sublease, or license or right to use without the prior written consent of the Association shall be absolutely null and void and shall, at the option of Lessor or the Association, terminate this Lease.

5. Relationship of Lessor and Lessee. Lessor and Lessee each hereby represent, covenant, and warrant that: (check one)

_____ Lessee IS a person or persons related by blood or marriage to Lessor.

nature of relationship: _____.

_____ Lessee IS NOT a person or persons related by blood or marriage to Lessor.

IN WITNESS WHEREOF, the parties hereto have each affixed their signatures to this instrument on this _____ day of _____, _____.

LESSOR: LESSEE:

_____ _____

_____ _____