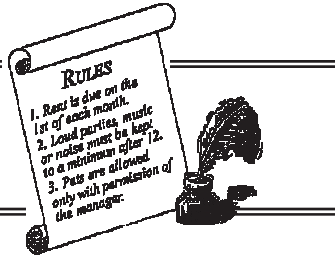

RULES AND REGULATIONS



In addition to the lease or rental agreement, a landlord may have a list of rules and regulations. The landlord is required to notify you of them before your rental agreement begins. Examine all rules carefully and decide if they are compatible with your lifestyle. If the rules don't suit you, don't move in. While there is no limit to the number of rules you may be forced to live with, Kansas law does limit their purpose. All rules must be designed either to benefit the tenants or protect the landlord's property. They must be clear and they cannot be for the purpose of

allowing the landlord to avoid his legal responsibilities. Rules must apply equally to all tenants.

If the landlord wants to change or add any rules during the course of your rental agreement, you and the other tenants will be bound by them only if you voluntarily agree to them in writing. Otherwise, the most the landlord can do is give notice of what the new rules will be when rental agreements renew. This would mean that as long as the landlord followed notice requirements in a long-term lease, the rules would take effect when the lease renewed or went month-to-month. With a month-to-month arrangement, each new month is like a new lease; therefore, the new rules would take effect after a 30-day written notice in advance of a rent date (just like an eviction) whether you agree or not.

SALES AND FORECLOSURES

SALES – In Kansas, when a rental agreement is in place and the property is sold, the rental agreement continues with the same terms and conditions as with the original landlord. If you have a month-to-month agreement, written notice of any changes – rent increase, termination notice, change in rules and regulations, etc. – must be given to the tenant one full rent period in advance of the change taking place. If you have a term lease (i.e. 6 months, 12 months, etc.), proper notice must be given in accordance with the lease requirements.

When tenants have a term lease and rented property is sold, if the new owner does not wish to continue the rental relationship, a "buy out" may be an option. The new owner and the tenant may be able to come to an agreement to terminate the lease in a way that is fair to both parties. For instance, the new owner may agree to cover the reasonable expenses of the tenant's move and the increase in rent the tenant will be paying at the new residence. Any agreements should be in writing and all parties should have a copy. If an agreement cannot be reached, the tenant does not have to move.

FORECLOSURES – If a rental property is foreclosed on while you are living there, your lease may continue or it may not. There are several legal steps involved in a foreclosure action and a significant amount of time typically passes during this process. Specific legal conditions and requirements may affect your right to remain in the dwelling.

At the end of the process, if ownership of the property is transferred to the mortgage holder, a local realtor is often hired to show and sell the property. Sometimes a visit from the realtor is the first the tenant knows about the foreclosure action, so it is important to remember that you may have the right to stay in the property under the same terms and conditions as your rental agreement. If you are in a property that is being foreclosed on, it is strongly advised that you contact an attorney familiar with foreclosure actions and repossessions to help you know your rights.