



Abbey Harbor Condominium Association & Abbey Marina

Rules and Regulations

15.1 **Adoption.** The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the boat slips and the common elements and facilities by the unit Owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of this Declaration or the contracts, documents, and easements referred to in this Declaration, and shall be designed to prevent unreasonable interference with the use of the respective boat slips and the common elements and facilities by persons entitled thereto. The Association members, their lessees, licensees, or guests, and any persons using the boat slips, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate, which may include fines or other penalties. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

15.2 **Declaration Rules and Regulations.** In addition to rules and regulations adopted under Section 15.1 above, the following rules and regulations are adopted by the Declarant as the Declaration Rules and Regulations for **THE ABBEY HARBOR CONDOMINIUM**. The Association members, their lessees, licensees, or guests, and any persons using the boat slips, shall conform to and abide by all such rules and regulations. The following rules and regulations can only be amended by the members of the Association casting an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting. Prior to completion and initial sale of all condominium units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required for any amendment to the following rules and regulations:

15.2.1 A unit owner shall not be allowed to place a boat in a boat slip until the first day of the season (April 1), weather permitting. The unit owner shall remove the boat on or before the last day of the season (November 1). In the event a unit owner fails to comply with this provision, the Association or its agents may take possession of the boat and cause it to be removed for storage at such place as may be convenient for the Association. The unit owners hereby appoint the Association as authorized agent with complete power of attorney to remove a boat from a boat slip and cause it to be stored as herein provided. The affected unit owner agrees to indemnify and hold the Association harmless with



respect to such removal, and to pay all costs and expenses incurred by the Association in removing the boat and causing it to be stored, and all expenses, including attorney's fees, in collecting such costs and expenses from the unit owner.

15.2.2 The maximum allowable beam for a boat maintained in **THE ABBEY HARBOR CONDOMINIUM** shall not exceed fourteen (14) feet. All watercraft shall be subject to all applicable laws, codes, rules and regulations promulgated by any governmental body, agency or authority having jurisdiction, including but not limited to the Joint Uniform Lake Law Ordinance of Geneva Lake, Walworth County, Wisconsin.

15.2.3 Bow pulpits, swim platforms, or any other exterior protrusions from a boat, shall not extend beyond 18 inches over a head pier or land pier or walkway or other boat slip boundary line (such boundary lines being determined by the boat slip dimensions contained in Section 7.2 herein) and shall not in any way impede watercraft, pedestrian or vehicular access to the marina areas.

15.2.4 A unit owner shall not be allowed to place any appendages or attachments to the piers or docks, including, but not limited to, canopies. Any such appendages shall be removed by the Association at unit owner's expense. Subject to prior approval of the Board of Directors, stairs and railings are permitted.

15.2.5 The use of a dock or pier to make major boat repairs, as determined by the Board of Directors in its discretion, is prohibited.

15.2.6 A unit owner shall be obligated to remove any and all temporary tarps, polyurethane bags or covers, or any other material which in the sole discretion of the Board of Directors is considered to be unsightly. Small flags and burgees on watercraft are permitted.

15.2.7 No signage of any kind shall be displayed on a boat/ slip except as otherwise permitted in writing by the Board of Directors.

15.2.8 Unless a unit Owner is also a member of the Abbey Villas Condominium Association, parking is prohibited on the Abbey Villas Condominium property.

15.2.9 The use of carpeting of any type is strictly prohibited on docks and piers.

15.2.10 Use of stand-by or auxiliary generators on boats shall be prohibited in the harbor while a boat is berthed.

15.2.11 No unit owner shall maintain in a boat slip, or attached to a boat within a boat slip, any personal water crafts, or high performance boats, including, but not limited to, wave runners, bombardiers, jet skis, etc.



15.2.12 All ship to shore power cords shall be in good condition, and shall be safely and securely fastened along the pier immediately adjacent to the boat slip, between the watercraft and the utility pedestal box designated for such boat slip. The Association may from time to time specify standards for power cord specifications and their usage.

15.2.13 The marina will be sprayed or treated occasionally for weeds. The Association or its contractor will not be responsible for any damages that may result.

15.2.14 If marina maintenance requires it, the Association reserves the right to move a unit Owner's boat within the marina to facilitate dredging, painting, pier repair, etc.

15.2.15 The use of outdoor cooking grills is strictly prohibited on watercraft, piers, and other areas designated by the Association from time to time.

15.2.16 Pets are prohibited in the Harbor House area.

15.2.17 The landscape plantings of the Association in the common elements shall not be permitted to exceed eight (8) feet in height so as not to obstruct the view to Lake Geneva from the Abbey Resort, without the prior written approval of the owner of the Abbey Resort.

15.2.18 Boat trailers, campers, mobile home trailers, trucks, vacation vehicles and buses are prohibited in any of the common elements of the Association. The Association reserves the right to remove such vehicles or trailers at the unit owner's expense for any violation of this provision by a unit owner or the guest, invitee, lessee or licensee of the unit owner.

15.2.19 The Association reserves the right to remove vehicles or trailers from designated areas (such as fire lanes, garbage pickup areas, and areas that hinder truck or emergency vehicles) at the unit owner's expense. The Association reserves the right to remove such vehicles or trailers at the unit owner's expense for any violation of this provision by a unit owner or the guest, invitee, lessee or licensee of the unit owner.

15.2.20 Upon a unit owner's lease or license of any unit exceeding thirty (30) days, the unit owner shall notify the Harbor Master or the Association of the lessee or licensee's name, address, telephone number, and any other information required by the Harbor Master. All unit owners must also provide the Harbor Master with emergency telephone numbers for each unit and boat slip.

15.2.21 No unlawful, noxious, or offensive activity or activities shall be conducted in or from any boat slip or upon the common elements, nor shall anything be done therein or thereon which is or may become, in the judgment of the Board of Directors, an annoyance or nuisance to other unit owners.



15.3 **Enforcement by Fontana.** The Village of Fontana, Wisconsin, acting through its Village Board, is hereby given and granted the right, but not the obligation, to uniformly enforce the provisions of Sections 15.2.2, 15.2.3, 15.2.11, 7.2, 7.4, and 11.6 herein, following prior written notice to the Association and affected unit owners. Furthermore, the Sections enumerated in the foregoing sentence, as well as this Section 15.3, may not be modified or amended without the written consent of the Village Board of the Village of Fontana, which shall not be unreasonably withheld or delayed.

7.2 **Boat Slips.** Each unit owner, as a limited common element appurtenant exclusively to his unit, shall have riparian rights to use of the space beside the pier or piers corresponding to this unit number as shown in the Condominium Plat, for use as a boat slip. The boat slips in **THE ABBEY HARBOR CONDOMINIUM** are divided into three (3) classes, being Class AA, Class A/B and Class C. The classifications for the respective boat slips in the condominium are shown on Exhibit A attached. The measurements of the respective boat slips, for purposes of class determination, are as follows: The Class AA slips have dimensions of approximately forty-four (44) feet in length and fourteen (14) feet in width, the Class A/B slips have dimensions of approximately thirty-one (31) feet in length and eleven (11) feet in width, and the Class C slips have dimensions of approximately thirty (30) feet in length and eight and one half (8.5) feet in width. Under no circumstances shall a boat of length (exclusive of bow pulpit and/or swimming platform) in excess of forty-four (44) feet be placed in any of the Class AA boat slips, nor in excess of thirty-one (31) feet be placed in a Class A/B boat slip, nor in excess of thirty (30) feet be placed in any Class C boat slip. Provided, that Class AA boat slip 1201 only shall be permitted to accommodate a boat of up to fifty-five (55) feet in length; slip 1204 is initially intended to be utilized by the excursion boat "Abbey Lady." The placement of riparian structures in, and the use of, the waters of the marina as a part of **THE ABBEY HARBOR CONDOMINIUM** is subject to the rights of the members of the public and the State of Wisconsin under Wisconsin law and subject to permits issued by the State of Wisconsin.

7.4 **Combined Slips.** Although a unit owner may own more than one boat slip, no adjacent units may be combined to create a large boat slip, nor may any piers or common elements between boat slips be moved or removed for such purpose. All boats placed within boat slips in **THE ABBEY HARBOR CONDOMINIUM** shall conform in length and beam to the slip dimensions provided in Section 7.2 above, subject to the provisions of Sections 15.2.2 and 15.2.3 herein. This Section 7.4 may not be modified or amended with the written consent of the Village Board of the Village of Fontana, which shall not be unreasonably withheld or delayed.

11.6 **Marina Maintenance.** The Association shall perform maintenance, repair and replacement of the sea wall and sidewalks within and adjacent to the marina, as well as the dredging of the bed of the marina and the channel leading into the marina (pursuant to the agreement of September 4, 1962 with



the Village of Fontana) when necessary. The cost of such maintenance shall be a common expense of the Association.

Additional Rules and Regulations Specific to the Abbey Marina

For everyone's health, safety and convenience, the following are specifically prohibited by the Abbey Marina management, and by Local, State and Federal regulations.

Violation or disregard of any of the foregoing may result in the loss of slip rental privileged and may be subject to such penalties as provided by law.

1. Transferring of fuels, gasoline, oils, etc., between automobile and boats is strictly prohibited and carries a fine of up to \$1,000.
2. Fireworks, sparklers, smoke makers or other such material.
3. Pets in or near the Harbor House pool.
4. Dumping of any fluids into the storm sewers.
5. The use of dinghies, rafts, inner tubes and the like is expressly forbidden in the harbor.
6. Placement of stairs or platforms must be presented first to the Harbor Master for approval.
7. Wave runners, bombardiers, jet-skis, etc., are allowed to be in the slip for the weekend while the slip holder is present. There are not to be kept in the marina when the slip holder is not present.
8. At times the Abbey Marina and Abbey Harbor Condominium Association will host boat shows. During those times boats may need to be relocated for the show. Show host will be responsible for compensation of the use of the slip during those times.
9. Plans and drawings must be submitted, in writing, to the Abbey Harbor Condominium Association Board for approval prior to making any improvements that you may be contemplating.
10. No dumping into the storm water drains.
11. Feeding of water birds and waterfowl including ducks, geese, and/or seagulls in the marina is not allowed. The birds contaminate water and create a mess on boats and walkways.
12. Discharge of gray water into the marina is prohibited. Gray water includes soaps and detergents from boat showers and dishwashing and laundry facilities. These soaps, even those labeled as "biodegradable," contain substances harmful to marine life. Boaters should use low-nitrogen and phosphorous-free detergents.
13. Fish Scraps- please do not discard fish scraps within the marina. Bag the scraps and dispose of them in the dumpsters or garbage cans.



14. The following items may not be placed in the dumpster: oil, antifreeze, paint or varnish, solvents, pesticides, lead batteries, transmission fluid, distress flares, loose polystyrene peanuts, and hazardous waste.
15. At the initial launch of the season boaters are not allowed to blow out the antifreeze into the marina. Boaters are encouraged to capture the antifreeze and recycle.
16. Boaters are not permitted to sand while the boat is in the water. Sanding should occur before the boat comes in during the spring.
17. The use of all paints including but not limited to spray paints is strictly prohibited.