

Abbey Harbor Condominium Association Rules and Regulations

Declaration 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 The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a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included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.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

Abbey Harbor Condominium Association Rules and Regulations

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.

Restated April 20, 2013

Abbey Harbor Condominium Association Rules and Regulations

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.

Abbey Harbor Condominium Association Rules and Regulations

By-Laws 8.1 **Rules & Regulations** The units and the common elements and facilities and limited common elements (sometimes the “commons” shall be used and occupied in accordance with the Declaration, the Articles of Incorporation, these By-Laws, the Declaration Rules and Regulations, and the rules and regulations adopted by the Association from time to time, including the following:

- a) **Use.** No unit owner shall use or occupy his unit or the limited common elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than those provided under the Declaration, by the owner, the owner’s family, or the owner’s lessees, licensees, invitees or guests. No trade or business shall be conducted on the condominium property, except as specified in the Declaration.
- b) **Leases, Licenses, and Other Arrangements.** Owners of units in the Abbey Harbor Condominium may lease, license, rent or otherwise contract for usage of their units and appurtenances (herein “lease”) in their discretion, provided that in each instance the following terms and conditions are met:
 - a. The lease must be in writing, signed by the owner and the tenant, if it is to extend for a period beyond thirty (30) days. Forms for such lease may be provided by the Association.
 - b. The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association.
 - c. Prior to beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease.
- c) **Parking.** No parking space shall be specifically assigned by the Board of Directors.
- d) **Animals and Poultry.** No animals, livestock or poultry of any kind shall be kept or brought upon the commons, except dogs and cats that are household pets of unit Owners or their guests, provided they are kept subject to rules and regulations contained in the Declaration and herein or which may be adopted by the Association regarding same.
- e) **Pet Restrictions.** All pet droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance or annoyance to other unit owners or occupants. All pets are prohibited in and immediately around the Harbor House.
- f) **Obstructions.** There shall be no obstruction of the commons, except as otherwise set forth in the Declaration pertaining to bow pulpits or swim platforms of boats.

Abbey Harbor Condominium Association Rules and Regulations

- g) **Increase of Insurance Rates.** Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.
- h) **Conflict.** The above rules and regulations and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.
- i) **PWC/ Jet Ski/ Wave runner.** Wave Runners, Jet Ski's, motorized canoes, dinghy's or similar, may not be parked in any slip within the Harbor unless the PWC is removed within the same 24 hour period as it is launched. The only exception will be that an owner or renter, (not guest thereof), may be allowed with the expressed permission of the Harbormaster, to slip a PWC for up to three consecutive nights
- j) **Boat Launch.** Owners' and Renters' will be allowed to have friends and family launch their boats at the Abbey Marina ramp for a fee of \$25 per launch. This will be allowed only with a reservation. Due to limitations on parking space. Regular boat launch price is \$35 per launch, which does include parking in the South Wall Lot.
- k) **Trailer Lot Parking.** Owners', Renters' and Members' can rent a space in the South Wall Trailer Lot to store there single or double PWC trailers. The fee is \$250 for a single and \$350 for a double trailer or boat trailer. With the access to the lot each renter will be given 1 key to unlock the padlock and instructions on how to use the davit will be provided. The association assumes no responsibility damages to personal property.
- l) **Trailer Parking.** Owners' & Renters' leaving a PWC or Boat Trailer in the main parking lot will have the trailer removed and put in the south wall storage lot. The fee to get the trailer out will be \$100. If there is a lock on the trailer it will be removed and then towed. However, from 9/15 thru 5/15 boaters may park a trailer in the lot while getting the boat in or out of the water. The association will assume no responsibility if the trailer is damaged.
- m) **Gas.** Refueling any vehicle, boat, watercraft, etc. in the Abbey Marina by an owner, renter, guest or any non-trained individuals is expressly forbidden. This includes but not limited to the Fuelbote. Brining gas or fuel into the marina with gas cans will be confiscated and a fee of \$500 will be assessed to the slip owner and will double and compound.
- n) **Access Cards.** 2 access cards are issued to each slip owner. If the owner of the slip uses it as a rental they are responsible for issuing the cards to the renter. At the end of the season the

Abbey Harbor Condominium Association Rules and Regulations

association recommends that the owner get the cards back. New cards are available for purchase for \$20.

- o) **Association Dues.** Association dues must be paid by January 31st. After that date there will be a 1.5% per month late fee assessed to late payers. We will continue to bill those late fees until they are paid in full.
- p) **Signage.** All signs displayed within the Abbey Marina need to follow the standard guidelines put in place at the February 15th board meeting. Signs can be 12" x 24"; White background; mounted only to boat; Only 1 sign per slip; All signs must be approved by the Harbormaster.
- q) **Insurance.** Boaters shall maintain comprehensive public liability insurance in the amount of \$300,000 per occurrence while the boat is docked at the Abbey Harbor. Abbey Harbor Condominium and its owners shall be named as an additional insured under said policy. Prior to the boat being moored in the Abbey Harbor, boaters shall cause an insurance certificate to be insured to the Abbey Harbor reflecting coverage set forth herein. The boater shall maintain comprehensive Hull Insurance in the amount of \$250,000 while the boat is docked at the Abbey Harbor.

Enforcement of Rules and Regulations

1st Offense	Written Warning
2nd Offense	\$100 Fine
3rd Offense	Fines double each time thereafter. (3rd \$200; 4th \$400; 5th \$800 etc.)