

Abbey Harbor Condominium Association Rules and Regulations  
Restated February 15, 2021

**By-Laws & 1 Rules & Regulations** The units and the common elements 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, including the following:

1. **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.
2. **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:
  - 2.1. 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.
  - 2.2. 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.
  - 2.3. 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.
3. **Parking.** No parking space shall be specifically assigned by the Board of Directors. Parking will be restricted on all holiday weekends (Memorial Day, 4<sup>th</sup> of July, and Labor Day) to one (1) car per slip in the main gated parking lot. With the new access cards, we will be having the cards restricted to 1 access per five minutes.
4. **Animals and Poultry.** The only animals allowed in and with the harbor are dogs and cats. All animals are subject to the rules and regulations of the Association.
5. **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 Harbor House. Pet restrictions for the pool are that no pets whatsoever can be brought into the pool area. Pets can be permitted in the Harbor House if they are a service animal which is defined as a dog that’s individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, including but not limited to: Visual Impairments, Deafness, Seizures, Mobility Impairments, Post-traumatic stress disorder.
6. **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.
7. **Increase In 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

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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.

8. **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.
9. **PWC/ Jet Ski/ Wave runner.** Wave Runners, Jet Ski's, motorized canoes, dinghy's or similar- These items will be permitted to stay within the slip, for the season, with a permit from the AHCA, in the amount of \$500 per unit per year. The item must be titled in the same name as the slip owner. Provided he PWC/ Jet Ski Wave Runner fits with the physical structure of the slip. Any PWC/ Jet Ski/ Wave Runner cannot be tied to the bow or stern of a boat and cannot stick out past the pier structure.
10. **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.
11. **Boat Lifts.** Shore Station boat lifts can be used in the Abbey Harbor. We will no longer permit the use of floating boat lifts. The lifts that are currently in the Harbor are grandfathered in upon the sale of the slip will no longer be allowed in the Harbor. Shore Stations must be approved by the approved vendor that the Board of Directors' has chosen, and all boat lifts must fill out an application and be approved by the Harbormaster.
12. **Trailer Lot Parking.** Owners', Renters' and Members' can rent a space in the South Wall Trailer Lot to store their single or double PWC trailers. The fee is \$250 for a single and \$350 for a double trailer or boat trailer. The association assumes no responsibility damages to personal property.
13. **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.
14. **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 five hundred dollars (\$500) will be assessed to the slip owner and will double and compound.
15. **Winterizing Boats.** Boats are not allowed to be winterized in the marina.
16. **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 association recommends that the owner get the cards back. New cards are available for purchase for \$25.
17. **Association Dues.** Association dues must be paid by January 31<sup>st</sup>. After that date, there will be a 1.5% per

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month late fee assessed to late payers. We will continue to bill those late fees until they are paid in full.

18. **Signage.** All signs displayed within the Abbey Marina need to follow the standard guidelines: 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.
  - 18.1. All signs, flags, and banners are prohibited from display on boats or anywhere in the marina unless otherwise addressed herein and approved in writing by the Harbor Board prior to display. This rule is intended to restrict all kinds of signage to include flags, banners, placards, or other display that may be reasonably interpreted to convey a message to others, with the exception of the United States flag or COSI Burgee, & Yacht Club Burgee.
19. **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.
20. **VRBO.** VRBO or similar type short term rental of boat is prohibited within the Abbey Harbor.
21. **Private Boat Rentals.** Private Boat Rentals are restricted to the Commercial Use Slips located in the 1200 Series of slips.
22. **Quite Hours/ Sound Limits.** Quite Hours will begin each evening at 10:00 P.M. CST
23. **Pollution.** Members and their guests shall not throw or discharge any cans, bottles, refuse, waste, oil, raw sewage or any other inappropriate material into the marina waters. All boats must be equipped with holding tanks or approved treatment devices, such as chlorinators. Absolutely no hazardous waste products: batteries, oils, antifreeze, etc. shall be put in marina trash containers. All hazardous waste will be disposed of properly by member.
24. **Electrical Code.** All connections to marina electrical sources shall be grounded. There shall be no modification of electrical service without prior approval from the Board of Directors. The cost of increasing electrical power and outlets beyond electrical service provided by the marina and installation of the same is the responsibility of the member and must have written approval from the Board of Directors.
25. **Acceptable Items on Deck.** Anything other than tables and chairs must be approved by the Board of Directors.
26. **Guest Policy.** Owners’ and Renters’ are responsible for the conduct and behavior of their guests. Any and all fines will be billed to either the Owner or Renter of the occupied slip.
27. **Maui Mats.** Maui Mats or similar must be stored on the boat or taken with you after use. You cannot leave the Maui Mats on the spud poles, deck, or in the dock box.

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**Enforcement of Rules and Regulations**

1st Violation    Written Warning

2<sup>nd</sup> Violation    \$100 Fine

3<sup>rd</sup> Violation    Fines Double Each Time Thereafter (3<sup>rd</sup> \$200; 4<sup>th</sup> \$400; 5<sup>th</sup>: 800 etc.)