

Abbey Harbor Condominium Association Rules and Regulations
Restated March 14th, 2023

The Rules and Regulations (outlined below) are in addition to the Declaration, Grant of Easements, Articles of Incorporation, and By-laws of the Abbey Harbor Condominium Association.

These Rules and Regulations have been updated as allowed, but in the event of a conflict, the Declaration, Grant of Easements, Articles of Incorporation, and By-laws shall govern. All documents are available on the Abbey Marina website.

The Rules and Regulations apply to all:

- Slip Owners
- Social Members
- Slip Renters (defined as persons renting, leasing, or using slips from owners)

(Hereinafter referred to as “Members,” unless otherwise specified)

Members are accountable for the actions of their family, invitees, and guests.

Signs posted in the Harbor House or common areas will also be considered part of these Rules and Regulations.

A violation of any of these Rules and Regulations will be enforced as described below. Notice of any violation will be sent via email or USPS to the member.

1st Violation: \$100 Fine

2nd Violation: \$250 Fine

3rd Violation: \$500 Fine

For the purposes of these updated Rules and Regulations, the term “harbor” is defined as the Abbey Marina’s body of water. Abbey Marina is the DBA of Abbey Harbor Condominium Association.

Abbey Harbor Condominium Association Rules and Regulations
Restated March 14th, 2023

General

1. **Access cards to Harbor House and Parking Lots:** Two (2) access cards are issued to each slip owner or registered slip renter. Access cards are strictly for use by the member and their immediate family. Cards outside of this use are subject to deactivation. A replacement access card is \$40, and the old access card will be deactivated.
2. **Conduct:** Members are responsible for the conduct and behavior of their family, guests, and invitees. Inappropriate behavior (such as improper language or a disrespectful attitude towards the staff, members, or others), or loud profanity, and the like will not be tolerated. The Harbormaster or manager on duty has the discretion to ask anyone to leave any part of the Abbey Harbor Condominium Association's property (i.e. Harbor House, the Marina, the Parking Lots, or the Pool). The Board of Directors may discipline serious offenses.
3. **Refuse:** On-site garbage cans and recyclable bins are for the disposal of waste generated while in the marina or while on the boat. Dumping or disposing of outside waste bags or bulk items into the Abbey Marina trash receptacles is not allowed.
4. **Pollution:** Members and their guests shall not throw or discharge any cans, bottles, refuse, waste, gas, oil, raw sewage, or any other inappropriate material into the harbor. Absolutely no hazardous waste products such as batteries, gas, oils, antifreeze, or similar shall be discarded in Abbey Marina trash/recycling containers. Any hazardous waste must be disposed of properly by member(s).
5. **Payments:** Association dues, invoices, charges, and fines from the Abbey Harbor Condominium Association or Harbor House Club must be paid by the due date. There will be a 1.5% per month late fee added to all past-due invoices until the amount is paid in full. There will be an NSF fee of \$35 for a returned check.
6. **Non-payment:** In accordance with WI 703.24, any fines or charges not paid by a renter after 30 days will default to the slip owner to pay (including any late fees) and it will be the responsibility of the slip owner to collect from the renter.
7. **Good Standing:** Usage of Harbor House amenities is based on members' good standing within the Abbey Marina and Harbor House Club.
8. **Animals/Pets:** Animals and pets are strictly prohibited in the Harbor House building and pool area. The only animals allowed within the Abbey Marina are dogs and cats. If a member's animal is determined to be a nuisance to other members or to the property in general, the animal will be banned from anywhere on the premises.
9. **Signage in and around the Harbor House:** Members may not advertise or post signs in and around the Harbor House without the written approval of the Harbormaster.
10. **Quiet Hours:** Quiet Hours will begin each evening at 10:00 P.M. CST and end at 8:00 A.M. CST.
11. **Noise limits:** Members must be respectful of surrounding neighbors and houses by limiting music volume, exhaust, or potential noise disturbances at any time of day. Noise limitations also apply to boaters going through the harbor as well.
12. **Use.** No trade or business shall be conducted on the Abbey Harbor Condominium Association property, except as specified in the Declaration.

Abbey Harbor Condominium Association Rules and Regulations
Restated March 14th, 2023

13. **Property Damage:** Members are responsible for all costs of repairing any damage caused by Member's actions.
14. **Smoking:** The AHCA is a smoke-free environment in the following locations. Harbor House, Harbor House Deck, Pool area including Pool pavilion. Smoking, including the use of e-cigarettes and vaporizers, is prohibited in these locations.

Harbor House Pool

15. Pool Rules

The following rules apply to the use of the pool. The Harbormaster or designated staff has the right to remove anyone from the pool area for violating these rules.

- a. No more than 6 persons per membership are allowed in the pool area at any time.
- b. Outside food and beverages are strictly prohibited
- c. No reserving chairs, tables, or spaces with towels, personal belongings, or similar
- d. No roughhousing, inappropriate behavior, or physical disturbances
- e. No outside music is allowed including from Bluetooth speakers, boomboxes, or similar.
- f. Diaper changes or bathing suit changes should be done in the restrooms ONLY.

Parking (Gated parking on the south side and east side: the lot next to the Harbor House)

16. Car/Truck Parking

The following rules apply to all parking lots.

- a. Parking in the lot next to the Harbor House is for short-term parking only.
- b. Parking in the gated lot(s) is limited to 1 vehicle per slip on Holiday weekends and other peak weekends at the discretion of Harbormaster or the Board of Directors.
- c. Each vehicle must display a current-year Abbey Marina parking sticker. Vehicles without a pass will be fined and are at risk of being towed at the members' expense when a lot is full. Each member will receive one parking pass.
- d. Members are not allowed to use their gate card to allow multiple vehicles into the lot(s) and will be fined for any violation.
- e. Oversized vehicles taking up more than 1 spot are not allowed.

17. **PWC and Boat Trailer Parking:** PWC trailer parking/storage is available in the South storage lot only (adjacent to the South parking lot) for \$250 per trailer. Owners or renters must complete the "PWC Trailer Storage Application" and pay the associated fee prior to storing the trailer. Unpermitted trailers will be fined and may be towed at the owner/renter's expense. Boat trailers are not allowed in any of the parking lots or storage areas.

Abbey Harbor Condominium Association Rules and Regulations
Restated March 14th, 2023

Marina

18. **Swimming:** Swimming is permitted in the Harbor House pool only. No swimming is allowed in the harbor.
19. **Boating Season Dates:** Boating season is from April 1 to November 1. No boats may be docked in the Abbey Harbor Condominium Slips outside of those dates. The Board of Directors may modify the boating season dates if deemed necessary for purposes of construction, harbor maintenance, or seasonal allowances.
20. **Slow No Wake:** Boaters must abide by the slow no wake zone in the harbor.
21. **Traffic Light and Line Formation:** Boaters must abide by the Abbey Marina traffic light and form a single-file line when navigating in and out of the Abbey Marina channel.
22. **Parking on Seawalls:** No boat, PWC, or vessel parking is permitted along the seawalls unless otherwise posted. There is a 2-hour parking limit on the seawall adjacent to the Harbor House posted; no overnight parking is allowed.
23. **Boat Launch:** Owners and renters may use the boat launch.
24. **Fueling in Slips:** Fueling is strictly prohibited in any Abbey Harbor Condominium Association boat slip.
25. **PWC (Personal Watercraft) and Jet Ski Policy:** PWCs, jet skis or similar are not permitted within Abbey Harbor Condominium Association slips unless the following conditions are met prior to putting the vessel in the slip:
 - a. The member has completed and submitted the “PWC Application” and it has been approved by Harbormaster.
 - b. The member has included the permit fee of \$500 per PWC per year with the PWC application.

Additionally, only 2 PWCs are allowed to be stored in any one slip. All PWCs must fit within the physical structure of the slip. PWCs cannot be tied to the bow or stern of the primary vessel and cannot extend past the pier structure.

In the absence of a boat, the first PWC will be considered “a boat” for the purposes of the rules and regulations. The slip owner or renter must notify the Harbormaster that the PWC is in the slip in lieu of a boat.

26. **Water Hoses:** Water hoses must be properly re-coiled and stored on the hose frame and turned off when not in use.
27. **Shore Power Cords and Lines:** Shore power cords, dock lines, and other potential hazards must be neatly coiled and out of the way to prevent accidental tripping.
28. **Acceptable Items on Boat Slip Deck:** Anything other than tables and chairs must be approved by the Board of Directors.
29. **Boat Relocation:** Abbey Harbor Condominium Association reserves the right to move a boat within the marina to facilitate dredging, pier repair, painting, or special events, and the like. Notice will be provided to the owner or renter prior to relocating the boat or PWC.

Abbey Harbor Condominium Association Rules and Regulations
Restated March 14th, 2023

30. **Grills:** The use of outdoor cooking grills is strictly prohibited on watercraft, piers, or anywhere in the Abbey Marina.
31. **Maui Mats/Splash Pads/Tubes.** Maui Mats, splash pads, inflatable tubes, or similar must be stored on the boat or removed after use. These items shall not be stored on the spud poles, deck, or on the dock box.
32. **Boat Lift:** Owners may apply for a boat lift with a "Boat Lift Application." The application must be approved by the Board of Directors prior to installation. The boat lift must comply with the lift manufacturer and installer terms as outlined in the application. The proposed lift may not have covers or canopies that obstruct views. Floating boat lifts are not permitted except those that were installed prior to February 15, 2021. Grandfathered lifts (those installed prior to February 15, 2021) cannot be transferred to a new owner with the sale of the slip. A slip renter may not request a boat lift; lift requests can only be done by the slip owner.
33. **Slip Improvements:** Requests for additions or accessories to a boat slip including, but not limited to wood skirting, plastic bumpers, patio deck, or boat lift application must be done at the request of the slip owner. Only authorized fenders can be placed in the slip. Renters should work with the slip owner for any such request.
34. **Boat Repairs and Winterization:** Major boat repairs or winterization is not allowed in the slip or anywhere in the Abbey Marina.
35. **Signage in slips:** Signs and banners are not permitted in slips or around the Abbey Marina unless prior written approval is obtained with the following conditions:
 - a. signage on slips is limited to one (1) - 12"x24" on a white background
 - b. signs can only be mounted to a boat
 - c. must have written approval from Harbormaster.

This rule is intended to restrict any display that may be reasonably interpreted to convey a message to others, with exception of the United States Flag.

36. **Insurance.** Owners or renters shall maintain liability insurance in the amount of \$500,000 per occurrence while the boat is docked at the Abbey Marina. Abbey Harbor Condominium Association shall be named as an additional insured under said policy. A Certificate of Insurance (COI) must be filed with the Harbormaster prior to the boat being moored in slip.
37. **Electrical Code:** All connections to marina electrical sources shall be grounded. There shall be no modification of the electrical service without prior approval from the Board of Directors. The cost of increasing electrical power and outlets beyond the electrical service provided by the marina and installation of the same is the responsibility of the member and must have prior written approval from the Board of Directors.

Abbey Harbor Condominium Association Rules and Regulations
Restated March 14th, 2023

Leases, Licenses, Rentals, and Other Arrangements

38. **Private Boat Rentals/VRBO:** Private boat rentals, VRBO, or similar type of short-term boat rental is prohibited within the Abbey Harbor, with exception of the Commercial Use Slips in the 1200 series of boat slips as specified in the Declaration.
39. **Leases, Rentals, and Other Arrangements:** Owners of units (boat slips) in the Abbey Harbor Condominium may lease, license, rent, or otherwise contract for the usage of their units (herein "lease") at their discretion, provided that in each instance the following terms and conditions are met:
- a. Only Abbey Marina Slip Lease Agreement forms may be used for leasing, licensing, renting or otherwise contracting for the usage of units (slips). Lease Agreement forms are available at the Harbor House or on the Abbey Marina website.
 - b. The Abbey Marina Slip Lease Agreement must be signed by both the owner and the renter.
 - c. A copy of the Renter's Certificate of Insurance must be included with the signed lease.
 - d. The renter must pay a \$125 Membership fee to the Abbey Harbor Condominium Association which must be included with the signed lease.
 - e. Renters must agree to abide by the Abbey Harbor Condominium Association Rules & Regulations. It is the responsibility of the owner to ensure the renter has received a copy of the Abbey Harbor Condominium Association Rules & Regulations. All Abbey Harbor Condominium Association documents are available to the owner on the Abbey Marina website.
 - f. Renter payment information will be kept on file by the Abbey Harbor Condominium Association for the duration of the lease.

Renters will not be allowed to launch into the Abbey Harbor until the Harbormaster has a copy of the signed lease agreement, a copy of the certification of insurance, and payment of the Membership fee.