

**ABBAY VILLA
CONDOMINIUM**

Fontana, Wisconsin

**Resident Handbook
Association Rules and
Regulations**

2017-2018

INTRODUCTION

The Resident Handbook and Association Rules and Regulations provide a framework to encourage security and an enjoyable and peaceful environment for all unit owners, guests and residents.

All unit owners, guests, invitees and their lessees are legally obligated to observe all the provisions of the Condominium Declaration and By Laws as well as Association Rules & Regulations. These rules govern the conduct and common courtesies of all unit owners and residents and any person on the property at the invitation or permission of any unit owner or resident.

Unit owners should retain their copy of the Declaration and By Laws obtained from the Seller at closing. (Additional copies of the Declaration and By Laws are available from the Management Agent for a fee.) All rules, restrictions, and covenants of the Condominium instruments are incorporated as part of these rules and are subject to the enforcement procedures set forth herein. Any violation of these Rules will result in appropriate action to be taken by the Board of Directors of the Abbey Villa Condominium Association in accordance with its powers and duties.

The Board of Directors is elected by unit owners to act on behalf of the collective interests of the Condominium Association. The Board authorizes the Management Company to provide services, maintenance and improvements for the buildings, land & property.

The Management Agent is contracted by the Condominium Association to provide management and administrative services as approved and authorized by the Board.

To the extent of any conflict between these rules and the terms of the Declaration and/or By Laws, the terms of the Declaration and/or By Laws shall control.

IMPORTANT PHONE NUMBERS

Property Manager

Lakes Property Management LLC
910 Wells Street
Lake Geneva, WI 53147

Tel: (262) 249-1922
Fax: (262) 348-9887
Email: Info@LakesPropertyMgt.com

Office Hours: Monday through Friday 8:00 a.m. – 5:00 p.m.

Lakes: Emergency (After hours)

Tel: 1-800-619-8608

Utilities

Alliant Energy (Electric Company)(800) 862-6222
WE Energies (Gas Company)(800) 242-9137
Charter Communications (TV Cable Company)(888) 345-7139
Verizon (Telephone)(800) 483-6000
Spring Grove Alarm (Wireless Fire & Low Temp. Monitoring Co.).(847) 973-9832
Aquaman Pools (Our Large & Kidde Pools)..... (262) 325-3016

Emergency911

Fontana Police Department – non emergency(262) 275-2275
Water Safety Patrol(262) 248-4436

When dialing 911 in an emergency:

If you use a telephone land line from your condo, you will need to advise the phone company handling your service of your new 2016 address on Abbey Villas Circle for the 911 operator. If you notify them, with a land line call from your condo, the 911 operator will have your exact location plotted on a map. 911 land line calls are tied into the new address' we rec'd from the Village of Fontana in the spring of 2016.

If you use a cell phone be sure to use your new address shown on the sign in front of your building (for example: 30 Abbey Villa Circle Unit -H or 30-H Abbey Villa Circle) The address' were changed in 2016 to avoid the delays in Emergency Services finding the correct unit many owners were experiencing with the address change numbers that were given to us 6-7 years ago.

ABBEY VILLA CONDOMINIUM

Rules & Regulations

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1. ASSESSMENTS

In order to accomplish the business-like operation of the property, Unit Owners are required to pay monthly assessments and other charges at the first of each month. Payments may be dropped off or mailed to the Management Agent. Monthly invoices are mailed out each month. Be sure to look for “additional information” relative to “current events or announcements” relative to our association on each invoice.

A late fee of \$50.00 per unit will be levied for each assessment or other charges due to the Association that are not paid in full by the 10th day of each month. Assessments must be postmarked or delivered to the Management Agent no later than the 10th day of the month. Be aware that this is automatically charged even if you are one day late and don't even realize it. Late assessments include those caused by checks returned for any reason. ACH is available, it's automatic and highly recommended.

Unit Owners shall be levied a fee of interest at a rate of eighteen percent (18%) per annum shall accrue on all late payments nonpaid by the 91st day of delinquency. The board may approve payment plans for delinquent payments, which could include elimination of the interest rate, at their sole discretion.

The Condominium Declaration shall be put into effect if payments are 90 days past due. The Board may accelerate the maturity of the remainder of installments of common expenses due from such defaulting Unit Owner for the balance of the assessment year.

The Association shall charge a fee for each check returned for any reason. The charge will be the Association's bank's current rate for returned checks.

If a Unit Owner's delinquency must be referred to the Association's Attorney for collection, all legal fees and costs will be assessed back to the owner's account.

Partial payments shall be credited first, towards any fines, penalties, fees, late charges, legal fees and expenses. Secondly, payments will be made against any past due balances from prior months and then finally to the current month. Any remaining outstanding balance is considered an unpaid assessment and late fees will be charged to the account per the rules above for each month in which there is an unpaid balance.

Unit Owners may not withhold assessments for any reason other than those permitted by law or ordinance.

Failure to Pay Assessments

Upon failure of a unit owner to pay the assessments due for his/her/their (collectively “his”) unit, the Board may notify a unit owner, in writing, of its intent to:

(1) terminate the privileges of said unit owner, his family and/or guests to use of any or all commonly owned amenities (but not including any limited common elements appurtenant to his unit) or

(2) terminate any or all utilities provided and/or paid by the Association, including, but not limited to, the provision of water or cable TV services,

unless all delinquent assessments, interest, late fees, and the costs of collection (which may include reasonable attorney fees) are paid within ten (10) days of the mailing of said notice by certified mail, return receipt requested. An affidavit signed by the Association's secretary attesting to the mailing of said notice, postage paid, shall be conclusive evidence of the date of the commencement of this ten (10) day notice period. Upon lapse of the ten (10) day notice period set forth herein, the Board may, in its sole discretion, terminate the privilege of the unit owner, his family, and/or guests to use any or all commonly owned amenities and/or any or all utility services provided and/or paid by the Association, including, but not limited to water or cable TV services."

2. **BARBECUE GRILLS / PORTABLE HEATERS / OUTDOOR FIRE PITS**

Gas or electric grills are permitted on the limited common area concrete balconies (upper units) and lower unit concrete patio and wood or "Trex" type decks. You are required to have a fire extinguisher within a reasonable distance from the grill at all times. Make sure to regularly check the "charged" gage on your fire extinguisher so it is always fully functional. Gas or Electric Grills are to be a minimum of three (3) feet away from the buildings.

No charcoal grills or lighter fluid are allowed concrete balconies (upper units) and lower unit concrete patio and wood or "Trex" type decks. Hot tubs (pool spas) are strictly prohibited. Additional (spare) grill propane containers may be stored on concrete patio/decks only.(upper and lower) or "Trex" type decks (lower units). Do not store spare propane tanks in your condo or storage closet.

Liquid propane heaters, portable fireplaces or fire pits of any kind are prohibited and shall not be used or stored in the units and/or storage closet.

3. **BICYCLES, TOYS, TENTS ETC.**

Bicycles, Wagons, Strollers toys, etc., can not be left unattended in the roadways at any time and shall not be left out on the grass/driveways/sidewalks overnight or in/on any other common elements.

No bicycles, scooters, roller blades, skate boards, etc. are allowed in the pool area or on the pool deck. Any items left behind will be stored for one week and then disposed of.

If you have bicycles, wagons, baby carriages, extra tables and or chairs, toys etc. they must be stored in your unit, balcony/patio or storage closet not in the hallways, entrance sidewalks or common area property/landscaping. No personal items as described above are allowed to be stored in the common area hallways or any common element. Common area hallways must be un-obstructed at all times. Camping style tents are not permitted on Abbey Villa Property

4. CABLE TELEVISION

Cable television is provided to the units through Charter/Spectrum Communications at 800-581-0081. External antennas or satellite dishes are not permitted on any limited common element or common element including decks. If you would like additional Cable TV services (EX: pay per view, HBO, Showtime, Starz, Cinemax etc.), contact Charter/Spectrum Communications and they can arrange to modify your account and invoice you directly each month for the difference in fees.

5. COMPLAINTS AND GRIEVANCES

“Renters” are to direct all complaints to the attention of their Unit Owner or rental agent. Any Unit Owner, Resident or guest observing an infraction of these rules, a violation of the Condominium Rules and Regulations and/or By-Laws or other unseemly action or conduct detrimental to the building should report such action in writing, a phone call (or email) to the Management Agent.

6. CONSTRUCTION / REMODELING

Any Unit Owner interested performing construction in their unit must follow the guidelines as set in the Declaration By-Laws and in these Rules & Regulations. **Your board recommends you call Ryan of Lakes Property Management (associations management company) for guidance on your remodeling project before you begin talking with contractors and ordering materials and appliances.** The vast majority of remodeling projects require board approval and that one phone call to Ryan can save you time and money. Without making that one call, could require additional work on your part or your project may be shut down if your project was not approved by the association board and/or Village of Fontana Department of Building and Construction. You could also be required to remove it. It is highly recommended to call Ryan for guidance before your design stage of your remodel. As an owner please remember, it is your responsibility to obtain board approval of your remodeling project not your contractor’s responsibility. Many projects also require Village of Fontana building permits and their final inspection approvals. DO NOT rely on statements made by your contractor.

For purposes of this Rule, construction does not include repairs or improvements to, or replacements of existing finished walls, ceilings, fixtures and cabinetry not affecting or part of the Limited and Common Elements property.

For the purposes of this Rule, construction **includes:**

- Changes to Heating, Hot-Water Tank, Water Softener and Air Conditioning systems.
- Changes to plumbing systems (moving or relocating any Utility lines or fixtures I.E. gas, water, electric etc.)
- Installation or changes to a fireplace
- Demolition and/or construction of interior walls
- Any project potentially affecting the structural integrity of the building
- Changes to flooring
- Changes to life safety systems, utilities, etc.
- Changes to exhaust systems.
- Changes which impact on or changes to or affecting Limited and Common Elements including doors, windows, subfloors, common walls, roofs and decks.
- The only GAS appliances in your units are your furnace and pilot light in your fireplace for your ceramic logs. Your Hot Water Tank, Cooktop/Oven & Clothes Dryer are Electric and when replaced are to be replaced with an Electric appliance.

Construction proposed by Unit Owners to be done within any Unit must be submitted to the Board for review and approval no less than fourteen (14) days in advance of the start of work. Such approval shall not be unreasonably withheld. Work will not be permitted to start, and will be stopped by the Association, if the following documents are not submitted to the Management Agent for review and approved in writing by the board prior to start of work:

- Plans or written work description in sufficient detail to clearly indicate the extent of construction. The Board may require plans that are prepared by an architect/engineer that is licensed in the State of Wisconsin.
- A list of General Contractor and all Subcontractors with contact names, addresses and normal, emergency and pager or cellular phone numbers.
- Standard form of Evidence of Insurance of the General Contractor and all Subcontractors listing the Unit Owners, the Association, It's Board of Directors, the Management Agent and their respective Officers, Directors, Employees and Agents as additionally named insured. At a minimum, liability coverage must be in the industry standard amount of One Million Dollars (\$1,000,000.00) plus adequate workmen's compensation insurance.
- A Letter of Guarantee (see attached, noted as Addendum A) to the Association by the Unit Owners assuming responsibility for repair, including cleaning of any damage incurred to Common and/or Limited Common Element Property.

The Board may require any Unit Owner or Resident who performs construction in a Unit without prior Board permission to remove the addition, alteration or improvement and

restore the Unit to its original condition at the Unit Owners expense. If the Unit Owner or Resident fails to do so, the Board may cause such work to be “undone” and charge the Unit Owners for it. The Board may also assess daily fines against the Unit Owners until the violation has been corrected. Attorneys’ fees incurred by the Association will also be charged to the owner. If construction is completed without board approval and/or the proper “permits and inspection” approvals from the Village of Fontana, your unit could lose it’s occupancy permit until these construction violations resolved or removed.

All construction work must comply with all applicable building, health and safety codes. The Association’s or Management Agent approval of any construction plans or actual work does not mean the work complies with applicable codes. Management Agent and the Associations consulting architect or engineer, if any, retains the right to inspect all construction or renovation work throughout its process and after work is finished for compliance purposes.

It is your responsibility to obtain the proper Village of Fontana permits for your construction project. The Village now requires permits to change and install new Hot Water tanks & Dishwashers.

Construction is permitted between the hours of 8:00 a.m. and 5:00 p.m. on weekdays. Work will also be allowed on Saturdays from October 1st through May 15th between the hours of 10:00 a.m. and 4:00 p.m. Otherwise, no work is to be done on weekends and/or holidays. There is no major construction/remodeling allowed between June 15th and September 1st with the exception of a major re-model due to catastrophic damage. Any garbage “dumpsters” that are needed during construction need to be parked in a “visitor” parking spot or the assigned parking spot of the unit under construction. Make sure your contractors know where to park their vehicles (your one assigned parking spot or guest/visitors) and DO NOT park in other owners assigned parking spots (or they may be towed at their expense). If you will be using a storage “POD”, make sure it is located in a “Visitor” or your one assigned parking spot. Do not block other owner’s parking spots or you may be fined and the “POD” towed away at your expense. If you do use a “POD” for storage, you are required to advise the management company an approximate time frame (start & end dates) the “POD” will be on Abbey Villa property.

“Porto-Potties” are not allowed on Abbey Villa property without prior board approval. If your contractor will need a “Porto-Potty”, you will need to send your request to the property manager for board approval. There may be restrictions on length of time and specific location of the unit.

Unit owners are responsible for providing a spare set of keys to their workers and are solely responsible for the worker’s actions while on the Property. The Association is not responsible for monitoring the Unit Owner’s worker(s) on site, unless the Association has entered into a contract with the Unit Owner. The Association’s management will from time to time come by and observe the construction to validate the contractor is following the associations rules and regulations.

Removal of construction debris, old appliances, old cabinets, discarded carpeting or flooring from their unit is the responsibility of the Unit Owners and Residents. Unit Owners will be charged for any extra cleaning of the common areas and for any additional scavenger expenses necessitated by such construction.

Any damage to the Association's common or limited common elements or to other Units in the building caused by any construction or renovation work being done shall be repaired at the expense of the Unit Owner causing the damage.

7. DISTURBANCES

All Unit Owners, Residents and guests have a right to the quiet and peaceful enjoyment of their units. Any sustained noise that can be heard in adjoining units will be considered a disturbance. The board retains the authority to fine the unit owner of the offended in unit as described below.

Unit Owners and residents who have a complaint are encouraged to contact the offending Unit Owner or Resident and advise him or her of the problem/complaint before filing a written complaint with the Management Agent. If you know the unit is being "rented", for immediate assistance the owners can either contact the "RENTAL" property management agent, the owner if rented by the owner, the Fontana police department or file a formal complaint with Lakes Property Mgmt. If a formal complaint is filed with Lakes Property Mgmt., a record of that "complaint" will be recorded; the unit owner will be notified and be fined. Pictures or video's from your cell phone of these disturbances or rules violations are not required but help tremendously in supporting your complaint.

No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

Unit Owners and Residents are encouraged to call the police department in case of disturbances when the Management Office is closed (Lakes Property Management or if the unit is a rental, the managing agent is closed) or if there is a potential health, safety and fire hazard exist.

8. FINE POLICY

A \$250.00 fine will be levied against anyone who violates the Rules and Regulations, Declarations and/or By-laws. If a second offense is reported, a \$1,000.00 fine will be levied.

A \$5,000 fine will be levied against violators who use Fireworks on Abbey Villas Property. The fine will be enabled on each occurrence of the use of fireworks.

To fine a Resident-

If any owner notices a violation and wants the Board to take action, the following Form **'COMPLAINT OF VIOLATION'** must be filled out by the witness of the violation. A copy of this form is provided on Page 16. **This form MUST be completed, filled out and submitted to the Management Agent in order for the Association to fine a resident.** Additionally you may have to provide additional affidavits as necessary to the Association Attorneys. Pictures or video's from your cell phone of these disturbances or rules violations are not required but help tremendously in supporting your complaint.

If you are fined-

If a violation is submitted via the Form **'COMPLAINT OF VIOLATION'** you will receive the Form **'NOTICE OF VIOLATION.'** A copy of this form is provided on Page 17 of these *Rules and Regulations*. If you believe these charges to be unjustified, you must follow the steps as outlined in the *Rules and Regulations page 18*. Under the Rules, if you fail to request a hearing on these charges, you will be found guilty by default, and fines, charges, costs, expenses and legal fees may be assessed against you and added to your account.

If a violation is determined and you fail to make, and notify the Managing Agent of, an appropriate correction within 15 days of the date of Notice of Determination, you will receive a second NOTICE OF VIOLATION. The Association will, upon such notice, correct the violation or take legal action to do so at your expense plus an administration charge of \$50.00, all as an assessment.

You may request a hearing by signing, dating and returning the REQUEST FOR A HEARING form on page 18 within ten (10) days to the Managing Agent at the address below.

9. INSURANCE

Nothing shall be done or kept/stored in any unit or in the Common or Limited Common Area which will increase the rate of insurance on the Association, 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 or insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance.

Each Unit Owner is responsible for obtaining Condominium owner's insurance on the contents of their own unit. Each unit owner must have a minimum of 1 million dollars (\$1,000,000.00) Liability coverage. Contact your personal insurance agent for your specific needs. Owners are required to send a certificate of insurance indicating the minimum One Million dollar liability coverage to the management company annually.

Unit Owners must also ensure that hired contractors carry appropriate insurance for any work done on the Association's premises, including work done within individual units (see rules for construction in Section 6).

Mortgage lenders will often require proof that the Association has maintained its insurance coverage. This is accomplished by calling the management company. If needed, the name and telephone number of the association's insurance agent can be acquired by contacting the Management Agent.

10. LEASING / SELLING

A Unit Owner may sell their Unit without obtaining permission from the Board of Directors provided that it is done in compliance with the Condominium Declaration and By-Laws and the following rules:

- Notify the Management Agent of your intentions to sell before you put your unit on the market.
- Prior to the sale of a unit, contact the Management Agent for a list of information that must be submitted prior to the sale of the unit.
- Unit Owners are allowed to rent their unit; however, the owners/tenants are obligated to comply with all the provisions of the Wisconsin Condominium Owners Act (the "Act"), the Declaration of Condominium for Abbey Villas Condominium (the "Declaration"), the By-Laws of Abbey Villas Condominium Association, Inc. (the "By-Laws"), and these Rules and Regulations (the "Rules"). Unit Owners are also fully responsible for the actions of their tenants. A tenant's failure to abide by these provisions may result in removal of the tenant(s) from Abbey Villas or a fine to the owner of the unit. In the event a tenant violates any of these provisions, the Association Board reserves the right to exercise all remedies afforded to the Association by the Act, the Declaration, the By-Laws or these rules.
- If a complaint is filed from another owner against a tenant in a rented unit, the fine will be assessed against the owner. It is up to the owner then to collect the fine from their tenant, their rental agent or pay it themselves. We suggest you are very specific & detailed regarding communicating the Abbey Villa By-laws & Rules and Regulations with your rental agent and/or Tourist Rooming House guests. It is recommended to keep a copy of the Rules and Regulations in our unit for your guests to review.
- **If you rent your unit, every year you are required to obtain State of Wisconsin "Tourist Rooming House" Rental Certification.** A copy of your state approval certification must be forwarded to the Abbey Villa Condo Management Agent. The State of Wisconsin "Tourist Rooming House" rental laws were created not only for

the safety of the “Transient” but also for the safety of the owners of units in the same building as the rental unit. No more than 30% of Abbey Villa units can be rented at one time.

Renting your unit without first obtaining your “Tourist Rooming House” certification will result in an Abbey Villa Association fine or fines as well as State of Wisconsin compliance fines. If you need help obtaining rental certification, contact Lakes Property Management and they can handle this process for you for a nominal fee. Walworth County has created a “Tourist Rooming House” compliance office to investigate & fine those that do not follow the State of Wisconsin “Tourist Rooming House” laws. It is recommended to apply early in the year (January & February) for [U1][U2][U3] this certification as the Fontana Department of Building & Construction & State Department of Public Health have limited resources and are usually very busy in the months of April & May. If you wait and apply late in the spring, you may not get certification until the summer months forcing you to miss some early rentals. Do not call the management company or any board member as they do not have any influence (or clout) with the State of Wisconsin, Village of Fontana or County of Walworth to speed up your application process.

- Assessments are the responsibility of the Unit Owners of record until the Management Agent receives the necessary information in the case of a long term (more than 30 days) rental agreement.
- Leases (for more than 30 days) of any one or more Units must be in writing and a copy of the lease shall be delivered by the Unit Owners to the Management Agent within fifteen (15) days after the lease is signed and prior to the occupancy by Lessee, whichever comes first. A signed affidavit must be provided to the Management Agent to assure that tenant has received a copy of the Abbey Villa Rules & Regulations. If you rent your unit, you are required to obtain renters insurance.
- On or about January 1 of each year (and any time after), a Unit Owner must inform the Association Board of his/her/their intention to lease his/her/their unit for any portion of the calendar year. All Unit Owners or their managing agent, desiring to lease their units for any portion of the calendar year must notify the Board of their intention. If a Unit Owner decides to lease his/her/their unit after January 1, he/she/they must notify the Association Board of this intention not less than ten (10) days prior to the occupancy of the Unit by a lease.
- Upon request from the Board, any Unit Owner(s) must provide the Association Board with the following information regarding occupancy of his/her/their unit within seventy-two (72) hours of receipt of the request:
 - (1) whether the unit was leased on a particular day or days;
 - (2) the number of persons occupying the unit on the day(s) in question; and

(3) the duration of the lease.

11. LOCKS / KEYS / LOCKOUTS

Every owner is required to provide two (2) sets of keys to the Abbey Villa's managing agent (Lakes Property Mgmt.). One set for the managing agent and the other for the Emergency Services (Fire, Police & EMT) NOK box. If you change your locks you are required to send in two sets of the new keys. If you installed a new "Touch Button" code lock you are required to give that combination to the association's managing agent (Lakes Property Mgmt.) who will in turn see that its available in the Emergency Services NOK box.

If the Unit Owners or Tenants (as listed on lease supplied to Management Agent) is locked out of their Unit and needs Management Agent to unlock the Unit during normal business hours (8:01 a.m. – 5:00 p.m.) there will be no charge from the Managing Agent. If this occurs after normal business hours unlocking the unit and/or common area will be at the discretion of the Management Agent. In the event a lockout occurs and the Management Agent provides lock out services during the hours of 5:01 p.m.-11:00 p.m., there will be a \$75.00 charge, and during the hours of 11:01 p.m.-8:00 a.m., the charge will be \$100.00. Owners are encouraged to keep a spare set of keys in your wallet, purse, car or with a neighbor. For lock out service you may contact Bay Lock located in Williams Bay at 262-245-5953.

12. MAINTENANCE WITHIN UNITS

Unit Owners shall be responsible for proper maintenance of all mechanical equipment and appliances within and/or associated with their units, including but not limited to heating and air conditioning units, hot water tanks, appliances, circuit breakers, toilets, all plumbing fixtures, etc., if any.

13. NOTICES, SIGN, LEAFLETS AND ADVERTISING

Residents are prohibited from posting notices, signs or advertisements in the common areas or limited common areas of the building.

Signs may not be attached to the exterior of the building or placed in any window. This includes "for sale", "for rent" or any other signs. "Open Houses" are prohibited at the Abbey Villas.

With the exception of newspaper deliveries, no residents or vendors are permitted to deliver commercial materials, flyers, menus, notices, etc. in any other part of the common elements, including under residents' doors without Board approval. Distributing material to individual units is permitted only for official business of the Association or Management Agent.

14. PARKING

Each condominium unit includes one parking spot. These spots are assigned and match your unit number/letter. Owner assigned spots are marked "Reserved" with your building number and unit letters "A" thru "H". Visitor parking are spots labeled with the one word "Reserved" with no lettering/numbering. Due to the limited parking available, please make sure you and your guests do not park in another owner's assigned parking spot or there is a possibility that vehicle might be towed at your expense.

If you have a boat in the Abbey Marina, you may park in the Marina parking lot (see Harbor House/Abbey Marina for their rules regarding parking). Unit Owners can also purchase an annual Fontana municipal parking pass, for a nominal fee, known as an "F" Parking Pass at the Fontana Village Hall for discounted parking on all village parking metered property.

There shall be no outdoor parking of any type on the grass areas of Abbey Villa property. This includes but not limited to cars, trucks, SUV's, trailers, any watercraft, snow mobile or campers. The village of Fontana municipal parking lots on Fontana Blvd can handle and park all these at a nominal fee.

15. POOL

Unit Owners will insure that they and their Residents, Tenants or Guests will follow the rules posted within the pool areas.

The pools are for the use of condo owners only. If any condo owner suspects that unauthorized people are using the pool, the owner should inform the people that the pool is for owners and guests only. If the people do not leave, then the owner should contact the Police Department.

Unit owners, residents, tenants or their guests swim at their own risk when no lifeguard is on duty. Children under the age of 13 MUST be accompanied by an adult at all times. Lifeguards are on duty weekends and holidays from approximately 10:00am to 5:00pm from Memorial Day Weekend thru Labor Day Weekend (weather permitting).

No glass of any kind is allowed in the pool or the pool area. This includes liquor bottles in coolers at the pool or on pool area tables.

Chalk is strictly prohibited within the pool area.

The Abbey Villa Lifeguard equipment is there for use in an emergency. Lifeguard equipment (floats, lifeguard chairs, life-hooks etc.) are not toys and we ask that you treat

all this equipment with the respect it deserves so they are always available if and when they are needed in an emergency.

It is everyone's responsibility to clean up after himself or herself when leaving the pool area – including **closing the umbrellas**.

Young children must wear a swimming diaper while in the pool. State health codes require the closing and cleaning or treating of the pool if human waste enters the pool. Any cost incurred by this happening will be charged to the Unit Owners whose child, guest or tenant is involved. (i.e. the cost to treat, clean drain, and/or refill the pool).

No towels, swimsuits or other items maybe draped over the pool fence, condo unit's balcony or deck railings.

The Pool Lifeguards and Management Agent reserve the right to restrict certain items from the pool or pool area. (Example: extra large oversize inflatable toys, loud music from Boom Box type systems etc.)

16. SECURITY SYSTEMS

If you have an alarm system in your unit you must supply the Management Agent with any security codes which will be used for emergency purposes only.

In general:

Make sure you can identify who you are allowing to enter your premises.

Keep building entrance doors closed at all times. Do not prop any doors open. Remember that all residents are responsible for our buildings security. If your unit is under construction, make sure all your contractors know not to prop open our building doors.

Report any suspicious activity to the Management Agent during business hours and to the Fontana Police after hours.

17. TRASH / RECYCLING

All garbage must be tightly bagged and disposed of in the refuse containers provided by each building. Please do not leave garbage bags in our hallways, as such action creates a health issue and can attract insects and wildlife if the doors are left open.

Please place all cans, bottles, newspaper and cardboard into their appropriate recycling containers at the trash areas.

No hazardous or flammable materials should be deposited or placed in the trash areas.

Large items such as furniture or appliances etc. may not be placed in the trash area. Our association is charged “extra” for these types of garbage pickups. It is the Unit Owner’s responsibility to schedule the pickup of large items and our Association is not responsible for the cost of removal of such items. You can call the management agent for name and phone number of our trash pick-up service vendor to schedule this service.

18. UNIT ACCESS

Representatives of the Board of Directors or the Management Agent shall be entitled to reasonable access to the individual units in connection with essential safety inspections, emergencies, maintenance, repairs or replacements to common systems per the Condominium Declaration and By-Laws. In an emergency, the Management Agent will attempt to contact the Unit Owner. If the Unit Owner cannot be reached immediately, the representatives of the Board of Directors or the Management Agent shall enter the Unit without notice.

Unit Owners are required to leave a set of keys for their unit and provide the access code for any alarm system installed in the unit with the Management Agent in order for them to access the unit for the purposes specified in the item above. In event that keys and/or codes are not left with the Management Agent and emergency access to the unit is required, the Unit Owners shall be responsible for any damage or associated costs which may occur as a result of the required entry by the Management Agent. See section # 11 “LOCKS / KEYS / LOCKOUTS”

19. UNIT OWNERS RESPONSIBILITIES

All Unit Owners and Residents should familiarize themselves with the Association Declaration, By-Laws, and these Rules & Regulations to fully understand their rights and responsibilities as members of the Abbey Villa Condominium Association. A failure to read these documents does not limit Unit Owners or the Residents liability.

If a Unit or the Common or Limited Common Elements are damaged as a result of the actions of a Unit Owner, Resident, their families, guests, other authorized visitor, contractor or the operation of the Unit, the Unit Owner shall be responsible for paying for all damages, maintenance, repairs and replacements as determined by the Board.

Unit Owners, Residents, their families or guests, and other authorized visitors all are subject to the governing documents of the Association, including these Rules & Regulations. Unit Owners shall be responsible for the actions of these parties and will be held accountable for their behavior, subject to the fine levying process described in these Rules. There are no more than eight (8) allowed to sleep in an Abbey Villa unit (per our by-laws)

20. WATER SHUTDOWNS

Please turn the water off at your unit's water main valve when you are not going to be using the unit for a period longer than two (2) days (or less if you prefer) and drain your pipes by opening your sink faucets. This is recommended for year-round and not exclusive only to the winter months. During the winter months, make sure also to turn your thermostat to a minimum of 60 degrees.

During the winter months, the utility door under the stairs (A,B,C,D side) will be unlocked. This is where the buildings main water valve is located and also marked with a "tag" and painted "RED" so it's easily recognized. If you have a water pipe break in your unit, you will be able to shut down the main water feed to the entire building quickly to minimize your water damage. It would be good for you to familiarize yourself with the valve location when you have time so you are prepared in the event an unfortunate "water break" does occur.

Due to the extended periods of time your unit is not used, it is recommended to replace your hot water tank before its 10 year anniversary. Always install a water "tray" under your hot water tank with piping/hose leading to the main floor drain.

Because of long periods of inactivity in your condo, it is highly recommended your water hoses/lines on your washing machine are the metal reinforced hoses as they bring additional protection (many also have surge protection valves). The rubber washing machine hoses have a tendency to break as the rubber becomes hardened and embrittled over time due to lack of regular use making them prone to fracture.

Have your water-softener checked on a regular basis for workability and reliability. If your softener's water lines break or leak your unit (and possibly your neighbors) WILL flood and have SALT WATER damage. Be pro-active and have all your mechanicals regularly maintained.

21. Pets

Dogs, cats or pets of any type are **not allowed** at the Abbey Villas as per the association By-Laws. No guest, owner, invitee, lessee, tenant or renter shall bring any animal or pet whatsoever upon condominium property. Failure to follow this rule will result in a fine to the unit owner.

22. Fireworks

Fireworks are not allowed on Abbey Villa property. It is against the "Rules & Regulations" to either sell, use, keep, discharge or explode fireworks of any kind on Abbey Villa Property. (including but not limited to: Firecrackers, sparklers, bottle rockets, Cherry Bombs, M-80's, Roman Candles). Basically, any firework containing a flammable or explosive compound. See fines as described in section # 8.

23. Board Meetings

Board Meetings are open to all Abbey Villa Owners. If you would like to attend a board meeting you need to contact the property manager (Lakes Property Management) and let them know the topic you would like to discuss with the board. Your topic will then be put into the agenda and the proper amount of time will be reserved for you.

If you would like to volunteer to be on a committee to help and support your board please advise any board member or Ryan of Lakes Property Management and we will be happy to give you a project to research and report back to the board.

ABBEY VILLA CONDOMINIUM ASSOCIATION

Addendum "A" Construction Authorization and Letter of Guarantee

ABBEY VILLA CONDOMINIUM ASSOCIATION
C/o Lakes Property Management
910 Wells Street
Lake Geneva, Wisconsin 53147

Phone: (262) 249-1922 Fax: (262) 348-9887

From: _____

RE: UNIT _____
Abbey Villa Condominiums

I/we seek the authorization of the Abbey Villa Condominium Association to conduct the following construction activities in the above Unit (Briefly describe the proposed project and attached the documents/paperwork from your contractor):

In consideration of the approval of the Abbey Villa Condominium Association to conduct construction activities within my Unit, as specified in the guidelines as set in the Declaration, By-laws and in the Rules of the Abbey Villa Condominium Association, I/we hereby warrant and agree to the following;

I/we assume responsibility for any and all damage to Common and Limited Common Elements including landscaping repairs, damages to driveways, doors and wood rails, structural damage or damage caused by leaks, and for damage to the premises and contents of any Unit so affected by the results of such work.

I/WE AGREE TO INDEMNIFY, DEFEND AND SAVE HARMLESS THE ABBHEY VILLA CONDOMINIUM ASSOCIATION, ITS DIRECTORS AND OFFICERS AND FOR ANY AND ALL CLAIMS FOR DEATH OR INJURY TO PERSON AND/OR LOSS OF, OR DAMAGE TO, PROPERTY OF ANY NATURE, WHATSOEVER, GROWING OUT OF OR IN ANY WAY ARISING FROM THIS AUTHORIZATION TO CONDUCT CONSTRUCTION ACTIVITIES IN THE UNIT, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS ARISING FROM ANY INSPECTIONS OF THE UNIT CONDUCTED BY OR ON BEHALF OF THE ABBHEY VILLA CONDOMINIUM ASSOCIATION, ITS DIRECTORS AND OFFICERS AND ABBHEY MANAGEMENT CORPORATION (OR ANY OTHER MANAGEMENT COMPANY HEREINAFTER APOINTED BY THE ABBHEY VILLA CONDOMINIUM ASSOCIATION).

I/We agree to have any dumpster parked in my unit's assigned parking spot or a "visitor" parking spot.

I/we further agree to comply with all Rules and Regulations applicable to such construction activities.

_____ Date _____
Owner Signature

_____ Date _____
Owner Signature

Authorization to conduct the above referenced construction activities are:

GRANTED / DENIED

By: _____ Date _____
Abbey Villa Condominium Association

ABBHEY VILLAS CONDOMINIUM ASSOCIATION
COMPLAINT of VIOLATION

Complete all of the information you know. If unknown, please state so. Attach additional sheets and pictures if necessary. Forward to the Managing Agent; *Lakes Property Management* info@lakespropertymgmt.com, Fax: (262) 348-9887 or mail at 910 S. Wells Street, Lake Geneva, WI 53147

WITNESS(ES) TO VIOLATION

Witness' Name _____ Unit # _____

Email Address _____

Phone No. _____

Names, Addresses, Unit # & Phone # of any other Witness(es)

INFORMATION CONCERNING VIOLATION

Violator's Name _____ Unit # _____

Email Address _____

Phone No. _____

Section(s) of Declaration, By-Laws or Rules and Regulations violated

Witness(es)' Observations

I/we make the above statements based on my personal knowledge and not upon what has been told to me/us. I/we will cooperate with the Association and its attorneys to provide additional statements of affidavits, and in the event a hearing is called by the Board, I/we will appear to testify to the above.

Signature _____ Date _____

Signature _____ Date _____

ABBHEY VILLAS CONDOMINIUM ASSOCIATION NOTICE of VIOLATION

DATE: _____

TO (OWNER):

You are hereby notified by the Board of Directors that as the Owner of the above Unit you are charged with the following violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on and are described as follows:

You must take the steps required by Section (9c) of the Rules and Regulations if you believe the charges are unjustified. Under the Rules, if you fail to request a hearing on these charges, you will be found guilty by default, and fines, charges, costs, expenses and legal fees may be assessed against you and added to your account.

If a violation is determined and you fail to make, and notify the Managing Agent of, an appropriate correction within 15 days of the date of Notice of Determination, you will receive a second NOTICE OF VIOLATION. The Association will, upon such notice, correct the violation or take legal action to do so at your expense plus an administration charge of \$50.00, all as an assessment.

You may request a hearing by signing, dating and returning the attached REQUEST FOR A HEARING form within ten (10) days to the Managing Agent at the address below.

Please consult the Rules and Regulations for further details.

Forward to the Managing Agent; *Lakes Property Management*: info@lakespropertymgmt.com,
Fax: (262) 348-9887 or mail at 910 S. Wells Street, Lake Geneva, WI 53147

ABBEY VILLA CONDOMINIUM ASSOCIATION
REQUEST FOR HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated_____. alleging a violation of the Declarations, By-Laws or Rules and Regulations of the Abbey Ridge Condominium Association.

Forward to the Managing Agent; Lakes Property Management, 910 S Wells Street, Lake Geneva, WI 53147,
Phone: (262) 249-1922 Fax: (262)-348-9887

Signature	Name(print)	Unit
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Signature	Name(print)	Unit
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Address	City	State	Zip
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Day Phone_____

Evening Phone_____

Date_____

I understand that the hearing will be held in Executive Session at the next regularly scheduled meeting of the Board or sooner at a special meeting at the Board's discretion, depending on the availability of the parties and the seriousness of the alleged violation.



Owner Rental Agreement

Dear Abbey Villa Board of Directors:

I have read and agree to comply with the **Association's Rental Policy**. *I understand every year I rent, I need to fill out this form and advise the Association that I am renting my unit.*

Unit # (or unit #'s)

Signature of Unit Owner or Agent

Date _____ Printed owner name: _____

_____ **I am renting the unit myself and you can contact me at the following:**

Main Phone Number: _____

Emergency Phone Number: _____

Email Address: _____

_____ **I am renting my unit through an agent.: My rental agent is:**

Name: _____

Address of rental-leasing agent:

Phone # of Rental agent: _____

If there is an emergency phone # of your agent please indicate:

Email address of Rental Agent: _____

Contact Name of Rental Agent: _____