

FOX LAKE HILLS PROPERTY OWNER'S ASSOCIATION HARBOR RULES AND REGULATIONS

Titles to the beaches, parks and property are owned by the F.L.H.P.O.A. as such titleholder, the Association has the authority to prescribe and enforce standards, rules and regulations regarding its property.

In order to provide uniformity, safety and desirable reflection upon the community, the Board of Directors and it's appointed Harbormaster's will enforce the following standards and regulations.

ENTITLEMENT

1. Only a titled property owner in Fox Lake Hills, who is a member in good standing of the F.L.H.P.O.A., shall have the right to boat slip space or use of the ramps upon proof of registration of watercraft in their name and proof of insurance for the season. Right shall be restricted to one slip space per resident, notwithstanding that said individual may own one or more parcel or lots. Neither renter nor lessee shall be entitled to ramp usage unless the titled property owner, by written notarized consent, assigns his right to said renter or lessee.
All parties of co-owned boats must be members in good standing to be eligible for slip space.
2. All guests **must be accompanied** by a harbor member in good standing to use our facilities.
3. Harbor members are not allowed to give launch ramp access to any F.L.H.P.O.A. resident that is not a harbor member in good standing.
4. Family members residing in different households cannot share keys.
5. Residents who have not purchased a key and use someone else's key will be fined **double** the yearly key fees.
Residents who lend out their key to anyone other than an accompanied guest will be fined **double** the yearly key fees.

FEES

6. A Harbor fee will be assessed to cover expenses of maintaining boat ramps, sea walls, keys, the grounds and all harbor matters. Harbor fees will be determined by the Harbor Committee and the F.L.H.P.O.A. Board of Directors. This fee must be paid at the time of registration for ramp use and slip space. Registration fee is set from year to year. Harbormasters have details.
7. An initiation fee for the first year a person acquires a slip will be determined by the board. If a person relinquishes slip rights, this fee is again due if that person decides to obtain a slip in the future.
8. To register for Harbor Use you will need: a. Proof your association dues are paid and currant.(paid dues receipt) b. Proof the vessel is registered to you, in your name (boat registration) c. Proof of insurance on the vessel. d. Make and license plate number of your trailer and tow vehicles.

SLIPS

9. You must become a Harbor Member (purchase a key) to become eligible for the Slip Waiting List. In order to stay on the Slip Waiting List you must continue to be a harbor member by purchasing a harbor key every year. If a slip becomes available at the annual harbor registration and your name is called, you must be present to be eligible. If you are not present the next person in line will be called. Your name will be removed from the list.
10. Slip space will be reissued to previous year's registrants on the day of registration, provided slip owner registers their boat and registers their slip space. After that time it will be reassigned to the first qualified person on the waiting list.
11. Slip space assignment procedure is as follows. Any open slip spaces will be open to current slip holders to move to. The inside slip holders first, followed by the outside slip holders. Any open slips will then be assigned by order of the Slip Waiting list. **PRIOR TO MOVING FROM A SLIP, THAT PIER MUST BE BROUGHT TO PIER SPECIFICATION STANDARDS.**
12. All property owner's assigned slip space must meet pier specification by the 3rd Sunday of May following the Harbor meeting unless an extension is requested from the harbormasters.
13. In the event a property owner has slip space and sells their property, home or watercraft, they must notify the Bay View Harbormaster so the slip can be reassigned.

GENERAL

14. All boats must be registered with the F.L.H.P.O.A. and must display its proper stickers: Waterway, DNR, & Association stickers to have use of the ramps. Sticker placement on the vessel of the association sticker shall be on the slip side of members who have slips and on the port side of other members, readily visible from shore. Sticker placement on the trailer will be on the winch post.
15. The Board of Directors will settle disputes and/or complaints concerning slip space and ramp privileges.
16. Harbor members are not allowed to use their boats or piers for commercial purposes.
17. All recreational flotation devices are to be stowed on your boat before entering the boat basin. There is to be **NO towing** or riding of flotation devices in the boat basin. **Violation of this rule will result in immediate suspension of harbor privileges.**
18. Tow vehicles and boat trailers are to be "broken down" and parked side by side on holidays and weekends at Bay View. All vehicles and trailers are to be parked at a diagonal requiring as few spaces as possible.
19. Tow vehicles and boat trailers are to be "broken down" and parked side by side on holidays and weekends at Chesney or trailers taken home. Failure to break down on weekends and holidays will result in a fine.
20. Launch piers are strictly for loading, unloading and launching of boats. After launching, vessel is to be pulled immediately to the outside of either launch pier and for not more than **15** minutes. Ramps are never to be obstructed while waiting

for tow vehicles or loading boats. **Boats in the water have the right of way on the ramps.**

21. "Tie-ups" are located along the sea wall on the inside of the south peninsula for guests and harbor members not having slip space for a maximum of 24 hours without the advance consent of the Bay View Harbormaster. **Guests must be accompanied at all time while using the F.L.H.P.O.A. facilities.**
22. The Board reserves the right to revoke slip rights and/or ramp privileges to anyone who violates the rules and regulations or to anyone whose dependents abuse, vandalize, deface or destroy association property or acts in an unsafe manner. This also includes the actions of guests. Exercising good judgment in leaving/returning to the ramps includes respect for homeowners residing near the ramp sites. No yelling, fighting, no disruptive noises, etc. Criminal activity at the lakefront will result in the revocation of harbor privileges.
23. Electric in the harbor is for the general maintenance of piers and boats. **It is not intended for overnight hook-up.** Keys for the electricity can be borrowed from the Harbormasters, Director at Large, and the Bay View Director. Failure to return the key the same day will result in a fine. Open electric boxes are not to be left unmonitored.
24. **All boats must be removed from slips by November 1st.**
25. The Harbormasters have the authority to loan out piers that are not being used.
26. You must provide a telephone number that the harbormasters can reach you at in the case of an emergency.
27. The launch key remains the property of the F.L.H.P.O.A. and must be surrendered upon request.
28. All vessels using our facilities must be in good repair and "sea worthy."
29. NO WAKE IS 150' from shore. That means 150' from the mouth of the boat basin. Your boat should be off plane and level by then. Fines will double for this infraction.
30. You must have tie up ropes on your vessel that are in good condition. If your ropes break due to deterioration your slip space will not be renewed the following year.
31. Trailers (except guests) that do not have a current year harbor sticker when using the boat launch will incur a fine.
32. Trash at the lakefront must be placed in garbage cans and the lids must close completely. If the can closest to you is full, use another one or take your trash home. **THE LIDS MUST CLOSE COMPLETELY.**

PIER CONSTRUCTION-PIERS ARE TO BE CONSTRUCTED ACCORDING TO F.L.H.P.O.A. SPECIFICATIONS

33. Removable Piers are not permitted.
34. Construction and maintenance of piers is the responsibility of the assigned party **and** their pier partner. General maintenance shall be completed by the slip holder whose corresponding even or odd slip number corresponds to the even or odd numbered years. **Both** pier partners will be responsible for **major** repairs. **Slip spaces cannot be occupied until brought into compliance. If you put your boat**

in before you pass inspection you will have to pull it out. Keys will not be issued to people who do not adhere to this rule the following year.

35. Piers must be constructed according to the FLHPOA PIER SPECIFICATIONS and maintained according to those specifications.
36. Railing, bumpers and rub surfaces must harmonize with the piers and not detract from their appearance. Tires are not acceptable bumpers.
37. All slip owners whose pier falls in disrepair, becoming unsafe or in violation of these rules will be ticketed by the Harbormaster(s) and must be brought into compliance or made safe within 10 days of ticketing or space will be reassigned.
38. If there is flooding and your pier becomes out of compliance it must be brought into compliance within 10 days of the event. This includes leveling, straightening and painting.
39. In the event that a new pier is built by an individual and no one on the waiting list is willing to split the cost of materials with him, the Board will refrain from assigning the slip on the 2nd side of this pier for a minimum of one season, providing actual proof of actual costs is submitted to the Board and approved by them. However the 2nd side may be designated as a guest pier during that season at the discretion of the Bay View Harbormaster.
40. Piers in Bay View Harbor become the property of Fox Lake Hills Property Owner's Association.
41. Piers must be PAINTED with WHITE LATEX PAINT.

These Harbor Rules and Regulations may be amended or changed at any time by the FLHPOA Board of Directors.

Violations of any of these rules and regulations will result in fines. (unless otherwise stated with the rule):

First Violation: \$50.00

Second Violation: \$75.00

Third Violation: \$100.00

Fourth and continuing Violations: \$200.00 and suspension of Harbor privileges for the remainder of that season and the following year.