

HALF MOON BAY RULES AND REGULATIONS

These Rules and Regulations have been established by the Board of Directors of the Half Moon Bay Community Association pursuant to the Declarations and By-Laws of the Association. These Rules and Regulations do not supercede the Declarations or By-Laws. Rather, they have been established to reinforce and supplement the Declarations and By-laws, and to set forth guidelines for all Owners to follow. As our community continues to grow, these rules are intended to guide us in being considerate of our neighbors.

Except as otherwise stated herein, the following Rules and Regulations apply to all Owners and their guests and invitees. Owners shall be held responsible for the infractions of the rules and regulations for their guests, visitors or invitees. Enforcement of these Rules and Regulations will be at the discretion of the Board of Directors.

A. COMMON AREAS AND TRAILS

1. The Common Areas of the Community are not to be decorated without the approval of the Board of Directors. No item shall be permanently installed in the Common Areas without the prior approval of the Board of Directors.
2. Walking and hiking trails shall be kept free of obstructions. (This rule does not apply to fallen trees.)
3. The use of motorized vehicles shall not be permitted on the walking and hiking trails. ATVs and golf carts shall not be permitted on any of the Common Area (except when being used for Association business). Minibikes, co-karts and snowmobiles shall not be permitted on any of the Common Area under any circumstance.
4. No campfires or bonfires are permitted on any of the Common Area including the beach outside the Clubhouse.
5. Damage caused to the Common Area by contractors employed by an Owner shall be the responsibility of the Owner at issue. Garbage left in the Common Area shall be the responsibility of the Owner at issue.
6. Fireworks are prohibited in the Association and may not be launched from any of the Common Area (including the beaches and piers). (Please note that fireworks are illegal in Wisconsin.)
7. Littering on any part of the Common Area is strictly prohibited.

B. POOL AREA

1. When the pool is open, the hours of operation shall be from 9:00 a.m. until 9:00 p.m.
2. There shall not be any lifeguard on duty. Accordingly, use of the pool is at your own risk.

NOTE: The association does not assume responsibility for any occurrence, accident or injury in connection with such use. No residential unit owner shall make any claim against the association, its servants, agents, or employees, for, or on account of, any loss or damage to life, limb or property sustained as a result of, or in connection with, any such use of the pool or any of the recreational facilities in the Association. Each residential unit owner shall hold the Association harmless from any and all liabilities and any action to whatsoever nature by any tenants, guests, invitee or licensees of such Owner growing out of the use of the the pool or any of the recreational facilities, except where such loss, injury or damage can clearly be proved to have resulted from, and been proximately caused by, the direct negligence of the Association of its agents, servants, or employees in the operation, care, or maintenance, of such facilities

3. All children under the age of 14 shall not be permitted in the pool area without an adult supervisor present with them at all times.
4. Infants that are not toilet-trained must wear swimming diapers while in the pool. (Please note that this is a Wisconsin state law.)
5. Glass and shatterable plastic items are prohibited in the pool area. (Please note that this is a Wisconsin state law. Broken glass in the pool area could result in the pool being closed for several weeks as we would be required to drain the pool and have it inspected before it can be reopened.)
6. Food shall not be permitted on the pool deck. All food should be consumed in the gazebo or the clubhouse. (Please note that this is a Wisconsin state law.)
7. You must clean up your area of garbage and debris from the pool deck or gazebo before you leave the pool area.
8. No smoking is permitted in the pool area, including the pool deck, the gazebo and the bathrooms.

9. Everyone must enter and exit the pool area from the door. Climbing the fence to enter or exit the pool is prohibited and shall result in automatic expulsion from the pool for the remainder of the day and other penalties in accordance with these Rules and Regulations.
10. Everyone must shower at the external shower before entering the pool and after use of toilet facilities. (We ask you to use the external shower to avoid sand being washed in the grinder pumps which are connected to the internal showers. This will greatly reduce the life of the pumps.)
11. Pursuant to State law, you may not enter the pool if you have a communicable disease or an open cut.
12. No running on the deck or rough play shall be permitted on the pool deck or in the pool.
13. The use of floatation devices shall be permitted so long as they do not create a safety hazard in the pool. (Please use common sense in not using floatation devices if the pool is in heavy use.) This rule shall not apply to "water wings" used by small children to assist them in swimming.
14. The use of radios and transcription players of the type commonly referred to as a "boom boxes" or any other device, electronic or otherwise, of similar capacity in the pool area shall not disturb others using the pool area.
15. No animals shall be permitted in the pool area.

C. CLUBHOUSE

1. The Clubhouse may be reserved by by Owners of the Association by contacting Michaele Korbein at 608-562-3621 (or via email at hmb@jvlnet.com). You must complete a Clubhouse Reservation form (which is available on our website) and return it to Michaele with the designate security deposit at least two weeks prior to your planned reservation date. The Clubhouse will not be available for reservation during the Memorial Day weekend, July 4th, the day of the annual Association meeting, and Labor Day weekend.
2. The Owner reserving the use of the Clubhouse shall be responsible for the clean-up and any damage caused to the Clubhouse by the Owner or its guests. Any clean-up required to be performed by the Association or any repairs that must be made shall be deducted from the deposit. Owner shall be responsible for any repairs or clean-up costs in excess of the deposit. If clean-up is done and there is no damage, your security deposit will be returned to you.

3. No smoking is permitted in the Clubhouse.

D. MARINA

1. The marina and the docks of the Association are for the use, benefit and enjoyment of all Owners. All Owners shall have access to the docks of the Association.
2. The gate to the marina must be locked when entering and leaving the area.
3. Each Owner has the right to rent a boat slip at one of docks of the Association subject to the "right of slip availability" which shall be exercised according to these rules of operation as such rules are amended from time to time and in accordance with the Easement Agreement.
4. Each Owner has the right to rent a personal water craft slip at one of docks of the Association subject to the "right of slip availability" (on a first come, first serve basis due to the limited number of personal water craft slips).
5. In order to exercise the "right of slip availability" for any boating season, an Owner shall enter into a Marina Reservation agreement with the Association for the placement, maintenance, removal and storage of the finger pier which defines the Owner's Slip ("Marina Agreement"). The Marina Agreement for each boating season shall be prepared and distributed to the Owners with our annual mailing. Owners must return the completed Marina Agreement with payment to the Association by March 1st of the year in question. Any Marina Agreement not completed or submitted without payment shall not be considered by the Marina Committee in making slip assignments.
6. All slip assignments shall be at the sole discretion of the Marina Committee and approved by the Board. The factors that will be considered by the Marina Committee in determining the assignment of a slip shall include: the date of receipt of the Slip Contracts, the size of the boat, the use of a shore station, the location of the unit and its proximity to the slip. The Marina Committee shall have the right to reject the assignment of a slip if the boat is too large to be accommodated by the docks of the Association.
7. Nothing herein shall prohibit the association from contracting with Owners for more than one slip during a boating season, provided however that it is not otherwise prevented from doing so and that all other Owners have been accorded their rights and privileges under the association documents.

8. The Owner assigned to a slip is granted the exclusive right to use that slip for the period of the Marina Agreement. No other person is authorized to use it except with the express permission of the assigned Owner.
9. Owners may not rent their assigned slip to other persons (including other Owners).
10. Owners with an assigned slip can store the boat (assigned to the slip) on its trailer in the marina. Further, Owners with an assigned slip may store the trailer for their boat in the marina. (Note: We would prefer that trailers be stored at your local marina to provide sufficient parking at the marina.) All trailers stored at the marina must be removed by the first Sunday in October.
11. The Association does not permit any storage (seasonal or non-seasonal) of boats or personal water craft in the marina belonging to anyone that is not a member of the Association. Guests of Owners are NOT permitted to store or park their boats and/or trailers overnight. The Owner shall be subject to a fine of \$50.00 per day for violation of this rule by their guest.
12. From May 1st until the first Sunday in October, personal watercraft and boats (motorized or sailboats) may not be stored on your property unless they are stored in a garage. Personal watercraft and boats belonging to Owners may be stored at the marina on their trailer only if they have entered into a Marina Agreement with the Association for the parking of such personal watercraft or boats at the Marina.
13. Designated day docks are intended for short term usage only. No one shall be permitted to dock at these slips for more than two hours. Guests or visitors of Owners are NOT permitted to use the day docks for more than one hour. (Please see the attached dock diagram for the designated day docks.
14. Designated touch-and-go docks are intended for drop-off and pick-up purposes only. No one shall be permitted to dock at these slips for more than five minutes. (Please see the attached dock diagram for the designated touch-and-go docks.
15. All placement, removal, storage and maintenance of docks shall be done by the Association.
16. Flammable liquids may not be stored on the docks, finger piers, or beach.
17. No storage of any thing, object or device may take place on the docks or finger piers. No device, attachment or object shall be attached to the

docks or finger piers, except for those specifically authorized by the Board of Directors, these Rules and Regulations or the Declarations. Any device attachments to lift stations such as storage platforms or platforms serving electrical or battery supply shall not impede/intrude into the space of a neighboring slip area or the dock platform. They must be placed within your lift area or behind your lift.

18. Unattended extension cords should be removed and not left on the dock.
19. There shall be no diving from the docks, finger piers, boat lifts, or the watercraft attached to the docks.
20. Fishing may be permitted from the docks and finger piers provided, however, that it shall be done in a manner that does not interfere with the reasonable operation of watercraft.

E. LEGEND LAKE

1. No campfires are permitted in the common area surrounding Legend Lake ("Legend Lake Common Area") (which is defined as Outlot 6 on the plat of subdivision attached hereto).
2. Catch and release fishing is permitted on Legend Lake. Unused bait minnows may not be thrown or released into Legend Lake.
3. Only canoes, paddle boats, kayacks, sail boards, sail boats and other non-motorized boats may be used on Legend Lake so long as they are not longer than twelve feet.
4. Canoes, kayacks, sail board, paddle boats, sail boats and other non-motorized boats may not be stored or left overnight on the sandy beach areas of the Legend Lake Common Area. Such boats may be stored on the racks near the gazebo.
5. Permanent docks and swimming platforms are not permitted except those owned and installed by the Association.
6. Up to two benches and one storage container (not exceeding 6 feet (L) x 3 feet (W) and 3 feet (H)) may be kept permanently year round in the Legend Lake Common Area by Owners. The benches and the storage container must be kept in the area in front of the Owner's property. All storage containers and benches must blend in with the natural environment. However, these items may not be kept on the sandy beach areas on the Legend Lake Common Area. Owners should contact the Architectural Committee or the Architectual Committee

guidelines for the style of benches and storage containers approved by the Association.

Owners are encouraged to use a storage container (as described above) to store other personal belongings overnight during the season from May 1 until September 30.

7. Portable swimming platforms, trampolines and slides should be removed from Legend Lake and the sandy beach areas of the Legend Lake Common Area when an Owner is away from their property for three or more consecutive days.

F. GARBAGE AND TRASH

1. Barrels, cans, bags and all other receptacles incident to individual garbage or trash service shall not be kept outside.
2. The dumpsters located in the marina are for the exclusive use of Owners and their guests and shall not be used by contractors performing services for an Owner. Owners shall be responsible for the use of the dumpsters by their contractors.
3. Typical household garbage shall be deposited in the dumpsters located in the marina. No garbage may be set to the side of the dumpsters. Construction materials, furniture, mattresses and hazardous materials (including vehicle oil, paint cans, etc.) shall not be deposited in the dumpsters. Residents must make other arrangements for disposing of these items.

Residents are encouraged to recycle their paper waste and their glass and plastic garbage. Separate dumpsters are available for (i) paper and cardboard and (ii) glass and plastic. You must flatten any cardboard boxes before depositing them into the dumpsters.

4. Trash receptacles, if any, in the Common Area are for the convenience of persons using said areas. The deposit of garbage from a residence in such receptacles shall not be permitted.

G. PARKING

1. For condominium owners: At no time shall campers, recreational vehicles, trucks of one ton capacity or more, buses or similar commercial vehicles, whether motorized or not, be parked in a driveway.
2. For condominium owners: No vehicle shall be stored for extended periods (more than ten consecutive days) in the guest parking areas.
3. For condominium owners: No vehicle repairs made be made on the driveways or guest parking areas.
4. For lot owners: At no time shall trucks of one ton capacity or more, buses or similar commercial vehicles, whether motorized or not, be parked in a driveway.
5. For lot owners: Campers and recreational vehicles shall not be stored in a driveway for extended periods of time (more than 5 consecutive days).
6. For lot owners: No substantial vehicle repairs made be made on the driveways. For this purpose, "substantial vehicle repairs" shall mean any repairs taking more than one day to complete.

H. STORAGE

1. From May 1st until the first Sunday in October, personal watercraft and boats (motorized or sailboats) may not be stored on your property unless they are stored in a garage.
2. Lot owners may store seasonal equipment such as a boat or snowmobile on their lot outside of a garage or auxiliary building, during the off season; provided, however, that such storage be done in such a manner as not to adversely impact on contiguous lots.

I. PETS

1. Dogs or other pets may not be chained, tied, or otherwise confined or restrained in Common Area.
2. Dogs or other pets are not allowed in the Common Area, except when on a leash and when attended.
3. The droppings of dogs or other pets shall be immediately removed from the Common Area by the person in attendance or the Owner.

4. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on Half Moon Bay property, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.
5. All other provisions of the declaration notwithstanding no lot owner shall at any time keep, house, or maintain on his or her lot more than one domestic dog and one domestic cat or two dogs and no cats or no dogs and two cats.

J. NOISE, DISTURBANCE, NUISANCES

1. The use of radios and transcription players of the type commonly referred to as a "boom boxes" or any other device, electronic or otherwise, of similar capacity in the beach area of the Common Area shall not disturb others using those facilities, or residential unit owners in their enjoyment of their residential unit.
2. Owners and their guests using outdoor areas such as docks, common areas, decks or patios, should be considerate of their neighbors, especially after 10:00 p.m. and before 8:00 a.m.
3. Noxious weeds shall not be allowed to grow on individual lots.

K. ENFORCEMENT

1. Any violation of these Rules and Regulations must be reported to the Board President in writing signed by the complaining Owner. No action will be taken by the Board for anonymously made complaints.
2. Upon receipt of a written complaint, a member of the Board will contact the offending Owner in writing and, if necessary to expedite a response, in person or by telephone to review the complaint. If after an investigation by the Board, it is determined that there was a rule violation, the Board will notify the offending Owner in writing (and, if necessary to expedite a response, in person or by telephone) and will assess a fine or penalty as provided for herein.
3. Upon receipt of a written notice of a rule infraction and the assessment of a penalty or fine, the offending Owner may request a hearing from the Board in an appeal of the Board's findings. Such request must be submitted to the President of the Board in writing and must be made within thirty (30) days of the Board's written notice concerning the infraction.

4. Fines and Penalties

- a) A first offense will result in a written warning.
- b) A second offense involving the same rule will result in a fine as provided for in the Declarations.
- c) Depending on the severity of the rule violation, a third (and beyond) offense involving the same rule may result in the suspension of the right to use any or all of the recreational facilities pursuant to the By-Laws.