

**AMENDED PIER, BOAT SLIP, AND WATERFRONT MAINTENANCE
AGREEMENT OF MAPLEWOOD ASSOCIATION, LLC**

WHEREAS, Maplewood Association, LLC, is the owner of Parcel 1, described in the Operating Agreement of Maplewood Association, LLC, (hereinafter referred to as “Lakefront”); and

WHEREAS, Maplewood Association, LLC (hereinafter referred to as “Association”), desires to develop the Lakefront, for the recreational use and enjoyment of its members, being the owners of the 29 lots of the Association, including providing equal access to each member household desiring a boat slip, one (1) boat slip per household in the Association; and

WHEREAS, it is the desire of the Association that the members establish a pier/boat slip program established hereunder wherein all members shall be treated equally, and it is the purpose of the Association to divide both the expenses and the privileges of such use amongst all members.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

- (1) The Association, in general, will bear the expenses of maintaining the Lakefront area in a clean and orderly condition as part of the general expenses of the Association, and all members will have a right to use the Lakefront area for recreational purposes.
- (2) Membership in the pier program is a mandatory financial obligation of the Maplewood Association members. Households which purchase more than one lot in the Association may, but shall not be required, to pay a second pier initiation fee and/or second dock assessment for each additional lot purchased.
- (3) Participation in the Pier/Boat Slip Program:
 - a. Each of the households established on the 29 lots of the Association shall participate in the pier/boat slip program (hereinafter referred to as “Program”).
 - b. Each member desiring a boat slip(s) for the year shall notify the president and/or secretary of the Association in writing of the number of boat slips desired on or before February 1st for the then current calendar year.
 - c. All members of the Association shall have an equal vote in establishing and maintaining piers and boat slips. The Association shall determine the pier usage required by the participating member households in the Program and assess members as set forth in this agreement.
 - d. The Association, after the purchase of initial equipment, shall establish a fund as a capital account, for future pier/dock development. This fund shall be augmented by additional amounts assessed to Program members for pier maintenance, and shall be maintained for the purposes of replacing and/or repairing any pier/boat slip equipment at the end of its expected life span, the goal being that at the time

of replacement no special assessment will be needed to be made of Program members for future pier replacement. This fund will be maintained as a separate capital account by the Association, and shall be used for no purpose other than expenses of the Program. In the event that said funds are inadequate, the Association may assess its members, by special assessment, to cover the expenses of any pier/boat slip equipment replacement.

(4) Initiation and Assessment Costs:

- a. The initial assessment of the members for pier construction shall include, for the year 2012, construction of a pier. The Association shall also petition for a permit for the maximum number of boat slips allowed by the Department of Natural Resources upon the Association property. It is anticipated that the allowed boat slips will be not less than 15 and not more than 20. Initially the Association will install 10 boatslips, additional boatslips will be added when necessary to accommodate a member household requesting participation in the program after payment by the Member of the fees required by this agreement. Initiation fees will be paid as follows:
 - i. Current lot owners who have completed construction of their homes will be charged an amount of \$3,000 as an initiation fee in 2012.
 - ii. The four current lot owners (who are not Green Lake Bank or its successor in interest, GL Maplewood, LLC) who have not constructed their homes, will be charged an initiation fee of \$3,000 each during the month that construction begins on a home on their lot, or at a closing for a sale of their lot, whichever event occurs first.
 - iii. GL Maplewood, LLC's predecessor in interest, Green Lake Bank paid \$6,000 in 2012 as an initiation fee on two lots currently owned by the bank. GL Maplewood, LLC will have the right to assign, but no sooner than June of 2015, credit for this initiation fee to any future purchasers of lots from GL Maplewood, LLC, at its discretion, up to a maximum of two lots.
 - iv. All future purchasers of lots in the Association for which an initiation fee has not been paid, other than GL Maplewood, LLC, shall pay the one-time mandatory initiation fee of \$3,000 at the time of their closing on a purchase of a lot, except that purchasers of more than one lot in the Association may in the purchase of an additional lot, opt out of the initiation fee, but, in that event, such additional lots shall not have any pier rights or boat slips, until the initiation fee has been paid for such additional lots.
- b. Annual membership fees will be paid as follows:

- i. The annual membership fee for 2012 shall be an additional amount of \$1,000. This amount shall be paid for 2012 by each of the six Maplewood Association households who have had a home constructed on their lot, and the four Maplewood Association members with lots purchased prior to 2011, and two of the current lots in Maplewood owned by Green Lake Bank.
 - ii. Other than GL Maplewood, LLC, starting in 2013, the annual membership fee will be charged to all members of the Association for each lot, the fee to be determined on an annual basis and charged equally to all such Association members other than GL Maplewood, LLC consistent with the terms of this agreement, except, in no event shall the annual membership fee per lot exceed the amount of the annual boat slip fee per boat slip. GL Maplewood, LLC will not pay any annual membership fee for any of the lots owned by GL Maplewood, LLC. The annual membership fee for a lot owned by GL Maplewood, LLC shall commence only after such lot has been sold to a third party. However, if GL Maplewood, LLC or its' members reserve lots and choose not to actively list or offer them for sale, fees shall be paid on those reserved lots.
- c. An Annual Boat Slip Fee for Member Households using a boat slip will be paid as follows:
 - i. In addition to the one-time initiation fee and annual membership fee for Association members, member households electing to have a boat slip in 2012 will pay a fee of \$1,000 per boat slip.
 - ii. Thereafter, every member household which is a first time boat slip user will pay an annual boat slip fee of \$1,000 a year for their first year of boat slip use or the boat slip fee paid by the other users, whichever is greater, per boat slip.
 - iii. Starting in 2013, the standard boat slip fee for all boat slip users, other than first time users, will be determined on an annual basis and assessed to each boat slip user by a majority vote of the members for an amount consistent with the cost of maintaining the pier and lakefront area. Allowable costs may include, but are not limited to, the following: electrical service, pier installation, pier maintenance, pier removal, pier storage costs, and/or contribution to the capital fund established under this agreement.

(5) Allocation of Boat Slips on Lakefront.

- a. It is anticipated by the Association that the number of member households desiring to participate in the pier program by use of a boat slip may exceed the number of boat slips available. In the event of this occurrence, slips will be

allotted on a seniority basis. The Association shall establish a seniority list based upon an Association member's purchase date of their lot in the Association, whether such date occurs prior to or after the execution of this agreement. For any given year, amongst those members opting for boat slip use, the most junior members on the list shall rotate offsite at their own expense. Once a program member household has been required to rotate "offsite" for a year, said member household cannot be required to submit to rotate offsite until every other participating member household on the seniority list has also served a term rotated "offsite." It is the intent of the Association that no participating member household would have to rotate offsite for a boat slip for two consecutive years, and to distribute the inconvenience of offsite rotation equally amongst the participating member households, by priority established under the seniority list. Those member households required to "rotate off" for a given year, shall be responsible for payment of their own offsite boat slip, such households will also be responsible for paying their annual pier membership fee, but not the additional annual boat slip fee for the year they rotate off the pier.

- b. No boat slip program member may terminate monetary participation in the Program for a year once the member has elected to participate for that year.
- c. No member household, even a member owning multiple lots in the Association, shall have the right to more than one boat slip, except as provided in this agreement. Likewise, no member household may utilize more than one boat slip on the lakefront while another Program member is required to "rotate off." In the event, the number of households desiring boat slips meets or exceeds the number of available boat slips for a period of more than three years, an Association member household which has paid the "initiation fee of \$3,000" for more than one boat slip, shall be entitled to reimbursement from the Association as a credit against their annual membership fee the \$3,000 amount paid for the additional boat slip that said household is no longer able to utilize. If the program has more boat slips than participating members, the Association may approve of a member household using more than one boat slip, but any member utilizing more than one boat slip shall be subject to the assessment for each such boat slip, including annual membership fee and annual boat slip fee for each additional boat slip. No member household shall have the right, under any circumstances, to rent or lease a boat slip to any party who is not a member of the Association. The right to rent extra boat slips to nonmembers shall vest with, and be exclusively a right of the Association to the extent allowed at law. A member household may rent a boat slip to another member household, only with the express permission of the Association, but in no event may charge more for such rental than the amount of the annual membership fee and annual boat slip fee necessary to reimburse the renting member for amounts paid to the Association.

- (6) Decisions of the Association relating to this agreement, as provided in the Bylaws, shall be made by majority vote of the members, except that no vote may be made which deprives a participating member of rights provided under this agreement, except as expressly provided herein, other than, the Association shall have the right to suspend the pier rights for the year for any participating member who fails to timely pay an assessment. There shall be no amendment or modification to this Agreement which imposes any costs, fees, or assessments on GL Maplewood, LLC in any greater amount than set forth herein, without the prior written consent of GL Maplewood, LLC or its permitted assignee. GL Maplewood, LLC may assign its rights under this Agreement to a purchaser of 10 or more of the lots owned by GL Maplewood, LLC in a bulk transaction for the purpose of resale and not for personal use.
- (7) The Association shall include an assessment of an amount necessary to maintain a policy of general liability and casualty insurance covering the piers and/or boat slips and/or any extra costs of maintaining liability insurance on behalf of the Association to cover piers and/or boat slips in an amount of not less than \$1,000,000 per occurrence.

DRAFTED BY:

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**ADDENDUM TO PIER, BOAT SLIP, AND
WATERFRONT MAINTENANCE
AGREEMENT OF MAPLEWOOD ASSOCIATION, LLC**

Legal Description of lands of Maplewood Association, L.L.C.:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29 in the Plat of Maplewood at Green Lake, being part of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the Northwest $\frac{1}{4}$ of Southeast $\frac{1}{4}$ and Government Lot 1, Section 20, T16N, R13E, City of Green Lake, Green Lake County, Wisconsin as recorded in the office of the Register of Deeds for Green Lake County, Wisconsin on December 27, 2004 at 3:15 p.m. in Volume 7 of Plats on page 58.

Lands being located in part of Government 1 of Section 20, Township 16 North, Range 13 East, City of Green Lake, Green Lake County, Wisconsin being more particularly described as follows:

Parcel 1:

Commencing at the South $\frac{1}{4}$ corner of said Section 20; thence North $00^{\circ}-05'-42''$ West along the west line of the Southeast $\frac{1}{4}$ of said Section 20, 449.73 feet; thence North $89^{\circ}-57'-16''$ East, 1739.30 feet to the northwest corner of Lot 1 of Certified Survey Map No. 342 as recorded in the Office of the Register of Deeds for Green Lake County in Volume 2 of the Green Lake County Certified Survey Maps on Page 342 on February 28, 1967, (also being the northeast corner of Outlot 1 of Certified Survey Map No. 2328 as recorded in the Office of the Register of Deeds for Green Lake County in Volume 10 of the Green Lake County Certified Survey Maps on Page 2328, 2328A and 2328B on May 14, 1996, also being the easterly right-of-way line of South Lawson Drive and to a place of curve; thence Northeasterly along said easterly right-of-way line and the northerly line of said Lot 1, 202.70 feet along an arc of a curve having a radius of 1290.42 feet, whose center lies to the northwest, and whose chord bears North $39^{\circ}-40'-56''$ East, 202.49 feet to the northeast corner of said Lot 1; thence North $29^{\circ}-24'-20''$ East along said easterly right-of-way line, 216.15 feet and to the Place of Beginning of lands hereinafter described; thence North $34^{\circ}-34'-42''$ East along said easterly right-of-way line, 235.72 feet; thence North $38^{\circ}-02'-48''$ East along said easterly right-of-way line, 330.60 feet to a place of curve; thence Northeasterly along said easterly right-of-way line, 385.89 feet along an arc of a curve having a radius of 1330.57 feet, whose center lies to the southeast, and whose chord bears North $46^{\circ}-21'-18''$ East, 384.54 feet; thence

North 53°-04'-58" East along said easterly right-of-way line, 3.53 feet; thence South 38°-23'-52" East, 8 feet more or less to the ordinary highwater mark of Green Lake; thence North 38°-23'-52" West, 8 feet more or less to the easterly right-of-way line of South Lawson Drive; thence South 53°-04'-58" East along said easterly right-of-way line, 3.53 feet to a place of curve; thence Southwesterly along said easterly right-of-way line, 385.89 feet along an arc of a curve having a radius of 1330.57 feet, whose center lies to the southeast, and whose chord bears South 46°-21'-18" West, 384.54 feet; thence South 38°-02'-48" West along said easterly right-of-way line, 330.60 feet; thence South 34°-34'-42" West along said easterly right-of-way line, 235.72 feet to the Place of Beginning. Containing 0.37 ± acres (16,265 ± sq. ft.) of land. Including all land lying between the above described meander lines and the ordinary high water mark on the shores of Green Lake. Being subject to all easements and restrictions of record. (Approximately 952 feet of lake frontage on Green Lake.)

Parcel 2:

Commencing at the South ¼ corner of said Section 20; thence North 00°-05'-42" West along the west line of the Southeast ¼ of said Section 20, 1889.93 feet; thence North 89°-57'-16" East, 1734.14 feet to a point on the northerly line of Lot 28 of Maplewood At Green Lake Subdivision as recorded in the Office of the Register of Deeds for Green Lake County in Volume 7 of the Green Lake County Plats on Page 58 on December 27, 2004 as Document No. 336356 and to the Place of Beginning of lands hereinafter described; thence North 56°-32'-14" West, 108.35 feet; thence North 33°-27'-46" East, 201.07 feet; thence South 56°-32'-14" East, 108.35 feet to the northeast corner of Lot 29 of said Maplewood At Green Lake Subdivision; thence South 33°-27'-46" West, along the northerly line of Lot 29 and Lot 28 of said Maplewood At Green Lake Subdivision, 201.07 feet to the Place of Beginning. Containing 0.500 acres (21,785 sq. ft.) of land. Subject to a 66 foot ingress and egress access easement from Bluff Street being more particularly described as follows; Beginning at the northwest corner of the westerly right-of-way line of Bluff Street, also being a point on the easterly line of Lot 29 of Maplewood At Green Lake Subdivision; thence North 38°-52'-14" West along the easterly line of said Lot 29, 111.95 feet to the northeast corner of said Lot 29; thence North 56°-32'-14" West, 108.35 feet; thence North 33°-27'-46" East, 66.00 feet; thence South 56°-32'-14" East, 118.60 feet; thence South 38°-52'-14" East, 107.41 feet to the northeast corner of the easterly right-of-way line of Bluff Street, also being a point

on the westerly line of Lot 14 of Maplewood At Green Lake
Subdivision; thence South 51°-07'-46" West, 66.00 feet to the
Place of Beginning. (Approximately one-half acre parcel behind lot
29.)