

## Abbey Marina Dock License Conditions

Abbey Management Corporation and ABKA a limited partnership, including the owners thereof, individually and collectively, hereinafter called "The Abbey Marina" for and in consideration of the License fee to be paid as herein provided and in consideration of the undertakings and promises of the Licensee herein, hereby grants to the Licensee a License to use the Dock listed on the attached, located at The Abbey Marina, Fontana, Wisconsin.

**This license is made subject to the following terms and conditions:**

1. Licensee agrees to pay a license fee for the sum indicated on the attached, which shall permit the Licensee the right to occupy the Dock for one rental season only as indicated on the attached. The season for the purpose of this Agreement shall commence on April 1<sup>st</sup> and end on November 1<sup>st</sup> the License fee is payable as indicated on the attached.
2. The Abbey Marina shall determine Dock assignments at its sole discretion. Such dock assignments shall be subject to reassignment or substitution as hereinafter provided.
3. Neither The Abbey Marina nor its agents shall be liable for damages to the Licensee, its agents, servants or guests, or any person claiming through Licensee, for injury to person or damages to or loss of property wherever located from any cause, or for damage claimed for removal of the boat as herein provided or for eviction, actual or constructive. This provision includes particularly, but not exclusively, all claims arising from rain damage, unlocked boats, storm, power outage, improper electrical hookup and vandalism.
4. Licensee shall indemnify and hold The Abbey Marina harmless from any loss, costs, and damages (including reasonable attorney fees and costs) associated with Licensee's non-compliance with the terms and conditions set forth herein or any other occurrence arising out of this License Agreement.
5. Licensee agrees to comply with any and all laws, codes, rules and regulations promulgated by any governmental body, authority and, without limiting the generality of the foregoing, and all rules and regulations contained in the Lake Ordinance for Geneva Lake and any other rules or regulations promulgated by the Geneva Lake Water Safety Patrol or Wisconsin Department of Natural Resources. Licensee further agrees to comply with any and all rules and regulations established by the Abbey Marina and the Abbey Marina Harbor Condominium Association ("Association") for use of boats within The Abbey Marina and the exits to Geneva Lake and Geneva Lake proper. Upon prior notice to Licensee, The Abbey Marina and the Association shall have the right (but not the obligation) to take such remedial steps as may be necessary to correct Licensee's noncompliance with any laws, codes, rules, or regulations which non-compliance affects the Abbey Marina, the Association, or any other Licensee in The Abbey Marina. Such remedial steps taken by The Abbey Marina and/or the Association shall be at the sole cost and expense of Licensee.
6. The Abbey Marina reserves the right to terminate this License at any time for any reason and Licensee shall remove the boat from the Dock within five (5) days after such notice of termination. In such event, The Abbey Marina agrees to refund that part of the License fee which the Licensee has paid for the balance of the season, after deducting such costs and expenses as may be incurred by The Abbey Marina which are to be paid by the Licensee as herein provided.
7. The Licensee agrees to remove the boat on or before the last day of the season (November 1) or within five (5) days after notice of termination as herein provided. The Abbey Marina, the Association, or their agents, may take possession of the boat and cause it to be removed for storage at such place as may be convenient for The Abbey Marina or the Association. Licensee hereby appoints The Abbey Marina and/or the Association as its duly Authorized Agent with complete power of attorney to remove the boat and cause it to be stored as herein provided. The Licensee agrees to pay all costs and expenses incurred by The Abbey Marina or the Association in removing the boat and causing it to be stored and all expenses including attorney's fees, collecting such costs and expenses from Licensee.
8. This License is personal to Licensee and is not assignable by the Licensee without the written consent of The Abbey Marina. If Licensee sells his boat, it is understood that the License cannot be sold with the boat and is void upon such sale with no refund. The new boat owner will have to make his own arrangements with The Abbey Marina to acquire a new Dock License Agreement, if one is available.
9. The Abbey Marina reserves the right to inspect boats under Section 5(b) of The Joint Uniform Lake Law Ordinance for Geneva Lake.
10. The Abbey Marina employees shall only be allowed on boats while performing assigned duties.
11. If Marina maintenance requires it, The Abbey Marina and the Association reserve the right to move Licensee's boat within the Marina to facilitate dredging, painting, pier repair, etc. The Abbey Marina and the Association also reserves the right to remove Licensee's boat in case of emergency.
12. Licensee is hereby notified that The Abbey Marina will be sprayed occasionally for weeds. Neither the Abbey Marina nor the Association is responsible for any damage that may result.
13. LICENSES SHALL NOT BE ISSUED FOR SO CALLED THRILL CRAFTS, PERSONAL WATER CRAFTS, OR HIGH PERFORMANCE BOATS, INCLUDING, BUT NOT LIMITED TO, WAVERUNNERS, BOMBARDERS, JET SKIS, ETC.
14. The Abbey Marina and the Association reserve the right to remove vehicles from designated areas (such as fire lanes, garbage pick-up areas and areas that hinder traffic and emergency vehicles) at Licensee's expense.
15. Only one watercraft will be allowed per dock. Any watercraft, including, but not limited to, jet skis, wave runners and bombardiers tied up to the Marina alongside, in back or stored on or from Licensee's boat is strictly prohibited and will be removed by The Abbey Marina or the Association, without notice, at Licensee's expense.

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16. Trailer storages shall be the responsibility of the Licensee. Boat trailers, campers, mobile home trailers, trucks, vacation vehicles, vans and buses are prohibited in any of The Abbey Marina or the Association parking facilities. The Abbey Marina or the Association reserves the right to remove such vehicles or trailers at the Licensee's expense.
17. Licensee shall only be permitted to walk pets along the East property (by the beach) and must pick up after their pets. Pets are prohibited in the Harbor House area.
18. The Abbey Marina will provide, in designated areas, 30 or 50 amp electrical service at no charge. Any additional electrical requirements will be at the Licensee's expense and work will be completed by an agent of The Abbey Marina.
19. This License Agreement is non-renewable and gives Licensee no rights whatsoever to be offered a License Agreement for any subsequent season.
20. The signing of this License Agreement by Licensee and the delivery thereof to The Abbey Marina or its agent does not constitute a reservation of or option for, any Dock in The Abbey Marina or an agreement to enter into a License Agreement, and this License Agreement shall become effective only if and when The Abbey Marina signs and delivers the same to Licensee.
21. THE TERMS AND COVENANTS AND CONDITIONS OF THIS LICENSE MAY BE MODIFIED, AMENDED OR VARIED ONLY BY A WRITTEN AGREEMENT SIGNED BY THE GENERAL MANAGER OF THE ABBEY MARINA.
22. Licensee shall maintain comprehensive public liability insurance in the amount of \$300,000.00 per occurrence while Licensee's boat is docked at The Abbey Marina. The Abbey Marina, and its owners, as well as the Association, shall be named as an additional insured under said policy. Prior to Licensee's mooring of the boat in The Abbey Marina, Licensee shall cause an insurance certificate to be insured to Licenser reflecting coverage set forth herein.
23. In addition to all other terms and conditions set forth herein, Licensor shall be obligated to comply with all rules and regulations ("Rules and Regulations") contained in the Declaration of the Condominium for the Abbey Marina Harbor Condominium ("Declaration"), as well as those adopted from time to time by the board of directors of the Association. Licensor acknowledges receipt of the Rules and Regulations in effect on the date hereof, and acknowledges that said Rules and Regulations may be modified or expended from time to time by the Association and its board of directors. To the extent of any conflict between the terms and conditions contained herein, and the terms and conditions of the Declaration, the more stringent of the regulations shall control.
24. Licensor shall have the right to sell the Dock (as well as its appurtenant Condominium Unit and common elements) (Collectively, the "Dockominium") listed on the attachment hereto. Prior to entering into a binding contract for the sale of said property, Licensor may, but is not obligated to, give Licensee notice of Licensor's desire to sell the Dockominium and the purchase price which Licensor desires. Such notice may be transmitted via facsimile to the facsimile number set forth on the sheet attached hereto. Licensee shall have 72 hours after Licensor's transmission of said notice within which to enter into a written agreement to purchase the Dockominium at the price established in the notice. In the event Licensee fails to enter into a contract for the sale of said Dockominium, Licensor shall have the right of anytime thereafter to sell the Dockominium and thereafter reassign to Licensee a new Dock to be immediately thereafter substituted in all aspects for the Dock listed on the attachment hereto. Licensee shall, upon the re-designation by Licensor, relocated, relocated his or her boat to the Dock so reassigned and upon Licensee's failure to do so, Licensor is hereby authorized by Licensee to relocate said boat to the re-designated Dock without notice to Licensee. In the event Licensee enters into a contract for the purchase of the Dockominium, within said 72 hour period, Licensee shall be entitled to a credit at closing for the prorated portion of the unused license fee for that period from and after closing through November 1. For purposes of the proration, the period for which the license fee shall apply shall be April 1<sup>st</sup> through November 1.

**INITIALED BY:**

**Date**

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### ATTACHEMENT ONE OF TWO TO DOCK LICENSE AGREEMENT

15.1 Above, the following rules and regulations are adopted by the Declarant as the Declaration Rules and Regulations for **THE ABBEY MARINA HARBOR CONDOMINIUM**. The Association members, their lessees, licensees, or guests, and any persons using the boat slips shall

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conform to and abide by all such rules and regulations. The following rules and regulations can only be amended by the members of the Association casting an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting. Prior to completion and initial sale of all condominium units by Declarant, the consent in writing of the Declarant, its successors or assigns, shall also be required for any amendment to the following rules and regulations

**15.2 Declaration Rules and Regulations.** In addition to rules and regulations adopted under Section

15.2.1 A unit owner shall not be allowed to place a boat in a boat slip until the first day of the season (April 1), weather permitting. The unit owner shall remove the boat on or before the last day of the season (November 1). In the event a unit owner fails to comply with his provision, the Association or its agents may take possession of the boat and cause it to be removed for storage at such place as may be convenient for the Association. The unit owners hereby appoint the Association as authorized agent with complete power of attorney and to pay all costs and expenses incurred by the Association in removing the boat and causing it to be stored, and all expenses, including attorney's fees, in collecting such costs and expenses from the unit owner.

15.2.2 The maximum allowable beam of a boat maintained **THE ABBEY MARINA HARBOR CONDOMINIUM** shall not exceed fourteen (14) feet. All watercraft shall be subject to all applicable laws, codes, rules and regulations promulgated by any governmental body, agency or authority having jurisdiction, including but not limited to the Joint Uniform Lake Law Ordinance of Geneva Lake, Walworth County, Wisconsin.

15.2.3 Bow pulpits, swim platforms, or any other exterior protrusions from a boat, shall not extend beyond 18 inches over a head pier or land pier or walkway or other boat slip boundary line (such boundary lines being determined by the boat slip dimensions contained in Section 7.2 herein) and shall not in any way impede watercraft, pedestrian or vehicular access to the marina areas.

**15.2.4 A unit owner shall not be allowed to place any appendages or attachments to the piers or docks, including, but not limited to, canopies. Any such appendages shall be removed by the Association at a unit owner's expense. Subject to prior approval of the Board of Directors, stairs and railings will be permitted.**

15.2.5 The use of a dock or pier to make major boat repairs, as determined by the Board of Directors in its discretion, is prohibited.

15.2.6 A unit owner shall be obligated to remove any and all temporary tarps, polyurethane bags or covers, or any other material which in the sole discretion of the Board of Directors is considered to be unsightly. Small flags and burgees on watercraft are permitted.

15.2.7 No signage of any kind shall be displayed on a boat except as otherwise permitted in writing by the Board of Directors.

15.2.8 Unless a unit Owner is also a member of the Abbey Villas Condominium Association, parking is prohibited on the Abbey Villas Condominium property.

**15.2.9 The use of carpeting of any type is strictly prohibited on docks and piers.**

15.2.10 Use of stand-by or auxiliary generators on boats shall be prohibited in the harbor while a boat is berthed.

**15.2.11 No unit owner shall maintain in a boat slip, or attached to a boat within a boat slip, any personal water crafts, or high performance boats, including, but not limited to wave runners, bombardiers, jet skis, etc.**

15.2.12 All ship to shore power cords shall be in good condition, and shall be safely and securely fastened along the pier immediately adjacent to the boat slip, between the watercraft and the utility pedestal box designated for such boat slip. The Association may from time to time specify standards for power cord specifications and their usage.

15.2.13 The marina will be sprayed or treated occasionally for weeds. The Association or its contractor will not be responsible for any damages that may result.

15.2.14 If marina maintenance requires it, the Association reserves the right to move a unit Owner's boat within the marina to facilitate dredging, painting, pier repair, etc.

**15.2.15 The use of outdoor cooking grills is strictly prohibited on watercraft, piers, and other areas designated by the Association from time to time.**

15.2.16 Pets are prohibited in the Harbor House area.

**15.2.18 Boat trailer, campers, mobile home trailers, trucks, vacation vehicles and buses are prohibited in any of the common elements of the Association. The Association reserves the right to remove such vehicles or trailers at the unit owner's expense for any violation of this provision by a unit owner or the guest, invitee, lessee or licensee of the unit owner.**

15.2.19 The Association reserves the right to remove vehicles or trailers from designated areas (such as fire lanes, garbage pickup areas, and areas that hinder truck or emergency vehicles) at the unit owner's expense. The Association reserves the right to remove such vehicles or trailers at the unit owner's expense for any violation of this provision by a unit owner or the guest, invitee, lessee or licensee of the unit owner

15.2.20 Upon a unit owner's lease or license of any unit exceeding thirty (30) days, the unit owner shall notify the Harbor master or the Association of the lessee or licensee's

15.2.21 No unlawful, noxious, or offensive activity or activities shall be conducted in from any boat slip or upon the common elements, nor shall anything be done therein or thereon which is or may become, in judgment of the Board of Directors, an annoyance or nuisance to other unit owners

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**15.3 Enforcement by Fontana.** The Village of Fontana, Wisconsin, acting through its Village Board, is hereby given and granted the right, but not the obligation, to uniformly enforce the provisions of Sections 15.2.2, 15.2.3, 15.2.11, 7.2, 7.4, and 11.6 herein, following prior written notice to the Association and affected unit owners. Furthermore, the Sections enumerated in the foregoing sentence, as well as this Section 15.3, may not be modified or amended without the written consent of the Village Board of the Village of Fontana, which shall not be unreasonably withheld or delayed.

### **16. PARTITION OF COMMON ELEMENTS PROHIBITED.**

There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration. Until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained here shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided or separated.

### **18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.**

**18.2 Encroachments.** In the event that by reason of the construction, reconstruction, settlement, or shifting of any pier, improvements, or building, or the design or construction of any boat slip, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any boat slip, or any part of any boat slip encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any boat slip encroaches upon any part of any other boat slip, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such boat slip shall remain standing. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners entitled to use the common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners, or would reduce the size of a boat slip, or deny an owner the right to the use of his or her boat slip.

**18.3 Rights of Ingress and Egress.** Each unit owner shall have an unrestricted right of ingress and egress to and from his or her unit and appurtenances that shall be perpetual and pass with the unit upon transfers of ownership.

### **EXCERPTS FROM ARTICLES OF INCORPORATION, PAGES 12-13**

**7. LIMITED COMMON ELEMENTS.** Each unit owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures shall be placed upon the limited common elements without the prior written consent of the Board of Directors of the Association.

**7.4 ASSOCIATION SERVICES.** The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners therefore.

## **ARTICLE VII**

### **Duties and Obligations of Unit Owners**

**8.1 RULES AND REGULATIONS.** The units and the common elements and facilities and limited common elements (sometimes the "commons") shall be used and occupied in accordance with the Declaration, the Articles of Incorporation, these By-Laws, the Declaration Rules and Regulations, and the rules and regulations adopted by the Association from time to time, including the following.

(a) **Use.** No unit owner shall use or occupy his unit or the limited common elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than those provided under the Declaration, by the owner, the owner's family, or the owner's lessees, licensees, invitees or guests. No trade or business shall be conducted on the condominium property, except as specified in the Declaration.

(b) **Leases, Licenses, and Other Arrangements.** Owners of units in The Abbey Marina Harbor Condominium may lease, license, rent or otherwise contract for usage of their units and appurtenances (herein "lease") in their discretion, provided that in each instance the following terms and conditions are met:

- The lease must be in writing, signed by the owner and the tenant, if it is to extend for a period beyond thirty (30) days. Forms for such lease may be provided by the Association.
- The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these By-Laws, and all rules and regulations of the Association.
- Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease.

(c) **Parking.** No parking space shall be specifically assigned by the Board of Directors.

(d) **Animals and Poultry.** No animals, livestock, or poultry of any kind shall be kept or brought upon the commons, except dogs and cats that are household pets of a unit Owners and their guests, provided they are kept subject to rules and regulations contained in the Declaration and herein or which they may be adopted by the Association regarding same.

(e) **Pet Restrictions.** All pet droppings must be picked up and disposed of by the person in control of a pet. Owners of pets shall take reasonable precautions and efforts to prevent their pets from being a nuisance or annoyance to other unit owners or occupants. All pets are prohibited in and immediately around the Harbor House.

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- (f) **Obstructions.** There shall be no obstruction of the commons, except as otherwise set forth in the Declaration pertaining to bow pulpits or swim platforms of boats.
- (g) **Increase of Insurance Rates.** Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, 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 of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed in the commons.
- (h) **Conflict.** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.
- (i) **Gasoline.** There is to be absolutely NO FUELING of the boats at the slips or by gas cans, carts, containers in the marina. This will carry a \$1,000 fine on the first violation and loss of boat slip on the second violation.
- (j) **Refunds.** Refunds will be given on the date which the slip cancellation form is filled out. The slip deposit of \$1,000 will not be refunded and is non-negotiable. Before April 30<sup>th</sup> you will receive 90%. From May 1<sup>st</sup> thru 31<sup>st</sup> you will receive 75%. After, June 1<sup>st</sup> you will receive 0% back. Below is an example:  
 $\$7,495 \text{ (rental)} - \$1,000 \text{ (non-refundable deposit)} = \$6,495 \times 90\% = \$5,845.50$  what you will get back

**8.2 ASSOCIATION RULES.** The Association, acting through the Board of Directors, may approve and distribute to unit Owners additional rules and regulations, and amendments to such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations should be in writing and shall be distributed to the unit Owners no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, or repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these By-Laws may be amended only as provided in Article X.

Initialed by: \_\_\_\_\_ Date: \_\_\_\_\_

Declaration of the contracts, documents, and easements referred to in this Declaration, and shall be designed to prevent unreasonable interference with the use of the respective boat slips and the common elements and facilities by persons entitled thereto. The Association members, their lessees, licensees, or guests, and any persons using the boat slips, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate, which may include fines or other penalties. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides. Name, address, telephone number, and any other information required by the Harbor Master. All unit owners must provide the Harbor Master with emergency telephone numbers for each unit and boat slip.