

POOL OPERATING AGREEMENT

THIS AGREEMENT made this 1st day of May, 2004, by and between Apple Ridge Homeowners Association, Inc., a Wisconsin corporation, hereinafter referred to as "Apple Ridge" and Harbor Vista at Eames Farm Condominium Association, Inc., a Wisconsin corporation, hereinafter referred to as "Harbor Vista."

WHEREAS, Harbor Vista owns and maintains a swimming pool which it reserves for the use of its unit owners who maintain a pool membership at the Harbor Vista facility; and

WHEREAS, Apple Ridge is an adjacent housing development that is interested in developing a relationship with Harbor Vista that would allow its members to utilize the pool owned by Harbor Vista on the Harbor Vista grounds; and

WHEREAS, Apple Ridge and Harbor Vista have agreed that members of Apple Ridge may utilize the Harbor Vista swimming pool as long as Apple Ridge contributes to Harbor Vista a proportionate share of the operating costs as well as present and future maintenance and reserve costs that are or will be incurred by Harbor Vista in the operation of the pool; and

WHEREAS, Harbor Vista and Apple Ridge wish to memorialize their agreement with respect to utilization of the pool and the relationship of Apple Ridge and Harbor Vista, their respective unit owners and/or members;

NOW, THEREFORE, Apple Ridge and Harbor Vista agree as follows:

1. Apple Ridge will have the use of the swimming pool owned and maintained by Harbor Vista on the Harbor Vista grounds during the periods of time the pool is open for members of Harbor Vista.
2. All of the costs incurred in the operation, care and maintenance of the pool will be paid by Harbor Vista. Harbor Vista will annually invoice Apple Ridge at the conclusion of the pool season (at which time the pool closes) for the pro rata share of the pool operating expenses as well as the pro rata share for the then anticipated costs or reserve expenses for future maintenance and/or repair of said pool.
3. Apple Ridge shall pay said invoice to Harbor Vista within thirty (30) days of receiving the same to reimburse the expenses incurred by Harbor Vista in the proportionate share of Apple Ridge's use of said pool.
4. Nothing in this agreement shall be construed as either party having a lease or rental relationship with the other, but only a reimbursement for actual and future expenses incurred by Harbor Vista for continued operation of the pool.
5. After all expenses have been reimbursed by Apple Ridge to Harbor Vista, those monies allocable and applicable to the reserves will be posted by Harbor Vista to the appropriate reserve accounts.

6. All pool rules and regulations as established by Harbor Vista shall apply to the members of Apple Ridge and the members of Apple Ridge shall be subject to all penalties and sanctions for violation of the same at the discretion of Harbor Vista.

Dated this 1st day of May, 2004.

APPLE RIDGE HOMEOWNERS
ASSOCIATION, INC.

By Robert Anton Doneff
Robert Anton Doneff
Its: President

HARBOR VISTA AT EAMES FARM
CONDOMINIUM ASSOCIATION, INC.

By Robert Anton Doneff
Name: Robert Anton Doneff
Its: President