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PAGES: 41

CONDOMINIUM DECLARATION FOR LINDALE VILLAS CONDOMINIUMS

THIS DECLARATION is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act"), by Lindemann Properties II, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as "Declarant").

911/41

1. STATEMENT OF DECLARATION.

Declarant, as the sole Owner of the real property described in Section 3 hereof, together with the building and improvements constructed thereon (hereinafter referred to as "The Property"), hereby submits and subjects said property to the condominium form of Ownership pursuant to the Act and this Declaration, which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and of the Act. All provisions hereof shall be deemed to run with the land and constitute benefits and burdens of the Declarant, its successors and assigns, and all parties hereafter having any interest in the property.

2. NAME.

The real estate subject to this Declaration and all buildings and improvements thereon shall be known as LINDALE VILLAS CONDOMINIUMS.

3. LEGAL DESCRIPTION.

The real estate which is hereby submitted and subjected to the provisions of the Act is legally described as set forth on Exhibit A attached hereto and incorporated herein.

4. DEFINITIONS.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "ASSOCIATION" shall mean and refer to THE LINDALE VILLAS CONDOMINIUM ASSOCIATION. This Association shall initially be established as an unincorporated association. The Unit Owners, by unanimous consent, may convert

the Association into a Wisconsin nonstock corporation, pursuant to Chapter 181, Wis. Stats., or to any other form of legal entity as may exist now or in the future which is not prohibited from functioning as a Condominium Unit Owner's Association pursuant to Wisconsin law.

(b) **"OWNER"** shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Unit, or the holder of an equitable interest as a Land Contract Vendee, but excluding those having such interest merely as security for the performance of an obligation.

(c) **"UNIT"** shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the recorded Condominium Plat, together with all facilities and improvements therein contained, excluding the land underneath same.

(d) **"UNIT NUMBER"** shall mean the number identifying a Unit, as shown on the recorded Plat.

(e) **"COMMON ELEMENTS"** shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.

(f) **"LIMITED COMMON ELEMENTS"** shall mean those common elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) **"DECLARANT"** shall mean and refer to the Declarant named herein, and their successors and assigns. The Declarant may also be referred to as a "Developer".

(h) **"MORTGAGE"** shall mean any recorded Mortgage or other security instrument by which a Unit is encumbered.

(i) **"MORTGAGEE"** shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

(j) **"MAJORITY"** shall mean more than fifty percent (50%).

(k) **"PLAT"** shall mean the recorded Condominium Plat for Lindale Villas Condominiums.

(l) **"PERSON"** shall mean an individual, corporation, limited liability company, partnership, association, trust or other legal entity.

5. UNIT BOUNDARIES.

The vertical boundaries of each Unit shall be the vertical plane of the perimeter walls bounding a Unit, the face of which coincides with the face of the studs. The lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the joists supporting the ceiling of the highest level of the Unit.

All windows, window frames, and doors (including garage doors), including all glass and all screens in all windows and doors, shall be considered a part of the Unit.

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.

The basement and attic for each Unit shall be considered to be a part of the Unit.

The garage for each Unit shall be considered to be part of the Unit. Garages shall not be conveyed separately from Units. All conveyances of Units shall be deemed to include the conveyance of the garage included in such Unit whether or not the garage is specifically set forth in the document of conveyance.

6. DESCRIPTION, LOCATION AND TYPE OF BUILDINGS.

The Property contains seven buildings, 5 of which contain eight (8) condominium units and 2 of which contain (4) condominium units. The buildings, and the Units therein, are located as shown on the Condominium Plat.

7. COMMON ELEMENTS AND FACILITIES.

7.1 Description. The common elements and facilities shall consist of all of LINDALE VILLAS CONDOMINIUM, including improvements and appurtenances, except the individual Units, as defined hereunder and shall include, without limitation, the land on which the buildings are located; the buildings' exteriors, including garage exteriors; perimeter and bearing walls; surface parking; roof; foundations; common pipes, ducts, electrical wiring and conduits; common utility services; and the porches, walks, driveways, storm water quality basins, and landscaping comprising the condominium property.

7.2 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each Owner shall have the right to ingress and egress over, upon and across the common area

necessary for access to his/her Unit and a right of enjoyment in and to the common areas (except those designated as limited common elements, the use of which are limited to one or more, but less than all, of the Unit Owners).

7.3 Easements. Each Unit Owner shall have a valid, exclusive easement in the space in the walls of his/her Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity or soundproofing of any of the buildings, and provided further that the common elements and facilities be restored to their former condition by the Unit Owner at his/her sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the Unit Owners and the Association for the installation, maintenance and repair of common utility services located in and/or on any part of the common elements or Units.

7.4 Use. The manner of use of the common elements shall be governed by the By-Laws of, and such Rules and Regulations as may be established by, the Association, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any common element, or permit such, without the prior written approval of the Association, which approval may be denied in the sole discretion of the Association, or given upon such terms and conditions as the Association deems appropriate. No owner shall place or cause to be placed any objects of any kind in common areas. No unit owner shall post any advertisements or posters of any kind in or on the common area. The association hereby grants to the City of Muskego the right (but not the responsibility) to enter all common areas in order to inspect, repair, or restore a common area including the storm water management ponds.

8. LIMITED COMMON ELEMENTS.

8.1 Description. The limited common elements are those areas designated as limited common elements on the Condominium Plat, and all porches, patios, decks, and walkways which service and/or are appurtenant to one and only one of the Units, whether or not specifically designated as such on the Plat. The exclusive use of limited common elements shall be reserved to the Owner or occupant of the Unit or Units to which they are appurtenant, to the exclusion of all other Units and Unit Owners in the Condominium.

8.2 Use. The manner of use of the limited common elements shall be governed by the By-Laws, and such Rules and Regulations as may be established by the Association, and no Unit Owner shall alter, remove, repair, paint, decorate, landscape or adorn any limited common element, or permit such, in any manner contrary to such By-Laws and Rules and Regulations. No major or structural changes or alternations shall be made by any Unit Owner to any of the limited common elements without the prior written approval of the Association.

8.3 Allocation of Use and Enjoyment of Common Elements. The Unit Owners, by unanimous consent, and with the approval of all mortgagees, may adopt an agreement, and/or any amendment or modification thereto, regarding the allocation of use and enjoyment of common elements which, in both its original and any amended form, shall be recorded with the Office of the Registered Deeds for Waukesha County, Wisconsin.

9. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his/her Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his/her Unit.

Each Unit's fractional or percentage share of Ownership in the common elements shall be one-forty eighth (1/48).

10. ASSOCIATION OF UNIT OWNERS.

10.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as Lindale Villas Condominium Association (herein "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and Rules and Regulations of the Association including the sharing of common expenses as described therein.

10.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, the vote allocated to that Unit may be cast proportionally among the Owners, but unanimous agreement is conclusively presumed if any one of them purports to cast the vote allocated to that Unit without protest being made promptly by any of the others to the person presiding over the meeting, or until any one of the multiple Owners files a statement with the Secretary of the Association stating that thereafter the vote must be cast proportionally.

10.3 Control. Declarant retains no specific rights to control the Association. Declarant has rights in the Association only as an owner of a Unit or Units.

10.4 Association Personnel. The Association may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required for each Unit.

10.5 Voting. All actions taken which require a vote of Units or Unit Owners must be approved by an affirmative vote or written consent of at least seventy-five percent (75%) of the Unit votes, or a greater percentage if required by the provisions of this Declaration, the By-Laws or the Act.

11. RESIDENTIAL PURPOSE.

The buildings and the Units contained therein, and the common and limited common elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By-Laws and Rules and Regulations of the Association. Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the common elements, as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The use of Units and common and limited common elements is further subject to the following:

(a) The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of not less than thirty (30) days. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number, and such Owner shall notify the Association prior thereto of his/her forwarding address and of a telephone number where he/she can be reached. Any such lease shall not relieve a Unit Owner from any obligation imposed by the Act, this Declaration, the By-Laws and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay common expenses. The rental of Units is further subject to such additional conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations of the Association.

(b) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than thirty (30) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

(c) The use of Units is restricted to residential use. No commercial activity is permitted in any Unit except to the extent that the commercial activity is permitted in residences by applicable zoning codes.

12. REPAIRS AND MAINTENANCE.

12.1 Individual Units. Each Unit Owner shall be responsible for maintaining his/her Unit, and all of its equipment, fixtures and appurtenances, in good order, condition and repair and in a clean, sanitary and attractive condition. Each Unit Owner shall further be responsible for periodic cleaning of the limited common elements appurtenant to his/her Unit, so as to maintain same in a clean, sanitary and attractive condition. With respect to the exterior portions of a Unit, including but not limited to exterior doors (including garage doors), windows, window

frames, glass and screens, any maintenance, repair and/or replacement of same undertaken by a Unit Owner shall be done in such a manner so as to preserve the exterior appearance thereof, including style and color, as may be determined and established from time to time by the Association. Unless and until a change in the exterior appearance is mandated by the Association, the exterior appearance shall be maintained as originally constructed. In the event a Unit Owner fails to perform his/her maintenance responsibilities pursuant to this provision, the Association shall have the right to perform same and assess the cost thereof to the Unit and the Owners thereof as a Special Assessment.

12.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the maintenance, repair, replacement, management and control of the common elements and facilities and limited common elements, and shall cause same to be kept in good order and repair and in a clean, sanitary and attractive condition, and the cost thereof shall be a common expense. An Owner shall reimburse the Association for any expenditures incurred in repairing the Common Area in any manner damaged by him or her or any occupant, guest, or other invitee of his or her unit.

12.3 Unit Maintenance by Association. The Association shall have the right, but not the obligation, from time to time, as determined by the Association, to undertake the right and responsibility for the maintenance, repair and/or replacement of the exterior portions of the Units, including such items as exterior doors (including garage doors), windows, window frames, glass and/or screens. By way of enumeration, and not by way of limitation, this may include painting, staining, varnishing or other cosmetic covering of the exterior portions of doors and/or windows, the replacement of doors and/or windows and/or the periodic cleaning of window glass. In the event the Association does assume maintenance responsibilities pursuant to this section, the expenses incurred shall be assessed as a common expense, either as part of the budget or as a Special Assessment. This provision shall not be construed so as to prohibit the Association from levying a Special Assessment against a particular Unit pursuant to Section 15.5 of this Declaration for any maintenance and/or repair of any portion of an individual Unit undertaken by the Association as a result of the failure of the Unit Owner to property perform such Unit Owner's maintenance and repair responsibilities.

12.4 Prohibition Against Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, alterations in or to the exterior of the building in which his/her Unit is located, or to any common or limited common elements or facilities, or install or modify any improvements or equipment which may adversely affect other Unit or the Owner thereof. A Unit Owner shall not perform, or allow to be performed, any act or alternation which will impair the structural soundness or integrity of the building, the soundproofing of the building, or the safety of the Property or any occupants thereof, or impair any easement or hereditament, or alter the exterior appearance of the building or any Unit therein, without the prior written consent of the Association.

12.5 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the Owner, except in the case of an emergency when injury or property damage is likely to result from delayed entry, and with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the

Association and treated as a common expense except if the maintenance, construction or repair resulted from the negligent or intentional actions of any Owner or occupant of an individual Unit, in which case the cost thereof shall be assessed against the Unit responsible for the damage.

12.6 **Decorating.** Each Unit Owner shall have, subject to all applicable laws and ordinances, the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his/her Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within his/her Unit.

12.7 **Delegation of the Maintenance of Common Elements.** Notwithstanding any other provision of this Declaration, the Association, by resolution adopted by the members, is hereby expressly granted the power to delegate to Unit Owners some or all of the routine maintenance of common elements and/or limited common elements. In the event a Unit Owner fails to perform delegated maintenance responsibilities pursuant to this provision, expenses incurred by the Association for such maintenance expenses and/or for any repair and/or replacement occasioned by the failure of the Unit Owner to properly perform such maintenance shall be the responsibility of the Unit Owner, and may be subject to Special Assessment by the Association against the Unit and the Owners thereof.

13. DESTRUCTION AND RECONSTRUCTION.

13.1 **Repair and Reconstruction.** In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless all of the Owners of Units and the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet of such Unit, as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction, unless otherwise approved by unanimous consent of all Unit Owners and all holders of first mortgages.

13.2 **Assessments and Partition.** The Association shall have the right to levy assessments as a common expense in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. Partition, if any, shall be by sale, and not in kind. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interest in the common elements, and shall be distributed in accordance with the priority interests in each Unit.

14. INSURANCE.

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any other common elements and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as Trustee for each of the Unit Owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually, and may include, at the option of the Board of Directors, coverage on real property improvements which are considered to be parts of Units rather than common elements.

The Association insurance shall be in an amount, at least, equal to the maximum insurable replacement value, with an "agreed amount" and a "condominium replacement cost" endorsement, without deduction or allowance for depreciation, which amount shall be examined periodically. Such insurance shall afford protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as, from time to time, shall be customarily covered with respect to buildings similar in construction, location and use.

In the event of partial or total destruction of the building or other common elements and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the Unit Owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If insurance coverage is available to combine protection for the Association and the Unit Owner's individual Unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance which he/she directs the Board of Directors to include in such policies for his/her additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his/her own expense, from obtaining any additional insurance coverage on his/her improvements or on his/her Unit, which will not duplicate any insurance provided by the Association of Unit Owners.

The Association shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Association may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

All premiums for Association insurance and other insurance obtained by the Association shall be a common expense of the condominium, except that any increase in the rating or premium charge for any such insurance caused by the character of the use of any Unit shall be an expense solely for such Unit Owner. A complete insurance appraisal of each building on the condominium shall be made at least once every three (3) years. Unless otherwise required by applicable law, the insurance appraisal may be dispensed with if the insurance policy includes guaranteed replacement cost coverage.

15. COVENANT FOR ASSESSMENTS.

15.1 Agreement to Pay Assessment. Developer, for each Unit owned by it, and each Owner of any Unit by acceptance of a Deed or other conveyance therefore, shall be deemed to covenant and agree with each other and with the Association to pay to the Association such assessments, general or special, as are levied by the Association.

15.2 Purpose of Assessments. The Association shall levy assessments for the purpose of promoting the recreation, health, safety and welfare of the Owners and/or their Units; for the maintenance, repair and/or improvement of the Units and/or the Common Elements; to pay subdivision association assessments; and for such other purposes specified in or permitted by the Act and/or this Declaration.

15.3 Annual Assessments. The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the annual assessment. In the event the Board of Directors fails to adopt an annual assessment, the assessment shall remain in effect at the same rate as in effect for the previous year.

15.4 Special Assessments. In addition to the annual assessments authorized above, the Association may levy, at any time, a Special Assessment for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the Declaration; (d) defraying, in whole or in part, the cost of any maintenance, repair and/or replacement of any portion of the Units, if undertaken as a common expense.

15.5 Special Assessments Against a Particular Unit. Special assessments shall further be made by the Board of Directors against a particular Unit and the Owners thereof for any of the following:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of the Unit Owner, and/or by any occupant of the Unit, and/or by any guest or invitee of the Owner or occupant of the Unit.

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules and Regulations where there is found to be a violation thereof.

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit.

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any limited common elements, the repair of which is the responsibility of the Owner of the Unit;

(e) Interest due on Annual and Special Assessments.

(f) Forfeitures and other penalties as provided for in the By-Laws and/or Rules and Regulations levied by the Board for violations of the Condominium Documents by a Unit Owner, and/or by any occupant of a Unit, and/or by any guest or invitee of the Owner or occupant of a Unit.

(g) Costs and expenses incurred by the Association resulting from the failure of a Unit Owner to properly perform maintenance and repair responsibilities as required by this declaration, the By-Laws, the Rules and Regulations, and/or any resolution enacted pursuant to the provisions of any of the foregoing.

(h) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

15.6 Working Capital. Each purchaser of a Unit from Declarant or its successors or assigns shall pay to the Association, at time of conveyance of the Unit, for working capital purposes, a sum equal to Two Hundred Dollars ($200.00) or one-sixth (1/6th) of the annual assessment, whichever is greater. As long as Developer is in control of the Association, Developer shall not use any of said working capital funds to defray its expenses, reserve contributions, or construction costs, or to make up any budget deficits. The working capital contribution applies only to a sale to an initial purchaser, and shall not be collected upon any subsequent transfer or sale of a Unit.

15.7 Uniform Rate of Assessment. Both annual and Special Assessments must be fixed at a uniform rate for all Units subject to assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 15.5 above.

15.8 Date of Commencement of Assessments. The annual assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to both Units in a building on the first day of the first month following the first conveyance of either Unit in the building by the Developer.

15.9 Lien for Assessments. All sums assessed to any Unit pursuant to this Section, together with interest thereon as provided herein, shall be secured by a lien on such Unit in

favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A Lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in Waukesha County, Wisconsin, Real Estate Records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the assessment; and

(d) All sums unpaid on any mortgage loan made pursuant to § 45.80 WISCONSIN STATUTES.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date, due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit. Such a notice shall be signed by an Officer or agent of the Association and may be filed or recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Waukesha County, Wisconsin. No notice of lien shall be filed or recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin, or as otherwise provided by law. The Unit Owners shall be required to pay all costs and expenses incurred by the Association, including but not limited to reasonable actual attorney's fees, except to the extend limited or prohibited by applicable law, relating to the filing of the notice of lien, the foreclosure of the lien and/or the collection of the sums referenced in the lien. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and/or otherwise acquire the Unit. The Association shall have the right to hold, convey, lease, rent, encumber, use and otherwise deal with any Unit so acquired.

A release of notice of lien shall be executed by the Association in such form as to be recordable in the Waukesha County, Wisconsin, Real Estate Records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a mortgage or other lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

15.10 Effect of Non-payment; Remedies. Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the WISCONSIN STATUTES to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid.) All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner or other person personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his/her Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a Special Assessment, the entire Special Assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the Unit Owner all costs and expenses of collection incurred by the Association, including but not limited to reasonable actual attorney's fees, except to the extent limited or prohibited by applicable law.

15.11 Sale or conveyance. The Sale or transfer of any Unit shall not affect the assessment lien, except as otherwise required by law. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any assessments which thereafter become due or from the lien thereof.

16. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit Ownership without including therein both his/her interest in the Unit and his/her corresponding percentage of Ownership in the common and limited common elements and facilities, it being the intention thereof to prevent any severance of such combined Ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

17. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

17.1 Utilities. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sewer lines, gas lines, telephone wires and equipment, stormwater management facilities, master television antenna system wires and equipment, electrical conduits and wires and equipment, including power transformers, and such other utility service lines which may exist now or in the future, over, under, along and on any part of the common elements and/or limited common elements to service the property.

17.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the common elements and facilities, or limited common elements, encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the common element and facilities, or limited common elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building shall remain standing, and Unit and common element boundaries shall be as provided in the Act. 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 of 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.

17.3 Binding Effect. All easements and rights described in this Section are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section.

18. MORTGAGEE RIGHTS.

18.1 Right to Notice. The holder of any first mortgage or land contract upon a Unit in LINDALE VILLAS CONDOMINIUMS ("Mortgagee"), upon the submission of a request to the Association in writing delivered to the Resident agent as specified herein, shall be entitled to receive notice from the Association of the following matters:

(a) Written notice as to any default or delinquency in the performance by the individual Unit Owner who is the Mortgagee's mortgagor as to any obligation under the Condominium documents, which default or delinquency is not cured within 60 days after written notice of said default or delinquency by the Association to the said mortgagor;

(b) Written notice of the call of any meeting of the membership of the Association to be held for the purpose of considering any proposed Amendment to the Declaration, the Articles

of Incorporation of the Association, or by the By-Laws of the Association.

(c) Written notice of any damage or destruction to the common elements of the Condominium, including the buildings, fixtures and equipment which are a part of the common elements, which is in an aggregate amount exceeding $10,000.00, at such time as such damage or destruction is known to the Board of Directors.

18.2 Prior Consent. Except as provided by the Act in the case of damage to or destruction of all or any part of the property, the Association shall not take any of the following actions unless it shall have obtained the prior written consent of the Mortgagees of at least 100% of the Units, or such greater percentage as may be required by law at the time the action is taken:

(a) Change the undivided percentage interest in the common elements of the Condominium appurtenant to any Unit, or the manner of making assessments for common expenses based upon such percentage.

(b) Partition or subdivide any Unit or common elements of the Condominium.

(c) By act or omission seek to abandon or terminate the Condominium or encumber or convey any part of the common elements of the Condominium.

19. REALLOCATION OF BOUNDARIES.

Unit Owners in LINDALE VILLAS CONDOMINIUMS may reallocate Unit boundaries between adjoining Units upon compliance with the applicable provisions of the Act.

20. COVENANT FOR MAINTENANCE AND REPAIR.

Unless otherwise approved by unanimous vote of the Unit Owners, each Unit Owner covenants and agrees to vote in all Association matters so as to maintain the Property and all common elements in a first class condition at all times.

21. ARBITRATION.

If a proposed expenditure or action for the repair, maintenance or upkeep of the Property, or for the operation of the Property, is not approved by the Board of Directors, and any Unit Owner believes the expenditure or action is necessary for the safety and proper use of the Property or of the Owner's Unit, or if an expenditure or action is approved by the Board of Directors and any Unit Owner believes that the expenditure or action is contrary to the safety and proper use of the Property or the Owner's Unit, or if any Unit Owner believes that any action of the Board of Directors is arbitrary or unreasonable, the following provisions shall apply:

(a) The Unit Owner or Owners challenging the decision of the Board of Directors shall give written notice of the objection to all

Unit Owners and mortgagees within forty-five (45) days after the decision but before any action is taken or expenditure is made. Upon receipt of this notice, the Board of Directors shall reconsider its decision and either affirm, reverse or modify the decision.

(b) The Unit Owner or Owners may challenge the decision after reconsideration by the Board of Directors under Paragraph (a) only in an arbitration proceeding pursuant to the statutory arbitration provisions in effect in the State of Wisconsin at the time of commencement of arbitration (presently Chapter 788, Wis. Stats.). Acceptance of a conveyance of a Unit in LINDALE VILLAS CONDOMINIUMS is deemed to constitute an agreement by the Unit Owner to submit challenges to the decision of the Board of Directors to arbitration.

(c) The Board of Directors, upon submission of the matter to arbitration as provided in Paragraph (b), shall name a proposed arbitrator. The Unit Owner or Owners may accept the proposed arbitrator or propose a different arbitrator. If there is no agreement on a single arbitrator, the two arbitrators shall select a third person and the three shall serve as an arbitration panel chaired by the third person. The expenses of arbitration shall be shared equally by the Association and the Unit Owner or Owners challenging the decision of the Board of Directors.

(d) The arbitration award by the arbitration panel under Paragraph (c) shall permit or prohibit the decision and the decision shall not be implemented, if it is an affirmative action, until the award is final unless there is a bonafide emergency requiring it.

22. GENERAL PROVISIONS.

22.1 Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, or by the By-Laws and/or Rules and Regulations of the Association. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

22.2 Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

22.3 Termination. This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or

other encumbrances. The instruments necessary for such termination shall be recorded in Waukesha County, Wisconsin.

22.4 Notices. All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his/her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with the Secretary.

22.5 Non-waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

22.6 Amendments. No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Declarant without the consent of all such mortgagees or the Declarant, as the case may be.

22.7 Registered Agent. The initial registered agent for service of process shall be Paul Lindemann The address of the initial registered agent is S70 W16211 Martin Drive, Muskego, Wisconsin, 53150. Change of the registered agent and/or the address of the registered agent may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of same as required by law.

22.8 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

22.9 Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

22.10 Unit Addresses. The street addresses of the Units in LINDALE VILLAS CONDOMINIUMS are set forth on the attached Exhibit B.

001094 FEB 22 05

IN WITNESS WHEREOF, the said Declarant, has caused this document to be executed at Muskego, Wisconsin this 22 day of February, 2005.

Lindemann Properties II, LLC
Declarant

By: Greg J. Petranski Managing Member

By: GREG J. PETRANSKI, MM.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
WAUKESHA COUNTY)

Personally came before me this 22 day of FEBRUARY, 2005 the above named GREG J. PETRANSKI, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

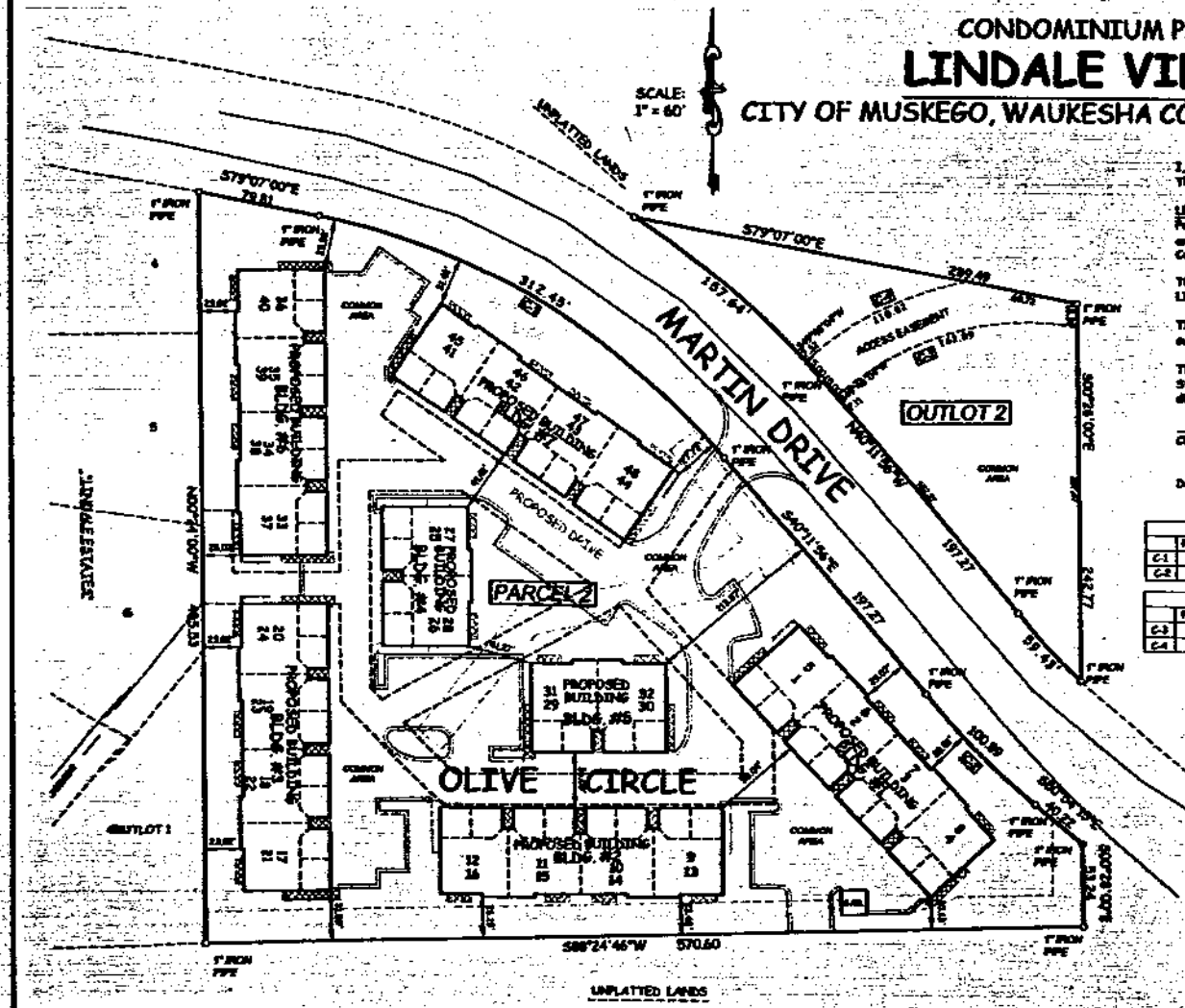
Dianna A. Tondini

Notary Public, State of Wisconsin
My Commission expires/is permanent: 12-31-06

Dup ROD 706.0713)

Drafted by :
Patricia A. Schober
State Bar No.: 1016432
405 N. Calhoun Road, Suite 101
Brookfield, WI 53005
(262) 784-0007

CONDOMINIUM PLAT
LINDALE VILLAS
CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN



I, Christopher J. Kunkel, Registered Land Surveyor, do hereby certify:
That I have surveyed, divided, and mapped LINDALE VILLAS CONDOMINIUMS.

LEGAL DESCRIPTION:
Parcel 2 and Outlot 2 of Certified Survey Map No. 9618, being a part of vacated Martin Drive and lands in the SW ¼ of the SE ¼ of Section 3, T5N, R20E, in the City of Muskego, Waukesha County, Wisconsin.

That I have made this survey, land division, and map by the direction of LINDEMANN PROPERTIES II, LLC, Owner of said land.

That such map is a correct representation of all exterior boundaries of the land surveyed and the location.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Chapter 18 of the City of Muskego Ordinances in surveying, dividing, and mapping the same.

Christopher J. Kunkel, RLS 1755

Date: 10/5/04
Rev 10/12/04

CURVE TABLE					
	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-1	460.00	38°55'04"	312.45	306.48	N59°29'29"W
C-2	540.00	30°42'27"	300.89	300.77	S45°33'02"E

ACCESS EASEMENT CURVE TABLE - OUTLOT 1					
	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C-3	184.99	59°12'11"	192.09	188.95	S74°54'36"W
C-4	214.99	29°32'10"	110.82	109.60	S84°34'34"W

WISCONSIN CHRISTOPHER J. KUNKEL S-1755 WAUKESHA, WI LAND SURVEYOR

- DENOTES LIMITED COMMON ELEMENTS

LINDALE VILLAS CONDOMINIUM ASSOCIATION WILL BE RESPONSIBLE FOR MAINTENACE OF ALL COMMON AREAS, SANITARY, WATERMAIN, INGRESS-EGRESS, STORM SEWER EASEMENTS, AND DETENTION POND.

PREPARED FOR:
LINDEMANN PROPERTIES II, LLC
17970 W. SMALL ROAD
NEW BERLIN, WI. 53151

EDGEWOOD

SHEET 1 of 7

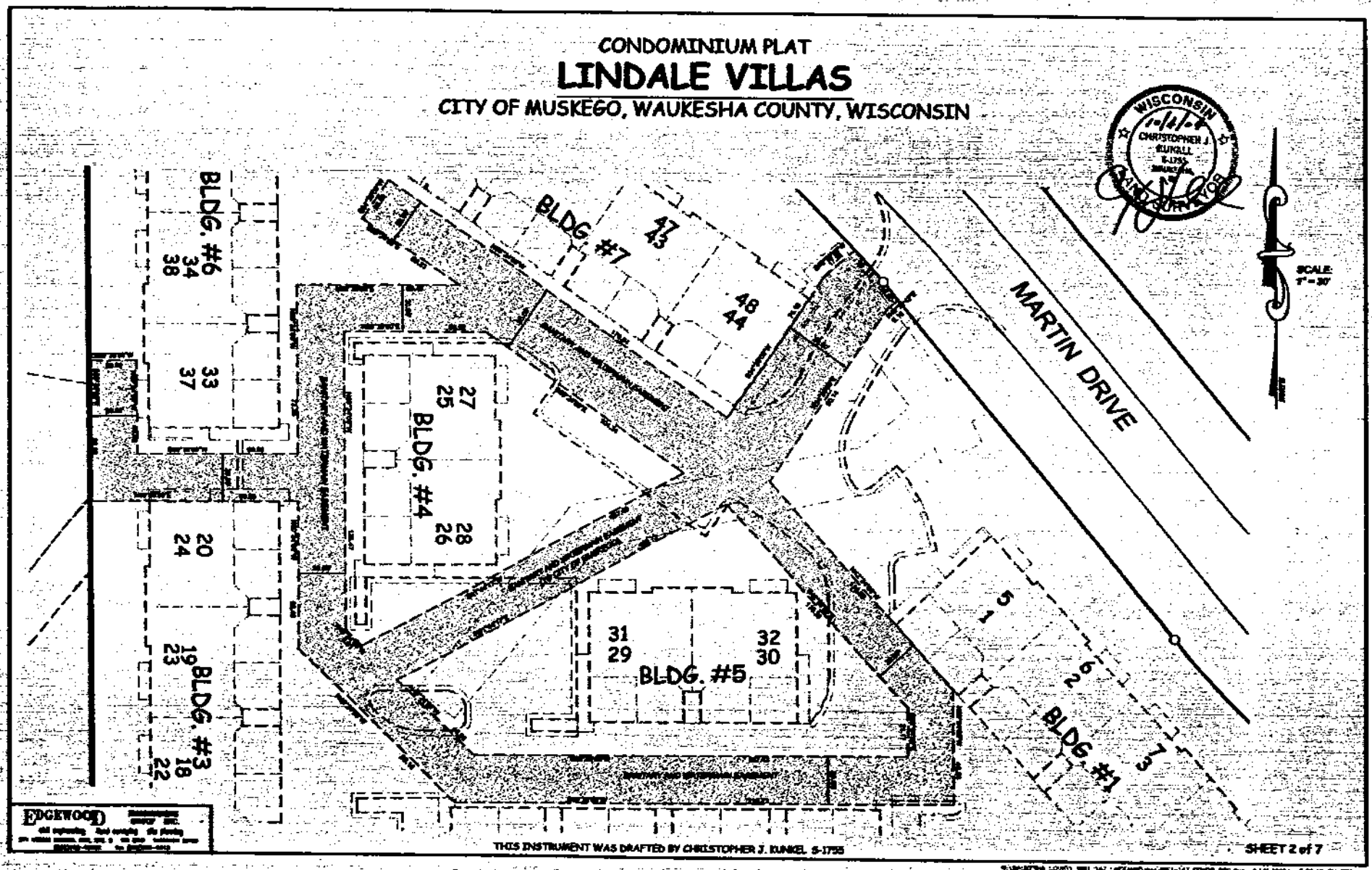
THIS INSTRUMENT WAS DRAFTED BY CHRISTOPHER J. KUNKEL S-1755

001095 FEB 22 05

CONDOMINIUM PLAT

LINDALE VILLAS

CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN



THIS INSTRUMENT WAS DRAFTED BY CHRISTOPHER J. KUNKEL S-1755

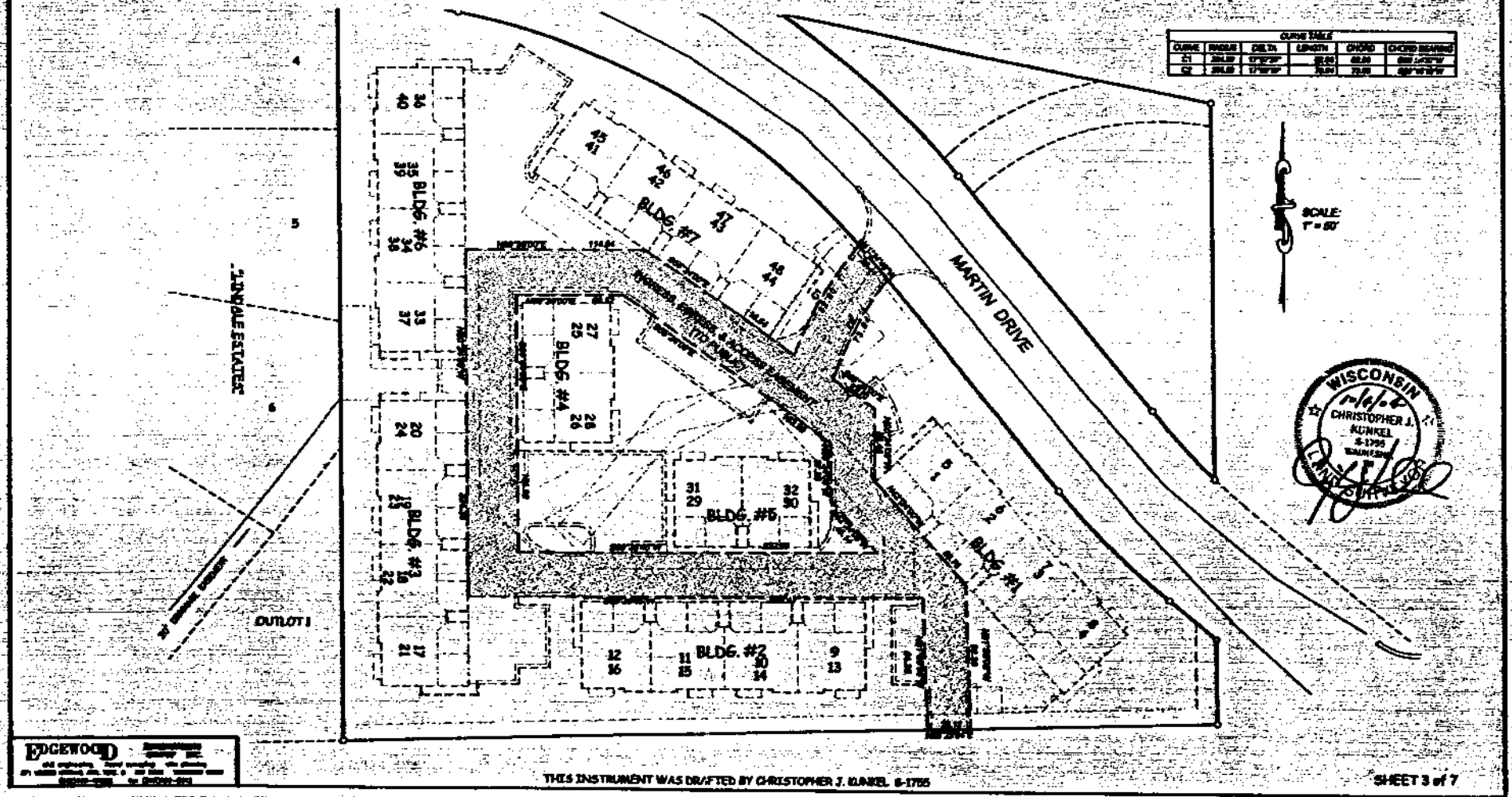
SHEET 2 of 7

001096 FEB 22 05

CONDOMINIUM PLAT

LINDALE VILLAS

CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN



EDGEWOOD

THIS INSTRUMENT WAS DRAFTED BY CHRISTOPHER J. KLINKEL S-1755

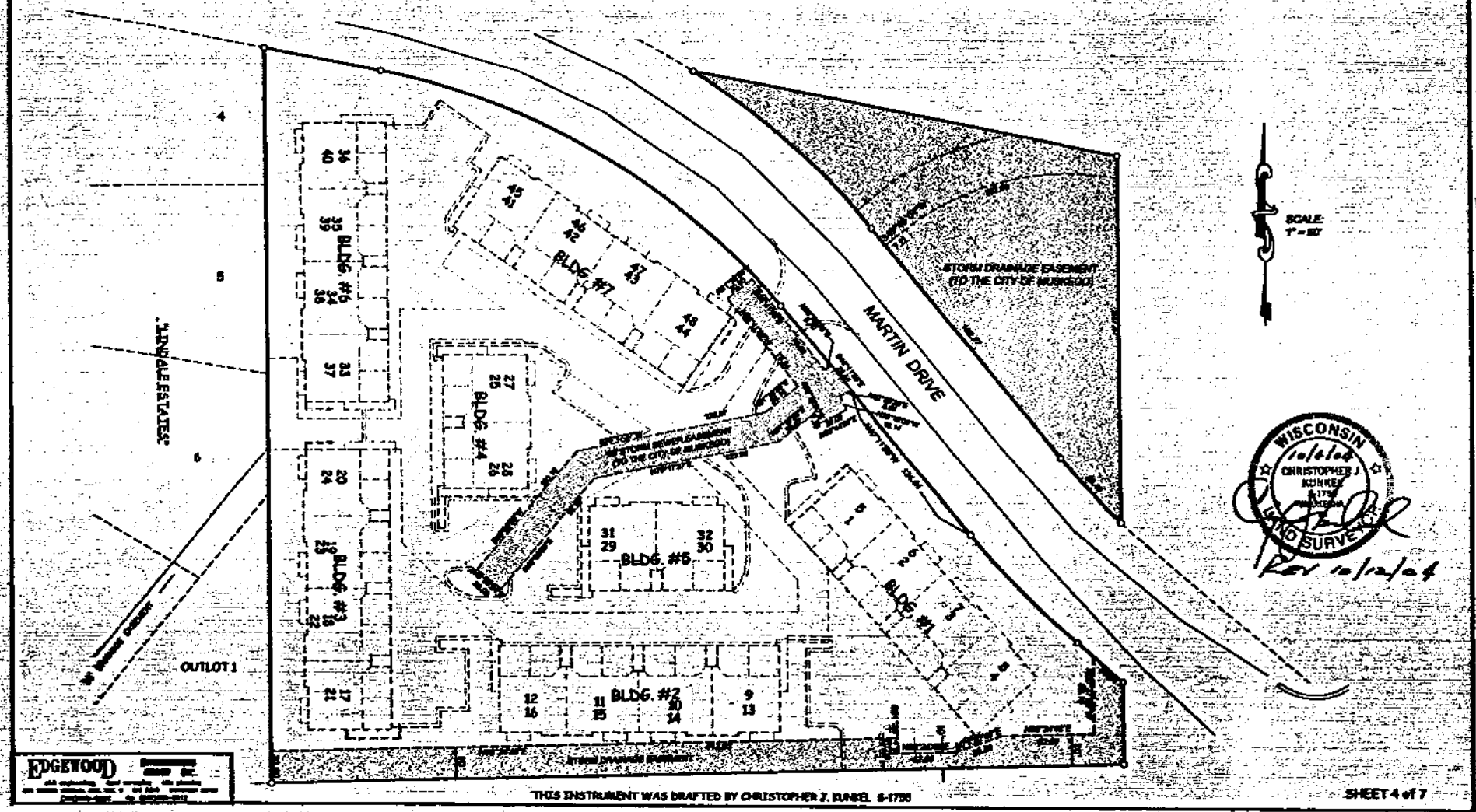
SHEET 3 of 7

00109 7 FEB 22 95

CONDOMINIUM PLAT

LINDALE VILLAS

CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN



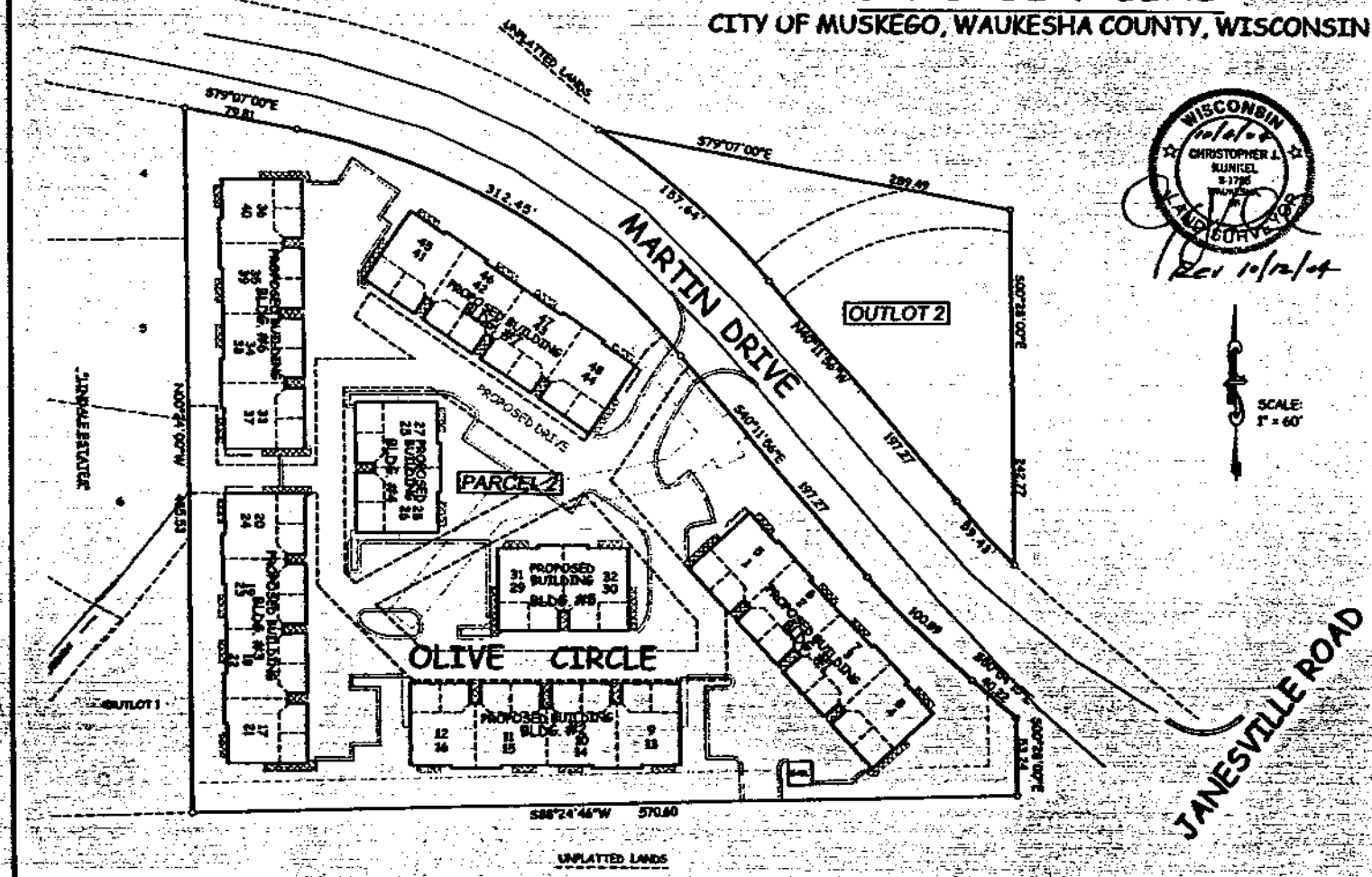
EDGEWOOD

THIS INSTRUMENT WAS DRAFTED BY CHRISTOPHER J. KUNKEL S-1758

SHEET 4 of 7

001098 FEB 22 05

CONDOMINIUM PLAT
LINDALE VILLAS
CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN



LINDALE VILLA - CITY OF MUSKEGO
SUMMARY OF ADDRESSES

Building #1
Unit 01(lower) W161 S7065 Olive Circle
Unit 02(lower) W161 S7071 Olive Circle
Unit 03(lower) W161 S7073 Olive Circle
Unit 04(lower) W161 S7079 Olive Circle

Unit 05(upper) W161 S7067 Olive Circle
Unit 06 (upper) W161 S7069 Olive Circle
Unit 07(upper) W161 S7075 Olive Circle
Unit 08(upper) W161 S7077 Olive Circle

Building #2
Unit 09(lower) W162 S7063 Olive Circle
Unit 10(lower) W162 S7057 Olive Circle
Unit 11(lower) W162 S7055 Olive Circle
Unit 12(lower) W162 S7049 Olive Circle

Unit 13(upper) W162 S7061 Olive Circle
Unit 14(upper) W162 S7059 Olive Circle
Unit 15(upper) W162 S7053 Olive Circle
Unit 16(upper) W162 S7051 Olive Circle

Building #3
Unit 17(lower) W162 S7047 Olive Circle
Unit 18(lower) W162 S7041 Olive Circle
Unit 19(lower) W162 S7039 Olive Circle
Unit 20(lower) W162 S7033 Olive Circle

Unit 21(upper) W162 S7045 Olive Circle
Unit 22(upper) W162 S7043 Olive Circle
Unit 23(upper) W162 S7037 Olive Circle
Unit 24(upper) W162 S7035 Olive Circle

Building #4
Unit 25(lower) W162 S7030 Olive Circle
Unit 26(lower) W162 S7036 Olive Circle
Unit 27(upper) W162 S7032 Olive Circle
Unit 28(upper) W162 S7034 Olive Circle

Building #5
Unit 29(lower) W162 S7054 Olive Circle
Unit 30(lower) W162 S7060 Olive Circle
Unit 31(upper) W162 S7056 Olive Circle
Unit 32(upper) W162 S7058 Olive Circle

Building #6
Unit 33(lower) W162 S7031 Olive Circle
Unit 34(lower) W162 S7025 Olive Circle
Unit 35(lower) W162 S7023 Olive Circle
Unit 36(lower) W162 S7017 Olive Circle

Unit 37(upper) W162 S7029 Olive Circle
Unit 38(upper) W162 S7027 Olive Circle
Unit 39(upper) W162 S7021 Olive Circle
Unit 40(upper) W162 S7019 Olive Circle

Building #7
Unit 41(lower) W162 S7015 Olive Circle
Unit 42(lower) W162 S7009 Olive Circle
Unit 43(lower) W162 S7007 Olive Circle
Unit 44(lower) W162 S7001 Olive Circle

Unit 45(upper) W162 S7013 Olive Circle
Unit 46(upper) W162 S7011 Olive Circle
Unit 47(upper) W162 S7005 Olive Circle
Unit 48(upper) W162 S7003 Olive Circle

EDGEWOOD

THIS INSTRUMENT WAS DRAFTED BY CHRISTOPHER J. KUNKEL S-1755

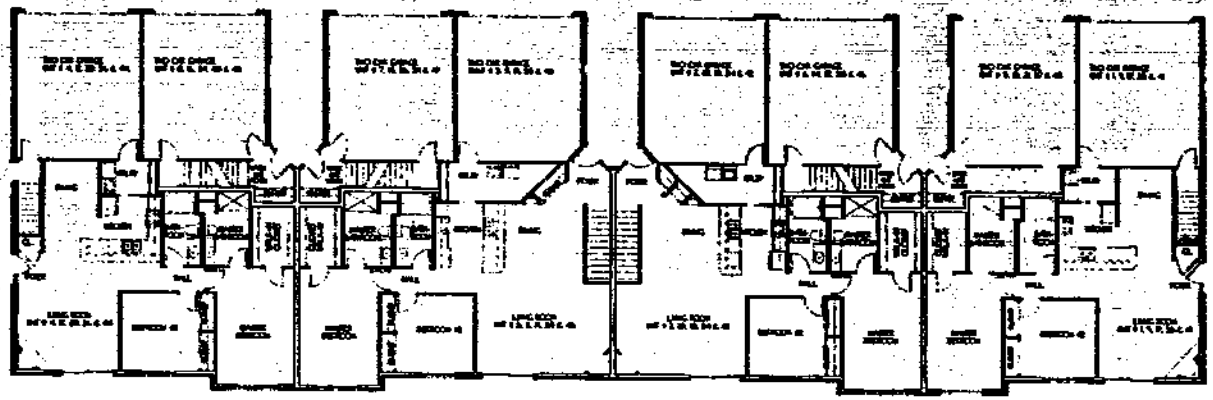
SHEET 5 of 7

001099 FEB 22 05

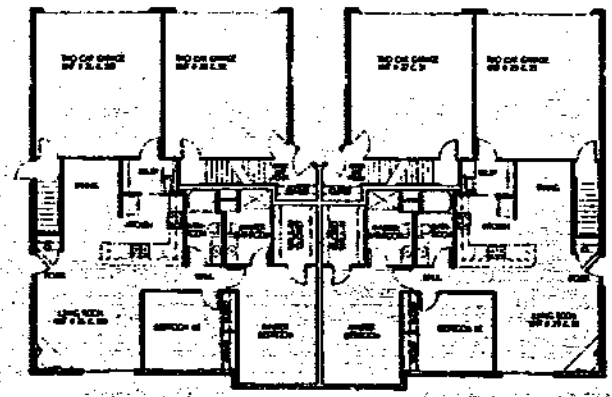
CONDOMINIUM PLAT

LINDALE VILLAS

CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN



FIRST FLOOR PLAN - BUILDING # 1, 2, 3, 6 & 7



FIRST FLOOR PLAN - BUILDING # 4 & 5

OWNER'S CERTIFICATE

LINDEMANN PROPERTIES II, LLC, a Company duly organized and existing under and by the Laws of the State of the State of Wisconsin, as owner, does hereby certify that said corporation has caused the land described on this plat to be surveyed, divided, mapped and dedicated, as represented on this plat.

LINDEMANN PROPERTIES II, LLC, does further certify that this plat is required by S.236.10 or S.236.12 of the Wisconsin Statutes, to be submitted to the following for approval or objection:

1) CITY OF MUSKEGO

IN WITNESS WHEREOF, the said LINDEMANN PROPERTIES II, LLC has caused these presents to be signed by _____, Member and its corporate seal to be hereunto affixed.

DATED this _____ day of _____, 2004.

IN THE PRESENCE OF: LINDEMANN PROPERTIES II, LLC

_____ _____, Member

EDGEWOOD

SHEET 6 of 7

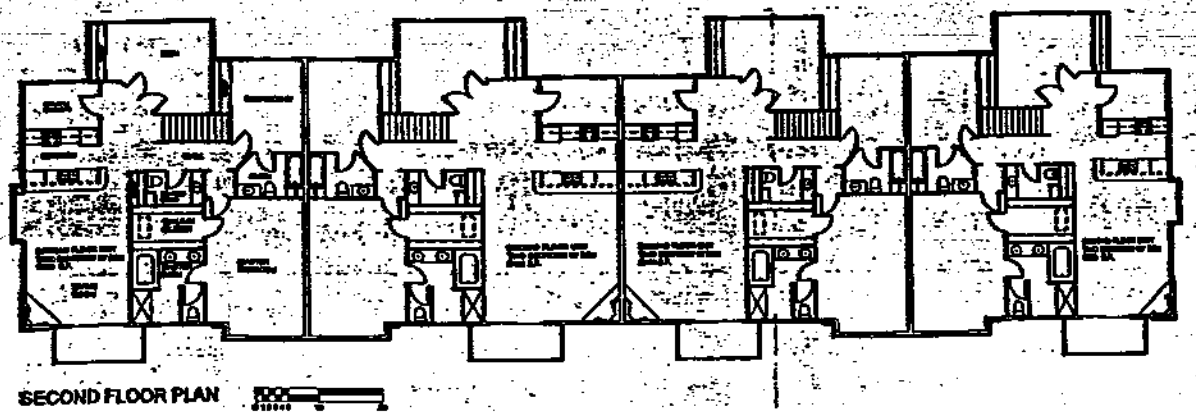
00100 FEB 22 05

CONDOMINIUM PLAT

LINDALE VILLAS

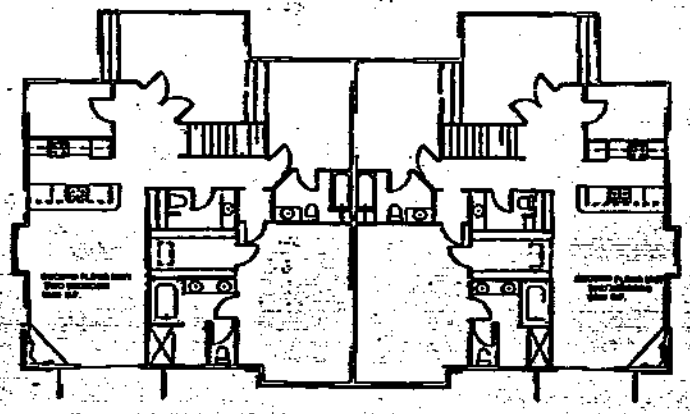
CITY OF MUSKEGO, WAUKESHA COUNTY, WISCONSIN

8 Unit Buildings 1,2,3,6,7



SECOND FLOOR PLAN

4 Unit Buildings 4,5



SECOND FLOOR PLAN

CERTIFICATE OF CITY TREASURER

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

I, Janice Meyer, being the duly appointed, qualified and acting Clerk/Treasurer of the City of Muskego, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of _____ affecting the lands included in the Condominium Plat of Lindale Villas.

Date _____ Janice Meyer, Clerk/Treasurer of City of Muskego

SHEET 7 of 7

EDGEWOOD

00110 FEB 22 05