DECLARATION OF RECIPROCAL EASEMENT AGREEMENT, PROTECTIVE COVENANTS AND RESTRICTIONS

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This Declaration of reciprocal easement agreement, protective covenants and restrictions made this <u>N</u> day of March, 2004, by Jerold J. Berg and Janice A. Berg, husband and wife.

RECITALS

A. Developers are the owners of real property located in Sheboygan County, Wisconsin, described as follows:

Lots Eight through Fifteen, inclusive, First Addition to North Meadows Subdivision, Village of Cascade, Sheboygan County, Wisconsin.

B. The developers desire: (a) to establish and to preserve the residential character and atmosphere for North Meadows Subdivision, (b) to provide for the preservation of property values, (c) to prevent land uses which might detrimentally affect the First Addition to North Meadows Subdivision, (d) to encourage lot owners to develop their respective lots, and (e) to furnish certain improvements to the First Addition to North Meadows Subdivision.

NOW, THEREFORE, to accomplish the desires and intentions described above, the Developers enter into this reciprocal easement agreement and place the following covenants and restrictions upon the First Addition to North Meadows Subdivision.

AGREEMENT

ARTICLE I FIRST ADDITION TO NORTH MEADOWS SUBDIVISION

1.1 First Addition to North Meadows Subdivision Committee. The administration and enforcement of these covenants and restrictions and the reciprocal easement agreement, the authority to grant approvals, and the discretionary powers granted in this Declaration shall be vested in the North Meadows Subdivision Committee (the "Committee"). The Committee shall have the authority to enforce the terms and provisions of this Declaration and to regulate the exterior design, appearance, use,

location and maintenance of the lots and of improvements construed, or to be constructed, on the lots in accordance with the terms, provisions, and purposes of this Declaration.

- 1.2 <u>Committee Composition</u>. The Committee shall be composed of three (3) members. The initial members shall be appointed by the Developers. After Eight (8) lots have been sold by the Developers, the lot owners shall elect the members to the Committee, commencing at the next annual meeting of lot owners. Members of the Committee shall hold office for a term of one year. Except for the Developers, no committee member may be reelected if the committee member has already served three (3) years. In the event the lot owners fail to elect new committee members, the previous committee members shall continue in the position. Interim vacancies will be filled by appointment from the remaining Committee Members.
- 1.3 Meeting Procedure. Annual meetings of the lot owners and, after the lot owners have elected the Committee members, any Committee Meeting at which a petition for waiver of a restriction is to be discussed or voted upon, shall be held at a place accessible to all lot owners. Lot owners shall be given at least seven (7) days advance written notice indicating the location and time of such meetings. Any other Committee Meeting may be held by telephone or similar electronic device. Except where otherwise provided in this Declaration, majority vote shall be sufficient at any Committee meeting to approve or disapprove of any matter before the Committee. In the election of members of the Committee and in effecting in amendment or taking other under this Declaration, each lot shall represent one vote only regardless of the number of lots owned by one person, party or entity, including without limitation the Developers, and regardless of the number of owners of a lot. In the event a two-unit condominium is located upon a lot, each condominium unit shall have one-half of a vote. The annual meeting of lot owners shall occur annually on the first Saturday of May.
- 1.4 Committee Plan Review. No building shall be erected, placed or altered, (pertaining to alterations or additions) until the complete plans have been approved by the committee in writing. Complete plans shall specifically address elevations, specifications, size, quality, materials, harmony of design and its site, driveways, landscaping, and compatibility to other homes in the subdivision. The Committee's approval or disapproval shall be based upon compliance with the provisions of this Declaration. The Committee's approval or disapproval of plans submitted to it shall be in writing. If the Committee fails to approve or disapprove within Fourteen (14) days any plans submitted to it, they shall be deemed to have been approved.
- 1.5 <u>Waiver Authority</u>. The Committee shall have authority by majority vote to waive the whole or in part the restrictions set forth in Sections 2.1, 2.3, 2.4, 2.5, 2.6, 2.7 and 2.8, upon the written petition of any lot owner and after giving all other lot owners seven (7) days advance written notice of the meeting of the Committee to consider such petition. A Committee member, other than Developers, shall abstain from voting upon any waiver relating to his or her lot.

ARTICLE 11 LOT RESTRICTIONS

- 2.1 Use. All lots shall be used primarily for residential purposes. This restriction shall not prohibit the owner of a duplex constructed upon a lot from renting the residences. Other than the sale or rental of lots, or dwellings constructed upon the lots, or the construction activities relating to the improvements of the lots and dwellings upon the lots, no commercial or business activity of any kind or nature may be conducted on any lot if it does, or could reasonably be expected to require or result in (a) a separate building on the lot, (b) manufacturing, storage, exterior activities, (c) customer or vendor traffic, (d) any exterior signs, or (e) any activity visible or audible to the other lot owners or the public.
- 2.2 Restriction on Lot Divisions and Occupancy. Because the Developers believe the size of the lots is essential to maintaining the aesthetic qualities of North Meadows Subdivision, no lot shall be divided so as to form any additional building lots within North Meadows Subdivision; provided, however, that a division pursuant to a condominium declaration shall not be deemed to be a land division as long as the dwelling units are constructed as described below. Two or more adjoining lots may be consolidated as one lot. Two adjoining lot owners may alter a common property line, provided that the change does not have a material impact upon the First Addition to North Meadows Subdivision. Lot numbers 8, 9, 10, 11, 12, 13, and 14 may each be occupied by one single family dwelling unit. Lot 15 may be occupied by one single family dwelling, or by one two family duplex or condominium as long as the exterior facades appear to integrate both dwelling units as a single residence, and driveway access is provided on different streets of the corner lot.
- 2.3 <u>Dwelling Size and Design</u>. No dwelling shall be built or moved onto any lot unless the dwelling has a minimum living area, exclusive of basements, garages, breezeways, porches, and patios, of at least the following size:
- (A) One story, or split level, single family dwelling fifteen hundred (1,500) square feet (Lots 8 through 14, inclusive). (No 2-story homes)
- (B) Two-family dwelling (on Lot 15) twenty four hundred (2,400) square feet, with at least twelve hundred (1,200) square feet in each unit; provided that both dwelling units in the building must independently comply with all code requirements for a dwelling.

In addition to the regulation of the exterior design and appearance by the Committee pursuant to Sections 1.1 and 1.4, the main roof lines of the dwelling shall have a minimum pitch of 5/12.

- 2.4 Garages. All dwellings shall be designed to include an attached garage which is large enough for at least two (2) cars, but not more than 3.5 cars. The exterior facades shall integrate the dwelling and the garage as a single building. The garage shall be constructed at the same time as the dwelling. Duplex or condominium units shall have not less than a 2 car garage for each unit.
- 2.5 Accessory Improvements. All lots, with the exception of Lot # 9, shall allow one additional storage building providing the front of the building is no more than 40 feet from the back lot line and dimensions of said building are not to exceed five hundred seventy-six (576) square feet. (i.e. 24 X 24) The auxiliary building shall be one-story, built with a roof line and materials harmonious with the dwelling. All plans are subject to approval of the committee. Lot #9, any additional structure shall be at the discretion of The Committee.
- 2.6 Off-Street Parking. No dwelling shall be built on any lot without provision for off-street parking for a minimum of two (2) cars, exclusive of garage parking for each dwelling unit.
- 2.7 <u>Setbacks</u>. To assure that all buildings, structures, and other improvements will be located so that the maximum view and privacy will be available to each lot owner, no buildings, structures and other improvements may be located in the setback area of the lot. The setback areas shall be defined by the more restrictive of the ordinances for the Village of Cascade and the County of Sheboygan, as of the time of construction. All lot owners shall comply with zoning ordinances of the Village of Cascade and the County of Sheboygan in effect as of the date of this Declaration.

2.8 Nuisances.

- A. General Nuisances. No untidy material (except during construction or remodeling of the dwelling), machinery, rubbish, bulk materials, scrap, refuse, trash, or debris shall be stored, kept, maintained, dumped, placed, or permitted to accumulate upon any lot. Each lot owner, family member, guest, invitee, employee, tenant, and agent shall refrain from any act or use of a lot which would be noxious, offensive, a violation of any law or governmental code or regulation, or a violation of this Declaration.
- B. Vehicle Storage. Boats, campers, recreational vehicles, snowmobiles, and other similar recreational equipment, owned and used by the lot owner's immediate family may be kept outside of the garage and on the lot during the applicable season for use only. During the off-season, boats, campers, recreational vehicles, snowmobiles, and other similar recreational equipment, shall either be stored in the garage or at an off-site storage facility. No bus, trailer unlicensed or inoperable vehicle shall be stored, kept or maintained on any lot, other than in the garage. No commercial vehicles, including without limitation, delivery trucks, semi-trailer tractors, and dump trucks, shall be stored, kept or maintained on any lot or subdivision streets.

- C. Trash Collection. Prior to the day of collection and removal from the lot, normal household garbage shall be kept in covered containers in the garage or accessory building.
- D. Signs. No sign of any kind shall be erected, painted, displayed, or maintained upon any lot within the First Addition to North Meadows Subdivision, other than a sign no larger than 600 square inches either identifying the residential inhabitants of the dwelling on the lot or advertising the lot for sale during such time as the lot is actually for sale. This restriction shall not apply to the Developers until all of the lots have been sold.
- E. Lighting. Exterior lighting shall be soft and indirect. No light sources shall be located so that they are offensive to neighboring property.
- F. Pets. No animals, livestock, birds, or poultry of any kind shall be raised, bred, or kept upon the lots; provided that a reasonable number of generally recognized house pets may be kept solely as domestic pets for the immediate family of the lot owner and not for any commercial purpose.
- G. Permanent Dwelling Requirement. No mobile home, trailer, camper, tent, shack, garage, or any other type of out-building or structure shall be at any time used as a residence, either temporary or permanent.
- H. Construction Timing. Any construction shall be prosecuted diligently and the dwelling and any auxiliary buildings, exclusive of interior construction, must, in continuously from the onset of construction activities at the lot. The construction of any case, be completed within eight (8) months from commencement of construction.
- I. Lot Maintenance: After a lot is sold to a buyer and construction does not commence within 45 days of the lot sale, the owner is required to keep the ground cover (grass, etc) cut to a height not to exceed six (6) inches so as to prevent weed growth on the properties.
- J. Landscaping. Grass must be planted during the first available growing season after completion of the exterior of the dwelling. Weeds and grasses must be kept in control and properly trimmed, including without limitation monthly seasonal trimming prior to occupancy.
- K. Drainage and Erosion Control. To avoid a substantial increase in surface water drainage onto adjoining lots, if natural drainage on the lot is to be or has been altered by grading or landscaping, a landscaping plan shall be developed by the lot owner to provide for drainage of storm and surface water away from adjoining lots. During any construction and earth moving activities, erosion control practices shall be maintained. Each lot owner shall comply with soil and erosion control plan ordinances.

ARTICLE 111 RECIPROCAL EASEMENT AGREEMENT

- 3.1 Right of Way Easement. Each lot owner and Developers hereby grant, bargain, sell, convey and confirm to all of the other lot owners, and to their family members, guests, invitees, tenants, agents, successors, assigns, and licensees, a right of way and easement on any and all roads and drives identified and depicted on the Subdivision Plat attached as Exhibit "B" whether owned by the Developers or the lot owners (First Addition to North Meadows Subdivision roads), unless and until the Village of Cascade accepts the dedication to the public of the First Addition to North Meadows Subdivision roads. This right of way and easement on the roads is granted for the purpose of lot owners, and their family members, guests, invitees, tenants, agents, successors, assigns, and licensees, having access to and egress from the lots and public roads abutting the First Addition to North Meadows Subdivision. The right of way and easement shall permit, without limitation, the right to drive on all North Meadows Subdivision roads such vehicles as are reasonable and consistent with the use of the lots, along with construction equipment during actual construction. All lot owners, and their respective successors and assigns, covenant and agree that no building, structure or improvement will be erected on or in close proximity to First Addition to North Meadows Subdivision roads so as to impact the use of the roads. In the event all owners of real estate underlying the North Meadows Subdivision roads join in the dedication of the North Meadows Subdivision roads as public roads, the easement described in this paragraph shall terminate upon acceptance of the dedication.
- 3.2 <u>Utility Easements</u>. Each lot owner hereby grants, bargains, sells, conveys and confirms to all of the other lot owners, and to their successors, assigns, and licensees, an easement on, along, above, under, and within 20 feet of, First Addition to North Meadows Subdivision roads, and as depicted on the Subdivision Plat, for purposes of installing, repairing, maintaining, altering, operating, using, removing, and replacing utilities, including without limitation: (a) water, storm and sanitary sewer systems, (b) fire loops and hydrants, (c) electric power, gas, and other forms of energy, (d) telephone, cable, and other forms of signal transmission, and (c) other similar utilities, serving any lot. The easement rights granted by this reciprocal easement agreement shall likewise inure to the benefit of governmental, public and quasi-public entities having the authority to provide utility services. All lot owners, and their respective successors and assigns, agree to enter into reasonable additional documents requested by such entities and relating to this utility easement All lot owners, and their respective successors and assigns, covenant and agree that no building, structure, or improvements will be erected on or in close proximity to the easement area so as to impact the use of this utility easement.

3.3 <u>Indemnification</u>. Each lot owner ("Indemnifying Party") agrees to indemnify and hold the other lot owners harmless from and against any and all demands, liabilities, losses, costs, damages, claims, actions, causes of action, or expenses (including reasonable attorneys fees), of any kind or nature whatsoever, including injury to or death of any and all persons and any and all damage to property caused by, resulting from, arising out of, or in consequence of the acts of the Indemnifying Party, and of acts of the Indemnifying Party's family members, guests, invitees, tenants, agents, successors, assigns, and licensees, relating to the exercise of rights under Article III of this Declaration.

ARTICLE 1V GENERAL PROVISIONS

- 4.1 <u>Duration</u>. The lot restrictions in Article II of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any parties holding under them for a period of forty (40) years from the date this Declaration is recorded, and thereafter for successive periods of ten years unless at least one year prior to the commencement of any such ten-year period of extended duration, this Declaration is terminated by a recorded instrument, directing termination, signed by a majority of the lot owners. The reciprocal easement agreement in Article III of this Declaration shall run with and bind the land and shall be binding on all parties and owners of such lands and any parties holding under them in perpetuity. This Declaration shall be binding upon and inure to the benefit of the successors and assigns of the lot owners.
- 4.2 Enforcement. The Developers, the Committee, or any lot owner shall have the right to enforce, by any proceeding at law or in equity, all covenants and restrictions now or hereafter imposed by this Declaration. Such action may be either to restrain violation or to recover damages. As to many of the restrictions, it would be impossible to measure the monetary loss suffered by violation so that equitable or injunctive relief may be the only remedy. Each lot owner, by accepting an interest in any lot, agrees to be bound by all the conditions, limitations, reservations, and restrictions contained in this Declaration, and in the event of a breach by such lot owner agrees to pay all costs, including actual attorney's fees, for the enforcement of these covenants and restrictions.
- 4.3 Assessment and Lien Rights. Each lot owner, by accepting an interest in any lot, agrees to reimburse the Committee (or the Developers if the Developers incur the cost of enforcing the Declaration) for the actual costs of enforcement pursuant to the provisions of Section 4.2. No owner may waive or otherwise escape liability for the assessments by non-use or by abandonment of the lot. Assessments shall automatically be due and payable within 20 days after the vote approving the assessment. Any assessment not paid by the date due shall automatically be due and payable within 20 days after the vote approving the assessment. Any assessment not paid by the date due shall bear interest at the rate of 12% per annum. The assessments, together with interest, and actual costs of

collection (including actual attorneys fees), shall constitute a lien on the lot against which each such assessment is made, as well as the personal obligation of the lot owner as of the date the assessment was due. By accepting the conveyance of the lot, each lot owner stipulates to the enforceability of the lien in the same manner as condominium liens are enforceable in the State of Wisconsin, pursuant to Section 703.16, Wis. Stats. To collect the assessments, the Committee may bring an action at law against the lot owner personally or foreclose the lien against the lot.

- 4.4 Expansion of North Meadows Subdivision. Developers reserve the right, at any time during the term of this Declaration and from time to time in phases, to subject Developers' Additional Property to this Declaration and to unilaterally add additional land to the First Addition to North Meadows Subdivision (the "Additional Phase"). Developers shall add the Additional Phase by executing and recording an amendment to this Declaration. The amendment shall set forth the legal description of the Additional Phase by executing and recording an amendment to this Declaration. The amendment shall set forth the legal description of the Additional Phase and depict the lot configuration. Until such time that Developers have sold fifty (50%) percent of the lots in the Additional Phase, then at the election of the Developers, the Developers shall have the exclusive authority for plan review, waiver, and other functions of the Committee described in Article 1, but only for the lots in the Additional Phase and only until Developers have sold fifty (50%) percent of those lots, notwithstanding the provisions of Article Ito the contrary.
- 4.5 Severability and Applicable Law. If any provision of this Declaration is illegal, unenforceable or void, then the parties shall be relieved of all obligations arising under such provision, but only to the extent it is illegal, unenforceable or void, it being the intent and agreement of the parties that this Declaration shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if such is not possible, by sustaining therefore another provision that is legal and enforceable and achieves the same objectives. This Declaration shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.
- 4.6 Amendment and Waiver. This Declaration may be amended at any time by a written instrument, executed so as to be recordable by the lot owners of not less than 75% percent of the lots subject to this Declaration, provided, however, that any amendment affecting the prohibition against land division in Section 2.2 or the reciprocal easement agreement in Article III shall be executed by the lot owners of 100% percent of the lots subject to this Declaration. Upon the request of a lot owner, a waiver granted pursuant to Section 1.5 shall be writing, in recordable form, and signed by the Committee members voting in favor of the waiver, and may be recorded by the lot owner.
- 4.7 Notice. Wherever under this Declaration one party is required or permitted to give notice to another, such notice shall be deemed given when delivered in hand or when mailed by first class United States mail, postage prepaid, and addressed to the addressee at the notice address. The notice address for lot owners shall be the one given to the

Committee and, if no address has been given to the Committee, the notice address will be at the street address of the lot.

- 4.8 No Waiver. No consent or waiver, expressed or implied, by the Committee to or of any covenant, condition or duty of lot owner, shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty of lot owner, unless in writing signed by the Committee.
- 4.9 Exculpation. It is understood that nothing in this Declaration shall be construed as creating any personal liability whatsoever against the developers, or their agents.

IN WITNESS WHEREOF, Developers have executed this Declaration as of the day and date set forth above.

STATE OF WISCONSIN)

) ss

SHEBOYGAN COUNTY)

Personally came before this \(\) day of March, 2004, the above named Jerold J. Berg and Janice A. Berg to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

My Commission expires: March 13, 2005

Drafted By Jerold J. Berg

Stewart Title Guaranty Company, Stewart Title Insurance Company, Stewart Title Insurance Company of Oregon, National Land Title Insurance Company, Arkansas Title Insurance Company, Charter Land Title Insurance Company

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We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

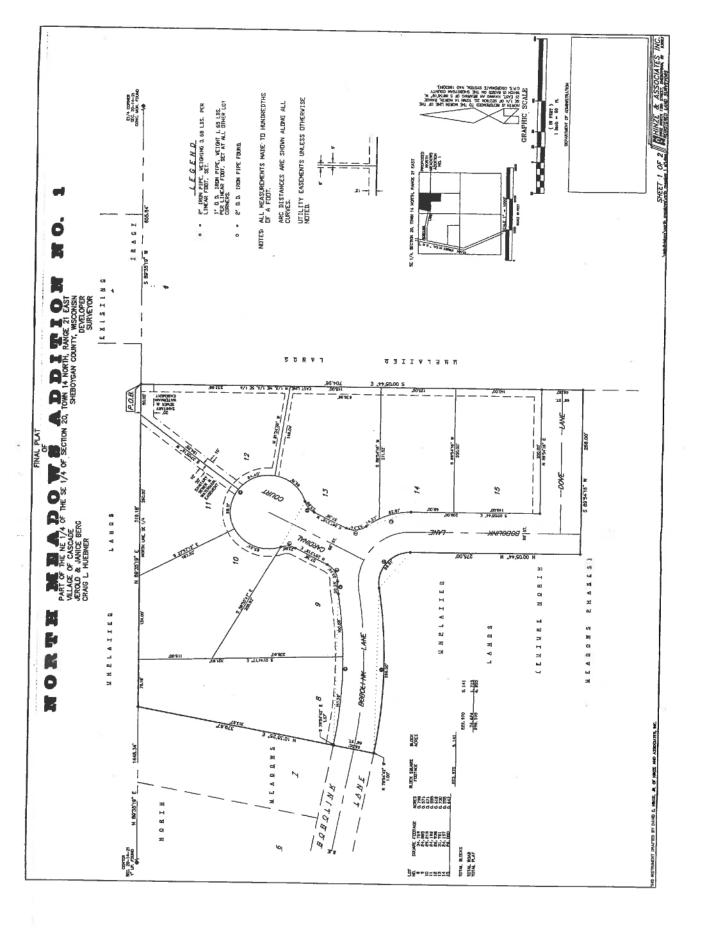
We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

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We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



NOTES: DIGGERS HOTH INE REQUIRED WE ENERGIES WILL NOT RESTORE OR HAUL SPOIL UNLESS OTHERWISE NOTED ON SKETCH. WE ENERGIES WILL NOT RESTORE OR HAUL SPOIL UNLESS OTHERWISE NOTED ON SKETCH. USTOWNER/DEVELOPER IS RESPONSIBLE FOR LOCATING ANY YALL PRIVATE UNDERGROUND FACILITIES AND/OR SENDING THOSE THAT HAVE NOT YET BEEN TURNED OVER TO THE MUNICIPALITY. WE ENERGIES AND/OR ITS CONTRACTORS ARE NOT RESPONSIBLE FOR DAMAGE TO UNMARKED FACILITIES. CUSTOWNER/DEVELOPER AND THEIR CONTRACTORS AUGUS REEP WE REPROISE SASSEMENT AREAS IS PROVIDED INCLUDING, BUT NOT LIMITED TO DUMPSTERS. SPOIL. BACKFILL MATERAL, ECT. CUSTOWNER/DEVELOPER AND THEIR CONTRACTORS AUGUS ENSURE THAT GRADE AT TIME OF WE ENERGIES INSTALLATION IS WITHIN 4" OF FINAL GRADE INCLUDING ANY PLANS FOR FUTURE LANDSCAPING ANY FIELD ADJUSTMENTS TO SIGNED/APPROVED SKETCH MAY RESULT IN ADDITIONAL COSTS INCURRED BY THE DEVELOPER. WE ENERGIES IN NOT RESPONSIBLE FOR DAMAGE TO TREES AND/OR ROOTS LOCATED ALONG TRENCH ROUTE WE ENERGIES AND/OR ITS CONTRACTORS WILL CLEAN ANY WUO/DEBRIS THAT IS TRACKED ONTO EXISTING ROADS AS A RESULT OF THEIR CONSTRUCTION DAILY. THAN THE CONTRACTORS WILL CLEAN ANY WUO/DEBRIS THAT IS TRACKED ONTO EXISTING ROADS AS A RESULT OF THEIR CONSTRUCTION DAILY.		VERIZON	ENGINEERING CONTACT:	CONSTRUCTION CONTACT:	AS BUILT TOTALS: TRENCH: CABLE: EQUIPMENT: ROAD XINGS: BORES:
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