

John Kassner
6629 University Ave
Madison, WI 53722

**THIRD AMENDMENT TO
THE
CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
SUMMER OAKS CONDOMINIUM**

48121
REGISTER'S OFFICE
SAUK COUNTY, WIS.
RECEIVED FOR RECORD

DEC 30 1985

AT 2:30 O'CLOCK A.M. RECORD
FOR SUMMER OAKS CONDOMINIUM
John Kassner

THIS THIRD AMENDMENT TO THE 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", and pursuant to Article 5 of the Declaration which is dated March 30, 1981, and recorded March 31, 1981, in Volume 1 of Condominiums on page 140 as document number 444388 at the Sauk County Register of Deeds office by Summer Oak Coves, a general partnership consisting of John E. Kassner and John A. Kassner, the Declarants in the aforementioned Declaration and hereinafter referred to as the Declarant in this Third Amendment.

1. STATEMENT OF DECLARATION.

The purpose of this Third Amendment to the Declaration is to replat the original plat of Summer Oaks Condominium, and to submit the lands and the improvements already existing and those yet to be constructed, as herein replatted, to the condominium form of ownership in the manner provided by the Act and to the terms of the Declaration of Condominium of Summer Oaks Condominium previously mentioned, as herein and as previously amended from time to time.

This replat of Phase I is intended to vacate and delete from the original plat units shown on that plat as units 13 through 24, both inclusive, comprising the twelve units of Building 2. This replat creates, in their place, two buildings, depicted as Buildings 2A and 2B, each of which contains four (4) units, consisting of units 13 through 16, both inclusive, in Building 2A and units 17 through 20, both inclusive, in Building 2B. A major consequence of this replat of Phase I is the net reduction of the total number of units in Phase I from 24 to 20 units.

Declarant hereby declares that it is the sole owner of the affected units, units 13 through 24, both inclusive, and that it is the sole owner of the units to be created in their place, units 13 through 20, both inclusive, and which new units are hereby submitted to the condominium form of ownership as provided in the Act and the Declaration as previously and as herein amended, and 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 the Declaration, as it is from time to time amended, and of the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all

parties hereafter having any interest in the property. In so doing, the Declarant amends the Declaration for the purpose of recording a Plat of Survey reflecting the changes in the lay-out, location, dimensions and construction details of Building 2 which is not yet constructed as provided in Article 5 of the original Declaration. This Amendment is not intended to alter Units 1 through 12, both inclusive, or units 25 through 32, both inclusive. Such units shall continue to exist as previously platted. Those previously platted units shall be unaffected by this Third Amendment except as specifically referenced herein. The original condominium plat shall continue to serve as the condominium plat of record regarding units 1 through 12, both inclusive. It shall be modified only insofar as it is in conflict with the Replat attached hereto as Exhibit 2, concerning former units 13 through 24, both inclusive, and new units 13 through 20, both inclusive, in which case the Replat shall control.

2. LEGAL DESCRIPTION AND EASEMENTS.

A. Description of Land. The lands affected by this Third Amendment are the lands originally described in the Declaration of Condominium in Article 2(A), as follows:

Lot 1 of Certified Survey Map Number 1104, as recorded in the Sauk County register of Deeds office in Volume 4 of Certified Survey Maps on pages 1104 and 1104A.

also formerly described as:

Units 13 through 24, Summer Oaks Condominium.

also shown as Replat of Phase I on the survey attached hereto as Exhibit 2 to this Third Amendment. Said Replat of Phase I property is hereby subjected to the provisions of the Declaration as it is from time to time amended.

B. The provisions of Articles 2(B), 2(C) and 2(D) of the original Declaration remain in full force and effect as if fully set forth herein.

3. NAME AND ADDRESS.

The replatted units 13 through 20, both inclusive, together with units 1 through 12, both inclusive, comprising all of the Replat of Phase I and the Phase II property, together with any additional lands hereinafter annexed to Phase I, as herein replatted, and to Phase II, pursuant to Article 14 of the Declaration, shall be known as

SUMMER OAKS CONDOMINIUM

Its address is:

Route 1, Box 64R
Merrimac, Wisconsin

4. DESCRIPTION AND LOCATION OF BUILDINGS.

A. Building 1.

Building 1 of Phase I, containing units 1 through 12, both inclusive, was constructed prior to this Third Amendment and it is described in Article 5 of the original Declaration referred to above and is shown on Exhibit 2 to the original Declaration.

B. Buildings 2A and 2B.

There will be two (2) new buildings, identified as Buildings 2A and 2B on Exhibit 2 to this Third Amendment. Each building shall contain four (4) units. Said new buildings shall be single story structures at grade level. There shall be no basement area, the new buildings being constructed on concrete slabs on grade. The new buildings shall be constructed principally as wood frame buildings with wood and stone exteriors. The roof shall be covered with asphalt composition or fiberglass roofing shingles. Each unit will have separate electric heating units, an electric water heating unit and an air conditioner. Electricity for each unit will be separately metered. Water will be provided from one or more central wells and pressure systems. The new buildings will be served by their own, shared sanitary system consisting of one or more septic tanks and drain fields. The new buildings are to be located on the real estate as indicated on page 1 of Exhibit 2 attached hereto and made a part of this Third Amendment to the Declaration.

The Declarant reserves the right to change the lay-out, location, dimensions and construction details of the buildings, units and common areas shown on the original condominium plat, the Second Amendment and the Replat Attached hereto, which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and units; Declarant shall have the right to amend this Third Amendment to the Declaration at its sole discretion for the purpose of recording a Plat of Survey or Plans depicting the lay-out, location, unit numbers and dimensions of the buildings and units as finally located and erected. Complete construction details are contained in the working plans and drawings available for inspection at the office of Declarant or the Association of Unit Owners.

5. DEFINITIONS AND IDENTIFICATION OF UNITS.

Article 6 of the Declaration and Article 5 of the Second Amendment to the Declaration are incorporated herein, but, because of the replat of Phase I, the following portions are modified as follows:

A. Article 6(A)(4) of the Declaration and Article 5(A) of the Second Amendment to the Declaration shall be repealed and recreated to read as follows:

"4. Identification. The units are designated by building number and by identifying unit numbers; the various units and their respective designations and locations are set forth on Exhibit 2 to the Third Amendment to the Declaration for units 1 through 20, both inclusive, and are set forth in Exhibit 2 to the Second Amendment to the Declaration for units 25 through 32, both inclusive. Effective with the recording of the Third Amendment to the Declaration, there shall be no units 21 through 24, both inclusive, said units having been eliminated."

B. Article 6(G) of the Declaration and Article 5(B) of the Second Amendment to the Declaration shall be repealed and recreated to read as follows:

"G. "Common Elements" - are the real estate described on page 1 of Exhibit 2 to the Third Amendment to the Declaration, together with the real estate described in the Amended Condominium Plat of Phase II, and all those portions of the improvements in Phases I and II which are not included in the definition of Unit, and all tangible personal property used in the operation, maintenance and management of the Condominium. Except as provided herein, and subject to the By-laws of the Association and Rules and Regulations adopted under them, the Common Elements are available for the use and enjoyment of or service to Owners of all Units. None of the real estate which is part of the Common Elements may be abandoned, partitioned, subdivided, encumbered, sold or transferred except by amendment of this Declaration. However, the Association may dispose of, by sale or otherwise, damaged, obsolete or unneeded personal property comprising Common Elements."

C. Article 6(H) of the Declaration and Article 5(C) of the Second Amendment to the Declaration shall be repealed and recreated to read as follows:

"H. "Limited Common Elements" - are those Common Elements reserved for the exclusive use and enjoyment or service to one or more, but not all, Unit Owners. Limited Common Elements and the Unit or Units to which their use is reserved are identified on page 2 of Exhibit 2 to the Declaration, and on page 2 of Exhibit 2 to the Third Amendment to the Declaration, and on page 4 of Exhibit 2 to the Second Amendment to the Declaration, the Amended Condominium Plat. In addition, Limited Common Elements may include: patios and balconies adjacent to individual units."

6. Limited Common Areas.

Article 8 of the Declaration and Article 6 of the Second Amendment to the Declaration are incorporated herein, but, because of the Replat of the Phase I property, the following portions are modified as follows:

A. Description. A portion of the Common areas and facilities are designated as "Limited Common Areas," as shown on Exhibit 2 to the Declaration, and Exhibit 2 to the Third Amendment to the Declaration, the Replat of Phase I and as shown on Exhibit 2 to the Second Amendment to the Declaration, the Amended Condominium Plat. Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant, to the exclusion of all other units in the condominium. Such limited common areas consist of a stairway and deck at the front entrance to units 1 through 12, both inclusive and to units 25 through 32, both inclusive, a porch/patio at the front entrance to units 13 through 20, both inclusive; and such other limited common areas as may be identified on Exhibit 2 to the Declaration, Exhibit 2 to the Second Amendment to the Declaration and Exhibit 2 to the Third Amendment to the Declaration.

7. PERCENTAGE OF OWNERSHIP IN COMMON AREAS AND FACILITIES AND LIMITED COMMON AREAS AND VOTING

With the recording of this Third Amendment to the Declaration, each unit owner shall own an undivided interest in the common areas and facilities and limited common areas 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 areas and facilities and limited common areas for all purposes incident to the use and occupancy of his unit as a place of residence and such other incidental uses permitted by the Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of such undivided interest in the common areas and facilities and limited common areas relating to each and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number twenty-eight (28). (See Exhibit 3 to this Third Amendment to the Declaration for the revised schedule of appurtenant interest, which replaces all former schedules)

There shall be one (1) vote appurtenant to each units.

The percentage of such ownership of the common areas and facilities and limited common areas and the votes attaching to each unit shall be subject to change and adjustment in the event of annexation of additional properties and improvements to the condominium, in the manner provided in Article 14 of the Declaration.

8. MAINTENANCE

Article 11 of the Declaration is incorporated herein, but, because of the Replat of the Phase I property, the following portions of Article 11 are modified to read as follows:

A. Individual units and limited common areas. Each unit owner shall be responsible for keeping the interior of his unit

and all of its equipment, fixtures, and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, doors and windows (including replacement of broken glass), screens and screening, lighting fixtures, refrigerators, heating and air conditioning equipment, dishwashers, disposals, laundry equipment which may be in or connect with the unit. Each unit owner shall keep the limited common areas appurtenant to his unit, as defined in Article 8 of the Declaration and as described in Exhibit 2, to the Declaration, Exhibit 2 to the Third Amendment to the Declaration and Exhibit 2 to the Second Amendment to the Declaration in good, clean, sanitary and attractive condition.

B. Common areas and facilities. The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all painting, repair and maintenance of the common portions of all buildings, and the maintenance and repair of the well(s) and the pumping and distribution system to the point where it intersects the Unit; the maintenance and repair of all walks, drives, parking areas and access roads, all landscaping and the recreational areas and facilities; the management and control of the on-site septic system, including the periodic maintenance and replacement, if necessary, of all components of the system which are the following: The pumping tank, the drain field and all connecting pipes which are not part of the unit as defined in Article 6(A)(2)(IV). This system will require periodic pumping of undissolveable effluents. The Association has the power to hire outside firms to perform this maintenance. The Association will prepare an annual operating budget which will include the periodic pumping costs, the approximate repair costs, the depreciation costs and the monthly utility costs.

9. INCORPORATION BY REFERENCE

This Third Amendment to the Declaration of Summer Oaks Condominium is intended to replat the 12 units of Building 2 by creating, in their place two buildings of four units each, thereby deleting four units from the condominium. This Third Amendment consequently incorporates, by reference here, all of the terms of the Declaration and the First and Second Amendments thereto referred to earlier, except as those terms are specifically revised herein, and as to such specific revisions, the present language shall control.

10. RIGHTS RESERVED TO DECLARANT

Declarant reserves to itself all rights previously reserved to itself or its agents in the Declaration and all prior amendments thereto.

Executed at Middleton, Wisconsin the 8th day of October, 1985.

SUMMER OAK COVES
A Wisconsin General Partnership

BY: John E. Kassner (SEAL)
BY: John A. Kassner, Partner

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 8th day of October, 1985, John E. Kassner and John A. Kassner, all of the partners of SUMMER OAK COVES, A Wisconsin General Partnership, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same.

Notary Public, Dane County, WI
My Commission: expires 10/11/87

This instrument was drafted by
Attorney John A. Kassner
6629 University Avenue
Middleton, WI 53562
(608) 836-8400



To Third Amendment to Declaration of Condominium of
SUMMER OAKS CONDOMINIUM

Schedule of Appurtenant Interest and Obligations of Unit Owners
Building 1, Route 1, Box 64R, Unit 1 through 12.

Table with 3 columns: Unit Number, Percentage, Street Address. Lists units 1 through 12, each with a 3.571% interest.

Building 2A, Route 1, Box 64R, Unit 13 through 16.

Table with 3 columns: Unit Number, Percentage, Street Address. Lists units 13 through 16, each with a 3.571% interest.

Building 2B, Route 1, Box 64R, Unit 17 through 20.

Table with 3 columns: Unit Number, Percentage, Street Address. Lists units 17 through 20, each with a 3.571% interest.

Building 3, Route 1, Box 64R, Unit 25 through 32.

Table with 3 columns: Unit Number, Percentage, Street Address. Lists units 25 through 32, each with a 3.571% interest.

W 001-181

SUMMER OAKS CONDOMINIUM
THIRD AMENDMENT TO DECLARATION
OF CONDOMINIUM

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Exhibit 3 - Schedule of Appurtenant Interests and Obligations of Unit Owners	(c)

W 001-785

EXHIBIT 1
To Third Amendment to Declaration of Condominium of
SUMMER OAKS CONDOMINIUM

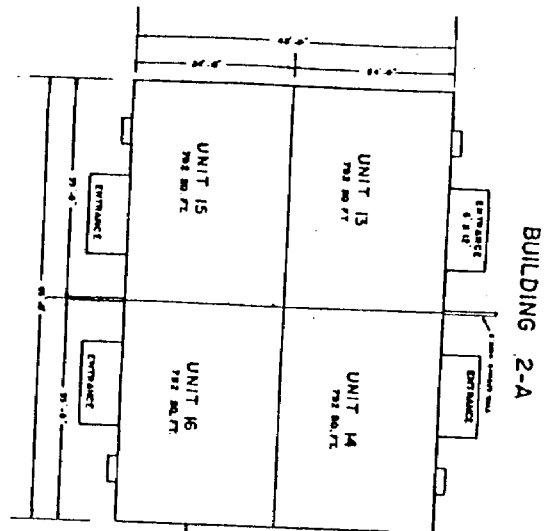
The lands affected by this Third Amendment to the Declaration are the lands originally described in the Declaration of Condominium in Article 2(A), as follows:

Lot 1 of Certified Survey Map Number 1104, as recorded in the Sauk County Register of Deeds office in Vol. 4 of Certified Survey Maps on pages 1104 and 1104A.

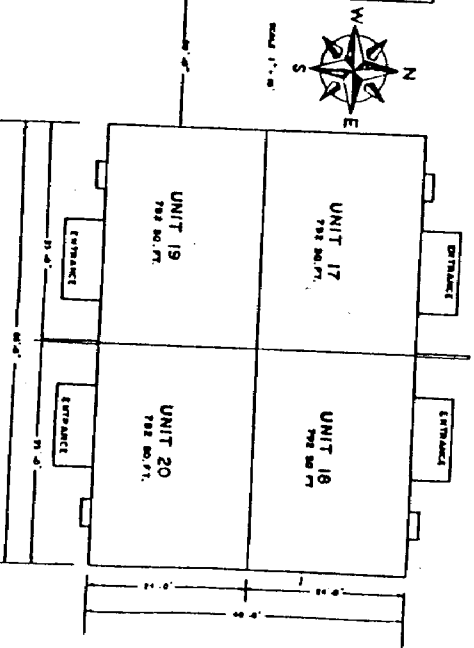
also formerly described as follows:

Units 13 through 24, both inclusive, Summer Oaks Condominium, in the Town of Merrimac, Sauk County, Wisconsin

REPLAT OF UNITS 13 THRU 20
SUMMER OAKS CONDOMINIUM PLAT
PHASE I
TOWN MERRIMAC
SAUK COUNTY, WIS.



BUILDING 2-A



BUILDING 2-B

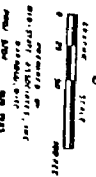


SHEET 2 OF 2 SHEETS

NO.	UNIT	AREA	TYPE	NO.	UNIT	AREA	TYPE
1	1313	2,411	RES	1	1818	2,411	RES
2	1323	2,411	RES	2	1828	2,411	RES
3	1333	2,411	RES	3	1838	2,411	RES
4	1343	2,411	RES	4	1848	2,411	RES
5	1353	2,411	RES	5	1858	2,411	RES
6	1363	2,411	RES	6	1868	2,411	RES
7	1373	2,411	RES	7	1878	2,411	RES
8	1383	2,411	RES	8	1888	2,411	RES
9	1393	2,411	RES	9	1898	2,411	RES
10	1403	2,411	RES	10	1908	2,411	RES
11	1413	2,411	RES	11	1918	2,411	RES
12	1423	2,411	RES	12	1928	2,411	RES
13	1433	2,411	RES	13	1938	2,411	RES
14	1443	2,411	RES	14	1948	2,411	RES
15	1453	2,411	RES	15	1958	2,411	RES
16	1463	2,411	RES	16	1968	2,411	RES
17	1473	2,411	RES	17	1978	2,411	RES
18	1483	2,411	RES	18	1988	2,411	RES
19	1493	2,411	RES	19	1998	2,411	RES
20	1503	2,411	RES	20	2008	2,411	RES

REPLAT OF UNITS 13 THRU 20
SUMMER OAKS CONDOMINIUM PLAT
PHASE I

LOCATED IN UNIT 1313, SECTION 17, TOWN 9-27E
RANGE 9-28N, SAUK COUNTY, WISCONSIN



William J. Brown
LAND SURVEYOR
WISCONSIN 14141

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