

DECLARATION OF PROTECTIVE COVENANTS
 PLAT OF ST. CROIX HILLS
 TOWN OF OAK GROVE
 PIERCE COUNTY
 STATE OF WISCONSIN

KNOW ALL PERSONS BY THESE PRESENTS, that KDK Properties, LLC, fee owner of Lots 1-25, Plat of St. Croix Hills, Town of Oak Grove, County of Pierce, State of Wisconsin, have declared and by these presents does declare that the above Lots in the Subdivision are, and for the period of time hereinafter stated shall be, subject to the following defined protective covenants, restrictions, and servitudes and that every subsequent Owner of said Lots shall be bound to such covenants, restrictions and servitudes and shall accept title subject thereto:

A. DEFINITIONS

1. "Association" or "Homeowner's Association" shall mean and refer to The St. Croix Hills Homeowner's Association, Inc., a nonstock corporation incorporated under the laws of the state of Wisconsin, and its successors and assigns.
2. "Town" shall mean the town of Oak Grove, Pierce County, Wisconsin.
3. "Declarant" shall mean Kenneth Schroeder, Duane M. Rau, and Keith Pospisil, by and for KDK, Properties, LLC and their successors and assigns.
4. "Declaration" shall mean this Declaration of Protective Covenants.
5. "Developer" shall mean Kenneth Schroeder, Duane M. Rau, and Keith Pospisil, by and for KDK, Properties, LLC and their successors and assigns.
6. Except for purposes of defining the Developer's membership rights in the Association as set forth below, "Lot" shall mean a single-family residential building lot on the final platted street in the Subdivision.

7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in this Declaration which shall include all Owners and the Developer.
8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Subdivision. "Owner" includes contract sellers, but excludes those having an interest in a Lot and/or building thereon merely as security for the performance of an obligation.
9. "Plat" shall mean the plat of each phase of the Subdivision as recorded in the records of Pierce County, Wisconsin.
10. "Subdivision" shall mean and refer to that certain real property described on Exhibit A and depicted on Exhibit B attached hereto, which describe and depict twenty-five (25) lots of the St. Croix Hills Subdivision. "Subdivision" shall also mean and refer to any additional land later added to the Subdivision, plus any additional lots later created on land added to the Subdivision.
11. As used herein, the word "person" shall include a natural person, as well as any other legal entity, including, but not limited to a corporation, a partnership, a trustee, an executor, executrix, administrator or administratrix of a decedent's estate and a guardian duly appointed by a court of competent jurisdiction.

B. GENERAL PROVISIONS

The following are General Provisions applicable to the Subdivision:

1. The Premises described in Exhibit A are owned by Declarant. Each Owner of a Lot, by the act of becoming such, shall be deemed to have acknowledged and agreed (a) that the Lot and any additions thereto as may be hereafter made pursuant to the terms hereof, shall be the only property subject to this Declaration; and (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure, description, or other representation of a scheme of development, shall be construed as subjecting, or requiring Declarant, or any successor or assignee, to subject to this Declaration or any other declaration or agreement any property or land now or hereafter owned by any of them. If Declarant elects to make additions to the Premises pursuant to the following paragraph, then upon the recording of an Amendment Certificate (as hereinafter defined), such additional real property shall be included for all purposes within the scope of the term "Premises" as used in this Declaration.
2. The covenants, restrictions, reservations, easements, and conditions imposed by this Declaration are initially imposed upon the real property described in Exhibit A and may at a later date be imposed upon other real property designated by

Declarant's execution and filing of an Amendment Certificate. The term "Amendment Certificate" shall mean a written instrument executed, acknowledged and delivered by Declarant in recordable form and filed for record with the Recorder of Pierce County, Wisconsin providing that additional real estate is subject to this Declaration and/or providing for an amendment of, addition to, or deletion of a term of this Declaration. Each Amendment Certificate shall contain the volume and page number of this Declaration and of any prior Amendment Certificate. Once Declarant amends and adds to this Declaration additional land, then all easements, other common property, and voting membership rights described herein or covered hereby or by the governing documents of the Association shall also be for the benefit of the Lots and Owners of the additional land, and their rights and duties shall be the same as the rights and duties of the Lots and Owners in and toward the real property originally subject to this Declaration.

3. The Plats, and all parts thereof, the Declaration, and the Articles of Incorporation and the By-Laws of The St. Croix Hills Homeowners Association, Inc., when adopted and recorded, shall constitute covenants running with the land, inuring to the benefit of and binding upon: the Premises; all Lots and other property shown on the Plat; all present and future Owners of any Lot or portion thereof; Declarant; and The St. Croix Hills Homeowners Association, Inc. and his, her, its and their heirs, executors, administrators, successors and assigns, and each of the foregoing benefitted and bound persons shall have the right to enforce the Declaration, the provisions of the Plats, and such Articles of Incorporation and By-Laws, at law or in equity.
4. When three (3) Lots of St. Croix Hills Subdivision have had Family Homes or Dwellings built upon them and have been transferred from the Developer (and its successor and assigns) to an Owner, and by December, 2005 at the latest, the Association will be turned over to the Owners. The Developer may amend this Declaration or the By-Laws of the Association, without affecting substantial changes, until turnover of the Association to Owners.
5. After the Association has been turned over to the Owners as provided in paragraph B4 above, the By-Laws of the Association may be amended as provided by the By-Laws of the Association, attached hereto as Exhibit C.
6. Each and every of the covenants, restrictions, reservations, conditions, and easements contained herein shall be considered to be an independent and separate covenant and agreement, and in the event any one or more of them shall for any reason be held to be invalid or unenforceable all remaining covenants, restrictions, reservations, conditions, and easements shall nevertheless remain in full force and virtue.

C. CONCERNING THE ST. CROIX HILLS

HOMEOWNERS ASSOCIATION, INC.

1. Declarant will establish The St. Croix Hills Subdivision, Inc. (herein called the "Association") which shall be a nonstock corporation organized under the laws of the State of Wisconsin, and Declarant will establish its initial By-Laws, Board of Directors and Officers.
2. The Members of the Association shall be the Owners of the Lots in the Subdivision, and, as provided elsewhere herein, shall include the Developer. One Owner of each Lot is required to be a Member of the Association.
3. The principal purpose of the Association is to maintain, conserve, keep up, preserve, protect, administer, maintain, improve, and promote the use and enjoyment of the Subdivision.
4. In the conduct of all affairs of the Association, the number of votes shall be governed by the By-Laws. This paragraph shall not diminish the Developer's right to amend as set forth elsewhere in this Declaration. Neither this Declaration nor the By-Laws nor any other document may be amended to allow the imposition of assessments on the Developer.
5. The ownership of a Lot shall carry with it membership in the Association which membership is non-divisible and non-severable, by partition or otherwise, from ownership of such Lot. The conveyance (or encumbrance) of title to a Lot shall also convey (or encumber) such membership interest even if the instrument of conveyance (or encumbrance) does not mention or purport to convey (or encumber) such membership interest.
6. Except for Lots owned by the Developer which are governed by the provisions on voting set forth elsewhere in the Declaration, each Lot in the Subdivision, whether owned by one person or more than one person, shall have one vote in voting for and participating in the activities of the Association, and shall have equal obligations with respect thereto. As among themselves, all Owners of a Lot, whether such ownership be vested in a single person, or in more than one person as tenants in common, tenants by the entirety or joint tenants, with or without rights of survivorship, or divided between legal ownership and equitable ownership, shall have both joint and several personal liability concerning obligations relative to the Association.

D. EASEMENTS

The following easements shall hereby be created with respect to the Subdivision:

1. An easement adjacent to the road right-of-way for the installation and maintenance of utility services.
2. Easements for storm sewage purposes, drainage and any other utilities, as shall be reflected on the Plats.
3. Developer and the Association, as successor, hereby reserve the right to amend the Plats and to grant further rights and easements, within, upon, over, under and across the Subdivision for the benefit of the Owners or the Developer

E. OTHER DEED RESTRICTIONS

The following other restrictions shall apply to the Lots in the Subdivision:

1. The Premises described in Exhibit A are owned by Declarant and shall be used exclusively for construction of one (1) single-family dwellings only, two (2) garages, either attached or detached, the architecture of which is compatible with the dwelling. All properties shall have at least a two (2) car garage included in the initial phase. This provision shall not prevent the use of a room or suite on the premise for an office or studio by the occupant of the dwelling. No Lot shall be subdivided.
2. No dwelling, house, or garage shall be erected in the Subdivision without first obtaining written approval of the plan and color selections of the roof and exterior by Developer, or a person designated by them in writing. The main house, exclusive of garages or porches shall have at least 1,300 square feet on the main floor of a single level home or 1,800 square feet finished area on a multi-level plan. Split-level homes shall be considered a one-level home with a finished basement; thus will need a minimum of 1,300 square feet on the top level. An exception to the minimum square footage requirements may be granted for certain unique exterior design features. No 4x8 sheeting will be permitted for exterior finished siding. Untreated wood exteriors shall not be permitted. No home shall have more than two (2) stories above ground level.
3. One outbuilding of no greater than 2,000 square feet will be allowed. The outbuilding shall have an exterior that is in keeping with the dwelling. All colors shall be earth-tone in nature. Any variation of this covenant shall be up to the discretion of the Subdivision's Homeowner's Association, or the majority when 75% of the original parcels in the Subdivision are sold. Outbuildings are restricted to twenty five (25) feet maximum height.

4. No outside toilet facilities, portable or otherwise, shall be maintained on the property, except as such temporarily facilities are placed upon the property in connection with construction activity, pursuant to approval by the Subdivision's Homeowner's Association.
5. All electrical, telephone, or other utilities shall be installed underground from the service line to the dwelling unit. Each individual landowner may choose where said lines transgress within their property boundaries so long as approval is first had and obtained from each individual utility company. Solar roof panels shall be allowed, but shall not be allowed to be maintained at a height more than (3) feet above the highest roof line of the residence or garage to which they are attached. No evaporative cooler shall be placed on any roof.

All initial stormwater and erosion control systems shall be designed, installed and maintained as shown on the final plat, at Developer's expense, and shall at all times comply with the rules, regulations, and standards established by Wisconsin Statutes, Pierce County Board of Health, or Town statutes, ordinances, or rules. All future responsibility for all stormwater management and/or erosion control measures installed on any lot or common areas, if any, in the said platted area shall be made the future responsibility of the Subdivision's Homeowner's Association. Any lot on which a stormwater management or erosion control measure is installed shall not be assigned sole responsibility for maintenance or repair for said installation. The Town shall not be responsible for the maintenance or repair of any stormwater management or erosion control measure shown on the plat or draining from it. However, the Town shall have the authority but not the obligation to enter onto any lot or outlot to perform such maintenance or repairs as have not been performed by said Homeowner's Association following written notice by the Town to the Homeowner's Association that said measures requires repair or maintenance and following a fifteen (15) day opportunity for it to do so. The costs and expenses of the Town in taking said measures shall be deemed to be for the benefit of all lots in the subdivision and shall be considered a special charge pursuant to Wis. Stats. §66.0627 which shall be then charged back pro rata against the property tax bill of each lot in the said subdivision. The Town shall have no liability for property damage or personal injury that may result from any detention ponds or drainage area located in said subdivision. Said ponds and drainage areas are necessary for stormwater protection purposes. The pond areas shall be shown as restricted areas for non-building and/or placement of fill material of any kind on the preliminary and final plats. The drainage areas and ponds shall not be altered or filled.

6. No part of a Lot within the Subdivision or any improvements situated on said Lot shall be used as a theater, club or store which theater, club or store encourages or sells films, services or wares of a pornographic nature.

7. No commercial or retail business will be allowed nor will there be any signage permitted. Other than a political sign during the 30-day period before an election, a "for sale" sign, an in-home office sign, or a sign placed by the Developer or any building contractor purchasing Lots from the Developer, no sign is permitted to be put on any Lot, Family Home, or Dwelling in a place which would make the sign visible from any street or any other Lot in the Subdivision. The Developer, the Declarant, Owners, and the Association shall each have the power and right to enforce this deed restriction against signs, and all Lot Owners agree that the Pierce County Court has the power and right to enjoin, on a preliminary and permanent basis, all such signs, and to award attorney fees in favor of the Developer if the Developer has sought an injunction against any such sign.
8. From the time construction begins on any Lot, the structure shall be completed within twelve (12) months.
9. Building lots purchased within the Subdivision and not developed immediately must be mowed and maintained on a monthly basis. In the event of neglect, lots will be cleaned and mowed by the Subdivision's Homeowner's Association with the cost of these services billed back to the Owner.
10. Earth homes, dome homes or double-wide homes shall not be permitted within the Subdivision.
11. Tents, above-ground swimming pools, fences of other than wooden materials, clotheslines, and other shelters or enclosures are prohibited throughout the Subdivision except as otherwise provided herein. Nothing herein shall be construed to limit the authority of the Association to permit construction of any other kind of structure, fence, shed, in-ground swimming pool or other similar building or structure which in its opinion is not detrimental to the Subdivision and as may be permitted by the Town. The Association's approval is required before an Owner may construct or install any such structure.
12. No noxious or offensive activity shall be performed or emanate from any Lot or Dwelling, nor shall anything be done thereon which may result in any annoyance or nuisance to the Subdivision.
13. No vehicle in operating condition, commercial truck, motor home, boat or other similar commercial or recreational vehicle shall be parked on any street or in any driveway or parking area in the Subdivision or kept other than in an Owner's garage, except while engaged in transportation to or from a residence or in the event that it is necessary or incidental to the construction or repair of any building. Junk vehicles and general debris shall not be stored on any Lot.
14. The exterior surface and dimensions of each house and garage shall not be altered in appearance, building materials or color from that which prevails generally in

the Subdivision without approval of the Association. The Association shall have sole discretion to determine generally prevailing conditions as to appearance, building materials, or color. In the event that an Owner undertakes repair or rebuilding of a Dwelling which is destroyed in whole or in part, the repair or rebuilding shall be in accordance with these standards.

15. Each Owner shall maintain the exterior of his house and garage in good condition and repair, including periodic house painting or periodic cleaning of aluminum or vinyl siding.
16. All driveways and sidewalks shall be consistent with all applicable laws, ordinances, and requirements of the Town and/or County. Owners may, at their discretion, pave their driveways. Driveways and sidewalks shall be maintained by the Owner of each Lot in the same material and reasonable in the same condition as prevails throughout the Subdivision, and in accordance with all applicable ordinances and regulations of the Town and/or County. Any and all disturbed ground areas must be restored or sodded by the end of the landscaping season, on year from the start of construction.
17. Each Dwelling shall have a mailbox and post constructed in accordance with the following:
 - (a) Mailbox post must be constructed of treated lumber, 4 x 4, put together with galvanized screws;
 - (b) Bottom of mailbox must be between 4x4 and 48" from ground;
 - (c) Front of mailbox must be perpendicular to the edge of pavement so that carrier can deliver from vehicle, approximately 6" to 10" from curb; and
 - (d) Post should be set 4' from driveway apron.
18. No change shall be made in the original grade position of any Lot.
19. The exterior walls, siding, trim, face brick and roof of Family Homes and Dwellings shall be maintained in their original condition, subject to ordinary wear.
20. No animals are permitted to be owned or kept by residents in the Subdivision except small domestic pets not to exceed two (2) in number. All permitted pets shall at all times be confined indoors, except cats and dogs may occasionally be kept outdoors, provided such pets do not, by barking or otherwise, disturb the Owner or occupant of any other Lot in the Subdivision. Dogs shall be housed in a kennel if outdoors and restrained by leash when walked. No animals shall be allowed to run freely.

21. The raising or breeding of livestock shall not be permitted.
22. All prospective purchasers and Owners are advised that the Subdivision is adjacent to active farming operations. Wisconsin law provides protection for farming operations by restricting nuisance actions relating thereto. Reference is made to Wisconsin Statutes 823.08, regarding agricultural use.
23. No junk (including non-operable motor vehicles or parts thereof), trash, debris or other forms of solid waste, shall be allowed to accumulate on any Lot or parcel but shall be promptly and officially disposed of. No vehicles which are not in serviceable or usable condition, inoperable or unlicensed automobiles shall be parked on any Lot or street, nor permitted to remain therein. All rubbish, trash, garbage and other putrefied forms of waste shall be kept in sanitary containers equipped with tight fitting lids. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. Nothing shall be construed to prohibit the reasonable necessary storage on a Lot of building materials during the course of construction of a house and garage on such Lot or during the course of adding to or remodeling a house or garage on such Lot.
24. Satellite dishes for television reception shall be approved. They shall be located in an area as much as possible that is not obviously visible to the public. Antennas of any variety shall not exceed twenty (20) feet in height. An ornamental or recreational structure, such as a gazebo or a children's climber or playhouse, containing not more than two hundred (200) square feet of floor area shall not be considered an outbuilding for the purpose of outbuilding restrictions.
25. No window air conditioners shall be permitted in the Subdivision.
26. Operation of snowmobiles and/or all-terrain vehicles shall not be permitted within the Subdivision. Owners of such vehicles may load their vehicles on to trailers to transport them to approved trails or other areas should they desire. The use of the Township road in the Subdivision, if the Township and County permit, may be used to proceed directly to County approved trails with the return using these same roads directly to the residence. Operation of these vehicles on another's property is strictly prohibited.
27. Tree removal shall be approved only to the extent that would be necessary to accommodate the immediate homesite according to the plat plan. This provision also pertains to outbuildings. Diseased or dead trees may be removed at the Owners discretion.
28. Residents who store firewood on their property shall stack it in a neat, clean manner, screened from public view.
29. The discharge of firearms is prohibited within the Subdivision area.

30. No Lot shall be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept except in sanitary containers. Notwithstanding the foregoing, no hazardous substance shall be brought onto, installed, used, stored, treated, disposed of or transported over the Subdivision area, and all activities in the Subdivision shall, at all times, comply with applicable Wisconsin law. The term "Hazardous Substance" shall mean any substance which, as of the date hereof, or from time to time hereafter, shall be listed as hazardous or "toxic" under the regulations implementing The Comprehensive Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., The Clean Air Act, 42 U.S.C. 7401 et seq., and any other local, state, and/or federal laws that govern the existence, cleanup and/or remedy of contamination of property, the protection of the environment from spill deposited or otherwise in place, contamination, the control of hazardous waste or the use, general transport, treatment, removal or recovery of hazardous substances including building materials.
31. All Lots are sold "as is", and Lot Owners are responsible for their own soil testing of their Lot. Lot Owners agree to indemnify and hold KDK Properties free and harmless from all claims relating to or arising from existing soil conditions.
32. The covenants, restrictions, reservations, easements, and conditions herein set forth are to run with the land and shall be binding and continue in full force and effect on all parties owning property within the Subdivision forever.
33. The Developer reserves the right to add to, delete from, or amend these Protective Covenants, so long as any changes do not adversely and unreasonably affect the use of property in the Subdivision. Further, the Developer reserves the right to add additional land or lots to St. Croix Hills Subdivision. However, the Developer agrees that there shall be no change to the provisions of the restrictive covenants which in any way relates to the Homeowner's Association responsibility for continued maintenance of the stormwater detention ponds, or the Town's right but not obligation to perform maintenance and specially assess the cost against the property if continued maintenance is not adequately performed by the Homeowner's Association pursuant to Section E.5., above.
34. These Covenants of Restriction are severable and the invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.
35. Enforcement of these protective covenants shall be by proceedings at law or in equity either to restrain violation or to recover damages against any person or persons violating or attempting to violate the same. Since the amount of damages resulting from a breach of these Covenants of Restriction may be difficult to ascertain, the purchasers of lots in the Subdivision consent to the enforcement of these Covenants of Restriction by injunction.

F. ENFORCEMENT

Declarant reserves unto itself, so long as Declarant owns any part of the Premises and for one year after the last sale of Lots in the Subdivision, and to the Association, the right, in case of any violation or breach of any of the terms of this Declaration, to restrain such violation or breach and/or to recover damages therefor, and/or to enter upon the property as to which such violation or breach exists and summarily to abate and remove the same at the expense of the Owner thereof, and the Declarant or the Association shall not by reason thereof be deemed guilty of any manner of trespass for such entry, abatement, or removal. Failure of Declarant or the Association to enforce any of the terms of this Declaration shall in no event be construed, take, or held to be in any manner a waiver thereof, or an acquiescence in or any consent to any further or succeeding breach or violation of the terms of this Declaration, and Declarant and the Association shall at any and all times have the right to enforce the terms hereof and to prevent any other violations and breaches of this Declaration; however, the failure, refusal or neglect of Declarant or the Association to enforce the same shall in no manner and to no extent whatsoever, make the Declarant or the Association liable in connection therewith, or constitute a waiver of the provisions of the Declaration.

IN WITNESS WHEREOF, the Owners has caused this instrument to be executed at _____, Wisconsin, this ____ day of April, 2004.

Witnesses:

Kenneth Schroeder, Declarant

Duane M. Rau, Declarant

Keith Pospisil, Declarant

This instrument was drafted by:

Bruce E. Sellers
Sellers Law Office
306 Main Street
PO Box 509
Mapleton, MN 56065
(507)524-4110

AMENDMENT CERTIFICATE TO THE RESTRICTIVE COVENANTS
PLAT OF ST. CROIX HILLS
TOWN OF OAK GROVE
PIERCE COUNTY
STATE OF WISCONSIN

WHEREAS, the following real estate situated in the County of Pierce, in the State of Wisconsin and in the Town of Oak Grove, as described on Exhibit A and depicted on Exhibit B attached hereto, which describe and depict twenty-five (25) lots in the ST. CROIX HILLS SUBDIVISION, and is recorded in the Register of Deeds, Pierce County, Wisconsin, is subject to certain Restrictive Covenants; and

WHEREAS, on June 21, 2004, the Town of Oak Grove approved the Restrictive Covenants on the Premises; and

WHEREAS, Section B.2 of the Restrictive Covenants provides for their amendment upon the execution and filing of an Amendment Certificate by the Declarant; and

WHEREAS, the Declarant owns of all the Lots in the Subdivision and agrees to amend the Restrictive Covenants as published; and

WHEREAS, the Declarant desires that this Amendment Certificate to the Restrictive Covenants be filed of record to provide notice to all present and future property owners; and

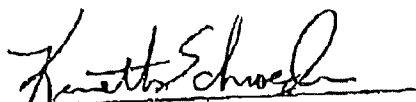
WHEREAS, the Declarant further exercises the authority to amend as follows:

Delete Section E.26. Section E.26 of the Restrictive Covenants is deleted in its entirety.


Except as further amended and modified by this Amendment Certificate, the Restrictive Covenants and Amendment shall remain in full force and effect.

DATED: August 5, 2004.

St. Croix Hills Homeowner's Association


Kenneth Schroeder,
President

Declarant
KDK Properties, LLC
By:


Dennis M. Rao

AMENDMENT CERTIFICATE TO THE RESTRICTIVE COVENANTS
PLAT OF ST. CROIX HILLS
TOWN OF OAK GROVE
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Except as further amended and modified by this Amendment Certificate, the Restrictive Covenants and Amendment shall remain in full force and effect.

DATED: August ____, 2004.

St. Croix Hills Homeowner's Association

Declarant
KDK Properties, LLC
By:

Kenneth Schroeder,
President

Duane M. Rau

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**RESTRICTIVE COVENANT
FOR SHARED DRIVEWAY**

WHEREAS, KDK Properties, Inc., is OWNER of the following described property:

Lots 16 and 17, Plat of St. Croix Hills, Town of Oak Grove, Forest County, Wisconsin.

James D. Pillian
Ogden Engineering Co.
1234 S. Wesson Lane.
River Falls, WI 54022

WHEREAS, OWNERS are required to place a record of a Restrictive Covenant for Shared Driveway to be used by the owners of Lots 16 and 17, Plat of St. Croix Hills.

Parcel I. D. Number

NOW, THEREFORE, OWNERS acknowledge as follows:

1. OWNERS, their heirs, successors and assigns shall be responsible for the cost to construct shared driveway to Town of Oak Grove standards.
2. The cost of maintaining the driveway, including snow removal, shall be paid in equal shares by the owners of the proposed Lots 16 and 17. Decisions regarding the necessity of snow removal and general maintenance of said driveway shall be the result of a mutual agreement between the owners of proposed Lots 16 and 17. This covenant shall run with the land and shall be binding on the parties hereto, their heirs, successors and assigns.

[Signature]
KDK PROPERTIES, LLC
Darryl Ray, Chief Operating Officer

State of MD
County of Dakota

Personally came before me this 11 day of October, 2003, the above named person to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Michelle Lee
Notary Public
County, Dakota

My Commission Expires 1/31/05

