

DECLARATION OF RESTRICTIVE COVENANTS
FOR SINGLE FAMILY DWELLING LOTS LOTS 21 THROUGH 41 INCLUSIVE
AND 45 THROUGH 48 INCLUSIVE IN
CEDAR CREEK ESTATES SUBDIVISION, SECOND ADDITION
TO THE CITY OF OGLESBY

PREPARED AUGUST 6, 1998

The undersigned owner and developer of Lots 21 through 41 inclusive and 45 through 48 inclusive in Cedar Creek Estates Subdivision, Second Addition, to the City of Oglesby, Illinois, desiring to create a desirable residential subdivision and to assure the preservation of property values, quality, natural beauty and amenities therein, do hereby covenant that the following restrictions and reservations shall be imposed upon and extended to all of the said lots, and the said covenants and reservations shall run with the land and be binding upon the undersigned, their grantees, successors and assigns and the said lots shall be subject to the said covenants and reservations.

1. The word "lot" as hereinafter used in this declaration is intended to mean any one of Lots 21 through 41 inclusive and 45 through 48 inclusive, as shown on the plat of said subdivision. No lot shall be further subdivided in any manner or form.

2. Each lot in the subdivision is subject to one or more permanent easements for public utility purposes as shown on the plat of the subdivision for the installation and maintenance of sanitary sewer, storm sewer, watermain, natural gas, telephone and electric distribution lines and any and all other utility service lines in said subdivision which may be necessary or needed for the benefit of any or all of the lots in said subdivision. No permanent building shall be placed on said easements but the same may be used for gardens, shrubs, landscaping and other authorized purposes that do not interfere with the

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use of said easement for public utility purposes.

3. Lots 21 through 41 inclusive and 45 through 48 inclusive shall not be used for purposes other than single family private residence purposes, and no building structure or addition to each residence, including above ground swimming pools, other than a single family private dwelling shall be erected, placed or maintained on any such lot without the prior, written approval of the developer at least 30 days in advance of construction. The design, character and exterior finish of any garage shall conform to and harmonize with the dwelling house on such lot. All homes must be architecturally harmonious with the area. No building shall be erected upon a foundation having exposed unfinished concrete or concrete block higher than (1) foot above the finish grade. Driveways are to be constructed so as not to change the contour or drainage pattern of the area, and must be covered with a suitable material such as concrete, blacktop, paver brick, etc. to be completed within 18 months from the end of construction.

4. The ground floor of the main structure of any residential unit or units, exclusive of open porches or garages, shall not be less than 1,300 square feet for a single family one story unit, and at least a total of 1,700 square feet for a single family two story unit, and shall have a pitched roof with a slope of not less than four (4) feet vertical for each twelve (12) feet of horizontal distances. Each residence shall have a garage space for a minimum of two (2) cars.

5. No television or radio antennas, towers shall be allowed except in the attic of the residential unit.

6. All water, gas and electric meters and all exterior compressors and cooling

towers used in conjunction with central air conditioning shall be installed at the side or rear of the residence in such a manner as not to detract from the exterior beauty and planning of the unit and not become an annoyance and nuisance to the neighborhood.

7. No building shall be permitted to stand with its exterior in an unfinished condition for long than twelve months after commencement of construction.

8. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior.

9. Each lot owner shall connect to the city water system and sewer system at the expense of the lot owner; no water wells or septic systems will be allowed on any lot.

10. All utilities including telephone, electric and television cables other than for temporary service during construction shall be installed underground.

11. All structures constructed or placed on any lot in the development shall be constructed with new materials and no used structures shall be relocated or placed on any such lot.

12. Every outdoor receptacle for trash, rubbish or garbage shall be installed or shall be so placed and kept, in such a manner as not to be visible from any street within the development at any time except during the evening prior to the scheduled times for refuse collections and shall be removed on the day that such collections are made.

13. No weeds or unsightly growths shall be permitted to grow or remain upon the premises, even though a building has not been commenced or erected thereon; all front and side yards shall be sodded or seeded to grass, and no grass shall be permitted to exceed three inches in height; and no refuse pile or unsightly objects shall be allowed to be

placed or allowed to remain anywhere thereon.

14. No lot owner, during construction or otherwise, shall remove any trees, shrubs, or timber on any lot without prior approval of the developer except such trees, shrubs or timber as may be diseased or dead.

15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept on a lot by the occupant thereof, provided that they are not kept, bred or maintained for commercial purpose.

16. No chain or chain link fences of any kind shall be permitted on any lot without prior approval of the developer.

17. No lot owner or occupant shall permit any truck, or commercial vehicle, including without limitation cargo trailer, campers, house trailers, mobile homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or along the side of the lot.

18. No sign of any kind shall be displayed to the public view on any lot except one sign not more than five square feet advertising the property for sale or rent.

19. No noxious or offensive activity shall be carried on upon any lot, nor shall any activities be permitted thereon which may be or may become an annoyance or nuisance to the neighborhood or in violation of the ordinance of any governmental body having jurisdiction over said premises.

20. The existing topography shall not be raised or lowered as to affect the drainage of water runoff of surrounding property.

21. Exterior construction shall be of brick or partial brick and cedar, redwood or stone; partial vinyl siding may be used with prior approval of the developer; all driveways must be either portland cement concrete or bituminous concrete; all plans for buildings and landscaping must be approved by the developer prior to construction.

22. Lot Grading.

- A. Grading of lots within the subdivision shall be accomplished in a manner to prevent ponding and shall not result in the flooding of any primary structures.
- B. Except in special cases, grading of all grassed areas of lots shall be kept within the range on one-half (0.5) percent and five (5) percent.
- C. Driveway grades on all lots, as measured from the top of curb to finished garage floor, shall be kept within the range of one (1) percent and ten (10) percent.
- D. Drainage easements will be provided along the rear and/or side lot lines when surface waters from more than one lot are conveyed down a property line.
- E. When the slope between adjacent properties is three (3) foot horizontal to one (1) foot vertical or greater, retaining walls or other improvements approved by the developer shall be required.
- F. All grading plans and driveway grades and top of foundation elevations shall be submitted in advance to the developer for

approval prior to construction.

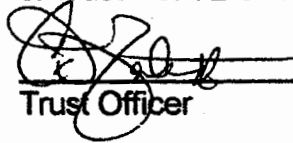
23. These covenants and restrictions shall run with the land, be binding upon the Grantors and any Grantee of the property hereinabove described, their heirs, executors, administrators and assigns and all persons claiming under them until January 1, 2005, at which time such restrictions shall be automatically extended for successive periods of ten years, unless by vote of the majority of the then owners of the real estate lots in Cedar Creek Estates Subdivision, First Addition, it is agreed to change said restriction in whole or in part; said agreements, covenants and restrictions shall operate for the benefit of and may be enforced by the Grantor or owner of any lot of said described premises, however, it is provided that these agreements, covenants and restrictions shall not be enforced personally for damages against any later Grantees herein, their heirs or assigns, unless they be the owners of the portion of said described premises upon which the violation of said agreements, covenants and restrictions is done at such time of violation.

24. Invalidity of any one of these Covenants and Restrictions by Judgement, Order of Decree of Court shall in no way effect any of the other provisions, all of which shall remain in full force and effect.

25. The enforcement of any one or all of the restrictions herein contained may be by suit in equity or in law against the person or persons violating or attempting to violate any of the restrictions herein contained, said action being in the nature of a damage action or a mandatory injunction, or both.

IN WITNESS WHEREOF, the Owner and Developer, LaSalle National Bank as Trustee of Trust No. 22-04175-5-70 dated April 19, 1993 has executed this Declaration of Restrictive Covenants this 7th day of AUGUST, 1998.

LaSalle National Bank as Trustee
of Trust No. 22-04175-5-70




Trust Officer

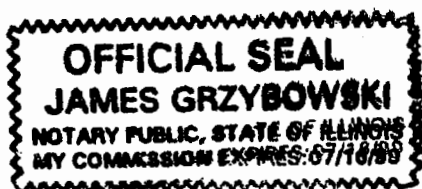
STATE OF ILLINOIS)
)SS
COUNTY OF LASALLE)

I, a notary public in and for said county, in the state aforesaid, do hereby certify that CDFALETTI personally known to me to be the LaSalle National Bank Trust Officer acting as Trustee for Trust No. 22-04175-5-70, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Trust Officer, he signed and delivered the said instrument as Trustee.

DATED: 8-7, 1998



Notary Public



**DECLARATION OF RESTRICTIVE COVENANTS
FOR SINGLE FAMILY DWELLING LOTS LOTS 49 THROUGH 66 INCLUSIVE
AND 73 THROUGH 79 INCLUSIVE IN
CEDAR CREEK ESTATES SUBDIVISION, THIRD ADDITION
TO THE CITY OF OGLESBY**

PREPARED MAY 1, 2005

The undersigned owner and developer of Lots 49 through 66 inclusive and 73 through 79 inclusive in Cedar Creek Estates Subdivision, Third Addition, to the City of Oglesby, Illinois, desiring to create a desirable residential subdivision and to assure the preservation of property values, quality, natural beauty and amenities therein, do hereby covenant that the following restrictions and reservations shall be imposed upon and extended to all of the said lots, and the said covenants and reservations shall run with the land and be binding upon the undersigned, their grantees, successors and assigns and the said lots shall be subject to the said covenants and reservations.

1. The word "lot" as hereinafter used in this declaration is intended to mean any one of Lots 49 through 66 inclusive and 73 through 79 inclusive, as shown on the plat of said subdivision. No lot shall be further subdivided in any manner or form.

2. Each lot in the subdivision is subject to one or more permanent easements for public utility purposes as shown on the plat of the subdivision for the installation and maintenance of sanitary sewer, storm sewer, watermain, natural gas, telephone and electric distribution lines and any and all other utility service lines in said subdivision which may be necessary or needed for the benefit of any or all of the lots in said subdivision. No permanent building shall be placed on said easements but the same may be used for gardens, shrubs, landscaping and other authorized purposes that do not interfere with the use of said easement for public utility purposes.

3. Lots 49 through 66 inclusive and 73 and 79 inclusive shall not be used for the purposes other than single family private residence purposes, and no building structure or addition to each residence, including above ground swimming pools, other than a single family private dwelling shall be erected, placed or maintained on any such lot without prior, written approval of the developer at least 30 days in advance of construction. The design, character and exterior finish of any garage shall conform to and harmonize with the dwelling house on such lot. All homes must be architecturally harmonious with the area. No building shall be erected upon a foundation having exposed unfinished concrete or concrete block higher than (1) foot above the finish grade. Driveways are to be constructed so as not to change the contour or drainage pattern of the area, and must be covered with a suitable material such as portland cement concrete or bituminous concrete and are to be completed within 12 months from the end of construction.

4. The ground floor of the main structure of any residential unit or units, exclusive of open porches or garages, shall not be less than 1,300 square feet for a single family one story unit, and at least a total of 1,700 square feet for a single family two story unit, and shall have a pitched roof with a slope of no less than four (4) feet vertical for each twelve (12) feet of horizontal distances. Each residence shall have a garage space for a minimum of two (2) cars.

5. No television or radio antennas or towers shall be allowed except in the attic of the residential unit.

6. All water, gas and electric meters and all exterior compressors and cooling towers used in conjunction with central air conditioning shall be installed at the side or

rear of the residence in such a manner as not to detract from the exterior beauty and planning of the unit and not become an annoyance and nuisance to the neighborhood.

7. No building shall be permitted to stand with its exterior in an unfinished condition for longer than twelve months after commencement of construction.

8. No building shall be occupied for living purposes which is not functionally complete in details as to the exterior.

9. Each lot owner shall connect to the city water system and sewer system at the expense of the lot owner; no water wells or septic systems will be allowed on any lot.

10. All utilities including telephone, electric and television cables other than for temporary service during construction shall be installed underground.

11. All structures constructed or placed on any lot in the development shall be constructed with new materials and no used structures shall be relocated or placed on any such lot.

12. Every outdoor receptacle for trash, rubbish or garbage shall be installed or shall be so placed and kept, in such a manner as not to be visible from any street within the development at any time except during the evening prior to the scheduled times for the refuse collections and shall be removed on the day that such collections are made.

13. No weeds or unsightly growths shall be permitted to grow or remain upon the premises, even though a building has not been commenced or erected thereon; all front and side yards shall be sodded or seeded to grass, and no grass shall be permitted to exceed three inches in height; and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon.

14. No lot owner, during construction or otherwise, shall remove any trees, shrubs, or timber on any lot without prior approval of the developer except such trees, shrubs or timber as may be diseased or dead.

15. No animals, livestock or poultry of any kind shall be raised, bred, or left on any lot, except that dogs, cats or other household pets may be kept on a lot by the occupant thereof, provided that they are not kept, bred or maintained for commercial purpose.

16. No chain or chain link fences of any kind shall be permitted on any lot without prior approval of the developer. No fence of any kind shall be permitted on lots 75, 76, 77, 78, and/or 79.

17. No lot owner or occupant shall permit any truck, or commercial vehicle, including without limitation cargo trailer, campers, house trailers, mobile homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot.

18. No sign of any kind shall be displayed to the public view on any lot except one sign not more than five square feet advertising the property for sale or rent.

19. No noxious or offensive activity shall be carried on upon any lot, nor shall any activities be permitted thereon which may be or may become an annoyance or nuisance to the neighborhood or in violation of the ordinance of any governmental body having jurisdiction over said premises.

20. The existing topography shall not be raised or lowered as to affect the drainage of water runoff of surrounding property.

21. Exterior construction shall be of brick or partial brick and cedar, redwood or stone; partial vinyl siding may be used with prior approval of the developer; all driveways must be either portland cement concrete or bituminous concrete; all plans for building and landscaping must be approved by the developer prior to construction.

22. Lot Grading.

- A. Grading of lots within the subdivision shall be accomplished in a manner to prevent ponding and shall not result in the flooding of any primary structures.
- B. Except in special cases, grading of all grassed areas of lots shall be kept within the range of one-half (0.5) percent and five (5) percent.
- C. Driveway grades on all lots, as measured from the top of curb to finished garage floor, shall be kept within the range of one (1) percent and then (10) percent.
- D. Drainage easements will be provided along the rear and/or side lot lines when surface waters from more than one lot are conveyed down a property line.
- E. When the slope between adjacent properties is three (3) foot horizontal to one (1) foot vertical or greater, retaining walls or other improvements approved by the developer shall be required.
- F. All grading plans and driveway grades and top foundation elevations shall be submitted in advance to the developer for approval prior to construction.

23. These covenants and restrictions shall run with the land, be binding upon the Grantors and any Grantee of the property hereinabove described, their heirs, executors, administrators and assigns and all persons claiming under them until January 1, 2015 at which time such restrictions shall be automatically extended for successive periods of ten years, unless by vote of majority of the then owners of the real estates lots in Cedar Creek Estates Subdivision, Third Addition, it is agreed to change said restriction in whole or in part; said agreements, covenants and restrictions shall operate for the benefit of and may be enforced by the Grantor or owner of any lot of said described premises, however, it is provided that these agreements, covenants and restrictions shall not be enforced personally for damages against any later Grantees herein, their heirs or assigns, unless they be the owners of this portion of said described premises upon which the violation of said agreements, covenants and restrictions is done at such time of violation.

24. Invalidity of any one of these Covenants and Restrictions by Judgment, Order of Decree of Court shall in no way effect any of the other provisions, all of which shall remain in full force and effect.

25. The enforcement of any one or all of the restrictions herein contained may be by suit in equity or in law against the person or persons violating or attempting to violate any of the restrictions herein contained, said action being in the nature of a damage action or a mandatory injunction, or both.

IN WITNESS WHEREOF, the Owner and Developer, BDIV, LLC has executed this Declaration of Restrictive Covenants this 15th day of October, 2005.

BDIV, LLC


Member

STATE OF ILLINIOS)
) SS
COUNTY OF LASALLE)



I, a notary public in and for said county, in the state aforesaid, do hereby certify there Rich Muekey personally known to me to be the member of the BDIV, LLC known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such member, he signed and delivered the said instrument as member.

DATED: October 15, 2005


Notary Public

**DECLARATION OF RESTRICTIVE COVENANTS
FOR SINGLE FAMILY DWELLING LOTS LOTS 67A THROUGH 67B
INCLUSIVE AND 74A THROUGH 74B INCLUSIVE IN
CEDAR CREEK ESTATES SUBDIVISION THIRD ADDITION TO THE CITY
OF OGLESBY**

PREPARED MAY 1, 2005

The undersigned owner and developer of Lots 67A through 67B inclusive and 74A through 74B inclusive in Cedar Creek Estates Subdivision, Second Addition, to the Cit of Oglesby, Illinios, desiring to create a desirable residential subdivision and to assure the preservation of property values, quality, natural beauty and amenities therein, do hereby covenant that the following restrictions and reservations shall be imposed upon and extended to all of the said lots, and the said covenants and reservations shall run with the land and be binding upon the undersigned, their grantees, successors and assigns the said lots shall be subject to the said covenants and reservations.

1. The word "lot" as hereinafter used in this declaration is intended to mean any one of Lots 67A through 67B inclusive and 74A through 74B inclusive, as shown on the plat said subdivision. No lot shall be further subdivided in any manner or form.

2. Each lot in the subdivision is subject to one or more permanent easements for public utility purposes as shown on the plat of the subdivision for the installation and maintenance of sanitary sewer, storm sewer, watermain, natural gas, telephone and electric distribution lines and any and all other utility service lines in said subdivision which may be necessary or needed for the benefit of any or all of the lots in said subdivision. No permanent building shall be placed on said easements but the same may be used for gardens, shrubs, landscaping and other authorized purposes that do not interfere with the use of said easement for public utility purposes.

3. Lots 67A through 67B inclusive and 74A and 74B inclusive shall not be used for the purposes other than a single family private residence purposes, and no building structure or addition to each residence, including above ground swimming pools, other than a single family private dwelling shall be erected, placed or maintained on any such lot without prior, written approval of the developer at least 30 days in advance of construction. The design, character and exterior finish of any garage shall conform to and harmonize with the dwelling house on such lot. All homes must be architecturally harmonious with the area. No building shall be erected upon a foundation having exposed unfinished concrete or concrete block higher than (1) foot above the finish grade. Driveways are to be constructed so as not to change the contour or drainage pattern of the area, and must be covered with a suitable material such as concrete, blacktop, paver brick, etc. to be completed within 12 months from the end of construction.

4. The ground floor of the main structure of any residential unit or units, exclusive of open porches or garages, shall not be less than 1,800 square feet for a two family dwelling nor less than 1,300 square feet for a single family two story unit, and 2,600 total square feet for a two family, two story unit, and shall have a pitched roof with a slope of no less than four (4) feet vertical for each twelve (12) feet of horizontal distances. Each single family shall have a garage space for a minimum of two (2) cars, and two family units a total of two (2) cars.

5. No television or radio antennas, towers shall be allowed except in the attic of the residential unit.

6. All water, gas and electric meters and all exterior compressors and cooling towers used in conjunction with central air conditioning shall be installed at the side or

rear of the residence in such a manner as not to detract from the exterior beauty and planning of the unit and not be become an annoyance and nuisance to the neighborhood.

7. No building shall be permitted to stand with its exterior in an unfinished condition for longer than twelve months after commencement of construction.

8. No building shall be occupied for living purposes which is not functionally complete in details as to the exterior.

9. Each lot owner shall connect to the city water system and sewer system at the expense of the lot owner. No water wells or septic systems will be allowed on any lot.

10. All utilities including telephone, electric and television cables other than for temporary service during construction shall be installed underground.

11. All structures constructed or placed on any lot in the development shall be constructed with new materials and no used structures shall be relocated or placed on any such lot.

12. Every outdoor receptacle for trash, rubbish or garbage shall be installed or shall be so placed and kept, in such a manner as not to be visible from any street within the development at any time except during the evening prior to the scheduled times for the refuse collections and shall be removed on the day that such collections are made.

13. No weeds or unsightly growths shall be permitted to grow or remain upon the premises, even though a building has not been commenced or erected thereon; all front and side yards shall be sodded or seeded to grass, and no grass shall be permitted to exceed three inches in height; and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain anywhere thereon.

14. No lot owner, during construction or otherwise, shall remove any trees, shrubs, or timber on any lot without prior approval of the developer except such trees, shrubs or timber as may be diseased or dead.

15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept on a lot by the occupant thereof, provided that they are not kept, bred or maintained for commercial purpose.

16. No chain or chain link fences of any kind shall be permitted on any lot without prior approval of the developer.

17. No lot owner or occupant shall permit any truck, or commercial vehicle, including without limitation cargo trailer, campers, house trailers, mobile homes, or carryalls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot.

18. No sign of any kind shall be displayed to the public view on any lot except one sign not more than five square feet advertising the property for sale or rent.

19. No noxious or offensive activity shall be carried on upon any lot, nor shall any activities be permitted thereon which may be or may become an annoyance or nuisance to the neighborhood or in violation of the ordinance of any governmental body having jurisdiction over said premises.

20. The existing topography shall not be raised or lowered as to affect the drainage of water runoff of surrounding property.

21. Exterior construction shall be of brick or partial brick and cedar, redwood or stone; partial vinyl siding may be used with prior approval of the developer; all

driveways must be either portland cement concrete or bituminous concrete; all plans for building and landscaping must be approved by the developer prior to construction.

22. Lot Grading.
 - A. Grading of lots within the subdivision shall be accomplished in a manner to prevent ponding and shall not result in the flooding of any primary structures.
 - B. Except in special cases, grading of all grassed areas of lot shall be kept within the range of one-half (0.5) percent and five (5) percent.
 - C. Driveway grades on all lots, as measure from the top of curb to finished garage floor, shall be kept within the range of one (1) percent and then (10) percent.
 - D. Drainage easements will be provided along the rear and/or side lot lines when surface waters from more than one lot are conveyed down a property line.
 - E. When the slope between adjacent properties is three (3) foot horizontal to one (1) foot vertical or greater, retaining walls or other improvements approved by the developer shall be required.
 - F. All grading plans and driveway grades and top foundation elevations shall be submitted in advance to the developer for approval prior to construction.
23. For any duplex units constructed on these lots, the following restrictions shall apply:

- A. A common wall between each side of the duplex unit shall be constructed as shown on the attached drawing marked as Exhibit A on the boundary line between lot A and lot B
- B. Each owner of lot A or B constitution one-half of the duplex unit shall be equally responsible for the maintenance and repair of the interior of the common wall and individually responsible for the maintenance and repair of the surface of the common wall on their side of the common wall.
- C. The full roof of the duplex unit shall be of the same color and quality.
- D. The dwelling on each side of the common wall of the duplex unit shall have its own water line and sewer line connected to the city water and sewer mains.

24. There covenants and restrictions shall run with the land, be binding upon the Developer and Grantee of the property hereinabove described, their heirs, executors, administrators and assigns all persons claiming under them until January 1, 2015 at which time such restrictions shall be automatically extended for successive periods of ten years, unless by vote of majority of the then owners of the real estates lots in Cedar Creek Estates Subdivision, Third or Second Addition, it is agreed to change said restriction in whole or in part; said agreements. Covenants and restrictions shall operate for the benefit of and may be enforced by the Developer or owner of any lot of said described premises, however, it is provided that these agreements, covenants and restrictions shall not be enforced personally for damages against any later Grantees herein, their heirs or assigns,

unless they be the owners of this portion of said described premises upon which the violation of said agreements, covenants and restrictions is done at such time of violation.

25. Invalidity of any one of these Covenants and Restrictions by Judgment, Order of Decree of Court shall in no way effect any of the other provisions, all of which shall remain in full force and effect.

26. The enforcement of any one or all of the restrictions herein contained may be by suit in equity or in law against the person or persons violating or attempting to violate any of the restrictions herein contained, said action being in the nature of damage action of mandatory injunction, or both.

IN WITNESS WHEREOF, the Owner and Developer, BDIV, LLC has executed this Declaration of Restrictive Covenants this ____ day of ____, 2005.

BDIV, LLC

Member

STATE OF ILLINIOS)
) SS
COUNTY OF LASALLE)

I, a notary public in and for said county, in the state aforesaid, do hereby certify there _____ personally known to me to be the member of the BDLV, LLC known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such member, he signed and delivered the said instrument as member.

DATED: _____, 2005

Notary Public
