

**CONDOMINIUM DECLARATION OF
THE POND IN THE FALLS CONDOMINIUM**

Table of Contents

	<u>Page</u>
ARTICLE I. CREATION	A-1
1.1 Purpose	A-1
1.2 Name and Address.	A-1
1.3 Land	A-1
ARTICLE II. DEFINITIONS	A-1
ARTICLE III. DESCRIPTION OF UNITS	A-1
3.1 Buildings	A-1
3.2 Description of Units	A-1
3.3 Identification of Units	A-2
3.4 Unit Boundaries	A-2
ARTICLE IV. DESCRIPTION OF COMMON ELEMENTS	A-2
4.1 Common Elements	A-2
4.2 Limited Common Elements	A-2
4.3 Use of Common Elements	A-3
ARTICLE V. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS ...	A-3
ARTICLE VI. ASSOCIATION OF UNIT OWNERS	A-3
ARTICLE VII. RESIDENTIAL PURPOSE	A-3
ARTICLE VIII. SERVICE OF PROCESS	A-4
ARTICLE IX. DAMAGE AND DESTRUCTION	A-4
9.1 Full Insurance Coverage	A-4
9.2 Insufficient Insurance Proceeds–Repair	A-4
9.3 Insufficient Insurance Proceeds–Partition	A-4
ARTICLE X. MAINTENANCE	A-4
10.1 By the Association	A-4
10.2 By the Owner	A-5

ARTICLE XI. LIABILITY FOR COMMON EXPENSES OR LIMITED
COMMON EXPENSES A-5

ARTICLE XII. WAIVER OF DAMAGES A-6

ARTICLE XIII. ALTERATIONS WITHIN UNITS A-6

ARTICLE XIV. EASEMENTS A-6

ARTICLE XV. AMENDMENTS A-7

ARTICLE XVI. PERSONAL APPLICATION A-7

ARTICLE XVII. DISPUTE RESOLUTION AND ARBITRATION A-7

ARTICLE XVIII. SEVERABILITY A-7

ARTICLE XIX. TRANSFER OF DECLARANT'S INTEREST A-8

ARTICLE XX. EXPANSION A-8

EXHIBIT "1" A-10

EXHIBIT "2" A-11

EXHIBIT "3" A-12

EXHIBIT "4" A-13

EXHIBIT "5" A-14

for exhibits see vol 15 of Wislaw
pages 343-347, Doc. no. 1582561

VOL 1767 PAGE 792
1582562

**CONDOMINIUM DECLARATION
OF THE POND IN THE FALLS
CONDOMINIUM**

Document Number

SHEBOYGAN COUNTY, WI
RECORDED ON

11-01-2000 3:21 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 36.00
TRANSFER FEE:

046859 2

This Declaration is made pursuant to the Condominium Ownership Act described in Chapter 703 of the Wisconsin Statutes by the Declarant, The Pond in the Falls, LLC.

ARTICLE I. CREATION

1.1 Purpose. The purpose of this Declaration is to subject the land described herein and the building and improvements to be erected thereon, to the condominium form of ownership and use in the manner provided by Chapter 703 of the Wisconsin Statutes, herein called the Condominium Ownership Act.

1.2 Name and Address. The name by which this condominium is to be identified is The Pond in the Falls Condominium, and its initial business address is 21135 Hwy. 151, Valders, Wisconsin, 54245.

1.3 Land. The land owned by Declarant which are hereby subjected to the condominium form of ownership are the lands described in said Exhibit "1" attached hereto.

This Space Reserved for Recording Data

Return To:

Atty. Derek McDermott
P.O. Box 146
Chilton, WI 53014

919181

Tax Parcel Number

ARTICLE II. DEFINITIONS

The terms used in this Declaration and Bylaws shall have the meanings stated in sec. 703.02 of the Wisconsin Statutes unless otherwise defined or unless the context otherwise requires.

ARTICLE III. DESCRIPTION OF UNITS

3.1 Buildings. This condominium shall consist of three buildings as shown on Exhibit "1." This is referred to as Phase I. Building Type A contains six units. Building Type B contains four units. Building Type C contains four units. Attached as Exhibits "2," "3," and "4" are the diagrammatic floor plans of Building Types A, B and C.

3.2 Description of Units. Building Type A units consist of two types: an end unit with the first floor containing one bedroom, living room and dining area, kitchen, full bathroom, utility/half bathroom, attached two-car garage, and the second floor containing two bedrooms, full bathroom and a balcony; an interior unit with the first floor containing a

living room, dining area, kitchen, utility room and half bathroom, and the second floor containing three bedrooms and two full bathrooms.

Building Type B units consist of one floor containing two bedrooms, bonus room, living room, kitchen and dining area, two full bathrooms (one with laundry), storage/utility room, balcony, and attached two-car garage.

Building Type C units consist of two types: a first floor unit containing two bedrooms, two full bathrooms (one with laundry), utility room, living room, kitchen, pantry, dining area, sunroom, patio and attached two-car garage; a second floor unit containing three bedrooms, two full bathrooms (one with shower and tub), utility room, laundry room, living room, kitchen, dining area, sunroom, patio and a first floor attached two-car garage.

3.3 Identification of Units. Each building shall be identified by the letter "A," "B," and "C." Units in each building shall be designated "1," "2," "3," and "4," or "1," "2," "3," "4," "5," and "6," as the case may be. Thus, each unit will be designated as, for example, Unit 1, Building A, and so on. The designation of each building and the unit contained therein is shown on the condominium plat.

3.4 Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the perimetric boundaries of the unit which shall consist of the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with the upper and lower boundaries. The upper boundary shall be the plane of the outer surface of the ceiling drywall and the lower boundary shall be the plane of the upper surface of the floor. Such boundaries shall be deemed to include the windows, window frames, doors and door frames of the unit, and the attic storage area.

ARTICLE IV. DESCRIPTION OF COMMON ELEMENTS

4.1 Common Elements. The Common Elements shall consist of all of the improvements and appurtenances to this condominium, except the individual condominium units as defined herein, including without limitation the land on which the buildings are located, bearing walls, floors, ceilings, roofs, foundations, pipes, ducts, electrical wiring and conduits, centralized utility services, drain tile, public utility lines, water and sewer laterals, outside walls and other structural parts of the building, driveways, roadways, pond and walking paths. (Note: All roadways are privately owned and not publicly dedicated.)

4.2 Limited Common Elements. A portion of the Common Elements are designated as "Limited Common Elements." Such Limited Common Elements consist of driveways, patios, porches, walkways, utility services, and electrical wiring and conduits appurtenant to each unit.

4.3 Use of Common Elements. Each unit owner is entitled to the use, enjoyment and occupancy of the Common Elements; provided, however, the Limited Common Elements shall be reserved for the exclusive use of the owner occupant of the unit to which they are appurtenant.

ARTICLE V. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

Each unit owner shall own an undivided percentage interest in the Common Elements as a tenant-in-common with all other unit owners. Such interest shall be included and passed with the title to each unit. The percentage interest appurtenant to each unit is 7.14% (100% divided by 14). The percentage ownership shall not be changed except as provided herein pertaining to the possible expansion of this condominium.

ARTICLE VI. ASSOCIATION OF UNIT OWNERS

All unit owners shall be a member of the Association to be known as The Pond in the Falls Condominium Owner's Association, Inc. ("Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and facilities and Limited Common Elements. The Association will be incorporated as a non-profit, non-stock corporation under the laws of the State of Wisconsin. All unit owners and occupants of units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association. The owners of each of the units shall have one vote for each unit owned for any Association meeting.

ARTICLE VII. RESIDENTIAL PURPOSE

All of the units and the Common Elements are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the Bylaws of the Association. All units shall be owner occupied except for units owned by the Declarant and units owned by the occupant's family. Family shall be defined as spouse, parent, child, grandparent, grandchild, brother or sister. The Bylaws may also contain limitations on the maximum number of occupants for each of the units.

Notwithstanding the above, during the period in which sales of units by the Declarant are in process, the Declarant may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant, one or more units for business or promotional purposes, including but not limited to clerical activities, sales office, model units for display and the like; provided that the activities in the units so occupied do not interfere with the quiet enjoyment of any other owner or occupant.

ARTICLE VIII. SERVICE OF PROCESS

Service of process shall be made upon The Pond in the Falls, LLC, 21135 Hwy. 151, Valders, Wisconsin, 54245.

ARTICLE IX. DAMAGE AND DESTRUCTION

9.1 Full Insurance Coverage. In the event of a partial or total destruction of condominium property (either a unit or units or Common Elements) which damages are fully covered by insurance, it shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all units owners agree not to rebuild or repair. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any unit may not vary by more than 5% from the number of square feet for such unit as originally constructed, and the location of the building shall be substantially the same as prior to damage or destruction. The proceeds of all insurance collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided herein.

9.2 Insufficient Insurance Proceeds—Repair. In the event of a partial or total destruction of condominium property (either a unit or units or Common Elements), the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium, subject to the provisions of Article 9.3. All costs of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

9.3 Insufficient Insurance Proceeds—Partition. In the event of a partial or total destruction of condominium property (either a unit or units or Common Elements) where the damages exceed the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having 75% or more of the votes, providing such action is taken within 30 days after written notice to all unit owners of it being determined that the damages exceed the available insurance proceeds.

ARTICLE X. MAINTENANCE

10.1 By the Association. The Association shall maintain, repair and replace at its expense:

- (a) All portions of the Common Elements, including but not limited to the outside walls of the building containing the units, fixtures on the exterior thereof, boundary walls of units, load-bearing columns and load-bearing walls; (interior surfaces of a unit are not Common Elements and such interior surfaces are not the responsibility of the Association); excepting, however, the patios.

- (b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the Common Elements (except such maintenance, repair and replacement required by the negligence of a user of a unit and except as set forth below); and all such facilities contained within a unit which service part or parts of the condominium other than the unit within which contained.
- (c) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.
- (d) All damage which is insured by coverage obtained by the Association.

10.2 By the Owner. The responsibility of the unit owner shall be as follows:

- (a) To maintain, paint, repair and replace at his expense his patio and all portions of his unit, except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.
- (b) To maintain, repair and replace at his expenses all interior walls; all heating equipment; electrical fixtures; switches and outlets; flowage in all plumbing pipes; and all appliances and fixtures located in his unit.
- (c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.
- (d) To promptly report to the Association any defects or needs for repairs, the responsibility for the remedying of which is that of the Association.
- (e) Any of the foregoing which is covered by insurance obtained by the Association shall be the responsibility of the Association.

**ARTICLE XI. LIABILITY FOR COMMON EXPENSES OR LIMITED
COMMON EXPENSES**

Each unit owner shall be liable for a proportionate share of the common expenses or limited common expenses, such share being the same as the undivided share in the Common Elements or Limited Common Elements which is appurtenant to his unit. Declarant shall pay the proportionate share of common expenses allocated to those unsold units which Declarant has determined are substantially completed, there being no assessment due on incomplete or non-constructed units.

ARTICLE XII. WAIVER OF DAMAGES

The Declarant shall not be liable for any claims arising out of or by reason of any actions performed pursuant to this Declaration, or in the Declarant's capacity as developer, contractor, owner, manager, or seller of the property, whether or not such claim (a) shall be asserted by an owner, occupant, or the Association, or by any person or entity claiming through any of them; (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise in contract or in tort. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the condominium or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any owner, occupant, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the condominium, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.).

ARTICLE XIII. ALTERATIONS WITHIN UNITS

A unit owner may make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium. A unit owner may not change the exterior appearance of a unit or of any other portion of the condominium without permission of the Association.

ARTICLE XIV. EASEMENTS

Easements are reserved through the condominium property as may be required or desirable for utility services and for such other purposes as the Declarant/Association may deem to be appropriate in order to adequately serve the condominium, including any expansion area; provided, however, such easements through a unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the unit owner. Declarant reserves the right to grant, convey, transfer, cancel, relocate, establish and deal with, upon such terms as it may determine, easements in favor of public and private utilities over and upon the Common Elements and facilities for the purpose of providing, constructing, operating, adding to, repairing, maintaining and removing utility services in and to the units. Such easements are covenants running with the land of the condominium.

ARTICLE XV. AMENDMENTS

This Declaration may be amended with written consent of 67% of the unit owners and mortgagees if such amendments are not contrary to the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes; provided, however, that as long as the Declarant owns any units, including units in the expansion area as described below or any of the land located in the expansion area, then the Declarant's consent to any amendment shall be required together with the required vote of the unit owners and mortgagees. An amendment becomes effective when it is recorded in the same manner as this Declaration.

ARTICLE XVI. PERSONAL APPLICATION

The acceptance of a deed of conveyance or entering into occupancy of any unit shall constitute an acceptance of the provisions of this Declaration, the Bylaws and the rules and regulations adopted pursuant thereto. The provisions contained in such instruments shall be covenants running with the land, and shall bind any person having an interest in such unit, as though such provisions were recited in full in each deed.

ARTICLE XVII. DISPUTE RESOLUTION AND ARBITRATION

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium residential development. In the event of any controversy arising under this Declaration, same shall be submitted to arbitration under the laws of the State of Wisconsin, as a prerequisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him or them. The expense of the arbitration proceeding conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Chilton, Wisconsin.

ARTICLE XVIII. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration of Condominium and Bylaws shall not affect the validity of the remaining portions.

ARTICLE XIX. TRANSFER OF DECLARANT'S INTEREST

The Declarant reserves the right to assign or convey some or all of its rights, duties, powers and obligations to one or more third parties who shall then acquire all the same rights, duties, powers and obligations as set forth in this Declaration as if said third party was the original Declarant of the condominium.

ARTICLE XX. EXPANSION

Declarant hereby reserves the right, in its sole discretion, to expand the condominium for a period of up to ten years from the date of recording hereof. The parcels which may be added to the condominium are described in attached Exhibit "5." Such expansion will include up to thirteen additional buildings containing three Type A, five Type B, three Type C, and two eight-unit buildings. Each expansion will be referred to as Phase II, Phase III and so on. Each such expansion phase will include one or more buildings. An eight unit building will consist of four units on the first floor and four units on the second floor. As a result, the maximum number of units which may be added by the expansion is 66, making a total potential of 80 units. All units shall have one vote and their undivided percentage interest shall be one divided by the total number of units. Therefore, if all 66 units were built, the percentage of each unit would be 1.25%. The Declarant is in no manner obligated to expand the condominium and it may develop only a portion of the additional land and the units described above.

Executed by the Declarant this 25th day of Oct., 2000.

THE POND IN THE FALLS, LLC

BY: 

KEVIN KLEINERT, Member

ACKNOWLEDGMENT

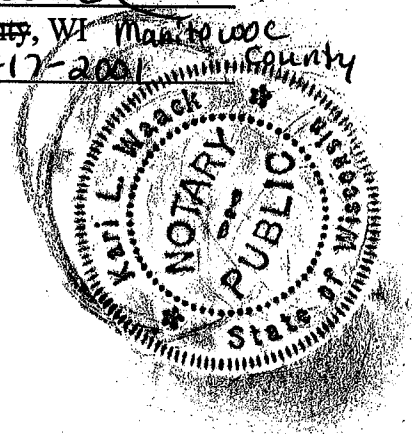
STATE OF WISCONSIN)
)SS
COUNTY OF Manitowoc

Personally came before me this 25th day of Oct, 2000, the above named, Kevin Kleinert, member of The Pond in the Falls, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

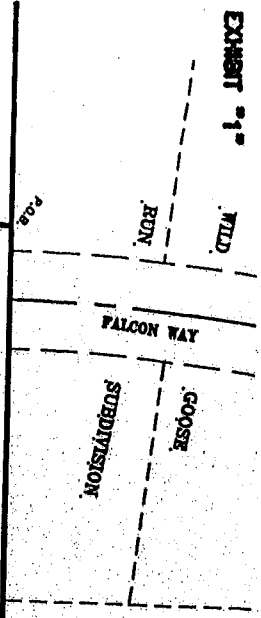
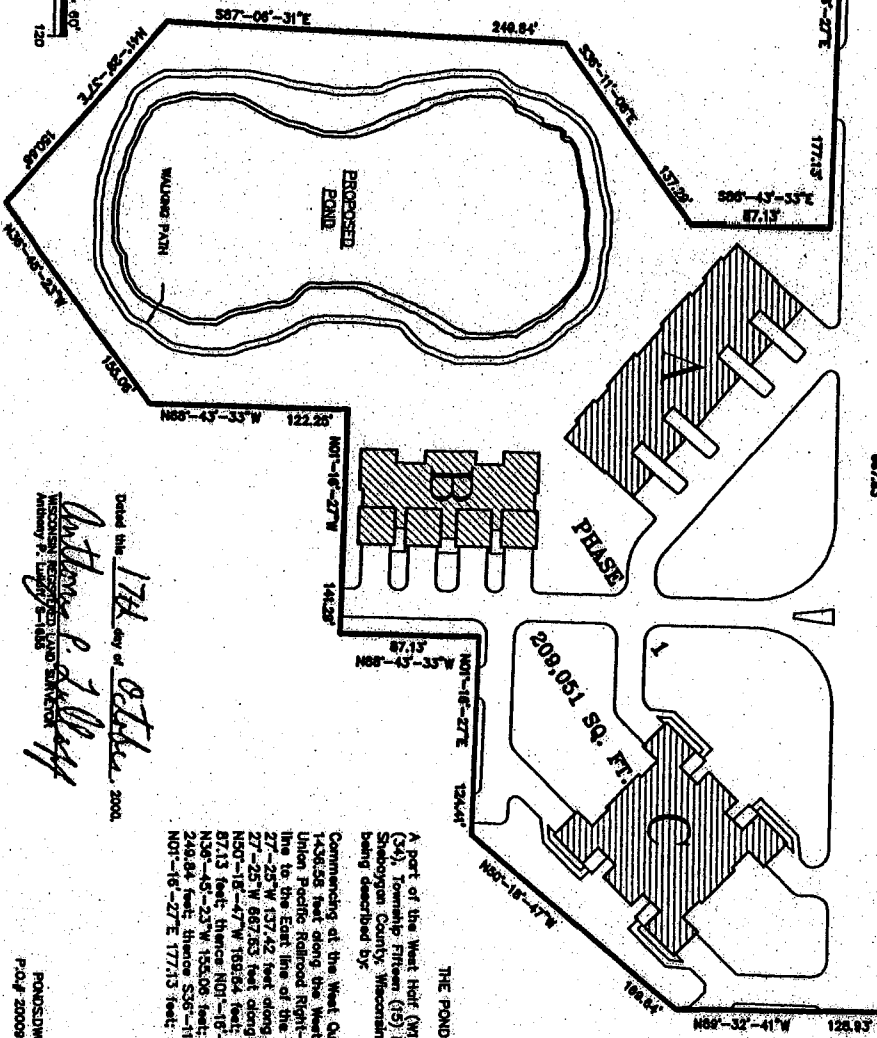
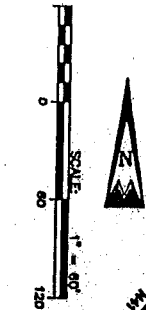
Kari L Waack

Notary Public, ~~Calumet County, WI~~ Manitowoc County
My Commission Expires 6-17-2001

Kari L. Waack



This Instrument Was Drafted By
Attorney Derek McDermott



THE POND IN THE FALLS CONDOMINIUM - PHASE 1
 - AN EXPANDABLE CONDOMINIUM -
 A PART OF THE NW/2 OF THE NW/4
 SECTION 34, T15N, R22E, CITY OF
 SHEBOYGAN FALLS, SHEBOYGAN COUNTY, WISCONSIN

East line of the W/2, NW/4, NW/4
 S00-27-25" W 100.45' 687.85'

Dated this 17th day of October, 2004.
 Matthew P. Kelly
 Wisconsin Registered Land Surveyor
 Matthew P. Kelly - 1815

POUNDING
 P.O.# 2000957

DRAFTED 10-17-00 by TK
 SHEET 1 OF 5
 D-22884

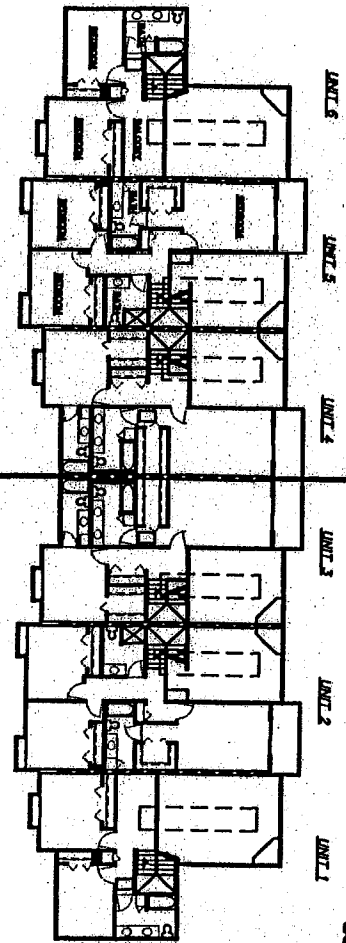
PRO-TERRIS
 ARCHITECTURAL FIRM
 Land Planning & Design Division
 800 SOUTH HANCOCK STREET, OAK LAKE, WISCONSIN 53091

THE POND IN THE FALLS CONDOMINIUM - PHASE 1
 A part of the West half (W/2) of the Northwest Quarter (NW/4) of Section Thirty-Four (34), Township Fifteen (15) North, Range Twenty-Two (22) East, County of Sheboygan Falls, Sheboygan County, Wisconsin containing 209,051 square feet (4,799 acres) of land and being described by:
 Commencing at the West Quarter Corner of said Section 34; thence N00°-29'-11"E 143.628 feet along the West line of the NW/4 of said Section 34 to the South line of the line of the railroad right-of-way; thence S82°-27'-32"E 670.13 feet along said South 27'-25"W 637.23 feet along said East line to the point of beginning; thence continue S00°-27'-25"W 637.23 feet along said East line; thence N05°-32'-41"W 126.53 feet; thence N50°-32'-47"W 185.84 feet; thence N01°-18'-27"E 124.4 feet; thence N05°-45'-33"W 87.13 feet; thence N03°-10'-27"E 141.29 feet; thence N05°-45'-33"W 122.25 feet; thence N34°-45'-23"W 165.08 feet; thence N41°-29'-37"E 150.08 feet; thence S87°-06'-31"E 248.84 feet; thence S58°-11'-08"E 137.28 feet; thence S85°-45'-33"E 87.15 feet; thence N01°-16'-27"E 177.15 feet; thence S85°-45'-33"E 35.57 feet to the point of beginning.

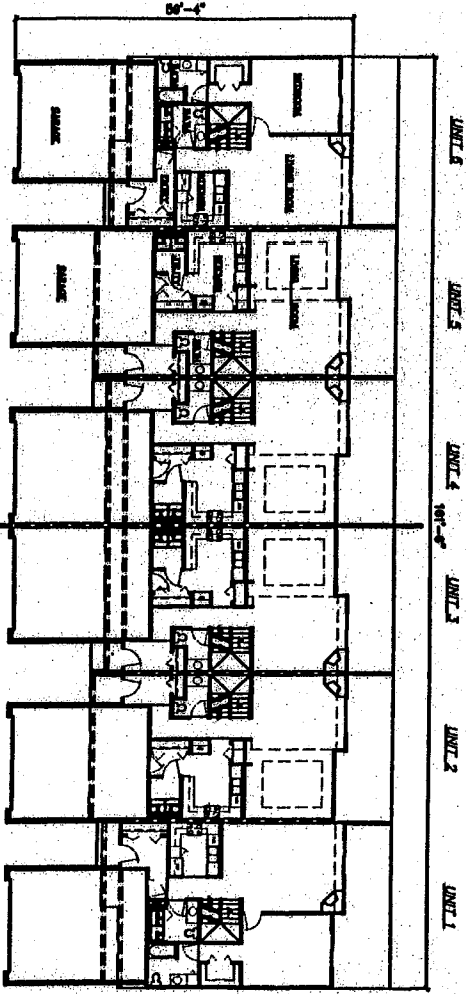
PROPOSED POND
 THE POND IN THE FALLS LLC
 21105 HWY 151
 WAUKESHA, WI 53096
 - LEGEND -
 ○ = POND AND POND SET
 ○ = 1' ZON POND ZONAS

EXHIBIT "2"

THE POND IN THE FALLS CONDOMINIUM - AN EXPANDABLE CONDOMINIUM-



COMPOSITE SECOND FLOOR PLAN



COMPOSITE FIRST FLOOR PLAN

6 UNIT BUILDING - TYPE A
FLOOR PLAN
(TYPICAL)



THE FLOOR PLANS SHOWN, WERE TAKEN FROM THE RECORD DRAWINGS PROVIDED, IN THE ACCORDANCE OF THE PLAN SIZES WAS NOT DETERMINED IN THE FIELD.

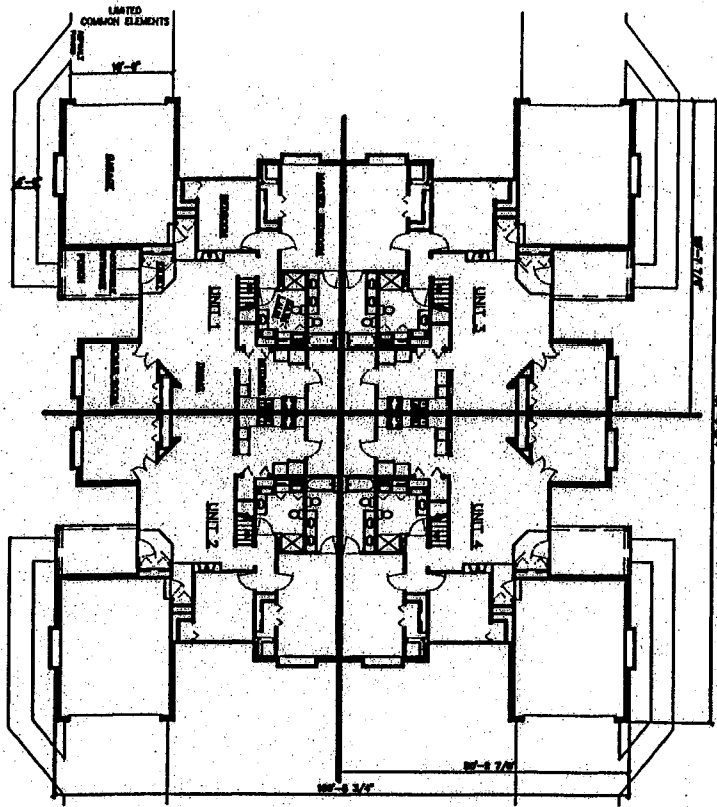
Dated this 17th day of October, 2004.

Anthony P. Kelly
 ANTHONY P. KELLY
 REGISTERED LAND SURVEYOR
 No. 10007

DESIGNED 10-17-00 by TK.
 SHEET 2 OF 5
 P.O.# 2000857 D-22884

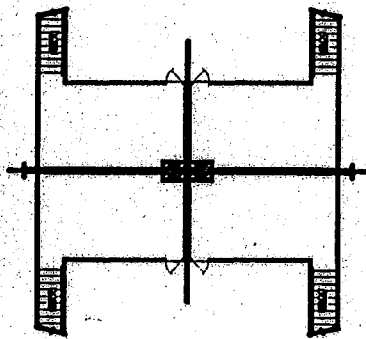
PRO-TECHNICS
 ARCHITECTURE, INTERIOR DESIGN
 10000 Highway 6, Jackson Division
 10000 Highway 6, Jackson, Tennessee 38224

EXHIBIT "3"



COMPOSITE FIRST FLOOR PLAN

4 UNIT RANCH BLDG. TYPE B
FLOOR PLAN
(TYPICAL)



COMPOSITE INTERIOR BALCONY PLAN

THE FLOOR PLANS SHOWN WERE TAKEN FROM
CONTRACT PLANS PROVIDED BY THE
OWNER. THE ROOM SIZES WERE NOT
DETERMINED IN THE FIELD.

DRAWN BY: *[Signature]* 2000

[Signature]
ARCHITECT: *[Signature]*
1000 WEST 10TH AVENUE, SUITE 300
DENVER, CO 80202

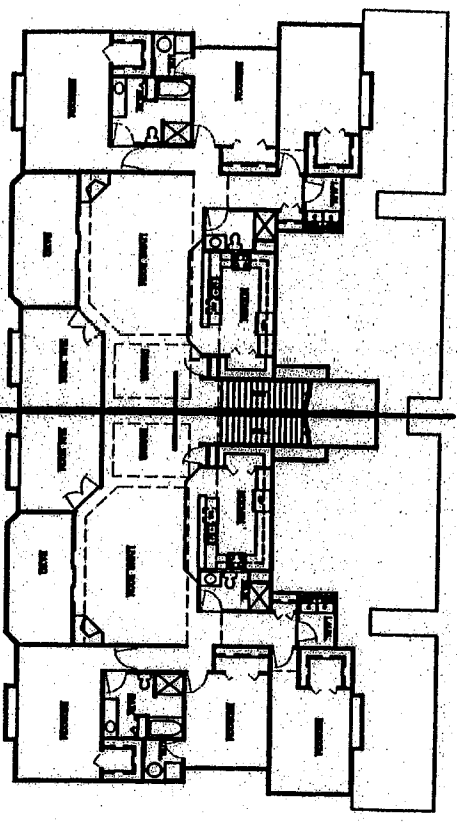
PROPOSED
P.O.# 2000857
D-22884
SHEET 3 OF 5
DRAFTED 10-17-00 BY TK



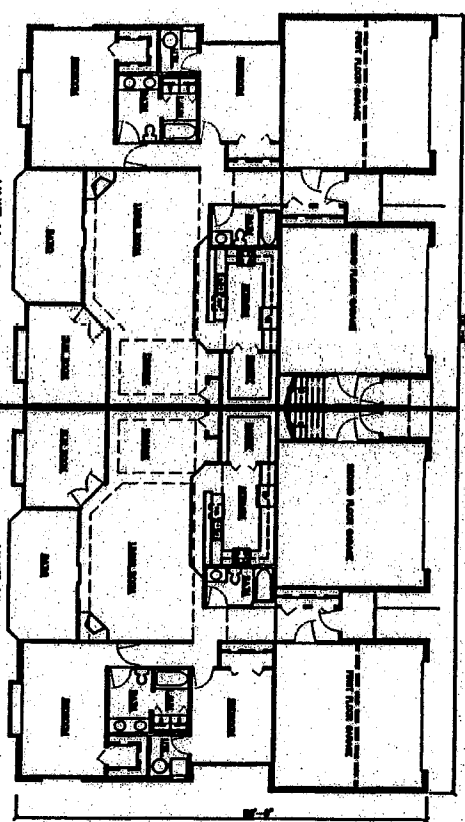
THE POND IN THE FALLS CONDOMINIUM
- AN EXPANDABLE CONDOMINIUM -

EXHIBIT - 4

THE POND IN THE PALMS CONDOMINIUM - AN EXPANDABLE CONDOMINIUM -



UNIT No. 3
COMPOSITE -
SECOND FLOOR PLAN



UNIT No. 4
COMPOSITE
FIRST FLOOR PLAN

**4 UNIT 2 STORY BLDG. TYPE C
FLOOR PLAN
(TYPICAL)**

THE FLOOR PLANS SHOWN, WERE TAKEN FROM THE FLOOR PLANS PROVIDED. THE ACCURACY OF THE DIMENSIONS WAS NOT DETERMINED IN THE FIELD.

DRAWN BY: *TK* DATE: 10-17-00

Anthony P. Kelly
ARCHITECT
ANTHONY P. KELLY ARCHITECTS
1000 W. WISCONSIN ST. SUITE 200
MILWAUKEE, WI 53233

DRAFTED 10-17-00 BY TK
SHEET 4 OF 5

PROJECT NO. 2000987
D-22884

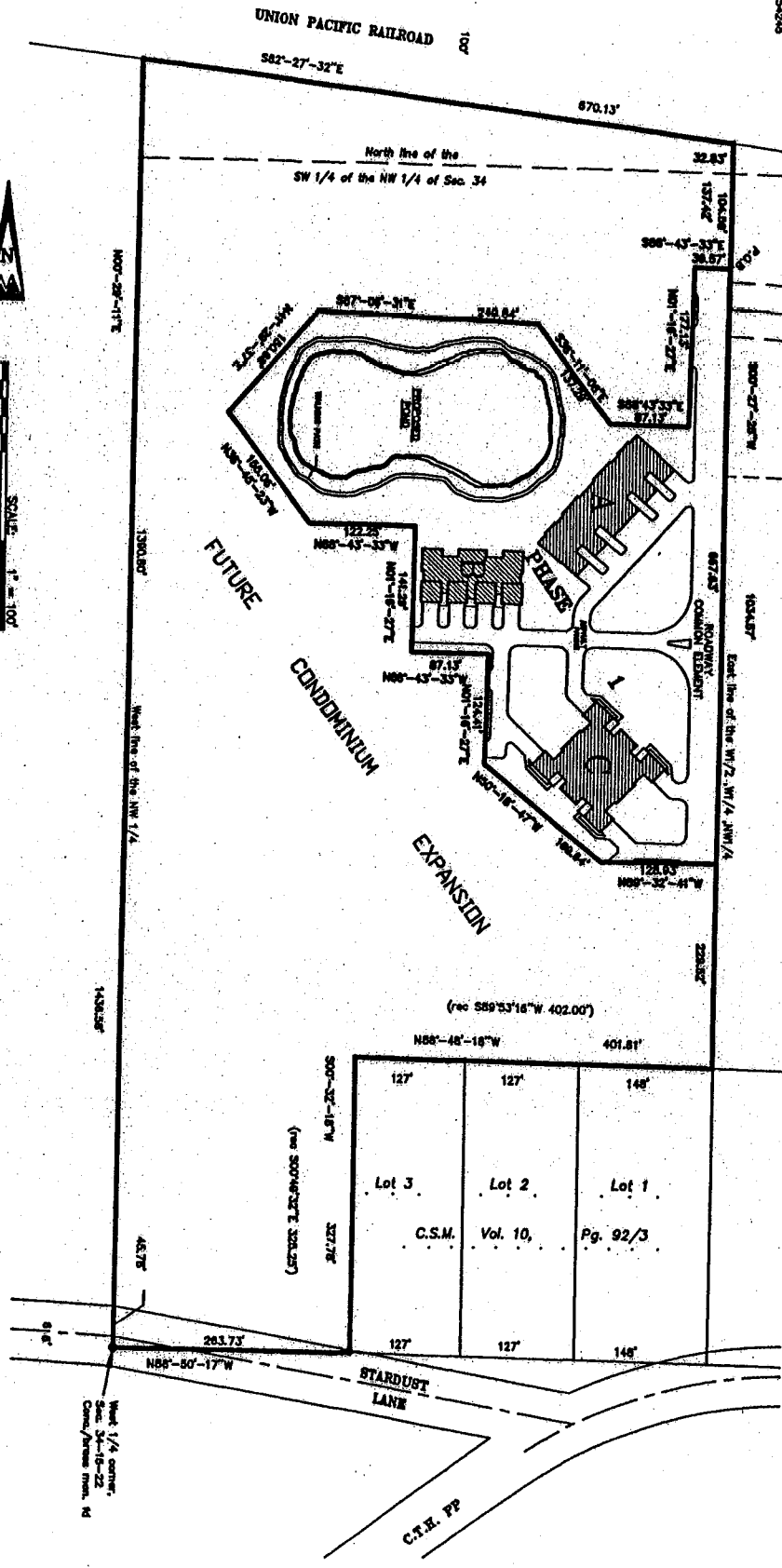


EXHIBIT 'S'

PREPARED FOR:
THE POND IN THE FALLS, LLC
2115 HWY 181
VALDRES, WI 53096

THE POND IN THE FALLS CONDOMINIUM - PHASE 1 - LEGEND -
 - AN EXPANDABLE CONDOMINIUM -
 - A PART OF THE W1/2 OF THE NW1/4
 SECTION 34, T15N, R22E, CITY OF
 SHEBOYGAN FALLS, SHEBOYGAN COUNTY, WISCONSIN

- - PLANT FROM PRE-SET
- - F. FROM PRE-SET
- - COUNTY ROADWAY TRAIL



UNION PACIFIC RAILROAD

North line of the
SW 1/4 of the NW 1/4 of Sec. 34

FUTURE
CONDOMINIUM
EXPANSION

Lot 3
Lot 2
Lot 1
C.S.M. Vol. 10, Pg. 92/3

STARDUST
LANE

C.T.R. PP



DRAWN 10-17-00 by T.C. by T.H.
 PONDING SHEET 5 OF 5
 PLD 200087 D-22884

PROLOGICS
 LAND SURVEYING & ENGINEERING, INC.
 1000 W. WISCONSIN ST., SUITE 200
 SHEBOYGAN, WI 53081
 (920) 885-1111

Dated this 17th day of Oct. 2000
Anthony P. Kelly
 ANTHONY P. KELLY
 LICENSED LAND SURVEYOR
 No. 10000