

DANE COUNTY  
REGISTER OF DEEDS

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**DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR PLAT OF FIRST ADDITION  
TO NORTHLAWN ESTATES, VILLAGE OF  
COTTAGE GROVE, DANE COUNTY, WISCONSIN**

Homburg Equipment, Inc., a Wisconsin corporation (referred to herein as the "Developer"), the owner of the real estate located in the Village of Cottage Grove platted as First Addition to Northlawn Estates (the "Plat"), which Plat was recorded in the Dane County Register of Deeds office on the 1st day of October, 1996, as Document No. 2800152, in order to impose a common plan of restrictions on the Plat, hereby declares and provides that all lots in said Plat be and the same hereby are subject to the following restrictions, covenants and conditions, and that all such lots are and shall be held, sold, occupied, conveyed and transferred subject thereto:

**Return to:**  
Homburg Equipment, Inc.  
6106 Milwaukee Street  
Madison, WI 53704

09-0711-043-8000-6  
Parcel Identification Number

1. **Residential Living Units.** All lots within the Plat, except Lots 86-91 and Outlot 1, shall be used for residential purposes only, except that the Developer may continue to use or lease lands owned by Developer for present agricultural uses. No structure shall be erected, altered, placed or permitted to remain on any lot or part thereof other than a residential dwelling not to exceed two stories in height on the street facade (excluding attic or crawl space), except as otherwise permitted in this Declaration. Outlot 1 shall be used for stormwater management and park purposes.

Lots 96 through 120, inclusive, 124-129, inclusive, 136 through 147, inclusive, 154 through 161, inclusive, and 168-169 shall be used for single family residences. In addition, Lots 96-97, 115-120, inclusive, 124-129, inclusive, 136-147, inclusive, 154-161, inclusive, and 168-169 hold an R-1 Planned Unit Development Zoning (P.U.D.). Lots 95, 121, 130, 135, 148, 153, 162, and 167 shall be used as 2-family duplex lots. Lots 92-94, inclusive, 122-123, 131-134, inclusive, 149-152, inclusive, and 163-166, inclusive, shall be used for either 2, 3 or 4 family residences. Lots 86-91, inclusive, shall be used only as B-1 or B-2 zoned business lots.

2. **Submission of Plans - Residential.** For all buildings erected or placed on any residential lot subject to this Declaration, the plans, specifications, site plan, and landscape plan must be submitted in duplicate to the Developer, or the Developer's authorized agent, or to the Developer's successors and assigns, whichever is then applicable, for written approval prior to commencement of any construction on any lot.

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3. **Submission of Plans - Commercial.** No buildings, fence, wall, sign, advertising device, roadway, loading facility, outside storage facility, parking area, site grading, planting, landscaping, nor any other improvement shall be commenced, erected or constructed, nor shall any addition thereto or change or alteration therein be made (except to the interior of a building), nor shall any change in the use of any premises be made, until the plans and specifications therefor, showing the nature, kind, shape, heights, materials, color scheme, lighting and location on the lot of the proposed improvements, grading or landscaping, and the proposed uses or change in the use of the premises, shall have been submitted to and approved in writing by the Developer or Architectural Control Committee. A copy of plans and specifications as finally approved shall be filed permanently with the Developer or Architectural Control Committee. The Developer or Architectural Control Committee shall review and approve, approve conditionally, or disapprove such plans with respect to conformity with this Declaration and other applicable enactments of the Village, and with respect to harmony or external design and land use as it affects property within and adjacent to the Plat. Failure of the aforesaid Developer or Architectural Control Committee to act upon such building or improvement plans within thirty (30) days after submission shall be deemed to constitute disapproval of such plans. In addition, all plans must be submitted to the Village of Cottage Grove Planning Commission for review and approval subject to applicable ordinances.

4. **Architectural Control Committee.** At such time as the Developer, in its sole discretion may elect, responsibility for the review and approval of plans, specifications, site plans, and landscape plans shall be turned over to a committee of three (3) persons, appointed by the Developer. Approval in writing by a majority of said committee shall then be required as to all such plans. Said committee shall hereinafter be referred to as the "Architectural Control Committee." On each third anniversary of the original appointment of the Architectural Control Committee, the members of the Committee shall be elected by a majority vote of persons holding title to the lots of the Plat. Only one vote shall be cast for each lot in the Plat. In the event one person owns more than one lot, that person shall be entitled to one vote for each full lot he or she owns.

5. **Approval Procedure.** The Developer, or the Architectural Control Committee if then applicable, shall approve, approve with condition, or disapprove plans in writing within 30 days after all plans are submitted to and marked received by the Developer. The Developer shall endeavor to make its decision as early within said 30 days as is reasonably practical. However, any plan not acted upon within said period shall be deemed disapproved, and any plan upon which the Developer has not specifically endorsed its approval in writing shall be deemed disapproved. The plans and specifications shall indicate the manner in which the exterior of the building is finished, and the plot plan shall show in a general way the landscaping contemplated, including, but not limited to, those areas which are seeded or sodded. Developer may mandate installation of a sump pump in the basement of any house, as a condition to approval of any proposed building plans.

6. **Architectural Standards.** In reviewing all plans, the Developer or Architectural Control Committee will pay particular attention to exterior elevations, location of chimneys, roof pitch and roofing material, soffits, fascia, siding, landscaping, quality of materials and workmanship, harmony of exterior design including exterior colors, size, compatibility with architectural features of surrounding structures (including existing structures and structures previously approved), placement with respect to topography, finished grade, and footprint location of adjacent structures and lots. No changes or deviation in or from plans and specifications as approved shall be made without the prior written consent of the Developer or Architectural Control Committee. Use of masonry on the front building elevations, at a minimum of 100 square feet for single family residences, 125 square feet for two family residences, and 150 square feet for three and four family residences, is required.

All commercial building sides that face upon a street or highway shall be faced with concrete or brick masonry, stone, or other material at a minimum of forty percent (40%) as approved by the Developer or Architectural Control Committee. It is the intent of these provisions that all structures shall be designed and constructed in such a manner as to provide an aesthetically pleasing and harmonious overall development of the Plat. All building plans and specifications shall strive to incorporate features such as articulation of building walls and roofs, accent striping, differing types of building materials, color variations, etc.

Except as otherwise provided herein, the sides and rear of all commercial buildings shall be finished in an attractive manner in keeping with the accepted standards used for commercial structures subject to the approval of the Developer or Architectural Control Committee. All faces of all buildings must be kept in good repair and appearance at all times. All buildings must be of approved construction in conformity with all applicable building codes. Commercial buildings shall not exceed 35 feet in height.

The Developer or Architectural Control Committee may waive any of these requirements upon submission of satisfactory alternative architectural detailing.

7. **Responsibilities of Owners and Contractors.** By approval of the plans submitted to the Developer or the Architectural Control Committee, neither the Developer nor the Architectural Control Committee shall be deemed responsible for obtaining any approval necessitated by ordinances of the Village of Cottage Grove. Neither the Developer nor the Architectural Control Committee shall be deemed to give any opinion or make any representation that the building built pursuant to the plans will be structurally sound, or that the plan will meet any applicable village, county or state codes. Neither the Developer nor the Architectural Control Committee shall have any liability to any builder or lot owner with respect to the construction of and materials used in any building on a lot. It shall be the builder and the owner's sole responsibility to obtain all permits for the construction of any improvement on any lot.

8. **Approval of Contractors.** For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Architectural Control Committee prior to the commencement of any construction. In addition, the Developer or the Architectural Control Committee reserves the right to approve or disapprove all contractors or sub-contractors for said

uilding construction. The approval of the Developer or the Architectural Control Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality residential homes and commercial properties.

9. **Minimum Floor Area.** Each Single Family residence shall have a minimum ground floor living area of 1100 square feet for a ranch, or the main level of a raised ranch or bi-level; no structure shall have less than 1400 square feet for a two story dwelling and 1500 square feet for a tri-level with a minimum of 1050 square feet on the two upper living levels. Each Two Family residence shall have a minimum of 1100 square feet per unit. Each Three Family residence and Four Family residence shall have a minimum of 800 square feet per unit. For the purposes of determining floor area, stair openings shall be included, but porches, attached garages and nonexposed basements, whether finished or not, shall be excluded. All measurements shall be taken from the outside walls. The minimum area requirements may be waived by the Developer or the Architectural Control Committee, whichever is then applicable, in the event the proposed design and quality of the particular structure is deemed to present an appearance compatible with other houses within adjoining areas of the Plat.

10. **Setbacks.** The front building setback line and side yard requirements on all lots within the Plat shall be as established by the ordinances of the Village of Cottage Grove.

11. **Landscaping and Landscaping Maintenance.** The following minimum landscaping requirements shall be met for all lots under construction unless waived in writing by the Developer as a condition of the sale of a lot:

(a) A minimum of \$1,500 shall be spent on trees and foundation plantings and at least one tree, at least two-inch trunk diameter, must be planted for all single and two family lots. A minimum of \$2,000 shall be spent on trees and foundation plantings and at least two trees, at least two-inch trunk diameter, must be planted for all three and four family lots.

(b) All commercial lots shall submit a detailed landscaping plan subject to the approval of the Developer or Architectural Control Committee but shall at a minimum include at least \$3,000 spent on trees and plantings. All off-street parking areas that serve five vehicles or more shall be provided with accessory landscape areas totalling not less than 10 percent of the surfaced area. The minimum size of each landscape area shall not be less than 100 square feet. Location of landscape areas and plant materials, and protection afforded the plantings, including curbing and provisions for maintenance, shall be subject to approval by the Developer or the Architectural Control Committee. The preservation of existing trees, shrubs, and other natural vegetation in the off-street parking area may be included in the calculation of the required minimum landscape area. Those off-street parking areas of five or more vehicles, if located adjoining a residential

area, shall be screened from such area by a solid wall or fence or by evergreen planting of adequate visual density, built and maintained at a minimum height of six feet.

(c) Before planting a tree or trees in the street terrace, an approval must be obtained from the Village of Cottage Grove. Any tree planted in the street terrace becomes the property of the Village of Cottage Grove after one year.

(d) Front, side and rear yards, including street terraces, must be sodded or seeded as lawn or cultivated as a garden.

(e) All grass, trees, and shrubbery shall be kept watered in dry weather and in good appearance at all times. All grass shall be cut as necessary to maintain an attractive appearance. If grass is not cut, or the trees and shrubbery not properly maintained, the Village of Cottage Grove may serve notice, and if not completed within 10 calendar days, the Village may maintain same and add the cost incurred to the lot owner's annual real estate tax bill as a special charge for current services rendered pursuant to Wis. Stats. 66.60(16).

The existing vegetation of each lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Developer or the Architectural Control Committee. In the event such vegetation is removed or destroyed without approval, the Developer or the Architectural Control Committee may require the replanting or replacement of comparable vegetation, the cost thereof to be paid by the lot owner.

12. Exterior Alterations. No alteration to the exterior appearance of existing buildings, including but not limited to exterior remodeling, construction of patios, decks, loading docks, and swimming pools shall be made without prior written approval of the Developer or the Architectural Control Committee.

13. Grading. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all plot plans shall be kept by the Developer or the Architectural Control Committee for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall give either the Developer, the Architectural Control Committee, or the owner of any adjacent lot a cause of action against the person violating such grading plan for injunctive relief or damages as appropriate. No earth, rock, gravel or clay shall be excavated or removed without the approval of the Developer or the Architectural Control Committee. No drainage swale or drainage way in existence at the time of development shall be altered or obstructed so as to impede the flow of drainage water from other lots across such swale or way.

14. Relocated Structures. No building previously erected elsewhere shall be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Developer or the Architectural Control Committee.

15. Fences and Accessory Structures. No outbuildings, exterior antennas of any kind, wind powered electric generators, satellite dishes, any type of solar panels, detached outdoor kennels, walls or fences shall be permitted unless approved in writing in advance by the Developer or the Architectural Control Committee, including approval of location, material, height and color. Such fences or structures shall be in compliance with applicable ordinances as the same may be enacted from time to time. No fence, decorative or otherwise, shall be built between the front building setback line and the curb.

16. Nuisances Prohibited. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood. Nuisances such as loud or unreasonable noise shall not be permitted to exist upon any lot so as to be detrimental to any other property or its occupants. Exterior lighting shall not be directed in such a manner as to create an annoyance to neighbors. Trash and garbage containers shall not be visible to the public except on days of trash collection. No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis.

17. Utility Easements. The owner shall not change the elevations of the utility easement in excess of six (6) inches without permission of the applicable electric, gas or other utility companies and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six (6) inches.

18. Pets. No more than two (2) domestic pet animals for each family unit shall be kept on any lot. No other animals, livestock or poultry shall be raised, bred or kept on any lot. Commercial animal boarding, breeding, kenneling or treatment is expressly prohibited whether for fee or not. Accessory buildings and kennels are expressly prohibited unless approved by the Developer or the Architectural Control Committee.

19. Maintenance of Walks. Where public sidewalks exist, the abutting lot owner shall be responsible for maintaining the sidewalks in a safe and travelable condition, reasonably free of snow, ice and obstructions.

20. Temporary Residences Prohibited. No trailer, basement, tent, shack, garage, barn or any part thereof shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

21. Chimneys. No exposed metal chimneys shall be permitted. All exposed chimneys shall be masonry construction or enclosed by materials which are similar to and compatible with the exterior surface of the structure.

22. Parking of Vehicles. Parking of commercial or service vehicles owned or operated by residents of homes is prohibited within the Plat unless such vehicles are kept in garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles are prohibited unless kept inside garages. This shall not prohibit the temporary parking

of such items for the purpose of loading or unloading for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns or yards at any time.

23. Garages and Driveways. Each single family residence shall include an attached or basement garage, having a capacity for not less than two or more than three cars. All two, three or four family residences shall have an attached or basement garage having a capacity for not less than one car per unit. All driveways shall be concrete or blacktop and installed as provided in paragraph 30 hereof.

24. Outdoor Storage - Commercial Lots.

All materials, products, or solid or liquid waste materials stored outside buildings shall be kept behind the building setback line, and shall be screened from view from the street and adjoining properties with a solid wall or fence or other screening approved by the Developer or the Architectural Control Committee. Walls and fences must be kept painted or have such other finish so as to provide a good appearance. Wire fence is not acceptable for this purpose.

25. Wood Piles. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed adjacent to the building in a rear yard or a side yard not adjacent to a street and screened from view by plantings or a fence approved by the Developer or the Architectural Control Committee.

26. Lot Appearance. A lot not used as a building site shall be sodded or seeded as lawn or under cultivation as a garden or have a cover crop or be so cultivated or tended as to keep it free from noxious weeds. The owner shall be responsible for maintaining the lot and adjoining street terrace in a neat appearance. Except for wooded lots left in natural state, the owner must mow the lawn or cover crop on the lot as necessary to comply with the above requirements. This paragraph shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the back or side yards.

27. Commencement of Construction. Construction of improvements on any lot conveyed by deed from the Developer shall be commenced within one (1) year from the date of such deed unless otherwise approved in writing by the Developer. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the owner of said lot within six (6) months of the expiration of such one (1) year period, to require that said lot be conveyed to the Developer as required in paragraph 28 below. This paragraph shall not apply to any lot which, with written approval of the Developer, is intended to be used for greenspace and which is landscaped and maintained by the owner at a standard comparable to developed lots, including regular mowing or cultivation, as required by paragraph 26 hereof.

28. Recapture and Resale of Land.

(a) If a buyer of any lot(s) does not commence construction of a building or buildings thereon within twelve (12) months after the date of purchase, the Developer

shall have the option to repurchase the property. Such option shall be exercisable upon delivery in writing of a notice to the buyer within six (6) months after the expiration of such 12-month period. Closing shall take place within sixty (60) days following the exercise of such option on such date as shall be designated by the Developer specified in such notice. The purchase price to be paid by the Developer upon the exercise of such option shall be the sum of the following:

- (1) the purchase price paid for the land by the buyer,
- (2) the current market value of all improvements thereon placed on the property by the buyer, and
- (3) all special assessments which may have been paid by the buyer or levied against the premises during the period of such buyer's ownership,

less the sum of the following:

- (1) unpaid real estate taxes,
- (2) proration of current year's real estate taxes to date of closing,
- (3) title insurance policy premium, and
- (4) liens and encumbrances on the property of a definite or ascertainable amount.

Conveyance shall be by warranty deed, free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property, and subject to municipal and zoning and land division ordinances, recorded easements for public utilities, and this Declaration and amendments thereto. Seller shall furnish title insurance policy at seller's expense for full amount of purchase price.

(b) In the event a buyer elects to sell all or any part of any parcel which is vacant, the same shall first be offered for sale, in writing, to the Developer at a price per acre computed as set forth in Subsection (a) above. The Developer shall have sixty (60) days from the receipt of such offer to accept or reject same. Upon acceptance by the Developer, conveyance shall be by warranty deed free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property, and subject to municipal and zoning and land division ordinances, easements for public utilities, and building restrictions and ordinances. The seller shall furnish title insurance policy at seller's expense.

(c) If the Developer fails to timely exercise the option described in Subsection (a) above or rejects the offer under Subsection (b), buyer may then sell such property to any other buyer and the Developer shall have no further interest therein, except that any use of said property by any subsequent buyer shall be subject to applicable zoning and land division ordinances, restrictions, and regulations of the Village relating to the use of said property at the time of such sale and to the provisions of this Declaration.



(d) Nothing contained herein shall be deemed to give the Developer a right of first refusal or option in the event that a buyer of a parcel who has improved the same by construction of a building or buildings thereon shall propose to sell all of such property as one parcel together with the improvements thereon.

29. Completion of Construction. Construction of all buildings shall be completed within six (6) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) shall be completed within six (6) months of substantial completion of construction. All driveways shall be installed immediately upon substantial completion of construction. If such construction or landscaping is delayed due to weather conditions or matters beyond the control of the owner, the time for completion shall be extended by the period of such delay. No building materials or construction equipment of any kind or character shall be stored upon any lot except in connection with construction approved by the Developer or Architectural Control Committee. Construction shall be promptly commenced and diligently pursued as soon as any building materials are placed on any lot.

30. Subdivision of Lots Restricted. No lot as platted shall be resubdivided except with prior written approval of the Developer or Architectural Control Committee. This covenant shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site, provided the Developer or the Architectural Control Committee approves of such use.

31. Signs - Residential Lots. No signs of any type shall be displayed to public view upon any lot without prior approval of the Developer or Architectural Control Committee, except for signs not exceeding four (4) square feet in size advertising the property where located for sale.

32. Signs and Billboards - Commercial Lots. No billboards and no signs other than company and product identification and directional signs are permitted. The type, location, and placement of all signs shall be approved by the Developer or the Architectural Control Committee and Village Plan Commission.

33. Term of Covenants and Restrictions. This Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any portion of the Plat for a period of twenty-five (25) years after this Declaration is recorded, after which time this Declaration shall automatically be deemed renewed for successive ten (10) year periods, unless, at the expiration of the initial term or any 10- year renewal term, the covenants and restrictions are expressly terminated by an instrument signed by the owners of not less than fifty-one (51%) of the lots subject to this Declaration.

34. Enforcement. While this Declaration is effective, the Developer, Architectural Control Committee, or any person or persons owning any lot or lots in the Plat shall have standing to bring proceedings at law or in equity against any person or persons violating or

attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorney fees and costs.

35. **Additional Lands.** The Developer shall have the right, but shall not be obligated, to bring within and subject to these covenants and restrictions, at such times and in such stages as Developer in its sole discretion shall determine, additional lands that are contiguous to the Plat of First Addition to Northlawn Estates, or across any public right-of-way therefrom, by executing and recording an amended or supplemental declaration of covenants and restrictions with respect to the additional property, in which case any lots contained within such additional property shall be subject to these covenants and restrictions.

36. **Local Ordinances.** All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all side yard and set back requirements imposed by local ordinances. The Developer or Architectural Control Committee shall have the right to change the side yard and set back requirements for new construction within the Property from time to time, in their sole discretion.

37. **Discretionary Authority of Developer and Architectural Control Committee.** With respect to any approvals, waivers, variances, or other decisions to be made by them under this Declaration, the Developer or Architectural Control Committee shall hold authority to act with full discretion in furtherance of the following objectives:

- (a) to assure the most appropriate development and improvement of the Plat as a residential and commercial subdivision;
- (b) to prevent the construction of poorly designed or poorly proportioned structures, or structures built with improper or unsuitable materials;
- (c) to encourage and secure construction of improvements which harmonize in exterior design and finish with other improvements within the Plat, and which are properly located on their respective lots in accordance with the topography and finished grade of the lots;
- (d) to protect each lot owner against the maintenance of nuisances or other improper uses by other lot owners;
- (e) to provide for construction and maintenance of high quality improvements which will protect the investments of lot owners;
- (f) to preserve and promote the visual attractiveness of the developed Plat.

Neither the Developer, nor the Architectural Control Committee, nor any member of the Architectural Control Committee shall be liable to any person for any injury or loss alleged to be sustained by reason of any approval or disapproval of any proposed use, site plan, building



plan or specification, alteration, installation, variance, waiver or other matter under this Declaration of Covenants and Restrictions, which approval or disapproval is given by the Developer or Architectural Control Committee in the good faith exercise of the discretion hereunder, including any loss arising out of the negligence of the Developer or Architectural Control Committee.

38. Amendments. This Declaration, or any part hereof, may be canceled, released, amended or waived in writing, as to any or all of the lots subject to this Declaration, by an instrument signed by the Developer and the owners of not less than fifty-one percent (51%) of the lots subject to this Declaration, including the owners of not less than fifty percent (50%) of the 2, 3 or 4 family lots and fifty percent (50%) of the commercial lots; or, if the Developer has transferred authority for approval of the plans to the Architectural Control Committee as provided under this Declaration, then by an instrument signed by the owners of not less than fifty-one percent (51%) of the lots subject to this Declaration, including the owners of not less than fifty percent (50%) of the 2, 3 or 4 family lots and fifty percent (50%) of the commercial lots.

39. Exceptions. The Committee may issue such temporary or permanent exceptions or variances with respect to any of the covenants, restrictions and conditions herein contained as may be approved by unanimous vote, exclusive of any vote of the Owner requesting such exception or variance, who may be a member of the Committee. In the event the Developer is acting as the Committee, it shall be the sole decision-maker with respect to such exceptions.

40. Severability. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the 29<sup>th</sup> day of October, 1996.

HOMBURG EQUIPMENT, INC.,  
a Wisconsin corporation

By: Shirley A. Homburg  
Shirley A. Homburg, President

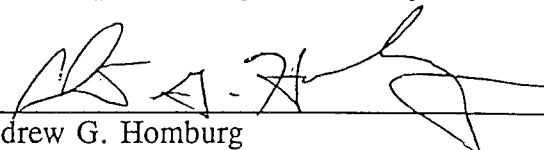
By: Chris A. Homburg  
Chris A. Homburg, Secretary



P 824

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

Personally came before me this 21<sup>st</sup> day of October, 1996, Shirley A. Homburg, President, and Chris A. Homburg, Secretary, of Homburg Equipment, Inc. and to me known to be such President and Secretary and acknowledged that they executed the foregoing instrument as such President and Secretary as the act of said corporation, by its authority.

  
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Andrew G. Homburg

Notary Public, State of Wisconsin  
My commission expires March 29, 1998.

This instrument drafted by Attorney David S. Uphoff.

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