

BOOK 438 PAGE 621
(15)

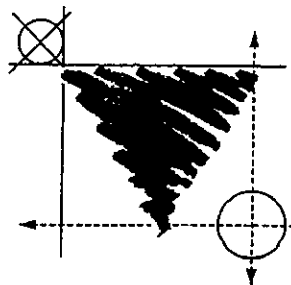
290544

STATE OF ILLINOIS
COUNTY OF PIATT: SS
Filed for record in said County on
the 6th day of October
A.D. 1998 of 3:55 o'clock P M.
and recorded in book 438 on
Page 621
By Justin A. [unclear] Recorder
William Kidd Deputy

WALDEN POND ESTATES PROTECTIVE COVENANTS FIRST ADDITION

Monticello, Illinois

August 1998



vasconcelles
engineering corporation

See Plat See Plat Book 12 Page 242.

**PROTECTIVE COVENANTS - FIRST ADDITION
FOR "WALDEN POND ESTATES" SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

Walden Pond Estates Subdivision, a joint venture, being the developer of the land described in Section I of this declaration and being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to benefit of and pass with said property, and each and every parcel owner shall apply to and bind the undersigned, and their successors and assigns, hereby declare that the property described in Section I hereof is held and shall be transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and charges hereinafter set forth.

SECTION I

The real property which is and shall be held and which shall be transferred and sold and conveyed subject to the conditions, restrictions, covenants, reservations, and charges with respect to the various portions thereof set forth in the several sections and subdivisions of this declaration is more particularly described as follows:

LEGAL DESCRIPTION ATTACHED AS "EXHIBIT A"

SECTION II

To insure the best use and most appropriate development and improvement of each lot, to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their property; to preserve, so far as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious appearances; to encourage and secure the erection of attractive homes with appropriate locations hereof on each lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures and in general to provide adequately for a high type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein, the real estate described in Section I hereof and hereby subject to the following conditions, restrictions, covenants, reservations and charges, to-wit:

1. Lots 1 through 99 shall be used for single family residence purposes. There shall not exist on all lots at any time more than one single family residence.
2. No residence shall contain, exclusive of basement, open porches and garages, a ground floor area of not less than 1800 square feet for a one story dwelling, 1500 square feet first floor area for a one and one-half story dwelling, and 1300 square feet first floor for a two story dwelling. All multi story homes must have a minimum total of 2000 square feet. Each garage must at a

minimum provide space for at least two cars and must be attached to the dwelling. Final determination of this covenant shall be approved by the Architectural Control Committee.

3. All lots will have a setback line as shown on the final plat (unless approved by the Architectural Control Committee and the City of Monticello). Each residential dwelling shall face a subdivision street. All driveways shall be paved with concrete.
4. All utilities, including telephone, electric and television cables other than for temporary service during construction shall be under-ground.
5. No satellite dishes shall be erected in public view from the front of the residence.
6. No above-ground swimming pools shall be permitted on any building site. In-ground pools shall be permissible, provided, however, that any fence enclosing such in-ground pool shall be subject to prior approval by the Architectural Control Committee.
7. In order to preserve the view for all owners of property in Walden Pond Estates, Lots 19 through 30 inclusive and Lot 83 through 99 inclusive shall be prohibited from erecting or constructing any rear yard fence except of the open wrought iron type and shall be prohibited from installing any hurricane fence, chain link fence or board on board wooden fence in the rear yard. This restriction shall also apply to any lot or building site in any future plat of Walden Pond Estates which abuts, adjoins or is coterminous with the shoreline of any lake.

Board on board wooden fences or other types of closed fences approved by the Architectural Control Committee may be constructed on any building site in Walden Pond Estates not abutting, adjacent to or coterminous with the shoreline of any lake. No metal fence, hurricane fence or chain link fence shall be permitted other than the open wrought iron type set forth in the preceding paragraph.

All fences of whatever type and whatever nature and wherever located shall be approved by the Architectural Control Committee prior to commencement of construction.

8. No outside or unattached storage buildings nor detached garages shall be permitted on any building site.
9. No television antennae or similar device used for television or radio reception or transmission shall be placed or located upon any building site nor attached to any building or any structure adjacent to any building.
10. No kennel, dog run or similar structure shall be located upon any building site.

11. No building, including detached structures, temporary or permanent, shall be erected, driveway constructed, swimming pool installed, television antenna or tower installed, or transformers and distribution pedestals same altered or relocated until the construction plans and front elevation, specifications and plot plan showing the location of such improvements or structure on the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and color of external design with existing structures and as to location with respect to topography and finished grade elevation. In an attempt to obtain harmonious exterior appearances, no dwelling may use the same exterior design or color scheme as any other dwelling located within 400 feet in any direction without the approval of the Architectural Control Committee. Grade lines shall be in conformity with the adjacent lots and shall not interfere with the drainage from the adjoining lots. No fence or wall shall be erected, placed or altered without the prior written approval of the Architectural Control Committee. The Architectural Control Committee is composed of James and Madolyn Walden. A majority of the Committee may designate a representative to act for them. In the event of the death or resignation of any member of the Committee, the remaining members or member shall have full authority to designate successors. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. In the event said Committee, or its designated representative, fails to approve or disapprove, in writing, any request required to be submitted to the committee within 30 days after the plans and specifications or plot plans or other requests have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced within thirty days after construction is commenced or prior to the completion thereof (whichever period is the longer), such approval will not be required; and this covenant will be deemed to have been complied with (but this sentence shall not be construed to apply to any violation of the requirements of paragraphs 1 through 10 of these Protective Covenants). All submitted to James Walden, 1786 Walden Drive, P.O. Box 56, Monticello, IL 61856 or such other place as he may designate from time to time.
12. All construction must be diligently pursued to completion within a reasonable period but in no case to exceed one (1) year. No building shall be occupied for living purposes which is not functionally complete in detail as to the exterior, nor shall any building materials paint or building equipment be exposed to the public view if occupied as a dwelling. No structure of a temporary character trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any building site at any time as a residence either temporarily or permanently.
13. The owner of any vacant lot shall keep said lot mowed and maintained with City requirements.
14. Easements for installation and maintenance of utilities, storm sewers and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that

- responsibility. An easement is hereby reserved for telephone and electric lines to extend underground which shall be located on the utility easement or on the public highway across any property in the subdivision to serve improvements on other properties in the subdivision.
15. The topography and finished grade elevation of each home site must be consistent and complimentary with the grade line and elevation of the other home sites in the subdivision. Final determination as to the first floor elevation shall be made by the Architectural Control Committee. In no case will the first floor elevation be less than 30" higher than the average elevation along the back of the curb in front of the property.
 16. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 17. No sign of any kind shall be displayed to the public view on any building site except one professional sign of not more than one square foot, one sign or not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
 18. No animals, livestock or poultry of any kind shall be kept on the property. Household pets may be kept provided that they are not bred, kept or maintained for any commercial purposes. No pets shall be kept on any lot until such lot is improved with a habitable dwelling.
 19. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises without written permission of the Board of Directors.
 20. No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.
 21. No lot owner shall cut or remove any living tree having a diameter of 4 inches or more measured at a point 12 inches above the ground, without the approval of the Architectural Control Committee.
 22. No one shall alter the ponds as they are shown on the final plat without the approval of the Architectural Control Committee and the City of Monticello.
 23. The Architectural Control Committee shall have the power to reduce minimum dwelling size requirements where the size, shape and location of the lot warrants such variance in the opinion of the Architectural Control Committee.
 24. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Architectural Control Committee, or any agent of such Committee, shall have the right to enter upon and inspect during reasonable hours, any building

site embraced within said subdivision and the improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

25. The approval of the Architectural Control Committee of any plans and specifications, plot plan, grading or other plan or matter requiring approval as herein provided, shall be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval in connection with the same building site or any other building site. **NEITHER THE SAID COMMITTEE NOR ANY MEMBER THEREOF, NOR THE PRESENT OWNER OF SAID REAL ESTATE, SHALL BE IN ANY WAY RESPONSIBLE OR LIABLE FOR THE LOSS OR DAMAGE, FOR ANY ERROR OR DEFECT WHICH MAY OR MAY NOT BE SHOWN ON ANY PLANS AND SPECIFICATIONS OR ON ANY PLAT OR GRADING PLAN, OR PLANTING OR OTHER PLAN, OR ANY BUILDING OR STRUCTURE OR WORK DONE IN ACCORDANCE WITH ANY OTHER MATTER, WHETHER OR NOT THE SAME HAS BEEN APPROVED BY THE SAID COMMITTEE OR ANY MEMBER THEREOF, OR THE PRESENT OWNER OF SAID REAL ESTATE.**
26. All buildings erected on any building site shall be constructed of material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises. Accessory buildings shall not be erected, constructed or maintained prior to erection or construction of the dwelling. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.
27. During the course of construction all materials and equipment shall be stored only on the lot on which construction is under way; debris and waste involved in the construction shall be confined to the lot on which construction is under way and shall be removed from the premises each week or be suitably covered. Lightweight debris shall be stored in containers to avoid blowing upon adjacent lots. No burning shall take place of debris, upon the premises. The intent of this covenant is to maintain and preserve a clean and neat appearance in the subdivision at all times.
28. No person, firm, or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken, except in connection with the construction or alteration of a building on such premises and excavation or grading incidental thereto.
29. The failure of the Architectural Control Committee, and building site owner or the present owner of said subdivision to enforce any of the restrictions, conditions, covenants, reservations, liens, or charges to which said property, or any part thereof, is subject, shall in no event be

deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

30. No antennas, transmitting or broadcasting equipment, appurtenances thereto, or similar equipment, shall be placed stored, kept or used upon lot at any time, either temporarily or permanently.
31. Mailbox and post must be consistent as determined by the Architectural Control Committee and the cost will be born by the property owner.
32. In connection with roof design, rooflines must have a 5/12, or greater, pitch.
33. Upon occupancy, the owner, within 90 days, agrees to plant a minimum of three (3) two inch trunk diameter trees in the front yard. Types of trees shall be from the list in Exhibit "B". Any tree not on the list from Exhibit "B" must be approved by the architectural review committee. The cost of said trees shall be born by the property owner.
34. All front and side yards shall be sodded within 90 days of obtaining the occupancy permit. The cost of the sod will be born by the property owner.
35. All sidewalks shall be placed in accordance with Exhibit "C". The sidewalks shall be placed when construction of the home is substantially complete. Any sidewalks broken or disturbed during shall be replaced. All costs shall be born by the property owner.
36. No clotheslines shall be placed on the property.

SECTION III

These covenants are to run with the land and shall be binding on parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by seventy percent (70%) of the then owners of the building sites had been recorded, each building site having one vote, agreeing to change said covenants in whole or in part.

SECTION IV

Each property owner will be required to be a member of the Walden Pond Estates Homeowners Association. Each member will be assessed an annual fee of not more than fifty (\$50.00) dollars between July 15th and July 30th. Money from the Annual Assessment will be used by the Association for maintenance and upkeep of all common areas (including Boulevards and Ponds) within Walden Pond Estates. The Board of Directors of the Association will consist of a President, Vice-President, Secretary, and Treasurer. The Board of Directors will be elected by the property owners with each property having no more than one vote. The board will hold quarterly meetings open to all property

owners. Elections for board members will fall on the first Monday of June in even numbered years. Upon the resignation of a board member, the remaining members will appoint someone to fill the vacant term.

SECTION V

The Association shall obtain public liability insurance covering all of the common areas and insuring the Association and the owners as its and their interests may appear in such amounts as the Association may determine from time to time; provided, however, that the minimum amount of coverage shall at no time be less than Five Hundred Thousand Dollars (\$500,000.00) for personal injury to any one person, and One Million Dollars (\$1,000,000.00) for personal injuries suffered in any one incident. Premiums for the payment of such liability insurance shall be assessed against the owners as part of the common area costs, and allocated among all of the owners as provided herein. Each owner shall be responsible for obtaining and paying for his personal liability insurance.

All lot owners voluntarily assume all risks of accident or damage to their property and that of their family and guests while utilizing the facilities of Walden Pond Estates. They agree to hold harmless Walden Pond Estates, Incorporated, their officials and employees, from any claim, liability or demand of any kind for or on account of any such personal injury or property damage or loss of any kind which they, their family or guests, may sustain. Furthermore, said lot owners acknowledge that they will fully review the rules and regulations of Walden Pond Estates, Incorporated prior to utilizing the facilities of Walden Pond Estates and, agree to conform to said rules and regulations. Said lot owners also agree to indemnify, defend and hold harmless Walden Pond Estates from any claim, liability or loss of any kind sustained by a third party resulting from the undersigned's acts or omissions or the acts or omissions of their family or guests.

SECTION VI

The Board of Directors of the Homeowners' Association shall be authorized and empowered to:

- A. Make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the properties.
- B. Impose reasonable fines which shall constitute a lien upon the building site of a member and/or suspend such member's right to use the common areas and the right to vote for not more than thirty (30) days or such time as a violation may continue and sixty (60) days thereafter for violation of this Declaration, the By-Laws or any rules and regulations which have been duly adopted by the Association.
- C. Begin any action in any court on behalf of the Association and all owners to abate any nuisance or otherwise to protect the values and integrity of the community.

SECTION VII

The Board shall not impose a fine, suspend voting, begin court action or infringe upon any other rights of a member or other occupant for violation of rules unless and until the following procedure is followed:

- A. Demand. Written demand to cease and desist from any alleged violation shall be served upon the alleged violator specifying:
1. The alleged violation; and
 2. The action required to abate the violation; and
 3. A time period, not less than ten (10) days, during which the violation is continuing, or a statement that any further violation of the same rule may result in the imposition of sanction after notice and hearing if the violation is not continuing at the time the written demand is sent.
- B. Notice. Within six months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in executive session. The notice shall contain:
1. The nature of the alleged violation; and
 2. The time and place of the hearing, which time shall be not less than ten (10) days from the giving of notice; and
 3. An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and
 4. The proposed sanction to be imposed.
- C. Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

SECTION VIII

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION IX

IN WITNESS WHEREOF, Walden Pond Estates, has caused its name to be affixed hereto this 8th day of August 1998

WALDEN POND ESTATES

BY: James M. Walden

James M. Walden, President

EXHIBIT "A"

LEGAL DESCRIPTION

CERTIFICATE OF SURVEYOR

I hereby certify that the plat attached hereto correctly represents a survey made under my direction of a subdivision to be known as Walden Pond Estates, First Addition, said subdivision being described as follows:

Part of the Northwest Quarter of Section 32, Township 19 North, Range 6 East of the Third Principal Meridian, Piatt County, Illinois and described as follows:

Commencing at a found iron pin located at the Southwest corner of the Northwest Quarter of said Section 32; thence North 00 degrees 07 minutes 48 seconds East, along the West line of the Northwest Quarter of said Section 32, 716.61 feet to the point of beginning; thence North 00 degrees 07 minutes 48 seconds East 772.90 feet; thence South 88 degrees 48 minutes 46 seconds West 123.30 feet to a point on the Southeasterly right-of-way line of a state highway designated at Illinois Route 47; thence Northeasterly along a curve to the right, having a radius of 9199.62 feet, a central angle of 00 degrees 11 minutes 20 seconds, for 30.32 feet; thence North 39 degrees 10 minutes 55 seconds East, along said Southeasterly right-of-way line, 806.36 feet; thence Northeasterly along a curve to the right, having a radius of 5912.67 feet, a central angle of 03 degrees 51 minutes 23 seconds, for 397.96 feet; thence North 43 degrees 02 minutes 16 seconds East, along said Southeasterly right-of-way line, 150.00 feet; thence Northeasterly along a curve to the right, having a radius of 1685.69 feet, a central angle of 01 degree 21 minutes 29 seconds, for 39.96 feet; thence South 50 degrees 49 minutes 06 seconds East 240.17; thence South 36 degrees 04 minutes 46 seconds East 180.00 feet; thence Northeasterly along a curve to the right, having a radius of 270.00 feet, a central angle of 13 degrees 56 minutes 22 seconds, for 65.69 feet; thence South 22 degrees 08 minutes 24 seconds East 130.00 feet; thence North 74 degrees 28 minutes 51 seconds East 32.28 feet; thence Southerly along a curve to right, having a radius of 460.00 feet, a central angle of 35 degrees 38 minutes 21 seconds, for 286.13 feet; thence South 82 degrees 02 minutes 44 seconds West 26.01 feet; thence South 00 degrees 03 minutes 40 seconds West 610.84 feet; thence South 89 degrees 52 minutes 55 seconds East 17.73 feet to the Northeast corner of the North 18.76 acres of even width off of the North side of the Southwest Quarter of the Northwest Quarter of said Section 32; thence South 00 degrees 01 minutes 54 seconds West, 609.35 feet to the Southeast corner of said North 18.76 acres; thence South 89 degrees 53 minutes 00 seconds West 1341.61 feet to the point of beginning.

Said tract of land containing 45.6955 acres.

All distances shown on said plat are shown in feet and decimals thereof. I do further certify that the lots, streets and easements upon said plat are correctly shown, and that all regulations enacted by the City of Monticello relative to plans and subdivisions have been complied with in preparation of this plat.

Given under my hand and seal at Springfield, Illinois on August 12, 1998.



Ronald W. Lamb
Illinois Land Surveyor No. 2811

EXPIRATION DATE: 11-30-98

EXHIBIT "B"

APPROVED TREE LIST

Red Oak

Shumard Oak

Hackberry

Green Ash (Patmore or Autumn Purple)

Sugar Maple (Wright Brothers)

Red Maple (Embers, Red Sunset or October Glory)

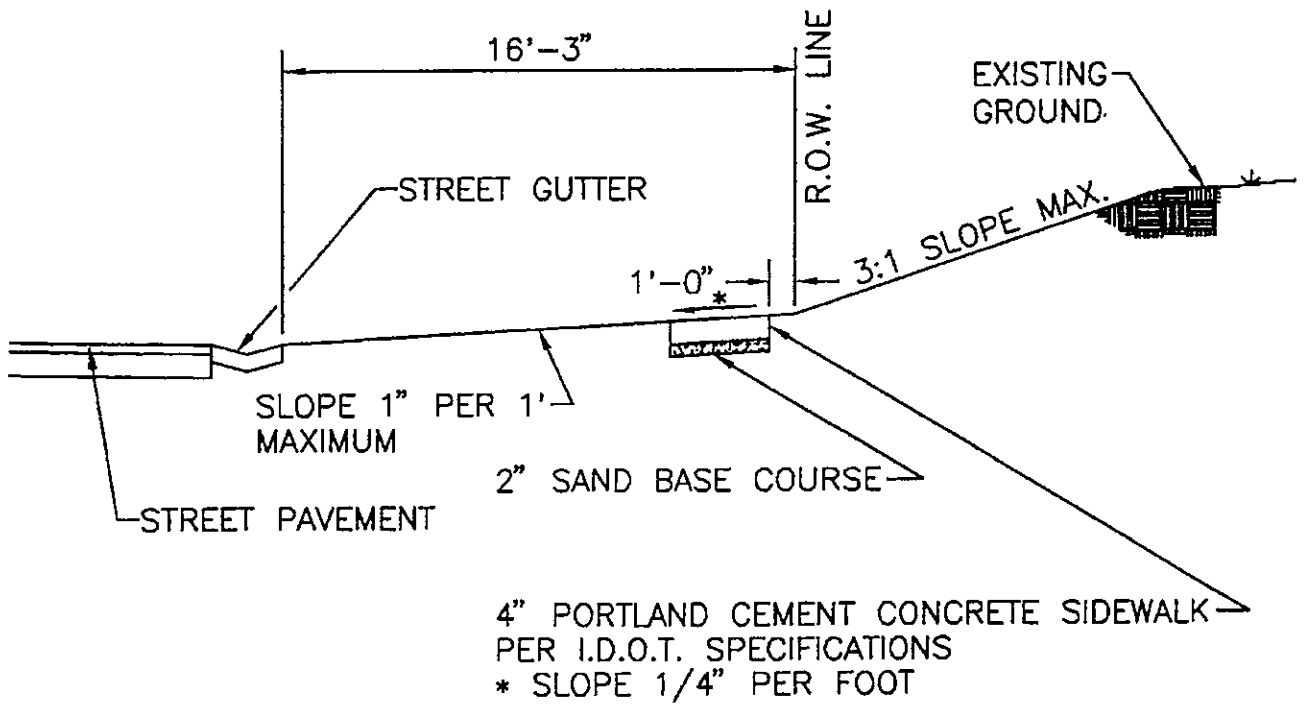
Morraine Locust

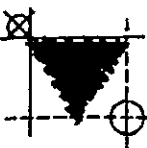
Sky Cole Locust

Little Leaf Linden

Crimean Linden

NOTE: All other trees must be approved by the Architectural Review Committee.



<p>EXHIBIT "C"</p> <p>SIDEWALK LOCATION</p> <p>NOT TO SCALE</p> <p>WALDEN POND ESTATES</p> <p>MONTICELLO, ILLINOIS</p>	<p>VASCONCELLES ENG. CORP.</p> <p>JOB NO. 327-971-B</p>	<p>DRAWN T.C.D.</p> <p>CHECKED M.T.V.</p> <p>DATE 7/21/98</p>
	 <p>vasconcelles</p> <p>engineering corporation</p> <p>phone (217)698-3114</p>	

SCHOOL DISTRICT STATEMENT

The undersigned, the owner of the land shown on the attached plat, entitled Walden Pond Estates - First Addition, does hereby certify and state to the best of their knowledge and belief the property is within Monticello School District.
Dated this 12th day of August, 1998.

Walden Pond Group, Ltd.

James M. Walden
James M. Walden, President

STATE OF ILLINOIS)
COUNTY OF PIATT)

I, MARY ANN BUCHANAN, a Notary Public in and for the County of PIATT, do hereby certify that JAMES M. WALDEN, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act. Given under my hand and Notarial Seal this 12th day of AUGUST A.D., 1998.



Mary Ann Buchanan
NOTARY PUBLIC

STATE OF ILLINOIS

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BOOK

438

PAGE

635

COUNTY OF PIATT

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SS.

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I, Ronald W. Lamb, in accordance with PA 87-0705 (The Plat Act) do hereby designate James M. Walden as the person who may record Walden Pond Estates-First Addition. A true copy of which has been retained by me to assure no changes have been made to said plat.

Springfield, Illinois

Dated: 8/12/98



Ronald W. Lamb

Ronald W. Lamb

Illinois Professional Land Surveyor No. 2811

(2)

Return this document to:
Walden Pond Group, LTD
1786 Walden Drive
P. O. Box 56
Monticello, IL 61856

This instrument prepared by:
William C. Glasgow
Glasgow & Foltz
114 E. Washington Street
Monticello, IL 61856-0588
217/762-9444

Put Book 12 Page 242

**AMENDMENT TO WALDEN POND
ESTATES PROTECTIVE COVENANTS - FIRST
EDITION**

324465
STATE OF ILLINOIS SS
COUNTY OF PIATT: SS
Filed for record in said County on
the 13th day of March
A.D. 2006 at 10:48 o'clock A M.
and recorded in book 603 on
Page 539
By Pat R. [Signature] Recorder
Callum [Signature] Deputy

This Amendment made this 22nd day of February, 2006, WITNESSETH:

WHEREAS, the Protective Covenants - First Edition for "Walden Pond Estates" Subdivision, dated August 8, 1998, recorded Oct. 6, 1998, Book 438, Page 621, Document Number 290544 in the Recorder's Office of Piatt County, Illinois;

and, WHEREAS, Section III of said instrument authorizes the Amendment of the Covenants in whole or in part by an Instrument signed by 70% of the then owners of the building sites;

and, WHEREAS, Walden Pond Group, LTD is the owner of at least 70% of the said building sites.

NOW THEREFORE, the said Protective Covenants above referenced are hereby amended and/or altered as follows:

- A) Section II2 is hereby amended in Line 3 to "1,000 square feet first floor for a 2-story dwelling."
- B) Section III3 is hereby amended by adding the following: "The owner of two adjoining lots, shall be exempt from the requirement of (12) above requiring construction of a residence within one year as long as the title to both lots is, and remains, identical. This exemption shall

Date: 3, 13, 2006
Rental Housing Support Program Fund surcharge: \$ 9.66

not be construed as a waiver of any other covenant, or any requirement relating to the installation of sidewalks."

In witness whereof the undersigned has caused its name to be affixed hereto this 22nd day of February, 2006.

WALDEN POND GROUP, LTD.,
AN ILLINOIS CORPORATION,

BY: James M. Walden

JAMES M. WALDEN, President

ATTEST:

Madolyn Walden
MADOLYN WALDEN, Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF PIATT)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that JAMES M. WALDEN, personally known to me to be the President of WALDEN POND GROUP, LTD., AN ILLINOIS CORPORATION, and MADOLYN WALDEN, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of February, 2006.



William C Glasgow
Notary Public