

6.04 PAYMENT OF ASSESSMENTS: On or before the first day of the fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Dwelling Unit shall pay to the Residential Association, or as it may direct, that portion of the Annual Assessment which is payable by such Owner. The Developer shall pay Annual Assessments for all Dwelling Units owned by Developer.

6.05 REVISED ASSESSMENT: If the Annual Assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable under section 6.03 as of the first day of a month by the giving of written notice thereof (together with a revised budget for the balance of the year and reasons for the decrease) not less than ten (10) days prior to the effective date of the decreased assessment.

6.06 SPECIAL ASSESSMENT: The Board may levy a special assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Association for a specific purpose including, without limitation, to make major repairs, additions, alterations or improvements to the Common Elements, or (ii) to cover an unanticipated deficit under the current or prior year's budget. Any special assessment, which will require the aggregate payment with respect to a Dwelling Unit of the greater of (a) \$300 or (b) five (5) times the most recent monthly assessment shall be subject to approval by the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast at a meeting of the Owners duly called for the purpose of approving the assessment. Each Owner shall be responsible for the payment of the amount of the special assessment multiplied by his Dwelling Unit's Undivided Interest. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the amount and reasons therefor, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.07 CAPITAL RESERVE: The Residential Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements, including a reserve fund for replacements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Residential Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Residential Association in connection with its duties hereunder. The Capital Reserve may be built up by special assessment or out of the Annual Assessment as provided in the budget. Each budget shall disclose that percentage of the Annual Assessment which shall be added to the Capital Reserve and each owner shall be deemed to make a capital contribution to the Residential Association equal to such percentage multiplied by each installment of the Annual Assessment paid by such owner.

6.08 INITIAL CAPITAL CONTRIBUTIONS: Upon the closing of the sale of each Dwelling Unit by the Developer to a purchaser for value, the purchasing owner shall make (a) a capital contribution to the Residential Association in an amount equal to one-quarter (1/4) of the current year's Annual Assessment for that Dwelling Unit, which amount shall be held and used by the Residential Association for its working capital needs.

6.09 NONPAYMENT OF ASSESSMENTS: Any assessments or other charges or payments which an owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the maximum legal rate permitted in Illinois, but not to exceed eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys fees of any such action, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of assessments or other charges. No Owner may waive or otherwise escape liability for the assessments or other charges or payments provided for herein by non-use, abandonment or transfer of his Dwelling Unit.

6.10 RESIDENTIAL ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES: The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any first mortgage on the Unit Ownership recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes in possession of the Dwelling Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit ownership as provided in Section 6.01. If for any reason the owner of a Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

6.11 STATEMENT OF ACCOUNT: Upon seven (7) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Residential Association and shall be binding on the Residential Association.

ARTICLE SEVEN

Remedies for Breach or Violation

7.01 SELF-HELP BY-BOARD: In the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days, prior written notice, shall have the right to enter upon that part of the Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach. Any and all expenses in connection with the exercise of the right provided by this Section shall be charged to and assessed against the violating Owner.

7.02 INVOLUNTARY SALE: If any Owner (either by his own conduct or by the conduct of any other occupant of his Dwelling Unit) shall violate any of the covenants or restrictions or provisions of this Declaration, the By-Laws, or the rules or regulations adopted by the Board, and such violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall reoccur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Dwelling Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Dwelling Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Dwelling Unit and to immediate possession of the Dwelling Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Dwelling Unit so purchased subject to this Declaration.

7.03 FORCIBLE DETAINER: In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the owner hereunder, the Board shall have the right to take possession of the Owner's Dwelling Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer," as provided in the Act.

7.04 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of the Act, this Declaration, the By-Laws, or rules and regulations of the Board, the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article, or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

7.05 COSTS AND EXPENSES: All expenses incurred by the Board in connection with the actions, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal contract rate of interest then permitted in Illinois until paid but not to exceed eighteen percent (18%) per annum, shall be charged to and assessed against the defaulting owner, and the Association shall have a lien for all the same upon his Unit ownership, as provided in Section 6.01.

7.06 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

ARTICLE EIGHT

Amendments

8.01 SPECIAL AMENDMENT: Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act, or (iv) to correct clerical or typographical or other errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate when the Declarant no longer holds title to any portion of the Parcel.

8.02 AMENDMENT BY OWNERS: Subject to the provisions of Section 8.01, and Article Nine, and except as otherwise provided in Sections 5.06 and 5.07 and the Act, the provisions of this Declaration may be amended, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy) representing at least Seventy-five percent (75%) of the votes cast or by an instrument executed by Owners of Unit Ownerships with an aggregate Undivided Interest of at least Seventy-five percent (75%); except that (i) the provisions relating to the rights of Declarant or Developer may be amended only upon the written consent of the Declarant or Developer, and (ii) the provisions of Article Nine and the provisions of this Article may be amended only with the written consent of all Owners and all First Mortgagees. No amendment shall become effective until recorded. There shall be no amendment to this Declaration which affects the rights of the Town of Cortland hereunder without the review and written approval of such Town.

ARTICLE NINE

First Mortgagees' Rights

9.01 FIRST MORTGAGEES' CONSENT: The prior written approval of Seventy-five Percent (75%) of the First Mortgagees (by number) will be required for the Residential Association to do or permit to be done any of the following:

- (a) Adoption of an amendment to this Declaration which changes the Undivided Interests or which changes Section 6.10 or any other provision of this Declaration or the By-Laws which specifically grants rights to First Mortgagees;
- (b) The abandonment or termination of the condominium;
- (c) The partition or subdivision of a Dwelling Unit;
- (d) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Condominium Property;
- (e) The sale of the Property;
- (f) The removal of a portion of the Property from the provisions of the Act and this Declaration;
- (g) The effectuation of a decision by the Residential Association to terminate professional management and assume self management of the condominium; or
- (h) The use of hazard insurance proceeds for losses to the Property (whether to Dwelling Units or to the Common Elements) for other than the repair, replacement, or reconstruction of such Dwelling Units or Common Elements; provided that such consent of First Mortgagees will not be required with respect to any action under (a) through (h) above which occurs as a result of (i) substantial damage due to fire or other casualty (including, without limitation, action taken pursuant to Section 5.06); or (ii) a taking of a portion or all of the Property by condemnation or eminent domain (including, without limitation, action taken pursuant to Section 5.07).

9.02 NOTICE TO FIRST MORTGAGEES: Each Owner shall notify the Residential Association of the name and address of his First Mortgagee and the Residential Association shall maintain a record of such information with respect to all Dwelling Units in a book entitled "Mortgagees of Units." Each First Mortgagee shall have the right to examine the books and records of the Residential Association at any reasonable time. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

- (a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Residential Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;
- (b) Any audited or unaudited financial statements of the Residential Association which are prepared for the Residential Association and distributed to the Owners;
- (c) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- (d) Notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Residential

Association;

- (e) Notice of substantial damage to or destruction of any Dwelling Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);
- (f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property; or
- (g) Notice of any default of the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Residential Association to the Owner of the existence of the default.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Residential Association. Failure of the Residential Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Residential Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Residential Association shall honor the most recent request received.

9.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagees of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided that nothing in this Section shall be construed to deny to the Residential Association the right to apply any such proceeds to repair or replace damaged portions of the Property or to restore what remains of the Property after condemnation or taking by eminent domain of a part of the Property.

ARTICLE TEN

Developer's Reserved Rights

10.01 IN GENERAL: In addition to any rights or powers reserved or granted to the Developer under the Act, this Declaration or the By-Laws, the Developer shall have the rights and powers set forth in this Article. In the event of a conflict between the provisions of this Article and any other provisions of this Declaration or the By-Laws, the provisions of this Article shall govern. Except as otherwise provided in this Article, Developer's rights under this Article shall terminate at such time as the Declarant is no longer vested with or controls title to any portion of the Parcel.

10.02 SALES EFFORTS: Developer shall have the right, in its discretion, to maintain on the Property model Dwelling Units, sales, management, and/or administrative offices (which may be located in a Dwelling Unit), displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Property for the purpose of showing the Property to prospective purchasers or lessees of Dwelling Units, all without the payment of any fee or charge whatsoever other than the assessments payable by the Developer with respect to Dwelling Units

owned by him. The Developer shall have a nonexclusive access easement over and across the roads and walkways located on the Property for ingress and egress to and from those portions of the Parcel which have not been made subject to the Act and this Declaration in order to exercise the rights reserved under this Section and Section 10.03 below.

10.03 CONSTRUCTION: Developer, its agents and contractors shall have the right to come upon the Property to construct improvements thereon and to make alterations, repairs or improvements to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever.

10.04 CONTROL OF BOARD: Until the initial meeting of the Owners (which shall occur no later than sixty (60) days after the Turnover Date) and the election of the initial Board as provided for in the By-Laws, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act, this Declaration or the By-Laws shall be held and performed by the Developer. The Developer may hold and perform such rights and obligations through the Board which, prior to the initial meeting, shall consist of three (3) individuals designated by the Developer from time to time.

ARTICLE ELEVEN

Miscellaneous

11.01 SEVERABILITY: Invalidity of all or any portion of any of the easements, restrictions, covenants, conditions, and reservations by legislation, judgment, or court order shall not affect liens, charges, rights, benefits and privileges, and other provisions of this Declaration which shall remain in full force and effect.

11.02 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such owner as it appears on the records of the Association at the time of such mailing, or upon personal delivery to the Owner's Dwelling Unit.

11.03 CAPTIONS/CONFLICTS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

11.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of Elizabeth II, Queen of England, at the time of Recording of this Declaration.

11.05 TITLE HOLDING LAND TRUST: In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under

this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.


11.06 ASSIGNMENT BY DECLARANT OR DEVELOPER: All rights which are specified in this Declaration to be rights of the Declarant or Developer are assignable or transferable. Any successor to, or assignee of, the rights of the Declarant or Developer hereunder shall hold or be entitled to exercise the rights of Declarant or Developer hereunder as fully as if named as such party herein. No party exercising rights as Declarant or Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

11.07 INDEMNITY. Neither the Declarant, Developer, nor the directors or officers of the Residential Association, their successors, heirs, executors or administrators (collectively the "Indemnified Parties"), whether appointed by the Developer or elected, shall be personally liable to the Owners or the Residential Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Developer, directors, or officers, except for any acts or omissions found by a court of competent jurisdiction to constitute criminal conduct, gross negligence, willful misconduct, or actual (as opposed to constructive) fraud. The Residential Association shall indemnify and hold harmless the Indemnified Parties against all contractual and other liabilities to others arising out of any mistake of judgment or for any other acts or omission of any nature whatsoever or arising out of their status as Declarant, Developer, directors or officers unless any such contract or act shall have been made criminally with actual fraud, or gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid, and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which any of the Indemnified Parties may be involved by virtue of such person being or having been the Declarant, Developer or a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit, or proceeding to be liable for criminal conduct, gross negligence, willful misconduct, or actual (as opposed to constructive) fraud in the performance of his duties as Declarant, Developer or a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence, willful misconduct, or actual fraud in the performance of his duties as Declarant or Developer or by director or officer.

Dated: November 13, 2006

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed.

Heatherfield Condo Development LLC, an Illinois
limited liability company

By: 
John F. Pappas, Its Manager

STATE OF ILLINOIS)
) ss
 COUNTY OF DE KALB)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John F. Pappas, the Manager for Heatherfield Condo Development, LLC, known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and official seal this 13th day of November, 2006



James O. Krupp
 Notary Public

CONSENT OF MORTGAGEE

OLD SECOND BANK - KANE COUNTY, holder of a mortgage on the Parcel dated December 16, 2003, and recorded in the office of the DeKalb County Recorder on January 27, 2004, as Document 2004001580, hereby consents to the execution and recording of the within Declaration of Condominium Ownership and agrees that said mortgage is subject thereto and to the provisions of the Condominium Property Act of the State of Illinois.

IN WITNESS WHEREOF, Old Second Bank - Kane County, has caused this instrument to be signed by its duly authorized officers on its behalf, all done at DeKalb, Illinois on this 20 day of November, 2006.

OLD SECOND BANK - KANE COUNTY

By: *[Signature]* - Dave Ott
 Its: President

ATTEST:

By: *Wanda McDonald*
 Its: Loan Admin Office

STATE OF ILLINOIS)

COUNTY OF Kane) ss)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dave OTT - ~~President~~, President of OH2nd of Old Second Bank - Kane County, and Wendy McDonald, thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of November, 2006



Debra J. Homesley
Notary Public