

SECOND AMENDED DECLARATION OF RESTRICTIVE COVENANTS

Affecting a parcel of land consisting of 13.5255 acres described on Exhibit A, and Lots 1-17, Hackberry Hills, and 18 – 45 of the First Addition to Hackberry Hills, described on Exhibit B

A Subdivision located in the Town of Ellington, Outagamie County, Wisconsin

Hackberry Hills, Ltd., a Wisconsin Corporation (hereinafter "HHL"), being the owner of the above named Subdivision, the Plats for which Subdivision was recorded as document number 1639151 on the 10th day of November, 2004 (Cabinet J of Plats, pages 37-38), and as document number 1639153 on the 10th day of November, 2004 (Cabinet J of Plats, pages 39-40), in the office of the Outagamie County Register of Deeds, hereby makes the following declaration as to limitations, restrictions, and uses to which Lots in said Subdivision may be put, further requiring marketing in a property owners' association, and hereby specifies that such declarations shall constitute covenants to run with the land, and shall be binding on all parties and all persons claiming under them, and for the benefit of and limitations on all future owners and persons claiming under them.

A. PURPOSE.

1. Purpose. This document has been created and recorded for the following purposes:
 - a. To assure Outlot 1 in the First Addition to Hackberry Hills Plat will be permanently maintained as a scenic, natural and open condition for conservation purposes subject to and consistent with drainage functions for the benefit of the owners of Lots 1 through 17 of Hackberry Hills Plat, and Lots 18 through 45 of the First Addition to Hackberry Hills.
 - b. To establish requirements applicable to Hackberry Hills Property Association, Inc., herein the "Association", regarding the use, maintenance, and development of Outlot 1 and any other detention or retention ponds and drainage ways that may be constructed in Hackberry Hills Plat, either on Outlot 1 or on privately owned lots in Hackberry Hills Plat or First Addition to Hackberry Hills Plat
 - c. Requiring the Association to be responsible for maintaining decorative fencing that may be constructed along Grandview Road, entrance monuments and landscaping at entrances to the plat, or other landscaping for aesthetic purposes that may be located within road right-of-ways beyond the shoulder of public roads within the plat.
 - d. To mow and maintain grassy areas of ditches and street right-of-way beyond street shoulders of roads located within the plat to maintain an aesthetically pleasing appearance.

- e. To establish an Architectural Control Committee (“ACC”) (HHL, the Association and the ACC may be referred to herein individually or collectively as the Determining Body.) and set forth protective requirements for building design, and usage of lots in Hackberry Hills Plat for the mutual benefit, aesthetics, appearance, and general protection of property values in Hackberry Hills Plat.
- f. The restrictions and requirements herein supersede and take priority over any other conflicting or inconsistent private covenants applicable to this property, if any.

2. Additional Plat/Unplatted Lands.

- a. Hackberry Hills, Ltd. currently intends to add The Second Addition to Hackberry Hills Plat as part of future development. No assurance can be given that such additional plat will be created. Hackberry Hills, Ltd. reserves the right to add such plat and make all such owners of lots in the Second Addition members of the Association described below, and to make these Covenants apply to The Second Addition to Hackberry Hills Plat and future owners of lots in that additional plat.
- b. Additional property subject to these covenants is that property owned by Roger and Stannye Meads consisting of 13.5255 acres legally described on **Exhibit A** attached hereto. All current structures and uses of this property are grandfathered such that they may continue for so long as this property is used and occupied for residential purposes. All current structures and features may be maintained, repaired and/or replaced as needed. No change in the use of this property adversely affecting the uses and values of the remaining property subject to this plat will be permitted without authorization of the Board of Directors of the Association.

3. Name of Document. This document entitled “Declaration of Restrictive Covenants” will be referred to herein as the “Covenants.”

B. USE, MAINTENANCE, AND DEVELOPMENT REGARDING OUTLOT 1 IN HACKBERRY HILLS PLAT

1. Permitted Uses and Structures. The following uses are permitted on Outlot 1: drainage ways and drainage detention or retention areas and natural areas provided such uses are consistent with and do not interfere with drainage functions.

2. Prohibited Uses and Structures. The following uses and structures are prohibited on Outlot 1: filling, grading and excavating except in connection with drainage; deposit and extraction of material except in connection with drainage; motorized vehicles, machines, or motorized all terrain vehicles of any kind or nature except for periodic maintenance; the cultivation of agricultural crops, fruits or vegetables; the dumping of ashes, waste, compost or garbage; and the storage of vehicles, materials or equipment of any kind.

3. Maintenance Easement. There shall be an affirmative duty to maintain, protect and manage Outlot 1 consistent with the purpose, permitted uses and prohibited uses and structures enumerated above. The Town of Ellington shall have the unqualified right to enter upon such Outlot for inspection and, if necessary, maintenance in the event of non-performance. Town maintenance costs shall be equally assessed among the owners of Lots 1 through 17 and to the Lots 18 through 45 in the First Addition to Hackberry Hills when platted, and to the Second Addition if and when platted.

C. LOT RESTRICTIONS AND CONSTRUCTION REQUIREMENTS.

1. Land Use and Building Type. No lot, except with prior written approval of HHL or its assigns, whether alone or in combination with one or more other lots in this Subdivision, shall be used except for single-family residential purposes and restricted as set forth below.

2. Architectural Control. As long as HHL owns any lot in the Subdivision, no dwelling or other house or structure, swimming pool, fence, or additions to the foregoing which were previously approved, may be erected on any lot in this Subdivision until the plans and specifications have been submitted to and approved in writing by HHL. For purposes of these covenants, "structure" shall be defined as any item for which a building permit is required from the Town of Ellington prior to construction or installation. All plans and specifications shall be delivered to:

Hackberry Hills Ltd.
c/o Meads Real Estate, LLC.
Roger W. Meads, DVM, Member President
W8498 Grand View Road
Hortonville, WI 54944

If HHL fails to approve or disapprove such plans and/or specifications in writing within 30 days after they have been received by HHL, said plans and specifications shall be deemed to have been approved.

Upon the sale of the last lot in the subdivision, architectural control shall become the responsibility of the AAC.

3. Setback Lines. Setback lines shall conform to local zoning regulations except that HHL may, in promoting overall harmony, establish other requirements in addition to such regulations. The final plat establishes a minimum setback of 50' from the road right of way.

4. Minimum Floor Area and Design. All structures to be erected in the Subdivision shall be of pleasing and harmonious external design and shall conform with all established setback lines. Any dwelling which fails to conform to the specified minimum areas shall not be permitted on any lot, except with prior written approval of the relevant Determining Body.

The square footage of the main structure, exclusive of open porches, breezeways and garages shall be not less than:

Lots 1 - 19
Dwelling Type

Minimum Size

One story above grade
Story and a half above grade
Two story above grade

3,000 square feet
3,200 square feet
3,400 square feet

Lots 20-21, 44-45
Dwelling Type

Minimum Size

One story above grade
Story and a half above grade
Two story above grade

2,500 square feet
2,700 square feet
2,900 square feet

Lots 22, 38-43
Dwelling Type

Minimum Size

One story above grade
Story and a half above grade
Two story above grade

2,000 square feet
2,200 square feet
2,400 square feet

5. Exterior Design. All dwellings shall have a roof pitch of not less than 7/12 on the main roof. Deviations may be considered if deemed appropriate by the relevant Determining Body. Seventy-five percent (75%) of the front of each structure must be constructed with the use of stone, brick or stucco (EIFS). The remaining twenty-five percent (25%) of the front of the structure shall be natural cedar, cement board or high quality vinyl siding such as cedar impressions. The Determining Body may consider deviations to this covenant where the lot owner can demonstrate that the enforcement of such a covenant would not be inconsistent with the particular architectural style of the proposed home i.e. "period" homes.

All dwellings shall have an attached garage. All garages shall be not less than a two car but not greater than a four car garage. Garage doors shall not face the street without prior written approval of the Determining Body.

6. Grade. No structure, lawn, or culvert shall be constructed or installed until proper grades for each have been set, in accordance with the approved drainage plan for Hackberry Hills, by a licensed land surveyor in the State of Wisconsin, the cost of which shall be borne by the lot owner.

7. Drainage. No lot owner shall block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to back-up onto the lot of another property owner or so as to restrict the use or enjoyment of any other lot by any other lot owner. Each lot owner, as a part of the post home construction finish grading/landscaping, is responsible to bring their lot into specific compliance with the approved Subdivision drainage plan.

8. Pre-Construction Maintenance. After purchase of any lot, the owner of said purchased lot is required to perform all necessary lawn moving and maintenance/upkeep of the

lot in accordance with lawn maintenance policies of HHL adopted from time to time. NO trash, waste, brush, weeds, or long grass is permitted.

9. Construction Site Maintenance. At all times during construction, the site shall be maintained, to the relevant Determining Body's reasonable satisfaction, in a neat and orderly manner. Construction debris shall be contained all times in some manner as will prevent such material from blowing onto neighboring properties and/or streets.

10. Fill. The relevant Determining Body reserves the right to direct the disposition of any fill, including excess excavation material which is to be removed from any lot, at the lot owner's expense. However, such disposition if directed by the Determining Body shall be within a one-mile radius of the lot from which it is being removed. If the Determining Body does not require specific disposition of any excess fill, the lot owner shall be responsible to locate a site for such disposition and pay all costs associated therewith.

11. Completion of Home. Construction of all Homes shall be completed on the outside before occupancy and the inside shall be completed within 12 months of visible commencement of work. Lawns and other landscaping shall be completed within one year of occupancy.

12. Driveways. Within one year of completing their dwelling all owners shall have installed a paved driveway of stable and permanent construction. Culvert ends are to be finished in stone, pavers, or other landscaping that is aesthetically pleasing and harmonious with the neighborhood.

13. Used Buildings. No used buildings shall be moved on to any lot.

14. Accessory Structures, Outbuildings and Fences. No exterior accessory structure, including but not limited to swing sets, hot tubs, kennels, sports courts and similar structures, except basketball hoops and poles, shall be permitted forward of the rear line of the residence or situated within 30 feet of property lines. All accessory structures must have prior approval of the appropriate Determining Body. One outbuilding and its location on the site must be approved by the Determining Body, provided the architectural design of it is compatible with style of the home, it constructed of materials similar to the main home and that it is pleasing and harmonious with the neighborhood. No metal, wooden or vegetative fences separating lot lines will be permitted.

15. Other Structures. No structures of a temporary nature, nor trailers, tents, shacks, barns or similar structures shall be permitted on any lot either temporarily or permanently. No structure other than a completed residence shall be occupied. Recreational vehicles, snowmobiles, boats, trailers, mini-bikes, fishing shanties, etc., must be stored inside buildings.

16. Signs and Antennae. One sign of not more than 6 square feet in area advertising the property for sale or rent, maintained, or by a builder to advertise the property during the construction and sales period, shall be permitted except that HHL, as developer, may utilize signs of any size and quantity for advertising properties in said Subdivision for sale; and, satellite dishes less than 20" in diameter, are permissible, however no exterior television antenna or radio

transmitting device shall be erected, placed or maintained on any lot or home located in the Subdivision.

17. Division of Lots. No one lot shall be re-subdivided and not more than one residence shall be placed, erected or constructed upon any lot. Exceptions to re-subdividing, subject to approval of the relevant Determining Body, will be permitted in such instances where three lots are being combined to create only two lots that are both larger than any of the original three lots.

18. Unlicensed Vehicles and Salvage Materials. No unlicensed vehicles or junkyards or storage area for cars or other salvage materials of any nature shall be permitted on any lot or combination of lots within the Subdivision.

19. Commercial Businesses. Except as may be permitted by local zoning regulations and as authorized by HHL no commercial business shall be allowed or conducted at any time from any lot or combination of lots within the Subdivision.

20. Trash, Brush and Vegetative Debris. All trash and waste shall be kept in sanitary containers. No sanitary container is to be put outside of any dwelling sooner than the day before regularly scheduled pick-up. All brush and vegetative debris must be removed within one week.

21. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an unreasonable annoyance or nuisance to other lot owners or occupants of dwellings in the Subdivision.

22. Zoning, Health, and Other Laws and Regulations. All zoning, health and other laws, ordinances and regulations promulgated by governmental agencies having jurisdiction over the Subdivision, shall be strictly observed and complied with.

23. Swimming Pools. Swimming pools and structures ancillary to them must be approved by the appropriate Determining Body. The initial water source for the primary filling of such pools shall be from an outside source and not from any well within the subdivision.

24. Landscaping and Yard Lighting. All landscaping plans must be professionally prepared and submitted to the appropriate Determining Body for approval. All finished homes shall maintain a minimum "manicured" landscape area within 30 feet of either side of the home, from any side of the house that is adjacent to the roadway and 100 feet from the rear of the house. The balance of the site may be landscaped in a "natural" fashion provided the entire site is maintained as to not foster noxious weeds or unsightly overgrowth. Each home is required to provide at least one front yard light, the design of which shall be approved with building plans.

25. Trees, Berms and Fences. No trees, berms or fences, planted, transplanted, or constructed for the benefit of the Subdivision by HHL shall be moved, cut down or otherwise disturbed without the prior consent of the relevant Determining Body. Because diseased trees or other vegetation is unwarranted, it shall be the responsibility of each lot owner to remove and replace any dead or diseased tree or other vegetation on his or her lot within one season after such tree or other vegetation dies or becomes diseased. All replacement trees or other vegetation shall be of like kind.

26. Animals. No animals, except as customary household pets, shall be kept, bred, or raised on any lot in this Subdivision. Pets shall not be allowed to roam either freely or on a leash upon other owner's properties. Pet noises shall be curtailed to avoid unreasonable annoyance of neighboring property owners.

27. Variation. Variations in any of these covenants may be permitted by HHL or the Association where it is reasonably satisfied that such variations will be pleasing and generally in keeping with adjacent properties and not be a detriment to the Subdivision as a whole.

28. Enforcement. If any lot owner(s) or person(s) in possession of any lot or dwelling on any lot within the Subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot or owning or occupying any dwelling on any lot in the Subdivision to prosecute and/or commence proceedings at law or in equity against the person/s violating or attempting to violate any such covenant, either to prevent such person/s from doing so or to recover damages for such violation or to restrain the violation.

29. Property Owners' Association. Every lot owner to which these covenants apply shall be a Member of the Hackberry Hills Property Association, Ltd. and shall participate in the operation of the Association in accordance with the Bylaws of the Association. So long as HHL owns at least one lot in the Subdivision, HHL shall have the right to appoint the majority of the members on the Board of Directors of the Association. The Board of Directors of the Association, Ltd. is empowered pursuant to Article VI of the Bylaws of said Association, to fix and collect assessments to provide for the operation, care, maintenance and upkeep of all areas for which the Association is responsible. In its exercise of authority under Article VI of said Bylaws, the Board of Directors has the power and duty to collect interest at the rate of one and one half percent (1.5%) per month on overdue assessments, and to suspend voting rights of an Association Member during any period in which such Member is in default in the payment of said assessment. The Board of Directors may vary the amount of annual assessments by not more than 15% from the immediately preceding year without membership approval, and by more than 15% only when so authorized by a majority vote of Member owners. Association By-Laws now existing and hereafter amended are incorporated herein by reference.

30. Term. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in the office of the Register of Deeds for Outagamie County.

31. Invalidity of any Covenants. Should any one of these covenants for any reason be declared invalid, such declaration shall not affect the validity of the remaining covenants, which remaining covenants shall remain in full force and effect as if these covenants had been executed with the invalid portion thereof eliminated.

32. Benefit. These Restrictions shall be binding upon and inure to the benefit of HHL, all subsequent owners, or any other persons with an interest, by ownership, lease or otherwise, in any property in the Subdivision, their heirs, personal representatives, successors and assigns.

33. Shared Wells. Shared wells shall be allowed in accordance with state regulations. All wells, whether shares or not, must be minimum of 10 feet from lot line dividing two parcels.

D. CREATION AND ORGANIZATION OF HACKBERRY HILLS HOMEOWNERS ASSOCIATION

1. Creation. The Owner (Hackberry Hills, Ltd.) has created Hackberry Hills Homeowners' Association, Inc. (the "Association") as a nonprofit and nonstock corporation. The Owner shall convey fee simple title of Outlot 1, unencumbered by any lien, to the Association. The Association may adopt By-laws expanding upon, but not inconsistent with, the provisions of these subsections B and C.

2. Purpose of the Association.

- a. To own, maintain, improve, police, preserve, protect and use Outlot 1 consistent with subsection B of this document.
- b. To maintain any other detention or retention ponds and drainage ways that may be constructed on private property for the benefit of the Hackberry Hills Plat.
- c. To maintain fencing that may be constructed along Grandview Road, entrance monuments and landscaping, or any other landscaping that may be located within road right-of-ways.
- d. To aid and cooperate with the members of the Association and property owners in the Hackberry Hills Plat in the enforcement of these restrictions.
- e. To undertake those actions necessary to promote the general welfare of the lot owners of the Hackberry Hills Plat with regard to Outlot 1, including, but not limited to, payment of taxes, special assessments and expenses related to these Outlots.
- f. To assess and collect funds from members to cover Association expenses, taxes, special assessments, and to enforce the Articles and By-laws of the Association, and all provisions in these Covenants.
- g. Until such that time 75% of the intended number of lots are sold, or upon a unanimous vote by the Board of Directors, the business of this Association shall be restricted to its stated purpose.

3. Collection of Unpaid Taxes/Special Assessments Upon Outlots. In the event that the Association fails to pay any real estate, property taxes, and/or municipal special assessments upon Outlot 1, either the Town of Ellington or Outagamie County shall have the right to assess an equal one forty-fifth (1/45) share of such unpaid taxes/special assessments against each of Lots 1 through 17 in Hackberry Hills and Lots 18 through 45 in First Addition to Hackberry Hills.

4. Mandatory Membership. The Association shall have only one class of members. Every beneficial owner (fee simple ownership as distinguished from a security holder) of Lots 1 through 45 or any other number of lots ultimately included in the Hackberry Hills Plat, shall be a member. Membership shall terminate on such member's ceasing to be the beneficial owner of a lot.

5. Voting Rights. Each member in good standing shall be entitled to vote on each matter submitted for a vote to the members. A member shall have one vote for each lot owned. Where two or more individuals own a lot, only one vote for such lot shall be allowed and the joint owners shall designate and register with the Secretary of the Association, the name of the owner entitled to cast such single vote.

6. Assignment of Rights. An owner who is a member of the Association may assign his or her membership rights to any tenant residing on the lot. Such assignment shall be effected by filing with the secretary of the Association a written notice of assignment signed by the beneficial owner.

7. Annual Meeting. An annual meeting of the members shall be held in January of each year. The time and place shall be fixed by the Board of Directors.

8. Regular and Special Meetings. In addition to the annual meeting, regular and special meetings may be held at a time and place to be determined by the Board of Directors.

9. Notice of Meetings. Written notice stating the date, time and place of any meeting of members shall be delivered personally or by mail to each member not less than 10 days nor more than 60 days before the date of such meeting.

10. Quorum. The members holding a majority of the votes that may be cast at any meeting shall constitute a quorum at any meeting.

D. BOARD OF DIRECTORS

1. General Powers. The affairs of the Association shall be managed by the Board of Directors subject to any instructions of the members or subject to the approval of the members as may be expressed by a majority vote of the members. The Board shall consist of not less than three members of the Association. The Board shall assume management of the Association at the first annual meeting. Prior to such time, the initial three directors including Roger Meads, Jerry Auler, and Stannye Meads shall manage the affairs of the Association as the initial Board of Directors.

2. Terms and Offices. The Board of Directors shall be elected by the members at the annual meeting for a term of one year. The Board of Directors shall elect officers consisting of president, secretary and treasurer. The president shall preside at all meetings. The secretary shall keep the minutes of all meetings of the Association and the Board of Directors. The treasurer shall receive and deposit all Association funds. So long as HHL owns at least one lot in the Subdivision, HHL shall have the right to appoint the majority of the members on the Board of Directors of the Association.

3. Vacancies. Vacancies because of death, resignation, disqualification or otherwise may be filled out by appointment of the Board until the next annual meeting.

E. FEES AND ASSESSMENTS

1. Determination of Annual and Special Assessments.

- a. The Association, by its Board of Directors, shall establish an annual budget in advance for each calendar year of all corporation expenses for such year which may be required for the proper operation and management of the corporation and for the ownership, maintenance, improvement, policing and/or preservation of real estate in which the Association's members shall have common rights of usage and enjoyment. The annual budget shall be in a minimum amount equal to 125% of the total of the net real estate property tax bills for Outlot 1 for the immediately preceding year, plus a reasonable amount established by the Board of Directors for carrying out the other maintenance responsibilities of the Association as set forth in these Covenants. Review, discussion and approval of such annual budget shall be an agenda item at each annual members meeting of the Association. Copies of such budget shall be delivered to each member along with the notice of annual meeting, if not before.
- b. Special assessments, other than those described in subparagraph (a) above, may be made by the Association pursuant to section 779.70, Wis. Stats.

2. Allocation of Assessments. Unless otherwise provided under section 779.70, Wis. Stats., all assessments levied shall be equal in amount against each lot. Assessments shall be due and payable at any time after thirty (30) days from the date of the levy as determined by the Board of Directors.

3. Collection of and Interest Upon Unpaid Assessment. Any assessment, or installment thereof, not paid when due shall bear interest, at the rate of twelve percent (12%) per annum from the date when due until paid. Each lot owner shall be personally liable to pay any assessment including interest thereon and costs of collection, which shall include reasonable attorneys' fees. The Association may bring an action against the lot owner for the collection of any unpaid assessment.

4. Assessments Constitute Liens. All assessments, until paid, together with interest thereon and actual costs of collection, constitute a lien on the lots on which they are assessed, if a claim for lien is filed within six (6) months from the date of the levy in conformity with the provisions of section 779.70, Wis. Stats.

5. Enforcement of Lien. Enforcement of such lien by the Association shall be in conformity with the provisions of section 779.70, Wis. Stats.

6. Assignment of Fees and Assessments. In the event any member, whose fees and assessments are paid in full, shall, during the year in which such fees and assessments are paid, terminate his or her membership by the sale of his or her lot, he or she shall be entitled to assign to the buyer the benefit of the paid fees and assessment.

F. GENERAL PROVISIONS

1. Relation to Public Regulations. Where the provisions in this document impose greater restrictions than any statute, ordinance, or rule, the provisions of this document shall prevail. Where the provisions of any statute, ordinance or rule impose greater restrictions than this document, the provisions of the statute, ordinance, or rule shall prevail.

2. Severability. Invalidation of any one of the provisions of this document by judgment or order of a court of competent jurisdiction shall not affect any other provision, which shall remain in full force and effect.

3. Enforcement. These restrictions shall run with the land and be binding upon the Owner, its successors and assigns. All future transfers of any lots shall be made subject to the restrictions, obligations, and conditions set forth in this document. It is understood that the acceptance of a deed for any lot by any purchaser is to be considered as an agreement to abide by the restrictions, obligations and conditions of this document. The Association or any lot owner may enforce the provisions of this document by proceedings in law or equity against any person violating or attempting to violate the provisions of this document, either to restrain violation or to recover damages, or both. The Town of Ellington may enforce the provisions of section A of this document.

4. Amendment. These covenants may be amended, waived, or removed by the execution and recordation in the office of the Register of Deeds for Outagamie County, Wisconsin, of an instrument executed by not less than two-thirds (2/3) of the lot owners, provided that so long as HHL is the owner of any lot or property affected by these covenants, or amendment thereto, no such amendment, waiver or removal will be effective without HHL's prior written consent, in recordable form. Further, so long as HHL shall own any property in the Subdivision, HHL, by itself alone, shall be entitled to amend, waive, or remove any one or more of said covenants.

G. PROTECTIVE COVENANTS

1. All terms and conditions in this document shall constitute permanent protective covenants running with the land which shall be binding and enforceable on all present and future owners of property in the plat for Hackberry Hills and First Addition to Hackberry Hills, which is legally described on **Exhibit B** attached hereto and incorporated herein by reference.

2. This document shall be binding on all present and future owners of any one or more lots legally described on **Exhibit B** and **Exhibit C** attached hereto and the respective heirs, successors, and assigns as long as they are beneficial owners.

3. This document is also made for the benefit of Hackberry Hills, Ltd. and shall be binding upon and for the benefit of the successors and assigns of Hackberry Hills, Ltd.

IN WITNESS WHEREOF, Roger W. Meads, President of Hackberry Hills Ltd. has signed and sealed this instrument this 25th day of February, 2011.

HACKBERRY HILLS, LTD.

BY: _____
Roger W. Meads, President

STATE OF WISCONSIN)
)
OUTAGAMIE COUNTY)

Personally came before me this 25th day of February, the above named Roger W. Meads, President, of the above named Corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President and acknowledged that he executed the foregoing instrument as such officer as the deed of said Corporation.

Notary Public
State of Wisconsin
My commission expires _____

Return to:

Charles D. Koehler
Herrling Clark Law Firm Ltd.
800 North Lynndale Drive
Appleton, WI 54914

Drafted by:
Roger W. Meads, DVM
W8498 Grand View Road
Hortonville, WI 54944