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Pioneer Lake Assoc.

# PIONEER LAKE HOMEOWNERS ASSOCIATION, INC.

## BY - LAWS

Originally approved on 10-8-2004  
Adopted but not signed on 12-10-2005  
Superseded by these by-laws signed on March 17, 2006

FILED  
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*Carol Hinens*  
DODGE COUNTY  
REGISTER OF DEEDS  
COMPARE INDEX FEE \$ *88.00*

The following By-Laws are the sole by-laws which apply to lots and homes contained within Pioneer Lake Subdivision, North Bend, NE.  
Previous versions of the by-laws are null and void.



*88.00*

**PIONEER LAKE HOMEOWNERS ASSOCIATION, INC.**

**LEGAL DESCRIPTION**

**PHASE ONE** is described as Lots 1 thru 26 of Pioneer Lake Subdivision, North Bend, Nebraska; as platted and located in the SW1/4, Section 7, T17N, R6E and the NE1/4, SE1/4, Section 12, T17N, R5E, Dodge County, Nebraska;

and

**PHASE TWO** is described as Lots 27 thru 45, Inclusive; and a Road named North Shore Drive; and OUTLOT "B" of Pioneer Lake, North Bend, Nebraska; as platted and located in Part of Section 7, T17N, R6E and Part of Section 12, T17N, R5E, Dodge County, Nebraska;

and

**TAX LOTS** described as Tax Lots 52, 78, 79, 80 and 81, located in Pioneer Lake Subdivision; Tax Lot 85 located in N1/2, SW1/4, of Section 7, T17N, R6E; and part of Tax Lot 94 located in SW1/4, of Section 7, T17N, R6E, all of which are located in Dodge County, Nebraska;

## ARTICLE I.

### OFFICES

The principal office of the Corporation in the State of Nebraska shall be located in the City of North Bend, County of Dodge. The Corporation may have such other offices, either within or outside of the State of Nebraska, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

The registered office of the Corporation required by the Nebraska Non-Profit Corporation Act to be maintained in the State of Nebraska may be, but need not be identical with the principal office in the State of Nebraska, and the address of the registered office may be changed from time to time by the Board of Directors.

## ARTICLE II.

### MEMBERS

**Section 1. Annual Meeting.** The annual meeting of the members shall be held on the second Saturday in the month of December in each year, beginning with the year 2005, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

**Section 2. Special Meetings.** Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than fifty percent (50%) of all the outstanding memberships of the Corporation entitled to vote at the meeting.

**Section 3. Place of Meetings.** The Board of Directors may designate any place, either within or outside of the State of Nebraska as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. A waiver of notice signed by all members entitled to vote at a meeting may designate any place, either within or outside of the State of Nebraska as the place for holding of such meeting. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Corporation.

**Section 4. Notice of Meeting.** Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than thirty (30) days before the date of the meeting, either personally or by mail, or computer e-mail, by or at the direction of the President, or the Secretary, or the Officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid.

**Section 5. Membership in Association.** Every Owner of a Lot shall be a Member of the Association; membership shall be appurtenant to and may not be separated from Ownership of a Lot. The Association shall have one class of voting members which shall be all owners and each Member shall be entitled to one vote for each Lot owned. In the event multiple lots are owned by the same Owner and a single residence is constructed on the lots they will be considered multiple members of the Association and they will have a vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons may be members, but the one vote for such Lot shall be exercised as they may determine between or among themselves. In the event where a Corporation owns a Lot, membership shall be limited to one Member of the Corporation.

**Section 6. Voting Lists.** The officer or agent having charge of the membership transfer book for the Corporation shall make, at least ten (10) days before each meeting of members, a complete list of the members entitled to vote at such meeting, or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the Corporation and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. The original membership transfer book shall be prima facie evidence as to which members are entitled to examine such list or transfer book or to vote at any meeting of members.

**Section 7. Quorum.** A majority of the membership of the corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of its members. If less than a majority of the members are represented at a meeting, a majority of the members so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The members present at a duly organized special meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

**Section 8. Proxies.** At all meetings of members, a member may vote by proxy executed in writing by the member or by his representative. Such proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. The proxy shall be valid for eleven (11) months unless a longer period is expressly provided in the appointment form. An appointment of a proxy shall be revocable by the member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest.

**Section 9. Voting Rights.** Subject to the provisions of Article II, Section 11, each outstanding membership entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of members.

**Section 10. Voting of Memberships by Certain Holders.** Membership standing in the name of another Corporation may be voted by such officer, agent, or proxy as the By-Laws of such Corporation may prescribe, or, in the absence of such provision, as the Board of Directors of such Corporation may determine.

**Section 11. Cumulative Voting.** At each election of Directors every member entitled to vote shall have the right to vote one (1) vote, in person or by proxy, for the number of memberships owned by him/her for as many persons as there are Directors to be elected and for whose election he/she has a right to vote, or to cumulate his/her votes by giving one candidate as many votes as the number of such Directors multiplied by the number of his/her memberships shall equal, or by distributing such votes on the same principle among any number of candidates. Example (1) membership x 5 directors = 5 votes for 1 director) or (1, 1, 1, 1, 1 for each member) or (2, 1, 2 for 3 members) etc., for a total of five (5) votes.

**Section 12. Informal Action by Members.** Any action required to be taken at a meeting of the members, or any other action which may be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to such subject matter. Such consent shall have the same force and effect as a unanimous vote of members, and may be stated as such in any Articles or document filed with the Nebraska Secretary of State.

### ARTICLE III.

#### BOARD OF DIRECTORS

**Section 1. General Powers.** The business and affairs of the Corporation shall be managed by its Board of Directors.

**Section 2. Number.** The number of Directors shall be not less than three and no more than six members.

**Section 3. Election and Term of Office.** Directors shall be elected at each annual meeting of the members and shall hold office for one year, provided, nothing contained herein shall in any way bar the re-election of incumbent Directors. In the event of a vacancy in the membership of the Board, the remaining members of the Board shall have the power, by majority vote, to select a member of the association to serve the unexpired term of the vacancy. An annual meeting of the Board of Directors shall be held immediately after the annual membership meeting.

**Section 4. Qualifications.** No Director need be a member or a resident of Nebraska.

**Section 5. Regular Meetings.** The Board of Directors may provide, by resolution, the time and place, either within or outside of the State of Nebraska, for the holding of additional regular meetings without other notice than such resolution.

**Section 6. Special Meetings.** Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or outside of the State of Nebraska, as the place for holding such special meeting of the Board of Directors called by them.

**Section 7. Notice.** Notice of any special meeting shall be given at least two days previously thereto by written notice delivered personally or mailed or computer e-mailed to each Director at his registered address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

**Section 8. Quorum.** A majority of the number of Directors fixed by Article III, Section 2 shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than such majority is present at a meeting, a majority of the Directors present may adjourn the meeting without further notice.

**Section 9. Manner of Acting.** The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

**Section 10. Vacancies.** Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors at a meeting of a quorum of the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office. Any directorship to be filled by reason of an increase in the number of directors shall be filled by election at an annual meeting or at a special meeting of members called for that purpose.

**Section 11. Compensation.** By resolution of the Board of Directors, the directors may be reimbursed their out-of-pocket expenses incurred on behalf of the association, if any, at each meeting of the Board of Directors. No such limitation on payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

**Section 12. Presumption of Assent.** A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his/her dissent shall be entered in the minutes of the meeting or unless he/she shall file his/her written dissent to such action with the person acting as the Secretary before the adjournment of the meeting.

**Section 13. Presiding Officer.** The Board of Directors may elect a Chairman from among its members, who shall preside at a particular or all of its meetings.

**Section 14. Dispensing With Meetings.** Whenever the vote of the Board of Directors at a meeting thereof is required to be taken in connection with any corporate action, the meeting of Directors may be dispensed with and the corporate action may be carried forward if each Director consents in writing to a written vote on the action without a meeting of Directors, if prior to such action a written consent is signed by all members of the Board of Directors, and such written consent is filed in the corporate minute book.

**Section 6. Executive Session.** The Board of Directors may from time to time make a motion to go into Closed Session to discuss personnel issues, other items of interest, and to prevent needless injury to the reputation of any individual involved. After the discussion the person presiding over the meeting shall call for the reconvening of the meeting. Minutes of the meeting shall not be taken during the adjournment.

## ARTICLE IV.

### OFFICERS

**Section 1. Number.** The officers of the Corporation shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, and a Treasurer, each of which shall be elected by the Board of Directors. Executive committees and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

**Section 2. Election and Term of Office.** The officers of the corporation to be elected by the Board of Directors shall be elected annually at the first meeting of the Board of Directors held after each annual meeting of the Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be, but in no case later than thirty days after such annual meeting.

**Section 3. Removal.** Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

**Section 4. Vacancies.** A vacancy in an office because of death, resignation, removal, disqualification, or otherwise, shall be filled by the Board of Directors for the unexpired portion of the term.

**Section 5. President.** The President shall be the principal Executive Officer of the Corporation and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Corporation. He/she shall, when present, preside at all meetings of the members and of the Board of Directors. He/she may sign, with the Secretary or any other proper Officer of the Corporation thereunto authorized by the Board of Directors, any deeds, mortgages, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

**Section 6. The Vice-President.** In the absence of the President or in the event of his/her death, inability, or refusal to act, the Vice-President (or in the event there be

more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall also perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

**Section 7. The Secretary.** The Secretary shall: (a) keep the minutes of the Members' and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Member which shall be furnished to the Secretary by such Member; (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

**Section 8. The Treasurer.** If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/she shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) receive and give receipts for amounts due and payable to the Corporation from all sources, and deposit all such amounts in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in accordance with provisions of Article V. of these By-Laws; and (c) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

## ARTICLE V.

### CONTRACTS, LOANS, CHECKS, AND DEPOSITS

**Section 1. Contracts.** The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

**Section 2. Loans.** No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. Loans may not exceed the fair market value of the assets of the Corporation.

**Section 3. Checks, Drafts, Etc.** All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such Officer or officers of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 4. Deposits.** All funds of the corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.



## ARTICLE VI.

### PURPOSE

The purpose of this Association is to carry out and enforce the Pioneer Lake Restrictive Covenants dated March 11, 2006 (which supersedes the July 15, 1992, Restrictive Covenants and updated May 1, 2004, Restrictive Covenants), all filed in the records of Dodge County, Nebraska; for the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots constituting such subdivision; to provide for the improvement of the general social welfare, health, pleasure, recreation, safety and aesthetic interests; and to maintain the lake, roadways and common areas.

## ARTICLE VII.

### ASSESSMENTS

**Section 1. Personal Obligation for Assessments.** Each Lot owner is deemed to covenant by acceptance of such Owner's deed for such Lot, whether or not it is expressed in the deed, to pay the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as provided below. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a lien on each lot against which it is made until paid. Such amounts shall be the personal obligation of the person or persons who own the Lot at the time the assessment became due. Fines and penalties assessed for violations of Covenants and By-Laws which are not paid shall be a lien on the lot until paid. Multiple Lot owners with a single residence shall be assessed based on the number of lots owned.

**Section 2. Purposes of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to carry out and promote the purposes set forth in Article VI, above. The amount of the annual assessments shall be voted upon and determined at the annual meeting of the members and Directors. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from the annual assessments, the following:

- a. Maintain and repair the lake, roadways and common areas.
- b. Necessary utility services for the common areas.
- c. Acquisition of or leasing of maintenance equipment for the lake, roadways and common areas as may be determined by the Association, including without limitation, all equipment and personnel necessary for grading, rocking, snow removal, mowing, or other related activities.
- d. Liability insurance insuring the Association and Directors against any and all liability arising out of the occupation or use of the lake, roadways and common areas. The policy limits shall be set by the Association and shall be

reviewed at least annually and increased or decreased at the discretion of the members.

- e. Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments that the Association is required to pay which shall be appropriate in the opinion of the Board of Directors for the operation and enforcement of the Covenants and these By-Laws.

**Section 3. Special Assessment for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of any construction, repair, or replacement of a capital improvement on the common areas, roadways, or lake. Any such assessment must be approved at an annual or special meeting of the members of the Association.

**Section 4. Notice.** Written notice of any special meeting called for the purpose of taking action authorized by Article VII shall be sent to all members as provided herein.

**Section 5. Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots.

**Section 6. Nonpayment of Assessments.** Any assessment not paid within sixty (60) days after the due date shall be deemed in default and shall accrue interest at the rate of sixteen percent (16%) per annum. No owner(s) may waive or escape liability for the assessments provided herein by nonuse or limited use of the common areas, lake or roadways.

## ARTICLE VIII.

### OWNERSHIP/USE OF COMMON AREAS AND LAKE

**Section 1. Ownership of Lake, Common Areas and Roadways.**

Don Rogert and Lois A. Rogert, and Pioneer L.L.C., a Nebraska Limited Liability Company, the record title holders of that part of Pioneer Lake Subdivision not previously conveyed to lot owners, will convey to the Association the lake area, common areas, roadways and easements described on the attached Exhibits. The Association will hold title to the lake, common areas, roadways and easements for the use and benefit of all members of the Association. In some instances, the easements are located on lots owned by members and are reserved for the perpetual rights of ingress and egress for all lot owners. As set forth in the Dedication Plat of Pioneer Lake dated May 19, 1992, the perpetual easements for ingress and egress run with the land. This Conveyance is subject to the rights/responsibilities to maintain and recognize the twelve foot (12) easement for utility purposes at the locations shown. The Association will pay all real estate taxes on these areas.

**Section 2. Riparian Rights.** Most lots are adjacent to the lake located in Pioneer Lake Subdivision. Lots not adjacent to the lake will have the same access rights to the lake as other lot owners. However they will not have the right to construct docks or lifts in

the lake. Any riparian rights or rights to the lake are expressly reserved in the Association. The use of the lake is a privilege which all Lot owners shall be entitled only by maintaining membership in good standing in the Association. No rights to the use of the lake or other properties of the Association shall be transferred by conveyance of any lot except nothing contained herein shall prohibit any lot owner's right of ingress and egress over the roadways to his/her lot.

**Section 3. Owner's Privilege of Enjoyment.** Every owner of a lot shall have a right and privilege of enjoyment in and to the lake, common areas and roadways, subject to the following rights of the Association:

- a. The right to suspend the use of the common areas, including the lake, and voting rights of any Owner for the period during which assessments against a lot remain unpaid after the designated due date. The right, after review by the Board of Directors, to suspend such use for a period not to exceed 120 days for an infraction of published rules, regulations, and Covenants. The suspension shall be binding on the member, his family, guests, and invitees.

Whereas members are responsible for the actions of their family, guests, and invitees, suspension may result from their inappropriate actions as well.

- b. The right to dedicate part of the common areas to a municipality for such purposes as may be agreed to by the members.
- c. The right of the Association to borrow money for the purpose of improving the common areas, lake, and roadways.

**Section 4. Delegation of Use.** Subject to certain limitations imposed by these By-Laws and the Restrictive Covenants, each owner may delegate such owner's use and enjoyment in and to the common areas, lake, and roadways to the member's family, guests and invitees.

**Section 5. Right of Entry.** The Association, through its authorized representative, shall have the right, without approval of the owner and after reasonable notice to the owner, to enter any Lot at reasonable hours to perform such maintenance as may be authorized in these By-Laws.

## ARTICLE IX.

### GENERAL PROVISIONS

**Section 1. Enforcement.** The Association shall have the right to enforce all restrictions, conditions, covenants, and liens now and hereafter imposed by these By-Laws. Failure to enforce shall not be deemed a waiver of the right to later enforcement.

**Section 2. Penalties and Fines.** Violations of the Restrictive Covenants and By-Laws may result in the Board taking action. If fines or penalties are assessed against an

owner, failure to observe those penalties and the payment of those fines will be handled as described in Article VII, Section I, and as set forth in the Restrictive Covenants.

**Section 3. Severability.** Invalidation of any of the Covenants or Restrictions contained in these By-Laws shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 4. Limitation of Liability.** The Association, its Board of Directors and Officers shall not be personally liable for any loss or damage occasioned by any action or inaction done on behalf of the Association in accordance with its intended purposes as set forth herein and in the above referenced Restrictive Covenants.

**Section 5. Governing Law.** These By-Laws shall be governed and enforced in accordance with the Laws of the State of Nebraska.

**Section 6. Attorney Fees.** If the Association hires an attorney to enforce any of the foregoing provisions because of a breach by an owner, then all costs incurred in the enforcement, including attorney fees, shall be paid by the owner in breach and the Association shall have a lien on his/her lot for such amount.

**Section 7. Additional Properties.** It is agreed that in the event Don Rogert and Lois A. Rogert and/or Pioneer L.L.C., a Nebraska Limited Liability Company, the record title holders of property adjacent to Phase 1 and Phase 2 of Pioneer Lake Subdivision, develops additional lakefront property (Phase 3), such lots will hold membership in the Association when the Final Plat is filed. In such event the lake, common areas, roadways and easements for access to and around such lots will come under the control of the Association when transferred to the Association by the Rogerts or Pioneer L.L.C.

**Section 8. Easements and Exhibits.** Attached hereto and made parts hereof are Easements and Exhibits affecting and describing the property of Pioneer Lake Subdivision and the Association.

## ARTICLE X.

### FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

## ARTICLE XI.

### WAIVER OF NOTICE

Whenever any notice is required to be given to any Member or Director of the Corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the Nebraska Non-Profit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether

before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XII.

AMENDMENTS

These By-Laws may be altered, amended, or repealed and new By-Laws may be adopted by an affirmative vote of a majority of the members at any annual or special meeting of the members called for such purposes; except that Article II, Section 5 and Article VII, Section 1 (regarding multiple lot ownership) and Article IX, Section 6 may not be amended, altered or repealed.

CERTIFICATE OF BY-LAWS

The undersigned, being the President and Secretary of Pioneer Lake Homeowners Association, Inc., do hereby certify that the foregoing are the By-Laws adopted by the Board of Directors at their meeting on March 11, 2006.

Approved by the Board of Directors on March 11, 2006.

Dennis P. Jannone  
President  
Karen Lux  
Secretary

STATE OF NEBRASKA        )  
  ) ss  
COUNTY OF DODGE        )

Dated this 17 day of March, 2006

Before me, a notary public qualified for the said county, personally came Dennis Yannone and Karen Lux, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be their voluntary act and deed.

Witness my hand and notary seal on March 17, 2006

Beverly A. Brei  
Notary Public

