

RESTATED
PROTECTIVE COVENANTS

The undersigned, owners of the premises described as:

All lots in MANOR HEIGHTS, excluding Lot 39 therefrom,
located in the 14th Ward, City of Oshkosh, Winnebago
County, Wisconsin

do hereby make, amend and restate the Protective Covenants which proscribe the limitations, restrictions, and uses to which the lots described above may be put, thereby specifying that said declaration shall constitute covenants to run with the described premises, and shall be binding upon all parties and all persons claiming title of the described premises as successor in interest to the undersigned owner, and for the benefit of and limitations upon all future owners of lots 1 - 38 and 40 - 42 of said Plat of MANOR HEIGHTS, in the 14th Ward, City of Oshkosh, Winnebago County, Wisconsin, this declaration of restrictions being designed for the purpose of keeping said premises desirable, uniform and suitable as herein specified.

1. Use. The property shall be used only for single-family residential purposes, with the exception of Lot 17, which shall be used for commercial purposes, and Lot 10, which may be used for commercial parking purposes.

2. Dwelling Size. The ground floor area of the single-family dwellings, exclusive of one-story open porches and garages shall not be less than the following:

A. For Lots 1 through 7:

a. Two story -- 1,500 sq. ft.
(3,000 sq. ft. in total)

b. One story -- 2,200 sq. ft.

c. Tri-level or Bi-level -- 2,000 sq. ft.
(The ground floor or lower levels)

B. For Lots 8, 11, 12, 13, 20 through 25, 30 through 35, and 40 through 42:

a. Two story -- 1,000 sq. ft.
(2,000 sq. ft. in total)

b. One story -- 1,800 sq. ft.

c. Tri-level or Bi-level -- 1,500 sq. ft.
(The ground floor or lower levels)

C. For Lots 10, 14 through 19, 26 through 29, and

36 through 38:

- a. Two story -- 900 sq. ft.
(1,800 sq. ft. in total)
- b. One story -- 1,400 sq. ft.
- c. Tri-level or Bi-level -- 1,200 sq. ft.
(The ground floor or lower levels)

3. Garages. All single-family residences shall have not less than a two-car garage attached at the time of initial construction. There shall be no detached garages.

4. Building Location. The minimum building setback line, measured from the street right of way, shall be:

A. 35 foot setback for:

- a. Lots 1 through 7, and Lots 38, 40, 41 and 42 from Old Orchard Lane.
- b. Lots 8, 9 and 10 from Waukau Avenue.

B. 30 foot setback for:

- a. Lots 8, 11, 12, 13, 22, 23 and 32 through 37 from Old Orchard Lane.

C. 25 foot setback for:

- a. Lot 7 from Waukau Avenue.
- b. Lots 13 through 16 and Lots 18 through 22 from Victoria Court.
- c. Lots 23 through 32 from Castle Court.

D. 42 foot setback for:

- a. Lots 16, 17, 18, 27, 28, 37 and 38 from U.S. Highway 45.

5. Underground Utilities. All electric, telephone, and cable T.V. to the residential structure shall be laid underground.

6. Building Completion.

- A. All Dwellings must be completed within one (1) year after commencement of construction.
- B. The exterior of the dwelling shall conform to

the Architectural Plans and Specifications as approved by the Architectural Control Committee.

C. There shall be at least four (4) shade trees on each lot. If any of the four (4) required trees die, they must be replaced.

D. For Lots 1 through 7, and only these lots, construction must begin within one (1) year after completion of the purchase of the property.

7. Excess Excavation Dirt. All excess dirt from any excavation, or otherwise, shall be deposited on Lots in the subdivision designated by the Architectural Control Committee, at no expense to the subdivision developers. Any additional fill or topsoil needed by a Purchaser of any lot shall be the responsibility of said Purchaser and shall not be provided by the developer.

8. Architectural Control Committee. That during a period of fifteen (15) years from the date of recording the Protective Covenants, no structure shall be erected, placed, or altered on any lot until the construction plans and specifications, and the plan showing the location of the structure have been approved by the Architectural Control Committee.

A. Membership. The Architectural Control Committee is composed of Ruth Kersztyn, Peter Kersztyn, William R. Murphy and Thomas Shepeck, Winnebago County, Wisconsin. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

B. No construction shall be initiated on the premises until the construction plans have been approved by the Architectural Control Committee.

C. At least ten (10) days prior to commencement of construction of any structure on any lot, one (1) copy of the plans, specifications, and plat plan showing the proposed location of the building shall be submitted to the Architectural Control Committee. The Committee approval or disapproval shall be in writing and signed by at least two (2) members of the Committee. The Committee shall retain one (1) copy of all approved plans and specifications until construction of the dwelling is completed.

9. Temporary Dwellings. No person shall live in any basement or part of the dwelling unless the exterior of the dwelling above ground has been completed in accordance with

the plans and specifications for the dwelling. No structure of a temporary character, tent, garage or other outbuilding shall be used as a residence either temporarily or permanently. No boat, motor home, travel or any type of trailer shall be parked on any lot.

10. Livestock or Poultry. No animals shall be raised, bred or kept on the premises except dogs, cats or other household pets, which are not kept, bred or maintained for any commercial purpose. The maximum number of pets shall be governed by the City Ordinance of the City of Oshkosh.

11. Outside Storage. No junk cars, vehicles or outside storage of materials shall be permitted on any of said lots.

12. Nuisances. No noxious or offensive activity shall be carried upon said property, nor shall anything which may be or may become an annoyance or nuisance to the neighborhood.

13. Signs. No signs of any kind shall be displayed to public view, except:

A. Signs used by builders to advertise property during construction.

B. Signs of developers for sale of vacant lots, and

C. One (1) sign of not more than eight (8) sq. ft. may be used to advertise the lot and building improvement for sale.

14. Easements. The easements for the installation and maintenance of utilities are reserved as shown on the Plat; said easements are also reserved for the installation and maintenance of underground cable T.V. Easements for drainage facilities are reserved over all areas shown on the Plat as easements for Public Utilities. Within these easements no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

The easements area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for improvements for which a public authority or utility company is responsible. The storm drainage and grading plan for said plat heretofore approved pursuant to

Section 30-39 (h) of the Oshkosh Municipal Code is on file in the office of the City Engineer for the City of Oshkosh, Wisconsin, and all owners shall comply with the same.

The Architectural Control Committee shall have the right, at any time, to determine the directions of the drainage flowage and require the lot owner to grade same accordingly at the expense of the lot owner, providing such determination does not conflict with drainage and grading plan on file with the City of Oshkosh.

15. Equipment or Apparatus. No mechanical or electrical equipment or apparatus may be installed, operated or stored upon any lot of the described premises which is larger than three (3) feet in height or three (3) feet in width, including television satellite dish units, and solar panel units, without the written authorization of the Architectural Control Committee.

16. Exterior of Buildings. The exterior of all buildings with natural wood shall be stained within one (1) year of construction. There shall be no natural weathering of siding on the exterior of any building.

17. Fences, Hedges and Swimming Pools. For Lots 1 through 7:

A. Between the dwelling and Lake Winnebago, there shall be no fences, hedges, or swimming pools erected between Lake Winnebago and a line that runs parallel with, and 45 feet West of the Meander line of Lots 1 through 5, and continues North across Lots 6 and 7, to a Point on the North line of Lot 7, located 258 feet East of the West lot line of Lot 7.

B. Between the dwelling units and the subject restriction line referred to in sub-paragraph A, above, there shall be no fences or hedges erected without approval of the Architectural Control Committee.

C. Between the dwelling units and the subject restriction line referred to in sub-paragraph A, above, swimming pools shall be allowed if installed in such a manner that the security fence required around such a pool, or guard rail around an above ground pool, shall not exceed a height of five (5) feet above the ordinary lot grade. Such security fence or guard rail shall be of open design, allowing clear visibility through such.

18. Docks and Boathouses. No boathouses are allowed. Any dock, pier or similar structure shall be subject to Architectural Control Committee Approval. No shelter, roof or any other structure shall be erected on, or

adjacent to any dock or pier.

19. Number of Buildings. No building shall be located on a lot except a single-family residential dwelling with an attached garage. Other structures, including, but not limited to storage buildings, tool sheds, work and/or hobby shops, play houses, shelters, cabanas, etc., are not allowed without prior Architectural Control Committee approval.

20. Maintenance.

A. Each owner of a lot in the described premises shall maintain the same in a proper manner and shall not allow any debris or offensive objects to be located thereon, and shall maintain all trees, shrubs, lawns, fences, sidewalks, and driveways on the described premises in a suitable manner.

B. Owners of Lots 7, 8, 10, 11, 12, 14, 15, 16, 17, 18, 27, 28, 37 and 38 must maintain earth berms, plantings, and permanent subdivision entry plantings and markers, located on their respective, individual lots, in the same manner as exists at the time of lot purchase, or as completed within one (1) year of recording of these covenants.

21. Existing Dwellings. Lot 28 presently has a structure on it that is less than these Covenants require. The dwelling size requirement for this lot shall not apply unless the existing structure is destroyed or removed from the lot, in which event said lot shall be bound by these Protective Covenants. Lot 39 is not included in these Covenants.

22. Access Restriction. No owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with U.S. Highway "45" or Fond du Lac Road, as shown on the plat, except Lot 17.

23. Enforcement. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages. Invalidation of any of these Covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

24. Terms. These Covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for

745862 $\frac{14}{11}$

737628 ✓
File 2-76 ✓

Register's Office
Winnebago County, Wis.
Received for record
this 13th Day of

June
A.D. 1921 at
2:48 o'clock PM

Marjorie Lakeland
REGISTER OF DEEDS

1/10/13

Aug
18

RESTATED
PROTECTIVE COVENANTS

The undersigned, owners of the premises described as:

All lots in MANOR HEIGHT'S SUBDIVISION, excluding Lot 39 therefrom, located in the 14th Ward, City of Oshkosh, Winnebago County, Wisconsin

do hereby make, amend and restate the Protective Covenants which proscribe the limitations, restrictions, and uses to which the lots described above may be put, thereby specifying that said declaration shall constitute covenants to run with the described premises, and shall be binding upon all parties and all persons claiming title of the described premises as successor in interest to the undersigned owner, and for the benefit of and limitations upon all future owners of lots 1 - 38 and 40 - 42 of said Plat of MANOR HEIGHTS, in the 14th Ward, City of Oshkosh, Winnebago County, Wisconsin, this declaration of restrictions being designed for the purpose of keeping said premises desirable, uniform and suitable as herein specified.

1. Use. The property shall be used only for single-family residential purposes, with the exception of Lot 17, which shall be used for commercial purposes, and Lot 10, which may be used for commercial parking purposes.

2. Dwelling Size. The ground floor area of the single-family dwellings, exclusive of one-story open porches and garages shall not be less than the following:

A. For Lots 1 through 7:

- a. Two story -- 1,500 sq. ft.
(3,000 sq. ft. in total)
- b. One story -- 2,200 sq. ft.
- c. Tri-level or Bi-level -- 2,000 sq. ft.
(Two ground floor or lower levels)

B. For Lots 8, 11, 12, 13, 20 through 25, 30 through 35, and 40 through 42:

- a. Two story -- 1,000 sq. ft.
(2,000 sq. ft. in total)
- b. One story -- 800 sq. ft.
- c. Tri-level or Bi-level -- 1,500 sq. ft.
(Two ground floor or lower levels)

C. For Lots 10, 14 through 19, 26 through 29, and

36 through 38:

a. Two story -- 900 sq. ft.
(1,800 sq. ft. in total)

b. One story -- 1,400 sq. ft.

c. Tri-level or Bi-level -- 1,200 sq. ft.
(Two ground floor or lower levels)

3. Garages. All single-family residences shall have not less than a two-car garage attached at the time of initial construction. There shall be no detached garages.

4. Building Location. The minimum building setback line, measured from the street right of way, shall be:

A. 35 foot setback for:

a. Lots 1 through 7, and Lots 38, 40, 41 and 42 from Old Orchard Lane.

b. Lots 8, 9 and 10 from Waukau Avenue.

B. 30 foot setback for:

a. Lots 8, 11, 12, 13, 22, 23 and 32 through 37 from Old Orchard Lane.

C. 25 foot setback for:

a. Lot 7 from Waukau Avenue.

b. Lots 13 through 16 and Lots 18 through 22 from Victoria Court.

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5. Underground Utilities. All electric, telephone, and cable T.V. to the residential structure shall be laid underground.

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A. All Dwellings must be completed within one (1) year after commencement of construction.

B. The exterior of the dwelling shall conform to

the Architectural Plans and Specifications as approved by the Architectural Control Committee.

C. There shall be at least four (4) shade trees on each lot. If any of the four (4) required trees die, they must be replaced.

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7. Excess Excavation Dirt. All excess dirt from any excavation, or otherwise, shall be deposited on Lots in the subdivision designated by the Architectural Control Committee, at no expense to the subdivision developers. Any additional fill or topsoil needed by a Purchaser of any lot shall be the responsibility of said Purchaser and shall not be provided by the developer.

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B. No construction shall be initiated on the premises until the construction plans have been approved by the Architectural Control Committee.

C. At least ten (10) days prior to commencement of construction of any structure on any lot, one (1) copy of the plans, specifications, and plat plan showing the proposed location of the building shall be submitted to the Architectural Control Committee. The Committee approval or disapproval shall be in writing and signed by at least two (2) members of the Committee. The Committee shall retain one (1) copy of all approved plans and specifications until construction of the dwelling is completed.

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B. Between the dwelling units and the subject restriction line referred to in sub-paragraph A, above, there shall be no fences or hedges erected without approval of the Architectural Control Committee.

C. Between the dwelling units and the subject restriction line referred to in sub-paragraph A, above, swimming pools shall be allowed if installed in such a manner that the security fence required around such a pool, or guard rail around an above ground pool, shall not exceed a height of five (5) feet above the ordinary lot grade. Such security fence or guard rail shall be of open design, allowing clear visibility through such.

18. Docks and Boathouses. No boathouses are allowed. Any dock, pier or similar structure shall be subject to Architectural Control Committee Approval. No shelter, roof or any other structure shall be erected on, or

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A. Each owner of a lot in the described premises shall maintain the same in a proper manner and shall not allow any debris or offensive objects to be located thereon, and shall maintain all trees, shrubs, lawns, fences, sidewalks, and driveways on the described premises in a suitable manner.

B. Owners of Lots 7, 8, 10, 11, 12, 14, 15, 16, 17, 18, 27, 28, 37 and 38 must maintain earth berms, plantings, and permanent subdivision entry plantings and markers, located on their respective, individual lots, in the same manner as exists at the time of lot purchase, or as completed within one (1) year of recording of these covenants.

21. Existing Dwellings. Lot 28 presently has a structure on it that is less than these Covenants require. The dwelling size requirement for this lot shall not apply unless the existing structure is destroyed or removed from the lot, in which event said lot shall be bound by these Protective Covenants. Lot 39 is not included in these Covenants.

22. Access Restriction. No owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with U.S. Highway "45" or Fond du Lac Road, as shown on the plat, except Lot 17.

23. Enforcement. Enforcement shall be proceeding at law or in equity against any person or persons violating or attempting to violate any Covenant either to restrain violation or to recover damages. Invalidation of any of these Covenants by Judgment or Court Order shall in no way affect any of the other provisions which shall remain in full force and effect.

24. Terms. These Covenants are to run with the land and shall be binding on all parties and on all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for

successive period of ten (10) years; provided, however, at any time these Protective Covenants may be amended by a majority of the owners of the lots agreeing to such amendment of said Covenants, in whole or in part.

25. Restated Protective Covenants. These amended and restated Protective Covenants supersede and take the place of the original Protective Covenants for MANOR HEIGHT'S SUBDIVISION dated February 1, 1990.

Dated this 17th day of March, 1990.

Peter W. Kerszyn
PETER W. KERSZTYN

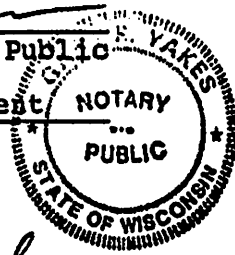
Ruth A. Kerszyn
RUTH A. KERSZTYN

Michael J. Steinert
MICHAEL J. STEINERT

STATE OF WISCONSIN)
) ss:
WINNEBAGO COUNTY)

Personally appeared before me this 15th day of March, 1990, the above-named PETER W. KERSZTYN and RUTH A. KERSZTYN, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

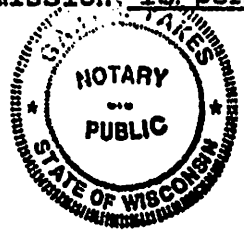
Gary R. Yakes
GARY R. YAKES Notary Public
State of Wisconsin
My Commission is permanent



STATE OF WISCONSIN)
) ss:
WINNEBAGO COUNTY)

Personally appeared before me this 17th day of March, 1990, the above-named MICHAEL J. STEINERT, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Gary R. Yakes
GARY R. YAKES Notary Public
State of Wisconsin
My Commission is permanent



This instrument drafted by:
Gary R. Yakes
Oshkosh, Wisc. 54901

00000000

740250

737628
file 2-76

Register's Office
Winnebago County, Wis.

Received for record
this 26th day of

March

A.D. 19 90 at
9:48 o'clock AM

W. J. ...
REGISTER OF DEEDS

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P
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by
18⁰⁰



8 1 0 1 3 7 6

Tx:4070876

1640783

**First Amendment to the Restated Protective
Covenants of Manor Heights**

Document Number

Lots 1-38 and 40-42 of said Plat of MANOR HEIGHTS, in the 14th Ward, City of
Oshkosh, Winnebago County, Wisconsin.

**REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON**

06/21/2013 11:32 AM

**JULIE PAGEL
REGISTER OF DEEDS**

RECORDING FEE 30.00

Name and Return Address

**Schwab Legal Group, LLC
429 Algoma Boulevard
Oshkosh, WI 54901**

**Drafted By: Kelly J. Schwab, Attorney
Schwab Legal Group, LLC**

**FIRST AMENDMENT TO THE RESTATED PROTECTIVE COVENANTS
OF
MANOR HEIGHTS**

THIS FIRST AMENDMENT to Restated Protective Covenants of **MANOR HEIGHTS**, is made this 13th of June, 2013, by the undersigned as the owners of the majority of the lots in **MANOR HEIGHTS**, located in the 14th Ward, City of Oshkosh, Winnebago County, Wisconsin.

The Restated Protective Covenants were recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on the 26th day of March, 1990 as Document No. 740250, amended by the Restated Protective Covenants recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on the 13th day of June, 1990 as Document No. 745862 and amended by the Restated Protective Covenants that were recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on the 15th day of September, 1992 as Document No 810103 (the "Covenants"). The Covenants subjected the following real estate to such restrictions contained therein: Lots 1-38 and 40-42 of said Plat of **MANOR HEIGHTS**, in the 14th Ward, City of Oshkosh, Winnebago County, Wisconsin.

The Covenants allowed for its amendment by an affirmative vote of the majority of the owners of the lots agreeing to such amendment of said Covenants, in whole or in part.

The owners are executing this First Amendment to Restated Protective Covenants (the "First Amendment") for the purpose amending the Covenants Paragraph 2 (B) and Paragraph 2 (C) to read as follows:

Paragraph 2 (B) shall be amended to read:

For Lots 8, 11, 12, 13, 20 through 24, 30 through 34, and 40 through 42:

- a. Two story – 1,000 sq. ft. (2,000 sq. ft. in total)
- b. One story – 1,800 sq. ft
- c. Tri-level or Bi-level – 1,500 sq. ft (the ground floor or lower levels)

Paragraph 2 (C) shall be amended to read:

For Lots 10, 14 through 20, 26 through 29, and 35 through 38:

- a. Two story – 900 sq. ft. (1,800 sq. ft. in total)
- b. One story – 1,400 sq. ft
- c. Tri-level or Bi-level – 1,200 sq. ft. (The ground floor or lower levels)

AMENDMENT

NOW, THEREFORE, the undersigned unit owners hereby amend the Covenants as follows:

1. Paragraph 2 (B) shall be amended to read:

For Lots 8, 11, 12, 13, 20 through 24, 30 through 34, and 40 through 42:

- d. Two story – 1,000 sq. ft. (2,000 sq. ft. in total)
- e. One story – 1,800 sq. ft.
- f. Tri-level or Bi-level – 1,500 sq. ft. (the ground floor or lower levels)

2. Paragraph 2 (C) shall be amended to read:

For Lots 10, 14 through 20, 26 through 29, and 35 through 38:

- d. Two story – 900 sq. ft. (1,800 sq. ft. in total)
- e. One story – 1,400 sq. ft.
- f. Tri-level or Bi-level – 1,200 sq. ft. (The ground floor or lower levels)

3. All provisions of the Covenants not expressly modified by the First Amendment shall remain in full force and effect.

4. Any provision of the Covenants inconsistent with the intent of the First Amendment is hereby amended so as to be consistent with the First Amendment.

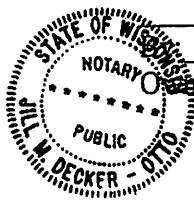
[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

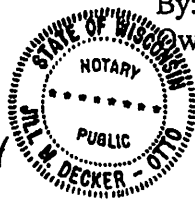
As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 30 day of June, 2012
Will M. Decker-Otto
Will M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014.



Rodney Ditschlagel
Rodney DITSCHLAGEL
Owner of Lot No.: 3

Subscribed and sworn to before me this 30 day of June, 2012
Will M. Decker-Otto
Will M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



Patti Ditschlagel
By: PATTI Ditschlagel
owner of Lot No.: 3

CONSENT OF MORTGAGE HOLDER OF LOT NO:

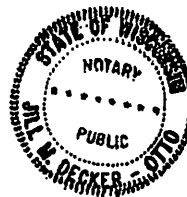
By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this 30 day of June, 2012.
Will M. Decker-Otto
Will M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014.

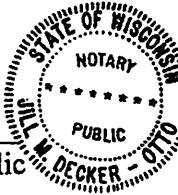


IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

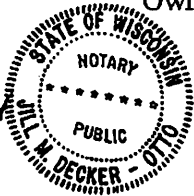
As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 30 day of June, 2012
Will M. Decker-Otto
Will M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: [Signature]
Mark H. Lasby
Owner of Lot No.: 4

Subscribed and sworn to before me this 30 day of June, 2012
Will M. Decker-Otto
Will M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: [Signature]
3190 Old Orchard Ln
Owner of Lot No.: 4

CONSENT OF MORTGAGE HOLDER OF LOT NO:

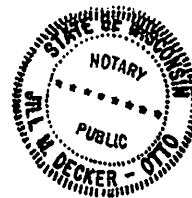
By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this 30 day of June, 2012.
Will M. Decker-Otto
Will M. Decker-Otto Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014

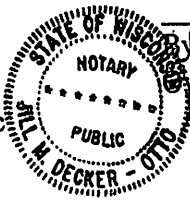


IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

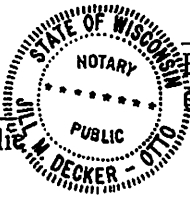
As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 30 day of June, 2012
Will m. Decker-Otto
Will m. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014.



Dilip K. Tannan
By: DILIP K. TANNAN
Owner of Lot No.: 6

Subscribed and sworn to before me this 30 day of June, 2012
Will m. Decker-Otto
Will m. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014.



Ritu Tannan
By: RITU TANNAN
Owner of Lot No.: 6

CONSENT OF MORTGAGE HOLDER OF LOT NO:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)
_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

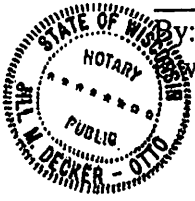
Subscribed and sworn to before me this 30 day of June, 2012
Will M. Decker-Otto
Will M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014

Nikunj S. Ringwala
By: NIKUNJ S. RINGWALA
Owner of Lot No.: 7



Subscribed and sworn to before me this 30 day of June, 2012
Will M. Decker-Otto
Will M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014

Kirti Ringwala
By: KIRTI RINGWALA
Owner of Lot No.: 7



CONSENT OF MORTGAGE HOLDER OF LOT NO:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

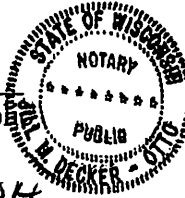
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 30 day of June, 2012

Will M. Decker - Otto
Will M. Decker - Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



Gloria J. Wachholz
By: Gloria Wachholz
Owner of Lot No.: SP

Subscribed and sworn to before me this _____ day of _____, 2012

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____

By: _____
Owner of Lot No.: _____

CONSENT OF MORTGAGE HOLDER OF LOT NO: _____

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

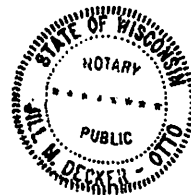
MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this 30 day of June, 2012.

Will M. Decker - Otto
Will M. Decker - Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014

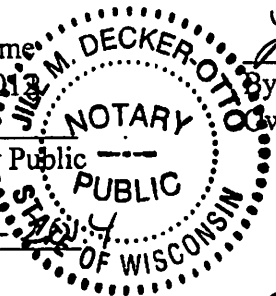


IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

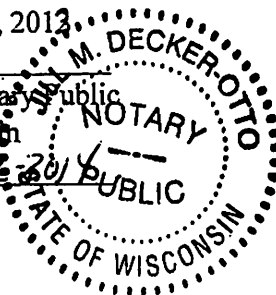
CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 3 day of June, 2012. Jill M. Decker-Otto By: [Signature]
Jill M. Decker-Otto Notary Public Owner of Lot No.: 10
Winnebago County, Wisconsin
My commission expires: 3-2-2014



Subscribed and sworn to before me this 3 day of June, 2012. Jill M. Decker-Otto By: [Signature]
Jill M. Decker-Otto Notary Public Owner of Lot No.: 10
Winnebago County, Wisconsin
My commission expires: 3-2-2014



CONSENT OF MORTGAGE HOLDER OF LOT NO: _____

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)
* _____ (NAME)
_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

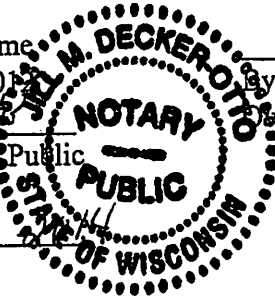
_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 13 day of May, 2012.
Heather J. Retzlaff
 By: Heather Retzlaff
 Owner of Lot No.: 13
Bill M. Decker-Otto
 Notary Public
 Winnebago County, Wisconsin
 My commission expires: 3-2-2014



Subscribed and sworn to before me this 13 day of May, 2012.
_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

By: _____
Owner of Lot No.: _____

CONSENT OF MORTGAGE HOLDER OF LOT NO:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: 13 of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)
* _____ (NAME)
_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.
_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

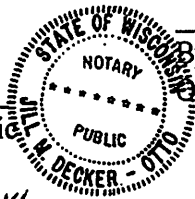
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 30 day of June, 2012

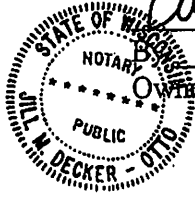
William Decker-Otto
William Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



Steven J. Davis
By Steven J. Davis
Owner of Lot No.: 14

Subscribed and sworn to before me this 30 day of June, 2012

William Decker-Otto
William Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



Ardythe A. Davis
By Ardythe A. Davis
Owner of Lot No.: 14

CONSENT OF MORTGAGE HOLDER OF LOT NO:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

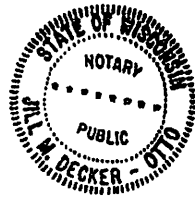
MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this 30 day of June, 2012.

William Decker-Otto
William Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



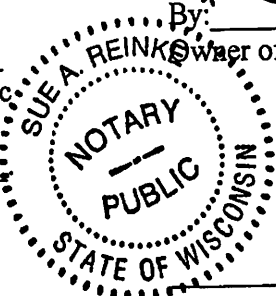
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 17th day of June, 2012

Sue A Renke
Sue A Renke, Notary Public
Winnebago County, Wisconsin
My commission expires: 1/3/16



By: [Signature]
Owner of Lot No.: 17

Subscribed and sworn to before me this _____ day of _____, 2012

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____

By: _____
Owner of Lot No.: _____

CONSENT OF MORTGAGE HOLDER OF LOT NO: _____

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____

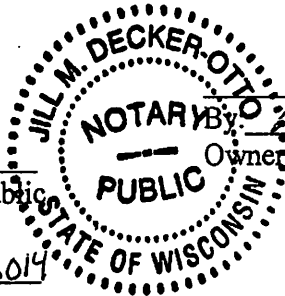
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 13 day of May, 2013

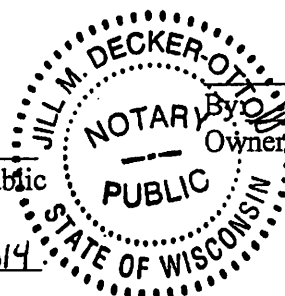
Jill M. Decker-Otto
Jill M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: Bashar Am
Owner of Lot No.: 18

Subscribed and sworn to before me this 13 day of May, 2013

Jill M. Decker-Otto
Jill M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: Shawna K. Am
Owner of Lot No.: 18

CONSENT OF MORTGAGE HOLDER OF LOT NO: _____

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

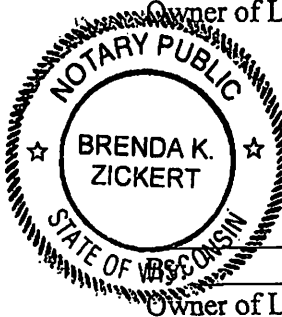
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me
this 13TH day of JUNE, 2013
Brenda K. Zickert
Notary Public
Winnebago County, Wisconsin
My commission expires: 4-20-14.

FOX CITIES CONSTRUCTION CORP
By: Keith Neuber
Owner of Lot No.: 20



Subscribed and sworn to before me
this _____ day of _____, 2012

, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

Owner of Lot No.: _____

CONSENT OF MORTGAGE HOLDER OF LOT NO: _____

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)
_____ (TITLE)

Subscribed and sworn to before me this
_____ day of _____, 2012.

, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

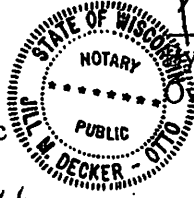
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 30 day of June, 2012

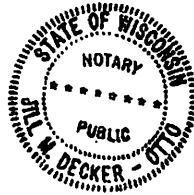
Julie M. Decker - Otto
Julie M. Decker - Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



Patrick J. Fredrick
By: Patrick J. Fredrick
Owner of Lot No.: # 22

Subscribed and sworn to before me this 30 day of June, 2012

Julie M. Decker - Otto
Julie M. Decker - Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



Karen S. Fredrick
By: Karen S. Fredrick
Owner of Lot No.: # 22

CONSENT OF MORTGAGE HOLDER OF LOT NO:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

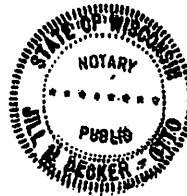
MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this 30 day of June, 2012.

Julie M. Decker - Otto
Julie M. Decker - Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



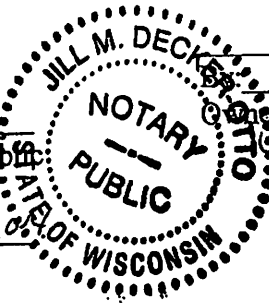
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 3 day of June, 2013

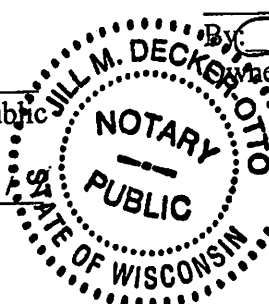
Jill M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: [Signature]
Owner of Lot No.: 23

Subscribed and sworn to before me this 5 day of June, 2013

Jill M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: [Signature]
Owner of Lot No.: 23

CONSENT OF MORTGAGE HOLDER OF LOT NO:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

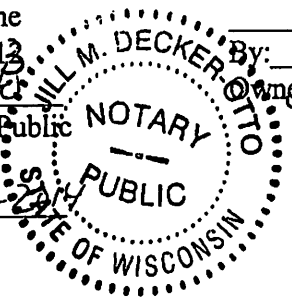
_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

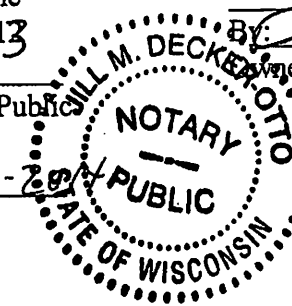
CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 3 day of June, 2013
Will M. Decker Otto By: [Signature]
Will M. Decker Otto, Notary Public Owner of Lot No.: 24
Winnebago County, Wisconsin
My commission expires: 3-2-2014



Subscribed and sworn to before me this 5 day of June, 2013
Will M. Decker Otto By: [Signature]
Will M. Decker Otto, Notary Public Owner of Lot No.: 24
Winnebago County, Wisconsin
My commission expires: 3-2-2014



CONSENT OF MORTGAGE HOLDER OF LOT NO:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)
_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

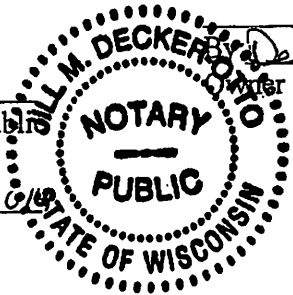
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 13 day of May, 2013

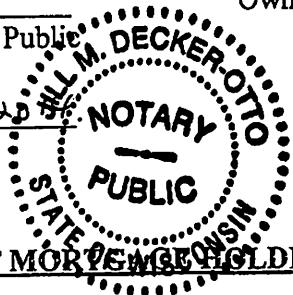
Will M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



Dean Wesenberg
Owner of Lot No.: 25

Subscribed and sworn to before me this 13 day of May, 2013

Will M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: D.M. Wesenberg
Owner of Lot No.: 25

CONSENT OF MORTGAGEE HOLDER OF LOT NO.:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

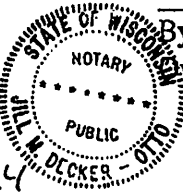
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this Oct. day of 6, 2012

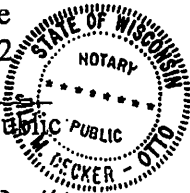
Jill M. Decker-Otto
Jill M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: Adam Orund
Owner of Lot No.: 26

Subscribed and sworn to before me this Oct day of 6, 2012

Jill M. Decker-Otto
Jill M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: Christy Orund
Owner of Lot No.: 26

CONSENT OF MORTGAGE HOLDER OF LOT NO:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

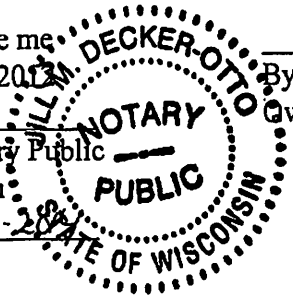
_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

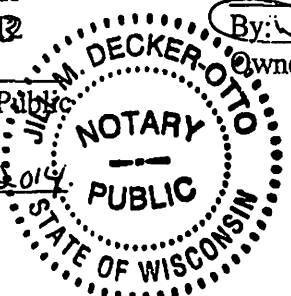
As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me
this 13 day of May, 2012.
Willm. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: [Signature]
Owner of Lot No.: 27

Subscribed and sworn to before me
this 13 day of May, 2012.
Willm. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



By: [Signature]
Owner of Lot No.: 27

CONSENT OF MORTGAGE HOLDER OF LOT NO.:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)
_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.
_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.

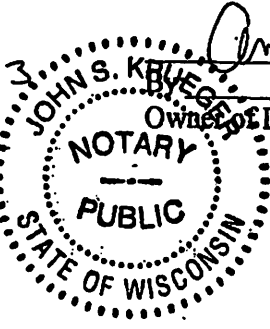
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 10 day of June, ~~2012~~ 2013

In Person Andrew J. Shie
Andrew J. Shie, Notary Public
Winnebago County, Wisconsin
My commission expires: 12-27-15



Andrew J. Shie
Owner of Lot No.: 28 / 6/10/2013

Subscribed and sworn to before me this _____ day of _____, 2012

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____

By: _____
Owner of Lot No.: _____

CONSENT OF MORTGAGE HOLDER OF LOT NO:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

_____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

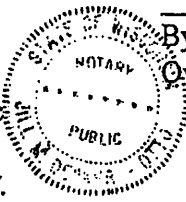
_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

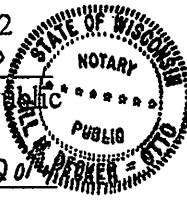
As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me this 6 day of October, 2012
Jeff M. Decker-Otto
Jeff M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



JEFF SCHEITTE
By: Jeffrey Scheitte
Owner of Lot No.: 32

Subscribed and sworn to before me this 6 day of October, 2012
Jeff M. Decker-Otto
Jeff M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014



Lori Scheitte
By: Lori Scheitte
Owner of Lot No.: 32

CONSENT OF MORTGAGE HOLDER OF LOT NO:

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

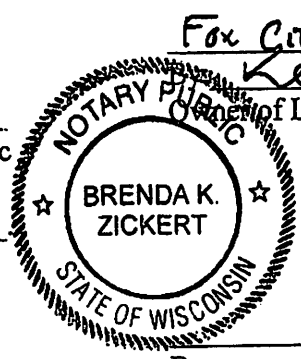
_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me
this 13TH day of JUNE, 2012
Brenda K. Zickert
Brenda K. Zickert, Notary Public
Winnebago County, Wisconsin
My commission expires: 4-20-14



Fox Cities Construction Corp
Keith Decker
Owner of Lot No.: 35

Subscribed and sworn to before me
this _____ day of _____, 2012

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____

By: _____
Owner of Lot No.: _____

CONSENT OF MORTGAGE HOLDER OF LOT NO: _____

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)
* _____ (NAME)
_____ (TITLE)

Subscribed and sworn to before me this
_____ day of _____, 2012.

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date set forth above.

CERTIFICATION

As Lot Owner, I do hereby certify the First Amendment to the Restated Protective Covenants of Manor Heights.

Subscribed and sworn to before me
this 10 day of October, 2012
Bill M. Decker-Otto
Bill M. Decker-Otto Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014.

Paul Schertz
By: _____
Owner of Lot No.: 37

Subscribed and sworn to before me
this 10 day of October, 2012
Bill M. Decker-Otto
Bill M. Decker-Otto, Notary Public
Winnebago County, Wisconsin
My commission expires: 3-2-2014.

Donna Schultz
By: _____
Owner of Lot No.: 37

CONSENT OF MORTGAGE HOLDER OF LOT NO: _____

By execution of the First Amendment of Restated Protective Covenants of Manor Heights, as the holder of the mortgage to Lot No.: _____ of Manor Heights, _____, hereby consents to the above changes.

MORTGAGEE: _____ (NAME)

* _____ (NAME)

_____ (TITLE)

Subscribed and sworn to before me this _____ day of _____, 2012.

_____, Notary Public
Winnebago County, Wisconsin
My commission expires: _____.