

Document Number

SECOND AMENDMENT-AMENDED AND RESTATED
DECLARATION OF COVENANTS
Title of Document

1336577

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escrow

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**SECOND AMENDMENT -
AMENDED AND RESTATED
DECLARATION OF COVENANTS**

RE: Bellhaven Subdivision

Legal Description:

Lots 1-23 and Outlots 1 and 2 of BELLHAVEN PLAT, Lots 24-37 of the FIRST ADDITION TO BELLHAVEN PLAT, Lots 38-66 and Outlot 1 of the SECOND ADDITION TO BELLHAVEN PLAT, and Lots 67-84 of the THIRD ADDITION TO BELLHAVEN PLAT, being part of the Northwest 1/4 of Section 7, T18N, R16E, Town of Algoma, Winnebago County, Wisconsin.

Bellhaven Estates, Ltd., a Wisconsin corporation (the "Declarant") and the undersigned being the owners of at least eighty percent (80%) of all of the lots to be included in the total ultimate development of the Bellhaven Subdivision (currently including Bellhaven Plat, First Addition to Bellhaven Plat, Second Addition to Bellhaven Plat and Third Addition to Bellhaven Plat) and acting pursuant to Section III of the Declaration of Covenants dated March 23, 1994 and recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on March 23, 1994 as Document No. 870709 (the "Declaration") hereby fully amend and restate the Declaration and all prior amendments thereto.

This Amended and Restated Declaration of Covenants shall fully supercede and replace the Declaration as originally filed and all amendments thereto. The Declaration is hereby restated in its entirety as follows:

1. **Residential Use.** Each lot shall be used for the construction of a single family residence and related improvements authorized by this Amended and Restated Declaration of Covenants. No portion of a lot may be used for any business or commercial purpose with the exception of a home office; provided that there is no signage other than the signage authorized hereunder and the office is not used for meetings with clients, customers or other persons for business purposes. This paragraph shall not apply to any outlot or lot used for storm water detention or retention purposes.

2. **Dwelling Size.** The floor area of the living space of the residence totally above the exterior finish grade, exclusive of open porches and garages, shall be not less than:

(a) For a ranch style residence, 1,800 square feet. A ranch style residence with a walk-out basement is permitted, but the floor area of the lower level shall not be counted for the purpose of this restriction.

(b) For a two story residence, a minimum of 2,200 square feet (with a minimum of 1,600 on the first floor;

(c) For a split level residence, a minimum of 2,000 square feet on the first two levels. A split level residence with only one (1) elevation visible from the front or rear shall be oriented so one (1) elevation is visible from the front and two (2) elevations are visible from the rear.

3. **Garages.** The construction of each dwelling shall include not less than a standard two (2) car attached garage. No garage may be more than thirty-six (36) feet in width.

4. **Storage Buildings.** No storage building, attached or unattached shed (temporary, permanent, portable or carport) shall be constructed on any lot.

5. **Exterior of Buildings.** Any natural wood on the exterior of a residence shall be stained with a non-transparent stain or painted within one year of the commencement of the construction of the residence and no natural weathering exterior material, log or log siding shall be installed on any residence. The roof pitch of each residence shall be 6-12 or greater and all chimneys and exterior flues shall be enclosed. The Architectural Control Committee shall review and approve any roof color other than an earth tone color and any roof material other than asphalt or fiberglass shingles. A minimum of twenty percent (20%) of the front of each residence, excluding doors and windows, shall consist of brick, stone or another similar material approved by the Architectural Control Committee.

6. **Fences.** No fence shall be constructed on any lot except a fence around an in-ground pool legally required and approved by the Architectural Control Committee or a fence surrounding an animal yard approved by the Architectural Control Committee.

7. **Location of the Residence and Improvements.** The location of the residence and any other authorized improvements on the lot shall comply with all setback requirements shown on the plat or imposed by applicable ordinances and regulations, unless a variance is received from the Architectural Control Committee and each municipality having zoning jurisdiction over the lot.

8. **Pet Shelters.** All dog kennels or similar pet shelter shall be located within the garage and approved by the Architectural Control Committee. A fenced animal yard connected to the pet shelter may be authorized by the Architectural Control Committee.

9. **Driveways and Approaches.** All driveways shall be surfaced with concrete or asphalt within one (1) year from the commencement of construction of the residence. A concrete or asphalt approach connecting the driveway to the finished street shall be installed within six (6) months after the installation of the finished street.

10. **Basketball or Tennis Courts.** No basketball court or tennis court shall be permitted on any lot. No basketball hoop attached to any structure shall be permitted. A pole mounted or portable basketball hoop adjacent to a driveway shall be permitted.

11. **Antennas, Satellite Dishes and Other Equipment.** No ham radio antennas, radio towers or similar equipment shall be permitted on any of the lots. No satellite television antenna shall be located on any lot if the diameter of the dish is in excess of eighteen (18) inches. No other mechanical or electrical equipment or apparatus which is larger than twenty-four (24) inches in height or eighteen (18) inches in width may be installed, operated or stored on any lot without the prior written authorization of the Architectural Control Committee.
12. **Alternative Energy Devices.** No alternative energy device, such as solar panels or sun collecting devices, windmills or vertical wind turbines shall be allowed on any lot.
13. **Above-Ground Pools/Spas.** No above-ground pools shall be permitted. An outside whirlpool tub or spa on a deck or patio adjacent to the residence may be permitted if approved by the Architectural Control Committee.
14. **Completion of the Residence.** The residence shall be completed in accordance with the plans and specifications approved by the Architectural Control Committee within one (1) year from the commencement of construction. The residence shall be deemed to be completed when an occupancy permit has been issued by the municipality having jurisdiction over the construction of the residence. A copy of the occupancy permit shall be filed with the Architectural Control Committee to evidence compliance with this requirement.
15. **Excess Excavation Dirt.** The Architectural Control Committee shall have the right to elect to have any excess dirt from any excavation deposited on any lot or proposed lot within the subdivision designated by the Architectural Control Committee at no expense to the Architectural Control Committee or the Declarant.
16. **Weed Control.** Prior to the installation of the lawn on the lot, the lot shall be mowed at appropriate intervals a minimum of two (2) times per year. One of the mandatory mowings shall be between June 1st and June 15th and the second mandatory mowing shall be between August 1st and August 15th.
17. **Landscaping.** The landscaping of each lot shall be completed no more than twelve (12) months after the residence on the lot is completed. All greenspace on the lot must be landscaped using standard residential landscaping materials and a conventional grass lawn. No natural areas shall be permitted, except existing wooded areas and other natural areas approved by the Architectural Control Committee. At least five (5) shade trees with a minimum diameter of at least two (2) inches shall be retained on the lot or planted within the time period specified above. At least two (2) of the trees must be located between the residence and the street. Any tree which dies shall be promptly replaced with another tree of at least the minimum size required by this paragraph.
18. **Exterior Maintenance.** The owner of the lot shall maintain the exterior of the residence and all driveways and sidewalks in a good state of repair and shall properly maintain all trees, shrubs and other landscaping. All grass clippings, fallen branches, brush and other yard waste shall be promptly removed from the lot. No yard waste shall be placed on any vacant lot,

outlot or common area. The owner of the lot shall take reasonable precautions to avoid the transmission by surface water run-off of nutrients and pollutants such as pet waste, commercial fertilizers, herbicides, soil sediment and lawn clippings into any wetland or navigable waterway.

19. **Easements.** Easements for the installation and maintenance of drainage facilities, retention areas, utilities and cable television are reserved over the areas designated on the applicable plat and within the setback areas of each lot. Easements for drainage facilities required by Declarant, Town of Algoma, Winnebago County are also reserved over the areas designated on the plat and the setback areas of each lot. The actual location of such easements shall be determined at the time the utilities and/or drainage facilities are installed. No structure, planting or other materials shall be placed or permitted to remain in an easement area which may damage or interfere with the installation and maintenance of any utility, change the direction of flow in any drainage channel or obstruct or retard the flow of water in any drainage channel. The easement 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 each lot shall be approved by the Town of Algoma and all owners shall comply with such plan. The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flow and require the owner(s) to grade any drainage easement on a lot accordingly at the expense of the owner(s); provided such determination does not conflict with the current drainage and grading plan on file with the Town of Algoma.

20. **Underground Utilities.** All gas, electrical, telephone, television and other utility lines or cables serving the subject lots and the improvements located therein shall be laid underground.

21. **Signs.** No signs of any kind shall be displayed to the public view, except: (a) signs used by the developer or its realtor to advertise the sale of lots; (b) signs used by a builder to advertise newly constructed dwellings for sale; or (c) one sign of not more than eight (8) square feet used by the owner of a lot or a realtor to advertise the lot and improvements for rent or sale.

22. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

23. **Burning Restrictions.** No burning garbage or other refuse shall be permitted on any lot, outlot or common area. The owner of a lot may have a recreational fire on the lot in a properly designed fire pit or fire container. The owner of a lot may not have a fire on any outlot, common area or lot not owned by that owner. All authorized burning on a lot shall comply with any regulations or requirements established by the Architectural Control Committee or a municipality having jurisdiction over the lot. The owner of a lot shall be responsible for any damage caused by a fire originating on the lot.

24. Vehicle Restrictions. No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on any of the lots outside of a building longer than seven (7) days. No commercial vehicles other than a pickup truck or standard sized van may be parked on a lot or the adjacent street on a regular basis. The intent of the restriction contained in the previous sentence is to prohibit the presence of cargo vans, box trucks, semi-tractors, dump trucks and other large commercial vehicles whose presence detracts from the residential nature of the subdivision.

25. Outside Storage of Certain Items Prohibited. No construction or similar equipment; mobile home; motor home; camper; removable camper top; trailer; fishing shanty; boat on a trailer; personal water craft on a trailer; snowmobile on a trailer or other item of similar nature shall be permitted on any lot for a period of more than two (2) weeks, unless kept in a garage completely enclosed.

26. Animals. No animals may be kept, raised or permitted on any lot except animals that are bona fide household pets and which are under complete control within the confines of the lot or on a leash and which do not constitute a nuisance or inconvenience to other lot owners. No dogs of the pit bull breed, including dogs partially of the pit bull breed, shall be permitted on any lot. The person responsible for the animal shall collect and properly dispose of all animal waste deposited by the pet, including animal waste deposited on any lot, outlot or common area.

27. Garbage/Recyclables. Garbage which is not recyclable shall be kept in properly covered containers or inside sealed plastic bags. Newspapers, cardboard and other recyclables shall be sorted, stored and disposed of in the manner required by applicable recycling rules and regulations. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to the designated pickup time. All empty garbage cans and recycling containers shall be removed from the curb within twenty-four (24) hours of being emptied.

28. Architectural Control Committee. No structure or substantial improvement of any kind shall be erected, placed or altered on any of the lots until the construction plans and specifications and plot plan showing the location of such improvements have been approved by the Architectural Control Committee as to color, type and quality of materials, quality of workmanship, location, height, grade elevation and harmony of exterior design with the neighborhood, surrounding structures and existing topography.

- (a) Until such time as the plat of the final phase of the subdivision has been accepted, the Architectural Control Committee shall consist of two representatives of the Declarant and one representative of the Property Owner's Association. Following the initial sale by the Developer of all of the Lots in all of the proposed phases of the subdivision, the Architectural Control Committee shall consist of one representative of the Declarant and two representatives of the Property Owner's Association. In the event of the death, resignation or removal of a member of the Architectural Control Committee representing the Declarant, the Declarant shall have full authority to designate the successor. In the event of the death, resignation or removal of a member of the Architectural Control Committee

representing the Property Owner's Association, the Property Owner's Advisory Committee, as currently constituted, shall have full authority to designate the successor. The Architectural Control Committee shall have the right to delegate its authority to committees formed by the Architectural Control Committee or to the Property Owner's Advisory Committee. The Declarant may relinquish its right to representation on the Architectural Control Committee at any time.

- (b) At least ten (10) days prior to commencement of construction of any structure, or other substantial improvement on any lot, one copy of the plans and specifications for the structure or improvement and plot plan showing the proposed location of such structure or improvement shall be submitted to the Architectural Control Committee. The Architectural Control Committee's approval or disapproval shall be in writing in a document which can be recorded and signed by one member of the Architectural Control Committee. In the event that a majority of the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt of same by any member of the Architectural Control Committee, approval shall not be required and this paragraph of these Covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall retain one copy of all approved plans and specifications until construction is completed. The Architectural Control Committee shall have the right to grant a waiver with respect to the requirements of this Amended and Restated Declaration of Covenants for certain types or classes of structures, landscaping or improvements. Any action taken by a majority vote of the Architectural Control Committee shall be considered the act of the Architectural Control Committee.

29. **Property Owner's Association/Maintenance and Upkeep.** The Declarant and/or the owners of the existing lots and the additional lots included by the Declarant in any future phases of Bellhaven Subdivision shall form a Property Owner's Association (the "Association") for the purpose of: (a) owning certain common areas conveyed by the Declarant to the Association, and (b) maintaining the tennis courts, basketball court, walking trail, detention or retention ponds, signage, lighting and other common areas and facilities. The owner of each lot shall automatically be a member of the Association and shall be obligated to abide by such rules and/or regulations as the Association may establish from time to time.

The Association shall be responsible for the maintenance, repair, upkeep and insurance of all common areas and facilities within the Bellhaven Subdivision. In the event the Association defaults in its duty, the Declarant shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association. In the event both the Association and the Declarant default in their duty, the Town of Algoma shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association or to levy a proportionate share of such cost against each lot as a special assessment or charge on the real estate tax bill for such lot.

30. **Property Owner/Association Assessments.** The Association shall have the right to charge an equal share of all reasonable and necessary costs incurred by the Association to the owner(s) of each of the lots included in the Association. The amount of the assessment shall be computed by dividing the cost for which the assessment is being made by the number of platted lots existing at the time of the assessment. The assessments may be made on the basis of costs actually incurred by the Association or annually on the basis of a budget of the estimated costs for the following year. The Declarant, or its successor shall be responsible for the assessment for any lot which is platted, but not sold. The assessment shall apply to all platted lots, whether or not a residence has been constructed on the lot. Notwithstanding anything contained in these Covenants to the contrary, the method of assessment shall not be amended so as to provide that the amount of the assessment on a lot is increased over the amount determined under the foregoing method without the written consent of the owner(s) of all lots receiving an increased assessment.

Any assessment not paid within thirty (30) days of billing shall bear interest at the rate of eighteen percent (18%) per annum, until paid. In the event a member of the Association is in default in the payment of any assessment for a period of more than thirty (30) days, the Association may bring suit to enforce collection of the delinquent assessment and all costs of such proceeding, including reasonable attorney's fees, shall be the responsibility of its member in default.

31. **Term, Amendments, Enforceability and Severability.** These Covenants shall run with the land and shall be binding upon and inure to the benefit of the owners of the lots subject to these Covenants and all persons claiming under them for a period of twenty-five (25) years from the date this Amended and Restated Declaration of Covenants is recorded. Thereafter, these Covenants shall be automatically extended for successive ten (10) year periods, unless otherwise indicated in a written declaration signed by the then owners of a majority of the then existing lots in the Bellhaven Subdivision and recorded in the office of the Winnebago County Register of Deeds. These Covenants may be amended in whole or in part at any time by a document signed by eighty percent (80%) of the owners of all of the existing and proposed lots within the Bellhaven Subdivision and recorded in the Office of the Winnebago County Register of Deeds provided, however, no amendment shall relieve the Association of its obligations under Paragraph 30 or limit the right of the Association to levy assessments pursuant to Paragraph 31. The owner of any of the lots or the Association shall have the right to enforce these Covenants by injunction or other lawful procedure and to recover any damages resulting from a violation thereof. The Association shall also have the right to impose a penalty of not more than fifty dollars (\$50.00) per day for each violation of these Covenants that continues after the owner of the lot has received written notice of the violation and failed to cure the violation within the time specified in the notice. The maximum penalty shall be increased annually by the greater of the percentage increased in the consumer price index or Two Dollars and no/100 Dollars (\$2.00). The invalidation of any portion of these Covenants by judgment or a court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect. The termination of these Covenants shall not result in the termination of, or otherwise affect, any other covenants, easements or restrictions affecting the lots, including those of any other plat of

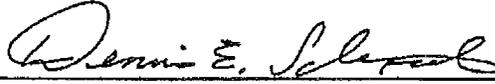
which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on 19th day of November, 2004.

BELLHAVEN ESTATES, LTD.

Lots 42, 44, 45, 46, 47, 48,
49, 50, 51, 52, 53, 54, 55,
63, 67, 69, 70, 71, 72, 73,
74, 75, 76, 77, 78, 79, 80, 81,
82, 83, 84

By: 
Dennis E. Schwab

And the remaining 39 lots of
the future proposed additions
to the total subdivision

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on 19th day of November, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 1 _____

Michael Croninger
Betty Croninger
Michael & Betty Croninger (Print Name)

Lot 2 _____

[Signature] SEE ATTACHED
John & Peggy Conroy (Print Name)

Lot 3 _____

Common Area "off mkt" (Print Name)

Lot 4 _____

[Signature]
Dave & Nora Greene (Print Name)

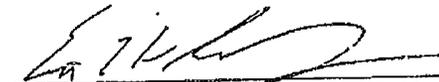
Lot 5 _____

[Signature] SEE ATTACHED
John & Linda Porior (Print Name)

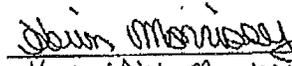
Lot 6 _____

Lee & Janet Krahenbuhl (Print Name)

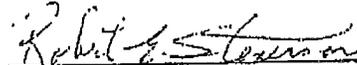
Lot 7


SEE ATTACHED
Scott & Nancy Woodbridge (Print Name)

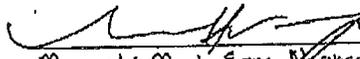
Lot 8


See attached
Kevin & Dixie Morrissey (Print Name)

Lot 9


SEE ATTACHED
Robert & Lorraine Seners (Print Name)

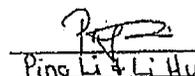
Lot 10


SEE ATTACHED
Manuel & Maria Erna Marusa (Print Name)

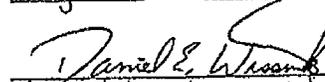
Lot 11

SEE ATTACHED
Dr. Charles & Barb Weenberg (Print Name)

Lot 12


Ping Li SEE ATTACHED
Ping Li & Li Hu (Print Name)

Lot 13


SEE ATTACHED
Daniel & Linda Wissink (Print Name)

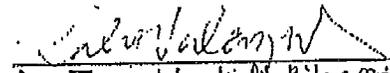
Lot 14

Brian & Kim Wogernese (Print Name)

Lot 15

SEE ATTACHED
Jerry Mathusek (Print Name)

Lot 16


See attached
Dr. Issam & Layli Al-Bitar (Print Name)
Lily Yahyawi - biten zueki

Lot 17

Dr. Mohan & Leela Peter (Print Name)

Lot 18

Michelle Klein
Dr. Fred + Michelle Klein (Print Name)

Lot 19

Jenny Wesner SEE ATTACHED
Andrew + Jenny Wesner (Print Name)

Lot 20

Susan Andrews SEE ATTACHED
James + Susan Andrews (Print Name)

Lot 21

Pawel Galazka SEE ATTACHED
Pawel + Jill Galazka (Print Name)

Lot 22

Scott + Carrie Shechik
Scott + Carrie Shechik (Print Name)

Lot 23

Keith + Marcy Decker SEE ATTACHED
Keith + Marcy Decker (Print Name)

Lot 24

Randy + Julie Lebakken SEE ATTACHED
Randy + Julie Lebakken (Print Name)

Lot 25

Steve + Rosemary Moorhead SEE ATTACHED
Steve + Rosemary Moorhead (Print Name)

Lot 26

Edward + Judy Pollex SEE ATTACHED
Edward + Judy Pollex (Print Name)

Lot 27

Michael + Vicki Walsh SEE ATTACHED
Michael + Vicki Walsh (Print Name)

Lot 28

Dr. Davis Tsai
Dr. Davis Tsai (Print Name)

Lot 29

Larry + Sandy Schroeder (Print Name) SEE ATTACHED

Lot 30

Michael + Yi Kim (Print Name) SEE ATTACHED

Lot 31

~~Keith + Julie Pollnow (Print Name)~~ SEE ATTACHED
Billy + Lisa - Duker

Lot 32

Mark + Kelly Diker (Print Name)
Marilyn + Alan

Lot 33

Marty + Pamela Netzel (Print Name)

Lot 34

Michael + Shari Floyd (Print Name) SEE ATTACHED

Lot 35

See attached " v"
Raul + Sara Garcia (Print Name)

Lot 36

Wayne + Gayle Hawley (Print Name) SEE ATTACHED

Lot 37

John + Sheila Anderson (Print Name) SEE ATTACHED

Lot 38

Howard + Amy Hofmeister (Print Name) SEE ATTACHED

Lot 39

Jessie + Jennifer Yetter (Print Name) SEE ATTACHED

Lot 40

Joe Mellberg (Print Name)

Lot 41

Tim + Kristin Shefchik (Print Name) SEE ATTACHED

Lot 42

(Print Name)

Lot 43

John + Peggy Coniff (Print Name) SEE ATTACHED

Lot 44

(Print Name)

Lot 45

(Print Name)

Lot 46

(Print Name)

Lot 47

(Print Name)

Lot 48

(Print Name)

Lot 49

(Print Name)

Lot 50

(Print Name)

Lot 51

(Print Name)

Lot 52

(Print Name)

Lot 53

(Print Name)

Lot 54

(Print Name)

Lot 55

(Print Name)

Lot 56

Scott A. Olejnik SEE ATTACHED
Scott + Tracy Olejnik (Print Name)

Lot 57

Paul & Jodi Bercus SEE ATTACHED
Paul + Jodi Bercus (Print Name)

Lot 58

Bee Thao SEE ATTACHED
Bee Thao (Print Name)

Lot 59

- SEE ATTACHED
Doug + Margaret Posorske (Print Name)

Lot 60

-
Michael + Carol Hurley (Print Name)

Lot 61

SEE ATTACHED
Steve + Jill Quandt (Print Name)

Lot 62

Ammar & Rizki Alzubi (Print Name)

Lot 63

(Print Name)

Lot 64

Richard Lanzetta & Trina Wolf (Print Name) SEE ATTACHED

Lot 65

John & Mary Rowe (Print Name) SEE ATTACHED

Lot 66

Dr Timothy & Charlene Thompson (Print Name) SEE ATTACHED

Lot 67 THROUGH 84

(Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

By: _____

Lot 2 _____

Peggy Coniff
Peggy Coniff (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

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IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on ____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 5 _____

Linda Parior
Linda Parior (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

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IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 7 _____

Nancy Woldridge
Nancy Woldridge (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

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IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

 Lots _____

By: _____

Lot 8


_____ (Print Name)
Dixie Morrissey

Lot _____

_____ (Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

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IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 9 _____

Lorraine Stenerson
Lorraine Stenerson (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 10

Maria Elena N. Narvosa

Maria Elena Narvosa (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 11 _____

Charles E. Wembrey
Charles E. Wembrey (Print Name)

Lot 11 _____

Barbara E. Wembrey
Barbara E. Wembrey (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

By: _____

Lot 12

Li Hu 11/18/04

Li Hu (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

By: _____

Lot 13

Linda A. Wissink
Linda Wissink (Print Name)

Lot _____

(Print Name)

Lot 7

Scott & Nancy Woodbridge (Print Name)

Lot 8

Kevin & Dixie Morrissey (Print Name)

Lot 9

Robert & Lorraine Seners (Print Name)

Lot 10

Manuel & Maria Erna Marusa (Print Name)

Lot 11

Dr. Charles & Barb Weenberg (Print Name)

Lot 12

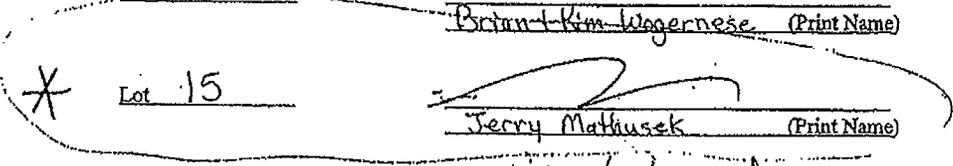
Ping Li & Li Hu (Print Name)

Lot 13

Daniel & Linda Wissink (Print Name)

Lot 14

Brian & Kim Wogernes (Print Name)



*

Lot 15

Jerry Mathusek (Print Name)

Lot 16

Dr. Issam & Leela M. Bitar (Print Name)
Laly Yahyawi-Valenzuela

Lot 17

Dr. Mohan & Leela Peter (Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

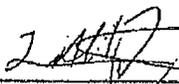
IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 16



Dr. Issam Al-Bitar (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on ____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 19 _____



Andrew Wesner (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

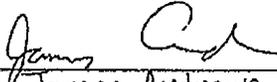
IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 20 _____


_____ (Print Name)
James Andrews

Lot _____

_____ (Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 21 _____

Jill Galazka

Jill Galazka (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 23 _____

Marcy Decker

Marcy Decker (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

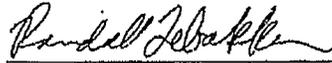
IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on ____ day of _____, 2004.

BELHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 24 _____



Randy Lebakken (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

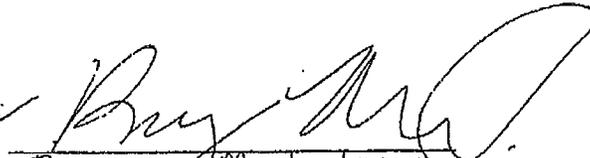
IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 25 _____


Rosemary Moorhead (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on ____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot _____

(Print Name)

Lot 26

Judy Polley

Judy Polley (Print Name)

Lot _____

(Print Name)

Lot _____

(Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

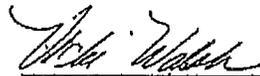
IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on ____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 27


Vicki Walsh (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. **Future Phases.** The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

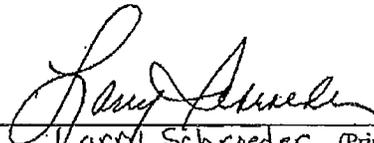
IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

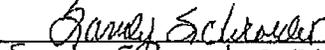
By: _____

Lot 29 _____



Larry Schroeder (Print Name)

Lot 29 _____



Sandy Schroeder (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

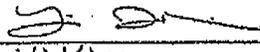
IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 30 _____



Yi Kim (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on 25 day of November, 2004.

BELLHAVEN ESTATES, LTD.

By: _____

Lot 3.1

Julie A. Pollnow
Julie Pollnow (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on ____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 34 _____



Michael Floyd (Print Name)

Lot 34 _____



Shari Floyd (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lot _____

By: _____

Lot 35

Raul Garcia
Raul Garcia (Print Name)

Lot 35

Sarah Jane A. Jenkins Garcia
Sarah Garcia (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 36 _____

Coyle Hawley
Coyle Hawley (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 37



John Anderson (Print Name)

Lot 37



Sheila Anderson (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

By: _____

Lot 38

Howard Hofmeister
Howard Hofmeister (Print Name)

Lot 38

Amy Hofmeister
Amy Hofmeister (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

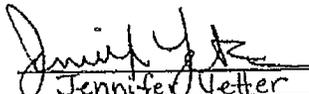
IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 39 _____



Jennifer Yetter (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

By: _____

Lot 41 _____

Kristin Shefchik

Kristin Shefchik (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 43

Peggy Condit
Peggy Condit (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. **Future Phases.** The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 56

Tracy Olejnik
Tracy Olejnik (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants,

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 57 _____

Paul Berens
Paul Berens (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on 19th day of November, 2004.

BELLHAVEN ESTATES, LTD.

Lots

By: _____

Lot 58

Xiong Houa (Thomas) (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

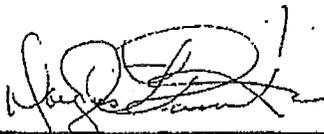
32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on 19th day of November, 2004.

BELLHAVEN ESTATES, LTD.

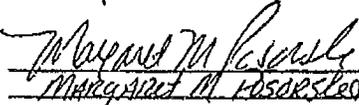
By: _____

Lot 59



Douglas L. Posorske (Print Name)

Lot 59



Margaret M. Posorske (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

Lots _____

By: _____

Lot 61 _____

Steve Quandt

Steve Quandt (Print Name)

Lot 61 _____

Bill Quandt

Bill Quandt (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELHAVEN ESTATES, LTD.

By: _____

Lot 64 _____

Trina Woldt
Trina Woldt (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. **Future Phases.** The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

By: _____

Lot 65

Mary Rowe
Mary Rowe (Print Name)

Lot _____

(Print Name)

which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 30 and 31 shall survive the termination of these Covenants.

32. **Future Phases.** The Declarant agrees to impose similar Covenants on all future lots developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Covenants to be executed on _____ day of _____, 2004.

BELLHAVEN ESTATES, LTD.

By: _____

Lot 66

Timothy G. Thompson

Dr. Timothy Thompson (Print Name)

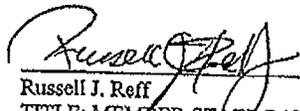
Lot _____

(Print Name)

Lot _____ (Print Name)
Lot _____ (Print Name)
Lot _____ (Print Name)
Lot _____ (Print Name)
Lot _____ (Print Name)
Lot _____ (Print Name)

AUTHENTICATION

Signature(s) of the above-named parties authenticated this 19th day of November, 2004.



Russell J. Reff
TITLE: MEMBER STATE BAR OF WISCONSIN

This document was drafted by:
Russell J. Reff, Attorney at Law
Reff, Baivier, Bermingham & Lim, S.C.

C

AFFIDAVIT OF CORRECTION

DOCUMENT NO. _____ Document Title _____

The Affiant, Russell J. Reff, being first duly sworn on oath deposes and says as follows:

1. He is an attorney licensed to practice law in the State of Wisconsin.
2. He was the drafter of a Second Amendment - Amended and Restated Declaration of Covenants recorded in the office of the Register of Deeds for Winnebago County, Wisconsin, on November 29, 2004 as Document No. 1336577 which covered all three additions to Bellhaven Plat ("Second Amendment").
3. He was subsequently informed that Third Addition to Bellhaven Plat had not been recorded at the time the Second Amendment was recorded.
4. He states that the legal description of the Third Addition to Bellhaven Plat is as follows:

Lots 67 - 84 of the THIRD ADDITION TO BELLHAVEN PLAT, being part of the Northwest 1/4 of Section 7, T18N, R16E, Town of Algoma, Winnebago County, Wisconsin.

1339845
REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON
12/27/2004 02:59PM
SUSAN WINNINGHOFF
REGISTER OF DEEDS
RECORDING FEE 11.00
TRANSFER FEE
OF PAGES 1

RUSSELL J. REFF
P.O. BOX 1190
OSHKOSH, WI 54903-1190

Escrow

Parcel Identification Number

5. He is making this Affidavit for the purpose of adding the legal description for the Third Addition to Bellhaven Plat.

Dated this 23rd day of December, 2004.

Russell J. Reff

Russell J. Reff

Subscribed and sworn to before me
on this 23rd day of December, 2004

Patricia A. Courtney

Patricia A. Courtney
My commission expires 10/23/2005.



This instrument was drafted by: Russell J. Reff, Attorney

This instrument is not a conveyance of real property as per Section 77.21(1) Wisconsin Statutes.

Document Number

**Declaration of Protective Covenants
Fourth Addition to Bellhaven Plat**

1481637

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON

08/28/2008 10:56AM

JULIE PAGEL
REGISTER OF DEEDS

RECORDING FEE 27.00
TRANSFER FEE
OF PAGES 9

Recording Area

Name and Return Address
Attorney Russell J. Helf
P.O. Box 1190
Oshkosh, WI 54903-1190

Parcel Identification Number (PIN)

97

BELLHAVEN ESTATES, LTD.
a Wisconsin corporation

DECLARATION OF
PROTECTIVE COVENANTS

to

THE PUBLIC

FOURTH ADDITION TO
BELLHAVEN FLAT

RE: Lots 85 through 123 (hereinafter referred to individually as a "Lot" and collectively as the "Lots") and Outlot 6, Outlot 7 and Outlot 8 in the FOURTH ADDITION TO BELLHAVEN, in the Town of Algoma, Winnebago County, Wisconsin.

Bellhaven Estates, Ltd., a Wisconsin corporation (hereinafter the "Declarant"), being the owner of the above-described real estate hereby makes the following Declaration of Protective Covenants for the purpose of insuring the orderly and harmonious development of said real estate and imposing certain requirements, restrictions and limitations upon the use and occupancy thereof. The Protective Covenants imposed by this Declaration shall run with the land and be binding upon and inure to the benefit of all future owners of said real estate.

1. **Residential Use.** Each Lot shall be used for the construction of a single family residence and related improvements authorized by this Declaration. No portion of a Lot may be used for any business or commercial purpose with the exception of a home office; provided that there is no signage other than the signage authorized hereunder and the office is not used for meetings with clients, customers or other persons for business purposes. This paragraph shall not apply to any Outlot or Lot used for storm water detention or retention purposes.

2. **Dwelling Size.** The floor area of the living space of the residence totally above the exterior finish grade, exclusive of open porches and garages, shall be not less than:

(a) For a ranch style residence, one thousand eight hundred (1,800) square feet. A ranch style residence with a walk-out basement is permitted, but the floor area of the lower level shall not be counted for the purpose of this restriction.

(b) For a two story residence, a minimum of two thousand two hundred (2,200) square feet (with a minimum of one thousand six hundred (1,600) square feet on the first floor);

(c) For a split level residence, a minimum of two thousand (2,000) square feet on the first two levels. A split level residence with only one (1) elevation visible from the front or rear shall

be oriented so one (1) elevation is visible from the front and two (2) elevations are visible from the rear.

3. Garages. The construction of each dwelling shall include not less than a standard two (2) car attached garage. No garage may be more than thirty-six (36) feet in width.

4. Storage Buildings. No storage building, attached or unattached shed (temporary, permanent, portable or carport) shall be constructed on any Lot.

5. Exterior of Buildings. Any natural wood on the exterior of a residence shall be stained with a non-transparent stain or painted within one year of the commencement of the construction of the residence and no natural weathering exterior material, log or log siding shall be installed on any residence. The roof pitch of each residence shall be 6-12 or greater and all chimneys and exterior flues shall be enclosed. The Architectural Control Committee shall review and approve any roof color other than an earth tone color and any roof material other than asphalt or fiberglass shingles. A minimum of twenty percent (20%) of the front of each residence, excluding doors and windows, shall consist of brick, stone or another similar material approved by the Architectural Control Committee.

6. Fences. No fence shall be constructed on any Lot except a fence around an in-ground pool legally required and approved by the Architectural Control Committee or a fence surrounding an animal yard approved by the Architectural Control Committee.

7. Location of Residence and Improvements. The location of the residence and any other authorized improvements on the Lot shall comply with all setback requirements shown on the plat and imposed by applicable ordinances and regulations, unless a variance is received from the Architectural Control Committee and each municipality having zoning jurisdiction over the Lot.

8. Pet Shelters. All dog kennels or similar pet shelters shall be located within the garage and approved by the Architectural Control Committee. A fenced animal yard connected to the pet shelter may be authorized by the Architectural Control Committee.

9. Driveways and Approaches. All driveways shall be surfaced with concrete or asphalt within one (1) year from the commencement of construction of the residence. A concrete or asphalt approach connecting the driveway to the finished street shall be installed within six (6) months after the installation of the finished street.

10. Basketball or Tennis Courts. No basketball court or tennis court shall be permitted on any Lot. No basketball hoop attached to any structure shall be permitted. A pole mounted or portable basketball hoop adjacent to a driveway shall be permitted.

11. Antennas, Satellite Dishes and Other Equipment. No ham radio antennas, radio towers or similar equipment shall be permitted on any of the Lots. No satellite television antenna shall be located on any Lot if the diameter of the dish is in excess of eighteen (18) inches. No other mechanical or electrical equipment or apparatus which is larger than twenty-four (24) inches in height or eighteen (18) inches in width may be installed, operated or stored on any Lot without the prior written authorization of the Architectural Control Committee.

12. Alternative Energy Devices. No alternative energy device, such as solar panels or sun collecting devices, windmills or vertical wind turbans shall be allowed on any Lot.

13. Above-Ground Pools/Spas. No above-ground pools shall be permitted. An outside whirlpool tub or spa on a deck or patio adjacent to the residence may be permitted if approved by the Architectural Control Committee.

14. Completion of the Residence. The residence shall be completed in accordance with the plans and specifications approved by the Architectural Control Committee within one (1) year from the commencement of construction. The residence shall be deemed to be completed when an occupancy permit has been issued by the municipality having jurisdiction over the construction of the residence. A copy of the occupancy permit shall be filed with the Architectural Control Committee to evidence compliance with this requirement.

15. Excess Excavation Dirt. The Architectural Control Committee shall have the right to elect to have any excess dirt from any excavation deposited on any Lot or proposed Lot within the subdivision designated by the Architectural Control Committee at no expense to the Architectural Control Committee or the Declarant.

16. Weed Control. Prior to the installation of the lawn on the Lot, the Lot shall be mowed at appropriate intervals a minimum of two (2) times per year. One of the mandatory mowings shall be between June 1st and June 15th and the second mandatory mowing shall be between August 1st and August 15th.

17. Landscaping. The landscaping of each Lot shall be completed no more than twelve (12) months after the residence on the Lot is completed. All greenspace on the Lot must be landscaped using standard residential landscaping materials and a conventional grass lawn. No natural areas shall be permitted, except existing wooded areas and other natural areas approved by the Architectural Control Committee. At least five (5) shade trees with a minimum diameter of at least two (2) inches shall be retained on the Lot or planted within the time period specified above. At least two (2) of the trees must be located between the residence and the street. Any tree that dies shall be promptly replaced with another tree of at least the minimum size required by this paragraph.

18. Exterior Maintenance. The owner of the Lot shall maintain the exterior of the residence and all driveways and sidewalks in a good state of repair and shall properly maintain

all trees, shrubs and other landscaping. All grass clippings, fallen branches, brush and other yard waste shall be promptly removed from the Lot. No yard waste shall be placed on any vacant Lot, Outlot or common area. The owner of the Lot shall take reasonable precautions to avoid the transmission by surface water run-off of nutrients and pollutants such as pet waste, commercial fertilizers, herbicides, soil sediment and lawn clippings into any wetland or navigable waterway.

19. **Easements.** Easements for the installation and maintenance of drainage facilities, retention areas, utilities and cable television are reserved over the areas designated on the applicable plat and within the setback areas of each Lot. Easements for drainage facilities required by Declarant, Town of Algoma, Winnebago County are also reserved over the areas designated on the plat and the setback areas of each Lot. The actual location of such easements shall be determined at the time the utilities and/or drainage facilities are installed. No structure, planting or other materials shall be placed or permitted to remain in an easement area which may damage or interfere with the installation and maintenance of any utility, change the direction of flow in any drainage channel or obstruct or retard the flow of water in any drainage channel. The easement 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 each Lot shall be approved by the Town of Algoma and all owners shall comply with such plan. The Architectural Control Committee shall have the right, at any time, to determine the direction of the drainage flow and require the owner(s) to grade any drainage easement on a Lot accordingly at the expense of the owner(s); provided such determination does not conflict with the current drainage and grading plan on file with the Town of Algoma.

20. **Underground Utilities.** All gas, electrical, telephone, television and other utility lines or cables serving the subject Lots and the improvements located therein shall be laid underground.

21. **Signs.** No signs of any kind shall be displayed to the public view, except: (a) signs used by the developer or its realtor to advertise the sale of Lots; (b) signs used by a builder to advertise newly constructed dwellings for sale; or (c) one sign of not more than eight (8) square feet used by the owner of a Lot or a realtor to advertise the Lot and improvements for rent or sale.

22. **Nuisances.** No noxious or offensive activity shall be carried on upon any of the Lots, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

23. **Burning Restrictions.** No burning of garbage or other refuse shall be permitted on any Lot, Outlot or common area. The owner of a Lot may have a recreational fire on the Lot in a properly designed fire pit or fire container. The owner of a Lot may not have a fire on any Outlot, common area or Lot not owned by that owner. All authorized burning on a Lot shall comply with any regulations or requirements established by the Architectural Control Committee

or the municipality having jurisdiction over the Lot. The owner of a Lot shall be responsible for any damage caused by a fire originating on the Lot.

24. Vehicle Restrictions. No inoperable, partially dismantled, wrecked, junked, discarded or unlicensed motor vehicle shall be allowed to remain on any of the Lots outside of a building longer than seven (7) days. No commercial vehicles other than a pickup truck or standard sized van may be parked on a Lot or the adjacent street on a regular basis. The intent of the restriction contained in the previous sentence is to prohibit the presence of cargo vans, box trucks, semi-tractors, dump trucks and other large commercial vehicles whose presence detracts from the residential nature of the subdivision.

25. Outside Storage of Certain Items Prohibited. No construction or similar equipment; mobile home; motor home; camper; removable camper top; trailer; fishing shanty; boat on a trailer; personal water craft on a trailer; snowmobile on a trailer or other item of similar nature shall be permitted on any Lot for a period of more than two (2) weeks, unless kept in a garage completely enclosed.

26. Animals. No animals may be kept, raised or permitted on any Lot, except animals that are bona fide household pets and which are under complete control within the confines of the Lot or on a leash and which do not constitute a nuisance or inconvenience to other Lot owners. No dogs of the pit bull breed, including dogs partially of the pit bull breed, shall be permitted on any Lot. The person responsible for the animal shall collect and properly dispose of all animal waste deposited by the pet, including animal waste deposited on any Lot, Outlot or common area.

27. Garbage/Recyclables. Garbage that is not recyclable shall be kept in properly covered containers or inside sealed plastic bags. Newspapers, cardboard and other recyclables shall be sorted, stored and disposed of in the manner required by applicable recycling rules and regulations. Garbage and recyclables shall not be placed on the curb more than twenty-four (24) hours prior to the designated pickup time. All empty garbage cans and recycling containers shall be removed from the curb within twenty-four (24) hours of being emptied.

28. Architectural Control Committee. No structure or substantial improvement of any kind shall be erected, placed or altered on any of the Lots until the construction plans and specifications and plot plan showing the location of such improvements have been approved by the Architectural Control Committee as to color, type and quality of materials, quality of workmanship, location, height, grade, elevation and harmony of exterior design with the neighborhood, surrounding structures and existing topography.

- (a) Until such time as the plat of the final phase of the subdivision has been accepted, the Architectural Control Committee shall consist of two representatives of the Declarant and one representative of the Property Owner's Association. Following the initial sale by the Developer of all of the Lots in all of the proposed phases of

the subdivision, the Architectural Control Committee shall consist of one representative of the Declarant and two representatives of the Property Owner's Association. In the event of the death, resignation or removal of a member of the Architectural Control Committee representing the Declarant, the Declarant shall have full authority to designate the successor. In the event of the death, resignation or removal of a member of the Architectural Control Committee representing the Property Owner's Association, the Property Owner's Advisory Committee, as currently constituted, shall have full authority to designate the successor. The Architectural Control Committee shall have the right to delegate its authority to committees formed by the Architectural Control Committee or to the Property Owner's Advisory Committee. The Declarant may relinquish its right to representation on the Architectural Control Committee at any time.

- (b) At least ten (10) days prior to commencement of construction of any structure, or other substantial improvement on any Lot, one copy of the plans and specifications for the structure or improvement and plot plan showing the proposed location of such structure or improvement shall be submitted to the Architectural Control Committee. The Architectural Control Committee's approval or disapproval shall be in writing in a document which can be recorded and signed by one member of the Architectural Control Committee. In the event that a majority of the Architectural Control Committee fails to approve or disapprove the plans and specifications within thirty (30) days after receipt of same by any member of the Architectural Control Committee, approval shall not be required and this paragraph of these Covenants shall be deemed to have been fully complied with. The Architectural Control Committee shall retain one copy of all approved plans and specifications until construction is completed. The Architectural Control Committee shall have the right to grant a waiver with respect to the requirements of these Covenants for certain types or classes of structures, landscaping or improvements. Any action taken by a majority vote of the Architectural Control Committee shall be considered the act of the Architectural Control Committee.

29. Property Owner's Association/Maintenance and Upkeep. The Declarant and/or the owners of the existing Lots and the additional Lots included by the Declarant in any future phases of Bellhaven Subdivision shall form a Property Owner's Association (the "Association") for the purpose of: (a) owning certain common areas conveyed by the Declarant to the Association, and (b) maintaining the tennis courts, basketball court, walking trail, detention or retention ponds, signage, lighting and other common areas and facilities. The owner of each Lot shall automatically be a member of the Association and shall be obligated to abide by such rules and/or regulations as the Association may establish from time to time.

The Association shall be responsible for the maintenance, repair, upkeep and insurance of all common areas and facilities within the Bellhaven Subdivision. In the event the Association

defaults in its duty, the Declarant shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association. In the event both the Association and the Declarant default in their duty, the Town of Algoma shall have the right to undertake any required maintenance, repairs or upkeep and to charge the cost thereof to the Association or to levy a proportionate share of such cost against each lot as a special assessment or charge on the real estate tax bill for such Lot.

30. Property Owner Association Assessments. The Association shall have the right to charge an equal share of all reasonable and necessary costs incurred by the Association to the owner(s) of each of the Lots included in the Association. The amount of the assessment shall be computed by dividing the cost for which the assessment is being made by the number of platted Lots existing at the time of the assessment. The assessments may be made on the basis of costs actually incurred by the Association or annually on the basis of a budget of the estimated costs for the following year. The Declarant, or its successor shall be responsible for the assessment for any Lot which is platted, but not sold. The assessment shall apply to all platted Lots, whether or not a residence has been constructed on the Lot. Notwithstanding anything contained in these Covenants to the contrary, the method of assessment shall not be amended so as to provide that the amount of the assessment on a Lot is increased over the amount determined under the foregoing method without the written consent of the owner(s) of all Lots receiving an increased assessment.

Any assessment not paid within thirty (30) days of billing shall bear interest at the rate of eighteen percent (18%) per annum, until paid. In the event a member of the Association is in default in the payment of any assessment for a period of more than thirty (30) days, the Association may bring suit to enforce collection of the delinquent assessment and all costs of such proceeding, including reasonable attorney's fees, shall be the responsibility of its member in default.

31. Term, Amendments, Enforceability and Severability. These Covenants shall run with the land and shall be binding upon and inure to the benefit of the owners of the Lots subject to these Covenants and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded. Thereafter, these Covenants shall be automatically extended for successive ten (10) year periods, unless otherwise indicated in a written declaration signed by the then owners of a majority of the then existing Lots in the Bellhaven Subdivision and recorded in the office of the Winnebago County Register of Deeds. These Covenants may be amended in whole or in part at any time by a document signed by eighty percent (80%) of the owners of all of the existing and proposed Lots within the Bellhaven Subdivision and recorded in the Office of the Winnebago County Register of Deeds provided, however, no amendment shall relieve the Association of its obligations under Paragraph 29 or limit the right of the Association to levy assessments pursuant to Paragraph 30. The owner of any of the Lots or the Association shall have the right to enforce these Covenants by injunction or other lawful procedure and to recover any damages resulting from a violation thereof. The Association shall also have the right to impose a penalty of not more than fifty dollars (\$50.00) per day for each violation of these Covenants that continues after the owner of the Lot has received written notice of the violation and failed to cure the violation within the time specified

in the notice. The maximum penalty shall be increased annually by the greater of the percentage increased in the consumer price index or Two Dollars and no/100 Dollars (\$2.00). The invalidation of any portion of these Covenants by judgment or a court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect. The termination of these Covenants shall not result in the termination of, or otherwise affect, any other covenants, easements or restrictions affecting the Lots, including those of any other plat of which the lots become a part. Notwithstanding anything contained herein to the contrary, the provisions of Paragraphs 29 and 30 shall survive the termination of these Covenants.

32. Future Phases. The Declarant agrees to impose similar Covenants on all future lot developed by the Declarant within the Bellhaven Subdivision.

IN WITNESS WHEREOF, the undersigned have caused these Protective Covenants to be executed on 27 day of August, 2008.

BELLHAVEN ESTATES, LTD.

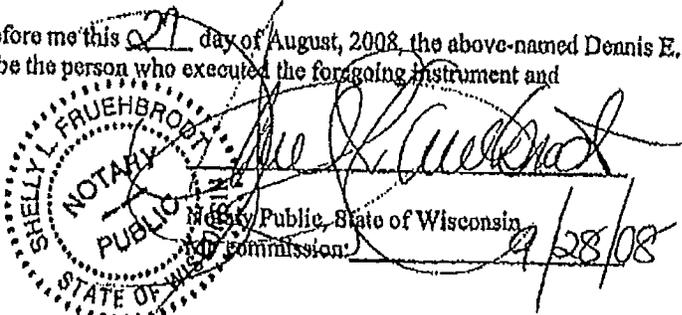
By: *Dennis E. Schwab*
Dennis E. Schwab

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
WINNEBAGO COUNTY)

Personally came before me this 27 day of August, 2008, the above-named Dennis E. Schwab, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
Commission Expires: 9/28/08



This document was drafted by:
Russell J. Reff, Attorney at Law
Reff, Baivier, Bermingham & Lim, S.C.
217 Ceape Avenue, P.O. Box 1190
Oshkosh, WI 54903-1190

Document Number

Document Title



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Tx:4267812

1747270

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON
08/21/2017 10:47 AM

NATALIE STROHMEYER
REGISTER OF DEEDS

RECORDING FEE 30.00
PAGES: 71

Recording Area

Name and Return Address

Kelly J. Schwab
303 Pearl Avenue, Suite A
Oshkosh, Wisconsin 54901

Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third & Fourth Addition to Bellhaven Plat.

Legal Description: Lots 1-23 and Outlots 1 and 2 of BELLHAVEN PLAT, Lots 24-37 of the FIRST ADDITION TO BELLHAVEN PLAT, Lots 38-66 and Outlot 1 of the SECOND ADDITION TO BELLHAVEN PLAT, Lots 67-84 of the THIRD ADDITION TO BELLHAVEN PLAT, and Lots 85-123 and Outlot 6, Outlot 7 and Outlot 8 in the FOURTH ADDITION TO BELLHAVEN, being part of the Northwest 1/4 of Section 7, T18N, R16E, Town of Algoma, Winnebago County, Wisconsin.

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

C-71

**THIRD AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS
FOR ORIGINAL, FIRST, SECOND, THIRD & FOURTH ADDITION TO BELLHAVEN
PLAT**

THIS THIRD AMENDMENT to Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, is made this 6th day of June, 2017, by the owners of Eighty Percent (80%) of all of the existing and proposed lots.

The Declaration of Covenants for the Original Bellhaven Plat was recorded in the office of the Winnebago County Register of Deeds on March 23, 1994 as Document No. 870709 and the Declaration of Protective Covenants Fourth Addition to Bellhaven Plat was recorded in Winnebago County Register of Deeds on August 28, 2008 as Document No. 1481637 and amended through the First Amendment – Amended and Restated Declaration of Covenants, recorded in the office of the Winnebago County Register of Deeds on April 8th, 1996 as Document No. 932201 and through the Second Amendment - Amended and Restated Declaration of Covenants, recorded in the office of the Winnebago County Register of Deeds on November 29, 2004 as Document No. 1336577 (hereinafter the “Declaration”).

Provision Fifteen (15) of the Declaration of Covenants for the Original Bellhaven Plat, and Provision Six (6) of the Second Amendment – Amended and Restated Declaration of Protective Covenants shall be amended as to read as provided on Exhibit “1” attached hereto and incorporated herein by reference.

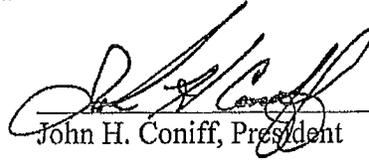
AMENDMENT

NOW, THEREFORE, the undersigned property owners hereby:

1. Amend the Declaration as specifically stated above.
2. Agree that all provisions of the Declaration not expressly modified by the Third Amendment to Amended and Restated Declaration Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat shall remain in full force and effect.
3. Agree that any provision of the Declaration inconsistent with the intent of the Third Amendment to Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat is hereby amended so as to be consistent with the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat.

[SIGNATURES ON FOLLOWING PAGE]

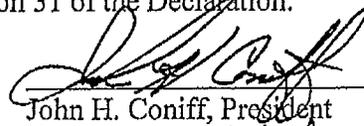
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Declaration of Amended and Restated Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.



John H. Coniff, President

CERTIFICATION

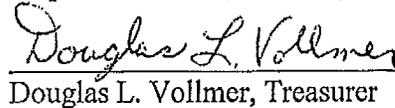
As President, Secretary and Treasurer we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat per Provision 31 of the Declaration.



John H. Coniff, President



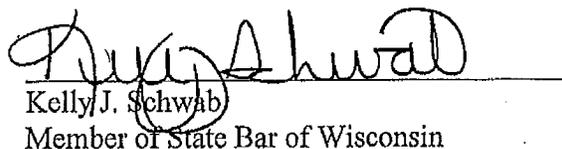
Stephen J. Halron, Secretary



Douglas L. Vollmer, Treasurer

AUTHENTICATION

The signatures of the above-named President, Secretary and Treasurer are authenticated this 6th day of June, 2017.



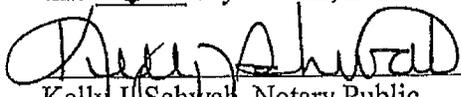
Kelly J. Schwab
Member of State Bar of Wisconsin

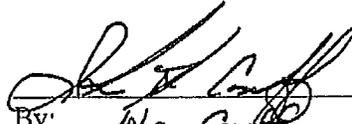
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4364 Ravine Way,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

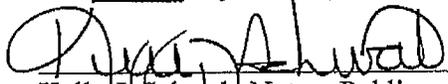
Subscribed and sworn to before me
this 6th day of June, 2017.

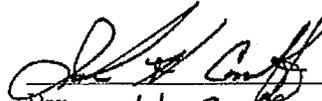

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: John Cariff

Owner of 4364 Ravine Way SC.
Oshkosh, WI 54904

Subscribed and sworn to before me
this 6th day of June, 2017.


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: John Cariff

Owner of 4364 Ravine Way
Oshkosh, WI 54904

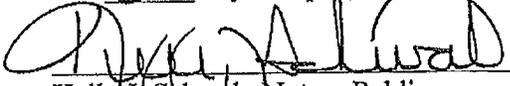
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

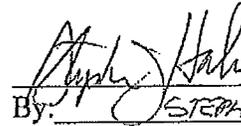
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4298 Bellhaven Lane
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 8th day of April, 2017.


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: STEPHEN J. HALRIN

Owner of 4298 BELLHAVEN LN

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

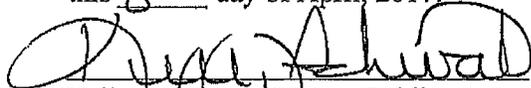
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4170 Stonegate Dr., I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 8th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Wayne A. Hawley
By: Wayne Hawley

Owner of 4170 Stonegate Dr.

Subscribed and sworn to before me
this _____ day of April, 2017.

Sabin
By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

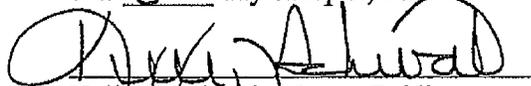
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

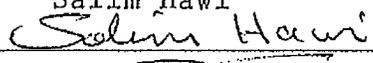
CERTIFICATION

As the owner of real property located at 2030 Spencer Ct & Lot 69
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 8th day of April, 2017



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Salim Hawi

By: _____
Owner of 2030 Spencer Ct
& Lot 69

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____
Owner of _____

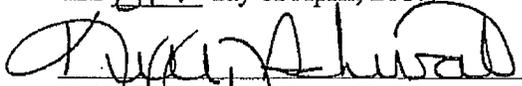
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4262 Bellhaven Ln., I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 8th day of April, 2017.


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Carrie Shetchnik

Owner of 4262 Bellhaven Ln.

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

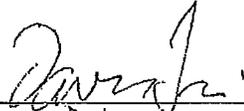
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2025 Spencer Ct.,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 4th day of April, 2017.


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: PAVIS ISA1

Owner of 2025 Spencer Court

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

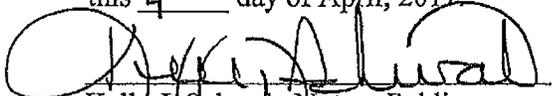
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4144 Stonegate Dr., I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me this 4th day of April, 2017



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Shari L. Floyd
By: Shari L. Floyd

Owner of 4144 Stonegate Dr.
Oshkosh

Subscribed and sworn to before me this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

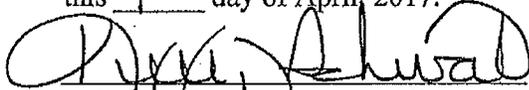
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2045 Spencer Ct, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 4th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Michael Kim


By: Kim, Michael

Owner of 2045 Spencer Ct

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4061 Stonegate Dr.,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

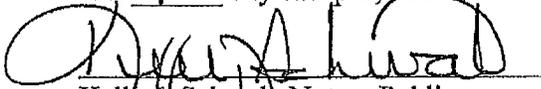
Daniel Krumrei



By: Daniel D. Krumrei

Owner of 4061 Stonegate Dr. 54904

Subscribed and sworn to before me
this 4th day of April, 2017



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

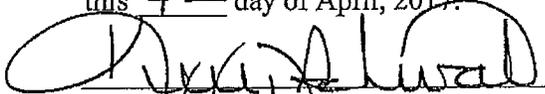
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4040 Stonegate Dr.,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 4th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.



By: Randy Schaevedel

Owner of 4040 Stonegate Dr.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

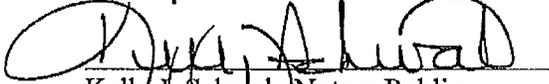
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4013 Stonegate Dr., I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 4th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.



By: R. J. Michaelitz

Owner of 4013 Stonegate Dr.
Oshkosh, WI 54904

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

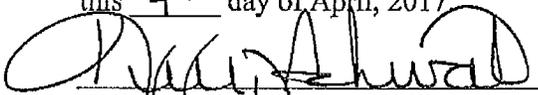
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

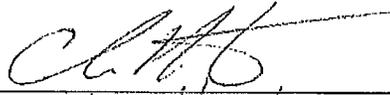
CERTIFICATION

As the owner of real property located at 4060 Stonegate Dr.,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 4th day of April, 2017



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Chris Hand

Owner of 4060 Stonegate Dr.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

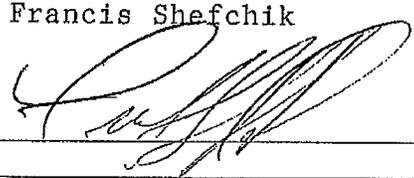
Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

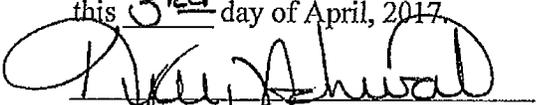
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at Lots 103, 107, 109, 110, 111, 112, 113, 114, 115, 116, 117, 121, 122 & 123
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Francis Shefchik


By: _____
Lots 103, 107, 109, 110, 111, 112, 113, 114, 115, 116, 117, 121, 122 and 123
Owner of _____

Subscribed and sworn to before me
this 3rd day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____
Owner of _____

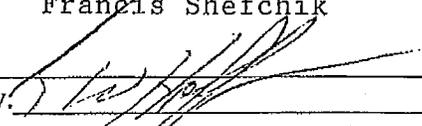
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

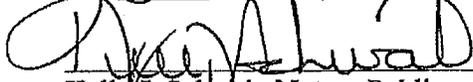
As the owner of real property located at Lots 3, 68, 76, 78, 79, 87, 88, 89, 90, 91, 94, 98, 100 and 101, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Francis Shefchik

By: 

Owner of Lots 3, 68, 76, 78, 79, 87, 88, 89, 90, 91, 94, 98, 100 & 101

Subscribed and sworn to before me this 3rd day of April, 2017.


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Subscribed and sworn to before me this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

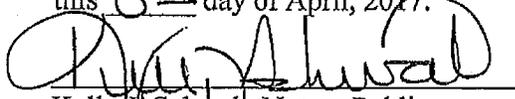
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2143 Roselawn Lane, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: Lori Popple
Lori Popple

Owner of 2143 Roselawn Lane

Subscribed and sworn to before me this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

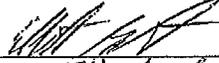
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

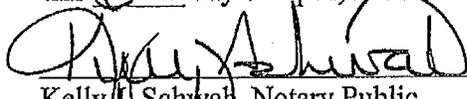
As the owner of real property located at 4484 Ravine Way,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Elliot Gaster


By: Elliot Gaster

Owner of 4484 Ravine Way

Subscribed and sworn to before me
this 13th day of April, 2017


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

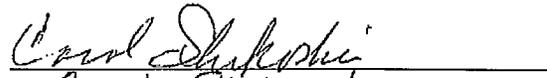
CERTIFICATION

As the owner of real property located at 4328 Ravine Way,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Carl Shikowski

Owner of 4328 Ravine Way

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

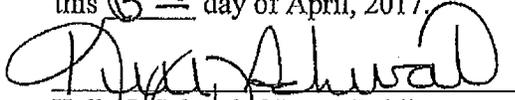
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2240 N. Haven Lane,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

DONNA WOKOSIN

By: Donna Wokosin

Owner of 2240 N. Haven Ln.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

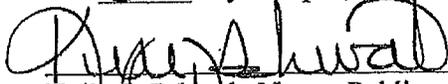
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2035 Spencer Court, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me this 13th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: HARRY SCHAEDLER

Owner of 2350 SPENCER CT

Subscribed and sworn to before me this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

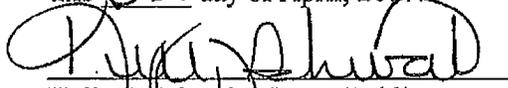
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4206 Stonegate Dr.,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 13th day of April, 2017



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.



By: JEREMY J. DYKEN
Owner of 4206 Stonegate Dr.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

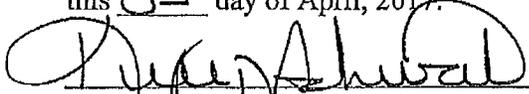
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2285 Roselawn Lane, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

x Pamela A Lang
x By: Pamela A Lang

Owner of 2285 Roselawn Lane

Subscribed and sworn to before me this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

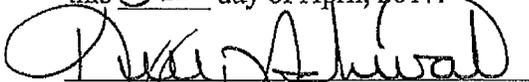
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

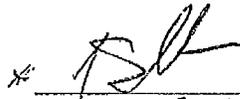
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4490 Ravine Way, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 3rd day of April, 2017.


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

* 
By: Jamie Zastke

Owner of 4490 Ravine Way

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

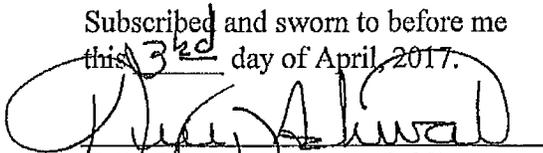
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4274 Bellhaven Lane, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Mary J. Hergert
By: Mary J. Hergert

Owner of 4274 Bellhaven Lane

Subscribed and sworn to before me this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

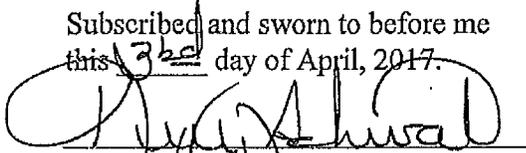
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

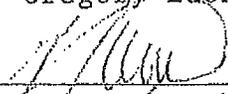
As the owner of real property located at 4341 Bellhaven Lane, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Gregory Leonhardt

Subscribed and sworn to before me this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Gregory Leonhardt

Owner of 4341 Bellhaven Lane

Subscribed and sworn to before me this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

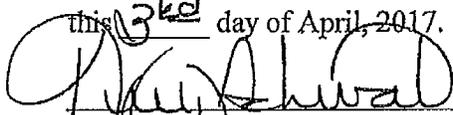
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

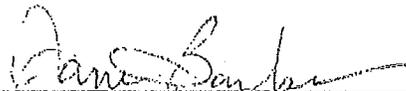
CERTIFICATION

As the owner of real property located at 4286 Bellhaven Lane, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.



By: Jane Barber

Owner of 4286 Bellhaven Lane

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4334 Bellhaven Lane,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Nicole McFarlane
Owner of 4334 Bellhaven

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

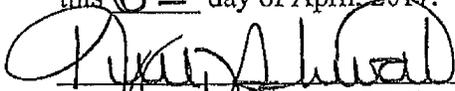
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

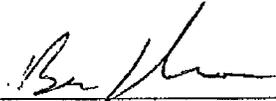
CERTIFICATION

As the owner of real property located at 4365 Ravine Way,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 13th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.



By: BEE THACO

Owner of 4365 RAVINE WAY

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4555 Ravine Way,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Teresa Jaeger

Owner of 4555 Ravine Way

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

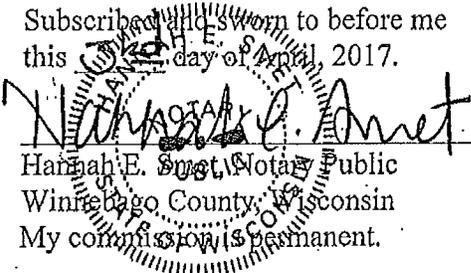
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Original, First, Second,~~ Amendment to Declaration of Protective Covenants for ~~Third and~~ ^{Original, First, Second,} Addition to Bellhaven Plat as of the date set forth above. ~~Fourth~~

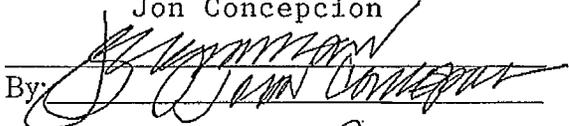
CERTIFICATION

As the owner of real property located at 4485 Ravine Way,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} Amendment to Declaration of Protective Covenants
for ~~Second, Third~~ ^{Original, First, Second,} Addition to Bellhaven Plat, per Provision 31 of the Declaration,
and ~~Fourth~~

Subscribed and sworn to before me
this 8th day of April, 2017.


Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Jon Concepcion

By: 

Owner of 4485 Ravine Way

Subscribed and sworn to before me
this _____ day of April, 2017.

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

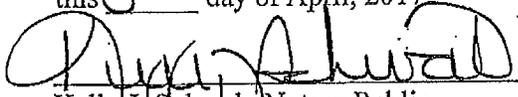
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third
~~Amendment to Declaration of Protective Covenants for Third and Fourth~~ ^{Amended and Restated} Original, First, Second,
Bellhaven Plat as of the date set forth above.

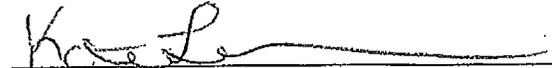
CERTIFICATION

As the owner of real property located at 4034 Stonegate Dr & Lot
I/we do hereby certify the Third ^{Amended and Restated} Amendment to Declaration of Protective Covenants
~~for Second, Third~~ ^{Original, First} Addition to Bellhaven Plat, per Provision 31 of the Declaration.
and Fourth

Subscribed and sworn to before me
this 3rd day of April, 2017



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Kate Lindeman

Owner of 4034 Stonegate Dr.

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third ~~Amendment to Declaration of Protective Covenants for~~ ^{Amended and Restated} Original, First, Second, Third and ~~Fourth~~ ^{Fourth} Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4589 Ravine Way,
I/we do hereby certify the Third ~~Amendment to Declaration of Protective Covenants~~ ^{Amended and Restated} Original, First, Second, Third and ~~Fourth~~ ^{Fourth} Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 3rd day of April, 2017.

Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: Blaine FELSMAN
Owner of 4589 Ravine Way

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____
Owner of _____

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

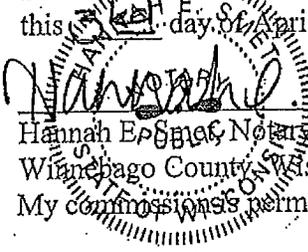
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Amendment to Declaration of Protective Covenants for Third and~~ ^{Original, First, Second,} ~~Fourth~~ ^{Addition to} Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4443 Ravine Way,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} ~~Amendment to Declaration of Protective Covenants~~ ^{Original, First, Second,} ~~for Third and~~ ^{Fourth} Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 24th day of April, 2017.


Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Andrea M. Schuster
By: Andrea M. Schuster
Owner of 4443 Ravine Way

Subscribed and sworn to before me
this _____ day of April, 2017.

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____
Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Second~~ ^{Original} ~~First~~ ^{Second} Amendment to Declaration of Protective Covenants for ~~Third and~~ ^{Third and} Addition to Bellhaven Plat as of the date set forth above. ~~Fourth~~

CERTIFICATION

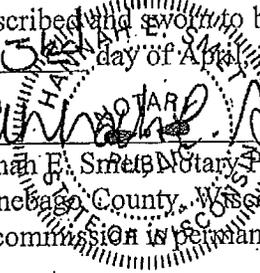
As the owner of real property located at 2332 Roselawn Lane,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} ~~Second~~ ^{Original} ~~First~~ ^{Second} Amendment to Declaration of Protective Covenants for ~~Third and~~ ^{Third and} Addition to Bellhaven Plat, per Provision 31 of the Declaration.
~~Fourth~~

Robert Geek


By: Robert Geek

Owner of 2332 Roselawn Ln

Subscribed and sworn to before me
this 31st day of April, 2017.


Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

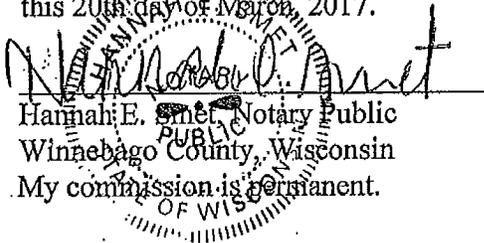
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

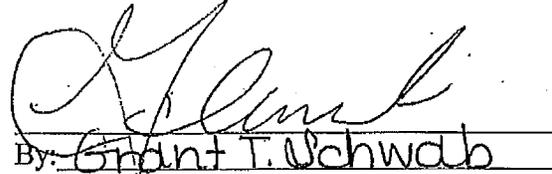
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4006 Stonegate Dr, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 20th day of March, 2017.


By: Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Grant T. Schwab

Owner of 4006 Stonegate Dr.

Subscribed and sworn to before me
this 20th day of March, 2017.

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

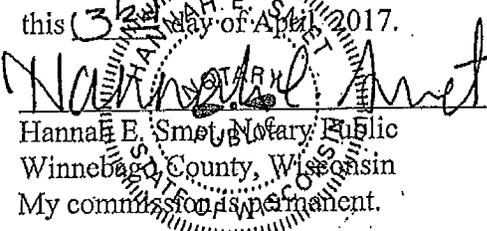
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended, and Restated} ~~Amendment to Declaration of Protective Covenants for Third and Fourth~~ ^{Original, First, Second,} Amendment to Declaration of Protective Covenants for ~~Third and Fourth~~ ^{Third} Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4320 Haven Ct,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} ~~Amendment to Declaration of Protective Covenants~~ ^{Original, First,} Amendment to Declaration of Protective Covenants
for ~~Second, Third~~ ^{Second, Third} Addition to Bellhaven Plat, per Provision 31 of the Declaration.
and Fourth

Subscribed and sworn to before me
this 3 day of April, 2017.


Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Melissa Van Beek
By: M Van Beek
Owner of 4320 Haven Ct.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third ~~Amendment to Declaration of Protective Covenants for~~ Amended and Restated Original, First, Second, Third and Fourth Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2160 Roselawn Lane,
I/we do hereby certify the Third ~~Amendment to Declaration of Protective Covenants~~ Amended and Restated Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Amatul Nudrat

Amatul Nudrat
By: [Signature]

Owner of 2160 Roselawn Ln.

Subscribed and sworn to before me
this 3rd day of April, 2017.

[Signature]
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

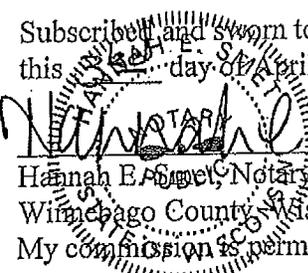
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third
~~Amendment to Declaration of Protective Covenants for Third and Fourth Addition to~~ Amended and Restated Original, First, Second,
Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2050 Spencer Ct.
I/we do hereby certify the Third Amendment to ~~Declaration of Protective Covenants~~ Amended and Restated
~~for Second, Third, and Fourth~~ Original, First, Second, Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 22nd day of April, 2017.


Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Susan L Simon
By: Susan L Simon
Owner of 2050 Spencer Ct

Subscribed and sworn to before me
this _____ day of _____, 2017.

By: _____

Owner of _____

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

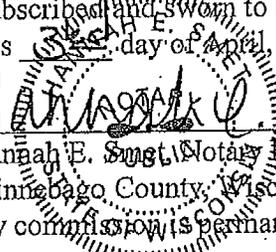
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} Amendment to Declaration of Protective Covenants for ~~Third and Fourth~~ ^{Original, First, Second, Third and Fourth} Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4113 Stonegate Dr.,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} Amendment to Declaration of Protective Covenants
~~for Second, Third, and Fourth~~ ^{Original, First, Second, Third and Fourth} Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this _____ day of April, 2017.


Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Rene Giordano
By: Linda Giordano

Owner of 4113 Stonegate Dr.

Subscribed and sworn to before me
this _____ day of April, 2017.

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third ~~Amendment to Declaration of Protective Covenants for Third and Fourth~~ ^{Amended and Restated Original, First, Second,} Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2059 SPENCER CT,
I/we do hereby certify the Third ~~Amendment to Declaration of Protective Covenants~~ ^{Amended and Restated} for Second, Third ~~Addition to Bellhaven Plat, per Provision 31~~ ^{Original, First} of the Declaration.
and Fourth

Subscribed and sworn to before me
this 31st day of April, 2017.

Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Subscribed and sworn to before me
this _____ day of April, 2017.

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Matthew Diker
Matthew J. Diker
By: MATTHEW J. DIKER

Owner of 2059 Spencer Ct.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this third ~~Amended and Restated~~ ^{Original, First, Second} Amendment to Declaration of Protective Covenants for third and fourth ~~Third and Fourth~~ Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2035 Crest Ct.,
I/we do hereby certify the Third ~~Amended and Restated~~ ^{Original, First} Amendment to Declaration of Protective Covenants for Second, Third ~~Third and Fourth~~ Addition to Bellhaven Plat, per Provision .31 of the Declaration. and Fourth

Richard Lanzetta

RICH LANZETTA

By: Richard Lanzetta

Owner of 2035 CREST ct.

Subscribed and sworn to before me
this 31st day of April, 2017.

Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

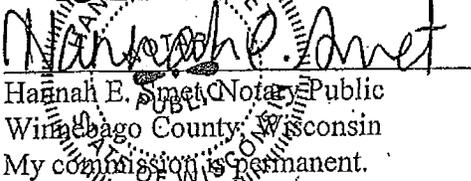
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

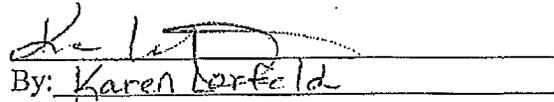
IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Amendment to Declaration of Protective Covenants for~~ ^{Original, First, Second,} ~~Third and Fourth~~ ^{Amendment to} Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4027 Stonegate Dr.,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} ~~Amendment to Declaration of Protective Covenants~~ ^{Original, First, Second,} ~~for~~ ^{Amendment to} ~~Second, Third,~~ Addition to Bellhaven Plat, per Provision 31 of the Declaration.
and Fourth

Subscribed and sworn to before me
this 3rd day of April, 2017.


Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Karen Corfeld

Owner of 4027 Stonegate Dr.

Subscribed and sworn to before me
this _____ day of April, 2017.

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third
~~Amendment to Declaration of Protective Covenants for Third and Fourth~~
~~Amended and Restated~~ Original, First, Second,
Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4021 Stonegate Dr.,
I/we do hereby certify the Third Amendment to ~~Declaration of Protective Covenants~~
~~Original, First, Second,~~ Addition to Bellhaven Plat, per Provision 31 of the Declaration.
and Fourth

Matthew Marino

[Signature]
By: Matthew Marino

Owner of 4021 Stonegate Dr.

Subscribed and sworn to before me
this 31st day of April, 2017.

[Signature]
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

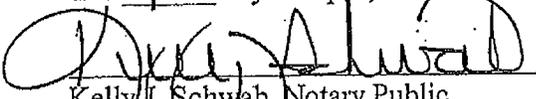
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~third~~ ^{Amended and Restated} ~~second~~ ^{Original, First} Amendment to Declaration of Protective Covenants for ~~Third and Fourth~~ ^{Second, Third} Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2055 Spencer Court,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} Amendment to Declaration of Protective Covenants
for ~~Second, Third~~ ^{Original, First} Addition to Bellhaven Plat, per Provision .31 of the Declaration.
and Fourth

Subscribed and sworn to before me
this 9th day of April, 2017.


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Kelly J. Schwab

Owner of 2055 Spencer Ct.
Oshkosh, WI 54901

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

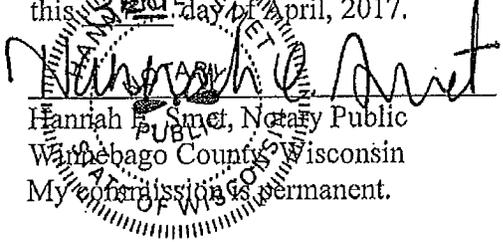
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

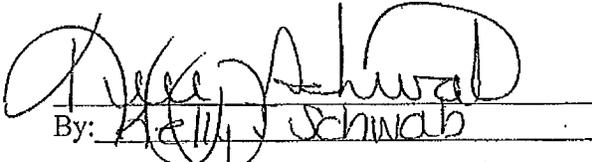
IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Original, First, Second, Third and Fourth~~ Amendment to Declaration of Protective Covenants for ~~Third and Fourth~~ Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4181 Stonegate Dr.,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} Amendment to Declaration of Protective Covenants
for ~~Second, Third, and Fourth~~ Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 22nd day of April, 2017.


Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Kelly J. Schwab

Owner of 4181 Stonegate Dr.
Oshkosh, WI 54904

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

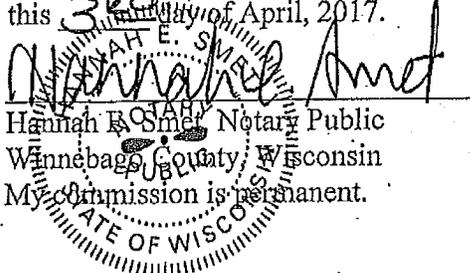
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Original, First, Second~~ Amendment to Declaration of Protective Covenants for ~~Third and Fourth~~ ^{Original, First, Second} Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4047 Stonegate Dr.,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} Amendment to Declaration of Protective Covenants
for ~~Second, Third, and Fourth~~ ^{Original, First, Second} Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 3rd day of April, 2017.


Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Karen Haasl
By: Karen Haasl

Owner of 4047 Stonegate

Subscribed and sworn to before me
this _____ day of April, 2017.

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____
Owner of _____

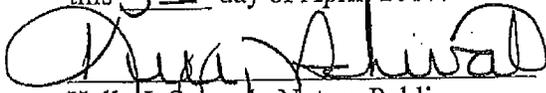
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Second~~ ^{Original, First, Second} Amendment to Declaration of Protective Covenants for ~~Third and Fourth~~ ^{Third and Fourth} Addition to Bellhaven Plat as of the date set forth above.

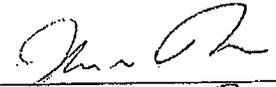
CERTIFICATION

As the owner of real property located at 2045 Crest Ct.,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} ~~Second~~ ^{Original, First, Second} Amendment to Declaration of Protective Covenants
for ~~Second, Third~~ ^{Second, Third} Addition to Bellhaven Plat, per Provision 31 of the Declaration.
and Fourth

Subscribed and sworn to before me
this 3rd day of April, 2017.



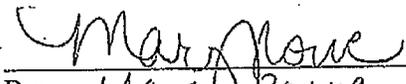
Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: John W. Rowe

Owner of 2045 CREST CT. OSHKOSH, WI

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: MARY ROWE

Owner of 2045 Crest Ct.
OSHKOSH WI 54904

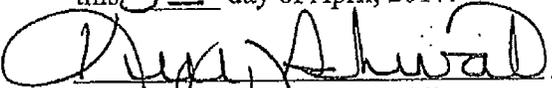
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Amendment to Declaration of Protective Covenants for Third and Fourth~~ ^{Original, First, Second,} Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4020 Stonegate Dr.,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} ~~Amendment to Declaration of Protective Covenants~~ ^{Original, First,}
for ~~Second, Third,~~ ^{Second, Third,} Addition to Bellhaven Plat, per Provision 31 of the Declaration,
and Fourth

Subscribed and sworn to before me
this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Kara Nimis
By: Kara Nimis

Owner of 4020 Stonegate Dr

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

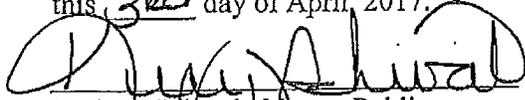
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Original, First, Second,~~ ^{Original, First, Second,} Amendment to Declaration of Protective Covenants for ~~Third and Fourth~~ ^{Third and Fourth} Addition to Bellhaven Plat as of the date set forth above.

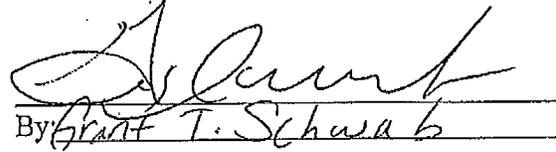
CERTIFICATION

As the owner of real property located at 4006 Stonegate Dr.,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} Amendment to Declaration of Protective Covenants
~~Original, First,~~ ^{Original, First,} for ~~Second, Third,~~ ^{Second, Third,} Addition to Bellhaven Plat, per Provision 31 of the Declaration.
and Fourth

Subscribed and sworn to before me
this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Grant T. Schwab

Owner of 4006 Stonegate Drive

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

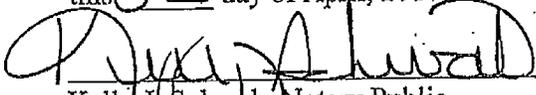
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} Amendment to ~~Declaration of Protective Covenants for~~ ^{Original, First, Second} ~~Third and Fourth~~ Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4122 Stonegate Dr.,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} Amendment to ~~Declaration of Protective Covenants~~ ^{Original, First, Second} for ~~Second, Third,~~ Addition to Bellhaven Plat, per Provision 31 of the Declaration, and Fourth

Subscribed and sworn to before me
this 3rd day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Phillip A Baker
By: Phillip Baker

Owner of 4122 Stonegate Drive

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

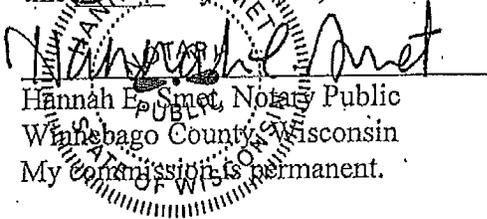
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Original, First, Second,~~ ^{Original, First, Second,} Amendment to Declaration of Protective Covenants for ~~Third and Fourth~~ ^{Third and Fourth} Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2270 Roselawn Lane
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} Amendment to Declaration of Protective Covenants
for ~~second, Third~~ ^{Original, First} Addition to Bellhaven Plat, per Provision 31 of the Declaration.
and Fourth

Subscribed and sworn to before me
this 22nd day of April, 2017.


Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Gary Galice
By: GARY Galice

Owner of 2270 Roselawn Lane

Subscribed and sworn to before me
this _____ day of April, 2017.

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

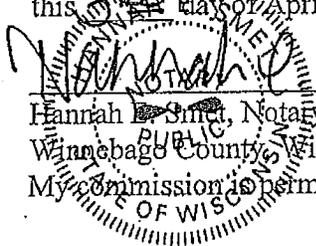
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Original, First, Second,~~ ^{Original, First, Second,} Amendment to Declaration of Protective Covenants for ~~Third and Fourth~~ ^{Third and Fourth} Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4335 Haven Ct.,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} ~~Original, First, Second,~~ ^{Original, First, Second,} Amendment to Declaration of Protective Covenants for ~~second, Third~~ ^{second, Third} Addition to Bellhaven Plat, per Provision 31 of the Declaration and Fourth

Subscribed and sworn to before me
this 13 day of April, 2017.


Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Sue Haggold
Owner of 4335 Haven Ct.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____
Owner of _____

Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

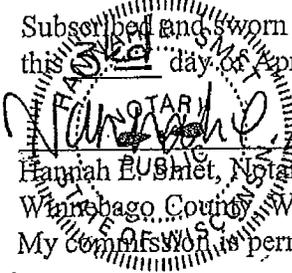
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this ~~Third~~ ^{Amended and Restated} ~~Original, First, Second,~~ Amendment to Declaration of Protective Covenants for ~~Third and~~ ^{Original, First, Second,} Addition to Bellhaven Plat as of the date set forth above. ~~Fourth~~

CERTIFICATION

As the owner of real property located at 4451 Ravine Way,
I/we do hereby certify the ~~Third~~ ^{Amended and Restated} Amendment to Declaration of Protective Covenants
for ~~Third and~~ ^{Original, First, Second,} Addition to Bellhaven Plat, per Provision 31 of the Declaration.
~~Fourth~~

Subscribed and sworn to before me
this 5th day of April, 2017.


Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Tom Ehrhardt
By: Tom Ehrhardt

Owner of 4451 Ravine Way

Subscribed and sworn to before me
this _____ day of April, 2017.

Hannah E. Smet
Hannah E. Smet, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

BALB Ehrhardt
By: BALB EHRHARDT

Owner of _____

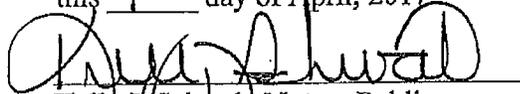
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

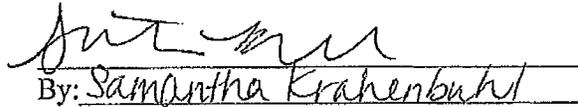
CERTIFICATION

As the owner of real property located at 4523 Bellhaven Ln,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 9th day of April, 2017



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.



By: Samantha Krahenbuhl

Owner of 4523 Bellhaven Ln

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

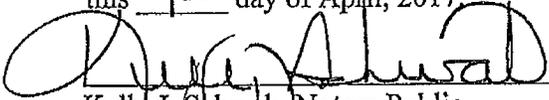
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4597 Bellhaven Ln.,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 9th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Mike Croninger
By: Mike Croninger

Owner of 4597 Bellhaven Ln.

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

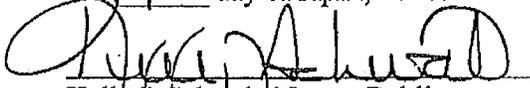
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4549 Bellhaven Ln.,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 9th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.



By: Tim Sauer

Owner of 4549 Bellhaven Ln

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

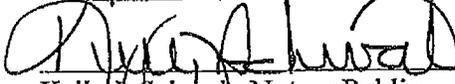
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2356 Roselawn Ln, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me this, 9th day of April, 2017.


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Michael Herrick
By: Michael G. Herrick

Owner of 2356 Roselawn Lane

Subscribed and sworn to before me this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

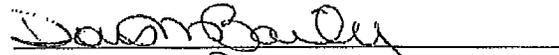
CERTIFICATION

As the owner of real property located at 4376 Ravine Way,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 9th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Davis Bailey

Owner of 4376 Ravine Way

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

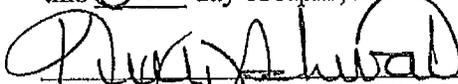
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

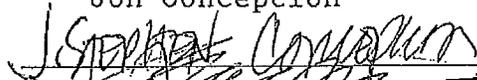
As the owner of real property located at 4485 Ravine Way,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 13th day of April, 2017



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Jon Concepcion


By: _____

Owner of 4485 Ravine Way
Oshkosh, WI 54904

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

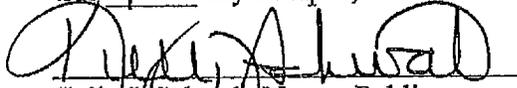
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

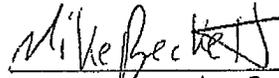
IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4377 Ravine Way,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 9th day of April, 2017.


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Michael Beckett

Owner of 4377 Ravine Way

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

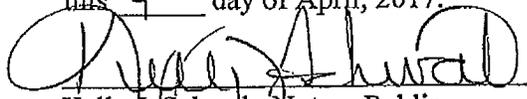
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4352 Ravine Way, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me this 9th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Kevin Leitz
By: Kevin Leitz

Owner of 4352 Ravine Way

Subscribed and sworn to before me this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

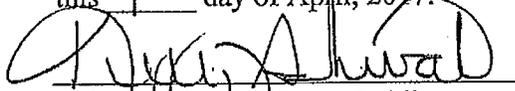
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2044 Crest Ct.,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 9th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Katherine Stang

Owner of 2044 Crest Ct

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

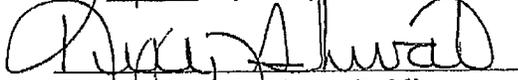
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

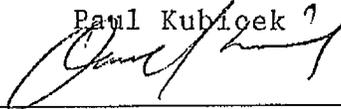
CERTIFICATION

As the owner of real property located at 2058 Crest Ct, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me this 9th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

Paul Kubicek


By: PAUL KUBICEK

Owner of 2058 CREST CT,

Subscribed and sworn to before me this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

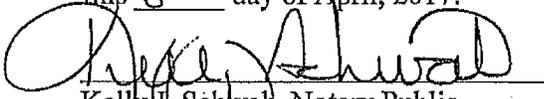
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 2395 Roselawn Ln., I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me this 8th day of April, 2017.


Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Scott T. Woodbridge

Owner of 2395 Roselawn Lane

Subscribed and sworn to before me this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

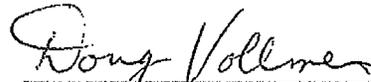
CERTIFICATION

As the owner of real property located at 4353 Bellhaven Ln., I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me this 8th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.



By: Doug Vollmer

Owner of 4353 BELLHAVEN LN.

Subscribed and sworn to before me this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

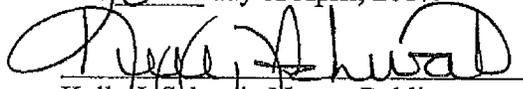
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

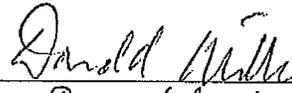
CERTIFICATION

As the owner of real property located at 4403 Bellhaven Lane, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 8th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Donald Miller

Owner of 4403 Bellhaven Lane

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

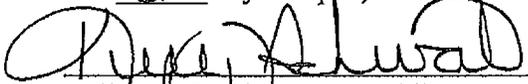
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4431 Bellhaven Lane,
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 8th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: LORRAINE STEVERSON

Owner of 4431 Bellhaven Lane

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

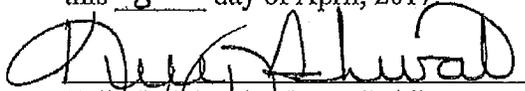
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

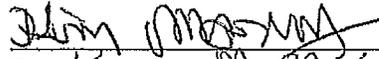
CERTIFICATION

As the owner of real property located at 4487 Bellhaven Lane, I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 8th day of April, 2017



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.


By: Kevin Mortenson

Owner of 4487 Bellhaven Lane

Subscribed and sworn to before me
this _____ day of April, 2017.

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

By: _____

Owner of _____

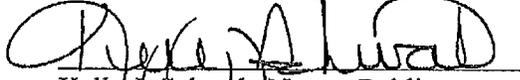
This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

IN WITNESS WHEREOF, the undersigned have executed this Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat as of the date set forth above.

CERTIFICATION

As the owner of real property located at 4329 Bellhaven Lane
I/we do hereby certify the Third Amendment to Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat, per Provision 31 of the Declaration.

Subscribed and sworn to before me
this 8th day of April, 2017.



Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.



By: Lisa A. Hansen

Owner of 4329 Bellhaven Ln

Subscribed and sworn to before me
this _____ day of April, 2017.

By: _____

Owner of _____

Kelly J. Schwab, Notary Public
Winnebago County, Wisconsin
My commission is permanent.

This instrument was drafted by:
Attorney Kelly J. Schwab
Schwab Legal Group, LLC
303 Pearl Avenue, Suite A
Oshkosh, WI 54901



8 3 8 6 6 3 7

Tx:4281769

1754176

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON
11/16/2017 8:11 AM
NATALIE STROHMEYER
REGISTER OF DEEDS
RECORDING FEE 30.00
PAGES: 73

State Bar of Wisconsin Form 00-2011
CORRECTION INSTRUMENT

Under Wis. Stat. § 706.085

Document Number

Document Name

Undersigned hereby states that a certain document ("conveyance") titled as Amended & Restated Declaration of Protective Covenants (type of document), and executed between _____, Grantor, and _____, Grantee, was recorded in Winnebago County, Wisconsin, on August 21, 2017, in volume _____, page _____, as document number 1747270, and contained the following error:

Exhibit 1 was not attached to the "Amended and Restated Declaration of Protective Covenants for Original, First, Second, Third and Fourth Addition to Bellhaven Plat."

Undersigned makes this Correction Instrument for the purpose of correcting the conveyance as follows:

Exhibit 1 is attached hereto and submitted for recording

Recording Area

Name and Return Address

Kelly J. Schwab
303 Pearl Avenue, Suite A
Oshkosh, WI 54901

The basis for Undersigned's personal knowledge is (check one):

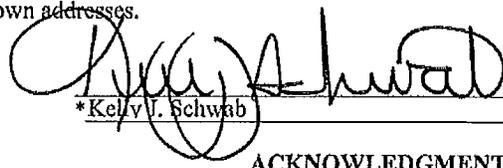
- Undersigned is the Grantor/Grantee of the property described in the conveyance.
- Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument
- Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument
- Other (Explain):

Parcel Identification Number (PIN)

A copy of the conveyance (in part or whole) is is not attached to this Correction Instrument (if a copy of the conveyance is not attached, attach the legal description).

Undersigned has sent notice of the execution and recording of this Correction Instrument by 1st class mail to all parties to the transaction that was the subject of the conveyance at their last known addresses.

Dated November 15, 2017

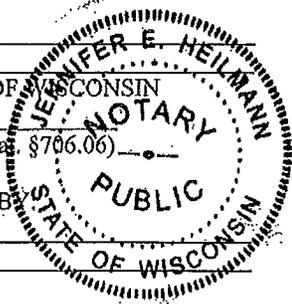
 (SEAL)
* Kelly J. Schwab

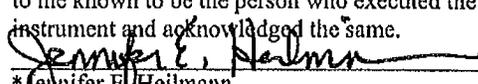
AUTHENTICATION

Signature of _____
authenticated on _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
Winnebago COUNTY)

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. §706.06)
THIS INSTRUMENT DRAFTED BY _____


Personally came before me on November 15, 2017
the above-named Kelly J. Schwab
to me known to be the person who executed the foregoing
instrument and acknowledged the same.
* 
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 07/31/2020)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

CORRECTION INSTRUMENT

STATE BAR OF WISCONSIN

FORM NO. 00-2011

* Type name below signatures.

C-73

EXHIBIT 1

Fences:

1. Definition
 - a. A containment system specific to vegetable or flower gardens
2. Location
 - a. Primary objective is to not be seen or have minimum visibility while viewing the front of the house from the street
 - i. Must be in the back of the house within imaginary lines parallel to the sides of the house
3. Visual Barrier
 - a. No "visual barrier" type fence will be allowed for garden fences
 - i. i.e. board on board, solid brick
4. Size
 - a. Not to exceed 250 sq. ft.
 - b. No one side to exceed 20 ft.
5. Height
 - a. Not to exceed 5.0 ft.
6. Materials
 - a. Metal generally consistent with the term "wrought iron" or painted steel
 - b. Brick to include brick columns
 - c. Synthetic material such as "Trex" or the equivalent
 - d. Treated wood only if it is painted, stained and maintained
 - e. No barbed wire or wire consistent with the term "chicken wire"
 - f. No electric fencing
7. Color
 - a. All material colors must be black, brown or what is consistent with "earth tones"
8. Maintenance
 - a. Painting and/or staining to remain current so as to avoid peeling, discoloration or what would be consistent with "ill repair"
9. Set Backs
 - a. A minimum of 10 to 12 feet from any property line
10. Approval
 - a. Any garden fence constructed after January 1, 2017 requires prior approval of the Architectural Control Committee
 - b. Garden fence proposal must include location, dimensions, materials and color of materials
11. Grandfather Clause
 - a. If consistent with the above requirements with the exception of 2.(a.)(i.) above
 - b. All grandfather clause considerations must be approved by the Architectural Control Committee
12. Compliance
 - a. Failure to comply with these guidelines will result in enforcement as outlined in Section 6.3. of the Bellhaven Property Owners Association, LTD.