Cover Sheet
Disclosure Documents

Name and Location of the Condominium:	East Field Condominium Two Village of Oostburg Sheboygan County, WI
Name and Address of Declarant:	Carol A Smies 120 S 1st Street Oostburg, WI 53070
Name and Address of Declarant's Agent:	Carol A Smies 120 S 1st Street Oostburg, WI 53070

1. **These are the legal documents covering your rights and responsibilities as a condominium owner. If you do not understand any provisions contained in them, you should obtain professional advice.**

2. **These disclosure materials given to you as required by law may, with the exception of the Executive Summary, be relied upon as correct and binding. For a complete understanding of the Executive Summary, consult the disclosure documents to which a particular Executive Summary statement pertains. Oral statements may not be legally binding.**

3. **You may at any time within 5 business days following receipt of these documents, or following notice of any material changes in these documents: cancel in writing the contract of sale and receive a full refund of any deposits made. If the seller delivers less than all of the documents required, you may, within 5 business days following receipt of the documents, deliver a request for any missing documents. If you timely deliver a request for missing documents, you may, at any time within 5 business days following the earlier of either the receipt of the requested documents or the seller's deadline to deliver the requested documents, cancel in writing the contract of sale and receive a full refund of any deposits made.**

Index

The disclosure materials the seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

4. Executive Summary – The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins on page three (3).
5. Restatement of Declaration – The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on page seven (7).
6. Floor plan and map – The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on Exhibit One, page twenty-two (22).
7. Merger Agreement – The agreement to merge East Field Condominium Two and East Field Condominium Three. The merger agreement begins on Exhibit Two, page twenty-eight (28).
8. Legal description – Legal description following the merger begins on Exhibit Three, page thirty-four (34).
9. By-laws – The by-laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The by-laws begin on page thirty-five (35).
10. Articles of Association – The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles of incorporation are part of the By-Laws.
11. Annual operating budget – The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of these charges which are in addition to mortgage and utility payments. The budget begins on page sixty-six (66)
12. Leases – There are no leases of property or facilities which are not a part of the condominium.
13. Statutory Reserve Account Statement – The Declarant has filed in the Office of the Register of Deeds for Sheboygan County, Wisconsin, a Statutory Reserve Account Statement. This statement begins on page sixty-seven (67).

FOR EXHIBIT SEE
VOL. 14 PAGE 437/443
DOC# 1974770

8180922
Tx:4062985

1974771
SHEBOYGAN COUNTY, WI
RECORDED ON
08/23/2013 4:13 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 9
PAGES: 36

SECOND AMENDMENT TO DECLARATION OF EAST FIELD CONDOMINIUM TWO -

Document Number	RESTATEMENT OF DECLARATION OF CONDOMINIUM FOR EAST FIELD CONDOMINIUM TWO (FOLLOWING MERGER WITH EAST FIELD CONDOMINIUM THREE) Title of Document

Record this document with the Register of Deeds

Name and Return Address:
Attorney John A. Graettinger
12750 West North Avenue, Suite B
Brookfield, WI 53005

59165720581 thru 59165720586
59165720701 thru 59165720714
(Parcel Identification Number)

SECOND AMENDMENT TO DECLARATION OF EAST FIELD CONDOMINIUM TWO

- RESTATEMENT OF DECLARATION OF CONDOMINIUM FOR EAST FIELD CONDOMINIUM TWO (FOLLOWING MERGER WITH EAST FIELD CONDOMINIUM THREE)

This Restatement of Declaration of Condominium (also hereinafter referred to as Reinstatement of Declaration) is made this 19th day of July, 2013, by the unit owners of the preexisting condominiums known as:

East Field Condominium Two

East Field Condominium Three

(The aforesaid preexisting condominiums hereinafter being collectively referred to as the Preexisting Condominiums.)

This Restatement of Declaration is adopted pursuant to a Merger Agreement executed pursuant to Section 703.275 of the Wisconsin Statutes (hereinafter referred as to as the Merger Agreement). A true and correct copy of the Merger Agreement is attached as Exhibit Two (2). For all purposes, the condominium created by this Restatement of Declaration is the legal successor resulting from the merger of the Preexisting Condominiums, and the operations and activities of both of the associations for the Preexisting Condominiums are merged into a single association which now holds all powers, rights, obligations, assets and liabilities of the associations for the Preexisting Condominiums. By virtue of the merger of the Preexisting Condominiums, the lands heretofore subject to the Condominium Ownership Act of the State of Wisconsin found in Chapter 703 of the Wisconsin Statutes (hereinafter the Act) remain subject to the Act; no lands are deleted, and no lands are added.

RECITALS

Section 1. Declarant and Submission to the Act: Gordon J. Veldboom, Jr., (hereinafter referred to as Declarant), was the original owner of the properties which were originally subjected to the Act as the Preexisting Condominiums by a declaration recorded by the Sheboygan County Register of Deeds on January 25, 2005 as Document No. 1756262 with respect to East Field Condominium Two and by a declaration recorded by said Register of Deeds on March 18, 2005 as Document No. 1760304 with respect to East Field Condominium Three. The property of each of the Preexisting Condominiums remains subjected to and submitted to the Act under this Restatement of Declaration.

Section 2. Name of Merged Condominium: Section 703.275(1) of the Wisconsin Statutes requires that the resultant condominium following merger of the Preexisting Condominiums must bear the name of one of the Preexisting Condominiums. Therefore, the name of the resultant condominium from the merger of the Preexisting Condominiums is East Field Condominium Two (hereinafter referred to as the Merged Condominium).

Section 3. Merged Condominium Number of Units and Expandability. The Merged Condominium shall consist of a total of twenty (20) units in ten (10) buildings with two units in each building and is not expandable.

Section 4. Legal Description of Property: The properties subjected to condominium ownership by this Restatement of Declaration are the combination of the properties originally subjected to the Act and to the described in the declarations of the Preexisting Condominiums which are as follows:

- Legal description for East Field Condominium Two:

  Units 1 and 2 in Building 1, Units 1 and 2 in Building 2, and Units 1 and 2 in Building 3, East Field Condominium Two, Village of Oostburg, Sheboygan County, Wisconsin, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a Declaration of East Field Condominium Two dated January 24, 2005, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on January 25, 2005, as Document No. 1756262 and the Plat of Condominium recorded January 25, 2005, in the office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 14 of Plats, upon Page 68, as Document No. 1756261.

  Being all of Lots 2, 3, 4, and 5 of East Field Subdivision, located in the NW 1/4 and the NE 1/4 of the SE 1/4 of Section 6, T. 13 N., R. 23 E., Village of Oostburg, Sheboygan County, Wisconsin.

- Legal description for East Field Condominium Three:

  Units 1 and 2 in Building 1, Units 1 and 2 in Building 2, Units 1 and 2 in Building 3, Units 1 and 2 in Building 4, Units 1 and 2 in Building 5, Units 1 and 2 in Building 6, and Units 1 and 2 in Building 7, East Field Condominium Three, Village of Oostburg, Sheboygan County, Wisconsin, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a Declaration of East Field Condominium Three dated March 15,

2005, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on March 18, 2005, as Document No. 1760304 and the Plat of Condominium recorded March 18, 2005, in the office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 14 of Plats, upon Pages 74 thru 79, as Document No. 1760303.

Being all of Lots 11, 12, 13, 14, and 15 of East Field Subdivision and Lots 16, 17 and 18, First Addition to East Field Subdivision, located in the NW 1/4 and the NE 1/4 of the SE 1/4 of the SE 1/4 of Section 6, T.13. N., R. 23. E., Village of Oostburg, Sheboygan County, Wisconsin.

The foregoing property of the Merged Condominium is hereinafter referred to as the Merged Condominium Property.

Section 5. Covenants, Conditions and Restrictions: Certain covenants, conditions and restrictions upon the use or uses of the Merged Condominium Property are set forth throughout this Restatement of Declaration.

NOW, THEREFORE, the unit owners of the Preexisting Condominiums by adoption of the Merger Agreement hereby establish the following plan for condominium ownership of the Merged Condominium Property and the buildings and improvements now and hereafter located thereon pursuant to the provisions of the Act and hereby declare that the Merged Condominium Property shall be held, occupied, used, transferred, sold and conveyed subject to the terms, conditions and restrictions of this Restatement of Declaration and the Act:

ARTICLE I.

DEFINITIONS

As used in this Restatement of Declaration, or in any amendment thereto, unless otherwise provided or unless the context requires otherwise, the following words/terms shall have the meaning set forth below.

Section 1.1 "Association": Shall mean and refer to East Field Condominium Two Owners Association, which association shall be an unincorporated, non-profit association, its successors and assigns.

Section 1.2 "Unit Owner": Shall mean, refer to and include every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title or a similar interest merely as security for the performance of an obligation) to any unit described in this Restatement of Declaration, and may also be referred to in this Restatement of Declaration as "Owner".

Section 1.3 "Merged Condominium Property": Shall mean and refer to the real property described in Section 4 of the RECITALS above, together with the buildings, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

Section 1.4 "Building": Shall refer to the several duplex structures identified herein and also depicted on the Restatement of Condominium plat filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Section 1.5 "Unit": Shall mean, refer to and include each part of the Merged Condominium Property designated as and intended for residential use, including one or

more cubicles of air at one or more levels in a building.

Section 1.6 "Common Elements": Shall mean, refer to and include all of the Merged Condominium Property except its units.

Section 1.7 "Limited Common Elements": Shall mean, refer to and include those parts of the common elements designated in this Restatement of Declaration or the condominium plat of the Merged Condominium as reserved for the use of a certain unit, units or building to the exclusion of other units or building.

Section 1.8 "Common Expenses" and "Common Surpluses": Shall mean, refer to and include the expenses and surpluses of the Association.

Section 1.9 "Living Area": Shall mean, refer to and include that part of the unit excluding the garage and storage areas, if any.

Section 1.10. (Intentionally omitted.)

ARTICLE II.

DESCRIPTION AND IDENTIFICATION OF BUILDINGS, UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 2.1 Description of Buildings: The ten (10) buildings shall each be a two (2) unit duplex type building as more particularly set forth on Exhibit One (1) attached hereto. Each building shall be designated by number as set forth on Exhibit One (1).

Section 2.2 Description of Units: Each of the two (2) units situated in the several buildings afore described shall be separately designated by an identifying number (1 and 2) as set forth on Exhibit One (1). Attached as Exhibit Three (3) is a summary of the current street addresses, tax key numbers, legal description of each unit in the Merged Condominium, and the prior legal descriptions of each unit in the Preexisting

Condominiums. The units shall be of the duplex type design and each unit will consist of a main floor, and a basement. The two levels shall be connected by interior stairways fully contained within each separate unit and access to the exterior of the building shall be had through separate exit/entry doors for each unit. The boundaries of each unit shall be as set forth in Article III, Section 3.3 below.

If any of the common or limited common elements shall encroach upon any unit, or any unit shall encroach upon any other unit whereupon any portion of the common or limited common elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist as long as the building stands. In interpreting the exhibit attached hereto, the existing physical boundaries of a unit or a unit which is constructed in substantial compliance with the plan thereof, shall be conclusively presumed to be within its boundaries rather than the dimensions expressed in the attached exhibit, regardless of settling or lateral movement of the building and regardless of minor variances between boundaries shown on the attached plans and those of the building.

Section 2.3 Description of Common Elements: The location of the common elements on the Merged Condominium Property are shown on Exhibit One (1) attached hereto and are also designated on the Condominium Plat of the Merged Condominium filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, and the items of property and facilities included within the meaning of said term are as stated in Section 1.6 of this Declaration. The owners of each unit shall have an undivided interest as tenants in common in the common elements as hereinafter described in this Restatement of Declaration.

Section 2.4 Description of Limited Common Elements: The limited common elements are designated on Exhibit One (1) with the initials L.C.E. The limited common elements shall consist of the driveway leading to the garage in each unit, and the porch or outside entryway attached to each unit. The limited common elements assigned to each unit shall be for the exclusive use of such unit and any subsequent conveyance of title of such unit shall pass with it as an appurtenance, the exclusive use of the common elements provided for in this Restatement of Declaration. The use of the limited common elements afore described shall be restricted to the purposes for which are herein designated and no owner shall use, add to, alter, modify or in any way change such limited common element in any manner contrary to provisions of this Restatement of Declaration or the By-Laws of the Association or any rules or regulations as may from time to time be adopted by the Association.

The limited common elements designated shall be subject to access under the provisions of this Restatement of Declaration, by By-Laws of the Association or any rules and regulations as may from time to time be adopted by the Association, such access including but not being limited to the purposes of maintenance, inspection and repair.

ARTICLE III.

PROPERTY RIGHTS

Section 3.1 Percentage of Undivided Interest in Common Elements: The percentage of undivided interest owned in the common elements (including the limited common elements, being a part thereof) and the facilities appertaining to each unit and its owner is 5% (i.e. 1/20th), which interest shall be conveyed with each unit.

Section 3.2 Status and Ownership of Units: Each unit, together with its undivided interest in the common elements and facilities shall constitute real property for all purposes, and the owner(s) of each unit shall be entitled to the exclusive ownership and possession thereof.

Section 3.3 Boundaries of Unit: The boundaries of the residential living area of each unit shall be the underside of the finished interior surfaces of its perimeter walls, floors and ceilings; such finished surfaces being included within the unit. In addition, a unit will contain a garage and/or storage areas. The interior space of said areas shall be included in the unit.

Section 3.4 Rights in Common Elements: Each owner, together with his family and guests, shall use the common elements for all purposes for which it was designed and intended. No owner, his family and guests may hinder or encroach upon the lawful rights of any other owner, such owner's family and guests or tenants with respect to such use, with the exception of the limited common elements as described in this Restatement of Declaration. Such rights to use the common elements shall be subject to all restrictions and limitations set forth in this Restatement of Declaration or in the By-Laws of the Association, and the rules and regulations adopted pursuant thereto.

Section 3.5 Easement of Enjoyment: Every owner shall have a nonexclusive right to an easement of enjoyment in and to the common elements, including, but not by way of limitation, a right and easement of ingress and egress over, upon and across the common elements necessary for access to such owner's unit. These rights and easement of enjoyment shall be appurtenant to and pass with the title to every unit, subject to the right of the unit owners to mortgage their interest in the common elements.

Section 3.6 Easements: The Merged Condominium Property shall be subject to the following easements, and all rights appurtenant thereto:

a. Any utility easement present now (see attached Exhibit 1) or necessary in the future as may be granted for gas, water, electrical, telephone services, cable television services and/or sewer, whether or not evidenced by an instrument in writing of public record.

b. Each unit may maintain a compact dish receiver attached to the common elements of the building appurtenant to the unit served by the compact dish, provided however, the Association may make such rules as may be necessary for the location on the building of such compact dish. Cable television may be afforded to the units within the Merged Condominium at the unit owner's option, and at the unit owner's expense.

c. Operable smoke detectors shall be maintained in all units.

d. To the extent necessary, each unit owner shall have an easement as may be required through the common elements of the Merged Condominium to maintain utilities including electricity, gas, telephone, cable television, sewer and water connections servicing the unit.

e. Each unit owner shall have an easement over the common elements as may be necessary to maintain, service and/or replace the sump pump(s) servicing the owner's unit.

f. Should any of the aforedescribed easements hereafter be required to be evidenced by a written instrument, the Declarant, during the time of construction of the Merged Condominium buildings and units reserves the right to convey the same in its name alone, which conveyance shall be binding upon each owner of any unit on the

Merged Condominium Property by the acceptance of title to a unit herein.

g. All the easements described in this section and all rights appurtenant thereto shall run with and bind the land in perpetuity and shall inure to the benefit and be binding upon the Declarant and each unit owner, their successors and assigns, and upon all parties having any (legal or equitable) right, title or interest in the Merged Condominium Property, their respective heirs, personal representatives, successors and assigns.

ARTICLE IV.

MEMBERS AND THEIR VOTING RIGHTS

Section 4.1 Members: Every record owner, whether one or more persons or entities, of a fee simple title (defined herein for clarification as including land contract vendees, but excluding those holding record title to a similar interest merely as security for the performance of an obligation) to a unit, whether existing or proposed (as described herein), shall be a member of the Association which shall administer the common elements.

Section 4.2 Voting Rights: Each unit, whether existing or proposed shall be entitled to one vote only. If an owner shall own more than one unit, such owner shall be entitled to one vote for each unit owned. If there exists more than one owner of a unit, then they shall determine between themselves who has the right to cast the one vote or may divide their vote in relationship to their ownership interest in the unit, but in no event shall the owners of any one unit, if there be more than one, have more than one vote.

ARTICLE V.

ASSESSMENTS

The manner of assessing against and collecting from unit owners their respective shares of the common expenses and their rights to the common surpluses shall be set forth in the By-Law. Notwithstanding the foregoing, the annual assessment, or the pro-rata portion thereof, as to each unit shall commence on the date an occupancy permit is issued for such unit by the Village of Oostburg.

[Deleted in its entirety.]

ARTICLE VI.

DAMAGE AND DESTRUCTION OF PROPERTY - INSURABLE RISKS

Section 6.1 Repair and Reconstruction After Damage: In the event of any damage to or destruction of the property of the Merged Condominium as a result of fire or other casualty and the damage is less than a total loss to said common elements, repairs shall promptly be undertaken by the Association to reconstruct the property to a condition compatible with the remainder of the Merged Condominium. Any cost of repair or reconstruction in excess of the available insurance proceeds shall be a common expense.

Section 6.2 Total Loss or Loss in Excess of Insurance Proceeds: In the event the common elements of the Merged Condominium are damaged to an extent more than the available insurance proceeds or the Merged Condominium property is damaged to the extent that it is a total loss for insurance purposes, the Merged Condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having one hundred (100%) percent of the votes. In the case of partition, the net

proceeds of sale together with the net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements and shall be distributed in accordance with the priority of interests in each unit.

ARTICLE VII.

ARCHITECTURAL CONTROL

Section 7.1: No building, fence, wall or other structure (except those contemplated in the original declarations of the Preexisting Condominiums, the original plans of the Preexisting Condominiums and the original plats) shall be commenced, erected or maintained upon the common elements of the Merged Condominium, nor shall any addition, change or alteration be made to or on the building exteriors until the plans and specifications showing the nature, kind, shape, height, materials, color and location thereof shall have been submitted to and approved by the Board of Directors of the Association. In the event the Board of Directors fails to approve such plans and specifications within thirty (30) days of their submission, such plans and specifications shall be deemed to have been disapproved. It is contemplated by this article that the exterior appearance of the several buildings upon the Merged Condominium Property be compatible with all other buildings located on the Merged Condominium Property.

Section 7.2: A unit owner may make any improvements or alterations within the unit owner's unit that do not impair the structural integrity or lessen the support of any portion of the Merged Condominium, and that do not create a nuisance substantially affecting the use and enjoyment of the other units in the Merged Condominium, or the common elements of the Merged Condominium.

ARTICLE VIII.

MAINTENANCE AND REPAIR

Section 8.1: All maintenance and repair to the individual unit(s), including the limited common elements assigned thereto, shall be made by the individual unit owner unless otherwise provided herein, but such maintenance and repair shall not include structural alteration or repair to the buildings themselves. Included within the unit owner's responsibility for maintenance and repair are all windows, doors (exterior and interior), glass, garage doors and openers, appliances (refrigerator, stove, dishwasher, clothes washer and dryer, whether included with the unit or added to the unit after purchase) furnaces, air conditioners, hot water heaters, water softeners, plumbing fixtures connections, sinks and other plumbing within the unit, floor coverings, interior surfaces of walls, ceilings and floors, light fixtures, interior electric wiring, outlets and panels, smoke alarms, doorbells and locks. Each unit owner shall be responsible for all damages to any other unit or to the common or limited common elements facilities resulting from the misconduct, negligence or misuse of the common or limited common elements of the facilities on the part of said unit owner.

Section 8.2: Each unit owner shall be responsible for, and pay for any damage caused by the unit owner, his agents, invitees and lessees to another unit(s), to the common elements or to the limited common elements resulting from the misconduct, negligence or misuse of the common elements or facilities by such owner, his agents, invitees and lessees. Any charge to a unit owner pursuant to this section shall be treated as a condominium assessment and shall be subject to same rights of the Association as to collection as any other condominium assessment as set forth in Article V hereinabove.

Section 8.3: All maintenance, repairs and replacements to and within the common elements, shall be undertaken by action of the Board of Directors and shall be charged to all units as a common expense as set forth in Article V, above, unless necessitated by the negligence, misuse or neglect of a unit owner, his agents, invitees and lessees, in which case the expense for such maintenance, repair and replacement shall be charged to said unit owner(s).

ARTICLE IX.

USE RESTRICTIONS

Section 9.1 Residential Use: Each unit is intended for and its use shall be restricted to a single family residence only. Special rules relating to occupancy are set forth in detail in the By-Laws of the Association and may be further set forth in any rules established by the Association as are permitted by said By-Laws.

Section 9.2: No nuisance shall be allowed on the Merged Condominium property nor shall any use or practice be allowed which is a source of annoyance to its residents or interferes with the peaceful possession or proper use of the property by its residents.

Section 9.3: No signs of any kind shall be displayed to public view on the Merged Condominium Property except those approved and authorized in advance by the Board of Directors of the Association.

Section 9.4 Additional Rules and Regulations: In addition to the foregoing, the Association may from time to time adopt reasonable rules and regulations pursuant to the By-Laws of the Association which regulations impose additional use restrictions on the Merged Condominium Property.

ARTICLE X.

INSURANCE

Section 10.1 Property Insurance: The Board of Directors shall be required to obtain and maintain fire insurance with extended coverage, vandalism and malicious mischief endorsements, or other appropriate insurance coverage, insuring all Merged Condominium Property, but not including furniture, furnishings or personal property owned by or located in units. Such insurance shall cover the Merged Condominium Property and shall name as insureds the Association, the Board of Directors, the unit owners and their mortgagees as their interest may appear and such insurance shall be in an amount equal to the full replacement value of the buildings without deduction for depreciation.

Section 10.2: Each policy shall provide that proceeds shall be payable to the Board of Directors or an insurance trustee as may be provided for in the By-Laws of the Association in trust for all unit owners and their mortgagees as their interest may appear.

Section 10.3 Policy Requirements: All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least 30 days prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least 10 days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance

company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be affected pursuant to this section.

Section 10.4 Public Liability Insurance: The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. [Language omitted.] Such public liability insurance shall be in a single limit of at least One Million ($1,000,000.00) Dollars covering all claims for bodily injury or property damage arising out of one occurrence. Such insurance shall provide liability coverage for all common and limited common elements set forth herein in Exhibit One (1) hereto.

Section 10.5 Additional Insurance: Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors. Each unit owner is responsible for obtaining such liability insurance as is necessary to insure his interest and liability for damages arising from the use and occupancy of his premises as may be made by third parties and is further

responsible for obtaining such property insurance as may be necessary to insure the unit owner's interest in personal or other property located within the unit, or elsewhere on the Merged Condominium Property. Unit owners have an insurable interest in their personal property, appliances, fixtures, wall and floor coverings and any improvement to their unit completed after the initial construction of the unit.

ARTICLE XI.

GENERAL PROVISIONS

Section 11.1 Covenants and Enforcement: All of the requirements imposed upon the owners of the Merged Condominium Property by this Restatement of Declaration shall be deemed to constitute covenants, conditions, restrictions or easements which shall run with and bind the property submitted to condominium ownership until removed from the provisions of the Condominium Ownership Act of Wisconsin, and shall be binding upon and inure to the benefit of such property and all present and future parties having any legal or equitable right, title or interest therein, their respective heirs, personal representatives, assignees and successors. The Association and/or any owner shall have the right to enforce all such covenants, conditions, restrictions or easements now or thereafter imposed by this Restatement of Declaration and the By-Laws and the rules and regulations of the Association by any proceeding at law or in equity. Failure to proceed with such enforcement shall not be deemed or constitute a waiver of the right to therefore enforce the original or any subsequent violation.

All charges, fines or assessments against specific units or unit owners for damages to the Merged Condominium or for penalties for violations of the Restatement of Declaration, By-Laws or Association rules shall be enforceable against the responsible

unit owner by the Association by the same means and in the same manner the Association has with respect to collection of delinquent assessments under the Bylaws.

Without limitation, the Association, acting through the Board of Directors, may in the absence of a unit owner, or owners, failing to maintain their unit or the limited common elements attached to such unit, complete such maintenance and repair as may be necessary and charge the cost of such maintenance and repair to the unit owner, collectable in the same manner as assessments as set forth in Article V, above.

Section 11.2 Additional Rights of Mortgage Holders: The holder of any mortgage of any unit or units which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated herein, shall have the right to receive written notice by mail of the call of any meeting of the membership of the Board of Directors of the Association to be held for the purposes considering any proposed amendment to this Restatement of Declaration or the By-Laws of the Association. Further, the Board of Directors of the Association shall give, if also requested as provided herein, a notice of any default of any unit owner as to any of the provisions of this Restatement of Declaration (language omitted) and the By-Laws thereunder, simultaneously with giving the required notice to any unit owner for such violation. Further, if requested, the Board of Directors shall give notice in writing to any mortgage holder of any damage in excess of One Thousand ($1,000.00) Dollars to the Merged Condominium Property in the event of a casualty loss.

Section 11.3 Amendment of Declaration: This Restatement of Declaration may be amended by unit owners by vote of seventy-five (75%) percent the unit owners voting for such amendment at the meeting duly held in accordance with the provisions of the

By-Laws of the Association. Further, Section 11.2 relating to the rights of mortgage holders shall be complied with. All amendments to the Restatement of Declaration shall be in writing, and shall be recorded in the office of the Register of Deeds in the county in which the Restatement of Condominium Declaration is originally recorded, and joined by the first mortgagee of the unit owner, or the holder of an equivalent security interest in the unit owner's property to be effective as to that unit.

Section 11.4 Termination of Condominium Plan: This condominium plan may be terminated only upon compliance with and in accordance to the provisions of Section 703.28 of the Wisconsin Condominium Ownership Act.

Section 11.5 Other Assessments: Should any local government unit levy an assessment for public improvements against any part of the Merged Condominium Property, such assessments shall be paid by the Association as a common expense, and the share thereof allocated to each unit as provided in this Restatement of Declaration shall become and be added to the assessments against each unit.

Section 11.6 Resident Agent and Address: The name and address of the Association's resident agent under Wisconsin Statutes §703.23 shall be David Markgraf, 122 South 1st Street, Oostburg, WI 53070, P.O. Box: 700382, Oostburg, WI 53070. The Board of Directors of the Association may from time to time designate a successor which shall be in effect by compliance with statutory provisions of the State of Wisconsin therefor.

Section 11.7 Severability: In the event any one or more of the covenants, conditions, restrictions or easements contained in this Reinstatement of Declaration is declared invalid, such invalid provision shall in no way affect any other provision of this

Reinstatement of Declaration which shall remain in full force and effect.

IN WITNESS WHEREOF, the Unit Owners of the Preexisting Condominiums, by the required written vote, have approved the merger of the Preexisting Condominiums into the Merged Condominium in accordance with the Restatement of Declaration as set forth above and have directed the president and secretary of the association for the Merged Condominium to execute and record this document with the Sheboygan County Register of Deeds.

Dated this 19th day of July, 2013.

East Field Condominium Two Owners Association
(as the unincorporated association of unit owners for the Merged Condominium)

By: _____ - President
Lamont Rauwerdink

Attest:

Carol A Smies -Secretary
Carol Smies

Acknowledgment

STATE OF WISCONSIN)
)
SHEBOYGAN COUNTY)

Personally came before me this 19th day of July , 2013, Lamont Rauwerdink and Carol Smies to me known to be the person who executed the foregoing instrument, and to me known to be the president and secretary of an unincorporated entity known as East Field Condominium Two Owners Association, and who acknowledged that he/she executed the foregoing instrument for said entity by her authority.

Shirley Hart
Notary Public, State of Wisconsin
My commission (expires) (is): 12-14-14

Drafted by:
Attorney John A. Graettinger
Wisconsin State Bar No. 1015469

EAST FIELD CONDOMINIUM TWO - ADDENDUM I

(BEING A MERGER OF EAST FIELD CONDOMINIUMS TWO AND THREE)

SHEET 1 OF 7

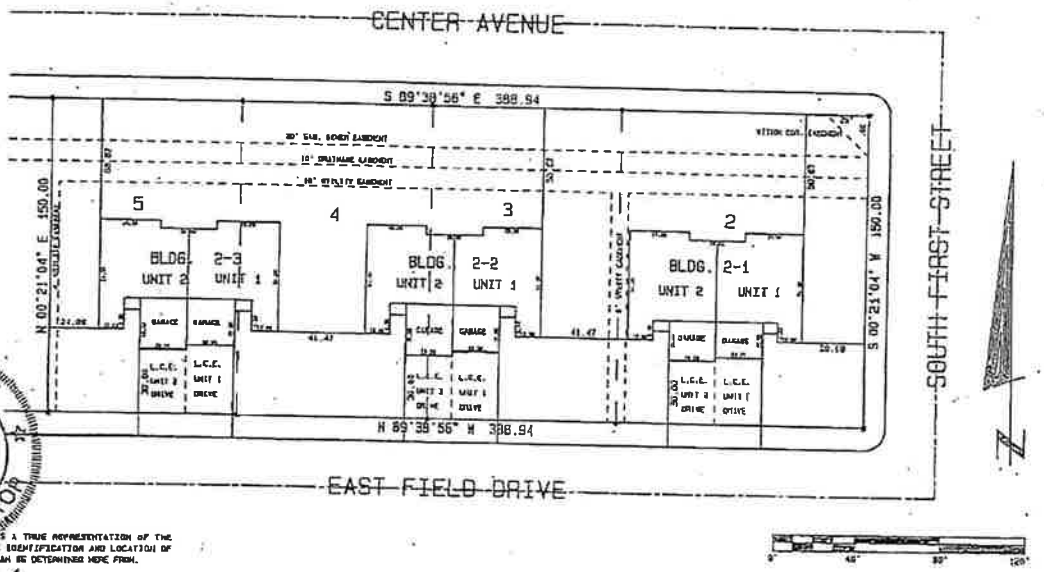
DESCRIBED AS: Units 1 and 2 in Building 1, Units 1 and 2 in Building 2, and Units 1 and 2 in Building 3, East Field Condominium Two, Village of Oostburg, Sheboygan County, Wisconsin being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a Declaration of East Field Condominium Two dated January 24, 2005, and recorded in the Office of Register of Deeds for Sheboygan County, Wisconsin on January 25, 2005, as Document No. 1758252 and the Plat of Condominium recorded January 25, 2005, in the office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 14 Of Plats upon Page 56, as Document No. 1758248.

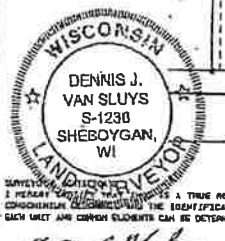
Being all of Lots 2, 3, 4, and 6 of East Field Subdivision, located in the NW 1/4 and the NE 1/4 of the SE 1/4 of Section 6, T.13 N., R.23 E., Village of Oostburg, Sheboygan County, Wisconsin.

ALSO

Units 1 and 2 in Building 1, Units 1 and 2, in Building 2, Units 1 and 2 in Building 3, Units 1 and 2 in Building 4, Units 1 and 2 in Building 5, Units 1 and 2 in Building 6, and Units 1 and 2 in Building 7, East Field Condominium Three, Village of Oostburg, Sheboygan County, Wisconsin, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a Declaration of East Field Condominium Three dated March 15, 2005, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on March 18, 2005, as Document No. 1760364 and the Plat of Condominium recorded March 28, 2005, in the office of the Register of Deeds for Sheboygan County, Wisconsin in Volume 14 Of Plats, upon Pages 74 thru 78, as Document No. 1760360.

Being all of Lots 11, 12, 13, 14, and 15 of East Field Subdivision and Lots 16, 17 and 18, First Addition to East Field Subdivision, located in the NW 1/4 and the NE 1/4 of the SE 1/4 of Section 6, T.13 N., R.23 E., Village of Oostburg, Sheboygan County, Wisconsin.





SURVEYOR'S CERTIFICATE: I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

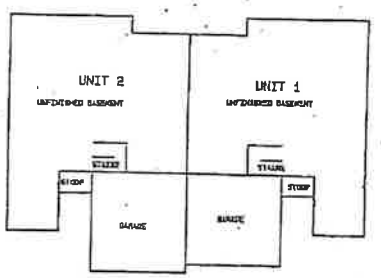
DENNIS J. VAN SLUYS R.L.S. S-1230

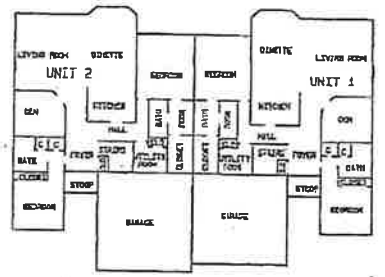
DATED THIS 12K DAY OF JULY, 2015.

0 40' 80' 120'

● = IRON PIPE

BASEMENT FLOOR
1"=20'





FIRST FLOOR
1"=20'

DATA/OOSTBURG/EFCOND02/ C-214

EXHIBIT ONE-(1)

22

EAST FIELD CONDOMINIUM TWO - ADDENDUM I

(BEING A MERGER OF EAST FIELD CONDOMINIUMS TWO AND THREE)

SHEET 2 OF 7

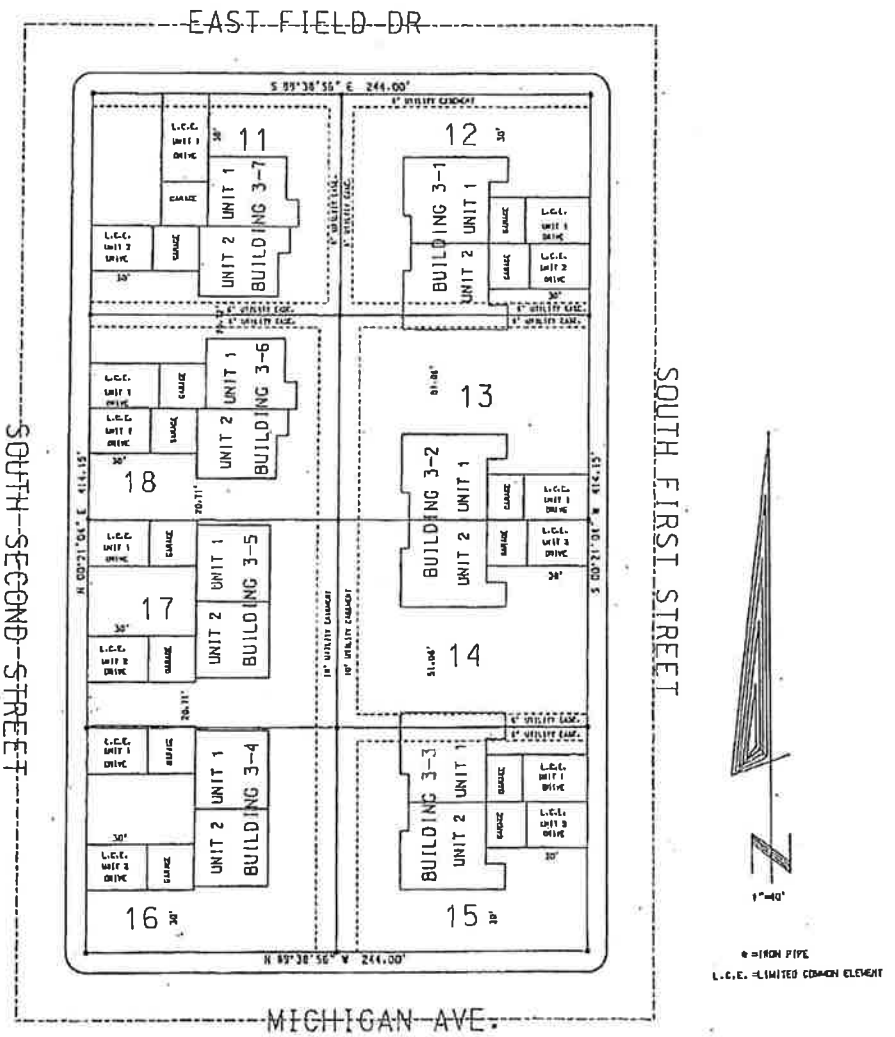
WISCONSIN
DENNIS J. VAN SLUYS S-1238 SHEBOYGAN, WI
LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

DENNIS J. VAN SLUYS R.L.S.-1238

DATED THIS 8th DAY OF July, 2013



OOSTBURG/EFCOND02/ESTFLD1.MAP C-217

EXHIBIT ONE (1) CONTINUED

EAST FIELD CONDOMINIUM TWO - ADDENDUM I

(BEING A MERGER OF EAST FIELD CONDOMINIUMS TWO AND THREE)

SHEET 3 OF 7

SURVEYOR'S CERTIFICATE

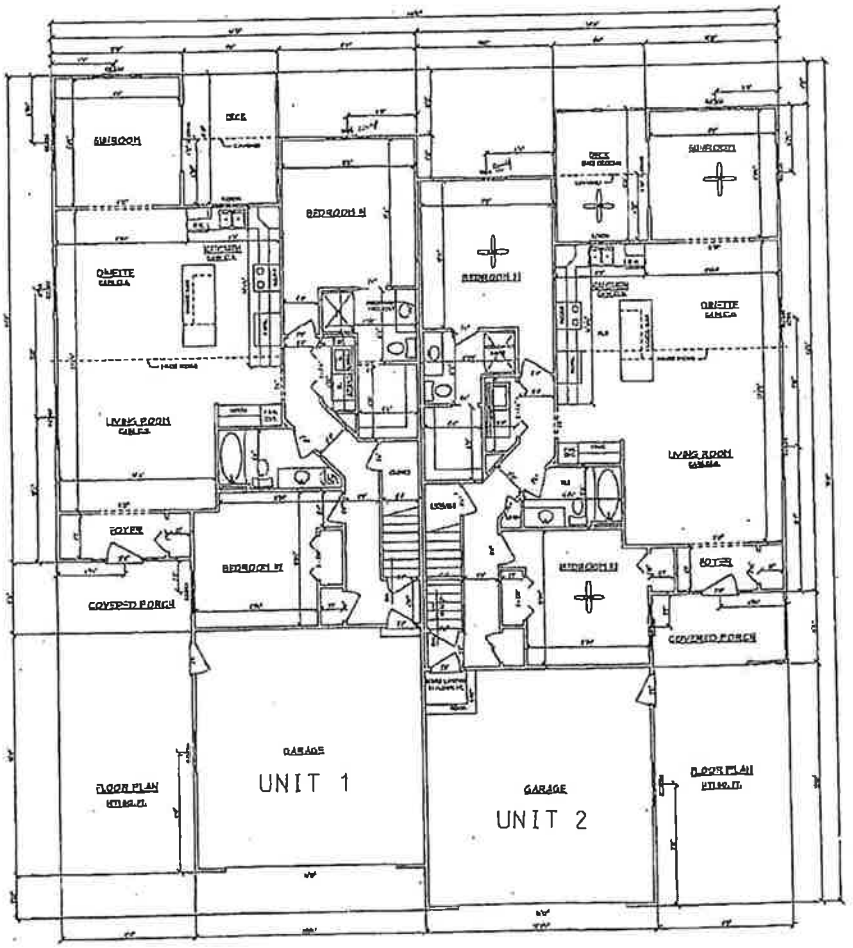
I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

DENNIS J. VAN SLUYS

DATED THIS 12th DAY OF [illegible], 19[illegible]

WISCONSIN
DENNIS J. VAN SLUYS
S-1238
SHEBOYGAN, WI
LAND SURVEYOR

BUILDINGS 3-6 & 3-7



FIRST FLOOR

DATA/OOSTBURG/EFCOND02/ESTFLD4.MAP C-217

EXHIBIT ONE (1) continued

EAST FIELD CONDOMINIUM TWO - ADDENDUM I

(BEING A MERGER OF EAST FIELD CONDOMINIUMS TWO AND THREE)

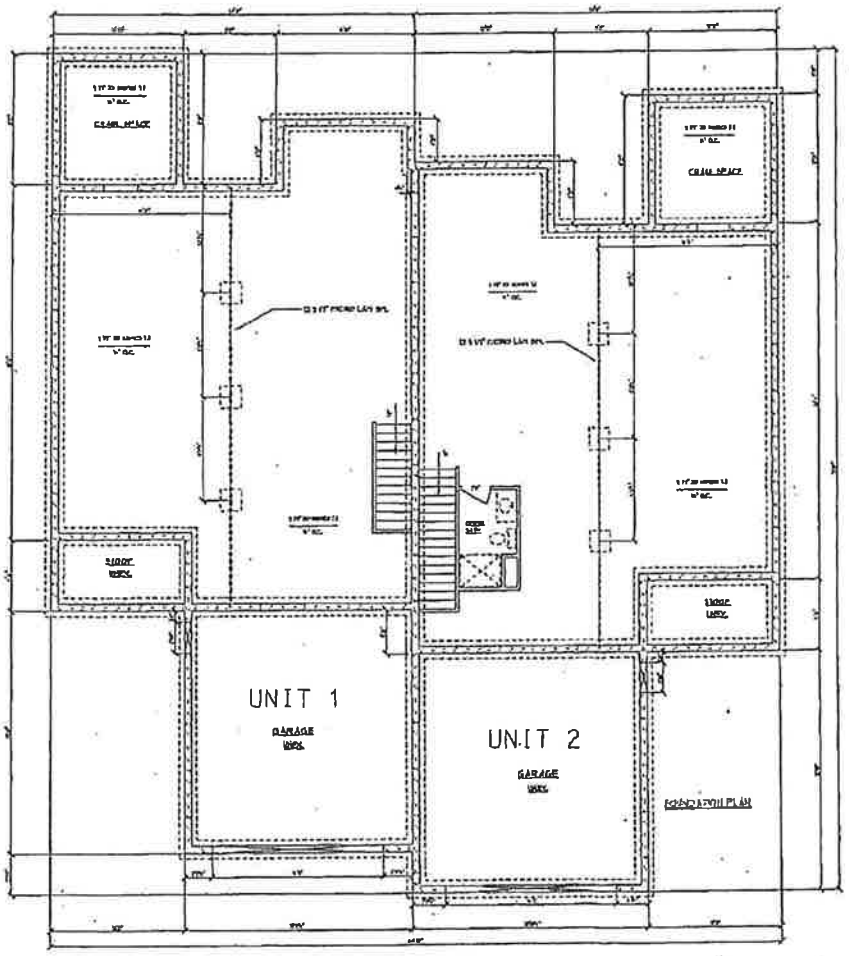
SHEET 4 OF 7

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HEREFROM.

DATED THIS 12 DAY OF SEPT, 2013

BUILDINGS 3-6 & 3-7



BASEMENT PLAN

DATA/OOSTBURG/EFCOND02/ESTFLD4.MAP C-217

EXHIBIT ONE (1) CONTINUED

EAST FIELD CONDOMINIUM TWO - ADDENDUM I

(BEING A MERGER OF EAST FIELD CONDOMINIUMS TWO AND THREE)

SHEET 5 OF 7

SURVEYOR'S CERTIFICATE

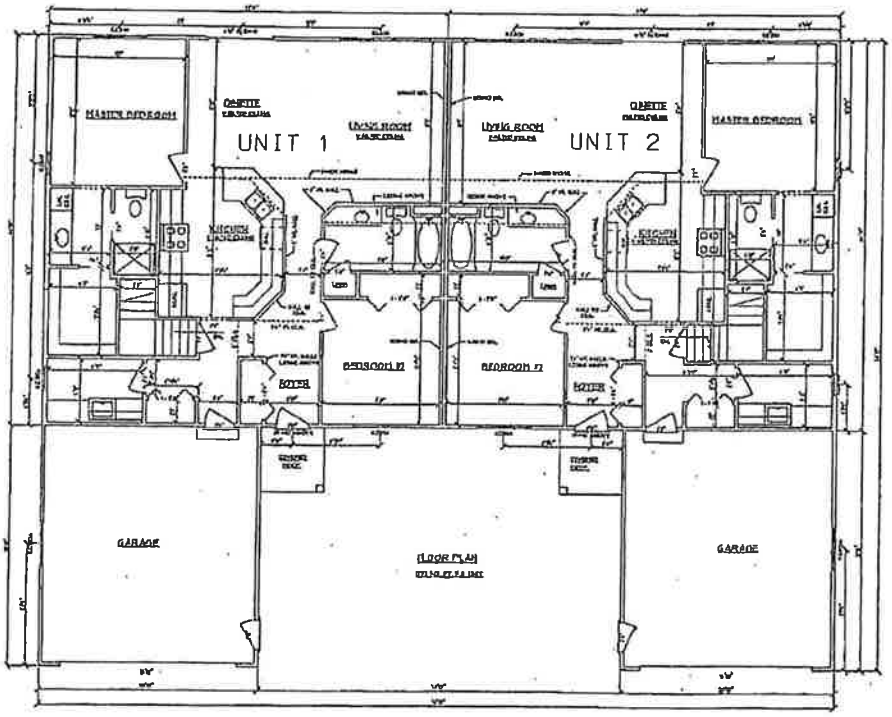
I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

DENNIS J. VAN SLUYS S.R.L.S.-1236

DATED THIS 27 DAY OF July, 1993

WISCONSIN
DENNIS J. VAN SLUYS
S-1233
SHEBOYGAN, WI
LAND SURVEYOR

BUILDINGS 3-4 & 3-5



FIRST FLOOR

DATA/OOSTBURG/EFCONDO2/ESTFLD4.MAP C-217

EXHIBIT ONE (1) CONTINUED

EAST FIELD CONDOMINIUM TWO - ADDENDUM I

(BEING A MERGER OF EAST FIELD CONDOMINIUMS TWO AND THREE)

SHEET 6 OF 7

SURVEYOR'S CERTIFICATE

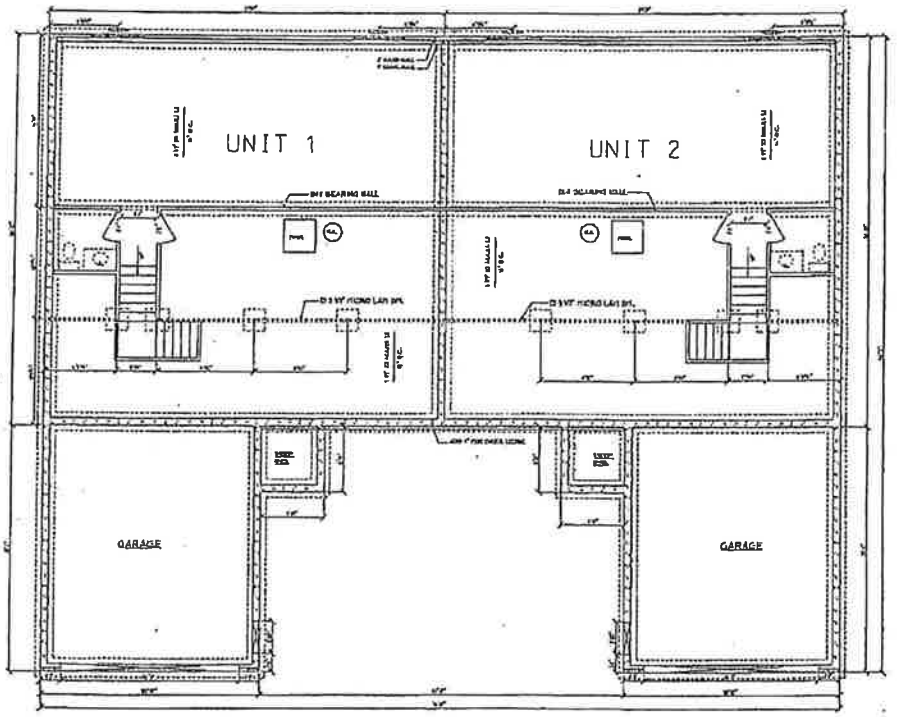
I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

DENNIS J. VAN SLUYS W.R.L.S.-1238

DATED THIS 12th DAY OF July 2013

WISCONSIN
DENNIS J.
VAN SLUYS
S-1238
SHEBOYGAN,
WI
LAND SURVEYOR

BUILDINGS 3-4 & 3-5



BASEMENT PLAN

DATA/OOSTBURG/EFCOND02/ESTFLD4.MAP` C-217

EXHIBIT ONE (1) CONTINUED

EAST FIELD CONDOMINIUM TWO - ADDENDUM I

(BEING A MERGER OF EAST FIELD CONDOMINIUMS TWO AND THREE)

SHEET 7 OF 7

WISCONSIN
DENNIS J.
VAN SLUYS
S-1238
SHEBOYGAN,
WI
LAND SURVEYOR

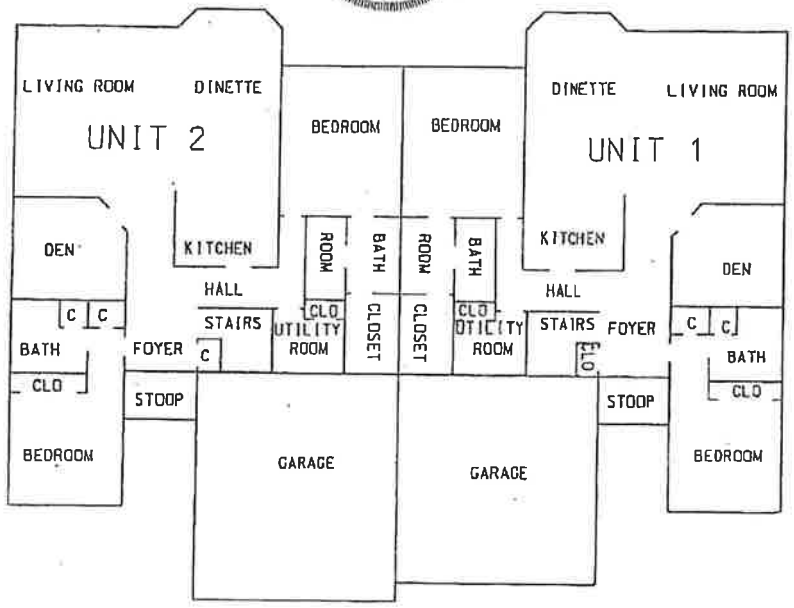
SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENTS CAN BE DETERMINED HERE FROM.

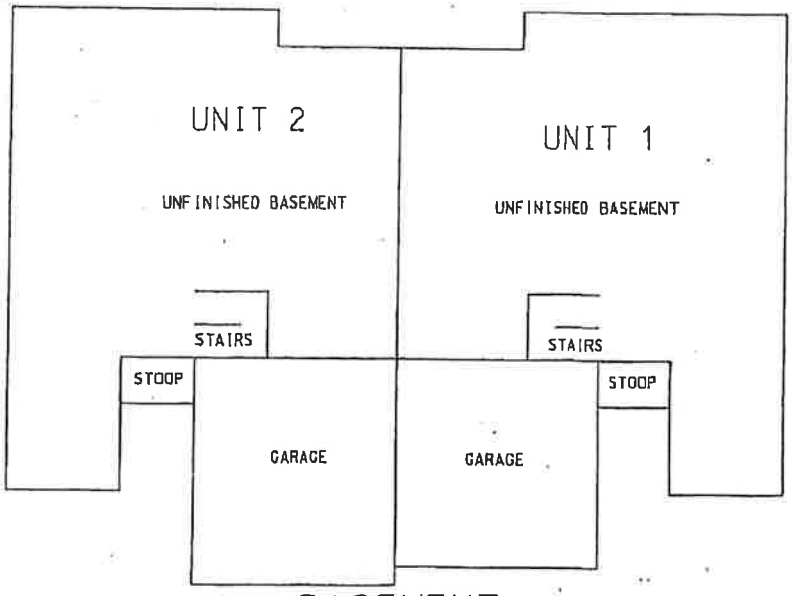
DENNIS J. VAN SLUYS W.L.S.-1238

DATED THIS 12 DAY OF [illegible] 2013

BUILDING 2 & 3-3



FIRST FLOOR



BASEMENT

DATA/COOSTBURG/EFCONO02/EFCONDO3.MAP C-21T

EXHIBIT ONE (1) CONTINUED

MERGER AGREEMENT

This is an agreement to merge East Field Condominium Two having 6 units and East Field Condominium Three having 14 units, both condominiums being located in Sheboygan County, Wisconsin (hereinafter the Preexisting Condominiums).

WHEREAS, each of the Preexisting Condominiums by consent and approval of their Unit Owners, have confirmed that the Preexisting Condominiums should merge as permitted under Wisconsin Statutes §703.275;

WHEREAS, each of the Preexisting Condominiums have voted in writing in favor of the merger by a vote at least seventy-five percent (75%) of all the Unit Owners of each Preexisting Condominiums;

IT IS THEREFORE RESOLVED that the members of the Preexisting Condominiums adopt this Merger Agreement in compliance with Wisconsin Statutes §703.275:

Terms

1. The newly merged condominium must by law bear the name of one of the former condominiums. Therefore, the merged condominium shall be known as East Field Condominium Two (hereinafter the Merged Condominium). The association for the Merged Condominium shall be

EXHIBIT TWO (2)

a non-profit, unincorporated entity known as East Field Condominium Two Owners Association.

2. The Merged Condominium is for all purposes the legal successor of the Preexisting Condominiums. The operations and activities of both of the associations of the Preexisting Condominiums shall be merged into Owners Association of East Field Condominiums Two and Three which shall hold all powers, rights, obligations, assets and liabilities of the pre-existing associations of the Preexisting Condominiums.

3. The covenants, conditions, restrictions and benefits of the declarations of the Preexisting Condominiums and of the bylaws of the separate associations of the Preexisting Condominiums shall insofar as practicable, remain in force subject to the changes stated herein.

4. Each unit owner of the Merged Condominium shall have a five percent (5%) undivided interest in the common elements of the Merged Condominium, five percent (5%) being the quotient of one divided by twenty (20).

5. Each unit owner in the Merged Condominium shall have one vote for all purposes of governance of the Merged Condominium.

6. Commencing with the annual meeting in 2013, there shall be three directors with staggered terms of three years each.

7. A restated declaration of the Merged Condominium is adopted as

EXHIBIT TWO (2) (continued)

attached. The restated declaration will be recorded with the Sheboygan County Register of Deeds and this Merger Agreement shall be attached as an exhibit thereto.

8. The plats of condominium for each Preexisting Condominium shall be amended to combine them for purposes of documenting the merger of the Preexisting Condominiums. The amended plat of the Merged Condominium will be recorded at the time of recording the restated declaration without change to the previously existing site plans and delineation of common elements.

9. A new set of bylaws for the association of the Merged Condominium is adopted in conformity with the bylaws which were consented to and approved by the unit owners at the time of the vote on this Merger Agreement.

Secretarys' Certifications of Votes for Approval of Merger Agreement Between East Field Condominium Two and East Field Condominium Three and for Approval of Resulting Restatement of Condominium of Merged Condominiums

I, Carolyn Van Driest, being the Secretary of East Field Condominium Two Owners Association, acting as the association of unit owners of East Field Condominium Two (being a condominium consisting of 6 units created by a

declaration originally recorded by the Sheboygan County Register of Deeds on January 25, 2005 as Document No. 1756262) certify as follows:

- A special meeting of unit owners of East Field Condominium Two was duly called and held on June 15, 2013 for purposes of seeking the required vote consenting to and approving the attached Restatement of Declaration, including the Merger Agreement attached as Exhibit Two (2).
- The vote was taken by written ballot.
- At least 75% of the unit owners (including the written approval of first mortgage lenders as required) consented to and approved the Restatement of Declaration and Merger Agreement.
- The written ballots are on file with the records of the association.

Signed this 19th day of July, 2013.

Carolyn Van Driest

Carolyn Van Driest

EXHIBIT TWO (2) (continued)

Acknowledgment

STATE OF WISCONSIN)
)
SHEBOYGAN COUNTY)

Personally came before me this 19th day of July, 2013,Caroyn Van Driest to me known to be the person who executed the foregoing instrument, and to me known to be the secretary of an unincorporated entity known as East Field Condominium Two Owners Association, and who acknowledged that she executed the foregoing instrument for said entity by her authority.

Shirley Hart
Notary Public, State of Wisconsin
My commission (expires) (is): 12-14-14

I, Carol Smies, being the Secretary of East Field Condominium Three Owners Association, acting as the association of unit owners of East Field Condominium Three (being a condominium consisting of 14 units created by a declaration originally recorded by the Sheboygan County Register of Deeds on March 18, 2005 as Document No. 1760304) certify as follows:

- A special meeting of unit owners of East Field Condominium Three was duly called and held on June 15, 2013 for purposes of seeking the required vote consenting to and approving the attached Restatement of Declaration, including the Merger Agreement attached as Exhibit Two (2).
- The vote was taken by written ballot.
- At least 75% of the unit owners (including the written approval of first mortgage lenders as required) consented to and approved the Restatement of Declaration and Merger Agreement.

EXHIBIT TWO (2) (continued)

- The written ballots are on file with the records of the association.

Signed this 19th day of July, 2013.

Carol A Smies

Carol Smies

Acknowledgment

STATE OF WISCONSIN)
)
SHEBOYGAN COUNTY)

Personally came before me this 19th day of July , 2013, Carol Smies to me known to be the person who executed the foregoing instrument, and to me known to be the secretary of an unincorporated entity known as East Field Condominium Three Owners Association, and who acknowledged that she executed the foregoing instrument for said entity by her authority.

Shirley Hart

Notary Public, State of Wisconsin
My commission (expires) (is): 12-14-14

EXHIBIT TWO (2) (continued)

Street Address:	Tax Key No.:	New legal description following merger of East Field Condominium Two and East Field Condominium Three:	Old legal description prior to merger of East Field Condominium Two and East Field Condominium Three:
106 East Field Drive	59165720581	Unit 1, Building 2-1 East Field Condominium Two	Unit 1, Building 1 East Field Condominium Two
110 East Field Drive	59165720582	Unit 2, Building 2-1 East Field Condominium Two	Unit 2 Building 1 East Field Condominium Two
116 East Field Drive	59165720583	Unit 1, Building 2-2 East Field Condominium Two	Unit 1, Building 2 East Field Condominium Two
118 East Field Drive	59165720584	Unit 2, Building 2-2 East Field Condominium Two	Unit 2, Building 2 East Field Condominium Two
Not yet assigned	59165720585	Unit 1, Building 2-3 East Field Condominium Two	Unit 1, Building 3 East Field Condominium Two
Not yet assigned	59165720586	Unit 2, Building 2-3 East Field Condominium Two	Unit 2, Building 3 East Field Condominium Two
108 South 1st Street	59165720701	Unit 1, Building 3-1 East Field Condominium Two	Unit 1, Building 1 East Field Condominium Three
110 South 1st Street	59165720702	Unit 2, Building 3-1 East Field Condominium Two	Unit 2, Building 1 East Field Condominium Three
120 South 1st Street	59165720703	Unit 1, Building 3-2 East Field Condominium Two	Unit 1, Building 2 East Field Condominium Three
122 South 1st Street	59165720704	Unit 2, Building 3-2 East Field Condominium Two	Unit 2, Building 2 East Field Condominium Three
130 South 1st Street	59165720705	Unit 1, Building 3-3 East Field Condominium Two	Unit 1, Building 3 East Field Condominium Three
132 South 1st Street	59165720706	Unit 2, Building 3-3 East Field Condominium Two	Unit 2, Building 3 East Field Condominium Three
131 South 2nd Street	59165720707	Unit 1, Building 3-4 East Field Condominium Two	Unit 1, Building 4 East Field Condominium Three
133 South 2nd Street	59165720708	Unit 2, Building 3-4 East Field Condominium Two	Unit 2, Building 4 East Field Condominium Three
125 South 2nd Street	59165720709	Unit 1, Building 3-5 East Field Condominium Two	Unit 1, Building 5 East Field Condominium Three
127 South 2nd Street	59165720710	Unit 2, Building 3-5 East Field Condominium Two	Unit 2, Building 5 East Field Condominium Three
Not yet assigned	59165720711	Unit 1, Building 3-6 East Field Condominium Two	Unit 1, Building 6 East Field Condominium Three
Not yet assigned	59165720712	Unit 2 Building 3-6 East Field Condominium Two	Unit 2, Building 6 East Field Condominium Three
115 East Field Drive	59165720713	Unit 1, Building 3-7 East Field Condominium Two	Unit 1, Building 7 East Field Condominium Three
105 South 2nd Street	59165720714	Unit 2, Building 3-7 East Field Condominium Two	Unit 2, Building 7 East Field Condominium Three

EXHIBIT THREE (3)