

Settlers Pointe Phase 2 Subdivision

OOSTBURG, WI

Field Tree Construction

WWW.FIELDTREECONSTRUCTION.COM

Call or Email

920-564-2217

STACY@OOSTBURGCONCRETE.COM

Settlers Point Subdivision Phase 2



FIELDtree
CONSTRUCTION MANAGEMENT

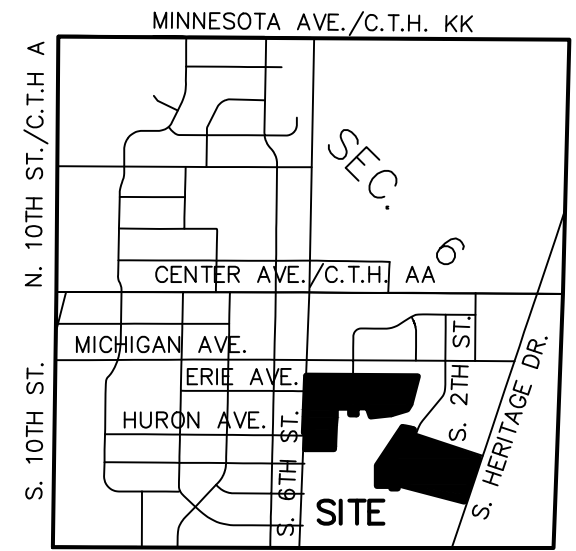
SETTLERS POINTE SUBDIVISION PHASE 2

Being a redivision of Lot 2, Settlers Pointe and a part of the NW 1/4 of the SE 1/4, the SW 1/4 of the SE 1/4, and the SE 1/4 of the SE 1/4 of Section 6, Town 13 North, Range 23 East, Village of Oostburg, Sheboygan County, Wisconsin.

OWNER/SUBDIVIDER:
V & V INVESTMENTS
P.O. BOX 700188
OOSTBURG, WISCONSIN 53070

ENGINEER:
JOEL VAN ESS
ABACUS ARCHITECTS
1135A MICHIGAN AVENUE
SHEBOYGAN WISCONSIN 53081

SURVEYOR:
BENJAMIN J. REENDERS
CEDAR CREEK SURVEYING, LLC
100 SOUTH 10TH STREET
OOSTBURG, WI 53070



SCALE: 1" = 2000'

- GENERAL NOTES:
- 152,011 SQUARE FEET (OR 3.490 ACRES) ARE TO BE DEDICATED TO THE PUBLIC FOR ROAD RIGHT-OF-WAY PURPOSES.
 - TOTAL AREA OF SUBDIVISION IS 1,033,142 SQUARE FEET (OR 23.718 ACRES) INCLUDING DEDICATED RIGHT OF WAY.

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

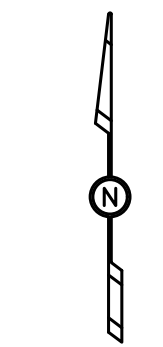
Certified **October 29, 2025**

Don J. J...
Department of Administration



LEGEND

- = Found Property Corner
- = Set 1-1/4"x18" Rebar min. 3.65 lbs. per foot
- Set 3/4"x18" Rebar min. 1.13 lbs. per foot at all other lot corners
- ⊕ = Section Corner Monument
- (###) = Recorded Dimension



Scale: 1" = 80'

BEARINGS ARE REFERENCED TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 6, T13N, R23E, AS BEING N215°27'E PER THE SHEBOYGAN COUNTY COORDINATE SYSTEM

Line Table		
Line #	Direction	Length
L1	S32°17'49"W	64.07'
L2	N19°31'39"W	100.99'
L3	N89°43'00"W	114.97'
L4	S0°02'03"E	73.20'
L5	S89°57'55"W	66.00'
L6	N0°02'03"W	69.36'
L7	N215°27'E	173.31'
L8	S89°37'50"E	20.47'
L9	N48°02'54"E	51.92'
L10	S0°06'54"E	16.17'
L11	N89°37'50"W	23.33'
L12	N89°37'50"W	20.96'
L13	N89°54'53"W	1.25'
L14	S71°18'37"E	12.24'
L15	S18°41'23"W	66.00'
L16	S18°36'40"W	74.27'
L17	S01°7'54"E	44.65'
L18	S89°42'06"W	66.00'
L19	N01°7'54"W	27.13'
L20	N34°26'43"E	79.17'
L21	S18°18'13"W	3.11'
L22	S01°7'54"E	75.00'
L23	N01°7'54"W	75.00'
L24	N18°18'13"E	3.32'
L25	N71°18'37"W	12.24'

Curve Table										
Curve #	Lot Number	Delta	Arc	Radius	Bearing	Distance	Tangent In	Tangent Out		
C1		3°31'06"	32.73'	533.00'	S88°01'16"E	32.72'	S89°46'49"E	S86°15'43"E		
C2		3°27'17"	28.16'	467.00'	S87°59'22"E	28.15'	S86°15'43"E	S89°43'00"E		
C3		242°28'44"	239.06'	56.50'	S31°29'51"W	96.64'	N89°43'01"W	S27°17'18"E		
C4	LOT 15	27°49'41"	27.44'	56.50'	S75°48'10"E	27.17'	N89°43'01"W	N61°53'20"W		
C5	LOT 16	61°13'45"	60.38'	56.50'	S31°16'28"E	57.55'	N61°53'20"W	N0°39'35"W		
C6	LOT 17	61°59'20"	61.13'	56.50'	S30°20'05"W	58.19'	N0°39'35"W	N61°19'44"E		
C7	LOT 18	63°16'51"	62.40'	56.50'	N87°01'50"W	59.28'	N61°19'44"E	S55°23'25"E		
C8	LOT 19	28°06'07"	27.71'	56.50'	N41°20'21"W	27.43'	S55°23'25"E	S27°17'18"E		
C9		62°25'47"	33.78'	31.00'	N58°30'11"W	32.13'	N27°17'18"E	N89°43'02"W		
C10		3°27'17"	32.14'	533.00'	N87°59'22"W	32.13'	S89°43'00"E	S86°15'43"E		
C11	LOT 23	1°46'51"	16.57'	533.00'	N88°49'34"W	16.57'	S89°43'00"E	S87°56'09"E		
C12	LOT 24	1°40'26"	15.57'	533.00'	N87°05'56"W	15.57'	S87°56'09"E	S86°15'43"E		
C13		3°39'10"	29.77'	467.00'	S88°05'18"E	29.77'	S89°54'53"E	S86°15'43"E		
C14		42°19'16"	98.24'	133.00'	N69°12'32"E	96.02'	S89°37'50"E	N48°02'54"E		
C15	LOT 29	37°30'05"	87.05'	133.00'	N71°37'08"E	85.51'	S89°37'50"E	N52°52'05"E		
C16	LOT 28	4°49'11"	11.19'	133.00'	N50°27'30"E	11.18'	N52°52'05"E	N48°02'54"E		
C17		228°10'17"	225.00'	56.50'	N66°02'14"W	103.16'	N48°02'54"E	S0°07'23"E		
C18	LOT 28	49°24'32"	48.72'	56.50'	N23°20'38"E	47.23'	N48°02'54"E	N12°13'38"W		
C19	LOT 27	74°04'55"	73.05'	56.50'	N38°24'06"W	68.07'	N12°13'38"W	N75°26'33"W		
C20	LOT 26	104°40'50"	103.23'	56.50'	S52°13'02"W	89.46'	N75°26'33"W	S0°07'23"E		
C21		90°29'33"	45.01'	28.50'	S45°07'24"W	40.48'	S0°06'54"E	S89°37'50"E		
C22		14°45'33"	11.54'	433.00'	S78°41'23"E	11.23'	S86°04'09"E	S71°18'37"E		
C23		20°30'25"	83.39'	233.00'	S28°56'38"W	82.95'	S18°18'13"W	S39°11'53"W		
C24		39°29'46"	32.92'	467.00'	S19°27'00"W	315.58'	S39°11'53"W	S01°7'54"E		
C25	LOT 38	43°2'06"	36.96'	467.00'	S36°55'50"W	36.95'	S39°11'53"W	S34°39'47"W		
C26	LOT 37	12°25'27"	101.27'	467.00'	S28°27'03"W	101.07'	S34°39'47"W	S22°14'20"W		
C27	LOT 36	12°15'22"	99.89'	467.00'	S16°06'39"W	99.70'	S22°14'20"W	S9°58'59"W		
C28	LOT 35	10°16'51"	83.80'	467.00'	S4°50'33"W	83.68'	S9°58'59"W	S01°7'54"E		
C29		39°29'46"	36.74'	533.00'	N19°27'00"E	360.18'	N01°7'54"W	S39°11'53"W		
C30	LOT 34	5°36'44"	52.21'	533.00'	N2°30'29"E	52.19'	N01°7'54"W	S5°18'51"W		
C31	LOT 33	10°44'58"	100.00'	533.00'	N10°41'20"E	99.85'	S5°18'51"W	S16°03'49"W		
C32	LOT 32	10°44'58"	100.00'	533.00'	S21°26'18"W	99.85'	S16°03'49"W	S26°48'47"W		
C33	LOT 31	11°17'14"	105.00'	533.00'	S32°27'24"W	104.83'	S38°06'01"W	S26°48'47"W		
C34	LOT 30	1°05'52"	10.21'	533.00'	N38°38'56"E	10.21'	S38°06'01"W	S39°11'53"W		
C35		20°26'13"	59.57'	167.00'	N28°58'44"E	59.25'	S39°11'53"W	N18°18'13"E		
C36		21°02'52"	134.82'	367.00'	N81°50'03"W	134.06'	S71°18'37"E	N87°38'31"E		

S. LINE, SE 1/4, SEC. 6



SETTLERS POINTE SUBDIVISION PHASE 2

Being a redivision of Lot 2, Settlers Pointe and a part of the NW 1/4 of the SE 1/4, the SW 1/4 of the SE 1/4, and the SE 1/4 of the SE 1/4 of Section 6, Town 13 North, Range 23 East, Village of Oostburg, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Benjamin J. Reenders, Professional Land Surveyor, hereby certify:

That I have surveyed, divided, and mapped Settlers Pointe Subdivision Phase 2, being a redivision of Lot 2, Settlers Pointe and part of the Northwest 1/4 of the Southeast 1/4, the Southwest 1/4 of the Southeast 1/4, and the Southeast 1/4 of the Southeast 1/4 of Section 6, T13N, R22E, Village of Oostburg, Sheboygan County, Wisconsin described as follows:

Commencing at the South 1/4 corner of said Section 6; thence N2°15'27" E 1203.95 feet along the West line of said Southeast 1/4 to the POINT OF BEGINNING of this description; thence N2°15'27"E 592.08 feet along said West line; thence S89°39'02"E 1163.10 feet along the south line of the Third Addition to East Field Subdivision and the Second Addition to Eastfield Subdivision; thence S14°33'15"W 300.75 feet along the West line of Settlers Pointe; thence S32°17'49"W 64.07 feet; thence S73°30'03"W 44.40 feet to the Northwest corner of Lot 3, Settlers Pointe; thence S2°34'49"W 170.71 feet along the West line of said Lot 3, to the Southwest corner of said Lot 3; thence Easterly 111.54 feet along the South line of said Lot 3 on a 433.00 foot radius curve to the right, the chord of which bears S78°41'23"E 111.23 feet; thence S71°18'37"E 12.24 feet along said South line; thence S18°41'23"W 66.00 feet; thence S71°18'36"E 733.96 feet along the North line of said Lot 2, Settlers Pointe; thence S18°34'12"W 403.58 feet along the West right-of-way line of South Heritage Drive; thence S18°36'40"W 74.27 feet along said West line; thence N75°15'50"W 716.42 feet along the South line of said Lot 2; thence S0°17'54"E 44.65 feet; thence S89°42'06"W 66.00 feet; thence N0°17'54"W 27.13 feet; thence S89°41'53"W 149.02 feet; thence N0°00'48"E 213.98 feet; thence N33°27'25"E 399.80 feet; thence N34°26'43"E 79.17 feet to the Southwest corner of said Lot 3; thence N2°34'49"E 170.71 feet along the West line of said Lot 3; thence S73°30'03"W 129.45 feet; thence S83°42'25"W 213.83 feet; thence N19°31'39"W 100.99 feet; thence N89°43'00"W 114.97 feet; thence S0°02'03"E 73.20 feet; thence S89°57'55"W 66.00 feet; thence N0°02'03"W 69.36 feet; thence N89°43'00"W 150.00 feet; Thence S2°25'21"W 432.69 feet; thence S89°59'19"W 300.23 feet; thence N2°15'27"E 173.31 feet; thence N89°37'50"W 20.96 feet to the point of beginning.

This parcels contains 1,033,142 square feet, or 23.718 acres.

I further certify that I have made such survey, land-division, and plat by the direction of V & V Investments, owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision ordinance of the Village of Oostburg, Wisconsin, in surveying, dividing, and mapping the same.

Dated this 4th day of August, 2025.

Benjamin J. Reenders
Benjamin J. Reenders



There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified October 29, 2025

Don Jime
Department of Administration



UTILITY EASEMENT PROVISIONS

An easement for electric, natural gas, and communications service is hereby granted by V & V Investments, Grantor, to:

Wisconsin Gas, LLC, d/b/a/ We Energies, Grantee,
Wisconsin Electric Power Company, a Wisconsin corporation d/b/a We Energies, Grantee, and
Spectrum Mid-America, LLC, Grantee

their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and electric energy, natural gas, telephone and cable TV facilities for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown within those areas on the plat designated as "Utility Easement" areas and the property designated on the plat for streets and alleys, whether public or private, together with the right to install service connections upon, across within and beneath the surface of each lot to serve improvements, thereon, or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities, natural gas facilities, or telephone and cable TV facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings shall not be placed over grantees' facilities or in, upon or over the property within the lines marked "Utility Easement" areas without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without written consent of grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

V & V Investments

Gordon J. Veldboom, Authorized Signer

Date

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

V & V Investments, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, certifies that said Corporation has caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

V & V Investments, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Village of Oostburg
Sheboygan County
Wisconsin Department of Administration

V & V Investments

Gordon J. Veldboom, Authorized Signer

STATE OF WISCONSIN)
SS
SHEBOYGAN COUNTY)

Personally came before me this day of , 2025, the above property owners to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public

My Commission expires

CERTIFICATE OF VILLAGE TREASURER

I, Amy S. Wilterdink, being the duly appointed, qualified and acting treasurer of the Village of Oostburg, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of , 2025, on any of the lands included in Settlers Point Subdivision Phase 2 .

Dated this day of , 2025.

Amy S. Wilterdink, Village Treasurer

CERTIFICATE OF COUNTY TREASURER

I, Laura Henning-Lorenz, being the duly elected, qualified and acting treasurer of the County of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales or no unpaid taxes or special assessments as of , 2025 on any of the lands included in Settlers Point Subdivision Phase 2.

Dated this day of , 2025.

Laura Henning-Lorenz, Sheboygan County Treasurer

VILLAGE OF OOSTBURG VILLAGE BOARD APPROVAL CERTIFICATE

Resolved that this plat titled "Settlers Point Subdivision Phase 2" located in the Village of Oostburg, being developed by V & V Investments, is hereby APPROVED by the Village Board.

Approved
Brian Hilbelink, President

Date

I hereby certify that the foregoing is a copy of a resolution adopted by the Village Board of the Village of Oostburg.

Amy S. Wilterdink, Village Clerk

Date



**PROTECTIVE AND RESTRICTIVE
COVENANTS FOR SETTLERS POINTE
SUBDIVISION PHASE 2**

WHEREAS, Settlers Pointe Subdivision Phase 2 is a subdivision recorded in Volume ____ of Plats, on pages ____ as Document No. _____ in the office of the Register of Deeds for Sheboygan County, Wisconsin,

WHEREAS, V & V Investments, LLC is a Wisconsin limited liability company and is the owner of Lots Eight (8) through Forty (40) in said Settlers Pointe Subdivision Phase 2 and is desirous of imposing protective and restrictive covenants as further set forth hereinafter below for purposes of insuring the orderly development of the subdivision, prohibiting nuisances and other land use that might affect the desirability of the subdivision as a residential area, and to insist that the subdivision will become and remain an attractive development.

NOW, THEREFORE, in consideration of One (\$1.00) Dollar and other good and valuable consideration, V & V Investments, LLC adopts the following protective and restrictive covenants:

1. **Definitions.**

a. Family shall mean one or more than one person, living, sleeping, cooking or eating on premises as a single housekeeping unit, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption or marriage.

b. Single family dwelling shall mean a home containing one (1) residential living unit as defined by the zoning ordinances of the Village of Oostburg or any successor thereof.

c. Lot shall mean and refer to a platted, numbered lot in the subdivision as set forth on the plat of the subdivision filed in the office of the Register of Deeds for Sheboygan County, Wisconsin.

Name and Return Address

**Attorney Joshua D. McKinley
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan WI 53081**

2. **Dwellings.**

a. **Square Footage Requirements for One Story Dwellings.**

I. A one-story dwelling shall have a minimum of fourteen hundred (1,400) square feet of living space, exclusive of garage, porch, breezeway, or other structure.

II. A two-story dwelling shall have a minimum of seventeen hundred (1,700) square feet of living space, with a minimum of one thousand one hundred (1,100) square feet on the first floor, exclusive of garage, porch, breezeway, or other structure.

b. Basements and/or crawl spaces are not to be included in the computation of living space.

3. **Requirement for Dwellings.**

a. No builder or general contractor may be engaged to construct improvements on any lot unless approved in advance in writing by V & V Investments, LLC, or its assigns.

b. No foundation, flat concrete work or masonry may be done on any lot except by Oostburg Concrete Products, Inc., or its assigns.

c. No lots shall be used except for residential purposes.

d. No building except for a detached storage building not occupying more than 150 square feet (as may be allowed by the Village of Oostburg code) may be erected, altered, placed, or permitted to remain on any lot other than the dwelling unit(s), which dwellings unit(s) shall not exceed two and one-half stories in height, excluding basement, and shall include an attached garage of not less than two car spaces.

e. No manufactured dwelling, manufactured home or mobile home may be placed on a lot in the subdivision.

f. All setbacks must meet the Village of Oostburg's requirements and appropriate permits must be granted. The cost of any sidewalk shall not be the responsibility of V & V Investments, LLC, but shall instead be born by the purchasers of the individual lots.

4. **Lawns.** The front lawn must be seeded or sodded within one (1) year after the date the dwelling is occupied by the first owner.

5. **Ground Fill on Building Site.** Where fill is necessary on the building site to obtain the proper topography and finished ground elevation, all fill shall be in accordance with the site plan approved by the Village of Oostburg. It shall be ground fill free of waste material and shall not contain any noxious material. All fill material shall be leveled immediately after completion of the dwelling on the site. Any excess fill shall be removed from the building site and deposited as directed by the developer, V & V Investments, LLC.

6. **Driveway Surface Requirements.** All driveways shall be constructed of concrete within twelve (12) months of completion of the home construction. Gravel, crushed stone, dirt, blacktop, or any other materials are strictly prohibited for use as permanent driveway surfaces.

7. **Completion of Construction.** All buildings shall be completed within twelve (12) months of the date of commencement of construction.

8. **Nuisances.** No noxious odors shall be permitted to escape from any building site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any building site. Outdoor lighting shall be so placed, shielded and directed as not to constitute a nuisance, invasion of neighborhood privacy, or a traffic hazard in the community.

9. **Prohibited Vehicle Storage.** The parking or storage of recreational vehicles (RVs), boats, boat trailers, utility trailers, and campers, that are unregistered or inoperable, is strictly prohibited within the subdivision unless fully enclosed within a garage. Temporary parking for loading or unloading purposes of unregistered or inoperable not to exceed 48 hours may be permitted.

10. **Signs.** No sign of any kind shall be displayed to the public view of any lot, except one professional sign of not more than five (5) square feet advertising the property for sale or rent and/or one sign identifying the occupants of the residence of not more than three (3) square feet. All signs shall be located at least ten (10) feet back from the front curb line.

11. **Temporary Structures.** Temporary structures of any kind are prohibited.

12. **On Site Construction.** No house or other structures shall be moved from another location and placed on a lot in the subdivisions.

13. **Builder and Contractor Signage.** During the construction phase, builders and contractors may install one (1) temporary sign per lot, not exceeding six (6) square feet in area. All signs must be removed upon the issuance of a certificate of occupancy.

14. **Garbage and Refuse Disposal.** Trash, garbage and other waste shall be kept in sanitary containers and not allowed to accumulate on any other portion of the subdivision property.

15. **Division of Lots.** No platted lot within the subdivisions shall be further divided into two or more lots or building sites.

16. **Easements.** The easements for the installation and maintenance of utilities are shown on the plat of the subdivision and filed with the Village of Oostburg. These easements are specified but V & V Investments, LLC. reserves the right, if necessary, to grant future easements for public utilities on lots that are not yet sold.

17. **Term of Agreement.** This declaration shall run with the land and shall be binding on heirs, successors and assigns of the parties hereto for a period of thirty (30) years from the date set forth herein.

18. **Renewal of Covenants.** These protective and restrictive covenants may be renewed for an additional period by seventy-five (75%) percent of the owners of lots in the subdivisions prior to the expiration of the initial term by recording in the office of the Register of Deeds such renewal, which renewal may include changes to the covenants and agreed to by seventy-five (75%) percent of the lot owners

19. **Enforcement.** These protective and restrictive covenants may be enforced by any owner (including land contract vendee) but not including a tenant, by injunction, specific performance or a lawsuit for damages in the event of noncompliance with the terms and conditions of these covenants.

20. **Severability.** Invalidation of any of the restrictions or covenants contained herein by a court of law shall not affect any other restriction or covenant herein.

Dated this 1 day of October, 2025.

V & V INVESTMENTS, LLC

By: Gordon J. Veldboom, Jr.
Gordon J. Veldboom, Jr., Authorized Signer

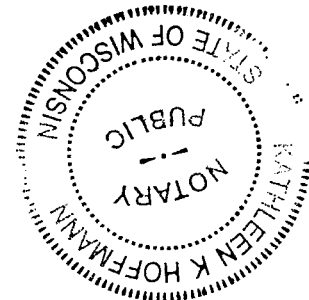
STATE OF WISCONSIN)

:ss

SHEBOYGAN COUNTY)

Personally came before me this 1st day of October, 2025, the above named Gordon J. Veldboom, Jr., Authorized Signer for V & V Investments, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Kathleen K Hoffmann
Kathleen K Hoffmann (Print name)
Notary Public, State of Wisconsin
My Commission expires 9/26/26



THIS DOCUMENT DRAFTED BY:
Attorney Joshua D. McKinley
OLSEN, KLOET, GUNDERSON & CONWAY
602 North 6th Street
Sheboygan, WI 53081
Telephone: 920-458-3701
Facsimile: 920-459-2725

K:\USER\Real Estate\settlerspointe.covenants

Settlers Pointe Phase 1 Subdivision

OOSTBURG, WI

Field Tree Construction

WWW.FIELDTREECONSTRUCTION.COM

Call or Email

920-564-2217

STACY@OOSTBURGCONCRETE.COM

Oostburg Condos For Sale!

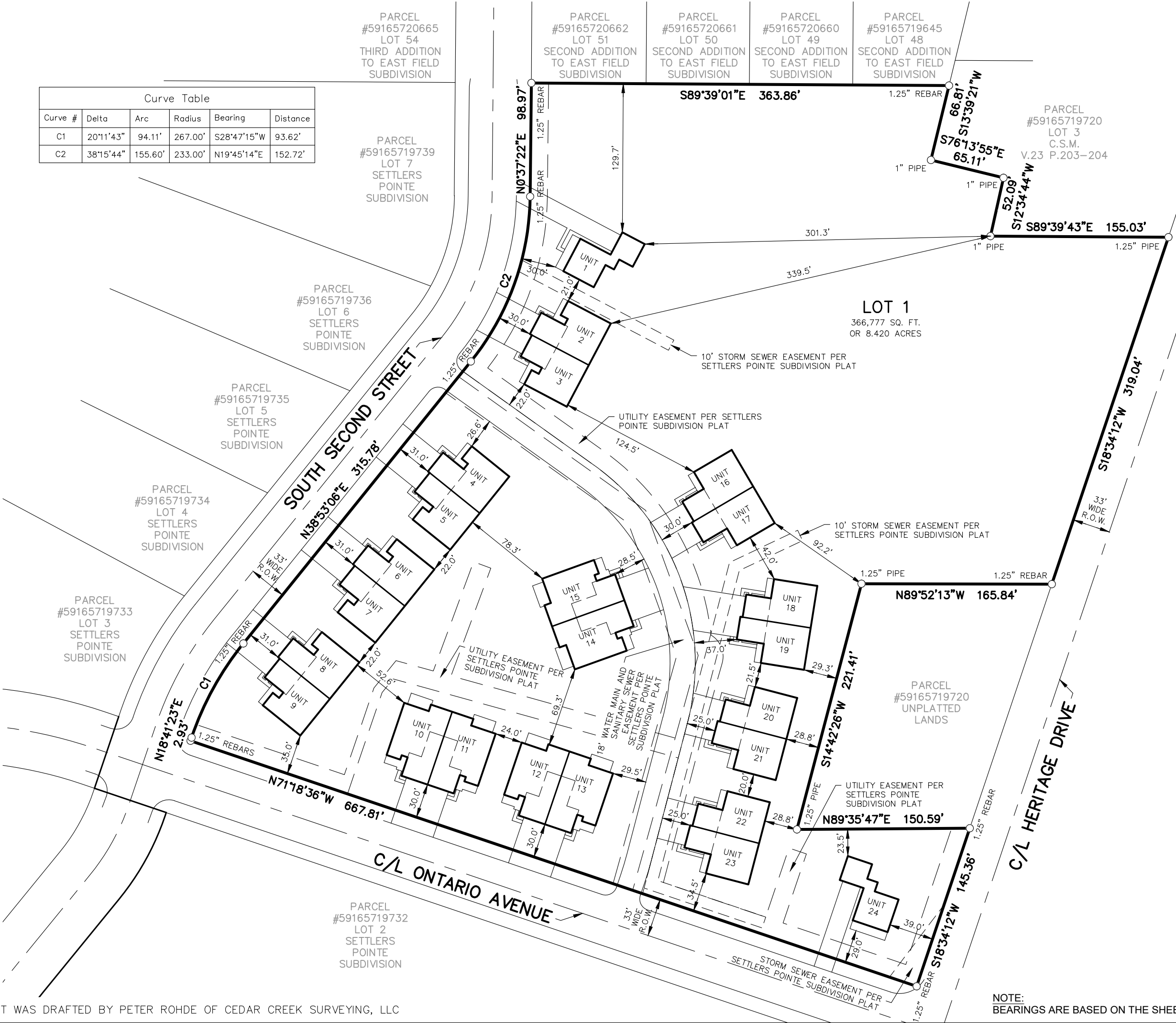


Look at Condo Model Plans on www.fieldtreeconstruction.com

SETTLERS POINTE CONDOMINIUM

Lot 1, Settlers Pointe Subdivision, Part of the NW 1/4 of the SE 1/4, NE 1/4 of the SE 1/4, SE 1/4 of the SE 1/4, and the SW 1/4 of the SE 1/4, Section 6, T13N, R23E, Village of Oostburg, Sheboygan County, Wisconsin.

Curve Table				
Curve #	Delta	Arc	Radius	Bearing
C1	20°11'43"	94.11'	267.00'	S28°47'15"W
C2	38°15'44"	155.60'	233.00'	N19°45'14"E



SURVEYORS CERTIFICATE
I, Benjamin J. Reenders, Registered Land Surveyor number S-3114, do hereby certify that I have surveyed the following described property and that this survey is an accurate representation of the exterior boundary lines and the location of the proposed building and improvements on the property.

Lot 1, Settlers Pointe Subdivision, Part of the NW 1/4 of the SE 1/4, NE 1/4 of the SE 1/4, SE 1/4 of the SE 1/4, and the SW 1/4 of the SE 1/4, Section 6, T13N, R23E, Village of Oostburg, Sheboygan County, Wisconsin.

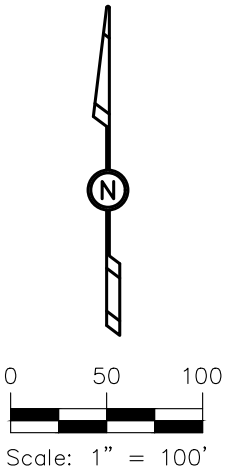
I further certify that this plat is a correct representation of "Settlers Pointe Condominium" as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium building and units contained in the plat and the approximate dimensions and floor area thereof.

That I have fully complied with provisions of Section 236.34 of the Wisconsin Statutes and the subdivision regulation of the Village of Oostburg in surveying, dividing and mapping the same.

Benjamin J. Reenders Dated this 18th day of April, 2025
Benjamin J. Reenders PLS S-3114



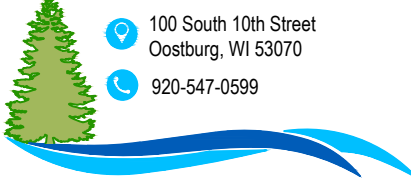
NOTES:
• ALL PORCHES, PATIOS, AND DRIVEWAYS ARE TO BE LIMITED COMMON ELEMENTS AND ALL AREAS WHICH ARE NOT DESIGNATED AS UNITS OR LIMITED COMMON ELEMENTS ARE TO BE COMMON ELEMENT.



○ = Iron Pipe Found

NOTE:
BEARINGS ARE BASED ON THE SHEBOYGAN COUNTY COORDINATE SYSTEM.

THIS INSTRUMENT WAS DRAFTED BY PETER ROHDE OF CEDAR CREEK SURVEYING, LLC



100 South 10th Street
Oostburg, WI 53070
920-547-0599

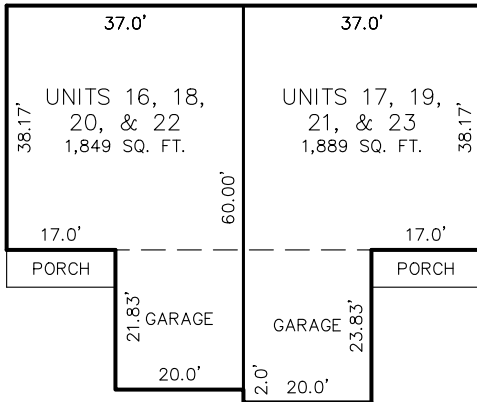
CEDAR CREEK SURVEYING, LLC
ENGINEERS • SURVEYORS • DRAFTERS
www.cedarcreeksurveying.com

FILE No.: 2024131 DATE: 4/18/2025 PAGE: 1 OF 2

SETTLERS POINTE CONDOMINIUM

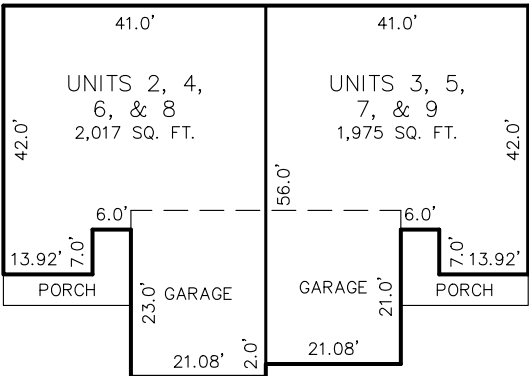
Lot 1, Settlers Pointe Subdivision, Part of the NW 1/4 of the SE 1/4, NE 1/4 of the SE 1/4, SE 1/4 of the SE 1/4, and the SW 1/4 of the SE 1/4, Section 6, T13N, R23E, Village of Oostburg, Sheboygan County, Wisconsin.

THE MEADOW



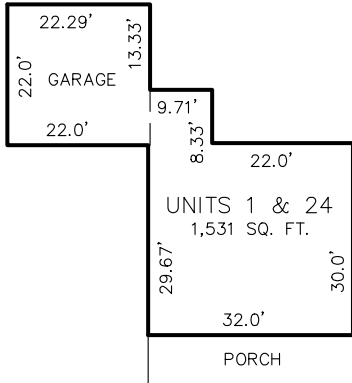
FIRST FLOOR PLAN

THE POINTE CONDO



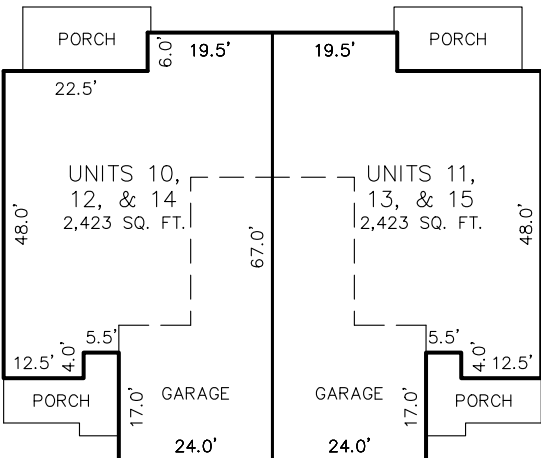
FIRST FLOOR PLAN

THE VINTAGE

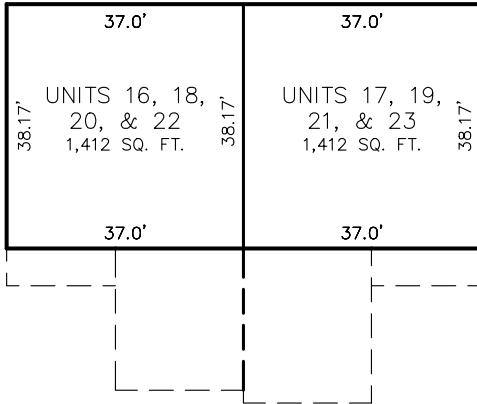


FIRST FLOOR PLAN

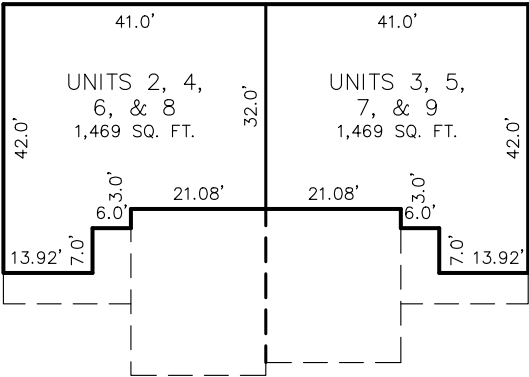
THE SETTLEMENT



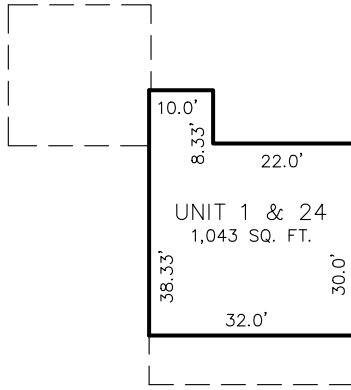
FIRST FLOOR PLAN



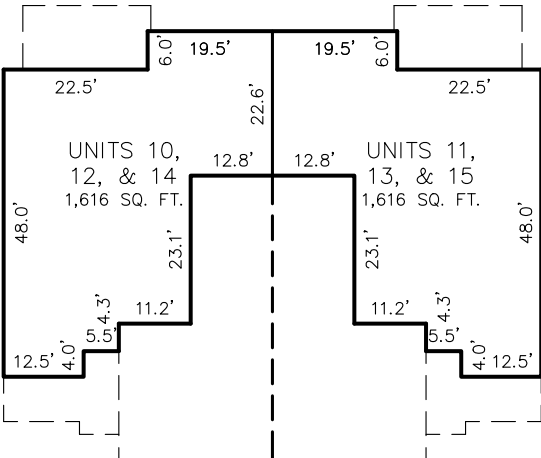
FOUNDATION PLAN



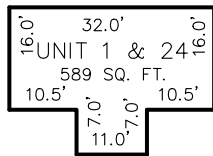
FOUNDATION PLAN



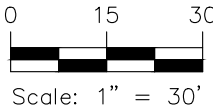
FOUNDATION PLAN



FOUNDATION PLAN



SECOND FLOOR PLAN





DocId:8793755
Tx:4608343

**DECLARATION OF CONDOMINIUM OWNERSHIP AND
COVENANTS, CONDITIONS, AND RESTRICTIONS
SETTLERS POINTE CONDOMINIUM**

**2182595
SHEBOYGAN COUNTY, WI
RECORDED ON
08/22/2025 09:43 AM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
TRANSFER FEE:
EXEMPTION #
Cashier ID: 7
PAGES: 13**

THIS DECLARATION is made by V & V Investments LLC, hereinafter referred to as the Declarant, the date hereinafter stated for the purposes of subjecting the following described real property and the appurtenances thereto to the provisions of the Wisconsin Condominium Ownership Act (§703, Wis. Stats.) and for the additional purpose of imposing certain covenants, conditions and restrictions upon such property.

RECITALS

SECTION 1 – OWNERSHIP: V & V Investments LLC, hereinafter referred to as the Declarant, is the owner of the subject property.

SECTION 2 - NAME OF CONDOMINIUM: The condominium shall be known as Settlers Pointe Condominium, located in the Village of Oostburg, Sheboygan County, Wisconsin.

Name and Return Address
Attorney Joshua D. McKinley
Olsen, Kloet, Gunderson & Conway
602 North 6th Street
Sheboygan WI 53081

SECTION 3 - CONDOMINIUM IS NOT EXPANDABLE: The Declarant has not reserved the right to expand Settlers Pointe Condominium. The condominium shall consist of thirteen buildings containing twenty-four units and is not expandable.

SECTION 4 - LEGAL DESCRIPTION OF PROPERTY: The real property subject to condominium ownership by this Declaration is:

Lot 1, Settlers Pointe Subdivision, Part of the NW 1/4 of the SE 1/4, NE 1/4 of the SE 1/4, SE 1/4 of the SE 1/4, and the SW 1/4 of the SE 1/4, Section 6, T13N, R23E, Village of Oostburg, Sheboygan County, Wisconsin.

Tax Key Number 59165-719731

SECTION 5 - COVENANTS, CONDITIONS AND RESTRICTIONS: Certain covenants, conditions, and restrictions upon the use(s) of the condominium property are set forth throughout this Declaration.

CONDOMINIUM PLAN, COVENANTS, CONDITIONS, AND RESTRICTIONS

NOW, THEREFORE, the Declarant hereby establishes the following plan for condominium ownership of the real property described above and the buildings and improvements hereafter located thereon pursuant to the provisions of the Wisconsin Condominium Ownership Act, and hereby declares that all said property shall be held, occupied, used, transferred, sold, and conveyed subject to the terms, conditions, and restrictions of this Declaration.

ARTICLE 1 - DEFINITIONS

As used in this Declaration or in any amendments and/or corrections 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 the Settlers Pointe Condominium Owner's Association UA, 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 Declaration, and may also be referred to in this Declaration as "Owner".

SECTION 1.3 - CONDOMINIUM PROPERTY: Shall mean and refer to the real property described herein, together with the buildings, improvements, and structures thereon and all easements, rights, and appurtenances belonging thereto.

SECTION 1.4 – BUILDING: Shall refer to the eleven duplex structures and two single unit structures identified herein and also depicted on the condominium plat filed at the Sheboygan County Register of Deeds.

SECTION 1.5 – UNIT: Shall mean, refer to, and include each part of the 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 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 Declaration or the condominium plat 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 - MASTER ASSOCIATION: Shall mean, refer to, and include that term as defined in §703.155, Wis. Stats., as amended.

ARTICLE 2 - DESCRIPTION AND IDENTIFICATION OF BUILDINGS, UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

SECTION 2.1 - DESCRIPTION OF BUILDINGS: Eleven of the buildings shall be two-unit duplex type buildings and two of the buildings shall be single unit buildings as more particularly set forth on Exhibit 1 attached hereto.

The Declarant has designated in this Declaration four different building plans as set forth on Exhibit 1 attached hereto. Each unit shall have the building plan that is assigned to that unit on Exhibit 1. The location of the units and buildings as shown on Exhibit 1 reflect the approximate location of the units to be subsequently constructed at that location. Minor modifications of these four basic building plans may be made by the Declarant provided, however, that such changes be consistent with this paragraph and this Declaration.

SECTION 2.2 - DESCRIPTION OF UNITS: Each of the units situated in each of the buildings shall be designated by an identifying number for the unit as set forth on Exhibit 1. The units shall each 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 entry/exit doors for each unit. The boundaries of each unit shall be as set forth in Article 3, Section 3.3 below.

If any of the common elements or limited common elements shall encroach upon any unit, or any unit shall encroach upon any other unit whereupon any portion of the common elements 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 Exhibit 1, 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 condominium property is shown on Exhibit 1 and includes all that part of the condominium property, not including the units designated thereon and also designated on the condominium plat filed at the Sheboygan County Register of Deeds 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 Declaration.

SECTION 2.4 - DESCRIPTION OF LIMITED COMMON ELEMENTS: The limited common elements are designated on Exhibit 1 as being all porches, decks, walkways, and driveways which service and/or appurtenant to one and only one of the units whether or not specifically designated as such on the plat. The exclusive use of the limited common area shall be reserved to the owner or occupants of the unit to which the same are appurtenant to the exclusion of all other units and unit owners in the condominium. As depicted on the condominium plat, the driveway (parking area) in front of each unit shall be considered to be part of the limited common area appurtenant to said 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 Declaration. The use of the limited common elements aforescribed 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 Declaration or the Bylaws 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 Declaration, by Bylaws 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 3 - PROPERTY RIGHTS

SECTION 3.1 - PERCENTAGE OF UNDIVIDED INTEREST IN COMMON ELEMENTS: The fraction 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 1/24 or approximately 4.17% 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 outer edge of the drywall or other interior surfaces of its perimeter walls, subfloors, and ceilings. Such drywall and subflooring shall be included within the unit. In addition, a unit will contain a garage and/or storage areas. The interior space of said areas to the outer edge of any drywall or other surface of the interior walls, ceilings, or subfloors 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 Declaration. Such rights to use the common elements shall be subject to all restrictions and limitations set forth in this Declaration or in the Bylaws 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 condominium property shall be subject to the following easements, and all rights appurtenant thereto:

- A. Any utility easement present now or necessary in the future as may be granted for gas, water, electrical, telephone services, cable television services storm sewer, 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 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 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 aforescribed easements hereafter be required to be evidenced by a written instrument, the Declarant, during the time of construction of the 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 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, their successors and assigns, and upon all parties having any (legal or equitable) right, title, or interest in the condominium property, their respective heirs, personal representatives, successors, and assigns.

ARTICLE 4 - 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.

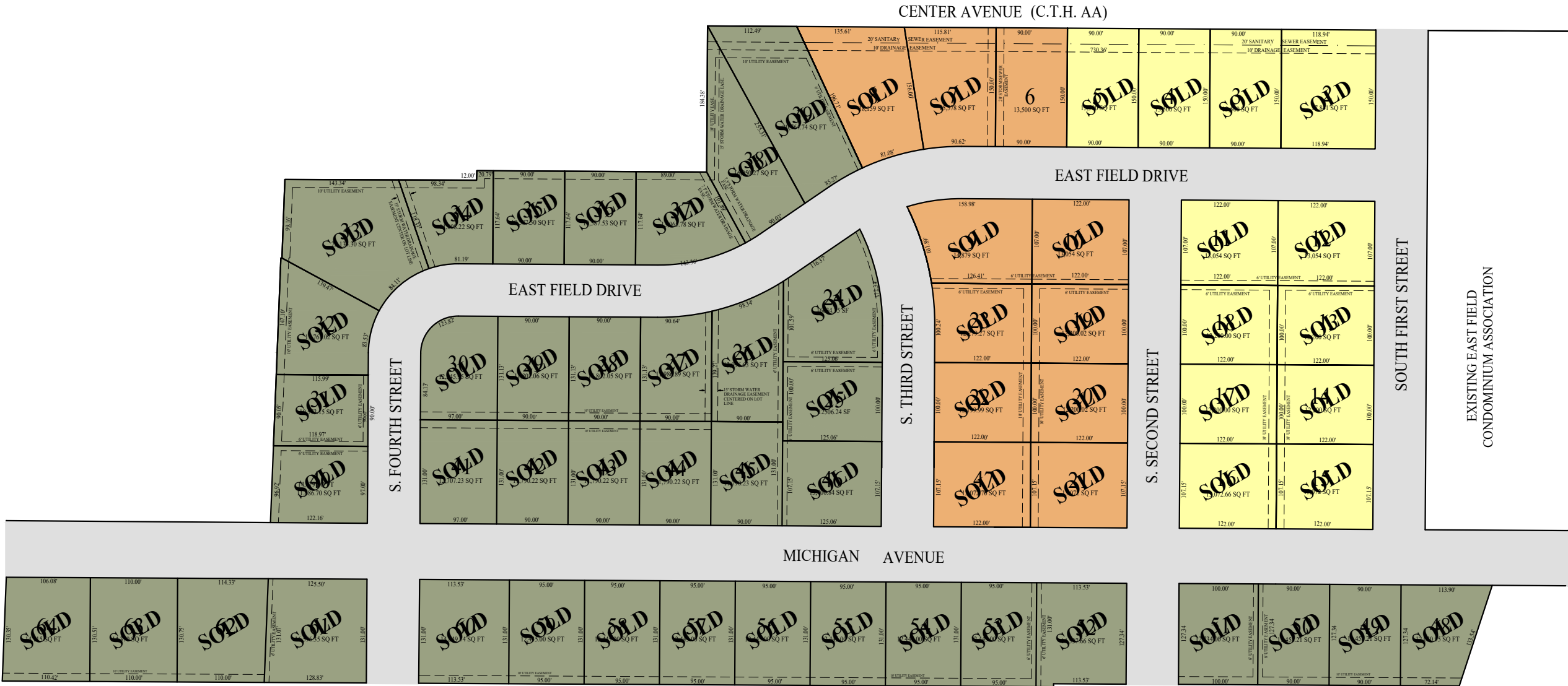
SECTION 4.2 - VOTING RIGHTS: Each unit, whether existing or proposed, shall be entitled to one vote only. If an owner shall own more than one unit, such owner shall be entitled to one vote for each unit owned. If there exists more than one owner of a unit, then they shall determine between themselves 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 5 - COVENANT (AND LIEN) FOR ASSESSMENTS

SECTION 5.1 – ASSESSMENTS; LIEN AND PERSONAL OBLIGATION THEREFOR: Each future owner by acceptance of a Deed conveying an interest in the condominium is deemed to covenant and agree to pay the Association annual assessments, special assessments for capital improvements, statutory reserve account assessments (when, and if established by the Association) and any sum assessed for damages to the condominium property pursuant to this Declaration, the Bylaws thereof, and any rules and regulations established thereunder. These assessments shall be collected as hereinafter provided for in this Declaration. The aforementioned assessments, together with interest thereon (at the legal rate) and the expenses and reasonable attorney's fees incurred in the collection thereof, shall be and constitute a continuing lien in favor of the Association upon the unit(s), and the undivided interest in the common elements and facilities appurtenant thereto, against which such assessment is made, which lien shall arise at the time a Certificate for Lien is filed at the Sheboygan County Register of Deeds or other appropriate place according to law, by authority of and at the direction of the Board of Directors of the Association. Such Certificate for Lien shall contain such information as is necessary to properly identify the unit against which the lien exists, the record owners thereof and the amount of the lien claim and shall be signed by an officer and authenticated by an officer or agent of the Association. A lien for assessments, as provided for herein, may be

LOTS AVAILABLE

Lot 6 \$65,000



-  SINGLE FAMILY
-  MULTI / SINGLE FAMILY
-  CONDO ASSOCIATION

EAST FIELD SUBDIVISION

FIELDtree

CUSTOM CONSTRUCTION

www.fieldtreeconstruction.com

FIELDtree

CUSTOM CONSTRUCTION

LAKE BREEZE, EAST FIELD & WEST FIELD SUBDIVISIONS OOSTBURG, WI

Conditions for sale of lots in Lake Breeze, East Field, & West Field Subdivisions
Developer: Gordon J. Veldboom. For Sale By: Field Tree Construction

1. All set backs from street shall be 30 feet
2. Side lot setbacks are minimum of 8' for a total of 20' on R-1A lots
3. Side lot setbacks are minimum of 12' for a total of 24' on R1 lots
4. Rear lot setbacks are minimum of 30' on R1 lots and 20' for R-1A
5. A one-story dwelling shall have a minimum of 1600sq.ft in Lake Breeze IV and West Field Meadows.
6. A one-story dwelling shall have a minimum of 1400 sq. ft in Eastfield
7. A two-story dwelling shall have a minimum of 1700sq.ft of living space, with a minimum of 1100 sq.ft on the first floor, exclusive of garage, porch breezeway or other structure
8. No manufactured homes or mobile home may be placed on a lot
9. Not less than a two-car attached garage
10. Foundations and flatwork to be placed by Oostburg Concrete
11. Village sidewalk not included in lot price
12. All lots in Lake Breeze are for single family dwellings
13. Some lots in East Field and West Field are zoned for two-family dwellings
14. All buildings shall be completed within twelve months of the date of commencement of construction
15. Easements for installation and maintenance of utilities are shown on the plat of the subdivisions but Gordon Veldboom reserves the right, if necessary, to grant future easements for public utilities on lots it has not yet sold.
16. All lots shall be used for residential purposes only

These are not recorded covenants but are stipulations by the developer
8/27/07