

Declaration of Condominium for Station 433  
Condominium, Village of Ashwaubenon,  
Brown County, Wisconsin

**3107483**  
**CHERYL BERKEN**  
**BROWN COUNTY**  
**REGISTER OF DEEDS**  
**GREEN BAY, WI**  
**RECORDED ON**  
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Drafted by & return to:  
Atty. Allison Buckley  
Radue Homes, Inc.  
2585 S Broadway  
Green Bay, WI 54304

34 VS

This Declaration is made pursuant the Condominium Ownership Act of the State of Wisconsin, Chapter 703 Wisconsin Statutes (the "Act"), hereinafter known as the "Declaration," is made this 2<sup>nd</sup> day of October 2025, by 433 Condominiums, LLC, hereinafter known as the "Declarant."

NOW THEREFORE, Declarant hereby declares as follows:

#### **Article I - Declaration**

Declarant hereby declares that it is the sole owner VA-1556 also known as 433 Aldon Circle in the Village of Ashwaubenon, Wisconsin, together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (hereinafter the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"). The Property is further subject to the Aldon Station Neighborhood Association, Inc., the Master Association for which Station 433 Condominium Association, Inc. (hereinafter the "Association") is established as a Subordinate Association thereto. The Property together with all improvements shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered subject to all of the terms, provisions and restrictions of this Declaration and the Act. All provisions shall be deemed to run with the Property and shall continue as benefits and burdens to the Declarant, its successors, and assigns, the Association, the Unit Owners, and all parties hereafter having an interest in the Property.

#### **Article II – Definitions**

**Definitions.** The following words shall have the following respective meanings, and all definitions shall be applicable to the singular and plural forms of such terms:

**Act:** The Condominium Ownership Act: Chapter 703 of Wisconsin Statutes.

**Assessment:** A share of the Common Expenses, general assessments, or special assessments levied by the Association or Master Association provided in Article 7 of this Declaration and the Bylaws of this Association and the Bylaws of the Aldon Station Neighborhood Association, Inc.

**Association or Subordinate Association:** Station 433 Condominium Association, Inc, a Wisconsin non-profit corporation formed pursuant to this Declaration and subordinate to and established under the bylaws of the Master Association, Aldon Station Neighborhood Association, Inc.

**Board of Directors:** The governing body, including its officers, of the Station 433 Condominium Association, Inc.

**Building:** Any structure having a roof supported by columns or walls used or intended for the shelter or protection of people or property of any kind.

**Declarant:** 433 Condominiums LLC, a Wisconsin limited liability company and its successors in title or assigns.

**Master Association:** The Aldon Station Neighborhood Association, Inc. for which Station 433 Condominium Association, Inc. is subordinate to.

**Unit:** The part of the property that is not a Common Element or Limited Common Element and intended for separate and exclusive occupancy.

**Unit Owner:** the person(s) or legal entity that holds legal title to a Unit or has equitable ownership of a Unit as a land contract vendee. Unit Owner specifically does not include a land contract vendor.

### **Article III – Name/Address/Description of Property**

3.01 **Name.** The name of the condominium created by this Declaration (the “Condominium”) is “Station 433 Condominium.”

3.02 **Legal Description.** The land comprising the Property is parcel VA-1556 located in the Village of Ashwaubenon, County of Brown, State of Wisconsin, and is legally described in the attached Exhibit A.

3.03. **Address.** The address of the Condominium is 433 Aldon Circle, Green Bay, Wisconsin 54304.

## **Article IV - Number and Boundaries of Units**

4.01 **Number.** The condominium shall consist of nineteen (19) residential units as such units are depicted in the Plat of Station 433 Condominium attached hereto as Exhibit B and incorporated herein.

4.04 **Unit Identification.** The nineteen residential units included in the Condominium are located in one multi-story building with an address of 433 Aldon Circle. Each Unit is designated by a Unit Number which is shown on the Plat. The post office address of each Unit shall be the street address assigned by the postal authorities and the Unit Number, for example 433 Aldon Circle - Unit 203.

4.05 **Boundaries of Units.** The boundaries of each Unit shall be as follows:

- A. For purposes of Units 201-207, 301-307, 401-405 (hereinafter "Units") at 433 Aldon Circle, the boundaries of each Unit shall be as follows:
  1. Upper Boundary: The upper boundary of each Unit shall be the interior lower plane of the framing or supporting members of the uppermost ceiling surface(s) above the of the living area, extended to an intersection with the perimetrical boundaries.
  2. Lower Boundary: The lower boundary of each Unit shall be the horizontal plane of the top of the unfinished floor of the lowest level of the living area extended to an intersection with the perimetrical boundaries; and
  3. Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be vertical planes of the inside surface of the studs supporting the interior walls extending to intersections with each other and with the upper and lower boundaries.
  4. It is intended that the surface of each plane described above (drywall, paint, tiles, wallpaper, paneling, flooring, or otherwise covered surface) is included as part of every defined Unit. The Unit shall include, without limitation, all improvements now or hereinafter located within or partially within such boundaries including, lighting, electrical, heating, ventilating, air conditioning, and plumbing fixtures, equipment, appliances, or connecting and controlling materials and devices lying partially within and partially outside of the designated boundaries of a unit such as piping, duct work, conduit, built in cabinetry/shelving or similar items where any portions thereof exclusively serving that Unit shall be deemed a part of that Unit. Any portions thereof serving more than one Unit or serving all or parts of the Common Elements shall be deemed a part of the Common Elements and a valid easement for any such part of the Common Elements and for its maintenance, inspection, repair, or replacement shall exist in favor of the Association and the Declarant and their agents and employees.
  5. Specifically, not included as part of the Units are the following items even if such items lie within the cubicle(s) of air comprising the Unit as defined above:

- a. Structural components of the building, including structural columns in demising walls and within Units, roofing components (trusses, joists, sheeting, rubber membranes) integrated in balconies.
  - b. Fire-rated portion of the demising walls between units and supporting walls between the building exterior and the interior.
  - c. All portions of any systems in the building that serve more than one Unit, a different Unit, or the building as a whole even if within another Unit, including but not limited to security systems, fire sprinklers, security lights, plumbing, electrical, common exterior faucets, exhaust venting, mechanical telecommunication system, all conduits, soffits, plenums, chases, and chimneys containing or designed to contain all or any port of the foregoing systems.
  - d. All exterior windows and patio doors (sliding and swing) providing access to balconies, balcony railings, entry doors for each Unit from a Common Element or Limited Common Element, all doors and garage doors connecting interior and exterior portions of Common Elements, including all opening, closing, and locking mechanisms and related hardware.
6. Specifically included as Part of the Unit whether or not located within the boundaries described in Section 4.05 include:
- a. Interior windows and glass withing a Unit and interiors doors (with all opening, closing, and locking mechanisms and all hardware) that provide access within the Unit.
  - b. Interior lights and light fixtures.
  - c. Cabinets.
  - d. Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.
  - e. Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them for a specific Unit.
  - f. Plumbing fixtures, hot water heaters, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.
  - g. The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to a specific Unit, and condensers and all connections thereto

serving a specific Unit as well as mechanical rooms holding such equipment that serves a single, specific unit.

- h. Decking or flooring on balconies and screening/enclosures around balconies, excluding balcony railing.

**4.06 Alteration of Interior Floor Plans.** The floor plans for the interior space within each Unit shown on the Plat are preliminary and may be changed by the Declarant prior to or after commencement of construction without amending the Plat. No exterior boundary may be changed except as provided herein or in Chapter 703, Wisconsin Statutes.

**4.07 Expansion.** This Condominium is not expandable, but it is a Subordinate Association of the Aldon Station Neighborhood Association, Inc., a homeowner's association for which this condominium is entitled to representation in accordance with the Bylaws of the Aldon Station Neighborhood Association, Inc.

## **Article V – Common Elements**

**5.01 Description.** The Common Elements shall consist of all of the Property not located within the boundaries of the Units, and all easements, rights, and appurtenances pertaining thereto and shall include the Limited Common Elements. The Common Elements include, but are not limited to, the land, private driveways and sidewalks, foundations, columns, pilasters, girders, beams, condominium signage, landscaping, storm water management improvements, centralized mailbox location and lobby, hallways providing access to multiple Units, shared drive aisle within the garage, all sewer and water mains and laterals within the Property, the foundations, columns, posts, pillars, supports, exterior walls and surfaces, structural walls, walls common to two or more Units, roof trusses, the roof, exterior windows and doors, exterior walls and structural walls, garage door, elevator, centralize refuse system, and all other improvements or amenities not located in a Unit and serving more than one Unit.

**5.02 Limited Common Elements.** Certain Common Elements as described in this Section or shown in the Plat or other instrument of conveyance, whether contiguous or not, shall be reserved for the exclusive use of the Unit Owners of one or more and to the exclusion of all other Units in the Condominium. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Limited Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein: (a) walkways, decks, and patios attached to, leading directly to or from, or adjacent to each Unit; and (b) The parking spaces and storage units, if any, identified on the Condominium Plat as designated and reserved for any Unit, if any.

**5.03 Partition/Division of Common Elements Prohibited.** There shall be no partition or division of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property withdrawn from the terms of this Declaration and the Act.

**5.04 Conflict Between Boundaries.** If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common

Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 4.05 and 4.06 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements. If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment. Following any change in the location of the boundaries of the Units under this Section, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration and the percentage interests as determined in Article 6 shall remain the same.

5.05. **Use.** The manner of use of the Common Elements shall be governed by this Declaration, the Declaration of Restrictive Covenants, Conditions and Building Restrictions recorded against the Property, the Bylaws and such Rules and Regulations as may be established by the Association from time to time. Subject to such restrictions, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner(s) of such Limited Common Elements.

## **Article VI – Percentage Interests & Voting**

### **6.01. Percentage Interests.**

**A. Common Element Interest.** Each Unit Owner shall own an undivided interest in the Common Elements as tenants in common with all other Unit Owners. Except as otherwise limited in this Declaration, each Unit Owner shall have the right to use and occupy the Common Elements for all purposes incidental to the Unit Owners' use of a Unit as a place of residence or such other uses as permitted in this Declaration. The undivided percentage interest in the Common Elements (the "Ownership Percentage Interest") appurtenant to each Unit shall be a percentage equal to the square footage of a Unit divided by the total square footage of all Units.

**B.** Unit square footage is as defined by the condominium plat as follows:

Units 201 and 301 are 2,141 sq. ft. each (5.4% each Ownership Percentage Interest)

Units 202 and 302 are 1,644 sq. ft. each (4.1% each Ownership Percentage Interest)

Units 203 and 303 are 1,802 sq. ft. each (4.5% each Ownership Percentage Interest)

Units 204 and 304 are 1,770 sq. ft. each (4.5% each Ownership Percentage Interest)

Units 205 and 305 are 1,563 sq. ft. each (3.9% each Ownership Percentage Interest)

Units 206 and 306 are 1,540 sq. ft. each (3.9% each Ownership Percentage Interest)

Units 207 and 307 are 2,026 sq. ft. each (5.1% each Ownership Percentage Interest)

Unit 401 is 2,735 sq. ft (7.0% each Ownership Percentage Interest)

Unit 402 is 3,115 sq. ft (7.9% each Ownership Percentage Interest)

Unit 403 is 3,171 sq. ft (8.0% each Ownership Percentage Interest)

Unit 404 is 2,838 sq. ft (7.2% each Ownership Percentage Interest)

Unit 405 is 2,825 sq. ft (7.1% each Ownership Percentage Interest)

Total Square Footage is 39,656 sq. ft.

**C. Valuation Percentage Interest.** For purposes of establishing a Unit Owner's percentage interest in insurance proceeds and condemnation award in the event 433 Aldon Circle is completely destroyed or taken by eminent domain and is subjected to partition in lieu of reconstruction as described herein, and for purposes of establishing a Unit Owner's percentage of any surplus in Construction Funds as described herein, the Valuation Percentage Interests shall be calculated as provided herein. Each Unit Owner's Valuation Percentage Interest is equal to the percentage obtained by dividing the equalized assessed value of such Unit Owner's Unit as determined by the taxing municipality by the sum of the equalized assessed values of all Units in the Condominium. If equalized assessed values are not available for all Units, then the Percentage Interests shall be computed using the purchase prices paid by the most current Unit Owners and the list prices for any unsold Units. If all Units are not fully constructed, the Percentage Interests shall be computed using the construction cost to date of occurrence for each Unit then the remaining parts of the Condominium/433 Aldon Circle as determined by the building contractor. Insurance Percentage Interests calculated as of the date of damage to the Condominium shall control the distribution of proceeds or funds as hereinafter set forth in this Declaration.

**6.02. Conveyance, Lease, or Encumbrance of Percentage Interest.** Any deed, mortgage, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein. No undivided percentage interest in the Common Elements shall be separated from the Unit to which it is appurtenant. No Unit Owner shall execute any deed, mortgage, lease, or other instrument affecting title to or ownership of such Unit without including therein both the Unit Owner's interest in the Unit and the Unit Owner's corresponding undivided percentage interest

in the Common Elements, it being the intention to prevent any severance of such combined ownership. Any deed, mortgage, lease, or other instrument purporting to affect one without including the other shall be deemed to include the interest omitted even though the latter is not expressly mentioned or described therein. This provision shall not, however, prohibit the sole conveyance of a boat slip should a Unit Owner own a slip within the Aldon Station Neighborhood Association dock. A parking stall may only be assigned or leased to another Unit Owner within Station 433 Condominium. A boat slip may only be conveyed, assigned, or leased to another Unit Owner within Station 433 Condominium or another Owner within the Master Association.

**6.03. Voting.** Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association.

**6.04. Multiple Owners.** If there are multiple owners of any Unit, their votes shall be counted in the manner provided in Section 2.09 of the Bylaws of the Association.

**6.05. Limitations on Voting Rights.** No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The Bylaws of the Association may contain a provision prohibiting any Unit Owner from voting on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

## **Article VII – Condominium Association**

**7.01. General.** Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of the Association of Unit Owners known as "Station 433 Condominium" (hereinafter the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act"), this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate to a committee or subcommittee, the Rules, and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any rule, regulation, or revision thereto shall not be contrary to nor any less restrictive than equivalent Rules and Regulations of the Master Association. All rules



and regulations shall treat all Unit Owners similarly and may not distinguish in any rule or regulation the treatment of any Unit owned by the Master Association than any other Unit Owner. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

**7.02. Declarant Control.** Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and ensure payment of expenses thereof until one Unit has been sold to any person/entity other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person/entity other than the Declarant, except as provided in Section 7.03, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing declarant control is amended to permit a longer period, in which event, such longer period shall apply; (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interests to purchasers assuming that the Condominium; or (c) thirty (30) days after the Declarant's election to waive its right of control.

**7.03. Board of Directors.** The affairs of the Association shall be governed by a Board of Directors. Within sixty (60) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within sixty (60) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors.

**7.04 Maintenance and Repairs.**

A. **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (excluding patios and balconies serving a single Unit) and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for maintaining all Limited Common Elements, excluding patios and balconies serving a single Unit; for snow plowing all private sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing, long-term maintenance and replacement, when necessary, any Common Elements and Limited Common Elements, including supporting structure, roofing, drainage, and railings for decks and balconies, but specifically excluding any flooring/decking, screening or other enclosures of decks and balconies.

B. **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems servicing a system associated with the Unit), routine maintenance of decks and balconies, including repair, and replacement of decking/flooring, screening or other enclosures for decks and balconies, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. Each Unit and associated improvements shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in or likely to result in damage to the Common Elements or other Unit(s), the Association, upon fifteen (15) days' prior written notice to the Unit Owner of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owner of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

C. **Damage Caused by Unit Owners.** To the extent (1) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements, Limited Common Element or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, or its tenant, guest, or permittee of a Unit Owner, or (2) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element, Limited Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or permittee of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (3) the Association must restore the Common Elements, Limited Common Elements, or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefore, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

7.05. **Common Expenses.** Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, the Common Elements and other areas described in Section 7.04 (A), and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility

services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

#### **7.06. General Assessments.**

A. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners, for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Ownership Percentage Interests. General Assessments shall be due in advance of the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, Units not yet sold by Declarant shall not be subject to General Assessments. During the period of Declarant control, however, the General Assessments payable by any Unit Owner other than Declarant shall not exceed the amount that unit Owner would be charged if Declarant's Units were subject to full General Assessments, based on the annual operating budget then in effect. During the period of Declarant control, Declarant shall pay the deficit if the total General Assessments payable by Unit Owners other than Declarant do not cover total Common Expenses provided, however, in no event shall the Declarant's cost exceed what Declarant's share would have been if actually paying the monthly fee on each Unit owner by Declarant.

B. The Association may assess the Master Association up to twenty-five percent (25%) of the cost of seasonal and long-term maintenance costs and capital improvement costs associated with the exterior parking area so long as the exterior parking area is made available to the Master Association clubhouse for parking. Should the Association mutually agree to share additional services with either or both Station 417 Condominium Association, Inc., or the Master Association, including but limited to trash removal and cleaning/maintenance, each association shall pay its fair share of such additional expenses for which it may be assessed through the General Assessment process set forth in this Section. The exterior parking assessment may be modified by written agreement of the Master Association and the Association.

**7.07. Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such times and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear

interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

**7.08. Common Surpluses.** If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.06 and Section 11.06, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Ownership Percentage Interests or may be used for any other purpose as the Association may determine.

**7.09. Certificate of Status.** The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

**7.10. Statutory Reserve Account.** Pursuant to Wis. Stat. Sec. 703.163, the Declarant hereby elects not to establish a Statutory Reserve Account. The Declarant is hereby authorized to execute and record a Statutory Reserve Account Statement as required by Wis. Stat. Sec. 703.163. Nothing herein shall prohibit the Declarant or the Association from making a later determination to establish a Statutory Reserve Account pursuant to the procedures of Wisconsin Statutes. Further, nothing herein shall prohibit the Declarant or Association from establishing a Non-Statutory Reserve Account to be managed and used upon such terms and conditions as the Association may determine from time to time. At the time of initial sale of each Unit by Declarant, the sum of \$200.00 shall be paid by the buyer at the time of closing to the Association for deposit into a non-Statutory Reserve Account.

**7.11. Common Surpluses.** If the Association should accumulate surpluses, other than surpluses in Construction Funds or any Statutory Reserve Account, such common surpluses may be refunded to the Unit Owners, or credited against the Unit Owner's General Assessments in proportion to their respective percentage interests in the Common Elements or the surplus may be used for another purpose as the Association may determine, including being added to any Statutory/non-Statutory Reserve Account.

## **Article VIII – Alterations & Use Restrictions**

### **8.01. Unit Alterations.**

- A. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and does not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording an amendment to this Declaration and addendum to the Condominium Plat before it shall be effective

and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

- B. A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.
- C. If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 6.01 above.

**8.02. Separation, Merger, and Boundary Relocation.** Boundaries between Units may be relocated upon compliance with Section 703.13(6) of the Condominium Ownership Act and with the written consent of the Association. A Unit may be separated into two (2) or more units only upon compliance with Section 703.13(7) of the Condominium Ownership Act and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Section 703.13(8) of the Condominium Ownership Act and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Unit Owners and Mortgagees having an interest in the Unit or Units affected.

Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is approved.

When any boundary relocation, Unit separation, or merger requires the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

- A. In the case of a boundary relocation, the Percentage Interests formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the Percentage Interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association formerly appurtenant to the Units whose boundaries are being adjusted shall be reallocated in the same manner.
- B. In the case of a Unit separation, the Percentage Interests appurtenant to each Resulting Unit shall be determined as follows: for each Resulting Unit, the Percentage Interest appurtenant to the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be reallocated in the same manner.
- C. In the case of the merger of two or more Units, the Percentage Interests appurtenant to the resulting Unit shall be the combined Percentage Interests of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.
- D. An amendment to the Declaration or addendum to the condominium plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

#### **8.03. Use and Restrictions on Use of Unit.**

- A. The Units shall be used for single-family residential purposes, and for no other purpose unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons.

No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, or sales office may be conducted from any Unit. Any business that generates noise, odor, dust, or fumes, requires outside storage, or display of materials, or generates frequent pedestrian or vehicular traffic is prohibited. The foregoing restrictions as to residential use shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (a) maintaining his or her personal professional library in his or her

Unit; (b) keeping his or her personal business or professional records or accounts in his or her Unit; (c) handling his or her personal or business records or accounts in his or her Unit; or (d) handling his or her personal business or professional telephone calls, virtual meetings, or correspondence from the Unit, but in no instance shall this Section authorize the maintaining of an office at which customers, clients or vendors routinely visit, attend meetings or engage in business transactions in person. Nor shall this Section authorize a primary use other than residential use for any Unit.

**8.04. Nuisances.** No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would permit or cause an increase in the premiums for insurance required to be maintained by the Association under Article IX. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist.

### **Article IX – Insurance**

**9.01. Fire and Extended Loss Insurance.** The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Units as originally constructed to the exterior of the unfinished planes of each Unit and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit from the perimetrical boundaries of the Unit inward including drywall, flooring, fixtures, cabinetry, appliances, and all improvements and contents located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums incurred by the Association for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X. Each Unit Owner is responsible for ensuring the build out of their respective unit including all contents and shall provide evidence of such insurance to the Board of Directors.

**9.02. Public Liability Insurance.** The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Resident Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least \$1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its

directors, and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

**9.03. Mutual Waiver of Subrogation.** Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

**9.04. Standards for All Insurance Policies.** All insurance policies provided under this Article IX shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

## **Article X – Reconstruction, Repair or Sale in the Event of Damage or Destruction**

**10.01. Determination to Reconstruct or Repair.** If all or any part of the Common Elements including Limited Common Elements become damaged or destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

- A. Damage Less Than Ten Percent of Replacement Cost.** If the cost to repair or reconstruct the damaged portion of the Condominium is less than ten percent (10%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to the subject Unit are cast in favor of such repair or reconstruction.



- B. Damage Equal to or Greater Than Ten Percent of Replacement Cost.** Where insurance is available, and if the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than ten percent (10%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to the subject Unit are cast in favor of such repair or reconstruction.
- C. Damage Equal to or Greater Than Five Percent of Replacement Cost.** Where insurance is not available and if the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.01(c) shall be deemed consent to subject the Condominium to an action for partition.
- D. Damage to a Unit.** If any Unit or improvements located within any Unit are damaged for any reasons, the Unit Owner shall repair and restore such Unit to its condition prior to the damage as soon as possible, but in any case, within 180 days of the damage occurring.

**10.02. Plans and Specifications.** Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

**10.03. Responsibility for Repair.** In all cases after a casualty has occurred to the Condominium and except as otherwise provided in Article X, the Association has the responsibility of reconstruction and repair and shall immediately obtain reliable and detailed estimates of the cost to rebuild or repair.

**10.04. Insurance Proceeds and Construction Fund.** Insurance proceeds held by the Association as trustee pursuant to Section 9.01 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.06.

**10.05. Assessments for Deficiencies.** If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion with each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

**10.06. Surplus in Construction Funds.** All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first money disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

**10.07. Partition and Sale Upon Consent.** If following damage or destruction described in Section 10.01(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Brown County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

**10.08. Mortgagees' Consent Required.** No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

## **Article XI – Condemnation**

**11.01. Allocation of Award.** Any damages for taking of all or part of the Condominium shall be awarded as follows:

- A. If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein and for consequential damages to the Unit or improvements located therein.
- B. If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.02 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.
- C. If part of the Common Elements is taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.
- D. If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

**11.02. Determination to Reconstruct Condominium.** Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a usable whole, the Condominium shall be restored or reconstructed.

**11.03. Plans and Specifications for Condominium.** Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

**11.04. Responsibility for Reconstruction.** In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association, and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

**11.05. Assessments for Deficiencies.** If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

**11.06. Surplus in Construction Fund.** It shall be presumed that the first money disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

**11.07. Percentage Interests Following Taking.** Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

**11.08. Partition and Sale Upon Consent.** If, pursuant to Section 11.02, the Association determines that, following a taking of any part of the Units, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Brown County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

## **Article XII - Mortgagees**

**12.01. Notice.** Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

- A. The call for any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.
- B. Any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.
- C. Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

**12.02. Amendment of Provisions Affecting Mortgagees.** Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.01 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

**12.03. Owners of Unmortgaged Units.** Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.04. **Condominium Liens.** Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

### **ARTICLE XIII - Amendments**

13.01. **Amendments.** Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, the consent in writing of the Declarant, its successors, or assigns, shall also be required. No amendment shall alter or abrogate the rights of the Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Brown County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions.

### **Article XIV – Remedies**

14.01. **Remedies.** The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several.

Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

**14.02. Attorney Fees and Damages.** The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, any Unit Owner that fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor.

Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

**14.03. Government Regulation.** Nothing herein shall be deemed to limit the rights of local or state governments with jurisdiction over the Property to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration.

**14.04. Failure of Association to insist on Strict Performance.** The failure of the Association to insist, in one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this declaration, the Bylaws, CC&R, or Rules and Regulations shall not be construed as a waiver or a relinquishment for the future enforcement of such term, covenant, condition, or restriction, which shall at all times remain in full force and effect. The receipt of the Association of payment of any Assessment from a Unit Owner, with knowledge of any breach, shall not be deemed as a waiver of the breach, and no waiver by the Association of any provision shall be deemed to have been made unless expressed in writing signed by the appropriate officers of the Association.

## **Article XV – General Provisions**

**15.01. Grant of Easements.** The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to the Village of Ashwaubenon and County of Brown or public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, to the extent feasible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the

purposes for which the easement is created. Declarant reserves onto itself the right to grant an ingress/egress easement from the driveway access for this condominium to Lot 28 should Declarant require such access for future development of Lot 28.

**15.02 Parking Easement.** A exterior parking area and fire lane easement (hereinafter the "Parking Easement") for ingress, egress and shared parking over the exterior parking area including drive lanes upon the Property for the benefit of this Condominium, Station 417 Condominium Association, including Unit 18 owned by the Master Association, of the Plat of Aldon Station. The Parking Easement shall provide all costs for seasonal and long-term maintenance, and reconstruction shall be shared proportionately by this Association and each entity that becomes a party to the Parking Easement such that each entity would be responsible for equal shares of such costs upon receipt of an initial certificate of occupancy for the entity's property. The fully constructed parking areas shall not be utilized for construction purposes unless otherwise agreed to in writing by the parties.

**15.03 Ingress & Egress.** Each Unit Owner shall have a perpetual right of ingress and egress over the Common Elements to and from the Unit owned by such Unit Owner. This right is appurtenant to and shall pass with title to each Unit. Each Unit Owner ("Entering Unit Owner") shall have an easement to enter any neighboring Unit upon reasonable notice to the Unit Owners of the neighboring Unit and the Association for the purpose of gaining access to any junction boxes, ducts, vents, wires, cables, conduits, mechanical and plumbing equipment, and other equipment for which the Entering Unit Owner is responsible under this Declaration in order to maintain, repair or replace the same. Notwithstanding the foregoing, no Unit Owner shall have an easement to enter any neighboring Unit for the purpose of gaining access to any items or equipment described in this Article 15 that are otherwise accessible to the Enter Unit Owner from their own Unit or from a Common Element. All entries made by the Entering Unit Owner into any neighboring Unit shall be made under the Association's supervision or other person that the Association may appoint. The Entering Unit Owner shall repair any damage caused by such access and in the event the Entering Unit Owner fails to repair such damage, the Association shall repair the damage and specially assess the cost thereof against the Entering Unit Owner. This provision does not grant the right of ingress and egress within the residential building at 433 Aldon Circle but is limited to ingress and egress in the exterior common elements such as the parking lot, sidewalks, and paths.

**15.04 Right of Entry.** By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.04. Such entry shall be made with prior notice to the Unit Owners and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

**15.05 Notices.** All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.08. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

**15.06 Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

**15.07 Access to Condominium by the Declarant and Owners of Unbuilt Units.** During any period in which: (a) Declarant is constructing any Building or other improvements on the Property; (b) all Unit Owners of Units within a Building are constructing such Building and Limited Common Elements appurtenant to such Units; or (c) Declarant is constructing, replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

**15.08 Resident Agent.** The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is Ryan P. Radue, 2585 S. Broadway, Ashwaubenon, Wisconsin 54304. The resident agent may be changed by the Association in any manner permitted by law.

**15.09 Assignment of Declarant's Rights.** The rights, powers, and obligations of the party named as "Declarant," as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment shall be signed only by the assignor and assignee named therein.

**15.10 Conflicts.** If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

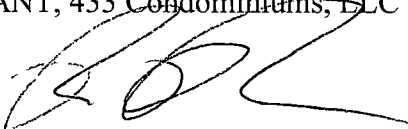
**15.11 Disclosure Regarding Warranties.** The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited



Common Elements. Any implied warranty of workmanlike performance and that the building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

WITNESS THE HAND of said Declarant, this 2<sup>nd</sup> day of Oct, 2025

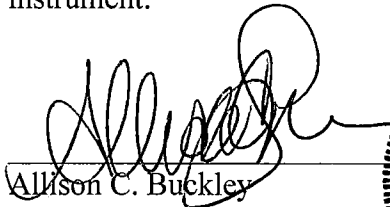
DECLARANT, 433 Condominiums, LLC



Ryan P. Radue, Sole Member

STATE OF WISCONSIN  
BROWN COUNTY

Ryan P. Radue, sole member of 433 Condominiums, LLC personally came before me this 2<sup>nd</sup> day of October, 2025 and is known to me to be the person who executed the foregoing instrument.



Allison C. Buckley  
Notary Public  
Brown County, Wisconsin  
My commission is permanent.

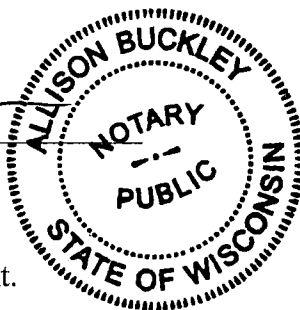


Exhibit A  
Legal Description of Station 433 Condominium

Part of Lots 27 and 28 of the recorded "Aldon Station" (Volume 24, Plats, Page 150, Document Number 2918768, Brown County Records), located in Private Claim 24, West Side of Fox River, Village of Ashwaubenon, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of Lot 28 of the recorded "Aldon Station" (Volume 24, Plats, Page 150, Document Number 2918768, Brown County Records); thence S27°45'55"W, 148.40 feet along the West line of said Lot 28 to a South line of said Lot 28, also being the North line of Outlot 5, Certified Survey Maps, Map Number 9423, Document Number 2990955, Brown County Records; thence N76°45'09"E, 16.56 feet along said South line and said North line to a South line of said Lot 28, also being a North line of said Outlot 5; thence S85°50'56"E, 44.45 feet along said South line and said North line to a South line of said Lot 28, also being a North line of said Outlot 5; thence S63°43'53"E, 44.45 feet along said South line and said North line to a South line of said Lot 28, also being a North line of said Outlot 5; thence S46°19'58"E, 50.88 feet along said South line and said North line to the Point of Beginning; thence continuing S46°19'58"E, 3.58 feet along said South line and said North line to a South line of said Lot 28, also being a North line of said Outlot 5; thence S61°32'17"E, 273.07 feet along said South line, said North line and the South line of Lot 27 of the recorded "Aldon Station" (Volume 24, Plats, Page 150, Document Number 2918768, Brown County Records), to a West line of the recorded "Station 417 Condominium", (Document Number 3033732, Brown County Records); thence N26°10'05"E, 115.38 feet along said West line and its extension to a West line of said recorded "Station 417 Condominium", also being the East line of said Lot 27; thence N14°26'10"W, 89.65 feet along said West line to the Southerly right of way of Aldon Circle; thence 30.09 feet along the arc of a 150.00 foot radius curve to the right whose long chord bears N87°18'15"W, 30.04 feet along said Southerly right of way; thence S08°26'35"W, 10.00 feet along said Southerly right of way; thence 58.00 feet along the arc of a 160.00 foot radius curve to the right whose long chord bears N71°10'21"W, 57.68 feet along said Southerly right of way; thence N60°47'17"W, 79.35 feet along said Southerly right way to the West line of said Lot 27; thence 52.85 feet along the arc of a 960.00 foot radius curve to the left whose long chord bears N62°21'54"W, 52.84 feet along said Southerly right of way; thence S27°45'55"W, 148.20 feet to a South line of said Lot 28 and to the point of beginning.

Parcel contains 41,718 square feet / 0.96 acres more or less.

Parcel contains easements and restrictions of record.

Exhibit B  
Station 433 Condominium Plat



SURVEYOR'S CERTIFICATE

[illegible]

This plot is a correct representation of Section 4.55 Condominium as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the title hereof. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium buildings and units contained in this plot and the approximate dimensions and floor areas thereof.

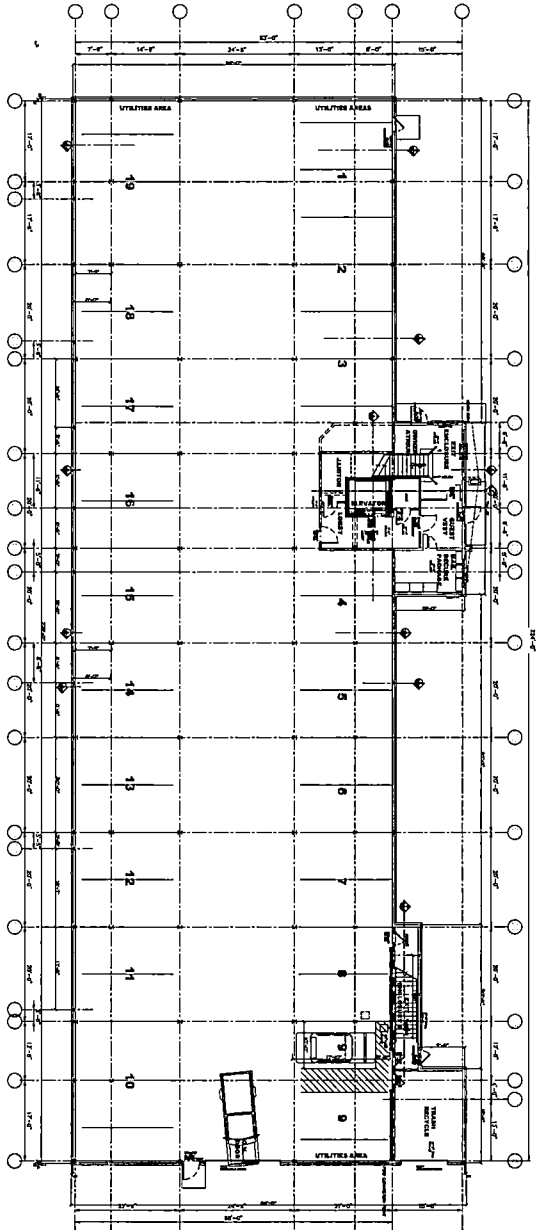
SUBMITTED BY:  
Verdicher Associates, Inc.  
400 Security Blvd. Ste  
Green Box, W 54313  
(920) 434-9670



STATION 433 CONDOMINIUM  
PART OF LOTS 27 AND 28 OF THE RECORDED "ALDON STATION" (VOLUME 24, PLATS, PAGE 150,  
DOCUMENT NUMBER 2918768, BROWN COUNTY RECORDS), LOCATED IN PRIVATE CLAIM 24, WEST  
SIDE OF FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN.



Station 433 Condominium  
Foundation/Parking Level Plan  
Units 201, 202, 203, 204, 205, 301, 302,  
303, 304, 305, 401, 402, 403, 404 & 405



STEVEN M. BIEDA  
Surveyor  
August 20th, 2025

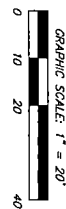


verbicher  
planners | engineers | advisors



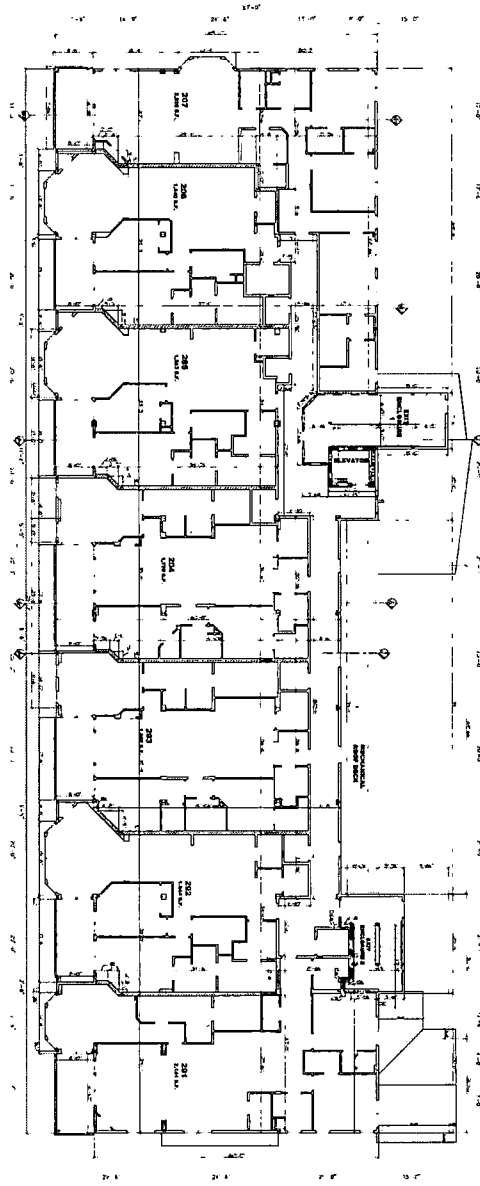
SUBJECT FOR  
Radue Homes Inc.  
2005 S Broadway  
Green Bay, WI 54304  
  
SHEET 32 OF 32  
Radue Homes Inc.  
400 Stewart Ave. #1  
Green Bay, WI 54303  
(920) 434-8810  
  
JAN 17, 2025  
Drawing No. P-2112  
Drawn BY: NDK  
Checked BY: HGA  
Sheet 3 of 7

**STATION 433 CONDOMINIUM**  
PART OF LOTS 27 AND 28 OF THE RECORDED "ALDON STATION" (VOLUME 24, PLATS, PAGE 150,  
DOCUMENT NUMBER 2918768, BROWN COUNTY RECORDS), LOCATED IN PRIVATE CLAM 24, WEST  
SIDE OF FOX RIVER, VILLAGE OF ASHWABENON, BROWN COUNTY, WISCONSIN.



**Station 433 Condominium**  
**Second Floor Plan**  
Units 201, 202, 203, 204 & 205

**COMPOSITE PLAN**  
**SECOND FLOOR**  
SCALE 1/8"=1'-0"



*[Signature]*  
Steven M. Bieda  
Professional Land Surveyor  
No. 4225  
Issued 11th, 2025  
Expires 11th, 2025  
August 29th, 2025



**vierbicher**  
planners | engineers | architects



**SUBMITTED FOR:**  
Riviera Homes Inc.  
2005 S. Broadway  
Green Bay, WI 54304

**SUBMITTED BY:**  
Vierbicher Associates, Inc.  
480 Security Blvd, Ste 1  
Green Bay, WI 54313  
(920) 434-8870

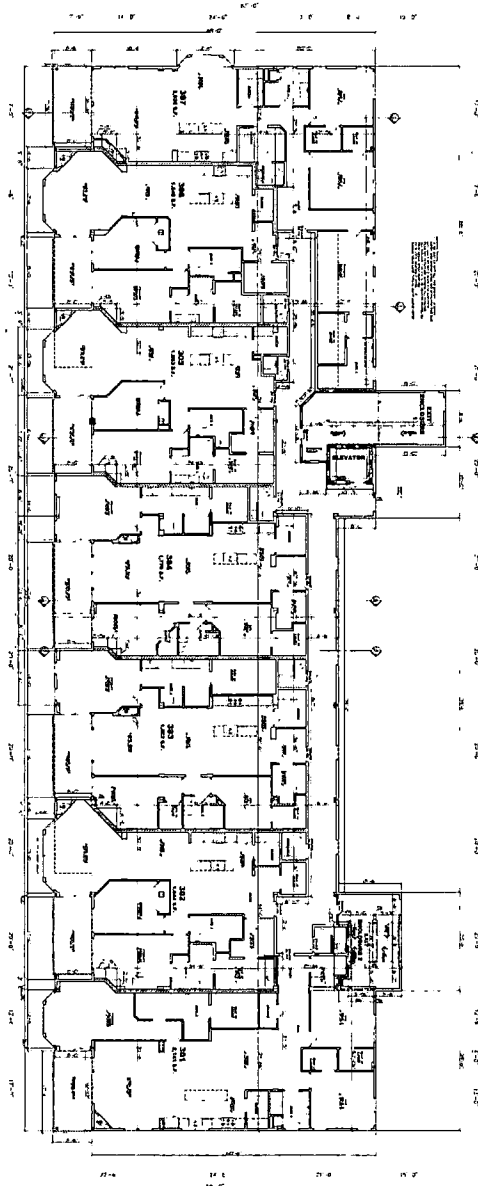
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**REVISION:** 08/29/2025  
**DRAWN BY:** MKV  
**CHECKED BY:** MKV  
**SHEET:** 4 of 7

**STATION 433 CONDOMINIUM**  
PART OF LOTS 27 AND 28 OF THE RECORDED "ALDON STATION" (VOLUME 24, PLATS, PAGE 150,  
DOCUMENT NUMBER 2918768, BROWN COUNTY RECORDS), LOCATED IN PRIVATE CLAIM 24, WEST  
SIDE OF FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN.

GRAPHIC SCALE: 1" = 20'  
0 10 20 40

*Station 433 Condominium*  
*Third Floor Plan*  
Units 301, 302, 303, 304 & 305

**COMPOSITE PLAN**  
**THIRD FLOOR**  
SCALE 1/8"=1'-0"



STEVEN M. BIEDA  
PLS-2275  
GREEN BAY, WI  
August 29th, 2025



**vierbicher**  
planners | engineers | advisors



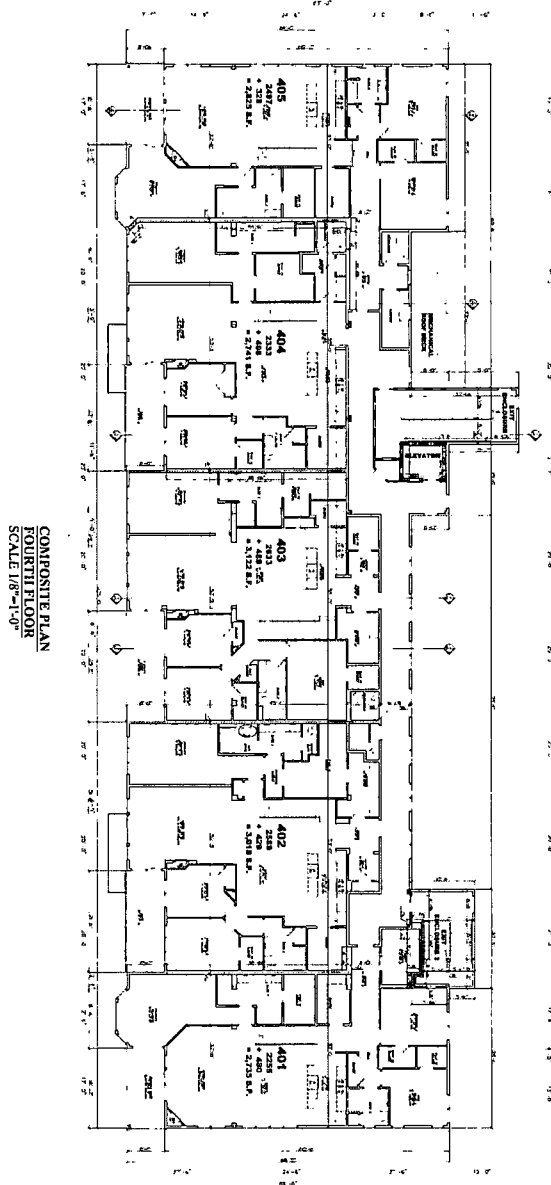
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| <b>SUBMITTED FOR:</b><br>Rosa Hernandez Inc.<br>2095 S. Broadway<br>Green Bay, WI 54304 | <b>SUBMITTED BY:</b><br>Vierbicher Associates, Inc.<br>400 Security Drive, Ste. 1<br>Green Bay, WI 54303<br>(920) 434-5870 |
| <b>DATE:</b><br>August 29, 2025                                                         | <b>DRAWN BY:</b><br>MKV                                                                                                    |
| <b>CHECKED BY:</b><br>MKV                                                               | <b>SHEET:</b><br>3 of 7                                                                                                    |



**STATION 433 CONDOMINIUM**  
PART OF LOTS 27 AND 28 OF THE RECORDED "ALDON STATION" (VOLUME 24, PLATS, PAGE 150,  
DOCUMENT NUMBER 2918768, BROWN COUNTY RECORDS), LOCATED IN PRIVATE CLAIM 24, WEST  
SIDE OF FOX RIVER, VILLAGE OF ASHWAUDENON, BROWN COUNTY, WISCONSIN.



**Station 433 Condominium**  
**Fourth Floor Plan**  
Units 401, 402, 403, 404 & 405



**COMPOSITE PLAN**  
**FOURTH FLOOR**  
SCALE 1/8"=1'-0"

Shawna, Brock  
Bieda  
August 11th, 2025  
revised  
August 20th, 2025



**vierbicher**  
planners | engineers | advisors



**SUBMITTED FOR:**  
Riviera Homes Inc.  
2005 S. Broadway  
Green Bay, WI 54304

**DESIGNED BY:**  
Shawna M. Bieda  
August 11th, 2025  
(100) 433-4010

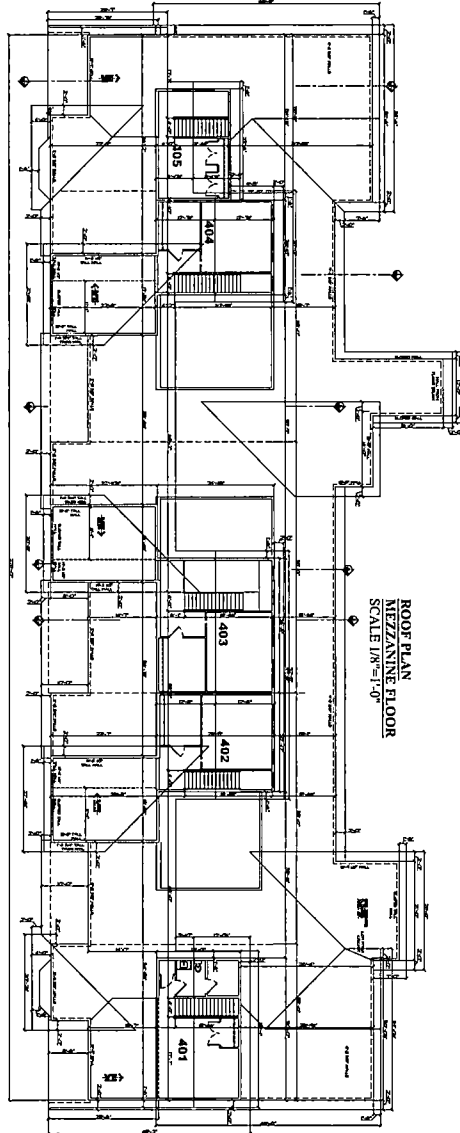
**DRAWN BY:**  
Drew K. R-15020  
Drawing No. K-2112

**CHECKED BY:**  
Drew K. R-15020  
Drawing No. K-2112

**DATE:**  
August 20th, 2025

**SHEET:**  
Sheet 8 of 7

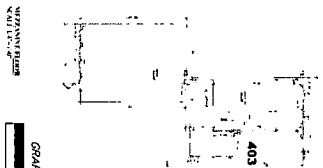
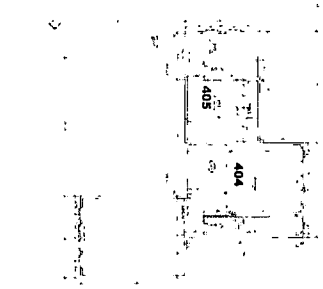
**STATION 433 CONDOMINIUM**  
PART OF LOTS 27 AND 28 OF THE RECORDED "ALDON STATION" (VOLUME 24, PLATS, PAGE 150,  
DOCUMENT NUMBER 2918768, BROWN COUNTY RECORDS), LOCATED IN PRIVATE CLAIM 24, WEST  
SIDE OF FOX RIVER, VILLAGE OF ASHWABENON, BROWN COUNTY, WISCONSIN.



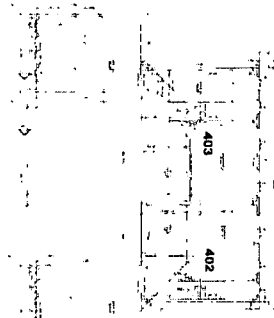
Station 433 Condominium  
Roof Plan/Mezzanine Floor  
Units 401, 402 & 403

Station 433 Condominium  
Roof Plan/Mezzanine Floor  
Units 401, 402 & 403

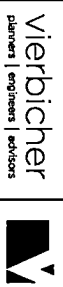
Station 433 Condominium  
Roof Plan/Mezzanine Floor  
Units 401, 402, 403, 404 & 405



GRAPHIC SCALE: 1" = 20'  
0 10 20 40



MEZZANINE FLOOR



SUBMITTED FOR:  
Rohde & Associates Inc.  
2085 S. Broadway  
Green Bay, WI 54304

SUBMITTER:  
4000 Blue Ridge Road  
Green Bay, WI 54303  
(920) 434-8010

DATE: 7-1-15020  
Drawing No. E-2122  
Date: 08/22/2025  
Described By: NKV  
Checked By: NKV  
Sheet 7 of 7

