

The Declaration of Restrictive Covenants,
Conditions & Building Restrictions for
Lots _____

Of Aldon Station, legally described as Part of Lot 2
of Meade's subdivision and Part of Private Claim 24
and 25, West Side of the Fox River, in the Village
of Ashwaubenon, Brown County, Wisconsin

Drafted by and return to:
Allison Buckley
Radue Homes
2585 S Broadway
Green Bay, WI 54304

WHEREAS, Radue Homes is owner and developer, hereinafter "Declarant," of Aldon Station, Village of Ashwaubenon, Brown County, Wisconsin legally described as Part of Lot 2 of Meade's subdivision and Part of Private Claim 24 and 25, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin (as depicted in Exhibit A attached and hereinafter the "Plat"); and

WHEREAS, the Declarant has incorporated under the laws of the State of Wisconsin, a non-stock corporation known as Aldon Station Neighborhood Association, Inc. (hereinafter "Association"); and

WHEREAS, Declarant wishes to declare the following Restrictive Covenants, Conditions, and Building Restrictions upon the Plat to insure the use of the Plat for attractive residential purposes, to prevent nuisances, to prevent the impairment of the attractiveness of the Plat, and to maintain the desired tone of the community, and thereby insure each lot owner the full benefit and enjoyment of property, with no greater restriction on the free and undisturbed use of the lot than is necessary to insure the same advantages to the other lot owners.

NOW THEREFORE, Declarant hereby imposes upon and subjects all of the Plat to the following conditions, restrictions, covenants, and reservations hereinafter set forth:

1. The following words are terms of art and given special meaning throughout this Declaration and are defined as follows:
 - a. "Association" or "Master Association" shall mean the Aldon Station Neighborhood Association, a Wisconsin Non-stock Corporation incorporated under the laws of the State of Wisconsin.
 - b. "Bylaws" shall mean the Bylaws of Aldon Station Neighborhood Association, Inc.
 - c. "Common Property" shall mean the all real property and any improvements located thereon, and all personal property, from time to time intended to be devoted to the use and enjoyment of all Members of the Association and maintained by the Association. This may include but is not limited to designated outlots, exterior areas of land or interior space of a structure. Such areas shall be designated by the Plat, Bylaws, Rules

and Regulations, or Condominium instrument and may include but is not limited to clubhouses, recreational facilities, trails, and greenspace. In no event shall this term be intended to include a private dwelling or public rights of way.

- d. "Dwelling" or collectively "Dwellings" shall mean any residential structure constructed upon an individual lot.
 - e. "Lot" shall mean the individual lots enumerated in the Plat.
 - f. "Lot Owner" shall mean the individual(s), entity holding right, title and interest in Lots 4 through 25, 29 through 60, and any Subordinate Association with right, title and interest in Lots 1, 2, 3, 26, 27 and 28. Lot Owner shall not include the Association, Village of Ashwaubenon or owner of any designated outlot.
 - g. "Outlot" shall mean any subdivided portion of land labeled as "outlot" in the Plat.
 - h. "Rules and Regulations" shall mean the Rules and Regulations of Aldon Station Neighborhood Association, Inc. that may be adopted and/or amended by the Association.
 - i. "Subordinate Association" means an association established by Declarant or the Association for a specific purpose including but not limited to providing private boat docks for Lot Owners or condominium associations that manage condominiums located on Lots 1, 2, 3, 26, 27, and 28. All Subordinate Associations shall be established solely for the benefit of the residential Lot Owners or members of Subordinate Associations of Lots 1, 2, 3, 26, 27 and 28. The Association shall serve as the Master Association to each Subordinate Association that may be created within the Plat.
2. Land Use and Buildings: No Lot, excluding Outlots and not more than 15,000 square feet of Lot 1, whether or alone or in combination with another Lot(s), shall be used for any purposes other than single family residential purposes in compliance with these covenants.
- a. No building erected elsewhere shall be moved onto any lot.
 - b. All single-family homes, excluding condominiums constructed upon Lots 1, 2, 3, 26, 27 and 28, shall have a full basement and shall be constructed on site.
 - c. Subject to municipal approvals including amendment of the applicable planned unit development ordinance, Lot 1 must be used exclusively for residential purposes except no more than 15,000 square feet which may be used for retail or restaurant purposes. Said space shall be restricted to frontage along South Broadway, may not contain vehicular drive-through services and shall not have more than 50% of sales derived from the sale of alcohol consumed on site.
3. Design and Architectural Standards: All Dwellings constructed upon the Lots shall be subject to the following minimum architectural standards:
- a. The exterior surface of all Dwellings shall be covered with material as chosen by Declarant to ensure quality and continuity throughout the Plat or in the case of remodeling or reconstruction a change in the type, quality or color of materials shall be approved by the Association.
 - b. Rear yard decks appurtenant to the Dwellings, if any, may not utilize wood decking material, wood side rails, or wood handrails. Only synthetic wood, composite, stone, concrete, or brick may be utilized.
 - c. No satellite dishes shall be permitted on the front half of any Dwelling.
 - d. All physically adjoining homes must have the same or complimentary exterior materials in color, material, and type. Roofing material must be identical.
 - e. No accessory structures, including but not limited to kennels, dog houses, sheds, and fences of any kind shall be permitted other than those approved by the Association for the Common Property. No fences, except invisible dog fencing, may be located on any

portion of a Lot. Privacy barriers of any kind shall be made of natural landscaping material only.

4. **Developer Review:** Declarant reserves the right of architectural and design review for homes proposed to be constructed in the subdivision. Declarant review shall include but not be limited to the covenants within this document as well as the overall design and placement of the proposed structure. The intent of this review is to encourage the same quality and standards throughout the development. Proposed plans shall be given to the Declarant prior to seeking a building permit from the local municipality. Any walkouts or exposed windows from lower level must have Declarant, surveyor, or engineer approval at the time of plan submission and be clearly indicated on the plans submitted for approval. The Declarant shall review and comment on the proposed plan within 10 business days of receipt of the plan. Failure to comment, by the Declarant, within 10 business days shall constitute approval. Declarant approval of plans shall in no way constitute approval of any condition which would be contrary to any village, county, or state requirements.
5. **Removal of Dirt:** No fill or topsoil shall be removed from the subdivision without written consent from the Declarant. So long as the Declarant owns any lot, Declarant reserves the right to direct the disposition of any dirt (soil) that is to be moved from the lot.
6. **Grading:** No Lot Owner shall block, dam, or otherwise obstruct the flow of surface water drainage so as to cause such water to back-up onto the lot of another Lot Owner or so as to restrict the use or enjoyment of any other lot by any other Lot Owner. Each Lot Owner is responsible for maintaining established grade. Lawn and landscaping shall be in strict compliance with any approved drainage plan. These grading restrictions shall also apply to the Association as it may apply to any Outlot or Common Property.
7. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding shall be used on any parcel at any time as a residence either temporarily, or permanently. No structure other than a fully completed dwelling shall be occupied for residential purposes.
8. **Completion Date:** All structures must be completed within twelve months and shall have the exterior completed within 12 months after commencement of building construction, except condominium buildings shall be completed within 24 months and have exteriors completed within 14 months after commencement of building construction. Initial landscaping, lawn, driveways, and sidewalks must be completed within 10 months after receipt of a temporary or permanent certificate of occupancy from the permitting agency. Driveways must be of hard surfaces.
9. **Access:** During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to the adjacent lots, the owner of the home under construction shall restore or pay the Declarant for the restoration of said property to its pre-damaged condition.
10. **Parking:** Non-operable vehicles, boats, trailers, RV's, campers, all-terrain vehicles, buses, or other such commercial or recreational vehicles may not be parked or stored outside for more than three (3) consecutive days and not more than twelve (12) total days during any twelve month period. Storage, temporary or permanent of these vehicles must be kept in an enclosed garage. Vacant lots or Common Property may not be used for storage of any kind or parking of the above listed vehicles.

11. Landscape and Exterior Maintenance:

- a. All Lots' lawns and landscaping shall be maintained in an attractive manner in accordance with the original landscape plan. All Lots' lawns must be kept clipped. No "wildlife" or "prairie" lawns are permitted in front of any Dwelling. Variations in plantings, trees or other landscaping features that deviate from the original Lot's landscaping plan shall be approved by the Homeowner's Association and at the Lot Owner's expense.
- b. The cutting and storage of firewood shall be contained to an area concealed from the view of neighbors and be maintained in an orderly fashion.
- c. All garbage and recycling containers shall be kept in the garage except after 4:00 pm on the day prior to the day of pick up and no later than midnight on the day of pick up. Condominium buildings shall have centralized trash collection within each building for their respective unit owners. Dumpsters shall not be permitted to be stored or screened outside of any building.
- d. It shall be the affirmative duty of each Lot Owner at all times to keep and maintain the improvements and landscaping upon such Lot Owner's Lot in good and presentable condition and repair. Maintenance of each Lot and all parts of any structure thereon, unless specifically identified as being the responsibility of the Association, shall be the responsibility of the Lot Owner of such Lot.

12. The Association shall have the right to provide exterior maintenance upon, or repair or replacement of, any Lot and improvements or landscaping thereon in the event of default by any Lot Owner in that Lot Owner's duties hereby imposed; subject, however, to the following provisions.

- a. Prior to performing any maintenance, repair or replacement on a Lot Owner's property, the Board of Directors of the Association, or a committee appointed by the Board of Directors, shall determine that the same is in need of maintenance, repair or replacement, and is detracting from the overall appearance of the Property.
- b. Except in the event of an emergency, prior to commencement of any work, the Board of Directors must furnish at least fifteen (15) days' prior written notice to the Lot Owner at the last address listed in the Association's records for said Lot Owner notifying the Lot Owner that unless certain specified replacements, repairs or maintenance are commenced within said fifteen (15) day period and thereafter diligently pursued to completion, the Association may procure said replacements, repairs or maintenance, and charge same to the Lot Owner. In the case of where a Lot Owner is a Subordinate Association, then the Association shall notify the applicable Subordinate Association and the Subordinate Association shall notify its members to the extent necessary and/or applicable, but such requirement shall not extend the time periods contained in this Section unless agreed to in writing by the Master Association.
- c. Upon the failure of the Lot Owner to act within said period of time and to thereafter diligently pursue such replacements, repairs or maintenance, the Association or its designee shall have the right to enter in or upon any Lot, in or upon any Dwelling as necessary during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board of Directors, entry may be made on any day and at any hour. The Association may hire a contractor to act as its designee to make such necessary replacements, repairs, or maintenance as is specified in the written notice. The Association shall have the right to complete repairs and maintenance including but not limited to exterior paint, repair, replace

and care for roofs, gutters, downspouts and exterior building surfaces, clean or resurface paved access ways and parking areas, trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements, as well as to provide general exterior cleanup, and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of the Plat. None of the Declarant, the Association, or their agents or employees, shall be liable to the Lot Owner for any trespass or damages or injury to the property or person of the Lot Owner or the occupants or invitees of the affected Lot or improvements thereon unless caused by gross negligence or intentional wrongdoing.

- d. The cost of the replacement, repair or maintenance referred to above shall be assessed as a Special Assessment against the Lot upon which such maintenance is done. Said assessment shall be secured by a lien upon the affected Lot and improvements and shall also constitute a personal obligation of the Lot Owner. The assessment shall be collectible along with interest at the highest rate allowed by law from date of expenditure to date of payment by the Lot Owner, and costs of collection and attorneys' fees, in the same manner as any other delinquent assessments.
13. Declarant reserves the right to maintain construction or landscaping on any Lot or Common Property that has not been maintained according to this Declaration and/or the Association's Rules and Regulations. Declarant may assess the individual Lot Owners or the Association for expenses related to their proportional share.

14. Common Property:

- a. The Declarant may retain the legal title to all or any portion or portions of the Common Property until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Association is able to maintain the same. Upon conveyance of the Common Property to the Association, the Association shall be responsible for the exclusive management and control of the Common Property and all improvements thereon.
- b. The Declarant hereby reserves to itself, and to its successors and assigns, such licenses, rights, privileges and easements in, through, over, upon and under all Common Property, including, but not limited to, (1) the right to use the said properties for rights-of-way and easements to erect, install, maintain, inspect and use electric and telephone poles, wires, cables, conduits, sewers, water mains, pipes, telephone, and electrical equipment, gas, cable television, drainage facilities, ditches or lines, walls, berms, fences, landscaping or other utilities or services and for any other materials or services necessary or convenient for the completion, marketing, and use and enjoyment of the Plat; (2) the right to cut any trees, bushes or shrubbery, make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, convenience, safety and appearance; (3) the right to locate thereon wells, pumping stations and irrigation systems and lines; (4) the right and easement of ingress and egress for purposes of development, construction and marketing; and (5) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development of the Plat; provided, however, that said reservation and right shall not be considered an obligation of the Declarant or its successors and assigns to provide or maintain any such utility, development, or service. The Declarant also reserves to itself and its successor and assigns the right

to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage and other utility lines which may from time to time be in or along the streets and roads, or within the Common Property, easements, or to grant such rights to others. The easements and rights-of-way herein reserved shall continue in existence in favor of the Declarant and its successors and assigns after conveyance of Common Property to the Association. This Section may not be amended without the written consent of the Declarant.

- c. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of the Association, the Declarant, and the Lot Owners, all as more specifically set forth elsewhere in this Declaration, but the same are not intended nor shall they be construed as creating any rights in or for the benefit of the general public.
 - d. In the event that any portion of any roadway, walkway, parking area, driveway, water lines, sewer lines, utility lines, sprinkler system, building or any other structure or improvement as originally constructed encroaches on any Lot or Common Property, it shall be deemed that the Lot Owner of such Lot or the Association, as the case may be, has granted a perpetual easement to the Lot Owner of the adjoining Lot, or the Association, as the case may be, for the continuing maintenance and use of such encroaching improvement or structure. The foregoing shall also apply to any replacements of any such improvements or structures if same are constructed in substantial conformity with the original structure or improvement.
 - e. The Association shall maintain and keep in good repair the Common Property and all improvements thereon. Said maintenance obligation shall be deemed to include but not be limited to maintenance, repair and replacement, subject to the insurance and casualty loss provisions contained herein, of all utility lines, pipes, wires, glass, conduits, structures, systems, trees, fences, shrubs, grass, streets, parking spaces, walks, and other improvements situated upon the said Common Property.
15. **Animals.** No animals of any kind shall be raised, bred, or kept upon any Lot except for dogs and/or cats which shall be limited in number to a total of two (2) in any single dwelling. In no case shall any dog and/or cat be raised, bred, or kept for any commercial purpose. No animal houses, kennels, runs, cages, coops, sleeping quarters, or any other kind of outside housing for animals, shall be permitted on the Property.
16. **Mailboxes:** Mailboxes and locations are based upon agreement by the Declarant and the local Postmaster General. All mailboxes, including those that are clustered between lot lines or on Outlots, shall be maintained, repaired, and replaced at the mailbox owners' expense
17. **Party Walls – Use, Repair and Restoration:** Each wall built as part of the original construction of the resident improvements to the Lots and placed on the dividing line between two attached, but separately owned Lots shall constitute a Party Wall. The general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.
- a. The Lot Owners of the two (2) adjacent Lots that share a Party Wall shall both have the equal right to use such Party Wall in a reasonable manner, provided that such use by one Lot Owner does not interfere with the use and enjoyment of the other Lot Owner. The Lot Owners sharing a Party Wall further grant mutual

easements for access as needed for the mutual wall, siding, roofing system, utilities, sprinkler systems, and any other shared or connecting systems and services necessary for the construction, use and enjoyment of their respective Dwellings.

- b. In the event of fire, natural disaster, long term wear and tear, or other cause of damage and destruction to a Party Wall, it shall be the obligation of the Lot Owners that share the Party Wall to rebuild and repair the Party Wall.
 - c. Each Lot Owners is thereafter responsible for reconstruction, repair, and maintenance of other portions of their respective dwellings except as required in Section 17 Roof & Siding. Lots Owners shall reconstruct the property to the same footprint as originally constructed. Replacement exterior materials shall be similar in kind and quality as prior to the damage. Any alternations to the footprint, height, or exterior design and materials for the Dwelling under restoration, repair or remodeling shall be approved by the immediately Lot Owner sharing the Party Wall, the Association, and the Declarant pursuant to Sections 4 Developer Review and 25 Amendments of this Declaration.
 - d. Each Lot Owner shall permit access to the Lot Owner sharing a Party Wall or its contractor lot as needed for repair, restoration and maintenance, including but not limited to interior access for the Party Wall, roof system and utilities. Access shall be made available under the terms and conditions set forth under Section 12 (b) of this Declaration.
18. Roofs & Siding. To ensure and enhance the value of the Lots and the improvements constructed on the Lots, to preserve the distinctive style and decor of the Property, and to protect the health, safety and welfare of the Lot Owners and occupants of the Dwellings, roofs are hereby made subject to the following special conditions, declarations, covenants and restrictions in addition to those heretofore and hereinafter set forth.
- a. In the event that any roof or siding is damaged or destroyed due to deterioration from ordinary wear and tear and lapse of time, the Lot Owners whose residential improvements share a common roof may, in their collective discretion, replace the roof or any part thereof, provided that the appearance of the roofing and/or siding remains uniform. Neither Lot Owner, acting alone, may replace the roof or any part thereof, without the consent of the other Lot Owner that shares the roof. Where a contiguous wall of siding is shared by both Lot Owners, neither owner may replace any part thereof without the consent of the other Lot Owner that shares that wall.
 - b. The Association may, in accordance with Section 12, above, require that the Lot Owners with a shared roof or siding wall to replace the roof, siding or any parts thereof.
 - c. The cost to repair or replace all or any part of a shared roof or shared wall of siding, whether due to normal wear and tear and the lapse of time, or otherwise, shall be the obligation of the Lot Owners who share such roof. Notwithstanding the foregoing, if such damage or destruction is caused by the intentional or negligent act or omission of a Lot Owner (or such Lot Owner's agents, guests, or members of their family), such Lot Owner shall be responsible for all costs to repair or replace such damage or destruction.
19. Rules and Regulations: Rules and regulations promulgated by the Board of Directors of the Association as to the use and enjoyment of the Property shall be observed by the Lot Owners

and all occupants thereof. Such rules and regulations may involve such matters as air conditioning units, signs, mailboxes, noisy mufflers or other nuisances, garbage and trash disposal, clotheslines, parking, vehicle traffic and the state of repair of vehicles, tree removal, gutters, pets, game and play structures, television antennas, driveways, walkways, sight distance at intersections, garages, and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board of Directors to promulgate and enforce rules and regulations. Such rules and regulations may augment or clarify the terms of this Declaration or any provision, covenant or restriction herein contained, but should be read in concert with this Declaration. To the extent the Rules and Regulations contradict this Declaration, this Declaration shall be controlling authority. Copies of such rules and regulations shall be made available to each Lot Owner prior to the time the same become effective.

20. Subordinate Association Duties.

- a. Subordinate Associations and its members shall abide by all covenants, restrictions, and rules of the Association as set forth and amended from time to time in this Declaration, the Bylaws and Rules and Regulations. Subordinate Associations may not withdraw from the Master Association without the express written approval of the Master Association. Should a Subordinate Association be established for purposes of specific purposes other than residential uses relating to Lots 1, 2, 3, 26, 27 or 28, such as boat facilities, then no person or entity may become a members of the non-residential Subordinate Association unless they are first a member of a residential purpose Subordinate Association or residential Lot Owner.
- b. Any Subordinate Association established under the Association pursuant to this Declaration may not adopt any rule or restriction affecting the rights, duties, easements, licenses and privileges of the Association, its members, and Lot Owners that relate to the Common Property of the Master Association that may be located in or upon the Subordinate Associations' Lot or building, including but not limited to outdoor parking areas, clubhouse, fitness facilities, pool or recreational facilities, without the approval of the Association. This does not prohibit any Subordinate Association from establishing limited common elements exclusively for its own members, including but not limited to garages, hallways, mailrooms, utility and storage rooms, balconies, and docks.
- c. Subordinate Associations shall provide the Association with the number of units creating membership within the Subordinate Association, the name and mailing address for each dwelling unit owner. Each Subordinate Association that is also a Lot Owner shall designate one of its members to represent the interests and vote on behalf of all of its member as necessary at Association meetings and such name and address of the designated member shall be provided to the Association. Notice to the designated member shall in the form and manner as required by the Association to any other Member in accordance with this Declaration or the Bylaws shall be deemed adequate notice to the Subordinate Association as a whole.
- d. Subordinate Associations are responsible for payment of any assessments levied by the Association against the Lot, including assessments against the Subordinate Associations members and the members' units, unless the Association elects in its sole discretion to levy an individual assessment against the Subordinate Association's member directly. The Subordinate Association may levy such assessments against it from the Master Association to its members as in accordance with the Subordinate Associations own Bylaws and Rules and Regulations.

21. Neighborhood's Association Powers and Duties: The Association shall be charged with the duties and vested with the powers prescribed by law and set forth in the Articles of Incorporation, the Bylaws, and this Declaration. Neither the Articles of Incorporation nor the Bylaws shall, for any reason, be amended or otherwise changed or interpreted to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be Members (defined below) of the Association. The Directors of the Association, and such Officers as the Directors may elect or appoint, shall conduct the affairs of the Association in accordance with this Declaration, the Articles of Incorporation, and the Bylaws.

- a. Each Lot Owner, other than the owner of any outlots, shall be a member (individually a "Member" and collectively the "Members") of the Association. The Association membership of each such Lot Owner shall be appurtenant to the Lot giving rise to such membership and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Lot Owner thereof.
- b. The Association shall have three (3) classes of Members:
 - i. Class "A" Members shall be all Lot Owners other than Radue Homes, Inc. (the "Declarant"). Class "A" Members shall be entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.
 - ii. Class "B" Members shall be the Declarant and any successor of the Declarant that the Declarant explicitly designates in writing, as a Class "B" Member. The Class "B" Members shall be entitled to twenty (20) votes for each Lot owned by a Class "B" Member.
 - iii. Class "C" Members shall be a Subordinate Association that is a Lot Owner. Class "C" Members shall be entitled to seven (7) votes for each Lot owned by a Class "C" Member.
- c. Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Lot Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Lot Owner or Lot Owners cast a vote on behalf of a particular Lot, it shall thereafter be conclusively presumed for all purposes that he/she was, or they were, acting with the authority and consent of all other Lot Owners thereof. In the event more than the appropriate number of votes are cast for a particular Lot, none of said votes shall be counted and all of said votes shall be deemed void.
- d. The Association shall have all the powers of a non-profit corporation organized under the laws of the State of Wisconsin, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles of Incorporation, the Bylaws, or this Declaration. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles of Incorporation and the Bylaws, and to

do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Lot Owners and for the maintenance, administration, and improvement of the Common Property (defined below).

- e. **Levying and Payment of Assessments:** Based on the duly adopted annual operating budget and as set forth in the Bylaws, the Board of Directors shall levy general assessments (the "General Assessments") against the Members with an equal share of the General Assessment being levied against each Lot except for Lots 1, 2, 3, 26, 27, and 28. That portion of the General Assessment arising out of the maintenance of Lots 4 through 25, 29 through 60 shall not be levied in any way against Lots 1, 2, 3, 26, 27 and 28. However all other portions of the General Assessments shall be allocated equally to each Lot Owner and members of the Subordinate Association members of Lots 1, 2, 3, 26, 27 and 28 based upon the total number of dwelling units on each lot (e.g. Eighteen (18) dwelling units shall result in the assessment of eighteen (18) equal assessments to the Lot). The Secretary shall annually mail or deliver a copy of the annual operating budget and a statement of assessments for the next twelve (12) months to each Member. General Assessments shall be payable to the Association in such manner as may be determined by the Board of Directors. Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be. Nothing in this section precludes the Association from levying special assessments in accordance with its Bylaws.

- f. **Insurance and Casualty Losses:** The Association's Board of Directors shall have the authority but not the duty to obtain insurance for insurable improvements on the Common Property owned by it, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, and to obtain public liability policies covering the Association, the Declarant and/or its designee, and its Members, for damage or injury caused by the negligence of the Association, Declarant and/or its designee, or any of its Members or agents, and, if reasonably obtainable, directors' and officers' liability insurance, and to obtain any and all other types of insurance coverage with respect to such risks or persons as shall be deemed necessary or appropriate by the Board of Directors. Any insurance obtained shall include such coverage, contain such deductible provisions and be in such limits as shall be determined by the Board of Directors. Premiums for insurance shall be a Common Expense if for the benefit of the Association, its officers or directors, the entire membership as a group, or related to the Common Property.

22. Covenant for Payment of Assessments.

- a. Each Lot Owner and members of any Subordinate Association by acceptance of a deed to any Lot or unit giving rise to membership in a Subordinate Association with the Plat, and whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to and hereby does covenant and agree to pay to the Association: (1) annual General Assessments or charges or (2) any special assessments for Common Property or Lots. Said assessments shall be fixed, established, and assessed to the Lot Owners as set forth in the Bylaws. The

assessments together with interest thereon, late charges, lien charges and costs of collection thereof, including court costs and reasonable attorneys' fees (including fees and costs upon appeal), shall be a charge and a continuing lien upon the Lot against which each such assessment is made from the date on which each such assessment is due. Each such assessment, together with interest, late charges, lien charges, costs and attorneys' fees, as herein provided, shall also be the personal obligation of the person or entity who was the Lot Owner of such Lot at the time when the assessment fell due. The Association may take any means as set forth in the Bylaws for collection and enforcement of any unpaid assessments.

- b. Except as set forth in this subsection, no land or improvements in the Plat shall be exempt from assessments, charges, or liens. No Lot Owner may avoid the obligation for the payment of assessments by virtue of non-use or abandonment of such Lot Owner's Lot or the Common Property. Notwithstanding the foregoing, the following property shall be exempt from the assessments, charges and liens created herein:
 - i. All Common Property, including but not limited to all outlots designated on the Plat.
 - ii. Any Lot owned by the Declarant for which an original occupancy permit has not yet been issued.
23. Enforcement: Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain a violation or to recover damages. Legal filing of violation of these covenants shall be permitted by any resident of the Plat, the Association, or by the Declarant if still holding a share of the development, or in the case of violating the adopted stormwater management plan and overall grading plan, then the local municipality shall have the right to file. In the event of litigation to enforce these conditions, covenants, and restrictions, the non-performing party or the party violating any of the conditions, covenants, and restriction shall reimburse the enforcing party for all out of pocket expenses, including actual attorney's fees and court costs, incurred in enforcing these conditions, covenants, and restrictions.
24. Covenants Run with the Land: These covenants and restrictions set forth in this Declaration shall run with and bind the owners and successors in interest of any Lot or interest in the Plat and shall inure to the benefit of and be enforceable by or against any owner of land within the Plat, their respective legal representatives, heirs, successors, and assigns from the date of this recording. All future conveyances or any Lot or Lots shall be subject to the Declarations set forth herein. Acceptance of a deed by any purchase is considered an agreement to observe and abide by this Declaration for the protection of all property owners within the Plat.
25. Amendment. The provisions of this Declaration shall remain in full force and effect, unless an amendment is made to this Declaration as set forth herein. Except for Sections 17 Party Walls, 18 Roofs & Siding, and 20 Subordinate Association Duties, any provision of this Declaration may be removed, modified, annulled, waived, changed, or amended at any time and in any manner by a written declaration setting forth such amendment, which has been executed by the owners of at least 75% of the Lots in the Plat and Declarant so long as Declarant owns any lots within the Plat. Any amendment shall be in such form as to entitle it to be recorded with the Register of Deeds Office for Brown County, Wisconsin. Declarant approval for amendments

shall not be required if the only lot Declarant owns is the primary residence of Declarant. All covenants set forth within this document shall apply exclusively to this Plat and in no way shall a variance or special exception to these covenants be pursued through governmental channels associated with local governing body(s). All rights and responsibilities of the Declarant shall expire upon the sooner of 1) the sale of all Lots in the Plat or 2) ten (10) years from the date of this Declaration. If the Declarant or heirs of the Declarant own lots within the development for personal residential purposes, then their roles and responsibilities within the development shall be the same as that of any other Lot Owner within the development.

26. All decisions of the Declarant shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provisions of this Declaration. Any Lot Owner or other person seeking to avoid, set aside or challenge any such decision of the Declarant shall have the burden of proof to establish that such standards were not met at the time the decision was made.
27. Variations in any of these covenants may be permitted by the Declarant where Declarant is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the Plat as a whole.
28. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
29. The Declarant may assign its rights as the Declarant under this Declaration by recording written documentation of such assignment with the office of the Brown County Register of Deeds in Green Bay, Wisconsin. Upon recording of such an assignment, the assignee shall become, and shall be deemed to be, the Declarant for all purposes hereunder.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this ____ day of _____, 20____

Ryan P. Radue, Chief Executive Officer
Radue Homes Inc.

STATE OF WISCONSIN
BROWN COUNTY

Ryan P. Radue, Chief Executive Officer of Radue Homes personally came before me this ____ day of _____, 20____ 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

Aldon Station, Village of Ashwaubenon, Brown County, Wisconsin legally described as Part of Lot 2 of Meade's subdivision and Part of Private Claim 24 and 25, West Side of the Fox River, in the Village of Ashwaubenon, Brown County, Wisconsin



Final Plat Aldon Station 8 17 2020.pdf