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KATHLEEN H. WALSH
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DECLARATION OF CONDOMINIUM, COVENANTS, CONDITIONS AND RESTRICTIONS

FOR HANLEY GREEN CONDOMINIUMS

This Declaration of Covenants, Conditions and Restrictions is made this 28th day of April, 2003, by St. Croix Development Group, LLC, hereinafter referred to as "DECLARANT".

WITNESSETH: Declarant is owner of the real property described in the Plat marked Exhibit A attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential units within Hanley Green Condominiums. Declarant is always to provide a flexible and reasonable procedure for the overall development of the property and the interrelationships of the component residential associations and to establish a method for the administration, maintenance, preservation, use and enjoyment of such property as is now or may hereafter be submitted to this Declaration.

NOW, THEREFORE, Declarant hereby declares that all the property described in Exhibit "A1" and any additional property as may by subsequent amendment be added and subject to this Declaration shall be made subject to the condominium form of ownership in the manner provided by the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and by this Declaration. Declarant hereby declares that it is the sole owner of the real property described in Article V hereof together with all buildings and improvements thereon which is intended to be subjected and is hereby subjected to the condominium form of use and ownership

as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes and this Declaration which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

This Declaration shall apply to the following property, and any additional property as subsequently may be added:

Lot 2 and Lot 11 of the Plat of Hanley Green, located in the NE 1/4 of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin. Hereafter referred to as "initial property" and also as set forth as Exhibit "A 1".

EXPANDABLE CONDOMINIUM

Declarant reserves for a period of not to exceed ten (10) years from the date of recording on this Declaration, the right to add at one time or in phases, all or part of the Land owned by it, described in Exhibit A2, together with the buildings and improvements to be erected thereon, to this Declaration of Condominium, pursuant to the Condominium Ownership Act, Chapter 703, of the Wisconsin Statutes, hereafter called the "expansion property".

There shall be three (3) units on each of Lots 1, 2, 3, 4, 6, and 7. There shall be five (5) units on Lots 5, 8, 9, and 10. The units on Lots 2, 3, and 4 shall have a single level, and the units on Lots 1, 5, 6, 7, 8, 9, and 10, shall consist of three levels.

ARTICLE I

The name of the condominium shall be Hanley Green Condominiums. Its address shall be 1200 Hosford St Hudson, Wisconsin, 54016.
#106

ARTICLE II

DEFINITIONS

Unless the context requires otherwise, any words defined in Section 703.02 of the Wisconsin Statutes shall have the same meaning when used in this Declaration with the following changes and additions:

Section 1 - "Association" shall mean and refer to Hanley Green Condominium Owners Association, Inc., a Wisconsin non-profit organization, its successors and assigns.

Section 2 - "Board" shall refer to the Board of Directors of the Association duly elected by the members of the Association.

Section 3 - "Common Element" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners.

Section 4 - "Residential Unit" shall mean any portion of the properties intended for any type of independent ownership for use and occupancy as a residence and garage by a single household, and shall, unless otherwise specified, include within the meaning condominium units, as may be developed, used and defined herein as provided in subsequent declarations covering all or part of the property.

Unless the context of this Declaration requires otherwise, the definitions of the words used herein, in the By-Laws, and in any other documents executed pursuant to this Condominium Declaration shall be those set forth in Wisconsin Statutes Chapter 703.

Section 5 - "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association including any reasonable reserve all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws and the Articles of Incorporation.

Section 6 - "Elements of Common Responsibility" shall mean and refer to the common elements and any manager's office located on the property.

Section 7 - "Limited Common Element" shall mean that portion of real and personal property owned by the Association but designated for the exclusive use of a particular unit owner or owners but less than all unit owners.

Section 8 - "Members" shall mean and refer to a person or entity entitled to membership in the Association as provided herein.

Section 9 - "Mortgage" shall mean any mortgage or other security instrument by which a unit or any part thereof or any structure thereon is encumbered.

Section 10 - "Mortgagee" shall mean any person or entity named as the mortgagee under any such mortgage or any successors or assigns to the interest of

such person or entity under such mortgage.

Section 11 - "Owner" shall mean the record owner, whether one or more persons or entities of a fee-simple title to any unit which is a part of the property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 12 - "Properties" shall mean and refer to the real property described in Exhibit A attached hereto.

Section 13 - "Duration" the period of existence shall be perpetual.

ARTICLE III

ASSOCIATION OF UNIT OWNERS, MEMBERSHIP AND VOTING RIGHTS

Section 1 - Association. The affairs of this condominium shall be governed by a non-profit corporation to be known as Hanley Green Condominium Owners Association, Inc., referred to herein as the "Association", having the powers and duties specified in Chapter 703 of the Wisconsin Statutes. The Association shall govern in accordance with the powers and duties specified in Chapter 703 and in accordance with this Declaration and the By-Laws adopted to govern the Association. Each owner, at the time of purchase of a unit, without further action, shall become a member of the Association, except that where a unit is owned by two or more persons, they shall together have only one membership, and one vote for the unit, and if any person owns more than one unit, that person shall have a membership for each unit. A sale or transfer of a unit, but not a mortgage thereof, shall terminate the membership of the seller. The Association shall be governed by a Board of Directors consisting of at least two (2) members.

Section 2 - Voting. At the time of purchase of a unit, an owner or owners, if more than one, shall designate the one person that shall vote for that owner (or those owners) in all business of the Association thereafter. The Association shall maintain a roster of names and addresses of the voting members. The owners may at any time notify the Association, in writing, of a change of the voting member and the Association shall adjust the roster accordingly.

Section 3 - Proxy. The designated vote, as provided in Section 2 above, may authorize any other person to vote for him or her. This authorization shall be by written proxy. More than one unit owner may designate the same person to act as their proxy.

Section 4 - Suspension of voting rights. In the event any owner shall be in

arrears in the payment of any amount due under any of the provisions of this Declaration for a period of fifteen (15) days, or shall be in default in the performance of any of the terms of this Declaration for a period of fifteen (15) days, such owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

Section 5 - Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of the record right to possession of a unit and then only to such transferee by assignment, intestate succession, testamentary disposition, foreclosure of mortgage of record, or other legal process. It shall be the responsibility of each owner, upon becoming entitled to membership, to so notify the Association in writing, and until so notified, the Association may continue to carry the name of the former owner as a member, in its sole discretion. Any attempt to make or prohibit a transfer is void and will not be reflected upon the books nor records of the Association. In the event the owner of any unit should fail or refuse to transfer the membership registered in his name to the transferee of the right to possession of such unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee and thereupon the old membership outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Section 6 - Powers. Without limiting the powers of the Association, it shall have the power to make contracts and incur liabilities; regulate and impose charges for the use of common elements; cause additional improvements to be made as part of the common elements; acquire, hold, incumber and convey any right, title or interest in or to real property; grant easements through or over the common elements; receive any income derived from payments, fees or charges for the use, rental or operation of the common elements; and grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of the unit or of any other portion of the condominium.

ARTICLE IV

PERCENTAGE INTEREST

The percentage of undivided interest in the common elements and facilities appertaining to each unit and its owner for all purposes, including voting, shall be 1/3 for each of the units and each unit shall have an equal share of one vote per unit owned.

When additional expansion property is added to the Declaration, and additional buildings are constructed in compliance with the terms and conditions of this Declaration, the number of units shall increase with each unit added. This shall

result in a diminution of the fractional interest of each unit interest, until a maximum of thirty-eight (38) units exist, and each unit shall have an equal 1/38 interest in the common elements.

ARTICLE V

PROPERTY AND UNITS

Section 1 - Units: Description and ownership. The legal description of each unit shall consist of the identifying number or symbol of such unit as shown on the Plat attached hereto as Exhibit A. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes as provided for in the Declaration. Each unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plat, copies of which are attached hereto and marked Exhibit A, which Plats may be amended or additions made thereto on a per unit basis. Except as otherwise provided by the Declaration, no unit owner shall by deed, plat or otherwise subdivide or in any other manner cause his unit to be separated into any tract or parcels different from the whole unit as shown on the Plat. Each unit in the condominium shall consist of the designated area shown on the Plat, attached hereto as Exhibit A, or amendments thereto as additional units are constructed, and shall include one story built on concrete slab, without a basement, and a built-in garage along with deck or patio area.

Each unit shall consist of the space enclosed or bounded as follows: The lower boundaries shall be the plane of the upper surface of the concrete slab. The vertical boundaries shall consist of the interior face of the inside walls and the centerlines of all interior walls separating the unit from adjacent units. The upper boundaries shall be the interior face of the inside ceiling.

Each unit shall also include the built-in garage on the same basis as set out above.

Section 2 - Certain structures not constituting part of a unit. No unit owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his unit and serving more than his unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the unit except as a tenant-in-common with all other unit owners.

ARTICLE VI

COMMON ELEMENTS: LIMITED COMMON ELEMENTS

Section 1 - Ownership of common elements. Each unit owner shall be entitled to and own an undivided interest in the common elements as a tenant-in-common with all other unit owners of the property and except as otherwise limited in this Declaration shall have the right to use the common elements for all purposes incident to the use and occupancy of such owner's unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit. The extent or amount of such ownership shall be expressed by a percentage amount. The percentage interest in the common elements shall change pursuant to the expanding of the condominium to include the expansion property, with the percentage interest ultimately being a 1/38 interest when expanding the condominium is completed. The percentage ownership may be changed upon unanimous written approval of all the unit owners in the form of an amended declaration duly recorded. In the event of a condemnation by public authority as hereinafter provided or of loss as provided in Article IX, the percentage ownership may be changed to conform with the provisions set forth therein. The Declarant has so determined each unit's corresponding percentage of ownership in the common elements as set forth in Article IV herein. The undivided interest in the common elements shall not be separated from the unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 2 - No partition of common elements. There shall be no partition of the common elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership.

Section 3 - Common elements description. The common elements shall be designated and set forth on Exhibit A attached hereto and shall consist of all real property except the individual units and limited common elements as they are defined herein. Included as a common element shall be the grounds located underneath each unit extended to a point five (5) feet beyond the plane of a line running perpendicular to the surface of the ground to the exterior edge of the eave of the roof, it being intended by this provision to provide adequate lands for placement of ladders for work on the structure and to provide areas for placement of service facilities for each unit.

Section 4 - Limited common elements description. The limited common

elements shall be as designated and set forth on Exhibit A attached hereto and shall be identified thereon as to type, extent and unit or units to which the limited common element is assigned. Fixtures designed to serve a single unit and located contiguous to the boundary of the unit shall be deemed to be a limited common element appertaining to that unit exclusively and need not be shown on Exhibit A, including but not limited to sidewalks, green space, and driveways adjacent to units garages.

ARTICLE VII

GENERAL PROVISIONS AS TO UNITS, COMMON AND LIMITED COMMON ELEMENTS

Section 1 - No severance of ownership. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other, shall be deemed and taken to include the interest so omitted, even though the latter is not expressly mentioned or described therein.

Section 2 - Use of the common elements. Subject to the provisions of Section 4 of this Article, each unit owner shall have the right to use the common elements in common with all other unit owners, as may be required for the purposes of ingress and egress to, and use occupancy and enjoyment of, the respective unit owned by each unit owner, and to the use and enjoyment of common facilities. Such rights shall extend to the unit owner and the members of the immediate family and guests and other authorized occupants and visitors of the unit owner. The use of the common elements and the rights of the unit owners with respect thereto shall be subject to and governed by the provisions of the Declaration and the By-Laws and rules and regulations of the Board of Directors.

Section 3 - Maintenance of common elements; determination and payment of assessments. Except as otherwise provided herein, management, repair, alteration and improvements of the common elements shall be the responsibility of the Board. It shall be the duty of every unit owner to pay his proportionate share of the expenses of maintenance, repair, replacement, administration, insurance and operation of the common elements and facilities and of the other expenses as determined by the Board. Such proportionate share shall be in the same ratio as his percentage interest in the common elements and facilities as set forth in Article IV. Payment thereof shall be in such amount and at such times as may be determined by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a unit owner to pay such proportionate share when due,

the amount past due shall constitute a lien on the interest of such unit owner pursuant to Chapter 703 of the Wisconsin Statutes.

Section 4 - Easements.

A. Encroachments. In the event that, by reason of the construction, settlement or shifting of any building, or the design or construction of any unit, any part of the common or limited elements encroaches or shall hereafter encroach upon any part of any unit, or any part of the unit encroaches or shall hereafter encroach upon any part of the common or limited common elements or any other unit, or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one unit encroach or shall hereafter encroach upon any part of any unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit and the common and limited common elements, as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owners of the common or limited elements if such encroachment occurred due to the willful conduct of said owner or owners.

B. Easements for Utilities. All public utilities serving the property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes, and wires and other equipment into, over, under, along and on any portion of the common elements for the purpose of providing the property with utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The Declarant prior to the creation of the Board and the Board thereafter may hereafter grant other or additional temporary or permanent easements for utility or other purposes over, under, along and on any portion of said common elements, and each unit owner hereby grants the Declarant prior to the creation of the board and the Board thereafter an irrevocable power of attorney to execute, acknowledge and record or register in the name of such unit owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Easements are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit whether or not such walls lie in whole or in part within the unit boundaries.

C. Easements to run with the land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any unit owner, purchaser, mortgagee and other person having any interest in the property or any part or portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other

evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements were rectified fully and set forth in their entirety in such documents.

D. Easements for police and fire protection. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

E. Easements for post office. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds, drives and walkways hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duty.

Section 5 - Separate mortgages of units. Each unit owner shall have the right to mortgage or encumber his own respective unit, together with his respective ownership interest in the common elements. No unit owners shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own unit and his own respective ownership in the common and limited common elements as aforesaid.

Section 6 - Utilities. Each unit owner shall pay for his own telephone, electricity, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

Section 7 - Insurance; unit owners. Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto in decorating and furnishings and personal property therein, and his personal property stored elsewhere on the property and his personal liability, all to the extent not covered by the fire and liability insurance for all of the unit owners obtained as part of the common expenses as provided below. The Board shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any unit owner to his unit unless and until such unit owner shall request the Board in writing to do so, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such unit owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. Each unit owner hereby waives and releases any and all claims which he may have against the other unit owner, the Board, its officers, members of

the Board, the Declarant, the manager and managing agent of the building, if any, and their respective employees and agents, for damage to the common elements, the units or to any personal property located in the units or common elements, caused by fire or other casualty to the extent that such damage is covered by fire and other form of casualty insurance.

Section 8 - Maintenance, repairs and replacement of units.

A. By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each unit which contribute to the support of any building, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Association shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the unit boundaries as specified in Article V, Section 1, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual owner under any other provisions of this Declaration.

B. By the owner. Except as otherwise provided in paragraph A above, each unit owner shall furnish at his own expense, and be responsible for the following:

1. All of the maintenance, repairs and replacements within his own units and all the doors and windows appurtenant thereto, and all internal installations of such units such as refrigerators ranges and other kitchen appliances, lighting fixtures and other electrical fixtures, appliances and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the unit boundaries as specified in Article V, Section 1, provided, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and sewer services or electricity to the unit, shall be furnished by the Association as part of the common expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by personnel as a common expense.

2. All of the decorating, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each unit owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors, and ceilings as lie within the boundaries of his unit as shown on the Plat, and such unit owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned or washed at

the expense of each respective unit owner.

3. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the rules and regulations of the Board. Decorating of the common elements other than interior surfaces within the units as above provided, and any redecorating of units to the extent made necessary by any damage to existing decorating of such units caused by maintenance, repair or replacement work on the common elements by the Board, shall be furnished by the Board as part of the common expenses. Exterior roofing and exterior painting shall be the expense of the individual unit owner. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair or replacement. The respective obligations of the Board and unit owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement required to cure a latent or patent defect in material or workmanship in the construction or location of a structure on the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

Section 9 - Negligence of owner. If, due to the negligent act or omission of a unit owner, or of a member of his family or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common elements or limited common elements, or to a unit or units owned by other, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

Section 10 - Joint facilities. To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the common elements, then the use thereof by the individual unit owner shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the building, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs or replacement, or to the common elements or any equipment, facilities or fixtures affecting or serving other units or the common elements.

ARTICLE VIII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

Section 1 - The units and common elements shall be occupied and used as

follows:

A. Purpose. No part of the property shall be used for other than housing and related common purposes for which the property was designated. Each unit or any two or more adjoining units used together shall be used as residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the common elements separating any two or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing. Occupancy of any unit for purposes of sleeping and residential recreation use shall be limited to a total number of persons determined as follows: A maximum of two persons per bedroom plus an added two persons for the unit. Permission may be give by the Board for temporary use by a greater total number of persons for a limited period of time.

B. Obstruction of common elements. There shall be no obstruction of the common elements, nor shall anything be stored in the common elements without the prior consent of the Board, except as hereinafter expressly provided. Each owner shall be obligated to maintain and keep in good order and repair his own unit.

C. Hazardous uses and wastes. Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance on the property, or contents thereof, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements.

D. Exterior exposure of building. Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

E. Impairment of structural integrity of building. Nothing shall be done in any unit or in, on or to the common elements which would impair the structural integrity of any building or which would structurally change any building except as is otherwise provided herein. No unit owner shall overload the electrical wiring in the buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgement of the Board, an unreasonable disturbance to others.

F. Use. The real estate covered by this Declaration includes therein present

and possible future recreational areas and facilities. Unit owners, members of their immediate families, guests and invitees may use these common elements designated for nature trails, walkways, playgrounds, swimming pool, parks, allied recreational areas and facilities may be used for intended purposes, including where allowed, the playing, placement of benches or chairs, and allied reasonable use thereof provided said use does not interfere with the use and enjoyment of the common elements by the other unit owners.

G. Pets. No more than one (1) pet shall be allowed per unit except by approval of the Board of Directors. Each unit owner is responsible for cleaning up after their pet and shall be allowed on the common elements if they are on a leash. If any pet, by barking or any other nuisance, disturbs any unit owner, that unit owner may request the Board of Directors to take appropriate action to have said barking or nuisance cease or said pet removed permanently from the premises. No pet shall be tied up or kept outside of the interior of the unit. No dog houses or dog pens shall be allowed.

H. Signs; sales. The right is reserved by the Declarant or its agent to place for sale or for rent signs on any unsold or unoccupied units, and to place such other signs on the property as may be required to facilitate the sale of unsold units. The right is hereby given to the Board or its representatives to place for sale or for rent signs on any unit or on the property, for the purpose of facilitating the disposal of units by any owner, mortgagee, or the Board.

I. Alterations of common elements. Nothing shall be altered or constructed in or removed from the common elements except upon the written consent of the Board.

J. Parking of motor homes, travel trailers, boats or recreational vehicles. All overnight parking of motor homes, travel trailers, boats, or recreational vehicles of any type whatsoever is expressly prohibited on any common or limited common elements unless expressly authorized by the Board of Directors.

Section 2 - The By-Laws shall govern the management and operation of the condominium, except as otherwise provided in this Declaration, including any restriction on or requirement respecting the use and maintenance of the units and the common elements.

ARTICLE IX

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

Section 1 - Insurance.

A. Sufficient Insurance. In the event the improvements forming a part of the property, or any portion thereof, including any unit, shall suffer damages or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board of the payee of such insurance proceeds in payment therefore; provided, however, that in the event, within sixty (60) days after said damage, or destruction, shall occur, the unit owners elect either to sell the property as hereinafter provided or to withdraw the property from the provisions of this Declaration, then such repair, restoration or reconstruction shall not be undertaken.

B. Insufficient insurance. In the event the property or the improvements thereon so damaged are not insured against the risk causing loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the unit owners and all other parties and interests do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the condominium shall be subject to an action for a partition upon the obtaining the written consent of the unit owners having seventy-five percent (75%) or more of the votes. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the common elements, and shall be distributed in accordance with the priority of interests in each unit.

C. Additional insurance. Any owner may, at said owner's option, carry additional insurance on his unit including coverage for any substantial improvements made therein.

D. Any vote of the owners required under this section shall require the affirmative vote of the owners having seventy-five (75%) percent or more of the votes plus seventy-five (75%) percent of the mortgagees.

Section 2 - Substantial restoration. Repair, restoration or reconstruction of the improvements, as used in this Article means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

ARTICLE X

GENERAL PROVISIONS

Section 1 - Declarant's initial rights. Until such time as the Board of Directors provided for in this Declaration is formed, and until thirty (30) days after Declarant shall have consummated the sale of units aggregating seventy-five (75%) percent of all unit ownerships computed as set forth in Article IV, the Declarant, or its successor, or assigns, shall exercise the powers, rights, duties, and functions of the Board of Directors and Association; provided, however, that the Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of units aggregating fifty-one (51%) percent of all unit ownership computed as set forth in Article IV.

Section 2 - Notice to mortgage lenders. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any unit ownership shall be give a copy of any and all notices permitted or required by this Declaration to be given to the owner or owners whose unit ownership is subject to such mortgage or interest deed.

Section 3 - Service of notices on devisees and personal representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

Section 4 - Covenants to run with the land. Each grantee of the Declarant by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for warranty deed or land contract or any contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such owner in like manner as though the provisions to the Declaration were recited and stipulated at length at each and every deed of conveyance.

Section 5 - Non-waiver of covenants. No covenants, restrictions, conditions, obligations or provisions contained in this declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur at any time.

Section 6 - Waiver of damages. Neither the Declarant nor its representatives or designees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated

to it by, or pursuant to this Declaration or in the Declarant's capacity as developer, contractor, owner, manager or seller of the property, whether or not such a claim shall be asserted by any owner, occupant, the Board or the Association, or by any person or entity claiming through any of them; or shall be on account of injury to person or damage to or loss of property wherever located and however caused. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any owner, occupant, the Board, the Association, and their respective agents, employees, guests, and invitees, or by reason of any neighboring property or personal property located on or about the property, or by reason of the failure to function, or disrepair of, any utility services, heat, air conditioning, electricity, gas, water, sewage, etc. In the event of any dispute, claim or cause of action arising between a unit owner and Declarant, its successors or assigns, the Declarant, its successors or assigns, shall have the option to settle same in full by repurchasing the unit from unit owner for a sum equal to unit owner's original purchase price plus an amount equal to two (2%) percent of said purchase price.

Section 7 - Percentage interest. The percentage interest of undivided ownership in the common elements which is appurtenant to each unit shall be established by the direct relation of the number of units in the condominium as a whole.

Section 8 - Resident agent. The Declarant hereby designates:

Samuel R. Cari
1200 Hosford Street, #106
P.O. Box 125
Hudson, WI 54016

as its resident agent for receipt of service of process on behalf of Hanley Green Condominium Owners Association, Inc. The Board shall have the power to appoint a successor resident agent at whatever time they deem appropriate.

Section 9 - Amendments to Declaration. The provisions of this Declaration may be changed, modified or rescinded by instrument in writing setting forth such change, modification or rescission, only by a vote of two-thirds (2/3) of the unit owners and the mortgagees having bona-fide liens of record against unit ownerships. Such change, modification or rescission shall be effective upon recording of such instrument in the office of the Register of Deeds of St. Croix County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Ownership Act, Chapter 703, of the Wisconsin Statutes.

Section 10 - Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium residential development. All issues of law relating to this condominium shall be decided on the basis of Wisconsin Statutes, Chapter 703. In the event of any controversy arising under this Declaration, the same shall be submitted to arbitration under the laws of the State of Wisconsin, as a prerequisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the party or parties contesting the matter at issue, and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him or them. The expense of arbitration proceedings conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in the City of Hudson, County of St. Croix, Wisconsin.

Section 11 - Indemnity to Board members. The members of the Board and officers thereof or of the Association shall not be liable to the unit owners for any mistake of judgment or any acts or omissions made in good faith as such members or officers. The unit owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the common elements bears to the total percentage interest of all unit owners in the common elements. Each agreement made by such members or officers or the managing agent on behalf of the unit owners or the Association shall be executed by such members or officers or the managing agent, as the case as agents for the unit owners or for the Board or Association.

ARTICLE XI

MISCELLANEOUS PROVISIONS

A. Books. The Board shall keep full and correct books of account at the office of the managing agent, Treasurer or in such other place as the Board of Directors may from time to time determine, and the same shall be open during reasonable business hours to inspection by a member or representative of a member.

B. Quiet enjoyment. The member, upon paying the assessment and performing the covenants and complying with all the conditions of the member to be performed as herein set forth, shall, at all times during his or her ownership, quietly hold and enjoy the exclusive use of his or her respective unit and non-exclusive use of the common elements specified, without any suit, trouble or hindrance from the Board or its members.

C. Persons entitled to enforce Declaration. The Association, acting by authority of the Board, and any member of the Association shall have the right to enforce any or all of the provisions, covenants, conditions, restrictions and equitable servitudes contained in this Declaration against any property within the Association and the owner thereof. The right of enforcement shall include the right to bring an action for damages as well as an action to enjoin any violation of any provision of this Declaration.

D. Violations constituting a nuisance. Any violation of any provisions, covenant, condition, restriction or equitable servitude contained in this Declaration, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any person entitled to enforce the provisions of this Declaration.

E. Violations of law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any property within the Association area is hereby declared to be a violation of this Declaration and shall be subject to any and all of the enforcement procedures set forth in this Declaration.

F. Remedies cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

G. Costs and attorneys fees. In any action or proceeding under this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith including reasonable attorney's fees.

H. Governing law. This Declaration shall be construed and governed under the laws of the State of Wisconsin.

I. Severability. Each of the provisions of this Declaration shall be deemed independent and severable and the invalidity or unenforceability or partial invalidity or partial unenforceability of any provision or partial thereof shall not affect the validity or enforceability of any other provision.

J. Number and gender. Unless the context requires a contrary construction,

the singular shall include the plural and the plural the singular, and the masculine, feminine or neuter shall include the masculine, feminine and neuter.

K. Captions for convenience. The titles, headings and captions used in these Declarations are intended solely for convenience of reference and shall not be considered in construing any of the provisions of these Declarations.

This Declaration executed this 28 day of ^{April} ~~May~~, 2003.


St. Croix Development Group, LLC

By: *Mark Gossman*, Vice Pres.
Mark Gossman

STATE OF WISCONSIN)
) ss.
ST. CROIX COUNTY)

Personally came before me this 28 day of ^{April} ~~May~~, 2003, the above named Mark Gossman, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Michael E. Gossman
Notary Public
My commission Expires 4-2-06



This Instrument was drafted by:

Heywood Carl & Anderson, S.C.
Samuel R. Carl
1200 Hosford, Suite 106
P.O. Box 125
Hudson, WI 54016
(715)386-5551

U 2288P 355

727347

Document Number

FIRST AMENDED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR HANLEY
GREEN CONDOMINIUMS

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

06/26/2003 09:15AM

COVENANTS
EXEMPT #

REC FEE: 27.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 9

Recording Area

Name and Return Address
HEYWOOD, CARI & ANDERSON, S.C.
1200 Hosford St., Suite 106
P.O. Box 125
Hudson, Wi 54016

236-1975-07-10-1

Parcel Identification Number (PIN)

**FIRST AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
HANLEY GREEN CONDOMINIUMS**

This First Amended Declaration of Covenants, Conditions and Restrictions is made this 25th day of June, 2003, by St. Croix Development LLC, hereinafter referred to as "Declarant".

RECITALS

1. WHEREAS on the 28th day of April, 2003, Declarant executed the Declaration of Condominium, Covenants, Conditions and Restrictions consisting of Lot 2 and Lot 11 of the Plat of Hanley Green, located in the NE 1/4 of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin, which were recorded on May 9, 2003 as Document No. 720886 in Volume 2237, page 025.
2. WHEREAS in the Declaration dated April 28, 2003, a provision on Page 2 of said Declaration provided for the expansion of the Condominium of the Plat of Hanley Green. In said paragraph of the original Declaration, Declarant reserved the right to expand and add to the Hanley Green Condominiums.
3. WHEREAS in the Declaration dated April 28, 2003, Declarant references in the initial paragraph Exhibit "A1". Throughout the Declarations there are several references to Exhibit "A". Any references to Exhibit "A" shall be presumed to be a reference to Exhibit "A1".
4. WHEREAS the original Declaration indicated that Exhibit "A1" and Exhibit "A2" were attached to it. While Exhibit "A1" and Exhibit "A2" were recorded in the Register of Deeds for St. Croix County, Wisconsin on May 9, 2003, said Exhibits were not attached to the Declaration. While said Exhibits were not attached to the original Declaration, said Exhibits are attached hereto and incorporated herein by reference.

NOW THEREFORE, Declarant hereby amends said original Declaration, which amendment shall run with the real property submitted to the original Declaration which shall be binding upon all parties having any right, title or interest in the described properties, or any part thereof, together with the buildings and improvements thereon, subject to the provisions of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

The initial paragraphs that begin "WITNESSETH" and "NOW THEREFORE," shall remain the same as the original Declaration.

Description of Property

The real property, to which this First Amended Declaration of Covenants, Conditions and Restrictions for Hanley Green Condominiums applies, is legally described as follows:

Lots 2 and 11 of the Plat of Hanley Green, located in the NE 1/4 of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin. Hereafter referred to as "initial property" and also as set forth as Exhibit "A1".

EXPANDABLE CONDOMINIUM

All provisions of the Expandable Condominium section shall remain as set forth in the original Declaration.

ARTICLE I

All provisions of Article I shall remain as set forth in the original Declaration.

ARTICLE II

All provisions of Article II shall remain as set forth in the original Declaration.

Article III shall be amended to read as follows:

ARTICLE III

All provisions of Article III, Sections 1, 2, 3, 4 and 6 shall remain as set forth in the original Declaration.

Article III, Section 5 shall be amended to read as follows:

Section 5 - Transfer. A membership in the Association shall not be transferred, pledged or alienated in any way except upon the transfer of the record right to possession of a unit and then only to such transferee by assignment, interstate succession, testamentary disposition, foreclosure of mortgage of record or other legal process. It shall be the responsibility of each owner, upon becoming entitled to membership to so notify the Association in writing, and until so notified, the Association may continue to carry the name of the former owner as a member, in its sole discretion. Any attempt to make a prohibited transfer is void and will not be reflected upon the books nor records of the Association. In the event the owner of any unit should fail or refuse to transfer the membership registered in his name to the transferee at the right of possession of such unit, the Association shall have the right to record the transfer upon the books of the Association and issue a new membership to the transferee and thereupon the old membership

outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

ARTICLE IV

All provisions of Article IV shall remain as set forth in the original Declaration.

ARTICLE V

Article V shall remain as set forth in the original Declaration.

Article VI shall be amended to read as follows:

ARTICLE VI

All provisions for Article VI, Sections 1 and 2 shall remain the same as set forth in the original Declaration.

Article VI, Section 3 shall remain the same as set forth in the original Declaration and shall be subject to the provisions set forth in the above Recitals.

Article VI, Section 4 shall remain the same as set forth in the original Declaration and shall be subject to the provisions set forth in the above Recitals.

Article VII shall be amended to read as follows:

ARTICLE VII

All provisions for Article VII, Sections 1, 2, 3, 4, 5, 6, 7, 9 and 10 shall remain as set forth in the original Declaration.

Article VII, Section 8, Paragraph A shall remain as set forth in the original Declaration.

Article VII, Section 8, Paragraph B shall be amended to read as follows:

B. By the owner. Except as otherwise provided in Paragraph A above, each unit owner shall furnish at his own expense, and be responsible for the following:

1. All maintenance, repairs and replacements within the owner's individual unit and all doors and windows appurtenant thereto (excepting any exterior doors and exterior windows (which shall be the Association's responsibility)). "Exterior" is defined as having a surface that faces outdoors. The individual unit owner shall also be responsible, and furnish at his own expense, the following: all internal installations of such units such as refrigerators, ranges and other kitchen appliances, lighting and other electrical fixtures, appliances and heating, plumbing

and air conditioning fixtures or installations and any portion of any other utility service facilities located within the unit boundaries as specified in Article V, Section 1, provided, however, such maintenance, repairs and replacements as may be required for bringing the water, gas and sewer services or electricity to the unit, shall be furnished by the Association as part of the common expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by personnel as a common expense.

Paragraph 2 of Article VII, Section 8, Paragraph B shall remain as set forth in the original Declaration.

ARTICLE VIII

Article VIII shall remain as set forth in the original Declaration.

ARTICLE IX

Article IX shall remain as set forth in the original Declaration.

ARTICLE X

Article X shall remain as set forth in the original Declaration.

Article XI shall be amended to read as follows:

ARTICLE XI

All provisions of Article XI, Paragraphs A, C, D, E, F, G, H, I, J and K shall remain as set forth in the original Declaration.

Article XI, Paragraph B shall be amended to read as follows:

B. "Quite Enjoyment." shall be changed to read as "Quiet Enjoyment."

The remainder of Article XI, Paragraph B shall remain as set forth in the original Declaration.

This First Amended Declaration executed this 25th day of June, 2003.

St. Croix Development Group, LLC

By: *Mark Gossman V.P.*
Mark Gossman

STATE OF WISCONSIN)
)ss.
ST. CROIX COUNTY)

Personally came before me this 25th day of June, 2003, the above named Mark Gossman, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Deanna Carter
Notary Public, State of Wisconsin
My commission expires 9-19-04

Drafted by:

HEYWOOD, CARI & ANDERSON, S.C.
1200 Hosford St., Suite 106
P.O. Box 125
Hudson, WI 54016
(715) 386-5551

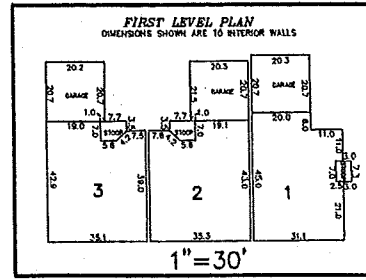
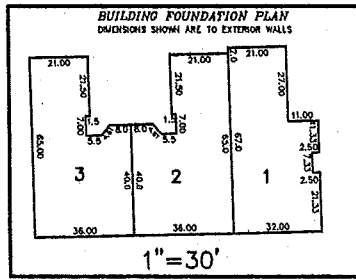


"COPY"

HANLEY GREEN CONDOMINIUMS

(A RESIDENTIAL CONDOMINIUM)

Located in the NE 1/4 of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin Being Lot 2 and Lot 11 of the Plot of HANLEY GREEN (a Planned Unit Development).



LEGEND

- ⓐ denotes curve number
- denotes 1" outside diameter iron pipe found
- denotes 2.38" outside diameter iron pipe 18" long weighing 3.65 pounds per lineal foot
- denotes Boundaries of Building Pad Envelope
- denotes Boundaries of Limited Common Elements for the private use of each unit

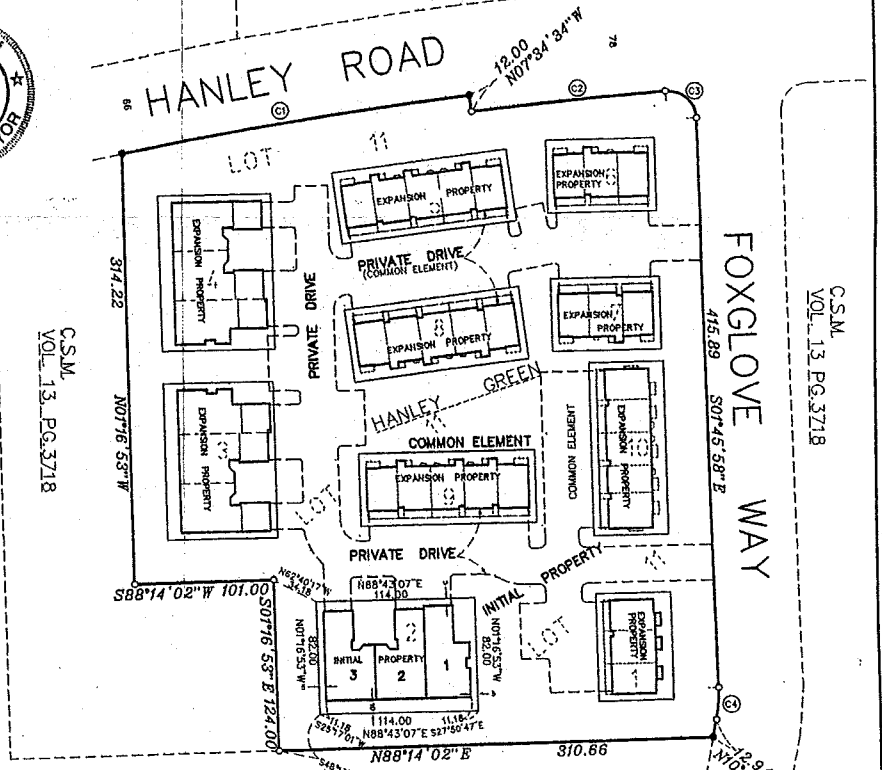
The orientation of this bearing system is based on the East line of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin which has an assumed bearing of N01°25'11"W.

LEGAL DESCRIPTION
Lot 2 and Lot 11 of the Plot of HANLEY GREEN (A PLANNED UNIT DEVELOPMENT) as recorded in the Register of Deeds Office for St. Croix County, Wisconsin.

UNIT, PROPERTY, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE SPECIFIED IN DETAIL IN THE DECLARATION OF CONDOMINIUMS TO BE RECORDED WITH THE CONDOMINIUM PLAT.

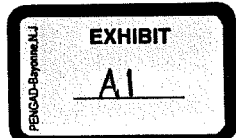
This map was prepared for any be the direction of Ernest G. Rud, and is in full compliance with State Statute 703, this being the Condominium Laws. I hereby certify that the survey, map and description were prepared under my direct supervision and are correct as shown herein; that I, Ernest G. Rud, Registered Land Surveyor, did this survey for the purpose of converting the shown property into a condominium.

Ernest G. Rud Date Nov 8, 2003
Ernest G. Rud, Reg. No. 2086 Date



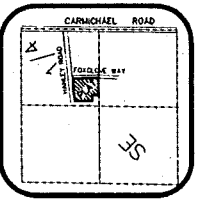
CURVE DESCRIPTION	CURVE NUMBER	CURVE RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING IN	TANGENT BEARING OUT
RW C1	C1	3108.09	251.30	251.23	N80°20'13" E	4°41'28"	S172°59'29" E	N82°40'57" E
RW C2	C2	3094.08	138.48	138.45	N83°58'29" E	2°34'55"	S82°41'00" W	N82°15'58" E
RW C3	C3	26.00	32.45	29.01	S41°15'00" E	92°58'04"	S33°15'58" W	S01°43'58" E
RW C4	C4	109.31	23.21	23.17	N04°49'02.5" E	12°10'01"	S01°45'58" E	S07°44'03" E

E. G. RUD & SONS, INC.
Land Surveyors



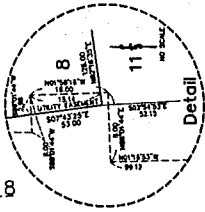
CURVE TABLE

CURVE DESCRIPTION	CURVE NUMBER	ARC RADIUS	CHORD	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING	TANGENT DISTANCE
CR	1	5094.08	139.46	139.43	172°52'28" E	N77°02'28" W	1827.6027' E
CR	2	5094.08	139.46	139.43	172°52'28" E	N77°02'28" W	1827.6027' E
CR	3	20.00	32.45	23.07	248°15'00" E	S85°15'58" W	501'45'58" E
CR	4	109.31	23.37	23.17	N64°19'02.5" E	S61°45'58" W	501'45'58" E



LOT AREAS

Lot 1	4.134
Lot 2	9.348
Lot 3	9.348
Lot 4	9.348
Lot 5	6.678
Lot 6	6.678
Lot 7	4.134
Lot 8	6.678
Lot 9	6.678
Lot 10	6.678
Lot 11	111.810



- LEGEND**
- ⊙ denotes curve number
 - ⊙ denotes section corner monument, Beneman Co.
 - ⊙ denotes 1" outside diameter iron pipe found
 - ⊙ denotes 1/2" outside diameter iron pipe found
 - ⊙ denotes 3/4" outside diameter iron pipe found
 - ⊙ denotes 1" outside diameter iron pipe found
 - All other lot corners are staked with 1/8" long weighing 1.12 pounds per lineal foot

HANLEY GREEN

Located in the NE 1/4 of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin. Being Lot 1 of Certified Survey Map recorded in Vol. 13, Page 3718 at the St. Croix Register of Deeds Office.

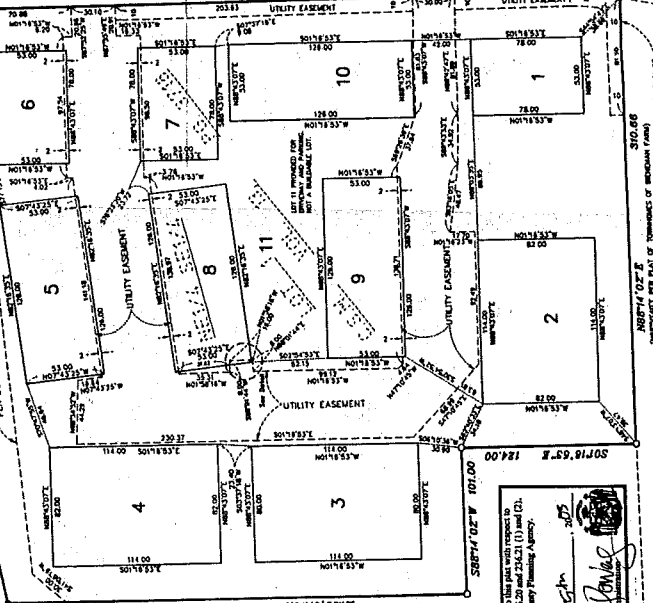
UNPLATTED LANDS

C.S.M. VOL. 12, PG. 3474

HANLEY ROAD

FOXGLOVE WAY

TOWNHOMES OF BIENEMAN FARM



C.S.M. VOL. 13, PG. 3718

C.S.M. VOL. 11, PG. 3060

Certified: *Maureen E. Panley*
Department of Land Surveying

The accuracy of this boundary system is based on the South line of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin which has an assumed bearing of S89°12'41" W.

E.G. RUD & SONS, INC.
Land Surveyors

PERIOD-Deposited
EXHIBIT
A2

V 2288P 364

23

727348

Document Number

SECOND AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR HANLEY GREEN CONDOMINIUMS

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD.

06/26/2003 09:15AM

COVENANTS
EXEMPT #

REC FEE: 23.00

TRANS FEE:

COPY FEE:

CC FEE:

PAGES: 7

Recording Area

Name and Return Address

HEYWOOD, CARI & ANDERSON, S.C.

1200 Hosford St., Suite 106

P.O. Box 125

Hudson, Wi 54016

236-1975-01-107

Parcel Identification Number (PIN)

**SECOND AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
HANLEY GREEN CONDOMINIUMS**

This Second Amended Declaration of Covenants, Conditions and Restrictions is made this 25th day of June, 2003, by St. Croix Development LLC, hereinafter referred to as "Declarant".

RECITALS

1. WHEREAS on the 28th day of April, 2003, Declarant executed the Declaration of Condominium, Covenants, Conditions and Restrictions consisting of Lot 2 and Lot 11 of the Plat of Hanley Green, located in the NE 1/4 of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin, which were recorded on May 9, 2003 as Document No. 720886 in Volume 2237, page 025. A First Amended Declaration dated June 25, 2003 and recorded in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 727347, in Volume 2288, page 355.
2. WHEREAS in the Declaration dated April 28, 2003, a provision on Page 2 of said Declaration provided for the expansion of the Condominium of the Plat of Hanley Green. In said paragraph of the original Declaration, Declarant reserved the right to expand and add to the Hanley Green Condominiums.
3. WHEREAS Declarant is now exercising the right the Declarant reserved in the original Declaration of Condominium and is expanding the initial property to include the expansion property as referred to in the Declaration of Condominium dated April 28, 2003.

NOW THEREFORE, Declarant hereby amends said original Declaration and said First Amended Declaration, which amendment shall run with the real property submitted to the original Declaration which shall be binding upon all parties having any right, title or interest in the described properties, or any part thereof, together with the buildings and improvements thereon, subject to the provisions of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes:

Description of Property

The real property, to which this Second Amended Declaration of Covenants, Conditions and Restrictions for Hanley Green Condominiums applies, is legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 of the Plat of Hanley Green
located in the Northeast 1/4 of the Southeast 1/4 of Section 31, Township

29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin.

There shall be three (3) units on each of Lots 1, 2, 3, 4, 6 and 7. There shall be five (5) units on each of Lots 5, 8, 9 and 10. The units on Lots 2, 3, and 4 shall have a single level, and the units on Lots 1, 5, 6, 7, 8, 9 and 10 shall consist of three (3) levels.

ARTICLE I

All provisions of Article I shall remain as set forth in the original Declaration.

ARTICLE II

All provisions of Article II shall remain as set forth in the original Declaration.

Article III shall be amended to read as follows:

ARTICLE III

All provisions of Article III shall remain as set forth in the First Amended Declaration.

Article IV shall be amended to read as follows:

ARTICLE IV

PERCENTAGE INTEREST.

The percentage of undivided interest in the common elements and facilities appertaining to each unit and its owner for all purposes, including voting, shall be 1/38 for each of the units and each unit shall have an equal share of one vote per unit owned.

The remainder of Article IV shall remain as set forth in the original Declaration.

ARTICLE V

Article V shall remain as set forth in the original Declaration.

Article VI shall be amended to read as follows:

ARTICLE VI

All provisions for Article VI, Sections 1 and 2 shall remain the same as set forth in the original Declaration.

Article VI, Section 3 shall be amended to read as follows:

Section 3 - Common elements description. The common elements shall be designated and set forth on Addendum No. 1 attached hereto and shall consist of all real property except the individual units and limited common elements as they are defined herein. Included as a common element shall be the grounds located underneath each unit extended to a point of five (5) feet beyond the plane of a line running perpendicular to the surface of the ground to the exterior edge of the eave of the roof, it being intended by this provision to provide adequate lands for placement of ladders for work on the structure and to provide areas for placement of service facilities for each unit.

Article VI, Section 4 shall be amended to read as follows:

Section 4 - Limited common elements description. The limited common elements shall be as designated and set forth on Addendum No. 1 attached hereto and shall be identified thereon as to type, extent and unit or units to which the limited common element is assigned. Fixtures designated to serve a single unit and located contiguous to the boundary of the unit shall be deemed to be a limited common element appertaining to that unit exclusively and need not be shown on Addendum No. 1, including but not limited to sidewalks, green space, and driveways adjacent to units' garages.

ARTICLE VII

Article VII shall remain as set forth in the First Amended Declarations.

ARTICLE VIII

Article VIII shall remain as set forth in the original Declaration.

ARTICLE IX

Article IX shall remain as set forth in the original Declaration.

ARTICLE X

Article X shall remain as set forth in the original Declaration.

ARTICLE XI

Article XI shall remain as set forth in the First Amended Declaration.

This Second Amended Declaration executed this 25th day of June, 2003.

St. Croix Development Group, LLC

By: *Mark Gossman*
Mark Gossman

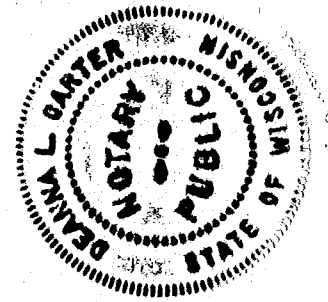
STATE OF WISCONSIN)
)ss.
ST. CROIX COUNTY)

Personally came before me this 25th day of June, 2003, the above named Mark Gossman, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Deanna Carter
Notary Public, State of Wisconsin
My commission expires 9-19-04

Drafted by:

HEYWOOD, CARI & ANDERSON, S.C.
1200 Hosford St., Suite 106
P.O. Box 125
Hudson, WI 54016



"COPY"

HANLEY GREEN CONDOMINIUMS (Addendum No. 1)

(A RESIDENTIAL CONDOMINIUM)

Located in the NE 1/4 of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin Being Lots 1,2,3,4,5,6,7,8,9,10 and Lot 11 of the Plat of HANLEY GREEN (a Planned Unit Development).

The orientation of this bearing system is based on the East line of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin which has an assumed bearing of $N01^{\circ}25'11''W$.

LEGEND

- Ⓢ denotes curve number
- denotes 1" inside diameter iron pipe found
- denotes 1.38" outside diameter iron pipe 18" long weighing 1.13 pounds per lineal foot
- denotes Boundaries of Building Pad Envelope
- denotes Boundaries of Limited Common Elements for the private use of each unit

LEGAL DESCRIPTION OF INITIAL PROPERTY
 Lot 2 and Lot 11 of the Plat of HANLEY GREEN (A PLANNED UNIT DEVELOPMENT) as recorded in the Register of Deeds Office for St. Croix County, Wisconsin.

LEGAL DESCRIPTION OF EXPANSION PROPERTY
 Lots 1,3,4,5,6,7,8,9 and 10 of the Plat of HANLEY GREEN (A PLANNED UNIT DEVELOPMENT) as recorded in the Register of Deeds Office for St. Croix County, Wisconsin.

UNIT PROPERTY, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE SPECIFIED IN DETAIL IN THE DECLARATION OF CONDOMINIUMS TO BE RECORDED WITH THE CONDOMINIUM PLAN.

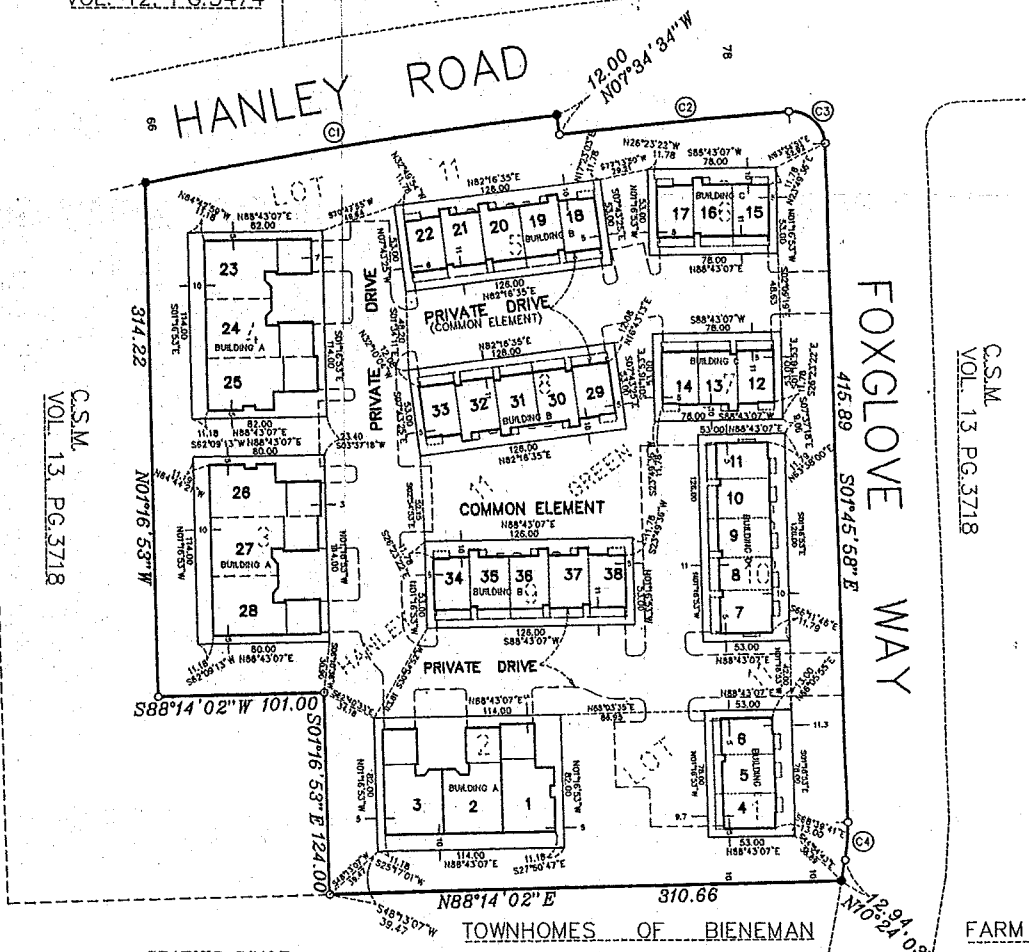
This map was prepared for and by the direction of Mark Ossman, and is in full compliance with State Statute 703, this being the Condominium Law. I hereby certify that the survey, map and description were prepared under my direct supervision and are correct as shown hereon; that I, Ernest G. Rud, Registered Land Surveyor, did this survey for the purpose of converting the shown property into a condominium.

Ernest G. Rud June 24, 2003
 Ernest G. Rud, Reg. No. 2086 Date



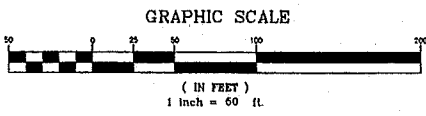
C.S.M. VOL. 12, PG. 3474

UNPLATTED LANDS



C.S.M. VOL. 13, PG. 3718

C.S.M. VOL. 13, PG. 3718



CURVE TABLE								
CURVE DESCRIPTION	CURVE NUMBER	CURVE RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING IN	TANGENT BEARING OUT
RR C1	3106.08	254.30	284.23	180.2013°	4°41'28"	N77°59'29"E	N81°40'57"E	
RR C2	3094.08	132.46	139.45	183°58'29"E	2°34'56"	S82°41'00"W	N85°15'58"E	
RR C3	20.00	32.45	28.01	318°15'00"E	92°58'04"	S85°15'58"W	S01°45'38"E	
RR C4	153.21	33.21	23.17	S01°45'38"E	12°00'01"	S01°45'38"E	S10°24'03"E	

E. G. RUD & SONS, INC.
 Land Surveyors

"COPY"

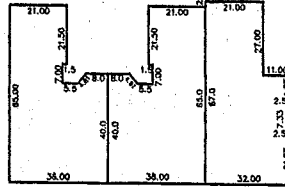
HANLEY GREEN CONDOMINIUMS (Addendum No. 1)

(A RESIDENTIAL CONDOMINIUM)

Located in the NE 1/4 of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin Being Lot 1,2,3,4,5,6,7,8,9,10 and Lot 11 of the Plot of HANLEY GREEN (a Planned Unit Development).

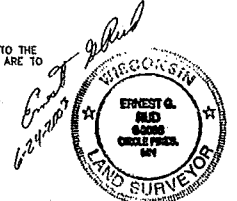
BUILDING FOUNDATION PLAN AND FIRST LEVEL PLAN

BUILDING A
1" = 30'

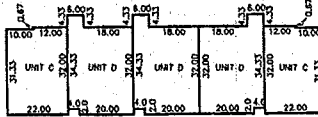


NOTE: DIMENSIONS SHOWN ARE FROM ARCHITECT PLANS BY CUNDY, SANTINE AND ASSOCIATES DATED OCTOBER 10, 2002

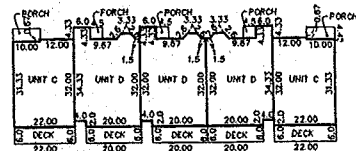
FOR ALL BUILDINGS: DIMENSIONS SHOWN TO THE COMMON WALLS BETWEEN UNITS ARE DIMENSIONED TO THE CENTER OF WALL. ALL OTHER DIMENSIONS ARE TO EXTERIOR OF WALL.



BUILDING FOUNDATION PLAN (BASEMENT AND GARAGE PLAN)

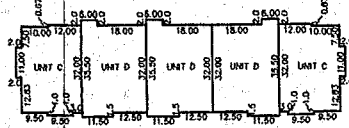


FIRST LEVEL PLAN



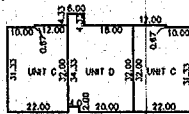
BUILDING B
1" = 30'

SECOND LEVEL PLAN

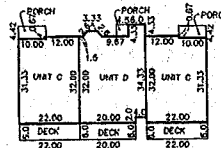


BUILDING FOUNDATION PLAN (BASEMENT AND GARAGE PLAN)

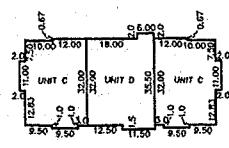
BUILDING C
1" = 30'



FIRST LEVEL PLAN

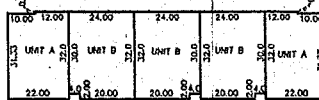


SECOND LEVEL PLAN

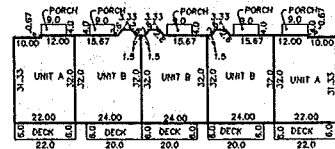


BUILDING FOUNDATION PLAN (BASEMENT AND GARAGE PLAN)

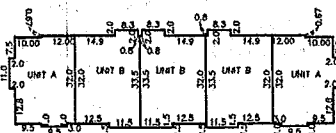
BUILDING D
1" = 30'



FIRST LEVEL PLAN

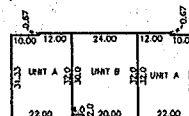


SECOND LEVEL PLAN

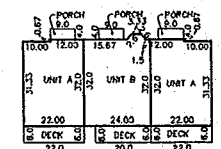


BUILDING FOUNDATION PLAN (BASEMENT AND GARAGE PLAN)

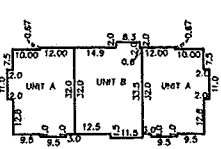
BUILDING E
1" = 30'



FIRST LEVEL PLAN



SECOND LEVEL PLAN



E. G. RUD & SONS, INC.
Land Surveyors

U 2716 P 131

782657

15

THIRD AMENDED DECLARATION OF
COVENANTS AND RESTRICTIONS FOR
HANLEY GREEN CONDOMINIUMS

KATHLEEN H. WALSH
REGISTER OF DEEDS
ST. CROIX CO., WI

RECEIVED FOR RECORD

12/16/2004 10:00AM

COVENANTS
EXEMPT #

REC FEE: 15.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 3

Document Number

Title of Document

Record this document with the Register of Deeds

Name and Return Address:

Heywood, Cari & Anderson, S.C.
816 Dominion Drive, Suite 100
P.O. Box 125
Hudson, WI 54016

236-1975-07-101

(Parcel Identification Number)

THIRD AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
HANLEY GREEN CONDOMINIUMS

This Third Amended Declaration of Covenants, Conditions and Restrictions is made this 21st day of October, 2004, by St. Croix Development LLC, hereinafter referred to as "Declarant".

RECITALS

WHEREAS on the 28th day of April, 2003, Declarant executed the Declaration of Condominium, Covenants, Conditions and Restrictions consisting of Lot 2 and Lot 11 of the Plat of Hanley Green, located in the NE 1/4 of the SE 1/4 of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin, which were executed on April 28, 2003 and recorded on May 9, 2003 as Document No. 720886 in Volume 2237, page 025. A First Amended Declaration was executed June 25, 2003 and recorded June 26, 2003 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 727347, in Volume 2288, page 355. A Second Amended Declaration was executed June 25, 2003 and recorded June 26, 2003 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 727348 in Volume 2288, page 364.

NOW THEREFORE, Declarant hereby amends the previous Declarations to include the following changes, which amendment shall run with the real property described in the original Declaration which shall be binding upon all parties having any right, title or interest in the described properties, or any part thereof, together with the buildings and improvements thereon, subject to the provisions of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

Article VII, Section 3, Subparagraph B.3., of the original Declaration shall be changed to read as follows:

"Maintenance of Common Elements; Determination and Payment of Assessments. Except as otherwise provided herein, management, repair, alteration and improvements of the common elements shall be the responsibility of the Board. It shall be the duty of every unit owner to pay his proportionate share of the expenses of maintenance, repair, replacement, administration, insurance and operation of the common elements and facilities and of the other expenses as determined by the Board. Such proportionate share shall be in the same ratio of his percentage interest in the common elements and facilities as set forth in Article IV. Payment thereof shall be in such amount and at such times as determined by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a unit owner to pay his proportionate share when due, the amount past due shall constitute a lien on the interest of such unit owner pursuant to Chapter 703 of the Wisconsin Statutes. This section shall only apply to unit owners other than Declarant. No assessment shall be made against any unit owned by Declarant. This Amendment shall be effective retroactive to April 28, 2003."



8 3 4 6 1 6 4

Tx:4287352

DOCUMENT
NUMBER

FOURTH AMENDMENT TO
DECLARATION OF CONDOMINIUM,
COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR HANLEY GREEN
CONDOMINIUMS

1023608
BETH PABST
REGISTER OF DEEDS
ST. CROIX CO., WI
RECEIVED FOR RECORD
01/07/2016 2:18 PM
EXEMPT #:
REC FEE: 30.00
PAGES: 5

Recording Area

RETURN TO:
Ryan C. Cari
HEYWOOD, CARI & ANDERSON, S.C.
816 Dominion Drive, Suite 100
Hudson, WI 54016
(715) 386-5551

5

See Attached Exhibit A
Parcel Identification Numbers (PIN)

**Fourth Amendment to Declaration of Condominium, Covenants, Conditions, and
Restrictions of Hanley Green Condominiums**

This Fourth Amendment to Declaration of Condominium, Covenants, Conditions, and Restrictions of Hanley Green Condominiums is made on this 6th day of January, 2016, by the requisite majority of the unit owners, and with regard to that certain real property identified, described, and explained within the attached Exhibit A.

RECITALS

WHEREAS on the 28th day of April, 2003, Declarant executed the Declaration of Condominium, Covenants, Conditions and Restrictions consisting of Lot 2 and Lot 11 of the Plat of Hanley Green, located in the NE ¼ of the SE ¼ of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin, which were executed on April 28, 2003 and recorded on May 9, 2003 as Document No. 720886 in Volume 2237, page 025.

WHEREAS on the 25th day of June, 2003, a First Amended Declaration was executed and recorded June 26, 2003 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 727347, in Volume 2288, page 355.

WHEREAS, on the 25th of June, 2003, a Second Amended Declaration was executed and recorded June 26, 2003 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 727348 in Volume 2288, page 364.

WHEREAS, on the 2nd day of December, 2004, a Third Amended Declaration was executed and recorded on December 16, 2004 in the office of the Register of Deeds for St. Croix county, Wisconsin as Document No. 782657 in Volume 2716, page 131.

NOW THEREFORE, the Unit Owners hereby amend the previous Declaration (as Amended) to include the following changes, which amendment(s) shall run with the real property described in the original Declaration and which shall be binding upon all parties having any right, title or interest in the described properties, or any part thereof, together with the buildings and improvements thereon, subject to the provisions of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

Sections 3-7 shall be added to Article IX and shall read as follows:

“Section 3 – Eminent Domain. Any damages for taking of all or part of the Condominium shall be awarded as follows:

- a. Every Unit Owners is entitled to the entire award for the taking of all or part of the respective Unit and for consequential damages to their Unit.

b. Any award for taking of limited Common Elements shall be allocated to the Unit owners of the Units to which the use of those limited Common Elements is restricted in proportion to the respective percentage interests in the Common Elements.

c. In the event no reconstruction is undertaken, then the award for the taking of Common Elements shall be allocated to all Unit owners in proportion to their respective percentage interests in the Common Elements.

Section 4- Reconstruction Following Taking. Following the taking of all or part of the Common Elements, the Association shall promptly undertake to restore the improvements of the Common Elements to an architectural whole compatible with the existing structure. Any costs of such restoration in excess of the combination award shall be a common expense. However, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to the extent that reconstruction or restoration is not practical, a Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit owners in proportion to the percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit.

Section 5 - Adjustment of Percentage Interest Following Taking; Effect of Taking on Votes of Pertinent Unit. Following the taking of all or a part of any Unit, the percentage appurtenant to the Unit shall be adjusted in proportion as provided in the Condominium Instruments or Bylaws. The Association promptly shall prepare and record an Amendment to the Declaration reflecting the new percentage interests appurtenant to the Unit. Following the taking of part of the Unit, the votes appurtenant to that Unit shall be appurtenant to the remainder of that Unit, and following the taking of all of a Unit, the right to vote appurtenant to the Unit shall terminate.

Section 6 - Priority and Distribution of Damages for Each Unit. All damages for each Unit shall be distributed in accordance with the priority at interest at law or equity in each respective Unit.

Section 7 - Taking Not to Include Percentage Interests or Votes. A taking of all or part of a Unit may not include any of the percentage interests or votes appurtenant to the Unit.”

Paragraph “K.” of Section 1, Article VIII shall be added and shall read as follows:

“K. Rentals and Non-owner Occupancy. At no time shall more than 49% of the units be rented, leased, or otherwise occupied by non-owners. Any unit owner desirous of renting or

leasing a unit to a non-owner shall be obligated to confirm that the rental of his or her unit will not violate this provision. Any lease entered into in violation of this provision shall be null and void."

Paragraph "L." of Section 1, Article VIII shall be added and shall read as follows:

"L. Lease Term. Any permitted lease entered into by a unit owner with a non-owner shall be for a period of no less than one (1) calendar month."

Paragraph "M." of Section 1, Article VIII shall be added and shall read as follows:

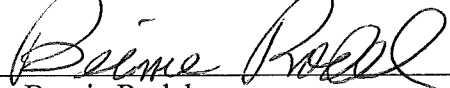
"M. Any unit owner entering into a permissive lease with a non-owner shall provide the tenant(s) with copies of the Association Declarations, Covenants, By-Laws, and any rules and regulations prior to the commencement of the lease term."

Paragraph "N." of Section 1, Article VIII shall be added and shall read as follows:

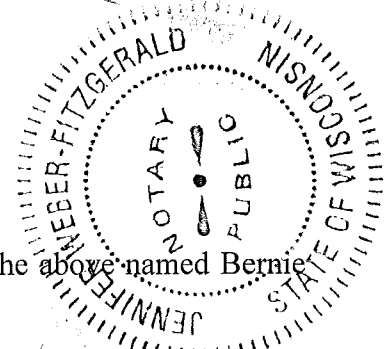
"N. Any unit owner entering into a permissive lease shall provide the name and contact information for any and all tenants occupying that unit to the association board within thirty (30) days following occupancy of any tenant."

IN WITNESS WHEREOF, Declarant has executed this Fourth Amendment to Declaration as of the date first set forth above.

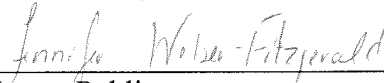
Hanley Green Condominium Owners Association, Inc.


By: Bernie Rodel
Its: President

STATE OF WISCONSIN)
)ss
ST. CROIX COUNTY)



Personally came before me this 6th day of January, 2016, the above named Bernie Rodel, executed the foregoing instrument and acknowledged the same.


Notary Public
My commission expires 11/25/19

Drafted by:
Ryan C. Cari, HEYWOOD, CARI & ANDERSON, S.C. 816 Dominion Drive, Suite 100, P.O. Box 125, Hudson, WI 54016

EXHIBIT A

HANLEY GREEN CONDOMINIUM

Building A, Units 1-3 and 23-28; Building B, Units 18-22 and 29-38; Building C, Units 12-17; Building D, Units 7-11; and Building E, Units 4-6, Hanley Green Condominiums, being a Condominium created under the Condominium Act of the State of Wisconsin by a "Declaration of Condominium, Covenants, Conditions, and Restrictions for Hanley Green Condominiums", a Condominium, which was recorded May 9, 2003 in the Office of the Register of Deeds, St. Croix County, Wisconsin in Vol. 2237, Page 025, as Doc. No. 720886, together with all appurtenant right, title or interest, including (without limitation):

- A) The undivided percentage interest in all common elements as specified for such unit in the aforementioned Declaration; and
- B) The right to use the areas and/or facilities, if any, specified in the aforementioned Declaration as limited Common Elements for such unit.

Parcel Identification Numbers:

236-1975-07-001	236-1975-07-020
236-1975-07-002	236-1975-07-021
236-1975-07-003	236-1975-07-022
236-1975-07-004	236-1975-07-023
236-1975-07-005	236-1975-07-024
236-1975-07-006	236-1975-07-025
236-1975-07-007	236-1975-07-026
236-1975-07-008	236-1975-07-027
236-1975-07-009	236-1975-07-028
236-1975-07-010	236-1975-07-029
236-1975-07-011	236-1975-07-030
236-1975-07-012	236-1975-07-031
236-1975-07-013	236-1975-07-032
236-1975-07-014	236-1975-07-033
236-1975-07-015	236-1975-07-034
236-1975-07-016	236-1975-07-035
236-1975-07-017	236-1975-07-036
236-1975-07-018	236-1975-07-037
236-1975-07-019	236-1975-07-038



8 3 6 9 1 0 7
Tx:4307974

1028722
BETH PABST
REGISTER OF DEEDS
ST. CROIX CO., WI
RECEIVED FOR RECORD
05/10/2016 11:19 AM
EXEMPT #:
REC FEE: 30.00
PAGES: 7

DOCUMENT
NUMBER

FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM,
COVENANTS, CONDITIONS, AND
RESTRICTIONS
FOR HANLEY GREEN
CONDOMINIUMS

Recording Area

RETURN TO:
Ryan C. Cari
HEYWOOD, CARI & ANDERSON, S.C.
816 Dominion Drive, Suite 100
Hudson, WI 54016
(715) 386-5551

See Attached Exhibit A

Parcel Identification Numbers (PIN)

**Fifth Amendment to Declaration of Condominium, Covenants, Conditions, and
Restrictions of Hanley Green Condominiums**

This Fifth Amendment to Declaration of Condominium, Covenants, Conditions, and Restrictions of Hanley Green Condominiums is made on this 6th day of May, 2016, by the requisite majority of the unit owners, and with regard to that certain real property identified, described, and explained within the attached **Exhibit A**.

RECITALS

WHEREAS, on the 28th day of April, 2003, Declarant executed the Declaration of Condominium, Covenants, Conditions and Restrictions consisting of Lot 2 and Lot 11 of the Plat of Hanley Green, located in the NE ¼ of the SE ¼ of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin, which were executed on April 28, 2003 and recorded on May 9, 2003 as Document No. 720886 in Volume 2237, page 025.

WHEREAS, on the 25th day of June, 2003, a First Amended Declaration was executed and recorded June 26, 2003 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 727347, in Volume 2288, page 355.

WHEREAS, on the 25th of June, 2003, a Second Amended Declaration was executed and recorded June 26, 2003 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 727348 in Volume 2288, page 364.

WHEREAS, on the 2nd day of December, 2004, a Third Amended Declaration was executed and recorded on December 16, 2004 in the office of the Register of Deeds for St. Croix county, Wisconsin as Document No. 782657 in Volume 2716, page 131.

WHEREAS, on the 6th day of January, 2016, a Fourth Amended Declaration was executed and recorded on January 7, 2016 in the office of the Register of Deeds for St. Croix county, Wisconsin as Document No. 1023608.

NOW THEREFORE, the Unit Owners hereby amend the previous Declaration (as Amended) to include the following changes, which amendment(s) shall run with the real property described in the original Declaration and which shall be binding upon all parties having any right, title or interest in the described properties, or any part thereof, together with the buildings and improvements thereon, subject to the provisions of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

Section 3, Article VII shall be amended to read as follows:

Section 3 - Common Elements and Assessments.

- A. Maintenance of Common Elements; Determination and Payment of Assessments.
Except as otherwise provided herein, management, repair, alteration and improvements of the Common Elements shall be the responsibility of the Board. It

shall be the duty of every unit owner to pay his proportionate share of the expenses of maintenance, repair, replacement, administration, insurance and operation of the common elements and facilities and of the other expenses as determined by the Board. Such proportionate share shall be in the same ratio as his percentage interest in the common elements and facilities as set forth in Article IV. Payment thereof shall be in such amount and at such times as may be determined by the By-Laws and/or rules and regulations of the Board. In the event of the failure of a unit owner to pay such proportionate share when due, the amount past due shall constitute a lien on the interest of such unit owner pursuant to Chapter 703 of the Wisconsin Statutes.

- B. Dues on First Mortgagee Held Properties. Any first Mortgagee who obtains title to a Residential Unit pursuant to the remedies in the Mortgage or through foreclosure will not be liable for more than six months of the Residential Unit's unpaid regularly budgeted dues or charges accrued before acquisition of the title to the Residential Unit by said first Mortgagee. If the Association's lien priority included costs of collecting unpaid dues, the Mortgagee will be liable for any fees or costs related to the collection of the unpaid dues.

Section 8, Article IX shall be added and shall read as follows:

Section 8 - Rights of First Mortgagee as to Certain Payments or Awards. No provision of the Association's documents gives a Residential Unit Owner or any other party priority over any rights of the first Mortgagee of the Residential Unit pursuant to its Mortgage in case of payment to the Residential Unit Owner of insurance proceeds or condemnation awards for losses to or taking of Residential Units and/or Common Elements.

Section 2, Article X shall be amended to read as follows:

Section 2 - Mortgagee Notices

- A. Notice to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded Mortgage or trust deed against any unit ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose unit ownership is subject to such Mortgage or interested deed.
- B. Rights of First Mortgagees. Upon written request to the Board, a first Mortgagee and/or any guarantor of a first Mortgage on any Residential Unit in the Association shall have the right to timely written notice of:
- Any condemnation or casualty loss that affects either a material portion of the Association or the Residential Unit securing its First Mortgage and/or guaranteed Mortgage;
 - Any 60 day delinquency in the payment of assessments or charges owed by the Owner of any Residential Unit on which its Mortgage and/or guaranty applies;

- A lapse, cancellation or material modification of any insurance policy maintained by the Association;
 - Any proposed action that requires the consent of a specified percentage of Mortgagees.
- C. Method of Providing Notice(s) to Mortgagee(s). Any notice required to be sent to a Mortgagee as provided herein not requiring action/consent by said Mortgagee may be sent by regular US mail to said Mortgagee at the most current address provided by Mortgagee in its request for notice sent to the Board. Any notice required to be sent to a Mortgagee as provided herein requiring action/consent by said Mortgagee must be sent to said Mortgagee at the most current address provided by Mortgagee in its request for notice sent to the Board by certified or registered mail, return receipt requested.

Section 13, Article X shall be added and shall read as follows:

Section 13 - Consent of Mortgagees.

- A. Consent Required. Regardless of any other provision in Declarations (as amended), consent of first Mortgagees on at least 51% of the Residential Unit ownerships which are subject to first Mortgages held by first Mortgagees will be required for the Association to do or permit to be done any act that may be materially adverse to first Mortgagee(s), including but not limited to any of the following:
- Adoption of an amendment to the Declaration which changes or adds to provisions of the Declaration related to (i) voting rights; (ii) assessments, assessment liens, or the priority of assessment liens; (iii) reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in Common Elements (including limited Common Elements) or rights to their use; (vi) redefinition of any Residential Unit boundaries; (vii) convertibility of Residential Units into Common Elements or Common Elements into Residential Units; (viii) insurance or fidelity bond requirements; (ix) imposition of any restrictions on an Owner's right to sell or transfer his/her Residential Unit(s); or (x) any provisions which expressly benefit First Mortgagees;
 - Partition or subdivision of a Residential Unit;
 - The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements;
 - The sale of the Association property;
 - The removal of a portion of the Association property from the provisions of the Act and the Declaration;
 - Restoration or repair of the Association property (after hazard damage or partial condemnation) in a manner other than as specified in the Declaration or

the use of hazard insurance proceeds for losses to the Association property (whether to Residential Unit or to the Common Elements) for other than the repair, replacement, or reconstruction of the damaged portion of the Association property;

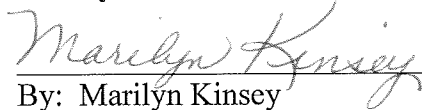
- Termination of the Association or legal status of any property after substantial destruction or condemnation of the Association property; provided that, if the termination is for any reason other than substantial destruction or condemnation of the Association property, the consent of at least 67% of the first Mortgagees shall be required;
- The effectuation of a decision by the Association to terminate professional management and assume self-management of the Association when professional management had been required.

B. Notice When Consent Required/ Implied Consent. Notice of any action requiring consent of first Mortgagees as provided for in subsection A above shall be provided to said first Mortgagee(s) consistent with Article X, Section 2.2. Any first Mortgagee(s) failing to submit a response to said notice within sixty (60) days of receipt shall be deemed to have approved/ consented to the proposed action as indicated in the applicable notice.

In all other respects, the original Declaration, as amended by the First, Second, Third and Fourth Amendments remain unchanged and in effect as stated therein.

IN WITNESS WHEREOF, Declarant has executed this Fifth Amendment to Declaration as of the date first set forth above.

Hanley Green Condominium Owners Association, Inc.



By: Marilyn Kinsey

Its: President

STATE OF WISCONSIN)
)ss
ST. CROIX COUNTY)

Personally came before me this 6th day of May, 2016, the above named Marilyn Kinsey, executed the foregoing instrument and acknowledged the same.

JENNIFER M. GIBSON
NOTARY PUBLIC
STATE OF WISCONSIN



Notary Public

My commission expires 12/9/2017

Drafted by:
Ryan C. Cari
HEYWOOD, CARI & ANDERSON, S.C.
816 Dominion Drive, Suite 100
P.O. Box 125
Hudson, WI 54016

EXHIBIT A

HANLEY GREEN CONDOMINIUM

Building A, Units 1-3 and 23-28; Building B, Units 18-22 and 29-38; Building C, Units 12-17; Building D, Units 7-11; and Building E, Units 4-6, Hanley Green Condominiums, being a Condominium created under the Condominium Act of the State of Wisconsin by a "Declaration of Condominium, Covenants, Conditions, and Restrictions for Hanley Green Condominiums", a Condominium, which was recorded May 9, 2003 in the Office of the Register of Deeds, St. Croix County, Wisconsin in Vol. 2237, Page 025, as Doc. No. 720886, together with all appurtenant right, title or interest, including (without limitation):

- A) The undivided percentage interest in all common elements as specified for such unit in the aforementioned Declaration; and
- B) The right to use the areas and/or facilities, if any, specified in the aforementioned Declaration as limited Common Elements for such unit.

Parcel Identification Numbers:

236-1975-07-001	236-1975-07-020
236-1975-07-002	236-1975-07-021
236-1975-07-003	236-1975-07-022
236-1975-07-004	236-1975-07-023
236-1975-07-005	236-1975-07-024
236-1975-07-006	236-1975-07-025
236-1975-07-007	236-1975-07-026
236-1975-07-008	236-1975-07-027
236-1975-07-009	236-1975-07-028
236-1975-07-010	236-1975-07-029
236-1975-07-011	236-1975-07-030
236-1975-07-012	236-1975-07-031
236-1975-07-013	236-1975-07-032
236-1975-07-014	236-1975-07-033
236-1975-07-015	236-1975-07-034
236-1975-07-016	236-1975-07-035
236-1975-07-017	236-1975-07-036
236-1975-07-018	236-1975-07-037
236-1975-07-019	236-1975-07-038

SIXTH AMENDMENT TO
DECLARATION OF CONDOMINIUM,
COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR
HANLEY GREEN CONDOMINIUMS

1169827

BETH PABST

REGISTER OF DEEDS

ST. CROIX CO., WI

RECEIVED FOR RECORD

08/09/2023 08:00 AM

EXEMPT #

REC FEE 30.00

PAGES: 4

****The above recording information
verifies that this document has
been electronically recorded
& returned to the submitter**

Recording Area

RETURN TO:
Ryan C. Cari
HEYWOOD, CARI & ANDERSON, S.C.
816 Dominion Drive, Suite 100
Hudson, WI 54016
(715) 386-5551

See Attached Exhibit A

Parcel Identification Numbers (PIN)

**Sixth Amendment to Declaration of Condominium, Covenants, Conditions, and
Restrictions of Hanley Green Condominiums**

This Sixth Amendment to Declaration of Condominium, Covenants, Conditions, and Restrictions of Hanley Green Condominiums is made effective on the 18th day of July 2023, by the requisite majority of the unit owners, and with regard to that certain real property identified, described, and explained within the attached **Exhibit A**.

RECITALS

WHEREAS, on the 28th day of April, 2003, Declarant executed the Declaration of Condominium, Covenants, Conditions and Restrictions consisting of Lot 2 and Lot 11 of the Plat of Hanley Green, located in the NE ¼ of the SE ¼ of Section 31, Township 29 North, Range 19 West, City of Hudson, St. Croix County, Wisconsin, which were executed on April 28, 2003 and recorded on May 9, 2003 as Document No. 720886 in Volume 2237, page 025 (herein the “Declaration”); and

WHEREAS, on the 25th day of June, 2003, a First Amended Declaration was executed and recorded June 26, 2003 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 727347, in Volume 2288, page 355; and

WHEREAS, on the 25th of June, 2003, a Second Amended Declaration was executed and recorded June 26, 2003 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 727348 in Volume 2288, page 364; and

WHEREAS, on the 2nd day of December, 2004, a Third Amended Declaration was executed and recorded on December 16, 2004 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 782657 in Volume 2716, page 131; and

WHEREAS, on the 6th day of January, 2016, a Fourth Amended Declaration was executed and recorded on January 7, 2016 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 1023608; and

WHEREAS, on the 6th day of May, 2016, a Fifth Amended Declaration was executed and recorded on May 10, 2016 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 1028722.

NOW THEREFORE, the unit owners hereby amend the previous Declaration (as Amended) to include the following changes, which amendment(s) shall run with the real property described in the original Declaration and which shall be binding upon all parties having any right, title or interest in the described properties, or any part thereof, together with the buildings and improvements thereon, subject to the provisions of the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes.

EXHIBIT A

HANLEY GREEN CONDOMINIUM

Building A, Units 1-3 and 23-28; Building B, Units 18-22 and 29-38; Building C, Units 12-17; Building D, Units 7-11; and Building E, Units 4-6, Hanley Green Condominiums, being a Condominium created under the Condominium Act of the State of Wisconsin by a "Declaration of Condominium, Covenants, Conditions, and Restrictions for Hanley Green Condominiums", a Condominium, which was recorded May 9, 2003 in the Office of the Register of Deeds, St. Croix County, Wisconsin in Vol. 2237, Page 025, as Doc. No. 720886, together with all appurtenant right, title or interest, including (without limitation):

- A) The undivided percentage interest in all common elements as specified for such unit in the aforementioned Declaration; and
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236-1975-07-012	236-1975-07-031
236-1975-07-013	236-1975-07-032
236-1975-07-014	236-1975-07-033
236-1975-07-015	236-1975-07-034
236-1975-07-016	236-1975-07-035
236-1975-07-017	236-1975-07-036
236-1975-07-018	236-1975-07-037
236-1975-07-019	236-1975-07-038