ARTICLES OF INCORPORATION
OF
HANLEY HEDGE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

The undersigned, a natural person of full age, for the purpose of forming a corporation without stock and not for profit under the Nonstock Corporation Law, Wisconsin Statutes Chapter 181 ("Nonstock Corporation Law"), and pursuant to the Condominium Ownership Act, Wisconsin Statutes Chapter 703 ("Condominium Act"), hereby adopts the following Articles of Incorporation:

ARTICLE I

Name. The name of the corporation is: Hanley Hedge Townhomes Homeowners Association, Inc.

ARTICLE II

This corporation is organized under the Chapter 181 of the Wisconsin Statutes.

ARTICLE III

Period of Existence. The period of existence of the corporation shall be perpetual.

ARTICLE IV

Principal Office and Registered Agent. The address of the principal office of the corporation is:

3363 Oasis Avenue North
Stillwater, MN 55082

The name of the initial registered agent of the corporation at such address is:

Rodney Bahr

ARTICLE V

Purpose; Powers. The purpose of the corporation is to engage in any lawful activity within the purposes for which corporations may be organized under the Nonstock Corporation Law, including, without limitation, serving as an Association of Unit Owners for the Condominium known as Hanley Hedge Townhomes a Residential Condominium located in St. Croix County, Wisconsin, all as contemplated and permitted by the Condominium Act. Within the scope and in furtherance of its purpose, but subject to any restrictions and limitations

specified by or in any of the Condominium Instruments, the corporation shall have and exercise all the powers prescribed under both the Nonstock Corporation Law and the Condominium Act.

ARTICLE VI

Members. The number, classes, qualifications, method of election, powers, authority, rights, privileges, and duties of the members, the time and place of their meetings, the manner and conditions of termination of membership and such other provisions with respect to the members as are not inconsistent with the laws of the State of Wisconsin and the express provisions of these Articles of Incorporation or the Declaration shall be fixed for or in the manner provided in the Bylaws of the corporation; provided, however, that in all events the members of the corporation shall be limited to and include only persons who are Unit Owners with respect to Hanley Hedge Townhomes a Residential Condominium.

ARTICLE VII

Board of Directors. The management and direction of the business and affairs of the corporation shall be vested in a Board of Directors. The number (which in no event shall be less than three), qualifications, term of office, method of election, powers, authority, and duties of the directors of the corporation, the time and place of their meetings, and such other provisions with respect to them as are not inconsistent with the laws of the State of Wisconsin and the express provisions of these Articles of Incorporation or the Declaration shall be fixed by or in the manner provided in the Bylaws of the corporation.

ARTICLE VIII

Dissolution; Distribution of Assets. Upon dissolution of the corporation, its property assets shall be distributed in accordance with the laws of the State of Wisconsin; provided, however, that after the payment of all liabilities and obligations of the corporation and all costs and expenses incurred by the corporation in connection with its dissolution, and subject to such distributions, transfers, or conveyances of any property or assets held by the corporation as shall otherwise be required by law, any and all remaining property and assets of the corporation shall be distributed to the members of the corporation in accordance with their common expense liability as set forth in the Declaration.

ARTICLE IX

Amendment. These Articles of Incorporation may be amended at any special meeting of the members duly called for that purpose, or at any annual meeting, provided that a statement of the nature of the proposed amendment is included in the notice of any such meeting. An amendment shall be adopted upon receiving at least sixty-six percent (66.0%) of the votes entitled to be cast by members present in person or by proxy at any such meeting. Any number of amendments may be submitted and voted upon at anyone meeting.

ARTICLE X

Voting Requirements. Whenever, with respect to any action to be taken by the members or the directors of the corporation, the Bylaws of the corporation or the Declaration require the vote or concurrence of a greater proportion of the members or directors, as the case may be, than required by the Nonstock Corporation Law with respect to such action, the provisions of the Bylaws or the Declaration requiring the vote or concurrence of such greater proportion of the members of directors shall control.

ARTICLE XI

Defined Terms; Statutory References. All capitalized terms not otherwise defined in these Articles of Incorporation shall have the meanings given to them under either the Nonstock Corporation Law or Condominium Act, as the case may be. All references in these Articles of Incorporation to the Nonstock Corporation Law or the Condominium Act shall mean and include such Law or Act, as now enacted or as hereafter amended or recodified.

ARTICLE XII

Incorporator. The name and address of incorporator is:

Rodney Bahr
3363 Oasis Avenue North
Stillwater, MN 55082

EXECUTED in duplicate on the 14th day of January, 2004.

Rodney Bahr

STATE OF Minnesota)
) SS
COUNTY OF Washington)

Personally came this 14th day of January, 2004, the aforenamed incorporator, Rodney Bahr, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

DAWN E. WOLD
Notary Public
Minnesota
My Commission Expires January 31, 2005

Notary Public
My Commission Expires

RULES AND REGULATIONS
FOR
HANLEY HEDGE TOWNHOMES A RESIDENTIAL CONDOMINIUM

Association living shall be a new experience for many residents of Hanley Hedge Townhomes a Residential Condominium. It is the goal of the Hanley Hedge Townhomes Homeowners Association, Inc., to provide the necessary help to assure total enjoyment of the Property by all the residents.

A set of Rules and Regulations have been drafted to provide "guidelines" for all residents and to assure everyone the quiet enjoyment of their home.

Common sense and reasonableness are the keys to successful condominium living. The majority of these Rules and Regulations shall be simple reminders of courtesy and consideration for one another.

The Rules and Regulations are not intended to place impossible restrictions on residents, but they do include certain guidelines as well as architectural controls which must be observed for everyone's benefit and quiet enjoyment. Please review this document carefully for complete understanding.

SECTION I
GENERAL REGULATIONS

A. No business activity designed for profit or otherwise shall be permitted on the Property except for the sales activities of Declarant or as allowed in the Declaration.

B. Each Unit Owner and each Occupant shall comply with all applicable laws, ordinances and regulations and shall save the Association and other Unit Owners and Occupants harmless from all fines, penalties, costs, and prosecutions for any violation thereof.

C. No Unit Owner or Occupant shall do anything, either shall fully or negligently, which may become an annoyance or nuisance to the other Unit Owners or Occupants. No Unit Owner or Occupant shall make or permit any disturbing noises to be made on the Property.

D. The agents of the Association and any contractor or workers authorized by the Association or its agents bearing proper identification (if practicable), may enter the Property and Unit(s) at any time for the purpose of correcting any condition which presents a danger of serious loss or damage to the Property or injury or death to any person.

SECTION II
PETS/ANIMALS

A. PETS/ANIMALS RESTRICTIONS

No pet or animal of any kind, except domestic dogs, cats, small fish or birds, may be brought into or kept in or about the Property. No pet or animal can be bred or kept upon the Property for any commercial use.

B. REGULATIONS FOR CATS, BIRDS AND FISH

A Unit Owner may keep a domestic cat, small bird and fish in his/her Unit, subject to the following restrictions:

1. All of the above pets must be kept within the Unit and are not to be allowed on the common areas at any time for any purpose.

2. Any disturbance, such as excessive noise or noxious odor, which is caused by any of these pets shall be cause for an action by the Board to remove the offending pet from the Property.

3. The Board has full and final authority in determining which pets shall be allowed pursuant to this regulation.

C. REGULATIONS FOR DOGS

A Unit Owner may have a domestic dog of a size and nature suitable to Hanley Hedge Townhomes a Residential Condominium living. This allowance is granted by the Board upon registration of the dog with the Association and is subject to the following:

1. Dogs must be on a leash and under control by their owners at all times when outside the Unit.

2. Dog droppings are to be immediately removed from the Property by the dog owner.

3. Dog owners must control their dog's barking in the Unit and on the Property.

4. Dogs are not to be tethered on the Property or be allowed access to the exterior of the Unit when tethered.

5. Dogs are not to be a nuisance or threatening in any way.

6. The Board may designate a walking area for all dogs.

SECTION III
CHILDREN

A. Parents or Guardians are totally responsible for their children's behavior, welfare and safety while in or on the Property.

B. Disturbance arising from children's behavior and use of the Property shall be directed to the Rules and Regulations committee for review, resolution and, if necessary, recommend action to the Board of Directors.

C. Particular note is to be made of a parent's responsibility for children's welfare and safety in relationship to public streets and recreational areas. The Association, its members and Management Agent, if any, are to be held harmless in any action or occurrence involving the Property, public and recreation areas.

SECTION IV
MOTOR VEHICLES. PARKING AND GARAGES

A. No motorized vehicles of any type shall be allowed on the Property, except on designated streets, parking areas, driveways and in garages. Snowmobiles or other motorized vehicles on the Property are prohibited.

B. No Unit Owner or Occupant or guest shall park in such a manner as to impede or prevent ready access to any other Unit Owner's garage.

C. No Unit Owner or Occupant shall cause or permit the blowing of any vehicle horn anywhere on the Property, except as may be necessary for its safe operation.

D. No vehicle shall be left anywhere on the Property in a non-operative condition. All vehicles must have current license tags. No vehicle repairs shall be allowed on the Property, except as may be permitted by the Board of Directors in writing.

E. Land recreational vehicles, trucks and other vehicles rated at more than 3/4 ton shall not be allowed to be parked in areas other than designated parking areas except for short periods of time for loading and unloading. The driveways are designated parking areas. Boats or any recreational equipment of any kind are not allowed to be parked/stored on the common Property at any time except in designated areas.

F. Vehicles are to be moved following a snowfall to allow for snow plowing service. No vehicle can be left for longer than eight (8) hours in one (1) location during snow plowing activities.

G. The Association retains the right to remove by towing any snow or recreational equipment at the Unit Owner's expense to enforce these Rules and Regulations.

H. Each member has total control and use of his or her garage except for the following limitations which are imposed for the safety and welfare of all members:

1. No storage of inflammable fluids or explosive materials or any kind is allowed at any time except in approved containers.

2. Overhead garage doors are to be closed and locked when not in immediate use for safety as well as appearance.

3. Garages are to be used for the purpose of parking the Unit Owner's vehicle.

4. Maintenance and repairs of vehicles may be under taken in the garage if they are not of a potentially dangerous nature and are not a disturbance to neighbors.

SECTION V
DECKS/PATIOS

A. Unit Owners/Occupants have the exclusive right to use the decks/patios attached to their Units, including the placement of portable floor furniture placed inside the boundaries of the walls and railings.

B. Residents are obligated to clean the decks/patio floors and doors.

C. Holiday decorations may be placed on decks thirty (30) days prior to the holiday and are to be removed within fifteen (15) days following the holiday.

D. Planters on decks/patios which are planted with living plants/shrubs are to be maintained by the Unit Owner and plants are to be removed upon loss of the plant.

E. Any additions changes or alterations to the patio or surrounding area is prohibited without specific approval by the Board of Directors. (See Section IX for assistance.)

F. The following are prohibited activities as they relate to the use of the decks/patios.

1. Installation or use of electric lights or antennae of any form;

2. Posting of signs or advertisements;

3. Shaking or hanging of garments, rugs and the like from deck railings;

4. Storage of tires, boxes, bicycles or any items not considered a seasonal accessory or furniture normally used purposes of enjoying a deck/patio; and

5. Wind chimes, bells, or any item which creates a disturbing noise.

G. Barbecue grills or cooking devices of any kind are only permitted in areas and at times when they do not create a safety hazard or annoyance to neighbors. Specifically, such grills or devices shall not be used any closer than eight (8) feet from a Unit.

SECTION VI
COMMON GROUNDS AND LANDSCAPING

A. Trash Removal

No garbage cans, trash containers (except as approved below) or slightly personal property shall be placed anywhere on the Property.

The removal of refuse or litter is the responsibility of the Unit Owner.

B. Damage to Property

Damage to the Property caused by the moving or carrying of articles thereon shall be paid for by the Unit Owner or person in charge of such articles. Damage to the Property of others resulting from misuse of such facilities of any nature or character whatsoever shall be paid for by the Unit Owner or Occupant responsible.

C. Watering of Grounds

Residents are reminded to shut off and drain their water spigots for the winter months.

SECTION VII
MEMBERSHIP AND RENTAL

A. Membership Procedures

1. Any Unit Owner contemplating the sale of his/her Unit shall inform the Secretary of the Board or the Association's designated representative of such intent at the time the Unit is offered for sale.

2. The Association shall provide the Association's documents, Rules and Regulations, a statement of unpaid Association fees or assessments and other appropriate information to the prospective buyer upon request in writing to the Secretary or designee. A reasonable charge shall be made for issuance of such information.

3. Within five (5) days after the purchase of a Unit, the new Unit Owner shall register with the Secretary of the Association or designee in writing of the sale and provide the following:

   A. Residence address and address Unit Owner desires to receive notices;

   B. Business and home telephone numbers;

   C. Name and address of mortgage holder (if any); and

   D. Any other information deemed necessary by the Board which is or may be required (i.e. pet information and leasing information).

B. LEASING REGULATIONS

1. The following Regulations have been adopted by any Unit Owner who leases his/her Unit. These regulations are in addition to Leasing Restrictions outlined in Section 4.4 of the Declaration.

   A. Units must be leased in their entirety.

   B. The Unit Owner must inform the Association by written notice to the Secretary of the Association or designee, whenever he/she leases rents his/her Unit. Information to be supplied to the Board no later than the commencement of the lease must include:

      a. Copy of the rental/lease agreement;

      b. Name of renter and all occupants of the Unit; and

      c. Term of rental agreement.

   C. The Unit Owner must supply a copy of the rental agreement information requested above each time a Unit is leased/rented to a new renter/occupant or whenever the rental period is extended or renewed with an existing renter.

   D. Term of any lease or rental agreement must be for a period of not less than sixty (60) days.

E. It is the Unit Owner's responsibility to handle all maintenance, repair, etc. within and upon the Unit, which is not the responsibility of the Association, and to assure renter's understanding that all matters regarding maintenance, repair, etc. are to be handled with the Unit Owner and not the Association and/or the Association's Management Agent, if any.

F. It is the Unit Owner's responsibility to supply a copy of the Rules and Regulations to the renter and ensure that the renter and occupants comply with all of the Rules and Regulations of the Association.

G. Any violation of the Rules and Regulations, Declaration and/or Bylaws of the Association by a renter/occupant or their guests shall be brought to the attention of the Unit Owner by the Association. Upon notification from the Association, the Unit Owner shall cause the violation to be corrected, the Association enforce the Rules and Regulations in accordance with Article XII herein and any other remedies available to the Board and the Association through the Governing Documents, these Rules and Regulations and the law.

SECTION VIII
ARCHITECTURAL AND EXTERIOR REGULATIONS

A. ARCHITECTURAL CONTROL AND DESIGN REVIEW COMMITTEE AUTHORITY

The Board of Directors has the responsibility and authority to regulate alterations and the architectural integrity of the Property. These controls are defined in Section 3 of the Declaration. Please refer to the Declaration as well as the following when considering any changes:

1. After the completion of construction by the Declarant, no modification, decoration, change or other improvement of any kind shall be commenced, erected or maintained upon the Property or exterior of the buildings without prior written approval by a Design Review Committee composed of persons appointed by the Board of Directors and the Board of Directors.

2. Approval shall not be given until plans and specifications showing the nature, kind materials and location of the same shall have been submitted to the Board of Directors or to the Design Review Committee in sufficient detail to assure its structural and maintenance soundness and its compliance with the architectural scheme and harmony in relation to the surrounding structures and topography of the complex.

3. The Design Review Committee and the Board of Directors shall approve or disapprove the request within forty-five (45) days from receipt of all requested plans and specifications as outlined above by the person

designated by the Association to receive such requests, or in the event of no designation, the President. In the event the Board of Directors fails to approve or disapprove said request in writing within forty-five (45) days after said plans and specifications have been received by the designated representative of the Association, it shall be presumed that the said request has been disapproved.

4. The Board of Directors retains the right to submit any request to the members of the Association at a Special Meeting called in pursuant to the Bylaws. Such meeting shall be called within forty (40) days from receiving the request in accordance with this Article and review period extended until five (5) days following the meeting.

5. Enforcement of these regulations shall be adhered to as defined in Section 3 of the Declaration.

B. DECLARANT'S AUTHORITY

During the time in which the Association has any voting interests held by the Declarant, all decisions of the Design Review Committee may be vetoed by the Declarant. The Declarant must respond to the proposed change within ten (10) days of receipt or waive the right to veto.

C. ARCHITECTURAL REGULATIONS

1. No radio, CB, television or other antennae shall be installed by a Unit Owner or an Occupant anywhere on the exterior of the buildings or Property without approval of the Association. Satellite dishes shall be permitted and the location shall be approved by the Board of Directors.

2. Unit Owners and Occupants shall not place identification or other signs in any place on the Property.

3. No "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising shall be place on any part of the Property by any person other than Declarant, unless specifically approved by the Association.

4. Air conditioning condensers are to be of like size and design. Any varying style of condenser must be approved or be encased in an approved cover.

SECTION IX
COMPLIANCE WITH THE RULES AND REGUALATIONS

Each Unit Owner and Occupant is responsible for full compliance with the Rules and Regulations by all family persons, guests, visitors, lessees, and other person during the time they are upon or using the Property. By acceptance of title to a Unit, or by the occupancy of a Unit, each Unit Owner and Occupant agrees to hold the Association harmless and indemnify it from and against any liabilities, loss or damages incurred by the Association as a result of any violations by the foregoing persons.

SECTON X
APPROVALS AND DISAPPROVAL

Any request as required by these Rules and Regulations is considered denied unless the following have been completed:

1. A written request is received by the Board or its Designee;

2. The Board's approval or disapproval is noted in minutes of a Board of Director's meeting; and

3. Written notification of approval or disapproval is submitted to the requesting member(s) from the Board or its designee.

SECTION XI
COMPLAINT PROCEDURES

Since voluntary compliance with the Association rules is not always obtained, it may be necessary for the Board and standing committees to deal with these situations. The policy outlined below is an attempt to formalize the handling of various complaints addressed to the Association.

Members of the Board and the various Association committees are under no special obligation to enforce regulations or arbitrate disputes between neighbors, except in cases where their authority is required to obtain compliance with Association rules. It is further hoped that the complaintant has first attempted and failed to obtain voluntary compliance without office intervention.

A. Complaints regarding association rules and policies should be forwarded or submitted in person or in writing at a meeting of the Board of Directors or the Association committee responsible for the policy. Questions pertaining to rules or policies established or administered by one of the committees shall be considered by the committee prior to discussion by the Board of Directors. Any complaints which are presented in person to the Board shall be referred to the appropriate committee.

B. Complaints regarding rule violations by Unit Owners must be submitted in writing to the Board of Directors through the Rules and Regulations Committee. The Complainant should have already discussed his complaint with the offending party and must indicate what response he or she received. Anonymous complaints shall not be accepted. Complaints shall be kept confidential by the Rules and Regulations Committee and the Board of Directors as far as practical.

SECTION XII
ENFORCEMENT PROCEDURES

A. Authority to Establish and Assess Fines

1. Any Unit Owner or Occupant who violates these or any future regulations or restrictions shall be required to pay a fine in an amount determined by the Board to be appropriate for the infraction, but not to exceed Two Hundred Dollars ($200.00) for each month per time the violation occurs. In addition, any Unit Owner who violates these regulations shall be subject to all legal remedies available to the Association, its Board of Directors, and all other residents, as provided in the Declaration, in the Bylaws of the Association and by law. Any fine shall be assessed against the Unit and collected in the same manner as the other Association assessments.

2. The Unit Owner shall assume full responsibility for payment of any assessed fines when the fine is a result of action by the Unit Owner's Occupant(s) or lessee.

B. Hearing Procedure

Any violation of any of the Rules following Hearing Procedure:

1. First Complaint. Upon receipt of a written complaint by another Unit Owner or Occupant detailing the complaint and the date and place of its occurrence and upon confirmation of the complaint by the Board or its representative, the offending Unit Owner shall be notified of the next meeting of the Board at which a hearing shall be provided to both parties of the complaint.

2. Hearing. The offending Unit Owner shall be allowed a hearing on the cause of the complaint and be provided an opportunity to be heard by the Board and Regulations shall be subject to the Board. Following the hearing, the Board shall determine appropriate and reasonable action. The Board's decision is final and binding.

In the event the offending Unit Owner does not respond or attend the hearing, the Board shall enforce the Rules and Regulations based on the information available.

3. Second Complaint and Notice of Offense. Upon receipt of a second written complaint for a repeated offense and upon confirmation of the complaint by the Board or its representative, the offending Unit Owner/Occupant shall be notified of the complaint and assessed a fine as deemed appropriate for the offense unless an "Action to Cure" the complaint is shown by a written statement to the Board within a maximum of five (5) days of receipt of the Second Notice of Complaint. The fine shall be assessed to the Unit and collected in the same manner as other Association assessments. The disposition of proceeds resulting from fines shall be in the discretion of the Rules and Regulations Committee.

4. The Board of Directors has the right to enforce the Rules and Regulations in a Court proceeding.

SECTION XIII
BOARD'S AUTHORITY

The Declaration empowers the Association as follows:

1. Authority to Regulate. The Board of Directors has full authority to review these Regulations and change, alter, grant waivers, or delete any portion or section as it sees fit to further the health, welfare and safety of the Unit Owners and Occupants of Hanley Hedge Townhomes a Residential Condominium.

2. Authority to Enforce. Any resident who violates or disregards the decisions and directives of the Board in its enforcement of these Rules and Regulations can be required to pay fine as determined by the Board.

   In addition, any Unit Owner or Occupant who violates the Board of Directors directives and enforcement decisions shall be subject to all legal remedies available to the Association, its Board of Directors, and all other residents, as provided in the Declaration, the Bylaws and by law.

SECTION XIV
NOTICE TO MEMBERS

The Board of Directors shall provide reasonable notice of any changes to these Rules and Regulations to the members of the Association.

THIS INSTRUMENT DRAFTED BY:
Anastasi & Associates, P.A.
6120 Oren Avenue North
Stillwater, MN 55082
(651) 439-2951
NCJ

V 2491 P 502

Declaration

Document Number

Document Title

751562

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

RECEIVED FOR RECORD

01/14/2004 01:30PM

CONDO DECLARATION
EXEMPT #

REC FEE: 89.00
TRANS FEE:
COPY FEE:
CC FEE:
PAGES: 40

Recording Area

Name and Return Address

Rodney Bahr
3363 - Oasis Ave N.
Stillwater, MN 55082

236-1680-05-118

Parcel Identification Number (PIN)

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517.* WRDA 2/96

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DECLARATION FOR

HANLEY HEDGE TOWNHOMES
A
RESIDENTIAL CONDOMINIUM

THIS DECLARATION, is made this 14th day of January, 2004, by Rodney Bahr (hereinafter "Declarant") pursuant to the Condominium Ownership Act, Chapter 703, Wisconsin Statutes ("Act") and laws amendatory thereof and supplemental thereto.

WITNESSETH:

WHEREAS, Declarant is the fee simple owner of certain real estate in the City of Hudson, County of St. Croix, State of Wisconsin, legally described on **Exhibit "A"** annexed hereto and incorporated herein by reference (hereinafter the "Land"), upon which Declarant hereafter intends to construct improvements containing six (6) residential units, and Declarant intends hereby to submit the Land and all improvements now existing or hereafter erected thereon to the Act and to establish it as a residential condominium.

NOW, THEREFORE, Declarant hereby makes the following Declaration as to divisions, covenants, restrictions, limitations and conditions to which the Land and improvements therein may be put, and this Declaration shall constitute covenants running with the Land and shall be binding upon Declarant, its successors and assigns, and all subsequent owners of all or any part of the Land and improvements therein, together with their grantees, lessees, successors, heirs, personal representatives, devisee or assigns.

SECTION I
DEFINITIONS

The words and phrases defined in the Act shall have the meanings ascribed to them in the Act when used herein, unless otherwise defined herein or unless the context clearly indicates otherwise. Also, for the purposes of this Declaration, the following words and phrases shall have the following meanings:

Articles. The Articles of Incorporation of the Association (as hereinafter defined).

Association. Hanley Hedge Townhomes Homeowners Association, Inc., a corporation formed pursuant to Wisconsin Statutes Chapter 181, whose members consist of all Unit Owners, acting in accordance with the Governing Documents (as hereinafter defined).

Board. The Board of Directors of the Association.

Bylaws. The Bylaws of the Association, governing the conduct of the Association.

Common Elements. All portions of the Land and improvements thereon except the Units (as hereinafter defined).

Common Expenses. The expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

Common Expense Liability. The liability for Common Expenses allocated to each Unit pursuant to the Declaration (as hereinafter defined).

Declaration. This instrument, as it may be from time to time amended, by which the Land is submitted to the provisions of the Act.

Facilities. All annunciators, antennae, boxes, brackets, cabinets, cables, coils, computers, conduits, controls, control centers, couplers, devices, ducts, equipment (including, without limitation, mechanical, heating, ventilation, air fixtures, generators, hangars, indicators, junctions, lines, machines, meters, motors, outlets, panels, pipes, pumps, radiators, risers, starters, switches, switchboards, systems, tanks, transformers, valves, wiring and the like designed and installed to provide services from time to time in any part of the Property (as hereinafter defined) and improvements, antennae, circulation, cleaning, communication, cooling, electric, exhaust, heating, mechanical, natural gas, plumbing, radio, recording, sanitary, security, sensing, septic system, steam, telephone, television, transportation, trash removal, utility, ventilation and wells.

First Mortgage. A person or entity owning a mortgage or the vendor's interest in a land contract on any Unit, which mortgage or land contract is first in priority upon foreclosure or cancellation to all other mortgages or land contracts which may affect such Unit.

Governing Documents. This Declaration, the Articles, the Bylaws, the Plat (as hereinafter defined) and any Rules and Regulations of the Association (as hereinafter defined).

Improvements. All permanent buildings, structures, facilities, roads, sidewalks, parking areas, landscaping, signs, and other improvements which now exist or are hereafter constructed, erected, placed or attached to, in and upon the Land.

Land. The real estate described on **Exhibit "A"** submitted by this Declaration to the Act, together with all beneficial rights, easements and appurtenances, and any additional land subsequently added to expand the condominium pursuant to Wisconsin Statutes §703.26.

Limited Common Elements. Those Common Elements described in this Declaration and shown on the Plat which are assigned to, and reserved for, the exclusive use of one (1) of the Units.

Occupant(s). Any person or persons, other than a Unit Owner, in possession of, or residing in, a Unit or any portion thereof.

Person(s). An individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Plat. The Plat of the condominium containing a survey of the Land and the location of the buildings and floor plans for the buildings, which is filed in the Office of the St. Croix County Register of Deeds pursuant to the Act. The Plat is attached hereto as **Exhibit "A"** and incorporated herein by reference. The Plat shall also include any subsequent plat of additional land and buildings added as part of expansion of the condominium pursuant to Wisconsin Statute §703.26.

Property. Collectively the Land, improvements now or hereafter erected on the Land, including the Units and Common Elements and all water, mineral, air, light and other rights, easements and interests whatsoever appurtenant to the land and any subsequent expansions of the condominiums.

Rules and Regulations. Any rules and regulations for the condominium adopted by the Board.

Undivided Interest. A Unit Owner's undivided interest in the Common Elements of the condominium.

Unit(s). That part of the condominium designated for separate ownership and independent use, the boundaries of which are described herein.

Unit Owner(s). The person or persons, whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a Unit, or the vendee's interest in a land contract for such ownership of a Unit.

SECTION 2
ACT REQUIREMENTS

Declarant hereby states the following in fulfillment of the requirements of the Act:

2.1 Name; Address. The Property shall be hereafter known as "Hanley Hedge Townhomes a Residential Condominium" and shall have the following street address:

2210, 2212, 2214A, 2214B, 2214C, 2214D Hanley Road
Hudson, WI 54016

2.2 Legal Description; Intent. The legal description of the Property is set forth on **Exhibit "A"** to this Declaration.

2.3 Whereas Declarant intends hereby to subject the Property, and any subsequent expansions, to the Act and to this Declaration.

2.4 Description of Units. The location and perimeter boundaries of each Unit is as set forth on the Plat attached as **Exhibit "B"**. Each Unit consists of one (1) or more cubicles of air at one (1) or more levels of space within one (1) of the buildings to be erected upon the Land as shown on the Plat. It is the intent of Declarant that the residential buildings to be constructed shall share only walls. No units shall be located above or below other Units. Therefore, the perimeter boundaries of each Unit shall be a vertical plane at the exterior surfaces of each of the most exterior walls, windows, doors and their frames of the residential improvements as hereafter constructed in the Unit; where there is an opening in such improvement with no walls, windows or doors, then the Unit boundary shall be at a vertical plane along an imaginary straight line enclosing such opening or open area of the Unit. The common boundary shall be through the center of the common wall or curtain wall between such Units. The Units shall include all enclosed living areas, the garages, any basements or attics, all facilities which exclusively serve the Unit, and all exterior balconies or patios to be erected in the Units as shown on the Plat. The upper boundary of each Unit shall be a horizontal plane located at the uppermost elevation of the improvement and facilities constructed or placed in the Unit, and the lower boundary shall be a horizontal plane at the lowermost elevation of the improvements (the foundation, footings and facilities) constructed or placed in the Unit.

2.5 Description of Common Elements. The Common Elements constitute all of the Property, except the Units, and include generally the grounds, landscaping, trees, shrubs, driveways, walkways, sidewalks, curbs, outside recreation facilities, and parking areas. The Limited Common Elements shall include those areas as designated on the Plat, and any facilities which exclusively serve fewer than all of the Units.

2.6 Percentage Interest in Common Elements. There is appurtenant to each Unit an undivided percentage ownership interest in the Common Elements as set forth on **Exhibit "B"** attached hereto. Notwithstanding such undivided interest in the Common Elements, Units shall have equal voting power and equal Common Expense Liability, as more fully set forth herein.

2.7 Votes. Each Unit shall have one (1) vote at meetings of the Association to be exercised in accordance with the Bylaws.

2.8 Use. Each building and each of the Units is restricted to residential use as more fully set forth in Section 4. 1 herein, except that the Declarant may use any Unit it owns for a sales office and/or model Unit.

2.9 Agent for Process. The initial resident agent for the condominium and the Association for the purpose of receiving process in cases provided in the Act is:

Rodney Bahr
3363 Oasis Avenue North
Stillwater, MN 55082

From time to time the Board of the Association by resolution duly adopted may appoint and designate successor resident agents for the condominium and the Association and in compliance with the Act and Wisconsin Statutes Chapter 181 and laws amendatory thereof and supplemental thereto.

2.10 Damage or Destruction. In the event of substantial and material damage to or destruction of all or part of the improvements on the Property, the Unit Owners, at a special meeting duly called therefore as soon as practical after the occurrence of such damage or destruction, shall determine whether to rebuild, repair and restore the Improvements, or to sell the Property. Unless seventy-five percent (75%) or more of the Unit Owners, each Unit having one vote, shall vote at such meeting to sell the Property, the Unit Owners shall proceed in accordance with Section 10 herein with respect to rebuilding, repair or restoration.

SECTION 3
CONSTRUCTION OF ALTERATIONS; ARCHITECTURAL CONTROL

3.1 Alterations. There shall be no exterior additions, removals or alterations (including changes in color or appearance) of or to any Unit or other building or Improvement on the Property, no installation of other than the standard type of windows which were part of the original construction, or installation, construction or erection of additional fences, hedges, walls, walkways, or other structures or Improvements (except such as are installed or approved by the Declarant in connection with the initial construction of any Improvements on the Property), unless and until the plans and specifications therefor shall have been submitted to and approved in writing by the Board, as to harmony of the external design and location in relation to surrounding buildings and Improvements on the Property. Such plans and specifications shall show in reasonable detail the nature, kind, shape, height, materials, location and approximate cost of the proposed changes or additions, and shall be submitted to the office of the Association with a written

application in form established from time to time by the Board and with such reasonable review fee as may be determined from time to time by the Board.

3.2 Design Review Committee. From time to time the Board may designate and appoint three Unit Owners to serve as a Design Review Committee for the purpose of conducting an initial review of all applications for alterations and the plans and specifications therefor which have been submitted to the Association, and making a recommendation to the Board as to approval or disapproval thereof. The Board may also retain independent design professionals from time to time to assist the Design Review Committee and the Board in such matters. Any recommendations by the Design Review Committee or any professional advisors shall be merely advisory to the Board which shall make the final decision on all Applications.

3.3 Failure to Act; Enforcement. In the event the Board fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted, such approval shall be deemed to have been given. If no application has been made to the Board, or if such application has been rejected, a suit to enjoin or remove any such unapproved additions or changes may be instituted at any time by the Association or by any Unit Owner, in which suit the Association, or such Unit Owner, shall have the right to collect reasonable attorneys' fees, costs and expenses. Notwithstanding the foregoing, a suit to enjoin or remove such unapproved additions, alterations, or changes may not be commenced if (i) such unapproved additions or changes shall have been completed for a period of more than ninety (90) days, and (ii) thereafter a deed of that Unit to a new Unit Owner is recorded, such additions or changes having been deemed to have been approved by the Board under such circumstances.

3.4 Financial Assurance. The Board shall require that a Unit Owner intending to make significant interior or any exterior changes or additions to a Unit, which have been first approved by the Board, shall furnish the Association with adequate assurances in the form of cash deposit, bond, letter of credit or other reasonable evidence of financing for such proposed work, together with a written agreement of the Unit Owner to indemnify and hold harmless the Association and other Unit Owners from mechanic's liens or other claims arising from such changes, alterations or additions.

3.5 Structural Soundness. Notwithstanding anything herein to the contrary, no interior or exterior improvements, alterations, additions or removals shall be made to a unit which would or might jeopardize or impair the structural soundness, safety, support or facilities, or which are otherwise prohibited by the governing documents or by any applicable governmental law, ordinance or regulation.

3.6 Declarant Approval. Notwithstanding anything herein to the contrary, until such time as the initial construction of Improvements has been completed in all Units, no application for alterations or changes by a Unit Owner other than Declarant

shall be approved or deemed to be approved unless and until the plans and specifications therefor have been submitted to and approved in writing by Declarant.

SECTION 4
COVENANTS AND RESTRICTIONS

Ownership and use of each Unit shall be subject to the following restrictions which shall constitute covenants running with the Land and binding upon Declarant and each Unit Owner and their grantees, lessees, successors, heirs, personal representatives, devisees and assigns and all Occupants:

4.1 Residential Use. Units shall be used and occupied solely as a place of private residence of each Unit Owner, members of their household, household employees, guests and tenants and uses incidental thereto, and shall not be used for commercial, office, retail, professional, hotel, industrial, manufacturing or other non-residential uses. Notwithstanding the foregoing, unobtrusive home occupations shall be permitted subject to the prior approval of the Board may prescribe from time to time.

4.2 Common Elements. Common Elements shall be used solely for the furnishing of services and conveniences for which they are reasonably suited and which are incidental to the use and occupancy of the Units as residences. There shall be no obstruction of the Common Elements and nothing constructed on, altered on or removed from the Common Elements without the prior consent of the Association. No structure of a temporary character, trailer, tent, barn, shack or other building shall be erected, placed or maintained on the Common Elements except as may be done by and pursuant to authority of the Board. The Association may erect and maintain a storage building if desired for the storage of Association maintenance equipment and property and equipment and/or for private storage cubicles for Unit Owners.

4.3 Nuisances. Nuisances shall not be permitted to exist on the Property, and no uses or practices shall be allowed on the Property or any part thereof which interfere with the quiet and peaceful possession and Property use of the normal use of the Common Elements, which unreasonably increase the Common Expenses or which would result in the cancellation of insurance with respect to the condominium or would increase the cost of such insurance.

4.4 Leasing. Units may be leased to other Persons by Unit Owners, but only for terms of not less than sixty (60) days. Leases must be of the entire Unit. All leases shall be in writing and shall expressly provide that they are subject in all respects to all of the provisions of the Governing Documents and the Act, and that any failure of the tenant to comply with any such provision shall be a default under the lease and shall be authority for the Association to declare the lease terminated. Copies of all leases shall be delivered to the Association prior to the commencement of any lease term.

4.5 Pets. No animals, reptiles or birds shall be raised, bred, or kept in any Unit or in the Common Elements, except that dogs, cats and other household pets may be kept in Units, subject to the Rules and Regulations adopted by the Association, provided that they are not kept, boarded, or maintained for any commercial purpose; and provided further that there shall be no pet weighing more than twenty (20) pounds; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon reasonable notice from the Association.

4.6 Rules and Regulations. Additional and supplementary Rules and Regulations concerning the use of the Units and the Common Elements and reasonably relating to the common use and enjoyment thereof may be promulgated and amended from time to time by the Board, provided such Rules and Regulations shall not contravene provisions of the Act, this Declaration or the Bylaws. The Board may assess or levy reasonable fines or other penalties against Unit Owners or Occupants on account of violation of any Rules and Regulations.

4.7 Regulations. All valid governmental laws, ordinances and regulations applicable to the Property shall be observed at all times.

4.8 Complying With Governing Documents. Failure of a Unit Owner to comply with the Governing Documents or the Act shall be grounds for an action to recover sums due for damages, injunctive relief, or both, which may be brought by the Association or any aggrieved Unit Owner against a Unit Owner, or by an aggrieved Unit Owner against the Association.

4.9 Common Expense Liability. No Unit Owner shall be exempt from liability for contribution towards the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by the abandonment of the Unit.

SECTION 5
EASEMENT RIGHTS

5.1 Owner's Easement. Each Unit Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Elements which shall include, without limiting the generality thereof, the right of access by foot or vehicle to and from the Owner's Unit, and over the grounds and walkways for the benefit of the Unit Owner, family members, tenants, guests and invitees, the right to park within areas designated therefor by the Association, if any, the right of lateral support, the right to use party walls adjoining the Unit, and the right to use utility, water and sewer easements which shall be permanent and appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

a. The right of the Association to designate certain outside guest parking spaces, and the right of the Association to establish uniform Rules and

Regulations for the use of the Common Elements, the personal conduct of the Unit Owners and their family members, invitees, tenants and guest and the family members, invitees and guests of any such tenant, thereon;

b. The right of the Association to use all or any part of the Common Elements for the construction, installation, reconstruction, reinstallation, maintenance, repair, alteration and replacement of well, storm or sanitary sewer, septic system, electrical, gas, telephone or other utility lines, pipes and system, which serve the Property.

c. The right of any municipality, public agency, authority or utility pursuant to any dedication or grant existing prior hereto or hereafter made by the Association; and

d. The right of the Association to deed or dedicate easements over the Common Elements to any municipality, public agency, authority or utility for road or utility purposes and subject to such conditions, as may be agreed to by the Board of the Association.

5.2 Encroachment Easement. In the event any portion of the improvements to the Common Elements encroaches upon any Unit, or any Unit encroaches upon the Common Elements as a result of authorized construction, reconstruction or repair, or shifting, settlement or movement of any improvements, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for purposes of marketability of title. In the event improvements are partially or totally destroyed and then rebuilt, the Unit Owner shall permit minor encroachment of parts of the Common Element, and of other Units, due to reconstruction, and valid easements for said encroachments and the maintenance thereof shall exist.

5.3 Declarant's Easement. Declarant shall have and does hereby reserve the right and easement to enter upon and pass through, on and over such Common Elements for the purpose of developing and improving such Common Elements, and for the purpose of marketing and selling Units and constructing Improvements in Units. Declarant shall improve the Common Elements in locations selected by it and pursuant to its plans and specifications with paths, roads, parking areas and landscaping and such other improvements and amenities as Declarant shall determine. The Association shall at all times have responsibility for management and maintenance of the Common Elements except for the rights and easements of Declarant provided herein. The cost of such maintenance shall be a Common Expense.

5.4 Association's Easements. The Association through its agents or employees shall have the right to go upon any Unit during reasonable hours as necessary in

connection with the maintenance or repair of the Common Elements or any improvements thereon or in connection with its maintenance responsibilities set forth in this Declaration and at any time for making emergency repairs therein necessary to prevent damage to any Units or Common Elements.

SECTION 6
Pparty WALLS

6.1 General Rules of Law to Apply. Each wall which was built as a part of the original construction of the Units and placed on the common boundary between two (2) or more Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage for negligence or willful acts or omissions shall apply thereto.

6.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Unit Owners who make use of the wall.

6.3 Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, either Unit Owner may restore it, and the other Unit Owner shall contribute equally to the cost of restoration thereof without prejudice, however, to the right of either Unit Owner to call for a larger contribution from the other Unit Owner under any rule or law regarding liability for negligent or willful acts or omissions.

6.4 Weatherproofing. Notwithstanding any other provision of this Section 6, a Unit Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the entire cost of repair and furnishing the necessary protection against such elements.

6.5 Lien Rights. As soon as any expenses for repair and maintenance of a party wall are known, each Unit Owner agrees to make the necessary payments due as soon as reasonably possible. If a Unit Owner fails to make any payment which is due or is necessary to avoid a payment to any contractor, supplier or creditor from becoming delinquent, then the other Unit Owner shall have the right to make such payment and thereupon such amount shall be deemed to be immediately due and owing from the defaulting Unit Owner together with interest at the judgment rate as that rate is established from time to time. The non-defaulting Unit Owner shall have the right to file a lien upon the defaulting Unit Owner's Unit. To evidence such notice of lien, setting forth the amount due together with interest, which notice shall be filed in the Office of the St. Croix County Register of Deeds. This lien shall be superior to all other liens and encumbrances, except liens for general real estate taxes and assessments, the lien for Common Expenses of the Association and the lien of any First Mortgage. Such lien may be enforced and

foreclosed by an action in the same manner in which mechanic's liens are enforced and foreclosed under the laws of the State of Wisconsin, and in such action the defaulting Unit Owner shall be liable for all costs of such action, including, but not limited to, attorneys' fees.

6.6 Right to Contribution Runs With Land. The right of any Unit Owner to contribution from any other Unit Owner hereunder shall be appurtenant to the Unit and shall pass to each Unit Owner's successors in title.

6.7 Disputes. In the event of any dispute between Unit Owners arising concerning the use, maintenance or repair of a party wall, or under the provisions of this Section 6, such disputes shall be resolved by the Board of Directors of the Association.

SECTION 7
MAINTENANCE AND REPAIR

7.1 General. Each Unit Owner shall be responsible for the necessary maintenance and repair of such Unit and the Limited Common Elements associated with said Unit and shall promptly perform all maintenance and repairs which, if omitted, would adversely affect the Unit, the Common Elements or the other Units. The Association shall be responsible for necessary maintenance and repair of the Common Elements (including Limited Common Elements) and shall promptly perform all maintenance and repairs which, if omitted, would adversely affect any Unit or Limited Common Element. Each Unit Owner shall promptly report to the Association any defect or need for maintenance or repairs as to which the Association is responsible. All maintenance, repairs and replacements of the Units and Common Elements shall conform, to the greatest extent possible, to the original plans and specifications of the Units and Common Elements and as may be shown on the Plat.

7.2 Exterior Maintenance. The Association (subject to the rights of the Unit Owners as set forth in this Declaration) shall be responsible for, and be vested with, the exclusive management and control of the Common Elements and Limited Common Elements and all Improvements thereon and shall keep the same in good, clean, attractive and sanitary condition, order and repair (consistent with its natural character). All sewer laterals are specifically deemed to be part of the Common Elements and Limited Common Elements, the Association shall provide exterior maintenance for each Unit, as follows: paint, stain, repair, replacement, cleaning and care of roofs and all exterior building surfaces, including eaves, siding doors and their frames, window frames, or patios, and exposed chimneys and brick. Unless the Board elects to do so, such exterior maintenance shall not include glass surfaces, screens, and exterior air conditioning unit; however, if Unit Owner, after notice, neglects to replace broken glass in exterior windows or fails to maintain the appearance of an air conditioning unit, the Association may do so, charging the cost thereof to such Unit Owner. At the election of the Board, the Association may undertake to clean exterior glass surfaces. All such painting,

repair and maintenance shall be done as and when, and to the extent that, the Board deems necessary or desirable. The Association shall remove snow from the Common Element driveways, parking areas, and sidewalks but not from decks, patios or balconies.

7.3 Access. Each Unit Owner shall afford to the Association and other Unit Owners and their agents or employees, access through and upon each such Unit if reasonably necessary for the performance of such maintenance and repair of another Unit or the Common Elements. Any damage inflicted upon a Unit or the Common Elements during the course of any such maintenance and repair or exercise of such right of access shall be promptly repaired by the Association or the Unit Owner responsible for such damage.

7.4 Lawns, Planting and Snow Removal Maintenance. The Association shall mow, water, rake, remove snow and maintain, all to the extent the Board deems necessary or desirable, all lawns, exterior plantings, driveways and parking lots. Subject to the prior approval of the Board, Unit Owners and Occupants may establish and maintain tasteful private plantings in suitable portions of the Common Elements and Limited Common Elements within five (5) feet of the perimeter boundaries of their Units; however, the Association shall have no responsibility for the watering, pruning or other care and upkeep of any such private plantings or for any damage which may occur thereto incidental to the Association's mowing, watering, snow removal, care and upkeep of the Common Elements.

SECTION 8
SPECIAL DECLARANT RIGHTS

8.1 Election of Board. Declarant may elect the members of the Board during the Declarant control period:

a. The passage of three (3) years from the date of the first conveyance of a Unit to a Unit Owner other than Declarant; or

b. The passage of thirty (30) days after conveyance of sixty-six percent (66%) of the Common Element interests to Unit Owners other than Declarant; or

c. Filing in the office of the Register of Deeds of a written surrender of control of the Association by Declarant.

Within forty-five (45) days after the happening of the earliest of said events, the Association shall meet and elect a new Board, as provided in the Bylaws, and thereupon all Directors elected by Declarant shall resign from the Board of Directors. Notwithstanding the foregoing, however, (i) immediately prior to the conveyance of twenty-five percent (25%) of the Common Element interests to Unit Owners other than Declarant, one-fourth (1/4) of all the members of the Board shall be elected by Unit Owners other than Declarant, and (ii) immediately prior to the conveyance of fifty percent (50%) of the Common Element interest to Unit Owners other than Declarant, one-third (1/3) of all of the members of the Board shall be elected by Unit Owners other than Declarant.

8.2 Offices. Declarant may maintain sales offices, models and management offices in the condominium and may maintain signs advertising Units in the condominium until all Units therein have been sold. Any Unit owed by Declarant may be used for such purposes from time to time, provided, at any given time, only one (1) Unit may be used as a sales office, only one (1) Unit may be used as a management office, and not more than three (3) Units may be used as models.

8.3 Egress and Ingress. Declarant reserves an easement throughout the Common Elements and Units for the purposes of egress and ingress for completion of such construction work as is necessary to complete the erection and sale of Units, which easement shall terminate upon the sale of the last Unit in the condominium and completion of all construction work thereto; provided, however, Declarant shall be permitted a similar temporary easement as necessary for the performance of any work required by any warranty binding upon Declarant.

SECTION 9
INSURANCE

Commencing not later than the time of the first conveyance of a Unit to a Unit Owner other than Declarant, the Association shall cause to be maintained the following insurance coverage to the extent reasonably available:

9.1 Property Insurance. Property insurance shall be obtained on the Common Elements and Units, exclusive of land, excavations, foundations, and other items normally excluded from property policies, insuring against all risks of direct physical loss. The elements to be insured by the Association include the interior and exterior structural elements of the units including, but not limited to, the following: studs, trusses, structural elements of the floors, sheathing, concrete, sheetrock, wiring within the walls (except fixtures), plumbing (except fixtures), roof sheathing, roofing, heating and cooling mechanical systems, hot water heaters, water softeners and central vacuum (See Section 9.5 for those elements to be insured by Unit Owners). The total amount of insurance (after application of any deductibles) shall not be less than the full insurable replacement cost of the

insured Property as determined annually by the Board. The Board or its authorized agent may enter a Unit at reasonable times upon reasonable notice for the purpose of making appraisals for insurance purposes. Such coverage shall insure the interests of all Unit Owners, the Association and all mortgagees of Units, as their interests may appear. The insurer in such coverage shall waive its right of subrogation against all Unit Owners, members of the household of Unit Owners, tenants, the Association and members of the Board, and shall waive any invalidity or reduction of liability on account of acts or omissions of any mortgagee of a Unit. Such coverage shall also provide for issuance or certificates of insurance to all Unit Owners and mortgagees, and that the coverage may not be canceled except after thirty (30) days' notice to the Association and to each Unit Owner and all other persons to whom certificates of insurance have been issued. Such coverage shall also recognize any applicable insurance trust agreement, and provide that it shall be primary in the event any Unit Owner has other insurance covering the same loss. From time to time the Board shall determine by resolution whether and under what circumstances any deductibles on property insurance shall be the expense of the Unit Owner or a Common Expense.

9.2 General Liability Insurance. Comprehensive general liability insurance in an amount determined by the Board, but not less than One Million Dollars ($1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

9.3 Worker's Compensation; Fidelity. Worker's compensation insurance for Association employees as required by law and fidelity bonds for all officers, directors, employees and agents of the Association and all other persons handling or responsible for funds of the Association.

9.4 Additional Insurance. In addition, the Board shall have authority to and may obtain and maintain in force any additional insurance coverages and endorsements as maybe carried from time to time by prudent owners of first-class residential buildings in the City of Hudson, and the Board shall maintain such additional insurance coverages as may be required by Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing, Administration, Veterans Administration, or any other similar governmental or private agency which now or hereafter is involved in the purchase of or insuring of mortgages upon Units.

9.5 Owners Additional Insurance. A Unit Owner may, and is urged to, obtain additional insurance for such coverages and amounts as such Unit Owner deems necessary or appropriate. For instance, property insurance for personal property and other items kept in a Unit or owned by a Unit Owner which are not covered by Association insurance and personal liability insurance for each Unit Owner. Unit Owners shall be responsible for any insurance on interior doors, trim, wall coverings outside the sheetrock, floor coverings, kitchen cabinets, vanities,

mirrors, lighting fixtures, plumbing fixtures, appliances and all personal property. Provided, however, all such policies maintained by a Unit Owner shall contain waivers of subrogation as to the Association, and further provided that the insurance maintained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

9.6 Insurance Trust Agreement. The Association may enter into an insurance trust agreement wherein the trustee shall have the exclusive authority to negotiate losses under any policy providing the property or liability insurance required hereunder. Each Unit Owner hereby appoints the Association, or any insurance trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining the insurance required hereunder, including, but not limited to, the following: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of liability releases; the execution of all documents; and the performance of all other acts necessary to accomplish said purposes.

9.7 Waiver of Claims. The Association shall make no claim against a Unit Owner, or member of the household of a Unit Owner or tenant, and each Unit Owner or member of the household of a Unit Owner or tenant shall make no claim against the Association, the members of the Board, officers of the Association, or employees or agents of any thereof, or against any managing agent or its officers, employees or agents, or other Unit Owners, members of their household, or their tenants, for any loss or damage to the condominium, or to a Unit or personal property, even if caused by the act or neglect of any one (1) or more of such persons, due to a peril insured against by insurance maintained by the Association, or by any Unit Owner or tenant, to the extent of the insurance proceeds recovered under any or all such policies of insurance, and all such claims, to the extent of such recovery, are hereby waived and released; provided, however, that this waiver shall not apply to vandalism or malicious mischief or other intentional acts.

SECTION 10
DAMAGE, DESTRUCTION, REPAIR, RECONSTRUCTION OF IMPROVEMENTS

10.1 Damage to Common Elements. In the event of damage to all or part of the Common Elements, including Limited Common Elements, the Association shall promptly undertake to repair or reconstruct the same to substantially the same condition they were in prior to such damage, and to complete the same within a reasonable period of time. All costs of repair or reconstruction in excess of available insurance proceeds and any reserves for replacement of such Common Elements shall be a Common Expense.

10.2 Damage to a Unit. In the event of damage to all or part of a Unit, the Unit Owner shall promptly undertake to repair or reconstruct the Unit to substantially the same condition as it was in prior to such damage, subject to the approval of such repair and reconstruction by the Board in accordance with Section 3.1 hereof, such

approval to consist solely of a determination that the plans and specifications for such repair and reconstruction are in substantial compliance with the original construction of the Unit and the Plat. After paying out or setting aside a portion of any available insurance proceeds sufficient for the repair or reconstruction of any damaged Common Elements, the Association shall make available to such Unit Owner any insurance proceeds applicable to such damage together with any reserves for replacement applicable to such Unit for proper disbursement by the Association or its designee as insurance trustee toward the costs and expenses of such repair and reconstruction of the Unit.

10.3 Damage to Unit in Excess of Insurance Proceeds. If the estimated cost of repair or reconstruction of a damaged Unit for those elements required to be insured by the Association under Section 9.1 is in excess of available insurance proceeds and any applicable reserves for replacement, then the excess cost shall be the expense of the Association and such amount shall be deposited by the Unit Owner with the Association or its designee as insurance trustee, or paid directly to the contractor performing such repair and reconstruction prior to any disbursement by the insurance trustee of any funds designated for such work. The Unit Owner shall be responsible for any insurance shortfall on elements required to be insured by the Owners under Section 9.5.

10.4 Partition and Sale of Entire Property. If the entire Property is damaged to an extent more than the available insurance proceeds and reserves for replacement, the condominium shall be subject to an action for partition upon the written consent of Unit Owners having seventy-five (75%) or more of the votes in the Association. In the case of partition and sale hereunder, or sale under Section 2.9 hereinabove, the net proceeds of sale, together with any reserves and other assets of the Association and net proceeds of any insurance shall be considered as one (1) fund and shall be divided among all Unit Owners in proportion to each Unit's percentage interest in the Common Elements, and such proportions shall be distributed in accordance with the priority of interest in each Unit.

SECTION 11
OPERATION OF THE CONDOMINIUM; ASSESSMENTS FOR COMMON EXPENSES

11.1 Budget; Levy. Prior to the conveyance of the first Unit, Declarant shall be responsible for payment of all Common Expenses. Thereafter, the Board, from time to time, and at least annually, shall prepare a budget of Common Expenses among the Units equally, each Unit to be assessed a sixty-six percent (66%) share as its Common Expense Liability, subject however to the provisions of Section 11.2 below. Such Common Expenses shall include all costs and expenses expected to be paid or incurred by the Association on behalf of the condominium and all Unit Owners for operation, insurance, maintenance, upkeep, repairs, and other services and expenses reasonably and customarily provided in residential condominium developments. The levy shall be deemed to occur upon the date of the resolution by which the Board adopts such budget. The Board shall fix the

amount of the annual assessment against each Unit and shall advise each Unit Owner in writing as to the amount of the assessment payable with respect to the Unit a reasonable time prior to the first day of the fiscal year for which the Association is made. In addition, the Association shall furnish copies of each budget on which such Common Expenses and the assessments are based to each Unit Owner and to any First Mortgagee which requests the same. In the event an annual assessment proves to be insufficient, the budget and assessments therefor may be amended, or a special assessment levied, by the Board as provided herein or in the Bylaws and the Act.

Common Expenses associated with the maintenance, repair or replacement of a Limited Common Element shall be levied against the Unit or Units to which that Limited Common Element was assigned at the time the expense was incurred. The Association may levy any Common Expense benefiting less than all Units against the Unit or Units benefited, in which case the expense shall be allocated equally among the Units benefited.

Annual assessments shall include adequate reserve funds (i) payable in regular installments rather than by special assessments, for maintenance, repairs and replacement of those Common Elements and Unit exteriors that must be maintained, repaired and replaced on a periodic basis, and (ii) for working capital to be used to meet any deficiencies from time to time as may result from delinquent payment of assessments and other contingencies.

11.2 Unimproved, Incomplete and Unsold Units. With respect to assessments for Common Expenses on unimproved, incomplete and completed, but unsold Units, notwithstanding anything in this Declaration to the contrary, prior to the sale or leasing of a completed United by the Declarant, the Declarant shall be assessed only the actual costs for each such Unit's costs of maintenance, snow removal, insurance and taxes. Those amounts shall be paid by the Declarant as they come due, rather than as a fixed monthly assessment. The amount due on each Unit shall be determined specifically as to each Unit and its stage of development.

11.3 Payment of Common Expenses. All Unit Owners shall be obligated to pay the Common Expenses assessed and levied upon their Unit by the Board. Unless otherwise determined by the Board, such assessment shall be due in monthly installments in advance on the first day of each month of the year or other period for which the assessments are made, or when designated by the Board in the case of a special assessment. Each Unit Owner at the time an assessment first becomes payable, thereupon and thereafter shall be personally liable to the Association for such Common Expense assessment levied by the Association against such Unit.

11.4 Records. The Board shall cause to be kept at the registered office of the Association, and at such other place as the Board may determine, records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, names of the Unit Owners, and detailed and accurate records, in chronological order, of the receipts and expenditures of the Association. Such records of receipts and expenditures and any vouchers authorizing payments shall be available for examination by the Unit Owners, and

the First Mortgagees of the Units, upon reasonable notice during normal business hours. Separate accounts shall be maintained for each Unit setting forth the amount of the assessments against the Unit, the date when due, amount paid thereon and the balance remaining unpaid.

11.5 Surplus Funds. Any surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves, at the discretion of the Board (i) shall be retained by the Association and allocated to the reserve fund for maintenance, repairs and replacement of Common Elements and Unit exteriors, or (ii) shall be credited to the Unit Owners to reduce their future Common Expense Liability.

11.6 Recordable Statement. The Association shall furnish to a Unit Owner or authorized agent upon written request of the Unit Owner or authorized agent, a recordable statement setting forth the amount of unpaid assessments currently levied against such Unit. The statement shall be furnished within ten (10) business days after receipt of the request and shall be binding on the Association and every Unit Owner.

11.7 Liability of First Mortgagee or Purchaser. If a First Mortgagee of record on a Unit or a purchaser who at mortgage foreclosure obtains title to, or becomes entitled to possession of, the Unit pursuant to the remedies provided in the mortgage or by foreclosure of the mortgage or cancellation of the land contract or by deed or assignment in lieu thereof, such acquirer of title or right of possession, and successors and assigns, shall not be liable for that portion of the unpaid assessments chargeable to such Unit which became first payable prior to the acquisition of title to or right to possession of such Unit by such acquirer. Such unpaid share of Common Expenses or assessments shall be deemed to be a Common Expense collectible thereafter from all of the condominium Unit Owners, including such acquirer, and successors and assigns.

SECTION 12
ASSOCIATION

In accordance with the Act, there has been formed an unincorporated Association for the purpose of and which is hereby constituted as the Association which shall act in accordance with said act, its Articles, this Declaration, and the Bylaws. All Unit Owners upon acquiring an interest in a Unit shall automatically be members of the Association and shall remain a member thereof until such time as such interest in a Unit ceases for any reason, at which time such membership in the Association shall automatically cease. When more than one person holds such an ownership interest in a Unit, all such persons shall be members of the Association, however the vote allocated to each Unit may not be split or otherwise cast separately by the several Unit Owners.

All Agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein and in the Bylaws shall be deemed to be binding upon all Unit Owners, their successors and assigns.

No Unit Owner (other than officers and members of the Board) shall have any authority to act for the Association or the other Unit Owners, as agents or otherwise, nor shall a Unit Owner (in such capacity as a Unit Owner) have any authority to bind the Association or the other Unit Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

SECTION 13
CONVEYANCE OF UNIT; NOTICE

Within five (5) days after any voluntary sale, transfer, conveyance (by deed, land contract or otherwise), mortgage, assignment, pledge or other disposition or encumbrance of a Unit by a Unit Owner, the transferee or mortgagee of such Unit shall deliver written notice to the Association stating the date of such disposition or encumbrance, the name and address of such transferee or mortgagee, and any other information required under the Governing Documents or the Act or which the Board may reasonably request.

SECTION 14
TERMINATION

The condominium may be terminated only by the affirmative vote or agreement of all Unit Owners and First Mortgagees of the Units, except (i) for a termination of the condominium in the event of a taking of all of the Property by eminent domain (or conveyances under threat of eminent domain), or (ii) a determination to sell under Section 2.9 hereof or partition under Section 10.4 hereof. Following any termination of the condominium, the Property shall be deemed to be owned in common by the Unit Owners, in accordance with the percentages of interest in the Common Elements theretofore appurtenant to each Unit.

SECTION 15
EMINENT DOMAIN

In the event of a taking of all the Property by eminent domain (or conveyances under threat of eminent domain), the condominium shall be terminated with all procedures and disposition of proceeds to be governed by the applicable provisions of the Act.

A taking by eminent domain of less than all of the Common Elements shall be governed by the applicable provisions of the Act.

A taking by eminent domain of all of a Unit, or such a substantial part of a Unit as to render reconstruction or restoration as a complete living unit impractical, then such Unit shall be deemed removed from the condominium and that Unit's undivided interest in the Common Elements shall be reapportioned equally among the remaining Units. Otherwise, a Unit remaining after a partial taking of such Unit shall be reconstructed, restored or repaired by its Owner so as to constitute a complete living unit, and the undivided interests in the Common

Elements shall remain unchanged. The disposition of proceeds from the taking of all or a part of a Unit shall be governed by the applicable provisions of the Act.

SECTION 16
COMMON ELEMENTS, NO PARTITION, ENCUMBRANCE OR TRANSFER

There shall be no partition, encumbrance or transfer of the Common Elements or any part thereof by a Unit Owner or the Association either through judicial proceedings or otherwise without the prior written consent of all Unit Owners and their mortgagees, unless this Declaration and the condominium has been terminated and the Property is withdrawn from the terms of the Act and any other statutes applicable to condominium ownership.

SECTION 17
AMENDMENT

Prior to the first conveyance of a Unit to a Unit Owner other than Declarant, this Declaration and the Bylaws shall be recorded. Thereafter, this Declaration and the Bylaws may be amended only in accordance with applicable provisions of the Act, or by the affirmative vote or agreement of Unit Owners to which at least sixty-six percent (66%) of the votes in the Association are allocated, and at least sixty-six (66%) of the First Mortgagees of the Units (each mortgagee having one vote per Unit financed). Notwithstanding the foregoing, the written consent of Declarant shall be required for any amendment of the Declaration or Bylaws prior to (i) the conveyance of the last Unit to a Unit Owner other than Declarant or (ii) the expiration of ten (10) years after the filing of this Declaration, whichever first occurs. Sections 14, 16, 17 and 18 of this Declaration may be amended only with the written consent of all Unit Owners and First Mortgagees of Units.

SECTION 18
RIGHTS OF FIRST MORTGAGEES

Although this Declaration is replete with provisions which meet the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration and the Veterans Administration, Declarant deems it appropriate to place certain of such requirements in this one Section, so as to enable the easier review thereof. The following provisions of this Section 18 shall take precedence over all other provisions of this Declaration and the Bylaws, and in the event of any inconsistency or contradiction, the following provisions shall control:

18.1 Notice. A First Mortgagee of a Unit or its assigns, upon request, will be entitled to written notification from the Association of (i) any default in the payment or performance by the Unit Owner of any obligation under this Declaration or Bylaws which is not cured within sixty (60) days, (ii) any condemnation or casualty loss that affects either a material portion of the Property or the Unit securing its mortgage; (iii) lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of First Mortgagees.

18.2 Right of First Refusal. There is no right of first refusal contained in this Declaration or the Bylaws.

18.3 Liability for Assessments. Any First Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage, or termination of a land contract, or deed (assignment) in lieu of foreclosure or termination, shall not be liable for such Unit's unpaid special assessments which accrue prior to the acquisition of title to such Unit by the mortgagee in the case of a deed, or prior to the expiration of the statutory period of redemption in the case of a mortgage foreclosure or contract termination.

18.4 Association Restrictions. Except as provided by the Act in case of condemnation or substantial loss to the Units and/or Common Elements of the condominium, unless at least sixty-six percent (66%) of the First Mortgagees (based upon one vote for each First Mortgage owned), and Unit Owners (other than the Declarant) of the Units have given their prior written approval, the Association shall not be entitled to:

a. by an act or omission, seek to abandon or terminate the condominium;

b. change the pro rata interest of obligations of any Unit for the purpose of:

(i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation award, or

(ii) determining the pro rata share of ownership of each Unit in the Common Elements.

c. partition or subdivide any Unit;

d. by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the condominium shall not be deemed a transfer within the meaning of this clause);

e. use hazard insurance proceeds for losses to any condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such condominium Property; or

f. terminate professional management and assume self-management of the condominium.

18.5 Rights. First Mortgagees of Units and their successors in interest upon request shall have the right (i) examine the books and records of the Association or the

condominium during normal business hours; (ii) receive the annual financial statement of the condominium within ninety (90) days following the end of any fiscal year of the condominium; and (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

18.6 Assessments. Condominium assessments for Common Expenses shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements and exterior surfaces of Units that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

18.7 Prior Liens. All taxes, assessments and charges which may become liens prior to the First Mortgage under local law shall relate only to the individual Units and not to the condominium as a whole.

18.8 Priority. No provision of this Declaration or of the Bylaws shall be deemed to give a Unit Owner, or any other party, priority over any rights of First Mortgagees of Units, or their successors in interest, pursuant to their mortgages in the case of a distribution to the Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

18.9 Damage or Destruction. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements the First Mortgagees shall be entitled to timely written notice of any such damage or destruction.

18.10 Condemnation; Eminent Domain. If any Unit or portion thereof or the Common Elements or portion there of is made the subject matter of any condemnation or eminent domain proceeding, then the First Mortgagees shall be entitled to timely written notice of any such proceedings.

18.11 Professional Management Services. Any agreement for professional management services between Declarant and the Association, which is entered into during the period of Declarant control of the Association, shall provide for termination by either party, without cause and without payment of a termination fee, upon no more than ninety (90) days written notice given by one of the parties to the other and shall have a term of no more than two (2) years from the date of its execution.

SECTION 19
MISCELLANEOUS

19.1 Notices. Unless specifically provided or permitted otherwise in the Act, all notices required hereunder shall be hand delivered or sent by registered or certified mail. Notices to the Association shall be addressed to and delivered or mailed to "Board of Directors of Hanley Hedge Townhomes Homeowners Association, Inc." at the post office address of the Association or to such other address as the Board may hereafter designate from time to time by written notice.

Notices to a Unit Owner shall be addressed to and delivered or mailed to such Unit Owner's address in the condominium or to such other address as may have been designated by such Unit Owner in writing to the Association. All notices to mortgagees of Units shall be sent by regular first-class United States mail to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when delivered or when deposited in the United States mail, postage paid, except notices of change of address, which shall be deemed to have been given when received.

19.2 Invalidity. The invalidity of any provisions of this Declaration shall not impair or affect in any manner the validity of enforceability of other provisions of this Declaration which can be given effect without the invalid provisions.

19.3 Captions. The captions herein are inserted only for reference, and in no way define, limit or describe the scope of this Declaration, or the meaning of any provision hereof.

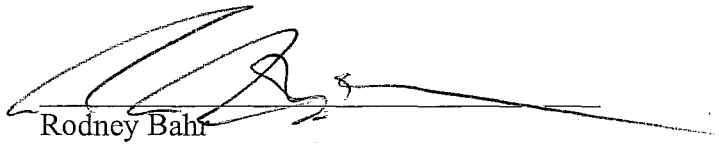
19.4 Gender, Number. The use of any gender in this Declaration shall be deemed to include the masculine, feminine and neuter gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

19.5 Waiver. No restriction, condition, obligation or provision 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 thereof which may occur.

19.6 Conflicts. In the event of any conflict or inconsistency between or among the mandatory provisions of the Act, this Declaration, the Bylaws and any Rules and Regulations adopted by the Association, the mandatory provisions of the Act shall control; as among or between this Declaration, the Bylaws and any Rules and Regulations, this Declaration shall control.

19.7 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the ownership and operation of a cooperative and first-class residential condominium project.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first above written.



Rodney Bahr

STATE OF Minnesota)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 14th day of January, 2004, by Rodney Bahr.

DAWN E. WOLD
Notary Public
Minnesota
My Commission Expires January 31, 2005

Dawn E. Wold
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Anastasi & Associates, P.A.
6120 Oren Avenue North
Stillwater, MN 55082
(651) 439-2951
NCJ

This is the notary page to that certain declaration for Hanley Hedge Townhomes a Residential Condominium, dated January 14, 2004.

EXHIBIT A

LEGAL DESCRIPTION

Real Estate located in St. Croix County, Wisconsin, described as follows:

Lot 1, Certified Survey Map, Volume 9, Page 2472, located in part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 29N, Range 19W, City of Hudson, St. Croix County, Wisconsin.

B 2491 P 528

EXHIBIT B

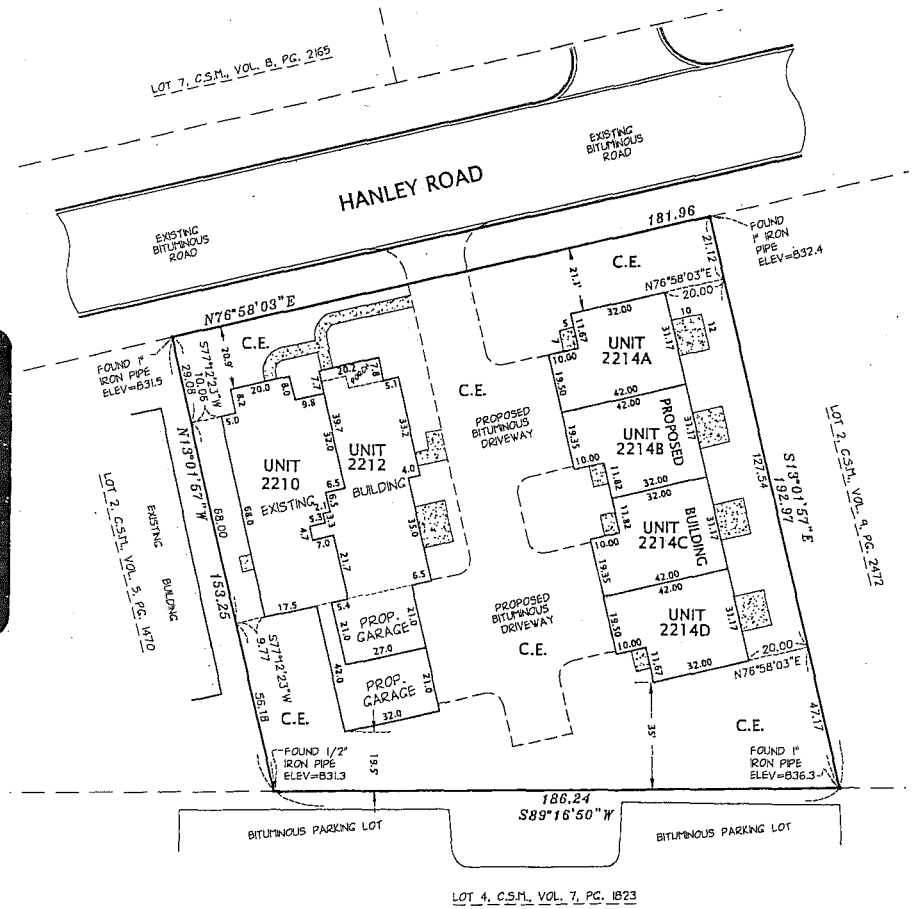
tabbies

CONDOMINIUM PLAT OF

HANLEY HEDGE TOWNHOMES

A RESIDENTIAL CONDOMINIUM

LOCATED IN THE CITY OF HUDSON, WISCONSIN .



SURVEYOR'S CERTIFICATE

I, Daniel L. Thurmes, Registered Wisconsin Land Surveyor, hereby certify: That I have surveyed and mapped HANLEY HEDGE TOWNHOMES, being the following described property:

Lot 1, Certified Survey Map, Volume 9, Page 2472, Located in part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 29N, Range 19W, City of Hudson, St. Croix County, Wisconsin.

That I have made such survey, land division and condominium plat by the direction of Bahr Construction, LLC, a Minnesota Limited Liability Corporation, owners of said land. That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made, and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the Subdivision Regulations of the Hudson, in surveying, dividing and mapping the same, to the best of my professional knowledge, understanding and belief.

Dated this _____ day of _____, 2004

Daniel L. Thurmes, R.L.S. No. 2456-008
Cornerstone Land Surveying, Inc.
1902 South Greeley Street
Suite #3 GWO Building
Stillwater, Minnesota 55082
Tele: 651-275-8969
This Instrument was Drafted by: Daniel L. Thurmes

WISCONSIN DANIEL L. THURMES 2456-008 STILLWATER MN GWO SURVEYOR

NORTH

0 30 60

SCALE: 1 INCH = 30 FEET

NOTES:

1. Units 2210 and Units 2212 are served by public sanitary sewer, watermain and storm sewer systems in place. Units 2214A thru 2214D are to be served by public utilities not yet constructed.
2. The sanitary sewer and watermain services that connect to the buildings are to be Limited Common Elements
3. The driveways, sidewalks and trash enclosure are Common Elements.
4. The concrete patios at the rear of Units 2214A thru D are Limited Common Elements.
5. The building dimensions shown on this plan are to the exterior siding of the wall or to the center of the party wall as located.

• DENOTES FOUND 1 INCH IRON PIPE

BEARINGS ARE REFERENCED TO THE PLAT OF EAST RIVER MEADOWS.

C.E. DENOTES COMMON ELEMENT

1902 South Greeley Street
Suite #3 GWO Building
Stillwater, MN 55082
Phone 651.275.8969
Fax 651.275.8976
dlt-csls@mdeodusa.net

CORNERSTONE
LAND SURVEYING, INC

BYLAWS
OF
HANLEY HEDGE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1
IDENTITY, DEFINITIONS

A. Property. Certain real property situated in the County of St. Croix, State of Wisconsin, and owned by Rodney Bahr ("Declarant") has been submitted to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin States, by a Declaration recorded simultaneously herewith and hereinafter to be done as "Hanley Hedge Townhomes a Residential Condominium".

B. Definitions. In these Bylaws, terms and phrases which are defined in the Declaration and the Act shall have the same meaning as is set forth in the Declaration and the Act, unless the context clearly indicates otherwise.

C. Applicability. The provisions of these Bylaws are applicable to the Property of the condominium and to the use, occupancy, enjoyment and operation thereof.

D. Office. The office of the condominium and of the Board shall be located at:

3363 Oasis Avenue North
Stillwater, MN 55082

ARTICLE 2
MEMBERSHIP

All Unit Owners of one or more Units in the condominium (including the Declarant as to any Units not covered by it) shall be members of the Association.

ARTICLE 3
BOARD OF DIRECTORS

A. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors. Except as provided in Article 3 (B) of these Bylaws, the Board shall be composed of three (3) persons elected by the Unit Owners at the annual meeting, all of whom shall be Unit Owners, mortgagees of Units, or, in the case of ownership or mortgage interest of a Unit by a partnership, shall be members or employees of such partnership, or, in the case of ownership or mortgage interest of a Unit by a corporation, shall be officers, stockholders or employees of such corporation, or, in the case of ownership or mortgage interest of a Unit by a fiduciary, shall be the fiduciaries or officers or employees of such fiduciary; provided, however, at all times at least two (2) of the members of the

Board shall be Unit Owners (or the individual nominees of any Unit Owners which are not individuals).

B. Declarant Control. Declarant may elect the members of the Board during the Declarant control period.

(i) The passage of three (3) years from the date of the first conveyance of a Unit to a Unit Owner other than Declarant; or

(ii) The passage of thirty (30) days after conveyance of sixty-six percent (66%) of Common Element interests to Unit Owners other than Declarant; or

(iii) Filing of written surrender of control of the Association by Declarant.

Within forty-five (45) days after the occurrence of the earliest of said events, all Directors elected by Declarant shall resign from the Board. Notwithstanding the foregoing, however, prior to the conveyance of fifty percent (50%) of the Common Element interests to Unit Owners other than Declarant, thirty three percent (33%) of all of the members of the Board shall be elected by Unit Owners other than Declarant.

C. Powers and Duties. The Board shall have the powers and shall diligently exercise the duties necessary for the prudent administration of the affairs of the Association and may do all such acts and things except as by law or by the Declaration or by these Bylaws may not be delegated to the Board by the Unit Owners. Such powers and duties of the Board shall include, but shall not be limited to, the following:

(1) Adopt and amend Rules and Regulations, provided, however, so long as Declarant shall own one (1) or more Units, Rules and Regulations may be adopted or amended only with the prior consent of Declarant;

(2) Adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments for Common Expenses from Unit Owners;

(3) Hire and terminate a managing agent and other employees, agents and independent contractors;

(4) Institute, defend, or intervene in litigation or administrative proceedings on behalf of the Association or two (2) or more Unit Owners on matters affecting the condominium;

(5) Regulate and provide for the use, maintenance, repair, replacement, modification and protection of Common Elements and exteriors of Units;

(6) Cause improvements to be made as a part of the Common Elements;

(7) Open bank accounts on behalf of the Association and designate the signatories required thereof;

(8) Impose reasonable charges, including reasonable costs and attorneys' fees, for the evaluation, preparation and recordation of amendments to the Declaration, certificates required by the Act, statements of unpaid assessments and applications to the Design Review Committee;

(9) Provide for and maintain directors' and officers' liability insurance, if required;

(10) Impose charges for late payment of assessments and, after reasonable notice and an opportunity to be heard, levy reasonable fines and penalties upon Unit Owners and Occupants for violations of the Declaration, Bylaws and Rules and Regulations of the Association;

(11) Purchase, lease or otherwise acquire in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their Unit Owners to the Association;

(12) Purchase Units at foreclosure or other judicial sales in the name of the Association, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(13) Sell, lease, mortgage or otherwise deal with Units acquired by, and sublease Units leased by, the Association or its designee, corporate or otherwise, on behalf of all Unit Owners;

(14) Organize corporations to act as designee of the Association in acquiring title to, or leasing of, Units on behalf of all Unit Owners;

(15) Obtain insurance for the property;

(16) Prepare and distribute the annual report to the Unit Owners;

(17) Grant easements through or over the Common Elements;

(18) Grant or withhold approval of any action by a Unit Owner or Occupant which would change the external appearance of a Unit or any other portion of the Property, and designate a Design Review Committee to carry out this function from time to time;

(19) Pay Common Expenses of the condominium; and

(20) Exercise any other powers conferred from time to time by state law, the Declaration or these Bylaws.

D. Election and Term of Office. At the first annual meeting of the Association following the expiration of Declarant control of the Board as set forth in Article 3 (B) of these Bylaws, the term of office of all officers and Directors of the Association shall terminate and an election of Directors shall take place. The initial term of office of one (1) elected Directors shall be fixed at three (3) years, the initial term of office of one (1) elected Director shall be fixed at two (2) years, and the remaining Director shall serve an initial term of one (1) year. Prior to such first annual meeting, the Board shall determine the manner in which the one (1), two (2) and three (3) year terms shall be assigned to the three (3) newly elected Directors and the manner in which the Board members shall be elected (voting procedure). At the expiration of the said initial terms of office of each respective member of the Board, a successor shall be elected to serve for a term of three (3) years. The members of the Board shall hold office until their respective successors shall have been elected by the Unit Owners at an annual meeting of the Unit Owners.

E. Removal of Directors. At any annual or special meeting of Unit Owners, any one (1) or more of the members of the Board (except those elected by Declarant) may be removed with or without cause by a majority vote of the Unit Owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

F. Vacancies. Vacancies in the Board caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by the remaining members of the Board at a special meeting of the Board held for that purpose with due notice promptly after the occurrence of any such vacancy, and each person so elected shall be a member of the Board for the remainder of the term of the member so vacating and until a successor shall be elected at an annual meeting of the Unit Owners.

G. Organizational Meeting. An organizational meeting of the members of Board shall be held promptly following the meeting of the members of the first annual meeting of the Unit Owners and promptly following each annual meeting thereafter, and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such a meeting, provided a majority of the entire Board shall be present thereat.

H. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least one (1) such meeting shall be held during each fiscal year promptly following the annual meeting of the Unit Owners.

I. Special Meetings. Special meetings of the Board may be called by the President or Secretary on three (3) business days' written notice to each member of the

Board, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board also shall be called by the President or Secretary in like manner and on like notice upon the written request of any member of the Board.

J. Waiver of Notice. Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting of the Board shall constitute a waiver of notice by him or her of the time and place thereof. If all members of the Board are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting, subject however to the provisions of Article 3 (K) of these Bylaws.

K. Notice to Declarant. Notwithstanding anything herein to the contrary, so long as the Declarant shall own one (1) or more Units, Declarant shall receive notice of all meetings of the Board, and Declarant or its representative shall be entitled to attend and reasonably to be heard at all meetings of the Board.

L. Quorum. At all meetings of the Board, a majority (i.e. two (2)) of the members thereof shall constitute a quorum for the transaction of business, and the vote of a majority of the members of the Board shall constitute the decision or action of the Board.

M. Fidelity Bonds. The Board may obtain adequate fidelity bonds for all officers and employees of the Association handling or responsible for Association funds. The premiums on such bonds shall constitute a Common Expense.

N. Compensation. Members of the Board may receive reasonable compensation from the Association for acting as such, provided such amounts are specifically set forth in each annual budget and annual report to the Unit Owners.

O. Liability of Directors and Officers. The members of the Board and officers of the Association shall not be liable to the Unit Owners for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless each of the members of the Board and Officers against all contractual liability to others arising out of contracts made by the Board or Officers on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration, these Bylaws, the Act or a valid resolution of the Board. No member of the Board or Officers shall have any personal liability with respect to any contract made by the Board or Officers on behalf of the Association.

P. Executive Committee. There may be an Executive Committee consisting of two (2) persons who are Officers or Directors of the Association and which shall be from time to time designated by the Board. To the extent determined by the Board, the Executive Committee has the authority of the Board in the management of the business of the Association, provided, however, the Executive

Committee must act unanimously. The Executive Committee shall act only in the interval between meetings of the Board and at all times shall be subject to the control and direction of the Board.

Q. Standing Committee. There shall be two (2) standing committees of the Board: Rules and Regulations Committee and Design Review Committee.

ARTICLE 4
UNIT OWNERS' MEETING AND VOTING

A. Annual Meeting. The Unit Owners shall meet at least once each year within ninety (90) days after the close of the Association's fiscal year ("Annual Meeting(s)"). The Annual Meeting of the Unit Owners shall be held at the office of the Association, or such other location as the Board shall reasonably determine. At the first Annual Meeting of the Unit Owners following the expiration of Declarant control as set forth in Article 3 (B) of these Bylaws, the Unit Owners shall elect three (3) members of the Board for terms to expire with the second, third and fourth Annual Meetings of the Unit Owners, in accordance with Article 3 (D) of these Bylaws. At each Annual Meeting thereafter, the Unit Owners shall elect a Director to fill the term then expiring. The Unit Owners may transact such other business at such meetings as may properly come before them.

B. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board or upon a petition signed and presented to the Secretary by Unit Owners having, in the aggregate, twenty-five percent (25%) or more of the total votes in the Association. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice.

C. Notice of Meetings. It shall be the duty of the Secretary to give, by delivery or by regular first class mail (by United States mail postage prepaid), written notice of each annual or special meeting of the Unit Owners, at least twenty-one (21) days in advance of each annual meeting and at least seven (7) days in advance of any special meeting, stating the purpose thereof, the time and place and a complete agenda of the meeting, to each Unit Owner of record, at the address of their respective Units and to such other addresses as any Unit Owner shall have designated by notice in writing to the Secretary. Such notice shall be effective upon such delivery or upon such deposit in the mail.

D. Order of Business. The order of business at all annual meetings of the Unit Owners may be as follows subject to the determination of the Board:

(1) Roll call;
(2) Proof of notice of meeting;
(3) Reading of minutes of preceding meeting;

(4) Reports of officers;
(5) Report of Board of Directors;
(6) Reports of any committees;
(7) Election of members of the Board of Directors;
(8) Unfinished business; and
(9) New business.

E. Voting and Proxies. The Unit Owner of each Unit (including Declarant), or some person designated by such Unit Owner to act as proxy on such Unit Owner's behalf (who need not be a Unit Owner), shall be entitled to cast the vote allocated to such Unit in the Declaration, at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary and shall be revocable at any time by written notice to the Secretary by the Unit Owner so designating. The vote allocated to a Unit shall not be split or otherwise cast separately by the several Unit Owners of a Unit. The vote for a Unit which has several Unit Owners shall be cast by the individual named in a certificate signed by all the Unit Owners of the Unit and filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. Any dispute between or among several Unit Owners of a Unit regarding the execution of said certificate or who is the individual to cast the vote allocated to the Unit shall be decided by the Board. No vote in the Association shall be deemed to inure to any Unit (i) during the time when the Unit Owner is the Association or its designee, or (ii) during such time as the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the meeting, or (iii) during such time as a Unit Owner has failed to furnish to the Association his or her name and current mailing address for the Roster of Unit Owners as required by the Act.

F. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Unit Owners having, in the aggregate, fifty percent (50%) or more of the total votes entitled to be cast at the meeting shall constitute a quorum at all meetings of Unit Owners. The vote of a majority of the total votes of all Unit Owners present in person or by proxy and voting any meeting of the Unit Owners at which a quorum shall be present, shall be binding upon all Unit Owners for all purposes except where in the Declaration or these Bylaws or by law, a higher percentage vote is required.

G. Annual Report. An annual report of the Association shall be made in writing to the Unit Owners of each Unit, containing at a minimum, the following:

(1) A statement of any capital expenditures in excess of two percent (2%) of the current budget or One Thousand Dollars ($1,000.00) whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years;

(2) A statement of the status and amount of the reserve or replacement fund and any portion of the fund designated for any specified project by the Board;

(3) A copy of a statement of financial condition for the Association for the previous fiscal year;

(4) A statement of the status of any pending suits or judgments to which the Association is a party;

(5) A statement of the insurance coverage provided by the Association;

(6) A statement of any unpaid assessments by the Association on individual Units identifying the Unit number and the amount of the unpaid assessment; and

(7) The amounts of any compensation to be paid to Directors and officers.

ARTICLE 5
OFFICERS

A. Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint such other officers as in its judgment may be necessary. The President, but no other officers, must be a member of the Board. One person may hold more than one (1) office, except the office of President and Vice President may not be held by the same person.

B. Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

C. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his or her successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

D. President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Unit Owners and the Board. The President shall have all of the general powers and duties which are incident to the office of President of a corporation organized under Wisconsin Statutes Chapter 181, including, but not limited to, the power to appoint persons to committees from among the Unit Owners from time to time as in the President's discretion is appropriate to assist in the conduct of the affairs of the Association.

E. Vice President. The Vice President shall, in the absence of the President, preside at meetings of the Unit Owners and the Board, shall perform such other duties as

the Board may direct, and shall, in general, perform all of the duties incident to the office of Vice President of a corporation organized under Wisconsin Statutes Chapter 181.

F. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners and the Board, shall count the votes at meetings of Unit Owners, shall maintain the Unit Owner roster, shall have charge of such books and papers as the Board may direct, and shall, in general, perform all the duties incident to the office of Secretary of a corporation organized under Wisconsin Statutes Chapter 181.

G. Treasurer. The Treasurer shall have custody of all funds, property and securities of the Association subject to such regulations as may be imposed by the Board, and shall, in general, perform all the duties incident to the office of Treasurer of a corporation organized under Wisconsin Statutes Chapter 181.

H. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks, mortgages, and other instruments of the Association shall be executed by any two (2) officers of the Association or by such other person or persons as may be designated by the Board.

I. Compensation of Officers. Officers may receive reasonable compensation from the Association for acting as such, provided such amounts are specifically set forth in each annual budget and annual report to the Unit Owners.

ARTICLE 6
OPERATION OF THE CONDOMINIUM

A. Budget; Levy. The Board shall from time to time, and at least annually, prepare a budget of Common Expenses for the Association and assess and levy such Common Expenses among the Units according to their respective Common Expense Liability allocated among the Units by the Declaration, subject to the provisions of Section 11.2 of the Declaration. The levy shall be deemed to occur upon the date of the resolution by which the Board adopts such budget. The Board shall fix the amount of the annual assessment against each Unit and shall promptly advise each Unit Owner in writing as to the amount of the assessment payable with respect to the Unit. In addition, the Association shall furnish copies of each budget on which such Common Expenses and the assessments are based to each Unit Owner and to any holder of a first mortgage on a Unit which requests the same. In the event an annual assessment proves to be insufficient, the budget and assessments therefore may be amended, or a special assessment levied, by the Board.

B. Payment of Common Expenses. All Unit Owners shall be obligated to pay the Common Expenses assessed and levied upon their Unit by the Board pursuant to this Article. Unless otherwise determined by the Board, such assessment shall be

due in monthly installments in advance on the first day of each month of the year or other period for which the assessments are made, or when designated by the Board in the case of a special assessment.

C. Liability for Assessments. A Unit Owner shall be liable for all assessments, or installments thereof, coming due while owning a Unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the Common Expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment for any Common Element or by abandonment of the Unit for which the assessments are made.

D. Assessments Constitute Liens. All assessments, until paid, together with interest on them and actual costs of collection, constitute a lien on the Units on which they are assessed, if a statement of lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two (2) year period it is filed. A statement of condominium lien is filed in the land records of the Clerk of Court of St. Croix County, Wisconsin, stating the description of the Unit, the name of the record owner, the amount due and the period for which the assessment was due. The statement of condominium lien shall be signed and verified by any officer of the Association and then may be filed. On full payment of the assessment for which the lien is claimed, the Unit Owner shall be entitled to a fileable satisfaction of the lien.

E. Statement. Any grantee of a Unit is entitled to a statement from the Association or the Board setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the Unit conveyed be subject to a lien which is not filed under subarticle D above for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association or Board does not provide such a statement within ten (10) business days after the grantee's request, it shall be barred from claiming under any lien which is not filed under subarticle D above prior to the request for the statement against the grantee.

F. Priority of Lien. Any sums assessed by the Association but unpaid for the share of the Common Expenses chargeable to any Unit constitutes a lien on the Unit and on the undivided interest in the Common Elements appurtenant thereto prior to all other liens except:

(a) Liens of general and special taxes;

(b) All sums unpaid on a first mortgage recorded prior to the making of the assessment;

(c) Mechanic's liens filed prior to the making of the assessment;

(d) All sums unpaid on any mortgage loan made under §45.80 of the Wisconsin Statutes.

G. Default in Payment of Common Expenses. In the event a Unit Owner does not make payment on or before the date when any assessment or installment thereof is due, the Board may assess, and such Unit Owner shall be obligated to pay, a reasonable administrative charge for each such unpaid assessment or installment thereof, and interest at the highest rate allowed by law on such assessment or installment thereof from the date due, together with all expenses, including reasonable attorneys' fees incurred by the Board in any proceeding brought to collect any such unpaid assessment. In the event of a default of more than thirty (30) days in payment of any assessment or installment thereof, the Board may accelerate the remaining installments of the assessment upon notice thereof to the Unit Owner, and thereupon the entire unpaid balance of the assessment with all accrued interest shall become due and payable upon the date stated in the notice. The Board shall have the right and duty to attempt to recover all assessments for Common Expenses, together with interest and the expenses of the proceeding, including reasonable attorneys' fees, in any action to recover the same brought against a Unit Owner or by foreclosure of the lien upon the Unit.

H. Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner, and subject to the same requirements, as a foreclosure of mortgages on real property under the laws of the State of Wisconsin. The Association may recover costs and actual attorneys' fees. The Association may bid on the Unit at foreclosure sale and acquire, hold, lease, mortgage and convey the Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. Suit for any deficiency following foreclosure may be maintained in the same proceeding. No action may be brought to foreclose the lien unless brought within three (3) years following the recording of the statement of condominium lien. No action may be brought to foreclose the lien except after ten (10) days' prior written notice to the Unit Owner given by registered mail, return receipt requested, to the address of the Unit Owner shown on the Roster of Unit Owners.

I. Records. The Board shall cause to be kept at the registered office of the Association, and at such other place as the Board may determine, records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Unit Owners, Roster of the Unit Owners and detailed and accurate records, in chronological order, of the receipts and expenditures of the Association. Such records of receipts and expenditures and any vouchers authorizing payments shall be available for examination by the Unit Owners, and the First Mortgagees of the Units, upon reasonable notice during normal business hours. Separate accounts shall be maintained for each Unit setting forth the amount of the assessments against the Unit, the date when due, amount paid thereon and the balance remaining unpaid.

J. Enforcement of Obligations. All Unit Owners, household members, tenants and guests are obligated and bound to observe the applicable provisions of the Declaration, the Act, the Rules and Regulations and these Bylaws. Failure to comply with the aforementioned documents shall give rise to fines, penalties and a cause of action by the Association or any Unit Owner for the recovery of damages, injunctive relief or any or all of the above.

ARTICLE 7
MISCELLANEOUS

A. Notices. Unless specifically provided or permitted otherwise in the Act, the Declaration or these Bylaws, all notices required hereunder shall be delivered or sent by registered or certified mail. Notices to the Association shall be addressed to and delivered or mailed to "Board of Directors of Hanley Hedge Townhomes Homeowners Association, Inc." at the post office address of the Association or to such other address as the Board may hereafter designate from time to time by written notice. Notices to a Unit Owner shall be addressed to and delivered or mailed to such Owner's address in the condominium or to such other address as may have been designated by such Owner in writing to the Association. All notices to mortgagees of Units shall be sent by regular first class United States mail to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when delivered or when deposited in the United States mail, postage paid, except notices of changes of address, which shall be deemed to have been given when received.

B. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability of other parts of these Bylaws which can be given effect without the invalid part.

C. Captions. The captions herein are inserted only for reference and in no way define, limit or describe the scope of these Bylaws, or the meaning of any provisions hereof.

D. Gender. The use of any gender in these Bylaws shall be deemed to include the masculine, feminine and neuter gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

E. Waiver. No restriction, condition, obligation or provision contained in these Bylaws 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 thereof which may occur.

F. Conflicts. In the event of any conflict or inconsistency between or among the mandatory provisions of the Act, the Declaration, these Bylaws and any Rules and

Regulations adopted by the Association, the mandatory provisions of the Act shall control; as among or between the Declaration, these Bylaws and any Rules and Regulations, the Declaration shall control; and as between the Bylaws and any Rules and Regulations, these Bylaws shall control.

G. Fiscal Year. The fiscal year of the Association shall be as determined from time to time by the Board.

H. Seal. The Association shall not have a corporate seal.

ARTICLE 8
AMENDMENTS

These Bylaws may be amended only by the affirmative vote or consent of the Unit Owners holding sixty-six percent (66%) or more of the votes in the Association.

The foregoing Bylaws of Hanley Hedge Townhomes Homeowners Association, Inc., were adopted by action of its Board on the 14th day of January, 2004.

Attest: RODNEY BAHR

THIS DOCUMENT DRAFTED BY:
ANASTASI & ASSOCIATES, P.A.
6120 Oren Avenue North
Stillwater, MN 55082
(651) 439-2951
NCJ

8003916
Tx:4003121

AMENDMENT TO DECLARATION FOR HANLEY HEDGE TOWNHOMES A RESIDENTIAL CONDOMINIUM

Document Number

Document Name

920263
BETH PABST
REGISTER OF DEEDS
ST. CROIX CO., WI
RECEIVED FOR RECORD
08/05/2010 4:29 PM
EXEMPT #: N/A
REC FEE: 30.00
PAGES: 3

Recording Area

Name and Return Address
Robert A. Wertheimer
PO Box 417
Hudson, WI 54016

236-1680-05-118
Parcel Identification Number (PIN)

This Amendment to the Declaration for Hanley Hedge Townhomes a Residential Condominium made this 4 day of August, 2010, by Hanley Hedge Townhomes Homeowners Association, Inc (the "Association").

RECITALS

WHEREAS, a condominium declaration entitled "Declaration for Hanley Hedge Townhomes a Residential Condominium"(the "Declaration") was recorded on January 14, 2004, at Volume 2491 of Records, Pages 502-528, as Document No. 751562, Register of Deeds for St. Croix County, Wisconsin;

WHEREAS, Section 17 of the Declaration provides that the Declaration may be amended by the affirmative vote or agreement of Unit Owners to which at least sixty-six percent (66%) of the votes in the Association are allocated, and at least sixty-six percent (66%) of the First Mortgagees of the Units (each mortgagee having one vote per unit financed). The Unit Owners, the First Mortgagees of the Units and The Association desire to amend the Declaration. The Association certifies that this Amendment to the Declaration has been approved as required by Section 17 of the Declaration, and that the Unit Owners and the First Mortgagees of the Units have voted in favor of and consented to this Amendment to the Declaration.

AMENDMENT

NOW THEREFORE, the Declaration is amended as follows:

1. Section 9.1 of the Declaration is amended to read as follows:

9.1 **Property Insurance.** Property Insurance shall be obtained on the Common Elements and Units, exclusive of land, excavations, foundations, and other items normally excluded from property policies, insuring against all risks of direct physical loss. The insurance shall be in the form of All-In Building Coverage. The elements to be insured by the Association include the interior and exterior structural elements and fixtures of the units including, but not limited to, the following: studs, trusses, structural elements of the floors, sheathing, concrete, Sheetrock, wiring within the walls, plumbing, roof sheathing, roofing, heating and cooling mechanical systems, hot water heaters; water softeners and central vacuum (See Section 9.5 for those elements to be insured by Unit owners). The total amount of insurance (after application of any deductibles) shall not be less than the full insurable replacement cost of the insured Property as determined annually by the Board. The Board or its authorized agent may enter a Unit at reasonable times upon reasonable notice for the purpose of making appraisals for insurance purposes. Such coverage shall insure the interests of all Unit Owners, the Association and all mortgagees of Units, as their interests may appear. The insurer in such coverage shall waive its right of subrogation against all Unit Owners, members of the household of Unit Owners, tenants, the Association and members of the Board, and shall waive any invalidity or reduction of liability on account of acts or omissions of any mortgagee of a Unit. Such coverage shall also provide for issuance or certificates of insurance to all Unit Owners and mortgagees, and that the coverage may not be canceled except after thirty (30) days notice to the Association and to each Unit Owner and all other persons to whom certificates of insurance have been issued. Such coverage shall also recognize any applicable insurance trust agreement, and provide that it shall be primary in the event any Unit Owner has other insurance covering the same loss. From time to time the Board shall determine by resolution whether and under what circumstances any deductibles on property insurance shall be the expense of the Unit Owner or a Common Expense.

2. Section 9.5 of the Declaration is amended to read as follows:

9.5 Owners Additional Insurance. A Unit Owner may, and is urged to, obtain additional insurance for such coverages and amounts as such Unit Owner deems necessary or appropriate. For instance, property insurance for personal property and other items kept in a Unit or owned by a Unit Owner which are not covered by Association insurance and personal liability insurance for each Unit Owner. Unit Owners shall be responsible for any insurance on wall coverings outside the Sheetrock, floor coverings, vanities, mirrors, appliances and all personal property. Provided, however, all such policies maintained by a Unit Owner shall contain waivers of subrogation as to the Association, and further provided that the insurance maintained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner.

3. Except as expressly amended by this Amendment, the Declaration shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and the Declaration, this Amendment shall control.

Dated 8/4/10.

HANLEY HEDGE TOWNHOMES HOMEOWNERS ASSOCIATION, INC,
a Wisconsin nonstock Corporation

By: _____
Its: President Bryan Kennetz

By: _____
Its: Secretary Elizabeth Kinney

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
St Croix **COUNTY**)

Personally came before me on 4 day Aug 2010
the above-named Bryan Kennetz &
Elizabeth Kinney
to me known to be the persons who executed the
foregoing instrument and acknowledged the same.

HOLLY JOHNSON NOTARY PUBLIC STATE OF WISCONSIN

_____
Holly Johnson
Notary Public, State of Wisconsin
My Commission expires: 5/20/12

This document was drafted by:
Attorney Robert A. Wertheimer
Wertheimer Law Offices, SC
PO Box 417
Hudson, WI 54016
715.381.1273

EXHIBIT A

LEGAL DESCRIPTION

Real Estate located in St. Croix County, Wisconsin, described as follows:

Lot 1, Certified Survey Map, Volume 9, Page 2472, located in part of the Northwest Quarter of the Southeast Quarter of Section 31, Township 29N, Range 19W, City of Hudson, St. Croix County, Wisconsin.