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AMENDMENT AND RESTATEMENT TO DECLARATION OF CONDOMINIUM FOR HANLEY GREEN CONDOMINIUMS

Return to:

Ryan C. Cari
Heywood, Cari & Anderson, S.C.
816 Dominion Drive, Suite 100
Hudson, WI 54016

SEE EXHIBIT A
Parcel Numbers

RECITALS

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

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

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

WHEREAS, on the 31st day of July, 2003, a Third Amended Declaration was executed and recorded on August 5, 2003 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 733806 in Volume 2347, page 317; and

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

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

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

WHEREAS, on the 8th day of August, 2023, a Sixth Amended Declaration was executed and recorded on August 9, 2023 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 1169827; and

WHEREAS, on the 9th day of September, 2025, an Amendment and Restatement to the Declaration of Condominium was executed and recorded on December 30, 2025 in the office of the Register of Deeds for St. Croix County, Wisconsin as Document No. 1202098.

WHEREAS, the Unit Owners (defined below), by and through the Hanley Green Condominium Owners Association, Inc. (herein the "Association"), have resolved that said Original Declaration, as Amended and Restated as set forth above, shall be amended and restated in its entirety as follows:

AMENDMENT AND RESTATEMENT TO DECLARATION OF CONDOMINIUM

THIS AMENDMENT AND RESTATEMENT TO DECLARATION OF CONDOMINIUM (this "Declaration"), is made this 20th day of April, 2026, by the Association.

ARTICLE I

DECLARATION

The Land (as defined in Section 2.02) which comprises the Condominium is owned by 38 Unit Owners and through official meetings conducted by the Association, has approved of the amendment and restatement of the Declaration of Condominium. The Unit Owners collectively own the Land, together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declare that the Property is and shall continue to be submitted to the condominium form of ownership as provided in Wis. Stat. ch. 703 (the "Condominium Ownership Act").

ARTICLE II

NAME; DESCRIPTION OF PROPERTY

2.01. Name. The name of the condominium created by this Declaration (the "Condominium") is **Hanley Green Condominiums**.

2.02. Legal Description. The land comprising the Property (the "Land") is located in the City of Hudson, County of St. Croix, State of Wisconsin, and is legally described on **EXHIBIT A** attached hereto and made a part hereof.

2.03. Address. The Registered Agent and office address for the Association is: Jean Conners, 744 Ryan Dr., STE 103, Hudson, WI 54016.

ARTICLE III

DESCRIPTION OF UNITS

3.01. Identification of Units. The Condominium shall consist of 38 units (individually a "Unit" and collectively the "Units") as identified within the Original Declaration, as amended, and is further identified by the condominium plat attached hereto as **EXHIBIT B** and made a part hereof (the "Condominium Plat"), together with the Common Elements and Limited Common Elements as described in Article IV and depicted on the Condominium Plat and labeled as "C.E." and "L.C.E", respectively, whether constructed or not yet constructed. The Condominium Plat further depicts the layout, boundaries, and dimensions of each Unit (sometimes hereinafter referred to as the "Building" or collectively the "Buildings"). The Units shall be identified as 1-38, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

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

(a) Upper Boundary. The upper boundary of the Unit shall be the exterior surface of the roof above the highest level of the Building, extended to an intersection with the perimetrical boundaries.

(b) Lower Boundary. The lower boundary of the Unit shall be the lower surface of the footings, poured slab, or other foundation material of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(c) Perimetrical Boundary. The perimetrical boundaries of the Unit shall be vertical planes of the outside surface of the exterior walls extending to intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above is included as part of each defined Unit.

3.03. Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in Section 3.02:

(a) Interior lights and light fixtures.

(b) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(c) Telephone, fax, cable television, computer, internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(d) Plumbing fixtures, hot water heaters, appliances, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving the Unit.

(e) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces and all other exhaust fans, and such other vents appurtenant to each Unit, and condensers and all connections thereto serving each Unit.

(f) Any and all interior or exterior improvements or components of a Unit (whether structural or otherwise) including without limitation all walls, roofs, siding, foundations, windows, doors, plumbing, electrical, mechanical, and public or private utility lines that serve a particular Unit.

(g) All modifications, alterations and maintenance of the Units are governed and controlled pursuant to the provisions of Section 7.03 and Section 8 below.

ARTICLE IV

COMMON ELEMENTS

4.01. Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

(a) The Land, excluding that on which the Units are situated;

(b) The paved driveway, private streets, and pedestrian walkways, if any, situated on the Land;

(c) Any other portion of the improvements to the Land that is not part of a Unit as described above;

(d) Mailbox island or pedestal; and

(e) All other areas identified and/or labeled as "C.E." on the Condominium Plat.

4.02. Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.02 and 3.03 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days after the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.02, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

ARTICLE V

PERCENTAGE INTERESTS; VOTING

5.01. Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be $1/38^{th}$.

5.02. Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest in the Common Elements, those Limited Common Elements appurtenant to that Unit, and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.03. Voting. Each Unit shall have one (1) vote. The Unit Owner(s) shall be permitted to cast its corresponding number of votes appurtenant to such Unit at meetings of the Association (as defined in Article VII).

5.04. Multiple Owners. If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the

secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote pertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association before casting such vote. If any Unit Owner is so designated, then except as provided in this Declaration, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

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

ARTICLE VI

RIGHT TO EXPAND

6.01. Expansion. The Original Declaration, as amended, permitted expansion and an expansion of the Condominium occurred as set-forth therein. No further expansion of the Condominium shall be permitted.

ARTICLE VII

CONDOMINIUM ASSOCIATION

7.01. General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as **"Hanley Green Condominium Owners Association, Inc."** (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonprofit corporation under the laws of the State of Wisconsin.

The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), Wis. Stat. ch. 703 (the "Condominium Ownership Act"), this Declaration, and Wis. Stat. ch. 181 (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and the Bylaws. The Association shall have the

exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

7.02. Board of Directors. The affairs of the Association shall be governed by a Board of Directors. The number of Directors, term of office, and other matters relating thereto shall be established pursuant to the Bylaws of the Association.

7.03. Maintenance and Repairs.

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except as specifically allocated to the Unit Owners elsewhere in this Declaration) and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for snow plowing all sidewalks, driveways, private streets, and parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements, specifically excluding any maintenance, repair or replacement of the Units as defined in Section 3.03(g) above. The Association shall further be responsible for the maintenance, repair and replacement as may be required concerning the provision of water, sewer, gas, and electric facilities to the extent those facilities are located outside the boundary of any Unit. Except as specifically assigned to Unit Owners in paragraph 7.03(b) below, the Association shall be further responsible for the maintenance, repair, and replacement of roofing, siding, exterior walls, trusses, beams, supports, foundations, and all other exterior or structural components of a Unit.

(b) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed comprising a Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.01. In addition, each Unit Owner shall be responsible for the maintenance, repair, and replacement of all doors, windows, and decks appurtenant to each such Unit, together with any such utility services located within the Unit boundaries. Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt

of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.07.

(c) **Damage Caused by Unit Owners.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

7.04. Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements, Limited Common Elements, and other areas described in Section 4.01 and 4.02, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages. All Common Expenses shall be paid by a Unit Owner in proportion to their Percentage Interest as that term is defined in Section 5.01 herein.

7.05. General Assessments. The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interest. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act.

Notwithstanding the foregoing, Units not yet sold or conveyed by Declarant shall not be subject to General Assessments. If, however, during the period of Declarant control the General Assessments against any Unit not owned by Declarant would exceed the amount set forth in the budget per Unit (excluding any portion of General Assessments to fund reserves), Declarant shall either (a) record a document to cause its Units to be subject to General Assessments, or (b) pay to the Association the amount necessary to cause the General Assessments against the Units not owned by Declarant to be reduced to the amount set forth in the budget per Unit (excluding any portion of General Assessments used to fund reserves). Furthermore, if the Association has established a statutory reserve account, (a) no reserve fund assessments shall be levied against any

Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit owned by Declarant may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

7.06. Special Assessments. The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.05 and Section 11.05; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.04 and Article XIV, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

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

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

7.09. Management Services. The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-service basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Wis. Stat. § 703.35.

ARTICLE VIII

ALTERATIONS AND USE RESTRICTIONS

8.01. Unit Alterations.

A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium and do not impair any easement. Furthermore, a Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

8.02. Separation, Merger, and Boundary Relocation.

Boundaries between Units may be relocated upon compliance with Wis. Stat. § 703.13(6) and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Wis. Stat. § 703.13(7) and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Wis. Stat. § 703.13(8) and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected.

Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and preparing any documentation, whether or not the application is ultimately approved. When any boundary relocation, Unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

(a) In the case of a boundary relocation, the Percentage Interests, and votes in the Association, formerly appurtenant to the Units whose boundaries are being adjusted, shall be reallocated by the written agreement of the Unit Owners of the affected Units, and such reallocation shall be specified in the amendment referred to in Section 8.02(d), below.

(b) In the case of a Unit separation, the Percentage Interests, and votes in the Association, formerly appurtenant to the original Unit, shall be reallocated by the Unit Owner between the resulting Units, and such reallocation shall be specified in the amendment referred to in Section 8.02(d), below.

(c) In the case of the merger of two or more Units, the Percentage Interests and votes in the Association, appurtenant to the resulting Unit, shall be the combined Percentage Interests and votes of the Units from which the resulting Unit was created.

(d) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.03. Use and Restrictions on Use of Units. All units are to be used for single family residential purposes and for no other purpose. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. Provided that the foregoing provisions are complied with, a Unit Owner is not prohibited from the following:

(i) maintaining his or her personal professional library in his or her Unit;

(ii) keeping his or her personal business or professional records or accounts in his or her Unit;

(iii) handling his or her personal or business records or accounts in his or her Unit; or

(iv) handling his or her personal business or professional telephone calls, video conferencing, or correspondence from his or her Unit which does not interfere with the quiet enjoyment of neighboring Unit Owners.

Nothing in this Section 8.03 shall authorize the maintaining of an office at which customers or clients customarily visit and the same is prohibited.

8.04. Leasing of Units. At no time shall more than 20% of the Units be rented, leased, or otherwise occupied by non-owners. Any Unit Owner desirous of renting or leasing a Unit to a non-owner shall be obligated to confirm that the rental of his or her unit will not violate this or any other provision of this Declaration. Any lease entered into in violation of this provision shall be null and void. No short-term leasing or rental of the Units shall be permitted at any time. Short term leasing or rental shall be defined as any lease or rental term which is less than thirty (30) days. This express provision shall also prohibit any day-to-day rental of any kind. The

advertisement on any short-term rental website such as VRBO.com or Airbnb.com for short-term rentals is strictly prohibited. Leasing of Units shall not be permitted unless the Unit Owner complies with all of the following:

(a) The lease must be in writing and for a period of no less than thirty (30) days;

(b) Name and relationship (if any) of the proposed tenant to the Unit Owner must be disclosed in writing to the Association;

(c) A copy of the (proposed) written lease agreement shall be submitted to the Association;

(d) Appropriate background checks are conducted on any tenant; and

(e) The Lease shall include all of the following language:

(i) a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same;

(ii) the Unit owner shall be responsible for enforcement of all parking restrictions and compliance with the parking garage rules and regulations; and

(iii) any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

The Association may notify the Unit Owner of any violation of the above and the same shall be remedied within ten (10) days of said notice by the Unit owner. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association.

8.05. Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.01. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.06. Signs. No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, Declarant. Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units. Notwithstanding the foregoing, the occupant of the Units shall be permitted in install signage on the Building provided the same complies with all state laws and local ordinances.

8.07. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.08. Storage. No outdoor storage of any kind shall be permitted. No vehicles shall be parked in any location other than areas designated for parking.

8.09. Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

8.10. Smoking. There shall be no use of any tobacco products of any kind including cigarettes, cigars, e-cigarettes, vape pens, smokeless tobacco or any other kind of tobacco product in any interior or exterior portion of any Unit or the Common Areas. Additional restrictions on smoking may be set-forth within the applicable Rules and Regulations.

ARTICLE IX

INSURANCE

9.01. Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided.

The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article X.

9.02. Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.03. Fidelity Insurance. Subsequent to the sale by Declarant of a Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.04. Directors' and Officers' Insurance. Subsequent to the conveyance of title by Declarant to a Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least $1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

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

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

ARTICLE X

RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.01. Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.01.

(a) **Damage Less Than Five Percent of Replacement Cost.** If the cost to repair or reconstruct the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) **Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) **Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days after the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the

circumstances described in this Section 10.01(c) shall be deemed to be consent to subject the Condominium to an action for partition.

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

10.03. Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.01), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

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

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

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

10.07. Partition and Sale Upon Consent. If following damage or destruction described in Section 10.01(c), the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for St. Croix County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association

as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

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

ARTICLE XI

CONDEMNATION

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

(a) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein and for consequential damages to the Unit or improvements located therein.

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.02 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements is taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.02, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

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

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

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

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

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

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

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

ARTICLE XII

MORTGAGEES

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

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) Any default under, any failure to comply with, or any violation of any of the provisions of this Declaration, the Articles, or the Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

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

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

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

ARTICLE XIII

AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least sixty percent (60%) of the total voting interests held by all Unit Owners in the Association. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article VI, the consent in writing of Declarant, its successors, or assigns shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for St. Croix County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association.

Until the initial conveyance of all Units, this Declaration may be amended by Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article VI.

ARTICLE XIV

REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover

damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the City of Hudson or the County of St. Croix to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association. If the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article VII), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (a) the date of the Association's denial of such petition, or (b) the passage of the aforementioned thirty (30)-day period for consideration of the petition by the Association.

The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorney fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, second, to the owners of the Units damaged by the violation pro rata. Furthermore, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article VII. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

ARTICLE XV

GENERAL

15.01. Utility Easements. Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors the rights to grant to the City of Hudson and County of ___ St. Croix and to any public or semi-public utility companies, easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, stormwater drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as

possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

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

15.03. Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.06. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents, and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

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

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

15.06. Resident Agent. The name and address of the resident agent under Wis. Stat. § 703.23 is Ryan C. Cari, 816 Dominion Drive, Suite 100, Hudson, WI 54016. The resident agent may be changed by the Association in any manner permitted by law.

15.07. Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant" as granted by this Declaration may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that

such other party also assumes the obligations imposed on declarants by Wis. Stat. ch. 703. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

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

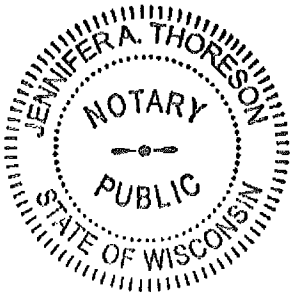
15.09. Disclosure Regarding Warranties. Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Wis. Stat. § 706.10(7), which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Wis. Stat. § 895.07(8).

IN WITNESS WHEREOF, Declarant has caused this instrument to be signed this day 20th of April, 2026.

Name: Joanie Davenport
Title: President

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

Personally came before me this 20th day of April, 2026, Joanie Davenport, executed the foregoing instrument and acknowledged the same.



Name: Jennifer A. Thoreson
Notary Public, State of Wisconsin
My Commission: expires 11/10/2028

This document drafted by
and should be returned to:

Ryan C. Cari
Heywood, Cari, & Anderson, S.C.
816 Dominion Drive, Suite 100
Hudson, WI 54016

EXHIBIT A
Legal Description

HANLEY GREEN CONDOMINIUM

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

A) The undivided percentage interest in all common elements as specified for such unit in the aforementioned Declaration; and

B) The right to use the areas and/or facilities, if any, specified in the aforementioned Declaration as limited Common Elements for such unit.

Parcel Identification Numbers:

236-1975-07-001
236-1975-07-002
236-1975-07-003
236-1975-07-004
236-1975-07-005
236-1975-07-006
236-1975-07-007
236-1975-07-008
236-1975-07-009
236-1975-07-010
236-1975-07-011
236-1975-07-012
236-1975-07-013
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236-1975-07-026
236-1975-07-027
236-1975-07-028
236-1975-07-029
236-1975-07-030
236-1975-07-031
236-1975-07-032
236-1975-07-033
236-1975-07-034
236-1975-07-035
236-1975-07-036
236-1975-07-037
236-1975-07-038

Condominium Unit Addresses (for information purposes only):

2400 Foxglove Cir., Hudson, WI 54016
2401 Foxglove Cir., Hudson, WI 54016

2402 Foxglove Cir., Hudson, WI 54016
2403 Foxglove Cir., Hudson, WI 54016
2404 Foxglove Cir., Hudson, WI 54016
2405 Foxglove Cir., Hudson, WI 54016
2407 Foxglove Cir., Hudson, WI 54016
2409 Foxglove Cir., Hudson, WI 54016
2411 Foxglove Cir., Hudson, WI 54016
2413 Foxglove Cir., Hudson, WI 54016
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2445 Foxglove Cir., Hudson, WI 54016
2446 Foxglove Cir., Hudson, WI 54016
2447 Foxglove Cir., Hudson, WI 54016

EXHIBIT B
Condominium Plat
(See attached)

Exhibit B "ORIGINAL"

Doc# 727349

HANLEY GREEN CONDOMINIUMS (Addendum No. 1)

(A RESIDENTIAL CONDOMINIUM)

REGISTER'S OFFICE
ST. CROIX CO., WIS.
Received for Record this 6th day of June A.D., 2003 at 9:11 o'clock A.M. Recorded in Volume 1 of Condominium Plats on Page 87
Rec'd Fee $1.00
Register of Deeds

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

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

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

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

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

LEGEND

(C3) denotes curve number

● denotes 1" inside diameter iron pipe found

○ denotes 1.38" outside diameter iron pipe 18" long weighing 1.13 pounds per lineal foot

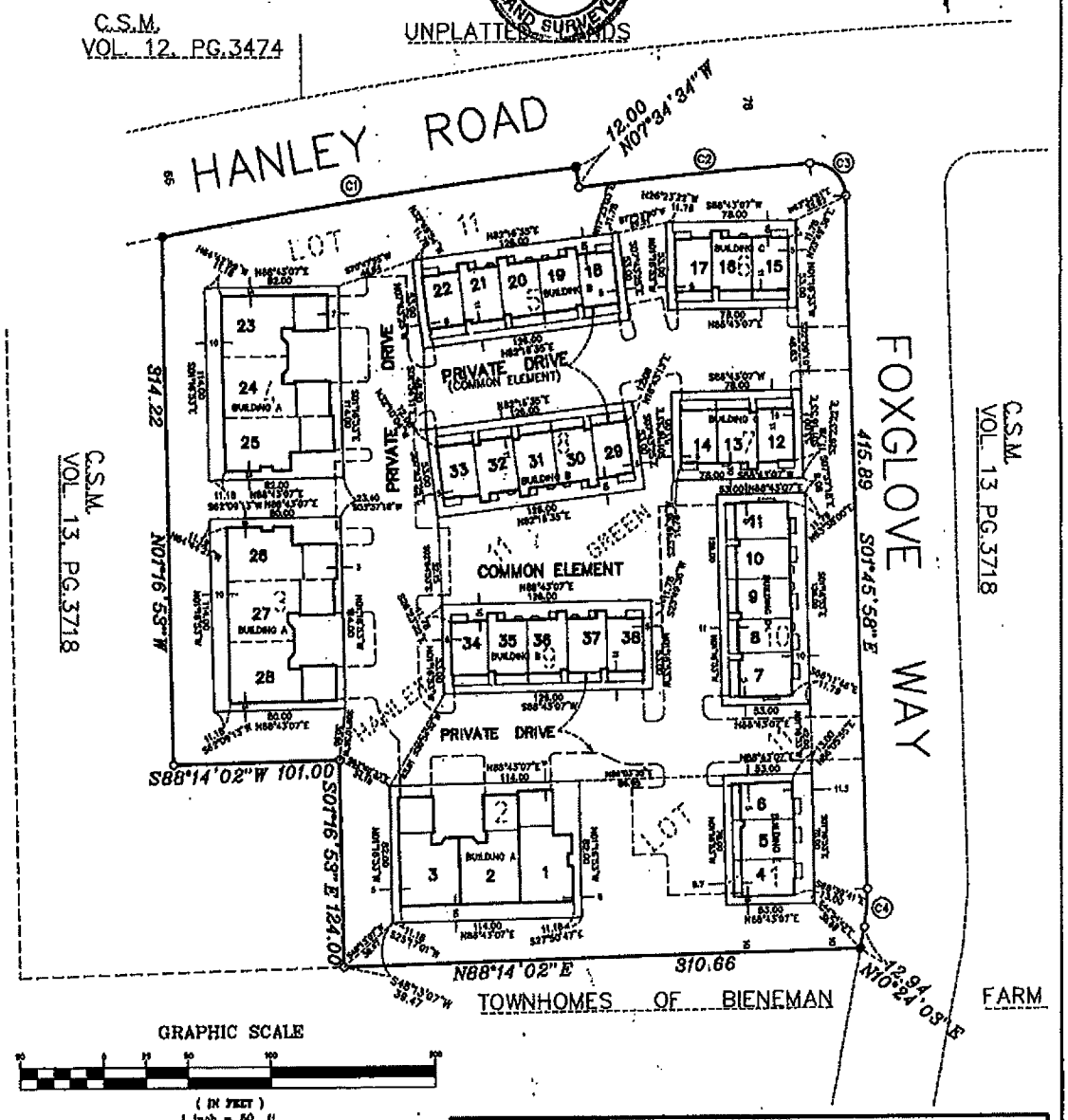
——— denotes Boundaries of Building Pod Envelope

——— denotes Boundaries of Limited Common Elements for the private use of each unit

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

Ernest G. Rud, Reg. No. 2088 — June 2 2003 Date

WISCONSIN ERNEST G. RUD 2088 EAU CLAIRE, WI LAND SURVEYOR



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

CURVE TABLE

CURVE DESCRIPTION	CURVE NUMBER	CURVE RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING IN	TANGENT BEARING OUT
RW	C1	3106.08	254.32	254.23	N80°20'13"E	4°41'26"	S77°59'30"E	N82°40'57"E
RW	C2	3064.08	139.48	139.15	N83°59'21"E	2°36'50"	N82°41'00"W	N85°17'54"E
RW	C3	20.00	32.46	29.01	S40°43'00"E	92°58'04"	S03°15'58"W	S89°43'06"E
RW	C4	104.31	73.91	72.37	N24°19'22.5"E	40°36'01"	N01°46'38"E	N42°41'59"E

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

SHEET 1 OF 2 SHEETS

"ORIGINAL"

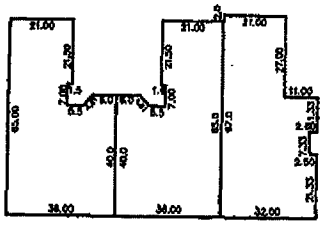
HANLEY GREEN CONDOMINIUMS (Addendum No. 1)

(A RESIDENTIAL CONDOMINIUM)

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

BUILDING A
1"=30'

BUILDING FOUNDATION PLAN AND FIRST LEVEL PLAN

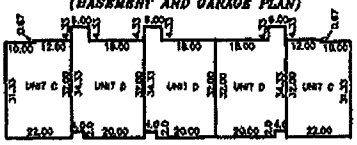


NOTE:
DIMENSIONS SHOWN ARE FROM ARCHITECT PLANS BY CUNDY, SANTINE AND ASSOCIATES DATED OCTOBER 10, 2002

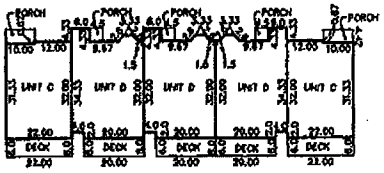
FOR ALL BUILDINGS:
DIMENSIONS SHOWN TO THE COMMON WALLS BETWEEN UNITS ARE DIMENSIONED TO THE CENTER OF WALL. ALL OTHER DIMENSIONS ARE TO EXTERIOR OF WALL.

BUILDING B
1"=30'

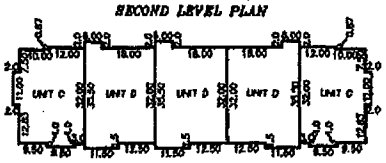
BUILDING FOUNDATION PLAN (BASEMENT AND GARAGE PLAN)



FIRST LEVEL PLAN

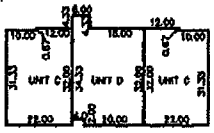


SECOND LEVEL PLAN

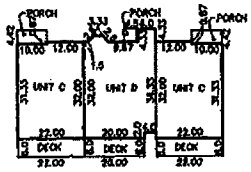


BUILDING C
1"=30'

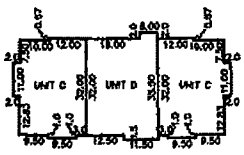
BUILDING FOUNDATION PLAN (BASEMENT AND GARAGE PLAN)



FIRST LEVEL PLAN

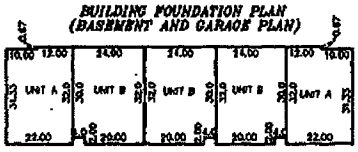


SECOND LEVEL PLAN

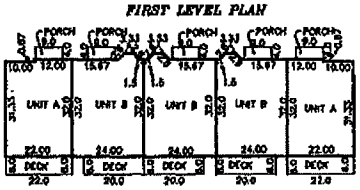


BUILDING D
1"=30'

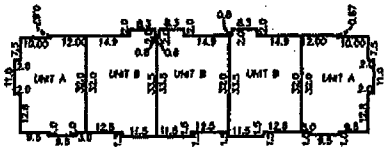
BUILDING FOUNDATION PLAN (BASEMENT AND GARAGE PLAN)



FIRST LEVEL PLAN

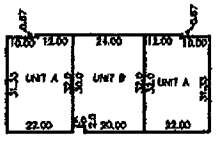


SECOND LEVEL PLAN

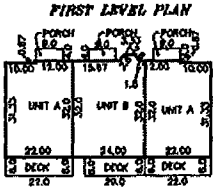


BUILDING E
1"=30'

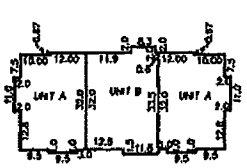
BUILDING FOUNDATION PLAN (BASEMENT AND GARAGE PLAN)



FIRST LEVEL PLAN



SECOND LEVEL PLAN



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SHEET 2 OF 2 SHEETS