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HERITAGE GREENS OF HUDSON

MASTER DECLARATION

OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

**HERITAGE GREENS OF HUDSON MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

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**MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

HERITAGE GREENS OF HUDSON

This Master Declaration of Covenants, Conditions, Restrictions and Easements (the "Master Declaration"), is made and executed this 10th day of February, 2004, by BrightKEYS Development Corporation, a Minnesota corporation (the "Master Developer").

WITNESSETH

WHEREAS, the Master Developer and it's successors and assigns who have executed consents attached hereto are the owners of certain real property located in St Croix County, Wisconsin, legally described in Exhibit A attached hereto, and desire to submit said real property and all improvements thereon (collectively the "Property") to this Declaration; and

WHEREAS, the Master Developer, or it's written designee, may at it's option add the real property legally described in Exhibit C attached hereto (the "Additional Property") to the Property; and

WHEREAS, the Master Developer intends to establish a general plan and uniform scheme of development and improvement for the Property, including any Additional Property added to the Property, as a single-family residential development containing both single-family detached and single-family attached Dwellings; and

WHEREAS, the Master Developer has established the Master Association, as defined in this Master Declaration, for the purposes described in this Master Declaration; and

WHEREAS, the Master Association exercises powers for the benefit of unit owners of units within the Property that are not part of a condominium and may if Additional Property is added to the Property exercise powers for the benefit of unit owners of one or more condominiums under Wisconsin Statutes Section 703.155; and

WHEREAS, if Additional Property is added to the Property as a condominium and the Master Association exercises powers for the benefit of unit owners of one or more condominiums, the Master Association will be a "master association" under the Wisconsin Condominium Ownership Act, Wisconsin Statutes Chapter 703; and

WHEREAS, the Master Developer desires to provide for the administration of certain services for the Property; the enforcement of the covenants, conditions and restrictions contained in this Master Declaration; and the preservation of the value, amenities and architectural character of the Property; and to this end wishes to subject the Property (and any Additional Property added to and made a part of the Property after the date hereof) to this Master Declaration.

THEREFORE, the Master Developer makes this Master Declaration and the Master Developer and its successors and assigns who have executed the consents attached hereto subject the Property to this Master Declaration, declaring (i) that this Master Declaration shall constitute covenants to run with the Property and (ii) that the Property shall be owned, encumbered, used, operated, occupied and conveyed subject to the covenants, conditions, restrictions, easements, charges and liens described in this Master Declaration, all of which shall be binding upon all Persons having or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns.

SECTION 1

DEFINITIONS

The definitions in this Master Declaration are for reference only, and shall not affect any apparently similar or related definitions contained in any governmental law, ordinance or regulation. The following terms, as used in this Master Declaration, shall have the following meanings:

1.1 **"Accessory Residential Space"** means a separate living space within or outside a Dwelling, located within a Unit having a Dwelling, that is permitted by the City and Neighborhood Governing Documents, meets the requirements established by the City, the Neighborhood Governing Documents and the A.R.C., and is approved by the A.R.C. as provided in Section 8 herein.

1.2 **"Act"** means Wisconsin Statutes Chapter 703, the Condominium Ownership Act.

1.3 **"Additional Property"** means the real property described in Exhibit C attached hereto, and all improvements located thereon, now or in the future, which Additional Property the Master Developer has the unilateral right to add to the Property.

1.4 **"Architectural Review Committee"** or **"ARC"** means that committee of the Master Association which makes determinations concerning architectural standards for, and reviews, approves or disapproves, proposed alterations to the Property as provided in Section 8.2.

- 1.5 "Articles of Incorporation" means the Articles of Incorporation of the Master Association as they may exist from time to time.
- 1.6 "Condominium" shall have the meaning provided in the Act.
- 1.7 "City" means the City of Hudson, Wisconsin
- 1.8 "Dwelling" means all or part of a building consisting of one or more floors, designed and intended for occupancy as a single family residence, and constituting or located within a Unit. Dwellings may be attached or detached structures. The Dwelling includes any garage attached to the residence.
- 1.9 "Improvement" means any physical improvement of any kind, including without limitation any building, wall, fence, sign, enclosure, screening, utilities system, communications system, irrigation or drainage system, pond, roadway, trail, planting, landscaping, or any other type of structure or physical improvement, and any additions or changes thereto, located on the Property.
- 1.10 "Master Annual Assessment" means a Master Assessment levied annually under Section 6.2 of this Master Declaration.
- 1.11 "Master Assessments" means, collectively, all assessments for Common Expenses levied by the Master Association under Section 6 of this Master Declaration.
- 1.12 "Master Association" means Heritage Greens of Hudson Community Association, Inc. a nonprofit corporation created pursuant to Wisconsin Statutes Chapter 181 and its successors and assigns.
- 1.13 "Master Board" or "Master Board of Directors" means the board of directors of the Master Association, which is the governing body of the Master Association.
- 1.14 "Master Bylaws" means the Bylaws of the Master Association as amended from time to time.
- 1.15 "Master Common Elements" means all portions of the Property, or interests therein, now or hereafter owned by the Master Association and intended for the common use and enjoyment of the Owners and Occupants and their invitees. The Master Common Elements as of the date of recording of this Master Declaration are described in Exhibit B.
- 1.16 "Master Common Expenses" means all expenditures lawfully made or incurred by or on behalf of the Master Association and incident to its operation, including without limitation any allocations to reserves.
- 1.17 "Master Developer" means BrightKEYS Development Corporation, a Minnesota corporation, and its successors and assigns, and any Person who, pursuant to the terms of this Master Declaration, succeeds to any of the Master Developer Rights.

1.18 "Master Developer Control Period" means the time period during which the Master Developer has the exclusive right to appoint the members of the Master Board, as described in Section 12 of this Master Declaration.

1.19 "Master Developer Rights" means the exclusive rights reserved to the Master Developer to control the Master Association and complete the development of the Property, as described in Section 12 of this Master Declaration

1.20 "Master Declaration" means this instrument and all exhibits hereto, as amended from time to time, recorded in the office of the St. Croix County Recorder.

1.21 "Master Governing Documents" means this Master Declaration, and the Articles of Incorporation and Bylaws of the Master Association, as amended from time to time, all of which shall govern the use and operation of the Property.

1.22 "Master Rules" means rules, as approved from time to time by the Master Board, which relate to the Master Association's affairs, or the use or operation of the Property, and apply to the entire Property

1.23 "Master Special Assessment" means a Master Assessment levied under Section 6.3 of this Master Declaration.

1.24 "Member" means a member of the Master Association as described in Section 3.4 of this Master Declaration. The terms "Member" and "Neighborhood Association" may be used interchangeably in the Master Governing Documents.

1.25 "Mortgagee" means a Person which is the holder of a loan secured by a mortgage on any portion of the Property, and its successors and assigns.

1.26 "Neighborhood" means a group of two or more Units, and their related Neighborhood Property (if any), which is designated as a Neighborhood in accordance with Section 3.3 of this Master Declaration.

1.27 "Neighborhood Assessment" means a Master Assessment levied against a certain Neighborhood Association, but not all Neighborhood Associations, in accordance with Section 6.4 of this Master Declaration.

1.28 "Neighborhood Association" or "Neighborhood Associations" means the owners' association or associations governing a certain Neighborhood or Neighborhoods.

1.29 "Neighborhood Board" means the Board of Directors of a Neighborhood Association

1.30 "Neighborhood Common Expenses" means all expenditures lawfully made or incurred by a Neighborhood Association for the benefit of that Neighborhood, and incident to the operation of that Neighborhood, including without limitation any allocation to reserves

1.31 "Neighborhood Declarant" means a declarant, as defined in the Act, with respect to a Condominium.

1.32 "Neighborhood Developer" means a Person (i) which acquires Units from the Master Developer, in other than a Condominium, for development and resale, and (ii) which is named as the developer of the Neighborhood in the Neighborhood Governing Documents for that Neighborhood

1.33 "Neighborhood Director" means a member of a Neighborhood Board.

1.34 "Neighborhood Governing Documents" means the articles of incorporation, bylaws, and declaration or other recorded instrument, creating or governing a Neighborhood or Neighborhoods.

1.35 "Neighborhood Plat" means the recorded plat or part thereof depicting a Neighborhood pursuant to the requirements of the Act, or Wisconsin Statutes Chapter 236, as applicable, including any amended plat, supplemental plat or replat recorded from time to time.

1.36 "Neighborhood Property" means all real property which is subject to the Neighborhood Governing Documents of a Neighborhood or Neighborhoods.

1.37 "Neighborhood Rules" means rules approved from time to time by a Neighborhood Board or Neighborhood Boards, which only apply to a particular Neighborhood or Neighborhoods.

1.38 "Occupant" means any person other than an Owner occupying a Dwelling.

1.39 "Owner" means the owner of a Unit. The term Owner shall exclude a Mortgagee, land contract vendor and other secured party, and any holder of reversionary interest in a life estate, unless and until such Person acquires the fee title to the Unit.

1.40 "Person" means a natural person, corporation, limited liability company, partnership, limited liability partnership or other legal entity

1.41 "Property" means the real property subject to this Master Declaration, and other property which is subsequently subjected to this Master Declaration from time to time, together with all Improvements located thereon.

1.42 "Unit" means (i) a platted lot subject to this Master Declaration upon which a single Dwelling is located or intended to be located, or (ii) a part of a Condominium containing one or more levels or rooms which is intended for separate ownership, the boundaries of which

are described in the Neighborhood Governing Documents and identified as a Unit on the recorded plat for part of the Property pursuant to the requirements of Section 703.11 of the Act

SECTION 2

PROPERTY

2.1 Property. The Property subject to this Master Declaration is described in Exhibit A attached hereto. Exhibit A may be amended from time to time to include other property, as authorized by Sections 2.2 and 2.3.

2.2 Annexation of Additional Property. The Master Developer may, but is not obligated to, subject all or any part of the Additional Property described in Exhibit C to this Master Declaration as part of the Property; provided, that such additions shall be timed so as to accommodate the recording of the Neighborhood Governing Documents relating to any Neighborhood to be located on such Additional Property. This right shall be exercised by the Master Developer in accordance with the provisions of Section 13 of this Master Declaration. Any property so annexed may be designated as Master Common Elements, or Units or other Neighborhood Property.

2.3 Annexation of Other Property. In addition to, but not as a limitation to the Master Developer's unilateral right to add Additional Property to the Property, other real property may be annexed to the Property and subjected to this Master Declaration with the prior written approval of (i) the Master Board, (ii) the Master Developer so long as the Master Developer owns an unsold Unit for sale or has the right to add Additional Property to this Master Declaration, (iii) the Neighborhood Developer or Neighborhood Declarant of any new Neighborhood to be located on the property being added, and (iv) the Neighborhood Declarant or Neighborhood Developer of any Neighborhood to which the property is being added so long as it owns an unsold Unit for sale in the existing Neighborhood. Any property so annexed may be designated as Master Common Elements, or Units or other Neighborhood Property. The Master Governing Documents shall be amended, as necessary, to subject the property to this Master Declaration, and to reallocate Master Common Expense obligations, voting rights and memberships, and the amendment to the Master Declaration shall be recorded.

2.4 Deannexation of Property. Portions of the Property may be deannexed and withdrawn from this Declaration subject to the following requirements: (i) the Property shall be owned by the Master Developer, (ii) the deannexation shall be approved by the Master Developer and Master Board, and (iii) an amendment to this Declaration describing the deannexation and the parcel being deannexed shall be executed by the Master Developer and the Master Association, consented to by any mortgagee of the deannexed parcel, and recorded. Upon recording of the amendment, the deannexed parcel shall no longer be subject to this Master Declaration.

2.5 Interests Subject to Plan of Development. Every Owner, Neighborhood Declarant and Neighborhood Developer, and any secured party or other Person holding or acquiring an interest in a Unit, shall take title or hold such interest subject to the Master Developer's rights

pursuant to this Master Declaration. Notwithstanding anything to the contrary in this Master Declaration, the Master Developer's rights or obligations under the Master Governing Documents may not be changed in whole or in part without the prior written consent of the Master Developer, which consent may be granted or denied in the Master Developer's sole and absolute discretion.

SECTION 3

ASSOCIATION STRUCTURE, AUTHORITY AND MEMBERSHIP

3.1 Formation/Purposes/Powers. The Master Developer has formed the Master Association as a Wisconsin nonprofit corporation. The Master Association is formed, and shall have the obligation and the power, to perform the following functions:

3.1.1 To maintain (i) the Master Common Elements and all Improvements thereon, except those Improvements maintained by the City, (ii) certain open spaces, median areas and boundary landscaping on certain public lands located adjacent to the Property, as agreed with the City, (iii) mailbox kiosks including the mailboxes, lighting and trash receptacles constituting part of the mailbox kiosks, and (iv) common signs and entrance monuments identifying Heritage Greens of Hudson or its Neighborhoods;

3.1.2 To administer and enforce the covenants, conditions, restrictions, easements, and other rights and obligations, set forth in the Master Governing Documents, the Master Rules and the Neighborhood Governing Documents.

3.1.3 To control, preserve and enhance the architectural and environmental character of the Property;

3.2 Authority and Administration. The operation and administration of the Master Association shall be governed by the Master Governing Documents, the Master Rules and Wisconsin Statutes Chapter 181, Nonstock Corporations (the "Corporate Act")

3.2.1 The Master Association shall have and exercise the following powers relating to the operation and maintenance of the Property on behalf of its Members and all Owners and Occupants.

3.2.1.1 To own, manage, operate, maintain and control the Master Common Elements.

3.2.1.2 To regulate, impose charges for, establish rules and enforce rules for the use of the Master Common Elements.

3.2.1.3 To establish and enforce architectural guidelines to preserve and enhance the architectural and environmental character of the Property

- 3.2.1.4 To regulate, approve, disapprove or approve with conditions any construction, installation or alteration of Improvements within the Property visible from the exterior of a building or Dwelling.
- 3.2.1.5 To establish from time to time and enforce reasonable rules and restrictions to facilitate the various residential uses of the Property, to avoid unwanted nuisances and disturbances, and to protect the physical environment and architectural characteristics of the Property and immediately adjacent landscaped areas
- 3.2.1.6 To adopt budgets for revenues, expenditures and reserves and levy and collect assessments for Master Common Expenses from Neighborhood Associations and/or Unit Owners.
- 3.2.1.7 Employ and dismiss employees and agents.
- 3.2.1.8 Sue on behalf of all Unit Owners or Neighborhood Associations.
- 3.2.1.9 Make contracts and incur liabilities
- 3.2.1.10 Cause additional Improvements to be made as a part of the Master Common Elements
- 3.2.1.11 Acquire, hold, encumber and convey any right, title or interest in or to the Master Common Elements
- 3.2.1.12 Grant easements though or over the Master Common Elements.

All Neighborhood Governing Documents shall contain provisions delegating the above listed powers to the Master Association. The Master Association may exercise any other power conferred or delegated by the Neighborhood Governing Documents or Neighborhood Association, provided the Master Board approves and accepts such delegation in writing. The Master Association, by its Board, may relinquish any of its powers to one or more Neighborhood Associations as provided in the Master Bylaws.

3.2.2 Notwithstanding any delegation of powers to the Master Association by a condominium declaration, condominium association or otherwise, no provisions of the Wisconsin Condominium Ownership Act, Wisconsin statutes Chapter 703, shall apply to the Master Association unless and only to the extent expressly referenced and provided in this Master Declaration.

3.2.3 The power and authority of the Master Association is vested in the Master Board, unless action or approval by the Members is specifically required by the Master Governing Documents or the Act. All references to the Master Association mean the Master Association acting through the Master Board unless specifically stated to the contrary.

3.2.4 It is recognized that the interests of the Members may be served in the future by expanding or restricting the Master Association's powers. The powers of the Master Association may be expanded by amending this Master Declaration, and the Master Bylaws if necessary for consistency, and the Neighborhood Governing Documents for the Neighborhoods which are affected by the change in powers, if necessary.

3.3 Neighborhoods Each parcel or parcels of land intended for development under a single Neighborhood Association shall be designated as a Neighborhood in the declaration or other recorded instrument creating or adding to the Neighborhood. Two or more Units which share physical or operational characteristics, or other common interests, may be included in a Neighborhood. By way of illustration and not limitation, a condominium, or a grouping of attached single family dwellings or a single family detached housing group may be designated as a separate Neighborhood, or a Neighborhood may be comprised of more than one housing type. New, additional Neighborhoods may be created or added to on property added pursuant to Section 2.2 or 2.3, or replatted from existing outlots.

3.3.1 A Neighborhood shall be created by, and the Units within a Neighborhood shall be subject to, a declaration or similar recorded instrument containing covenants, conditions, restrictions and easements consistent with the Master Governing Documents. No declaration or similar instrument intended to create or govern a Neighborhood shall be recorded until it has been reviewed and approved in writing by the Master Board and, so long as the Master Developer owns an unsold unit for sale or has the right to add Additional Property to the Property, the Master Developer. The Master Developer, and the Neighborhood Declarant or Neighborhood Developer of the Neighborhood in question, shall ensure that the Neighborhood Governing Documents shall authorize the Master Association to exercise the powers described in this Master Declaration and are otherwise consistent with the Master Governing Documents. The Master Developer has the power to (i) redesignate Neighborhood boundaries, (ii) change the number of Units in a Neighborhood or (iii) combine or subdivide two or more Neighborhoods, subject to the requirements of Section 13 of this Master Declaration.

3.3.2 In addition to the Master Developer's right to add to, subdivide or combine Neighborhoods under Section 13, a Neighborhood Declarant, a Neighborhood Developer or a Neighborhood Association may petition the Master Board for an addition to, or combination or subdivision of, a Neighborhood. The petition shall include specific details of the proposed change, together with any other information required by the Master Board. Unless otherwise agreed by the Master Board, the Person(s) making the petition shall be responsible for the payment of all fees and costs in connection with the change. The Master Governing Documents and the affected Neighborhood Governing

Documents shall be amended as necessary to reflect the change, and to fairly reallocate voting rights, Master Common Expense obligations and memberships. The amendments must be approved in writing by (i) the Neighborhood Boards of the affected Neighborhoods; (ii) the Master Board; (iii) the Master Developer so long as it owns an unsold Unit for sale or has the right to subject any Additional Property to this Master Declaration; and (iv) the Neighborhood Declarant or Neighborhood Developer of an affected Neighborhood so long as it owns an unsold Unit for sale in the Neighborhood.

3.3.3 Each Neighborhood shall have a Neighborhood Board, which shall be elected by the Owners of Units which are located in that Neighborhood. The Neighborhood Board shall administer the affairs of the Neighborhood Association in accordance with the Neighborhood Governing Documents for that Neighborhood.

3.3.4 Except as expressly authorized by this Master Declaration, no Neighborhood shall be terminated, no Neighborhood Governing Documents shall be amended, and no Neighborhood Association shall be dissolved or subjected to bankruptcy or insolvency proceedings, without the prior written approval of (i) the Master Board, (ii) the Master Developer so long as it owns an unsold Unit for sale or has the right to subject any Additional Property to this Master Declaration, and (iii) the Neighborhood Developer or Neighborhood Declarant so long as it owns an unsold Unit for sale in the Neighborhood.

3.4 Membership Membership in the Master Association is governed by the following qualifications:

3.4.1 Each Neighborhood Association shall have one membership in the Master Association, subject to the qualifications set forth in this Section 3.4. The membership shall attach to a Neighborhood Association at the time the declaration or other recorded instrument creating the Neighborhood is recorded. Except as expressly provided in this Master Declaration, a membership shall be appurtenant to and shall not be separated from the Neighborhood Association to which it is attached, and shall be automatically transferred to any successor Neighborhood Association.

3.4.2 Rights with respect to a membership shall be exercised by the Neighborhood Board, or representatives elected from among the Neighborhood Board members, as provided in the Master Bylaws.

3.4.3 No Person holding a security interest in any part of the Property shall be a Member solely by reason of such interest.

3.4.4 Additional memberships in the Master Association may be created only by (i) subjecting any Additional Property or other property to this Master Declaration, and creating one or more Neighborhoods on the annexed property, or (ii) subdividing a Neighborhood and creating two or more new Neighborhoods, in accordance with the requirements of this Master Declaration.

3.4.5 Memberships may be combined upon the combination of one or more Neighborhoods in accordance with the requirements of this Master Declaration. One membership shall attach to each surviving Neighborhood Association.

3.5 Member Voting. The Neighborhood Associations constitute the sole class of voting Members. The Members' voting rights and voting procedures are set forth in the Master Bylaws.

3.6 Master Bylaws. The Master Association shall have Master Bylaws. The Master Bylaws govern the operation and administration of the Master Association, subject to this Master Declaration in the event of a conflict. The Master Bylaws are binding upon all Members, Owners and Occupants, and their invitees, all secured parties and all other Persons holding or acquiring any interest in the Property.

3.7 Master Board of Directors. The Master Association's affairs are administered and managed by the Master Board of Directors, as provided in the Master Bylaws. Directors shall be elected, serve and exercise their powers as provided in the Master Bylaws.

3.8 Scope and Binding Effect of Actions. All agreements and determinations made by the Master Association in accordance with the powers and purposes established by the Master Governing Documents are binding upon all Persons having any interest in or using the Property.

3.9 Management. The Master Board may delegate to a manager or managing agent the management duties imposed upon the Master Association's officers and directors by the Master Governing Documents. However, such delegation does not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Master Governing Documents and by law. The Master Developer and/or an affiliate of the Master Developer may be employed as the manager of the Master Association and/or the Property pursuant to a separate, written agreement, subject to termination as provided by the Act or the management agreement.

3.10 Master Rules. The Master Board has the exclusive authority to approve and implement such reasonable Master Rules as it deems necessary from time to time for the purpose of exercising and implementing its powers; provided that the Master Rules shall not be inconsistent with the Master Governing Documents or the Act. The inclusion in other parts of the Master Governing Documents of authority to approve Master Rules is in furtherance, and not in limitation, of the authority granted by this Section. New or amended Master Rules shall be effective only after thirty days' prior notice, with copies of the changes to the Master Rules, has been given to the Members and Owners.

3.11 Appointment of Officers and Directors by the Master Developer. The Master Developer has the exclusive right to appoint the officers and directors of the Master Association during the Master Developer Control Period, as set forth in Section 12.

SECTION 4

MASTER COMMON ELEMENTS AND PROPERTY RIGHTS

4.1 General. Those parts of the Property owned by the Master Association and not included within the Neighborhood Property constitute Master Common Elements, which shall be owned by the Master Association for the benefit of the Members, Owners, Occupants and other Persons approved by the Master Developer as provided in Section 4.4. The Members, Owners, Occupants and other Persons approved by the Master Developer shall have a reasonable right of use and enjoyment in the Master Common Elements. The rights, easements and obligations attributable to a Unit shall pass with the title to the Unit as an appurtenance thereto, whether or not specifically described.

4.2 Management and Operation. Except as otherwise expressly provided in the Master Governing Documents, the Master Association shall manage, operate, maintain, repair and replace the Master Common Elements. Master Common Expenses for the operation of the Master Association, and the maintenance, repair, replacement and management of the Master Common Elements, shall be assessed against and collected from the Members in accordance with Section 6.

4.3 Title to Master Common Elements. The Master Common Elements are owned by the Master Association. When Additional Property or other property is subjected to this Master Declaration, title to that portion of such Additional Property or other property constituting Master Common Elements shall simultaneously be conveyed to the Master Association. Master Common Elements shall be conveyed and owned subject to: (i) building and zoning laws, and state and federal regulations; (ii) the lien of real estate taxes not yet due and payable; (iii) this Master Declaration; and (iv) other agreements, easements, covenants, conditions and restrictions of record; and (v) any exceptions which would be apparent from a survey or physical inspection of the property in question.

4.4 Right to Permit Others to Use Master Common Elements. The Master Developer, while the Master Developer owns a Unit available for sale or has the right to add Additional Property to the Property, or the Master Association shall have the authority and power to grant to Persons other than Members, Owners and Occupants a nonexclusive right, for a limited or unlimited period of time, to share with the Members, Owners and Occupants in the use and enjoyment of the Master Common Elements. Any such right granted by the Master Developer or Master Association to Persons to share with Members, Owners and Occupants in the use and enjoyment of the Master Common Elements shall be subject to the obligations of such Persons to whom the rights are granted to share and contribute a fair and reasonable portion of the costs to maintain, repair, replace, operate and use such Master Common Elements.

4.5 Limitations on Rights and Easements. The easements and other rights of the Members, Owners and Occupants with respect to the Master Common Elements shall be subject to the obligations, conditions and restrictions described in this Master Declaration, all of which shall be appurtenant to and pass with the title to each Unit.

SECTION 5

EASEMENTS

The following appurtenant easements and rights are hereby granted or reserved, as applicable, over, under and across the Property

5.1 Utilities and Drainage There are nonexclusive easements in favor of any public authority or agency, or public or private provider, for the installation, maintenance, repair and replacement of storm and sanitary sewers, drainage systems, storm water retention ponds and related facilities, and electrical, gas, telephone and water lines, on, under and across the Property, as shown on the Plat or described in other recorded instruments. No structure or other Improvement shall be erected or maintained, nor shall any fill or other material be placed in an easement area, which may damage or interfere with the installation or maintenance of utilities, or which may change the direction or impede the flow of water over any drainage easements.

5.2 Communications There are nonexclusive easements in favor of authorized providers of telephone, cable TV, fiber optics, security and other communications services on, under and across the Master Common Elements, and utilities easement areas shown on the Plat or described in other recorded instruments, for the purpose of installing, replacing, repairing, maintaining and using equipment and other Improvements relating to the foregoing services.

5.3 Public Safety and Health There are nonexclusive easements in favor of the City and other applicable governmental authorities or agencies as shall from time to time have jurisdiction over the Property, upon and across the unimproved portions of the Property for reasonable access to perform such duties related to law enforcement, fire protection, life safety, health and sanitation as reasonably required from time to time.

5.4 The Master Developer Rights There are exclusive easements in favor of the Master Developer for the exercise of the Master Developer Rights, which easements shall terminate when the Master Developer no longer owns a Unit or has a right to add Additional Property to the Property, whichever is later.

5.5 Master Association Access There is an exclusive easement in favor of the Master Association, including without limitation any management agent or service vendor retained by the Master Association, for access on and across the Master Common Elements, the Neighborhood Property and the yard areas of Units, for the purpose of performing the Master Association's obligations under the Master Governing Documents. Except in the event of emergencies, this easement shall be exercised only during normal business hours and then, whenever practicable, only upon advance notice to the Owner or Occupant directly affected.

5.6 Environmental Compliance There are nonexclusive easements in favor of the Master Association, the City and other applicable governmental authorities, and their respective agents, employees, successors, and assigns, on and across the Master Common Elements, Neighborhood Property and the yard areas of Units for the purpose of taking any action necessary to effect compliance with environmental laws, and related Master Rules, regulations or

procedures promulgated by the Master Board or by any governmental authority. Such easement shall include without limitation the right to implement erosion control procedures, the right to drain and redirect water, the right to control access, and the right to correct any condition on the Property which violates any governmental restrictions. The exercise of these easement rights shall be in strict compliance with all applicable environmental laws and regulations.

5.7 Encroachments There is an exclusive easement for encroachments for the benefit of the encroaching Improvement in the event that a Dwelling or any other Improvement now or hereafter constructed encroaches upon an adjoining Unit or the Master Common Elements due to nonmaterial inaccuracies in survey, construction, reconstruction, settlement, movement or the like. The easement shall continue for as long as the encroachment exists and shall not affect the marketability of title. This easement for encroachments shall also include an easement for the maintenance and use of the encroaching Improvements.

5.8 Entrance Signs and Monuments There are exclusive easements in favor of the Master Developer and the Master Association, or their designees, to erect and maintain entrance monuments, signs and related Improvements identifying the Property or specific Neighborhoods or features, on and across the Master Common Elements, other common elements located on Neighborhood Property, and certain other parts of the Property identified as easement areas in other recorded instruments establishing such easements. Said easement areas shall also be subject to exclusive easements in favor of the Master Association, or its designees, for the continuing use, improvement, maintenance, repair and replacement of said Improvements.

5.9 Irrigation System There are exclusive easements in favor of the Master Developer and the Master Association, or their designees, on or across the Master Common Elements, other common elements located on Neighborhood Property, and the yard areas of the Units, to construct, install, maintain, repair and replace an underground irrigation system and related equipment to water the lawns in the Master Common Elements and the boulevards between the public sidewalks and public streets serving the Property. The Easement shall include a right of reasonable access in favor of the Declarant and the Master Association to exercise their easement rights.

5.10 Restriction on Third Party Easement Grants No Owner, Member, Neighborhood Declarant nor Neighborhood Developer shall grant any easement or similar rights upon any portion of the Property without the prior written approval of the Master Board; provided, that such approval shall not be unreasonably withheld if the easement is for a purpose consistent with this Master Declaration and does not prejudice the rights of any Owners, the Master Developer, or any Neighborhood Declarant or Neighborhood Developer.

5.11 Continuation, Use and Scope of Easements The rights and easements granted or reserved by this Section 5 shall be permanent and appurtenant, unless otherwise indicated. The easements shall supplement and not limit any easements described elsewhere in this Master Declaration or any recorded instrument. The easements shall be subject to such reasonable limitations as to location and routing as may be imposed by any governmental authority or the Master Association. The easements shall include reasonable access over and across the Property to maintain, repair, replace and reconstruct any Improvements installed or constructed in the

easement areas. Persons exercising easement rights shall take reasonable care to avoid damaging the Property, and shall promptly repair any damage which they or their employees or agents caused, or reimburse the Master Association for all costs of repair if it undertakes the repair.

5.12 Creation of Additional Easements. The Master Developer hereby reserves the right, in the event that part or all of the Additional Property is not added to the Property, to have, use, create, grant and convey the following easements for the benefit of the Additional Property not added (the "Excluded Property"), for the following purposes and under the following conditions:

5.12.1 To connect any utilities, cable TV or other service systems or facilities constructed on the Excluded Property to any utilities, cable TV or other systems providing services to the Property, including the right to utilize such facilities and services as are located within or serve the Property.

5.12.2 To have reasonable access over and under the Property to install, repair, maintain and replace all utilities and related facilities and systems installed by the Master Developer, and to do such other acts as are necessary to connect with and utilize such services, facilities and systems located on the Property.

5.12.3 To have reasonable access to the Excluded Property

5.12.4 To cause to be recorded against the Property and the Excluded Property such instruments as may be reasonably necessary to create and memorialize any of the foregoing rights and easements. The Master Association and the Neighborhood Associations shall, upon the Master Developer's reasonable request, join in executing any such instruments, and shall otherwise cooperate with the Master Developer in furtherance of the establishment of the rights and easements referred to herein.

5.12.5 Notwithstanding the foregoing, the Master Developer or any other owner of an Excluded Parcel, as applicable, shall be responsible to pay its fair share of the maintenance, repair and replacement of any Improvements which are utilized by or for the benefit of the Excluded Property, and all costs associated with changes or damage to Improvements caused by the installation, use or maintenance of the services or facilities by the Master Developer or its successors or assigns

SECTION 6

ASSESSMENTS FOR MASTER COMMON EXPENSES

6.1 General. The Master Association has authority to levy Master Assessments against the Members. Master Assessments for Master Common Expenses shall be determined and assessed against the Members by the Master Board, in its discretion; subject to the requirements and procedures set forth in this Section 6, and the requirements of the Master Bylaws. Master Assessments shall include Master Annual Assessments under Section 6.2, and

may include Master Special Assessments under Section 6.3 and Neighborhood Assessments under Section 6.4.

Master Annual Assessments shall be established and levied by the Master Board against all Members, subject to the following qualifications:

6.2.1 Each Master Annual Assessment shall cover all of the anticipated Master Common Expenses of the Master Association for that year which are to be shared by all Members. Master Annual Assessments shall be payable in monthly, quarterly or annual installments, as determined by the Master Board. Master Annual Assessments shall provide, among other things, for an adequate reserve fund for the maintenance, repair and replacement of those parts of the Property, and improvements located outside of the Property, for which the Master Association is responsible.

6.2.2 Except for any increase attributable to insurance premium costs, the increase in the Master Annual Assessment for any Master Association fiscal year shall not exceed twenty-five percent of the Master Annual Assessment levied for the previous fiscal year, unless the increase is approved by a vote of the Members. Notice of the vote shall be sent to all Members and Owners not less than twenty-one nor more than thirty days in advance of the voting date.

6.3 Master Special Assessments. In addition to Master Annual Assessments, the Master Board may levy a Master Special Assessment against all Members at any time. Master Special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Master Common Expense.

6.4 Neighborhood Assessments. In addition to Master Annual Assessments and Master Special Assessments, the Master Board may levy at any time and allocate any Master Common Expense or portion thereof benefiting fewer than all of the Neighborhoods only among the Neighborhood Associations whose members are benefited.

6.5 Working Capital Fund. There shall be established a working capital fund for the Master Association to meet unforeseen Master Association expenditures or for the Master Association to purchase additional equipment or services during the Master Association's beginning years of operation. The Master Board shall include in each subsequent Master Association annual budget a reasonable amount of working capital, based upon the anticipated needs of the Master Association for the year in question. There shall be contributed to the Master Association's working capital fund on a one time basis for each Unit sold an amount equal to two months installments of the estimated Master Association annual Assessment per Unit. The contribution shall be paid at the earlier of the time of closing of sale of the Unit or the time of termination of the Master Developer Control Period. The contributions to this fund are in addition to the regular installments of Master Assessments.

6.6 Master Assessment Procedures. The following procedures shall govern the levying of Master Assessments:

6.6.1 In accordance with the Master Bylaws, the Master Board shall annually approve a Master Association budget, and shall allocate and levy a Master Annual Assessment against the Neighborhood Associations. Master Special Assessments may be levied at any time. Neighborhood Assessments may be levied at any time; however, to the extent that the Neighborhood Assessments can be budgeted prior to the start of the Master Association fiscal year, they shall be levied at the same time as the Master Annual Assessment. A Master Assessment may be prorated for a partial year.

6.6.2 The share of each Master Assessment levied against a Neighborhood Association shall promptly be levied and allocated by the Neighborhood Association among the Units in the Neighborhood in accordance with its Neighborhood Governing Documents.

6.6.3 Master Annual Assessments and Master Special Assessments shall be allocated among the Neighborhood Associations substantially in proportion to the number of Units in each Neighborhood Association; provided, that the Master Board shall allocate a reduced share of the Master Assessment to certain Neighborhood Associations, to take into consideration Units in those Neighborhoods which are exempt from paying a share of the Master Assessments pursuant to Section 6.7.2 and may also allocate a reduced share of the Master Assessment to certain Neighborhood Associations to take into consideration other Units in those Neighborhoods which do not contain completed or occupied Dwellings or which are not otherwise receiving full services from the Master Association (regardless of who owns the Units).

6.6.4 Each Neighborhood Association shall pay its share of the Master Assessment to the Master Association in advance, monthly, quarterly or annually, as determined by the Master Board. Notice of a Master Assessment shall be given to the Members as provided in the Master Bylaws.

6.7 Liability for Master Assessments. Each Member Neighborhood Association shall be liable for the share of the Master Assessments levied against it.

6.7.1 Except as provided in Section 6.7.2, the liability for Master Assessments is absolute and unconditional. No Member is exempt from liability for payment of the Master Assessments by right of set-off, by waiver, or use or enjoyment of any part of the Property, by reason of its failure to collect Neighborhood Common Expenses from its members, by waiver of any rights, or by reason of any claim against the Master Association or its officers, directors or agents for their failure to fulfill any duties under the Master Governing Documents or the Act.

6.7.2 Notwithstanding anything to the contrary in the Master Governing Documents or any Neighborhood Governing Documents, the Master Documents shall not be liable to pay any Master Assessment, nor any assessment levied by a Neighborhood Association to pay any Master Assessment, with respect to any Unit owned by it, nor shall the Unit be subject to a lien for such assessments, until the date on which a Dwelling constituting or located within the Unit has been substantially

completed. A Neighborhood Developer or Neighborhood Declarant, or a builder approved by it, may have a similar exemption from liability for Master Assessments, if approved in writing by the Master Developer. A substantially completed Dwelling is a Dwelling with respect to which a Certificate of Occupancy or other comparable certification has been issued by the City

6.7 Assessment Lien. Subject to Section 6.6, the Master Association has a lien on each Unit within a Neighborhood for the Unit's share of any Master Assessment levied against that Neighborhood from the time the Master Assessment becomes due. If a Master Assessment is payable in installments, the full amount of the Unit's share of the Master Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Master Association are liens, and are enforceable as Master Assessments, under this Section 6. Recording of the Master Declaration constitutes record notice and perfection of any lien under this Section 6, and no further recordation of any notice of or claim for the lien is required.

6.8 Foreclosure of Lien; Remedies A lien for Master Assessments may be foreclosed against a Unit under the laws of the state of Wisconsin in substantially the same manner as a mortgage containing a power of sale. The Master Association, or its authorized representative, shall have the power to bid at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so acquired. The Owner and any other Person claiming an interest in the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Master Association a power of sale and full authority to accomplish the foreclosure. The Master Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay his or her proportionate share of any Master Assessment or charge against the Neighborhood Association.

6.9 Lien Priority; Foreclosure A lien under this Section 6 is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Master Declaration, (ii) any first mortgage on the Unit, and (iii) liens for real estate taxes and other governmental assessments or charges against the Unit. The holder of a first mortgage on a Unit which acquires title to the Unit by foreclosure or a deed in lieu of foreclosure shall take title to the Unit free and clear of all Master Assessment liens encumbering the Unit and the Unit's share of the Master Assessments payable in the period prior to the acquisition of title to the Unit by the mortgage holder. At such time as the first mortgage holder takes title to the Unit, the Unit shall be subject to liens for its prorata share of Master Assessments levied against the Neighborhood Association and payable during the period when it holds title to the Unit.

6.10 Voluntary Conveyances; Statement of Assessments In a voluntary conveyance of a Unit, the lien of Master Assessments shall remain against the Unit until released or satisfied. Any seller or buyer shall be entitled to a statement, in recordable form, from the Master Association setting forth the amount of the unpaid Master Assessments for which a lien has been or could be filed against the Unit, including all Master Assessments payable in the Master Association's current fiscal year, which statement shall be binding on the Association, the seller and the buyer.

SECTION 7

USE RESTRICTIONS

Heritage Greens of Hudson is intended to be a high quality residential development for the use and enjoyment of the Owners and Occupants. The use restrictions contained in this Section are designed to facilitate the various residential uses of the Property, and to preserve and protect the physical environment and architectural characteristics of the Property and immediately adjacent landscaped areas. Accordingly, the following restrictions shall apply to the Property:

7.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Master Governing Documents, as amended from time to time. All covenants, restrictions and obligations set forth in the Master Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person owning or acquiring an interest in the Property, their heirs, personal representatives, successors and assigns.

7.2 Residential Use. The Property is designed and intended exclusively as a single-family residential area. Except as provided in Section 7.5, the Units shall be used by Owners and Occupants and their guests exclusively for private, single family residential purposes, and not for transient, hotel, commercial, business or other nonresidential purposes; subject to the respective Neighborhood Governing Documents, and to applicable governmental laws, regulations and ordinances.

7.3 Environmental Restrictions. The Property contains a variety of natural areas, including environmentally sensitive wetlands, ponds and related open spaces (collectively the "Protected Areas"). It is intended by the Master Developer and the City that the Protected Areas shall be maintained in substantially the same condition as of the completion of development of the Property, subject only to natural changes resulting from natural growth, weather, natural deterioration and other factors not under the control of the Master Developer. No Person shall take or cause to be taken any action which may materially disturb, pollute or otherwise adversely affect the Protected Areas nor which violates any conservation easement, forest management plan or other environmental restriction imposed by any governmental authority. The restrictions contained in this Section shall not preclude the Master Association or a Neighborhood Association from maintaining those parts of the Property which are originally developed as recreational open space.

7.4 Architectural Restrictions. All Improvements or other physical changes to the Property shall be made in compliance with the architectural standards and procedures set forth in Section 8.

7.5 Permitted Business Activities. Notwithstanding anything to the contrary in the Master Governing Documents, the following business activities shall be permitted:

7.5.1 An Owner or Occupant residing in a Dwelling may maintain a home occupation in the Dwelling, or an auxiliary building located within the same Unit permitted by the City and approved by the A.R.C in accordance with Section 8, and handle matters relating to such home occupation by telephone or correspondence therefrom; provided, that such uses (i) are incidental to the residential use; (ii) do not involve physical alteration of the Dwelling or auxiliary building visible from the exterior; (iii) are in compliance with all governmental laws, ordinances and regulations; and (iv) do not involve any observable business activity such as signs, advertising displays, frequent deliveries, or disturbing pedestrian or vehicular traffic to and from the Dwelling or auxiliary building by customers, vendors or employees

7.5.2 The Master Association may maintain offices and other facilities on the Property for management and related purposes

7.5.3 The Master Developer, Neighborhood Declarants and Neighborhood Developers, and builders authorized by them, may maintain offices and other related facilities on the Property in connection with the exercise of their rights under this Master Declaration or the Neighborhood Governing Documents.

7.6 Pets. Only domestic household pets and/or as statutorily authorized "service animals" used by handicapped persons, and not for any other purpose, shall be permitted on the Master Common Elements.

7.6.1 No pet shall be allowed to make an unreasonable amount of noise, nor to become a nuisance or a threat to the safety of others.

7.6.2 Pets shall be under control of the pet's owner or other competent person at all times when walked or exercised on the Master Common Elements.

7.6.3 Master Rules may be adopted by the Master Association to regulate pets while on the Master Common Elements, or to restrict, prohibit or remove pets which engage in dangerous or disturbing behavior.

7.6.4 The Master Board shall have authority, following a hearing, to determine in its sole and absolute discretion whether a particular pet should be expelled and prohibited from the Master Common Elements based upon the pet's behavior or the failure of the pet's owner to comply with this Section 7.6, or other restrictions contained in the Master Rules or the applicable City ordinances.

7.6.5 Owners and Occupants shall be liable for the cost of repair of any damage to the Property, or any personal injury, caused by pets kept by them.

7.7 Motorized Vehicles. No motorized vehicles or devices of any type shall be used or permitted on the on the Master Common Elements, including trails, except: (i) lawn mowing and other maintenance equipment, (ii) motorized wheelchairs and other devices of similar type

and purpose for transporting handicapped persons, and (iii) parking, ingress and egress in designated parking areas.

7.8 Additional Protective Covenants. Developer may require the imposition on a Neighborhood or portion of a Neighborhood, in connection with the creation or development of the Neighborhood or the annexation of any Additional Property, additional protective covenants and use restrictions not inconsistent with those contained in this Master Declaration.

7.9 Access to Units. In case of emergency, the Units are subject to entry, without notice and at any time, by public safety personnel. Entry to the yard areas of Units is also authorized for maintenance purposes and for enforcement purposes as described in this Master Declaration.

7.10 Quiet Enjoyment; Interference Prohibited. All Unit Owners and Occupants and their invitees shall have a right of quiet enjoyment in their respective Units. No Person shall engage in activity which damages the Property, causes a nuisance or unduly restricts or interferes with the use and quiet enjoyment of Dwellings or Auxiliary Dwellings.

7.11 Compliance with Law. No use shall be made of the Property which would violate federal, state or local laws, regulations or ordinances, nor shall any act or use be permitted which could cause waste to the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Master Association or any Owner or Occupant.

SECTION 8

ARCHITECTURAL AND LANDSCAPE STANDARDS

8.1 General. It is the intent of the Master Developer to create a general plan and uniform scheme of development of the Property and to create within the Property a residential community of high quality and harmonious Improvements. Accordingly, an Architectural Review Committee (the "A.R.C.") shall be established as a permanent committee of the Master Association, to oversee, review and regulate all architectural and design matters involving the Property. The A.R.C. shall have the following general powers:

8.1.1 Subject to any specific requirements or exceptions contained in this Section 8, the A.R.C. shall have the exclusive right to approve or disapprove the size, exterior design, color, materials, landscaping and location with respect to all Improvements, as well as the general plan for development of all Neighborhoods

8.1.2 The A.R.C. shall have the exclusive right to approve or disapprove all proposed additions or any other changes to the exterior of any Dwelling or other Improvement; except for additions or other changes to a Dwelling or other Improvement by the Master Developer, a Neighborhood Developer or a Neighborhood Declarant, or their builders.

8.1.3 The A.R.C. may, in its sole discretion, impose standards for design, appearance, construction, or development which are greater or more stringent than standards prescribed by the Master Governing Documents, the Neighborhood Governing Documents, or by building, zoning, or other governmental laws, codes, or regulations; provided that such standards shall be consistent with the architectural character and use of the Property as planned and developed by the Master Developer.

8.1.4 The A.R.C. may appoint and delegate to an architectural advisory committee (the "A.A.C.") any powers or functions of the A.R.C., except for the power to make the final decisions with respect to architectural change applications. When the Master Developer's right to appoint the A.R.C. expires, then the A.A.C. shall terminate and the A.R.C. shall exercise all powers under this Section 8.

8.1.5 The A.R.C. may relinquish and delegate to a Neighborhood Association part or all of the A.R.C.'s authority to review and approve or disapprove architectural change applications with respect to that Neighborhood; provided, however, that the A.R.C. shall retain the ultimate authority to approve or disapprove such applications. A delegation of part or all of the A.R.C.'s authority under this Section 8 shall be in a written document signed on behalf of the Master Association, the A.R.C. and the Neighborhood Association to which the authority is delegated. The Neighborhood Association and any architectural committee appointed by it shall follow and be bound by the same approval procedures and standards as the A.R.C.

8.2 Architectural Review Committee. The A.R.C. shall be a permanent committee of the Master Association, and shall administer and perform the architectural and landscape review and control functions of the Master Association.

8.2.1 The A.R.C. shall initially consist of a minimum of three natural persons, who need not be Owners. The initial A.R.C. members shall all be appointed and replaced by the Master Developer, and shall hold office, for so long as the Master Developer has the right to subject Additional Property to the Declaration or owns an unsold Unit for sale. Prior to the expiration of the Master Developer's right to appoint the A.R.C. members, meetings of the A.R.C. may be called by the Master Developer or by the chair of the A.R.C.

8.2.2 Upon the expiration of the Master Developer's right to appoint the A.R.C. members, the Master Board shall (i) determine how many persons shall serve on the A.R.C. (which shall be no fewer than three nor more than nine natural persons), (ii) appoint the members of the A.R.C., (iii) set reasonable terms of office for the members of the A.R.C., and (iv) determine which member of the A.R.C. shall serve as its chair. Meetings of the A.R.C. may be called at the discretion of the chair, and shall be called by the chair upon the request of a majority of the members.

8.2.3 A majority of the A.R.C. shall constitute a quorum to transact business at any committee meeting, and the action of a majority of those members present and voting shall constitute the action of the A.R.C.

8.3 Application and Approval Required Except as otherwise authorized by this Section 8, no Improvement shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration thereof be made, until plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and location of the Improvement shall have been submitted to and approved in writing by the A.R.C. Approval shall be requested by written application on such forms as may be required by the A.R.C. As part of the application process, two complete sets of plans and specifications, including site survey, prepared by an architect, landscape architect, engineer or other person found to be qualified by the A.R.C. shall be submitted. The A.R.C. may require submission of samples of building materials and colors proposed to be used. The applicant shall also apply for approval to the City or other governmental authority having jurisdiction over the subject of the application, if required by the governmental authority. If the information submitted to the A.R.C. is, in the A.R.C.'s sole opinion, incomplete or insufficient in any manner, the A.R.C. may require the submission of additional information.

8.4 General Standards. The A.R.C. has authority to approve, conditionally approve or deny an application, in its sole and absolute discretion. In making its determinations, the A.R.C. shall consider, at a minimum, the following general criteria:

8.4.1 Compatibility of color, size, location, type and design for high quality Dwellings and other Improvements in Neighborhoods with attached housing or uniform design requirements

8.4.2 Comparable or better quality of materials as used in existing buildings or other Improvements on the Property.

8.4.3 Compliance with architectural and landscape standards, restrictions and guidelines:

8.4.3.1 in the applicable Neighborhood Governing Documents,

8.4.3.2 established by the Neighborhood Association if approved by the A.R.C., or

8.4.3.3 established by the Neighborhood Declarant or Neighborhood Developer in connection with the original development of the Neighborhood, so long as the Neighborhood Declarant or Neighborhood Developer owns an unsold unit for sale or has the right to add additional property to the Neighborhood.

8.4.4 Adequate protection of the Property, the Master Association, Owners and Occupants from liability and liens arising out of the proposed alterations.

8.4.5 Compliance with governmental laws, codes, ordinances and regulations.

8.4.6 Preservation of existing trees and vegetation, and the storm water ponds and wetlands located on or adjacent to the Property.

8.5 Special Standards In addition to general standards approved by the A.R.C., the following specific restrictions and requirements shall apply:

8.5.1 Only one Dwelling shall be permitted within a Unit. Notwithstanding the foregoing, an Accessory Residential Space to the extent permitted by the City and the Neighborhood Governing Documents, and approved by the A.R.C. is permitted.

8.5.2 A Neighborhood Developer, Neighborhood Declarant or builder who purchases a Unit for the purpose of erecting a Dwelling thereon, may use the Dwelling as a model home subject to (i) approval by the Master Developer and (ii) compliance with any applicable City requirements.

8.5.3 Dwellings and other Improvements located within a Unit shall comply with the applicable City set-backs and other state and local building requirements.

8.5.4 All fences shall be subject to approval by the A.R.C.

8.5.6 Weather permitting, driveways shall be hard surfaced with asphalt, concrete or pavers as soon as possible after substantial completion of the Dwelling located within the Unit.

8.5.7 Unless otherwise replaced by the Owner's Neighborhood Association, Owners are required to replace any damaged or diseased trees within the Owner's Unit or in the public right of way adjacent to the Unit with a similar species, or a native species approved by the A.R.C., after expiration of any warranty on such trees.

8.6 Notice of Decision The A.R.C. shall approve or disapprove the application and notify the applicant in writing within forty-five days following the receipt of the application and all other required information. The notice shall state the approval or denial of the application, or any qualifications or conditions of approval. If the A.R.C. disapproves the application, it shall state the grounds upon which the disapproval is based. Any applicant may appeal the decision of the A.R.C. to the Master Board within thirty days of the A.R.C.'s decision. The Master Board shall make its determination and notify the applicant within thirty days of receipt of the appeal. The determination of the Master Board shall be final and binding upon the applicant; provided, that no Improvement shall be erected or shall be allowed to remain which violates any of the covenants, conditions or restrictions contained in this Master Declaration, or which violates any governmental law, zoning or building ordinance, or regulation.

8.7 Exception and Variances.

8.7.1 Notwithstanding anything to the contrary in this Section 8, the installation of satellite dishes and antennas, shall be governed by federal law.

8.7.2 The A.R.C. may, in its sole discretion, grant variances from the requirements contained in Section 8 or otherwise established by the A.R.C., on a case by case basis; provided, that the variance sought (i) involves unique circumstances, (ii) is reasonable, (iii) does not impose a hardship upon other Owners, and (iv) does not violate any governmental law, ordinance, code or regulation. The granting of such a variance by the A.R.C. shall not nullify or otherwise affect the A.R.C.'s right to require strict compliance with its requirements on any other occasion.

8.8 Certificate of Compliance Prior to the use or occupancy of any Improvement the builder or prospective users shall obtain a Certificate of Compliance from the A.R.C., certifying that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved by the A.R.C. The A.R.C. may, from time to time, delegate to a member or members of the A.R.C., or to the Master Association manager, the responsibility for issuing Certificates of Compliance.

8.9 Remedies for Violations. The A.R.C., and any agent or member of the A.R.C., has the right of entry and inspection upon any portion of the Property for the purpose of determining whether there is compliance with the applicable architectural standards. The Master Association may undertake any measures, legal or administrative, to enforce compliance with this Section and shall be entitled to recover from any Person causing or permitting the violation all attorneys' fees and costs of enforcement incurred by the A.R.C. and Master Association, whether or not a legal action is started. Such attorneys' fees and costs shall be a lien against the Owner's Unit and a personal obligation of the Owner. In addition, the Master Association shall, upon thirty days' notice, have the right to enter the Owner's Unit and to restore any part of the Dwelling, building or Property to its prior condition if any alterations were made in violation of this Section, and the cost of such restoration, and any professional, administrative or other fees or costs incurred in connection with the Master Association's remedial actions, shall be a personal obligation of the Owner and a lien against the Owner's Unit. The A.R.C. may, in addition to its other remedies, record against the Unit, in the public records of the county, a Certificate of Noncompliance stating that the Improvements fail to meet applicable architectural standards.

8.10 Review Fees. The A.R.C. may adopt a schedule of reasonable fees for processing applications for architectural approval. The fees, if any, shall be payable to the Master Association at the time that the application is submitted to the A.R.C.

8.11 Master Developer Exemption. Notwithstanding anything contained herein to the contrary, any Improvements of any nature at any time made or approved by the Master Developer, including, without limitation, Improvements made or to be made to the Master Common Elements, Neighborhood Property or Additional Property, shall not be subject to the review or other procedures of the A.R.C., but such Improvements shall comply with the plan of development approved by the City.

8.12 No Representation of Compliance/Indemnification. Approval of plans and specifications by the A.R.C. does not represent or guaranty that the plans and specifications will, if followed, result in properly designed Improvements, nor that any Dwelling or other Improvement built in accordance therewith is built in a good and workmanlike manner. The

Master Developer, the Master Association, and the A.R.C. are not liable for any defects in any plans or specifications submitted or approved; any loss or damages to any person arising out of the approval or disapproval of any plans or specifications; any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances or regulations; nor any defects in construction undertaken pursuant to such plans and specifications. Each Person submitting an application for approval is solely responsible for the sufficiency of the plans and specifications submitted and for the quality of construction of the Improvements constructed, and shall hold harmless, indemnify and defend the Master Developer, the Master Association, the A.R.C., the A.C.C. and the Neighborhood Associations, and their respective officers, directors, committee personnel and agents, from and against all claims, damages and other liabilities arising out of the approval or construction of the Improvements to which the application relates.

8.13 Additional Standards. The A.R.C. is authorized to promulgate from time to time additional written architectural standards, guidelines and other regulations governing the construction, location, landscaping and design of Improvements, the contents of plans and specifications, and other information required to comply with this Section 8. Any such publications by the A.R.C. shall be binding and enforceable against all Persons with the respect to all Improvements subject to approval by the A.R.C.

SECTION 9

MAINTENANCE OBLIGATIONS

9.1 Master Association Obligations. The Master Association is obligated to, or may as indicated, provide the following maintenance:

9.1.1 Maintain, repair and replace the Master Common Elements, including all Improvements thereon.

9.1.2 Maintain, repair and replace the main, common entrance signs and related monuments identifying Heritage Greens of Hudson and the Neighborhoods, whether located on or adjacent to the Property.

9.1.3 Maintain the storm water ponds and storm sewer/storm water management utilities, not dedicated to the public, located upon the Master Common Elements, but excluding storm water drainage pipe and storm water control devices.

9.1.4 If not performed or provided by the City, provide and pay for utility service to ornamental public lighting, if any, installed within or adjacent to the right-of-way areas of publicly dedicated streets adjacent to and serving the Property and maintain, repair and replace such ornamental lighting standards, lights and systems.

9.1.5 Maintain, repair and replace mailbox kiosks, including associated lighting and trash receptacles, located on the Property.

9.1.6 In its discretion, maintain, repair and replace landscaping and other Improvements (other than those maintained by the City), on median and right-of-way areas of public streets adjacent to and serving the Property

9.1.7 Maintain, repair and replace the underground irrigation system and related equipment providing irrigation to the lawns in the Master Common Elements and the boulevards between the public sidewalks and public streets serving the Property

9.1.8 If any Neighborhood Association, Owner or Occupant fails, in the judgment of the Master Board, to provide maintenance required to be provided by the Neighborhood Association or an Owner or Occupant as set forth in Section 9.2 or in the relevant Neighborhood Governing Documents, the Master Association may provide written notice to the responsible Neighborhood Association, Owner or Occupant specifying the maintenance required to be performed, and demanding that such maintenance be performed within thirty days of said written notice, or if such maintenance cannot reasonably be performed within thirty days, a reasonable period of time necessary to complete and perform such maintenance. If the responsible Neighborhood Association, Owner or Occupant fails to provide the specified maintenance within the period stated in the written notice, the Master Association may, in its discretion, undertake such maintenance which the responsible Neighborhood Association, Owner or Occupant fails to or improperly performs and charge and assess the Neighborhood Association, if the maintenance was the responsibility of the Neighborhood Association, or the Owner if the maintenance was the responsibility of the Owner or Occupant, for the cost thereof. If the cost is assessed against an Owner, such cost shall be a personal obligation the Owner and a lien against the Owner's Unit.

Notwithstanding anything to the contrary in the Master Governing Documents, the expense of any maintenance, repair or reconstruction of the Property or other areas maintained by the Master Association necessitated by the acts or omissions of an Owner or Occupant shall be paid by the responsible Owner

9.2 Neighborhood Association and Owner Obligations The obligations of the Owners and Neighborhood Associations are as follows:

9.2.1 Neighborhood Associations shall maintain, repair or replace their respective Neighborhood Property

9.2.2 Unless delegated to its Owners and Occupants by the Neighborhood Association or the Neighborhood Governing Documents, each Neighborhood Association shall:

9.2.2.1 Mow and otherwise maintain the boulevards (except sidewalks) adjacent to their Neighborhood Property, including but not limited to maintaining, trimming and replacing trees located in the boulevard adjacent the Neighborhood Property. Any tree located in the boulevard

adjacent to the Neighborhood Property that dies or is otherwise destroyed shall be replaced by the Neighborhood Association with a tree of the same species and of reasonable size.

9.2.2.2 Remove snow from the part of any public sidewalk within the right-of-way areas of the public streets adjacent to the Neighborhood Property

9.2.2.3 Maintain all drainage easements within the Neighborhood Property as shown on the recorded plat for the Neighborhood Property or as described in other recorded instruments in a condition that will continuously permit the free flow of water over the drainage easement without change of direction or impediment.

If any of the duties imposed in this subsection 9.2.2 is delegated by the Neighborhood Governing Documents or Neighborhood Association to the Owners or Occupants, the Owners and Occupants shall perform such duties, but such delegation shall not relieve the Neighborhood Association from primary responsibility for such duty

9.2.3 Owners shall maintain, repair and replace their Units to the extent required by the Neighborhood Governing Documents for the Neighborhood in which the Unit is located, and shall pay for any damage to the Property caused by their acts or omissions, or the acts or omissions of their families or invitees.

9.3 City Right to Maintain. In the event the Master Association fails to perform any of its obligations as set forth in subsections 9.1.1 through 9.1.4 above, the City may provide written notice to the Master Association regarding the Master Association's failure to perform its obligations, which notice shall specifically describe the maintenance, repair or replacement which the Master Association has failed to provide. If the Master Association fails to provide the maintenance, repair or replacement described in the City's notice within thirty (30) days following the Master Association's receipt of the City's notice, the City may, but shall not be obligated, to enter upon Property and perform the maintenance, repair or replacement described in the City's notice. The costs and expenses incurred by the City in performing such maintenance, repair or replacement shall be deemed for the benefit of all Units constituting part of the Property, notwithstanding that said work was performed only on the Common Property, and shall be considered a special charge pursuant to Wisconsin Statutes Section 66.0627 which may at the City's option be charged back proratably against the property tax bill of each Unit constituting a part of the Property. The City shall have no liability for property damage or personal injury that may result from its work performed pursuant to this provision, except for damage or injury caused by the negligent or intentional acts of the City, its agents, employees or contractors, subject to all defenses, immunities and liability limitations available to the City under Wisconsin law.

SECTION 10

INSURANCE AND RECONSTRUCTION

The Master Association shall obtain and maintain the following insurance relating to the Property:

10.1 Property Insurance. Property insurance in broad form, covering all risks of physical loss, for the full insurable replacement value of any insurable Improvements located on the Master Common Elements. The property insurance policy shall provide such other coverages, limits and deductibles as the Master Board deems reasonable, subject to any greater requirements imposed by the Act.

10.2 General Liability Insurance. Public liability insurance covering the Master Common Elements, and the activities of the Master Association and its officers, directors, volunteers or employees in connection with the performance of their duties. The public liability insurance policy shall provide such coverage, limits and deductibles as the Master Board deems reasonable.

10.3 Other Insurance. Such other types and amounts of insurance as may be determined by the Master Board to be necessary or desirable, including without limitation, property insurance, officers and directors' liability insurance, and insurance or fidelity bonds covering dishonest acts by those Persons having control or custody of the Master Association's funds.

10.4 Master Association as Trustee/Premiums. All insurance coverage obtained by the Master Board shall be written in the name of the Master Association as trustee for the Owners or Neighborhood Associations, as applicable. The premiums for the insurance shall be a Master Common Expense. The Master Board shall have exclusive authority to negotiate, settle and adjust claims under all policies obtained by the Master Association.

10.5 Policy Requirements. Insofar as permitted by law, the Master Association shall be required to make every effort to secure insurance policies with the following provisions and endorsements, if reasonably available:

10.5.1 Policies shall be written with a company licensed to do business in the State of Wisconsin and holding a rating of A-X1 or better in such financial categories as established by Best's Insurance Reports, if such a company is available, or if not available, its equivalent rating or the best rating possible.

10.5.2 Policies shall contain a waiver by the insurer of its right to cancel without first giving thirty days' prior written notice of such cancellation to the Master Association.

10.5.3 No policy or coverage shall be brought into contribution with insurance purchased by Owners, or Neighborhood Associations, and all policies shall contain appropriate provisions to that effect.

10.5.4 Policies shall contain a waiver of subrogation by the insurer as to any claims against the Master Association or Neighborhood Associations, and their directors and officers, the Owners, and the Master Association's manager, if any.

10.5.5 Policies shall contain a provision that no policy may be canceled, invalidated, or suspended on account of the conduct of one or more of the Owners or Neighborhood Associations, or on account of the acts of any director, officer, employee, or agent of the Master Association or of its manager, without prior demand in writing delivered to the Master Association to cure the defect and the allowance of a reasonable time thereafter within which to cure the defect.

10.5.6 Liability insurance shall contain cross-liability endorsements to cover liability of the Master Association to an Owner and shall also name the Master Developer as an additional insured for so long as the Master Developer owns any part of the Property.

10.6 Damage or Destruction to Improvements. The repair and reconstruction of damaged or destroyed Improvements to the Master Common Elements shall promptly be undertaken by the Master Association. The repair and reconstruction of damaged or destroyed Improvements located on Neighborhood Property shall promptly be undertaken in accordance with the requirements and procedures contained in the Neighborhood Governing Documents for the Neighborhood in question.

SECTION 11

COMPLIANCE AND REMEDIES

11.1 Entitlement to Relief The Master Association has authority to commence legal action to recover sums due, for damages, for injunctive relief, or any combination thereof, or an action for any other relief authorized by the Master Governing Documents or available at law or in equity. Legal relief may be sought by the Master Association against any Member or Owner, or by a Member against the Master Association or another Member or Owner, to enforce compliance with the Master Governing Documents, the Master Rules, the Act or the decisions of the Master Association. However, no Neighborhood Association may withhold any Master Assessments and no Owner may withhold any assessment made by a Neighborhood Association, or take or omit other action in violation of the Master Governing Documents, the Master Rules, the Neighborhood Governing Documents or the Act as a measure to enforce such Person's position, or for any other reason.

11.2 Remedies In addition to any other remedies, express or implied, administrative or legal, the Master Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners or Members who violate the provisions of the Master Governing Documents, Master Rules or the Act:

11.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

11.2.2 Impose late charges of up to the greater of \$20, or 15% of the amount past due, for each past due Master Assessment or installment thereof, and impose interest at the highest rate permitted by law on all such unpaid amounts from the due date

11.2.3 If any Master Assessment or installment thereof becomes more than thirty days past due, all remaining installments of assessments assessed against the Member may be accelerated by the Master Association, and shall then be payable in full together with all costs of collection and late charges. Ten days' advance written notice of the acceleration shall be given to the defaulting Person.

11.2.4 Impose reasonable fines, penalties or charges for each violation of the Master Governing Documents, the Master Rules, or the Act

11.2.5 Suspend the rights of any Member to vote when the Member is in violation of the Master Governing Documents, the Master Rules or the Act.

11.3 Rights to Hearing Before the imposition of any of the remedies authorized by Section 11.2.4 or 11.2.5, the Master Board shall, upon written request of the offender, grant to the offender an opportunity for a fair and equitable hearing. The hearing shall be held before a committee of three or more disinterested Owners appointed by the Master Board (the "Hearing Committee"). The offender shall be given notice of the nature of the violation and the right to a hearing, and at least ten days within which to request a hearing. The hearing shall be held within thirty days of receipt of the hearing request, and with at least ten days' notice to the offender. If the offender fails to appear at the hearing, then the right to a hearing shall be waived and the Hearing Committee may take such action as it deems appropriate. The decision of the Hearing Committee, and the rules for the conduct of hearings established by the Hearing Committee, shall be final and binding on all parties. The resulting decision shall be delivered in writing to the offender within ten days following the hearing, if not delivered to the offender at the hearing.

11.4 Liability for Owners' and Members' Acts. A Member, Owner or Occupant shall be liable for the expense of any maintenance, repair or replacement of the Property arising out of their acts or omissions, or the acts or omissions of their invitees to the extent that such expense is not covered by the proceeds of insurance.

11.5 Costs and Attorneys Fees With respect to or any measures, legal, administrative, or otherwise, which the Master Association takes to enforce the provisions of the Master Governing Documents, the Act or the Master Rules, the offender shall promptly pay or reimburse the Master Association for any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the Master Association, fees of attorneys and other professionals, court costs and collection agency contingent fees.

SECTION 12

MASTER DEVELOPER RIGHTS

The Master Developer hereby reserves exclusive and unconditional authority to exercise the following Master Developer Rights for as long as it owns a part of the Property or has the right to subject any Additional Property to the Property, or for such shorter period as may be specifically indicated:

12.1 Complete Improvements. To complete all Improvements to the Property contemplated by the Master Developer's development plans, allowed by the Master Declaration or approved by the City, and to make alterations in the Master Common Elements, or in Units owned by it, to accommodate its activities.

12.2 Sales Facilities. To construct, operate and maintain a sales office, management office, models and other development, sales and rental facilities within any part of the Property owned by the Master Developer.

12.3 Signs. To construct and maintain signs and other sales displays offering parts of the Property or Additional Property for sale, on any part of the Property owned by it or subject to its easement rights.

12.4 Easements. To have and use reasonable access easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Property for the purpose of exercising its Master Developer Rights.

12.5 Control the Master Association. To control the operation and administration of the Master Association, including without limitation the power to appoint and remove the members of the Master Board, until the earliest of: (i) voluntary surrender of control by the Master Developer, (ii) sixty days after the date when a majority of the directors on seventy-five percent of the Neighborhood Boards may be elected by the members of their respective Neighborhood Associations, or (iii) the date ten years following the date of recording of the Master Declaration

12.6 Add, Relocate and Subdivide Property. To add Additional Property, and to combine or subdivide parts of the Property, as described in Section 13.

12.7 Approval of Certain Amendments. As long as the Master Developer owns any part of the Property, or has the unexpired right to subject any Additional Property to this Master Declaration, the Master Developer's written approval shall be required for any amendment or other change to the Master Governing Documents, any Neighborhood Governing Documents or any Master Rules

SECTION 13

RIGHTS TO ADD PROPERTY, CREATE, COMBINE AND SUBDIVIDE

13.1 Master Developer's Rights to Add Additional Property. The Master Developer hereby expressly reserves the exclusive right to add Additional Property to the Property, by unilateral action, subject to the following conditions:

13.1.1 The right of the Master Developer to add Additional Property to the Property shall terminate ten years after the date of recording of this Master Declaration or upon earlier express written withdrawal of such right by the Master Developer or a successor the Master Developer; provided, that said rights may be extended by a vote of the Members.

13.1.2 The Additional Property may be added to the Property in parcels of any size and configuration determined by the Master Developer, subject to any governmental requirements.

13.1.3 There are no assurances as to the times at which any part of the Additional Property will be added to the Property, the order in which it will be added, the number of parcels per phase nor the size of the parcels. The Master Developer has no obligation to add the Additional Property to the Property, and may develop it for any purpose consistent with the applicable governmental requirements.

13.1.4 Any Dwellings, buildings and other structures, erected upon any Additional Property which is added to the Property shall be compatible with the existing Dwellings and structures which are located in the same Neighborhood in terms of quality of construction and principal materials employed in construction; subject (i) to any changes required by governmental authorities or lenders and (ii) to any changes authorized by the Master Developer, or jointly by the Master Developer and a Neighborhood Developer or Neighborhood Declarant, to meet changes in the market or availability of materials.

13.2 Master Developer Rights to Create and Change Neighborhoods and Units. The Master Developer shall have the right to (i) combine, subdivide or relocate the boundaries between, Units owned by it; (ii) combine or subdivide Neighborhoods; or (iii) replat outlots subject to this Master Declaration and create new Neighborhood Property or Master Common Elements therefrom, as provided in this Section. Subject only to approval by the City, the Master Developer may take such action while it owns the property in question or thereafter as provided in this Section, subject to the following requirements:

13.2.1 The creation, combination or subdivision of a Neighborhood or of a Unit shall comply with all governmental laws, codes and regulations applicable to the transaction

13.2.2 Any membership accruing to an affected Neighborhood shall, if necessary, be reallocated as determined by the Master Board

13.2.3 The creation, relocation, combination or subdivision shall be accomplished by recording an amendment to the Master Declaration, as needed, and shall be for purposes consistent with those set forth in the Master Governing Documents.

13.3.4 If the change involves Neighborhood Property then the approval of the Neighborhood Association shall be required

13.2.5 The Neighborhood Governing Documents of any affected Neighborhoods shall be amended, if necessary to reflect the changes

13.3 Transfer of Master Developer Rights. Some or all of the Master Developer Rights may be voluntarily transferred, temporarily or permanently, by the Master Developer by a separate instrument signed by the Master Developer and the transferee, and recorded against the portions of the Property and Additional Property owned by the Master Developer or the transferee and affected by the transfer.

13.4 Rights and Obligations of the Master Developer. Upon transfer of any the Master Developer Rights, the liability of the Master Developer shall be as follows:

13.4.1 The Master Developer shall be liable for any obligation or liability arising out of its acts or omissions occurring before the transfer.

13.4.2 The Master Developer shall be liable for any obligation or liability relating to any Master Developer Rights retained by the Master Developer.

13.4.3 The Master Developer shall not be liable for any act or omission arising from the exercise of Master Developer Rights by the transferee of the Master Developer Rights

13.5 Rights and Obligations of Successor of the Master Developer. Any transferee of the Master Developer Rights shall be entitled to exercise such Master Developer Rights from and after the date of recording of the instrument transferring the rights. The transferee shall thereafter be subject to all of the obligations with respect to the rights transferred; except (i) misrepresentations of the Master Developer; (ii) warranty obligations of the Master Developer; (iii) breach of fiduciary obligations by the Master Developer or by any officers or members of the Master Board appointed by the Master Developer, (iv) any liability or obligation imposed on the Master Developer as a result of the Master Developer's acts or omissions after the transfer; and (v) any liability arising out of any Master Developer Rights retained by the Master Developer.

SECTION 14

AMENDMENTS

This Master Declaration may be amended by recording an amendment in the office of the applicable county recording officer, subject to the following requirements:

14.1 Approvals The amendment shall be approved as follows:

14.1.1 The amendment shall be approved by Members holding at least sixty-seven percent of the votes of all Members where approval by the approving Members is obtained by the affirmative vote of the Neighborhood Directors holding at least sixty-seven percent of the votes of all Neighborhood Directors of the Neighborhood Board.

14.1.2 An amendment which affects any rights or obligations of the Master Developer, a Neighborhood Developer or Neighborhood Declarant, shall be approved in writing by the Master Developer so long as the Master Developer owns an unsold Unit or has the right to subject Additional Property to this Master Declaration.

14.1.3 Any amendment of Sections 9.1.1 through 9.1.4, 9.3 or any provision which abolishes, diminishes, restricts or otherwise changes rights or obligations granted to or assumed by the City under this Master Declaration, shall be approved in writing by the City.

14.2 Recording/Binding Effect. All amendments shall be recorded, and shall run with the Property and bind the Property for the same period and to the same extent as do the covenants and restrictions set forth herein.

14.3 Affidavit of Compliance. An affidavit by the President or Secretary of the Master Association as to the outcome of the vote or the execution of any written approvals shall be adequate evidence thereof for all purposes, including without limitation the recording of the amendment.

SECTION 15

INDEMNIFICATION

The Master Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Master Association, pursuant to the provisions of Wisconsin Statutes 181.0871 to 181.0889.

SECTION 16

MISCELLANEOUS

16.1 Governmental Assessments If a City or any other governmental authority levies an assessment under the applicable Wisconsin Statutes for public improvements to property adjoining the Property, if such improvements benefit substantially all of the Property, and if the assessment is levied against fewer than all of the Units, then the Master Association shall assess and allocate against those Neighborhoods with Units which were not assessed by the governmental authority a share of the assessment, and reimburse the owners of the Units against which the assessment was levied, such that all Units are paying substantially an equal share of the assessment

16.2 Severability. If any term, covenant, or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this instrument or exhibits

16.3 Construction. The Master Governing Document shall be construed in accordance with the laws of the state of Wisconsin. Where applicable, the masculine gender of any word shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

16.4 Notices. Unless specifically provided otherwise in the Master Governing Documents or the Act, all notices required to be given by or to the Master Association, the Master Association officers, an Owner or Occupant, or a Member, shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail, except as expressly provided otherwise in the Master Governing Documents

16.5 Conflicts Among Documents. In the event of any conflict among the provisions of the Act, the Master Declaration, the Master Bylaws or any Master Rules approved by the Master Association, the Act shall control unless it permits the documents to control. As among the Master Declaration, Master Bylaws and Master Rules, the Master Declaration shall control, and as between the Master Bylaws and the Master Rules, the Master Bylaws shall control. The Master Governing Documents shall control as against any Neighborhood Governing Documents or Neighborhood Rules. Where there is a conflict between the Master Rules and Neighborhood Rules, the more restrictive shall control.

16.6 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Master Declaration shall be perpetual, subject only to termination as provided in this Master Declaration or the Act

IN WITNESS WHEREOF, the undersigned has executed this instrument the day and year first set forth above

BrightKEYS DEVELOPMENT CORPORATION, a Minnesota corporation

By: Donna M. Caywood
Title: Treasurer

STATE OF Minnesota)
) ss
COUNTY OF Ramsay)

The foregoing instrument was acknowledged before me this 11 day of February, 2004, by Donna M. Caywood, the Treasurer of BrightKEYS Development Corporation, a Minnesota corporation, on behalf of said entity.

Mallory Green
Notary Public

This instrument was drafted by:
J. Patrick Brinkman, Esq.
Felhaber, Larson, Fenlon & Vogt, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, Minnesota 55402
(612) 373-8420



U 2508P 550

EXHIBIT A TO MASTER DECLARATION

HERITAGE GREENS OF HUDSON

DESCRIPTION OF PROPERTY

Lots 1 through 40 and Outlots 1, 2 and 3, Heritage Greens, St. Croix County, Wisconsin;

U, 2508P 551

**EXHIBIT B TO MASTER DECLARATION
HERITAGE GREENS OF HUDSON
DESCRIPTION OF MASTER COMMON ELEMENTS**

Outlots 1, 2 and 3, Heritage Greens, St. Croix County, Wisconsin.

EXHIBIT C TO MASTER DECLARATION

HERITAGE GREENS OF HUDSON

DESCRIPTION OF ADDITIONAL PROPERTY

S ½ of SW ¼ of SW ¼; S ½ of SE ¼ of SW ¼; N ½ of SE ¼ of SW ¼; N ¼ of SW ¼ of SW ¼; NW ¼ of SW ¼; That part of the SW ¼ of NW ¼ lying Sly of the town road; That part of the SE ¼ of NW ¼ lying Sly of the town road except Certified Survey Map in Vol. 6, Page 1510 and the NE ¼ of SW ¼ except Certified Survey Map in Vol 6, Page 1510 and is to all parts herein except part to State of Wisconsin, Department of Transportation dated June 23, 1995, recorded July 18, 1995 in Vol. 1131, Page 116, Doc. No. 531406 and in Vol. 1131, Page 119, Doc. No. 531407, all in Section 33, Township 29 North, Range 19 West, St. Croix County, Wisconsin, but excluding that part thereof platted as Heritage Greens, St. Croix County, Wisconsin;

and

That parcel of land located in the SW ¼ of the SW ¼ of Section 33, T29N, R19W, City of Hudson, St. Croix County, Wisconsin, more fully described as follows:

Commencing at the SW corner of said Section 33:

Thence N00°20'14"E along the west line of the SW ¼, 25.08' to the POINT OF BEGINNING:

Thence continuing N00°20'14"E along said line 695.81';

Thence N83°36'43"E 176.91';

Thence southeasterly 52.95' along the arc of a 200.00' radius curve concave easterly and having a long chord that bears S13°58'23"E 52.80';

Thence S21°33'28"E 81.10';

Thence southerly 104.13' along the arc of a 225.00' radius curve concave westerly and having a long chord that bears S08°17'58"E 103.20';

Thence S85°33'01"E 146.27';

Thence easterly 38.63' along the arc of a 43.00' radius curve concave southwesterly and having a long chord that bears S59°48'53.5"E 37.34';

Thence S34°04'46"E 195.07';

Thence S69°44'09"W 197.60';

Thence S36°45'18"E 234.83' to a point on the northerly right-of-way line of Hanley Road;

Thence S85°25'24"W along said line 481.46' to the point of beginning.

HERITAGE GREENS OF HUDSON
CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee") is a mortgagee of all or part of the real property described in the Master Declaration of Heritage Greens of Hudson (the "Declaration") by a certain Mortgage recorded in the office of the St. Croix County Recorder as Document No. 697152 (the "Mortgage"). Mortgagee hereby consents to and joins in this Master Declaration; provided, that by consenting to and joining in this Master Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Master Developer as defined in the Master Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Master Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 9th day of JANUARY, 2004.

CITIZENS STATE BANK
a ~~Minnesota~~ corporation
WISCONSIN

By: [Signature]
Its: [Signature]

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

The foregoing instrument was acknowledged before me this 9th day of JANUARY, 2004, by ALLEN J. OMERNIK, the EFF of CITIZENS STATE BANK, a ~~Minnesota~~ corporation, on behalf of said corporation WISCONSIN

DANIEL G. SCHMIT
Notary Public
State of Wisconsin

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J Patrick Brinkman, Esq
Felhaber, Larson, Fenlon & Vogt, P.A
225 South Sixth Street, Suite 4200
Minneapolis, Minnesota 55402
(612) 373-8420

Notary Public-State of Wisconsin
My Commission Expires Oct. 15, 2006

**CONSENT TO MASTER DECLARATION
(Owner)**

HERITAGE GREENS OF HUDSON

The undersigned, the owner of Lots 3, 26 and 27, Heritage Greens, St. Croix County, Wisconsin, hereby consents to the Master Declaration of Heritage Greens of Hudson to which this Consent is attached; provided, that by executing this Consent, the undersigned does not in any manner constitute itself or obligate itself as a Master Developer as defined in said Master Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 9th day of January, 04.

BLAKE BUILDERS, INC.,
a Minnesota corporation

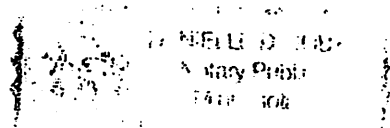
By [Signature]
Its pres.

STATE OF MINNESOTA)
) ss.
COUNTY OF Wash.)

The foregoing instrument was acknowledged before me this 9th day of Jan., 04, by Phillip Soby, the pres. of Blake Builders, Inc., a Minnesota corporation, on behalf the corporation.

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
Felhaber, Larson, Fenlon & Vogt, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, Minnesota 55402
(612) 373-8420



**HERITAGE GREENS OF HUDSON
CONSENT AND JOINDER BY MORTGAGEE**

The undersigned (the "Mortgagee") is a mortgagee of Lots 3, 26 and 27, Heritage Greens, St. Croix County, Wisconsin, part of that real property described in the Master Declaration of Heritage Greens of Hudson (the "Declaration") by a certain Mortgage recorded in the office of the St. Croix County Recorder as Document No. _____ (the "Mortgage") Mortgagee hereby consents to and joins in this Master Declaration; provided, that by consenting to and joining in this Master Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Master Developer as defined in the Master Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Master Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 19th day of January, 2004.

By: _____
Robert J. Machacek
 Its: Chief Operating Officer

STATE OF MINNESOTA)
) ss
 COUNTY OF DITON)

The foregoing instrument was acknowledged before me this 19th day of JANUARY, 2004, by Robert J. Machacek, the C.O.O. of Lakeland Construction Finance, LLC a _____, on behalf of said corporation.

Debra D. Meinders
 Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
 J. Patrick Brinkman, Esq.
 Felhaber, Larson, Fenlon & Vogt, P.A.
 225 South Sixth Street, Suite 4200
 Minneapolis, Minnesota 55402
 (612) 373-8420



**CONSENT TO MASTER DECLARATION
(Owner)**

HERITAGE GREENS OF HUDSON

The undersigned, the owner of Lots 2, 34, 35, 36, 37, 38, 39, and 40, Heritage Greens, St Croix County, Wisconsin, hereby consents to the Master Declaration to which this Consent is attached; provided, that by executing this Consent, the undersigned does not in any manner constitute itself or obligate itself as a Master Developer as defined in said Master Declaration.

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed on the 7TH day of JANUARY, 2004.

TODD ALLEN HOMES, INC.,
a Minnesota corporation

By [Signature]
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 7TH day of JANUARY, 2004, by TODD BJERSTEDT, the PRESIDENT of Todd Allen Homes, Inc., a Minnesota corporation, on behalf the corporation

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
Felhaber, Larson, Fenlon & Vogt, P.A
225 South Sixth Street, Suite 4200
Minneapolis, Minnesota 55402
(612) 373-8420



U 2508P 557


HERITAGE GREENS OF HUDSON

CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee") is a mortgagee of Lots 2, 34, 35, 36, 37, 38, 39, and 40, Heritage Greens, St. Croix County, Wisconsin, part of that real property described in the Master Declaration of Heritage Greens of Hudson (the "Declaration") by a certain Mortgage recorded in the office of the St. Croix County Recorder as Document No. 727092, 744132, 749133 (the "Mortgage") Mortgagee hereby consents to and joins in this Master Declaration; provided, that by consenting to and joining in this Master Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Master Developer as defined in the Master Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Master Declaration, until released or satisfied.


IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 9TH day of JANUARY, 2004.

CITIZENS STATE BANK

By: 
Its: SVP

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

The foregoing instrument was acknowledged before me this 9TH day of JANUARY, 2004, by DARYL STANDAFEE, the SVP of Citizens State Bank, a WISCONSIN CORP., on behalf of said corporation.


Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq
Felhaber, Larson, Fenlon & Vogt, P A.
225 South Sixth Street, Suite 4200
Minneapolis, Minnesota 55402
(612) 373-8420

ALLEN J. OMERNIK
Notary Public
State of Wisconsin

CONSENT TO MASTER DECLARATION
(Owner)

HERITAGE GREENS OF HUDSON

The undersigned, the owner of Lot 23, Heritage Greens, St. Croix County, Wisconsin, hereby consents to the Master Declaration of Heritage Greens of Hudson to which this Consent is attached; provided, that by executing this Consent, the undersigned does not in any manner constitute itself or obligate itself as a Master Developer as defined in said Master Declaration.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed on the 7 day of January, 2004.

BARRINGTON HOMES, INC.,
a Minnesota corporation

By [Signature]
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 7 day of January, 2004, by Mark SOVA, the President of Barrington Homes, Inc., a Minnesota corporation, on behalf the corporation.

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq
Felhaber, Larson, Fenlon & Vogt, P.A.
225 South Sixth Street, Suite 4200
Minneapolis, Minnesota 55402
(612) 373-8420



HERITAGE GREENS OF HUDSON

CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee") is a mortgagee of Lot 23, Heritage Greens, St. Croix County, Wisconsin, part of that real property described in the Master Declaration of Heritage Greens of Hudson (the "Declaration") by a certain Mortgage recorded in the office of the St Croix County Recorder as Document No. 734243 ~~1734244~~ (the "Mortgage") Mortgagee hereby consents to and joins in this Master Declaration; provided, that by consenting to and joining in this Master Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Master Developer as defined in the Master Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien on the property described therein, prior to any Assessment liens or other liens imposed under the Master Declaration, until released or satisfied

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 9TH day of JANUARY, 2004.

CITIZENS STATE BANK

By: [Signature]
Its: [Signature]

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

The foregoing instrument was acknowledged before me this 9TH day of JANUARY, 2004, by ALLEN J. OMERNIK, the CEO of Citizens State Bank, a WISCONSIN CORPORATION, on behalf of said corporation

DANIEL G SCHMIT
Notary Public
State of Wisconsin

[Signature]
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
J. Patrick Brinkman, Esq.
Felhaber, Latson, Fenlon & Vogt, P A.
225 South Sixth Street, Suite 4200
Minneapolis, Minnesota 55402
(612) 373-8420

Notary Public—State of Wisconsin
My Commission Expires Oct. 15, 2006

M 2695 P 584

779960

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

RECEIVED FOR RECORD

11/15/2004 01:00PM

COVENANTS
EXEMPT #

REC FEE: 27.00
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PAGES: 9

Document Number	Document Title
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After recording please return to: J. Patrick Brinkman, Esq. Felhaber, Larson, Fenlon & Vogt, P.A. 220 South Sixth Street, Suite 2200 Minneapolis, MN 55402	
<p style="text-align: center;"><u>736-2040-000-000</u> Parcel Identification Number (PIN)</p>	
<p style="text-align: center;">FIRST AMENDMENT TO HERITAGE GREENS OF HUDSON MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS</p>	

**FIRST AMENDMENT TO
HERITAGE GREENS OF HUDSON
MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

This First Amendment (the "Amendment") to the Master Declaration of Covenants, Conditions, Restrictions and Easements of Heritage Greens of Hudson (the "Master Declaration") is made this 11th day of November, 2004, by BrightKEYS Development Corporation, a Minnesota corporation (the "Master Developer") pursuant to the provisions of Section 13 of the Master Declaration.

WHEREAS, the Master Declaration was recorded in the office of the Register of Deeds of St. Croix County, Wisconsin as Document No. 754116; and

WHEREAS, Section 13.1 of the Master Declaration provides for the addition to the Property of Additional Property as defined in the Master Declaration, and grants to the Master Developer the authority to add said Additional Property to the Property; and

WHEREAS, Section 3.3 of the Master Declaration provides that a Neighborhood shall be created by, and the Units within a Neighborhood shall be subject to, a Declaration or similar recorded instrument containing covenants, conditions, restrictions and easements consistent with the Master Governing Documents; and

WHEREAS, the Master Developer, as a Neighborhood Declarant, intends to create on that Additional Property legally described in Exhibit D attached hereto, Heritage Greens Rowhouses, a single-family attached home neighborhood as a Neighborhood described in Section 3.3 of the Master Declaration; and

WHEREAS, Master Developer desires to add to the Property and subject to the Master Declaration the Additional Property legally on Exhibit D attached hereto.

NOW, THEREFORE, the undersigned hereby enacts this Amendment in accordance with the requirements of the Master Declaration for the purpose of adding that part of the Additional Property described in Exhibit D attached hereto to the Property, hereby declaring that said Additional Property shall be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens provided for in the Master Declaration and this Amendment, all of which shall be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, successors and assigns.

A. Description of Property.

Exhibit A to the Master Declaration, containing the legal description of the Property, shall be amended and replaced by Exhibit A attached hereto. All references to Exhibit A in the Master Declaration shall mean and refer to Exhibit A attached hereto.

B. Description of Master Common Elements.

Exhibit B to the Master Declaration containing the legal description of the Master Common Elements is attached hereto as Exhibit B.

C. Description of Additional Property.

Exhibit C to the Master Declaration, containing the legal description of the Additional Property, shall be amended and replaced by Exhibit C attached hereto. All references to Exhibit C in the Master Declaration shall mean and refer to Exhibit C attached hereto.

D. Reallocation of Voting Rights and Master Common Expense Obligations.

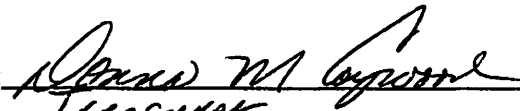
Voting Rights and Master Common Expense obligations shall be automatically reallocated among the members of the Master Association in accordance with the allocation requirements set forth in the Master Declaration and the Master Bylaws immediately upon the recording of this Amendment.

E. Applicability and Binding Effect.

This Amendment is effective upon recording in the applicable office of the Register of Deeds for St. Croix County, Wisconsin. Except as specifically modified by this Amendment, the Master Declaration shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Master Declaration, as amended herein, shall apply to the Additional Property added hereby and all Units created therein. Unless otherwise specifically set forth in this Amendment, all words and terms used in this Amendment shall have the same meaning as set forth in the Master Declaration.

IN WITNESS WHEREOF, the Master Developer has executed this instrument the day and year set forth above.

BRIGHTKEYS DEVELOPMENT CORPORATION, a
Minnesota corporation

By: 
Its: Treasurer

STATE OF Minnesota)
COUNTY OF Washington) ss.

The foregoing instrument was acknowledged before me this 10th day of Nov, 2004, by Donna M. Caywood, the Treasurer of BrightKEYS Development Corporation, a Minnesota corporation, on behalf of the corporation.

Lauren Hanley
Notary Public

THIS INSTRUMENT DRAFTED BY:
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)
220 South Sixth Street, Suite 2200
Minneapolis, MN 55402
(612) 373-8420



**EXHIBIT A TO FIRST AMENDMENT
TO MASTER DECLARATION OF
HERITAGE GREENS OF HUDSON**

Description of Property

Lots 1 through 40 and Outlots 1, 2 and 3, Heritage Greens, St. Croix County, Wisconsin;

and

Lots 41 through 91 and Outlot 4, Heritage Greens First Addition, St. Croix County, Wisconsin

NOTE: Each of the above-described Lots, excluding the Outlots, constitutes a Unit.

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**EXHIBIT B TO FIRST AMENDMENT
TO MASTER DECLARATION OF
HERITAGE GREENS OF HUDSON**

Description of Master Common Elements

Outlots 1, 2 and 3, Heritage Greens, St. Croix County, Wisconsin

**EXHIBIT C TO FIRST AMENDMENT
TO MASTER DECLARATION OF
HERITAGE GREENS OF HUDSON**

Description of Additional Property

Outlots 5, 6 and 7, Heritage Greens First Addition, St. Croix County, Wisconsin

and

S ½ of SW ¼ of SW ¼; S ½ of SE ¼ of SW ¼; N ½ of SE ¼ of SW ¼; N ¼ of SW ¼ of SW ¼; NW ¼ of SW ¼; That part of the SW ¼ of NW ¼ lying Sly of the town road except Lot 1 of Certified Survey Map in Vol. 1, Page 231; That part of the SE ¼ of NW ¼ lying Sly of the town road except Certified Survey Map in Vol. 6, Page 1510 and the NE ¼ of SW ¼ except Certified Survey Map in Vol. 6, Page 1510 and is to all parts herein except part to State of Wisconsin, Department of Transportation dated June 23, 1995, recorded July 18, 1995 in Vol. 1131, Page 116, Doc. No. 531406 and in Vol. 1131, Page 119, Doc. No. 531407, all in Section 33, Township 29 North, Range 19 West, St. Croix County, Wisconsin, but excluding that part thereof platted as Heritage Greens, St. Croix County, Wisconsin and that part thereof platted as Heritage Greens First Addition, St. Croix County, Wisconsin;

and

That parcel of land located in the SW ¼ of the SW ¼ of Section 33, T29N, R19w, City of Hudson, St. Croix County, Wisconsin, more fully described as follows:

Commencing at the SW corner of said Section 33:

Thence N00°20'14"E along the west line of the SW ¼, 25.08' to the POINT OF BEGINNING:

Thence continuing N00°20'14"E along said line 695.81';

Thence N83°36'43"E 176.91';

Thence southeasterly 52.95' along the arc of a 200.00' radius curve concave easterly and having a long chord that bears S13°58'23"E 52.80';

Thence S21°33'28"E 81.10';

Thence southerly 104.13' along the arc of a 225.00' radius curve concave westerly and having a long chord that bears S08°17'58"E 103.20';

Thence S85°33'01"E 146.27';

Thence easterly 38.63' along the arc of a 43.00' radius curve concave southwesterly and having a long chord that bears S59°48'53.5"E 37.34';

Thence S34°04'46"E 195.07';

Thence S69°44'09"W 197.60';

Thence S36°45'18"E 234.83' to a point on the northerly right-of-way line of Hanley Road;

Thence S85°25'24"W along said line 481.46' to the point of beginning.

2895 P 591

**EXHIBIT D TO FIRST AMENDMENT
TO MASTER DECLARATION OF
HERITAGE GREENS OF HUDSON**

Legal Description of Additional Property Added by Amendment

Lots 41 through 91 and Outlot 4, Heritage Greens First Addition, St. Croix County, Wisconsin

HERITAGE GREENS OF HUDSON
CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee") is the mortgagee of that Additional Property described in Exhibit D in that Amendment to Master Declaration of Heritage Greens of Hudson (the "Amendment") by a certain Mortgage recorded in the office of the St. Croix County Recorder as Document No. _____ (the "Mortgage"). Mortgagee hereby consents to and joins in this Amendment to Master Declaration; provided, that by consenting to and joining in this Amendment to Master Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Master Developer as defined in the Master Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien upon the property described therein, prior to any Assessment liens or other liens imposed under the Master Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 11 day of NOVEMBER, 2004.

CITIZENS STATE BANK
By [Signature]
Its ST

STATE OF Wisconsin)
COUNTY OF St. Croix) ss.

The foregoing instrument was acknowledged before me this 11 day of November, 2004, by Allen J. Omcenik, the Sec. VP of Citizens State Bank, a Corporation, on behalf of said entity.

Diane B Willert
Notary Public

DIANE B. WILLERT
Notary Public
State of Wisconsin

THIS INSTRUMENT DRAFTED BY:
FELHABER, LARSON, FENLON & VOGT, P.A.
J. Patrick Brinkman, Esq.
220 South Sixth Street, Suite 2200
Minneapolis, MN 55402
(612) 373-8420

2708 P 332

781606

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

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12/03/2004 11:40AM

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Document Number	Document Title
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<i>Parcel 236-2040-02-000</i> Parcel Identification Number (PIN)	
<p align="center"> SECOND AMENDMENT TO HERITAGE GREENS OF HUDSON MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS </p>	

**SECOND AMENDMENT TO
HERITAGE GREENS OF HUDSON
MASTER DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS**

This Second Amendment (the "Amendment") to the Master Declaration of Covenants, Conditions, Restrictions and Easements of Heritage Greens of Hudson (as amended from time to time the "Master Declaration") is made this 11th day of November, 2004, by BrightKEYS Development Corporation, a Minnesota corporation (the "Master Developer") pursuant to the provisions of Section 13 of the Master Declaration.

WHEREAS, the Master Declaration was recorded in the office of the Register of Deeds of St. Croix County, Wisconsin as Document No. 754116; and

WHEREAS, the Master Declaration was amended by that First Amendment to Heritage Greens of Hudson Master Declaration of Covenants, Conditions, Restrictions and Easements recorded in the office of the Register of Deeds of St. Croix County, Wisconsin as Document No. _____; and

WHEREAS, Section 13.1 of the Master Declaration provides for the addition to the Property of Additional Property as defined in the Master Declaration, and grants to the Master Developer the authority to add said Additional Property to the Property; and

WHEREAS, Master Developer desires to add to the Property and subject to the Master Declaration the Additional Property legally on Exhibit D attached hereto.

NOW, THEREFORE, the undersigned hereby enacts this Amendment in accordance with the requirements of the Master Declaration for the purpose of adding that part of the Additional Property described in Exhibit D attached hereto to the Property, hereby declaring that said Additional Property shall be held, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens provided for in the Master Declaration and this Amendment, all of which shall be binding upon all persons having or hereafter acquiring any right, title or interest therein, including their heirs, personal representatives, successors and assigns.

A. Description of Property.

Exhibit A to the Master Declaration, containing the legal description of the Property, shall be amended and replaced by Exhibit A attached hereto. All references to Exhibit A in the Master Declaration shall mean and refer to Exhibit A attached hereto.

B. Description of Master Common Elements.

Exhibit B to the Master Declaration containing the legal description of the Master Common Elements is attached hereto as Exhibit B.

C. Description of Additional Property.

Exhibit C to the Master Declaration, containing the legal description of the Additional Property, shall be amended and replaced by Exhibit C attached hereto. All references to Exhibit C in the Master Declaration shall mean and refer to Exhibit C attached hereto.

D. Reallocation of Voting Rights and Master Common Expense Obligations.

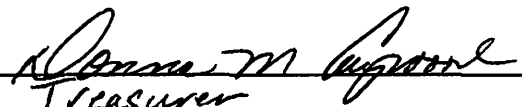
Voting Rights and Master Common Expense obligations shall be automatically reallocated among the members of the Master Association in accordance with the allocation requirements set forth in the Master Declaration and the Master Bylaws immediately upon the recording of this Amendment.

E. Applicability and Binding Effect.

This Amendment is effective upon recording in the applicable office of the Register of Deeds for St. Croix County, Wisconsin. Except as specifically modified by this Amendment, the Master Declaration shall remain in full force and effect, and all of the rights, benefits, restrictions and obligations conferred by the Master Declaration, as amended herein, shall apply to the Additional Property added hereby and all Units created therein. Unless otherwise specifically set forth in this Amendment, all words and terms used in this Amendment shall have the same meaning as set forth in the Master Declaration.

IN WITNESS WHEREOF, the Master Developer has executed this instrument the day and year set forth above.

BRIGHTKEYS DEVELOPMENT CORPORATION, a
Minnesota corporation

By: 
Its: Treasurer

STATE OF Minnesota)
) ss.
COUNTY OF Washington)

The foregoing instrument was acknowledged before me this 10th day of Nov., 2004, by Donna M. Caywood, the Treasurer of BrightKEYS Development Corporation, a Minnesota corporation, on behalf of the corporation.

Lauren Hanley
Notary Public

THIS INSTRUMENT DRAFTED BY:
FELHABER, LARSON, FENLON & VOGT, P.A. (JPB)
220 South Sixth Street, Suite 2200
Minneapolis, MN 55402
(612) 373-8420



**EXHIBIT A TO SECOND AMENDMENT
TO MASTER DECLARATION OF
HERITAGE GREENS OF HUDSON**

Description of Property

Lots 1 through 40 and Outlots 1, 2 and 3, Heritage Greens, St. Croix County, Wisconsin;

and

Lots 41 through 91 and Outlot 4, Heritage Greens First Addition, St. Croix County, Wisconsin;

and

Lots 92 through 194; and Outlots 7 and 8, Heritage Greens Second Addition, St. Croix County, Wisconsin.

NOTE: Each of the above-described Lots, excluding the Outlots, constitutes a Unit.

**EXHIBIT B TO SECOND AMENDMENT
TO MASTER DECLARATION OF
HERITAGE GREENS OF HUDSON**

Description of Master Common Elements

Outlots 1, 2 and 3, Heritage Greens, St. Croix County, Wisconsin;

and

Outlots 7 and 8, Heritage Greens Second Addition, St. Croix County, Wisconsin.

**EXHIBIT C TO SECOND AMENDMENT
TO MASTER DECLARATION OF
HERITAGE GREENS OF HUDSON**

Description of Additional Property

Outlots 5, 6 and 7, Heritage Greens First Addition, St. Croix County, Wisconsin;

and

Outlots 9 and 10, Heritage Greens Second Addition, St. Croix County, Wisconsin;

and

S ½ of SW ¼ of SW ¼; S ½ of SE ¼ of SW ¼; N ½ of SE ¼ of SW ¼; N ¼ of SW ¼ of SW ¼; NW ¼ of SW ¼; That part of the SW ¼ of NW ¼ lying Sly of the town road except Lot 1 of Certified Survey Map in Vol. 1, Page 231; That part of the SE ¼ of NW ¼ lying Sly of the town road except Certified Survey Map in Vol. 6, Page 1510 and the NE ¼ of SW ¼ except Certified Survey Map in Vol. 6, Page 1510 and is to all parts herein except part to State of Wisconsin, Department of Transportation dated June 23, 1995, recorded July 18, 1995 in Vol. 1131, Page 116, Doc. No. 531406 and in Vol. 1131, Page 119, Doc. No. 531407, all in Section 33, Township 29 North, Range 19 West, St. Croix County, Wisconsin, but excluding that part thereof platted as Heritage Greens, St. Croix County, Wisconsin, and excluding that part thereof platted as Heritage Greens First Addition, St. Croix County, Wisconsin, and excluding that part thereof platted as Heritage Greens Second Addition, St. Croix County, Wisconsin;

and

That parcel of land located in the SW ¼ of the SW ¼ of Section 33, T29N, R19w, City of Hudson, St. Croix County, Wisconsin, more fully described as follows:

Commencing at the SW corner of said Section 33:

Thence N00°20'14"E along the west line of the SW ¼, 25.08' to the POINT OF BEGINNING:

Thence continuing N00°20'14"E along said line 695.81';

Thence N83°36'43"E 176.91';

Thence southeasterly 52.95' along the arc of a 200.00' radius curve concave easterly and having a long chord that bears S13°58'23"E 52.80';

Thence S21°33'28"E 81.10';

Thence southerly 104.13' along the arc of a 225.00' radius curve concave westerly and having a long chord that bears S08°17'58"E 103.20';

Thence S85°33'01"E 146.27';

Thence easterly 38.63' along the arc of a 43.00' radius curve concave southwesterly and having a long chord that bears S59°48'53.5"E 37.34';

Thence S34°04'46"E 195.07';

2.708 P 339

Thence S69°44'09"W 197.60';

Thence S36°45'18"E 234.83' to a point on the northerly right-of-way line of Hanley Road;

Thence S85°25'24"W along said line 481.46' to the point of beginning.

2708 P 340

**EXHIBIT D TO SECOND AMENDMENT
TO MASTER DECLARATION OF
HERITAGE GREENS OF HUDSON**

Legal Description of Additional Property Added by Amendment

Lots 92 through 194 and Outlots 7 and 8, Heritage Greens Second Addition, St. Croix County,
Wisconsin.

HERITAGE GREENS OF HUDSON

CONSENT AND JOINDER BY MORTGAGEE

The undersigned (the "Mortgagee") is the mortgagee of that Additional Property described in Exhibit D in that Second Amendment to Master Declaration of Heritage Greens of Hudson (the "Second Amendment") by a certain Mortgage recorded in the office of the St. Croix County Recorder as Document No. _____ (the "Mortgage"). Mortgagee hereby consents to and joins in this Second Amendment to Master Declaration; provided, that by consenting to and joining in this Second Amendment to Master Declaration, the Mortgagee does not in any manner constitute itself or obligate itself as a Master Developer as defined in the Master Declaration nor does such consent and joinder modify or amend the terms and conditions of the Mortgage and related loan documents; and provided further that the Mortgage shall be and remain as a lien upon the property described therein, prior to any Assessment liens or other liens imposed under the Master Declaration, until released or satisfied.

IN WITNESS WHEREOF, the Mortgagee has caused this Consent and Joinder to be executed on the 11 day of NOVEMBER, 2004.

CITIZENS STATE BANK

By [Signature] Its [Signature]

STATE OF Wisconsin)
COUNTY OF St. Croix) ss.

The foregoing instrument was acknowledged before me this 11 day of November, 2004, by Allen J. Omcenik, the Sec VP of Citizens State Bank, a Corporation, on behalf of said entity.

[Signature]
Notary Public

THIS INSTRUMENT DRAFTED BY:
FELHABER, LARSON, FENLON & VOGT, P.A.
J. Patrick Brinkman, Esq.
220 South Sixth Street, Suite 2200
Minneapolis, MN 55402
(612) 373-8420

DIANE B. WILLERT
Notary Public
State of Wisconsin