

DISCLOSURE MATERIALS

LILLY CREEK TOWNEHOMES CONDOMINIUM

These Disclosure Materials are for LILLY CREEK TOWNEHOMES CONDOMINIUM, located in the Village of Menomonee Falls, Waukesha County, Wisconsin. The Declarant is LILLY CREEK, LLC. Declarant's agent is PAUL J. BURBACH, JR., 2645 N. Mayfair Road, Suite 130, Wauwatosa, Wisconsin 53226.

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

Dated: _____

DISCLOSURE MATERIALS
FOR
LILLY CREEK TOWNEHOMES CONDOMINIUM

INDEX

The disclosure materials the Declarant is required by law to provide to each prospective condominium unit purchaser, contains the following documents and exhibits:

1. **EXECUTIVE SUMMARY.** The Executive Summary highlights for a buyer of a Condominium Unit essential information regarding the Condominium. The Executive Summary begins on page 1 of Part A.
2. **DECLARATION.** The Declaration establishes and describes the Condominium, the Units and the Common Elements. The Declaration begins on page 1 of Part B.
3. **BYLAWS.** The Bylaws contain rules which govern the Condominium and affect the rights and responsibilities of Unit Owners. The Bylaws begin on page 1 of Part C.
4. **ARTICLES OF INCORPORATION.** The operation of a Condominium is governed by the Association, of which each Unit Owner is a Member. Powers, duties, and operation of an Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 1 of Part D.
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS.** There are currently no contracts with individual or private firms for services provided in the Condominium.
6. **ANNUAL OPERATING BUDGET.** The Association incurs expenses for the operation of the Condominium which are assessed to the Unit Owners. The Operating Budget is an estimate of those charges which are in addition to mortgage and utility payments. The Operating Budget begins on page 1 of Part E.
7. **LEASES.** There are no leases of property or facilities which are not part of the Condominium.
8. **EXPANSION PLANS.** The Declarant has reserved the right to expand the Condominium in the future. A description of the plans for expansion and its effect on Unit Owners begins on page 11 of Part B and Exhibit A on Page 18 and 19 of Part B.

9. FLOOR PLAN AND MAP. The Declarant has provided a floor plan of the Units being offered for sale and a map of the Condominium which shows the location of the Unit you are considering and all facilities and Common Areas which are a part of the Condominium. The floor plans and maps are exhibits following page 18 and 19 of Part B.

10. RULES AND REGULATIONS. There are currently no rules or regulations further regulating use and occupancy of the Condominium. The power to adopt such further rules is however reserved to the Board of Directors at Section 4.3 of the Bylaws.

EXECUTIVE SUMMARY

LILLY CREEK TOWNEHOMES CONDOMINIUM

Pursuant to 703.33(1)(h) of the Wisconsin Condominium Act, the following shall identify where within the disclosure documents certain information is located.

1. Name. The name of the Condominium is LILLY CREEK TOWNEHOMES CONDOMINIUM.

2. Expansion. The Declarant has an expansion plan for the Condominium as set forth in Article 10 of the Declaration. The expansion plans are also described on Exhibit A of the Declaration of the Disclosure Materials of which this Executive Summary is a part.

3. Association. As set forth in Paragraph 1 of the Articles of Incorporation, the name of the Association is LILLY CREEK TOWNEHOMES CONDOMINIUM ASSOCIATION, INC. and, until the control of the Association is conveyed pursuant to and as more particularly set forth within Article 4 of the Declaration, the address of the Association shall be 2645 N. Mayfair Road, Suite 130, Wauwatosa, Wisconsin 53226. The Association is self-managed and prior to the change of control as set forth in Section 4.3 of the Declaration, Paul J. Burbach, Jr. at (414) 256-8820 may be contacted regarding general condominium questions.

4. Special Amenities. There are no special amenities for the Condominium.

5. Owner Responsibility. Pursuant to and as more particularly set forth within Section 6.1 of the Declaration, the Owner shall (1) perform routine maintenance, repair and replacement of all components or installation of the Unit; (2) pay for the repair and replacement of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (3) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security; and (4) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.

6. Association Responsibility. Except for an Owner's responsibility set forth within Section 6.1 of the Declaration, the Association shall maintain in good condition and repair, replace and operate all of the Common Elements pursuant to and as more particularly set forth in Section 6.2 of the Declaration. The Association's obligations pursuant to Section 6.2 of the Declaration will be funded from both assessments and reserve funds.

7. Rental of Units. Owners may rent the Units to third parties subject to certain restrictions as set forth in Section 7.2 of the Declaration.

8. Relocation of Boundaries. Owners may not relocate Unit boundaries, separate Units or merge Units.

9. Unit Alterations. No Unit modification visible from the Unit exterior may be made except with prior Board approval, pursuant to Section 7.4 of the Declaration. Such Section also restricts use of satellite dishes and obstructions on Common Elements. Article 7 of the Declaration and Article 7 of the Bylaws impose further restrictions on use and occupancy of the Units and Common Elements.

10. Pets. An Owner may keep pets within its Unit subject to the restrictions set forth in Section 7.1 of the Bylaws.

11. Reserves. The Association shall fund an adequate reserve as set forth in Section 5.1 of the Declaration, but such reserve account shall not be a statutory reserve account under 703.163 of the Wisconsin Condominium Act.

12. Expenses. As more particularly set forth in Section 5.5 of the Declaration, Declarant may offset expenses incurred by Declarant against assessments due on Declarant owned Units. In addition, pursuant to and as more particularly set forth within Section 5.6 of the Declaration, each purchaser of a Unit from Declarant shall pay two months of assessments at the time of conveyance to fund the Association's working capital.

13. Amendments. Pursuant to and as more particularly set forth within the Article 11 of the Declaration, the Declaration may be amended, thereby altering a Unit Owner's rights and responsibilities. Likewise, pursuant to and as more particularly set forth within Article 8 of the Bylaws, the Bylaws may be amended, thereby altering a Unit Owner's rights and responsibilities. Article 10 of the Declaration provides the Declarant the right to expand the Condominium to include additional Units up to the maximum states as Section 10.2.

3437080

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

11-20-2006 11:27 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 45.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 22

DECLARATION OF
CONDOMINIUM OF
LILLY CREEK
TOWNEHOMES CONDOMINIUM

Document Number

Document Title

Recording Area

Name and Return Address

PAUL J. BURBACH
2645 N. MAYFAIR RD. STE. 130
WAUWATOSA, WI 53226

PART OF MNFV 0096 980

Parcel Identification Number (PIN)

11/22/06

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee, Wisconsin Statutes, 59.517, WRDA 1/96

**DECLARATION OF CONDOMINIUM
OF
LILLY CREEK TOWNHOMES CONDOMINIUM**

TABLE OF CONTENTS

RECITALS AND DECLARATION	B-1
ARTICLE 1. DEFINITIONS	B-1
ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES	B-3
ARTICLE 3. INTEREST IN COMMON ELEMENTS	B-4
ARTICLE 4. ASSOCIATION OF UNIT OWNERS	B-4
ARTICLE 5. ASSESSMENTS	B-5
ARTICLE 6. MAINTENANCE AND ALTERATIONS	B-6
ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY	B-6
ARTICLE 8. RECONSTRUCTION AND CONDEMNATION	B-8
ARTICLE 9. INSURANCE	B-10
ARTICLE 10. EXPANSION OF CONDOMINIUM	B-11
ARTICLE 11. AMENDMENT OF DECLARATION	B-12
ARTICLE 12. RIGHTS OF MORTGAGE HOLDERS	B-13
ARTICLE 13. RIGHTS OF DECLARANT	B-13
ARTICLE 14. REMEDIES FOR VIOLATION BY OWNER	B-14
ARTICLE 15. SERVICE OF PROCESS	B-15
ARTICLE 16. EASEMENTS	B-15
ARTICLE 17. CONSTRUCTION AND EFFECT	B-15
EXHIBIT A	B-18 & B-19

1.4 Board. "Board" or "Board of Directors" shall be the governing body of the Association, elected in accordance with the Bylaws.

1.5 Building. "Building" shall be any freestanding structure located on the Property (as hereinafter defined) which contains Units (as hereinafter defined).

1.6 Bylaws. "Bylaws" shall mean the Bylaws of the Association as adopted by the Board.

1.7 Village. "Village" shall mean the Village of Menomonee Falls, State of Wisconsin.

1.8 Common Elements. "Common Elements" shall consist of all of the Condominium, except for the Units, and are composed of two categories. Certain Common Elements are available for the nonexclusive use and enjoyment of all Unit Owners and are referred to as the "General Common Elements." Other Common Elements are limited to the use of an individual Unit to which they are appurtenant and are referred to as "Limited Common Elements."

1.9 Common Expenses. "Common Expenses" are any and all expenses incurred by the Association in connection with its management of the Condominium, maintenance of the Common Elements and administration of the Association, including, without limitation, landscaping, lawn care, snow removal, improvements and repair, maintenance and replacement of the Common Elements, security lighting, Association Insurance premiums, municipal utility services for the Common Elements, Master Association assessments and management expense, other costs of the Limited Common Elements except if otherwise provided for in this Declaration, and fees of outside consultants.

1.10 Condominium. "Condominium" shall be known as LILLY CREEK TOWNHOMES CONDOMINIUM and shall mean the Property, together with the Units and Common Elements as they may hereafter be constructed on the Property, and as the Condominium may be expanded from time to time pursuant to Article 10.

1.11 Condominium Documents. "Condominium Documents" are this Declaration, the Articles of Incorporation and Bylaws of the Association, and such Rules and Regulations as may be adopted by the Association Board pursuant to this Declaration or the Bylaws.

1.12 Declarant. "Declarant" shall mean LILLY CREEK, LLC and the successors and assigns of Declaration pursuant to assignment in accordance with Section 13.2 of this Declaration.

1.13 Declaration. "Declaration" shall mean this Declaration of Condominium of LILLY CREEK TOWNHOMES CONDOMINIUM as the same may be amended from time to time.

1.14 Director. "Director" shall mean a member of the Board.

1.15 Expansion Real Estate. "Expansion Real Estate" shall mean those lands described on Exhibit A and reserved for possible annexation to the Condominium.

1.16 Floor Plans. "Floor Plans" shall mean diagrammatic floor plans of each Unit showing approximate dimensions, floor area and location, attached as Exhibit A. In the second and subsequent Phases, Exhibit A may include references to previously recorded floor plans.

1.17 Interest. "Interest" shall mean the proportionate undivided interest in the Common Elements appurtenant to each Unit in the Condominium.

1.18 Mortgage. "Mortgage" shall mean a recorded first lien mortgage against a Unit or the vendor's interest under a recorded first lien land contract of the Unit.

1.19 Mortgagee. "Mortgagee" shall mean the holder of a Mortgage.

1.20 Occupant. "Occupant" shall mean an Owner or any other person residing in a Unit.

1.21 Owner. "Owner" shall mean each fee simple owner of a Unit and each vendee of a Unit under a recorded land contract. Declarant is an Owner with respect to each Unit to which it holds title.

1.22 Phase. "Phase" shall mean any group of Units subjected to this Declaration at the same time. The first Phase consists of those Units described in this Declaration and each subsequent Phase will be identified in expansion amendments pursuant to Article 10 hereof.

1.23 Plat. "Plat" shall mean that certain plat of condominium comprised of a plat of survey of the Property, building floor plans and Expansion Real Estate as recorded or to be recorded in the Register's Office and as the same may be amended from time to time.

1.24 Property. "Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A, together with such portions of the Expansion Real Estate, if any, as are hereafter added to the Condominium as described in Article 10.

1.25 Register's Office. "Register's Office" is the Office of the Register of Deeds for Waukesha County, Wisconsin.

1.26 Rules. "Rules" shall mean rules and regulations as may be established by the Association as provided in Section 4.1.

1.27 Unit. "Unit" shall mean a separate freehold estate, consisting of the space bounded and described in Article 2.

ARTICLE 2. DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

2.1 Units. The Condominium shall initially include twelve (12) Units, with Unit identification as set forth in Exhibit A. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceiling and floors inside the Unit and where two Units share a common wall, the midpoint of the common wall separating such Units, all as depicted in the floor plans attached as Exhibit A. Each Unit also includes the garage, garage door, all windows, window sashes, locks and frames, all doors, and all mechanical and utility installations that exclusively service the Unit.

2.2 Common Elements.

- a. Each Unit also has appurtenant Common Elements, which consist of both General and Limited Common Elements.
- b. The Limited Common Elements are reserved for the exclusive use of the Unit to which they are appurtenant. The Limited Common Elements of each Unit consist of (1) patio or deck appurtenant to a Unit; (2) walkway providing Unit access; (3) the light fixture and light bulb lighting the porch or deck; and (4) the mailbox and driveway.
- c. The General common Elements shall consist of all the Condominium except the Units and the Limited Common Elements.
- d. Supply lines, waste lines, pipes, wires, conduits or public utility lines running through a Unit shall be part of the Unit; and all other such lines, pipes, wires or conduits outside of a Unit shall be General Common Elements to the extent not owned and/or maintained by any public utility, governmental unit or cable television company.

2.3 No Separation of Units. Units may not be separated.

ARTICLE 3. INTEREST IN COMMON ELEMENTS

3.1 Unit Interest. Each Unit shall have an Interest equal to one (1) divided by the number of Units in the Condominium. Upon the recordation of this Declaration, the Interest appurtenant to each of the twelve (12) Units in Phase I is 8.33 percent (8.33%). The respective Interests shall be reduced if the Condominium is expanded as set forth in Article 10; provided, however, such percentage Interests will not be reduced below 2.94 percent (2.94%) if the Condominium is fully expanded to thirty-four (34) Units.

ARTICLE 4. ASSOCIATION OF UNIT OWNERS

4.1 Administration. Declarant shall incorporate the Association, which shall adopt Bylaws for its governance and administration of the Condominium acting through its Board. From time to time, the Board may, but need not, adopt and amend Rules regarding the use of the Common Elements and other matters concerning the Condominium and Association, provided such Rules are not inconsistent with this Declaration or the Bylaws. After adoption, the Rules shall be binding upon Owners and Occupants.

4.2 Membership and Voting. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. Each Unit shall be vested with a vote equal to the numerical equivalent of its percentage Interest, so that the total number of votes is 100, to be cast as set forth in the Bylaws.

4.3 Control of Association. Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Act, this Declaration and the Wisconsin Nonstock Corporation Law from the date the first Unit is conveyed by Declarant to any person other than Declarant, until the earliest of: (i) ten (10) years from the date of first conveyance of a Unit; or (ii) thirty (30) days after the conveyance of seventy-five percent (75%) of the Interests to purchasers; or (iii) Declarant's election to waive its right of control. Prior to the conveyance of twenty-five percent (25%) of the Interests to purchasers, the Association

shall hold a meeting, and Owners other than Declarant shall elect at least twenty-five (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the Interests to purchasers, the Association shall hold a meeting, and Owners other than Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the Directors. For purposes of calculating the percentages set forth in this section, the percentage of Interests conveyed to purchasers shall be calculated with reference to a possible total of thirty-four (34) Units that may be included in the Condominium if complete expansion of the Condominium occurs.

4.4 Management. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms and conditions as are acceptable to the Board. Any such agreement must be terminable with or without cause upon ninety (90) days' notice without payment of any penalty.

4.5 Approvals. No Unit modification visible from the exterior of the Unit shall be permitted without Board approval. Any proposal by an Owner requiring Board approval shall be submitted in writing, in such detail and with such supporting documents as the Board may require to facilitate its understanding and review. The Board may approve or disapprove any proposal after considering one or more of the following concerns and any additional criteria the Board deems prudent: (i) freedom and safety of access and convenience to other Units; (ii) requiring the written agreement of Owner making the proposal to pay the costs of restoring Common Elements affected by such proposal to their prior physical condition upon the termination of such use; and (iii) requiring Owner's written agreement to pay a fair and reasonable monthly charge to the Association for any encroachment on Common Elements resulting from the approved proposal. The Board may impose further conditions upon its consent to any proposal, as it deems appropriate. Approval of a proposal shall be deemed given if the Association president indicates in writing or fails to respond within sixty (60) days following Owner's written submission of a proposal unless, prior to the expiration of such period, additional information is requested of Owner by the Board or the Board issues its written refusal.

ARTICLE 5. ASSESSMENTS

5.1 Budget and Assessments. The Association shall annually adopt a budget of Common Expenses and levy general and special assessments against the Units, subject to the following:

a. The budget shall include the funding of an adequate replacement reserve out of general assessments, and shall include assessments levied on the Association by the Master Association.

b. The Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied, including capital improvements, and a special assessment or fine on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Owner with any provision of the Condominium Documents.

5.2 Installments; Late Payments. General assessments shall be made on an annual basis but shall be due and payable in monthly installments on the first day of each month. Special assessments shall be due and payable at such time and in such manner as the Board may determine. Any assessment or installment of an assessment not paid within ten (10) days of its due date may be subject to a late charge and/or interest as set forth in the Bylaws or in the Rules.

5.3 Enforcement; Liens. If an Owner defaults in any payment, the Association shall take appropriate measures as provided by law. The defaulting Owner shall be responsible for all costs incurred by the Association in seeking to enforce payment including reasonable attorneys' fees. Owners shall be both personally liable for assessments and a lien shall be imposed against such Owner's Unit for any unpaid assessments. Liens for unpaid assessments shall also extend to and secure interests, fines and reasonable costs of collection, including reasonable attorneys' fees incurred by the Association incident to the collection of assessments or enforcement of liens. The Association may purchase a Unit upon the foreclosure of its lien.

5.4 First Installment. The first installment of general assessments for each Unit in a Phase shall be due and payable commencing not later than sixty (60) days after the date of recordation of the first instrument of conveyance of a Unit in that Phase except that if, at such time, an occupancy certificate for such Unit has not been issued by the City, then the first installment shall be due and payable commencing with the month following the month in which the occupancy permit is issued. Installments for partial months shall be prorated.

5.5 Payment of Assessments by Declarant. During the period of Declarant control, Declarant may, but shall not be obligated to, directly pay bills or provide services, which would otherwise represent Association obligations to which general assessments would be applied. Declarant shall be entitled to reimbursement from the Association for such expenditures. The Association shall have no power to levy assessments against Declarant or Units for which Declarant is the Owner.

5.6 Initial Working Capital Fund. Each Owner of a Unit shall, at the time of conveyance to such Owner, pay to the Association an amount equal to two (2) months' installments of the general assessment provided for in this Article, or such greater amount as designated by the Board. Amounts paid under this section shall not be considered advance payments of installments of general assessments, but shall be maintained as working capital and kept in a segregated account. Declarant shall advance a like amount for each Unit in a Phase for which a certificate of occupancy has been issued and which remains unsold sixty (60) days from the conveyance of the first Unit in such Phase. Upon conveyance of a Unit where Declarant has made such an advance, the advance shall be reimbursed to Declarant by the Unit purchaser at the time of conveyance of the Unit. The working capital fund may not be used by Declarant to defray Declarant expenses, reserve contributions or construction costs, nor may Declarant apply any of the working capital fund against Association budget deficits during the period of Declarant control. Upon the expiration of Declarant control, this fund, to the extent the Board so designates, may be held to meet unforeseen expenditures or to supplement the replacement reserve fund.

5.7 Association Statements. Within ten (10) days of written request from an Owner or Mortgagee, the Association shall provide a letter stating the existence of outstanding general or special assessments against the Unit, if any. Notwithstanding anything to the contrary in the preceding sentence, all Unit conveyed by Declarant shall be deemed conveyed free from outstanding general and special assessments and no such letter shall be required or given as to such Units.

5.8 Common Expenses and Surpluses. Except as otherwise provided in this Declaration, Common Expenses and surpluses shall be allocated among all Units according to their respective interests. All common surpluses of the Condominium for each of its fiscal years

shall be retained for Common Expenses of the Condominium for the next succeeding fiscal year.

ARTICLE 6. MAINTENANCE AND ALTERATIONS

6.1 Owner Responsibility. Each Owner, at the Owner's sole cost, shall: (1) perform routine maintenance, repair and replacement of all components or installations of the Unit; (2) pay for the repair and replacement of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants or any other Occupants of the Owner's Unit; (3) be responsible for the reasonable security and safety of such Unit and shall be liable for damages caused to any other Unit(s), or the Common Elements, to the extent not covered by insurance, as a result of a breach of such security; and (4) maintain, repair and replace the Limited Common Elements appurtenant to the Unit.

6.2 Association Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common Elements, except as expressly provided at Section 6.1.

6.3 Special Notice Regarding Certain Shared Facilities and Amenities. It is intended that a swimming pool, tot lot, parking lot and other amenities ancillary thereto are intended to be located on property subject to the Master Declaration and shall be for the benefit of the Association as defined herein as well as other members of the LILLY CREEK TOWNEHOMES CONDOMINIUM. All LILLY CREEK TOWNEHOMES CONDOMINIUM members shall be assessed for an allocable share of the maintenance, repair and replacement of such amenities, all as established under the Master Declaration, as amended from time to time, and the subject of an annual budget as adopted by the Master Association.

ARTICLE 7. RESTRICTIONS ON USE AND OCCUPANCY

7.1 Residential Purposes Only. Except as specifically set forth in this Declaration, each Unit shall be occupied and used only for residential purposes and for no other purpose except for: (i) the incidental use of a Unit for personal business conducted by mail and telecommunications which does not burden the use of the Common Elements by frequent visits by business service providers or customers, subject to any Rules relating to such burdens; (ii) the sale or lease of Units by Owner thereof, subject to any Rules related thereto; or (iii) the establishment of offices by Declarant or its agents, and only by Declarant or those to whom Declarant expressly assigns such right in writing, for sales of Units or by the Association for conducting its affairs, including the construction and use of "model" Units for sale.

7.2 Leases of Units. A Unit Owner may lease the Owner's Unit for terms of not less than six (6) months. Each lease shall provide that a breach of the Condominium Documents shall be deemed a default under the lease. Notwithstanding the foregoing, an Owner shall be responsible to the Association and each other Owner for any breach of any provision of the Condominium Documents caused by an Occupant. The Association will only need to deal with Owner and shall not be obligated to address any breach with the offending Occupant.

7.3 No Time-Shares. No Unit shall be subject to any time-share or similar arrangement, whether or not under Wis. Stats. Chapter 707.

7.4 No Obstructions. No obstructions may be placed on any portion of the Common Elements, including, without limitation, the Limited Common Elements of the Condominium by

any Owner or Occupant, except as expressly permitted under this Declaration. "Obstructions" for purposes of the foregoing shall be defined as broadly as possible and shall include, without limitation, swing sets or other playground equipment; lawn furniture (except on a temporary and not overnight basis); signs of any type, including, without limitation, signs advertising a Unit for sale or lease; satellite dishes or any other form of antenna or other transmitting or receiving equipment; or any other obstruction of any type or kind. Notwithstanding anything in the foregoing to the contrary, a Unit Owner may petition the Association for permission, pursuant to Section 4.5 of this Declaration, for professional installation of a satellite dish on the rooftop immediately above such Owner's Unit, intended for individual television reception limited to such Owner's Unit of a size not greater than one meter in diameter. As a condition to Association approval and in addition to any other conditions that the Association may impose under the circumstances of a particular Unit, the Association shall require that the Owner and the Association enter into an agreement under which the Owner shall have the satellite dish professionally installed by a responsible, bonded installation company, that the Unit Owner shall indemnify and hold the Association harmless as against any loss, claim, damage, injury or death occurring during removal and/or installation or any damage or other claim in any way resulting from the satellite dish until after it has been removed and the roof has been inspected and approved by a contractor engaged by the Association at the Owner's expense. In addition to the foregoing, the agreement between the Association and the Owner shall contain other terms and conditions as the Association may require. Signs advertising a Unit for sale or for lease may be posted on the interior of the Unit so as to be visible through a window, but shall not be posted, placed or maintained on any Common Elements in the Condominium, including, without limitation, Limited Common Elements.

7.5 Parking. No inoperative, unsightly or unlicensed vehicle shall be parked anywhere on the Condominium at any time, except in a garage. No trailers, snowmobiles, boats or other equipment may be maintained anywhere on the Condominium, other than within a garage appurtenant to a Unit. Without in any way limiting the generality of the foregoing, no such items shall be maintained, stored, parked in a driveway constituting Limited Common Elements to a Unit. Each Owner shall maintain the garage doors for such Owner's Unit in a closed position, except as necessary to permit ingress and egress.

7.6 Additional Restrictions. Additional restrictions on use and occupancy are contained in the Bylaws.

ARTICLE 8. RECONSTRUCTION AND CONDEMNATION

8.1 Reconstruction. In the event of fire, casualty or any other disaster affecting one or more of the Units or Common Elements ("Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless otherwise determined as provided below. Reconstruction and repair shall mean restoring the Damaged Premises to substantially the same condition as existed prior to the fire, casualty or disaster, and in accordance with the maps, plans and specifications used in the original construction insofar as practicable. The Board may authorize changes to the same with the consent of the Mortgagees of the Units so affected and with the recordation of an amendment to this Declaration noting the effects thereof.

8.2 Insufficient Proceeds. If insurance proceeds are insufficient to reconstruct or repair General Common Elements, then, subject to Section 8.3, Owners of all Units shall be assessed according to their interests for the deficiency relating to the reconstruction or repair of General Common Elements comprising Damaged Premises.

8.3 Partition. If insurance proceeds are insufficient to reconstruct or repair the General Common Elements (excluding any deductibles under the Association Insurance), then the Condominium shall be subject to an action for partition upon obtaining the written consent of all Owners and Mortgagees. If such approval is not obtained within thirty (30) days from the date of adjustments of insurance proceeds following the fire, casualty or other disaster, then no such for partition shall be maintained or initiated.

8.4 Control of Adjustment and Restoration. The Association shall have the sole power to settle adjustments with the insurance carrier for Association Insurance. The Association shall have the sole power to engage contractors to restore the Common Elements and insured portions of the Units. The Association shall have no responsibility to repair, reconstruct or replace any improvements in a Unit which are not insured by Association Insurance or any improvements installed subsequent to initial construction of the Unit.

8.5 Construction Fund. Insurance proceeds and special assessments under Section 8.2 shall constitute a construction fund, with insurance proceeds disbursed first. Any surplus funds shall be held or distributed to Owners and their Mortgagees as their interests may appear, in accordance with their interests.

8.6 Condemnation. If all or any portion of the Condominium is taken under the power of eminent domain or sold in settlement or anticipation of any pending or threatened proceeding, this section shall control. Each Owner of an affected Unit shall have the right to appear of the necessity of the taking and of the amount of condemnation award with respect to its Unit and Limited Common Elements, if any, appurtenant to such Unit. The Association shall have the exclusive right of appeal of the necessity of the taking and the amount of the condemnation award with respect to the General Common Elements. Any settlement or decision on an appeal by the Association as to the General Common Elements shall be binding upon all Owners. Damages shall be awarded and Interests shall be adjusted as follows:

a. Each Owner is entitled to the entire award for the taking of all or part of its Unit and Limited Common Elements appurtenant to such Unit and for consequential damages to the Unit.

b. If no reconstruction is undertaken, any award for the taking of General Common Elements shall be allocated to all Owners in proportion to their respective Interests.

c. Where an entire Unit is taken, the Interests and votes on Association matters appertaining to the remaining Units shall be calculated post-condemnation in the same manner as provided in Section 3.1, but with respect only to the remaining Units. A partial taking of a Unit shall not include the Interest or vote appurtenant to the Unit. If Interests or votes are affected, the Association shall record an amendment, which discloses the nature of the taking and adjustments caused thereby. Following the taking of all or a part of the General Common Elements, the Association shall promptly undertake to restore the improvements of the General Common Elements to an architectural whole. Costs of restoration of General Common Elements in excess of the condemnation award shall be a common expense. If the Board determines that reconstruction or restoration is not practical, the entire Condominium shall be subject to an action for partition upon obtaining the written consent of Owner having seventy-five percent (75%) or more of the Interests. Upon partition, the net proceeds of sale of the General Common Elements, together with any net proceeds of the award for taking, shall be considered as one fund and divided among all Owners in accordance with their Interests. If the seventy-five percent (75%) approving vote is not obtained within thirty (30) days of the Board

decision, then reconstruction, including any necessary reconstruction of Units shall commence with costs of restoration of the General Common Elements in excess of condemnation proceeds assessed against all Owners in proportion to their Interests.

ARTICLE 9. INSURANCE

9.1 Association Insurance. The Association shall obtain and maintain comprehensive general public liability insurance for occurrences on the Common Elements, all-risk casualty insurance coverage on the Common Elements, and such other policies or coverage as the Board deems necessary or advisable.

9.2 Coverage of Association Insurance. The casualty insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "replacement cost" endorsement, without deduction or allowance for depreciation. This coverage amount shall be annually reviewed and shall insure against loss or damage by fire and other hazards as commonly covered by a standard extended coverage endorsement and such other hazards as customarily covered with respect to buildings similar in construction, location and use. Commercial general liability coverage shall be in such amounts as the Board determines annually, but not less than \$1,000,000 per occurrence.

9.3 Proceeds. Association Insurance proceeds for casualty loss shall be for the benefit of the Association, Owners of damaged Units and their Mortgagees as their interests appear in order to finance reconstruction of damaged Common Elements. Liability coverage and other insurance proceeds shall be applied as the Association directs.

9.4 Cost. All premiums for Association Insurance and other insurance obtained by the Association shall be a common expense of the Condominium, except that any increase in the rating or premium charged for any such insurance caused by the character or use of Unit shall be allocated solely to its Owner. The Board shall cause its insurer to designate such portions of premiums in order to facilitate this allocation, or the Board may make a reasonable estimate of such allocation.

9.5 Waiver of Subrogation. The Association and each Owner acting both for themselves and for their respective insurers, waive any claim it or they may have against the other for any loss insured under any policy obtained by either to the extent of insurance proceeds actually received, however loss is caused, including such losses as may be due to the negligence of the other party, its agents or employees. All policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any policy of insurance at a reasonable and customary rate.

9.6 Acts Affecting Insurance. No Owner or Occupant shall commit or permit any violation of covenants or agreements contained in the Association Insurance, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might: (i) result in termination of any such policies; (ii) adversely affect the right of recovery thereunder; (iii) result in reputable insurance companies refusing to provide such insurance; (iv) result in an increase in the insurance rate or premium over the premium which would have been charged in the absence of such violation or condition, provided that, in the case of such increase, Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Insurance or with respect to any policy of insurance carried by any Owner shall be increased over the rate charged for the lowest-rated

Unit, (w) by the size, design or composition of the Unit, (x) by reason of anything done or kept in a Unit, or (y) the failure of any Owner or Occupant to comply with Association Insurance requirements or (z) the failure of any Owner or Occupant to comply with this Declaration or the Bylaws, then the particular Owner shall reimburse the Association for the resulting additional premiums. The Association reimbursement right is without prejudice to any other Association remedy, and may be enforced by special assessment against the particular Unit and its Owner.

9.7 Exclusions From Coverage. Association Insurance coverage shall exclude coverage on the Unit itself and any personal property located within or pertaining to the exclusive use of a Unit and may exclude liability coverage on an Owner, its guests, invitees, employees or any other Occupants of such Unit, arising out of any occurrences within a Unit or relating to an Owner's personal property. It is the sole responsibility of each Owner to obtain such insurance coverages as are excluded from Association Insurance.

ARTICLE 10. EXPANSION OF CONDOMINIUM

10.1 Right to Expand. Declarant reserves the right to expand the Condominium, without the consent or approval of any Owner, at any time and from time to time on or prior to the expiration of ten (10) years from the date of recording this Declaration, by subjecting all or any portion of the Expansion Real Estate to this Declaration. Expansion may be effected in any number of Phases. Declarant is under no obligation to and makes no representation that it will in fact exercise its rights to expand the Condominium. Parts or all of the Expansion Real Estate may be developed for uses other than as part of the Condominium.

10.2 Number and Style of Units. The maximum number of Units in the Condominium assuming full expansion is thirty-four (34). The Units shall be of substantially comparable size and design as contained in the first Phase, but Declarant reserves the right in its discretion to make changes to enhance marketability. The additional improvements shall be compatible with and of the same or similar quality of construction and materials as the then existing improvements.

10.3 Effect of Expansion. Upon each expansion adding Units to the Condominium, the following adjustments shall be made:

- a. The Interests shall be recalculated as provided in Section 3.1.
- b. The Common Expenses and surpluses of the Condominium shall be shared among Owners of all Units according to their Interests as adjusted in the manner set forth above, or as otherwise specifically provided for herein.
- c. Each Owner of a Unit shall be a member of the Association entitled to a vote in accordance with Section 4.2.

10.4 Method of Expansion. Expansion shall occur upon recording amendments to this Declaration and the Plat in the Register's Office, which describe and depict the location of the Units and Common Elements in a Phase. Expansion amendments need only be executed by Declarant.

10.5 Matters Related to Expansion.

a. Declarant reserves an easement over and across the Condominium, including the General Common Elements, for the benefit of the Expansion Real Estate for the purposes of ingress and egress and, during construction periods, for vehicular parking. Declarant further reserves an easement across, under and through the General Common Elements for the benefit of the Expansion Real Estate for the purpose of installation, maintenance and replacement of underground utilities and aboveground and underground drainage systems servicing the Expansion Real Estate. For purposes of this Article 10, the term "utilities" includes telephone, water, gas, electric, cable, sanitary sewer, storm sewer and similar future services commonly provided communally. Subsequent division of ownership of the Expansion Real Estate shall not affect the benefit of these easements for each portion thereof.

b. If Declarant determines at any time that it desires to coordinate utility services for the Expansion Real Estate with existing utility services for the Condominium, Declarant may at its cost connect utilities servicing the Expansion Real Estate to existing utilities even if the Expansion Real Estate is not then or thereafter made a part of the Condominium; provided that the cost of maintaining and replacing the portion of such utility lines in the undeclared Expansion Real Estate shall be borne by Owner(s) thereof. The Association and Owner(s) of the Expansion Real Estate which is serviced by such utilities shall cooperate in the maintenance, repair and replacement of such utilities, and shall maintain each utility (to the extent of the rights of such person to do so) so that it will be capable of servicing the anticipated needs of the Condominium and the Expansion Real Estate.

c. Notwithstanding Article 11 of this Declaration, the rights reserved in this Article 10 may not be amended or terminated without the prior written express consent of Declarant.

ARTICLE 11. AMENDMENT OF DECLARATION

11.1 General. Except as otherwise provided herein, this Declaration may be amended only by the written consent of Owners of Units which represent at least seventy percent (70%) of the Interests, or such greater percentage as may be required by the Act. An Owner's consent is not effective unless approved by the unit's Mortgagee, if any. Amendments shall be prepared and executed by the President of the Association and shall become effective when recorded in the Register's Office. No action to challenge the validity of an amendment shall be commenced more than one (1) year after the amendment is recorded. For purposes of calculating the percentages set forth in this section, until the termination of Declarant's expansion rights in Article 10, the percentage of Interests shall be calculated as if thirty-four (34) Units existed in the Condominium assuming full expansion.

11.2 Requirements for Special Approvals of Certain Amendments. No amendment shall adversely affect a special right conferred on or reserved to Declarant under this Declaration without Declarant's written consent.

11.3 Material Amendments. Any modification to this Declaration, which modifies Declaration provisions concerning the following issues shall also require approval by fifty-one percent (51%) of Mortgagees: (a) voting rights; (b) assessments, assessment liens, or the priority of assessment liens; (c) reserves for maintenance, repair, and replacement of Common Elements; (d) responsibility for maintenance and repairs; (e) reallocation of Interests in the General or Limited Common Elements, or rights to their use; (f) redefinition of any Unit boundaries; (g) convertibility of Units into Common Elements or vice versa; (h) expansion or

contraction of the project, or the addition, annexation, or withdrawal of property to or from the Condominium; (i) insurance or fidelity bond; (j) leasing of Units; (k) imposition of any restrictions on a Unit Owner's right to sell or transfer Owner's Unit; (l) a decision by the Association to establish self-management when professional management had been previously engaged; (m) restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than as specified herein; (n) any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs; or (o) any provisions that expressly benefit mortgage holders, insurers, or guarantors.

ARTICLE 12. RIGHTS OF MORTGAGE HOLDERS

12.1 Notice. Any holder, insurer or guarantor of a mortgage (including the vendor's interest in a land contract) encumbering a Unit that makes written request on the Association for the following, identifying the name and address of such person and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any thirty (30) day delinquency in the payment of assessments owed by Owner of the Unit on which it holds a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such Owner within thirty (30) days of such Owner's receipt of notice of such breach;

c. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action that requires the consent of Mortgagees as specified in Article 11.

12.2 Mortgagee Acquisition of Unit. A Mortgagee acquiring title to a Unit pursuant to remedies provided in its mortgage or by a deed in lieu of foreclosure following an Owner's default under the mortgage shall not be liable for such Unit's unpaid assessments accruing prior to the Mortgagee's acquisition of title to the Unit (except to the extent that any uncollected assessments may be included in any subsequent budget or revision to a budget).

12.3 Restoration. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by at least fifty-one percent (51%) of Mortgagees.

12.4 Termination. Any election to terminate the Condominium must require Mortgagee approval as follows: (1) fifty-one percent (51%) in the case of such an election after substantial destruction or a substantial taking in condemnation of the Property, and (2) sixty-seven percent (67%) in all other cases.

ARTICLE 13. RIGHTS OF DECLARANT

13.1 Reserved Rights. Notwithstanding anything in this Declaration to the contrary, until the sale by Declarant of all Units in the Condominium, Declarant may:

a. But shall not be obligated to, manage and operate the Condominium in accordance with this Declaration, including the right to contract for professional management of the Condominium, subject to Section 4.4.

b. Use the General Common Elements and any unsold Units on the Condominium in any manner as may facilitate the sale or leasing of all Units including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models and showing the Condominium or maintaining signs.

c. Grant easements upon, over, through and across the General Common Elements as may be required for furnishing any utilities, as defined at Section 10.5a, and installations related thereto, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units.

d. Grant easements upon, over, through or across the General Common Elements for permanent or temporary ingress and egress to and from the Condominium and other real property adjacent to it.

e. Lease Units owned by Declarant on such terms as Declarant desires.

f. Make alterations and changes to the design or exterior materials of any Unit or part thereof during construction, if being constructed by Declarant, and subject to the approval of the Board if such alteration or change is material.

13.2 Assignment of Declarant's Rights. Declarant may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Declarant in its status as such (as opposed to those rights or benefits conferred on or reserved for all Unit Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register's Office. Upon any assignment of all rights reserved hereunder to Declarant to a transferee, the transferor under such assignment shall be relieved of any and all further liability under this Declaration.

ARTICLE 14. REMEDIES FOR VIOLATION BY OWNER

14.1 General Remedies. If any Owner or Occupant fails to comply with the Act, this Declaration, the Bylaws or the Rules, such Owner shall be liable for damages or any other remedy provided by the Bylaws or subject to injunctive relief, or all of the above, as a result of such noncompliance. The Association, or in a proper case, an aggrieved Owner, may bring an action because of such noncompliance.

14.2 Owner Violations; Association Right to Cure. In addition to any other remedies provided herein, if any Owner or Occupant fails to properly maintain its Unit or any part or portion thereof or the Limited Common Elements appurtenant thereto or otherwise comply with this Declaration, the Bylaws or the Rules, which failure continues for a period of fifteen (15) days following writing notice from the Association, the Association shall have the right but not the obligation, to perform or cause to be performed such maintenance, replacement, restoration or other action as the Association deems necessary or appropriate. Expenses incurred by the Association shall be assessed against the Unit and its Owner and shall be subject to all rights and remedies reserved under this Declaration with respect to collection, expense, late payment penalties or interest, filing of a lien and/or foreclosure as reserved at Article 5 of this Declaration. Once the Association has taken such action, it may, but shall not be obligated to, take any other

or further action with respect to the same for a similar or subsequent failure by the same or a different Owner or Occupant of a particular Unit.

ARTICLE 15. SERVICE OF PROCESS

15.1 Agent. Service of process shall be made on:

AGENT: Mr. Paul J. Burbach, Jr.
LILLY CREEK, LLC
2645 N. Mayfair Road, Suite 130
Wauwatosa, Wisconsin 53226
Telephone: (414) 256-8820
Facsimile: (414) 256-8839

Any change in the person or location for the service of process designated by the Association shall become effective upon the recording of notice thereof in the Register's Office.

ARTICLE 16. EASEMENTS

16.1 Right of Entry. A right of entry to each Unit is reserved to the Association and its agents to service utility installations provided request for entry is made in advance and at a convenient time for Owner. In case of emergency, entry of a Unit may be made immediately, whether Owner or Occupant of the Unit is or is not present and without liability to the Association or its agents. Any damage or loss caused as a result of such emergency entry shall be at the sole expense of Owner if, in the reasonable judgment of those authorizing the entry, such entry was for emergency purposes.

16.2 Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit or if any utility lines encroach upon either the Common Elements or a Unit, a valid easement for the encroachment and maintenance of same shall exist for the duration of the encroachment. Minor encroachments of parts of the Common Elements and utility lines due to reconstruction of part or all of a Unit shall be permitted and an easement for such encroachments and the maintenance thereof is prospectively reserved.

16.3 Further Easements. The Association may grant easements over and through the General Common Elements for such purposes as the Board deems reasonable for the benefit of Owners.

ARTICLE 17. CONSTRUCTION AND EFFECT

17.1 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The term "person" includes all legal entities.

17.2 Including. Whenever used herein, the term "including" preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

17.3 Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

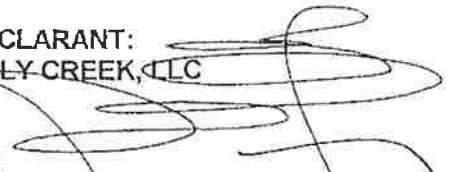
17.4 Severability. If any portion of this Declaration or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Declaration shall be valid, and enforced, to the fullest extent permitted by law.

17.5 Remedies. All remedies herein are cumulative.

17.6 Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

Executed as of the 15 day of NOVEMBER, 2006.

DECLARANT:
LILLY CREEK, LLC

By: 

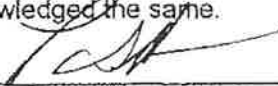
PAUL J. BURBACH, JR.

Name/Title: Operating Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 15 day of NOVEMBER, 2006, the above-named PAUL J. BURBACH, JR., to me known to be the Operating Member of LILLY CREEK, LLC, and the person who executed the foregoing instrument in such capacity and acknowledged the same.


Name: PAUL J. BURBACH
Notary Public, Wisconsin
My Commission: 15 PERMANENT

This instrument was drafted by:
ATTORNEY PAUL J. BURBACH
2645 N. Mayfair Road, Suite 130
Wauwatosa, Wisconsin 53226
(414) 256-8833

MORTGAGEE CONSENT AND SUBORDINATION

The undersigned, M&I Marshall & Ilsley Bank, a Wisconsin banking corporation ("Bank"), as the holder of a mortgage and other security instruments affecting the real estate described within the Declaration to which this Mortgagee Consent and Subordination is attached, do hereby consent to such Declaration and subordinate of lien of Bank's mortgage to said Declaration.

This Mortgagee Consent and Subordination is made as of the 15th day of November, 2006.

By: Glenn D. Schroeder, VP
Name/Title: Glenn D. Schroeder
Vice President

By: Kent B. Eliason
Name/Title: Kent B. Eliason
Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF Waukesha) SS.

Personally came before me this 15th day of November, 2006, the above-named Glenn D. Schroeder and Kent B. Eliason as the Vice President and Vice President, respectively of M&I Marshall & Ilsley Bank, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

Name: DANIEL R. SCHWIND
Notary Public, Wisconsin
My Commission: 11/24/16



**LILLY CREEK
TOWNEHOMES CONDOMINIUM**
WAUKESHA COUNTY, WISCONSIN

initially
Unit identification

BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS
1	101	W128N6792 NORTHFIELD DR.
	102	W128N6790 NORTHFIELD DR.
	103	W128N6788 NORTHFIELD DR.
2	201	W128N6764 NORTHFIELD DR.
	202	W128N6762 NORTHFIELD DR.
	203	W128N6760 NORTHFIELD DR.
3	301	W128N6746 NORTHFIELD DR.
	302	W128N6744 NORTHFIELD DR.
4	401	W128N6730 NORTHFIELD DR.
	402	W128N6728 NORTHFIELD DR.

LOT 120 AND 121 OF JULY CREEK HIGHLANDS N, BEING A PART OF PARCEL 3, 4 AND VACATED STREET OF CS# #2038 BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 9 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONIE FALLS, WAUKESHA COUNTY, WISCONSIN

FINAL DESIGN FOR CONCRETE LAYOUT

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MEMPHIS FALLS, WATKINS COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AND DEFINED AS FOLLOWS:

THE NEW YORK TIMES AT CARNEGIE THE BALLOT BOX THE BOAT OF NEITHER OF LANDS HEREIN AFTER DECEASED

[illegible]

FIG. 1. THE SCHEMATIC FOR DISCUSSION 1. A100%

ALL OF LOT 123 OF "LILLY CREEK HIGHWAYS NO. 1" BEING A PART OF PARCEL 3, A MAJOR VACATED STREET OF GLEN ROMA BEING A PART OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MEMPHIS FALLS, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE UNIVERSITY OF CHICAGO PRESS

[illegible]

STATE OF MISSISSIPPI

RECEIVED BY AIR MAIL

THE UNIVERSITY OF CHICAGO

ROBERT F. STACHURSKI, BEING DUEL SHOT, ON LEFT BEGINS NEW STAGE IN FIGHTING

22. THAT EXHIBIT "A", PAGE 1, IS AN ACCURATE COPY OF THE CONDOMINIUM AS PLANNED AND DEVELOPED AND AS FILED WITH THE APPROPRIATE GOVERNMENTAL AND PUBLIC AGENCIES HAVING JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF BUILDINGS WHERE APPLICABLE IN SAID CONDOMINIUM.

THAT CHAIRMAN BURNS IS THE LEADING REPRESENTATIVE OF HIS NEW YORK CONGRESS

4. THAT EXHIBIT "A," PAGE 2 SHOWS THE FLOOR PLANS OF THE RESPECTIVE UNITS; THAT THE UNIT NUMBERS SHOWN ON EXHIBIT "A" ARE THE UNIT NUMBERS DESIGNATING EACH UNIT IN BUILDING 1 THROUGH 4. THE AREA OF THE UNITS ARE AS FOLLOWS:

1967 103 20 101 100 7 43 233

UNIT *102. 202": ±3.810 SQUARE FEET

UNIT "101, 302, 401": 23,724 SQUARE FEET

5. THAT THE PLAY IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN.

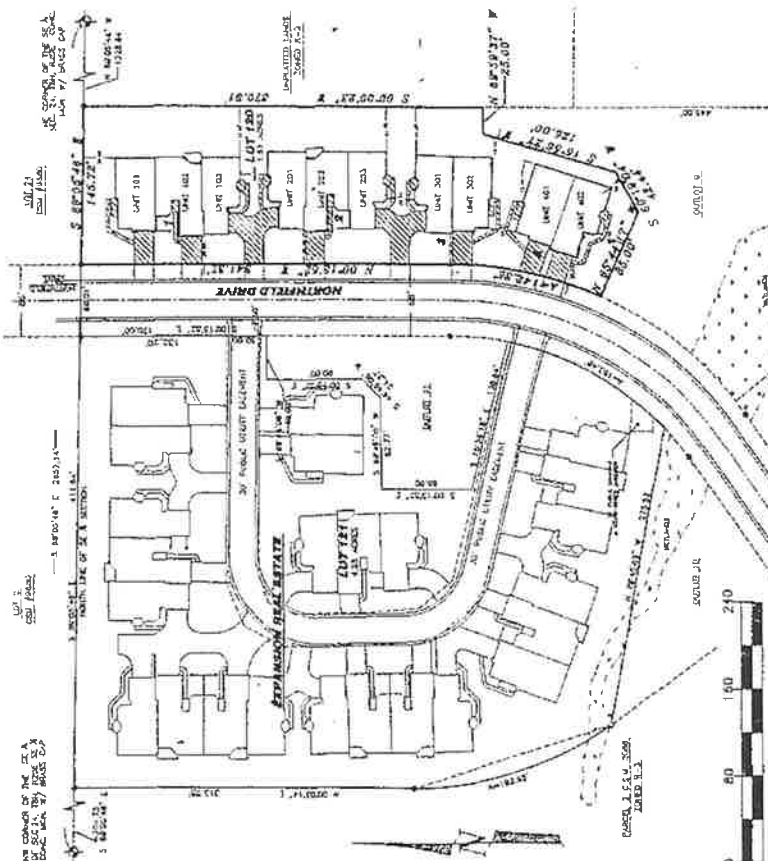
1000

WVS 9/25/06
SHERIFF F. STACHOWSKI S-1460 DATE:

THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.

LAND TECH ENGINEERING, INC.
LAND PLANNING • ENGINEERING CONSULTING
10000 WILSON COURT, SUITE 8, WILSON, NC 27157
(919) 353-2888

XERO D4047 EXHIBIT A PAGE 1 OF 2



BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS
1	101	W126N4724 NORTHFIELD DR
	102	W126N4780 NORTHFIELD DR
2	103	W126N4780 NORTHFIELD DR
	201	W126N4784 NORTHFIELD DR
	202	W126N4784 NORTHFIELD DR
	203	W126N4782 NORTHFIELD DR
3	301	W126N4760 NORTHFIELD DR
	302	W126N4718 NORTHFIELD DR
	401	W126N4744 NORTHFIELD DR
	402	W126N4744 NORTHFIELD DR
	403	W126N4762 NORTHFIELD DR

NOTE: UNLIMITED COMMON ELEMENTS CONSIST OF THE WALKS, PATIOS, OR PORCHES, IF ANY, IMMEDIATELY ADJACENT AND APPURTENANT TO EACH UNIT, TO WHICH IT IS ACCESSED BY A DOOR FROM A UNIT AND THE DRIVEWAY IMMEDIATELY ADJACENT AND APPURTENANT TO THE GARAGE DOOR TO EACH UNIT.

FLOOR PLANS HAVE BEEN PREPARED USING MEASUREMENTS OF BUILDINGS FROM ARCHITECTURAL PLANS, AND EXISTING PHYSICAL BOUNDARIES OF ANY UNIT OR COMMON ELEMENT CONSTRUCTED OR RECONSTRUCTED IN SUBSTANTIAL CONFORMANCE WITH THE CONSUMERS ACT. THE BUILDING IS BEING SHIPPED, SETTLED OR LAID, MOVEMENT OF ANY BUILDING REQUIRES OF MINOR VARIATIONS BETWEEN PHYSICAL BOUNDARIES AS DESCRIBED IN THE DECLARATION OF SOWNS ON THE COMMONHOLD PLAN AND THE ACTUAL PHYSICAL BOUNDARIES OF ANY SUCH UNIT OR COMMON ELEMENT AS FINALLY CONSTRUCTED.

DATED THIS 25th DAY OF SEPTEMBER 2006

LILLY CREEK TOWNEHOMES CONDOMINIUM

WAUKESHA COUNTY, WISCONSIN
LOT 120 AND 121 OF "LILLY CREEK HIGHLANDS N", BEING A PART OF PARCEL
3, 4 AND VACATED STREET OF 65M #208S BEING A PART OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 10 EAST, IN THE VILLAGE OF
MENASHOEE FALLS, WAUKESHA COUNTY, WISCONSIN

UNITS 103, 201 (REVERSE),
203, 301 (REVERSE), 402

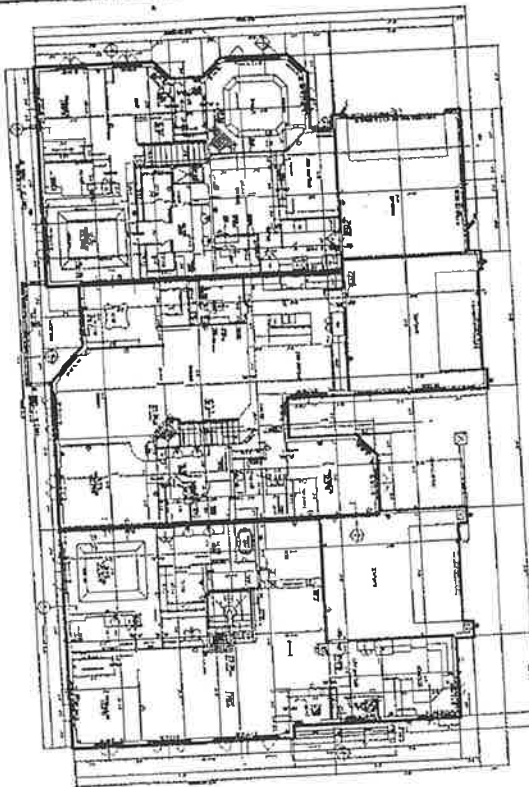
UNITS 102, 202 REVERSE

UNITS 101, 302 REVERSE, 401

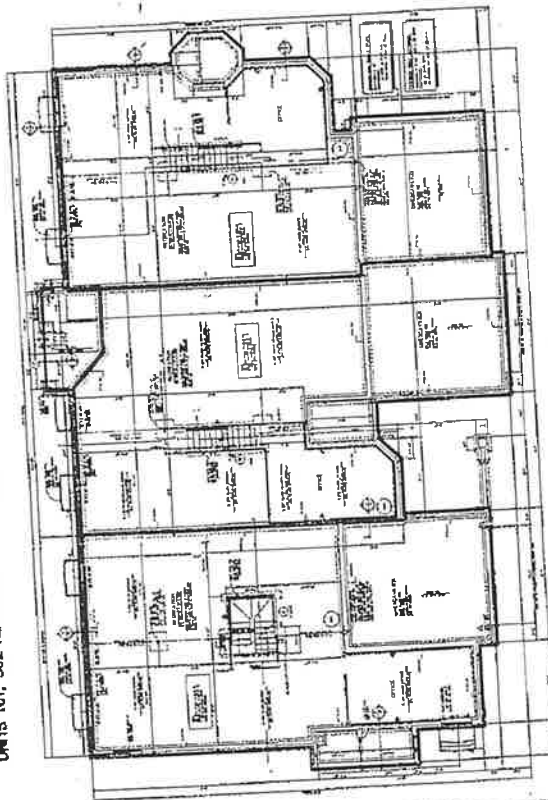
UNITS 103, 201 (REVERSE),
203, 301 (REVERSE), 402

UNITS 102, 202 REVERSE

UNITS 101, 302 REVERSE, 401



FIRST FLOOR PLAN



FOUNDATION PLAN

THIS PLAN IS A CORRECT REPRESENTATION
OF THE CONDOMINIUM PROJECTED AND THE
APPROXIMATE LOCATION OF EACH UNIT
AND COMMON ELEMENT CAN BE DETERMINED
FROM THIS PLAN.



LAND TECH ENGINEERING, INC.
LAND PLANNERS - ENGINEERS ARCHITECTS
10000 WISCONSIN
10000 WISCONSIN

5081 04017 EXHIBIT A PAGE 2 OF 2

STATUTORY RESERVE
ACCOUNT STATEMENT

Document Number

Re: LILLY CREEK TOWNHOMES CONDOMINIUM

Condominium, being a condominium created under the Condominium
Ownership Act of the STATE OF WISCONSIN by a "Declaration of
Condominium for LILLY CREEK TOWNHOMES CONDOMINIUM

Condominium", dated the 15 day
of NOVEMBER, 2006 and recorded the _____ day of
_____, _____ in the Office of the Register of Deeds
for WAUKESHA County, Wisconsin, in
(Reel)(Vol.) _____ of Records, at (Images) (Pages) _____
through _____, as Document No. _____
and by a Condominium Plat (hereinafter "Condominium").

The Condominium (~~shall~~) (shall not) have a Statutory Reserve Account, as
described in Wis. Stat. § 703.163, effective _____.
This determination is made by the (~~Declarant~~) (Association
with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is
anticipated that future expenditures for the repair and replacement of the
common elements will be funded by:

General Reserves and Special Assessments

3437081

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

11-20-2006 11:27 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 6.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 2

Recording Area

Name and Return Address

ATTY. Paul J. Burbach
2645 N Mayfair Rd STE 130
Wauwatosa, WI 53226

PART OF MNEV 0096 980
Parcel Identification Number (PIN) (2005)

Dated this 15 day of NOVEMBER, 2006

LILLY CREEK TOWNHOMES CONDOMINIUM ASSOCIATION

* By: Paul J. Burbach, Jr.

Title: President

Title: _____

AUTHENTICATION

Signature(s) Paul J. Burbach, Jr.

authenticated this 15 day of NOVEMBER, 2006

Paul J. Burbach, Sr.

* TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Atty. Paul J. Burbach

State Bar No. 1008662

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,)

) ss.

County.)

Personally came before me this _____ day of

_____, _____, the above named

to me known to be the person _____ who executed
the foregoing instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date:

_____, _____.)

LEGAL DESCRIPTION FOR CONDOMINIUM LANDS

ALL OF LOT 120 OF "LILLY CREEK HIGHLANDS IV", BEING A PART OF PARCEL 3, 4 AND VACATED STREET OF CSM #2008 BEING A PART OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 24, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN, MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 120, SAID POINT ALSO BEING THE POINT OF BEGINNING OF LANDS HEREIN AFTER DESCRIBED:

RUNNING THENCE SOUTH 60°00'23" WEST, 376.91 FEET TO A POINT; THENCE NORTH 89°59'37" WEST, 25.00 FEET TO A POINT; THENCE SOUTH 15°58'27" WEST 125.00 FEET TO A POINT; THENCE SOUTH 60°19'04" WEST, 42.44 FEET TO A POINT; THENCE NORTH 65°44'17" WEST, 85.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY 142.35 FEET ALONG THE ARC OF SAID CURVE, WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 333.00 FEET, WHOSE CHORD BEARS NORTH 12°00'56" EAST, 141.27 FEET TO A POINT OF TANGENCY; THENCE NORTH 00°13'52" WEST, 341.32 FEET TO A POINT; THENCE SOUTH 89°05'46" EAST, 145.72 FEET TO THE POINT OF BEGINNING.

**LILLY CREEK
TOWNEHOMES CONDOMINIUM**
WAUKESHA COUNTY, WISCONSIN

Unit identification

BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS
1	101	W128N6792 NORTHFIELD DR.
	102	W128N6790 NORTHFIELD DR.
	103	W128N6788 NORTHFIELD DR.
2	201	W128N6764 NORTHFIELD DR.
	202	W128N6762 NORTHFIELD DR.
	203	W128N6760 NORTHFIELD DR.
3	301	W128N6746 NORTHFIELD DR.
	302	W128N6744 NORTHFIELD DR.
4	401	W128N6730 NORTHFIELD DR.
	402	W128N6728 NORTHFIELD DR.

Tax Key No. MNFV 0096-129

BY-LAWS OF LILLY CREEK TOWNEHOMES
CONDOMINIUM ASSOCIATION INC.

TABLE OF CONTENTS

ARTICLE 1. APPLICATION AND ORGANIZATION	C-1
ARTICLE 2. VOTING	C-1
ARTICLE 3. MEETINGS	C-2
ARTICLE 4. BOARD OF DIRECTORS	C-3
ARTICLE 5. OFFICERS	C-5
ARTICLE 6. FISCAL MATTERS	C-6
ARTICLE 7. ADDITIONAL RESTRICTIONS ON USE AND OCCUPANCY	C-7
ARTICLE 8. AMENDMENTS	C-8
ARTICLE 9. MORTGAGE, STATEMENT OF UNPAID ASSESSMENT	C-8
ARTICLE 10. CONFLICTS	C-8

BYLAWS OF LILLY CREEK TOWNEHOMES
CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1. APPLICATION AND ORGANIZATION

1.1 Name. The name of the association is LILLY CREEK TOWNEHOMES CONDOMINIUM ASSOCIATION, INC. ("Association").

1.2 Application. These Bylaws are adopted pursuant to the Declaration of Condominium of LILLY CREEK TOWNEHOMES CONDOMINIUM ("Declaration"). Pursuant to the Declaration, a residential condominium known as LILLY CREEK TOWNEHOMES CONDOMINIUM ("Condominium") was created. This Association is organized pursuant to the Act to administer the Condominium. Any and all present or future Owners or Occupants shall be governed by the Declaration, these Bylaws and the Act. Capitalized terms not defined herein have the meanings set forth in the Declaration. The Association shall be entitled to the benefits of the Wisconsin Nonstock Corporation Act to the extent it is not inconsistent with the Act.

1.3 Members. The Owners are the "members" of the Association. References in these Bylaws to Owners shall be deemed to be the members.

1.4 Initial Organization. Declarant shall designate the initial Board of Directors ("Board"), consisting of three (3) persons, none of whom must be Owners (each, a "Director"). Such Directors, or successors to any of them as designated by Declarant, shall continue to serve until the events specified in Section 4.3 of the Declaration.

1.5 Location. The Association may have offices at such places as the Board may from time to time determine or the Association may from time to time require.

ARTICLE 2. VOTING

2.1 Voting.

a. Each Unit is vested with a vote equal to the numerical equivalent of its percentage interest, so that the total number of votes is 100, as set forth in the Declaration. There shall be no cumulative voting.

b. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the Owners of the Unit and filed with the Secretary of the Association. If the Owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item to be voted upon. References in these Bylaws or the Declaration to approval by the Owners shall mean the Owner designated to cast the vote(s) appurtenant to a particular Unit.

c. If a Unit is owned by a legal entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of such entity and filed with the Secretary of the Association. Certificates of appointment shall be valid until revoked or superseded by a subsequent certificate or a change in ownership to the Unit occurs.

d. If a Unit is owned by the Association, the Association shall not be entitled to cast the vote for the Unit.

2.2 Majority of Owners. Except as otherwise provided in the Declaration or these Bylaws, a matter requiring approval of the Owners shall be deemed approved, if approved by those Owners holding more than fifty percent (50%) of the total votes cast on such matter.

2.3 Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of a majority of Owners shall constitute a quorum.

2.4 Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE 3. MEETINGS

3.1 Roster of Owners. Each Owner shall furnish the Association with the Owner's name and current mailing address. Until an Owner has furnished such information, the Owner may not vote at meetings of the Association.

3.2 Place of Meetings. Meetings of the Association shall be held at such place as is designated by the Board.

3.3 Annual Meeting. The annual meeting of the Association shall be held on the second Tuesday of March of each year. At the annual meeting, Directors may be elected by the Owners. The Owners may also transact such other business of the Association as may properly come before them.

3.4 Special Meetings. The President shall call a special meeting of the Owners if directed by resolution of the Board or upon a petition signed by the Owners holding fifty percent (50%) or more of the Interests and presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless such other business is approved by not less than eighty percent (80%) of all Interests in the Condominium, either in person or by proxy.

3.5 Notice of Meetings. The Secretary shall deliver or mail a notice of each meeting, stating its purpose and the time and place where it is to be held, to each Owner at the address shown on the roster, at least ten (10) but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Owners. The delivery or mailing of a notice in the manner provided in this section shall be considered notice served, effective upon the date of delivery or mailing.

3.6 Adjourned Meetings. If a quorum does not attend a meeting, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called and no additional notice shall be required.

3.7 Parliamentary Procedure. Except where inconsistent with these Bylaws, meeting of the Association shall be conducted in accordance with a current edition of Roberts Rules of Order.

3.8 Order of Business. The order of business at all meetings of the members shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Report of committees.
- f. Election of Directors (when applicable).
- g. Unfinished business.
- h. New business.

ARTICLE 4. BOARD OF DIRECTORS

4.1 Number and Qualifications. The affairs of the Association shall be governed by a Board composed of three (3) persons. Subject to Section 1.4, at least two (2) Directors must be Owners (including, for this purpose, officers of Owners that are entities).

4.2 Election and Term of Office. Each Director shall hold office for a term of two (2) years, and thereafter until a successor is elected and the successor has attended his or her first meeting of the Board. When more than one (1) Director is to be elected at any meeting, each Unit shall cast votes for candidates equal in number to the Directors to be elected.

4.3 Powers and Duties. The Board shall have the powers necessary to administer the Condominium including, without limitation, the following:

- a. Enforce the Declaration, these Bylaws and make and enforce Rules and amendments thereto, including enforcement of compliance through imposition of fines.
- b. Make and collect assessments from Owners in accordance with the provisions of the Declaration, and expand assessments for Common Expenses.
- c. Execute contracts on behalf of the Association, employing necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium.
- d. Satisfy all liens against Common Elements of the Condominium and pay necessary expenses connected therewith.
- e. Employ a professional property manager, management company or managing agent to perform such duties as the Board shall authorize including the duties listed in this section.
- f. Perform such other functions as are required by law.

4.4 Fees. No fee or other compensation shall be paid to any Director at any time except by specific resolution adopted by all of the Owners.

4.5 Reimbursement of Directors. Directors shall be entitled to reimbursement of all reasonable expenses relating to their activities as Directors.

4.6 Vacancies. A vacancy on the Board created by any reason other than removal by a vote of the Owners or the resignation of a Declarant appointed Director shall be filled by vote of the majority of the remaining Directors, even though they constitute less than a majority. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

4.7 Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Owners may be removed with or without cause by a majority of the Owners and a successor elected by the Owners to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

4.8 Organizational Meeting. The first meeting of a Board, after one or more Directors is newly elected, shall be held within ten (10) days of such election at such place as determined by the Board at the meeting at which such Directors were newly elected. No notice shall be necessary in order to legally constitute such meeting if a majority of the whole Board is present.

4.9 Regular Meetings. Regular meetings of the Board may be held at such time and place as is designated by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each director, personally or by mail, telephone, E-mail or facsimile, at least three (3) days prior to the day named for each meeting.

4.10 Special Meetings. A special meeting of the Board may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone, E-mail or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner on the written request of at least two Directors.

4.11 Waiver of Notice. Before or at any meeting of the Board, any Director may waive notice of such meeting in writing and such waiver shall be deemed the equivalent of notice duly given. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 Board Quorum. A majority of the Directors shall constitute a quorum for the transaction of business at all Board meetings. If, at any meeting of the Board, less than a quorum is present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business, which might have been transacted at the original meeting, may be transacted without further notice.

4.13 Fidelity Bonds. The Board may require that all officers and employees of the Association responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.14 Liability of Directors and Officers. No person shall be liable to the Association or Owners for any loss or damage suffered by it or them on account of any action taken or omitted to be taken as a Director or officer of the Association if such person exercised and used the same degree of care and skill as a prudent individual would exercise under the circumstances in the conduct of such individual's own affairs, or for any action or nonaction

based upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which was reasonably believed to be true. The foregoing shall not be exclusive of any other right or defense.

4.15 Indemnity of Directors and Officers.

a. Every person who is or was a Director or officer of the Association (together with the personal representatives and heirs of such person) shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorneys' fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a Director or officer, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such Director or officer. In event of settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a Director or officer in relation to the matter involved. The Association, by its Board, may indemnify in like manner, or with any limitations, any employee or former employee of the Association, with respect to any action taken or not taken as an employee. This right of indemnification shall be in addition to all other rights and defenses.

b. All liability, loss, damage, costs and expense incurred or suffered by the Association in connection with the foregoing indemnification shall be a Common Expense; provided, however, that nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been an employee, Director or officer of the Association with respect to duties or obligations imposed by the Declaration, Articles or these Bylaws due to such person's ownership of a Unit.

ARTICLE 5. OFFICERS

5.1 Designation. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board and sever one-year terms. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

5.2 Election of Officers. The officers of the Association shall be elected annually by the Board. Officers shall hold office at the pleasure of the Board.

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

5.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and of the Board. The President shall have all the general corporate powers and duties which are usually vested in the office of president of a nonprofit corporation, including, but not limited to, the power to appoint committees from among the members from time to time as appropriate to assist in the conduct of the affairs of the Association.

5.5 Vice President. The Vice President shall take the place of the President whenever the President is absent or unable to act. If neither the President nor the Vice

President is able to act, the Board shall appoint a Director to serve in such capacity on an interim basis. The Vice President shall also perform such other duties as imposed by the Board from time to time.

5.6 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Association. The Secretary shall have the charge of such books and papers as the Board directs and in general, perform all duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board of Directors.

5.7 Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all Association receipts and disbursements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as designated by the Board.

5.8 Compensation. No officer shall receive compensation for services rendered the Association unless authorized by a resolution of the Owners, but may be reimbursed for actual out-of-pocket expenditures.

ARTICLE 6. FISCAL MATTERS

6.1 Budget. The Board shall annual adopt a budget of Common Expenses and other items as provided in the Declaration and Master Declaration.

6.2 Assessments.

a. The estimate of Common Expenses shall be assessed against each Unit on an annual basis and paid in monthly installments as provided in Article 5 of the Declaration. Assessments shall be levied among the Units in accordance with their Interests except (1) special assessments, fines, fees or charges, and (2) when the Declaration requires or permits that assessments be levied on fewer than all Units. If the annual assessment based on the budget proves inadequate, or if special circumstances arise, the Board at any time may levy a special assessment for any purpose for which a general assessment may be levied which special assessment shall be payable in such reasonable manner as the Board directs.

b. Assessments and installments of assessments shall be paid on or before ten (10) days after the date when such assessments and installments are due. Any assessment or installment not paid within ten (10) days of its due date shall be delinquent and the Owner shall be charged interest at the rate of twelve percent (12%) per annum on the unpaid assessment or installment of such assessment. Interest shall accrue from the date when the assessment or installment was first due until paid. All payments upon account shall be first applied to interest, if any, and then to the assessment payment first due.

6.3 Unpaid Assessment Could Cause Loss of Vote or Lien on Unit. No Owner who is more than ten (10) days delinquent in the payment of an assessment or installment on an assessment shall be entitled to vote at any regular or special meeting of the Owners. If an Owner fails to timely pay an assessment or installment, such failure shall be in default and the Board shall take appropriate measures as allowed by the Declaration or at law, including, but not limited to, the filing of a statement of lien in accordance with the Declaration, which

statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board.

6.4 Depositories. The funds of the Association shall be deposited in such bank(s) or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board for the purpose. The Board may elect to require Owners to pay assessments imposed by the Board directly to a designated depository. The Board may elect to direct that checks of less than Five Hundred Dollars (\$500) for payment of Association obligations bear only one (1) signature of a designated officer and that checks for a greater amount bear a signature and countersignature of designated officers.

6.5 Fiscal Year. The fiscal year of the Association shall begin on January 1 and end on December 31 of each year.

ARTICLE 7. ADDITIONAL RESTRICTIONS ON USE AND OCCUPANCY

In addition to restrictions on use and occupancy as contained in the Declaration, Units of the Condominium and Owners and Occupants thereof are further restricted as follows:

7.1 Pets. Pets are permitted within the Condominium, subject to the following restrictions:

a. No Owner or Occupant shall keep any exotic pets (e.g., snakes, other reptiles, primates, pigs, rodents, wolves or wolf-mixes, and/or other creature referred to as an exotic pet) within the Condominium.

b. Each Unit may have one dog, provided that such dog does not obtain a height, when measured at the shoulder, or 18 inches or greater. Measurements shall apply to fully grown dogs. Notwithstanding the foregoing, the Board in its sole and absolute discretion shall have the right to grant a variance as respecting size only to an Owner. Such grant of variance may be on such conditions, subject to such limitations, and/or be for such duration as the Board shall specify in its grant of variance. Notwithstanding conformity with the height measurement set forth above, no American Pit Bull Terrier or American Pit Bull Terrier mix shall be permitted in the Condominium.

c. Cats are permitted, but no more than two cats are permitted in any Unit.

d. Birds are permitted, if kept within the Unit and not within the garage connected to the Unit.

e. No pet shall be staked on the Common Elements unattended.

f. No pet shall be permitted to run loose on the Common Elements.

g. Pet owners shall immediately remove all of their pet's solid waste from Common Elements.

7.2 Holiday Decorations. No nails, staples or other penetrating devices may be used to attach holiday decorations to Unit exteriors. No holiday decorations shall be permitted on General Common Elements. All holiday decorations shall be removed and stored within the

Unit no more than thirty (30) days after the expiration of the holiday for which such decorations were posted.

7.3 Vehicle Storage. No commercial vehicles, campers, boats, recreational vehicles, snowmobiles, all-terrain vehicles ("ATVs") or trailers (including trailers with ATVs or snowmobiles) shall be stored or parked outside of garages of Units. Any automobile or light truck, which is unlicensed, in disrepair or not subject to regular use shall be kept on the Condominium, except in garages. No maintenance shall be performed on any motor vehicles within the Condominium, except as performed within a garage.

ARTICLE 8. AMENDMENTS

8.1 Amendments. These Bylaws may be amended by the Owners of Units representing at least sixty-seven percent (67%) of the written votes of the total Interests. No amendment shall limit any right herein granted to or reserved by Declarant or its successors and assigns.

ARTICLE 9. MORTGAGES, STATEMENT OF UNPAID ASSESSMENT

9.1 Notice to Association. Any member who mortgages a Unit shall notify the Secretary of the Association of such mortgage or mortgages and the name and address of the mortgage or mortgagee(s). The Secretary of the Association shall maintain a record of the names and addresses of all mortgages of which the Secretary is given notice.

9.2 Notice of Unpaid Assessments. Upon twenty (20) business days' prior written request by a mortgagee, proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement disburses mortgage loan proceeds or expends the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessment in excess of the amount set forth in the statement. If the Association does not provide such a statement within twenty (20) business days after such request, then the Association is barred from making claim for any delinquent assessments other than against any such mortgagee, proposed mortgagee or purchaser under a lien properly filed in accordance with law prior to the request for the statement.

9.3 Notice to Mortgagee. Any notice required or permitted to be given to any mortgagee pursuant to these Bylaws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE 10. CONFLICTS

10.1 Conflicts. If any provision of these Bylaws conflicts with the Declaration, the Declaration will control.

2006 NOV -2 AH10:43
**ARTICLES OF INCORPORATION
OF
LILLY CREEK TOWNEHOMES CONDOMINIUM OWNERS
ASSOCIATION, INC.**

The undersigned, a natural person over the age of 21 years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-stock corporation Law, Chapter 181 of the Wisconsin Statutes, hereby adopts the following as the Articles of Incorporation of the Corporation:

ARTICLE I - NAME

The name of the corporation shall be Lilly Creek Townehomes Condominium Owners Association, Inc.

ARTICLE II - PERIOD OF EXISTENCE

The period of existence of the Corporation shall be perpetual.

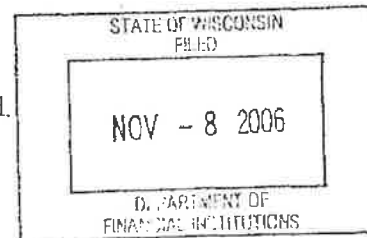
ARTICLE III - PURPOSES

The purposes of the Corporation are:

- A. To serve as an association of unit owners under the Wisconsin Condominium Ownership Act ("Act") who own certain residential property located in Waukesha County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the Declaration may be amended from time to time (the "Declaration") for Lilly Creek Townehomes Condominium (the "Condominium") as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.
- B. To serve as a means through which the unit owners may collectively and efficiently manage, maintain, operate, reconstruct and care for the property in accordance with the Act and the Declaration; and
- C. To engage in any lawful activity permitted by the Act and Declaration for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-stock Corporation Law.

ARTICLE IV - POWERS

The Corporation shall have all of the powers enumerated in the Wisconsin Non-stock Corporation Law, to the extent non inconsistent with the Act, the Declaration and the By-laws of the Corporation, including without limitation, the following:



D-1

WI - DFI CORPL 042103
FILE ID#

- A. To exercise exclusive management and control of the common elements described in the Declaration;
- B. To operate, repair, replace, reconstruct, protect and maintain the common elements described in the Declaration;
- C. To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes attributed to those units and otherwise deal with the units so acquired on behalf of all the unit owners.
- D. To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Property;
- E. To determine, levy and collect assessments against unit owners and use the proceeds of those assessments in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Corporation and the common expense relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;
- F. To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;
- G. To adopt and amend rules and regulations governing the use and operation of the Property;
- H. To enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the By-laws of the Corporation and any rules and regulations governing the use and operation of the Property;
- I. To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Corporation; and
- J. To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V – MEMBERS

There shall be one class of members designated as “unit owners”. The rights and qualifications of members are set forth in the By-laws of the Corporation..

ARTICLE VI - PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of the Corporation shall be 2645 N. Mayfair Road, Suite 130, Wauwatosa, Wisconsin 53226 and the initial registered agent shall be Paul J. Burbach, Jr. The address of the initial registered agent is 2645 N. Mayfair Road, Suite 130, Wauwatosa, Wisconsin 53226.

ARTICLE VII - DIRECTORS

The number of directors of the Corporation shall be fixed in the By-laws of the Corporation and in no event shall be less than three. The manner in which directors shall be selected, appointed and removed shall be set forth in the By-laws of the Corporation.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Paul J. Burbach, Jr. 2645 N. Mayfair Road, Suite 130, Wauwatosa, WI 53226
Paul J. Burbach, Sr. 2645 N. Mayfair Road, Suite 130, Wauwatosa, WI 53226
Kathleen M Burbach 2645 N. Mayfair Road, Suite 130, Wauwatosa, WI 53226

ARTICLE VIII - INCORPORATOR

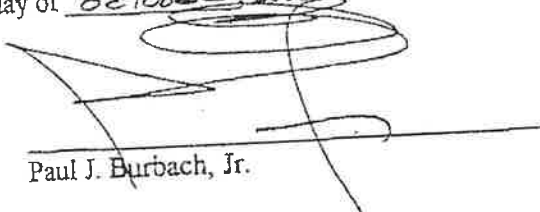
The name and address of the incorporator of the Corporation is:

Paul J. Burbach, Jr.
2645 N. Mayfair Road, Suite 130
Wauwatosa, Wisconsin 53226
(414) 256-8820

ARTICLE IX - DISSOLUTION

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid, and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its By-laws.

Executed in duplicate this 31 day of OCTOBER, 2006


Paul J. Burbach, Jr.

STATE OF WISCONSIN)
)SS
COUNTY OF WAUKESHA)

Personally came before me this 31 day of OCTOBER, 2006, the above named Paul J. Burbach, Jr., known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

56A



Notary Public State of Wisconsin
My Commission: 15 November

This instrument was drafted by:

Paul J. Burbach, Sr.
State Bar No. 1008662

Please return to:

Paul J. Burbach, Sr.
2645 N. Mayfair Road, Suite 130
Wauwatosa, WI 53226

0000806 MAR 20 5



WC3466191-003

AFFIDAVIT OF CORRECTION

Document Title

3466191

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

03-20-2007 11:53 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 8.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 3

Recording Area

Name and Return Address
P.J. BURBACH

2645 N MAYFAIR ROAD SUITE 130
MILWAUKEE, WI 53226

MNFV 0096129

Parcel Identification Number (PIN)

Pa
15
3

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

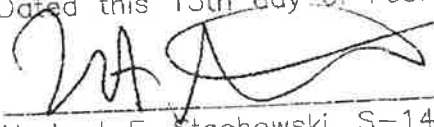
000807 MAR 20 5

Document Number

AFFIDAVIT OF CORRECTION

Pursuant to s. 236.295(1), Wis. Stats., I, Norbert F. Stachowski, Registered Land Surveyor, S-1480, hereby certify that the condo plat of LILLY CREEK TOWNEHOMES CONDOMINIUM, recorded as document #3417963, Vol. 53, p.190-192, in Waukesha County Registry located in the City of Waukesha, Waukesha County, WI, shows a new location and setbacks for Building #4. Also see attached drawing (Exhibit A) for changes to the LILLY CREEK TOWNEHOMES CONDOMINIUM Plat (See changes in bold).

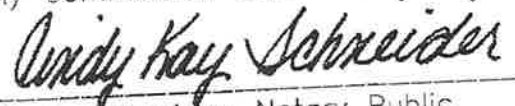
Dated this 15th day of February, 2007


Norbert F. Stachowski, S-1480

STATE OF WISCONSIN)
)ss
COUNTY OF WAUKESHA)

Personally came before me this 15th day of February, 2007, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My Commission Expires 8/22/10


Cindy Schneider, Notary Public



Recording area

Name and return address

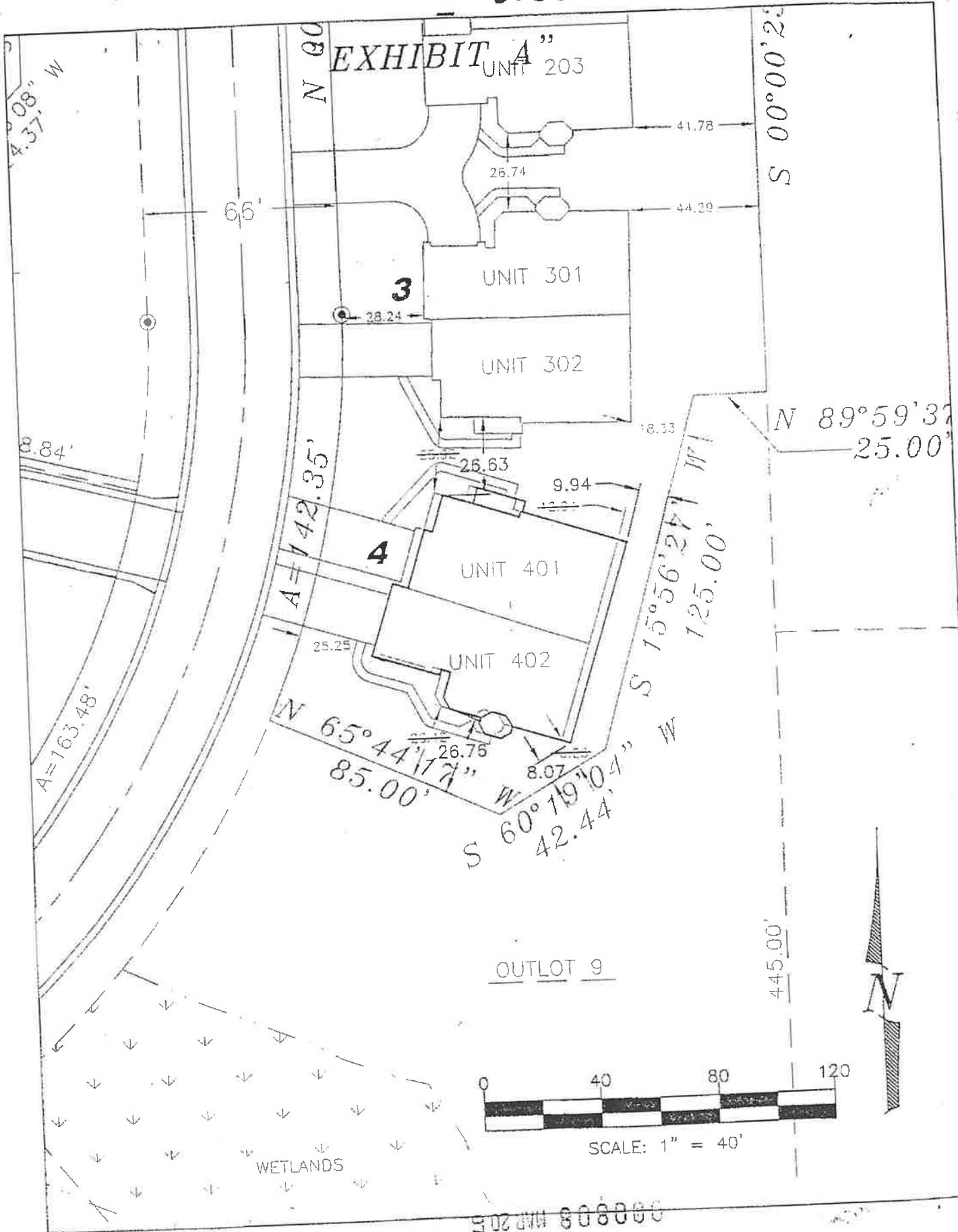
P.J. Burbach
2645 N Mayfair Rd Ste 130
Milwaukee, WI 53226

MNFV0096129

Parcel Identification Number

000808 MAR 2007

EXHIBIT A



000809 MAR 20 5

LILLY CREEK TOWNHOMES CONDOMINIUM
FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM

Document Title

3466192

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

03-20-2007 11:53 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 14.00
REC. FEE-CO: 3.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 6

Recording Area

Name and Return Address

P.J. BURBACH
2645 N MAYFAIR ROAD SUITE 130
MILWAUKEE, WI 53226

MNFV 0096129

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

LILLY CREEK TOWNEHOMES CONDOMINIUM

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

Whereas, LILLY CREEK, LLC ("Declarant") pursuant to the Wisconsin Condominium Ownership Act executed a Declaration of Condominium dated the 15th Day of November, 2006 (the "Declaration") Subjecting certain real property located in Waukesha County, Wisconsin to a Condominium regime known as "Lilly Creek Townhomes Condominium" (the "Condominium") and caused the Declaration to be recorded on November 20, 2006 at the office of Register of Deeds for Waukesha County, Wisconsin as Document No. 3437080; and

Whereas, Declarant now wishes to amend said Declaration;

Now, Therefore, pursuant to the Declaration and the Wisconsin Condominium Ownership Act, Declarant hereby amends portions of the Declaration as Follows:

1. Article 1.9 is hereby amended as follows: The following words are hereby deleted from paragraph 1.9 "Master Association assessments and management expense"
2. Article 6.3 is hereby amended as follows: Article 6.3 is hereby deleted in its entirety.
3. Article 2.2^{1C} is amended to read as follows: The General Common Elements that consist of all the condominium except the units and the limited common elements. General Common Elements shall also specifically include the storm water management facilities located under, on and above the lands known as Outlot 9 of the plat known as LILLY CREEK HIGHLANDS IV.
4. Exhibit A Page 1 of 3 is hereby amended as shown on the Attached Drawing: A new location and setbacks for Building #4 (See changes in BOLD)

Executed as of the 15th day of March, 2007.

DECLARANT:
LILLY CREEK, LLC

By: _____

PAUL J. BURBACH, JR.

Name/Title: Operating Member

MORTGAGEE CONSENT AND SUBORDINATION

The undersigned, M&I Marshall & Ilsley Bank, a Wisconsin banking corporation ("Bank"), as the holder of a mortgage and other security instruments affecting the real estate described within the First Amendment to the Declaration to which this Mortgagee Consent and Subordination is attached, do hereby consent to such First Amendment to the Declaration and subordinate of lien of Bank's mortgage to said First Amendment to the Declaration.

This Mortgagee Consent and Subordination is made as of the 1st day of March, 2007.

By: Thomas J. Furman
Name/Title: Thomas J. Furman
Vice President

By: Michael J. Revane
Name/Title: Michael J. Revane Business Banking Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF Waukesha)

Personally came before me this 1st day of March, ~~2006~~ ²⁰⁰⁷, the above-named Thomas J. Furman and Michael J. Revane as the Vice President and Business Banking Officer, respectively of M&I Marshall & Ilsley Bank, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

Glenn D. Schroeder
Name: Glenn D. Schroeder
Notary Public, Wisconsin
My Commission: Exp. 04/12/2009

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 1st day of March, 2007, the above-named PAUL J. BURBACH, JR., to me known to be the Operating Member of LILLY CREEK, LLC, and the person who executed the foregoing instrument in such capacity and acknowledged the same.

 Glenn D. Schroeder
Name Glenn D. Schroeder
Notary Public, Wisconsin
My Commission: Exp. 04/12/2009

This instrument was drafted by and to be returned to:
ATTORNEY PAUL J. BURBACH
2645 N. Mayfair Road, Suite 130
Wauwatosa, Wisconsin 53226
(414) 256-8833

001283 MAR 29 6

LILLY CREEK TOWNEHOMES CONDOMINIUM
SECOND AMENDMENT TO DECLARATION OF
CONDOMINIUM

3468573

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

03-29-2007 2:29 PM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 10.00
REC. FEE-CD: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 4

Document Title



WC3468573-004

Recording Area

Name and Return Address

ATTORNEY PAUL J. BURBACH
2645 N. MAYFAIR ROAD, SUITE 130
WAUWATOSA, WI 53226

MNFV 0096129

Parcel Identification Number (PIN)

ALL UNITS OF LILLY CREEK TOWNEHOMES CONDOMINIUMS

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

LILLY CREEK TOWNEHOMES CONDOMINIUM**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM**

Whereas, LILLY CREEK, LLC ("Declarant") pursuant to the Wisconsin Condominium Ownership Act executed a Declaration of Condominium dated the 15th Day of November, 2006 (the "Declaration") Subjecting certain real property located in Waukesha County, Wisconsin to a Condominium regime known as "Lilly Creek Townehomes Condominium" (the "Condominium") and caused the Declaration to be recorded on November 20, 2006 at the office of Register of Deeds for Waukesha County, Wisconsin as Document No. 3437080; and

Whereas, Declarant executed a First Amendment to Declaration of Condominium on March 1st 2007, and caused said First Amendment to Declaration of Condominium to be recorded on March 20, 2007 at the office of Register of Deeds for Waukesha County, Wisconsin as Document No. 3466192 and

Whereas, Declarant now wishes to Execute and Record a Second Amendment to Declaration of Condominium;

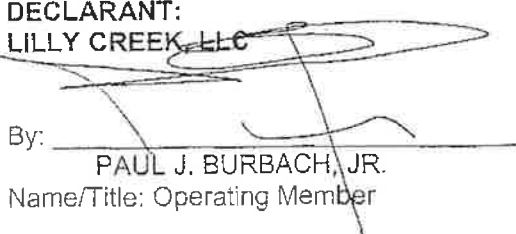
Now, Therefore, pursuant to the Declaration and the Wisconsin Condominium Ownership Act, Declarant hereby amends a portion of the Declaration as Follows:

Article 1.10 is hereby amended as follows: 1.10 Condominium "Condominium" shall be known as Lilly Creek Townehomes Condominium and shall mean the property, together with the units and common elements as they may hereafter be constructed on the property, and as the condominium may be expanded from time to time pursuant to Article 10.

Executed as of the 28th day of March, 2007.

DECLARANT:

LILLY CREEK, LLC

By: 

PAUL J. BURBACH, JR.

Name/Title: Operating Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 28th day of March, 2007, the above-named PAUL J. BURBACH, JR., to me known to be the Operating Member of LILLY CREEK, LLC, and the person who executed the foregoing instrument in such capacity and acknowledged the same.

A circular notary seal for William D. Schroeder, Notary Public, Wisconsin. The seal contains the text "WISCONSIN" and "NOTARY PUBLIC".

Name: William D. Schroeder
Notary Public, Wisconsin
My Commission: Expires: 4/12/2009

This instrument was drafted by and to be returned to:
ATTORNEY PAUL J. BURBACH
2645 N. Mayfair Road, Suite 130
Wauwatosa, Wisconsin 53226
(414) 256-8833

MORTGAGEE CONSENT AND SUBORDINATION

The undersigned, M&I Marshall & Isley Bank, a Wisconsin banking corporation ("Bank"), as the holder of a mortgage and other security instruments affecting the real estate described within the Second Amendment to the Declaration to which this Mortgagee Consent and Subordination is attached, do hereby consent to such Second Amendment to the Declaration and subordinate of lien of Bank's mortgage to said Second Amendment to the Declaration.

This Mortgagee Consent and Subordination is made as of the 28th day of March, 2007.

By: [Signature]
Name/Title: Thomas J. Furman
Vice President

By: [Signature]
Name/Title: Robert D. Engel
Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF Waukesha)

Personally came before me this 28th day of March, 2007, the above-named Thomas J. Furman and Robert D. Engel as the Vice President and Vice President, respectively of M&I Marshall & Isley Bank, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.



[Signature]
Name: Eileen D. Schroeder
Notary Public, Wisconsin
My Commission: Expires: 4/12/2009

000003 MAY 14 6



WC3480414-005

Document Number

LILLY CREEK TOWNEHOMES CONDOMINIUM
THIRD AMENDMENT TO DECLARATION OF
CONDOMINIUM

Document Title

3480414

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

05-14-2007 8:44 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 12.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 5

Recording Area

Name and Return Address

ATTONREY PAUL J. BURBACH
2645 N. MAYFAIR ROAD, SUITE 130
WAUWATOSA, WI 53226

MNFV 0096129

Parcel Identification Number (PIN)

ALL UNITS OF LILLY CREEK TOWNEHOMES CONDOMINIUMS

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.43(2m) WRDA 2/99

00004 MAY 14 5

**LILLY CREEK TOWNEHOMES CONDOMINIUM
THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM**

Whereas, LILLY CREEK, LLC ("Declarant") pursuant to the Wisconsin Condominium Ownership Act executed a Declaration of Condominium dated the 15th Day of November, 2006 (the "Declaration") subjecting certain real property located in Waukesha County, Wisconsin to a Condominium regime known as "Lilly Creek Townehomes Condominium" (the "Condominium") and caused the Declaration to be recorded on November 20, 2006 at the office of Register of Deeds for Waukesha County, Wisconsin as Document No. 3437080; and

Whereas, Declarant executed a First Amendment to Declaration of Condominium on March 1st, 2007, and caused said First Amendment to Declaration of Condominium to be recorded on March 20, 2007, at the office of Register of Deeds for Waukesha County, Wisconsin as Document No. 3466192 and

Whereas Declarant executed a Second Amendment to Declaration of Condominium on March 28th, 2007 and caused said Second Amendment to Declaration of Condominium to be recorded on March 29, 2007 at the office of Register of Deeds for Waukesha County, Wisconsin as Document No. 3468573 and

Whereas, Declarant now wishes to Execute and Record a Third Amendment to Declaration of Condominium:

Now, Therefore, pursuant to the Declaration and the Wisconsin Condominium Ownership Act, Declarant hereby amends a portion of the Declaration as Follows:

Article 2.1 is hereby amended as follows:

- 2.1 Units. The Condominium shall initially include Ten (10) Units, with Unit identification as set forth in Exhibit A. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceiling and floors inside the Unit and where two Units share a common wall, the midpoint of the common wall separating such Units, all as depicted in the floor plans attached as Exhibit A. Each Unit also includes the garage, garage door, all windows, window sashes, locks and frames, all doors, and all mechanical and utility installations that exclusively service that Unit.

Article 3.1 is hereby amended as follows:

- 3.1 Unit Interest. Each Unit shall have an interest equal to one (1) divided by the number of Units in the Condominium. Upon the recordation of this Declaration, the Interest appurtenant to each of Ten (10) Units in Phase I is Ten percent (10%). The respective Interests shall be reduced if the Condominium is expanded as set

000005 MAY 14 6

forth in Article 10; provided, however, such percentage interests will not be reduced below 2.94 percent (2.94%) if the Condominium is fully expanded to thirty-four (34) Units.

Executed as of the 27th day of APRIL, 2007.

DECLARANT:
LILLY CREEK, LLC

By: 

PAUL J. BURBACH, JR.
Name/Title: Operating Member

000006 MAY 14 5

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF WAUKESHA)

Personally came before me this 27 day of APRIL, 2007, the above-named PAUL J. BURBACH, JR., to me known to be the Operating Member of LILLY CREEK, LLC and the person who executed the foregoing instrument in such capacity and acknowledged the same.



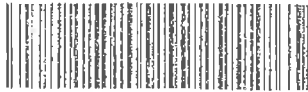
Name: PAUL J. BURBACH
Notary Public, Wisconsin
My Commission Expires: 15 PERMANENT



This instrument was drafted by and to be returned to:
ATTORNEY PAUL J. BURBACH
2645 N. Mayfair Road, Suite 130
Wauwatosa, Wisconsin 53226
(414) 256-8833

MORTGAGEE CONSENT AND SUBORDINATION

000142 JUN 28 5



WC3492640-005

LILLY CREEK TOWNEHOMES
CONDOMINIUM FOURTH AMENDMENT
TO DECLARATION OF CONDOMINIUM

Title of Document

3492640

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

06-28-2007 9:46 AM

MICHAEL J. HASSLINGER
REGISTER OF DEEDS

REC. FEE: 12.00
REC. FEE-CO: 5.00
REC. FEE-ST: 2.00
TRAN. FEE:
TRAN. FEE-STATE:
PAGES: 5

Record this document with the Register of Deeds

Name and Return Address:

P.J. Burbach
2645 North Mayfair Road, Suite 130
Milwaukee, WI 53226

MNFV 0096129

(Parcel Identification Number)

PD 19/5

ALL UNITS OF LILLY CREEK TOWNEHOMES CONDOMINIUMS

**LILLY CREEK TOWNEHOMES CONDOMINIUM
FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM**

Whereas, LILLY CREEK, LLC ("Declarant") pursuant to the Wisconsin Condominium Ownership Act executed a Declaration of Condominium dated the 15th Day of November, 2006 (the "Declaration") subjecting certain real property located in Waukesha County, Wisconsin to a Condominium regime known as "Lilly Creek Townehomes Condominium" (the "Condominium") and caused the Declaration to be recorded on November 20, 2006 at the office of Register of Deeds for Waukesha County, Wisconsin as Document No. 3437080; and

Whereas, Declarant executed a First Amendment to Declaration of Condominium on March 1st, 2007, and caused said First Amendment to Declaration of Condominium to be recorded on March 20, 2007, at the office of Register of Deeds for Waukesha County, Wisconsin as Document No. 3466192 and

Whereas, Declarant executed a Second Amendment to Declaration of Condominium on March 28th, 2007 and caused said Second Amendment to Declaration of Condominium to be recorded on March 29, 2007 at the office of Register of Deeds for Waukesha County, Wisconsin as Document No. 3468573 and

Whereas, Declarant executed a Third Amendment to Declaration of Condominium on April 27, 2007, and caused said Third Amendment to Declaration of Condominium to be recorded on May 14, 2007 at the office of Register of Deeds for Waukesha County, Wisconsin as Document No. 3480414; and

Whereas, Declarant now wishes to Execute and Record a Fourth Amendment to Declaration of Condominium;

Now, Therefore, pursuant to the Declaration and the Wisconsin Condominium Ownership Act, Declarant hereby amends a portion of the Declaration as Follows:

1. Article 9.2 The first sentence is amended to read as follows:

The Association insurance coverage shall be in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement, without deduction or allowance for depreciation.

2. Article 5.1a is hereby amended to read as follows:

The budget shall include the funding of an adequate replacement reserve and insurance deductible reserve out of general assessments.

3. Article 2.1 is hereby amended to read as follows:

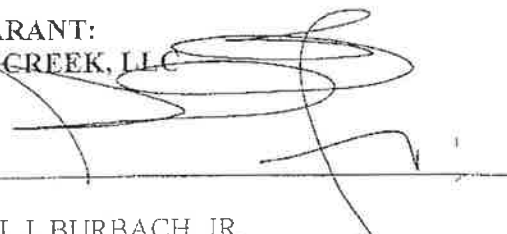
The Condominium shall initially include Ten (10) Units, with Unit identification as set forth in Exhibit A. The boundaries of each Unit shall consist of the interior undecorated surfaces of the perimeter walls, ceilings and floors inside the Unit. Supply lines, waste lines, pipes, wires, conduits or public utility lines which exclusively service the Unit, the basement, the garage, all windows and doors, overhead garage doors, window and door frames, glass, locks shall also be part of the Unit.

4. Article 2.2d is hereby amended to read as follows:

All supply lines, waste lines, pipes, wires, conduits or public utility lines outside of a Unit shall be General Common Elements to the extent not owned and / or maintained by any public utility, government unit or cable television company.

Executed as of the 12th day of JUNE, 2007.

DECLARANT:
LILLY CREEK, LLC

By: 

PAUL J. BURBACH, JR.
Name/Title: Operating Member

000146 JUN 28 5

MORTGAGEE CONSENT AND SUBORDINATION

The undersigned, M & I Marshall & Isley Bank, a Wisconsin banking corporation ("Bank"), as the holder of a mortgage and other security instruments affecting the real estate described within the Fourth Amendment to the Declaration to which this Mortgagee Consent and Subordination is attached, do hereby consent to such Fourth Amendment to the Declaration and subordinate of lien of Bank's mortgage to said Fourth Amendment to the Declaration.

This Mortgagee Consent and Subordination is made as of the 18th day of June, 2007.

By: [Signature]
Name/Title Kent B. Eliason
Vice President

By: [Signature]
Name / Title Robert D. Engel
Vice President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)SS
COUNTY OF Waukesha)

Personally came before me this 18th day of June, 2007, the above-named Kent B. Eliason and Robert D. Engel as the Vice President and Vice President, respectively of M & I Marshall & Isley Bank, to me known to be the persons who executed the foregoing instrument in such capacity and acknowledged the same.

[Signature]
Name Glenn D. Schroeder
Notary Public, Wisconsin
My Commission Expires: 04/12/2009

Document Number

LILLY CREEK TOWNEHOMES
CONDOMINIUM
FIFTH AMENDMENT TO
DECLARATION OF
CONDOMINIUM

4119828

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

January 15, 2015 03:33 PM
James R Behrend
Register of Deeds

9 PGS
TOTAL FEE: \$30.00
TRANS FEE: \$0.00

Book Page -



Recording Area

Name and Return Address

ATTORNEY JOHN GRAETTINGER
12750 WEST NORTH AVE SUITE B
BROOKFIELD WI 53005

Parcel Identification Number (PIN)

C-30/9

THIS PAGE IS PART OF THIS LEGAL DOCUMENT -- DO NOT REMOVE

This information must be completed by submitter: Document Title, name and return address, and PIN, (if required). Other information such as the granting clauses, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.
WRDA Rev. 12/22/2010

**LILLY CREEK TOWNEHOMES CONDOMINIUM
FIFTH AMENDMENT TO DECLARATION
OF CONDOMINIUM**

This FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM (hereinafter Fifth Amendment) is made by Lilly Creek, LLC, a Wisconsin limited liability company (hereinafter Declarant) pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes, and the Declaration as hereinafter defined of Lilly Creek Townehomes Condominium (hereinafter Condominium).

WITNESSETH:

WHEREAS Condominium was originally created by a DECLARATION OF CONDOMINIUM dated November 15, 2006 and recorded on November 20, 2006 at the office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 3437080;

WHEREAS a FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM was dated March 1, 2007 and recorded on October 20, 2006 at the office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 3466192;

WHEREAS a SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM was dated March 28, 2007 and recorded on March 29, 2007 at the office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 3468573;

WHEREAS a THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM was dated April 27, 2007 and recorded on May 14, 2007 at the office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 3480414;

WHEREAS a FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM was dated June 12, 2007 and recorded on June 28, 2007 at the office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 3492640;

WHEREAS the original recorded declaration together with all of the amendments set forth above are hereinafter referenced as the "Declaration";

WHEREAS, prior to this Fifth Amendment, the Condominium had a total of ten (10) units in the First Phase;

WHEREAS in Article 10 of the Declaration, Declarant reserved the right to expand the Condominium by subjecting to the Declaration any portion of the Expansion Real Estate defined in Section 1.15 and described in Exhibit A and also by constructing thereon, either before or after such expansion, no more than an additional twenty-four (24) Units;

WHEREAS Declarant now desires to add to the Condominium a Second Phase by subjecting to the Declaration a portion of the Expansion Real Estate (said portion being hereafter called the Second Phase Property) and to construct thereon six (6) Buildings consisting of two (2) Units each for a total of twelve (12) Units making a total twenty-two (22) Units in the First Phase and in the Second Phase;

NOW, THEREFORE, Declarant, the fee owner of the Second Phase Property, pursuant to Article 10 of the Declaration, hereby amends the Declaration by submitting the Second Phase Property described in Exhibit A - 1 attached hereto and the additional buildings and improvements to the Condominium Ownership Act and the Declaration as though fully set forth therein, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of utilities, all other matters of record, and the following restrictions and conditions:

1. Exhibits A - 1 and A - 2 attached hereto are added to the Declaration.
2. Section 1.15 entitled "Expansion Real Estate" of the Declaration is amended to read:

"Expansion Real Estate" shall mean those lands described on Exhibit A - 1 and reserved for possible annexation to the Condominium.

3. Section 1.16 entitled "Floor Plans" of the Declaration is amended to read:

"Floor Plans" for the First Phase shall mean the diagrammatic floor plans of each Unit showing approximate dimensions, floor area and location, attached as Exhibit A. "Floor Plans" for the Second Phase shall mean the diagrammatic floor plans of each Unit showing approximate dimensions, floor area and location, attached as Exhibit A - 2.
4. Section 1.22 entitled "Phase" of the Declaration is amended to read:

The First Phase consists of those ten (10) Units described in this Declaration on Exhibit A; the Second Phase consists of those twelve (12) Units described in this Declaration on Exhibit A - 1, and each subsequent Phase will be identified in expansion amendments pursuant to Article 10 hereof.
5. The second sentence in Section 1.24 entitled "Property" of the Declaration is amended to read:

"Property" shall mean the real estate subject to this Declaration, as described and depicted on Exhibit A and Exhibit A - 1, together with such portions of the Expansion Real Estate, if any, as are hereinafter added to the Condominium as described in Article 10.
6. The first two sentences of Section 2.1 entitled "Units" of the Declaration is amended to read as follows:

The Condominium shall include ten (10) Units in the First Phase and twelve (12) Units in the Second Phase. The boundaries of each Unit shall consist of the interior planes of the perimeter walls, ceiling and floors inside the Unit and where two Units share a common wall, the midpoint of the common wall separating such Units, all as depicted in the floor plans attached as Exhibit A and Exhibit A - 2.

7. The second sentence of Section 3.1 entitled "Unit Interest" of the Declaration is amended to read as follows:

The interest appurtenant to each of the twenty-two (22) Units in the First Phase and the Second Phase is 4.54%.

8. The legal description of the Condominium lands as set forth on Exhibit A of the Declaration is amended by adding the legal description for the Second Phase Property set forth on attached Exhibit A - 1; the legal description of the Expansion lands as set forth on Exhibit A of the Declaration is amended by deleting the legal description for the Second Phase and is as set forth on attached Exhibit A - 1.
9. The Unit identification which is part of Exhibit A of the Declaration is amended by adding to it the following:

Building No.:	Unit No.:	Street Address:
5	501	W128 N6795 Northfield Circle
5	502	N67 W12898 Northfield Circle
6	601	N67 W12912 Northfield Circle
6	602	N67 W12924 Northfield Circle
7	701	N67 W12936 Northfield Circle
7	702	N67 W12938 Northfield Circle
8	801	W129 N6793 Northfield Circle
8	802	W129 N6787 Northfield Circle
9	901	N67 W12885 Northfield Circle
9	902	N67 W12899 Northfield Circle
10	1001	N67 W12915 Northfield Circle
10	1002	N67 W12929 Northfield Circle

All addresses are Menomonee Falls, Wisconsin 53051.

By submitting the Second Phase Property, Declarant does not waive any of the rights to it reserved in Article 10 of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

Dated this 14th day of January, 2015.

Lilly Creek, LLC

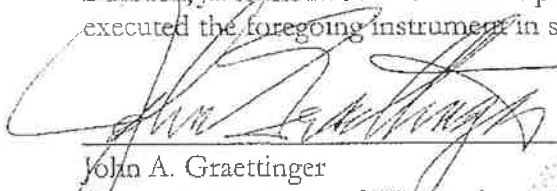
By: _____

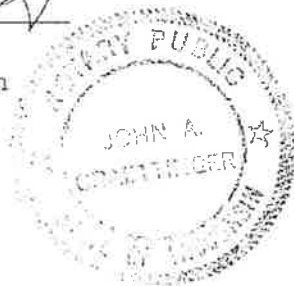
Paul J. Burbach, Jr. - Operating Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 14th day of January, 2015, the above named Paul J. Burbach, Jr. to me known to be the Operating Member of Lilly Creek, LLC, and the person who executed the foregoing instrument in such capacity and acknowledged the same.


John A. Graettinger
Notary Public, State of Wisconsin
My commission is permanent.



MORTGAGEE CONSENT AND SUBORDINATION

The undersigned Cornerstone Community Bank, ("Bank"), as the holder of a mortgage and other security instruments affecting the real estate described within the Amendment to which this Mortgage Consent and Subordination is attached, does hereby consent to such Amendment and subordinates the lien of Bank's mortgage to said Amendment.

This Mortgagee Consent and Subordination is made as of the 15th day of January, 2015.

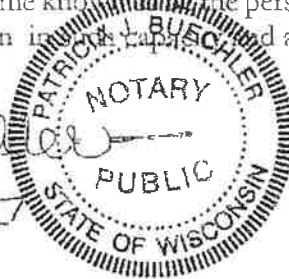
By: 
Name: Rick Norotny
Title: Vice President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
WAUKESHA COUNTY)

Personally came before me this 15th day of January, 2015, the above named Rick Novotney to me known and the persons who executed the foregoing Mortgage Consent and Subordination in and to BUROCH and acknowledged the same.

Notary Public, State of Wisconsin
My commission expires: 7-29-17



This document drafted by:
Attorney John A. Graettinger
Wisconsin State Bar No. 1015469
12750 West North Avenue
Suite B
Brookfield, WI 53005
Telephone No. (262) 432-1272

OF CSM 92088 BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 20 EAST, IN THE VILLAGE OF MEINIGHREE FALLS, WAUKESHA COUNTY, WISCONSIN

Commencing at the Northwest corner of said Lot 121, said point also being the point of beginning of lands herein after described; thence S00°15'38"E along the extension of said line

LEGAL DESCRIPTION FOR EXPANSION LOT 20

commencing at the Northwest corner of said Lot 121, thence N89°05'28"W, along the exterior of Lot 121, 417.84 feet to a point; thence along said exterior, 151.46 feet to the point of beginning of lands hereinafter described;

[illegible]

limited common elements (L.C.E.) consist of the walls, ceilings, floors, and other parts of the building which it is accessed by a leasehold unit and the driveway immediately adjacent and appurtenant to each unit to the garage door to each unit.

human habitat, generated or reconstructed in ecological conformity with the environment, regardless of the shifling, settlement, or other circumstances or conditions, or situated in the organization of space on the construction plot, and the social, physical, and human elements of buildings from architectural plans, not setting physical boundaries of any kind; or

readings are referenced to the North line of the SE $\frac{1}{4}$ of Section 24-6-20, which was taken to bear S89°N45'W.

and location, and do not represent a built condition.

COMMON ELEMENTS

STATE OF WISCONSIN
SS

UNIT OF WALKERH4)

JOHN D. DOWNING, BERN

4. **CONCLUSIONS ON DATA REPOSSES AND STATES AS FOLLOWS:**

3. THAT I AM A FULLY LICENSED AND REGISTERED LAND SURVEYOR IN THE STATE OF MISSISSIPPI.

APPROPRIATE GOVERNMENTAL AND PUBLIC AGENCY INFORMATION

3. THAT EXHIBIT "A" DATED 1-10-89 IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED WITH THE

4. THAT EXHIBIT "A", PAGE 2 SHOWS THE HOA'S ALLEGED LEGAL DESCRIPTION OF ULLY CREEK TOWNHOMES CONDOMINIUM ASSOCIATION.

THE UNIT NUMBERS DESIGNATING EACH UNIT IN BUILDING 11 THROUGH 14
3. THAT THE FLAT IS A POSITIVE SPACE

AND THE COMMON ELEMENTS CAN BE DETERMINED BY THE CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE PORTION AND THE PORTION DESCRIBED.

6. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR DOES THE UNDERSIGNED SURVEYOR MAKE ANY WARRANTY, EXPRESS OR IMPLIED, REGARDING THE INFORMATION CONTAINED HEREIN.

THE MEASUREMENT OF THE CONDOMINIUM BUILDINGS AND UNITS CONTAINING THEREIN SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

N. D. DOWNING, RLS-1932

10/11/2001 10:01:15 AM

EXHIBIT A-1

[illegible]

ATED THIS 31st DAY OF DECEMBER 2001.

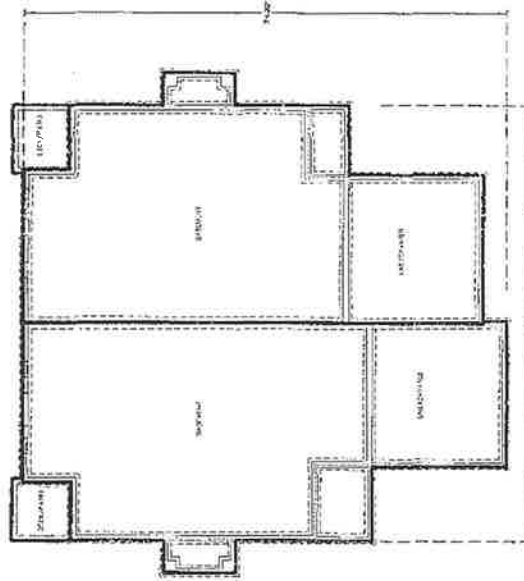
LILLY CREEK TOWNEHOMES CONDOMINIUM ADDENDUM 1

LOT 121 OF "LILLY CREEK HIGHLANDS IV", BEING A PART OF PARCEL 3, 4 AND VACATED STREET OF CSM #2088 BEING A PART OF THE NORTHWEST 1/4 OF THE SOUTH-EAST 1/4 OF SECTION 24, TOWN 8 NORTH, RANGE 20 EAST, IN THE VILLAGE OF NEIMOMCHEE FALLS, WAUKESHA COUNTY, WISCONSIN

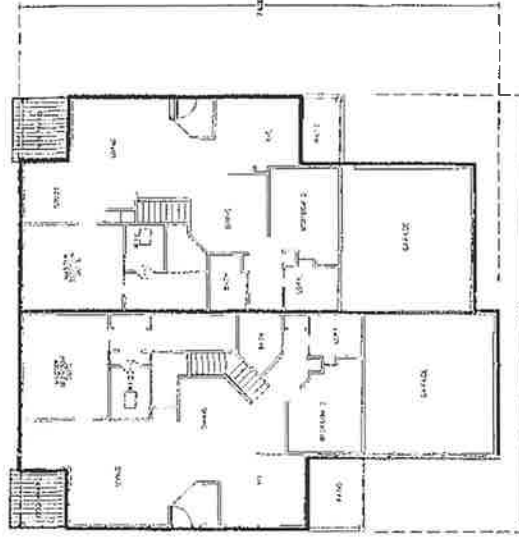
UNITS: 502, 801, 702, 801, 901, 1001

UNITS: 502, 603, 702, 801, 901, 1001

UNITS: 501, 802, 701, 802, 902, 1002



FOUNDATION PLAN



FIRST FLOOR PLAN

BUILDING NUMBER	UNIT NUMBER	STREET ADDRESS
3	501	W12823 NORTHSHIRE CIRCLE
3	502	W12823 NORTHSHIRE CIRCLE
6	601	W12823 NORTHSHIRE CIRCLE
6	602	W12823 NORTHSHIRE CIRCLE
7	701	W12823 NORTHSHIRE CIRCLE
7	702	W12823 NORTHSHIRE CIRCLE
9	801	W12823 NORTHSHIRE CIRCLE
9	802	W12823 NORTHSHIRE CIRCLE
10	901	W12823 NORTHSHIRE CIRCLE
10	902	W12823 NORTHSHIRE CIRCLE



LAND SURVEYING, PLANNING, & CONSTRUCTION
P.O. BOX 12, EASTLAND, WI 53022
WWW.LANDTECHSURVEYING.COM
TEL: 262.357.7599

THIS PLAN IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAN.

EXHIBIT A-2