

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

This SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM (hereinafter "Sixth 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").

This Sixth Amendment also confirms the transfer of title to Outlots 9 and 11 of Lilly Creek Highlands IV and the Association's responsibility to maintain those Outlots.

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; and

WHEREAS, a First Amendment to Declaration of Condominium was dated March 1, 2007, and recorded on March 20, 2007, at the office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 3466192; and

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; and

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; and

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; and

WHEREAS, a Fifth Amendment to Declaration of Condominium was dated January 14, 2015, and recorded on January 15, 2015, at the office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 4119828; and

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

WHEREAS, prior to this Sixth Amendment, the Condominium had a total of twenty (22) units in the First and Second Phases; and

WHEREAS, Article 10 of the Declaration provided that 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 of the Declaration and described in Exhibit A and also by constructing thereof, either before or after such expansion, no more than an additional twenty-four (24) Units; and

WHEREAS, Declarant now desires to add to the Condominium a final Third Phase by subjecting to the Declaration a portion of the Expansion Real Estate (said portion being hereinafter called the "Third 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 of thirty-four (34) Units in the First Phase, Second Phase and Third Phase; and

WHEREAS, pursuant to the provisions of the Declaration, the time to expand the Condominium by exclusive action of the Declarant has expired and the expansion of the Condominium is now governed by the provisions of Article 10 and Article 11 of the Declaration.

providing that written consent of owners of Units representing at least seventy percent (70%) of the Interest and their mortgage holders, if any, consent to this amendment and expansion ("Majority Consent"); and

WHEREAS, the execution and recording of this instrument constitutes the certification by the Declarant and the Owners Association that the requisite Majority Consent has been obtained.

NOW, THEREFORE, Declarant, the fee owner of the Third Phase Property, pursuant to Article 10 and 11 of the Declaration, hereby amends the Declaration by submitting the Third Phase Property described in Exhibit A-3 attached hereto and the additional buildings and improvements to be constructed thereon 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 together with the following amendment, covenants, restrictions and conditions:

1. Exhibits A-3 and A-4 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 A-3.

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. "Floor Plans" for the Third Phase shall mean the diagrammatic floor plans of each Unit showing approximate dimensions, floor area and location, attached as Exhibit A-2 to the Fifth Amendment.

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 the Fifth Amendment to the Declaration on Exhibit A-1; the Third Phase consists of those twelve (12) Units identified and described in this Sixth Amendment to the Declaration on Exhibit A-3.

5. 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-5.

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, twelve (12) Units in the Second Phase and twelve (12) Units in the Third 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 thirty-four (34) Units in the First, Phase, Second Phase and Third Phase is 2.947%.

8. Paragraph 3 of the Fifth Amendment to Declaration is deleted and replaced with the following:

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 and Third Phase Property as set forth on Exhibit A-1 and A-3 as well as Outlots 9 and 11 as set forth on Exhibit A-4.

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:
11	1101	W129 N6758, Northfield Circle
11	1102	N67 W12954, Northfield Circle
12	1201	N67 W12943, Northfield Circle
12	1202	N67 W12941, Northfield Circle
13	1301	N67 W12953, Northfield Circle
13	1302	N67 W12949, Northfield Circle
14	1401	W129 N6745, Northfield Circle
14	1402	W129 N6739, Northfield Circle
15	1501	W129 N6769, Northfield Circle
15	1502	W129 N6753, Northfield Circle
16	1601	W129 N6775, Northfield Circle
16	1602	W129 N6771, Northfield Circle

All addresses are Menomonee Falls, Wisconsin 53051

10. **Confirmation of Conveyance Regarding Outlots 9 and 11.** The Declarant hereby confirms that it was the subdivider and/or owner of Outlot 9 and 11 ("Outlots") of Lilly Creek IV pursuant to the recorded Plat of Subdivision recording as Document No. 3417963 in the Waukesha County Register of Deeds Office on September 7, 2006 ("Plat of Subdivision"), which Outlots are legally described on the attached Exhibit A-4, together with all improvements constructed or to be constructed thereon and all easements, rights and appurtenants pertaining thereto. Declarant further confirms that such Outlots, as a condition of recording the Plat of Subdivision, were required to be fractionally owned by each Lot Owner and/or Unit Owner and to be maintained as Common Elements by the Association, and does hereby confirm such grant and conveyance of an undividable fractional ownership interest to such Owners.

11. **Conflicts.** In the event a conflict exists among any of the provisions of the Declaration, or any amendments thereto, the most recent amendment shall be considered controlling in all respects.

12. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same Amendment. Any counterparts of this Amendment may be executed and delivered by any party by facsimile or by e-mail transmission in portable document format “(PDF)” and any document so executed and delivered shall be considered an original for all purposes.

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Dated this 23rd day of June, 2017

Lilly Creek Homeowners Association, Inc.

By: 
Its President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally came before me this 23rd day of June, 2017, the above named Lori A. Becker to me known to be the President of Lilly Creek Homeowners Association, Inc., and the person who executed the foregoing instrument in such capacity and acknowledged the same.




Notary Public, State of Wisconsin County of Waukesha
My Commission 4/22/19

Dated this 5th day of June, 2017

Owner of Unit No. 601

Lori A. Becker
Lori A. Becker

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
WAUKESHA COUNTY)

Personally ~~came~~ before me this 5th day of June, 2017, the above named Lori A. Becker to me known to ~~be~~ the Owner of Unit No. 601 and the person who executed the foregoing instrument and acknowledged the same.



Christopher P. Klauck Christopher P. Klauck
Notary Public, State of Wisconsin
My Commission 4/22/19

MORTGAGEE CONSENT AND SUBORDINATION

The undersigned _____ ("Bank"), as the holder of a mortgage and/or other security instruments affecting the unit owned by Lori A. Becker, 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 ____ day of _____, 2017.

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT

STATE OF _____)
) SS.
_____ COUNTY)

Personally came before me this ____ day of _____, 2017, the above named _____ to me known to be the person who executed the foregoing Mortgagee Consent and Subordination in such capacity and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

EXHIBIT A-3 Phase III Expansion Land

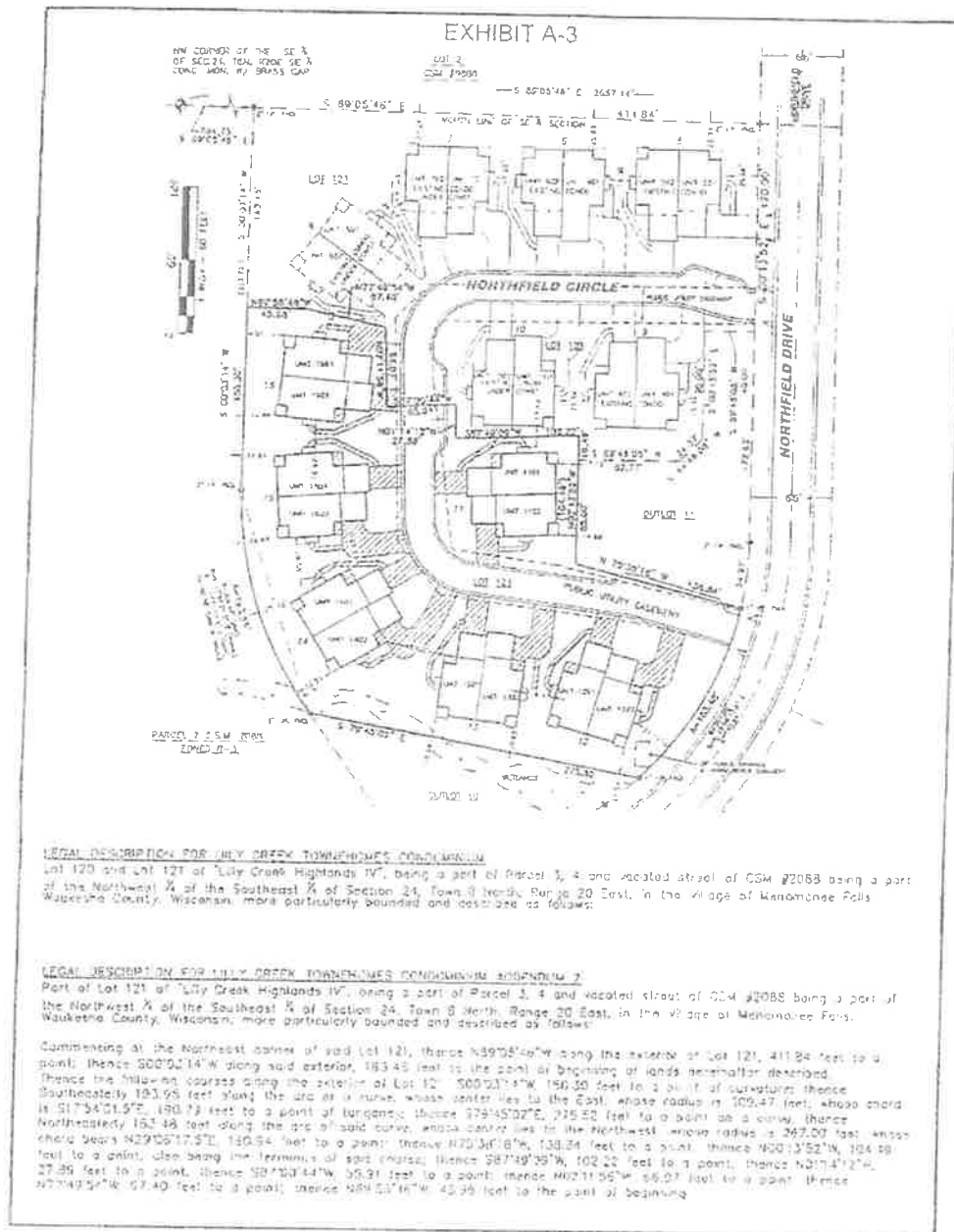


EXHIBIT A-4

Legal Description of Outlots 9 and 11

Outlot Nine (9) and Outlot Eleven (11) in LILLY CREEK HIGHLANDS IV, being a part of Parcels Three (3), Four (4) and the vacated street of CSM #2088, being a part of the Northwest one-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-four (24), in Township Eight (8) North, Range Twenty (20) East, in the Village of Menomonee Falls, Waukesha County, State of Wisconsin.

EXHIBIT A-5

Legal Description of Condominium Property Including as Expanded

All of Lot 120 and 121 in LILLY CREEK HIGHLANDS IV, being a part of Parcels Three (3), Four (4) and the vacated street of CSM #2088, being a part of the Northwest one-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-four (24), in Township Eight (8) North, Range Twenty (20) East, in the Village of Menomonee Falls, Waukesha County, State of Wisconsin, now known as:

Unit Nos. 101, 102 and 103 in Building No. 1; Unit Nos. 201, 202 and 203 in Building No. 2; Unit Nos. 301 and 302 in Building No. 3; Unit Nos. 401 and 402 Building No. 4; Unit Nos. 501 and 502 in Building No. 5; Unit Nos. 601 and 602 in Building No. 6; Unit Nos. 701 and 702 in Building No. 7; Unit Nos. 801 and 802 in Building No. 8; Unit Nos. 901 and 902 in Building No. 9; Unit Nos. 1001 and 1002 in Building No. 10; Unit Nos. 1101 and 1102 in Building No. 11; Unit Nos. 1201 and 1202 in Building No. 12; Units Nos. 1301 and 1302 in Building No. 13; Unit Nos. 1401 and 1402 in Building No. 14; Unit Nos. 1501 and 1502 in Building No. 15; Unit Nos. 1601 and 1602 in Building No. 16, and so much of the undivided interest in the common areas and facilities appurtenant to such unit in the percentage specified and established in the hereinafter-mentioned Declaration and Amendments thereto, in a Condominium commonly known as LILLY CREEK TOWNEHOMES CONDOMINIUM created under the Condominium Ownership Act of the State of Wisconsin by Declaration recorded on November 20, 2006 in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 3437080, and by an Affidavit of Correction recorded on March 20, 2007 as Document No. 3466191, and by First Amendment to Declaration of Condominium recorded on March 20, 2007 as Document No. 3466192 and by Second Amendment to Declaration of Condominium recorded on March 29, 2007 as Document No. 3468573 and by Third Amendment to Declaration of Condominium recorded on May 14, 2007 as Document No. 3480414 and by Fourth Amendment to Declaration of Condominium recorded on June 28, 2007 as Document No. 3492640 and by Fifth Amendment to Declaration recorded on January 15, 2015 as Document No. 4119828. In the Village of Menomonee Falls, Waukesha County, Wisconsin.

FOR INFORMATIONAL PURPOSES ONLY:

The below property is subject to a fractional ownership interest in Unit owners and the Association is responsible for maintaining as common element.

Outlot Nine (9) and Outlot Eleven (11) in LILLY CREEK HIGHLANDS IV, being a part of Parcels Three (3), Four (4) and the vacated street of CSM #2088, being a part of the Northwest one-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-four (24), in Township Eight (8) North, Range Twenty (20) East, in the Village of Menomonee Falls, Waukesha County, State of Wisconsin.

**Electronically Recorded
4740910**

WALKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend

Recorded On: 10/11/2023 2 12:16 PM
Total Fee \$30.00 Page(s) 9
Transfer Tax \$0.00

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

Document Number

**SEVENTH AMENDMENT TO
CONDOMINIUM
DECLARATION FOR LILLY
CREEK TOWNHOMES
CONDOMINIUM**

Title of Document

Recording Area

Name and Return Address
Attorney Brian Smigelski
13845 Bishop's Drive, Suite 300
Brookfield, Wisconsin 53005

MNPV 0096129
Parcel Identification Number (PIN)

LILLY CREEK TOWNEHOMES CONDOMINIUM

SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM

This Seventh Amendment to Declaration of Condominium ("Seventh Amendment") is made effective this 11th day of October, 2023, by Lilly Creek Townehomes Condominium Owners Association, Inc., a non-stock, nonprofit corporation under the laws of the State of Wisconsin (the "Association"), by approval of the required percentage of the Interests (such term, and all defined terms used herein, shall have the meaning provided in the Declaration unless otherwise stated) in the Association pursuant to the Wisconsin Statutes chapter 703, the Wisconsin Condominium Ownership Act (the "Act"), and Section 11 of the "Declaration," as hereinafter defined.

WHEREAS, the Declaration of Condominium establishing the condominium known as Lilly Creek Townehomes Condominium, dated November 15, 2006 and covering the Property was recorded in the Waukesha County Register of Deeds' office on November 20, 2006 as Document No. 3437080 (the "Original Declaration"); and

WHEREAS, the First Amendment to Declaration of Condominium, dated March 1, 2007, was recorded in the Waukesha County Register of Deeds' office on March 20, 2007 as Document No. 3466192; and

WHEREAS, the Second Amendment to Declaration of Condominium, dated March 28, 2007, was recorded on March 29, 2007 in the Waukesha County Register of Deeds' office as Document No. 3468573; and

WHEREAS, the Third Amendment to Declaration of Condominium, dated April 27, 2007, was recorded on May 14, 2007 in the Waukesha County Register of Deeds' office as Document No. 3480414, and

WHEREAS, the Fourth Amendment to Declaration of Condominium, dated June 12, 2007, was recorded on June 28, 2007 in the Waukesha County Register of Deeds' office as Document No. 3492640; and

WHEREAS, the Fifth Amendment to Declaration of Condominium, dated January 14, 2015, was recorded on January 15, 2015 in the Waukesha County Register of Deeds' office as Document No. 4119828; and

WHEREAS, the Sixth Amendment to Declaration of Condominium, dated June 23, 2017, was recorded on June 27, 2017 in the Waukesha County Register of Deeds' office as Document No. 4284979 (the Original Declaration, collectively with and as amended by the six amendments referenced herein, is referred to herein as the "Declaration"); and

WHEREAS, the Declaration may be amended by (i) written consent of Owners of Units which represent at least seventy percent (70%) of the Interests in the Association, which consent is effective so long as the Mortgagee of the Unit for which it is given has also approved of such

consent to the amendment; (ii) approval of at least fifty-one percent (51%) of Mortgagees as to matters prescribed in Section 11.3 of the Declaration, and (iii) if the amendment would adversely affect the special rights reserved to the Declarant and the Declarant still owns any unsold Units, the Declarant; and

WHEREAS, the Declarant no longer owns any unsold Units within the Condominium, and

WHEREAS, in order to provide for a more cohesive and stable community within the Condominium and to preserve property values by ensuring a pride of ownership and investment in the community existing therein, the Association desires to subject the Condominium to this Seventh Amendment; and

WHEREAS, the Owners holding the necessary percentage of Interests have approved this Seventh Amendment as set forth in the attached **Exhibit A**, with the consent of their Mortgagees; and

WHEREAS, the Mortgagees have approved this Seventh Amendment, as provided in the Act; and

NOW, THEREFORE, the Association makes this Seventh Amendment declaring that the Declaration shall be amended as set forth herein, and that the covenants and restrictions hereafter set forth shall be binding upon all persons having any right, title or interest in the Condominium, including their heirs, personal representatives, grantees, successors and assigns, effective as of the date of the filing of this Seventh Amendment.

1. Each of the above recitals is true and correct and is hereby incorporated by this reference

2. Section 7.2 of the Declaration shall be amended, modified and restated as follows:

“7.2 Non-rental of Units. No Owner shall be permitted to lease a Unit or any portion thereof. Further, no Occupants who are not also an Owner shall be permitted to reside in a Unit, except as set forth herein.

a. **Non-Owner Occupant.** A non-Owner may occupy a Unit simultaneously with the occupancy of a Unit Owner so long as financial consideration provided to or for the benefit of one or more Owners is not a substantial term or a condition of the non-Owner's occupancy.

b. **Ownership by a Non-natural Person** So long as the arrangement is established in good faith for tax or estate planning or other otherwise legitimate and meaningful purpose(s), the good faith, legitimate and meaningful purpose of which shall be subject to the determination of the Board in its sole discretion, a Unit owned by a corporation, limited liability company, partnership, trust or other non-individual entity will be considered to be occupied by the Unit Owner for purposes hereof if one (1)

or more of the principal owners of such entity, or the settlors or beneficiaries of such trust, continuously occupy the Unit.

- c. **Eligibility for Occupancy by Non-Owners.** In the event of any non-Owner occupancy expressly permitted in this Section 7.2, each Occupant acknowledges: (i) The obligation to comply with the terms of the Declaration, the Bylaws, the Articles and the Rules of the Association (a copy of which shall be made available by the Owner to each non-Owner Occupant or the parties may request an additional copy from the Association), as well as the Act; and (ii) to accept and to acknowledge as properly delivered any Association-related notices or communications to the non-Owner Occupant's attention if such notices or communications are delivered to the Unit by mail or by courier, messenger or the personal delivery of a representative of the Association, or in the alternative the non-Owner Occupant shall provide the Association with a valid phone number or email address at which the non-Owner Occupant acknowledges and agrees to accept delivery of official notices if transmitted via email or text message. Each such non-Owner Occupant must provide this acknowledgment in writing as requested or required by the Association, within ten (10) days of the Association's request delivered to the Unit by mail or by hand delivery (or such other delivery method allowed above as specified by the non-Owner Occupant. Failure to sign such acknowledgment, however, shall not excuse any non-Owner Occupant of a Unit from the requirements of this Paragraph 7.2 c., which shall be referred to as the "Non-Owner Occupancy Requirements."
- d. **Compliance with Non-Owner Occupancy Requirements.** Within thirty (30) days of the date this Seventh Amendment is recorded with the County, each Unit Owner then permitting any non-Owner Occupant to reside in his, her, or its Unit in a manner that is not permitted under this Section 7.2 shall provide to the current non-Owner Occupant(s) notice that the tenancy shall end upon the expiration of the shortest available notice period as an Owner may lawfully provide to any non-Owner Occupants, and shall provide proof to the Association that such notice has been provided, or shall provide to the Association an explanation of: (i) Why the Owner believes such notice is not required in order to terminate the occupancy at the earliest possible time, and (ii) The date by which such non-Owner Occupant will be required to vacate the Unit. If, as of the date this Seventh Amendment is recorded, a Unit is occupied by one or more non-Owner Occupants who would be permitted to remain in the Unit under the terms of this Section 7.2, each Owner and non-Owner Occupant is responsible for ensuring that they have fully complied with each of the Non-Owner Occupancy Requirements.
- e. **Enforcement Powers.** In the event a non-Owner Occupant is found to reside in a Unit not in compliance with the provisions of this Section 7.2, or if a non-Owner Occupant should commit a material violation or noncompliance

of this Section 7.2 or any other provision of the Declaration, the Bylaws, the Articles or the Rules of the Association, or of the Act, each of the Owner(s) and the non-Owner Occupant(s) of the Unit hereby delegates and assigns to the Association the power and authority, but not the obligation, to exercise all enforcement remedies available to the Association against the Occupant(s) of such Unit for any and all breaches resulting from such violation or noncompliance, including but not limited to the power and authority to impose fines and, in the Board's sole discretion, to evict any non-Owner Occupant on behalf of and for the benefit of the Unit Owner(s). In the event the Association proceeds to evict any non-Owner Occupant, the Association is entitled to assess against the Unit and its Owner(s) any costs and expenses associated with the eviction or other enforcement of the provisions of this Section 7.2, including attorneys' fees, which shall constitute a lien on the Unit in the same manner as Common Expense assessments and, if such costs are not paid within thirty (30) days of assessment, then such costs and expenses shall be enforceable in the same manner as liens for unpaid Common Expense assessments.

- f. Rules. The Association may pass and impose such reasonable Rules as may be necessary to implement procedures for non-Owners to occupy Units as permitted under this Section 7.2, and may apply existing Rules to facilitate compliance with and enforcement of the provision of this Section, all in such manner as the Board deems appropriate in its sole discretion, so long as any such rules, forms or other requirements are not inconsistent with this Section. Such new Rules may but need not include:
- a) Requiring an acknowledgment by the non-Owner Occupant of the application of the Association's Governing Documents to the Occupant; and
 - b) Assessing against the applicable Unit and the Owner thereof fees reasonably associated with the additional administrative burden and impact of maintenance of the Unit and the Property caused by Occupants moving in and moving out of a Unit.

g. Effect of Certain Transfers or Occupancies.

1. Any sale of a Unit by an unrecorded contract for deed (or land sale contract) will be considered a lease and subject to the provisions of this Section 7.2 until and unless the contract is recorded, in which event the vendee will be considered as the Owner of the Unit in accordance with Section 1.21 of the Declaration.
2. No Owner may transfer a Unit into the name of a corporation, partnership, limited liability company, trust, or other person or entity in any manner with the purpose of such transfer being to permit the circumvention of the leasing restrictions of this Section 7.2, including the Non-Owner Occupancy Requirements stated above, as a principal factor for doing so.

Notwithstanding the permitted occupancy of non-Owners if residing in a Unit concurrently with an Owner of such Unit, no non-Owner Occupant may use a Unit for merely transient or hotel purposes, meaning the occupancy shall not be established with the stated or apparent intention that the non-Owner Occupant resides in the Unit for a period of less than six (6) months and/or with the intention that the non-Owner Occupant receives services or conveniences customarily furnished to hotel guests. In addition, the use of online or other forms of classified advertising, reservation taking, or booking services are expressly prohibited, including but not limited to currently known booking or travel sites or applications such as VRBO com or Airbnb.

3. In the event any non-Owner Occupant resides in a Unit in a manner that does not comply with this Section 7.2, or if an occupancy is the result of a transfer or arrangement prohibited by this Section 7.2 g. as the Board may determine in its sole discretion, the Association shall be entitled to, in addition to the exercise of its Enforcement Powers as set forth in Section 7.2 e. and any and all remedies available under the Declaration, the Bylaws, the Articles of Incorporation for the Association, the Association's Rules, or the Act, a judgment disregarding or rescinding such transfer, evicting any non-Owner Occupants (who are not otherwise entitled to occupy a Unit under this Section 7.2), and/or awarding the Association any other remedies available at law or in equity.

- h. Cumulative Remedies. The Enforcement Powers and other remedies provided by this Section 7.2 are in addition to and do not in any way limit or exclude any other relief, remedies, or rights to which the Association is or may be entitled to, including but not limited to those available at law, in equity, under this Declaration, as amended, or pursuant to the Act

- 3. All other terms, covenants, conditions and restrictions contained in the Declaration, inclusive of all prior amendments, shall remain in full force and effect, except as specifically amended or modified hereby."

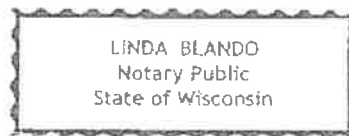
[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the undersigned, as President of Lilly Creek Townhomes Condominium Owners Association, Inc., a Wisconsin nonprofit corporation, has executed this Seventh Amendment to Declaration effective on the day and year first set forth above, on behalf of the Association.

**LILLY CREEK TOWNEHOMES
CONDOMINIUM OWNERS ASSOCIATION, INC.**
a Wisconsin nonprofit corporation

By: [Signature]
Its: President

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)



The foregoing instrument was acknowledged before me this 16 day of April, 2023, by Thomas G. H. [Signature], the President of Lilly Creek Townhomes Condominium Owners Association, Inc., a Wisconsin nonprofit corporation, on behalf of the corporation.

[Signature]
Notary Public

THIS INSTRUMENT DRAFTED BY:
DEWITT LLP (MAD and BRS)
13845 Bishop's Drive, Suite 300
Brookfield, Wisconsin 53005
Telephone: (262) 754-2844

LILLY CREEK TOWNEHOMES CONDOMINIUM OWNERS ASSOCIATION, INC.

EXHIBIT A
TO SEVENTH AMENDMENT TO DECLARATION

AFFIDAVIT OF SECRETARY

The undersigned, Secretary of Lilly Creek Townhomes Condominium Owners Association, Inc., a Wisconsin nonprofit corporation, being first duly sworn on oath, hereby swears and certifies, pursuant to the applicable provisions of the Declaration, that this instrument has been duly approved by the Association by written consents signed by Unit Owners holding at least seventy percent (70%) of the Interests in the Association and approved by the "Mortgagees" (as defined in the Declaration) of such Units as well as consent of at least fifty-one percent (51%) of such "Mortgagees," in satisfaction of the requirements of the Declaration.

Such approval and vote was obtained and conducted as of October 10th, 2023 by written consent and Mortgage approvals pursuant to the Wisconsin Condominium Ownership Act (the "Act"), and was done in accordance with the Declaration and the Act.

[Signature]
Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

LINDA BLANDO
Notary Public
State of Wisconsin

The foregoing instrument was acknowledged before me this 10th day of October, 2023, by William B. Deane, III, Secretary of Lilly Creek Townhomes Condominium Owners Association, Inc., a Wisconsin nonprofit corporation, on behalf of the nonprofit corporation.

[Signature]
Notary Public

Exhibit A
to Seventh Amendment to Declaration

LILLY CREEK TOWNEHOMES CONDOMINIUM OWNERS ASSOCIATION, INC.

**EXHIBIT B
TO SEVENTH AMENDMENT TO DECLARATION**

Legal Description of Condominium Property

All of Lot 120 and 121 in LILLY CREEK HIGHLANDS IV, being a part of Parcels Three (3), Four (4) and the vacated street of CSM #2088, being a part of the Northwest one-quarter (1/4) of the Southeast One-quarter (1/4) of Section Twenty-four (24), in Township Eight (8) North, Range Twenty (20) East, in the Village of Menomonee Falls, Waukesha County, State of Wisconsin, now known as:

Unit Nos. 101, 102 and 103 in Building No. 1; Unit Nos. 201, 202 and 203 in Building No. 2; Unit Nos. 301 and 302 in Building No. 3; Unit Nos. 401 and 402 Building No. 4, Unit Nos. 501 and 502 in Building No. 5; Unit Nos. 601 and 602 in Building No. 6; Unit Nos. 701 and 702 in Building No. 7; Unit Nos. 801 and 802 in Building No. 8, Unit Nos. 901 and 902 in Building No. 9; Unit Nos. 1001 and 1002 in Building No. 10; Unit Nos. 1101 and 1102 in Building No. 11; Unit Nos. 1201 and 1202 in Building No. 12; Units Nos. 1301 and 1302 in Building No. 13; Unit Nos. 1401 and 1402 in Building No. 14; Unit Nos. 1501 and 1502 in Building No. 15; Unit Nos. 1601 and 1602 in Building No. 16, and so much of the undivided interest in the common areas and facilities appurtenant to such unit in the percentage specified and established in the hereinafter-mentioned Declaration and Amendments thereto, in a Condominium commonly known as LILLY CREEK TOWNEHOMES CONDOMINIUM created under the Condominium Ownership Act of the State of Wisconsin by Declaration recorded on November 20, 2006 in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 3437080, and by an Affidavit of Correction recorded on March 20, 2007 as Document No. 3466191, and by First Amendment to Declaration of Condominium recorded on March 20, 2007 as Document No. 3466192 and by Second Amendment to Declaration of Condominium recorded on March 29, 2007 as Document No. 3468573 and by Third Amendment to Declaration of Condominium recorded on May 14, 2007 as Document No. 3480414 and by Fourth Amendment to Declaration of Condominium recorded on June 28, 2007 as Document No. 3492640 and by Fifth Amendment to Declaration recorded on January 15, 2015 as Document No. 4119828. In the Village of Menomonee Falls, Waukesha County, Wisconsin.