

BYLAWS
OF
THORNGATE CONDOMINIUM ASSOCIATION, INC.
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BYLAWS
OF
THORNGATE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. Name. The name of the corporation shall be Thorngate Condominium Association, Inc. ("Association"). The Association is a duly created Wisconsin non-stock corporation.

Section 2. Principal Office. The principal office of the Association shall be at 432 Milwaukee Avenue, Burlington, Wisconsin 53105, or at such other location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3. Definition. As used herein, the term "Corporation" shall be synonymous with Association as defined in the Declaration of Condominium ("Declaration") of Thorngate Condominiums ("Condominium") which is dated February 9, 1999, and as defined in the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes, and the words "Property", "Unit", "Unit Owner", "Common Expenses", "Common Profits", "Building", "Common Elements", and "Limited Common Elements", shall be defined as set forth in the Declaration and/or in the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes.

ARTICLE II

DIRECTORS

Section 1. Number and Term. The number of directors which shall constitute the whole board (which shall also be the "Executive Board" as the term is used in Chapter 703, Wisconsin Statutes) shall be not less than three (3) nor more than five (5). The initial Board shall be composed of three (3) Directors. Except for the initial Board, all Directors shall be Members. Within the limits above specified, the number of directors shall be determined by the Members at the annual meeting. Each director shall be elected to serve for a term of three (3) years or until his or her successor shall be elected and shall qualify. Director's terms shall be staggered so that at least one director is elected each year.

Section 2. Vacancy and Replacement. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a special meeting

of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office.

Section 3. Removal. Directors may be removed for cause by an affirmative vote of a majority of the votes of Members. No director shall continue to serve on the Board if, during his or her term of office, his or her membership in the Association shall be terminated for any reason whatsoever.

Section 4. First Board of Directors. The first or initial Board of Directors named in Article VII of the Association's Articles of Incorporation ("Articles") shall hold office and exercise all powers of the Board of Directors as provided herein. The Members of the initial Board need not be members of the Association. In addition, the members of the initial Board shall be appointed by the Declarant until such time as elections are required pursuant to Section 703.15(2)(d), Wisconsin Statutes.

Section 5. Powers. The property and business of the Association shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles, or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To levy and collect according to the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the Articles and these Bylaws regular and special Assessments for Common Expenses.

B. To use and expend the assessments for Common Expenses collected to maintain, repair, replace, care for and preserve the Common and Limited Common Elements and Property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners, and for other common expenses.

C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.

D. To enter into and upon the Units when necessary, with as little inconvenience to the Unit Owners as possible, in connection with said maintenance, care and preservation.

E. To insure and keep insured said Property in the manner set forth in the Declaration, against loss from fire and/or other casualty and the Association and the Unit Owners against public liability arising out of the Property or business of the Association, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent Assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violations of these Bylaws and the Declaration.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the Property.

H. To make reasonable rules and regulations for the occupancy of the Units and use of the Common Elements and Limited Common Elements.

I. To acquire, rent, or lease Units in the name of the Association or a designee.

J. To contract for management of the Condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Declaration to have the specific approval of the Board of Directors or membership of the Association.

K. To carry out the obligations of the Association under any easements, restrictions, or covenants running with any land submitted to Condominium ownership.

L. To maintain legal actions, on behalf of the Unit Owners, with respect to any cause of action relating to the Common Elements or Limited Common Elements.

M. To borrow money on behalf of and grant mortgages and other security interests in the Property of the Association.

N. To establish budgets for the operation of the Association, including the setting up of reserve funds for anticipated expenditures.

O. To invest surplus funds.

P. To establish and adopt a policy for pets consistent with the Declaration.

Q. To enforce by all appropriate methods, and providing affected Unit Owner(s) with an opportunity to be heard, the provisions of the Articles of Incorporation, these Bylaws and any and all rules and regulations which may, from time to time, be adopted by the Board of Directors.

Section 6. Compensation. Neither directors nor officers of the Association shall receive compensation for their services as such.

Section 7. Meetings:

A. The first meeting of each Board of Directors newly elected by the Members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the Members' annual meeting and immediately after the adjournment of the same unless the Board of Directors unanimously agrees to a different meeting place, date and time.

B. Special meetings shall be held whenever called by the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail, or telegram, at least three (3) days before the date of such meeting, but the directors may waive notice of the calling of the meeting. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him or her. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

C. A majority of the Board shall be necessary at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration, the Articles or these Bylaws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8. Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Reading of the Minutes of the last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of committees;
- G. Unfinished business;
- H. Original resolutions and new business;
- I. Adjournment

Section 9. Annual Statement. The Board shall present, no less often than at each annual meeting, a full and clear statement of the business and conditions of the Association including a report of the operating expenses of the Association and the assessments paid by the Members.

Section 10. Appointment of Officers During Period of Declarant Control. Notwithstanding any other provision hereof, during the period of Declarant Control as provided in the Declaration, the Declarant shall have the power to appoint and remove officers of the Association or to exercise directly the powers and responsibilities otherwise assigned by the Declaration or these Bylaws to the Association or its officers.

ARTICLE III

OFFICERS

Section 1. Executive Officers. The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these Bylaws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary of the Corporation. If the Board so determines, there may be more than one Vice-President.

Section 2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A. The President shall be Chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts of the Association.

B. The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

C. The President shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Vice-President:

A. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability, or refusal to act.

B. The Vice-President shall exercise and discharge such other duties as may be required of him by the Board.

Section 6. The Secretary:

A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose. The Secretary shall count votes at all meetings of the Members and Directors.

B. The Secretary shall see that all notices are duly given in accordance with the provisions of these Bylaws or as otherwise required by law.

C. The Secretary shall be custodian of the corporate records and of the seal, if any, of the Association.

D. The Secretary shall keep a register of the post office address of each Member and their respective mortgagees (including land contract vendors), if any, which shall be furnished to the Secretary by such Member.

E. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 7. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the association in such depositories as may be designated by the Board of Directors.

B. The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at each meeting of the Board, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Association.

C. The Treasurer shall keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Property, specifying and itemizing the maintenance and repair expenses of the Common Elements and

Property and any other expenses incurred. Such records and the vouchers authorizing payments shall be available for examination by the Members at convenient hours of week days.

D. The Treasurer may be required by the Board to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, and for the faithful performance of the duties of his office, and the restoration to the Association in case of his death, resignation, or removal from office, of all books, papers, vouchers, money, or other property of whatever kind in his possession belonging to the Association.

Section 8. Vacancies. If the office of the President, Vice-President, Secretary, or Treasurer becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9. Resignations. Any Director or other officer may resign his office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE IV

MEETINGS OF MEMBERSHIP

Section 1. Place. All meetings of the Association membership shall be held at such place in the City of Burlington, Wisconsin, as may be stated in the notice of the meeting.

Section 2. Annual Meeting:

A. Following the termination of Declarant Control as defined in the Declaration, an annual meeting of the Members shall be held during the month of June of each year, at the place, and on the date and at the hour, which are to be determined by the Board of Directors.

B. At the annual meeting, the Members, by a plurality vote, shall elect Directors and transact such other business as may properly come before the meeting.

C. Written notice of the annual meeting shall be served upon or mailed to each Member entitled to vote at such address as appears on the books of the Association, at least ten (10) days prior to the meeting.

Section 3. Membership List. At least ten (10) days before every election of directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with

the residence of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association, and shall be open to examination by any Member throughout such time.

Section 4. Special Meetings:

A. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of Members representing at least thirty percent (30%) of the total votes of the Association. Such request shall state the purpose or purposes of the proposed meeting. A special meeting shall be called no later than thirty (30) days after the expiration of Declarant Control as defined in the Declaration to elect all members of the Board.

B. Written notice of a special meeting of Members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at such address as appears on the books of the Corporation, at least ten (10) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum. Members of the Association possessing fifty percent (50%) of the total votes of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Articles, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business. When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration, the Articles, or these Bylaws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7. Right to Vote. The Owner(s) of each Unit shall be entitled to one (1) vote. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a Unit is owned by more than one owner (individual or corporate), the vote

attributable to that Unit shall not be counted if the owners are not unanimous. There shall be no fractional vote. The owners of the Unit shall file a certificate with the Secretary naming the person authorized to cast said Unit's vote. If same is not on file, the vote of such Unit shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met.

Section 8. Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by a provision of the Wisconsin Statutes, the Declaration, the Articles, or these Bylaws in connection with action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

Section 9. Order of Business. The order of business at annual Members' meetings and as far as practical at other Members' meetings, will be:

1. Roll call;
2. Proof of Notice of Meeting or Waiver of Notice;
3. Reading of Minutes of Prior Meeting;
4. Officers' Reports;
5. Committee Reports;
6. Elections;
7. Unfinished Business;
8. Adoption and Approval of an Annual Budget;
9. New Business;
10. Adjournment.

ARTICLE V

NOTICES

Section 1. Definitions. Whenever, under the provisions of the Wisconsin Statutes, the Declaration, the Articles, or these Bylaws, notice is required to be given to any director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Services of Notice-Waiver. Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration, the Articles or these Bylaws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address. The address for notice to the Association is the Principal Office of the Association as provided in the Articles of Incorporation, as the same may be amended from time to time.

ARTICLE VI

FINANCES

Section 1. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

Section 2. Checks. All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Vice-President, Secretary, or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments.

A. In furtherance of the provisions set forth in the Declaration, the Board of Directors shall fix Assessments adequate to meet the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair, or replacement of the Common Elements and the Limited Common Elements, (except for the patios, decks and other Limited Common Elements for which the unit owner is expressly responsible hereunder) and the costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as Common Expenses from time to time by the Board of Directors. The Board of Directors is specifically empowered on behalf of the Association to make and collect Assessments, and to maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses provided in the Declaration (except that no assessments shall be charged to unoccupied Units owned by Declarant). Said assessments shall be payable as provided in the Declaration. Special Assessments, which may be required by the Board of Directors, shall be levied and paid in the same manner as hereinbefore provided for regular Assessments. In addition, the Association shall establish and maintain a separate Reserve Fund into which shall be deposited, along with other monies, a transfer fee collected on a nonrefundable basis, equal to then current amount of three (3) months of Assessments

as determined by the Board for Common Expenses for a Unit. This transfer fee shall be payable by the buyer or other acquirer of title of each Unit upon each sale or other transfer of a Unit as provided in the Declaration.

B. When the Board of Directors has determined the amount of any Assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Unit Owners. All assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.

Section 4. Audits of Accounts. The accounts and records which the Treasurer must keep pursuant to the provisions of these Bylaws may be audited by qualified independent auditors at the direction of the Board of Directors. The cost of such audits shall be a Common Expense.

ARTICLE VII

RULES AND REGULATIONS

In addition to the other provisions of these Bylaws, the following Rules and Regulations, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Directors, which additional Rules and Regulations shall be observed and enforceable as if fully set forth herein, shall govern the use of Units and the conduct of all residents thereof.

Section 1. Use of Units. Each of the Residential Units shall be occupied and used only as a residence by the respective owners thereof, their tenants, families, servants and guests, and are restricted to that use except as permitted by the Bylaws of the Association or by resolution of the Board of Directors of the Association.

Section 2. Pet Rules and Regulations. In accordance with the provisions of Section 19.3 of the Declaration, the Board of Directors shall have the right to adopt rules and regulations restricting and regulating the keeping of live animals within the Units and the common area (which shall be referred to as the "Pet Rules and Regulations").

Section 3. Nuisance. Neither Unit Owners, nor their tenants, families, servants, or guests shall use or permit the use of any Unit, the Common Elements, or the Limited Common Elements in any manner which would be disturbing or would be a nuisance to other owners, or in such way as to be injurious to the structures or reputation of the Condominium.

Section 4. Consistent with Act. The use of each Unit, the Common Elements and Limited Common Elements appurtenant to such Unit in the percentage specified and established in the Declaration shall be consistent with the Wisconsin Condominium Ownership Act and the Declaration.

Section 5. Observance of Laws and Rules. Every Unit Owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the State of Wisconsin or by the City of Burlington, or adopted by the Association or Board of Directors.

ARTICLE VIII

DEFAULT

Section 1. Default in Payment. In the event a Unit Owner does not pay any sum, charge, transfer fee, or Assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such Unit Owner as provided under the Wisconsin Condominium Ownership Act. Such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property. The Association, acting on its own behalf or through its Board of Directors may, unless prohibited by the Declaration, bid on the Unit at foreclosure sale and acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintained without foreclosing or waiving the lien securing the same.

Section 2. Interest. Any Assessment or installment thereof, not paid when due shall bear interest from the date when due until paid at eighteen percent (18%) per annum or such other rate determined from time to time by resolution of the Board of Directors of the Association.

Section 3. Foreclosure Costs. If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the Unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the Unit.

Section 4. Other Default. In the event of a violation of the provisions of the Declaration, the Articles, or Bylaws, which violation is not corrected within thirty (30) days after notice from the Association to the Unit Owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

Section 5. Attorney Fees. In the event such legal action is brought against a Unit Owner and results in a judgment for the Association, the defendant shall pay the Association's reasonable attorneys' fees and court costs.

Section 6. Agreement to Remedies. Each Unit Owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate

procedures. It is the intent of all Unit Owners to give to the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing it from Unit Owners, and to preserve each Unit Owner's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE IX

JOINT OWNERSHIP

Membership may be held in the name of more than one person, a partnership, limited liability company, trust, or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be entitled collectively to only one vote in the management of the affairs of the Association and said vote may not be divided between multiple owners.

ARTICLE X

SEAL

The Corporation has no seal.

ARTICLE XI

AMENDMENT

These Bylaws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of eighty percent (80%) of the votes entitled to be cast by all Members who may vote either in person at the meeting or be represented by proxy to amend these Bylaws.

ARTICLE XII

PERSONAL APPLICATION

All Unit Owners, tenants of such owners, employees of owners and tenants, or any other persons that in any manner use the Property or any part thereof shall be subject to the Wisconsin Condominium Ownership Act and to the Declaration, Articles and these Bylaws. All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Wisconsin Unit Ownership Act, the Declaration, the Articles or these Bylaws, shall be deemed to be binding on all Unit Owners.

ARTICLE XIII

EFFECTIVE DATE OF BYLAWS HEREIN ESTABLISHED

These Bylaws are to be effective from the date of their adoption by the Board of Directors of the Association and shall continue in effect until they are changed or deleted by an amendment duly adopted by the Members and the Board of Directors of the Association in accordance with the provisions of Article XII hereof.

ARTICLE XIV

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to include the masculine, feminine, or neuter, singular or plural, wherever the context so requires.

Should any of the provisions of the Bylaws herein adopted be void or be or become unenforceable at law or in equity, the remaining provisions shall nevertheless be and remain in full force and effect.

BELLTOWE\Thorngat\Bylaws

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
THORNGATE CONDOMINIUMS

This Second Amendment (this "Amendment") is executed by duly authorized officers of THORNGATE CONDOMINIUM ASSOCIATION, INC. (the "Association").

RECITALS

WHEREAS, a Declaration of Condominium for Thorngate Condominiums dated February 9, 1999, was recorded with the office of the Racine County Register of Deeds on February 12, 1999, as Document No. 1670331 (the "Declaration"); and

WHEREAS, a First Amendment to Declaration of Condominium for Thorngate Condominiums dated August 25, 2005, was recorded with the office of the Racine County Register of Deeds on August 29, 2005, as Document No. 2046380; and

WHEREAS, Article XV of the Declaration provides for amendment thereto with the consent of unit owners owning at least eighty percent (80%) of the units; and

WHEREAS, at a meeting of the unit owners on June 13, 2006, consent of unit owners owning eighty percent (80%) of the units was obtained to the amendment contained herein.

AMENDMENT

NOW, THEREFORE, Thorngate Condominium Association, Inc., by its duly authorized officers, does hereby declare that section 19.6 of the Declaration be amended to provide as follows:

"19.6 Lease of Units. As a general rule, each unit shall be occupied by the unit owners. No person shall have the right to purchase a unit with the intent to lease the unit to third parties. If, subsequent to a Unit Owner's purchase and occupancy of the unit, the Unit Owner wishes to lease the unit as a result of the Unit Owner's illness, temporary relocation for purposes of employment, or other similar reason, the Unit Owner may lease the unit, but only upon compliance of the following conditions:

- A. Any lease shall be in writing;

B. Before executing any lease, the Unit Owner shall submit the proposed form of the lease to the Association, together with a written statement to the Association stating the reason why the Unit Owner needs to lease (the "Statement"); and

C. The Unit Owner shall not rent to more than one (1) tenant(s) during any period of twelve (12) consecutive months.

The officers of the Association shall provide a copy of the proposed Lease and the Statement to all of the other unit owners, who shall have the right to approve the Lease if the other unit owners, in their sole judgment, believe that the Unit Owner has an acceptable reason for entering into the Lease. However, if the other unit owners, in their sole judgment, do not believe the Unit Owner should be permitted to enter into the Lease, the other unit owners may refuse consent to the leasing and the Unit Owner shall not lease the unit. The Lease may be approved only with the written consent of the other unit owners owning at least eighty percent (80%) of the units. The Association, on the other unit owners behalf, shall give the Unit Owner written notice of the decision. The other unit owners shall be irrevocably presumed to have withheld consent to the Lease if the Association, on behalf of the other unit owners, does not give the Unit Owner written notice of the consent within thirty (30) days after the Association receives the Unit Owner's proposed Lease and Statement.

Any Unit Owner whose leasing of a unit has been approved shall furnish a true and correct copy of the Lease to the Association and shall inform the Association of the names of all persons who will occupy the unit under the lease. No lease shall be effective until the Unit Owner furnishes a copy of the lease and the names of all such occupants to the Association."

IN WITNESS WHEREOF, the undersigned officers have executed this Amendment on behalf of the Association this 25th day of June, 2006.

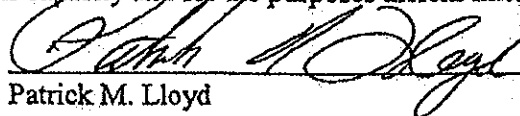
THORNGATE CONDOMINIUM ASSOCIATION,
INC.

By: Frederick J. Koenen
Frederick J. Koenen-President

Attest: R. William Phenicie
R. William Phenicie-Secretary

State of Wisconsin)
) ss.
— County of Racine)

Personally came before me this 25th day of June, 2006, Frederick J. Koenen and R. William Phenicie, to me known to be the persons who executed the foregoing instrument and acknowledge the same in their capacity and for the purposes therein intended.


Patrick M. Lloyd
Notary Public, State of Wisconsin
My commission is permanent

This document drafted by
R. William Phenicie
Attorney at Law
Lloyd, Phenicie, Lynch, Kelly & Hotvedt, S.C.
P.O. Box 700
Burlington, Wisconsin 53105

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THORNGATE CONDOMINIUMS
GENERAL RULES AND REGULATIONS

These General Rules and Regulations are established pursuant to Article VII of the Bylaws of Thorngate Condominium Association, Inc. The purpose of the General Rules and Regulations is to provide for the common benefit and enjoyment of the condominium, common elements and limited common elements. These Rules and Regulations may be changed or clarified in the future, pursuant to Article VII. These Rules and Regulations do not apply to the Declarant during the period of construction and sales. These General Rules and Regulations shall be observed and are enforceable as if fully set forth in the Bylaws of Thorngate Condominium Association, Inc. The Board of Directors of the Association (the "Board"), with the written consent of the Owners of at least six (6) units, shall have the authority to grant variances from any of the provisions of the Rules and Regulations where literal enforcement of the Rules and Regulations constitutes an undue hardship on a unit owner and/or where the Board determines that a variance will not unduly and adversely affect any other unit owner or owners.

1. Parking Restrictions.

A. Generally, motor vehicles shall be parked only in garages or driveways serving the unit. Parking in Thorngate Court should be discouraged.

B. No commercial vehicles, equipment, trailers, motor homes, campers, or inoperable vehicles may be parked outside the garage of each individual unit.

C. Motor homes, campers and trailers may be parked in the driveway only for loading and unloading.

D. No vehicle repairing is permitted.

E. At no time, are cars to be parked off of the pavement.

F. Unauthorized vehicles will be removed with the assistance of the Burlington Police Department.

2. Occupancy Restrictions. Occupancy of any unit for purposes of sleeping and residential use shall be limited to a total number of persons determined as follows: A maximum of two (2) persons per bedroom. This restriction shall not apply to overnight guests of a unit owner who stay for a period of less than ten (10) consecutive days. Permission may be given by the Board for temporary use by a greater total number of persons for a limited period of time.

3. Outside Lights. It is the unit owner's responsibility to keep a working 60-watt light bulb in all light fixtures attached to the exterior of the unit and a long-life 75-watt light bulb in the photocell controlled yard light fixture situated in the common area adjacent to the unit.

4. Use and Maintenance of Patios/Decks.

A. Unit owners and their guests have the exclusive rights to use the patio/deck adjacent to the unit.

B. Unit owners may, at their expense, expand and improve the patio areas; provided that the expansions and improvements are first approved by the Board.

C. Unit owners are obligated to keep the patio/deck in a good condition of repair and maintenance at the unit owner's expense. In the event the Board determines that the patio/deck is not being maintained to the standards established in the condominium development, the Board, after thirty (30) days advance notice to the unit owner, may make such repairs or complete such maintenance and charge the cost of the same as a special assessment to the unit owner.

D. No hot tubs or spas are permitted on the patios/deck.

E. Use of common patio furniture and barbecue equipment is permitted. Other storage is not allowed on patios. Grill or patio cover colors must blend with the surroundings.

5. Operation of In-ground Sprinkler System. The areas immediately surrounding the five buildings are serviced by an in-ground sprinkler system. One set of controls for the in-ground sprinkler system is situated within the boundaries of one of the units situated in each building. There is a separate water meter measuring water use for the in-ground sprinkler system connected to each building.

A. No unit owner shall make adjustments to the controls for the in-ground sprinkler system without the advance permission of the Board and, if necessary, consultation with the sprinkler system contractor.

B. The two unit owners in each building shall be responsible for the payment of the water bill associated with the in-ground sprinkler system connected to that respective building, notwithstanding the fact that the actual water bill is forwarded to one of the two building unit owners. In the event any unit owner fails to pay that unit owner's respective share of the water bill, the Board, after thirty (30) days advance notice to the unit owner, may make such payment and charge the cost of the same as a special assessment to the unit owner.

C. All necessary repairs, replacement and maintenance to the in-ground sprinkler system (other than the cost of water) shall be the responsibility of the Association.

6. Garbage.

A. All garbage cans and recycle bins and other like receptacles shall be stored inside of the garage by the unit owner.

B. All garbage shall be kept in garbage cans or other receptacles with tight-fitting tops except for items placed in the recycle bin.

C. Garbage shall be taken by the unit owner to curb side of Thorngate Court no earlier than sundown on the day prior to garbage pickup. Garbage cans, receptacles and recycle bins shall be removed from curb side no later than sundown on the day of garbage pickup.

7. Business Activity. Owners may conduct business activity within a unit so long as the activity (a) is not detectable by sight, sound, or smell from outside the unit, (b) conforms to local zoning ordinances and rules, (c) does not create any safety hazard or threat, (d) does not involve non-condominium residents coming to the property (rummage sales included), and (e) does not disrupt other unit owners (as is determined in the sole discretion of the Board).

8. Plantings and Flowers.

A. Flower pots, planters, or containers may be placed by unit owners on stoops, porches, patios, or decks and in other areas with the advance approval of the Board of Directors.

B. Flowers outside of the unit must be natural; no artificial flowers permitted.

C. No hanging baskets permitted.

D. No flower pots, planters, or containers may be placed on sidewalks or driveways.

9. Signs.

A. The right is reserved by the Declarant, or its agent, to place "for sale" signs on any unsold or unoccupied units and to place such other signs on the property as may be required to facilitate the sale of unsold units.

B. No signs of any other kind may be erected on the condominium property; including the common area, without the written consent of the Board, including "for sale" signs.

10. General Prohibitions

A. No firewood use is permitted.

B. No outside antennas, basketball hoops, play equipment, or other recreational equipment may be installed.

C. No satellite dishes may be installed except for small dishes on the back side of any unit or the back side of the roof of any unit with the advance permission of the Board.

D. There shall be no outdoor storage of vehicles, bicycles, furniture, or equipment except patio furniture, grills and related equipment.

E. No outdoor statuary is permitted.

F. No name plates may be placed on the exterior of any unit.

G. No bird baths or bird feeders are permitted except on a patio unless otherwise permitted by the Board.

H. Hoses may be attached to outside faucets and, when not in use, may be coiled and stored on the ground adjacent to the faucet. No hose reels may be stored outside of a unit or garage.

I. No hanging of laundry outside of unit is permitted. The garage door must be kept closed if hanging laundry is in garage.

J. No window air conditioning equipment is permitted.

K. No exterior alterations, additions, or modifications, including painting of front door, is permitted except as directed and approved by the Board.

L. No unit owner shall overload the electric wiring or operate any machines, appliances, accessories, or equipment in such a manner as to cause, in the sole judgment of the Board, an unreasonable disturbance to other unit owners.

M. No hanging or display of items on the outside of windows or placed on the outside walls of the unit is permitted except temporary holiday decorations may be placed during the months of November, December and January, provided the decoration

arrangement is approved by the Board or conforms to established policies set and approved by the Board.

N. No soliciting. No unit owner shall solicit other unit owners for the sale of goods or services or for donations.

O. No noise shall disturb other unit owners. Unit residents should attempt to minimize noise intrusion in any form, including music, television, appliances and other machinery and equipment.

Provided that the consent of the Owners of at least six (6) units is first obtained at a meeting of Unit Owners or in writing, the Board may amend, alter, or cancel any of these rules and regulations and make such other rules and regulations as may be deemed necessary for the safety, care and cleanliness of the condominium premises and in order to secure the comfort and convenience of all unit owners.

Revised: 5/1/01

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THORNGATE CONDOMINIUMS PET RULES AND REGULATIONS

WHEREAS, Section 19.3 of the Declaration of Condominium for Thorngate Condominiums (the "Declaration") provides for certain restrictions on pets in the individual residential units (the "Units") of Thorngate Condominiums (the "Condominium"), and

WHEREAS, Section 19.3 of the Declaration and Article VIII, Section 2, of the Bylaws permits the Board of Directors of the Thorngate Condominium Association (the "Board") to adopt rules and regulations applicable to live animals (the "Pet Rules and Regulations").

NOW, THEREFORE, the Board adopts the following Pet Rules and Regulations applicable to each and every Unit in the Condominium:

1. Live animals (including dogs, cats, rabbits, poultry, birds and all other animals, except fish) shall not be kept in a Unit, Limited Common Element or Common Element of the Condominium, EXCEPT, that the owner of each Unit (the "Owner[s]") may have one (1) dog, cat, or other household pet not more than thirty-five (35) pounds in weight, within their respective Unit (the "Permitted Pet"), but said Permitted Pet shall not be maintained for breeding purposes.

2. Any Permitted Pet shall be carried or kept on a leash at all times when not in the Unit. No Permitted Pet shall be left unattended in the Common Elements. Owners are responsible for IMMEDIATE cleanup of any defecation discharged by their Permitted Pet, regardless of the circumstances.

3. No Permitted Pet shall be outside of the Unit between the hours of 11:00 p.m. and 6:00 a.m.

4. Owners are pecuniarily liable for any damage to the property of the Condominium, or other Unit Owners to include, but not be limited to, carpeting, doors, walls, plantings, or lawns committed or caused to be committed by their Permitted Pet. Under no circumstances may an Owner temporarily or permanently maintain a home for a Permitted Pet in or on a Common Element or Limited Common Element of the Condominium.

5. No Permitted Pet shall be allowed to commit or cause a nuisance or any unreasonable disturbance of other Unit Owners. Excessive barking or other noise, evidenced by complaints on three (3) separate occasions by other Owners or any other person, shall be cause, at the sole discretion of the Board, for an order of removal of the Permitted Pet from the Condominium. If a Permitted Pet bites or otherwise attacks any person or other animal on one (1) occasion, that shall be the cause, at the sole discretion of the Board, for removal of the Permitted Pet from the Condominium. Any otherwise Permitted pet may be removed from the

Condominium if the Board, in its sole discretion, determines that such Permitted Pet constitutes a nuisance to the other Owners.

6. The Board may, in extraordinary situations and at its sole discretion, grant a variance from the Pet Rules or Regulations contained herein. The form of the application for variance shall be provided by the Board. No variance may be granted that would:

A. Permit more than one (1) dog in any one (1) Unit.

B. Permit more than two (2) animals in any one (1) unit.

C. Permit any Unit to have two (2) animals that have a combined weight of over fifty (50) pounds.

Submission of an application for variance in no way assures that the Board will approve said application for variance and each and every Owner shall be bound by the decision of the Board with respect to any application for variance. Any pet allowed by the variance procedure shall be a "Permitted Pet" as defined herein.

7. These Pet Rules and Regulations are subject to revision from time to time by the Board at its sole discretion.

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