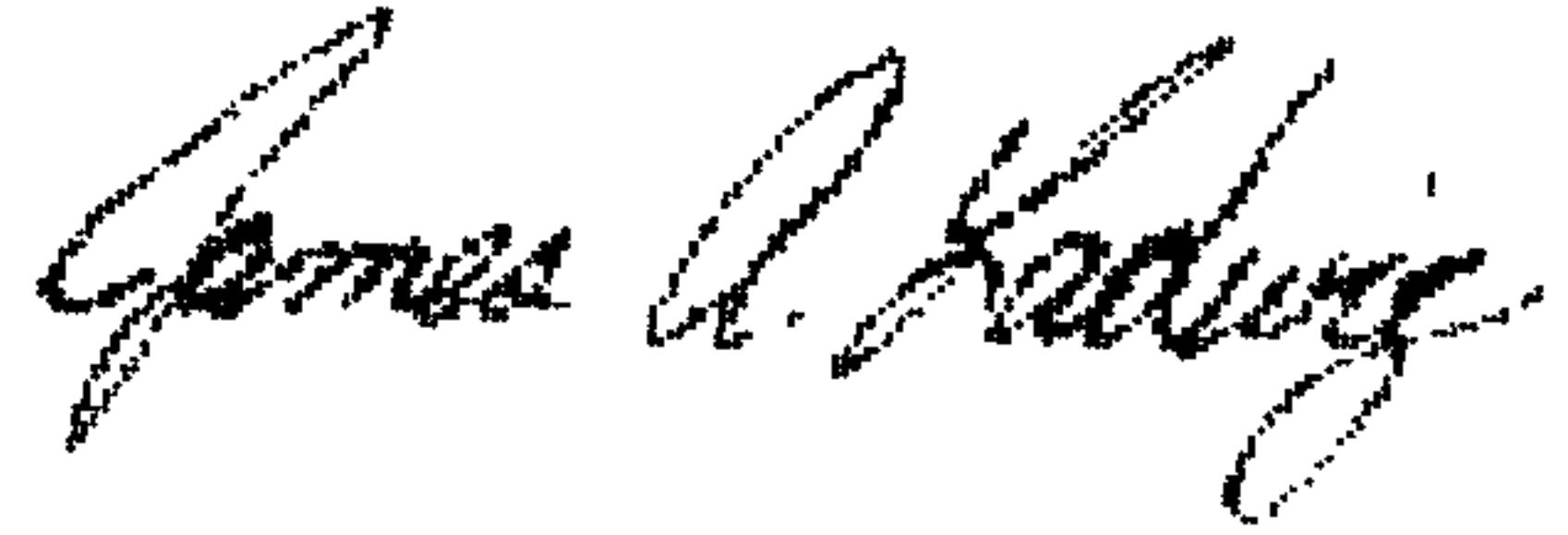


Document Number

**SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR THORNGATE CONDOMINIUMS**

DOC # 2091587
Recorded
JUNE 30, 2006 AT 01:55PM



JAMES A LADWIG
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$17.00



Recording Area

Name and Return Address
Lloyd, Phenicie, Lynch, Kelly
& Hotvedt, S.C.
P.O. Box 700
Burlington, Wisconsin 53105

17

(Parcel Identification Number)

Unit 1: 51-206-03-19-32-005-010
Unit 2: 51-206-03-19-32-005-020
Unit 3: 51-206-03-19-32-005-030
Unit 4: 51-206-03-19-32-005-040
Unit 5: 51-206-03-19-32-005-050
Unit 6: 51-206-03-19-32-005-060
Unit 7: 51-206-03-19-32-005-070
Unit 8: 51-206-03-19-32-005-080
Unit 9: 51-206-03-19-32-005-090
Unit 10: 51-206-03-19-32-005-110

Units 1 through 10 of Thorngate Condominiums, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Thorngate Condominiums", dated the 9th day of February, 1999, and recorded the 12th day of February, 1999, in the Office of the Register of Deeds for Racine County, Wisconsin in Vol. 2879 of Records, at page 382, as Document No. 1670331, and as thereafter amended, and by a Condominium Plat therefor.

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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

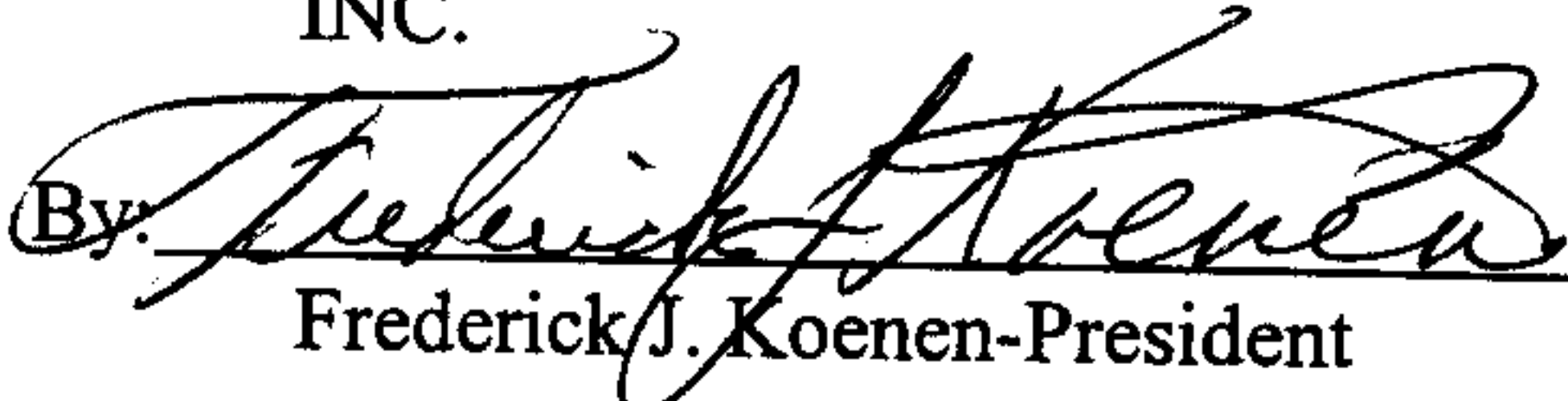
C. The Unit Owner shall not rent to more than one (1) tenant(s) during any period of twelve (12) consecutive months.

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.

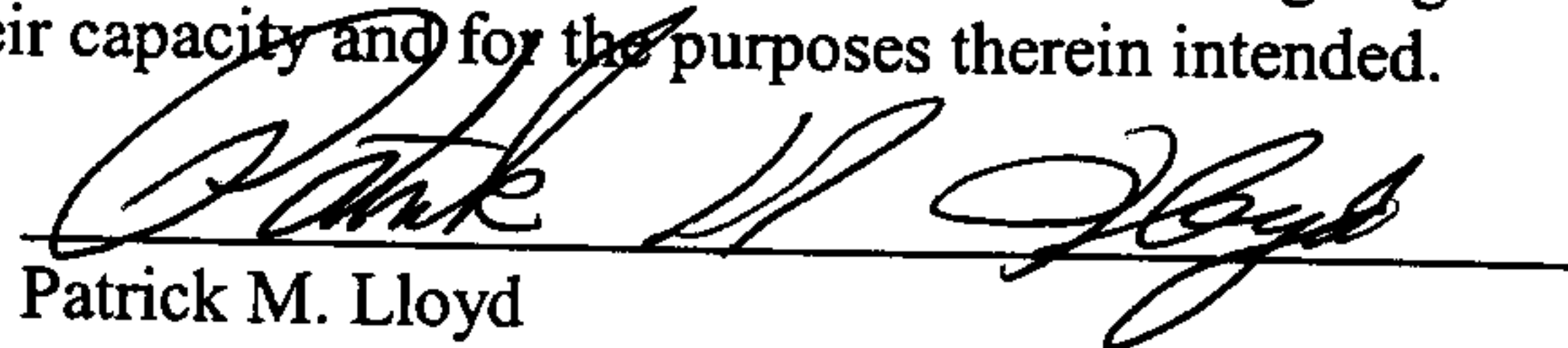
THORNGATE CONDOMINIUM ASSOCIATION,
INC.

By: 
Frederick J. Koenen-President

Attest: 
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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