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DECLARATION OF CONDOMINIUM OF
THORNGATE CONDOMINIUMS

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DECLARATION OF CONDOMINIUM
OF
THORNGATE CONDOMINIUMS

THIS DECLARATION is made under and pursuant to the Wisconsin Condominium Ownership Act of the State of Wisconsin (hereinafter "Act"), Chapter 703, Wisconsin Statutes, by Bell Tower Properties, LLP, a Wisconsin limited liability partnership (hereinafter "Declarant").

ARTICLE I
STATEMENT OF PURPOSE

The purpose of this Declaration is to subject the property hereinafter described and the improvements to be erected thereon (hereinafter collectively "Condominium") to the condominium form of ownership in the manner provided by the Act. It is intended that all provisions contained herein shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant and to its successors in interest.

ARTICLE II
DESCRIPTION, NAME, RESTRICTIONS AND DEFINITIONS

2.1 Legal Description. The real estate subject to this Declaration is owned by Declarant and is described on Exhibit "A" attached hereto.

2.2 Name and Address. The name of the Condominium is Thorngate Condominiums and has as its address 432 Milwaukee Avenue, P.O. Box 700, Burlington, Wisconsin 53105.

2.3 Covenants, Conditions, Restrictions and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- A. General taxes and special assessments not yet due and payable.
- B. Easements and rights in favor of gas, electric, telephone, water, sewer and other utilities.
- C. All other easements, covenants, declarations and restrictions of record.
- D. All municipal, zoning and building ordinances.
- E. All other governmental laws and regulations applicable to the Condominium.

2.4 Definitions. Except as modified herein, the definitions contained in the Act shall govern in the interpretation of this Declaration.

2.5 General Description of Condominium. The Condominium shall consist of five (5) buildings containing ten (10) condominium units (hereinafter "Units"), together with guest parking stalls, driveways and land. The buildings are one (1) story structures with full basements. A survey plan of the land and buildings is attached hereto as Exhibit "B" and incorporated herein by reference ("Condominium Plat"). The partitioning, fixtures, attachments, and decorations within each Unit will be determined from time to time by each Unit Owner, subject to restrictions in this Declaration and in the rules and regulations adopted by the Association.

ARTICLE III UNITS

3.1 Definition. "Unit" shall mean a part of the Condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms of enclosed space located on one or more floors (or parts thereof) in a building.

3.2 Boundaries of Units. A Unit in Thorngate Condominiums shall include:

A. One or more contiguous or non-contiguous cubicles of air, including the perpetual right of ingress thereto and egress therefrom. The exterior boundaries of the cubicles shall be the vertical planes, the elevations of which coincide with and include the undecorated finished ceiling, floors and walls of the Unit. The foregoing boundaries extended to the intersection with each other shall constitute the Units as shown on Exhibit "B". It is intended that the surface of each plane described above (be it tiled, papered, panelled, painted, carpeted, or otherwise covered) is included as part of each defined Unit. Included within the Unit shall be all windows and doors (including hardware), which provide access to the Unit with the exception of the garage door or doors and associated operating mechanism which shall be a Limited Common Element. The boundaries delineated above shall apply to each floor level and shall include all stairways and stairwells situated therein.

B. Any and all appliances and other fixtures contained within or serving each Unit, whether they are inside or outside the defined cubicle of air, including, without limitation:

- 1) Interior lights and light fixtures
- 2) Cabinets

C. All floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

D. All plumbing fixtures, hot water heaters, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixtures and water or sewage lines serving more than one (1) Unit.

E. The heating, ventilating and air conditioning system, including the control mechanisms serving each Unit.

Specifically not included as part of the Unit are those structural components of each building and any portion of the plumbing, electrical, or mechanical systems of the building serving more than one (1) Unit, even if located within the cubicle or cubicles of air comprising the Unit.

3.3 Legal Description. Units shall be identified by the number or other designation as specified on the Condominium Plat, which plat shall be recorded contemporaneously with this Declaration. A copy of the Condominium Plat is attached hereto as Exhibit "B".

ARTICLE IV COMMON ELEMENTS

4.1 Definition. "Common Elements" shall mean all of the Condominium except the Units.

4.2 Description. The Condominium Common Elements are the following:

A. The land described in Exhibit "A".

B. The paved driveways and guest parking spaces situated on the land described in Exhibit "A".

C. Structural walls separating more than one (1) Unit.

D. Any mechanical or utility mechanism, connection, or service that serves more than one (1) Unit.

E. Any other portion of the improvements to the land described in Exhibit "A" which is not included within the boundary of a Unit as described above.

4.3 Use. Except as otherwise provided herein and subject to the Bylaws of the Thorngate Condominium Association, Inc. (the "Association"), as hereinafter defined, and subject to any rules and regulations adopted by the Association, the Common Elements may be used by the Unit Owners for the purposes for which they were intended. The necessary work of maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, the Bylaws of the Association and the rules and regulations adopted pursuant thereto.

4.4 Ownership. There shall be appurtenant to each Unit a ten percent (10%) undivided interest in the Common Elements.

ARTICLE V LIMITED COMMON ELEMENTS

5.1 Definitions. "Limited Common Elements" shall mean those Common Elements identified in this Declaration as reserved for the exclusive use of one or more of the Units.

5.2 Description. The Condominium Limited Common Elements are the following:

- A. Patios attached to, leading directly to or from, or adjacent to each Unit.
- B. Entrances, including the door, step and stoop, or porch, leading to or from each Unit.
- C. The garage door which encloses the garage portion of each Unit, including the operating mechanism.
- E. The two (2) parking spaces situated immediately in front of the garage doors of each Unit.

5.3 Use; Maintenance. Except as otherwise provided herein, the manner of use of the Limited Common Elements shall be determined solely by the Unit Owner who has the exclusive use of such Limited Common Elements, except that no use may occur which could damage the structure of any building or otherwise cause harm to the Condominium. In addition, maintenance, repair and replacement of the Limited Common Elements shall be the responsibility of the Unit Owner to whose use the Limited Common Element is limited, except for (i) the garage doors and associated operating mechanism, the maintenance, repair and replacement of which shall be the responsibility of the Association and the cost of which shall be a common expense as set forth in Article XIV below and (ii) the two parking spaces situated immediately in front of the garage doors of each unit.

ARTICLE VI USES

The Units, Limited Common Elements and Common Elements of the Condominium shall be used for residential occupancy and motor vehicular parking purposes only, and shall not be used for any other purpose. Notwithstanding anything to the contrary contained herein, the use of the Units, Limited Common Elements and Common Elements shall comply with the City of Burlington General Ordinances, any other applicable municipal ordinance, the Planned Unit Development Agreement with the City of Burlington, and any other restrictions as contained in the Association's Articles of Incorporation, Bylaws and any rules and regulations adopted by the Association. No use may unreasonably interfere with the use and enjoyment of the Common

Elements or other Units by the other Unit Owners. There shall be no storage of material, and there shall be no conduct of any activity, which would materially increase the insurance rates on the Condominium. Any and all attorney fees and other expenses incurred by the Association in the enforcement of this provision shall be reimbursed by the Unit Owner in violation thereof and may be assessed against such Owner's Unit.

ARTICLE VII UNIT OWNER

"Unit Owner" shall mean a person, combination of persons, partnership, corporation or other entity, who or which holds legal title to a Unit; provided, however, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, "Unit Owner" shall mean the land contract purchaser.

ARTICLE VIII ASSOCIATION

8.1 Definition. "Association" shall mean the Thorngate Condominium Association, Inc., a Wisconsin non-stock corporation.

8.2 Duties and Obligations. All Unit Owners shall be members of the Association and subject to its Articles of Incorporation, Bylaws and rules and regulations adopted by it for the use and management of the Condominium.

8.3 Voting. The Owner of each Unit shall be entitled to one (1) vote in the Association, subject, however, to suspension as provided herein. Even if a Unit is owned by more than one (1) person, the Unit must cast its vote or votes as a whole. No fractional voting will be allowed or considered. As provided in Article VII hereof, one who holds a land contract purchaser's interest or any other such equitable interest in a Unit shall be considered the Unit Owner. However, for purposes of being eligible to vote as a member of the Association, the land contract or other document establishing the equitable interest, or an instrument providing constructive notice of such interest, must be recorded in the Racine County Register of Deeds office.

8.4 Declarant Control. Except as otherwise provided in Section 703.15(2)(d), Wisconsin Statutes, Declarant reserves the right to appoint and remove officers of the Association or to exercise the powers and responsibilities otherwise assigned by the Declaration or the Act to the Association or its officers (hereinafter "Declarant Contract"). The period of Declarant control shall continue until the earlier of either of the following to occur: (i) the expiration of ten (10) years from the date the first unit is conveyed to a person other than Declarant, or (ii) the expiration of thirty (30) days after the conveyance of eighty percent (80%) of the Common Element interest to purchasers. During this period, Declarant shall have the full and exclusive right to take all action on behalf of the Association, including but not limited to, the right to (a) enter into leases of units, (b) make contracts and agreements on behalf of the

Association for the maintenance, operation, and management of the Condominium, (c) determine, levy, and collect assessments, (d) grant easements, and (e) enact and enforce rules and regulations for the use of the Condominium. Any contracts or agreements entered into by the Declarant on behalf of the Association with Declarant or an affiliate of Declarant shall not extend for a period exceeding one (1) year; provided, however, that such contracts or agreements may be automatically renewable if a reasonable period for giving notice of termination is provided at the end of each term. Furthermore, any such contracts or agreement shall provide for termination by either party without cause and without payment of a termination fee upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, this provision shall not apply to any lease, the termination of which would terminate the Condominium.

8.5 Termination of Control. Upon termination of the above specified period of Declarant Control, or upon the earlier, voluntary relinquishment of control by Declarant, control of the Association shall be turned over to the Unit Owners; provided, however, Declarant reserves the right to name one member, who need not be a Unit Owner, of the Board of Directors until all Units have been conveyed to Unit Owners (other than Declarant) in fee simple. Notwithstanding any provision to the contrary, Declarant reserves the following rights: (i) to continue any unfinished development work on any unsold Unit and on the Limited Common Elements and Common Elements (including obtaining any necessary easements therefor); (ii) to conduct promotional and sales activities using unsold Units and both Limited Common Elements and Common Elements, which activities shall included but need not be limited to maintaining sales and management offices, model Units, parking areas, and advertising signs; and (iii) to do all other acts Declarant shall deem reasonably necessary in connection with the development and sales of the remaining Units. However, any such acts shall not violate the rights of the Unit Owners or their Mortgagees or unreasonably interfere with the use and enjoyment of the Units, Limited Common Elements, or Common Elements. Declarant shall also have the right during the period of Declarant Control to grant easements over, through, or under any part of the Condominium for the benefit of the Condominium as a whole or any part thereof.

ARTICLE IX REPAIRS AND MAINTENANCE

9.1 Units. Each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance and repair and replacement of his, her, its, or their Unit.

9.2 Limited Common Elements. With the exception of the garage door or doors of each Unit and associated operating mechanism, and that portion of the Limited Common Elements that are a part of the exterior of the structures comprising the Condominium, each Unit Owner shall be responsible for the decoration, furnishing, housekeeping, maintenance, repair, replacement, general cleanliness and presentability of the Limited Common Elements, which use is reserved to the Unit or Units. Notwithstanding the foregoing, the type and color of finish of

all outside doors (including garage doors) and windows shall be subject to approval of the Association's Board of Directors and, to the extent practical, shall be uniform among the Units.

9.3 Common Elements. Except as provided in Section 9.2 hereof, the Association shall be responsible for the maintenance, repairs, replacement, general cleanliness and presentability of the Common Elements.

9.4 Entry by Association. Provided that twenty-four (24) hours prior notice is given, duly authorized officials or agents of the Association may enter any Unit or Limited Common Element(s), or both, at reasonable times and under reasonable conditions when, in the opinion of the said authorized officials or agents, entry is necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible. The entry shall be made with as little inconvenience to the Unit Owner, his, her, its, or their tenants, as possible under the circumstances, and during normal business hours, if possible. Any damage caused thereby shall be repaired by the Association and shall be treated as a "Common Expense", as hereinafter defined. Notwithstanding the foregoing, in the event of an emergency, the twenty-four (24) hour notice requirement shall not apply, although prior notice to the Unit Owner shall be attempted.

ARTICLE X UNIT ALTERATIONS/SUBSTITUTIONS

10.1 Substitution of Unit. The units planned for construction are of one of two basic types and are shown on the Condominium Plat. Notwithstanding the type of unit shown, the units may be interchanged, or one type of unit may be substituted for the other.

10.1 Alterations Within Unit Boundaries. A Unit Owner may make improvements or alterations within his, her, its, or their Unit; provided, however, that such improvement or alteration shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and does not impair any easement.

10.3 Relocation of Boundaries Within a Building.

A. If the Unit Owners of the two adjoining Units within any Building desire to relocate their mutual boundary between the two units, the affected Unit Owners shall prepare and execute appropriate instruments.

B. An amendment to the Declaration and Plat shall identify the Units and shall state that the boundaries between those Units are being relocated by agreement of the Unit Owners thereof. The amendment shall contain words of conveyance between those Unit Owners and, when recorded, shall also be indexed in the name of the grantor and grantee, if applicable. The amendment to the Declaration shall also state the reallocation of the aggregate undivided interest in the Common Elements appertaining to

the Units. If not stated, the prior allocation shall govern until such time as the Unit Owners shall record an amendment to that effect.

C. Plats and plans showing the altered boundaries and the dimensions thereof between adjoining Units and their identifying numbers shall be prepared. The plats and plans shall be certified as to their accuracy in compliance with Subsection 703.13(6), Wisconsin Statutes, by a civil engineer, architect, or licensed land surveyor authorized to practice his or her profession in the State of Wisconsin.

D. After appropriate instruments have been prepared and executed, those instruments shall become effective when the adjoining Unit Owners and the Association have executed them and they have been recorded. The recording thereof shall be conclusive evidence that the relocation of boundaries did not violate the Condominium instruments.

E. A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of any intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

10.4 Exterior Alterations of a Unit. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements (including Limited Common Elements) without obtaining the prior written permission of the Association's Board of Directors ("Board") and the prior written permission of the City of Burlington amending any PUD Agreement, which permission may be denied in their sole discretion; provided, however, that the patio which is a Limited Common Element of each Unit, may be improved pursuant to guidelines and procedures adopted by the Board. Any approved improvement or alteration which changes the exterior dimensions of a Unit must be evidenced by the recording of a modification to the Thorngate Condominiums Declaration and Plat before it shall be effective and must comply with the then legal requirements for such amendment and the requirements of any PUD Agreement. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and Limited Common Elements or the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

10.5 Expenses. All expenses involved in any improvements or alterations approved by the Association and the City of Burlington or permitted under this Article, whether or not completed, including all expenses to the Association, shall be borne by the Unit Owner or Owners involved and may be charged as a special assessment to the affected Units.

ARTICLE XI
INSURANCE

11.1 Property Insurance. The Association shall obtain and maintain insurance for the Units, Limited Common Elements and Common Elements on an "all risk basis" for an amount not less than the full replacement value of the insured property. For purposes of this paragraph, "insured property" shall include all elements of the buildings constituting the Condominium existing as of the most recent date of completion of a Unit ("Completion Date"). That is, the Completion Date shall be continually updated to the date coinciding with the completion of the most recent Unit since the Condominium is under construction. The final Completion Date shall occur once all Units have been completed, including without limitation, all interior finishes, built-in cabinets, plumbing fixtures, heating, ventilating and air conditioning equipment, partition walls and floor coverings. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. For purposes of this provision and for the Declaration, "Mortgagee" shall mean the holder of any recorded mortgage encumbering one or more Units or a land contract seller.

11.2 Liability Insurance. The Association shall maintain general liability insurance against all claims commonly insured against and in such amounts as the Association shall deem suitable. The policies may, at the discretion of the Board of Directors of the Association, include standard coverage for the errors and omissions of Association directors and officers. The Association shall be the named insured with Unit Owners and the Mortgagees of Units as additional insureds. Such policies shall also contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or any Unit Owners, their tenants or visitors.

11.3 Fidelity Insurance. If the Board of Directors of the Association affirmatively elects, the Association shall maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be the named insured, and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves.

11.4 Administration. Any and all premiums associated with the insurance purchased by the Association shall be a Common Expense. The Association shall act as the trustee for the purpose of obtaining insurance coverage and for the receipt, application and disbursement of proceeds. All insurance shall be obtained from insurance carriers licensed or permitted to do business in the State of Wisconsin.

11.5 Unit Owner's Insurance. Each Unit Owner shall maintain property insurance for the contents, additions and alterations contained within his, her, its, or their Unit on an all-risk basis for an amount not less than the full replacement value of the insured property. For the purpose of this paragraph, "insured property" shall mean additions and alterations made to the interior of a Unit by a Unit Owner after the Completion Date, as well as contents which each Unit Owner may elect to insure. The Unit Owner shall be the named insured and the

Association shall be named as an additional insured. Each Unit Owner shall also maintain comprehensive general liability coverage at a single limit of not less than One Hundred Thousand Dollars (\$100,000.00) per incident or such other limits as the Board may, from time to time, prescribe. Unit Owners shall, upon request, provide the Association with certificates of insurance evidencing the required coverage. All policies must be issued by insurance carriers acceptable to the Association and licensed to do business in the State of Wisconsin. The Association's approval shall not be unreasonably withheld.

11.6 Disbursement. Insurance proceeds shall first be disbursed by the Association for the repair or restoration of the damaged Units, Limited Common Elements and Common Elements, and the Unit Owners and their Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild, or a court has ordered partition of the Condominium property, and the same can be legally accomplished under the City of Burlington General Ordinances, or there is a surplus of insurance proceeds after the Common Elements, Limited Common Elements and Units have been completely repaired or restored.

11.7 Commencement. All insurance required of the Association by this Declaration shall be purchased and maintained by the Association commencing on or before the date of the sale of the first Unit.

ARTICLE XII REPAIR OR RECONSTRUCTION

In the event the Condominium is damaged or destroyed, in whole or in part, the Association shall promptly undertake to repair or reconstruct the damaged portion of the Condominium to its former condition unless, by the affirmative vote of Unit Owners representing at least eighty percent (80%) of the votes of the Association and their first Mortgagees, a contrary decision is made. Upon reconstruction, the Association may vary the design, plan and specifications of the Condominium from that of the original; provided, however, that there is no violation of any PUD Agreement affecting the property and the number of square feet for any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit existing immediately prior to the damage or destruction (unless Unit Owners owning at least eighty percent [80 percent] of the Units agree otherwise); and provided, further, the location and floor plan of the buildings and Units therein shall be substantially the same as they were prior to the damage. In the event of any variance, an amendment to the Declaration and Condominium Plat shall be recorded. In the event insurance proceeds are insufficient to pay the estimate or actual costs of reconstruction, the shortage shall be considered a Common Expense, and the Association shall have the responsibility and the right to levy assessments against the Unit Owners as provided herein.

ARTICLE XIII EMINENT DOMAIN

In the event of a taking of all or any portion of the Common Elements under the power of eminent domain, the provisions of Section 703.19, Wisconsin Statutes, shall control; provided, however, the affirmative vote of at least fifty-one percent (51%) of the first Mortgagees, calculated on a per-Unit basis, shall also be required in order to partition the Condominium; and provided, further, if Common or Limited Common Elements are taken, the same shall be reconstructed by the Association if practical to do so.

ARTICLE XIV COMMON EXPENSES

14.1 Liability of Unit Owner. Each Unit Owner (other than the Declarant) shall be liable for the share of expenses of the Association assessed against such Owner's Unit. These expenses ("Common Expenses") shall be allocated ten percent (10%) to each Unit, except that charges may be specifically allocated to particular Units by the Board of the Association, or by separate agreement among the Unit Owners, based on the benefit to the Unit Owner of the cost or expense affecting the deterioration or damage of or to the Units, Common Elements, or Limited Common Elements as to which the Association may have responsibility.

14.2 Enforcement. The assessments for Common Expenses, together with such interest as the Association may impose in the Bylaws for delinquencies and with the costs of collection and actual attorney fees, constitute a lien on the Units against which they are assessed, except as otherwise provided in Section 14.5 below. Attachment, filing, effectiveness, priority and enforcement of the lien shall be as provided in Section 703.16, Wisconsin Statutes.

14.3 Suspension of Voting Rights. If any assessment of Common Expenses is delinquent and a "Statement of Condominium Lien" as described in Section 703.16(9), Wisconsin Statutes, has been filed against a Unit, the Association may, upon notice to the Unit Owner, suspend the voting rights of the delinquent Unit Owner.

14.4 Unit Sale; Reserve Fund. Except as otherwise provided herein, unpaid Common Expenses assessed against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a Statement of Condominium Lien covering the delinquency shall have been recorded prior to the transfer. In addition, at the time of each voluntary transfer of a Unit, the buyer thereof (or other acquirer of title, if other than a purchase) shall pay an additional nonrefundable fee equal to three (3) monthly installments of then current assessments for Common Expenses for deposit into the Association's reserve fund. The reserve fund shall be used by the Association for capital improvements or extraordinary expenses, as the Board shall determine.

14.5 Lien for Nonpayment. The Association shall have a lien from the date an assessment is made upon any Unit for assessments made against that Unit, which assessments

remain unpaid. Such lien shall be subordinate to any first (1st) priority mortgage as described in Section 708.09, Wisconsin Statutes. The lien shall secure payment of the assessment, interest and costs of collection, including reasonable attorney's fees. The lien may be recorded in the Racine County Register of Deeds office by an instrument executed by the Association and may be foreclosed. The Unit Owner shall be personally liable for all unpaid assessments, interest and costs of collection. This liability shall not terminate upon transfer of ownership or upon abandonment by the Unit Owner by disclaiming use of the Common Elements. When any lien is foreclosed, if the Unit Owner remains in possession of the Unit, he, she, it, or they shall pay the reasonable rental value of the Unit. The Association shall be entitled to the appointment of a receiver of the Unit, as a matter of strict right. Assessments shall be paid without offset or deduction. No Unit Owner may withhold payment of any assessment or any part thereof because of any dispute which may exist among or between Unit Owners, the Association, the Declarant, or combination thereof. Rather, the Unit Owner shall timely pay all assessments pending resolution of any dispute.

14.6 Installment Payment. Except for items such as insurance premiums which must be prepaid, assessments shall be paid in advance, in the form of a monthly or quarterly maintenance fee determined by a budget of Common Expenses prepared by the Board, which budget shall include a reserve fund for extraordinary maintenance and replacement items. Special assessments for items not provided for in the budget shall be paid at such time or times, in a lump sum, or in such installments, as the Board may determine.

14.7 Negligence of Owner. If, due to the negligent or intentional act or omission of a Unit Owner, or a member of his family or household pet, or of or to a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be a Common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and Bylaws of the Association.

ARTICLE XV AMENDMENTS

Except as otherwise provided herein, this Declaration may only be amended with the written consent of the Unit Owners owning at least eighty percent (80%) of the Units; provided, however, no such amendment may substantially impair the security of any mortgagee. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association and duly acknowledged or authenticated, is recorded with the Racine County Register of Deeds as required by statute.

**ARTICLE XVI
NOTICES**

The person to receive service of process for the Condominium or the Association shall be the designated Corporate Agent for the Association, which designation shall be filed with the office of the Department of Financial Institutions of the State of Wisconsin.

**ARTICLE XVII
REMEDIES**

If any Unit Owner fails to comply with all provisions of the Act, this Declaration, the Association Bylaws, the Articles of Incorporation, or with any rules and regulations promulgated by the Association, the Unit Owner may be sued for damages caused by such failure or for injunctive relief, or both, by the Association or by any other Unit Owner. In the event no damages are capable of being accurately determined, liquidated damages of One Hundred and no/100ths Dollars (\$100.00) may be assessed for each violation. Each day of violation shall constitute a separate violation for purposes of this Article. Any and all attorneys' fees and other expenses incurred by the Association in enforcing this provision shall be reimbursed by the Unit Owner in violation and may be assessed against such Owner's Unit. Individual Unit Owners shall have similar rights of action, but not reimbursement, against the Association.

**ARTICLE XVIII
EASEMENTS**

Easements are reserved over, through, across and underneath the Common Elements for ingress and egress and for present and future utility services, including but not limited to, easements for water pipes, sanitary sewer pipes, emergency sewer lines, storm drainage pipes, sprinkler pipes, electrical wires, TV wires, computer cables, security wires, street lights and the like, whether or not shown on the exhibits attached hereto. Easements for such utility services are reserved to the Declarant, the Association and the Unit Owners. Easements for ingress and egress are reserved to the Association in, over, across and under the Units and Limited Common Elements, their ceilings, floors and walls for the purpose of making any repairs which are the obligation of the Association. The Association shall be responsible for any damage resulting from the use of such easements. Easements for decoration are reserved to Unit Owners over and into the surfaces of the Common Elements, provided such use does not impair the structural integrity of the Condominium.

**ARTICLE XIX
GENERAL**

19.1 Utilities. Each Unit Owner shall pay for his, her, or its telephone, electrical, gas, sewer, water, and other utility services which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be

treated as part of the Common Expenses except as may be otherwise provided under Section 14.1 hereof.

19.2 Encroachments. If any portion of a Unit, Limited Common Element, or Common Element encroaches upon another, an easement for the encroachment and for its maintenance shall exist. In the event all or a portion of the Condominium is damaged and subsequently reconstructed, the Unit Owners shall allow encroachments on the Units, Limited Common Elements, or Common Elements during construction, and easements for such encroachments and their maintenance shall exist.

19.3 Pets. Each Unit shall be entitled to one (1) pet (not including fish), not exceeding twenty (20) pounds in weight, but subject to rules and regulations adopted by the Board. Variances may be granted by the Board pursuant to procedures adopted by the Board. In addition, the Board shall have the authority to order an otherwise permitted pet to be removed if such pet constitutes a nuisance to other Unit Owners.

19.4 Invalidity of a Provision. If any of the provisions of this Declaration, the Association's Articles of Incorporation, the Association's Bylaws, or of any rules and regulations adopted by the Association, or any portion thereof, shall be determined to be invalid by a court of competent jurisdiction, the remaining provisions and portions thereof shall not be affected thereby.

19.5 Conflict in Condominium Documents. In the event a conflict exists among any provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any rules and regulations, or between any of them, this Declaration shall be considered the controlling document.

19.6 Lease of Units. As a general rule, each Unit shall be occupied by the Unit Owner. 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 Association shall approve the lease if the Association, in its reasonable judgment, believes the Unit Owner has an acceptable reason(s) for entering into the lease. However, if the Association, in its reasonable judgment, does not believe the Unit Owner has an acceptable reason for entering into the lease, the Association shall refuse consent to the leasing and the Unit Owner shall not lease the Unit. The Association shall be irrevocably presumed to have consented to the lease if it does not give the Unit Owner written notice of the Association's refusal of consent within ten (10) business days after the Association receives the Unit Owner's proposed lease and Statement. If the Association withholds the consent, it shall give the Unit Owner written notice of the reason(s) for the Association's decision.

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.

Notwithstanding the above listed procedure for leasing of Units, the Declarant shall maintain its right to lease unsold Units under Article VIII, section 8.4 of the Declaration.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 9th day of February, 1999.

DECLARANT

BELL TOWER PROPERTIES, LLP

By: 
Kevin P. McKillip-Partner

By: 
R. William Phenicie-Partner

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

Personally came before me this 9th day of February, 1999, 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.



Notary Public, State of Wisconsin
My commission is permanent

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

BELLTOWE\Thorngat\Condo.Dec

LEGAL DESCRIPTION

PARCEL ONE: Part of the Northeast 1/4 of Section 31, Town 3 North, Range 19 East of the 4th P.M., City of Burlington, County of Racine, State of Wisconsin and more particularly described as follows:
Commence at the Southeast corner of Lot 28 of Richtman's Subdivision, a plat of record; thence North 0° 22' 40" West, (recorded as North 0° 17' West), 132.00 feet along the East line of Richtman's Subdivision to the place of beginning of the parcel of land hereinafter described: thence continue North 0° 22' 40" West, (recorded as North 01° 17' West), 447.56 feet along the East line of Richtman's Subdivision, to a point on the Southerly line of Lot 1, Block 10 of Weiler's Addition; thence North 49° 14' East, (recorded as North 49° 30' East), 316.75 feet along the Southerly line of Weiler's Addition to the Northwest corner of Lot 7, Block 5 of Tower Lawn 2nd Addition, a plat of record; thence South 01° West, 595.25 feet along the West line of said Tower Lawn 2nd Addition to the Southeast corner thereof; thence South 75° 21' West, (recorded as South 74° 11' 35" West), 234.17 feet, parallel with Walnut Street to the place of beginning. Containing 2.779 acres of land.

THORNGATE CONDOMINIUMS

A CONDOMINIUM LOCATED IN THE NORTHEAST 1/4 OF SECTION 31, TOWN 3 NORTH, RANGE 19 EAST, CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

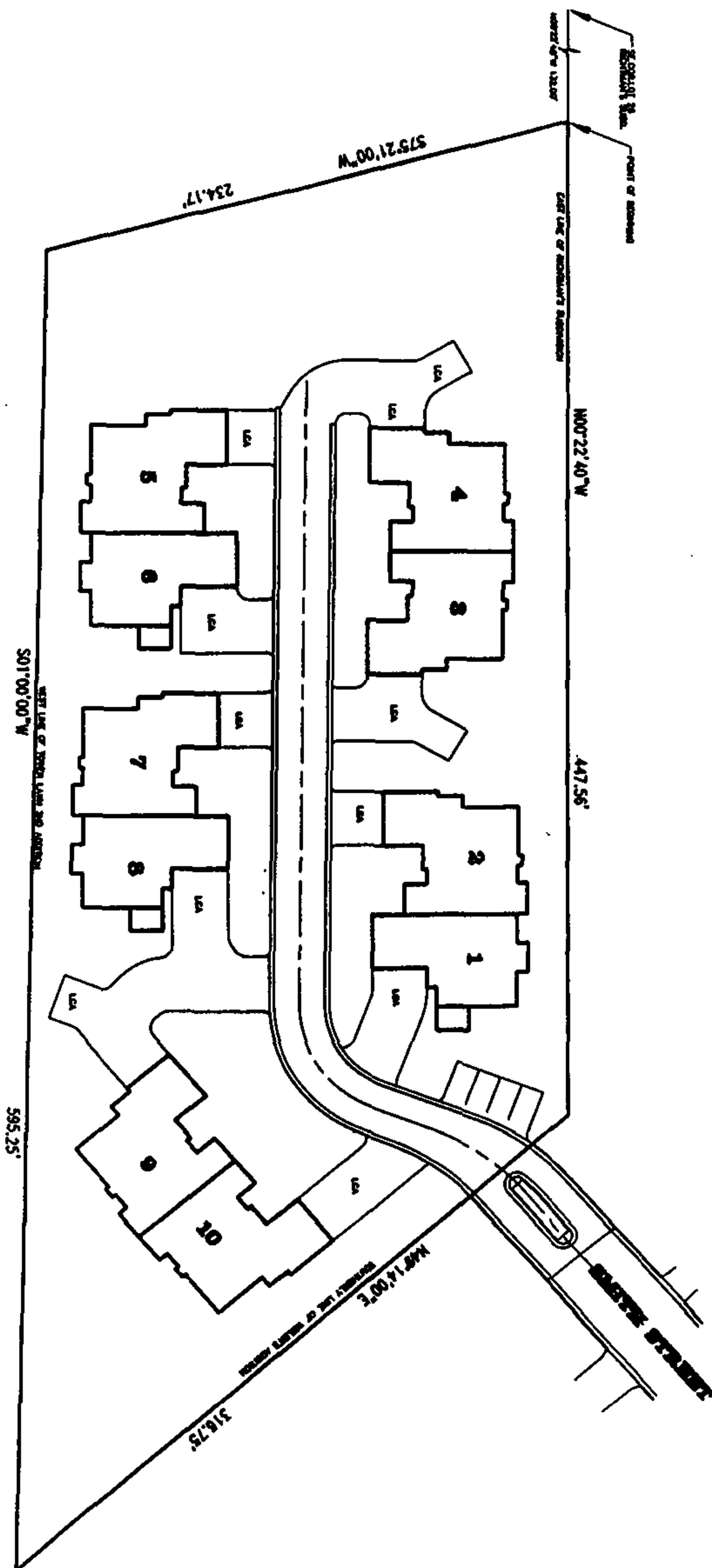


EXHIBIT "B" - Sheet 1

THORNGATE CONDOMINIUMS

A CONDOMINIUM LOCATED IN THE NORTHEAST 1/4 OF SECTION 31, TOWN 3 NORTH, RANGE 19 EAST,
CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

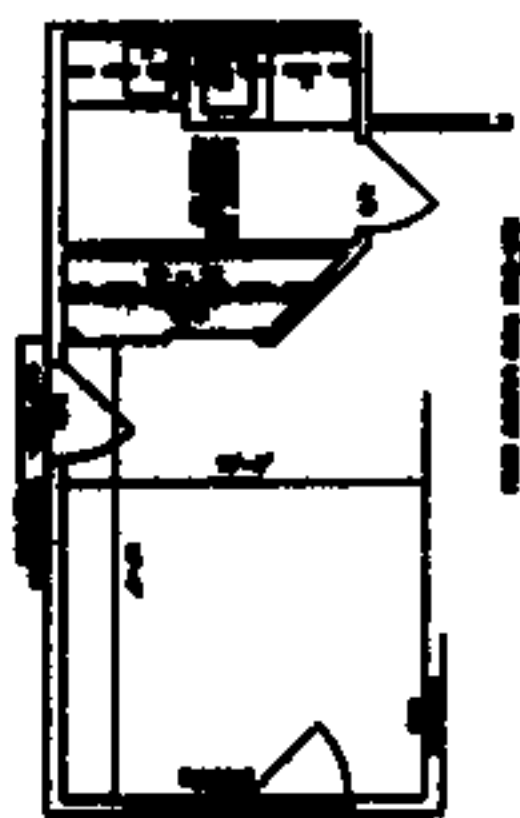
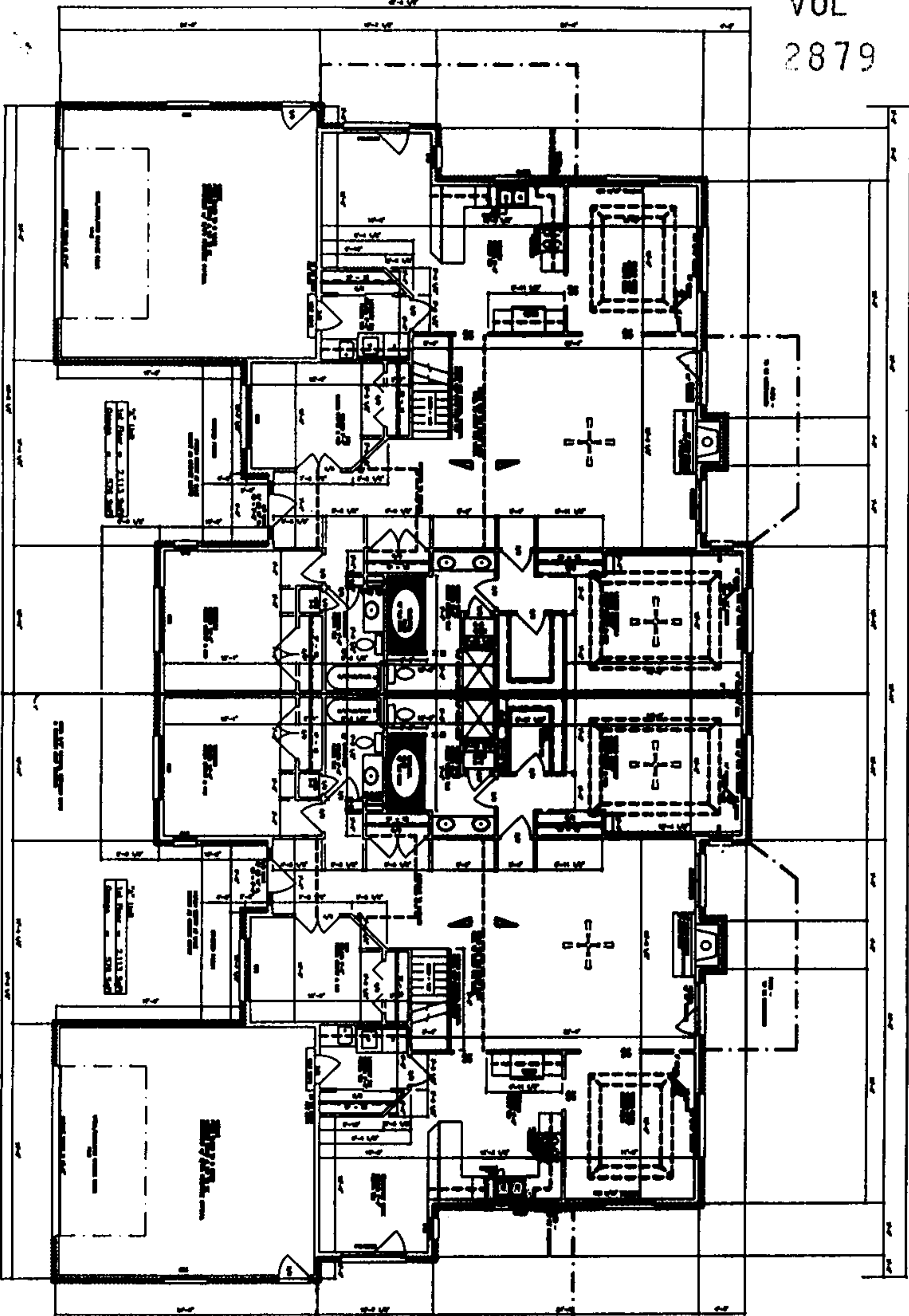


EXHIBIT "B" - Sheet 2

THORNGATE CONDOMINIUMS

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CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

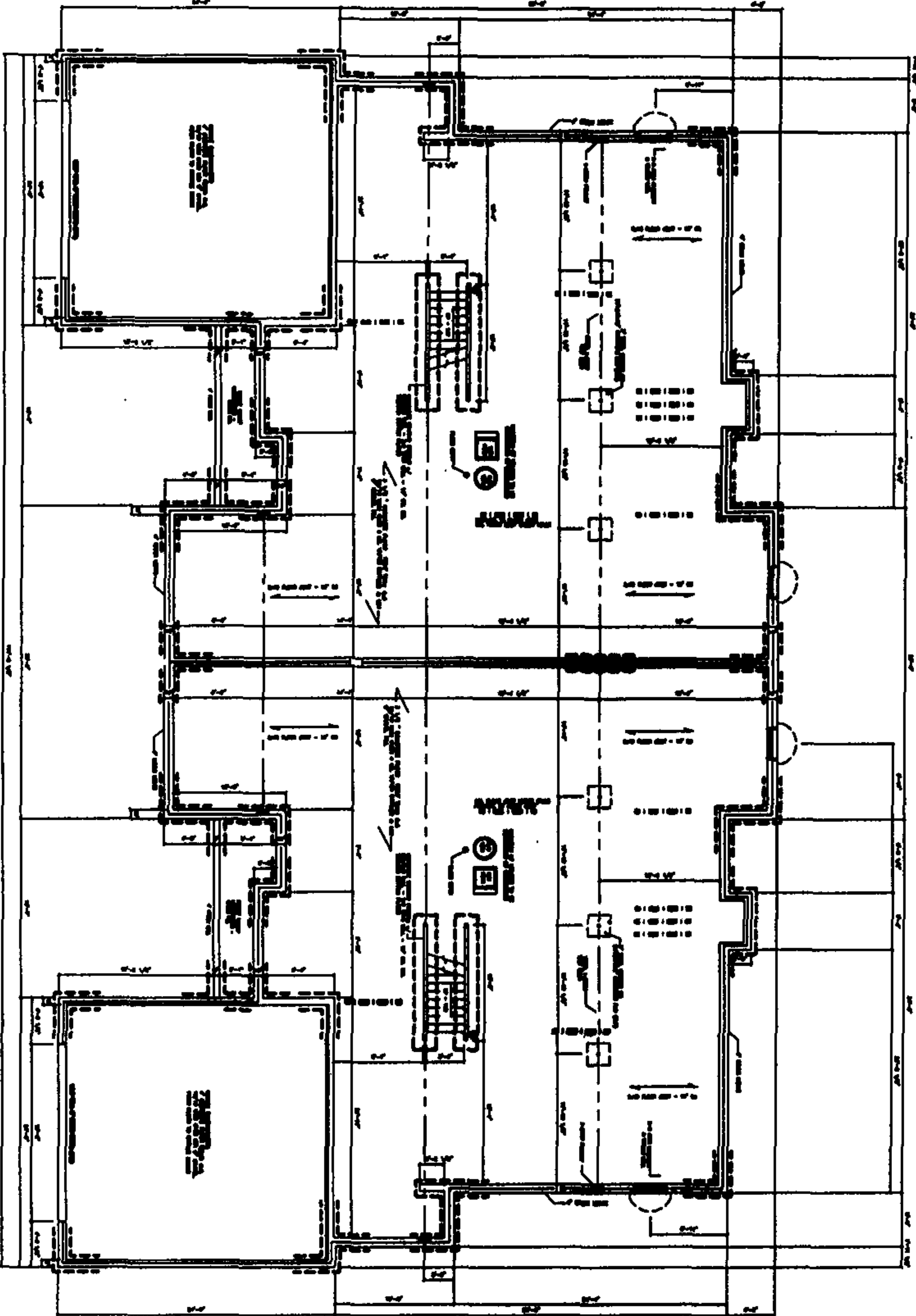


EXHIBIT "B" - Sheet 3

THORNGATE CONDOMINIUMS

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CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

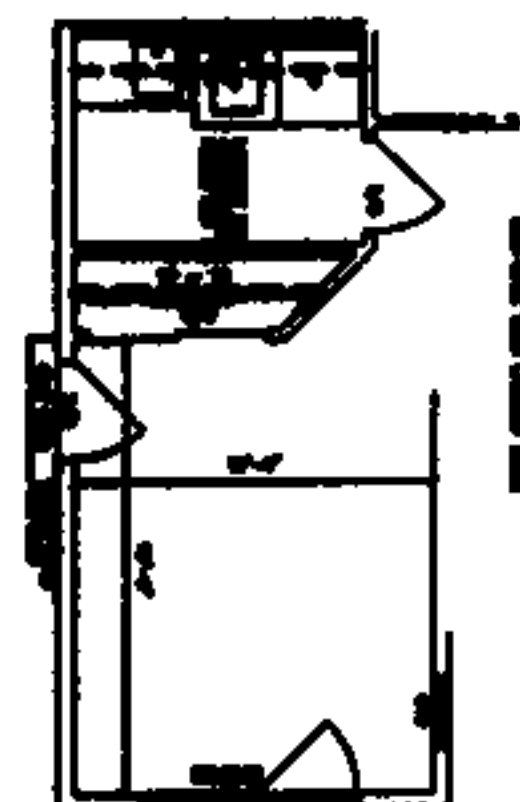
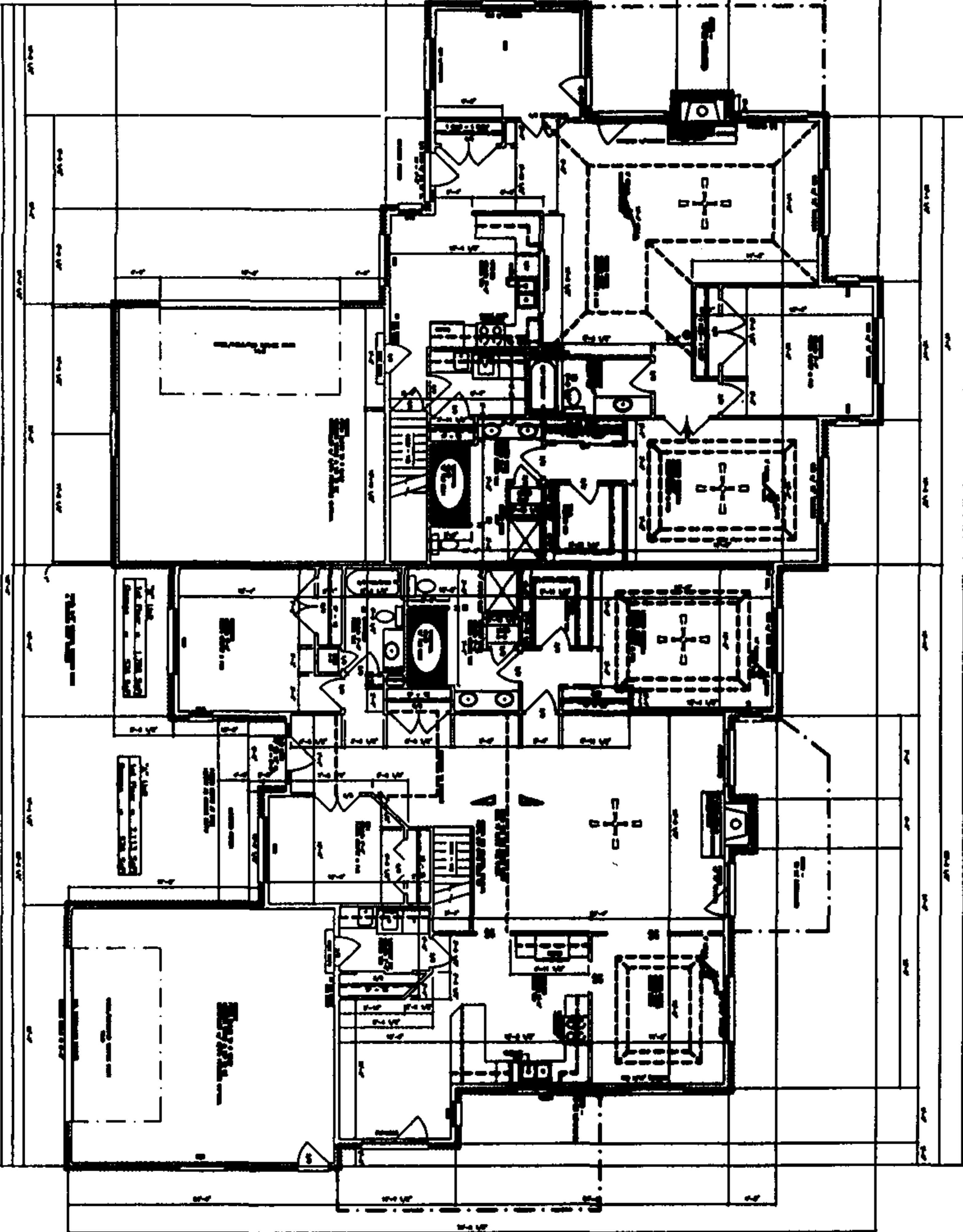


EXHIBIT "B" - Sheet 4

THORNGATE CONDOMINIUMS

A CONDOMINIUM LOCATED IN THE NORTHEAST 1/4 OF SECTION 31, TOWN 3 NORTH, RANGE 19 EAST,
CITY OF BURLINGTON, RACINE COUNTY, WISCONSIN.

