CORNERSTONE VILLAS, A CONDOMINIUM
DECLARATION OF CONDOMINIUM
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CORNERSTONE VILLAS, A CONDOMINIUM
DECLARATION OF CONDOMINIUM

THIS DECLARATION is made by BERWICK PROPERTIES, INC., hereinafter referred to as the "Declarant";

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located in the City of Kenosha, Kenosha County, Wisconsin; and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin as amended from time to time (hereinafter referred to as the "Act"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of Declarant and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as Cornerstone Villas, a Condominium) and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, together with mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance and protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are established for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the property; and

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, DECLARES AS FOLLOWS:

Section 1. Description of Land. The land which is the subject of this Declaration and upon which the condominium buildings and improvements are and will be located is in Kenosha County, Wisconsin, and is more particularly described as follows:

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, being part of Lot 2 of Certified Survey Map No. 2056 (a redivision of Lot 9 of Cornerstone Subdivision), more particularly described as follows: Beginning at an iron rebar stake found marking the southeast corner of said Lot 2; thence along the southerly line of said Lot 2 and the northerly right of way line of 74th Street, 153.91 feet along the arc of a curve to the left having a radius of 188.09 feet and a chord which bears N 64 deg. 18 min. 20 sec. W, 149,65 feet to an iron rebar stake; thence continue along the south line of said Lot 2 and the northerly right of way line of said 74th Street, N 87 deg. 44 min. 53 sec. W, 221.62 feet to an iron rebar stake found marking the southeast corner of Lot 1 of said Certified Survey Map No. 2056; thence along the east line of said Lot 1, N 03 deg. 07 min. 56 sec. W, 378.85 feet to an iron rebar stake found marking the northeast corner of said Lot 1; thence N 85 deg. 13 min. 26 sec. E, 360.10 feet to the east line of Lot 2 of said Certified Survey Map No. 2056; thence along the East line of said Lot 2, S 02 deg. 09 min. 28 sec. E, 482.20 feet to the point of beginning. Containing 145,202 square feet (3.33 acres) of land, more or less.

Legal description for Expansion Area:

A parcel of land located in the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, being part of Lot 2 of Certified Survey Map No. 2056 (a redivision of Lot 9 of Cornerstone Subdivision), more particularly described as follows: Commencing at an iron rebar stake found marking the southeast corner of said Lot 2; thence along the east line of said Lot 2; N 02 deg. 09 min. 28 sec. W, 482.20 feet to the point of beginning; thence S 85 deg. 13 min. 26 sec. W, 704.60 feet to an iron rebar stake found marking the northwest corner of Lot 1 of said Certified Survey Map No. 2056; thence along the west line of Lot 2 of said Certified Survey Map No. 2056, N 03 deg. 09 min. 06 sec. W, 300.04 feet to an iron rebar stake found marking the northwest corner of said Lot 2; thence along the north line of said Lot 2, N 86 deg. 50 min. 54 sec. E, 709.18 feet to an iron rebar stake found marking the northeast corner of said Lot 2; thence along the east line of said Lot 2, S 02 deg. 09 min. 28 sec. E, 280.11 feet to the point of beginning. Containing 204,974 square feet (4.70 acres) of land, more or less.

Section 2. Name of Condominium. The name by which the condominium shall be identified is Cornerstone Villas, a Condominium.

Section 3. Description of Buildings. Four buildings, designated as Building #4, #5, #6 and #7, containing eight residential units each are proposed for construction in the locations as shown on the Condominium Plat attached to this Declaration as Exhibit A. The condominium dwelling units in the residential buildings are called "units", and their boundaries are described

in Section 4 of this Declaration. Declarant shall have no liability to any unit owner or mortgagee of a unit for any failure to commence or complete construction of any units, common elements, limited common elements, buildings, or other improvements to the property or condominium.

Each residential building has two levels of living space. The building is constructed principally of concrete foundations and/or concrete footings, wood frame, brick, wood and concrete floors. The roofs are asphalt shingle. Each unit is connected to the municipal sewer system, is served by municipal water, and has an individual hot water heater and individual heating and air conditioning systems. All utilities will be separately metered except for sewer and water.

Section 4. Description of Units.

A. Each residential building has a number designation, and each residential unit has a number designation, and the location and immediate common area and limited common area to which it has access are shown on the Condominium Plat attached to this Declaration as Exhibit A. Diagrammatic floor plans for the units are set forth on Sheets 2 through 7 of Exhibit A.

B. The boundaries of each unit, including the garage which is part of the unit, shall consist of that part of the cubic area of the building enclosed as follows:

1. Horizontal Boundaries:

a. The upper boundaries of the units shall be the plane of the undecorated, finished ceiling including the first layer of drywall and extended to an intersection with the vertical boundaries; and

b. The lower boundaries of the unit shall be the plane of the undecorated, finished floor extended to an intersection with the vertical boundaries.

2. Vertical Boundaries: The vertical boundaries of the unit shall be the plane of the undecorated, finished interior of the perimeter walls including the first layer of drywall and extending to intersections with each other and with the upper and lower boundaries.

C. Each unit shall include the inner surfaces of the finished walls, ceilings and floors and all windows, moldings, window frames and doors (including all glass in doors and garage doors) in or appurtenant to a unit and its respective garage.

D. The units consist of and contain the following:

1. Unit 1 consists of a living room, dining room, kitchen, two bedrooms, a walk-in closet, two bathrooms, storage areas and a one-stall garage as shown on Sheet 2 of Exhibit A.

2. Unit 2 consists of a living room, dining room, kitchen, two bedrooms, a walk-in closet, two bathrooms, storage areas and a two-stall garage as shown on Sheet 2 of Exhibit A.

3. Unit 3 consists of a living room, dining area, kitchen, one bedroom, a walk-in closet, one bathroom, storage areas and a one-stall garage as shown on Sheet 4 of Exhibit A.

4. Unit 4 consists of a living room, dining room, kitchen, family room, two bedrooms, a walk-in closet, two bathrooms, storage areas and a two-stall garage as shown on Sheet 4 of Exhibit A.

5. Unit 5 consists of a living room, dining room, kitchen, two bedrooms, a walk-in closet, one bathroom, storage areas and a two-stall garage as shown on Sheet 4 of Exhibit A.

6. Unit 6 consists of a living room, dining room, kitchen, family room, two bedrooms, a walk-in closet, two bathrooms, a laundry room, a furnace/storage room, and a one-stall garage as shown on Sheet 4 of Exhibit A.

7. Unit 7 consists of a great room, a family/dining room, a kitchen, a powder room/1/2 bath, and a two-stall garage on the first floor with two bedrooms, a walk-in closet, two bathrooms and a loft area on the second floor as shown on Sheets 3 and 5 of Exhibit A.

8. Unit 8 consists of a great room, a family/dining room, a kitchen, a 1/2 bath/powder room and a two-stall garage on the first floor with two bedrooms, a walk-in closet, two bathrooms and a loft area on the second floor as shown on Sheets 3 and 5 of Exhibit A.

Sheets 6 and 7 of Exhibit A contain alternate floor plans and room arrangements for the units. The Declarant reserves the right to construct the units and buildings using the typical floor plans or the alternate floor plans as the Declarant may, in its sole discretion, determine.

E. The structural portions of each building, any smoke detectors and fire alarms and the exterior surface of the garage door shall be common elements except as stated in Section 4C of this Declaration. Utility lines and plumbing equipment located outside of the units shall be repaired and maintained by and at the expense of the Cornerstone Villas Condominium Association, Inc. (the "Association"). The heating and air conditioning systems and water heater

for each unit shall be considered part of the unit and repaired and maintained by and at the expense of the unit owner.

F. Each unit shall include the garage space as shown on Exhibit A and/or as described in subparagraph D above.

G. If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction, or repair of the building, or as the result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be the boundaries of the unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

H. It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common elements, as provided in the Act. In the event that for any year, such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common elements.

I. Each unit owner shall pay for his own natural gas, cable TV, telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed, such as water and sewer, shall be treated as part of the common expenses.

J. Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the property, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the unit owners obtained as part of the common expenses.

Section 5. Description of Common Elements and Limited Common Elements.

A. The common elements and facilities consist of all of the condominium other than the units themselves.

B. All patios, balconies and the parking spaces adjacent to each garage door shall be part of the common area and not a part of any individual unit; however, as limited common elements, each unit owner shall be entitled to the exclusive use and possession of that patio,

balcony and outdoor parking space, direct access to which is provided from the garage of his respective unit. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of any such limited common element, patio or balcony, in any manner contrary to the rules and regulations as may be established by the Association.

Section 6. Interest in Common Areas and Voting Rights.

A. Each unit shall be treated as an individual property capable of independent use in fee simple ownership.

B. Each unit owner shall have an equal, undivided percentage interest in the common and limited common areas and facilities.

C. Each unit shall have one vote on matters submitted by the Association for decision.

D. The management of the common areas and limited common areas shall be controlled by the Association.

E. The owner of a unit, including the Declarant, shall be a member of the Association and subject to its rules and regulations either upon issuance of a final occupancy permit for said unit by the City of Kenosha, or when a particular unit is conveyed by the Declarant to an owner, whichever is sooner.

Section 7. Residential Use and Lease of Unit.

A. All units are restricted to residential use, except that the Declarant reserves the right to use units as sales models until all units in the condominium are sold by Declarant.

B. No owner shall lease or rent his unit for a term of less than six months.

Section 8. Service of Process. Service of process on the Declarant or the Association shall be made upon Stephen C. Mills, 4011 80th Street, Kenosha, Wisconsin 53140, until all units have been sold and conveyed, at which time the Association may designate a successor registered agent by the vote of a majority of a quorum present at any meeting of the Association.

Section 9. Damage or Destruction. In the event eighty percent (80%) or more of the number of units of the property are destroyed or substantially damaged, action by the Association, by vote of seventy-five percent (75%) or more of the common interest taken within ninety (90) days after such damage or destruction, shall be necessary to determine to rebuild, repair, or restore the property as more fully described in the Bylaws of the Association. Damage or destruction to a lesser extent shall be repaired or restored pursuant to an arrangement by the Board of Directors of the Association as provided by said Bylaws.

Section 10. Miscellaneous Matters.

A. All present and future owners and occupants of such owners, employees of owners, or any persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with, the provisions of this Declaration, the Articles and Bylaws of the Association and the rules and regulations adopted pursuant thereto, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended and in effect from time to time, by such owner or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance, or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

B. Declarant hereby reserves for the Association, acting by and in the discretion of its Board of Directors, the right to grant to the City of Kenosha, Kenosha County, or public or semi-public utility companies, or any cable TV company serving the property, easements, and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes, cable and conduits for the transmission of electricity, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the property. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes, cables, or other conduits, with the right to do whatever may be necessary to carry out the purposes for which this easement is created.

C. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

D. A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

E. Each unit owner shall have the right to mortgage or encumber his own respective unit, together with his respective ownership interest in the common elements. No unit owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own unit and his own respective ownership interest in the common elements as aforesaid.

F. A perpetual easement has been given by the Developer for the installation and maintenance of storm water detention ponds and related drainage facilities as shown on Exhibit A.

Section 11. Termination. All of the unit owners may remove this condominium property from the provisions of the Wisconsin Condominium Ownership Act by an instrument to that effect duly executed and recorded in accordance with the provisions of Chapter 703 of the Wisconsin Statutes.

Section 12. Amending Declaration.

A. This Declaration may be amended by the affirmative vote of seventy-five percent (75%) of all the unit owners and seventy-five percent (75%) of all mortgagees of units in the condominium. The amendment shall be evidenced by an appropriate certificate entitling the same to be recorded. Declarant reserves the right, for himself and his successors and assigns, to amend this Declaration at any time and from time to time, without a vote of unit owners, to reflect the commencement or completion of units. Prior to completion of construction of units, Declarant shall be deemed the owner of the percentage interests in the common elements for all proposed units.

B. No amendment shall change any unit's proportionate share of the common elements, common expenses, or voting rights, unless all owners of the condominium units shall approve thereof by a one hundred percent (100%) vote, nor shall any amendment change the rights of Declarant as contained in this Declaration.

Section 13. Expandable Condominium. Declarant owns additional land described as "Expansion Area" on Exhibit A hereto adjacent to the land which is the subject of this Declaration and more particularly described as follows:

> A parcel of land located in the Southwest 1/4 of the Southwest 1/4 of Section 5, Town 1 North, Range 22 East, City of Kenosha, Kenosha County, Wisconsin, being part of Lot 2 of Certified Survey Map No. 2056 (a redivision of Lot 9 of Cornerstone Subdivision), more particularly described as follows: Commencing at an iron rebar stake found marking the southeast corner of said Lot 2; thence along the east line of said Lot 2; N 02 deg. 09 min. 28 sec. W, 482.20 feet to the point of beginning; thence S 85 deg. 13 min. 26 sec. W, 704.60 feet to an iron rebar stake found marking the northwest corner of Lot 1 of said Certified Survey Map No. 2056; thence along the west line of Lot 2 of said Certified Survey Map No. 2056, N 03 deg. 09 min. 06 sec. W, 300.04 feet to an iron rebar stake found marking the northwest corner of said Lot 2; thence along the north line of said Lot 2, N 86 deg. 50 min. 54 sec. E, 709.18 feet to an iron rebar stake found marking the northeast corner of said Lot 2; thence along the east line of said Lot 2, S 02

deg. 09 min. 28 sec. E, 280.11 feet to the point of beginning. Containing 204,974 square feet (4.70 acres) of land, more or less.

Declarant reserves the absolute and unqualified right, for the period of ten (10) years from the date of filing of the Declaration, for Declarant, Declarant's successors and assigns, and on behalf of each unit owner, to amend this Declaration to add a part or all of such land and any buildings constructed thereon to be a part of this condominium, until there is a total of not more than eight buildings with six units in each building. Each unit's undivided interest in the common areas, common expenses and common surpluses, if any, shall be equal as set forth in Section 6 of this Declaration. Declarant and Declarant's agents, assigns and contractors, shall at all times have an easement over, upon and across the common elements of the condominium for purposes of access to and from and the commencement, continuation and completion of construction of improvements to, the Expansion Area set forth on Exhibit A to this Declaration. Nothing contained herein shall be deemed to create an obligation or commitment on the part of the Declarant to add any property or to construct any additional units or common elements as part of this condominium, and neither the Association nor any unit owner shall have any rights in that regard. Declarant may, in his sole discretion, develop some, all, or none of the additional property and proposed building units shown on Exhibit A hereto. Declarant reserves the right to change the design, location and number of buildings, units and common elements to be constructed on the property described as Expansion Area on Exhibit A, provided that the maximum number of units in the condominium does not exceed forty-eight (48). This Declaration may also be amended by Declarant to interchange the types of units prior to the actual conveyance of any such unit and to change the location of any parking space serving a building prior to the initial conveyance of any unit in the building.

Section 14. Declarant's Initial Rights. Until such time as the Board of Directors of the Association provided for in this Declaration is formed, and until thirty (30) days after Declarant shall have consummated the sale of units aggregating seventy-five percent (75%) of all unit ownerships, the Declarant, or Declarant's successors or assigns, shall exercise the powers, rights, duties and functions of the Board of Directors and Association; provided, however, that the Declarant may relinquish such said powers, rights, duties and functions at any time after consummating the sale of units aggregating fifty-one percent (51%) of all unit ownerships. Declarant shall interpret the foregoing.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be signed this 19th day of July, 2000.

BERWICK PROPERTIES, INC.

By: /s/ Stephen C. Mills
Stephen C. Mills-President

State of Wisconsin)
) ss.
Kenosha County)

Personally came before me this 19th day of July, 2000, the above named Stephen C. Mills, to me known to be the person who executed the foregoing Declaration of Condominium and acknowledge the same.

/s/ R. William Phenicie

R. William Phenicie
Notary Public, State of Wisconsin
My commission is permanent

This instrument was drafted by:
R. William Phenicie
Lloyd, Phenicie, Lynch & Kelly, S.C.
P.O. Box 700
Burlington, WI 53105

EXHIBIT A-Sheet 1

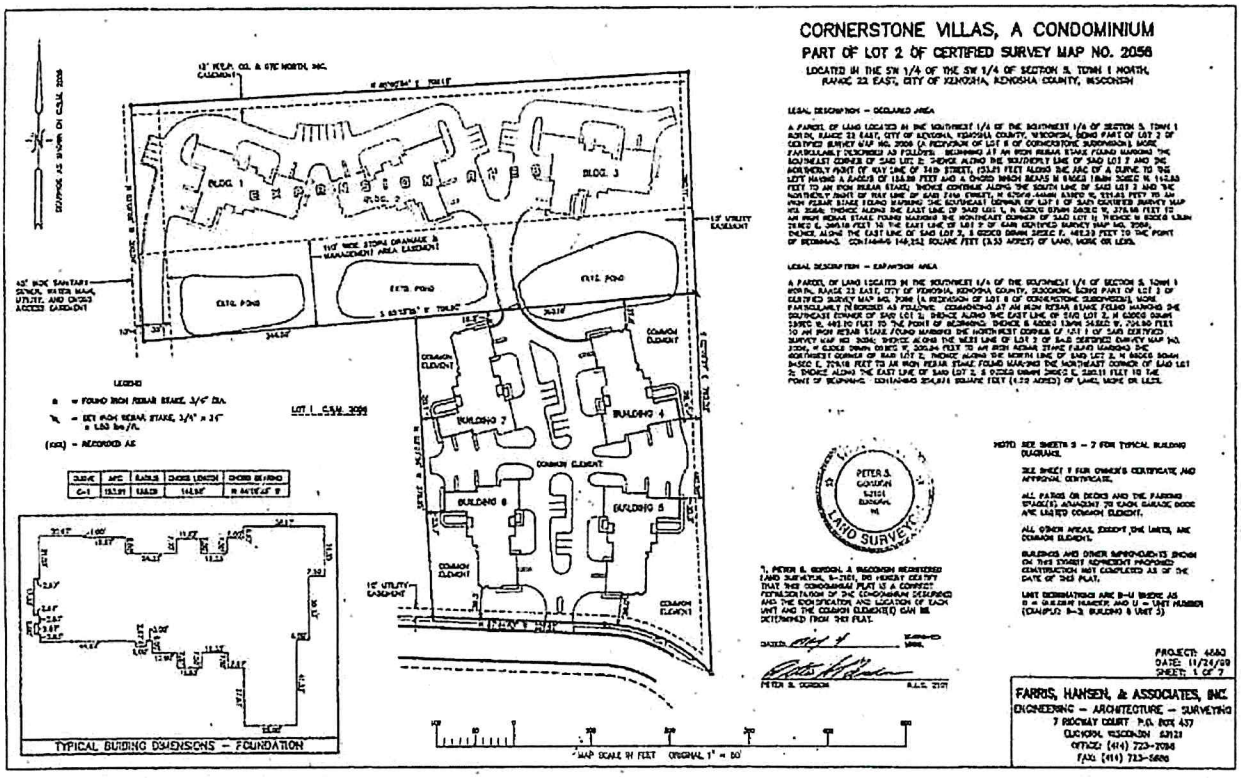


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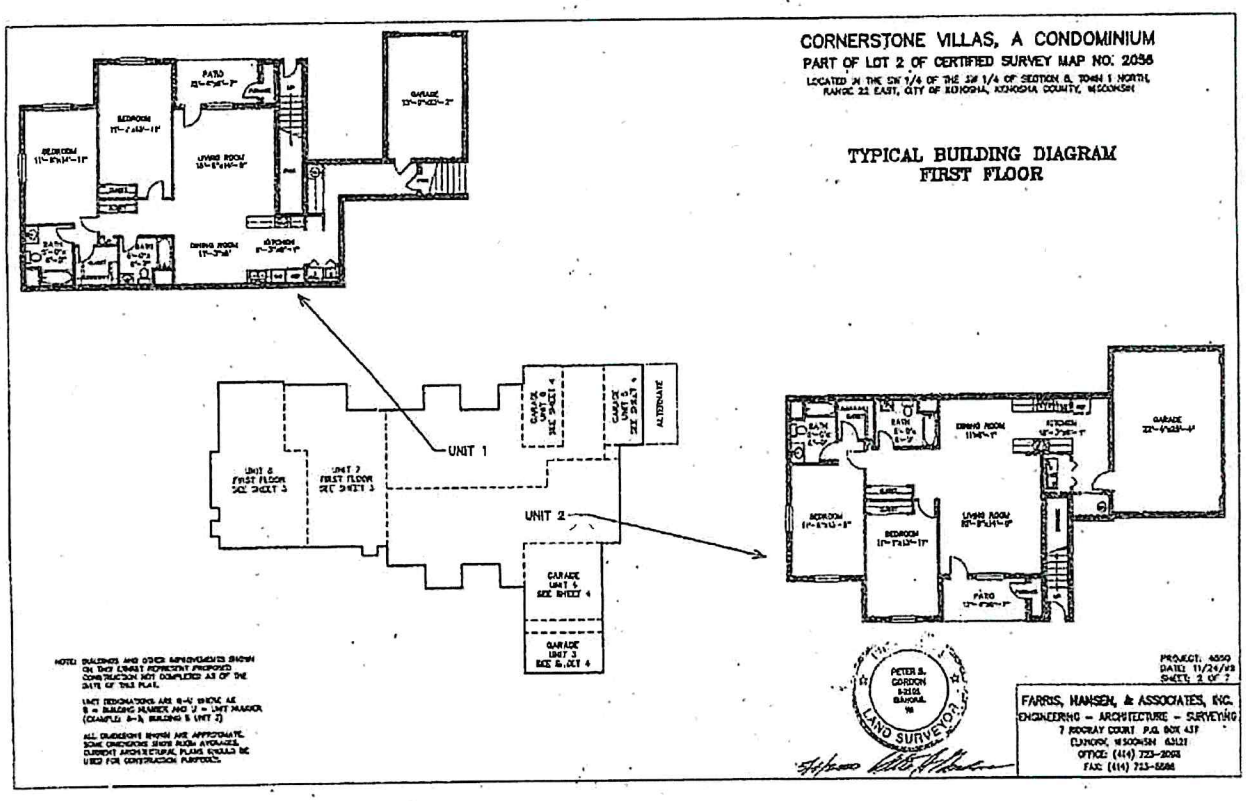


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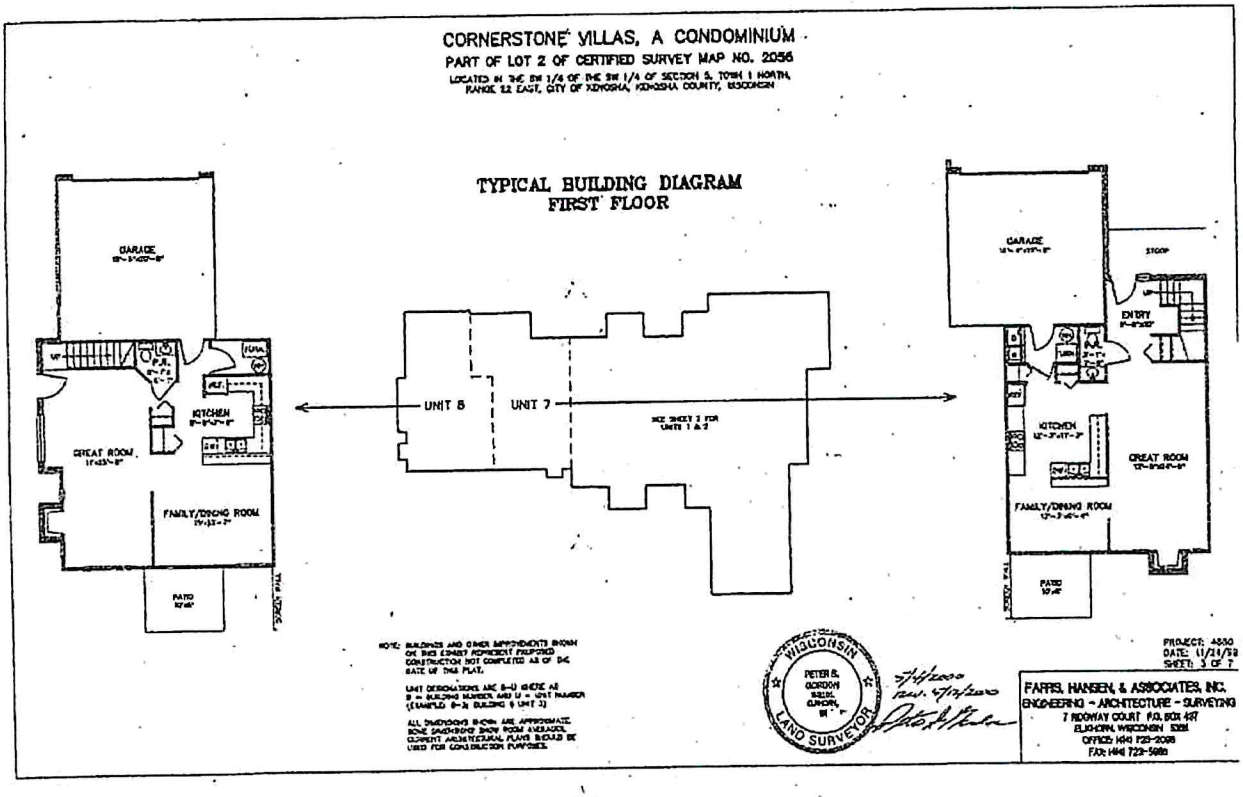


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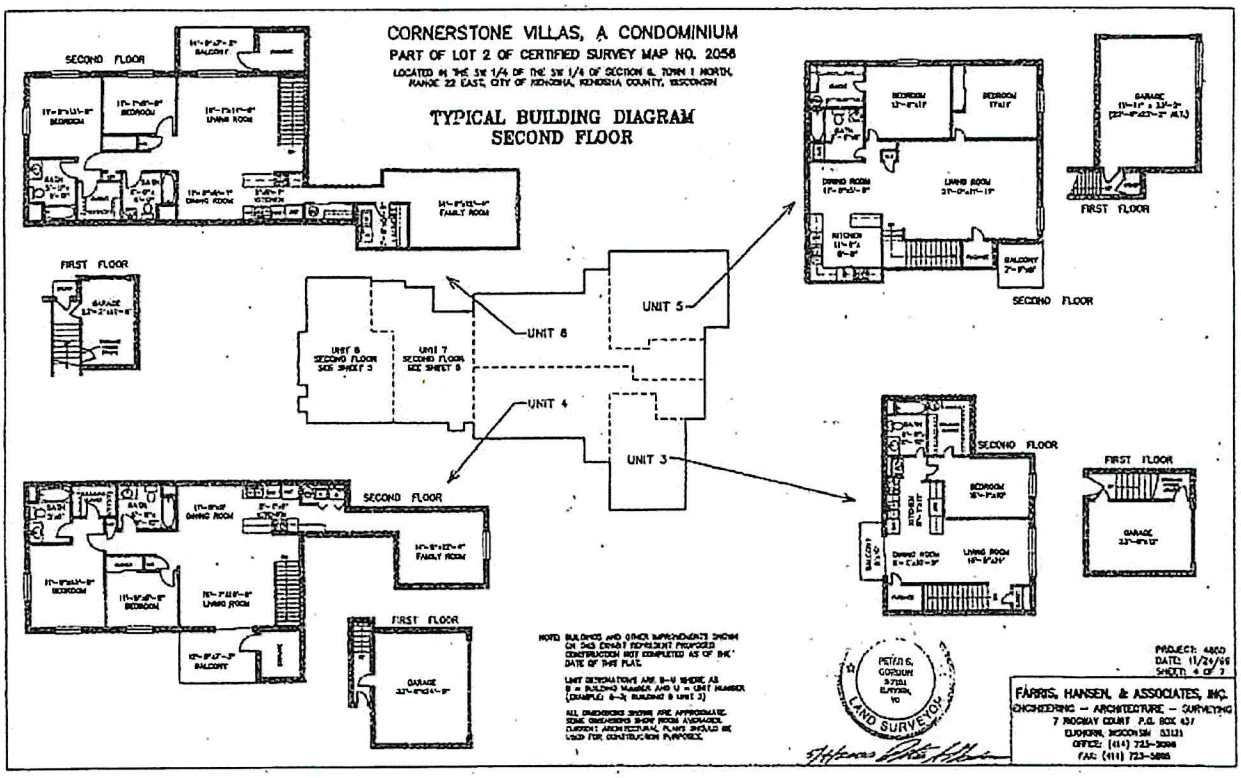


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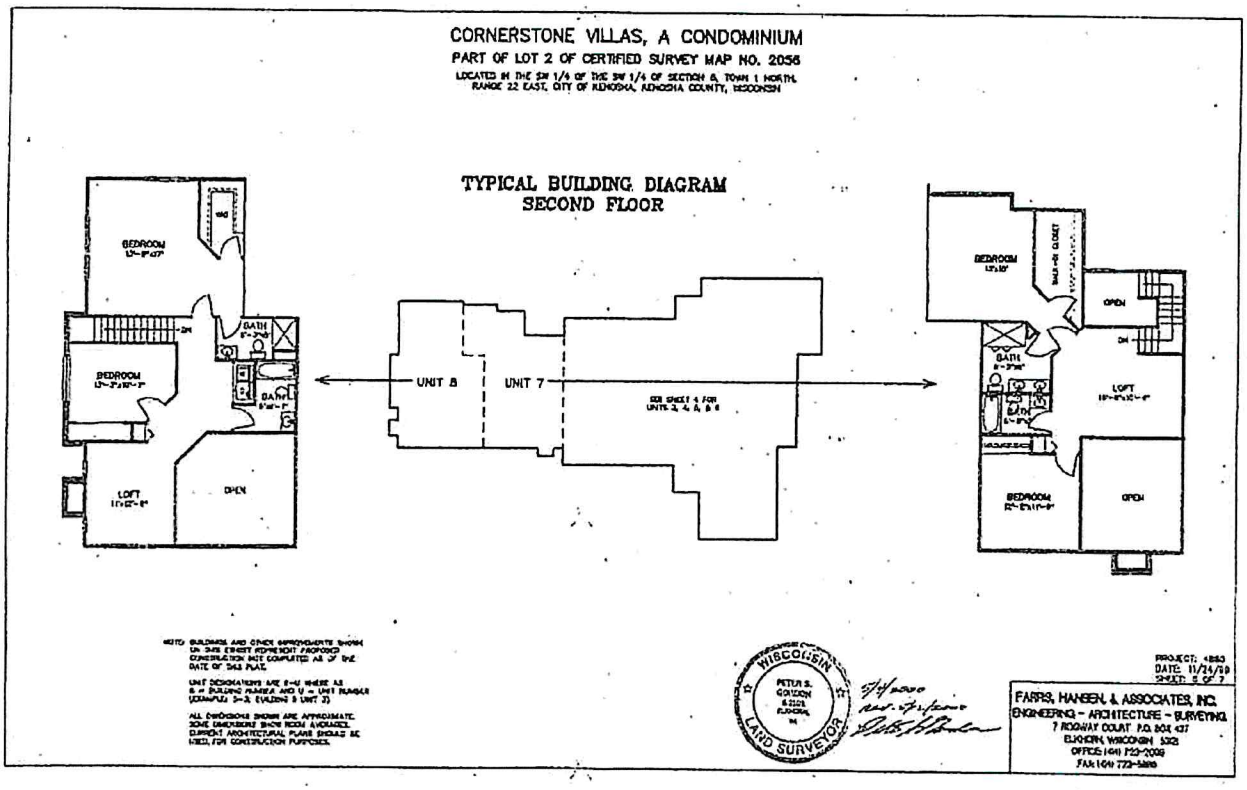


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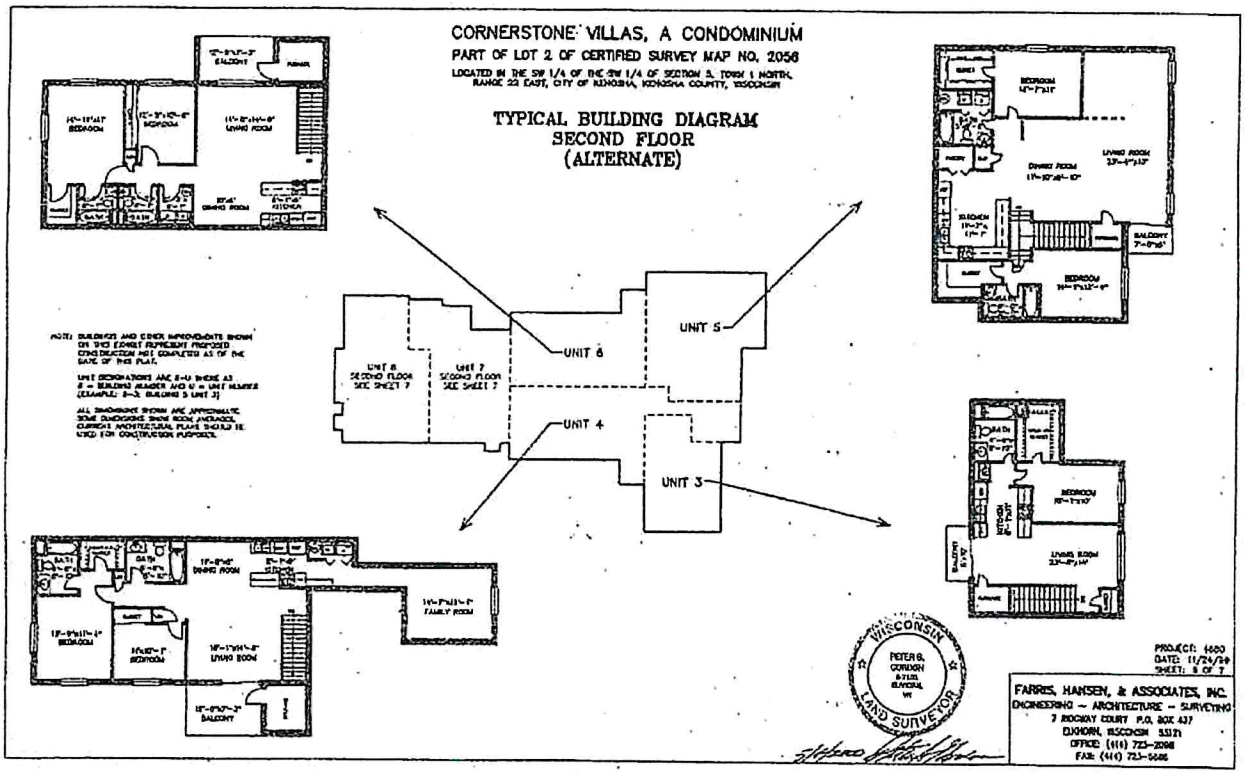


EXHIBIT A-Sheet 7

