

Declaration of Restrictions and Covenants  
Regarding Westlawn Gardens

Document Title

**Declaration of Restrictions and  
Covenants Regarding  
Westlawn Gardens**

**Drafted by:**

Thomas O. Gartner  
Michael Best & Friedrich, LLP, 100 E. Wisconsin Ave.,  
Suite 3300, Milwaukee, WI 53202

CAO 244206 (10-22-17)

Recording Area

Name and Return Address:

Thomas O. Gartner  
Michael Best & Friedrich, LLP,  
100 E. Wisconsin Ave., Suite  
3300, Milwaukee, WI 53202

Tax Key Numbers:

See **EXHIBIT A**

**THIS DECLARATION (“Declaration”):** is made as of \_\_\_\_\_, 2017; and is by and among: the Housing Authority of City of Milwaukee, a Wis. Stat. Ch. 66, Subch. XII public body corporate and politic (“**HACM**”); Victory Manor LLC, a Wisconsin limited liability company (“**VM**”); WG Scattered Sites LLC, a Wisconsin limited liability company (“**SS**”); Westlawn Renaissance LLC, a Wisconsin limited liability company (“**WR**”); and the Westlawn Gardens Property Owners’ Association Inc., a Wisconsin Chapter 181 non-stock, non-profit corporation (“**Association**”).

Collectively, HACM, Victory Manor, SS, WR, and Association are referenced herein as “**Declarant.**” The Consent Parties (defined below) join in signing this Declaration to evidence their approval.

**RECITALS**

A. **Westlawn Gardens.** HACM, VM, SS, WR and Association constitute those who own the real estate and improvements in Milwaukee, Wisconsin known as Westlawn Gardens (“**Westlawn Gardens**”), generally situated to the south of West Silver Spring Drive between North 60<sup>th</sup> Street and North 68<sup>th</sup> Street, and more particularly

depicted on the map (“**Map**”) attached as **EXHIBIT B**. The legal description of Westlawn Gardens is on **EXHIBIT C**.

HACM previously redeveloped the eastern portion of Westlawn Gardens (“**Westlawn Gardens - East**”) (east of N. 64<sup>th</sup> Street). HACM now wants to redevelop the western portion of Westlawn Gardens (“**Westlawn Gardens - West**”) (west of N. 64<sup>th</sup> Street).

Westlawn Gardens is subject to, more particularly described on, and comprised of, two subdivision plats and the following certified survey maps, to wit:

- The Westlawn East Subdivision Plat, recorded in the office of the Milwaukee County Register of Deeds (“**ROD**”) on May 2, 2011 as Document No. 09992900 (the “**East Plat**”)
- The Westlawn West Subdivision Plat recorded in the ROD on \_\_\_\_\_, 201\_ as Document No. \_\_\_\_\_ (the “**West Plat**”)
- Certified Survey Map 8895, recorded in the ROD on March 3, 2017 as Document No. 10653887 (the “**VM CSM**”) that depicts the area located at the northwest corner of Westlawn Gardens.
- Certified Survey Map 8892, recorded in the ROD on February 13, 2017 as Document No. 10648727 (the “**CSM 8892**”) that depicts an area located north of W. Custer Avenue in the east half of Westlawn Gardens.
- Certified Survey Map 8893, recorded in the ROD on February 13, 2017 as Document No. 10648728 (the “**CSM 8893**”) that also depicts an area located north of W. Custer Avenue in the east half of Westlawn Gardens.
- Certified Survey Map 8894, recorded in the ROD on February 13, 2017 as Document No. 10648729 (the “**CSM 8894**”) that depicts an area located north of W. Sheridan Avenue in the east half of Westlawn Gardens.

B. **Declarant.** Those comprising “Declarant” together constitute all the owners of all the real estate that comprises Westlawn Gardens (the “**Owners**”). Those having a mortgage or other interest in Westlawn Gardens with the right to review and approve easements and encumbrances are herein called the “**Consent Parties**” and are listed on the Owner Table attached as **EXHIBIT A**.

C. **Other Documents.**

1. HACM and City of Milwaukee (“**City**”) entered into an Out of Program Agreement, dated \_\_\_\_\_, 2017 (“**2017 OOPA**”) regarding redevelopment of **Westlawn Gardens – West**.

2. Association, HACM, City, VM, WR, and SS entered into a Storm Water Management Facility and Mews Maintenance and Easement Agreement, dated \_\_\_\_\_, 2017 (“**2017 Maintenance Easement**”).
3. The 2017 OOPA and the 2017 Maintenance Easement, among other things, further overall storm water management at Westlawn Gardens and two storm water management plans for Westlawn Gardens referred to herein and in the 2017 OOPA and 2017 Maintenance Easement as the “**SWM-1 Plan**” and the “**SWM-2 Plan**.”

## AGREEMENT

1. **Recitals; Westlawn Gardens Parcels and Owners are Subject to this Declaration.**  
The recitals above are accepted and agreed to. Declarant hereby declares that all of the real property in Westlawn Gardens (except ROW) shall be subject to the terms and conditions of this Declaration, which shall inure to the benefit of and be binding upon Declarant, all Owners and Association, and their respective heirs, personal representatives, successors, assigns, transferees, mortgagees, licensees, and lessees. This Declaration sets forth conditions, restrictions, covenants, and reservations running with the land, including without limitation each parcel within Westlawn Gardens and all Common Areas.
2. **Definitions.**
  - (a) “**Association**” is defined above.
  - (b) “**Articles**” means Association’s corporate articles, attached as **EXHIBIT D** (and as the same may be amended from time to time).
  - (c) “**Board**” means the persons appointed or elected in accordance with Association’s Bylaws to constitute Association’s Board of Directors.
  - (d) “**Bylaws**” means Association’s corporate bylaws, attached as **EXHIBIT E** (and as the same may be amended from time to time).
  - (e) “**Common Areas**” means the areas labeled as such on the **EXHIBIT B** Map. Common Areas include the Mews areas (also so labeled on the Map).
  - (f) “**Consent Parties**” means the persons and entities listed as such on the Owner Table attached as **EXHIBIT A**.
  - (g) “**Improvements**” means the physical installations and private infrastructure located in Common Areas from time to time.

- (h) “**Owner**” means the record title holder or land contract vendee for each Parcel.

Notwithstanding anything to the contrary contained herein, in the event that a condominium is declared on any portion of Westlawn Gardens, each unit owner within such condominium shall be deemed an Owner; provided, however, that each condominium association shall designate one person to vote all of the votes of the condominium as a whole hereunder, and Association shall be required to send notice of the assessments payable by the condominium as a whole hereunder to the condominium association, which assessments will be paid by the condominium association, which may then allocate such expense to the condominium unit owners in the same way it allocates other expenses to the condominium unit owners under its governing condominium documentation.

- (i) “**Officer**” means any Officer of Association, duly elected and appointed pursuant to the Bylaws.
- (j) “**Parcel**” means any individual lot or outlot within Westlawn Gardens (that is not ROW), and includes all Parcels depicted on the West Plat, the East Plat, the VM CSM, CSM 8892, CSM 8893, CSM 8894, and any other certified survey map or subdivision plat recorded from time to time, or otherwise established hereafter.
- (k) “**ROW**” means public right-of-way.

3. **Purpose.** The general purpose of this Declaration is to address management and maintenance of:

- all storm water management facilities at Westlawn Gardens (herein and defined in the 2017 OOPA and 2017 Maintenance Easement as “**SWM Facilities**”). The SWM Facilities are in “**SWM Easement Areas**<sup>1</sup>” per (and as defined in) the 2017 Maintenance Easement and in certain ROW areas at Westlawn Gardens. The intent is for the SWM Facilities and the SWM-1 Plan and SWM-2 Plan to provide overall storm water management for Westlawn Gardens.
- the mews areas of Westlawn Gardens (herein and in the 2017 OOPA and 2017 Maintenance Easement called the “**Mews**” and “**Mews areas**”).
- all Common Areas.

Providing the management and maintenance as set forth above, in turn, will help to assure that Westlawn Gardens will become and remain an attractive, safe and

---

<sup>1</sup> **SWM Easement Areas** have the same definition herein as in the 2017 Maintenance Easement.

healthy mixed use and residential area; to preserve and maintain aesthetics, as well as natural beauty and quality of Common Areas; and to otherwise secure mutual enjoyment of benefits for all Owners and the occupants of Parcels within Westlawn Gardens.

4. **Use of Common Areas and SWM Facilities.** Except as otherwise set forth in this Declaration, the Common Areas shall be landscaped and kept as open-space. The Common Areas shall not be used for any other purpose or activity, unless previously approved in writing by the Board, which approval may be granted or withheld in the Board's sole discretion. Any approval may be revoked by the Board at any time.

Notwithstanding the foregoing, the Mews areas are and remain subject to the public easement created by the 2017 Maintenance Easement.

The SWM Facilities shall be used for storm water management associated with Westlawn Gardens (including Parcels and ROW).

5. **Association Maintenance and Repair.** Association is responsible for:
  - compliance with Milwaukee Code of Ordinances, "MCO," Ch. 120 regarding Westlawn Gardens (including certification and recertification as required by MCO Ch. 120)
  - compliance with the SWM-1 Plan, the SWM-2 Plan, and the 2017 Maintenance Easement
  - inspection, maintenance, repair, and replacement, as necessary, of all SWM Facilities shown on EXHIBIT E to the 2017 Maintenance Easement as being Association's responsibility to maintain, and of all Improvements<sup>2</sup>, Common Areas, and landscaping in Common Areas, so that same are in good condition and repair and neat and attractive in appearance.

Association shall conduct such duties at its expense in a good and workmanlike manner and in accordance with: applicable federal, state and local law; and requisite governmental permits and approvals.

6. **Association Improvements in Common Areas.** Association has the right, subject to the 2017 Maintenance Easement, to construct and install Improvements in the Common Areas as it deems necessary and appropriate (subject to requisite governmental permits and approvals and applicable law), including without

---

<sup>2</sup> City maintains streetlights within the Mews areas per the 2017 Maintenance Easement. **EXHIBIT E** to the 2017 Maintenance Easement reflects ownership of SWM Facilities, with Association owning **A-SWM Facilities** and City owning **C-SWM Facilities**. **EXHIBIT E** to the 2017 Maintenance Easement also reflects maintenance duties associated with the SWM Facilities.

limitation, signs, monuments and structures. Any such Improvements constructed by Association on any Common Areas shall be maintained, repaired and replaced by Association.

No Owner and no other person or entity, other than Association, shall: construct or install any Improvements in Common Areas; or store or leave any personal property of any kind whatsoever in Common Areas at any time.

7. **Association Inspections.** Association shall periodically inspect to ensure proper functioning and repair of all Common Areas, Improvements and SWM Facilities concerning which Association has the duty to maintain.
8. **Assessments and Owner Acknowledgment.** Association's costs and expenses of inspection, maintenance, repair and replacement of the Improvements, landscaping in Common Areas, and SWM Facilities shall be levied by Association against all Parcels (except Parcels owned by Association itself) per assessments (as set forth below). Owners agree to pay for such assessments as set forth below.
9. **Rules and Regulations.** Association has the right, subject and subordinate to the 2017 Maintenance Easement, to establish rules and regulations for use of the Common Areas. Owners shall abide by the rules and regulations so established.
10. **Non-Interference.** Owners **(i)** shall not without Association's prior written consent (not to be unreasonably withheld, conditioned or delayed), construct new facilities or Improvements within or make alterations or additions to the Common Areas or Improvements or SWM Facilities, **(ii)** shall not interfere with or adversely affect other Owners' rights in and to the Common Areas or Improvements, **(iii)** shall not interfere with the public's rights in and to Mews areas, **(iv)** shall not interfere with the rights and duties under the 2017 Maintenance Easement, and **(v)** shall not interfere with SWM Facilities.

No Owner shall construct, or permit the construction of any improvements or structures upon, under, across, over, or through any SWM Easement Areas, or alter SWM Easement Areas or SWM Facilities, or alter grade of SWM Easement Areas or take other action in any manner that would adversely affect or impair the SWM Facilities, the SWM-1 Plan or SWM-2 Plan, or storm water management, drainage or water flow at Westlawn Gardens.

11. **Owner Maintenance.** Each Owner shall be responsible for the routine maintenance, mowing, and landscaping of the portion of each respective Owner's Parcel that lies within SWM Easement Areas.
12. **Association Membership & New Owners.** There shall be one membership in Association for each Parcel, with each membership being appurtenant to each Parcel. That per-Parcel membership shall be owned jointly and severally by all co-Owners of the Parcel, regardless of the form of tenancy, estate, or interest in the Parcel.

Membership in Association is mandatory and cannot be severed from any Parcel. Notwithstanding the above, Parcels owned by Association do not have an appurtenant Association membership right, it being the intent that Association itself is not a member of itself.

13. **Common Expenses and Assessments Against Parcels and Parcel Owners.**

- A. Association shall pay all costs, expenses and liabilities incurred by Association. The Board may, at any time, levy assessments against each Parcel as provided herein and Parcel owners shall pay to Association assessments duly levied. Parcels owned by Association, however, are exempt from assessment by the Board.
- B. **“Special Assessments”** may be made and levied by the Board against a particular Parcel without levying against other Parcels, for:
- (1) Costs and expenses (anticipated or incurred) for cleanup or repair of damage to Common Areas, SWM Easement Areas, SWM Facilities, or Improvements caused by or at the direction of such Parcel’s Owner;
  - (2) Costs, expenses and actual attorney fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce this Declaration against any Owner or such Owner’s Parcel;
  - (3) Interest due on General or Special Assessments;
  - (4) All other costs and expenses anticipated or incurred by Association, which are subject to Special Assessments as provided under this Declaration.
- C. **“General Assessments”** may be made and levied by the Board against each Parcel for the following “common expenses” which may be anticipated, incurred or paid by Association for:
- (1) Maintenance, repairs, upkeep, replacements, management, inspection and operation of the Common Areas, Improvements, SWM Facilities for which Association is responsible under the 2017 Maintenance Easement, and any property of Association (including Mews and outlot Parcels owned by Association);
  - (2) Any insurance maintained by Association;
  - (3) Taxes, assessments and charges of any kind made or levied by any governmental authority against Association or upon any property of Association;

- (4) All costs and expenses for the operation and administration of Association, including legal, accounting and management fees and other costs incident to the exercise of any of Association's powers or obligations;
- (5) Costs and expenses for additional Improvements to Common Areas made by Association;
- (6) All items subject to Special Assessment which have not been collected from an Owner at the time payment of such item is due, provided that upon collection of the Special Assessment from that Owner, all other Owners shall receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the Board may determine, for payments made by the Owners under this paragraph;
- (7) All damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) that are not otherwise collected by Special Assessment;
- (8) Costs and expenses of services, if any, made available to all Parcels and/or for any Common Areas, Mews, Improvements, or SWM Facilities;
- (9) Costs and expenses of the compliance by Association with the 2017 Maintenance Easement, MCO Ch. 120, the SWM-1 Plan, and the SWM-2 Plan;
- (10) All claims made against and paid by Association; and
- (11) All other costs and expenses declared by the Board to be common expenses under this Declaration.

**D. Allocation of General Assessments.** The total amount of the General Assessments for all common expenses shall be levied against each Parcel (except Parcels owned by Association itself) and allocated as set forth on **EXHIBIT F**.

In the event an Owner is an owner of a unit within a condominium, Association shall treat the condominium as a whole and separate Parcel. The condominium association shall be notified of and shall be obligated to pay such total Assessment, and the condominium association may then allocate to each condominium unit owner that Assessment in the same manner as other condominium expenses are allocated based upon the condominium's governing documentation, and each owner of a unit shall be responsible for paying its share of such allocation to the condominium association, and the condominium association shall in turn pay Association. If the condominium association itself



fails to pay Association, any owner of a condominium unit may obtain release of its unit from any lien rights under this Declaration by paying directly to Association that condo owner's *pro rata* share of the amount levied upon the condominium Parcel.

- E. **Association Records of Assessments and Owners.** Association shall maintain separate books and records for General and Special Assessment accounts of all Owners, as may be necessary, provided that all funds received from either assessment may be commingled and thereafter disbursed to pay costs or expenses incurred by Association which would be subject to General or Special Assessment.

Association shall maintain records of Owners of Parcels.

- F. **Annual Budget and Annual General Assessments.** The Board shall determine Association's estimated expenses and prepare an annual operating budget in order to determine the amount of the annual General Assessments necessary to meet Association's estimated common expenses for the ensuing year, and shall furnish a copy of that annual budget to each Owner (or at least to one of the co-Owners of the Parcel). At the end of each year, if the annual General Assessment is not sufficient to pay Association's actual expenses, Association shall notify the Owners of the additional amount due and payable from each Owner for the year. If the amount of the General Assessment is greater than Association's actual expenses, then the excess shall be held by Association in its general account to pay for unanticipated future costs and expenses of Association.

G. **Payment of Assessments.**

- (1) Each Owner shall promptly pay, when due, all General and Special Assessments levied by the Board against such Owner and such Owner's Parcel, together with all costs, expenses and reasonable attorney fees incurred by Association in collection of any delinquent assessment(s). All assessments shall become due and payable as the Board may determine appropriate (in a lump sum or in installments with or without interest). Time is of the essence with respect to all payments.
- (2) All Co-Owners of a Parcel are jointly and severally liable for all General and Special Assessments levied against the Parcel, regardless of the type of tenancy, estate or interest in the Parcel (whether as joint tenants, tenants-in-common, land contract purchaser(s) or seller(s), or otherwise).
- (3) The amount of General Assessments, as well as the due date for payment thereof may be adjusted from time to time as determined by the Board.

H. **Delinquent Assessments; Interest; Liens; Collection.**

- (1) A late fee of \$25 shall be assessed against each Owner and such Owner's Parcel for each month or part of a month such Owner shall be delinquent in the payment of any Assessment. All General and Special Assessments not paid when due shall bear interest at 6% per annum until the assessment is paid in full; shall constitute a lien on the Parcel; and shall be collectible and enforceable by Association by suit against the Owner, by foreclosure of the lien, and/or in any other manner or method provided under this Declaration or at law or in equity. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorney's fees.
- (2) Association has the exclusive right and power to collect and enforce collection of all General and Special Assessments levied by the Board and shall further have the exclusive right to bring any and all actions and proceedings for the collection thereof and/or the enforcement of liens arising therefrom. Association may bring an action at law or in equity against any Owner personally to collect such assessments and/or to foreclose the lien for such assessments against the Parcel (in the same manner and method as an action to foreclose a real estate mortgage). Association has the right at any time to notify all Owners of the delinquency of any Owner.
- (3) Each Owner shall be personally, jointly and severally liable for the payment of any assessment levied against such Owner's Parcel and for any amounts owed by such Owner pursuant to this Declaration.

14. **Owner's Lack of Authority to Bind Association.** No Owner (other than the Officers of Association and Association's Board and Board members) has any authority to act for Association, or to bind Association to Association contracts, negotiable instruments or other obligations or undertakings.

15. **Service of Process.** Service of process upon Association shall be upon Association's Registered Agent, or as otherwise provided in the Wisconsin Statutes.

16. **Enforcement of Declaration.** Any Declarant or Owner has the right to enforce, by proceedings at law or in equity, this Declaration.

Any Declarant or Owner may proceed, to enforce this Declaration, and/or Association Rules and Regulations (other than for collection of assessments against Owners of other Parcels) if Association fails to take such action within 120 days following a written request by that enforcer for Association to do so. Any Owner violating any of the terms, conditions or provisions of this Declaration or any Rules or Regulations shall pay all costs, expenses and actual attorneys' fees incurred by Association or by such a prosecuting enforcer.

Each remedy in this Declaration and/or in the Rules or Regulations shall be in addition to all other rights and remedies available at law and/or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forbearance or failure of Association to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Board.

Association has the right to enforce Association Rules and Regulations.

17. **Cooperation Regarding Utility Easements in Common Areas.** Respective Owners and Consent Parties agree to cooperate regarding the granting of easements to City and/or to any public or private utility company upon, over, through and across Common Areas, Mews, and Parcels to allow City or a utility company to furnish gas, electric, water, sewer, cable television or other utility service to any Parcel.
18. **Amendment.** This Declaration may be amended by recording in the ROD a document to that effect executed by the Owners of at least 75% of all Parcels in Westlawn Gardens, and their respective mortgagees, with all signatures duly notarized.

*City must be a signatory to any amendment to this Declaration that would affect Association's or City's rights and duties under the 2017 Maintenance Easement or the 2017 OOPA and to any attempted termination of this Declaration because this Declaration provides important provisions regarding Common Areas, Mews, and SWM Facilities serving the entirety of Westlawn Gardens, including storm water management serving ROW. Any such City-signed amendment or termination shall only become effective upon recording with the ROD.*

19. **Declaration Controls Association Bylaws.** In the event of conflict between the Bylaws and this Declaration, this Declaration shall control.
20. **Runs with Land; Binding on Owners; Future Owners.** This Declaration runs with the land, and encumbers all the Parcels. It is binding on all parties. It inures to the benefit of all Owners.
21. **Assignment.** Association may not assign its rights, duties, obligations or interests, herein without all Owners' prior written consent and without City's prior written consent.
22. **Enforcement.** This Declaration may be enforced at law and in equity, with the non-breaching party or parties entitled to injunctive relief and/or monetary damages.

23. **Governing Law.** This Declaration is governed by Wisconsin law.
24. **Drafter-Doctrine Not Applicable; Headings.** The contract-interpretation doctrine of “construing against the drafter” shall not apply to interpretation of this Declaration. Headings are for convenience only.
25. **Open Records.** This Declaration is, and records kept or maintained hereunder or as a result hereof may be, subject to Wisconsin Open Records Law, Wis. Stat. Chapter 19 and the parties hereto and their respective successors and assigns shall cooperate with governmental bodies regarding duties under such law, including providing copies of records required to comply with such law.
26. **Notice.** Notices required or desired to be given with respect to this Declaration shall be in writing, addressed to the respective party as per the contact information below, and shall be (i) delivered personally, (ii) sent by United States mail, postage prepaid, or (iii) sent by email provided no error or inability to send message is generated in response. Contact information may be changed by providing notice to all parties per this “notice” section. Notices to any party shall be also sent to all Owners listed in Owners Table (or their respective successors as the case may be) and to City.

<p><b>If to HACM:</b></p> <p>Executive Director  Housing Authority of the City of  Milwaukee  809 N. Broadway, 3<sup>rd</sup> Floor  Milwaukee, WI 53202</p> <p>Phone: 414-286-5824  Email: tony.perez@hacm.org</p> <p>With copy to:</p> <p>Danielle M. Bergner  Michael Best &amp; Friedrich LLP  100 E. Wisconsin Ave., Suite 3300  Milwaukee, WI 53202  Phone: 414-270-2735  Email: dmbergner@michaelbest.com</p>	<p><b>If to Association:</b></p> <p>President  Westlawn Gardens Property Owners’  Association Inc.</p> <p>_____</p> <p>Milwaukee, WI _____</p> <p>Phone: __  Email: __</p> <p>With copy to:</p> <p>Danielle M. Bergner  Michael Best &amp; Friedrich LLP  100 E. Wisconsin Ave., Suite 3300  Milwaukee, WI 53202  Phone: 414-270-2735  Email: dmbergner@michaelbest.com</p>
--	---

<p><b>If to City:</b></p> <p>DPW Commissioner  City of Milwaukee  841 N. Broadway, 5<sup>th</sup> Floor  Milwaukee, WI 53202  Phone: 414-286-3301  Email: gkorba@milwaukee.gov</p> <p>With copy to:</p> <p>Gregg Hagopian  City Attorney's Office  841 N. Broadway, 7<sup>th</sup> Floor  Milwaukee, WI 53202  Phone: 414-286-2620  Email: ghagop@milwaukee.gov</p>	<p><b>If to VM, SS or WR:</b></p> <p>To that entity in care of HACM per HACM's notice/contact information.</p>
---	--

27. **Counterparts.** This Declaration may be signed in counterparts. Facsimile or email signatures shall be accepted as originals. If required for recording purposes, original signatures shall be supplied.
28. **ROD Recording.** This Declaration shall be recorded in the ROD against title at HACM expense.
29. **Digger's Hotline.** Association shall be a member of Digger's Hotline for marking and notice purposes at Westlawn Gardens for SWM Facilities.

IN WITNESS WHEREOF, the parties sign and enter this document as of the date first written above.

<p><b>HACM: HOUSING AUTHORITY OF THE CITY OF MILWAUKEE</b></p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>HACM Board Resolution _____, adopted on _____, 2017.</p> <p><b>HACM AUTHENTICATION</b></p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the HACM representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____ Thomas O. Gartner State Bar No. 1003072 Date: _____</p>	<p><b>ASSOCIATION: WESTLAWN GARDENS PROPERTY OWNERS' ASSOCIATION INC.</b></p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Association Board Consent Resolution, adopted on _____, 2017.</p> <p><b>ASSOCIATION AUTHENTICATION</b></p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of Association representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____ Thomas O. Gartner State Bar No. 1003072 Date: _____</p>
<p><b>VM: VICTORY MANOR LLC</b></p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p><b>VM AUTHENTICATION</b></p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the VM representative above per Wis. Stat. 706.06 so</p>	<p><b>SS: WG SCATTERED SITES LLC</b></p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p><b>SS AUTHENTICATION</b></p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the SS representative above per Wis. Stat. 706.06 so</p>

<p>this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____  Thomas O. Gartner  State Bar No. 1003072  Date: _____</p>	<p>this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____  Thomas O. Gartner  State Bar No. 1003072  Date: _____</p>
<p><b>WR: WESTLAWN RENAISSANCE LLC</b></p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p><b>WR AUTHENTICATION</b></p> <p>The undersigned, as a member in good standing of the State Bar of Wisconsin, hereby authenticates the signature of the WR representative above per Wis. Stat. 706.06 so this document may be recorded per Wis. Stat. 706.05 (2)(b).</p> <p>By: _____  Thomas O. Gartner  State Bar No. 1003072  Date: _____</p>	<p>See City of Milwaukee Common Council Resolution File Number 171022.</p>

**JOINDER BY CONSENT PARTIES**

1. **Consent Parties Agree.** Consent Parties that have interests and approval rights recorded in the ROD against respective Parcels within Westlawn Gardens hereby join in the signing of this Declaration to evidence their consent and agree to it, and are bound by it.
  
2. **MPS; Browning School.** The Milwaukee Board of School Directors (“MPS Board”), as a ground lease tenant of the parcel at \_\_\_\_\_, under Ground Lease Agreement dated as of August 1, 2003, evidence of which was recorded at the ROD as Document No. \_\_\_\_\_, hereby also joins in the signing of this Declaration to acknowledge, consent and agree to it, and to be bound by it. For so long as the MPS Board is tenant under said Ground Lease, the MPS Board agrees to pay to Association the dues required by this document instead of HACM (the owner of the parcel ground leased to the MPS Board). Notwithstanding that certain 2017 Agreement between HACM and the MPS Board that allowed HACM to install SWM Facilities under the playground at Browning School and that contemplated HACM being responsible for maintenance of those SWM Facilities, the MPS Board and HACM understand that Association has responsibility to maintain SWM Facilities under this Declaration and under the 2017 Maintenance Easement and that HACM is relieved of those duties under the aforementioned 2017 Agreement between HACM and the MPS Board.

ADD SIGNATURE LINES AS NECESSARY FOR CONSENT PARTIES PER EX. A.

<p><b>MPS Board: Board of Directors of the Milwaukee Public Schools</b></p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Email: _____</p> <p>Phone: _____</p>	<p><b>Consent Party or other party with approval Rights: _____</b></p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Email: _____</p> <p>Phone: _____</p>
--	---



**MPS NOTARY**

State of Wisconsin )  
 )ss.  
Milwaukee County)

Personally came before me on \_\_\_\_\_, 20\_\_,  
the above named person on behalf of the MPS  
Board to me known to be such person who  
signed this document in the capacity shown  
and acknowledged that he/she signed in such  
capacity.

Notary signature: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

[NOTARY SEAL]

**CONSENT PARTY NOTARY**

State of Wisconsin )  
 )ss.  
Milwaukee County)

Personally came before me on \_\_\_\_\_,  
20\_\_, the above named person on behalf of  
the above named Consent Party to me known  
to be such person who signed this document  
in the capacity shown and acknowledged that  
he/she signed in such capacity.

Notary signature: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My commission: \_\_\_\_\_

[NOTARY SEAL]