

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

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 December 1, 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 and WR constitute the entities that 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 60th Street and North 68th 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. 64th Street). HACM now wants to redevelop the western portion of Westlawn Gardens (“**Westlawn Gardens - West**”) (west of N. 64th 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 subdivision known as Westlawn East, recorded in the office of the Milwaukee County Register of Deeds (“**ROD**”) on May 2, 2011 as Document No. 09992900 (the “**East Plat**”)
- The subdivision known as Westlawn West, recorded in the ROD on December 8, 2017 as Document No. 10735796, and corrected by an Affidavit of Corrected recorded with the ROD as Document No. 10782017 (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, together with the vacated public service drive north of and adjacent to the VM CSM
- 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”, with the exception of the Association, 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 as of December 1, 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 Common Area Maintenance and Easement Agreement, dated as of December 1, 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 while ROW status exists) 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.
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 and described in more detail in the 2017 Maintenance Agreement.

- (f) “**Commissioner**” means the Commissioner of the City of Milwaukee’s Department of Public Works.
- (g) “**Consent Parties**” means the persons and entities listed as such on the Owner Table attached as **EXHIBIT A**.
- (h) “**Exempt ROW**” means outlot 1 Block 7 in the West Plat, the ROW dedicated to City by the West Plat which is the green space in the tear drop shaped alley in Block 6 and the ROW dedicated to City for pedestrian way purposes in the East Plat that is between 6001 W. Custer Avenue and 6303 W. Custer Avenue. (this area abuts Lot 3 in Block 8 in the East Plat).
- (i) “**Improvements**” means the physical installations and private infrastructure located in Common Areas from time to time, other than C-SWM Facilities as described in the 2017 Maintenance Agreement and City owned sewer mains, water mains, catch basins, laterals and street lights.
- (j) “**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.

- (k) “**Officer**” means any Officer of Association, duly elected and appointed pursuant to the Bylaws.
- (l) “**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. ROW is not a Parcel as used herein.
- (m) “**Private Common Areas**” means those Common Areas which are not ROW.
- (n) “**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**”¹ 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.
- all Improvements and 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 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, and subject to some of the Common Areas having been dedicated as ROW and subject to some of the Common Areas having become pedestrian Mall, the Private 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. However, any Board approval or right regarding Common Areas is subservient, and subject to status that any of the Common Areas have as ROW and as pedestrian mall. Notwithstanding the foregoing and the fact that ROW areas generally are under the complete control of City; Exempt ROW areas may be programed and used by Association and Board and subjected to rules and regulations governing usage adopted by the Board from time to time in the same manner as Private Common Areas without Commissioner’s formal approval. Association and Board shall provide notice to the Commissioner from time to time describing programming and uses of the Exempt ROW Areas as well as copies of any rules and regulations applicable to Exempt ROW Areas.

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:

¹ **SWM Easement Areas** have the same definition herein as in the 2017 Maintenance Easement.

- 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, 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 and to some of the Common Areas being pedestrian mall and ROW, 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 and to ROW and pedestrian mall status), including without limitation, signs, monuments and structures as may be approved by the Commissioner (not to be unreasonably withheld, conditioned or delayed). 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; provided, however that the foregoing does not limit City rights associated with any Common Areas that have ROW and/or pedestrian mall status.

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 Improvements, landscaping in Common Areas, and A-SWM Facilities shall be levied by Association against all Parcels 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, and to rights of City due to any Common Areas that

have ROW and/or pedestrian mall status, to establish rules and regulations for use of the Common Areas. Owners shall abide by the rules and regulations so established, and to city imposed regulations and restrictions. All regulations so established shall comply with all applicable HUD program rules and regulations, as well as the Fair Housing Act.

10. **Non-Interference.** Owners (i) shall not without Association's and the Commissioner's respective 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 to SWM Facilities, (ii) shall not interfere with or adversely affect other Owners' or City's rights in and to the Common Areas or Improvements, (iii) shall not interfere with the rights and duties under the 2017 Maintenance Easement, and (iv) 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 the 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, except Lot 1 Block 3, Lot 5 Block 3 and Lot 2 Block 2 in the East Plat, 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.

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 in the percentages set forth on **Exhibit A** against each Parcel, except Lot 1 Block 3, Lot 5 Block 3 and Lot 2 Block 2 in the East Plat, as provided herein and Parcel owners shall pay to Association assessments duly levied. Parcels owned by Association, if any, are exempt from assessment by the Board.
- B. "Special Assessments" may be made and levied by the Board against a particular Parcel, except Lot 1 Block 3, Lot 5 Block 3 and Lot 2 Block 2 in the East Plat, 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, in the percentages set forth on **Exhibit A**, against each Parcel, except Lot 1 Block 3, Lot 5 Block 3 and Lot 2 Block 2 in the East Plat, 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 hereunder or under the 2017 Maintenance Easement, and any property to be maintained 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, 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, in the percentages set forth on **Exhibit A** against each Parcel (except, except Lot 1 Block 3, Lot 5 Block 3 and Lot 2 Block 2 in the East Plat as well as Parcels owned by the Association itself if any).

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 and shall update **Exhibit A** at least annually to reflect changes in ownership.

- 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 or the City 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, 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, and their respective mortgagees, with all signatures duly notarized.

City must be a signatory to any amendment to this Declaration that would affect ROW, 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, ROW, pedestrian mall 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. Any such assignment must be recorded with the ROD.
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>If to HACM:</p> <p>Secretary/Executive Director Housing Authority of the City of Milwaukee 809 N. Broadway, 3rd Floor Milwaukee, WI 53202</p> <p>Phone: 414-286-5824 Email: tony.perez@hacm.org</p> <p>With copy to:</p> <p>Thomas O. Gartner Michael Best & Friedrich LLP 100 E. Wisconsin Ave., Suite 3300 Milwaukee, WI 53202 Phone: 414-270-2716 Email: togartner@michaelbest.com</p>	<p>If to Association:</p> <p>Anissia Robertson, President Westlawn Gardens Property Owners’ Association Inc. 401 East Ogden Avenue Milwaukee, WI 53202 Phone: 414-286-8876 Email: anissia.robertson@hacm.org</p> <p>With copy to:</p> <p>Thomas O. Gartner Michael Best & Friedrich LLP 100 E. Wisconsin Ave., Suite 3300 Milwaukee, WI 53202 Phone: 414-270-2716 Email: togartner@michaelbest.com</p>
<p>If to City:</p> <p>DPW Commissioner City of Milwaukee 841 N. Broadway, 5th Floor Milwaukee, WI 53202 Phone: 414-286-3301 Email: gkorba@milwaukee.gov</p>	<p>If to VM, SS or WR:</p> <p>To that entity in care of HACM per HACM’s notice/contact information.</p>

<p>With copy to:</p> <p>Gregg Hagopian City Attorney's Office 841 N. Broadway, 7th Floor Milwaukee, WI 53202 Phone: 414-286-2620 Email: ghagop@milwaukee.gov</p>	
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27. **Supplemental Notice and Right to Cure.** Notwithstanding any provision in this Declaration to the contrary, all notices to Owners relating to any default or payment delinquency under this Declaration shall be given contemporaneously to the Consent Party, if any for the affected Parcel in writing and any grace period which may be provided to such Owner or Owners under this Declaration shall not be deemed to have commenced until the appropriate Consent Party shall also have received such notice. Consent Parties shall have the right, but not the obligation, to remedy or cure such default, or payment delinquency and in no event shall the right of a Consent Party to cure be construed as expanding the rights or remedies of any party upon the occurrence of a default or payment delinquency under this Declaration.
28. **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.
29. **ROD Recording.** This Declaration shall be recorded in the ROD against title at HACM expense.
30. **Digger's Hotline.** Association shall be a member of Digger's Hotline for marking and notice purposes at Westlawn Gardens for SWM Facilities.
31. **City is Third-Party Beneficiary.** City is a third-party beneficiary regarding this Declaration with enforcement rights hereunder. Nothing contained herein limits City's rights under applicable federal or state law, or under City charter or ordinance, including but not limited to, City's rights associated with ROW or pedestrian malls.

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

<p>HACM: HOUSING AUTHORITY OF THE CITY OF MILWAUKEE</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>HACM Board Resolution R-12925, adopted on December 8, 2017 and HACM Board Resolution R-12984, adopted August 8, 2018.</p> <p>HACM AUTHENTICATION</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>ASSOCIATION: WESTLAWN GARDENS PROPERTY OWNERS' ASSOCIATION INC.</p> <p>By: <u>Anissia Robertson</u> President</p> <p>Association Board Consent Resolution, adopted on _____, 2018.</p> <p>ASSOCIATION AUTHENTICATION</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>VM: VICTORY MANOR LLC</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>VM AUTHENTICATION</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 this document may be recorded per Wis. Stat.</p>	<p>SS: WG SCATTERED SITES LLC</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>SS AUTHENTICATION</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 this document may be recorded per Wis. Stat.</p>

<p>706.05 (2)(b).</p> <p>By: _____ Thomas O. Gartner State Bar No. 1003072 Date: _____</p>	<p>706.05 (2)(b).</p> <p>By: _____ Thomas O. Gartner State Bar No. 1003072 Date: _____</p>
<p>WR: WESTLAWN RENAISSANCE LLC</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>WR AUTHENTICATION 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>	

See City of Milwaukee Common Council Resolution File Number 171022 and 180572.

JOINDER BY LESSEES AND 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.** Milwaukee Board of School Directors (“MPS”), as a ground lease tenant of the southerly portion of the parcel at 5440 N. 64th Street, under Ground Lease Agreement dated as of August 1, 2003, hereby also joins in the signing of this 2017 Maintenance Easement to acknowledge its consent and to agree to be bound by it. MPS is not a member of the Association and is not subject to assessments or other payments levied by Association.

3. **Silver Spring Neighborhood Center.** The Silver Spring Neighborhood Center (“SSNC”) is a tenant of the Northerly portion of the Parcel at 5440 N. 64th Street under a lease agreement dated as of October 1, 2008, hereby also joins in the signing of this 2017 Maintenance Agreement to acknowledge its consent and to agree to be bound by it. SSNC is not a member of the Association and is not subject to assessments or other payments levied by Association.

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

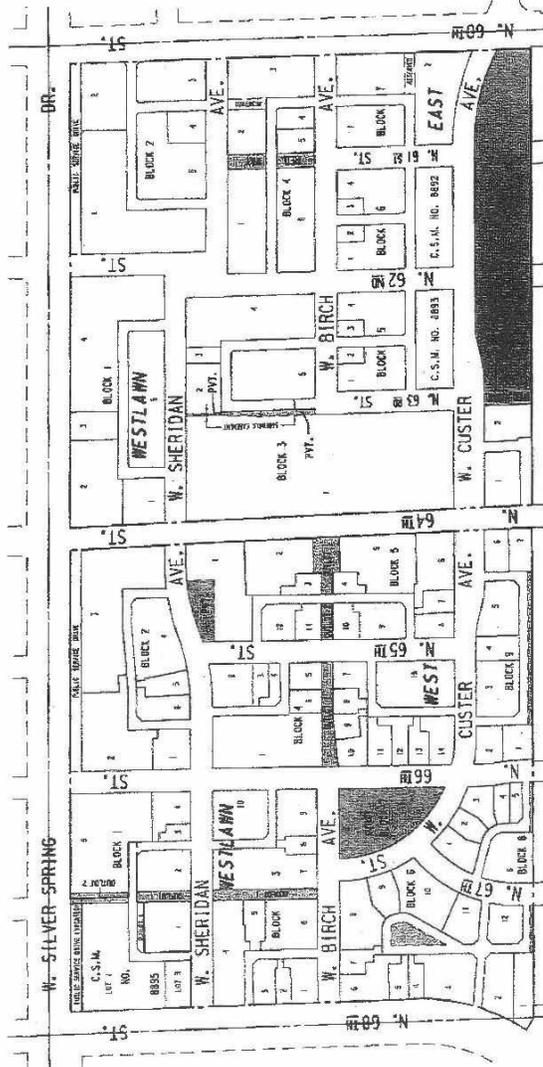
<p>MPS Board: Board of Directors of the Milwaukee Public Schools</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Email: _____</p> <p>Phone: _____</p>	<p>MPS NOTARY</p> <p>State of Wisconsin))ss. Milwaukee County)</p> <p>Personally came before me on _____, 20__, the above named 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.</p> <p>Notary signature: _____ Notary Public, State of Wisconsin My commission: _____</p> <p>[NOTARY SEAL]</p>
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<p>SILVER SPRING NEIGHBORHOOD CENTER, INC.</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Email: _____</p> <p>Phone: _____</p>	<p>SSNC NOTARY State of Wisconsin))ss. Milwaukee County)</p> <p>Personally came before me on _____, 20__, the above named person on behalf of the Silver Spring Neighborhood Center, Inc. to me known to be such person who signed this document in the capacity shown and acknowledged that he/she signed in such capacity.</p> <p>Notary signature: _____ Notary Public, State of Wisconsin My commission: _____ [NOTARY SEAL]</p>
<p>Consent Party or other party with approval Rights: _____</p> <p>By: _____</p> <p>Name Printed: _____</p> <p>Title: _____</p> <p>Email: _____</p> <p>Phone: _____</p>	<p>CONSENT PARTY NOTARY State of Wisconsin))ss. Milwaukee County)</p> <p>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.</p> <p>Notary signature: _____ Notary Public, State of Wisconsin My commission: _____ [NOTARY SEAL]</p>

EXHIBIT A – OWNER TABLE

(Include owners, consent parties, addresses, key numbers, and allocation of association
general assessments)

EXHIBIT B - MAP DEPICTING WESTLAWN GARDENS
 (Subdivision known as Westlawn West + Subdivision known as Westlawn East)



COMMON AREAS
 ALL COMMON AREAS ARE
 PUBLIC RIGHT-OF-WAY EXCEPT
 THOSE DESIGNATED BY "PVT."

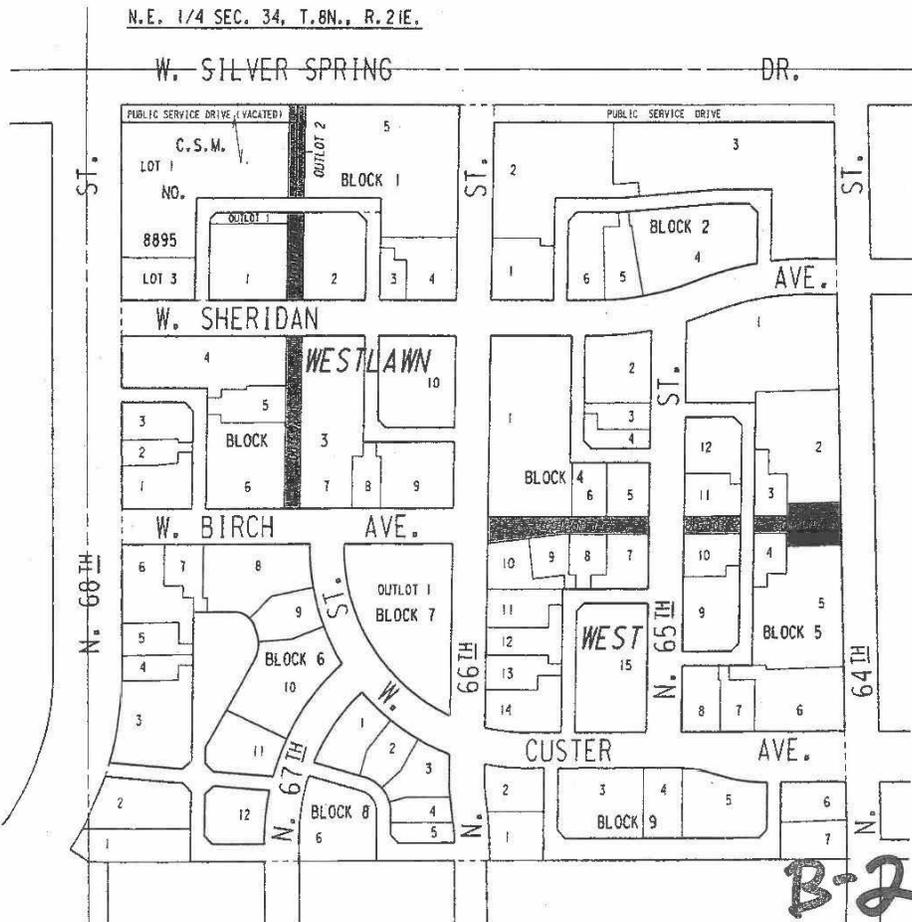


INFRASTRUCTURE SERVICES DIVISION
 MILWAUKEE, WISCONSIN

APPROVED BY: *[Signature]*
 DATE: AUGUST 15, 2018
 CENTRAL DRAFTING & RECORDS MANAGER
 CIVIL ENGINEER

B-1

EXHIBIT B




 PUBLIC RIGHT-OF-WAY
 TO BE CLASSIFIED AS
 PUBLIC PEDESTRIAN MALL

INFRASTRUCTURE SERVICES DIVISION
 MILWAUKEE, WISCONSIN

APPROVED BY:

DATE: AUGUST 13, 2018


 CENTRAL DRAFTING & RECORDS MANAGER

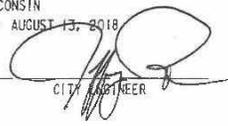
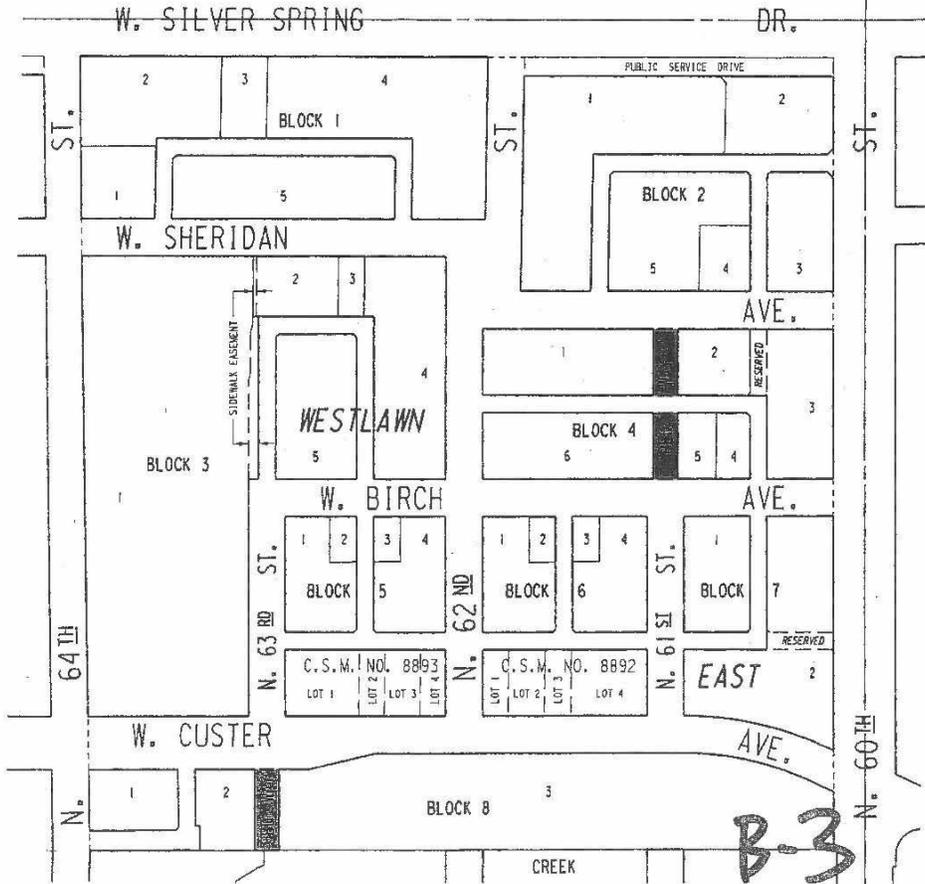

 CITY ENGINEER

EXHIBIT B

N.E. 1/4 SEC. 34, T.8N., R.21E.



 PUBLIC RIGHT-OF-WAY
TO BE CLASSIFIED AS
PUBLIC PEDESTRIAN MALL

INFRASTRUCTURE SERVICES DIVISION

MILWAUKEE, WISCONSIN

APPROVED BY:

DATE: AUGUST 13, 2018

[Signature]
CENTRAL DRAFTING & RECORDS MANAGER

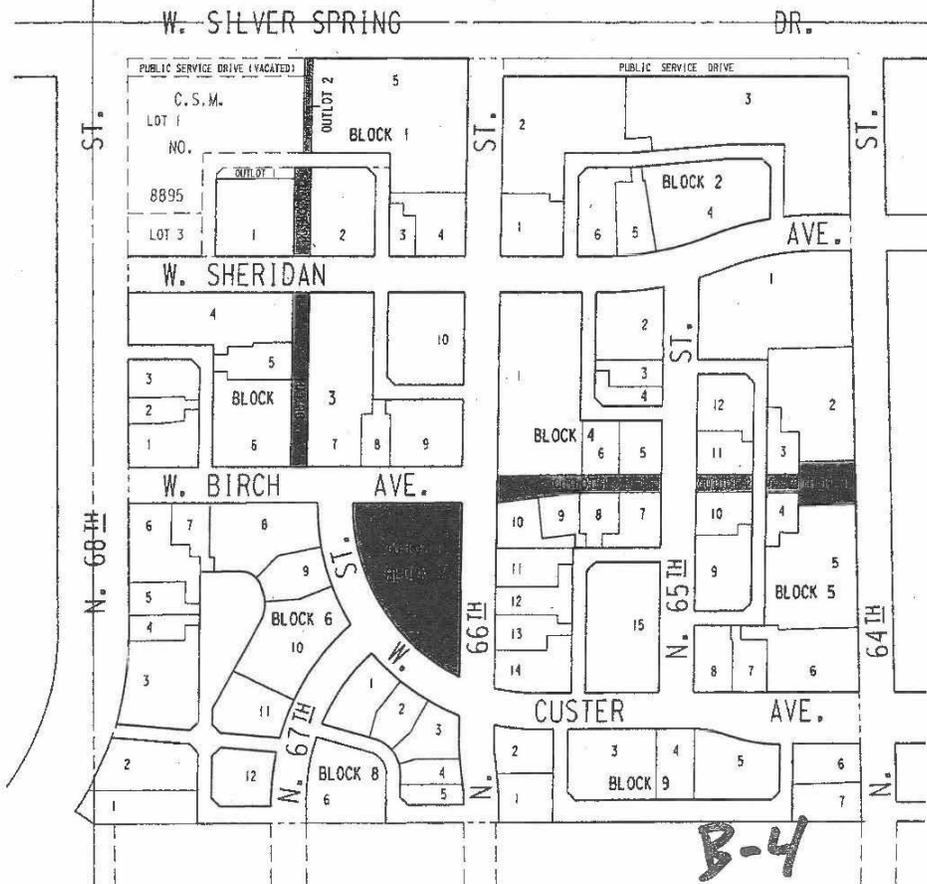
[Signature]
CITY ENGINEER

EXHIBIT B

WESTLAWN WEST

RECORDED DECEMBER 8, 2017; DOC. NO. 10735796

N.E. 1/4 SEC. 34, T.8N., R.21E.



 OUTLOTS TO BE DEDICATED FOR PUBLIC RIGHT-OF-WAY PURPOSES

INFRASTRUCTURE SERVICES DIVISION

MILWAUKEE, WISCONSIN

APPROVED BY:

DATE: AUGUST 13, 2018


CENTRAL DRAFTING & RECORDS MANAGER

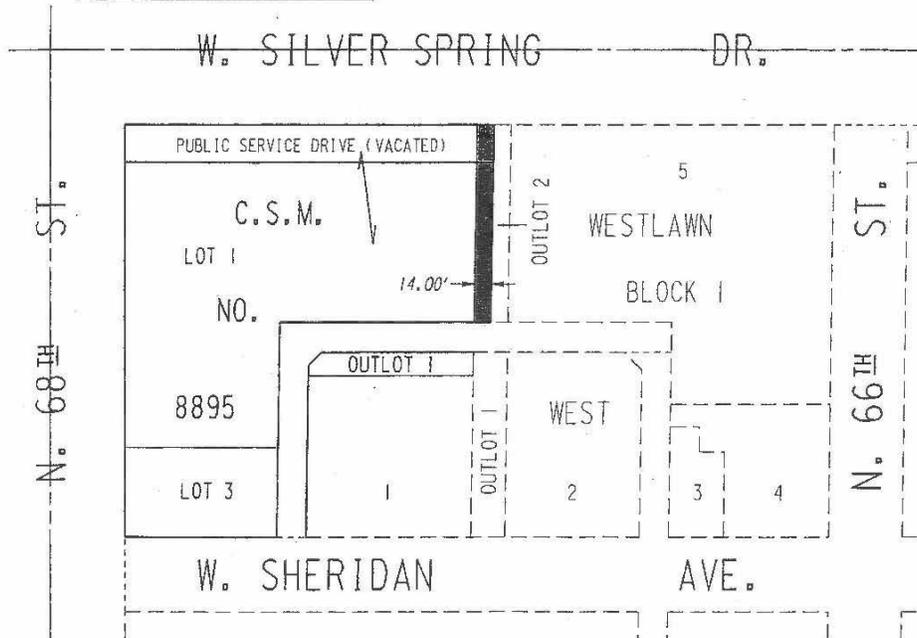

CITY ENGINEER

EXHIBIT B

CERTIFIED SURVEY MAP NO. 8895

RECORDED MARCH 3, 2017; DOC. NO. 10653887

N.E. 1/4 SEC. 34, T.8N., R.21E.



LAND TO BE DEDICATED FOR
PUBLIC RIGHT-OF-WAY PURPOSES

B-5

INFRASTRUCTURE SERVICES DIVISION

MILWAUKEE, WISCONSIN

APPROVED BY:

DATE: AUGUST 13, 2018

John M. ...
CENTRAL DRAFTING & RECORDS MANAGER

[Signature]
CITY ENGINEER

**EXHIBIT C – LEGAL DESCRIPTION OF WESTLAWN GARDENS
WESTLAWN WEST**

That part of the Northeast 1/4 and the Northwest 1/4 of Section 34, Township 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows: Commencing at the northwest corner of said Northeast 1/4 Section; thence North 89°52'59" East, along the north line of said Northeast 1/4 Section, 60.01 feet to a point in the northerly extension of the east line of North 68th Street; thence South 01°11'57" East, along said east line and its extension, 389.98 feet to the southwest corner of Lot 3 of Certified Survey Map No. 8895 and the point of beginning of the lands to be described; thence North 89°52'59" East, along the south line of said Lot 3 and its extension, 149.207 feet to a point in the east line of a public alley; thence North 00°07'01" West, along said east line, 129.403 feet to the southwest corner of Outlot 1 of said Certified Survey Map No. 8895; thence North 89°52'59" East, along said south line, 134.499 feet to the southeast corner of said Outlot 1; thence North 00°07'01" West, along the east line of Outlot 1 aforesaid, 18.58 feet to a point on the south line of a public alley; thence North 89°52'59" East, along said south line, 161.644 feet to a point; thence North 00°07'01" West 24.00 feet to a point in the north line of said alley; thence South 89°52'59" West, along said north line, 147.644 feet to the east corner of Lot 1 of said Certified Survey Map No. 8895; thence North 00°07'01" West, along the east line of Lot 1 aforesaid, 157.924 feet to a point in the south line of West Silver Spring Drive; thence North 89°52'59" East, along said south line, 931.957 feet to its point of intersection with the west line of North 64th Street; thence south 01°53'57" East, along said west line, 1273.118 feet to a point in the north line of Block 2 of Assessment Subdivision No. 84, a recorded subdivision, in said Northeast 1/4 Section; thence South 89°44'18" West, along said north line and the north lines of Royal Terrace Subdivision and H.A. Protzmann Subdivision, recorded subdivisions, in said Northeast 1/4 Section, 1311.404 feet to a point in the east line of North 68th Street; thence North 57°00'52" West, along said east line, 39.27 feet to a point on a curve; thence Northeasterly, 319.296 feet along the said east line and the arc of said curve which has a radius of 535.00 feet with its center lying to the northwest having a central angle of 17°05'51" and whose chord bears North 15°53'54" East 314.578 feet to a point; thence North 01°11'57" West, along said east line, 622.201 feet to the point of beginning.

WESTLAWN EAST

That part of the Northeast 1/4 of Section 34, Township 8 North, Range 21 East, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows: Commencing at the northeast corner of said 1/4 Section; thence South 01°01'25" East, along the east line of said 1/4 Section, 1329.30 feet to a point in the easterly extension of the north line of the Lincoln Creek Drainage Easement Right-Of-Way; thence South 89°44'18" West, along said north line extended, 50.00 feet to a point in the west line of North 60th Street and the point of beginning of the lands to be described; thence South 89°44'18" West, along the north line of said drainage easement right-of-way and its westerly extension, 1224.493 feet to a point in the east line of North 64th Street; thence North 01°53'57" West, along said east line, 1272.966 feet to its point of intersection with the south line of West Silver Spring Drive; thence North 89°52'59" East, along said south line, 1243.992 feet to its point of intersection with the west line of North 60th Street; thence South 01°01'25" East, along said west line, 1269.419 feet to the point of beginning.

C-1

EXHIBIT D

(Exhibit D consists of the Articles of Incorporation for the Westlawn Gardens Property Owners' Association)

EXHIBIT E

(Exhibit E consists of the Bylaws for the Westlawn Gardens Property Owners' Association)