

**RESTRICTIVE COVENANT  
(421 East Locust Street)**

Document Title

Document Number

Recording Area

This Document was drafted by and  
should be Returned to:

Michelle Wagner Ebben, Esq.  
Michael Best & Friedrich LLP  
790 N. Water Street, Ste. 2500  
Milwaukee, WI 53202

Parcel Identification Number:  
See Exhibit A

## RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT (this "**Covenant**") is executed and made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the "**Effective Date**"), by the Housing Authority of the City of Milwaukee ("**HACM**").

### Background Information

A. HACM currently holds title to property located at 421 East Locust Street, Milwaukee, Wisconsin which is more particularly described on **Exhibit A** (the "**HACM Property**").

B. The HACM Property is part of HACM's Holton Terrace development and, in order to provide for, among other things, the coordinated development and operation of the HACM Property, Holton Terrace and the surrounding area, HACM desires to subject the HACM Property to certain restrictions on use and development, as hereinafter set forth and described on **Exhibit B**.

## AGREEMENT

NOW, THEREFORE, HACM hereby subjects the HACM Property to the following restrictions.

### ARTICLE I Restrictions

1.01. Use Restrictions on the HACM Property. HACM, for itself, its successors and assigns, hereby declares and imposes on the HACM Property, for the benefit of HACM, its successors and/or assigns and the HACM Property, those certain use restrictions set forth on **Exhibit B**, attached hereto and made a part hereof.

### ARTICLE II General

2.01 Runs with the Land. The restrictions created by this Covenant shall be effective as of the Effective Date hereof, shall constitute a permanent encumbrance upon the HACM Property, shall run with the land, and shall be binding upon all owners of the HACM Property, or any part thereof and improvements thereon, and their respective successors and/or assigns (collectively, the "**Owner**").

2.02 Enforcement. This Covenant benefits HACM and may be enforced by HACM, its successors and/or assigns, at law and/or in equity. In the event an Owner or occupant of the HACM Property shall violate any of the restrictions created by this Covenant, HACM, or its successors and assigns, shall provide the Owner written notice of such violation (the "**Violation Notice**"). The Owner shall have thirty (30) days after receipt of the Violation Notice to cure, provided however, that if the violation cannot reasonably be cured within such thirty (30) day period, the Owner must diligently and faithfully pursue cure, and if the violation is not then remedied or cured with a reasonable time, or if the Owner fails to faithfully and diligently pursue cure, then HACM may prosecute any proceedings at law or in equity to enjoin such violation and to recover damages for such violation, including reasonable attorney's fees.

2.03 Governing Law; Amendment. This Covenant is governed by Wisconsin law and may only be amended by a written instrument executed by HACM. Notwithstanding the foregoing, any amendment to this Covenant shall also require the written consent of the Owner.

2.04 Enforceability. If any term, covenant or restriction contained in this Covenant shall be invalid or unenforceable, the remainder shall not be affected thereby, and each term, covenant and restriction shall be valid and enforceable to the fullest extent permitted by law.

[Signatures appear on the following page]

**RESTRICTIVE COVENANT**  
(HACM Signature and Acknowledgment)

The Housing Authority of the City of Milwaukee

By: \_\_\_\_\_  
Willie L. Hines, Jr.  
Secretary and Executive Director

**ACKNOWLEDGMENT**

STATE OF WISCONSIN            )  
                                                  )  
COUNTY OF MILWAUKEE        )

Personally came before me on \_\_\_\_\_, 2024, the above named Willie L. Hines, Jr., as Secretary and Executive Director of The Housing Authority of the City of Milwaukee, and to me known to be such person who executed this instrument in the capacity shown and acknowledged that he signed in such capacity.

\_\_\_\_\_

\*

Notary Public State of Wisconsin

My Commission expires: \_\_\_\_\_

**EXHIBIT A**  
**HACM Property Legal Description**

Lot 2 of Certified Survey Map No. 9126 recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on April 5, 2019 as Document No. 10860236, being a redivision of that part of Lots 1 through 10, all of Lots 11 through 20, and all of the vacated alley in Block 58 of the Resubdivision of Blocks 53 to 60 inclusive, in Otis B. Hopkin's Subdivision, and that part of Lots 1 through 10, all of Lots 11 through 18, part of Lots 19 through 26, and a part of the vacated alleys in Block 3 of Mack and Neymann's Subdivision in the Southwest 1/4 of the Northwest 1/4 of Section 16, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

EXCEPTING THEREFROM that part of Lot 2 conveyed to Holton Terrace LLC by Special Warranty Deed recorded July 11, 2019 as Document No. 10887564, described as follows:

A part of Lot 2 of Certified Survey Map No. 9126 as recorded in the office of the Register of Deed for Milwaukee County, Wisconsin, on April 5, 2019 as Document No. 10860236, located in the Southwest 1/4 of the Northwest 1/4 of Section 16, Township 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, described as follows: Beginning at the Southwest corner of said Lot 2; thence North 00° 59' 15" West along the East right-of-way line of North Buffum Street, 74.60 feet; thence North 89° 01' 48" East, 146.10 feet; thence South 02° 45' 10" West, 47.54 feet; thence South 01 ° 06' 33" East, 27.27 feet to the South line of said Lot 2 thence South 89° 04' 15" West along said South line, 143.06 feet to the point of beginning.

*For informational purposes only:*

*Property Address:* 421 East Locust Street, Milwaukee, WI 53212

*Tax Key Number:* 314-1302-100

**EXHIBIT B**  
**Use Restrictions on the HACM Property**

No person shall lease, rent or sell any portion of the HACM Property or otherwise permit any portion of the HACM Property to be used or occupied for any of the uses set forth below:

- (a) Any operations primarily concerned with cosmetic treatments or products including a barber shop, beauty salon, beauty supply store, nail salon or massage establishment;
- (b) Any "second hand" store, or resale shop as a principal use; a "second hand" store or resale shop as an accessory use is permitted;
- (c) Any establishment with operations which concern assets in exchange for cash, or exchange of currencies in general such as a pawnshop, Cash-for-Gold business or currency exchange;
- (d) Any facility with operations which are based on rent-to-own exchanges including furniture or appliance rental and rental centers;
- (e) A religious assembly as a principal use; a religious assembly as an accessory use is permitted;
- (f) A tattoo parlor or body piercing establishment;
- (g) A jewelry store or a shoe store as a principal use; a jewelry store or a shoe store as an accessory use is permitted;
- (h) An adult retail establishment;
- (i) Any loan agency including a title loan agency, installment loan agency or payday loan agency;
- (j) A liquor store;
- (k) An antique or collectable store as a principal use; an antique or collectable store as an accessory use is permitted;
- (l) A cell phone store;
- (m) A day care center as a principal use; a day care center as an accessory use is permitted;
- (n) A gaming facility;

- (o) A gun shop;
- (p) A blood processing center;
- (q) A fortune teller;
- (r) A facility for the sale of paraphernalia for use with illicit drugs or a marijuana dispensary;
- (s) A facility for the sale of tobacco or CBD.

The foregoing uses shall have the definitions set forth in the City of Milwaukee Zoning Code, Chapter 295, Subchapter 2 of the Milwaukee Code of Ordinances; when such uses are defined there.

Every successor in interest to the Property, or any part thereof, agrees to:

(a) Not discriminate upon the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, past or present membership in the military service, familial status, or based upon affiliation with, or perceived affiliation with any of these protected categories in the sale, lease or rental, or in the use or occupancy of the Property or any improvements located or to be erected thereon, or any part thereof; provided that, faith-based organizations are permitted to give preference to applicants who are a member of said faith in filling positions that are related to the religious teachings and beliefs of the organization.

(b) Comply with all requirements of the Americans with Disabilities Act of 1990, U.S.C. #12101, et seq.