

	<p><b>RESTRICTIVE COVENANT</b> <b>(6001 West Silver Spring Drive)</b></p> <p>Document Title</p>	
Document Number		<p>Recording Area</p> <p>This Document was drafted by and should be Returned to: Michelle W. Ebben, Esq. Michael Best &amp; Friedrich LLP 790 N. Water Street, Ste. 2500 Milwaukee, WI 53202</p> <p>Parcel Identification Numbers See Exhibit A</p>

## **RESTRICTIVE COVENANT**

THIS RESTRICTIVE COVENANT (this "**Covenant**") is executed and made effective as of this \_\_\_ day of \_\_\_, 2021 (the "**Effective Date**"), by the **Housing Authority of the City of Milwaukee**, a public body corporate created and existing under the laws of the State of Wisconsin ("**HACM**").

### **Background Information**

A. HACM currently holds title to property located at 6001 West Silver Spring Drive, Milwaukee, WI which is more particularly described on **Exhibit A** (the "**HACM Property**").

B. The HACM Property is part of HACM's Westlawn Gardens development and, in order to provide for, among other things, the coordinated development and operation of the HACM Property, Westlawn Gardens 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**

1.1. **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**

2.1 **Runs with 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 and occupants of the HACM Property, or any part thereof and improvements thereon, and their respective successors and/or assigns.

2.2 **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 or attempt to violate any of the restrictions created by this Covenant, HACM, or its successors and assigns, 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.

2.3 **Governing Law; Amendment.** This Covenant is governed by Wisconsin law and may only be amended by a written instrument executed by HACM.

2.4 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.

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

**Housing Authority of the City of Milwaukee**  
a Wisconsin corporation

By: \_\_\_\_\_  
Name: Willie Hines  
Title: Acting Secretary - Executive Director

STATE OF Wisconsin     )  
                                      )  
COUNTY OF Milwaukee    )

**ACKNOWLEDGMENT**

Personally came before me on \_\_\_\_\_, 2021, the above named Willie Hines on behalf of HACM 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**

All that certain parcel or parcels of land located in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows:

Address: 6001 West Silver Spring Drive  
TIN: 189-0887-000

**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;
- (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;
- (f) A tattoo parlor or body piercing establishment;
- (g) A jewelry store or a shoe store;
- (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;
- (l) A cell phone store;
- (m) A day care center;
- (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.