

Document Number

**DECLARATION OF RESTRICTIVE
COVENANTS FOR EVENSONG
ESTATES**

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RENEE A. THIEM-KORTH
REGISTER OF DEEDS
GREEN LAKE, WI
TRANSFER FEE:
EXEMPT #:
PAGES: 9

Recording Area

Name and Return Address

John M. Blazel
Smits & Blazel Law Office, LLC
PO Box 191
Berlin, WI 54923

Attached

Parcel Identification Number (PIN)

Legal Descriptions attached.

Drafted by:
John M. Blazel
Smits & Blazel Law Office, LLC
P.O. Box 191
Berlin, WI 54923-0191

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DECLARATION OF RESTRICTIVE COVENANTS
FOR EVENSONG ESTATES

A Subdivision located in the City of Green Lake, Green Lake County, Wisconsin.

Carol Shores, LLC, Carol Shores 1, LLC, Carol Shores 2, LLC, Carol Shores 3, LLC, and Carol Shores 4, LLC, the owners of real property known as The Evensong Estates, a subdivision located in the City of Green Lake, Green Lake County, Wisconsin, legally described on Exhibit "A" attached hereto, makes the following declaration as to conditions, limitations, restrictions, reservations, easements, and uses to which all of the real estate (the "Subdivision"), shall be subject. The owner hereby declares that the Subdivision shall be used, held, transferred, sold, assigned, and conveyed subject to these conditions, limitations, restrictions, reservations, easements, and use declarations, which shall constitute covenants to run with the land, as provided by law, and shall apply to and be binding on all successors in interest and the persons claiming under them, for the benefit of and limitations on, all future owners and persons claiming under them with respect to the Subdivision. Such benefit is intended to include, but not be limited by enumeration, the orderly and harmonious improvement of the real property. The owners of Evensong Estates reserve the right to further subdivide the real property described as the "Future Lands for Development" described on Exhibit A and such subdivisions will be bound by these declarations. The owners may assign the right to subdivide the Future Lands for Development at the discretion of the owners.

PART 1. RESTRICTIONS ON USE, STRUCTURES AND SITE DEVELOPMENT FOR THE SUBDIVISION

1. Purpose. These declarations are set forth to ensure that the Subdivision will become and remain an attractive community and, to that end, to ensure the use of the property within the Subdivision for residential purposes only, to prevent nuisances, to ensure the best use and the most appropriate development and improvement of each lot, to obtain harmonious use of building materials, to prevent development and improvement within the Subdivision which do not conform with the design or general aesthetics of the existing or planned Subdivision or are haphazard or inharmonious, to protect owners of lots within the Subdivision against the impairment of the attractiveness or value of their property, to obtain harmonious use of materials, to assure each lot owner the full benefit and enjoyment of their lot and home, and to otherwise secure mutual enjoyment of benefits for owners of lots within the Subdivision with no greater restriction on the free and undisturbed use thereof than is necessary to ensure the same advantages to all lot owners consistent with these declarations.
2. Single Family Residences. The Subdivision shall be for single family residences and each lot may contain only one dwelling unit. No duplexes or multi-family dwelling units are allowed.

3. Exterior Design. On porches, all exposed concrete below the porch slab shall have a brick or stone veneer exterior face. All dwellings shall have an attached garage that forms an integral part of the dwelling. No attached garage shall have less than two (2) or more than four (4) stalls. Main dwellings and garages shall not have bright-colored exterior materials including but not limited to bright blue, bright yellow, bright green or bright pastels. Earth tones, wood tones or other color schemes that complement the natural setting of the subdivision shall be used.
4. Minimum Floor Area and Design. All structures to be erected in the Subdivision shall conform to specific design parameters and minimum floor areas. No dwelling of three (3) stories above grade shall be permitted. The square footage of the main structure, exclusive of open porches, breezeways, screened porches, two/three season rooms, basements and garages shall be not less than 1,800 square feet above grade.
5. Basement. All homes shall have either basements or standard four-foot footing walls.
6. Drainage. Every lot owner is responsible for directing surface water runoff to the street. No lot owner shall block, dam or otherwise obstruct the flow of surface water drainage so as to cause such water to back up onto the lot of another lot owner or so as to restrict the use or enjoyment of any other lot by any other lot owner or as to adversely affect or impair the City of Green Lake storm water management design for the area and a lot owner shall do that by using appropriate measures, including but not limited to, drywells, drain laterals or swales directed toward the finished roadway surface. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. Integrating berms and mounds into lot landscapes is permissible as long as the high point of the berms or mounds shall not exceed two (2) feet in elevation.
7. Lot Maintenance. The lot owner is required to perform all necessary maintenance and upkeep of the lot and right-of-way areas, and must comply with the City of Green Lake weed control ordinance and any other applicable residential lot regulations. Trash, waste, brush, or noxious weeds are not permitted. Residences shall require maintained lawns where grass shall not be longer than four (4) inches, except in areas of natural or landscape designed native or ornamental grasses, wildflowers, prairie fillers and gardens.
8. Construction Site. No building material shall be placed on any lot more than thirty (30) days prior to the date construction is to begin. At all times during construction, the site shall be maintained in a neat and orderly manner. All trash and waste shall be kept in sanitary containers, and out of public view. Lot owners shall be responsible for maintaining a dumpster on-site during construction and shall be responsible to ensure such dumpster is emptied as often as necessary to ensure debris does not extend above the top edge allowing it to be blown out and onto surrounding properties.
9. Construction Process. Construction shall be completed within one (1) year from start of construction. Start of construction means any visible work on a lot necessary to commence construction, including the delivery or storage or construction materials.

10. Fill. Excess excavation fill is to be removed from any lot at the lot owner's expense within 30 days of house completion.
11. Driveways. All dwellings shall, within one (1) year of completion, have a paved, concrete or brick paver driveway of stable and permanent construction at least twelve (12) feet in width and extending from the edge of the finished roadway surface to the vehicular entrance of the garage.
12. Municipal and Utility Services. All municipal or utility services, including, but not limited to, sanitary sewer, storm sewer, water, electrical, telephone, gas, and cable must be provided via underground transmission facilities to and from buildings. No above ground municipal or utility transmission facilities shall be permitted. No lot owner shall undertake the placement of or authorize others to place any structure or undertake excavation or carry out any other activity that may be detrimental to the underground municipal or utility services transmission facilities.
13. Accessory Structures. No accessory structures, including but not limited to swimming pools, swing sets, playhouses, playground equipment, dog runs, gazebos, greenhouses, sheds, etc. shall be permitted forward of the rear exterior line of the residential structure. Structures shall be limited to a single story and must not exceed 170 square feet in size and no more than 10 feet in interior height. Further Accessory Structures restrictions are as follows:
 - a. No above-ground swimming pools shall be permitted.
 - b. In-ground swimming pools are permitted as long as the fence surrounding the pool does not extend beyond the width of the main dwelling, nor more than 35 feet behind the rear exterior line of the main dwelling, or higher than the minimum height required by City of Green Lake ordinance for swimming pools. Swimming pool fences must be of decorative iron, decorative vinyl, or decorative wood design. Automatic pool covers are allowed in lieu of a fence if they comply with any City of Green Lake ordinances with respect to minimum weight ratings.
 - c. Accessory structures, including but not limited to, swing sets or playground equipment shall be made predominantly from natural wood products such as cedar or treated lumber and shall be stained with a clear, wood tone, or earth tone color to better blend with the surrounding natural amenities. Such accessory structures shall be contained in an area not forward of the rear exterior line of the main dwelling and not extending beyond the exterior width of the main dwelling.
 - d. Spas shall be contained in an area not extending beyond the width of the main dwelling, nor more than twenty (20) feet behind the rear exterior line of the main dwelling.
 - e. No tree houses shall be permitted.
 - f. No outdoor lighting not attached to a permitted structure shall extend more than ten (10) feet above ground.
14. Temporary Structures. No structures of a temporary nature, such as trailers, mobile homes, campers, tents, shacks, storage units, or similar structures shall be permitted on

any lot for a period of more than fourteen (14) calendar days of any year. No structure other than a completed residence shall be occupied.

15. Personal Property Storage. Motorcycles, abandoned or disabled automobiles, recreational or commercial vehicles, golf carts, snowmobiles, boats, personal watercraft, canoes, kayaks, trailers, mini-bikes, fishing shanties, and other comparable personal property, shall not be parked or stored outside on lawns or driveways for a period of more than fourteen (14) calendar days of any year.
16. Yard Storage. No lot shall be used for a storage yard or service yard.
17. Signs and Satellite Dishes. No sign or outside earth stations (satellite dishes) shall be displayed or exposed to public view except as follows:
 - a. Satellite dishes less than 20" in diameter are permissible.
 - b. One sign of not more than six (6) square feet in an area advertising the property for sale, or by a builder to advertise the property during the construction and sales period, except that the realtor engaged by Carol Shores, LLC may utilize signs up to 32 square feet for advertising lots or properties in said Subdivision for sale.
 - c. Small house-number signs, family-name signs, and house-name signs are permissible.
18. Unlicensed Vehicles and Salvage Materials. No unlicensed vehicles, vehicle parts or storage areas for vehicles, trailers, or other salvage materials of any nature shall be permitted on any lot or combination of lots within the Subdivision.
19. Commercial Businesses. Except as may be permitted by City zoning regulations, no commercial business shall be allowed to be conducted at any time from any lot or combination of lots within the Subdivision unless a home office business carried out by phone or computer. No residence, garage, basement or other structure may be occupied or used in whole or in part, for operation of any industrial, commercial, professional or business activity of any kind for profit. No part of any permitted structure or of any lot may be occupied for any unlawful purpose so as to constitute a public or private nuisance.
20. Trash. All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwelling prior to the day before regularly scheduled pick-up, and must be removed within twenty-four (24) hours of pickup.
21. Fence. Patio or pet fences matching the design and approval requirements of the aforementioned "in-ground pool" fences are permitted and may be erected by lot owners. Lot-line fencing shall not be permitted.
22. Animals. No animals, except as usual and customary domestic household pets, shall be kept, bred, or raised on any lot in Evensong Estates. Dogs and cats shall be limited to a combined total of three (3) dogs and cats per dwelling and shall not be permitted to run at large. Nothing in this covenant regarding household pets shall be interpreted as

permitting any pet(s) that create a nuisance to the neighborhood or unreasonably annoy other lot owners.

23. Storage Tanks. No above-ground or underground storage tanks shall be permitted upon any lot.
24. Hunting. No hunting and no discharging of any firearm or bow and arrow shall be allowed within the Subdivision in accordance with City of Green Lake ordinance.
25. Subdivision of Lots. Except the "Future Lands for Development", no lot may be divided into smaller lots. Nothing, however, shall prohibit two or more lots from being consolidated into one lot in conformity with any applicable Certified Survey Map requirements. If three lots are divided into two lots by a Certified Survey Map, each such resulting lot shall be considered as one lot for purposes of compliance with these covenants and for purposes of voting on amendments or revocation.
26. Short-term Rental. No lot or part of a lot or dwelling thereon may be rented or leased or sub-rented or sub-leased for a term of less than six (6) consecutive months.
27. Enforcement. If any lot owner or person in possession of any lot or dwelling on any lot within the Subdivision shall violate, threaten to violate, or attempt to violate any of these covenants, or any agreements entered into for the benefit of the Subdivision, it shall be lawful for any other person owning any lot or occupying any dwelling on any lot in the Subdivision to prosecute and/or commence proceedings at law or in equity against the person violating, threatening to violate, or attempting to violate any such covenant or agreement, either to prevent such person from doing so or to recover damages for violation or to restrain the violation. A person who takes any action to enforce this declaration of restrictive covenants shall be entitled to all costs and expenses of the action, including actual reasonable attorney's fees from the person who has violated, threatened to violate or has attempted to violate any of these covenants or agreement provided that the person taking enforcement action is the prevailing party.
28. Amendments. These Protective Covenants may be amended or revoked by recording with the Green Lake County Register of Deeds, a written declaration signed by the then owners of not less than two-thirds (2/3) of the lots subject to these Protective Covenants. Lots subject to the Protective Covenants are the original sixteen (16) lots in Certified Survey Maps 3884, 3885, 3886, and 3887, together with any lots created in the "Future Lands for Development". If new lots are created in the "Future Lands for Development" those new lots are included in the number of lots for purposes of this section and the Protective Covenants. If entire lots are combined the owner of the combined lots retains the same number of votes as if the lots had not been combined. Each lot is entitled to one vote regardless of the number of owners that the lot has.
29. Severability. The invalidation of any provision of these Protective Covenants by judgment or a court order shall in no way affect any of the other provisions, which provisions shall remain in full force and effect.

30. Term. The covenants and restrictions shall be in effect for a term of thirty (30) years from the date this Declaration of Restrictive Covenants is recorded, at which time they shall automatically be extended for successive periods of ten (10) years, unless and until an instrument terminating or reducing this term shall be executed and recorded in accordance with the requirements and procedures set forth herein.

IN WITNESS WHEREOF, Carol Shores, LLC, Carol Shores 1, LLC, Carol Shores 2, LLC, Carol Shores 3, LLC, and Carol Shores 4, LLC, have executed this document on this 17th day of November, 2022.

Dated this 17th day of November, 2022.

CAROL SHORES, LLC
By: Michael J. White
Michael J. White, Sole Member

CAROL SHORES 1, LLC
By: Michael J. White
Michael J. White, Sole Member

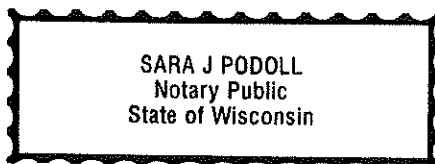
CAROL SHORES 2, LLC
By: Michael J. White
Michael J. White, Sole Member

CAROL SHORES 3, LLC
By: Michael J. White
Michael J. White, Sole Member

CAROL SHORES 4, LLC
By: Michael J. White
Michael J. White, Sole Member

STATE OF WISCONSIN)
) ss.
GREEN LAKE COUNTY)

Personally appeared before me this 17th day of November, 2022, the above-named Michael J. White, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Sara J. Podoll
Notary Public, State of Wisconsin
My commission: expires 6.29.2026

EXHIBIT A

Lots One (1), Two (2), Three (3) and Four (4) according to CERTIFIED SURVEY MAP 3886 as recorded in the office of the Register of Deeds for Green Lake County, Wisconsin in Volume 23 of CSM's on Page 3886, being a division of Lot One (1) of Certified Survey Map 3877, located in part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Town 16 North, Range 13 East, City of Green Lake, Green Lake County, Wisconsin.
Parcel Nos.: 231-00384-1301, 231-00384-1302, 231-00384-1303, 231-00384-1304

Lots Five (5), Six (6), Seven (7) and Eight (8) according to CERTIFIED SURVEY MAP 3887 as recorded in the office of the Register of Deeds for Green Lake County, Wisconsin in Volume 23 of CSM's on Page 3887, being a division of Lot One (1) of Certified Survey Map 3878, located in part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Town 16 North, Range 13 East, City of Green Lake, Green Lake County, Wisconsin.
Parcel Nos.: 231-00384-0905, 231-00384-0906, 231-00384-0907, 231-00384-0908

Lots Nine (9), Ten (10), Eleven (11), and Twelve (12) according to CERTIFIED SURVEY MAP 3885 as recorded in the office of the Register of Deeds for Green Lake County, Wisconsin in Volume 23 of CSM's on Page 3885, being a division of Lot One (1) of Certified Survey Map 3876, located in part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Town 16 North, Range 13 East, City of Green Lake, Green Lake County, Wisconsin.
Parcel Nos.: 231-00384-1209, 231-00384-1210, 231-00384-1211, 231-00384-1212

Lots Thirteen (13), Fourteen (14), Fifteen (15) and Sixteen (16), according to CERTIFIED SURVEY MAP 3884 as recorded in the office of the Register of Deeds for Green Lake County, Wisconsin in Volume 23 of CSM's on Page 3884, being a division of Lot One (1) of Certified Survey Map 3875, located in part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Town 16 North, Range 13 East, City of Green Lake, Green Lake County, Wisconsin.
Parcel Nos.: 231-00384-1113, 231-00384-1114, 231-00384-1115, 231-00384-1116

Future Lands for Development:

Lot One (1) of Certified Survey Map No. 3488, as recorded in Volume 19 of Certified Survey Maps on Pages 3488, being part of Lots 3 and 4 of Certified Survey Map No. 3044 and located in part of the Northeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and in part of the Southeast $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 21, Township 16 North, Range 13 East, City of Green Lake, Green Lake County, Wisconsin.
Parcel No.: 231-00384-0800

