

RESTRICTIVE COVENANTS
Eaglecrest Estates

1. No building erected elsewhere shall be moved onto any lot or lots.
2. No temporary structures (including, with or without exclusion of others, trailers, basement without residence above, tent, shack, garage, or barns of any kind) will be permitted for dwelling purposes. No permanent exterior storage of boats, motor homes, trailers, campers, RV's or vehicles of any kind permitted on lots within this subdivision.
3. Lots shall be used for the purpose of single-family residence only. All homes shall have a roof pitch of not less than 7/12. All Ranches to have a minimum of 1/3 masonry front. Atwo-stall garage minimum. For Lots19-39, 87-95 all ranch homes shall be 1,800 sq ft minimum and 2-story homes shall be 2,200 sq ft minimum. Lots 1-18, 40-86 & 96-103 all ranch homes shall be 1,600 sq ft minimum and 2-story homes shall be 1,800 sq ft minimum.
4. Every house shall have a foundation below frost line.
5. No residence shall be erected in the plat until the final plans and site plans for each building have been approved in writing by the proprietors of this plat or by such person or persons at they may delegate, provided, however, that when a residence is completed it shall be conclusively presumed that this covenant has been complied with.
6. No fence shall be erected upon any lot in the plat without express written approval of the plat proprietors or their delegates.
7. Any buildings shall be started on the grade established by the City Engineer of the City of Neenah. Setbacks lines shall conform to local zoning regulations except that proprietor may, in promoting overall harmony, establish other requirements in addition to such regulations.
8. No lot owner shall block, dam, or otherwise obstruct the flow of the surface water drainage so as to cause such water to back-up onto the lot of another property owner or so that as to restrict the use or enjoyments of any other lot by any other lot owner. Each lot owner is responsible for maintaining established grade. Lawn and landscaping to be completed within one year of occupancy in strict compliance with approved subdivision drainage plan. **Any walkouts or exposed windows from lower level must have developer or designing engineer approval.**
9. All dwellings shall be completed within one year after the beginning of construction and every structure must have a permanent finish on the exterior within 6 months after the start of construction.
10. The land occupied by public utility easements of the lots shall not be graded in such a manner at to interfere with drainage of storm water.
11. All landscaping, including lawn, trees, and shrubs to be completed within one year of beginnings construction.
12. No horse, cattle, swine, sheep, goats, or live poultry of any kind, nor more than two pets shall be kept on any lot in this plat.
13. No nuisance shall be maintained or suffered to exist in the plat.
14. All trash and waste shall be kept in sanitary containers. No sanitary container is to be put in front of any dwellings sooner that the day before regularly scheduled pick-up and containers that have been emptied shall be removed from the street-side within 8 hours thereof.
15. Satellite dishes less than 20" in diameter, mounted on the principal structure, and not visible from the street shall be permitted. All other TV antennas must be contained within the home and not mounted on the roof.
16. Driveways to be of concrete or brick pavers and must be completed within one year after the curb and gutter is installed.

17. All fill and/or topsoil from plat must remain in the subdivision. Any fill or topsoil stockpiled within the subdivision is the property of the subdivision developer and is not part of the sale of the lot on which it is stockpiled. No fill or topsoil may be hauled out of this subdivision without permission of the developer.
18. The lot owner is required to perform all necessary maintenance and upkeep of the lot prior to construction, including keeping the lot free of trash, waste, brush, weeds, and long grass. At all times during construction, the site shall be maintained to developer's reasonable satisfaction in a neat and orderly manner. Construction debris shall be contained at all times in some manner as will prevent such material from blowing unto neighboring properties and/or streets.
19. These covenants are enforceable by the proprietors of the plat and/or the owner of any lot in the subdivision by injunctive relief as well as any and every other legal right. If any lot owner or person(s) in possession of any lot or dwelling on any lot within the subdivision shall violate or attempt to violate any of these covenants, it shall be lawful for any other person(s) owning any lot or occupying any dwelling in the subdivision to prosecute and/or commence proceedings at law or in equity against the person(s) violating or attempting to violate any such covenants, either to prevent such person(s) from doing so or to recover damages for such violation to restrain such violation.
20. All decisions of the developer shall be enforceable against any lot owner if made in a good faith exercise of the judgment or discretion of its members so long as such decision is not clearly in conflict with the express provision of the declaration. Any lot owner or other person seeking to avoid, set aside or challenge any such decision of the developer shall have the burden of proof to establish that such standards were not met at the time the decision was made.
21. In furtherance and not in limitation of any of the terms of this declaration, the developer intends that this declaration shall be and remain at all times until expiration hereof, fully enforceable against all lots and any person entity, trust, organization, governmental unit, or sovereign nation which becomes a lot owner. According, such person, entity, trust, organization, governmental unit, or sovereign nation which becomes a lot owner, weather by virtue or conveyance. Operation of the law otherwise, shall be conclusively deemed to have waived any and all defenses to and immunity from enforcement of this declaration based upon the legal or ethnic statues of such lot owner, including without limitation sovereign immunity, this declaration serving as full and adequate public notice of said waiver,. Said waiver shall apply to the term, conditions and encumbrances established in this declaration, together with any future liens, claims easements or encumbrances expressly permitted hereunder.
22. These declarations shall be construed and interpreted in favor of restricting the use of each lot consistent with the purposes hereof and any ambiguity shall be resolved against any lot owner who installs any structure or engages in any activity not clearly authorized under these declarations or approved in writing by the developer. These declarations shall be interpreted and construed in accordance with the laws of the state of Wisconsin.
23. The covenants and restrictions herein contained shall be in effect for a term of twenty (20) years from the date this declaration is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless an instrument terminating or reducing this term shall be executed and recorded in the office of the Register of Deeds for Winnebago County.
24. The land on all side and rear lot lines of all lots shall be graded by the property owners and maintained by the abutting property owners to provide adequate drainage of surface water.
25. No poles, pedestals or buried cable are to be placed so as to disturb any survey stake or obstruct vision along lot lines or street line, a disturbance of a survey stake by anyone is a violation of section 236.32 of the Wisconsin Statutes.
26. Variations in any of these covenants may be permitted by the developer where he is reasonably satisfied that such variations will be pleasing and generally in keeping with the character of surrounding properties and will not be a detriment to the subdivision as a whole. After the developer no longer owns any lot in the subdivision, requests for variation may be submitted to such review committee(s) as may be convened from among the property owners within the subdivision for consideration and approval or rejection.