

Restrictive Covenants

1. For a ranch style home, there shall be (i) a minimum of two thousand (2,000) square feet of main floor living space on Lots 1-31, and (ii) a minimum of one thousand nine hundred (1,900) square feet of main floor living space on Lots 32-36. For a two-story home on any Lot, there shall be a minimum of one thousand five hundred (1,500) square feet of main floor living space and a minimum of two thousand six hundred (2,600) square feet of total living space. Any home not a ranch style shall be considered a two-story home.

2. All homes shall have a foundation to below the frost line.

3. All homes shall have a roof pitch of at least 7/12.

4. All buildings shall be constructed on site. No building erected or assembled elsewhere shall be moved onto any Lot.

5. All homes shall have a minimum of one hundred percent (100%) natural building products on front and sides of home such as masonry, cement board siding, or LP Smart siding.

6. All homes shall be restricted to no siding smaller than a 5" lap.

7. Front porches, natural materials, and recessed garages are highly recommended for the fronts of houses. The same floor plan can only be used on twenty percent (20%) of the homes on the Lots subject to this Declaration.

8. The Developer shall have the sole and exclusive right to grant approvals of site and construction plans on the Lots, enforce and determine compliance with the standards and restrictions established herein, and grant variances therefrom. No homes may be constructed without the approval of the Developer. The Developer shall be provided with an electronic copy of the Lot and site plan which shall be emailed to info@lancastercreekestates.com for Developer's approval of the design and location of any home. Lot Owner will, within seven (7) business days of receipt, get back a written approval notice by the Developer if the submitted site plan meets the appropriate restrictions. After approval, drawings of the final site plan should be submitted to Village of Howard for building permit. Variations are to be approved only where in the opinion of the Developer it is deemed to be harmonious to the development of the Lots or where variations are required by the topography of the land. Refusal or approval of plans and specifications by such Developer may be based on any reason, including purely aesthetic grounds, which, in the sole and uncontrolled discretion of the Developer shall be deemed sufficient. Any changes to the plans after submission must be resubmitted to Developer for approval prior to implementation of changes.

9. No temporary structures shall be used for dwelling purposes.

10. No permanent exterior storage of boats, motor homes, trailers, campers, R.V.'s or vehicles of any kind shall be permitted on the Lots. Boats, motor homes, trailers, campers, R.V.'s or vehicles may not be parked on any Lot for more than ten (10) consecutive days, and such boat, motor home, trailer, camper, R.V. or vehicle shall not be parked on the Lot for more than thirty (30) days within a calendar year.

11. Exterior of all buildings shall be completed within twelve (12) months after commencement of construction.

12. One detached building with a maximum of four hundred (400) square feet and a matching exterior to the principal residence on the Lot shall be permitted on Lots 7, 8 and 26; provided, however, any Lot Owner may request a variance to build a detached building on their Lot by providing Developer a detailed overview of the physical narrative and location of the building for review, to be approved by Developer, in Developer's sole discretion, pursuant to Section 8 of this Declaration. Further, if an adjacent Lot to Lots 7, 8, and 26 are made contiguous to said Lots, through purchase by the same Lot Owner and the Lots are combined, the Lot Owner may request approval from the Developer, in Developer's sole discretion, pursuant to Section 8 of this Declaration for a detached building a minimum size of eight hundred (800) square feet and a maximum of one thousand twenty-four (1,024) square feet. All detached buildings shall be built with a matching exterior to the principal residence on the Lot utilizing the same exterior finish and meet all local municipality building code requirements.

13. Lots shall be used solely for the construction and occupation of a single-family residence.

14. Satellite dishes not over twenty (20) inches in diameter, mounted on the principal residence and not visible from the street shall be permitted. All other TV antennas shall be contained within the house and not mounted on the roof.

15. Portions of the Lots occupied by public utility easements shall not be graded in such a manner as to interfere with drainage of storm water.

16. All dwellings shall have a minimum of two (2) stall attached garage, with no more than two (2) garage doors facing the perpendicular to the street. A third or fourth garage door is to be recessed at least four feet, side loaded or angled to the street.

17. Fences shall not exceed a height of four (4) feet. The fencing shall not be solid and must be approved by Developer.

18. Any unlicensed vehicles shall be stored inside buildings.

19. All wire, cables or conduits to or from homes and garages' utility buildings shall be placed underground.

20. No mercury or vapor lights are allowed. Any lights mounted on a pole shall not exceed a height of six (6) feet from the ground level.

21. The land on all side and rear lot lines of all Lots shall be graded by the Lot Owner and maintained by the abutting Lot Owners to provide for adequate drainage of surface water.

22. Each Lot Owner shall grade the Lot to conform to the adopted sidewalk grade and maintain said elevation for future sidewalks.

Lancaster Creek

ESTATES

23. No poles, pedestals or buried cables shall be placed so as to disturb any survey stake or obstruct vision along any lot lines or street line. A disturbance of a survey stake by anyone is a violation of Section 236.32 of the Wisconsin Statutes.

24. Planting of large trees is prohibited within Outlot 4 of the Plat.

25. Both municipal sewer and water shall serve the development.

26. No livestock, poultry, or exotic animals of any kind (including without exclusion of others) shall be raised, bred, kept or maintained on any Lot. No more than two (2) common household pets shall be permitted and shall be contained and maintained at all times.

27. No nuisance shall be maintained or suffered to exist on any Lot. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to Lot Owners.

28. Landscaping and maintenance shall be done in a manner to blend with the environment and nature of the Lots subject to this Declaration to prevent the development of unsightly and undesirable areas. Lots shall be kept well-groomed and maintained in an acceptable manner, excepting noted natural areas as depicted on the Plat with appropriate adjacent setbacks from the natural areas.

29. The storage of firewood shall be housed, sheltered or screened by adequate planting or fencing so as to be concealed from view of the neighboring Lots and streets and maintained in an orderly fashion. Firewood cutting and storage shall be limited to private use only and not to for resale purposes.

30. Trash, rubbish, garbage and all refuse matter or waste shall be kept in closed sanitary containers to be regularly removed from the Lots and shall not be allowed to accumulate or cause an undesirable condition or health hazard. No sanitary container shall be put in front of any dwelling sooner than the day before the regularly scheduled pick-up and containers that have been emptied shall be removed from the street-side within twelve (12) hours thereof.

31. Burning trash, rubbish, garbage yard wastes, etc. shall be prohibited.

32. Vegetable gardens shall be restricted to Lots on which a dwelling exists.

33. Vacant Lots shall not be used for parking or storage of any kind and shall be maintained by the Lot Owner to comply with these covenants.

34. Each Lot shall be improved by the Lot Owner with an asphalt, brick or concrete driveway extending from the street to the garage within six (6) months following issuance of any occupancy permit of the home. During the construction of the home, the driveway must be graveled. A site plan showing the location of the driveway shall be submitted to the Developer for its prior approval.

35. The Lots receive mail services by means of the nine (9) T4 Next Generation mailboxes located as follows: (i) on the common boundary line between Lots 1 and 2, (ii) on the common boundary line between Lots 3 and 4, (iii) on the common boundary line between Lots 5 and 6, (iv) on Lot 10, (v) on the common boundary line between Lots 12 and 13, (vi) on the common boundary line between Lots 15 and

16, (vii) on the common boundary line between Lots 17 and 18, (viii) on the common boundary line between Lots 19 and 20 and (ix) on the common boundary line between Lots 24 and 25 (collectively, the "Mailbox Lots") as denoted in the Mode of Delivery Agreement attached hereto as **Exhibit B** and incorporated herein by reference ("Mode of Delivery Agreement"). The Mailbox Lots shall be subject to and adhere to the Mode of Delivery Agreement.

36. No signs or advertising posters of any kind shall be maintained or permitted on any Lot or within any windows or on the exterior of any improvements located on the Lots, without the express written permission of the Developer. The approval of any signs and posters, including, without limitation, name and address signs, shall be upon such considerations as may be from time to time determined by the Developer and such approval may be arbitrarily withheld. Notwithstanding the foregoing, the restrictions of this section shall not apply to Developer.

37. Developer hereby reserves for itself the right to grant to public or semi-public utility companies, easements and rights-of-way (and any and all improvements contained therein) for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar services. Such easements and rights-of-way shall be confined, to the extent possible, in underground pipes or other conduits along the perimeter of each Lot, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

38. Developer reserves for itself and its successors and assigns a right of access over, across and through the Lots for the purpose of transporting construction materials, for making underground or above ground utility connections and any other reasonable use related to the construction of buildings, structures, Lots and improvements.

39. Until the initial conveyance of all Lots, this Declaration may be amended by the Developer alone for purposes of clarification and corrections of errors and omissions. Until the Developer owns less than ten percent (10%) of the original thirty-six (36) Lots, Developer may alone make any adjustments or modifications to this Declaration. Any adjustments or modifications to this Declaration after Developer no longer owns ten percent (10%) of the original thirty-six (36) Lots, shall require an affirmative vote of the Lot Owners owning fifty-one percent (51%) of the Lots. Upon, and at such a time Developer no longer owns any of the Lots, this Declaration will be maintained by the Lot Owners. For the purposes of voting, ownership of each original Lot is equal to one (1) vote. For clarification purposes, should any Lots be combined, the Lot Owner shall have one (1) vote for each original Lot they owned prior to combining the Lots. Such change, modification or rescission shall be effective upon recording of such instrument in the Office of the Register of Deeds for Brown County, Wisconsin. No amendment, modification or rescission shall alter or abrogate the rights of the Developer as contained in this Declaration.

40. Upon the violation of any one or all of the provisions of this Declaration, the Developer and/or any Lot Owner of any Lot subject to this Declaration shall have the sole and exclusive right to proceed at law or in equity against the person or persons violating or attempting to violate the covenants, conditions and restrictions and shall be entitled to both equitable and legal relief, including reasonable attorney's fees. Any failure of such enforcement shall not be deemed a waiver of the right to do so or the acquiescence of any violation, subsequent or otherwise.

41. No above ground pools shall be permitted on Lots 1, 3-4, 7-10, 23, 25, 28-35.