

PURPOSE

The purpose of these covenants is to ensure attractive value and enjoyable residential use and to prevent nuisance and impairment to the attractiveness of the property. It includes seeking the use of appealing design, quality materials, and workmanship, to maintain a desired valuable atmosphere and appearance, targeted to secure to each estate lot owner the full benefit and enjoyment of their home with no greater restriction on the free and undisturbed use.

ARTICLE III GENERAL COVENANTS

3.1 Single Family Dwellings: Only one single family residential structure will be permitted on any given 4-6 acre lot. The structure shall not exceed two and ½ stories above ground level in height. In no event shall any part of this residence be used as a second or multiple Dwelling for rental purposes. Duplex residences, garage or basement apartments, or group homes are prohibited. Notwithstanding, in-law apartments and teen suites attached to the dwelling are allowed.

3.2 Dwelling Quality, Value, and Size: All Dwellings shall be of good quality design, construction, materials, and workmanship (preferably a quality timber-frame design). The appraised value of each Dwelling must be at least \$150,000, based on cost valuation levels prevailing on the date these covenants are recorded, and exclusive of the land value or cost. The minimum square footage of a Dwelling shall be no less than 1,200 square feet on the primary floor. Garages, porches, breezeways, and other similar spaces are not included in this minimum requirement. All structures must however incorporate at least a two-car garage. The exterior of the residence shall be completed before occupancy. The maximum time for home construction (breaking ground to occupancy) shall be 12 months. All home designs and construction plans including siding, and roofing materials shall be approved by the ARC prior to construction.

3.3 Building Location and Excavation: The design of the Dwelling and its placement on the Lot shall reflect a minimum impact on the existing slopes, and views. Residential Dwellings shall have 25 feet setbacks, and other buildings (not to exceed 2 on 4-6 acre lots) shall have 50 foot setbacks. All building placement, design, and excavations shall have ARC approval in writing prior to construction.

3.4 Mobile Homes: No mobile homes, trailers, modular homes, double-wides, tents, yurts, or shacks shall be erected or moved on to any lot for use as a residence. An 8 month single-unit exception may be granted by the ARC during the construction of a residence; only after construction and design approval. Such approval must be granted in writing. Temporary (3-weeks or less per year) camping in locations that are acceptable to neighbors is allowable.

3.5 Landscaping and Weed Control: Landscaping shall be performed in a way as to not be offensive to any neighbors and to maintain the rustic yet attractive appeal of Eagles Cove. Invasive or noxious weeds must be controlled by estate lot owners so as to not allow seed dispersal.

3.6 Driveways: Driveways must be constructed of asphalt, concrete, or brown/red gravel. Driveway surface shall be completed within 120 days from residence occupancy.

3.7 Nuisances: No activity shall be carried out which is not related to a single-family residence. Each owner shall refrain from any act which causes embarrassment, discomfort, annoyance, or nuisance to neighbors. No noxious, offensive, or illegal activity shall be carried out on any lot. No noise may be created that unreasonably disturbs the peace and quiet of the occupants of the surrounding property; this includes pets. Recreational (ORV) vehicles (i.e.: 4-wheelers,

motorcycles, and snowmobiles) can be used for utilitarian purposes on but, otherwise, are to stay on roads and used in a responsible, courteous non-repetitive or non-frequent, non-obnoxious manner. Vehicles must be 90 decibels or less. Unmuffled dirt bikes and similar loud vehicles are prohibited.

3.8 Equipment Storage: No automobiles, boats, trailers, campers, motorcycles, buses, trucks, tractors, recreational vehicles, non-working vehicles, equipment or machinery of any kind, camp rigs off trucks, boat rigging, trailers, or any item deemed offensive by the ARC shall not be stored permanently or semi-permanently on Lot or any road or right-of-way. Permanent or semi-permanent storage of such vehicles or items on estate lots must be screened from public view either in a garage, barn, or to the side of the dwelling so as to not be immediately visible from the roadway. No junk yard of any sort will be allowed within Eagles Cove Estate.

3.9 Trash and Vegetative Slash: Branches, limbs, brush, and other vegetative slash and cellulose materials should be preferably chipped or neatly stacked for burning in a manner that does not impose a wildfire hazard and abides by county and state outdoor burning guidelines with associated permitting and required communication. Such burning should be conducted in a manner to minimize impact to neighbors. Piles are to be chipped or burned within 8 months.

Household trash is not to be piled, stored, or accumulated in any area visible by neighbors, but kept concealed in containers within the garage or outbuilding. Household trash other than paper or wood is not to be burned.

3.10 Outbuildings and Fences: All outbuildings and structures including barns, workshops, treehouses, fences, rock walls, and retaining walls are to be designed to complement and enhance the existing structure design and estate aesthetics. All such design plans are to be approved by the ARC. Any antenna, satellite dish, or such device for transmitting or receiving electromagnetic signals shall only be placed in a discrete or hidden manner.

3.11 Pets and Animals: Livestock or horses are only allowed on lots that are 10 acres or larger at a ratio of no more than one large animal per four acres. Common household pets such as dogs and cats (not exceeding a combined total of 4 per lot) are acceptable on all occupied residential lots. Pet owners are to take responsible measures to avoid pet nuisance concerns. Dogs shall be leashed or penned, and not allowed to run loose except under close supervision.

3.12 Lake, Beach, or Body of water restriction: Any body of water natural or otherwise will remain unaltered and have no livestock use.

3.13 Propane Tanks: Large Outdoor Propane tanks shall have prior safety and aesthetic forethought with placement approval by the ARC.

3.14 External Lighting: All external lighting shall be non-glare and approved by the ARC prior to installation.

3.15 Utilities: All utilities are to be routed underground within the utilities right-of-way and continue underground to the dwelling and outbuildings constructed in accordance with state, federal, and local guidelines. Each lot is subject to perpetual easements for the installation and maintenance of utilities. Such easements are for a width of ten feet centered on the lot lines (5 feet on each side), and where otherwise indicated on recorded plat maps. These easements shall not prevent the use of the area by the Lot owner for any permanent purpose; however no structure of any kind shall be erected upon or over easement right of ways. Owners who are served by these utilities shall have access to these easement areas to allow for the installation and or maintenance of those utility services. Out of consideration; owners who will be performing installation or maintenance of utilities that cross via easements on other lot owners land will communicate with the other owners at least 30 days prior to the work to be done, unless the need arises from an emergency.

3.16 Common Area Maintenance and Use: All property owners shall share in the maintenance of roads, foot trails, and beach accesses. This will include snow removal from roadways, and general road, trail and beach access maintenance with the Declarant until such time as the Homeowners Association is formed and takes over road, trail and beach access maintenance oversight. The use by Eagles Cove Estate Lot Owners and their families or associates of roadways, trails, beach accesses, and beaches will not be impaired by Lot owners, or their representatives other than during such reasonable times of general maintenance. Trails and beach accesses are limited to foot traffic only.

3.17 Dwelling Insurance & Reconstruction: All buildings must have adequate insurance to fully rebuild in case of fire or other disaster and the Owner must agree immediately to rebuild or repair to avoid an unpleasant and unsightly situation for the other Owners. In case the Owner fails or refuses to comply with these requirements, the Association may elect to restore the site to a level acceptable to the Association and levy a reconstruction assessment on the Lot.

3.18 Restriction Against Excavation and Grading: No excavation of stone, gravel, or earth shall be made on any Lot except for walls, basements, or cellars of dwellings.

3.19 Firearms. The recreational use of firearms on Eagles Cove Estate Properties is prohibited.

3.20 Energy Devices. Energy generating and storage facilities, including, but not limited to, solar panels, windmills and other wind-propelled equipment, auxiliary generators, heat pumps and air conditioning compressors shall be designed and placed, subject to prior approval of the Architectural Review Committee, in aesthetic harmony with the other improvements to which they are appurtenant, and shall be insulated so as not to produce an unreasonable level of noise.

3.21 Covenant for maintenance: From the closing of the initial sale of a particular Lot to the Buyer, Buyer shall keep all Lots owned by him, and all improvements thereon, in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, controlling of weeds by pulling, spraying with an approved weed killer, and the painting/staining (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If, in the opinion of the ARC any owner fails to perform the duties imposed by the Association, after approval by a two-thirds (2/3) decision of the Association Board, and after fifteen (15) days written notice to the owner to remedy the condition in question, the committee shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding, personal obligation of such Owner as well as a lien (enforceable in the same manner as a mortgage) upon the Lot in question.

ARTICLE VI ARCHITECTURAL REVIEW COMMITTEE

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Project, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to quality of workmanship and materials, and harmony of external design and location in relation to surrounding structures and topography by the Architectural Review Committee.

The Architectural Review Committee shall have the right to disapprove any plans or

specifications submitted because of any of the following:

- A. Failure to comply with this Declaration.
- B. Failure to include information in such plans and specifications as may have been reasonably requested.
- C. Objection to exterior design, appearance, or materials of any proposed structure.
- D. Incompatibility of any proposed structure or use with existing or proposed structures.
- E. Objection to location of any proposed structure, or grading of landscape on any Lot.
- F. Objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed structure.
- G. Any other matter which in the judgment of the ARC would render the proposed structure or structures or uses inharmonious with the general plan of improvement of Eagles Coves Estates.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted, or shall approve the same only as modified upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

After 90% of the lots by area are sold, the Owners shall have the power to appoint the members of the Home Owners Association which will take over the role of the ARC in addition to any other roles as deemed necessary by the Owners.

Once the power to appoint members of the Home Owners to the ARC has been vested in the Owners, the Declarant shall not reacquire such power regardless of the annexation of additional phases within the Project.

ARTICLE V GENERAL PROVISIONS:

5.1 Violation of Regulations: If any Lot Owner violates the foregoing regulations or permits a violation thereby by member of his family, his invitees or his licensees, and fails to cure such violation within forty-eight (48) hours of having been notified thereof by the Architectural Committee, the Architectural Committee may correct the offending condition and assess the cost of such correction against such Owner, and, if necessary, lien the appropriate Lot(s) for the amount thereof. Each such assessment, together with interest, costs, penalties and actual attorney's fees, shall also be the personal obligation of the the Owner of such Lot at the time when the assessment fell due.

5.2 Limitation of Restrictions on Declarant. Declarant is performing certain work in connection with the subdivision of the Property and the construction of community improvement thereon. The completion of that work and sale of Lots is essential to the establishment of welfare of the Property as a residential community. In order that said work may be completed and said Property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

5.2.1 Prevent Declarant, its contractors, or subcontractors, from doing on the Property or any Lot, whatever is reasonable necessary or advisable in connection with the completion of the work; or

