

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR COPPERFIELD**

THIS DECLARATION, made on the 9th day of September, 1983, by COPPERFIELD INVESTMENTS, INC., an Oklahoma corporation, organized under and existing by virtue of the laws of the State of Oklahoma, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in the City of Edmond, Oklahoma County, State of Oklahoma, which is more particularly described as:

COPPERFIELD, an Addition to the city of Edmond, Oklahoma County, Oklahoma, being a part of the Northeast Quarter (NE/4) of Section Thirty-four (34), Township fourteen {14} North, Range 7three(3) West of the I.M.:

AND, WHEREAS, the Declarant has caused the above described real property to be surveyed and platted, in stages, under the name of "COPPERFIELD", an Addition to the City of Edmond, and it is the purposes of this Declaration to create and include as part thereof permanent open areas, playgrounds, parks with improvements, buildings and structures erected or to be erected there on, and other common facilities and areas for the benefit of this particular community;

AND, WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and the upkeep, maintenance, improvement and administration of the community and its open areas, playgrounds and parks and all improvements now existing or hereafter erected thereon and to establish an entity and agency for such purpose and, in addition, to collect and disburse the assessments and charges hereinafter created;

AND, WHEREAS, there will be incorporated under the laws of the State of Oklahoma, as a non-profit corporation, an entity to be known as Copperfield Homeowners Association, Inc., for the purpose of exercising the aforementioned functions;

NOW, THEREFORE, Declarant declares that it is the owner of the real property described in Article III and all of Lots A and E, Block 6, is hereby declared as the "Common Area";

AND DECLARANT FURTHER DECLARES that all property hereinafter described in Article II as the "Existing Property" shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as the "covenants and restrictions") hereinafter set forth, which shall run with said property and shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such "covenants and restrictions" being hereby imposed upon such real property as a servitude in favor of each and every other party thereof as the dominate tenant. The "covenants and restrictions" hereby imposed on said real property are in addition to the restrictive covenants imposed on said real property by the developers of COPPERFIELD, an Addition to the City of Edmond, Oklahoma County, Oklahoma, filed for record in Book 50 at Pages 14 records of Oklahoma County, Oklahoma.

**ARTICLE I
DEFINITIONS**

Section 1. The following words, when used in this Declaration or any Supplemental Declaration (unless the context shall so prohibit), shall have the following meanings:

A. "Association" shall mean and refer to Copperfield Home owners Association, Inc.", a non-profit corporation to be incorporated under the laws of the State of Oklahoma, its successors and assigns.

B. "Properties" shall mean and refer to that certain real property described in Article III, and such additions thereto and other real property within the Northeast Quarter as may hereafter be annexed thereto and/or brought within the jurisdiction of and subject to assessment by the Association.

C. "Common Areas" shall mean all of Lots A and B, Block 6, of COPPERFIELD, an Addition to the City of Edmond, Oklahoma County, State of Oklahoma, as shown by the recorded plat thereof.

D. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of all or any part of the Properties with the exception of the Common Areas.

E. "Corner Lot" shall mean any lot which abuts other than at its rear line upon more than one street and or Common Area.

F. "Street" shall mean any street, lane, drive, boulevard, court, circle, road, place, manor or terrace as shown on the attached plat.

G. "Member" shall mean and refer to every person and/or entity who holds membership in the Association as Class A and B members as defined in Article vi below.

H. "Building Limit Line" shall mean the line so designated on the attached plat.

I. "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof

J. "Supplementary Declaration" shall mean a Supplementary Declaration of Covenants and Restrictions, as specified by Section 1, Article II.

K. "Occupant" of any Lot shall mean the point in time when the first member of the owner's family, or anyone authorized by the owner, moves into the residential unit located thereon.

L. "Articles" shall mean Articles of Incorporation of the Association filed in the office of the Secretary of State of the State of Oklahoma.

M. "Rule" shall mean the rules adopted by the Association

N. "Declarant" shall refer to Copperfield Investments, Inc., an Oklahoma corporation, its successors or assigns.

O. "Owner" shall mean and refer to the record owner member, whether one or more persons, of a fee simple title to any Lot which is or may become apart of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

P. "The Northeast Quarter" shall mean the Northeast Quarter of Section Thirty-four, Township Fourteen. North, Range Three West of the Indian Meridian, Oklahoma County, Oklahoma.

Q. "Frontage" or "Fronts" Shall mean the direction or way the major elevation of the house or structure erected on a Lot shall face.

R. "Board" shall mean the Board of Directors of the Association.

S. "By-Laws" shall mean the By-Laws of the Association.

ARTICLE II FUTURE INTEREST

Section 1. Although this initial Declaration includes only the real property described in Article III hereof, it is the intention and absolute right of the Declarant to cause additional and supplemental declarations to be filed with respect to additional real property within the Northeast Quarter, which additional declarations will be

complementary in concept to this Declaration, and which future declarations will provide for the addition of owners in such other areas as members of the Association and of possible additional Common Areas to be owned by the association.

Each member of the Association will be subject to its Articles of Incorporation, By-Laws, rules and regulations, as from time to time established and or amended. The Common Areas which will be owned by the Association, a portion of which are included in the attached plat and shown as Lots A and B, Block 6, may ultimately include other lands within the Northeast Quarter of Sector Thirty-four, which are not included in this plat.

Section 2. If within fifteen (T5) years of the date of incorporation of the Association, the Declarant should develop additional lands with-in the said Northeast Quarter, such additional lands may be annexed to the said Properties without the consent of the Members.

ARTICLE III PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, Sold, conveyed and occupied, subject to this Declaration is located in the City of Edmond, Oklahoma County, State of Oklahoma, end is more particularly described as follows:

COPPERFIELD, an Addition to the City of Edmond, Oklahoma County, Oklahoma, being a part of the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Fourteen (141 North, Range Three 3) West of the Indian Meridian.

ARTICLE IV MEMBERSHIP IN THE ASSOCIATION

Every person who is a record owner of a fee or undivided interest in any single-family residential Lot covered by this Declaration and any future declaration covering all or any part of the said Northeast Quarter Which is subject by covenants of record to assessment by the Association, including contract sealers, shall be a ,member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE V OWNERSHIP, USE AND MANAGEMENT OF THE COMMON AREAS

Section 1. It is contemplated that all of the Common Areas in the Northeast Quarter will ultimately be owned by the Association. Until such time as record ownership of the Common Areas is vested in the Association, the Members of the Association shall have the exclusive right to use the Common Areas as hereinafter specified.

Section 2. Every Member shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

A. The right-of the Association to limit the number of guests of Members, the Common Areas which may be used by guests of Members, and the conditions under which Common Areas may be used by Members and/or their guests, subject to the terms and provisions hereof.

B. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas.

C. The right of the Association, in accordance with its Articles of Incorporation and By-Laws and with the assent of two-thirds (2/3rds) of each class of members, to borrow monies for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said Common Areas or any portion thereof, and the rights of said mortgage in said properties shall be subordinate to the right of the members hereunder.

D. The right of the Association to suspend the voting rights and right to use the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for an infraction of its published rules and regulations.

E. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, public authority or utility for such purposes and subject to such conditions as may be agreed to by the Members of the Association, provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer and signed by two-thirds (2/3rds) of each class of members is filed of record in the office of the County Clerk of Oklahoma County.

Section 3. Any Member may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property, subject to such rules, regulations and limitations as the Association may, from time to time, establish.

Section 4. Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area described as Lots A and B, Block 6, as shown in the plat of COPPERFIELD, an Addition to the City of Edmond, Oklahoma, to the Association, free and clear of all encumbrances and liens, at the first meeting of the Board of Directors of the Association.

Section 5. The Association shall control, maintain, manage said improve toe Common Areas as provided in this Declaration and in its Articles of Incorporation and By-Laws. Such right and power of control and management shall be exclusive.

Section 6. Any other provision hereof to the contrary notwithstanding, all Members of the Association, regardless of class, shall have and possess the right to use and enjoy all of the Common Areas and all facilities and improvements thereon owned by the Association, which right may not be denied to any Member of any class without consent of all Members of all classes, provided, however, that:

The Board of Directors of the Association may from time to time establish rules and regulations governing the use of the Association's Common Areas by Members of all classes and their guests; provided that such rules and regulations as from time to time adopted shall be uniform as to all Members regardless of class.

ARTICLE VI CLASSES OF MEMBERS AND VOTING RIGHTS

The Association shall have two (2) classes of voting membership as follows:

Section I. Voting Classes.

Class A. Class A Members shall be all those Owners of single family residential Lots with the exception of Declarant. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article IV. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member(s) shall be the Declarant. The Class 'B Member(s) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article IV. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

a. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

- b. On January 1, 1991.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessment. The Declarant, for each lot owned within the properties and for each additional Lot which may hereafter come within the jurisdiction of the Association, and each Owner of any Lot in any platted area which is a part of the West Half of the Northeast Quarter of Section Thirty-four, Township fourteen North, Range Three West of the I.M., Oklahoma County, Oklahoma, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements; each such assessment to be fixed, established, and collected from time to time hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land shall be a continuing lien upon the Property against which each such assessment is made, paramount and superior to any homestead or other exemption provided by law, but shall not be prior or superior to any purchase money mortgage lien or any first mortgage on a home. Said lien may be enforced by the Association and may be foreclosed in any manner provided by the laws of the State of Oklahoma for the foreclosure of mortgages or deeds of trust, with Or without power of sale, Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such property at time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Properties, and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of dwellings, homes and other structures situated upon the Properties, including, but not limited to, the maintenance of insurance thereon, repair, replacements and additions thereto, ad valorem and other property taxes and assessments levied thereon, for the cost of labor, equipment, materials, management and supervision thereof, and utility services for the Common Areas.

Section 3. Basis and Maximum of Annual Assessments. From and after January 1, 1984, and until the year beginning January 1, 1985, the maximum annual assessment shall be as follows:

Type of Member	Amount
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Class A	\$100.00 per year
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Class B	\$20.00 per year per living unit
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A. From and after January 1, 1984, the Board of Directors, after consideration of current maintenance costs and future needs of the Association, may increase the maximum annual assessment in each class 5%, effective January 1 of each year without a vote of the membership.

B. From and after January 1, 1984, the Association may increase the maximum annual assessment on the basis of the maintenance assessment fixed by Section 3 and Section 3A above as to any or all classes of members prospectively for any one year period and at the end of such one year period for each succeeding period of one year provided that, any such charge as to any Class shall have the assent of two-thirds (2/3rds) of the Members of each such class, pursuant to votes cast in person or by proxy, at a meeting called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting out the purpose of the meeting. It is further provided, however, that in no event shall the annual or special assessments for Class B membership be greater than one-fifth (1/5th) or twenty percent (20%) of the annual and special assessments for Class A membership.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in Any assessment year, as to any or all classes of Members, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided that, any such assessment as to any class shall have the assent of at least two-thirds (2/3rd) of the Members, pursuant to votes cast in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting; provided further that the maximum amount of any special assessment which may be assessed against any Member of any class in any assessment year shall not exceed an amount equal to twice the annual dues assessed against said Member for the same year.

Section 5. Uniformity of Assessments. Every annual maintenance and special assessment established under this Article V shall be fixed at a uniform rate for all Lots in each particular class; provided however, that at no time shall the annual and special assessments for Class B Lots be greater than one-fifth (1/5th) of the annual and special assessments for Class A Lots.

Section 6. Quorum for Meetings. At any meeting of the Members of the Association, the presence at the meeting of Members or of proxies entitled to cast one-tenth (1/10th) of all the votes of each class of membership shall constitute a quorum; provided, however, that if the required quorum is not present at any meeting duly called, the Members present, though, less than a quorum, may give notice to all Members as required herein for the transaction to be considered, at an adjourned meeting, and at the adjourned meeting one-half (1/2) of the required quorum at the preceding meeting shall constitute a quorum. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Commencement Date of Annual Maintenance Assessments. The annual maintenance assessments provided for herein shall commence as to each Lot on the date the Lot is conveyed to the owner, and shall be due on the first day of January of each year, the first assessment date being January 1, 1984. The Board of Directors shall cause the Association to prepare and maintain a roster of Lots, the owners thereof, the assessments applicable thereto and the status of the payment thereof which shall be kept in the office of the Association and which shall be open to inspection by any Owner. The Association shall, upon demand at anytime, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Non-Payment of Assessments and Remedies. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after its due date, the assessment shall bear interest from its due date at an annual rate equal to the floating rate of interest for mortgage loans from time to time announced by the Federal Housing Administration, and the Association may bring an action at law against the Owner personally obligated to pay same, and/or foreclose the lien against the property as provided by the laws of the State of Oklahoma for the foreclosure of a mortgage or deed of trust, with or without power of sale; and interest, costs and reasonable attorney's fees of such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot.

Section 9. Subordination of Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first lien priority real estate mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

However, the sale or transfer of any Lot which is subject to any mortgage, pursuant to a decree of foreclosure under such first lien priority mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Change of Ownership. Any person becoming an shall, within ten (10) days next following the recording of a deed reflecting such person as an Owner, give written notice to the Association that such person has become an Owner; provided however, that the record Owner of any Lot as of the first day of January of each year should be subject to and obligated to pay the assessment.

ARTICLE VIII GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall insure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, devisees, personal representatives, trustees, successors and assigns, for a term of twenty-one (21) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3rds) of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the United States mails, postpaid, to the last known address of the person who appears as Member or Owner or the records of the Association at the time of such mailing.

Section 3. Severability. Invalidation of any of these covenants restrictions by judgment or Court order shall in no wise affect the remaining provisions which shall remain in full force and effect.

Section 4. Right to Assign. The Declarant by appropriate instrument assign or convey to any person any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assignees or grantees may at their option, exercise, transfer or assign such rights, reservations, easements, and privileges or any one or more of them, at any time or times in the same way and manner as though directly reserved by them or it in this instrument.

Section 5. Amendments. The covenants and restrictions to this Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the votes of each class of membership. Any amendment must be properly recorded in the public records of Oklahoma County, Oklahoma.

Section 6. As long as there is a Class B membership, any action that affects the easement of use in the Common Area or amends any approved document must be approved by Housing and Urban Development (HUD).

IN WITNESS WHEREOF, this Declaration is executed by the Declarant this 9th day of September, 1983.

Signed by David P. Roberts, President of Copperfield Corporation.

**OWNER'S CERTIFICATE AND RESTRICTIONS
OF COPPERFIELD, AN ADDITION TO THE CITY OF EDMOND,
OKLAHOMA COUNTY, OKLAHOMA,
A Subdivision in the Northeast Quarter of Section 34,
T14N, R3W, I.M., Edmond, Oklahoma County, Oklahoma**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, COPPERFIELD INVESTMENTS, INC., a corporation, does hereby certify that it is the owner of, and the only person or persons, corporation or corporations, having any right, title or interest in or to all of COPPERFIELD, an Addition to the City of Edmond, Oklahoma, as shown and embraced in the plat records of Oklahoma County, Oklahoma.

I, the above owner of all the plat COPPERFIELD, an Addition to the City of Edmond, Oklahoma, as described above, for the purpose of providing an orderly development of the addition, and for the purpose of providing adequate restrictive covenants for the benefit of themselves and their successors in title to said premises, do hereby impose the following restrictions and reservations on the above described plat, to which it shall be incumbent Upon all successors in title to adhere, any person or persons, corporation, trust, partnership or other legal entity whatsoever, hereafter becoming the owner either directly or indirectly through subsequent transfer, or in any manner whatsoever, of any lot or lots, block or blocks included in said plat shall take, hold and convey the same subject to the following, to-wit:

1. No lot or lots, block or blocks in the above entitled addition shall be used for any purpose but residential.

2. All lots in the above addition, specifically restricted to use for residential purposes, are hereby reserved exclusively for single family residential purposes, together with private garages and attached servant's quarters.

3. No single family residence erected in said addition shall exceed two stories in height and no garage shall be built for less than two cars nor more than three, and shall not exceed two stories in height. However, this restriction shall not prevent the construction of "split level" or two story dwellings with unusual designs, nor attached garages with larger space than two or three car garages, provided that, before any such dwelling is commenced, written approval of the plans and specifications shall be Obtained from the building committee hereinafter designated.

4. No building shall be located on any lot or building site specifically restricted to use for residential purposes, nearer to the front property line as depicted on the plat. The minimum distance between the dwelling and the side property line shall be five (5) feet.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building provided, however, that this shall not be construed as to permit any -Portion of a building to encroach upon -another

5. No residence shall be erected or altered on any building site or lot in this addition. until the building plans and specifications and plot plan showing the location of such building, have been approved in writing as to the conformity and harmony of external design with existing Structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a building committee composed of: DAVID P. ROBERTS, RUSSELL L. ROBERTS and VIRGINIA N. COEBY, or by are, representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be necessary and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of the committee and its designated representative shall cease on or after January 1, 1993. Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be

executed by the then record owners of a majority of the lots or building sites in this addition, and duly recorded in the land records of said County, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the committee.

6. No business, trade or activity shall be carried on upon any residential lot or building site. No noxious or offensive activity shall be carried on upon any lot or building site, nor should anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot or building site at anytime as a residence either temporarily or permanently.

[note – there were no paragraphs 8 and 9 in the original document]

10. The living floor area of the structure shall not be less than 1,700 square feet for a dwelling erected on any building site or lot.

11. No building shall ever be erected on any building site or lot unless it shall have a wood shingle, wood shake, or marble build-up roof.

However, this restriction shall not prevent the submission of specifications and plans for ether types of roof coverings to the building committee mentioned herein for said deviation. In the event approval is granted, in writing, by the building committee, the deviated type of roofing may be used.

12. No residence shall be constructed on any lot or building site unless it has an attached or detached garage with a capacity sufficient for two (2) cars.

13. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.

14. No mobile homes, campers, boats or trailers of any type shall be permitted to be parked in front of the building line or on any vacant lot.

15. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or building site, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

16. Copperfield, an Addition to the City of Edmond, is a part of the greater subdivision within the Northeast Quarter (NE/4), Section Thirty-four (34), Township Fourteen (14) North, Range Three (3) West of the I.M., Oklahoma County, Oklahoma. In this greater subdivision, the owner proposes to have constructed and maintained a common area playground, park improvements and facilities for the use, benefit and enjoyment of the owners of all lots in Copperfield, an Addition to the City of Edmond., previously recorded in Book 50 Plats, at Page 14 , and the owner-desires to provide for the preservation and maintenance of said common area and to this end desires to subject all of the lots in Copperfield, an Addition to the City of Edmond, to the covenants, restrictions, easements, charges and liens. The owner hereby imposes upon all of the said lots in Copperfield, an Addition to the City of Edmond, the covenants, restrictions and reservations set forth in the Copperfield, an Addition to the City of Edmond, Declaration of Covenants and Restrictions filed for record in book 5060 at Page 1211, which shall be binding upon all owners of all lots in Copperfield, an Addition to the City of Edmond, and their successors.

17. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1991, (except as otherwise specified herein) at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots or building sites has been recorded agreeing to change said covenants in whole or in part.

18. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceeding against .other persons violating or attempting to violate any such covenant to either prevent his or them from so doing and/or to recover damages, costs, fees, including attorney fees, or other dues for such violation.

19. Invalidation of any of these covenants by judgment or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this Declaration is executed by the Declarant this 9th day of September, 1983.

Signed by David P. Roberts, President of Copperfield Investments, Inc.

**OWNER'S CERTIFICATE AND RESTRICTIONS
OF COPPERFIELD, BLOCK 8-14, INCL.,
AN ADDITION TO THE CITY OF EDMOND,
OKLAHOMA COUNTY, OKLAHOMA,
A Subdivision in the Northeast Quarter of Section 34,
T14N, R3W, I.M., Edmond, Oklahoma County, Oklahoma**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, COPPERFIELD INVESTMENTS, INC., a corporation, does hereby certify that it is the owner of, and the only person or persons, corporation or corporations, having any right, title or interest in or to all of COPPERFIELD, BLOCKS 8-14, INCL., an Addition to the city of Edmond, Oklahoma, as shown and embraced in the plat records of Oklahoma County, Oklahoma.

I, the above owner of all the plat COPPERFIELD, BLOCKS 8-14, INCL., an Addition to the City of Edmond, Oklahoma, as described above, for the purpose of providing an orderly development of the addition, and for the purpose of providing adequate restrictive covenants for the benefit of themselves and their successors in title to said premises, do hereby impose the following restrictions and reservations on the above described plat, to which it shall be incumbent upon all successors in title to adhere, any person or persons, corporation, trust, partnership or other legal entity whatsoever, hereafter becoming the owner either directly or indirectly through subsequent transfer, or in any manner whatsoever, of any lot or lots, block or blocks included in said plat shall take, hold and convey the same subject to the following, to-wit:

1. No lot or lots, block or blocks in the above entitled addition shall be used for any purpose but residential.

2. All lots in the above addition, specifically restricted to use for residential purposes, are hereby reserved exclusively for single family residential purposes, together with private garages and attached servant's quarters.

3. No single family residence erected in said addition shall exceed two stories in height and no garage shall be built for less than two cars nor more than three, and shall not exceed two stories in height. However, this restriction shall not prevent the construction of "split level" or two story dwellings with unusual designs, nor attached garages with larger space than two or three car garages, provided that, before any such dwelling is commenced, written approval of the plans and specifications shall be obtained from the building committee hereinafter designated.

4. No building shall be located on any lot building site specifically restricted to use for residential purposes, nearer to the front property line as depicted on the plat. The minimum distance between the dwelling and the side property line shall be five (5) feet.

For the purpose of this covenant, eaves, steps and open porches shall not be considered part of a building provided, however, that this shall not be construed as to permit any portion of a building to encroach upon another site.

5. No residence shall be erected or altered on any building site or lot in this addition until the building plans and specifications and plot plan, showing the location of such building, have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a building committee composed of: DAVID P. ROBERTS, RUSSELL L. ROBERTS and VIRGINIA N. COZBY, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such buildings or the making of such alterations has been commenced prior to the completion thereof, such approval will not be necessary and this covenant will be deemed to have been fully complied with. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of the committee and its designated representative shall cease on or after January 1, 1994.

Thereafter, the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots or building sites in this addition, and duly recorded in the land records of said County, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the committee.

6. No business, trade or activity shall be carried on upon any residential lot or building site. No noxious or offensive activity shall be carried on upon any lot or building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any lot or building site at any time as a residence either temporarily or permanently.

8. The living floor area of any structure shall not be less than 1,700 square feet for a dwelling erected on any building site or lot.

9. No building shall ever be erected on any building site or lot unless it shall have a wood shingle, wood shake, or marble build-up roof.

However, this restriction shall not prevent the submission of specifications and plans for other types of roof coverings to the building committee mentioned herein for approval of said deviation. In the event approval is granted, in writing, by the building committee, the deviated type of roofing may be used.

10. No residence shall be constructed on any lot or building site unless it has an attached or detached garage with a capacity sufficient for two (2) cars.

11. No detached garage or other outbuildings shall be permitted in the easements reserved for utilities.

12. No mobile homes, campers, boats or trailers of any type shall be permitted to be parked in front of the building line or on any vacant lot.

13. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or building site, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

14. Copperfield, Blocks 8-14, Incl., an Addition to the City of Edmond, is a part of the greater subdivision of Copperfield within the Northeast Quarter (NE/4), Section Thirty-four (34), Township Fourteen (14) North, Range Three (3) West of the I.M., Oklahoma County, Oklahoma. In this greater subdivision, the owner proposes to have constructed and maintained a common area playground, park improvements and facilities for the use, benefit and enjoyment of the owners of all lots in Copperfield, an Addition to the City of Edmond, previously recorded in Book 50 Plats, at Page 14, and owners of all lots in Copperfield, Blocks 8-14, Incl., to the City of Edmond, previously recorded in Book 51 Plats, at Page 3, and the owner desires to provide for the preservation and maintenance of said common areas and to this end desires to subject all of the lots to the covenants, restrictions, easements, charges and liens. The owner hereby imposes upon all of the said lots in Copperfield, Blocks 8-14, Incl., an Addition to the City of Edmond, the covenants, restrictions and reservations set forth in the Declaration of Covenants and Restrictions filed for record September 13, 1983, in Book 5060 at Page 1211, which shall be binding upon all owners of all lots in Copperfield, Blocks 8-14, Incl., an addition to the City of Edmond, and their successors.

15. The covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1994 (except as otherwise specified herein) at which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots or building sites has been recorded agreeing to change said covenants in whole or in part.

16. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said subdivision to prosecute any proceeding against other persons violating or attempting to violate any such covenant to either prevent his or them from so doing and/or to recover damages, costs, fees, including attorney, fees, or other dues for such violation.

17. Invalidation of any of these covenants by judgment or Curt order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has affixed its corporate signature and seal on this 15th day of July, 1984.

Signed by David P. Roberts, President of Copperfield Investments, Inc.

**SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR COPPERFIELD**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, COPPERFIELD INVESTMENTS, INC., hereinafter referred to as "Declarant", did on the 13th day of September, 1983, file with the County Clerk of Oklahoma County, the Declaration of Covenants, Conditions and Restrictions for Copperfield;

AND, WHEREAS, said Declaration was recorded in Book 5060 at Page 1211;

AND, WHEREAS, said Declaration provides in Sections 1 and 2 of Article II for the future expansion and annexation of additional real property to Copperfield by developing additional real property located in the Northeast Quarter (NE/4) of Section Thirty-four (34), Township Fourteen (14) North, Range Three (3) West of the I.M., Edmond, Oklahoma County, Oklahoma, by the filing of a Supplemental Declaration;

AND, WHEREAS, the Declarant desires to annex an additional portion of the said Northeast Quarter (NE/4) of Section Thirty-four (34), Township Fourteen (14) North, Range Three (3) West of the I.M., Edmond, Oklahoma County, Oklahoma, to Copperfield.

NOW, THEREFORE, Declarant does hereby publish and declare that the land labeled "Copperfield, Blocks 8-14, Incl.", the plat thereof being recorded in the County Clerk's office of Oklahoma County in Book, 51 Plats at Page 3, is hereby subjected to the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions and Restrictions for Copperfield recorded in Book 5060 at Page 1211 of the records of the County Clerk of Oklahoma County, Oklahoma.

Declarant does further publish and declare that said land shall hereafter be known as COPPERFIELD, BLOCKS 8-14, INCL., to the City of Edmond, Oklahoma County, Oklahoma, according to the recorded plat thereof.

On this 15th day of July, 1984, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared DAVID P. ROBERTS, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Signed by David P. Roberts, President of Copperfield Investments, Inc., Declarant.

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR COPPERFIELD AND AMENDMENT TO OWNER
CERTIFICATE AND RESTRICTIONS OF COPPERFIELD, AN ADDITION
TO THE CITY OF EDMOND, OKLAHOMA COUNTY, OKLAHOMA
A Subdivision in the Northeast Quarter of Section 34,
T14N, R2W, I.M., Edmond, Oklahoma County, Oklahoma**

Whereas, Copperfield Investments, Inc, filed a Declaration of Covenants, Conditions and Restrictions for Copperfield, an Addition to the City of Edmond, Oklahoma County, Oklahoma, in Deed Book 5060, Page 1211, of the records Oklahoma County, Oklahoma (hereinafter referred to as the "Declaration") and an Owner's Certificate and Restrictions of Copperfield, an Addition to the City of Edmond, Oklahoma County, Oklahoma, in Book 50 at Page 14 of the records of Oklahoma County, Oklahoma (hereinafter "Owner's Certificate");

WHEREAS, J M. Roberts Construction Company is the successor in interest to Copperfield Investments, Inc.;

WHEREAS, J. M. Roberts Construction Company, as successor to Copperfield Investments, inc., is the Declarant and Developer as that term is used in the Declaration and Owner's Certificate, Under Article 11 of the Declaration, the Declarant is given the unilateral right, privilege and option to subject additional lands located within the Northeast Quarter (NE/4) of Section 34, Township 14 North, Range 3 West of the Indian Meridian (the "Addition"), to the provisions of the Declaration, including the incorporated Owner's Certificate, and the jurisdiction of the Copperfield Homeowners Association, Inc. (the "Association"), including the Association's Articles of incorporation, bylaws and Rules and Regulations, as same are from time to time established and/or amended;

WHEREAS, Declarant desires to subject to the Declaration and the jurisdiction of the Association the property described in Exhibit "A" attached hereto and made a part hereof, which property is part of the real property described in Article III of the Declaration (hereinafter referred to as the "Additional Property");

WHEREAS, Article II of the Declaration provides that Declarant can file additional and supplemental declarations with respect to additional, real property within the Northeast quarter (NE/4) of Section 34, Township 14 North, Range 3 West, Oklahoma County, Oklahoma, which declarations will be complementary in concept to the Declaration and which future declarations will provide for the addition of owners in such other areas as members of the Association and provide for additional common areas to be owned by the Association; and

WHEREAS, said right, privilege and option to annex such property exists for a period of fifteen (15) years from September 7, 1993, the date of incorporation of the Association, which event has not occurred as of the date of this Amendment,

NOW, THEREFORE, in accordance with Article II of the Declaration, the Declarant does amend and supplement the Declaration filed at Book 5050, Page 1211 of the records of the County Clerk of Oklahoma County, Oklahoma, as follows:

A. Annexation of Additional Property to Declaration. Declarant subjects the Additional Property described in Exhibit "A" hereto to the Declaration, as amended and supplemented herein, Such property shall be held, transferred, held, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens set forth in said Declaration, as amended and supplemented herein, which shall run with said property and Shall be binding on all parties having or acquiring any right, title or interest therein or any part thereof, and shall inure to the benefit of each owner thereof and such owner's heirs, devisees, personal representatives, trustees, successors and assigns, such Declaration being hereby imposed upon said Additional Property as a servitude in favor of each and every other party thereof as the dominant tenant.

B. Lots. Lot designation and the statement of its location and immediate area to which it has access and any other data necessary for its proper identification are graphically shown on the plat appended hereto and marked Exhibit "A".

C. Common Areas. Lot D, Block 20, of Blocks 15 through 20 of Copperfield, an Addition to the City of Edmond, Oklahoma, shall constitute the Common Area for the Additional Property. Said Lot shall be transferred and conveyed to the Association by the Developer. Upon such conveyance, the Association shall assume all rights and obligations in regard thereto, as more specifically set forth in the Declaration, as amended and supplemented herein.

D. Voting Rights. Each owner of a single-family residential lot, with the exception of Declarant, shall be a Class A member of the Association entitled to one vote for each lot in which he holds the interest required for membership by Article IV of the Declaration. If more than one person holds such interest in any lot, all such persons shall be members. However, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. Declarant shall be a Class B member of the Association. The Class P. member shall be entitled to one vote for each lot in which he holds the interest required for membership by Article IV of the Declaration.

E. Assessments. Class A members of the Association, by virtue of their ownership of residential lots in the additional property, shall pay assessments as Class A members of the Association in accordance with Article VI of the Declaration. Class B members shall pay an amount per lot equivalent to one-fifth (1/5) or twenty percent (20%) of the annual end special assessments for Class A members of the Association, Provided such maintenance and special assessment for Class B members shall not be imposed or increased except as provided by the provisions of Article V of the Declaration.

F. Use Restrictions. The Additional Property described on the plat appended as Exhibit "A" hereto shall be subject to the covenants and restrictions set forth in the Declaration and the covenants and restrictions imposed by Declarant in the Owner's Certificate, except as same may be modified, revised or deleted herein. Additionally, Declarant, for the purpose of providing an orderly development of the Additional Property and for the purpose of providing adequate restrictive covenants for the benefit of themselves and their successors in title to said Additional Property, does hereby impose the following restrictions and reservations in the property described in the appended plat, to which all successors in title shall adhere. Any person or persons, corporation, trust, partnership or other legal entity whatsoever hereafter becoming the owner, either directly or indirectly, through subsequent transfer, or by any manner whatsoever, of any lot or lots included in said plat, shall take, hold and convey the same, subject to the following, to-wit:

1. Use of Lots. Except as may be provided herein-below, each lot shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a lot for residential purposes shall not be considered to be a violation of this covenant so long as the lot is not owned primarily for such purpose and so long as the lease is otherwise in compliance with rules and regulations promulgated by the Association. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration, By-Laws and the rules and regulations adopted hereunder. Without the prior written consent of the Association, nothing shall be done or kept on any lot or in the Common Area or any part thereof to increase the rate of insurance on the Addition or any part thereof over what the Association, but for such activity, would pay. Noxious, destructive or offensive activity shall not be carried on in any lot or in the Common Area or any part thereof. Each owner shall refrain from any act or use of his or her lot which could reasonably cause embarrassment, discomfort or annoyance to other owners and the Association shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

2. Structure limitations. No single family residence erected in said Additional Property shall exceed two stories in height and no garage shall be built for less than two cars nor more than three, and shall not exceed two stories in height. No residence shall be constructed on any lot or building site unless it has an attached or detached garage with a capacity sufficient for two (2) cars. No detached garage or other outbuilding shall be permitted in the easements reserved for utilities. However, this restriction shall not prevent the construction of "split level" or two story dwellings with unusual designs, nor attached garages with larger space than two or three car garages, provided that, before any such dwelling is commenced, written approval of the plan and specifications shall be obtained from the building committee hereinafter designated.

3. Setback. No building structure or part thereof shall, be erected or maintained on any of the lots nearer to the front street or the side street or side building limit line than the front building limit or the side building limit line as shown on the plat. The minimum distance between the dwelling and the side property line shall be five feet (5).

For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed as to permit any portion of a building to encroach upon another site,

4. Structural Site Restrictions. The floor area of the first floor of the main structure, exclusive of porches, basements and garage(s), shall not be less than 1,700 square feet,

5. Roof Construction. Unless otherwise approved by the building committee in writing, the roof of each residential structure in the Addition, including garages, carports and detached structures, shall be constructed with Elk Prestique I type shingles, or an equivalent or superior shingle approved by the building committee, which shingles shall be of weathered wood color.

6. Architectural Control and Building Committee. No residence shall be erected or altered on any building site or lot in the Additional Property except as it is installed or approved by the Developer in connection with the initial construction of buildings in the Additional Property or until the building plans and specifications and plot plan showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision, and as to the location of the building with respect to topography and finished ground elevation by a building committee composed of : DAVID F. ROBERTS and RUSSELL L. ROUSTS, or by a representative designated by a majority of the members of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to approve or disapprove such design and location. In the event the building committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications shall have been submitted to it, approval will not be required and the owner submitting each plan and specifications shall be deemed to have complied with this provision. The building committee may act upon its own motion or upon the written request of any owner. The building committee or its representatives may institute suit to enjoin or to remove such additions, alterations or improvements, at any time, and all costs and attorney fees shall be the responsibility of the owner whose action caused such suit to be initiated. No permission or approval shall be required to rebuild in accordance with the original plans and specifications or to rebuild in accordance with the plans and specifications previously approved by the building committee. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The power and duties of the committee and its designated representative shall cease on January 1, 2003. Thereafter, the approval described in this covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots or building sites in the Additional Property, and duly recorded in the land records of said County, appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by the committee.

7. Temporary Structures. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot or building site at anytime as a residence, either temporarily or permanently. This restriction shall not apply to temporary business offices of builders.

8. Brick or Stone Construction. Unless otherwise approved by the building committee, the principal exterior of the first floor, of any residence, excluding the roof, shall be at least eighty percent (80%) brick or stone, and twenty percent (20%) may be frame wood, shingles or other materials which will blend together with the brick or stone. It is the intent of this restriction to allow panels of other materials other than brick or stone to be used, but in no event shall a continuing wall consisting of twenty percent (20%) of the exterior of the residence be built of any material other than brick or stone. This restriction is intended to restrict the principal exterior of the first floor of residences to masonry in their construction, but may be modified to allow use of other materials to blend with the masonry to eliminate repetition of design, provided such modification must be approved in writing, in advance, by the building committee. All fireplace chimneys or chases located on an exterior wall must be constructed of masonry or masonry veneer. All fireplace chimneys or chases that protrude from an interior location of a structure must be constructed of masonry or masonry veneer if such chimney or chase exceeds five feet (5') in height as measured at any point from the roof. All fireplace chimneys or chases which protrude from an interior location of the structure must be constructed of masonry or masonry veneer if the chimney or chase protrudes through the front roof span of the structure.

9. Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or building site, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

10. Nuisance. No noxious, illegal or offensive activities shall be carried on in any lot, or in any part of the property, nor shall anything be done thereon which may be or may become an annoyance of a nuisance to or which may in any way interfere with the quiet enjoyment of each of the owners of his respective lot, or which shall in any way increase the rate of insurance for the Addition, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or Which will impair the structural integrity of any building.

11. Vehicle Restrictions. No trailer, camper, mobile home, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the Additional Property, other than temporarily. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or marking of a commercial nature on such vehicles shall be unobtrusive and inoffensive as determined by the Association. No noisy or smoky vehicles shall be operated in the Additional Property. No off-road unlicensed motor vehicles shall be maintained or operated in the Additional Property, except as reasonably necessary to the execution of the rights or duties of the Association under the Declaration.

12. Signs. No signs or billboards shall be displayed to the public view on any lot except signs placed by builders or licensed realtors for the sale or rental, of property and such signs as are approved by the Association or committee appointed by the Association, Provided, an owner's 'For sale' or 'For Rent' sign, approved by the Association as to size and content, may be displayed.

13. Garbage and Refuse Disposal. All rubbish, trash and garbage shall be regularly removed and shall not be allowed to accumulate on any lot. Trash, garbage and other waste shall not be kept except in sanitary containers.

14. Parking Areas. No owner, tenant, guest or other person shall park, store or keep any motor vehicle, recreational vehicle, boat, trailer or other vehicle except wholly within the garage, carport or such other area as may be specifically designated for that purpose by the Association.

15. Above Ground Pools. No pools with a capacity of more than 100 gallons of water shall be installed, placed, erected or maintained above the surface of the ground of any lot located in the Additional Property.

16. Radio and Television Antennas. No alteration to or modification of a central radio or television antenna system or cable television system, whichever is applicable, shall be permitted and no owner may be permitted to construct, use or operate his own external radio or television antenna, including satellite dish receivers, without the written consent and approval of the Association.

17. Power Equipment. No power equipment, workshops or car maintenance shall be permitted on any lot as a commercial venture.

18. Liability of Owners for Damage to Common Area. The owner of each lot shall be liable to the Association for all damages to the Common Area or improvements thereon caused by such owner or any occupant of his lot or guest.

19. Trash and Debris. No trash, ashes or other refuse may be dumped or placed in, any vacant lot. Each owner of a vacant lot is required to keep such lot in a presentable condition or the Association may, at its discretion, mow such lot, trim trees, remove trash or refuse and, if necessary, levy an assessment upon such lot for the cost involved. Which shall constitute a lien upon such lot, to the same extent as is provided elsewhere herein with respect to other assessment.

20. Prohibition of Alteration and Improvement. No buildings, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, sheds, forts, playhouses, carport, carport cover, improvement or structure of any kind shall be commenced, erected, painted or maintained upon the Additional Property, nor shall any alteration or improvement of any kind be made thereto, until the same has been approved in writing by the building committee, or in absence of such committee, the Association, provided, this restriction shall not apply to storage sheds adjacent to residential structures which have a floor area of less than 100 square feet, a total height less than 8 feet.

21. No Warranty of Enforceability. While the maker hereof has no reason to believe that any of the restrictive covenants herein or elsewhere in the Declaration or Owner's Certificate are or may be invalid or unenforceable for any reason or to any extent, it makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any owner acquiring a lot in the Addition in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the lot, agrees to hold the maker hereof harmless therefrom.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Amendment to the Declaration of Covenants, Conditions and Restrictions for Copperfield under seal, this 20th day of May, 1992.

Signed by Russell L. Roberts, President of J. M. Roberts Construction Company

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