

STATE OF GEORGIA }

COUNTY OF CHATHAM }

Cross reference:
Deed Book 308D, Page 349

AMENDED AND RESTATED DECLARATION OF PROTECTIVE
COVENANTS AND RESTRICTIONS
COPPERFIELD PLANTATION

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR COPPERFIELD PLANTATION, made and published this 30th day of June 2021, by COPPERFIELD PLANTATION HOMEOWNERS' ASSOCIATION, INC., a Georgia nonprofit corporation (hereinafter known as "CHOA" or the "Association").

WITNESSETH:

WHEREAS, the Association is composed of the owners of Lots within the lands known as Phase I and II, COPPERFIELD PLANTATION, as shown on that plat of survey by Helmy and Associates, Inc., dated November 21, 1986, and recorded in the Office of the Clerk of Superior Court of Chatham County, Georgia, in Plat Record book 7S, Page 97, which plat by this reference is incorporated herein and made a part hereof, and is hereinafter referred as the "Plat." Said Phases I and II, COPPERFIELD PLANTATION are hereinafter referred to as the "Subdivision" and the lots in the Subdivision as shown on the Plat and as intended for individual ownership and occupancy as residential lots are hereinafter referred to as "Lots"; and,

WHEREAS, the Association caused that Declaration of Protective Covenants and Restrictions to be recorded in Deed Book 308D, Page 331 and re-recorded in Deed Book 308D, Page 349, aforesaid records (the "Declaration"), with the approval of the requisite number of voting members in the Subdivision, as evidenced by the signature pages attached to the Declaration as Exhibit A; and,

WHEREAS, Association deems it desirable to amend and restate the Declaration; and,

WHEREAS, it is to the interest and advantage of each and every person, corporation, partnership, or other entity that shall hereafter purchase any Lot in the Subdivision, to continue to provide for the administration and maintenance of the Subdivision and the Association; and,

WHEREAS, the requisite number of voting members in the Subdivision, by affirmative vote and written consent, have voted to enact this Declaration, as evidenced by Exhibit A, attached hereto and incorporated herein.

NOW, THEREFORE, for and in consideration of the premises and to the benefits to be derived by each and every subsequent owner of any Lot in the Subdivision, the Association, with the approval of the requisite number of voting members, does hereby amend, restate establish and declare the following protective covenants and restrictions to apply to all of the Lots in the Subdivision, and to all the owners hereafter owing one or more of said Lots, to wit:

1. Land Use and Building Type

- (a) No structure on any Lot shall be used for any purpose other than single family private residential use. No congregate care facility, convalescent care facility, halfway house, group home or similar group housing operation or arrangement may be permitted or maintained within any Lot. Additionally, no Lot or any portion thereof may be offered or occupied for short term or vacation rental purposes with a rental term of less than three (3) months.
- (b) Lot owners determined to be noncompliant with Paragraph 1(a), with respect to the rental restrictions described therein, shall be sent a first notice of violation without a financial penalty. Should the same Lot owner continue to engage in short-term or vacation rental of the Lot or any portion thereof, or otherwise remain in violation of Paragraph 1(a), the Board may assess the Lot and Lot owner a fine each occurrence of the violation, not to exceed \$500 per occurrence.
- (c) One (1) single family building may be erected on more than one (1) Lot but any variance from the side setback lines as shown on the Plat must be approved by the Architectural Committee in accordance with Paragraph 24 herein; and
- (d) Any building or addition or modification erected upon any Lot shall be fully completed within twelve (12) months from the date that construction commences on said Lot. For clarity, construction commences on the date of issuance of the first building permit applicable to the Lot for such building, addition or modification; and
- (e) Garages must either be a part of the main dwelling or be attached to the main dwelling by a roof. Plans for workshop/storage buildings must be approved in writing by the Architectural Committee prior to commencement of the construction. Workshops must match the main dwelling paint/stain/shingle colors.

- (f) Any fence erected on any property will be subject to the following provisions:
- (1) No fence shall exceed 6 feet in height.
 - (2) No fence can extend toward the street right of way beyond the foundation of the dwelling located on the Lot.
 - (3) No fence can be erected on lakefront Lots; provided however, a Lot owner may erect a fence: along a property line of a lakefront Lot that adjoins property owned by a governmental authority; to enclose a swimming pool if required by applicable law; or to comply with applicable law.
 - (4) No fence may be constructed or maintained that unreasonably obstructs the normal and customary view of the lake by any Lot.
 - (5) All existing fences will be permissible, however, a fence may not be modified, repaired, or replaced unless its final, post-work specifications are allowable under this section and approved by the Architectural Committee.
 - (6) All fences must be constructed of treated pine or cedar wood or such other material as approved by the Architectural Committee. In all cases chain link fences are prohibited.
 - (7) No Lot owner or tenant shall begin any fence-building project without written approval of the Architectural Committee.
 - (8) The Architectural Committee may issue guidelines detailing acceptable fence styles, colors, specifications and locations not in conflict with the foregoing provisions.
- (g) No Lot owner may commence any construction activity on any Lot or property within the Subdivision unless and until the Architectural Committee has approved in writing the plans for the construction activity. The Architectural Committee may issue a Stop Work Order, countersigned by the President, directing the Lot owner and any responsible parties to cease construction activities commenced in violation of this Paragraph and to submit written plans for the construction activity. If the Architectural Committee issues a Stop Work Order, no further work will be permitted unless and until the Architectural Committee reviews and approves written plans for the construction activity. The Architectural Committee may levy a fine of up to \$100.00 for issuing a Stop Work Order for violations of this Paragraph. In addition to the foregoing fine, should any further work continue on a Lot after such Lot owner has received notice of the Stop Work Order, the Architectural Committee may levy a daily fine at a rate of Twenty-Five Dollars (\$25.00) per day for each day the violation continues.

2. Dwelling Size

No plans will be approved unless a proposed dwelling has a minimum square footage of 1,800 square feet of enclosed dwelling area, regardless of whether or not the dwelling is on a Lot bounded by water. The term "enclosed dwelling area" as used in this Paragraph shall mean the total enclosed area within a dwelling; provided, however, that such term does not include garages, boat sheds, terraces, decks, porches, and like areas.

3. Maintenance and Nuisances

- (a) All structures, including homes, workshops, sheds, and other functional or aesthetic structures shall be maintained in a manner consistent with the Association standard and the plans approved by the Architectural Committee, including exterior surface elements such as (but not limited to) siding, roofs, stairways, windows and shutters.
- (b) All docks shall be maintained in good and usable condition consistent with the Association standard and the plans approved by the Architectural Committee. In the event a dock is determined by the Association to be in substandard condition, the Association will provide sixty (60) days' notice to the Lot Owner to either repair or remove such dock.
- (c) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Subdivision.
- (d) Landscaping, shrubbery, grass and view of lakes shall be maintained at all times. Grassed areas shall be mowed regularly; bushes, shrubbery, trees, and vines shall be trimmed and shaped. Yard debris shall be raked/vacuumed up and placed in yard trash cans or paper yard bags for county pick up. Under no circumstances will the Lot owner, tenant or landscape maintenance contractor rake or blow yard debris into the street drain culverts or the lakes. Lakefront Lot owners shall keep grass and shrubbery neatly trimmed at lake's edge. If the Association deems the landscaping maintenance of any Lot to be insufficient, the Association may contract the maintenance out and bill the Lot owner for the service, the costs of which will be a special assessment against the Lot and Lot owner. It shall be responsibility of the Lot owner to make arrangements for the removal of any debris not eligible for weekly County pickup.
- (e) No clotheslines shall be permitted.
- (f) The Association may levy a fine of Twenty-Five Dollars (\$25.00) per day on the Lot and Lot owner for any violation of this Paragraph 3 that remains uncured 14 days after notice of the violation is delivered to the Lot owner.
- (g) No debris or other objects may be discarded into the lakes.

- (h) The Chatham County Noise Ordinance shall govern noise regulation in the Neighborhood with the following exceptions, the county designated nighttime noise limits shall be in effect from 10 PM to 8 AM during the week and 10 PM to 9 AM on the weekend. These restrictions add only one (1) additional hour of the nighttime noise limits on Monday through Friday mornings (from 7 to 8 AM) and two (2) additional hours of the nighttime noise limits on Saturday and Sunday mornings (from 7 to 9 AM).
- (i) The Chatham County Open Burning Regulations shall govern open burning on all Lots.

4. Signs

No signs shall be displayed on a Lot except:

- (a) A sign identifying the Contractor and Architect during the construction/remodeling of a dwelling, provided said sign does not exceed five (5) square feet in area; and
- (b) A professionally made sign identifying the home for sale, provided said sign is 24" wide by 18" high, and is suspended from a signpost located at least eighteen (18) feet from a road.

5. Livestock, Poultry, Domesticated Animals and Fish

- (a) Pets per Lot shall be limited to not more than three dogs or five cats or fish within an aquarium or birds within an indoor bird cage. Dogs shall not be permitted by Lot Owners to roam loose on the roads or the Common Areas within the Subdivision.
- (b) No livestock or poultry of any kind shall be raised, bred, or kept on a Lot, except that no more than three (3) dogs and no more than five (5) cats may be kept on a Lot, provided that they are not kept, bred or maintained for commercial purposes. All animals must be confined to their owners' Lot unless walked on a leash. Lot owners shall be responsible for the clean-up and disposal of pet waste of their pets and those of their guests. Lot owners shall take all reasonable measures necessary to control pet noise within their Lots, on any roads and on any Common Area of the Subdivision.
- (c) All dogs permitted under Subparagraph 5(a) above must be kept either indoors or in a dog run approved by the Architectural Committee. For purposes of this Paragraph, a "dog run" means a fenced area no larger than 392 square feet and no taller than six feet. The dog run must be at the rear of the main dwelling and be completely screened from view by shrubbery. All plans for dog runs must be approved by the Architectural Committee in writing before construction begins.
- (d) No bass shall be removed from our lakes nor shall there be any deliberate fishing for bass on the bass beds between the dates of February 15 and March 31. Fishing is permitted by Lot owners only or their guests when accompanied by a Lot owner.

6. Additional or Amended Covenants

The Association shall have the right to amend this Declaration by a vote of a majority of the voting members present at a meeting of the members held subject to at least five (5) days written notice of the time, place, and purpose of such meeting to all members, provided a quorum is present as outlined in Subparagraph 21 (g) herein.

7. Enforcement

Enforcement of this Declaration, and actions against violations, thereof, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision herein. The Association will have primary responsibility for enforcing this Declaration; provided, however, a Lot owner shall have standing to enforce this Declaration.

8. Severability

Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no manner affect any of the other provisions of this Declaration, which shall remain in full force and effect.

9. Termination and Extension of Covenants

The covenants, restrictions and easements of this Declaration shall run with and bind the Subdivision and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors, and assigns, perpetually to the extent permitted by law and this Declaration. However, so long as Georgia law limits the period during which covenants restricting lands to certain uses may run, any provision of this Declaration affected by the law shall run with and bind the land so long as permitted by the law, after which time the provisions shall be automatically extended for successive periods of twenty (20) years, unless a minimum of fifty-one percent (51%) of the Owners execute a document to terminate the covenants containing a legal description of the entire area affected by the covenant, a list of all Owners affected by the covenant and a description of the covenant to be terminated or such other requirement as provided in O.C.G.A. § 44-5-60. A written instrument reflecting any termination must be recorded no sooner than, but within two (2) years immediately preceding the beginning of a twenty (20) year renewal period. Every purchaser or grantee of any interest (including, without limitation, a security interest) in any interest (including, without limitation, a security interest) in any real property subject to this Declaration, by acceptance of a deed or other conveyance, agrees that provisions of this Declaration may be extended and renewed as provided in this Section.

10. Easements

In addition to any other easement of record, the Association reserves and establishes unto itself, its successors or assigns, a perpetual, non-exclusive easement on, over and under each Lot extending ten (10) feet inward from the property lines of each Lot for the purpose of installing and maintaining utility lines and facilities, including cables, conduits, pipes, sewers, water lines and mains, and other required equipment for electric power, telephone equipment, cable television, gas, sewer, water, and for the purpose of stormwater drainage, or other public conveniences, inclusive of the right of ingress and egress for such purposes and the right to cut any trees, bushes, or shrubbery, grade the soil, or to take any other similar action reasonably necessary to provide for the exercise of the foregoing rights and easements.

11. Temporary Structures

No structure of a temporary character, including but not limited to tents and mobile homes, shall be placed on a Lot at any time; provided, however, that this prohibition shall not apply to temporary structures used by the contractor during the construction of the main residential dwelling approved by the Architectural Committee. Said construction shelters may not be used as residences or permitted to remain on a Lot after completion of construction.

12. Fuel Tanks

All fuel tanks and similar storage receptacles installed or maintained on a Lot must be located in the side or rear of the Lot, screened from view from any road or other Lot within the Subdivision (or alternatively, buried underground), comply with all setback requirements for the Subdivision, and comply with applicable law. No fuel tank or similar storage receptacle intended for permanent use may be installed on any Lot except in accordance with written plans approved by the Architectural Committee. This provision will not apply to the installation and connection of underground gas lines to any Lot from a main line for the provision of gas service by a gas utility provider.

13. Subdivision of Lots

No Lots shall be Subdivided without the prior written approval of the Association.

14. Wells

No well may be drilled, maintained or operated on a Lot without the prior approval of the Architectural Committee. In the event that approval is granted, all tanks and pumps must be appropriately screened from adjoining Lots and roads and meet all setback requirements as well as country requirements.

15. Drainage Ditches

- (a) No owner of a Lot shall take an action to change the level or courses of any drainage ditch in the Subdivision without prior approval of the Board of Directors.
- (b) The owner of any Lot that adjoins a drainage ditch or swale shall keep that portion of such drainage ditch or swale lying within or contiguous to his Lot in a clean and orderly condition and shall maintain the proper depth and grade of such drainage ditch or swale.

16. Docks

No dock shall be allowed in the Subdivision:

- (a) which has a height of more than three (3) feet above the mean high-water mark of the lake on which the dock is situated or which otherwise obstructs unreasonably the view of the Lake by adjacent Lot owners.
- (b) No dock house or other enclosed structures shall be allowed on a dock.
- (c) No Lot owner or tenant shall begin any dock-building project without the written approval of the Architectural Committee.

17. Vehicles and Equipment

- (a) Inoperable vehicles will not be permitted to remain on a Lot or in the street in front of a Lot for more than ten (10) days. No major work on any equipment, including but not limited to automobiles, shall be allowed on a Lot unless the equipment is within the confines of a structure.
- (b) No heavy equipment, commercial vehicles or commercial work trailers may be parked on any Lot overnight without the prior written approval of the Board of Directors. No Lot owner may park or store, or cause to be parked or stored, such heavy equipment, commercial vehicles, or commercial work trailers along or upon the roads or Common Areas within the Subdivision.
- (c) No trailers, boats, boat trailers or campers, or hobby/race cars may be parked on any Lot or street, except within an enclosed garage. No vehicle of any type shall be parked on grassed areas of any Lot or any Common Area within the Subdivision. Small boats/watercraft under fourteen (14) feet in length and not on trailers may be pulled up on the bank at the lakefront or tied off at the lake dock. Homeowners/ tenants shall keep small boats tied up or locked up when not in use.

18. Common Areas

The Association shall hold and maintain any real property designated or intended for the use and benefit of all Lot owners (hereinafter "Common Areas"):

- (a) The use of the Common Areas shall be restricted to the Lot owners and tenants residing in the Subdivision and members of their families residing with Lot owners, and their guests, provided the guests are accompanied by a Lot owner or a member of their family. Lot owners/tenants are responsible for the safety and conduct of their families and guests while using the Common Areas.
- (b) All open fires, fireworks/firecrackers or similar activities are prohibited in Common Areas.
- (c) All residents shall be responsible for removing any trash they create while using a Common Area.

19. Association Membership and Voting Rights

(a) The Association

The administration of the Subdivision shall be vested in the Association, and except to the extent required by applicable law or provided otherwise in this Declaration, the Association shall act through the Board of Directors and its officers.

(b) Membership

Every person who is the record owner of a fee interest in any Lot subject to this Declaration shall automatically be a member of the Association. Membership shall not include persons who hold a security interest only and the giving of a security interest shall not terminate the Lot owner's membership. Where title to a Lot is held by more than one person, each person holding such title will be a member of the Association entitled to cast the vote(s) appertaining to such members' Lot as provided herein and in the Bylaws. Ownership of a Lot shall be the sole qualification for membership in the Association, and membership shall be appurtenant to and may not be separated from ownership of any Lot. Each Lot owner shall remain a member until such time as the member ceases to own the Lot for any reason, at which time such membership in the Association will transfer to the successor or successor-in-title, as the case may be.

(c) Voting Rights

The record owner of title to a Lot shall be entitled to cast one (1) vote for each Lot owned. When more than one person holds an interest in any Lot all such persons shall be members, and the vote for such Lot may be exercised as they among themselves shall determine, but in no event shall more than (1) vote be cast with respect to any such Lot.

(d) Application of Covenants

This Declaration, and the covenants, conditions, restrictions and easements restated or established herein shall run with title to each Lot and shall burden and benefit each Lot and such other real property subject hereto. All present and future owners, tenants and occupants of any Lot shall be subject to and shall comply with the provisions of this Declaration as it may be amended from time to time. The acceptance of a deed of conveyance or the entering into of a lease or the entry into occupancy of a Lot shall constitute an acceptance by such owner, tenant or occupant of the provisions of this Declaration, the Bylaws and such rules and regulations as the Board may establish, as the same may be amended from time to time.

20. Maintenance of Common Areas, Entrances and Lighting

(a) Common Areas and Entrances

Except as otherwise provided herein, maintenance of the entrances to the Subdivision and any Common Areas shall be the responsibility of the Association.

(b) Lighting

The operation and maintenance of all street lighting in the Subdivision and lighting the entrances to the Subdivision shall be the responsibility of the Association.

21. Assessments and Quorum

(a) Creation of the Lien and Personal Obligation of Assessments

Subject to the provisions of Subparagraphs 21(i) and 21(j), each owner of any Lot, by acceptance of a Deed therefor, whether or not it shall be so expressed in any such Deed, is deemed to covenant and agree to pay the Association assessments and other charges, as hereinafter provided.

- (b) The assessments, together with such interest hereon and costs of collection thereof, as hereinafter provided, shall be a charge on and a containing lien upon the Lot against which each such assessment is made. A notice claiming such lien may be filed or record by the Association in the Office of the Clerk of the Superior Court of Chatham County, Georgia, but in no event shall any claim of lien be filed until such sum has remained unpaid for more than thirty (30) days after the same shall become due. Such a claim of lien shall also secure all assessments coming due and any grantee of title to a Lot shall be jointly and severally liable with the grantor for such portion thereof as may be due and payable at the time of a conveyance, all without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Any such grantee or a prospective purchaser of such Lot shall be entitled to a statement from the Board, signed by an officer, within ten (10) days after receipt by the Board a request therefor, setting forth the amount of the unpaid assessments against the grantor and/or the Lot, and such statement will be binding as to the stated amount of assessments and charges against the Lot owner or the Lot. The purchaser of a Lot at a foreclosure sale shall be liable only for assessments coming due after the date of such sale. In the event any such delinquent amount becomes unrecoverable due to such foreclosure sale, the Association may specially assess the balance of such unrecovered amount against all Lots in the Subdivision, including the Lot foreclosed upon.

(c) Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the owners of the Lots, and in particular, for the improvement and maintenance of the Subdivision, for services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, entrance and lighting in the Subdivision, and of the Lots, as herein provided. Such assessments shall include but shall not be limited to funds for actual costs to the Association of all administration, insurance, repairs, replacements and maintenance of any Common Areas, entrance, lighting of the Subdivision, as provided by this Declaration and may from time to time be authorized by the Association. Other activities to be paid for by means of such assessments include management fees, grass mowing, caring for grounds,

landscaping, equipment, and other charges as may be required by this Declaration for that the Association or Board shall determine to be necessary to meet the primary purposes of the Association, including the establishment and maintenance of a reserve for repairs, replacements and maintenance and ad valorem taxes;

(d) Annual Assessments

Annual assessments for each Lot shall be fixed by a vote of simple majority of the voting members present at a meeting held subsequent to at least five (5) days written notice of the time, place, and purpose of each meeting to all members, provided a quorum is present as established in Subparagraph (g) below.

(e) Special Assessments

In addition to any annual assessment authorized herein, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of any unexpected maintenance of any Common Area, entrance and lighting in the Subdivision or any capital improvement to the same, or any other item the Board determines will be better addressed outside of the regular annual budget; provided that any such special assessment shall require the affirmative vote or written consent, or combination thereof of a simple majority of the votes of the voting members present in person or by proxy at a meeting duly held subsequent to at least five (5) days written notice of the time, place and purpose of such meeting to all members, provided a quorum is present, as established in Subparagraph (g) below;

(f) Specific Assessments for Maintenance

In addition to any other remedy established by this Declaration or applicable law, in the event that the Board should determine that the need for maintenance or repair of Common Areas, including entrances and lighting, is caused by willful or negligent act or omission of an owner or occupant of any Lot, his family, guests, or invitees, then the Board may assess all of the costs of such maintenance or repair against the responsible Lot and Lot owner and shall become payable in the manner as other assessments under this Paragraph 21 without the need for any approval by the members of the Association.

(g) Quorum; Proxies

At any meeting of the members of the Association, the presence at the meeting in person or by proxy of owners of Lots entitled to cast at least fifty (50) percent of all votes (minimum of 44) of the Association shall constitute a quorum authorized to conduct business. If the required quorum is not present at the time the meeting is called to order, the members in attendance may by affirmative vote of a majority of the votes present establish a date, time and place for a subsequent meeting of the members, not sooner than three (3) days nor later than twenty (20) days after the original meeting. At such subsequent meeting, a quorum may be established by the presence in person or by proxy of owners of Lots entitled to cast at least twenty-five (25) percent of all votes (minimum of 22) of the Association. Provided a quorum is present at such subsequent meeting, the members shall

be authorized to take up and act upon any matters that could have been taken up and acted upon at the original meeting. In the event a quorum is not present at such subsequent meeting, the member may again vote to adjourn the meeting as set forth above and for each such subsequent meeting the quorum requirement will be halved for each such subsequent meeting.

To be valid, a proxy must be signed, dated, and filed with the Secretary of the Association prior to the opening of the meeting for which it is to be used. Proxies may be delivered to the Board of Directors by personal delivery, U.S. mail or facsimile transmission to any Board member or to such person as the Board may designate for the receipt of proxies. No person may exercise proxies for more than five (5) lot owners simultaneously. Proxies may be revoked only by written notice delivered to the Secretary of the Association, except that: (a) the presence in person by the giver of a proxy at a meeting for which the proxy is given shall automatically invalidate the proxy for that meeting; and (b) a later dated proxy shall automatically be deemed to invalidate any previously given proxy. A proxy holder may not appoint a substitute proxy holder unless expressly authorized to do so in the proxy.

(h) Commencement of Annual Assessments; Due Dates

The annual assessments provided for in this Paragraph shall be established on an April 1 through March 31 fiscal year basis. The first annual assessment for each Lot thus conveyed shall be adjusted according to the number of days remaining in the fiscal year at the time of conveyance. Thereafter, the Association shall fix the amount of the annual assessments against each Lot and send written notice of same to every owner subject thereto at least thirty (30) days in advance of April 1 of each year. Unless otherwise provided by the Board, the annual assessment for each Lot shall become due and payable on the first day of May and shall be paid to the Association when due without further notice from the Association.

(i) Effect of Nonpayment of Assessments; Remedies of the Association

Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof delinquent for more than ten (10) days shall incur a fee in such amount as the Board of Directors may from time to time establish, not to exceed twenty-five dollars (\$25.00) and an additional \$25 for each month thereafter that the amount remains unpaid. The Association may bring an action at law against such Lot owner to collect the same, or provided the Association has filed a lien against such Lot for the delinquency, foreclose on such lien as provided by law, and may, in either event, seek all costs of collection, including court costs and attorneys' fees equal to fifteen (15%) percent of the principal amount, together with interest at the maximum rate allowed by law. Each Lot owner, by his acceptance of a Deed to a Lot, acknowledges the right and power of the Association to take all actions authorized by law and this Declaration against him personally and against such owner's Lot for the collection of such assessments, costs and charges, including without limitation the filing of liens for such delinquencies, together with costs, charges and attorneys' fees. The Association shall have the power to foreclose on such lien as allowed

by law and bid on the Lot at any foreclosure sale, and to acquire, hold, lease, mortgage, and convey the same. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Area, entrance or lighting of the Subdivision or abandonment of his Lot.

- (j) The lien of the assessments provided for in this Paragraph shall be prior and superior to all other liens except ad valorem taxes and all sums unpaid on a first deed to secure debt of record. The sale or transfer of any Lot shall not affect any assessment lien except the sale or transfer if any Lot pursuant to the foreclosure of a first deed to secure debt thereon. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

22. Administration

(a) Responsibility for Administration

Subject to the provisions of this Paragraph, and except as otherwise expressly provided herein, the administration of the Association, the maintenance, repair and replacement of the Common Areas, entrance and lighting of the Subdivision and those acts required of the Association pursuant to this Declaration shall be the responsibility of the Board of Directors and the officers of the Association.

(b) Limitation of Liabilities; Indemnification

In accordance with the Georgia Nonprofit Corporation Code, and to the full extent allowed by Georgia law, the Association shall indemnify every person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association), by reason of the fact that such person is or was serving as a director or officer of the Association, or member of any committee thereof, against any and all expenses, including reasonable attorneys' fees actually incurred or imposed upon in connection with any action, suit, or proceeding, if such person acted in a manner reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Any indemnification shall be made by the Association only as authorized in a specific case upon a determination that indemnification of the person is proper under the circumstances.

23. Miscellaneous

Notwithstanding anything contained to the contrary, the following provisions shall control over any conflicting provisions herein.

- (a) All residential dwellings in the Subdivision must have a minimum first floor elevation of 32 inches above grade.

- (b) All residential dwellings built by contractors for resale must have the landscaping plan approved by the Architectural Committee implemented at the time of or promptly following completion of construction.
- (c) All contractors building residential dwellings in the Subdivision must provide portable toilets on the Lots on which they are working.
- (d) All garbage and yard waste cans as well as fireplace woodpiles shall be stored out of sight from the street.

24. Architectural Control

- (a) The Architectural Committee shall consist of three (3) members who shall be designated by the President. If any time the President shall fail to designate the three members of this Committee, such member or members as required to maintain the three-member Committee may be appointed by vote of the majority of the Board of Directors of the Association. An Architectural Committee member will recuse himself from any further work on a project if such member has a conflict of interest.
- (b) No building, walkway, driveway, fence, antenna, satellite dish, dock, lake bulkhead, screening device, swimming pool or other improvement shall be erected placed or altered on or adjacent to any Lot unless the construction plans, specifications, exterior colors and finishes, and a plat plan have been submitted to and approved by the Architectural Committee as to conformity and harmony of external design and general quality with the existing standards of the neighborhood , and as to the location of any improvement with respect to the topography and finished ground elevations.
- (c) The Architectural Committee's approval or disapproval, as required in this Declaration, shall be in writing. In the event the Architectural Committee fails to approve or disapprove the construction plans, specifications, exterior colors and finishes, and plat plan within thirty (30) days after the same have been submitted to it, approval of the Architectural Committee shall be deemed to have been given; provided, however, that such failure to disapprove shall not be deemed to waive compliance with this Declaration as to other matters and future events. If such approval is not sought, and construction of any such improvements is commenced, suit to halt or remove any construction will be initiated.
- (d) No alterations in the exterior appearance of any building, dock, walkway, driveway, fence, screening device, or swimming pool or other improvement on any Lot shall be made without written approval by the Architectural Committee as provided in this Paragraph.

25. Lakes

The use of the lakes located within the Subdivision shall be subject to the following rules and regulations, which shall be enforced by the Homeowners' Association.

- (a) The use of the Lakes shall be restricted to the Lot Owners/tenants residing in the Subdivision and members of the families residing with Lot owners, and their guests, provided the guests are accompanied by a Lot owner or a member of the family. Lot owners/tenants are responsible for the safety and conduct of their families and guests while using the Lakes. Children 12 years of age and under shall use approved personal flotation devices when on the lakes.
- (b) No gasoline powered motors or engines shall be allowed on the lakes.
- (c) The Association shall have the power to enact, modify and repeal rules or regulations relating to the Common Area, including the lakes. In the event of a violation of any rules or regulations relating to the Common Area, the Association shall have the right to suspend the right of a Lot Owner or his family or his guests to use the lakes.
- (d) Weed killer, pesticide, herbicide, or lawn fertilizer should not be applied within 10 feet from the lakefront.
- (e) No jumping or diving is permitted from the gazebos.
- (f) Lot owners and tenants who do not live on lakefront property may access either of the lakes via a lakefront Lot, provided that the Lot owner has granted approval of the access.

26. Satellite Dishes

Except as provided below, no satellite dish, antenna or other device used for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used, or maintained on any portion of the Subdivision, including any Lot; provided, however, that the Association shall have the right to erect, construct and maintain such devices. The following shall apply to all Lot owners:

- (a) No satellite dish, or antenna, of any kind, may be erected anywhere within the Subdivision without written approval of the Board of Directors or the Architectural Committee.
- (b) The Architectural Committee's approval or disapproval for the installation of a Direct Broadcast Satellite (DBS) dish, as required in this Declaration, shall be in writing and shall be provided without unreasonable delay in accordance with Paragraph 24 (c). The Lot Owner may hand deliver his request for approval to any representative of the Architectural Committee to expedite review after which the approval or disapproval shall be provided back to the Lot owner no later than seven (7) days after submittal.
- (c) No direct broadcast satellite dish or multi-channel multi-point distribution service (MMDS) antenna larger than 39-inches in diameter shall be placed, allowed, or maintained within the Subdivision.
- (d) DBS and MMDS satellite dishes or antennas 39-inches or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the rules and regulations of the Association, both as may be amended from time to time.

- (e) The rules and regulations of the Association permit a satellite dish to be installed as long as it is not visible from the street, is not larger than 39 inches in diameter, and is approved by the Architectural Committee. If a Lot owner desires to install a satellite dish and cannot find a suitable location within the rules and regulations of the Association, then the Architectural Committee shall work with the Lot owner to define a reasonable satellite dish location and a means for shielding the dish from the street.
- (f) In the event of a transfer of a Lot which includes the satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with this Declaration, the Bylaws and the rules and regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of satellite dish or antenna.

27. Penalties

If a remedy for non-compliant activities is not clearly specified for each Paragraph of this Declaration, the Association shall have the right to assess a Lot owner with a penalty of up to Twenty-Five Dollars (\$25.00) per day for such non-compliant activities during the period of non-compliance.

28. Repetitive Non-Compliant Activities

In the event that an Owner engages in the same non-compliant activity more than once within a rolling 12-month period, upon discovery of the subsequent noncompliance, the Association shall have the right to assess the applicable penalty without providing opportunity to cure such noncompliance.

29. Dispute Resolution Procedures


- (a) Notice of Claim. Any Person seeking to assert a Claim shall give written notice to the Board and the Person against whom the Claim is made stating plainly and concisely: (i) the nature of and parties to the Claim, (ii) the legal and factual basis of the Claim, and (iii) the Claimant's proposed resolution or remedy.
- (b) Dispute Resolution Meeting; Notice of Decision. Within 45 days after receipt of the notice of the Claim, the Board shall give notice to the Claimant, and to any other interested party of the date, time and place of a dispute resolution meeting and the substance of the Claim. The Board may, but is not required to, appoint a neutral mediator to conduct the dispute resolution meeting. Upon conclusion of the dispute resolution meeting, if no resolution has been reached by the parties, the Board shall have a reasonable time thereafter, not to exceed 15 days, to accept, compromise or deny the Claim and give notice of the decision to the Claimant in writing.

- (c) For purposes of this Paragraph 29, "Claim" means any claim, action, complaint, demand or petition by any Person relating to or arising under any of the governing documents of the Association made against the Association, or its respective officers, directors, committees, members or agents, whether or not made in any judicial, administrative or arbitral proceedings, whether for monetary damages or equitable relief, and including any claims for losses and expenses, including attorneys' fees, reasonably incurred in connection with any action, suit or other proceeding.

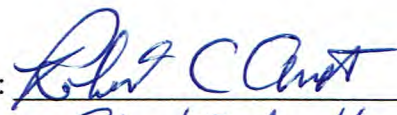
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IN WITNESS WHEREOF, the Association has executed this Declaration under seal, by and through its duly authorized officers, effective the day and year first above written.

COPPERFIELD PLANTATION HOMEOWNERS
ASSOCIATION, INC., a Georgia nonprofit
corporation

By:  (SEAL)
Name: DAVID S. WOODS
Its: President

ATTEST:

By:  (SEAL)
Name: Robert C Arndt
Its: Secretary

Signed, sealed and delivered before me


Witness


Notary Public

My Commission Expires 11.14.2024

[Affix Notary Seal]

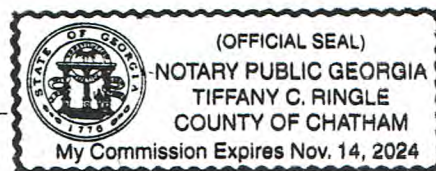


EXHIBIT A

To the Amended and Restated Declaration for Copperfield Plantation Subdivision

Vote Information

Meeting Date: June 13, 2021

2021 CHOA Covenants Vote

6/13/21

#	Street Name	Last Name	Covenants Vote	
1	Lantern Lane	Hendry	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2	Lantern Lane	Hall	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
4	Lantern Lane	Williams	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
5	Lantern Lane	Cressy	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
6	Lantern Lane	Hunt	<input type="checkbox"/> YES	<input type="checkbox"/> NO
2	Copperfield Dr S	Collins	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
3	Copperfield Dr S	Dutton	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
4	Copperfield Dr S	Murphy	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
5	Copperfield Dr S	Daniel	<input type="checkbox"/> YES	<input type="checkbox"/> NO
6	Copperfield Dr S	Ramirez	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
7	Copperfield Dr S	Sydow	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
8	Copperfield Dr S	Denmark	<input type="checkbox"/> YES	<input type="checkbox"/> NO
9	Copperfield Dr S	Armetta	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
10	Copperfield Dr S	Olsen	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
11	Copperfield Dr S	Osteen	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
12	Copperfield Dr S	Peckeroff	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
13	Copperfield Dr S	Arndt	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
14	Copperfield Dr S	Youngblood	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
15	Copperfield Dr S	Wood	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
16	Copperfield Dr S	Taylor	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
17	Copperfield Dr S	Foster	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
19	Copperfield Dr S	Floyd	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
21	Copperfield Dr S	Wilkins	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
23	Copperfield Dr S	Mayes	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
25	Copperfield Dr S	Kirkconnell	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

102	Copperfield Dr N	Houston	<input type="checkbox"/> YES	<input type="checkbox"/> NO
103	Copperfield Dr N	Portman	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
104	Copperfield Dr N	Kim	<input type="checkbox"/> YES	<input type="checkbox"/> NO
105	Copperfield Dr N	Alexander	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
106	Copperfield Dr N	Lowe	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
107	Copperfield Dr N	Corcoran	<input type="checkbox"/> YES	<input type="checkbox"/> NO
108	Copperfield Dr N	Donnelly	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
109	Copperfield Dr N	Sasser	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
110	Copperfield Dr N	Callaway	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
111	Copperfield Dr N	Toole	<input type="checkbox"/> YES	<input type="checkbox"/> NO
112	Copperfield Dr N	Wieniewitz	<input type="checkbox"/> YES	<input type="checkbox"/> NO
113	Copperfield Dr N	Douglas	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
114	Copperfield Dr N	Benton	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
115	Copperfield Dr N	Murray	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
116	Copperfield Dr N	Lucas	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
117	Copperfield Dr N	Lee	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
118	Copperfield Dr N	Mayes	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
119	Copperfield Dr N	Bovino	<input type="checkbox"/> YES	<input type="checkbox"/> NO
218	Deerwood Road	Livingston	<input type="checkbox"/> YES	<input type="checkbox"/> NO
220	Deerwood Road	Laabs	<input type="checkbox"/> YES	<input type="checkbox"/> NO
222	Deerwood Road	Huynh	<input type="checkbox"/> YES	<input type="checkbox"/> NO
224	Deerwood Road	Pascoal	<input type="checkbox"/> YES	<input type="checkbox"/> NO
226	Deerwood Road	Rogers	<input type="checkbox"/> YES	<input type="checkbox"/> NO
228	Deerwood Road	Varca	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
230	Deerwood Road	Wilkins	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
232	Deerwood Road	Madison	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
234	Deerwood Road	Carrol	<input type="checkbox"/> YES	<input type="checkbox"/> NO
236	Deerwood Road	Kelly	<input type="checkbox"/> YES	<input type="checkbox"/> NO
238	Deerwood Road	Rowland	<input type="checkbox"/> YES	<input type="checkbox"/> NO
240	Deerwood Road	Cantin	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
242	Deerwood Road	Evans	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
244	Deerwood Road	Miltnerberger	<input type="checkbox"/> YES	<input type="checkbox"/> NO

246	Deerwood Road	Rudder	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
1	East Gazebo Lane	Storck	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
2	East Gazebo Lane	White	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
3	East Gazebo Lane	Ehrhardt	<input type="checkbox"/> YES	<input type="checkbox"/> NO
4	East Gazebo Lane	Paradee	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
5	East Gazebo Lane	Gilcott	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
6	East Gazebo Lane	Morris	<input type="checkbox"/> YES	<input type="checkbox"/> NO
7	East Gazebo Lane	Roberts	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
8	East Gazebo Lane	Swenson	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
99	West Gazebo Lane	Gruendl	<input type="checkbox"/> YES	<input type="checkbox"/> NO
100	West Gazebo Lane	Groover	<input type="checkbox"/> YES	<input type="checkbox"/> NO
101	West Gazebo Lane	Yelton	<input type="checkbox"/> YES	<input type="checkbox"/> NO
102	West Gazebo Lane	Garton	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
103	West Gazebo Lane	Cantwell	<input type="checkbox"/> YES	<input type="checkbox"/> NO
104	West Gazebo Lane	Mitchell	<input type="checkbox"/> YES	<input type="checkbox"/> NO
105	West Gazebo Lane	Lindner	<input type="checkbox"/> YES	<input type="checkbox"/> NO
106	West Gazebo Lane	Murphy	<input type="checkbox"/> YES	<input type="checkbox"/> NO
107	West Gazebo Lane	Barndollar	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
108	West Gazebo Lane	Chu	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
109	West Gazebo Lane	Rich	<input type="checkbox"/> YES	<input type="checkbox"/> NO
110	West Gazebo Lane	Owusu	<input type="checkbox"/> YES	<input type="checkbox"/> NO
111	West Gazebo Lane	Young	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
112	West Gazebo Lane	Schlender	<input type="checkbox"/> YES	<input type="checkbox"/> NO
113	West Gazebo Lane	Sather	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
114	West Gazebo Lane	Greene	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
115	West Gazebo Lane	Sivils	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
116	West Gazebo Lane	Ray	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
117	West Gazebo Lane	Murphy	<input type="checkbox"/> YES	<input type="checkbox"/> NO
118	West Gazebo Lane	Gilbert	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
120	West Gazebo Lane	Dean	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO

Total Count

42 YES 14 NO