

Amended Restrictive Covenants for Copperfield Subdivision

This Amended Restrictive Covenants for Copperfield Subdivision is made effective this 3rd day of December, 2024, by Copperfield Homeowner's Association of Elkhart County, Inc. (the "Copperfield H.O.A."), by and through the Board of Directors of the Copperfield H.O.A.

WITNESSETH

WHEREAS, on the 1st day of March, 2002, the Developer recorded Restrictive Covenants for Copperfield Subdivision in the Office of the Recorder for the County of Elkhart, State of Indiana, as Instrument No. 2002-08332;

WHEREAS, since the original Restrictive Covenants for Copperfield Subdivision were recorded in the Office of the Recorder for the County of Elkhart, State of Indiana, as Instrument No. 2002-08332, the Restrictive Covenants for Copperfield Subdivision have been amended, and the amendments have been recorded, as follows:

<u>Date</u>	<u>Instrument No.</u>
December 15, 2003	2003-51837
July 22, 2004	2004-24823
July 11, 2005	2005-21448
September 20, 2005	2005-30101
September 27, 2006	2006-28602
August 17, 2007	2007-22984
November 21, 2007	2007-31999
March 30, 2009	2009-07669
April 15, 2009	2009-09317
December 5, 2014	2014-23700

WHEREAS, the Copperfield H.O.A., by its Board of Directors, desires to amend certain provisions contained in the Restrictive Covenants for Copperfield Subdivision;

WHEREAS, Paragraph No. 58 of the most recently recorded version of the Restrictive Covenants for Copperfield Subdivision provides that the Board of Directors of the Copperfield H.O.A. ("Board of Directors") shall have the exclusive right, for a period of ten (10) years from the date of the recording of the Restrictive Covenants for Copperfield Subdivision, to amend any or all of the restrictions or covenants contained in the Restrictive Covenants for Copperfield Subdivision in the best interest of enhancing the use and enjoyment of the Copperfield Subdivision and to upgrade the appearance and beauty of the Copperfield Subdivision; and

WHEREAS, in the best interest of enhancing the use and enjoyment of the Copperfield Subdivision and to upgrade the appearance and beauty of the Copperfield Subdivision, the Board of Directors desires to amend the Restrictive Covenants for Copperfield Subdivision, as provided herein;

WHEREAS, these Amended Restrictive Covenants for Copperfield Subdivision shall supersede all prior versions of the Restrictive Covenants for Copperfield Subdivision;

RESTRICTIVE COVENANTS

NOW, THEREFORE, the Copperfield H.O.A, by its Board of Directors, hereby amends the Restrictive Covenants for Copperfield Subdivision, as provided herein.

1. This Amended Restrictive Covenants for Copperfield Subdivision (the "Restrictive Covenants") shall supersede all prior versions of the Restrictive Covenants for Copperfield Subdivision. All of the lots (including, but not limited to, 1-134) of the real estate described on Exhibit "A" within the Copperfield Subdivision (the "Subdivision") shall be subject to and impressed with the covenants, agreements, easements, restrictions, limitations and charges hereinafter set forth. The Restrictive Covenants shall be considered a part of the conveyance of any lot in the Copperfield Subdivision, without being written therein. The provisions contained herein are for the expressed mutual benefit and protection of the owners, present or future, on any and all of the lots in the Subdivision; their respective heirs, successors, grantees and assigns. The owner or owners, present or future, of any lots included in the Subdivision (hereinafter referred to as the "Lot Owner" or "Lot Owners"), shall be entitled to (i) injunctive relief against any violation or attempted violation of the provisions hereof; (ii) damages for any injuries resulting from any violation hereof; and (iii) recover the costs, expenses, and reasonable attorney's fees incurred by the Lot Owner in the enforcement of the Restrictive Covenants. Under no circumstances, however, shall there be any right of reversion or forfeiture of title resulting from any violation of the Restrictive Covenants.
2. The Copperfield Architectural Control Committee (the "A.C.C.") shall be appointed for the purpose of approving or disapproving any proposed construction plans for any dwellings, buildings or structures in the Subdivision. All plans and grade levels shall be approved by the A.C.C. prior to any excavation work and throughout the planning and construction phases for any dwelling. For purposes of this agreement, the term "dwelling" shall be defined as the main residence constructed upon any lot within the Subdivision. The A.C.C. reserves the right to require exterior details, such as steeper roof pitches, porches, trim details or any other details that are deemed necessary by the A.C.C. to maintain consistency with the value of dwellings

built, or proposed to be built, in the Subdivision. The A.C.C. shall consist of a panel of three (3) persons. Each year the Board of Directors shall elect the panel of three (3) persons to serve on the A.C.C. Thereafter, members of the A.C.C. may be removed at any time by a vote of the owners of seventy-five percent (75%) of the lots in the subdivision, in which case the Board of Directors shall promptly elect another person to fill such vacancy on the A.C.C. No dwelling, building or structure shall be erected or placed on any lot until the construction plans for the dwelling, building or structure shall have been approved by the A.C.C. The plans must show floor plan, quality of construction, materials, external design, location with respect to lot lines, topography, and finished grade elevation. The A.C.C.'s approval or disapproval shall be determined by a majority vote of the members of the A.C.C. The A.C.C. shall have exclusive authority concerning the approval or disapproval of construction plans relating to any dwelling, building or structure situated within the Subdivision. Neither the A.C.C., nor any of its agents, representatives, members, affiliates, successors or assigns, shall be liable to anyone in connection with the A.C.C.'s approval, disapproval, or failure to approve any construction plans submitted for consideration by the A.C.C. Any person or entity who submits plans to the A.C.C. agrees, by the submission of such plans, that such person or entity will not bring any action or suit against the A.C.C., or its agents, representatives, members, affiliates, successors or assigns, to recover any damages. After a dwelling is first occupied, the Copperfield H.O.A. will assume responsibility for ensuring compliance with the Restrictive Covenants.

3. It is the Lot Owner's responsibility to obtain a copy of the current Restrictive Covenants, Articles of Incorporation, and By-Laws upon moving into a dwelling or owning a lot within the Subdivision. The failure to obtain copies of the foregoing documents shall not absolve any Lot Owner from adhering to the Restrictive Covenants or any resulting action by the Copperfield H.O.A. or any other Lot Owner to enforce these covenants.
4. Any violation of the Restrictive Covenants, Articles of Incorporation, By-Laws, or rules within the Subdivision will be handled in the following manner: (1) The Secretary of the Copperfield H.O.A. will notify the President of the Copperfield H.O.A. of the violation. (2) The Secretary will generate a "Warning" letter addressing the violation to be mailed to the Lot Owner. (3) The Lot Owner shall have fourteen (14) days from the date of the warning letter within which to correct the violation. (4) If the violation is not corrected within fourteen (14) days after the date of the initial warning letter, a second and final letter warning of "Legal Action" will be sent to the Lot Owner. (5) If the violation is not corrected within fourteen (14) days after the date of the second and final warning letter, a lawsuit may be filed against the Lot Owner, and a lien may be recorded against any and all lots owned by the Lot Owner, for all amounts owing to the Copperfield H.O.A. in connection with said violation. If found accountable, all costs, expenses, and attorney fees incurred by the Copperfield H.O.A. in enforcing the Restrictive Covenants, Articles of Incorporation, By-Laws, or rules within the Subdivision shall be the responsibility of the Lot Owner and shall be secured by any lien recorded by the Copperfield H.O.A. against any lots owned by the Lot Owner in the Subdivision.
5. All builders, contractors, subcontractors, Lot Owners, and other persons and entities who build in the Subdivision must adhere to all Restrictive Covenants.

6. Except for dwellings already constructed in the Subdivision, no dwelling in the Subdivision shall be permitted to have a floor area, exclusive of one (1) story open porches, breezeways and garages, of less than one thousand seven hundred and fifty (1,750) square feet for a one (1) story dwelling, nor less than two thousand (2,000) square feet for a one and one-half (1.5) story dwelling, nor less than two thousand two hundred (2,200) square feet for a two (2) story dwelling. No dwelling may exceed two (2) stories in height.
7. Except as expressly authorized herein, no building shall be erected, altered, placed, or permitted to remain on any lot in the Subdivision, other than a residential single family dwelling and a private garage for not less than two (2) cars nor for more than three (3) cars. For purposes of these Restrictive Covenants, a "residential single family dwelling" is defined as a detached building designed or occupied by one family, exclusively. For purposes of these Restrictive Covenants, "one family" is defined as one or more persons related by blood, marriage and/or adoption or a group of not more than 5 persons, excluding servants, who need not be related by blood, marriage and/or adoption but who live together and maintain a common household. Notwithstanding any provision hereof to the contrary, no sororities, fraternities or other similar organizations are permitted in any dwelling in the Subdivision.
8. No building shall be constructed closer than twenty-five (25) feet from the street line.
9. No building shall be constructed closer than ten (10) feet from the side property line.
10. All dwellings and buildings built in the Subdivision must comply with the regulations regarding sanitary facilities as set forth by the Indiana State Board of Health.
11. All improvements shall comply with the R-1 zoning regulations of Elkhart County, Indiana, as now in existence or as may be hereafter amended.
12. All improvements, including, but not limited to, each lot, shall comply with Indiana Department of Environmental Management (IDEM) Rule #5 for soil erosion control. Each Lot Owner and Lot Owner's contractor will be held responsible for compliance with IDEM Rule #5. Prior to any excavation work, each lot must have installed, at the back of any curb, a fabric silt fence which shall extend the full length of the front property line. There shall be one (1) 20' wide access area at the future location of the driveway on each building lot. It shall be each Lot Owner's and Lot Owner's contractor's responsibility to maintain silt fencing until the yard is established so as not to allow soil erosion onto curbing.
13. Once the construction of a dwelling on any lot in the Subdivision is commenced, the construction of the dwelling must be completed within nine (9) months from the date on which such construction commenced. For purposes of these Restrictive Covenants, the construction of a dwelling shall be deemed to have commenced once ground is broken on the lot on which the dwelling will be constructed. All Lot Owners have a duty to maintain their lots in compliance with these Restrictive Covenants.
14. No lot or lots in the Subdivision shall be divided in any manner whatsoever for the purpose or with the effect of affording additional building lots in said Subdivision.

15. Easements are hereby granted to the County of Elkhart, Indiana, all public utility companies including, but not limited to, General Telephone Company, Indiana Michigan Electric Company, Northern Indiana Public Services Company, and private utility companies that have a certificate of territorial authority to render service, and their respective successors and assigns, to install, place and maintain sewers, water mains, gas mains, conduits, cables, poles, land wires, either overhead or underground, with all necessary braces, guys, anchors, and other appliances, in, upon, along and over the strips of land designated on the plat and marked "Utility Easement," for the purpose of serving the dwellings and lots in the Subdivision with sewer, water, gas, electric, telephone service, etc. In addition, the utility companies described above shall have the right to use the streets at all times as necessary for any and all of the purposes aforesaid and shall have the right to trim and keep trimmed any trees, shrubs, or saplings that interfere with any such utility equipment. No permanent building shall be placed on said easement, but the easement may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easement for such public utility purposes.
16. Each individual Lot Owner must maintain the drainage system installed on his or her lot. No grading, planting, sodding, or surface covering shall be applied to the area between a front lot line and the outer edge of the street surfacing which in any manner reduces or impedes the storm drainage effectiveness (to their property or their neighbor's property) of elevations and inclines in said street as originally established by the Developer of this Subdivision. Persons altering the drainage effectiveness of the system shall be held personally liable for damages resulting from such alterations. The Copperfield H.O.A., the A.C.C., and the County of Elkhart, State of Indiana, shall have the right to maintain the drainage system, at the expense of the Lot Owner, in the event that such Lot Owner has altered or failed to maintain such drainage system. This restriction also applies to all drainage systems which are shown in the original plat of the Subdivision.
17. If a dwelling is built over the property line dividing two (2) adjoining lots, it must be so centered on the two lots such that at least twenty percent (20%) of the total length of said dwelling, including garage, extends on to each of the two (2) lots.
18. No excavated dirt or soil shall be removed from the Subdivision. All excess dirt and soil shall be placed in low lying areas as directed by the A.C.C. (if such excess dirt and soil is excavated prior to occupancy of a dwelling on the subject lot) or the Copperfield H.O.A. (if such excess dirt and soil is excavated after occupancy of the dwelling on the subject lot).
19. All basements shall have a dwelling erected upon the walls thereof within six (6) months from the date the said basement is dug.
20. Neither Renting nor Leasing of any dwelling, garage, outbuilding or lot is allowed within the Subdivision. Any contract initiated prior to the filing of these Covenants will be honored until the end of the contract period. No extension of any rental agreement will be allowed.
21. The Board of Directors of Copperfield H.O.A. shall have the authority to impose and collect annual dues. The annual dues for each lot in the Subdivision shall be determined by the Board

of Directors on an annual basis; provided, however, the total of such dues levied against each lot in the subdivision shall not exceed Two Hundred Seventy-Five Dollars (\$275.00) per lot per year. The annual dues for each lot in the Subdivision in 2025 shall be Two Hundred Ten Dollars (\$210.00). All annual dues are required to be paid in full no later than April 1st of each year. Dues are due on every lot in the Subdivision; provided, however, in the event that a dwelling is constructed over the property line dividing two (2) adjoining lots, only one set of dues shall be due on said adjoining lots from and after the date upon which the dwelling is occupied as a residence. A ten (\$10.00) dollar late fee will be assessed for every thirty (30) days after the due date until dues are paid in full. In the event that the annual dues for a particular lot are not paid in full within thirty (30) days after the date upon which such annual dues became due: (i) a lien may be recorded against any lot(s) owned by the Lot Owner(s) for the amount of such unpaid annual dues, plus costs of collection and reasonable attorneys' fees; and (ii) legal action may be initiated to collect all amounts owing by the delinquent Lot Owner(s) and to foreclose the lien securing such indebtedness.

22. No outbuildings or garage, when detached from the dwelling, may be erected on any lot until such time as there shall have been first erected thereon the dwelling. Any outbuildings or garages constructed, erected or placed on any lot in the Subdivision shall be constructed, erected or placed in a workmanlike manner. No structure of any temporary character, including, but not limited to, trailers, tents, shacks, garages, basements or other outbuildings, shall be used as a dwelling, either temporarily or permanently.
23. No storage sheds, outbuildings, garden sheds, pool or bath houses, or any other accessory buildings or structures, whether detached from or attached to the dwelling or enclosed pool, shall be permitted without the prior written consent of the A.C.C. and all contiguous residential property owners, which said consents shall not be unreasonably withheld. Within fourteen (14) days prior to construction, erection or installation of such buildings or structures, plans must be submitted to the A.C.C. for approval. Construction, erection or installation of any such buildings or structures shall not begin without prior written approval from the A.C.C. Such buildings, structures, erections or installations shall be of high quality, shall be constructed in a workmanlike manner, and shall be consistently maintained in an attractive and workmanlike manner. In the event there are no dwellings built on adjoining lots, the A.C.C. shall have exclusive authority with respect to the approval or disapproval of the plans for such buildings or structures. The exterior material on any approved storage sheds, outbuildings, garden sheds, pool or bath houses, or other accessory buildings or structures must match the exterior material on the primary dwelling on the same lot, including with respect to the size, color, and style of any brick, siding, shutters, and other exterior material on the primary dwelling.
24. Except as expressly authorized herein, no Recreational Equipment (as described further in subsection a of this paragraph), Commercial Equipment (as described further in subsection b of this paragraph), or cases or boxes used for transporting such Recreational Equipment or Commercial Equipment, whether or not containing such Recreational Equipment or Commercial Equipment, may be kept, parked, housed or stored in any open areas of this Subdivision, whether such open areas are on or off the lot of any Lot Owner.

(a) As it pertains to Recreational Equipment:

- (i) Recreational Equipment shall include but not be limited to trailers, boats, boat trailers, travel trailers, tent trailers, pickup campers, recreational vehicles, coaches designed to be mounted on automotive vehicles, and motorized dwellings;
- (ii) Notwithstanding the foregoing, Recreational Equipment may temporarily be kept, parked, housed or stored on a lot within the Subdivision for the limited purposes of loading and unloading such Recreational Equipment; provided, however, that the Recreational Equipment shall not be kept, parked, housed or stored on any lot for more than forty-eight (48) consecutive hours or on more than six (6) occasions during any calendar year; and
- (iii) No Recreational Equipment shall be used for living, sleeping, or housekeeping purposes when parked or stored on a lot or in any other location within the Subdivision.

(b) As it pertains to Commercial Equipment:

- (i) Commercial Equipment shall include but not be limited to vehicles of a type that are particularly out of place in an R-1 zoned residential subdivision (e.g., dump trucks, septic tank pumping trucks, excavators, bulldozers, bucket trucks, vacuum trucks, concrete mixers, haulers, towing and box trucks, catering/concession trailers or trucks, farm vehicles, busses, etc.);
- (ii) Commercial Equipment shall not include those types of vehicles that may be used for both commercial purposes as well as personal, household, residential, or family purposes (e.g., cars, pickup trucks, SUVs, minivans, etc.); provided, however, such vehicles must be maintained in good condition as determined by the Board of Directors; and
- (iii) The foregoing restrictions and limitations shall not apply to any vehicle, machinery or equipment temporarily parked at a lot and in use for construction, maintenance, or repair of a dwelling in the immediate vicinity of that vehicle, machinery or equipment.

25. No automotive vehicles or trailers of any kind or type, nor any parts thereof, whether operative or inoperative, without current license plates, shall be parked or stored on any lot other than in completely enclosed buildings. No non-operating vehicles of any kind or description may be kept, parked, permitted, housed or stored on any lot except if located entirely within a garage permitted herein. Any repairing, refurbishing, reconditioning or rebuilding of motor vehicles of any kind or description must take place entirely within a garage permitted herein.

26. All automotive vehicles to be parked overnight shall be located entirely within a garage or driveway. Any vehicles parked in a driveway must be operational and in good condition.

27. All driveways shall be a minimum of twelve (12) feet wide and must be constructed of concrete, which said concrete shall be at least four (4) inches thick. Circular drives in front of dwellings shall be a minimum of eight (8) feet wide.

28. Each dwelling constructed must have a mailbox of the same design and type. Mailboxes must be purchased from Gaines Manufacturing, Keystone Series, Bronze and Polished Brass (www.gainesmanufacturing.com). The address plaque must have gold numbering only. The Lot Owner will be financially responsible to replace a mailbox if the proper type and color are not fulfilled. No substitutions are allowed unless the model is no longer available, at which time the A.C.C. will determine the appropriate replacement mailbox.
29. Trash, garbage, and other waste shall be kept only in sanitary containers with tops secured in place to prevent spillage of contents. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The term waste shall include, but not be limited to, all discarded household furniture, appliances, building materials, tools, toys, automotive, and other mechanical parts, other household fixtures and equipment, or parts thereof, which are not in use within the owner's premises. Storage of such items shall be specifically restricted to the area within the dwelling or to enclosed accessory buildings such as garages, garden sheds, and storage buildings. Exterior storage of such items is specifically forbidden.
30. No burning of any kind, whether indoors or outdoors, including, but not limited to, household trash, waste, garbage, or construction material, shall be permitted anywhere within the Subdivision, regardless of whether or not incinerators are used. The use of outdoor fire pits (maximum interior diameter of forty-eight inches (48")) or outdoor fireplaces will be permitted for recreational use only.
31. No manufacturing or commercial enterprise, except model homes or homes used as temporary Subdivision sales offices, or except as otherwise expressly authorized herein, shall be maintained upon any lot in the Subdivision. No accumulations of lumber, waste, scrap metal, old automobiles, or junk shall be permitted in the Subdivision. No obnoxious, offensive or illegal activity shall occur on any of the lots in the Subdivision.
32. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets are permitted if kept, bred or maintained for non-commercial purposes and provided that such dogs, cats and other household pets are not permitted to become a neighborhood nuisance or hazard in any manner. In addition to the foregoing, dogs, cats, and household pets shall be permitted only when confined to the owner's premises or when walking off the premises on a leash. The practice of allowing pets to leave the premises unleashed is strictly forbidden. Boarding or housing of more than three (3) pets of the same kind is strictly forbidden.
33. All lots, whether developed or undeveloped, shall be properly maintained in accordance with normal accepted maintenance standards, as determined in the sole discretion of the Board of Directors, and shall be free of debris at all times. If any lawn, landscaping, or lot within the Subdivision, whether developed or undeveloped, is not properly maintained in accordance with normal accepted maintenance standards, as determined in the sole discretion of the Board of Directors, the Copperfield H.O.A. may authorize a yard maintenance company to mow, rake, trim, and remove debris from said property or lot at the expense of the Lot Owner. All rubbish, trash, garbage, debris, grass clippings, branches, leaves, yard waste, and any other waste shall

be properly disposed of and shall not under any circumstances be moved, blown, carried, deposited, dumped or relocated onto any streets, common areas, or public areas in the Subdivision or onto any lots owned by any other Lot Owners.

34. It shall be required that each Lot Owner shall have a landscaped and seeded or sodded yard within four (4) months after completion of the dwelling. If completion of the dwelling takes place between the months of November through March, the landscaping, seeding or sodding must be commenced by April.
35. An underground lawn sprinkler system shall be installed upon completion of a dwelling; provided, however, that, if the dwelling is completed in the months of November through March, the lawn sprinkler system shall be installed within one hundred twenty (120) days of the completion of the dwelling or as soon as weather permits.
36. Landscaping must be completed in front of the dwelling and on any side of the dwelling which faces the street. The landscaping must be installed and maintained in the same tasteful manner as that of the current standards in the Subdivision, as reasonably determined by the A.C.C.
37. No fences, except decorative fencing of a maximum height of two feet six inches (2'6"), are permitted in front of the rear building line of the dwelling on any lot. Rear yard fencing may have a maximum height of six feet (6'). Use of chain link or wire fences in front of said line is specifically forbidden. In addition, all fencing must have written consent from adjoining Lot Owners and the A.C.C., which said consents shall not be unreasonably withheld. In the event there are no dwellings built on adjoining lots, the A.C.C. shall have exclusive authority to approve or disapprove of any fencing.
38. All dwellings shall have installed on the premises a post light with electric eye in the front yard.
39. For purposes of this paragraph, the displaying of signs shall apply to lighted and non-lighted signs that are posted or erected on or otherwise affixed to any lot (or any trees, fences, or structures that are affixed to or otherwise a part of the lot). No sign of any kind shall be displayed to the public view on any lot excepting one (1) sign of not more than five (5) square feet advertising the property for sale or a sign of any dimension used by a builder to advertise the property during the construction and sales period. Notwithstanding the foregoing, political signs shall be permitted to be erected on lots within the Subdivision; provided, however, that such political signs shall be permitted only to the extent mandated by applicable law. Temporary signs are permitted for the purpose of advertising neighborhood social events (e.g., garage sales) or contractors performing residential services limited to the period of time in which said residential service is being performed (e.g., painting, remodeling, landscaping). Said temporary signs shall be removed within twenty-four (24) hours of the social event concluding or the residential service being completed. The Board of Directors shall have the right to remove any sign, billboard or advertising structure that does not comply with the above and shall not be subject to any liability for trespass or any other liability in connection with such removal.

40. No television or communication satellite dishes are permitted to be installed or erected on any lot, except for twenty inches (20") or smaller dishes that can be visually concealed from the street. The acceptable concealment shall be determined by the A.C.C.
41. There shall be no exterior antennas mounted to a dwelling or on a lot unless it is approved in writing by the A.C.C.
42. No wood utility poles shall be erected on any lot for any purpose, including, but not limited to, exterior lights, antennae poles, or basketball goal posts.
43. No basketball hoops or backboards shall be attached to dwellings. However, basketball hoops and backboards may be attached to metal poles that are specifically designed to support basketball hoops and backboards and which have been placed in appropriate locations on the lot.
44. No exposed fuel tanks shall be installed on any lot.
45. No vehicle of any size which is transporting or carrying flammable or explosive cargo may be parked within the Subdivision at any time.
46. Neither unlicensed drivers nor unlicensed motorized vehicles (including, but not limited to, mopeds, ATVs, 3-wheelers, and 4-wheelers) are allowed to be operated within the Subdivision. Notwithstanding the foregoing, vehicles that are specifically designed for children and that travel less than 12.5 mph may be operated on a lot in the Subdivision with the permission of the Lot Owner. In addition, and notwithstanding the foregoing, the use of a lawn mower for mowing, and excavation equipment while working on a lot, does not violate this restriction.
47. No air conditioning apparatus or evaporative cooler shall be installed on the ground in front of a dwelling. In addition, no air conditioning apparatus or evaporative cooler shall be installed on any wall or in any window of any dwelling, shed, pool house, or other accessory building or structure in such a manner that the air conditioning apparatus or evaporative cooler is visible from any street or other public or common area in the Subdivision.
48. No above ground pools are allowed on any lot in the Subdivision. Notwithstanding the foregoing, hot tubs and children's wading pools are excluded from this restrictive covenant.
49. No lot shall be used for any purpose other than as a single family dwelling. Notwithstanding the foregoing or any provision hereof to the contrary, a dwelling may be used for a home business; provided, however, that: (i) the home business is conducted entirely within the dwelling by a member or members of the immediate family residing in said dwelling; (ii) the home business is clearly incidental and secondary to the use of the dwelling for dwelling purposes; (iii) the home business does not change or alter the character or appearance of said dwelling; (iv) no sign or other advertisement for the home business may be posted or displayed in any manner that is visible from the exterior of the dwelling; (v) no employees, independent contractors, suppliers, vendors, customers, clients or other non-members of the immediate family residing in the dwelling, except mail carriers and common carriers, may visit the

dwelling for any purpose related to the home business; and (vi) no mechanical or electrical equipment may be used at the dwelling in connection with the home business unless such mechanical or electrical equipment is used in such a manner that it cannot be seen, heard, or smelled from the exterior of the dwelling.

50. Any and all committees nominated or appointed by the Board of Directors must submit proposals to the Board of Directors for approval before any action or decision of such committees shall be declared an action of the Copperfield H.O.A. or otherwise become binding on any Lot Owners, the A.C.C., the Board of Directors, or the Copperfield H.O.A. Without proper approval, the proposal/action of the committees shall be null and void.
51. The right to enforce these provisions by injunction, together with the right to cause the removal by due process of law of any non-compliant structures, is hereby vested in the Copperfield H.O.A. and each Lot Owner, and their respective successors and assigns. These Restrictive Covenants may be enforced by a civil action for damages and by any other appropriate remedy at law or in equity. If any person or persons shall violate or attempt to violate any of these Restrictive Covenants, the Copperfield H.O.A. or any Lot Owner may commence legal action against such person or persons to enforce these Restrictive Covenants and to (i) recover damages for such violation or attempted violation, (ii) to secure an injunction enjoining such violation or attempted violation; and (iii) to recover all other appropriate relief. In addition to the foregoing, if the Copperfield H.O.A. or any Lot Owner pursues legal action to enforce these Restrictive Covenants, all costs incurred in such enforcement, including reasonable attorneys' fees and court costs, shall be paid by the person or persons against whom such enforcement action is successfully brought.
52. It is expressly provided that a breach of any of these Restrictive Covenants shall not defeat or render invalid the lien of any mortgage, made in good faith, and for value, which has been validly recorded against any lot, or part thereof, in the Subdivision; however, these Restrictive Covenants shall be binding upon and effective against any and all owner(s) of any lot(s) in the Subdivision, whether such owner(s) acquired title to such lot(s) by foreclosure, trustee sale, or otherwise.
53. Failure by the Copperfield H.O.A., the Board of Directors, the A.C.C., or any Lot Owner to enforce any covenants, conditions, restrictions, limitations or provisions contained within these Restrictive Covenants shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.
54. Invalidation of any of the covenants, conditions, restrictions, limitations or provisions contained within these Restrictive Covenants by judgment of a court of competent jurisdiction shall in no way impair or affect any of the other covenants, restrictions, limitations or provisions contained herein, all of which shall remain in full force and effect.
55. These Restrictive Covenants shall run with the land and shall be binding on and inure to the benefit of all lots in the Subdivision, all Lot Owners, all persons claiming under any Lot Owner, and the representatives, heirs, successors and assigns of any Lot Owner, for a period of twenty-five (25) years from the date these Restrictive Covenants are recorded, after which time these

Restrictive Covenants shall automatically be extended for successive periods of ten (10) years, unless, in accordance with the provisions of paragraph 58 hereof, the Board of Directors or the then owners of the fee simple title of not less than seventy-five percent (75%) of the lots in the Subdivision, as the case may be, shall have amended these Restrictive Covenants to provide otherwise and recorded said amendment in the Office of the Recorder for the County of Elkhart, State of Indiana.

56. Any designated common areas shall be owned and maintained by the Copperfield H.O.A.
57. These Restrictive Covenants are applicable to, binding upon, and inure to the benefit of, all lots within the Subdivision.
58. It is expressly provided that the Board of Directors shall have the exclusive right, for a period of ten (10) years from the date of the recording of these Restrictive Covenants, to amend any or all of these Restrictive Covenants in the best interests of enhancing the use and enjoyment of the Subdivision and to upgrade the appearance and beauty of the Subdivision. Notwithstanding any contrary provision in the Articles of Incorporation of the Copperfield H.O.A., the By-Laws of the Copperfield H.O.A., or in these Restrictive Covenants, any amendment of these Restrictive Covenants by the Board of Directors shall be signed and approved in writing by not less than seventy-five percent (75%) of the members of the Board of Directors; provided, however, that no amendment of these Restrictive Covenants shall be effective unless signed and approved by a minimum of six (6) members of the Board of Directors. After ten (10) years from the date that these Restrictive Covenants are recorded, these Restrictive Covenants may be amended at any time, in whole or in part, by the recording of such amendments executed by the then owners of the fee simple title of not less than fifty-one percent (51%) of the lots in the Subdivision. Any amendment of these Restrictive Covenants shall become effective once signed and approved as set forth above and recorded in the Office of the Recorder for the County of Elkhart, State of Indiana.
59. The owner of each lot in the Subdivision, by virtue of such ownership and without further consent, shall become a member of the Copperfield H.O.A., subject to the Articles of Incorporation and the By-Laws thereof, and further subject to these Restrictive Covenants. Notwithstanding the foregoing, and regardless of the number of owners of each lot in the Subdivision, the owner(s) of each lot shall only be entitled to cast one vote per lot on any and all matters relating to the Copperfield H.O.A. or the Subdivision. The Copperfield H.O.A. shall be authorized to accept any transfer of any lands in the Subdivision from the Developer or any other person or entity to be used as common areas for the benefit of the Subdivision Lot Owners. The Copperfield H.O.A. is and shall be responsible for any common area, including lawn care, signage, mowing, snow plowing, sprinkling, maintenance and such additional general maintenance activities in the Subdivision as the Board of Directors shall approve from time to time. In addition, the Copperfield H.O.A. shall generally supervise the appearance of the Subdivision, lots, common areas, and dwellings. The Copperfield H.O.A. shall also help to resolve disputes among the Lot Owners. For a more accurate and complete description of the rights, obligations and duties of the members of the Copperfield H.O.A., all members must consult the Articles of Incorporation and By-Laws for the Copperfield H.O.A. and these Restrictive Covenants.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Amended Restricted Covenants for Copperfield Subdivision is executed effective on the ____ day of _____, 2024.

**COPPERFIELD HOMEOWNER’S ASSOCIATION
OF ELKHART COUNTY, INC. (“Copperfield H.O.A.”)**

By: _____
Printed: _____
Its: _____ Director _____

By: _____
Printed: _____
Its: _____ Director _____

By: _____
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Its: _____ Director _____

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Printed: _____
Its: _____ Director _____

By: _____
Printed: _____
Its: _____ Director _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State, personally appeared _____, in his/her capacity as a Director of the Copperfield Homeowners Association of Elkhart County, Inc., who acknowledged the execution of the foregoing instrument this _____ day of _____, 2024.

WITNESS my hand and Notarial Seal.

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State, personally appeared _____, in his/her capacity as a Director of the Copperfield Homeowners Association of Elkhart County, Inc., who acknowledged the execution of the foregoing instrument this _____ day of _____, 2024.

WITNESS my hand and Notarial Seal.

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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WITNESS my hand and Notarial Seal.

Notary Public

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) SS:
COUNTY OF ELKHART)

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WITNESS my hand and Notarial Seal.

Notary Public

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) SS:
COUNTY OF ELKHART)

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Notary Public

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WITNESS my hand and Notarial Seal.

Notary Public

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) SS:
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WITNESS my hand and Notarial Seal.

Notary Public

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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WITNESS my hand and Notarial Seal.

Notary Public

This instrument prepared by Erin E. Bantz Lee, Sanders • Pianowski, LLP, 300 Riverwalk Drive, Elkhart, IN 46516; (574) 294-1499.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. *Erin E. Bantz Lee*