



Dear Homeowner:

Harbison Development would like to welcome you as a Homeowner in Copperfield. I have enclosed a copy of the Restrictions and Protective Covenants for Copperfield Development.

This document includes information in regards to the Homeowners Association, Architectural Guidelines and other information related to Copperfield. The Copperfield Homeowners Association has been formed in order to not only maintain any landscape areas and street lights but also to enforce covenants and restrictions while building community spirit and helping to maintain and enhance property values.

During the development stage of Copperfield, Harbison Development will be managing the Copperfield Homeowners Association. The initial annual assessment was set at \$150.00 per lot. If at your closing the prorated share of the assessment was not collected, please forward that amount payable to: Copperfield Homeowners Association at our address as shown on the bottom of this letter. The amount due would be calculated as the number of months left in the year at the time of your deed conveyance times \$12.50. Each January the full assessment will be due for that calendar year.

Thank you for purchasing within a Harbison Development community. If you have any questions regarding this information please do not hesitate to contact me at (812) 923-1283.

Sincerely,

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Roger C. Harbison

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RESTRICTIONS AND PROTECTIVE COVENANTS
FOR COPPERFIELD DEVELOPMENT
(Residential and Commercial)

Harbison Development, Inc., (the "Developer") being the owner and developer of the property known as Copperfield Subdivision/Copperfield Commons/Copperfield Cove (collectively "Copperfield Development") in the Town of Georgetown, Floyd County, Indiana, of which is shown in Plat Book No. _____, Page _____, in the office of the recorder of Floyd County, Indiana, does hereby impose the following restrictions and protective covenants upon all real property comprising Copperfield Development for the mutual benefit of all persons, firms and corporations who may now or hereafter have any vested interest, legal or equitable, in any lot/parcel within Copperfield Development. These Restrictions and Protective Covenants, where not designated specifically as to "Residential" or "Commercial/Business," shall apply to the whole Copperfield Development:

RESIDENTIAL

Copperfield Subdivision and Copperfield Cove

1. Primary Use Restrictions

No lot in Copperfield Subdivision or Copperfield Cove shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including domestic servants living on the premises), not to exceed two (2) stories in height and containing a private garage for the sole use of the owner and occupants of the lots.

2. Approval of Construction and Landscape Plans.

No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing the (a) location of improvements on the lot; (b) the building elevation (including rear, front and side elevations); (c) the type of exterior material (including delivery of a sample thereof); (d) the location and size of the driveway (which shall be asphalt or concrete); and (e) the grade elevation of the foundation; shall have been approved in writing by the Developer.

In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show trees, shrubs and other plantings.

References to "Developer" in these Restrictions and Protective Covenants shall include any person, firm, corporation or association to whom Developer may assign the right of approval. References to "structure" in these Restrictions and Protective Covenants shall include any building (including a garage, fence, wall or other

improvement).

"Developer" is hereby granted the right, but is not obligated, to approve or reject all plans and specifications for the erection and /or alteration of improvements on all lots in Copperfield Subdivision/Copperfield Cove in accordance with these Restrictions and Protective Covenants.

3. Building Materials; Roof; Builder.

A. The exterior building material of all structures shall be either brick, stone, stucco, vinyl siding, wood siding or combination of the same. When brick and/or stone is utilized as the final finished exterior building material(s), it shall extend to a minimum of three (3) inches above ground level of the final/finished grade. When any other approved exterior material is utilized as the final finished exterior building material(s), it shall extend to a minimum of nine (9) inches above ground level of the final finished grade. Developer recognizes that the appearance of other exterior building materials may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

B. The roof pitch of any residential structure shall not be less than six (6) inches vertical for every twelve (12) inches horizontal.

C. The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of one year and must have supervised the construction of or built a minimum of six (6) homes. Developer makes this requirement to maintain high quality of construction within the subdivision, and reserves the right to waive these standards of experience.

4. Setbacks.

No structures shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations during the development of the subdivision. For purposes of this section, the development of the subdivision shall be from the date that these Restrictions and Protective Covenants are executed by the Developers to the date of the sale of the last remaining lot in each section of Copperfield Subdivision and/or Copperfield Cove, to any person, firm or corporation other than the Developers.

While the purpose of the setback line is to establish the closest distance a residential structure may be erected in relation to the right-of-way, it is also established as a line to determine the placement of the residential structures, as no residential structure may be

placed further than eight (8) feet behind the minimum building set back lines shown on the recorded plat.

5. Minimum Floor Areas.

A. The ground floor area of a one story house, with an attached two (2) car garage on the same level, shall be a minimum of 1250 square feet. The ground floor area of a one story house, with a two (2) car garage in the basement, in lieu of an attached garage on the same level, shall be a minimum of 1450 square feet.

B. The ground floor area of a one and one-half (1 1/2) story or two (2) story house shall be a minimum of 800 square feet, with the total floor area a minimum of 1400 square feet, when an attached two (2) car garage is on the same ground floor level. The ground floor area of a one and one-half (1 1/2) story or two (2) story shall be a minimum of 1000 square feet with the total floor area a minimum of 1600 square feet, when a two (2) car garage is located in the basement, in lieu of an attached two (2) garage on the ground floor level.

C. The required increased floor area would not apply to a home that had an attached two (2) garage in addition to a garage in the basement.

D. Finished basement areas, garages and open porches shall not be included in computing total floor area of any residential structures.

6. Style of Home.

A. All houses to be constructed within the subdivision/cove shall be one story ranches or conventional two story houses, unless otherwise approved by the Developer in accordance with Section 1 hereof.

B. No underground homes or log cabins will be allowed.

C. No mobile homes or manufactured homes will be allowed to be placed on any lot.

7. Completion Time Requirements for Construction.

A. Once construction has commenced on a lot within the subdivision, it shall be completed within twelve (12) months.

B. After the completion of a residence, the lot owner shall grade and seed or

sod the lot within three (3) months, even if the residence is not yet occupied.

C. After the completion of a residence, the lot owner (*including builders building spec homes*) shall furnish landscaping and have the driveway paved, (concrete or asphalt) within three (3) months.

D. Upon an owners failure to comply with the provisions of this Section 7, Developer, any Lot owner or any person or association to whom it may assign the right, may take action, as may be necessary, to force owner to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, including, but not limited to, reasonable attorneys' fees.

8. Garages, Swimming Pools and Driveways.

A. All lots shall have at least a two (2) car attached (at ground level) or a two (2) car garage (at basement level), but not more than a three (3) car garage, unless otherwise approved in writing by Developer or any person, firm, corporation or association to whom it may assign such right.

B. Garages, as separate structures, and any other detached building, shall be subject to prior plan approval under Section 2 hereof, and may be rejected by the Developer, as there is no absolute right to construct garages and/or outbuildings on the lots in subdivision/cove.

C. No carports shall be constructed on any lot, unless it is in addition to a private garage, and is properly approved under Section 2 hereof.

D. Any swimming pools must be fully in-ground and shall be to the rear of the lot and screened from the street and have appropriate fencing as required by local and/or state laws.

E. Driveways shall be double width, a minimum of sixteen (16) feet wide at its narrowest point or provide a turnaround or parking area for a minimum of two cars. The combination of driveway turn around or parking area provided shall accommodate off street parking for a minimum of four (4) cars.

F. Prior to the start of construction on any dwelling, the contractor and/or owner will be required to install a gravel driveway so that it can be used during construction as a temporary construction entrance. The amount of gravel to be used by the contractor and/or owner shall be sufficient quantity to keep dirt and mud from leaving the confines of the subdivision lot onto the streets.

9. Fences, Walls, Solar Units, Clotheslines, Satellite Dishes, and Mailboxes.

A. No fence, wall or hedge of any nature may be extended toward the front or side street side property line beyond the front or side wall of the residences. No fence taller than six (6) feet in height will be permitted.

B. No chain link fence shall be erected on any lot in the subdivision unless the fencing is coated with green or black vinyl or other color approved by developer or any person or association to whom it may assign the right.

C. No satellite dish/special radio-telephone transmitting antenna may be constructed or placed on any lot without prior written approval of the Developer or his authorized representative. Principal Developer concerns are with regard to location, aesthetic and effective measures to screen such equipment from public view and safety. The maximum size satellite dish allowed shall be 30" diameter.

D. No outside clotheslines shall be erected or placed on any lot.

E. No tennis court(s) shall be erected on any residential lot.

F. No solar unit may be visible from the street of said subdivision.

G. No mailboxes or paper holders shall be placed on any lot unless its design and placement are approved in writing by the developer or their assigns. All mailboxes and posts to be the same style, to be determined by the developer.

10. Gardens.

A. Vegetable gardens for private use shall be permitted only in the rear lot of a dwelling and in no event shall be greater than five hundred (500) square feet.

11. Underground Utility Service and Fuel Tanks.

A. Utility service lines serving each lot shall be underground and shall be located only in those areas reserved on the plat for utility easements. The utility easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm or corporation owning any legal or equitable interest in any lot in the subdivision without the expressed consent in writing of the utility service companies providing utility service to the subdivision.

B. All tanks used for any purpose, be it heating of a single-family dwelling or in-ground pools, must be buried.

C. Copperfield Development will be served by the Town of Georgetown Sanitary Sewer System. Each home in Copperfield Development, will be required to connect to the Town of Georgetown Sanitary Sewer System and pay all associated fees required by the Town of Georgetown.

D. No individual water system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of local and state public health officials.

12. Drainage.

Drainage of each lot shall conform to the general drainage plans of the Developer for the subdivision, and no Owner may alter the drainage of any lot in the subdivision, which affects the general drainage plans of the Developer.

13. Easements for Utilities, Sewers and Drainage.

All property in this subdivision shall be conveyed subject to the easements shown or noted on the recorded plat. The easements created on the plat grant certain rights over and across the real estate of an owner and may include, but not be limited to:

A. The right of ingress and egress over all lots to and from the easements for construction, operation, and maintenance of said facilities over and under said land which is subject to said easements.

B. The right to cut down or trim any trees within the easement.

C. The right of any utility company or agency using said easement to remove permanent obstacles within the easement.

14. Nuisances.

No noxious or offensive activities shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

15. Use of Other Structures and Vehicles.

A. No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developers, which shall be removed when construction or development is completed.

B. No outbuilding, trailer, basement, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

C. No unlicensed or inoperable trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot any time unless housed in a garage or basement for a period in excess of forty eight (48) hours. No inoperable or junk automobiles shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street. No trailer, boat, truck or other vehicle, except automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours.

D. No vehicle or trailer shall be continuously or habitually parked on any street or public right-of-way, except during periods of construction.

16. Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropraxy, osteopathy and like endeavors) shall be conducted on any lot in Copperfield Subdivision or Copperfield Cove, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of paragraph 1, a new house may be used by a builder thereof as a model home for display or the builder's own office, provided said use terminates within forty-eight (48) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any person, firm, corporation or association to whom it may assign such right.

17. Signs.

With respect to Copperfield Subdivision and Copperfield Cove, no sign for advertising or any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine (9) square feet; provided however, Developer (1) shall have the right to erect larger signs when advertising the subdivision, (2) to place signs on lot designating the lot number of the lots, and (3) following the sale of a lot, to place signs on such lot indicating the name of the purchaser of the lot. This restriction shall

not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulation.

18. Duty to Maintain Lot.

Before the date of construction of a single-family residence is started, it shall be the duty of each lot owner to keep and maintain the grass at a level not to exceed twelve (12) inches in height. From and after the date construction of a single-family residence is started, it shall be the duty of each lot owner to keep and maintain the grass on the lot properly cut and trimmed, at a level not to exceed six (6) inches in height, and also, to keep the lot free and clear from all weeds and trash, (other than normal useable building materials used during construction) and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then Developer may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse Developer for all costs incurred in taking such action. Failure to make such reimbursement shall entitle the Developer to bring an enforcement action, and the non-reimbursing owner shall be responsible for all costs of such action, including, but not limited to, reasonable attorneys' fees.

19. Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept on any lot, except in sanitary containers to be picked up regularly by an approved service provider.

20. Erosion Control.

Prior to the construction of single-family residence on each individual lot, it shall be the responsibility of the Developer, or his assigns, to maintain erosion control on each lot to prevent erosion slide into any road or curb improvements. After the transfer of ownership from Developer to resident or builder, it shall be the duty of each individual lot owner to prevent any erosion of earth onto said improvements. Should any owner fail to do so, then Developer (or any person, firm, corporation, or association to which it may assign the right) may take such actions as it deems appropriate, and immediately, upon demand, reimburse Developer or other performing parties for all expenses incurred in so doing.

21. Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets in this geographic area may be kept provided they are not kept, bred or maintained for any commercial or

breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pets.

22. Restrictions Run With Land.

Unless altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land comprising Copperfield Subdivision and Copperfield Cove and shall be binding on all parties claiming under them for a period of Thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots in Copperfield Subdivision and Copperfield Cove has been recorded, agreeing to change said covenants in whole or in part. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

23. Sidewalks

A four (4) foot concrete sidewalk, four (4) inches thick shall be constructed by the builder/owner within (3) months after completion of the residence. Said sidewalk is to be placed four (4) foot from the back of the curb, or to be in a location directed by the Developer, and to line up with other sidewalks in the subdivision, and to be approved by the Developer as to the quality and materials. Maintenance, including repair and/or replacement, of the sidewalks shall be the responsibility of the individual lot owners.

24. Plan of Development of Copperfield

Copperfield Development is a planned development of both residential and commercial sections, and such residential and commercial development sections are subject to this declaration as it pertains to common areas reflected on the plat ("Common Area"). It is intended the common areas of all sections, including commercial, are to be mutually shared by the Copperfield Homeowners Association. Each owner in all sections, including commercial, share the use of Common Areas; and such owners shall be assessed for common expenses in the same manner as all the owners in Copperfield Development.

25. Homeowners Association.

A. Membership and voting rights

1. Every owner of a lot/parcel in Copperfield Development shall be a member of the Association. Membership shall be appurtenant to and may not be

separated from ownership of any lot/parcel in Copperfield Development.

2. The Association shall have two classes of voting membership: Class A. and Class B.

Class A. Class A members shall be all owners, excepting the developer and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect for any lot. Each vote cast for a lot shall be presumptively valid. But if such vote is questioned by any member holding any interest in such lot, if all such members are not in agreement, the vote of such lot which is questioned shall not be counted.

Class B. Class B members shall be the Developer and the Class B member shall be entitled to three (3) votes for each lot owned. A Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: a. The total votes outstanding in the Class A membership of all sections of Copperfield equals the total votes outstanding in the Class B membership; or b. The 31 day of December, 2011.

B. Creation of the lien and personal obligations of the assessments.

1. The owner of any lot within Copperfield Development, including commercial lots excepting a Builder with an unoccupied spec home, by acceptance of a Deed to any such lot, whether or not it shall be expressed in such Deed, is deemed to covenant and agrees to pay to the homeowners' association an annual assessment or charge which is initially in the sum of One Hundred Fifty and no/100 Dollars (\$150.00) per lot beginning with the initial conveyance of the lot from the Developer, and a pro-rata amount being due at closing based upon a calendar year and being paid in advance. All installments thereafter shall be due January 1 in a like manner on January 1 of each year. The annual assessment, together with interest, cost, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property on which such assessment is made.

Each assessment together with interest, cost, and reasonable attorney fees shall also be the personal obligation of the person who was the owner of such property at the time the assessments are due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the Deed to such lot.

2. The purpose of the assessments levied by the homeowners' association shall be exclusively to promote the recreation, health, safety, and welfare of the residents of the development and for the improvements and maintenance of the Common Areas, any taxes or assessments imposed upon the common grounds and Copperfield Homeowners Associations insurance premiums. The assessments shall also include any and all costs for Common Area lighting (i.e. street lights, landscape lights), including, but not limited to, utilities, lease and/or purchase payments.

3. The homeowners' association, (previously referred to as the "Association") by vote of the majority of the members of said homeowners' association, may increase the annual assessment.

4. Effect of nonpayment of assessments: remedies of the Association: any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of Fifteen Percent (15%) per annum. The Association may bring an action at law against the owner primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common area or abandonment of such lot.

5. Subordination of the liens and mortgages. The liens of the assessment provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for the assessment thereafter becoming due or from the lien thereof.

6. Exempt property. All properties dedicated to and accepted by a local public authority, the common area, shown on the Plat or dedicated herein and all properties owned by the developer shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling use shall be exempt from the said assessments.

7. Notice and quorum for any action. Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to vote shall be fifty Percent (50%) of all votes of each class of membership and the same shall constitute a quorum. If the required quorum is not present at the first meeting, another meeting may be called subject to the same notice requirement. A required quorum at the

second meeting shall be one-half (1/2) of the original required quorum, or twenty-five (25%) of those entitled to vote, at the second meeting. If a required quorum is not met by the second meeting after proper notice has been given, then, in that event, the Developer may take such action as is necessary to transfer and assign its interest to the homeowners' association. No subsequent meeting shall be held more than (60) days following the preceding meeting. A majority vote of the quorum shall be required to take any action, excepting the third meeting as described herein.

8. Directors and incorporation: The homeowners' association is an unincorporated entity and has not been incorporated. The homeowners association pursuant to the regulations as set forth herein may take by proper vote the action to incorporate the homeowners association or they may decide to stay as an unincorporated entity. They may also take the action of appointing a Board of Managers to act on behalf of the homeowners association, and to set forth by-laws to guide the homeowners association and/or its Director.

9. Owners easements and rights of enjoyment: Every owner shall have the right and easement of enjoyment in and to the Common Area which right and easement shall be appurtenant to and shall pass with the title to every lot subject to the following provision:

- a. The right of the Association to dedicate or transfer any or all party of the Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds (2/3) of each class of members and recorded.

26. Invalidation.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

27. Obligation to Construct or Reconvey.

Each lot owner shall within twelve (12) months after the date of conveyance of a lot without a dwelling thereon, commence in good faith the construction of a single-family dwelling approved according to paragraph two (2), upon each lot conveyed; provided, that should said construction not commence within the specified period of time, if the lot owner has not complied with all of the restrictions herein or from this time forth does not comply with such restrictions then the Developer may elect to repurchase any and all lots on which construction has not commenced for 90% of the agreed purchase price of

said lot or lots hereunder, in which event said lot or lots to the Developer by warranty deed. Failure of the Developer to elect to repurchase any lot on which construction has not commenced under the terms of this provision shall not be deemed a waiver of the Developer's right to elect to repurchase in the future any or all of such lots on which construction has not commenced.

28. Reservation by Developer to Alter or Amend Restrictions and Protective Covenants.

The Developer, its successors and assigns, reserves the right to alter or amend these restrictions and protective covenants during the development period of each residential section of Copperfield Development (i.e. Copperfield Subdivision and Copperfield Cove). For purposes of each section, the development period shall be from the date that these restrictions and protective covenants are executed and recorded in the Office of the Recorder of Floyd County, Indiana, to the date of the recording of a deed to the first lot in each respective section of Copperfield Development to any person, firm or corporation other than the Developer.

29. Enforcement

Enforcement of these restrictions shall be proceeding of law or in equity, brought by any owner of residential real property in Copperfield Development, by the homeowners association formed under paragraph 25 or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

30. Waiver of Remonstrance

By acceptance of a deed, or other means of transfer, to any residential lot, lots or parcel of real estate in Copperfield Development, each owner waives all rights, both present and future, to remonstrate to any future development by Developer of additional sections of Copperfield Development, residential and commercial.

COMMERCIAL/BUSINESS
Copperfield Commons

1. Primary Use Restrictions

No lot shall be used except for approved business purposes that conform to uses allowed by the Georgetown Zoning Ordinance and conform to the desired uses deemed appropriate by Developer. No structure shall be erected, placed or altered or permitted to remain on any parcel, not to exceed two (2) stories in height and subject to the

approval process as herein contained.

2. Approval of Construction and Landscape Plans.

No structure may be erected, placed or altered on any lot in Copperfield Commons until the construction plans and building specifications and a plan showing the (a) location of improvements on the lot; (b) the building elevation (including rear, front and side elevations); (c) the type of exterior material (including delivery of a sample thereof); (d) the location and size of the ingress and egress, where appropriate (which shall be asphalt or concrete); (e) square footage; (f) the grade elevation of the foundation; and (g) sidewalks, when required, (*sidewalks are required along Copperfield Drive, but not along State Road 64*) shall have been approved in writing by the Developer.

In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show trees, shrubs and other plantings.

References to "Developer" in these Restrictions and Protective Covenants shall include any person, firm, corporation or association to whom Developer may assign the right of approval. References to "structure" in these Restrictions and Protective Covenants shall include any building (including a fence, wall or other improvement).

"Developer" is hereby granted the right, but is not obligated to approve or reject all plans and specifications for the erection and /or alteration of improvements on all parcels in Copperfield Commons in accordance with these Restrictions and Protective Covenants.

3. Building Materials; Roof; Builder.

A. The exterior building material of all structures shall be approved in writing by the Developer in accordance with paragraph two (2).

B. The general contractor must also be approved by the Developer to maintain high quality of construction within the Commons.

4. Setbacks.

No structures shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations during the development.

5. Completion Time Requirements for Construction.

A. Once construction has commenced on a Lot within the Commons, it shall be completed within twelve (12) months.

B. Upon an owners'/contractors' failure to comply with the provisions of this Section, Developer, any owner of a lot within Copperfield Commons or any person or association to whom it may assign the right, may take action, as may be necessary, to force owner to comply therewith, and the owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, including, but not limited to, reasonable attorneys' fees.

6. Underground Utility Service and Fuel Tanks.

A. Utility service lines (including any tanks for propane or other service providers) serving each parcel shall be underground and shall be located only in those areas reserved on the plat for utility easements. The utility easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein, and no change in the grade or elevation thereof, shall be made by any person, firm or corporation owning any legal or equitable interest in any lot in the subdivision without the expressed consent in writing of the utility service companies providing utility service to the Commons.

B. Copperfield Commons will be served by the Town of Georgetown Sanitary Sewer System. Each parcel will be required to connect to the Town of Georgetown Sanitary Sewer System and pay all associated fees required by the Town of Georgetown.

C. No individual water system shall be permitted on any lot unless such system is located, constructed, and equipped in accordance with the requirements, standards, and recommendations of local and state public health officials.

7. Drainage.

Drainage of each parcel shall conform to the general drainage plans of the Developer for the Development, and no Owner may alter the drainage of any lot in the Development, which affects the general drainage plans of the Developer.

8. Easements for Utilities, Sewers and Drainage.

All property in the Commons shall be conveyed subject to the easements shown or noted on the recorded plat. The easements created on the plat grant certain rights over and across the real estate of an owner and may include, but not be limited to:

A. The right of ingress and egress over all lots to and from the easements for construction, operation, and maintenance of said facilities over and under said land which is subject to said easements.

B. The right to cut down or trim any trees within the easement.

C. The right of any utility company or agency using said easement to remove permanent obstacles within the easement.

9. Nuisances.

No noxious or offensive activities shall be conducted on any parcel, nor shall anything be done which may be or become an annoyance or nuisance to the operation of businesses located in Copperfield Commons.

10. Signs.

No sign for advertising or any other purpose shall be displayed on any parcel or on a building or a structure on any lot, until the same is approved by the Developer.

11. Disposal of Trash.

No parcel shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall not be kept on any lot, except in approved sanitary containers/dumpsters to be picked up regularly by an approved service provider.

12. Erosion Control.

Prior to the construction of a building, it shall be the responsibility of the Developer, or his assigns, to maintain erosion control on each lot to prevent erosion slide into any road or curb improvements. After the transfer of ownership from Developer, it shall be the duty of each individual lot owner to prevent any erosion of earth onto said improvements. Should any owner fail to do so, then Developer (any lot owner or any person, firm, corporation, or association to which it may assign the right) may take such actions as it deems appropriate, and immediately, upon demand, reimburse Developer or other performing parties for all expenses incurred in so doing.

13. Restrictions Run With Land.

Unless altered or amended under the provisions of this paragraph, these commercial business covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of Thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then owners of the lots within Copperfield Commons has been recorded, agreeing to change said covenants in whole or in part. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violation shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions. Prior to the expiration of the initial thirty (30) year term, these Covenants and Restrictions may be amended by the affirmative vote of seventy-five (75%) percent of the owners of lots within Copperfield Commons, provided, however, that if such amendment affects any Common Area, such amendment must be approved by the affirmative vote of seventy-five (75%) percent of the owners, of all lots within the Copperfield Development.

14. Plan of Development of Copperfield

Copperfield Development is a planned development of both residential and commercial sections, and such residential and commercial development sections are subject to this declaration as it pertains to common areas reflected on the plat. It is intended the common areas of all sections of the development, including commercial, are to be mutually shared by the Copperfield Homeowners Association. Each owner in all sections, including commercial, shall share the use of the Common Areas; and such owners shall be assessed for common expenses in the same manner as all the owners in Copperfield Development. Such assessment is reflected in the homeowners association assessment.

In addition to the homeowners association of the Development, those owners of real estate in the commercial portion of Copperfield to be known as Copperfield Commons shall also share in the common expense of the separate common areas of the commercial development, including, but not limited to, maintenance of landscaping driveway and/or ingress/egress easements within Copperfield Commons, and shall also be members of Copperfield Commons' Business Association.

15. Copperfield Commons Business Association.

A. Membership and voting rights

1. Every owner of a lot/parcel, which situated within Copperfield Commons

shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot/parcel within Copperfield Commons.

2. The Association shall have two classes of voting membership: Class A. and Class B.

Class A. Class A members shall be all owners of property within Copperfield Commons, excepting the developer and shall be entitled to one vote for each lot owned. When more than one person owns an interest in any commercial lot, all such persons shall be members. The vote for such commercial lot shall be exercised as they among themselves agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect for any commercial lot. Each vote cast for a commercial lot shall be presumptively valid. But if such vote is questioned by any member holding any interest in such lot, if all such members are not in agreement, the vote of such lot which is questioned shall not be counted.

Class B. Class B members shall be the Developer and the Class B member shall be entitled to three (3) votes for each commercial lot owned. A Class B membership shall cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: a. The total votes outstanding in the Class A membership of all sections of Copperfield Development equals the total votes outstanding in the Class B membership; or b. The 31st day of December 2011.

- B. Creation of the lien and personal obligations of the assessments.

1. The owner of any lot within the Commons by acceptance of a Deed to any such lot/parcel, whether or not it shall be expressed in such Deed, is deemed to covenant and agree to pay an annual assessment or charge which initially shall not exceed Five Hundred Dollars (\$500.00) per lot/parcel beginning with the initial conveyance of the lot/parcel from the Developer, and to be paid at closing and prorated each calendar year. Thereafter, the amount shall be due on January 1 of each year. The annual assessment, as herein contained, includes that portion due the homeowners association of Copperfield Development, together with those amounts which would be due Copperfield Common's Business Association for the commercial section for maintenance, snow removal etc., of those Commercial Common Areas. The annual assessment, together with interest, cost, and reasonable attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property on which such assessment is

made. Each assessment together with interest, cost, and reasonable attorney fees shall also be the personal obligation of the owner of such property at the time the assessments are due. The personal obligations for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in the Deed to such lot/parcel.

2. The purpose of the assessments levied by the homeowners association shall be for purposes of maintenance and sharing expenses of all common areas of Copperfield Development, while the purpose of those assessments levied by the Commons' Business Association shall be exclusively to promote the health, safety, and welfare of the occupants of businesses within Copperfield Commons, and for the improvements and maintenance of those Common Areas located in Copperfield Commons, any taxes or assessments imposed upon the common grounds and Copperfield Commons and any insurance premiums which may be associated therewith.
3. The Commons Business Association, by vote of the majority of the members of said Association, may increase the annual assessment as it pertains to Copperfield Commons. Such increase/change shall in no way affect the assessment levied by the residents and/or the homeowners association, and is only applicable to those owners in Copperfield Commons.
4. Effect of nonpayment of assessments: remedies of the Common's Business Association: any assessments not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of fifteen Percent (15%) per annum. The Common's Business Association may bring an action at law against the owner primarily to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common area or abandonment of such lot.
5. Subordination of the liens and mortgages. The liens of the assessment provided for herein shall be subordinated to the lien of any first mortgage in existence at the time that the assessment becomes a lien. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to any mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payment which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for the assessment thereafter becoming due or from the lien thereof.

6. Exempt property. All properties dedicated to and accepted by a local public authority, the Commercial Common Area, and all properties owned by the Developer shall be exempt from the assessment created herein, except no land or improvements devoted to dwelling or commercial use shall be exempt from the said assessments.
7. Notice and quorum for any action. Written notice of any meetings called for the purpose of taking any action shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cause fifty percent (50%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement. And a required quorum at the subsequent meeting shall be twenty-five (25%) for the required quorum at the preceding meeting. No subsequent meeting shall be held more than (60) days following the preceding meeting. A majority vote of the quorum shall be required to take any action.
8. Directors and incorporation: The Commons Business Association is an unincorporated entity and has not been incorporated. The Commons Business Association pursuant to the regulations as set forth herein may take by proper vote the action to incorporate the Commons Business Association or they may decide to stay as an unincorporated entity. They may also take the action of appointing a Board of Directors to act on behalf of the Commons Business Association, and to set forth by-laws to guide the Association and/or its Director.
9. Owners easements and rights of enjoyment: Every owner shall have the right and easement of enjoyment in and to the Commercial Common Areas which right and easement shall be appurtenant to and shall pass with the title to every lot subject to the following provision:
 - a. The right of the Commons Business Association to dedicate or transfer any or all party of the Commercial Common Area to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer is signed by two-thirds ($\frac{2}{3}$) of each class of members and recorded.

16. Invalidation

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

17. Enforcement

Enforcement of these restrictions shall be proceeding of law or in equity, brought by any owner of real property in Copperfield Commons, by the association formed hereunder or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration or to recover damages.

18. Access Easement

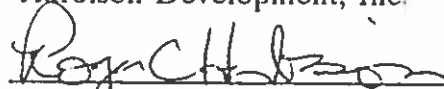
Excepting Lot #2, each parcel/lot in Copperfield Commons shall be accessed solely by an access easement granting two (2) separate means of ingress and egress to each parcel/lot, the same being shown on the plat, incorporated herein by reference. Any conveyance of Lot #2 of Copperfield Commons from the Developer shall be subject to the easement for access to Lots # 1 and #3, and shall be subject to the shared maintenance of the same. Said access easement shall be deemed to be a Commercial Common Area of Copperfield Commons for purposes of these restrictions.

19. Waiver of Remonstrance

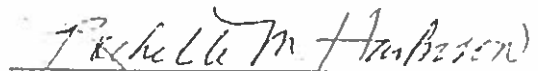
By acceptance of a deed or other means of transfer, to any lot, lots or parcels of real estate in Copperfield Development, each owner waives all rights, both present and future, to remonstrate to any future development by Developer of additional sections of Copperfield Development, residential and commercial.

IN WITNESS WHEREOF, HARBISON DEVELOPMENT, INC. by its duly authorized officers, has subscribed its name this 22nd day of March, 2002.

Harbison Development, Inc.



Roger C. Harbison, President



Rochelle M. Harbison, Sec/Tres

STATE OF INDIANA :

SS:

COUNTY OF FLOYD

Before me, a Notary Public, in and for said County and State, personally appeared Roger C. Harbison and Rochelle M. Harbison, husband and wife, and acknowledge the execution of the foregoing Restrictions as their free and voluntary act and deed for the uses and purposes expressed therein.

WITNESS my hand and seal, this 22 Day of March, 2002.

Melanie P. Prid
Notary Public

Melanie P. Prid
Printed Signature

My commission Expires:

April 13, 2008

THIS INSTRUMENT PREPARED BY:

JOHN A. KRAFT, Attorney

js108copperfield.res
revised 09/25/01
revised 11/26/01
further revised 03/08/02 js11copperfield.res
new revisions 03/18/02 js12copperfield.res