

Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Copperfield Place

003-52-0681

This Amended and Restated Declaration (this "Declaration") is made on SEP 30 1991 by Friendswood Development Company ("Declarant"), an Arizona corporation, together with those other persons whose names are subscribed to this Declaration (the "Subscribers").

Declarant and the Subscribers are the owners of property in Harris County, Texas (the "Property") that has been platted and subdivided into the following subdivisions, all previously made subject to the Declaration of Covenants, Conditions, and Restrictions for Copperfield Place, Section One ("Original Declaration"), recorded under Clerk's File No. G701315 in the Harris County Real Property Records:

104.35
1
620

<u>Copperfield Place</u>	<u>Volume</u>	<u>Page</u>	<u>Declaration and Annexation Instruments Real Property Records Clerk's File No.</u>
Section One*	303	51	G701315
Section Two**	310	21	H685476
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Section Five	311	59	H817452
Section Eight	346	132	M959088

The Property was intended to be and has been developed as a residential and commercial subdivision, in accordance with a uniform plan of development for the land, including assessments, conditions, covenants, easements, reservations, and restrictions designed to govern, control, and preserve the values and amenities of the Property for the development, improvement, sale, use, and enjoyment of the subdivision for residential and commercial purposes, the uniform plan of development having been imposed by the Original Declaration.

The Copperfield Place Property Owners Association, Inc. (the "Association"), a Texas non-profit corporation, was previously incorporated to administer and enforce the preservation of the values and amenities of the Property, and the Declarant has previously delegated and assigned to the Association the powers of administering and enforcing the assessments, conditions, covenants, easements, reservations, and restrictions, including levying, collecting, and disbursing the assessments, pursuant to the Original Declaration.

Declarant has, concurrently with the filing of this Declaration in the Harris County Real Property Records, sold and conveyed certain acreage out of Copperfield Place, Sections Three, Four, and Five to Standard Pacific of Texas, L.P., a Delaware limited partnership ("Standard Pacific"), for development as a single-family residential subdivision, which land is described in Exhibit A, attached. Standard Pacific is one of the Subscribers to this Declaration.

- * corrected plat; original plat recorded at volume 296, page 11
- ** partially replatted as Copperfield Place Section Seven, recorded at volume 333, page 62

which land is described in Exhibit A, attached. Standard Pacific is one of the Subscribers to this Declaration.

It is the desire of Declarant and the Subscribers to amend and restate the Original Declaration in order to provide for assessments and use restrictions applicable to the portion of the Property to be developed for single-family residential purposes; reorganize the responsibilities of the Association for these purposes; restate the provisions applicable to the Commercial Units; and provide for ease of reference to the restrictions, covenants, and conditions that are applicable to and enforceable against the land.

Now therefore, pursuant to Article VI, Section 3 of the Original Declaration, the Original Declaration is amended and restated by this Declaration, and Declarant declares, and the Subscribers concur, that the Property shall be developed, improved, sold, used, and enjoyed in accordance with, and subject to, the following plan of development, including the assessments, conditions, covenants, easements, reservations, and restrictions hereinafter set forth, all of which are hereby adopted for, placed upon, and confirmed for the Property and shall run with the land and be binding on all parties, now and at any time hereafter, having or claiming any right, title, or interest in the Property or any part thereof, their heirs, executors, administrators, successors, and assigns, regardless of the source of, or the manner in which any such right, title, or interest is or may be acquired, and shall inure to the benefit of each Owner of any part of the Property and that this Declaration, as amended and restated, shall reflect the terms and conditions thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Copperfield Place Property Owners Association, Inc., a nonprofit corporation incorporated under the laws of the State of Texas, and its successors and assigns.

Section 2. "Board" shall mean and refer to the duly elected Board of Directors of the Association.

Section 3. "Building Height" shall mean and refer to the distance from the highest finished grade to the top of the roof or parapet wall, whichever is the higher.

Section 4. "Commercial Unit" shall (a) mean and refer to a portion of the Property within Copperfield Place containing ten thousand (10,000) square feet of land area (exclusive of any land located within the Transcontinental Gas Pipeline Corporation easement recorded under Clerk's File No. E771313, Film Code No. 141-11-0455 in the Harris County Real Property Records); and (b) be the basis for voting rights in and assessment by the Association for land within Copperfield Place.

Section 5. "Common Area" shall mean and refer to all real property owned in fee or held in easement by the Association for exclusive common use and enjoyment of the Members or a class of Members and shall include areas conveyed or to be conveyed by deed or easement to and accepted by the Association.

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Section 6. "Copperfield Place" shall mean and refer to all of the Property except the land described as the Village.

Section 7. "Copperfield Place ARC" shall mean and refer to the Architectural Review Committee established for Copperfield Place as hereinafter set forth.

Section 8. "Copperfield Place Council" shall mean and refer to the committee of the Association consisting of five members, being persons initially appointed by the Declarant and thereafter elected by vote of the Commercial Units, which committee shall have responsibility for administering the Copperfield Place Account and the use restrictions applicable to Copperfield Place and for operation and maintenance of the Common Area located in Copperfield Place.

Section 9. "Declarant" shall mean and refer to Friendswood Development Company and its successors and assigns.

Section 10. "Lot" shall mean and refer to any plot of land located in the Village upon which there has been or will be constructed a single family residence, as indicated on the recorded plat or plats of such land or, if no plat(s) has been recorded, on the preliminary plat(s) or plan proposed by the Owner of such land until a plat or plats are recorded.

Section 11. "Landscape" and "Landscaping" shall mean and refer to the planting of trees, shrubs, small scale foliage, and grass in open space areas.

Section 12. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

Section 13. "Open Space" shall mean and refer to an unpaved area not used for vehicular access, parking, or building slabs or foundations.

Section 14. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to the surface estate in any Lot or Commercial Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "Property" shall mean and refer to the land in the subdivisions listed in the second paragraph of this Declaration, including replats of those subdivisions, and any other lands which may hereafter be made subject to this Declaration.

Section 16. "Recreation Facilities" shall mean and refer to that portion of the Common Area comprised of the park, recreation, and pool facilities to be constructed in the Village, to be conveyed to and accepted by the Association, and operated and maintained with funds out of the Village Account. Recreation Facilities shall be Common Area, but use of the Recreation Facilities shall be restricted to the Owners of the Lots and their guests.

Section 17. "Restrictions" shall mean and refer to those certain covenants, conditions, reservations, and restrictions hereinafter set forth.

Section 18. "Subscriber" shall mean and refer to Standard Pacific and those other persons whose names are subscribed to this Declaration, each being the Owner of land located within the Property.

Section 19. "Tract" shall mean and refer to each parcel of land located in Copperfield Place, separately described in a deed of conveyance from Declarant to an Owner.

Section 20. "Village" shall mean and refer to that portion of the Property described on Exhibit A which is planned for development for single-family residential purposes and adjacent reserves restricted to use other than commercial, generally referred to as Copperfield Place Village, and any other land added or annexed to the Village in accordance with the provisions hereof.

Section 21. "Village ARC" shall mean and refer to the Architectural Review Committee established for the Village as hereinafter set forth.

Section 22. "Village Council" shall mean and refer to the committee of the Association consisting of three members, being persons initially appointed by Standard Pacific and thereafter elected by vote of the Owners of the Lots, which committee shall have responsibility for administering the Village Account and the use restrictions applicable to the Village and for operation and maintenance of the Recreation Facilities and Common Area located in the Village.

ARTICLE II

ORGANIZATION OF THE ASSOCIATION

This Declaration is amended and restated because Declarant has concurrently with the filing hereof sold and conveyed the land comprising the Village to Standard Pacific for development as a single-family residential community. Because the uses of the land in the Village and in Copperfield Place are and will be different and the interests of the Owners in each area may differ from time to time, it is the intent of Declarant and the Subscribers, including Standard Pacific, that the administration and activities of the Village be separate and apart from the administration and activities of Copperfield Place, except for the Association's general administrative responsibilities and obligations, if any, to make certain payments to the Copperfield Community Association, Inc. for services to be provided to the Owners. This Declaration is organized and shall be interpreted to accomplish that intent. The Board and each Council are directed to conduct their respective activities to facilitate the separate operation and administration of Copperfield Place and the Village by the Copperfield Place Council and the Village Council, respectively.

ARTICLE III

PROPERTY RIGHTS

Section 1. The Association. The Association is hereby granted an easement and right-of-way in and to the Common Area for the purposes stated in the definition of Common Area set forth hereinabove, subject to the provisions of these restrictions.

Section 2. Owner's Easement of Enjoyment. Every Owner shall have the right to an easement of enjoyment in and to any Common Area and Association facilities (except that only the Owners of the Lots and their guests shall have the right to use the Recreation Facilities), which right shall be appurtenant to and shall pass with the title of every Lot or Tract, as applicable, subject to the following provisions:

- a. The Village Council and the Copperfield Place Council shall each establish operating procedures, rules, and regulations for the Common Area within their respective jurisdictions and shall administer their operation out of the assessments allocated to the Account administered by each; may charge reasonable admission and other fees for the use of any recreational or other facility situated upon the Common Area within their respective jurisdictions; shall regulate the time and circumstances for Members' use of these facilities; and may limit the number of Members' guests.
- b. The Board shall, upon resolution by the Council with jurisdiction over a Member's Lot or Commercial Unit, suspend a Member's voting rights and right to use the Common Area and Association's facilities during any period in which the Member is in default in the payment of any assessment or charge levied by this Declaration and the Association and for any infraction of the Association's published rules and regulations.
- c. The Association shall, when so instructed by two-thirds (2/3) of the votes of the Owners of the Commercial Units or two-thirds (2/3) of the votes of the Owners of the Lots, as applicable, dedicate or transfer all or any part of the Common Area within Copperfield Place or the Village, respectively, to a public agency or authority for the purposes and subject to such conditions as have been approved. Dedication of easements for public utility purposes may be approved by the Board upon recommendation of the Council within whose jurisdiction the subject land is located, and does not require the approval of the Members.
- d. An Owner may not plant, place, fix, install, construct, or remove any vegetation, hedge, tree, shrub, fence, wall, structure, or improvement on the Common Area, either in whole or in part, without the prior written consent, of the Council with jurisdiction over the Common Area. The Village Council or the Copperfield Place Council, as applicable, may, without liability to the Owner or Owners, remove anything placed on the Common Area in violation of the provisions of this sub-section and recover the cost of such removal from the Owner(s) responsible.

Section 3. Recreation Facilities. The Recreation Facilities are solely for the use of the Owners of the Lots and their guests. The Village Council shall establish operating procedures, rules, and regulations; shall administer and operate the Recreation Facilities out of the assessments allocated to the Village Account; may charge reasonable admission and other fees for the use of any recreational or other facility situated upon the Recreation Facilities; shall regulate the time and circumstances of use of these facilities by Members and their guests; and may limit the number of Members' guests. The Association shall

accept conveyance of the Recreation Facilities and any other Common Area in the Village upon request by Standard Pacific and will thereafter maintain such property and all improvements thereupon.

Section 4. Delegation of Use. Any Owner may delegate the right of enjoyment to the Common Area,, and as applicable, the Recreation Facilities, to the members of the Owner's family, tenants, guests, or contract purchasers who reside on the Property, but no transfer shall relieve the Owner of responsibility for the actions of persons to whom the right is transferred.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership; Classes of Memberships. Every person or entity who is a record Owner of fee simple title to the surface estate of any Lot or Commercial Unit shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot or Commercial Unit owned. Membership shall be appurtenant to and may not be separated from ownership of the land, which shall be the sole qualification of membership. One class of membership in the Association shall be composed of the Owners of the Commercial Units, and the other class of membership shall be composed of the Owners of the Lots.

Section 2. Voting Rights.

- a. **The Association.** A majority vote by each class of membership in the Association is required to approve any matter of the Association that requires a vote of the Members. For each such matter, the Owners of the Lots and Commercial Units shall have the same number of votes within their respective class as for matters coming before their respective Council.
- b. **Copperfield Place Council.** The Owners of the Commercial Units shall be entitled to one vote for each Commercial Unit owned in matters of the Copperfield Place Council that require the vote of such class of Members.
- c. **Village Council.** The Owners of the Lots shall be entitled to one vote for each Lot owned in matters of the Village Council that require the vote of such class of Members.
- d. **How Votes Are Cast.** When more than one person or entity owns a Lot or Commercial Unit, the vote shall be exercised as they among themselves shall determine. No partial votes may be cast, and voting privileges may be suspended with respect to any Lot or Commercial Unit for which any assessment, either annual or special, has not been paid by the due date as determined herein.
- e. **Standard Pacific.** It is contemplated that 265 Lots will be developed in the Village. Notwithstanding the foregoing provisions concerning votes by Owners of the Lots, Standard Pacific shall have 795 votes in matters of the Village Council

that require the vote of the class of Members comprised of the Owners of the Lots and on matters of the Association that require the vote of its Members, its votes, however, being reduced in the future by three upon each sale of a Lot to a third party. In the event a different number of Lots are platted by Standard Pacific, the number of votes allocated to Standard Pacific will be adjusted so as to be based on the actual number of platted Lots.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant hereby covenants, and the Owner of any Lot or Tract by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- a. annual assessments, and
- b. special assessments.

The annual and special assessments, together with late charges and reasonable attorney's fees as necessary for collection, shall be a charge on the land and shall be a continuing lien upon each Lot or Commercial Unit against which each such assessment is made. Each such assessment, together with late charges and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the Lot or Commercial Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. Assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the Members of the Association. Uses permitted for expenditure of the assessments include, but are not limited to, maintenance of any Common Area, including the Recreation Facilities, parkways, esplanades and entryways, police and security service, fire protection, emergency medical service, street cleaning, street lighting, mosquito control, and other services determined by the Board, the Village Council, or the Copperfield Place Council, as the case may be, to be in the community's interest.

Section 3. Rate of Annual Assessment.

a. Commercial Units. Until December 31, 1991, the maximum annual assessment shall be \$260.00 for each Commercial Unit or proportional fraction of a Commercial Unit. The Copperfield Place Council may by majority vote of the Council, increase the maximum annual assessment by an amount not to exceed the greater of (a) ten percent (10%) of the previous maximum annual assessment or (b) the same percentage of the current maximum annual assessment as the year-to-year increase in the United State Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)--United States Average (1982-84 = 100). If there is no Consumer Price Index for All Urban Consumers, then the Copperfield Place Council shall designate a comparable successor index.

The maximum annual assessment shall not be increased more than once in any calendar year, and no increase may take effect retroactively. The maximum annual assessment may be increased by a greater amount than stated above with the approval of 2/3rds of the votes of the Owners of the Commercial Units represented in person or by proxy at a meeting of such class of Members duly called for this purpose.

The annual assessments provided for the Commercial Units shall commence on either the first day of the fourth month following the date of conveyance of a Tract by Declarant to an Owner or the first day of the month following the date when a building permit is issued or building construction commences, whichever shall first occur. Declarant shall be subject to and be liable for payment of the annual assessments only if Declarant receives a building permit issued in its name or commences building construction on a particular parcel of land, whichever shall first occur, in which case Declarant shall be liable for payment of the annual assessment for that particular parcel of land only, in the same manner as any other Owner.

The first annual assessment due for each Commercial Unit shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the day fixed for commencement as prescribed above. The assessments for any year, after the first year, shall become due and payable in advance on the first day of January. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution of the Copperfield Place Council authorizing such assessment.

b. Lots. Until January 1, 1992, the maximum annual assessment shall be \$350.00 for each Lot. After such date, the Village Council may, by majority vote of the Council, increase the maximum annual assessment by an amount not to exceed the greater of (a) ten percent (10%) of the previous maximum annual assessment or (b) the same percentage of the current maximum annual assessment as the year-to-year increase in the United State Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)--United States Average (1982-84 = 100). If there is no Consumer Price Index for All Urban Consumers, then the Village Council shall designate a comparable successor index.

The maximum annual assessment shall not be increased more than once in any calendar year, and no increase may take effect retroactively. The maximum annual assessment may be increased by a greater amount with the approval of 2/3rds of the votes of the Owners of the Lots represented in person or by proxy at a meeting of such class of Members duly called for this purpose.

The annual assessments provided for each of the Lots shall commence on the first day of the month following the date that the Lot and improvements are conveyed to a homebuyer.

The first annual assessment due for each Lot shall be made for the balance of the calendar year as determined on a pro-rata basis and shall become due and payable on the day fixed for commencement as prescribed above. The assessments for any

year, after the first year, shall become due and payable in advance on the first day of January. The due date of any special assessment under Section 4 hereof shall be fixed in the resolution of the Village Council authorizing such assessment.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Village Council and the Copperfield Place Council may each levy, in any assessment period, a special assessment applicable to that year for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in the Common Area subject to its jurisdiction including, as to the Village Council, the Recreation Facilities; counsel fees and the fees of other retained experts; and similar costs that are necessary for furtherance of their respective purposes, provided that any such assessment shall have the approval of a majority of the votes of the Owners of the Lots or Commercial Units, as applicable, represented in person or by proxy at a meeting of the affected class of Members duly called for this purpose. Such special assessments will be due and payable in the same manner as the annual assessment and shall be levied only against the land that is subject to the annual assessment as set forth in Section 3 hereof.

Section 5. Accounts of Assessments. All assessments will be levied and collected by the Association and then distributed to separate accounts of the Association as follows:

- a. **Administration Account:** an amount out of each assessment as is determined annually by the Board to be sufficient to pay the administrative costs of the Association and the contractual payments, if any, due to the Copperfield Community Association, Inc., the account to be used and administered for the benefit of the Property as determined by the Board.
- b. **Village Account:** the remainder of the total of the assessments collected from the Lots, the account to be used and administered for the benefit of the Village as determined by the Village Council.
- c. **Copperfield Place Account:** the remainder of the total of the assessments collected from the Commercial Units contained in the Tracts, the account to be used and administered for the benefit of Copperfield Place as determined by the Copperfield Place Council.

Section 6. Notice and Quorum for Any Action Authorized Under Sections 3 or 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 hereof shall be sent to all Owners of the Lots or Commercial Units, as applicable, not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such called meeting, the presence of votes or of proxies entitled to cast sixty percent (60%) of all the votes of the applicable class of Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that the subsequent meeting shall not be held more than sixty (60) days following the preceding meeting. This procedure may be repeated until a quorum is obtained.

Section 7. Notice of Annual Assessments. Not later than October 15 of each calendar year, the Board shall determine the amount to be paid to the Administration Account on account of each Lot and the Commercial Units contained in the Tracts and shall notify each Council of that amount. Each Council shall then determine the additional amount necessary to support its respective activities and shall fix the total amount of the annual assessment at least thirty (30) days in advance of each annual assessment period and so advise the Board. The Association shall then send written notice of the annual assessments, including the due dates, to every Owner. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot or Tract has been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. A late charge in the amount of \$15 shall be added to any assessment not paid within thirty (30) days after the due date, and past due assessments shall bear interest, calculated from the due date of the assessment, at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay any assessment or may foreclose a lien against the property for which the assessment has not been paid. An Owner may not waive or otherwise escape liability for the assessment by reason of non-use of the Common Area or Recreation Facilities or abandonment of his, her, or its property.

Section 9. Subordination of the Lien to Mortgages. The assessment lien described in Section 8 above shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Tract shall not affect the assessment lien. However, the sale or transfer of any Lot or Tract pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of any assessments which became due prior to such sale or transfer, but otherwise the lien shall survive such foreclosure or proceedings. Sale or transfer shall not relieve any Lot or Tract from the liability for any subsequent assessments or from the lien thereof.

Section 10. Exempt Properties. All properties dedicated to and accepted by a municipal authority and all properties owned by a charitable or non-profit organization that is exempt from taxation by the laws of the State of Texas, shall be exempt from the assessments created herein, except that no property or improvements devoted to dwelling purposes shall be exempt from assessment. Any land exempt from assessment shall nevertheless be subject to the Restrictions on use stated in this Declaration. The Board may make other exceptions where in its determination there is a beneficial result to the development plan for the Property.

Section 11. Addition to the Property. Declarant may from time to time at Declarant's sole discretion add or annex additional land into the Association and thereby subject such land to this Declaration including the assessments, conditions, covenants, easements, reservations, and restrictions contained herein as if said land had been a part of the original Property; provided that if the land to be annexed is to become a part of the Village and if- the U. S. Department of Housing and Urban Development has approved this Declaration, then the U. S. Department of Housing and Urban Development must have determined that the annexation is acceptable to it. Such addition or annexation shall be accomplished by the execution by Declarant, and if applicable, on behalf of the U. S.

Department of Housing and Urban Development, and filing for record of an instrument setting forth the land being added or annexed, provided that said land is all or part of a recorded plat that has been duly filed for record in the Map Records of Harris County, Texas. If the annexed land is platted solely as single family residential lots and attendant recreational and/or landscape areas, it shall become a part of the Village and shall be subject to the Restrictions set forth in Article VII. If the annexed land is platted as unrestricted or for any other use, it shall become a part of Copperfield Place and shall be subject to the Restrictions set forth in Article VI.

ARTICLE VI

RESTRICTIONS ON USE - - COPPERFIELD PLACE

Section 1. Approval Required by Copperfield Place ARC. No buildings, additions, or improvements shall be erected or placed on any land in Copperfield Place until the construction plans and specifications, including, but not limited to, site layout, building location, building materials, colors, elevations, utility layout, signage, landscaping, and exterior lighting have been submitted to and approved in writing by the Copperfield Place ARC as hereinafter provided.

Approval of plans and specifications shall not cover or include approval for any other purpose other than conformance with this Declaration, and specifically, but without limitation, shall not be construed as any representation as to or responsibility for the design of the improvement or the ultimate construction thereof.

In the event the Copperfield Place ARC fails to approve or disapprove such plans and specifications within forty-five (45) days after the receipt thereof, they shall be deemed to be approved and the related covenant set out herein shall be deemed to have been fully satisfied. If the Copperfield Place ARC disapproves plans and specifications submitted by an Owner and the Copperfield Place ARC and such Owner are not able to resolve their differences within forty-five (45) days thereafter, then, following Owner's written request therefor, Declarant may, at Declarant's option (but without any obligation to do so), repurchase the land from Owner, for the original purchase price in cash, and Owner shall thereupon reconvey the land to Declarant by special warranty deed free and clear of all liens and encumbrances other than those to which the original conveyance was subject. The decision of Declarant not to exercise said repurchase option shall in no way impair or alter the obligations of such Owner as set forth in this Declaration.

The Copperfield Place ARC or its assignee, at its sole discretion, is hereby permitted to approve deviations in the general use restrictions set forth in this Article VI in instances where, in its judgment, such deviations will result in a more common beneficial use and enhance the overall development plan for the Property. Such approvals must be granted in writing and when given, will become a part of these Restrictions.

Section 2. Offensive or Illegal Uses. No use of any land in Copperfield Place shall be permitted which is illegal or offensive in the opinion of Declarant or the Copperfield Place Council by reason of odor, fumes, dust, smoke, noise, or pollution, or which is hazardous by reason of excessive danger of fire or explosion. In addition, no activity or use shall be permitted on or with respect to any land in Copperfield Place which is

obnoxious to or out of harmony with the development of a distinctive office, retail, commercial, and residential subdivision, including, but not limited to, any trailer court, junk yard, scrap metal yard or waste material business, any dumping, disposal, incineration or reduction of garbage or refuse, and any fire or bankruptcy sale or auction house operation.

Section 3. Open Space. Building and parking area coverage for Tracts used for retail purposes shall allow for minimum open space areas in accordance with the following table unless otherwise approved in writing by the Copperfield Place ARC:

<u>Site Size ("x")</u>	<u>Open Space</u>
Less than 1 acre	20 percent
1 to 5 acres	(2.5) (9-x) percent
Greater than 5 acres	10 percent

Tracts used for office and multi-family residential purposes shall require a minimum of twenty (20) percent Open Space, unless otherwise approved in writing by the Copperfield Place ARC.

Open Space areas must be Landscaped by the Owner, provided, however, that the Association shall Landscape and maintain Open Space held in fee or easement by the Association. Designated landscape easements within Tract boundaries may be included in Open Space calculations.

Section 4. Setbacks. Minimum building and parking setbacks for each Tract shall be as follows (measured from property line):

	<u>Building</u>	<u>Parking</u>
State Highway 6	50'	50'
Other public streets	25'	25'
Common Area	10'	10'
Side lot line	10'	10'
Rear lot line	10'	10'

The Copperfield Place ARC shall have the right during its review of construction plans to change setback requirements on the Tracts where necessary or desirable to accomplish a more effective and compatible land utilization.

Section 5. Building Height. Retail buildings shall be limited to a maximum of two (2) stories in height. Multi-family residential building heights (save and except condominiums) shall be limited to three (3) stories.

Section 6. Parking Requirements. Adequate automobile parking spaces, including spaces for employee and customer/visitor parking, shall be provided on-site for each Tract, and all parking shall be in accordance with the following table:

<u>Retail</u>	5.0 spaces per 1,000 square feet of gross leasable area (excluding those areas used for storage and warehouse purposes)
<u>Office</u>	3.5 spaces per 1,000 square feet of net leasable area
<u>Residential</u>	1.5 spaces/unit-- Efficiency/1 Bedroom Unit
	1.75 spaces/unit--2 Bedroom Unit
	2.0 spaces/unit--3 + Bedroom Unit

Design and construction of parking areas should recognize the changing mix of full-size, mid-size, and compact-size parking spaces.

Section 7. Loading/Unloading. Delivery vehicle loading and unloading shall occur on-site only; on street delivery vehicle loading and unloading shall not be permitted. Loading/unloading facilities shall be separated from employee, customer, and visitor circulation and parking areas and shall be screened from public view in a manner approved in writing by the Copperfield Place ARC prior to construction.

Section 8. Outside Storage or Operations. No outside storage or operations of any kind shall be permitted in Copperfield Place unless such activity is visually screened from public view in a manner which is architecturally compatible and approved in writing by the Copperfield Place ARC. No boats, trailers, campers, horse trailers, buses, inoperative vehicles of any kind, camping rigs off truck, boat rigging, or other vehicles or associated equipment of a recreational or commercial nature shall be parked or stored permanently or semi-permanently on any Tract unless properly screened from public view in a manner approved in writing by the Copperfield Place ARC. All retail sales equipment, fixtures, and merchandise shall be displayed only in the interior of a building, unless done in a manner acceptable to the Copperfield Place ARC. Water towers, cooling towers, communication towers, storage tanks, and other structures or equipment shall be architecturally compatible with the aesthetics of the project or effectively shielded from public view. All utility/service system components and trash pick-up stations shall be integrated with the building or screened by a fence or wall of compatible materials and shall not be visible above such screening.

Section 9. Mechanical Equipment. All roof-top mechanical equipment shall be screened from the view of adjacent streets and buildings with material compatible with the building architecture or by the use of a parapet wall. Ground-mounted equipment such as power transformers and air conditioning equipment shall be screened from public view by fencing or landscaping, all of which must be approved in writing by the Copperfield Place ARC.

Section 10. Grading and Drainage. Surface drainage shall be collected on-site and connected to underground storm drain structures. Care shall be taken not to cause damage to adjacent properties during construction or after completion of the project. Grading of the site shall be done without damaging existing trees in proposed Open Space areas as described in Article VI, Section 3.

Section 11. Underground Utilities. No pipe, conduit, cable, or line for water, gas, sewage, drainage, steam, may be installed or maintained outside of any building above the surface of the ground within any Tract, unless otherwise approved in writing by the Copperfield Place ARC. Electricity or any other energy or service may be installed above ground with approval from the Copperfield Place ARC.

Section 12. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats of the property within Copperfield Place and as provided for in the deeds of conveyance to particular Tracts. No structure shall be erected on any of said easements, and no improvement may be placed within said easements without the prior written approval of the Copperfield Place ARC and any utility company using such easements. Easements may be crossed by driveways and walkways provided the Owner secures the necessary prior approval of the utility companies furnishing services, and provides and installs any special conduit and other equipment of approved type and size, under such driveways and walkways prior to construction thereof. Neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees or contractors to shrubbery, trees, flowers or other improvements (except the aforementioned special conduit) located on the land covered by said easements.

Declarant hereby reserves, for itself and its successors and assigns, a six foot (6') wide maintenance and corner clip easement, adjacent and as applicable, parallel to each of the property lines of all Tracts that abut a landscape reserve or major thoroughfare in cases where Declarant has constructed or intends to construct a fence within the landscape reserve or major thoroughfare public right of way, together with the right of ingress and egress for the purposes, without liability to Owner, of constructing, repairing, and/or reconstructing said fence. The easement area shall remain unobstructed of any structures or plantings that would prohibit access to the fence for the purposes set forth herein.

Section 13. Exterior Illumination. Exterior illumination, if such is to be provided, shall be designed to light only buildings, parking areas and walkways and shall not produce glare on adjacent streets or Tracts. All ground level floodlighting fixtures shall be depressed or screened from public view in a manner approved in writing by the Copperfield Place ARC. Parking area lighting units, arcade lighting, and other illumination of a "Pedestrian Scale" shall be in a style in accordance with ARC Guidelines.

Section 14. Signs. All signs and their locations must be approved by the Copperfield Place ARC in writing prior to installation. No sign of a flashing or moving character shall be installed, and no sign shall project above the roofline of a building unless approved in writing by the Copperfield Place ARC. Any sign installed without Copperfield

Place ARC approval may be removed by the Copperfield Place ARC, without liability for trespass or other legal wrong in the Copperfield Place ARC. For the purposes of this provision, signing shall include flags/flagpoles, awnings, and canopies.

Section 15. Temporary Structures. No temporary building or structure other than construction offices and structures for related purposes during the construction period shall be installed or maintained on any Tract without the prior written approval of the Copperfield Place ARC. All temporary structures used for construction purposes must receive approval by the Copperfield Place ARC with regard to location and appearance, and must be removed promptly upon completion of construction.

Section 16. Tract Consolidation. If the Owner of any Tract becomes the Owner of one or more contiguous and adjoining Tracts, side yard line building and parking setbacks common to the contiguous Tracts may be waived by the Copperfield Place ARC at its discretion.

Section 17. Maintenance. The Owner and occupant of each Tract shall have the duty of and responsibility for keeping the premises, building, improvements, appurtenances and landscaping in a well maintained, safe, clean, and attractive condition at all times. If, in the opinion of the Copperfield Place ARC, any such Owner or occupant is failing in this duty and responsibility, then the Association may elect to give notice of such fact to such Owner or occupant, who shall within ten (10) days of such notice, undertake the care and maintenance required to restore said Owner's or occupant's Tract to a safe, clean and attractive condition. Should any such Owner or occupant in the opinion of the Copperfield Place Council fail to fulfill this duty and responsibility after such notice, the Association shall have the right and power to perform such care and maintenance, and the Owner or occupant shall be liable for the cost thereof. If such Owner or occupant shall fail to reimburse the entity performing the work, the amount of such charge shall constitute a lien upon the Tract enforceable as any mortgage lien, but subordinate to any mortgage lien and any lien securing a construction loan to the Owner or occupant.

Section 18. Copperfield Place Architectural Review Committee. The Copperfield Place ARC shall be composed of three or more individuals designated by Declarant, its successors and assigns, and Declarant reserves the right to appoint replacements as necessary by reason of resignation, removal, or incapacity. Declarant hereby agrees to relinquish all Copperfield Place ARC authority on or before October 2, 2000, at which time full authority to appoint members of the Copperfield Place ARC will become vested in the Copperfield Place Council. The Copperfield Place ARC may at any time appoint members to act in its behalf.

Section 19. Standards and Procedures. The Copperfield Place ARC shall establish and promulgate rules, standards and procedures which it deems necessary and appropriate for the orderly development of Copperfield Place, including but not limited to those with respect to workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. The Copperfield Place ARC shall be guided by industry standards and may amend such rules, standards, and procedures when deemed

necessary and appropriate. Such rules, standards, and procedures shall be binding and enforceable against each owner in the same manner as any other restriction set forth herein.

Section 20. Modifications and Changes. Declarant reserves the right to modify and change the conditions contained in Article VI for any additional land made subject to this Declaration which becomes a part of Copperfield Place, if such modifications and changes in Declarant's judgment will result in a more common beneficial use and enhance the overall development plan for Copperfield Place.

ARTICLE VII

RESTRICTIONS ON USE - -COPPERFIELD PLACE VILLAGE

Section 1. Single-Family Residential Construction. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height. Each residence shall have a private garage for not more than three cars, which garage may be attached to or detached from the main residential structure and shall not exceed the main residential structure in height or number of stories. No residence shall be constructed on less than the equivalent of one Lot as shown on the plat of the land. Building sites comprised of more than one Lot are not permitted. No part of the main structure or garage shall be used as a second dwelling unit for rental purposes.

Section 2. Construction Approval Required. No building, addition, or improvement shall be constructed, remodeled, replaced, or altered on any portion of the Village in any manner until the construction plans and specifications (including, but not limited to, site layout, building location, building materials, colors, and elevations) have been approved in writing by the Village ARC, as provided in Article VII, Section 18.

Approval of plans and specifications shall be limited to review of compliance with the Restrictions of this Declaration and the Copperfield Development Guidelines, Minimum Construction Standards, Architectural Control Guidelines, and any amendments thereto issued by Declarant which shall be adopted for the Village by the Village ARC. Approval of plans shall be to ensure compliance with the Restrictions and other guidelines and standards and specifically, but not without limitation, shall not be construed as to or responsibility for the design or quality of the improvements or the ultimate construction of the improvements. All construction, remodeling, replacement, or alteration of any building or improvement shall comply with the Copperfield Development Guidelines, Minimum Construction Standards, and Architectural Control Guidelines as in effect at the time of construction.

If no action has been taken on a request to approve plans and specifications within forty-five days after the receipt by the Village ARC of a request for approval, then the plans and specifications shall be deemed to be approved, and the Restrictions of this Declaration relating to construction approval within the Village shall be deemed to have been fully satisfied.

The Village ARC, at its sole discretion, may approve deviations from the use restrictions of this Article VII in instances where, in its judgment, the deviation will result in a benefit which is not adverse to the Village as a whole. Such approvals must be granted in writing, and, when given, will become a part of these Restrictions.

Section 3. Minimum Square Footage. The minimum square footage of the main structure (as measured on the exterior) for a residence on any Lot, exclusive of garage, covered porches, and patio areas, is 1,250 square feet.

Section 4. Location of Improvements Upon the Lot. Buildings shall not be located on any Lot nearer to the front, side, and rear property lines than as follows:

	<u>Front</u>	<u>Side</u>	<u>Rear</u>
For any Lot located all or in part on the turnaround of a cul-de-sac:			
House	20 ft.	5 ft.	8 ft.
Detached Garage	50 ft.	3 ft.	8 ft.

For any Lot located entirely on the straight section of a street:

	<u>Front</u>	<u>Side</u>	<u>Rear</u>
House	25 ft.	5 ft.	8 ft.
Detached Garage	55 ft.	3 ft.	8 ft.

When the garage is attached to the house in whole or in part, the garage shall be set back at least the distance specified above for the house. When there is a conflict between these setback lines and the plat or recorded easements, the greater distance shall apply.

Eaves, steps, and unroofed terraces shall not be considered as part of a building for purposes of the setback criteria. This covenant shall not be construed, however, to permit any portion of any structure on one Lot to encroach upon another Lot.

Section 5. Utility Easements. Easements for the installation and maintenance of utilities to serve the Lots will be reserved as shown and provided for on the various plats and as provided by instruments of record on the date of this Declaration or to be recorded after the date of this Declaration.

Easements shall be kept clear of all other improvements, including buildings, patios, or other pavement, subject to the provisions of the applicable easement. Neither Declarant, nor the Subscribers, nor any utility company or government entity using the easements shall be liable for any damage done by either them or their assigns, agents, servants, or employees to shrubbery, trees, flowers, or any other improvements located on the land subject to an easement.

- a. Audio and Video Communications Easements. If audio and video communication services and utilities are made available to any of the Lots by means of any underground coaxial cable system, the company furnishing these services and facilities shall have a two foot wide easement along and centered on the underground wire or cable when and as installed by the company from and at a right angle to the utility easement nearest to the point of connection on the house or garage constructed or to be constructed upon each Lot and in a direct line from the nearest utility easement to the point of connection.
- b. Drainage Easements. There is reserved, for Declarant and its successors and assigns, a three foot wide drainage easement adjacent and parallel to each of the side and rear lot lines of each Lot, together with the right of ingress and egress for the purpose, without liability to the Owner for damages arising from the use of the easement, of excavating to the extent reasonably necessary, and constructing, maintaining, repairing, and reconstructing drainage swales as part of the surface water drainage system of the Village. Unless Declarant shall otherwise approve, each drainage easement shall remain unobstructed by any structures, pavement, or landscaping plantings that may impede the free flow of surface water drainage, except that fences, air conditioning equipment, and concrete flatwork are not subject to this prohibition. Any construction of drainage swales and other drainage improvements undertaken by Declarant, its successors or assigns, on the easement area shall be for the account of the Lots benefited by such work, and the Owners of the Lots so benefited shall pay Declarant or its successor or assignee for its work promptly upon receipt of an invoice for the work. To secure the payment of such charges in the event of nonpayment, a continuing and contractual lien is retained in favor of Declarant, its successors or assigns, identical in terms to the assessment lien described in Article V of this Declaration.
- c. Maintenance Easements. There is reserved, for Declarant, Standard Pacific, the Association, and their respective successors and assigns, a three foot wide construction and maintenance easement adjacent and parallel to each of the rear and side lot lines of all Lots that abut a landscape reserve, greenbelt, or major thoroughfare where Declarant or Standard Pacific, has constructed or intends to construct a fence within the landscape reserve or public rights-of-way, together with the right of ingress and egress for the purposes, without liability to the Owner for damages arising from the use of the easement, of constructing, repairing, and/or reconstructing the fence. The easement area shall remain unobstructed of any structures or plantings that would prohibit access to the fence for construction and maintenance purposes.
- d. Electrical Distribution Easements. An electric distribution system will be installed in the Village, in a service area that will embrace all of the Lots which are to be platted in the Village. In the event that there are constructed within the Property structures containing multiple dwelling units such as townhouses, duplexes, or apartments, then the underground service area shall embrace all of the dwelling units involved. The Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure, the Owner or developer, shall, at its own cost, furnish, install, own, and maintain (all in accordance with the requirements of local governing authorities and the National Electrical Code) the

underground service cable and appurtenances from the point of the electric company's metering at the structure to the point of attachment at such company's installed transformers or energized secondary junction boxes, the point of attachment to be made available by the electric company at a point designated by such company at the property line of each Lot. The electric company furnishing service shall make the necessary connections at said point of attachment and at the meter.

Declarant has either by designation on the plat or by separate instrument granted necessary easements to the electric company providing for the installation, maintenance, and operation of its electric distribution system and has also granted to the various homeowners reciprocal easements providing for access to the area occupied by and centered on the service wires of the various homeowners to permit installation, repair, and maintenance of each homeowner's owned and installed service wires. In addition, the Owner of each Lot containing a single dwelling unit, or in the case of a multiple dwelling unit structure the Owner and developer thereof, shall at its own cost, furnish, install, own, and maintain a meter loop (in accordance with the then current standards and specifications of the electric company furnishing service) for the location and installation of the meter of such electric company for each dwelling unit involved. For so long as this service is maintained in the Village, the electric service to each dwelling unit shall be underground, uniform in character, and exclusively of the type known as single phase, 120/240 volt, three wire, 60 cycle, alternating current.

The electric company has installed the electric distribution system in the Village at no cost to Declarant (except for certain conduits, where applicable, and except as hereinafter provided) upon Declarant's representation that the Lots are being developed for residential dwelling units, including homes, and if permitted by the restrictions applicable to such subdivision, townhouses, duplexes, and apartment structures, all of which are designated to be permanently located where originally constructed (such category of dwelling units expressly to exclude mobile homes), built for sale or rent, and all of which multiple dwelling unit structures are wired so as to provide for separate metering to each dwelling unit.

The provisions of the two preceding paragraphs also apply to any future residential development in reserve(s) shown on the plat as such plat exists at the execution of the agreement for underground electric service between the electric company and Declarant or thereafter. Specifically, but not by way of limitation, if any Owner in a former reserve undertakes some action which would invoke a per front lot foot payment if such action had been undertaken in the Village, such Owner or applicant for service shall pay the electric company \$1.75 per front lot foot, unless the electric company has previously been paid for service to the reserve(s). The provisions of the two preceding paragraphs do not apply to any future nonresidential development in the reserve(s).

Section 6. Prohibition of Certain Activities. No activity, whether for profit or not, which is not related to single-family residential purposes, shall be permitted on any Lot, except on those Lots which may be designated by Declarant or Standard Pacific for use as sales offices, construction offices, and storage facilities for a period of time commensurate

with home construction and sales within the Village. Except for this temporary use of selected Lots, no noxious or offensive activity of any sort shall be permitted, nor shall anything be done on any land subject to this Declaration which may be or become an annoyance or nuisance to the neighborhood.

Section 7. Temporary and Other Structures. No structure of a temporary character, recreation vehicle, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any land at any time as a residence, temporary or otherwise. Outbuildings or other structures, temporary or permanent, other than the main residence and garage shall be limited to eight feet in height and one hundred twenty square feet in area and shall be subject to approval prior to construction or installation by the Village ARC. Temporary structures may be used as building offices and other related purposes as provided in Article VII, Paragraph 6.

Section 8. Animal Husbandry. No animal, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, and other common household pets, and they may not be kept, bred, or maintained for commercial purposes. No more than two animals may be kept on any Lot. Notwithstanding the foregoing, no animal may be kept which creates an annoyance or is obnoxious to residents of the Village.

Section 9. Fences, Walls, Hedges. No wall, fence, planter, structure, or hedge in excess of two feet in height shall be erected or maintained on any Lot nearer to the front Lot line than the front line of the main structure. No side or rear fence, wall, or hedge shall be more than six feet high. Side yard fences on corner Lots shall not be located nearer to the property line than the building setback line shown on the plat. Fences of wire or chain link construction are prohibited except in conjunction with the Recreation Facilities, and the design, materials, and location of all fences shall be approved by the Village ARC prior to construction pursuant to the approval requirements of Article VII, Paragraph 2.

Section 10. Visual Obstruction at Intersections. No object shall be placed or located on corner Lots which obstructs sight lines at elevations between two and six feet above the top of the street curb within the triangular area formed by the junction of street curb lines and a line connecting them at points twenty-five feet from the junction.

Section 11. Visual Screening on Lots. The drying of clothes on any Lot in public view is prohibited and shall be screened from public view.

Section 12. Maintenance. All Lots shall be kept in a sanitary, healthful, safe, and attractive condition at all times, including cutting of weeds and grass. No material or equipment except for normal residential and/or commercial requirements and those requirements incidental to construction of initial improvements shall be kept on any portion of the Village. The accumulation of garbage, trash, or rubbish of any kind shall not be permitted. All yard equipment, woodpiles, storage piles, and trash containers shall be screened so as not to be visible from any public street.

If the Owner or occupant of any Lot fails to observe these maintenance requirements, in the opinion of the Village ARC, and if the default continues after ten days written notice of default, the Association may, without liability to the Owner or occupant

in trespass or otherwise, enter the premises and cut, or cause to be cut, weeds and grass and remove or cause to be removed garbage, trash, and rubbish; repair or secure vacated properties; do any other thing necessary to secure compliance with these restrictions; place the premises in a neat, attractive, healthful, safe, and sanitary condition; or maintain the visual integrity of the neighborhood.

The Owner or occupant of any Lot may be charged for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupation of land subject to this Declaration to pay the statement for services immediately upon receipt. To secure the payment of the charges in the event of nonpayment, a continuing and contractual lien is retained in favor of the Association, identical in terms to the other liens described in Article V.

Section 13. Signs, Advertisements, Billboards. No sign, advertisement, billboard, or advertising structure of any kind shall be displayed to public view on any Lot except for one sign on each Lot, which sign may not exceed six square feet, for the purpose of advertising the property for sale or rent, except signs used by Declarant or a Subscriber or their successors or assigns, for a period of time commensurate with the home construction/sales program. No sign shall be permitted that advertises that a property has been or will be foreclosed. The Village ARC shall have the right to remove any sign, advertisement, billboard, or advertising structure in violation of this restriction and in so doing shall not be subject to any liability for trespass in connection with or arising from such removal. All signs for land other than Lots shall be subject to prior review and approval by the Village ARC.

Section 14. Removal of Dirt and Trees. The digging or removal of dirt from any land in the Village is expressly prohibited except as necessary in conjunction with the initial construction and subsequent Landscaping or improvements. No trees located within the Village shall be cut without the prior written approval of the Village ARC, except to remove the dead or diseased trees, to provide room for permanent improvements, or to permit construction of drainage swales as described in Article VII, Paragraph 5.

Section 15. Antennae. Devices for transmitting or receiving radio, television, or other electronic signals, including satellite dishes, shall not be permitted on any Lot unless located so as not to be visible from any public street. If located on a roof, such device shall in addition be located to the rear of the roof ridge line and/or gable of the main structure and shall not extend above the highest point of such structure. A satellite dish shall not be greater than six feet in height and shall be completely screened from public view by a fence that itself is in full conformity with this Declaration. An Owner may apply for a variance in the location of such devices, or for approval of other aerial devices such as electronic antenna, by submitting a plan showing the location, height, and type of materials to the Village ARC for approval in accordance with Article VII, Paragraph 2.

Section 16. Roof Ventilators. All roof ventilators (other than ridge ventilators) shall be located to the rear of the roof ridge line and/or gable of any structure and shall not extend above the highest point of such structure, so as not to be visible from any public street. The Village ARC may approve exceptions to this restriction when energy conservation and heating/cooling efficiency require ventilators that, because of a particular roof design, cannot be hidden from public view.

Section 17. Storage of Automobiles, Boats, Trailers, Other Vehicles, and Equipment. No boats, trailers, campers, buses, trucks (excluding pickup trucks), tractors, recreation vehicles, commercial vehicles, inoperative vehicles, equipment, or machinery of any kind, camp rigs off truck, boat rigging, or any item deemed offensive by the Village Council may be parked or stored on any public street, right-of-way, or driveway within the Village for a period of forty-eight consecutive hours or more during a period of seven consecutive days. Storage of these vehicles or items must be screened from public view either within the garage or behind a solid fence. No front or side lawn within view of the public shall be used for parking any vehicle at any time.

Section 18. Approval of Construction. The Village ARC shall be composed of three or more individuals designated by Standard Pacific, and Standard Pacific shall have the right to appoint replacements as necessary by reason of resignation, removal or incapacity. The Village ARC shall have responsibility to review and approve plans and specifications for all construction on the Lots. Standard Pacific shall, however, relinquish its responsibility with regard to appointment of members of the Village ARC on the earlier of (a) completion of construction of initial improvements on the last of the Lots or (b) 25 years from this date, at which time full authority will become vested with the Village Council.

Section 19. Standards and Procedures. The Village ARC shall establish and promulgate rules, standards, and procedures which it deems necessary and appropriate for the orderly development of the Village, including but not limited to those concerning workmanship, materials, building methods, observance of requirements concerning installation and maintenance of public utility facilities and services, and compliance with governmental regulations. Construction approvals shall be guided by industry standards, and such rules, standards, and procedures may be amended when deemed necessary and appropriate. These rules, standards, and procedures shall be binding and enforceable against each Owner in the same manner as any other restriction of this Declaration.

Section 20. Replatting As Lots. Any land now subject to this Declaration as a Commercial Unit shall automatically become a part of Copperfield Place Village and shall no longer be a part of Copperfield Place upon the recording of a replat in the Harris County Map Records, subdividing such land as Lots for single-family residential purposes. Upon the recording of such replat, such land shall be thereafter assessed as Lots rather than Commercial Units and will become subject to the Restrictions of this Article VII rather than the Restrictions of Article VI.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association and each Owner shall have the right to enforce, by any proceedings at law or in equity, all assessments (including liens or charges), conditions, covenants, easements, reservations, and Restrictions now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any provision of this Declaration does not constitute a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions, or restrictions shall not affect any other provision, which shall remain in full force and effect.

Section 3. Amendment.

a. Except with respect to the provisions of Articles V, VI and VII of this Declaration that are solely applicable to Copperfield Place or to the Village, the covenants, conditions and Restrictions of this Declaration shall run with, and bind the Property, until October 2, 2000, after which time they shall be automatically extended for successive periods of ten (10) years. Those provisions may be amended at any time before October 2, 2000 by an instrument signed by Owners representing not less than seventy-five percent (75%) of the votes of each class of Members in the Association, and thereafter by an instrument signed by the Owners representing not less than fifty percent (50%) of the votes of each class of Members.

b. The provisions of Articles V and VI of this Declaration that are solely applicable to Copperfield Place shall run with, and bind such property until October 2, 2000, after which time they shall be automatically extended for successive periods of ten (10) years. Such provisions may be amended until October 2, 2000, by an instrument signed by Owners representing not less than seventy-five percent (75%) of the votes of the Commercial Units, and thereafter by an instrument signed by Owners representing not less than fifty percent (50%) of the votes of the Commercial Units.

c. The provisions of Articles V and VII of this Declaration that are solely applicable to the Village shall run with, and bind such property until October 2, 2000, after which time they shall be automatically extended for successive periods of ten (10) years. Such provisions may be amended until October 2, 2000, by an instrument signed by Owners representing not less than seventy-five percent (75%) of the votes of the Lots, and thereafter by an instrument signed by Owners representing not less than fifty percent (50%) of the votes of the Lots.

Section 4. Books and Records. The books, records, and papers of the Association shall be subject to inspection by any Member during reasonable business hours. The Articles of Incorporation, By-Laws, and this Declaration shall likewise be available for inspection by any Member at the office of the Association during reasonable business hours.

Section 5. Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 6. Good Faith Lender's Clause. No violation of these Restrictions shall affect any lien or deed of trust of record held in good faith, upon any Lot or Tract or any part thereof, which liens may be enforced in due course, subject to the covenants, conditions, and restrictions contained herein.

Section 7. Mergers. Upon a merger or consolidation of the Association with another association as provided in its Articles of Incorporation, its properties, assets, rights, and obligations may be transferred to another surviving or consolidated association or alternatively, the properties, assets, rights, and obligations of another association may be transferred to the Association as a surviving corporation. The surviving or consolidated association shall administer any restrictions together with any declarations of covenants, conditions, and restrictions governing these and any other properties, under one administration. No such merger or consolidation shall cause any revocation, change, or addition to this Declaration.

Section 8. Conflict with Deeds of Conveyance. If any part of this Declaration shall be in conflict with any covenant, condition, or restriction within a previously recorded deed of conveyance to any portion of the Property, the covenants, conditions, or restrictions within the prior deed of conveyance shall govern, but only to the extent of such conflict. Where certain rights are reserved by Declarant in these Restrictions, Declarant reserves the right to make certain modifications therein as necessary in deeds of conveyance, in which case the terms of the deeds of conveyance shall prevail.

Section 9. Reservation of Minerals. The Property, and any future land made subject to this Declaration, are subjected to the following reservation and exception: Declarant hereby reserves unto itself and its successors and assigns and excepts on behalf of its predecessors in title in accordance with their interests of record, all oil, gas, and other minerals in, on, and under the land, but Declarant hereby waives, on behalf of itself, its successors and assigns, the right to use the surface of the land, other than that land or easements owned by Declarant, for exploring, drilling for, producing and mining oil, gas, and other minerals, provided that Declarant hereby retains and reserves the right to pool the land with other lands for development of oil, gas, and other minerals and the right to drill under and through the subsurface of the land below the depth of one hundred feet (100') by means of wells located on the surface of the land outside this subdivision or on land or easements owned by Declarant. Such exceptions, retained rights, and reservations shall inure to the benefit of Declarant, its predecessors in title, and its successors and assigns in accordance with their respective interests of record.

Section 10. VA, FHA Approvals. As long as Standard Pacific has a majority of the votes in the class of Members with respect to the Lots and if the U. S. Department of Housing and Urban Development on behalf of the Federal Housing Administration and the Veterans Administration has approved this Declaration, then approval by the U.S. Department of Housing and Urban Development shall be required prior to an increase in the maximum annual assessments in an amount greater than that prescribed in Article IV, Paragraph 3; the levy of a special assessment on the Lots pursuant to Article IV, Paragraph 4; the annexation of additional properties; deannexation of land from the Association; conveyance or mortgaging of Common Area; and amendment of this Declaration.

Declarant and the Subscribers have executed this Declaration on the date of their respective acknowledgments below, to be effective on the date first written, which shall be the date of this Declaration for all purposes. This instrument may be executed in

counterparts, all of which are intended to be read together and which together shall constitute one instrument.

FRIENDSWOOD DEVELOPMENT COMPANY

By James D. Shanks
James D. Shanks
Vice President

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Standard Pacific of Texas, L.P., a Delaware limited partnership and the Owner of all land located within Copperfield Place Village, concurs in and agrees as a Subscriber to the terms and conditions of this Declaration.

STANDARD PACIFIC OF TEXAS, L.P.

By Thomas R. Rabalais
Thomas R. Rabalais
Authorized Representative

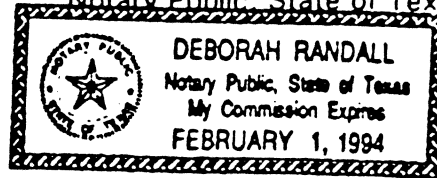
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STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on SEP 27 1991, 1991, by James D. Shanks, Vice President of FRIENDSWOOD DEVELOPMENT COMPANY, an Arizona corporation, on behalf of said corporation.

Deborah Randall
Notary Public, State of Texas

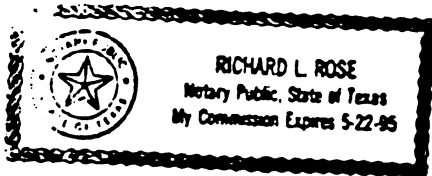


STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on Sept. 17, 1991, by Thomas R. Rabalais, Authorized Representative of STANDARD PACIFIC OF TEXAS, L.P., a Delaware limited partnership, on behalf of said limited partnership.

Richard L. Rose
Notary Public, State of Texas



COPPERFIELD
COMMON DEED RESTRICTION VIOLATIONS/QUESTIONS

1. Any change to a lot (or home on the lot) that is visible from neighboring lots or the street must have Architectural Review Committee (ARC) approval before they are made. This includes installing fencing, changing the color of your home, adding a deck or enclosure or other structure, etc. (corner lots have special requirements and restrictions). A blank ARC Application is available from Association Management, Inc. (AMI).
2. Cable TV is available from TCI and antennas are therefore not allowed unless installed in certain discreet ways.
3. Cars parked on the street are discouraged because of the danger to children and cars parked more than 24 hours at a time are in violation of the restrictions and may be subject to tow away. Please keep your cars in your driveway or garage whenever possible.
4. Boats and other recreational vehicles must be kept in the garage or backyard and completely screened from public view.
5. County Ordinances provide that pets must be on a leash when outside the home or fenced yard. If you have dogs, please do not allow them to bark excessively as this can be disturbing to neighbors.
6. Outbuilding or storage sheds on lots must be ARC approved prior to their installation. There are specific types that are approved/disapproved. The metal type are generally not allowed.
7. The Copperfield regulations also prohibit garage sales. Garage sales can often attract unwanted traffic and unsightly displays of household goods. Additionally, garage sales attract potential burglars looking for an excuse to "case" the neighborhood. Your adherence to this valuable regulation is appreciated.
8. And finally, Lawn and Yard care. Please mow and edge your yard regularly so that your yard is a nice reflection on the community. If you are to be away on vacation, ask one of your neighbors or a friend to mow and edge your lawn while you are away. Your subdivision sponsors a "Yard of the Month" contest, and winners are announced in the Copperfield Newsletter.