

Introduction To Our Restrictions

TO: All Copperfield Homeowners

FR: The Copperfield Board of Directors

RE: Covenants and Restrictions

Each piece of property within Copperfield is encumbered by a Declaration of Covenants and Restrictions. These “do’s and don’ts” were established by STM, the original developer of Copperfield. NTS, the subsequent developer continued the tradition as they completed the build-out of our subdivision. The developers of Copperfield incorporated certain restrictive covenants into the deed of every property owner in Copperfield. These restrictive covenants are binding on each parcel of property and cannot be cancelled, altered or amended without the affirmative action of the owners of 75% of the lots subject to these restrictions. These covenants include items, which are designed to protect the aesthetic integrity of the community and to protect the investment in your home

Attached you will find a copy of the deed restrictions for your residence in Copperfield. This declaration is a recorded legal document and “runs with the land” which means it is binding on all parties which own a lot within Copperfield whether you are the original builder or property owner.

Please note the word “structure” as used in our covenants prohibits accessory structures such as above-ground swimming pools, permanent adjacent structures (such as concrete/brick barbecue grills and garbage dumpsters), storage buildings or boxes in which toys, tools, lawn equipment and recreational items are kept, free-standing decks, canopies, carports, TV satellite dishes, radio and TV towers, and tennis courts. The Copperfield Board of Directors may allow satellite dishes no larger than 29” with prior approval of size, design and placement.

The Homeowners Association is responsible for enforcing these restrictions in a fair, even-handed way, which protects this neighborhood. Before you purchase or construct anything, you would be wise to consult the Homeowners Association in order to prevent any misunderstanding.

Please call the HOMEOWNERS’ HOTLINE at 254-2113 if you have any questions.

The following, in laymen’s terms, is an abbreviated version of the Declaration:

1. Each lot can only be used for a single family residential home and must meet setback requirements before it can be built.
2. No other structure other than the house can be placed on a lot.
3. Each house cannot exceed 2 ½ stories in height, must have a garage and meet minimum size requirements.

4. Any building, fence, wall, structure or other improvement must have written approval by the Board of Directors.

5. Building materials must have written approval by the Board of Directors

6. Nothing shall be done which may be or become a nuisance or annoyance to the neighborhood.

7. No trailers, trucks, commercial vehicles, camper trailers, vehicles or boats can be parked or kept on a lot unless housed in a garage or basement.

8. For most of the subdivision, all of the above vehicles plus automobiles cannot be parked on the street for a period in excess of 24 hours in one calendar year.

9. No animals except dogs, cats and other household pets can be kept on a lot.

10. Each lot has to have a sodded front yard and concrete or asphalt driveway.

11. You can't put up a mailbox, paper holder or hedge unless the design and placement are approved in writing by the Board of Directors.

12. No outside clotheslines are permitted.

13. Each property owner has a duty to maintain their lot, to include mowing and removal of weeds and debris. The Board of Directors has the right to step in and perform these functions if the property owner doesn't and to bill the owner for all expenses incurred.

14. No trade or business can be conducted on any lot.

15. Other than a for sale or rent sign, no other signs are permitted on a lot or building.

16. All trash, rubbish or waste on a lot has to be kept in sanitary containers.

17. No storm water drains, roof downspouts or ground water can be put into the sanitary sewage system.

18. The current assessments per lot are no higher than \$530.00 per year beginning January 1, 2004. After January 1, 2005 the Board of Directors may from time to time increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. At the present time assessments are billed semi-annually on January 5, due March 5, and July 5, due September 5.

19. The Copperfield Homeowners Association Board of Directors has the ability to enforce these restrictions by proceeding of law or in equity.

An example from one of the Phases will be posted shortly