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DOCN 005694
FILED IN OFFICE
12/18/2023 03:35 PM
BK#1367 PG#446-465
JUDY ODOM
CLERK OF COURT
UNION COUNTY

STATE OF GEORGIA
COUNTY OF UNION

**SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR THE CABINS AT COPPERHEAD AND THE CABINS AT
COPPERHEAD PROPERTY OWNERS ASSOCIATION (the "Second Amended and Restated
Declaration")**

This Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Cabins at Copperhead (the "Subdivision") and The Cabins at Copperhead Property Owners Association (the "Association") is made and presented this 18 day of December, 2023 by the Association.

WITNESSETH

WHEREAS, Turcotte Enterprises, Inc., as Declarant, subjected the property described at *Plat Book 59, Pages 134-135* to that certain Declaration of Covenants, Conditions, and Restrictions and the Property Owners Association for The Cabins at Copperhead as set forth in Deed Book 686, Pages 221-244 (the "Original Declaration");

WHEREAS, The Cycle Resort@Copperhead, LLC, a Florida limited liability company, became the successor-in-interest to Turcotte Enterprises, Inc.;

WHEREAS, on April 27, 2010 the Cabins at Copperhead Property Owners Association, Inc. (the "Association") was duly organized and created and exists as a Georgia non-profit corporation to administer the covenants, conditions, and restrictions;

WHEREAS, on or about February 1, 2017, The Cycle Resort@Copperhead, LLC conveyed to the Association via a quitclaim deed (a) all rights-of-way reflected on that plat recorded in Plat Book 59, Pages 134-135, (b) all property identified as "OPEN SPACE" and "Common Area" on that plat recorded in Plat Book 59, Pages 134-135, and (c) that certain Trust Indenture recorded in Deed Book 686, Pages 212-220;

WHEREAS, as reflected by the conveyance of the aforementioned Trust Indenture, at least seventy-five percent (75%) of the lots identified on that certain plat in Plat Book 59, Pages 134-135 had sold in a manner requiring conveying the Trust Indenture to the Association;

WHEREAS, on March 29, 2017, Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Cabins at Copperhead and The Cabins at Copperhead Property Owners Association were approved as required by law and are set forth in Deed Book 1068, Pages 16-36 (the "First Amended and Restated Declaration");

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WHEREAS, The Cycle Resort@Copperhead, LLC no longer possesses authority to operate within the State of Georgia, effective March 24, 2022 and has conveyed or otherwise transferred or lodged with the Association all of its interests and authority with respect to the Cabins at Copperhead and the Association;

WHEREAS, the Association's Board of Directors (as defined below) has determined that the First Amended and Restated Declaration should be revised, modified, and supplemented as reflected herein;

WHEREAS, the purpose of this Second Amended and Restated Declaration is to ensure the use and enjoyment of the Properties (as defined below) by the Owners (as defined below) and to provide mutually beneficial restrictions under a general plan of improvement and development for the benefit of all Owners of Property within the Subdivision (as defined below), to provide a flexible and reasonable procedure for the overall development of the Property and the interrelationships of the component Association and other areas, and to establish a method of administration, maintenance, preservation, use, and enjoyment of the Properties as is now or may hereafter be submitted to this Second Amended and Restated Declaration;

WHEREAS, the Board of Directors believes that it is to the interest, benefit, and advantage of the Association, the Owners, and the Properties, and to each and every person who shall hereafter purchase any Lot (as defined below) that these covenants, conditions, and restrictions governing the use and occupancy of all Property be established as set forth herein and declared to be covenants running with the land;

WHEREAS, with this Second Amended and Restated Declaration the Owners of the Properties declare their intent to avail themselves and the Property of the benefits and privileges of the Georgia Property Owners' Association Act, codified at O.C.G.A. §44-3-220 et seq.;

WHEREAS, pursuant to the Original Declaration and the First Amended and Restated Declaration, said Declarations may be amended only by the affirmative vote in person or by proxy of members representing two-thirds (2/3) or more of those authorized to vote in accordance with the applicable parameters for voting, plus the consent of what was then-described as a Class "B" member of the Association (identified as the "Declarant" in those Declarations);

WHEREAS, the Association no longer has any "Class B" member(s) as referenced previously in the Original Declaration and the First Amended and Restated Declaration;

WHEREAS, by the Association's signature hereto, the Association hereby certifies the written approval of this Second Amended and Restated Declaration by due and proper vote of at least two-thirds (2/3) of those authorized to vote, inclusive of the expressed desire to become subject to the Georgia Property Owners' Association Act;

NOW, THEREFORE, the Association hereby declares that the real property described in the Original Declaration, together with the Additional Property (as defined below) is and shall be held, transferred, sold, and conveyed subject to this Second Amended and Restated Declaration, that the Subdivision and its Properties be subject to the Georgia Property Owners' Association Act, and that all previous Declarations and amendments to same shall be and are superseded and replaced and shall be null and void from and after recording of this Second Amended and Restated Declaration.

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ARTICLE I
Definitions

Section 1. "Additional Property" shall mean all that property and any as may be adjacent to or contiguous with the Exhibit "A" Property (or Property made a part of The Cabins at Copperhead Property Owners Association which may be added to the Subdivision community in accordance with the terms of Article VI of the Declaration) identified at Plat Book 59, Pages 134-135 (the "Subdivision Plat"). Property shall be deemed to be adjacent to or contiguous with property made a part of Subdivision if it physically connects to such property, at any point, or if it is separated only by a road, public or private, or water course, including any river, creek or lake.

Section 2. "Board of Directors" or "Board" shall be the elected body of the Association having the meaning and duties as described in the Georgia Property Owners' Association Act.

Section 3. "Common Area" shall mean all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the owners.

Section 4. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and the Subdivision, including any reasonable reserve, all as may be imposed hereunder or found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Articles of Incorporation.

Section 5. "Lot" shall mean a plotted portion of the Properties, other than the Common Area, intended for independent use or ownership as reflected in the Subdivision Plat, Plat Book 59, Pages 134-135, recorded at the offices of the Superior Court Clerk for Union County, Georgia. The term "Lot" shall not include an individual timeshare or fragmented ownership interest of an accommodation, the term "Lot" encompassing the entire accommodation and not any ownership interest therein existing.

Section 6. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 7. "Mortgage" included a deed to secure debt, or security deed, as well as a mortgage, and a "first mortgage" is a first priority deed to secure debt, deed of trust, or mortgage.

Section 8. "Mortgagee" shall include a beneficiary or holder of a deed to secure debt, deed of trust, as well as a mortgagee. A "first mortgagee" is the holder of a first priority deed to secure debt, deed of trust or mortgage on a Lot or Residential Unit.

Section 9. "Mortgagor" shall include the grantor of a deed of trust, as well as a mortgagor.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of any Lot which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The Owners of the lot on which a cooperative, if any, is located shall be shareholders whose interest shall be allocable as their interest might otherwise be allocable.

Section 11. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

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Section 12. "Phase" shall mean the increments of property described in the Subdivision Plat and, subjected to this Declaration or by any Amendments or Supplemental Declarations, each such described property being a separate Phase.

Section 13. "Properties" shall mean and refer to the real property described in the Subdivision Plat, all of which is hereby incorporated, and shall further refer to such Additional Property as may hereafter be annexed by Amendment or Supplemental Declaration to this Declaration or which is owned in fee simple by the Association.

Section 14. "Park Model or Modular Cabins" shall have a gross heating living area not exceeding 900 square feet. Any required replacement Park Model or Modular Cabins shall meet the same criteria as set forth by the Board and must be approved by the Association.

Section 15. "Trust Indenture" shall mean the Trust Indenture filed and recorded in the Office of the Clerk of Superior Court of Union County, Georgia at Deed Book 686, Pages 212-220 controlling and regulating the Sanitary Sewer System serving the Properties. Said Trust Indenture shall become a part of this Declaration by reference.

ARTICLE II Property Rights

Section 1. General. Every Owner shall have a right to the restrictions, limitations, or provisions contained in this Declaration. Such right and easement may be exercised by the Owner, and the members of such Owner's family and his or her tenants, licensees, and invitees, subject to such reasonable regulations or procedures as may be adopted by the Board. The aforementioned right and easement of enjoyment shall be appurtenant to and shall pass with the title to every Lot, subject to the following reservations, rights, and provisions:

(a) The right of the Board to suspend an Owner's voting rights and right to the use and enjoyment of the facilities as may be located on the Common Area for any period during which an assessment of the Association remains unpaid when and as due or for any period during which an infraction of the Association's rules and regulations occurs, and, for both, for an additional period not to exceed thirty (30) days thereafter upon coming into compliance;

(b) The right of the Board to dedicate, transfer, or grant permits, licenses, or easements in and to the Common Area for utilities, roads, and other purposes reasonably necessary or useful for the proper development, maintenance, or operation of the Subdivision;

(c) The right of the Association to borrow money for the purpose of (1) improving the Properties or any portion thereof, (2) acquiring additional Common Area, or (3) repairing or improving any facility located or to be located on the Properties, and to give as security for the payment of any such loan, a mortgage or deed of trust conveying all or any portion of the Common Areas; provided, however, the lien and encumbrance of any such mortgage or deed of trust given by the Association shall be subject and subordinate to any and all rights, interest, options, easements, and privileges herein reserved or established for the benefit of any Owner, any other person, or the holder of any mortgage or deed of trust irrespective of when executed, given by any Owner encumbering any Lot, Cabin, or other property located within Subdivision;

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(d) The easement right of the Association via Board action and their successors and assigns to enter and travel upon, over and across the Common Area for the purpose of completion and repair of the improvements within the Properties or Additional Property and for all reasonable purpose of completion and repair of the improvements within the Properties or Additional Property and for all reasonable purposes to further assist and enhance the marketing of property, Lots, or Cabins located or to be located on the Properties or Additional Property;

(e) The reserved easement and right of the Owners and their invitees, guests, and tenants (and their invitees and guests), present and future, to enter and travel upon, over, and across the Common Area for the purpose of accommodating the use of the Subdivision facilities by such persons.

Section 2. Owners Right to Ingress, Egress Use and Support. Every Owner shall have the right of ingress and egress over, upon and across the Common Area necessary for access to his or her Lot or Cabin and shall furthermore have the right and easement of use and enjoyment of the Common Area and the right to lateral support. Such rights shall be appurtenant to and pass with the title to each Lot or Cabin.

Section 3. Easement of Encroachment. If any portion of the improvements constructed on the Common Area encroaches upon an Owner's Lot the Common Area as a result of construction, reconstruction, repair, shifting settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists; provided, however, if any improvement on a Lot is knowingly and willfully constructed, reconstructed, or repaired so as to encroach on the Common Area, to an extent greater than five (5) feet, no such easement shall exist.

Section 4. Use of Common Areas. Other than for the right of ingress and egress and the normal intended use as interpreted by the Board, the Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed by the Board or as may be expressly permitted in this Declaration or any amendment or Supplemental Declaration applicable to all or a portion of the Properties. By way of explanation and not limitation, no fences, hedges, or walls shall be erected or maintained upon the Common Area, except as are installed by Board in accordance with the construction of the improvements located thereon or as approved by the Board or their designated representatives. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 5. Acknowledgment of Rights of Use. Each Owner and each member of the Association, by acceptance of a deed or contract for deed to any Lot or Cabin in the Subdivision, is deemed to accept the reservations, rights of use, licenses, easements, and permits existing in, through, and over the Common Area as well as all conditions, limitations, and restrictions imposed by this Declaration and any amendment to this Declaration.

Section 6. Conveyance of Common Area. The Association covenants to accept title to all of the Common Area, including all roads in the Subdivision and the septic system, and, with respect to the septic system, hereby agree to be bound by the Trust Indenture for the Sewer system. It is hereby agreed that all roads in the Subdivision are to remain private and will be maintained by the Association.

Section 7. Rules and Regulations. The Board may establish reasonable rules and regulations concerning the use of the Common Area and improvements located thereon. No rule or regulation shall, however, diminish, alter, or affect the rights or use, easements, permits, privileges, or licenses granted

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under this Declaration, any amendment to this Declaration, or as may be granted by the Board Copies of such rules and regulations, and any amendments thereto, shall be made available to the Owners at least ten (10) days prior to the effective date. The rules and regulations shall be binding upon the Owners and users, their families, tenants, guests, invitees, and agents, until and unless such regulation, rule, or requirement is specifically overruled, cancelled, or modified by the Board. The Board shall have the authority to impose reasonable monetary fines and other sanctions for violations of the rules and regulations, and monetary fines may be collected for violations of its rules by lien and foreclosure, as provided in Article VII hereof. In addition, the Board shall have the right to suspend votes and the right to use the Common Area (other than for access to one's Lot) for violation of the rules and regulations as well as to proceed judicially to enjoin and abate violations of such rules and regulations.

Section 8. Construction and Sale Period. Despite any provisions contained in this Declaration to the contrary, it shall be expressly permissible for the Association to maintain and carry on upon such portion of the properties as the Association may deem necessary, including, but not limited to, the Common Area, such facilities and activities as the Association may determine is reasonably required, convenient, or incidental to construction or sale, including, without limitation, business offices, signs, model lots, Cabins, and sales offices, so long as construction on or offering for sale by the Association of all or any portion of the Properties or Additional Property, including Lots and Cabins, continues. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots and Cabins owned by the Association as models and sales offices and to authorize sales and construction personnel to travel upon and enter the Common Area. Furthermore, the Association reserves the right, during installation of streets or other facilities, as shown on any Subdivision Plat or plat of any Phase, to enter onto any Lot or Lots that have been conveyed to and/or contracted for by any other Owner or Owners.

Section 9. No Partition. Except as is permitted in this Declaration, there shall be no partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in any of the Properties or any part thereof seek any such partition, judicial or otherwise, unless the affected area has been removed from the provisions of the Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 10. Easements for Utilities Etc. The Board shall have the power to grant blanket easements upon, across, over and under all of the Property, including Lots, for ingress, egress, installation, replacing, repairing, and maintaining master television antenna or cable systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, telephones, gas, cable television, and electricity; provided this easement shall not authorize entry into or physical damage to any structure as might exist unless owned by the Association. In furtherance of this easement, from and after such time as the Association is empowered as referred to herein, the Board shall grant such easements as may be reasonably necessary for the development of any property described in the Subdivision Plat and/or the Additional Property. In addition, The Association reserves the easements and rights-of-way as shown on any Subdivision Plat or the Plat of any Phase or any of the Properties, including Lots, for the purpose of constructing, maintaining, and repairing a system or systems of electric lighting, electric power, telegraph and telephone line or lines, gas, sewers, or any other utility the Board determines to install in, across, and/or under the Properties; provided, however, the Board reserves the right, and hereby transfers same to Association, to relocate, make changes in and additions to the above easement for the purpose of most efficiently and economically installing the improvements.

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ARTICLE III
Association Membership and Voting Rights

Section 1. Membership Subject to Section 2 of this Article. Every Person who is the record owner of a fee or undivided fee interest in any Lot that is subject to this Declaration shall automatically become a Member in the Association and shall be deemed to have assented to the By-Laws of the Association (as such may be established and/or amended from time to time) and any and all rules, regulations, and restrictions as may otherwise be established by the Association (as such may be established and/or amended from time to time): The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. Any Person who is the record owner of a fee or undivided fee interest of more than one (1) Lot that is subject to this Declaration shall have but one (1) Membership in the Association. Subject to and only consistent with this Declaration, the Board shall determine how and to what extent Persons owning one (1) or more Lots subject to this Declaration may vote or otherwise participate in the Association, provided, however, that any such determination must be applied equally to all such Persons owning multiple lots. To the extent not inconsistent with this Declaration, the rights and privileges of membership, including the right to vote, may be exercised by a Member or a Member's spouse.

Section 2. Voting. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1 hereof, provided, however, that a Member who has been delinquent in payment of any fees or assessments due and owing shall be ineligible to vote until all such delinquent fees and assessments have been paid in full as provided for herein. When more than one Person holds such an interest in a Lot, (a) only one vote is permitted for the Lot, and (b) the Persons holding such interests in a Lot must determine how the one vote will be cast and advise the Secretary of Association prior to or at a meeting where a vote is to occur. In the absence of such advice and/or in the event more than one Person seeks to cast a vote for a Lot, the Lot shall be disqualified from such vote and the determination of a presence of a quorum and the determination of the presence of a majority vote on the item involved shall be correspondingly adjusted. It is expressly understood that each Lot shall have but a one (1) singular vote representing all Persons who hold the interest in the Lot required by Section 1 hereof.

ARTICLE IV
Association Power and Responsibilities

A. In General.

Section 1. Authority of the Board of Directors. Except as may otherwise be provided for in this Declaration, the day-to-day affairs of the Association, including enforcement of the provisions of this Declaration, the By-Laws, Articles of Incorporation, any other rules and regulations that may be established, and the exercise of authority entrusted to the Association by same, shall be handled and managed by the Board for and on behalf of the Association. The Board is also empowered to establish, revise, and modify the By-Laws and any other rules and regulations prescribed for the Subdivision.

Section 2. Common Area. The Association, subject to the right of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and all improvements thereon shall be kept in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof. The Association shall maintain, operate, and preserve the Common Area for the good and benefit of the community and holders of easements herein provided for or

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contemplated.

Section 2. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof (inclusive of Subdivision maintenance, i.e. lawn maintenance, garbage or refuse disposal, etc.) and any other personnel as the Board may determine to be necessary or desirable. Such personnel may be furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Association or enforcement of this Declaration. The Board may, but shall not be required to, arrange for furnishing trash collection, security, cable television, and other common services for each Lot within the Subdivision as an Association expense.

Section 3. Personal Property and Real Property for Common Use. The Association may acquire, hold, and dispose of tangible and intangible personal property and real property.

Section 4. Power to Contract. The Association may contract with any other residential or commercial association, Parcel, or neighborhood within or adjacent to the Subdivision to provide services and/or perform services on behalf of such other association, Parcel, or neighborhood.

Section 5. Enforcement of Restrictions. The Association shall have the right and power to enforce each and every restriction herein contained, including those restrictions relating to architectural approval and modification, and shall have all those powers and privileges necessary or desirable to so act.

Section 6. Power to Assess. The Association shall have the right and power, as more particularly set forth in this Declaration, to fix, levy, collect, and enforce payment by any lawful means, all charges and assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and all office and other expenses incident to the conduct and affairs of the business of the association.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, the By-Laws, or its Articles of Incorporation and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

B. Maintenance:

Section 1. Association Responsibility. The Association shall maintain and keep in good repair the Common Area, such maintenance shall be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other floor, structures, and improvements situated upon the Common Area.

Section 2. Owner's Responsibility. Subject to Article X hereof, the maintenance responsibility of an Owner shall be as follows:

(a) All maintenance of Lots or Cabins, unless specifically identified hereunder or in a Supplemental Declaration or other applicable Declaration of Covenants as being the responsibility of the Association or another party or entity, shall be the responsibility of the Owners of such Lot or Cabin.

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(b) In the event the Board determines that any Owner fails or refuses to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder, then in that event the Owner shall be provided a notice describing with reasonable particularity the maintenance, repair, or replacement needed. The Owner shall be provided a period of fifteen (15) days to commence and complete the maintenance, repair, and replacement described in the notice. In the event such maintenance, repair, or replacement is incapable of commencement and completion within said fifteen (15) day period, the Owner must make suitable arrangements within the fifteen (15) day period for work to commence (and provide proof of same to the Board) and such maintenance, repair, or replacement must be completed within a reasonable time thereafter. Owners who fail to comply are subject to any and all remedies provided for by this Declaration, including, but not limited to, assessment of fines, impositions of liens on the Lot, and suspension of voting rights.

(c) In the event the Board determines that a need for maintenance, repair, or replacement that is otherwise the responsibility of the Association is caused by the willful or negligent act of an Owner or his or her family, guests, invitees, or lessees, the Board, except in cases of an emergency, shall provide the Owner written notice of the intent to undertake such maintenance, repair, or replacement at the Owner's sole cost and expense. The notice shall describe with reasonable particularity the maintenance, repair, or replacement deemed necessary, an estimate of the costs, and a description of the basis for Owner being responsible for same. The Owner shall then have fifteen (15) days within which to pay to the Association the estimated cost. If the Owner fails to do so, then the Association may undertake the work and pursue any and all remedies provided for by this Declaration, including, but not limited to, assessment of fines, imposition of liens on the Lot, and suspension of voting rights.

(d) The mowing of all Lots and Common Area shall be performed by the responsibility of the Association or its agent and the cost thereof shall be paid out of the general assessment levied by the Association each year, provided, however, that Lot Owners are responsible for lawn maintenance within fenced areas, inclusive of mowing and trimming.

C. Insurance and Casualty or Liability Losses.

Section 1. Insurance. The Association shall have the authority, but shall not be required, to obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard insured against. The Board may, but shall not be required to, obtain a public liability policy applicable to the Common Area covering the Association, its officers, directors, Members, and agents. Unless otherwise provided by the Board, the cost of all such insurance coverage shall be paid from the annual general assessment. Each insurance policy may contain a deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board shall be written in the name of the Association, as Trustee, for the respective benefited parties, as further identified in (a) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies on the Common Area shall be for the benefit of the Owners and their mortgagees, as their interests may appear.

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(b) Exclusive authority to adjust losses under policies in force on any portion of the Properties, including the Common Area, obtained by the Association shall be vested in the Board, provided, however, that no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(c) In no event shall the insurance coverage obtained and maintained by the Board hereunder be brought into contribution with insurance purchased by individual owners, occupants, or their mortgagees, and the insurance carried by the Association shall be primary.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be distributed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction, as hereinafter provided. Any proceeds remaining after paying for such repairs or reconstruction or, in the event no repair or reconstruction is made and after making such settlement as is necessary and appropriate with any affected Owner or owners and their mortgagee(s), as their interests may appear, shall be retained by and for the benefit of the Association. This is a covenant for the benefit of any mortgagee of any part of the Properties and may be enforced by such mortgagee.

(b) If it is determined, as provided for in Section 2 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, available proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a) hereof.

Section 3. Damage and Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damage or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least seventy-five (75%) percent of the eligible voting interests of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available, provided, however, that such extension shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination whether the damage or destruction shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the property shall be restored to its natural state and maintained as an undeveloped portion of the Property by its respective owner or owners in a neat and attractive condition.

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Section 4. Repair and Reconstruction. If the damage or destruction for which the insurance proceeds are paid is to be repaired or reconstructed and such proceeds are insufficient to pay the cost thereof, the Board may levy a special assessment against all Owners ultimately responsible for the payment of the policy premium in the same proportion as an additional assessment bears to the Association's budget. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. If the funds available from insurance exceed the cost of repair, such excess shall be deposited to the benefit of the Association.

Section 5. Lot Owner's Responsibility. By virtue of taking title to a Lot, each Owner of a Lot covenants and agrees with all other Owners and with the Association to carry all risk casualty insurance in the event the Association does not carry blanket all-risk casualty insurance on improvements on Lots. Each Owner, if any, further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of any structure located on a Lot, he or she shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction. In the event that any Cabin structure is totally destroyed or rendered uninhabitable or unusable and the Owner thereof determines not to rebuild or reconstruct, then that Owner shall clear that Lot of all debris and return it to substantially the state in which it existed prior to construction. In said event, Lot Owner shall have forty-five (45) days from the day of the loss of structure to clear said lot of all debris, regardless of the Lot Owner's intent to rebuild or not to rebuild. The obligation of a Lot Owner hereunder specified shall not be applicable to any Owner whose Lot is insured under a casualty insurance policy obtained by an association of owners on his behalf.

ARTICLE V Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, the award made for such taking shall be payable to the Association, as Trustee for all Owners, to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking at least seventy-five percent (75%) of the eligible voting Member shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land including the Common Area, to the extent lands are available therefore, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, then the above provisions in Article IV hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE VI Annexation of Additional Project

Subject to the written consent of the owner thereof and upon the written consent or affirmative Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for The Cabins at Copperhead and the Cabins at Copperhead Property Owners Association, Inc.

vote of a majority of the Members present or represented by proxy at a meeting duly called for such purpose, the Association may annex real property into the Subdivision and thereby subject such property to the provisions of this Declaration by filing for record in the Union County, Georgia, Official Records, a supplementary amendment in respect to the property being annexed. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein. The time within which and the manner in which notice of any such meeting of the Members of the Association, the call for the purpose of determining whether real property shall be annexed, and the quorum required for the transaction of business at any such meeting, shall be as specified in the Georgia Property Owners' Association Act, O.C.G.A. §44-3-228, subject to modification by duly adopted By-Laws of the Association.

ARTICLE VII Assessments

Section 1. Creation of Annual Assessment. Hereby authorized and established is the authority of the Board to provide for annual assessments for Common Expenses (the "Annual Assessment"). The Board may from time to time prescribe the Annual Assessments to be paid but no less frequently than annually consistent with the fiscal year of the Association. Annual Assessments shall be levied equally against all Lots subject to this Declaration and shall be used to pay Common Expenses determined by the Board and to be used for the benefit of the Association, its members, and the Properties as a whole, including but not limited to, maintenance and insurance of the Common Area and expenses otherwise incurred by the Association in accordance with its rights, powers, and privileges. The Annual Assessment levied against and payable by Lot shall be determined by multiplying the established assessment equal to an amount determined as if one (1) Cabin were located thereon.

Section 2. Creation of Special Parcel Assessment.

(a) Hereby authorized and established is the authority of the Board to provide for special parcel assessments for certain Common Expenses as may from time to time be authorized by the Boards. Special parcel assessments shall be levied against Lots within particular Parcels of the Properties for whose benefit expenses are incurred by the Association, such as maintaining and operating facilities and amenities within a Parcel reserved for use of the residents within that Parcel, expenses of enforcing all assessments, covenants, and conditions relating to the respective Parcel, and expenses determined by the Board to be for the benefit of a respective Parcel. Each Lot within a Parcel shall pay the special parcel assessment that will be computed in the same manner as such Lot pays an annual assessment. Special parcel assessments established in one Parcel do not need to be equal to special parcel assessments established in another Parcel.

(b) Hereby created and established is a Preventative Maintenance Special Assessment in the amount of FOUR HUNDRED FORTY-FIVE DOLLARS AND NO CENTS (\$445.00). This special assessment is intended to serve as a fund for maintenance needs unanticipated at the time of budgeting for and collecting the Annual General Assessment. The Preventative Maintenance Special Assessment shall be assessed only upon and in connection with a sale or other transfer of the whole of the ownership rights to a Lot occurring after adoption of these Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions. The Preventative Maintenance Special Assessment shall be due and payable by the buyer or recipient otherwise of the ownership rights at a closing and/or upon the transfer of the ownership rights. It shall be the responsibility of the seller/transferor of the ownership rights to inform the buyer/transferee of the ownership rights of this Preventative Maintenance Special Assessment.

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Section 3. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a lot, by acceptance of a deed or contract for deed, whether it is or it is not expressed in such instrument, is deemed to covenant and agree to pay to the Association, in accordance with the provisions hereof:

(a) Annual assessments or charges, including general assessments and special parcel assessments per each Lot owned;

(b) Other special assessments, such assessments to be established and collected as hereinafter provided; and

(c) Specific assessments against any particular Lot which are established pursuant to the terms of this Declaration, including, but not limited to, reasonable fines as may be imposed in accordance with this Declaration.

All such assessments, together with interest at the highest rate permitted by applicable law, costs, and reasonable attorney's fees shall also be the personal obligation of the Owner(s) of such Lot at the time assessment came due, and any grantee(s) of such Owner(s) shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance to the grantee(s), provided, however, any first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage or foreclosure of the mortgage or deed in lieu of foreclosure will not be liable for such Lot's unpaid assessments which accrued prior to the acquisition of title to such Lot by such dates as may be fixed by the Board of Directors, which may include without limitation, acceleration of the annual assessment for delinquencies. All assessments shall be due when prescribed by the Board. The Association shall have an easement to go on or about the property of the Lot to terminate services, including water, septic, and garbage disposal for the Lot Owner's failure to pay the Association assessments. The above said easement shall be available without liability either originally or civilly to the Association.

Section 4. Computation of the Annual General Assessment.

(a) Commencing with the next fiscal year following adopting and recording of this Declaration, the annual assessment shall be composed of an annual fee of EIGHT HUNDRED SIXTY-FOUR DOLLARS AND NO CENTS (\$864.00) and a supplemental fee of THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$360.00) to defray the expense of the Association-provided and maintained fiber optic connections for the Subdivision, for a total annual assessment of ONE THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS AND NO CENTS (\$1,224.00) (the "Annual General Assessment"). Subsequent to the next fiscal year and thereafter for subsequent fiscal years, the Annual General Assessment shall be determined and fixed by the Board of Directors. The Annual General Assessment shall be due and payable on January 1st of each year with late fees and penalties, if any, attaching on February 15, unless otherwise provided for by the Board. Payment of the Annual General Assessment upon the closing of a sale of a Lot shall be due to be paid from the closing proceeds, to be itemized on the settlement statement as a collected fee payable to the Association, and this payment shall be pro-rated and apportioned between or among buyer(s) and seller(s) to account for the percent of ownership of the Lot during the year of purchase.

(b) At least forty-five (45) days prior to the Association's annual meeting, the Association's Chief Financial Officer shall prepare a budget covering estimated cost of operating the Association and the Properties during the coming year. The budget shall separately list general and special assessments, if any. The Board shall cause a copy of the budget and the assessments to be levied therefrom to be.

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available to all Members at a central location on the Properties to least (20) days prior to the annual meeting. The budget and assessment established therefrom shall become and be effective unless objected to in writing executed by no less than a majority of the total eligible voting Member and delivered to the Board no later than the date fixed for the annual meeting. In the event that the membership disapproves the proposed budget or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget and assessments in effect for the current year shall continue for the succeeding year.

(c) Notwithstanding anything else to the contrary contained herein, the amount of the annual assessment for any particular year may be increased by the Board for a succeeding year without need of making the budget available for consideration and disapproval by the Members as described in Section 4(b) above so long as the proposed annual assessment does not exceed an increase greater than ten percent (10%) over that annual assessment charged for the preceding year.

Section 5. Special Assessments. In addition to the assessments authorized elsewhere herein, the Board may levy a special assessment in any year to address unusual or unexpected costs or expenses incurred and/or to address improvements to or for the Common Area. The Board, by majority vote, may impose such a special assessment without a membership vote.

Section 6. Effect of Nonpayment of Assessments. Assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period of more than thirty (30) days shall incur a late fee in an amount as the Board may determine from time to time, but not to exceed One Hundred Dollars (\$100.00) or twenty-five (25%) percent of the assessment amount owed, whichever is greater, provided, however, that if the Board does not establish a late fee, the late fee shall be the maximum amount otherwise hereby authorized.

Section 7. Commencement of Assessment. Notwithstanding anything herein to the contrary, any and all assessments provided for in this Declaration shall commence against a respective Lot as in this section provided. Any and all assessments shall commence at the time of conveyance of a Lot by the Owner.

ARTICLE VIII Mortgagees' Rights

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages in Subdivision. To the extent applicable, necessary, or proper, the provisions of this Article apply to both this Declaration and the By-Laws of Association. Where indicated, these provisions apply only to "eligible holders", as hereinafter defined.

Section 1. Payment of Taxes. First mortgagees may, jointly or individually, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such Common Area. First mortgagees making such payment shall be owed immediate reimbursement therefore from the Association.

Section 2. No Priority. No provisions of this Declaration or the By-Laws give or shall be construed as giving any Owner or any other party priority over any rights of the first mortgagee in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a

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taking of Common Area.

Section 3. Notice of Default. Notwithstanding anything contained herein which might otherwise be construed to the contrary, a first mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by an Owner of a Lot in which such mortgagee has an interest or any obligation under this Declaration, the By-Laws or the Articles of Incorporation which is not cured within sixty (60) days.

ARTICLE IX General Provisions

Section 1. Coverage and Term. The covenants and restrictions of this Declaration shall run with and bind the Properties and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns. The covenants, conditions, and restrictions of this Declaration, as they may be amended from time to time, shall run with and bind the properties for a term of twenty (20) years from the date of recordation, unless amended, as herein provided. After such initial term, such covenants, conditions, and restrictions shall automatically be extended for successive periods of ten (10) years each unless, within sixty (60) days before the commencement of any such ten (10) year period, these covenants are extinguished by a written instrument executed by seventy-five percent (75%) of the Members and such instrument is recorded.

Section 2. Amendment. This Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing two-thirds (2/3) or more of the total voting power of the Association authorized to vote on amendments. Any amendment must be recorded among the Official Records of Union County, Georgia. Notwithstanding anything otherwise contained herein, in the event it is determined that any provision of this Declaration needs to be amended to conform with the guidelines established by an institutional lender who holds a loan secured by property subjected to this Declaration, the Board, without need of a membership vote, may make and adopt such amendments.

Section 3. Variances and Waiver of Restrictions. So long as permitted by Georgia Law the Board may waive or otherwise allow and authorize variances from the terms and restrictions hereof or the terms and restrictions of any Supplemental Declaration as might hereafter be relevant to the Property or any part thereof.

Section 4. Merger and Subdivision of Lots. Lots may not be subdivided or merged with other Lots. Each Lot shall remain independent of each other regardless of ownership and shall be assessed separately regardless of ownership.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Reservation From Lot Conveyance. It is expressly agreed and understood that the title conveyed to any Lot or Parcel of land within the Properties by contract, deed, or conveyance shall be subject to any easement affecting same for roadways or drainage, water, gas, sewer, storm sewer, electric light, electric power, telegraph, telephone, or television purposes and shall convey no interest in any pipes, lines, poles, or conduits, or in any utility authority of the Board or any easement owner, or their agents through, along, or upon the premises affected thereby, or any part thereof, to serve said land or any

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other portion of the Properties, and, where not affected, the right to maintain, repair, sell or lease such appurtenances to any municipality or other governmental agency or to any public service corporation or to any other party, and such right is hereby expressly reserved.

Section 8: Incorporation by Reference. All dedications, limitations, restrictions, and reservations shown on any recorded subdivision plat or any recorded plat of a Phase are incorporated herein and made a part hereof as if fully set forth herein and shall be construed as being adopted in each and every contract, deed, or conveyance executed or to be executed by or on behalf of each successive Owner conveying any of the Properties, whether specifically referred to therein or not.

ARTICLE X Use Restrictions

Section 1. Annoyance or Nuisances. No notorious or offensive activity shall be carried on upon any Lot nor shall anything be done thereon which may become an annoyance to the neighborhood or which interferes with the reasonable quiet enjoyment of other Lot owners' use of their respective Lots or which shall increase the rate of insurance. The display or shooting of firearms, fireworks or firecrackers is expressly forbidden. There shall be a "quiet time" daily for the period of 10:00 p.m. to 7:00 a.m. during which Lot Owners, their guests, invitees, and/or tenants should not engage in activities on a Lot that produce noise that neighbors may hear from their respective residences and/or that interfere with neighbors resting or sleeping. (e.g., loud music or television, construction and/or lawn maintenance activity, use of power tools or equipment producing such loud noises).

Section 2. Cabin Use and Related Structures Only. Subject to the Board's reserved rights herein and subject to construction and/or enlargement of other structures as may be permitted herein, all Lots shall be used only for the construction, placement, and, then, use of a cabin as permitted herein. Lots may not be used for any other purpose. All other permanent structures are prohibited except as provided for herein. No mobile homes, recreational vehicle units, trailers, or tents shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 3. Signs and Billboards. No signs, billboards, posters, or advertising devices of any character shall be erected, permitted, or maintained on any Lot or on the Common Area without the express prior written consent of the Board. The Board reserves the right to erect and maintain such signs, billboards, or advertising devices as is customary in connection with the general sale and/or rental of Property.

Section 4. Replacement of Cabins. No cabin shall be replaced with another cabin except with the written approval of the Board. Said replacement shall be of the same quality and kind of model being replaced. No cabin may be replaced or enlarged to a size above 900 square feet.

Section 5. Storage and Disposal of Garbage and Refuse. Subject to the Board's reserved rights, no Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste materials shall not be kept, except in sanitary containers constructed of metal, plastic, or masonry materials with sanitary cover or lids. Equipment for the storage or disposal of such waste materials shall be kept in clean and sanitary condition. No Lot shall be used for the open storage of any materials whatsoever, which storage is visible from the street, except that building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for the 30-day construction period, after which these materials shall be removed from

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the Lot.

Section 6. Pets. No horses, cows, hogs, poultry, or livestock of any kind are allowed to be kept on any Lot. Only customary, domesticated household pets may be kept on any Lot and said pets are to be housed within the cabin. Note: Only two (2) such pets per cabin. When outside of cabins, said pets shall be leashed at all times, and at no time are pets to run at-large. Intestinal deposits of pets left on Common Areas or other Lot Owner's lots shall be cleaned by the pet's owner. Failure to do so by the pet's owner will result in a monetary fine to be determined by the Board. Should such pets become a nuisance in the opinion of the Board, they must be removed from the Properties.

Section 7. Drainage. The natural drainage of streets, Lots, or roadway ditches shall not be impaired by any person. Driveway culverts will be of sufficient size to afford proper drainage of ditches without backing water up into a ditch or diverting flow. The Board may remove any culvert that obstructs the flow of water through the street ditches.

Section 8. Limitation On Number of Cabins. No more than one cabin is permitted on any Lot.

Section 9. Exterior Maintenance. All cabins which are maintained on any Lot must be in good condition, maintained on the exterior, and free of unsightly conditions, including but not limited to, excessive mildew, dirt, dust, and grime.

Section 10. Outside Installations. Outdoor clothes poles, clothes lines, and walls as well as radio and/or TV antennas are not permitted. Small-diameter satellite dish systems not to exceed 18 inches in diameter are permitted, but the installation location must have prior approval from the Board.

Section 11. Storage/Utility Buildings Permitted. Notwithstanding any other provision hereof, and in addition to a cabin and a garage, it is expressly provided that each Lot may have constructed thereon one (1) storage utility building (the "Outbuilding") subject to the following conditions: Such outbuilding shall not be attached to a covered deck or to a cabin. No Outbuilding can be larger than 288 square feet (inclusive of any porch constructed thereon). The roof of an Outbuilding must be of the same material and color as the roof of the cabin located on the same Lot. No restroom facility may be located anywhere other than within the cabin on the lot. No Outbuilding may be used as a living quarters on either a temporary or permanent basis and may not exceed a height of 14 feet as measured from the highest point of the ground to the tallest point of the Outbuilding. The Outbuilding must be constructed from natural materials and finished in colors consistent with the colors of the Subdivision and approved by the Board. No particle board or chip board may be exposed as siding or otherwise. No vinyl, metal, plastic or plastic-like materials, or other man-made materials may be used as siding. Windows, doors, and hardware may be of any conventional material.

Section 12. Garages. Only one (1) garage is permitted per Lot with a cabin existing or constructed thereon. The garage shall be detached from the cabin and any other permitted structure. A garage may be situated only to the left or right of, and even with, the front-facing edge of the cabin foundation, or it may be situated behind the cabin to which the garage serves. Newly-constructed garages may not exceed 12 feet by 24 feet in dimensions, and existing garages may be enlarged to those dimensions.

Section 13. Construction Plans. Prior to the commencement of construction (including any grading and any of site prep activity) for a cabin or permitted outbuilding, a written plan must be

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submitted to and approved by the Board. All construction, including painting, must be completed within ninety (90) days after approval. All unused construction material must be removed at the end of the ninety (90) day construction period.

Section 14. Storage Rules. There shall be no visible, loose storage under decks, cabins, or outbuildings. No moveable personal property shall be permitted to remain on a Lot when the site is not in use except for the following items: tables, chairs, benches, portable barbeque, and other like portable personal property but only as such would be used if the Lot was occupied.

Section 15. Carports Prohibited. No "carports" or other unenclosed structures shall be constructed or maintained on any Lot.

Section 16. Restrictions on Dangerous Activities. No hunting or use of firearms, bow and arrows, blow guns, B-B guns, pellet guns, or the like is permitted within the Subdivision and beyond the Subdivision where such activity would reasonably be expected to invade the airspace of the Subdivision. No vehicle of any type may be driven or towed in a reckless manner on or along any street or service driveway within the Subdivision, and, furthermore, vehicles must observe speed restrictions and noise limitations as established from time to time.

Section 17. Camping. Camping shall not be permitted in any area designated as a Lot, Common Area, streets, or service driveway.

Section 18. Parking. No vehicle shall be parked on or along any street or service driveway or Common Area except as such areas may be, from time to time, so designated for parking. No commercial trucks shall be parked for storage at any time on any Lot except during deliveries or for providing of services for the Lot and/or structures on the Lot.

Section 19. Governmental Regulations. All governmental building codes, health regulations, zoning restrictions, and other requirements, rules, and/or regulations of an appropriate government authority applicable to the Properties now or hereafter made subject to this Declaration shall be observed. In the event of any conflict between any provision of any such governmental code, regulations, or restriction and any provision of the Declaration, the more restrictive provision shall apply.

Section 20. Entry Law Enforcement Officials. Law Enforcement Officers of the Union County Sheriff's Office shall have the right to enter upon and to patrol the private streets within the Subdivision and to enforce thereon all applicable County ordinances, the Georgia Motor Vehicle Code, the Georgia Criminal Code, and any and all other laws for which they have been lawfully empowered to enforce.

Section 21. Digging/Grading. No digging or grading on any Lot is permitted that may endanger or jeopardize buried utilities and/or service lines without permission from the Board. Lot owners are reminded also (a) to contact such services providers prior to commencing any grading or digging, including for shrubs, plants fencing etc. And to check with the Board about the location of such buried utilities. Failure to do so could result in injury or death and fines from utility companies and/or the Association. Damage to buried utilities and/or service line caused by unapproved digging or grading by a Lot owner will be paid for by and the responsibility of the Lot owner.

Section 22. Propane Tanks. Only tanks that are permitted or allowed by Union County ordinance governing such are permitted.

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Section 23. Decks. All deck plans must be submitted and approved by the Board.

Section 24. Fences/Barriers.

(a) All fences are to be approved by the Board, and those desiring a fence must submit a plan for the fence as they may be directed by the Board. Fences may be no taller than 48 inches and may not encompass an area larger than 576 square feet. The Lot Owner is responsible for all lawn maintenance (including mowing and trimming as needed) within the fenced enclosure. Fences must be constructed of natural materials only. e.g., no chain link, barbed/razor wire, plastic, vinyl, etc. fencing is permitted. The finish for fence material must be approved by the Board. The fence must be properly maintained at all times.

(b) In no event shall a barrier of any kind obstruct or impede the use of a driveway or other entrance to a Lot.

Section 25. Unlicensed Motor Vehicles. No unlicensed motor vehicles shall be allowed on the Properties. No motor bikes, mini-bikes, motor scooters, or other similar gas-powered vehicles of that type (excluding motorcycles, all-terrain vehicles, and utility task vehicles from this list) may be operated in the Subdivision except for the sole limited purpose and use as a means of motorized transport for ingress and egress from a Subdivision or public road to a Lot. All vehicles must be parked on an asphalt or concrete pad. There shall be no parking on the grass of any Lot or Common Area. There shall be no unlicensed drivers operating any motor vehicles of any kind throughout the Subdivision.

Section 26. Utility Trailers, Boats and Recreational Vehicles. No utility trailers are allowed except in designated parking areas. No boats or boat trailers are allowed to remain in Subdivision and must be stored other than in the Subdivision. No recreational vehicles are permissible for use within the Subdivision with the exception of small, van-type recreational vehicles and only when such is the cabin owner's sole means of transportation. Said van shall not be connected to electric, sewerage or water system and can never be used for any residential purposes either temporarily or permanently.

Section 27. Commercial Business. No commercial business may be operated from a Lot.

Section 28. Cabin Rentals. Individual cabins may be rented through preferred providers of rental services and/or management which shall be designated by the Board. The Lot owner is responsible for making each renter aware of the covenants, conditions, and restrictions of this Declaration and of any others promulgated by the Board pursuant to its authority.

Section 29. Landscaping. Prior to undertaking any landscaping on a Lot, the Lot Owner shall submit a landscaping plan in compliance with the requirements that may be prescribed by the Architectural Standards Committee. In no event shall artificial or synthetic turf of any type or kind be permitted for use.

Section 30. Additional Use Restrictions and Requirements. The Board of Directors shall have the authority to establish an Architectural Standards Committee (the "ASC") (a) to develop and recommend to the Board for adoption additional architectural standards and use restrictions for the Subdivision and all of its Properties and (b) to monitor and report on compliance with such adopted standards and restrictions as well as those expressed in this Declaration. Such recommendations may not, however, conflict with the

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express provisions of this Declaration. The guiding purpose of the ARC would be to protect and enhance the Subdivision and the community environment. Should an ARC be established, it shall report and be subject to the direction and governance of the Board. The composition of the ARC shall be as directed by the Board. In lieu of and/or in conjunction with an ARC, the Board may undertake the foregoing activities also. Upon adoption of this Declaration and in addition to the architectural and use provisions herein, all Lots will be subject to the additional architectural standards and use restrictions/requirements promulgated by the Board, and the Owners, current and future, so agree.

**ARTICLE XI
Repeal and Replacement**

All previous Declarations of Covenants, Conditions, and Restrictions and amendments to same shall be and are hereby superseded and replaced in their entirety upon the recording of this instrument and thereafter shall be null and void.

IN WITNESS WHEREOF, we have signed our names and affixed our seals, if any, this 18th day of December, 2023.

Signed, sealed, and delivered in the presence of:

Sharon Anderson
WITNESS

CABINS AT COPPERHEAD PROPERTY OWNERS ASSOCIATION, INC.

BY: [Signature]

ITS: President

Notary Public

[Signature]

My Commission Expires: 11-3-2025

ATTEST:

[Signature]
Secretary



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