

**INDIAN SPRINGS  
HOMEOWNERS' ASSOCIATION, INC.**

**AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

*Approved May 1, 2019*

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Tax Map Parcel Numbers:

018A0-00-00-00100, 018A0-00-00-00200, 018A0-00-00-00300, 018A0-00-00-00400,  
018A0-00-00-00500, 018A0-00-00-00600, 018A0-00-00-00700, 018A0-00-00-00800,  
018A0-00-00-00900, 018A0-00-00-01000, 018A0-00-00-01100, 018A0-00-00-01200,  
018A0-00-00-01300, 018A0-00-00-01400, 018A0-00-00-01500, 018A0-00-00-01600,  
018A0-00-00-01800, 018A0-00-00-01900, 018A0-00-00-02000, 018A0-00-00-02100,  
018A0-00-00-02200, 018A0-00-00-02300, 018A0-00-00-02400, 018A0-00-00-02500,  
018A0-00-00-02600, 018A0-00-00-02700, 018A0-00-00-02800, 018A0-00-00-02900,  
018A0-00-00-03000, 018A0-00-00-03100, 018A0-00-00-03200, 018A0-00-00-03300,  
018A0-00-00-03400, 018A0-00-00-03500, 018A0-00-00-03600, 018A0-00-00-03700,  
018A0-00-00-03800, 018A0-00-00-03900, 018A0-00-00-04000, 018A0-00-00-04100,  
018A0-00-00-04200, 018A0-00-00-04300, 018A0-00-00-04400, 018A0-00-00-04500,  
018A0-00-00-04600, 018A0-00-00-04700, 018A0-00-00-04800, 018A0-00-00-04900,  
018A0-00-00-05000, 018A0-00-00-05100, 018A0-00-00-05200, 018A0-00-00-05300

**INDIAN SPRINGS  
AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF INDIAN SPRINGS SUBDIVISION is dated this 2nd day of May, 2017, by INDIAN SPRINGS HOMEOWNERS' ASSOCIATION, INC., a Virginia corporation, its successors or assigns, (collectively referred to as the "Association"). HALEY, CHISHOLM & MORRIS, INCORPORATED, a Virginia corporation (the "Declarant") joins this document as an additional Grantor to consent to the amendments herein contained;

WITNESSETH

WHEREAS the Declarant created a planned community known as Indian Springs situated in Albemarle County, Virginia, shown and described on a plat recorded with a Indian Springs Declaration of Covenants, Conditions, and Restrictions in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, in Deed Book 2449, page 650 (the "Original Declaration"), and as further shown on the plat recorded with a Certificate of Plat in said Clerk's Office in Deed Book 2489, page 376 (the "Plat"); and

WHEREAS, Declarant caused the Association to be incorporated under the laws of the Commonwealth of Virginia as a non-stock corporation for the purpose of exercising the functions of the homeowners association for the Indian Springs development; and

WHEREAS, Section 10.04 of the Original Declaration allow for an amendment of same provided such amendment is signed by two-thirds of the then-current owners agreeing to such change; and

WHEREAS, the Association and at least two-thirds of its owners desire to amend the Original Declaration and restate them in their entirety; and

WHEREAS, the signatures in Exhibit A which is attached hereto and incorporated herein, constitute at least two-thirds of the owners in the Association agreeing to the said amendment and restatement.

NOW, THEREFORE, Association hereby amends and restates the Original Declaration in its entirety below, and declares all of the real property referenced in the Original Declaration and the Plat and known as the Indian Springs subdivision, and any real property to be added pursuant to this Amended and Restated Declaration of Covenants, Conditions and Restrictions (the "Property"), is to be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, reservations, easements, charges, and liens hereinafter set forth, which are for the purpose of protecting the value and desirability of, and shall run with, the Property and be binding on all parties having any right, title, or interest in the Property or any part thereof, their respective successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
PROPERTY SUBJECT TO DECLARATION**

Section 1.01. Existing Property. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is the real property shown on the attached plats of Indian Springs attached hereto and incorporated herein and upon any revisions of said plats caused to be recorded by the Declarant.

Declarant reserves the right to add additional property to Indian Springs Subdivision and have said property be wholly subject to this Declaration. These additional properties consist of Tax Map 18, Parcels 23, 26, 27A, 34F and 37, or a portion thereof as shown and identified on the Albemarle County Tax Maps.

Plats:

Indian Springs final subdivision plat of Parcel 27, Tax Map 18 , Lots 6 Thru 17 Located on State Route 664 White Hall Magisterial District Albemarle County Virginia prepared by Roudabush, Gale and Associates, a Professional Corporation, dated April 11, 2003, Sheets 1 through 8;

Indian Springs final subdivision plat of Parcels 34, 34A, 34B, 34C, 34D & 34E, Tax Map 18, Lots 1 Thru 5, 18 Thru 33, and 40 Thru 53 Located on State Route 664 White Hall Magisterial District Albemarle County Virginia, prepared by Roudabush, Gale and Associates, a Professional Corporation, dated December 20, 2002, revised April 4, 2003, Sheets 1 through 11;

Indian Springs final subdivision plat of a portion of Parcel 33, Tax Map 18, Lots 34 Thru 39, and Revised Lots 33 and 40, Located on State Route 664 White Hall Magisterial District Albemarle County Virginia, prepared by Roudabush, Gale and Associates, a Professional Corporation, dated April 30, 2003 to be recorded subsequent hereto.

**ARTICLE II  
DEFINITIONS**

Section 2.01. ARB shall mean the Architectural Review Board of the Association.

Section 2.02. Assessment shall mean any fee, charge, expense, or other costs assessed against an Owner or Lot by the Association pursuant to this Declaration.

Section 2.03. Association shall mean and refer to Indian Springs Homeowners' Association, Inc., a Virginia non-stock corporation, its successors and assigns.

Section 2.04. Board of Directors or Board shall mean and refer to the executive and administrative entity established by the Articles of Incorporation of the Association and governed by this Declaration and the Association's Bylaws which entity is the governing body of the Association. The Board of Directors of the Association shall be elected by the Members as set forth in the Bylaws of the Association.

Section 2.05. Common Area shall mean and refer to any real property and improvements within the Property which are owned or to be owned or maintained or to be maintained by the Association for the common use or enjoyment of all Members in accordance with the provisions of this Declaration. Common Areas shall include all easements for the benefit of the Association shown on the plat or any certified survey of the Property including, without limitation, any areas identified on the plat as "Open Space" and other property as may be subsequently designated for such use.

Section 2.06. County shall mean and refer to the County of Albemarle, Virginia.

Section 2.07. Declaration shall mean and refer to this amendment and restatement of the Original Covenants, and the covenants, conditions, restrictions, easements, reservations, liens, charges, and all other provisions herein set forth as may be amended or supplemented from time to time as herein provided.

Section 2.08. Development shall refer to Indian Springs subdivision or the Property.

Section 2.09. Dwelling Unit shall mean and refer to any improvement to the Property intended for any type of independent ownership for use and occupancy as a residence by a single household and shall, unless otherwise specified, include within its meaning (by way of illustration but not limitation) patio or zero lot line homes and detached homes.

Section 2.10. Lot shall mean and refer to any plot of land created by and shown on a lawfully recorded subdivision plat of the Property upon which a Dwelling Unit could be constructed in accordance with applicable zoning ordinances, with the exception of streets dedicated to public use.

Section 2.11. Maintenance or to maintain shall include maintenance, replacement, reconstruction, and correction of defects or damage. With regard to landscaping and vegetation, "maintenance" shall include the removal of any invasive, dead, or dying species and any species deemed detrimental to the public's health and safety.

Section 2.12. Member shall mean and refer to every person or entity who holds a membership in the Association, as more particularly set forth in the Article herein titled "ASSOCIATION & MEMBERSHIP."



Section 2.13. Owner shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title or undivided interest in and to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation and excluding those holding such interest in a Lot solely by virtue of a contract to purchase a Lot. In the event a Lot is owned by one or more persons for life with a remainder interest to another or others, the term shall mean and refer to only such life tenant or tenants until such time as the remainderman or remaindermen shall come into use, possession, and enjoyment of such Lot. If more than one person or entity is the record owner of a Lot, the term "Owner" as used herein shall mean and refer to such owners collectively, so that there shall be only one Owner of each Lot.

Section 2.14. Public Entity shall mean and refer to any governmental entity or agency including, without limitation, the Board of Supervisors of Albemarle County, Virginia, the School Board of Albemarle County, Virginia, the Virginia Department of Transportation, any legislatively created Water and/or Sewer Authority, and similar governmental entities. The phrase "Public Entity" shall not include charitable, volunteer, or civic organizations including, without limitation, churches, volunteer fire departments and rescue squads, and organizations such as the YMCA.

Section 2.15. Structure shall include but not be limited to any building or portion thereof, wall, deck, play equipment, greenhouse, skylight, solar panel, weathervane, fence, pool, pavement, driveway, or appurtenances to any of the aforementioned.

Section 2.16. Supplemental Declaration shall mean and refer to a supplement to this Declaration which adds additional real property to the real property encumbered by this Declaration. Such Supplemental Declaration may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land subjected to the said Supplemental Declaration.

Section 2.17. Tenant shall mean and refer to the lessee under a written agreement with an Owner for the renting of a Lot improved by a dwelling, provided said lease is for a period of at least six months duration.

Section 2.18. Use Easements shall mean and refer to areas in Indian Springs as delineated on the Easement Plat of Roudabush, Gale and Associates, a Professional Corporation, hereinabove referred to which easement is the right of an individual Lot Owner to use and maintain areas on property not his own which shall include limited view clearing. Allowable uses include installation of walking paths, landscape planting, gates, fencing, limited ground lighting, and playground equipment. All work performed in the area of the use easement must be approved by the ARB.

Section 2.19. View Easements shall mean and refer to the areas in Indian Springs as delineated on the Easement Plat of Indian Springs prepared by Roudabush, Gale and Associates, a Professional Corporation, dated April 18, 2003, which said easements shall permit designated Lot Owners the right to clear land within said easement for the purpose of maintaining existing views or limited creation of new views. All work performed within the view easement must be approved by the ARB.

### **ARTICLE III ASSOCIATION & MEMBERSHIP**

Section 3.01. Duties. Declarant incorporated under the laws of the Commonwealth of Virginia a non-stock corporation to be known as the Indian Springs Homeowners' Association, Inc., to which shall be delegated the powers of owning, maintaining and administering the Common Area; maintaining, repairing and replacing on and off site storm water detention and runoff control and maintaining and enforcing the protection of critical slopes and easements for such purpose; administering and enforcing the covenants, conditions, restrictions, easements and reservations set forth herein; collecting and disbursing the assessments and charges hereinafter created; maintaining the entrance landscaping and signs for Indian Springs, including but not limited to maintenance, repair and replacement if necessary in the Board's discretion, of shrubbery; and promoting the health, safety, common good and general welfare of the residents of Indian Springs.

Section 3.02. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership. No Owner shall have more than one membership in the Association for each Lot it owns. In the event a person or entity owns more than one Lot, then such person or entity shall be considered a Member for each and every such Lot, thereby entitling the Member to cast a vote for each Lot owned.

Section 3.03. Voting Rights. Each Member shall be entitled to one vote for each Lot in which it holds the interest required for membership. By joining in the execution of this Declaration, Declarant hereby for itself and its successors and assigns, waives any rights to weighted voting contained in the Original Declaration.

Section 3.04. Quorum. At any duly called meeting of the Association, a quorum for the conduct of business on any particular matter shall exist if at least sixty percent (60%) of the Lots

entitled to a vote on the particular matter are represented in person by the Owner(s) thereof, or by written proxies signed by the Owner(s) thereof.

Section 3.05. Multiple Ownership Interests. If more than one person or entity holds an ownership interest in any one Lot, the vote for such Lot shall be exercised as the owners of the Lot among themselves determine and may be exercised by any one of the people or entities holding such ownership interest, unless any objection or protest by any other holder of such ownership interest is made prior to the completion of a vote, in which case the vote for such membership shall not be counted, but the Member whose vote is in dispute shall be counted as present at the meeting for quorum purposes if the protest is lodged at such meeting. In no event shall more than one vote be cast with respect to any one Lot.

#### **ARTICLE IV ASSESSMENTS**

Section 4.01. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association in accordance with the provisions of this Article:

(1) annual assessments or charges to be collected as frequently as on a monthly basis (herein "Annual Assessments");

(2) special assessments, such assessments to be fixed, established, and collected from time to time as hereinafter provided (herein "Special Assessments"); and

(3) assessments for correction of noncompliance with this Declaration and the implementation of it by the Association (herein "Correction Assessments"),

all of which are sometimes collectively referred to as "Assessments" or "Assessment." Assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made in the manner as hereinafter provided. Each Assessment, together with such interest, costs and reasonable attorney's fees, shall also be the joint and several personal obligation of each of the Owner(s) of such property assessed at the time when the Assessment fell due. The personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them in writing or unless a memorandum of lien is recorded as set forth in this Article. Assessments shall be payable in equal installments collected on a monthly, bi-monthly, quarterly, semi-annual, or annual basis as determined upon resolution of

the Board. The Board of Directors may authorize a billing agent to collect the Assessments provided for herein.

Section 4.02. Purpose of Assessments. The Assessments levied by the Association shall be used to promote the health, safety, and welfare of the residents and Owners of the Property; for the administration of the Association; for the enforcement of the provisions of the Declaration or any other Association document including, without limitation, management, legal, and accounting services, for the improvement and maintenance of the Common Area including, but not limited to, storm water management and storm drainage facilities and easements, and for such other purposes as the Board may determine to be appropriate. The Association shall use such Assessments for the general purposes stated herein at such times and in such manner as determined by the Board of Directors.

Section 4.03. Annual Assessments. The Annual Assessment for each Lot as of the date of this Declaration is \$525 dollars. Annual Assessments may be increased by up to five percent (5%) per year effective January 1 of each year, without a vote of the Members, by the Board of Directors. Any increase in the Annual Assessments approved by the Board of Directors in excess of five percent (5%) must also be approved by a favorable vote of at least two-thirds (2/3) of the then-current Owners.

Section 4.04. Special Assessments. The Association may levy in any assessment year, a Special Assessment applicable to that year only for all Lots for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area including but not limited to the dam, landscape easements, walking trail easements and related facilities, the cost of repayment of any loan made to the Association to enable it to perform the duties authorized herein, or for any other reason found by the Board of Directors to be in the best interests of the Association. Any Special Assessment must be approved by a favorable vote of at least two-thirds (2/3) of the then-current Owners. The Association shall provide notice to each Lot Owner subject to the Special Assessment (i) that the Special Assessment has been levied and (ii) the date or dates upon which it shall be due and payable. This provision shall be interpreted to mean that the Association may make in any one year an Annual Assessment up to the maximum set forth above, plus an additional Special Assessment.

Section 4.05. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots for which Assessments are due. Correction Assessments shall be fixed on a case-by-case basis and need not be uniform.

Section 4.06. Notice of Adjustment of Annual Assessment. The Board of Directors shall fix the amount of the Annual Assessment for each Lot by December 1 for the following calendar year Annual Assessment period. Written notice of any adjustment in the Annual Assessment shall be sent to every Owner subject thereto. The Annual Assessments shall be due in full within thirty (30) days of the date of the notice, unless other installment due dates are established by the Board of Directors. The Association shall, upon written request by an Owner at any time, furnish a certificate in writing signed by an Officer or billing agent of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge set by the Board of Directors may be made by the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated.

Section 4.07. Effect of Non-Payment of Assessments. Remedies of the Association. If any Assessment is not paid within thirty (30) days after its due date, the Assessment shall bear interest from the date of delinquency at the higher of i) twelve percent (12%) per annum; or ii) the judgment rate provided for in the Code of Virginia. In addition, at its discretion, the Board may:

- a. Impose a penalty or late charge in its rules and regulations;
- b. Bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, and interest, costs, and reasonable attorneys' fees for any such action shall be added to the amount of such Assessment. A suit to recover a money judgment for nonpayment of any Assessment levied pursuant to this Declaration, or any installment thereof, may be maintained without perfecting, foreclosing, or waiving the lien provided for herein to secure the same;
- c. Suspend a Member's right to hold an office within the Association, and right to nonessential services offered by the Association. No Assessment shall be refunded in the event of a suspension;
- d. Levy and impose a Correction Assessment.

No Owner may waive or otherwise escape liability for the Assessments provided for herein because of nonuse of the Common Area or the Lot.

Section 4.08. Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages. There shall be a continuing lien upon each of the Lots herein, in order to secure the payment of the Assessments (including interest, costs of collection and reasonable attorney's fees) provided under this Declaration, which lien shall be enforced and perfected in accordance with the provisions of § 55-516 of the Code of Virginia 1950, as amended, (or any redesignated section governing the subject matter thereof) as the same may be amended from

time to time. A statement from the Association showing the balance due on any Assessment shall be prima facie proof of the current Assessment balance due and delinquency, if any, due on a particular Lot. The lien provided for herein shall be subordinate to that of any deed of trust recorded prior to the filing of a memorandum of lien for unpaid assessments in the Clerk's Office of the Circuit Court of Albemarle County, Virginia.

Section 4.09. Exempt Property. Notwithstanding any other provision contained in this Declaration, all property dedicated to and accepted by a Public Entity or owned by the Association shall be exempt from the Assessments created herein.

## **ARTICLE V POWERS & DUTIES OF THE ASSOCIATION**

Section 5.01. Discretionary Powers and Duties. The Board of Directors, on behalf of the Association, shall have all powers for the conduct of the affairs of the Association which are enabled by law and not specifically reserved to Members, including, without limitation, the following powers and duties, which may be exercised in its discretion:

a. To enforce any covenants or restrictions which are imposed by the terms of this Declaration or which may be imposed on any part of the Property. Neither the Association nor the Board shall have a duty to enforce the covenants by an action at law or in equity if, in its or their opinion, such enforcement would not be in the Association's best interest. The expenses and costs of any enforcement proceedings shall be paid out of the general fund of the Association provided, however, that the foregoing authorization to use the general fund for such enforcement proceedings shall not preclude the Association from collecting such costs from the offending Owner;

b. To provide such light as the Association may deem advisable on streets;

c. To mow and resow the grass and to care for, spray, trim, protect, plant, and replant trees, shrubs, and other landscaping in the Common Area and to pick up and remove from the Common Area all loose material, rubbish, and accumulation of debris, and to do any other thing necessary or desirable in the judgment of the Association to keep the Common Area in neat appearance and in good order;

d. To exercise all rights, responsibilities, and control over any easements which the Association may from time to time acquire, including without limitation those easements specifically reserved to the Association in the Article hereof entitled "EASEMENTS";

e. To employ counsel and institute and prosecute such suits as the Association may deem necessary or advisable, and to defend suits brought against the Association;

f. To retain, as an independent contractor or employee, a manager of the Association and such other employees or independent contractors as the Board deems necessary, and to prescribe the duties of employees and scope of services of independent contractors;

g. To enter (or have the Association's agents or employees enter) on any Lot to perform emergency repairs or to do other work reasonably necessary for the proper maintenance or protection of the Property;

h. To enter (or have the Association's agents or employees enter) on any Lot to repair, maintain, or restore the Lot, all improvements thereon, and the exterior of the Dwelling Unit and any other improvements located thereon if such is not performed by the Owner of the Lot, and to assess to the Owner of the Lot the costs thereof, such assessment to be a lien upon the Lot equal in priority to the lien provided for in the Article hereof entitled "ASSESSMENTS" provided, however, that the Board shall only exercise this right after giving the Owner written notice of its intent to do so at least fourteen (14) days prior to such entry;

i. To adopt, publish, and enforce rules and regulations with respect to such areas of responsibility assigned to it by this Declaration, except where expressly reserved herein to the Members. Such rules and regulations may grant to the Board the power to suspend a Member's right to use non-essential services for non-payment of assessments and to assess charges against Members for violations of the provisions of the Declaration or rules and regulations, as provided for in the Virginia Property Owners' Association Act;

j. To declare the office of a member of the Board vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board; and

k. To enter into contracts on behalf of all Owners and Lots for the routine pick-up and disposal of trash and debris, the cost of which contract shall be subject to the imposition of assessments.

Section 5.02. Mandatory Powers and Duties. The Association shall exercise the following powers, rights, and duties:

a. To administer the Common Area for the benefit and enjoyment of the Owners and occupiers of Lots, and to cause the Common Area to be maintained in accordance with the standards adopted by the Board;

b. To obtain and maintain, without interruption, liability coverage for any claim against a director or officer for the exercise of its duties and fidelity coverage against dishonest acts on the part of directors, officers, trustees, managers, employees, or agents responsible for handling funds collected and held for the benefit of the Association;

c. To obtain and maintain insurance coverage equal to one hundred percent (100%) of the replacement value of all buildings, improvements, and personal property on and used with the Common Area as determined by the Board, such policy to include coverage against fire and other hazards with endorsements for extended coverage for vandalism and malicious mischief;

d. To obtain and maintain public liability insurance with limits of liability of no less than \$1,000,000.00 per occurrence which shall insure the Association and its directors and officers and which shall include an endorsement to cover liability of the Owners as a group to a single Owner;

e. To pay all proper bills, taxes, charges, and fees for which the Association is responsible under this Declaration on a timely basis; and

f. To maintain its corporate status.

## **ARTICLE VI PUBLIC ROAD**

Section 6.01. Damage By or Negligence of Owner. Notwithstanding any other provision of this declaration, each Owner shall be solely and exclusively responsible for, and shall bear the costs of, maintenance and repair of any road in the subdivision necessitated by his negligence or by construction, development or other activity on his Lot.

Section 6.02. Driveway Entrance. At such time as an Owner desires an entrance from the public road to his lot, such Owner shall, at his expense, design, construct and maintain such entrance in compliance with the applicable requirements and standards of the Virginia Department of Transportation and the ARB. If any Owner shall fail to so design, construct and/or maintain the entrance from the public road to his Lot in compliance with the then-applicable requirements and standards of the Virginia Department of Transportation, the Board shall have the right to bring such entrance into compliance with such requirements and standards and to collect the cost(s) of such work from such Owner (together with costs of collection, including reasonable attorney's fees).

## **ARTICLE VII ARCHITECTURAL CONTROL**

Section 7.01. ARB Composition. The ARB shall be comprised of three or more Members (but always an odd number of Members), any of whom may also be members of the Board, who are appointed by the Board. Members shall serve staggered three year terms as determined by the Board. Actions by the ARB shall be by majority consent of its members. Members of the



ARB may be removed by the Board at any time with or without cause. Appointments to fill vacancies in unexpired terms shall be made and approved by the Board

Section 7.02. ARB Duties. The ARB shall regulate the external design and appearance of the Property and the external design, appearance, and location of the improvements thereon in such a manner so as to preserve and enhance property values and to maintain harmonious relationships among structures and the natural vegetation and topography. In furtherance thereof: No exterior improvements, alterations, changes of paint or stain color, roofing, changes of roof color, excavations, changes in grade, clearing, major landscaping shall be made or done upon the Property without the prior written conditional approval of the ARB, except as otherwise provided herein. No driveway, building, fence, wall, residence or other structures or changes to any existing structures upon the Property shall be made until given prior written conditional approval of the ARB, except as otherwise provided herein. The ARB shall i) periodically inspect the Property for compliance with adopted, written architectural standards and approved plans for alteration; ii) adopt procedures for the exercise of its duties; and iii) maintain complete and accurate records of all actions taken by the ARB. Notwithstanding the foregoing, it is not the intent of the Association to require approval for work simply to return the exterior of any structure on a Lot to its prior approved condition whether by re-painting or re-staining using the same prior approved color(s) or re-roofing or repairing using the prior approved material(s) and color(s).

Section 7.03. Standards. The ARB shall have the right to disapprove any plans, specifications and/or locations relating to any proposed improvements to a Lot which, in its opinion, are not suitable or desirable for aesthetic or other reasons; in so passing upon such matters the ARB shall take into account, among other considerations, the following:

- a. Setbacks. Setback as used herein shall mean building setbacks which shall apply to all dwelling units and attached structures only which shall be located on the Lot at least 75 feet from existing and dedicated public rights-of-way, 50 feet from all side and rear lot lines and emergency or private vehicular access easements, and no dwelling unit or attached structure shall be allowed within stream buffers or within any area of a lot where the width of said lot is less than 160 feet.
- b. Elevation. The ARB will individually regulate the maximum height of any dwelling unit or structure on each Lot. The ARB will regulate such height on the basis of what would appear excessive or obstruct the view from other Lots or the roads.
- c. Style and Size. It is the desire of the Association to establish a community utilizing designs which harmonize with the natural surroundings.

- i. Highly reflective or bright colors, materials, or finishes will be discouraged, although pastel tones which harmonize with the natural surroundings may be used so long as they are not applied in a reflective finish such as gloss.
  - ii. Plain cinder block is unacceptable as an exterior finish regardless of surface treatment, with the exception of cinder block finished with heavy stucco or similar material as approved by the ARB.
  - iii. Roofing materials shall be limited to cedar shakes, metal, slate, or minimum 300 pound composite shingle. The color, material and pitch (which pitch shall be a minimum of 6 in 12), of primary roofs shall be as approved by the ARB. The primary roof shall be as determined by the ARB. Reflective painted metal roofs shall not be permitted.
  - iv. Chimneys must be of a masonry finish, such as brick, stone, or stucco. Particular attention will be given to the appearance of the structures from other Lots and the roads.
  - v. Finished living space, exclusive of garage, patios, porches and basements shall contain a minimum of 2,800 square feet.
- d. Landscaping. Adequate landscaping plays an important role in the integration of improvements into their natural surroundings. To this end each Lot shall be substantially landscaped and the provision of such landscaping shall be the sole responsibility of the Owner of each Lot.
- e. Driveways and Parking Areas. Driveways shall enter into the Indian Springs road system at locations approved in advance by the ARB. Each Owner will be responsible for the proper installation of a culvert at the entrance of the driveway onto the system which culvert shall not in any way hinder the drainage of the road. The entrance to the Lot shall be designed to permit snow removal and routine maintenance of the subdivision road, its shoulders and ditches. Parking areas must be sited and landscaped to minimize visual impact from other Lots and roads. Driveways shall be a hardened surface approved by the ARB. No plain galvanized corrugated metal pipe shall be approved by the ARB.
- f. Exterior Lighting. If Lot Owners determine that exterior lighting is necessary, ground and tree or post lights with shields are required to avoid light penetration on other Lots. If the exterior lighting is used for security purposes, sensors and timers are specifically encouraged.

- g. Septic Drain Field. The septic drain field shall be located within preapproved areas on each Lot unless a new septic drain field location is approved by both the appropriate local health department and the ARB.
- h. Soil Disturbing Activities. All soil-disturbing activities and improvements should be avoided on slopes of 25% or greater. The provisions contained in this paragraph shall not derogate from the requirements of this section of the Declaration.
- i. Tree Removal. The removal or clearing of trees will be limited to approved building sites and travel ways along with partial clearing of septic drain fields, except that Owners may be allowed to remove undesirable trees provided they replace the undesirable trees with better quality trees. In addition, limited tree trimming by an ARB approved tree service may be permitted to provide selected views. All tree cutting, removal, clearing or trimming must be approved in advance by the ARB pursuant to this Article.
- j. Contractors. Because the quality of construction of any improvement in Indian Springs is an essential factor in maintaining the overall quality and standards of Indian Springs as provided for in this Declaration, and because such quality is directly dependent upon the person or contractor undertaking such improvements, the ARB is authorized to reject any proposed improvements in the event that it determines, in its sole discretion, that the person and/or contractor identified as being responsible for the construction of any improvements is unacceptable. Contractors and their subcontractors permitted to work in Indian Springs shall be subject to approval of the ARB. This privilege may be revoked by their failure to observe the requirement of this Declaration, by their poor workmanship and/or by their failure to comply with other rules and regulations established for Contractors and their subcontractors. All contractors and subcontractors shall abide by rules and regulations provided for them by the ARB.
- k. Guest Cottage. Subject to approval by the ARB and Albemarle County, a Lot Owner may place upon his property, in addition to a single residence, a guest cottage or similar structure. No such structure, however, shall be leased or occupied by any person other than the principal resident, his family, guests, or domestic employees.
- l. Temporary Structures. No structure (except temporary structures necessary to construction) shall be placed upon any Lot prior to completion of construction of the main residence thereon.

Section 7.04. Procedure. None of the improvements, changes or other work described in detail in Sections 2 and 3 of this Article above shall be commenced until an application shall have been submitted to the ARB in writing at an address to be specified by the ARB and

conditionally approved in a writing signed by a member of the ARB after consideration of the details of the submission and the purpose of the guidelines as set forth herein.

The application shall consist of the following elements, with one copy provided for each member of the ARB:

- a. Preliminary landscape plans
- b. Building plans and specifications, showing floor plans, front, rear and side elevations, exterior color, finish and material for foundation, siding, and roof.
- c. Plot or site plan with 2' (2 foot) contours, (existing and proposed), detailing the proposed location of such building, and the following: a north arrow, dimensions of Lot, setback as stated in Section 7.03.a above, location of accessory buildings, septic drain fields, wells, underground tanks, HVAC units and location of driveways and parking areas. These plans shall also indicate the temporary location(s) of any chemical toilets and dumpsters required during construction. All structures shown on such plans shall be staked out on the Lot for review by the ARB at the time of application.
- d. The name and current mailing address (electronic and postal) and phone number of the Owner and the same information for the proposed contractor.

In addition to the items set forth herein, applications for approval of the residence shall be accompanied by a nonrefundable \$250.00 application fee when the plans are submitted to the ARB, to be deposited into the General Fund. The Board is authorized to set a higher fee, which shall take effect upon approval by the Association membership at its next meeting. A reapplication fee of the same amount may be charged by the ARB for any application resubmitted more than six (6) months after the date of the original application. Additionally, the ARB has the authority to charge smaller application fee for changes, additions, etc. that may be submitted from time to time. The amount of that fee will be set by the Board.

The ARB may adopt additional procedures or standards as to the information it requires to be submitted to it with any request for approval.

The ARB shall make a preliminary review of all applications in order to determine that such applications are complete and in conformity with the requirements of this Declaration. In the event that any application is determined not to be complete or in conformance with the requirements of this Declaration, the ARB shall so notify the applicant in writing within thirty (30) days of the original submission of the application which has been determined not to be adequate or not in conformance, which written notification shall specify what the applicant must

do to make the application complete or to cause it to comply with the requirements of this Declaration.

The overall construction period from breaking of ground to certificate of occupancy shall not exceed 12 months without the written approval of the ARB except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamity. The construction site may not sit idle for more than three (3) weeks without approval of the ARB. During construction, the worksite is to be kept in a clean workmanlike manner.

In the event that construction pursuant to any approved application is not commenced within six months following conditional approval of such application, such conditional approval shall automatically expire at the end of such six-month period. If construction cannot be commenced within the six month period, a request for an extension of time may be submitted to the ARB for consideration, which extension shall be granted for good cause shown, provided, however, that no such extension shall extend for more than six months.

A final landscape plan shall be submitted to the ARB and shall be subject to review and approval prior to occupying the primary dwelling by the lot owner. The failure to timely complete the exterior of any improvements or landscaping required herein may be enforced by the Board by means of a Correction Assessment. No Owner shall obtain any governmental permit for improvements of any kind to the Owner's Lot prior to obtaining approval of plans therefor from the ARB pursuant to this Section.

Any Owner may appeal any decision of the ARB which such Owner believes exceeds the authority of the ARB, or is inconsistent with any provision of this Declaration, to the Board. ARB decisions upheld by the Board may be appealed to the Circuit Court of Albemarle County, Virginia, provided such Owner otherwise has legal standing to make such an appeal. Rulings upheld by the Board may not be appealed to the Association unless a written petition containing the signatures of at least three-quarters (3/4) of the Owners of all Lots in Indian Springs is presented to the Board specifically stating the desire of such Owners that a given ruling of the Board, described with particularity, be reviewed by the Association.

Section 7.05. Conditional Approval. In the event that the ARB fails to approve, modify or disapprove in writing a request for approval required herein within 60 days after plans, specifications or other appropriate materials have been submitted in writing to it, the submitted plans and specifications shall be deemed to have been conditionally approved. The burden shall be upon the Owner to show the date of the submission and that the plans and specifications were properly submitted to the ARB.

Section 7.06. Conditional and Final Approval. Preconstruction approvals granted by the ARB herein shall be deemed to be conditional approvals. They shall become final approvals upon the ARB's inspection of the completed improvements, modifications or repairs, if the ARB finds the completed work to be as set forth in the plans and specifications submitted to and conditionally approved by the ARB. In the event that the actual completed modifications, improvements or repairs do not, in the judgment of the ARB, conform to the plans and specifications approved by it, then the ARB's conditional approval, whether given in writing or by presumption, may be withdrawn. It shall be incumbent upon the Owner to notify the ARB in writing upon completion of the work that the Owner requests final approval. The ARB shall then have 10 business days to inspect and grant or refuse final approval in writing. If final approval is refused, the Owner shall make changes and resubmit until final approval is obtained. Approval by the ARB of a correctly filed application shall not be deemed to be an approval by applicable governmental authorities nor a waiver of the applicant's obligation to obtain any required governmental approvals or to comply with applicable local ordinances or a representation or warranty by the ARB or the Association as to the fitness of a proposed structure or its compliance with applicable building codes or local ordinances.

Section 7.07. Presumption of Final Approval. In the event that appropriate equitable action has not been commenced within 180 days after the completion of any construction, improvements or alterations, it shall be conclusively presumed that such construction, improvements or alterations have received final approval by the ARB.

Section 7.08. No Approval. Should an Owner commence any work which requires the ARB's approval without the ARB's conditional approval or complete any work without seeking the ARB's final approval within 30 days of completion, the ARB, the Association, or any Member may take appropriate legal or equitable action and may cause a *lis pendens* to be filed against such Owner's Lot, except as set forth herein. Furthermore, the Association has the right (but not the obligation) to require the Owner to restore any exterior improvement, addition, change, or alternation made without approval as provided herein to its original condition at the offending owner's sole cost and expense or correct any violation on behalf of the Owner and impose Correction Assessments against the Owner as set forth in the Article hereof entitled "ASSESSMENTS".

Section 7.09. Specific Requirements. The Board may, from time to time and in its discretion, enact additional standards for construction of all improvements within Indian Springs for the ARB's guidance and direction including, without limitation, building materials, style and

size, grading, landscaping, driveways and parking areas, exterior lighting, and approval of the contractor(s) designated to complete the construction.

## **ARTICLE VIII RESTRICTIVE COVENANTS**

Section 8.01. Use. The Property shall be used exclusively for residential purposes except as expressly provided herein. No building shall be erected, altered, placed, or permitted to remain on any Lot other than one Dwelling Unit and appurtenant structures, which may include a detached garage, guest cottage or a guest suite, approved by the ARB and appropriate governmental authorities, for use solely by the occupant of the Dwelling Unit. The use of a portion of a Dwelling Unit on a Lot as a home office by the Owner or Tenant thereof shall be considered a residential use, provided that the use of the Lot does not, as determined by the Board in its sole discretion, create undue customer, client or delivery traffic to and from the Lot. No portion of a Dwelling Unit or appurtenant structure shall be leased or occupied by any person other than the Owner, his family, guests, or domestic employees.

Section 8.02. Temporary Residence. No structure of a temporary character for residential use including, without limitation, tents, recreational vehicles, or trailers shall be placed on any Lot at any time either permanently or for a time greater than fourteen (14) days.

Section 8.03. Signage. The only signs permitted on the Property shall be customary home and address signs, any signs which are required by the County or VDOT, customary temporary construction contractor signage not to exceed 3 feet wide by two feet high and displayed only during the completion of construction or renovations on a Lot which have prior written approval of the ARB, and real estate sale or lease signs which have received the prior written approval of the ARB (collectively, "Permitted Signs"). Permitted Signs must not exceed 3 feet wide by two feet high, be located so as to not cause any visibility issues for pedestrian and vehicular traffic, and shall not be illuminated. No more than one Permitted Sign shall be displayed to public view on any Lot. All Permitted Signs advertising the property for sale or lease must be removed within three days from the date of the conveyance of the Lot or the execution of the lease agreement, as applicable. All signage must be in conformance with applicable zoning requirements.

Section 8.04. Mailboxes and Newspaper Boxes. No mailbox or newspaper box shall be erected or maintained nor shall the exterior appearance of any mailbox or newspaper box be altered on or adjacent to any Lot unless the proposed mailbox or newspaper box is of a design pre-approved by the ARB.

Section 8.05. Nuisances. No noxious, boisterous or offensive activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner or a fire hazard or safety hazard to any other Owner or to any improvement. The Board shall have the authority to determine in writing whether any activity conducted upon any such area constitutes a nuisance upon the submission to it of a complaint in writing by any Owner regarding such activity. The Board shall have full authority and power to abate any nuisance found to be existing by giving the Owner written notice specifying the nature of the nuisance provided that the Owner has failed to abate said nuisance within a reasonable time after notice.

Recreational burning is permitted in a fire pit, in accordance with locally applicable regulations, when done in a manner such that it does not create a nuisance for any other lot owner. Recreational fires consume only dry, aged wood and brush, are less than three feet in diameter, are not closer than 300 feet to another dwelling, and occur only when wind conditions are 12mph or less.

No hunting, target practicing or other use of firearms (except for the purpose of self-defense by Lot Owners) shall be permitted on any lot in Indian Springs.

Section 8.06. Permitted Animals. No poultry, livestock, or animals of any kind shall be kept on any Lot, except that dogs, cats, other common and non-dangerous household pets, horses and/or ponies (horses and ponies to be subject to the limitations below) may be kept on a Lot as long as such pets, horses or ponies do not constitute a nuisance to the Owners of other Lots and provided that such pets, horses or ponies are not kept, bred or raised for commercial purposes. All pets shall be kept subject to reasonable rules and regulations established by the Association. If the Association shall so decide at a duly called meeting, then the Owners of all dogs and/or cats may be prohibited from allowing their respective dogs and/or cats to run at large within Indian Springs.

The Owners of Lots 25, 34 and 41 shall be entitled to keep two horses or ponies or combination thereof not exceeding two animals on their Lots.

The Owner of Lot 36 shall be entitled to keep three horses or ponies or combination thereof not exceeding three animals on such Lot.

The Owner of Lot 6 shall be entitled to keep four horses or ponies or combinations thereof not exceeding four animals on such Lot.



Section 8.07. Failure to Maintain. In the event an Owner of any Lot shall fail to maintain such Lot and the improvements thereon as provided herein and otherwise in accordance with the provisions of this Declaration or any rules and regulations established from time to time by the Board, the Association, after

i) ten days' notice to the owner, such notice to include a description of the action intended to be taken; and

ii) approval by a vote of the Board, shall have the right to enter upon said Lot to correct drainage and to repair, maintain, and restore the Lot and the exterior of the buildings and any other improvements erected thereon or to correct any violation of this Declaration or any rules and regulations.

Such right shall include, without limitation, the right

i) to mow the grass thereon;

ii) to remove any debris from the Lot;

iii) to trim or prune any hedge or planting that, in the opinion of the Board, by reason of its location or height or the manner in which it has been permitted to grow, is detrimental to the enjoyment of adjoining property or is unattractive in appearance;

iv) to repair or paint any fence thereon that is out of repair or not in harmony with respect to design or color, with fencing on adjacent property unless the design or color has been previously approved by the ARB; and

v) to do any and all things necessary or desirable in the opinion of the Board to place such Lot in a neat and attractive condition consistent with the intention of this Declaration.

Any such entry shall not be deemed a trespass. All costs related to such correction, repair, or restoration shall become a Correction Assessment upon such Lot and shall be regarded as any other Assessment with respect to lien rights of the Association and remedies provided for herein for non-payment. The remedy herein provided shall be in addition to any other remedy provided or allowed by law or in equity and shall not be deemed an exclusive remedy. Election of one remedy shall not act as a bar to the subsequent or concurrent use of other available remedies.

Section 8.08. Destruction of Structures. If any Dwelling Unit or other structure on any Lot is destroyed in whole or in part, reconstruction thereof must begin within thirty (30) days of such destruction, with extensions granted by the Board in the Board's discretion. Debris must be removed therefrom and the Lot restored to a safe, clean, and slightly condition within twenty (20) days of such destruction. Any reconstruction of such destroyed property that is different in

design, size, color, material, location, etc. must be approved in advance by the ARB as provided herein.

Section 8.09. Cutting of Trees. No healthy tree of six (6) inches or greater diameter at a distance of four-and-one-half (4.5) feet above ground level (D.B.H.) shall be cut on any Lot without prior written approval of the ARB. In the event that any such tree is removed without the approval of the ARB, the Owner of the Lot from which such tree was removed shall be required to replace said tree or trees with trees of "like species", or as otherwise approved by the ARB, within thirty (30) days of such removal or notice by the ARB. Such replacement of said tree or trees shall be by replacing "tree inches with tree inches" - e.g., one tree twenty-four (24) inches in diameter may be replaced by four trees of six (6) inches in diameter, however, no replacement tree shall be less than three and one-half (3.5) inches in diameter. If trees are not replaced within the specified time, or any extension thereof granted by the ARB for good cause, then the ARB shall have the right to enter the Lot whereon such tree(s) were cut for the purpose of replacing such removed tree(s) and all costs incurred by the ARB in such replacement shall be assessed against the Owner of the Lot upon which such replacement(s) occurred by the Board as a Correction Assessment.

Dead and dying trees may be cut without permission of the ARB and need not be replaced. The Lot Owner may, in their sole discretion, choose to replace such trees in whole or in part using the formula above. This right to cut and choose whether to replace in whole, in part or not at all shall likewise apply to live trees in the view line for a lot that grow to impact the view that existed when the lot was purchased from Declarant. This right does not extend to View Easements onto other lots, which shall be managed as specified in Section 2.19.

Section 8.10. Underground Utilities. All lines, cables, wires, and pipes for utility services shall be installed underground, with the exception that necessary transformers, meters, junction boxes, central water facilities and similar equipment may be located above ground at locations approved by the ARB. Screening, approved by the ARB, will be required around these areas

Section 8.11. Antenna, Aerials and Satellite Dishes. Plans for the location and design and screening of any and all television aerials, antenna or satellite dishes or any other communications equipment which shall be placed on any Lot must first be submitted to and approved by the ARB which shall have the authority to regulate the location, size, design, color and screening of all such equipment. No transmitting or receiving equipment which might interfere with television, radio or any other communications reception at any Lot shall be used or permitted upon or within any Lot. Any communications equipment that is obsolete and

abandoned shall be removed by the lot owner(s). If necessary, landscaping shall be adjusted accordingly.

Section 8.12. Equipment Storage and Fuel Tanks. No equipment or storage tanks of any kind shall be erected, placed or permitted on any part of the property except as provided in Section 8.10. Any tanks for use in connection with any residence constructed on a Lot, including tanks for the storage of fuels, must be buried utilizing a design and materials which will insure against corrosion and leakage and all plans therefor, including the exact proposed location thereof, must be submitted in advance to the ARB for its approval. Exceptions are permitted for above-ground tanks for cooking and heating purposes using only propane or liquid propane gas provided said tanks are properly screened and must be approved by the ARB before installation. All fuel tanks shall meet all of the rules and regulations required by any federal and state agencies. All garbage cans and other equipment, including but not limited to, lawn and garden equipment and machines, and heating, ventilation and air conditioning and pool equipment shall be enclosed or screened to conceal them from the view of ponds, public areas, Lots and roads. Wood piles shall be neatly stacked. Plans for all enclosures must be approved in writing by the ARB prior to construction, as more particularly set forth in the Article herein titled "ARCHITECTURAL CONTROL".

Section 8.13. Commercial, Recreational and Motor Vehicles. The ARB shall have the right to regulate or prohibit the outside storage or parking, whether temporary or permanent, within Indian Springs, (including State Roads, or Joint Access Easements) of any vehicle which in the opinion of the ARB damages or detracts from the general aesthetic character and harmony of Indian Springs by reason of:

- (1) The type and/or quantity of materials or items stored within or on such vehicle, or
- (2) The general disrepair, poor body condition, or dilapidated state of said vehicle, or
- (3) The unusual or tasteless exterior of such vehicle created by unusual custom paint schemes, graphics, illustrations, and/or words.

Section 8.13.1. Restricted Vehicles. No recreational vehicles, motor homes, trailers, campers, camper tops, buses, trucks over one (1) ton capacity, boats and/or garden or farm tractors or other machinery and the like shall be placed, stored or parked in the Development (including any public area, pond, Lot or road), either temporarily or permanently. An exception to this is granted for such vehicles or other machinery which are:

- i) parked in garages or other storage structures whose construction was approved by the ARB, or

ii) screened in such a manner as not to be visible from public areas, pond, other Lots, roads or joint access easements serving lots in Indian Springs. This determination shall be made exclusively by, and with the approval of the ARB.

Section 8.14. Temporary Parking. Equipment, trucks or tractor trailer rigs may be temporarily parked on Lots in connection with the moving of furnishings into and out of a residence for up to 14 days, or in connection with approved construction activities being performed upon the Lots until such time as the construction is completed.

Section 8.15. Drainage. No owner shall interfere with the natural drainage of surface water from his Lot to the detriment of any other Lot or interfere with the drainage easements from the subdivision roads.

Section 8.16. Subdivision, Combining Lots. No Lot may be subdivided or its boundary lines changed except with the prior written consent of the Association. In the event that an Owner of more than one Lot shall desire to combine all contiguous Lots owned by that Owner into one Lot to serve as a single residential site, then, upon prior written approval of the Board of the plans for such combination, including a survey of the locations and orientation of the improvements proposed to be located thereon, the provisions of this Article VIII shall apply to such combination of Lots as though they were a single Lot, but the combination shall not reduce the number of Lots for assessment or voting purposes.

For lots 13 and 14, which were combined to form Lot 13A in 2018, the current Owner as of 5/1/19 shall pay assessments for the two original lots, they shall be entitled to votes for both of those lots, and for Quorum and voting purposes this shall be counted as two lots for so long as they shall own the lot. The obligation to pay two assessments, the right to two votes and the adjustment to Quorum and voting shall be extinguished when the current Owner sells the lot.

## **ARTICLE IX EASEMENTS**

Section 9.01. Members' Easements of Enjoyment in Common Area. Subject to the provisions of this Declaration, the rules and regulations of the Association, and any fees or charges established by the Association, every member, and every accompanied guest of such member, shall have a right of easement of enjoyment in and to the common area and such easement shall be appurtenant to and shall pass with the title of every tract or parcel of land.

A member's spouse, parents and children who reside with such member in Indian Springs Subdivision shall have the same easement of enjoyment hereunder as a member.

Section 9.02. Establishment and Maintenance of Landscape Easements. The Association does hereby accept and reaffirm those easements initially established by the Declarant for the purpose of planting, installing, constructing, and maintaining vegetation including grass, trees, bushes, flowers, grades, fences, stone walls, street and subdivision identification signs, exterior lighting, and such other landscaping and structures as the Association may deem desirable and appropriate (the "Landscape Easements"). Within the Landscape Easements, the Association shall have the right to determine the nature and extent of landscaping, hardscaping and structures, and no Owner shall have the right to plant, install, or construct vegetation, landscaping, or hardscaping within the Landscape Easement except as shall be expressly authorized by the Association in writing. The Landscape Easements are on Lots 1, 2, 50, 51, 52, 53, and Parcel ID# 01800-00-00-027A0 as shown on the Easement Plat recorded with the Original Declaration. The Association shall maintain, mow, seed and re-seed, improve, enhance, and replace landscaping and structures located in the Landscaping Easements.

Section 9.03. View, Use, Walking Trail, and Emergency Access Easements. The Association does hereby accept and reaffirm those easements view, use, joint access, walking trail, and emergency access easements as shown on the Plat and those plats recorded with the Original Declaration initially established by the Declarant. None of the land within these easements shall be disturbed, changed, or modified in any way without the prior written approval of the Association. An Owner requesting approval of the Association for work to be performed within such an easement must give at least fifteen (15) days prior written notice to the owner(s) of the affected lot(s) with a copy to the Association prior to requesting the Association's approval for same.

View easements are located:

- for the benefit of Lot 24 on Lot 25,
- for the benefit of Lot 26 on Lot 25,
- for the benefit of Lot 29 on Lot 30,
- for the benefit of Lot 30 on Lot 29,
- for the benefit of Lot 30 on Lot 31,
- for the benefit of Lot 32 on Lot 31,
- for the benefit of Lot 33 on Lot 31,
- for the benefit of Lot 34 on Lot 31,
- for the benefit of Lot 35 on Lot 34, and
- for the benefit of Lot 40 on Lot 31.

Use easements are located:

- for the benefit of Lot 25 on Lot 27,
- for the benefit of Lot 26 on Lot 27,
- for the benefit of Lot 27 on Lot 25, and
- for the benefit of Lot 28 on Lot 27.

All of the Lots in Indian Springs shall have the benefit of walking trail easements located on Lot 41 and Lot 47.

An emergency access easement is located from Indian Ridge Drive to the existing 30' access easement and on to State Route 664 (Markwood Road) thirty (30) feet wide along the north boundary of Lot 2. This easement is for emergency access only and shall not exist for any use by the Owners.

These view, use, walking trail, and emergency access easements shall run with the land.

Section 9.04. Joint Access Easements. Joint access easements are established for the creation of a joint driveway that shall be maintained by and at the expense of the owners of the following lots where they are located:

Lots 27 and 31, and separately

Lots 52 and 53.

The cost of construction, maintenance, upkeep, or replacement of all joint access easement shall be the sole responsibility of the Owners of these said lots. Lot 27 and Lot 31 will share a portion of a private driveway and share the cost of maintaining the said driveway equally from Footpath Lane to the end of the jointly used access easement as shown on the Original Declaration. Lots 52 and 53 will share a portion of a private driveway and the cost of maintaining the road shall be borne wholly by the Owner of Lot 52 from State Route 664 to the end of the jointly used access easement. Maintenance as used herein shall include maintenance of the road, curb, gutter, drainage facilities, utilities or other road improvements, snow removal, and water and debris removal so as to keep the access areas reasonably open for usage. When at least one of the said Owners determines that their respective driveway is in need of maintenance or repair, that Owner may arrange for the necessary repairs upon fifteen (15) days prior written notice to the other Owner using said access. Necessary repairs are those required to maintain the road at the same standard as it was originally built. There shall be a continuing lien upon each Lot in this Section 9.04 to secure the payment of charges for maintenance and repair herein provided for, but such liens shall be at all times subject to any first or second deeds of trust placed on the lot until notice of such lien shall have been recorded. If the pro rata share of the cost of maintenance or repairs due hereunder is not paid by the

Owner when due, notice of such nonpayment may be recorded by the parties or by the person or entity providing such maintenance or repairs in the Clerk's Office of the County of Albemarle, Virginia, and from the time of such recordation, the amount stated in the notice, together with interest, costs, and reasonable attorneys' fees, shall become a lien prior to any deeds of trust recorded subsequently to the recording of such notice.

Section 9.05. Drainage Easement. Association reserves unto itself, its successors and assigns, a perpetual and alienable easement and right of way (which may be granted, vacated, revised or relocated) on, above, and underground on the Property for storm and surface water drainage, including pipes, ditches, culverts, swales and other suitable facilities for the disposition of storm and surface water drainage, for the placement and maintenance of a dry hydrant at the pond located in Indian Springs for the exclusive use of fire companies for use in firefighting, and for gradient transition to adjoining Lots together with the right of ingress and egress from and to all such facilities and easements for the construction, maintenance, repair and replacement thereof. The easements provided for herein shall include the right to cut such trees, brush and shrubbery, dig or grade such soil and take such other similar action as reasonably necessary. The rights herein reserved may be exercised by any licensee or assignee of Association, including a Public Entity, and shall include the right to temporarily interrupt utility services as necessary or appropriate upon reasonable notice to the affected Owner. Any physical damage to the Property resulting from the use of the easements hereby reserved shall be promptly repaired at the expense of the party causing such damage.

Section 9.06. Utility Easements. Association reserves unto itself, its successors and assigns, a perpetual and alienable easement and right of way (which may be granted, vacated, revised or relocated) on, above and underground on the Property to construct, maintain, inspect, replace and repair underground lines, wires, cables, conduits, sewers, pipes, water mains and other suitable underground equipment and facilities for the conveyance of water, sewer, gas, telephone, electricity, television cable, exterior lighting and other utilities and public conveniences, including, without limitation, aboveground transformers, switches, connection boxes, manholes, drop inlets, air release valves and other accessories, together with the right of ingress and egress from and to all such facilities and easements for the construction, maintenance, repair and replacement thereof. The easements provided for herein shall include the right to cut such trees, brush and shrubbery, dig or grade such soil and take such other similar action as reasonably necessary. The rights herein reserved may be exercised by any licensee or assignee of Association, including a Public Entity, and shall include the right to temporarily interrupt utility services as necessary or appropriate upon reasonable notice to the

affected Owner. Any physical damage to the Property resulting from the use of the easements hereby reserved shall be promptly repaired at the expense of the party causing such damage.

Section 9.07. Rights Are Not Obligations. The rights granted in this provision shall not be deemed to impose any obligation upon the Association to provide or maintain any utility or drainage services or easement areas, nor shall the rights granted herein confer any liability upon the Association for maintenance of water, sewer, and utility services. The rights herein reserved shall not be deemed to impose any obligation upon Association, its successors or assigns, to provide or maintain or to be responsible for the lapse or temporary interruption of services.

## **ARTICLE X GENERAL PROVISIONS**

Section 10.01. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all easements, covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or Supplementary Declaration and may seek damages for violations of such provisions. Before seeking injunctive relief against any Owner, the Owner shall be given the opportunity for a hearing before the Board of Directors. Fourteen (14) days prior written notice of a hearing shall be given to the Owner by hand delivery or certified mail return receipt requested to the Owner's address of record with the Association. An Owner may also seek to enforce any of these covenants and restrictions against another Owner. The enforcing Owner must also give notice and the opportunity for a hearing before the Board as aforesaid.

Failure by the Association or by any Owner to enforce any easement, covenant, condition, restriction, reservation, lien or charge herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.02. Rental Agreements. By accepting a deed to a Lot, every Owner covenants that, should the Owner desire to rent its Lot, the rental agreement shall contain specific conditions which require the Tenant to abide by all Association covenants, rules, and regulations, and any Owner desiring to rent a Lot further covenants that the Tenant will be provided a complete set of all of the Association's governing documents, including the Declaration and any rules and regulations. Furthermore, any lease or sublease shall, whether or not expressly set forth therein, be deemed to contain the foregoing language.



Section 10.03. Notices. Unless otherwise specifically provided, any notice required by this Declaration to be sent by the Board of Directors or the Association to any Owner or Member shall be deemed given if either hand delivered or mailed by first class mail to the Lot address or to the last known address on file with the Association of such Owner or Member, if different from the Lot address. The date of hand delivery or the date of mailing shall be deemed to be the date notice was given. Unless otherwise specified, a notice shall be given no more than thirty (30) nor no less than ten (10) days prior to the event noticed. Notice to any one of two or more joint Owners or Members whose membership derives from one Lot shall be deemed to constitute notice to all. It shall be the obligation of each Owner and Member to notify the Association in writing of any change of address.

Section 10.04. Fees and Costs. The Association, in seeking enforcement of the provisions of this Declaration or damages due to violation thereof, shall be awarded court costs and reasonable attorneys' fees, if it substantially prevails.

Section 10.05. Severability. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 10.06. Waiver of Restrictions. Association reserves for itself, its successors and assigns the right to waive in whole or in part any and all of the covenants, conditions, restrictions and reservations contained in the Declaration as the same may apply to any Lot.

Section 10.07. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Association, including the Board of Directors, and/or the ARB, the Association, including the Board of Directors, and/or the ARB shall not be liable to any Owner, Member or other person on account of any claim, damage or expense suffered or incurred by or threatened against an Owner, Member or such other person arising out of or in any way relating to the subject matter of any such reviews, acceptances, inspections, permissions, consents or required approvals whether given, granted, withheld or denied.

Section 10.08. Gender, Number, and Headings. Where appropriate to the context, language expressed in (i) one gender shall include the other genders, and (ii) the singular shall include the plural and vice versa. The headings used in this Declaration are for reference and convenience only, and shall not enter into the interpretation of this Declaration and the covenants, rights, and/or obligations expressed herein.

Section 10.09. Amendment. The covenants, conditions, restrictions and reservations of this Declaration may be modified or amended by (i) an instrument signed by Members together constituting at least two-thirds (2/3) of the total number then-current Owners, or (ii) an instrument signed by the President and Secretary of the Association after being approved by at least two-thirds (2/3) of all of the then-current Owners by vote either in person or by proxy at a meeting duly called and noticed for this purpose. Any modification or amendment must be properly recorded, stating the modification or amendment, the effective date and relevant information (date, notice, quorum, number of votes for and against) about the meeting at which it was approved.

Section 10.10. Duration. The covenants, conditions, restrictions and reservations of this Declaration, including any modifications or amendments thereto, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said Declaration shall be automatically extended for successive periods of ten (10) years unless rescinded by the vote of at least two-thirds (2/3) of the votes cast by Members who are voting in person or by proxy at a meeting duly called and noticed for such purpose.

Section 10.11. Non-Waiver. The failure to enforce any easements, covenants, restrictions, conditions, reservations, liens, charges or other provisions contained in this Declaration, regardless of how long such failure(s) or how frequently such failure(s) shall occur or shall continue, shall not constitute a waiver or bar of the right to enforce the same. Further, the approval of plans pursuant to the Article hereof entitled "ARCHITECTURAL CONTROL", or the enforcement or non-enforcement of the Covenants, Conditions and Restrictions contained herein with respect to any one of the Lots shall not be relied upon or construed to have any precedential value with respect to applications for approval of plans for other Lots or enforcement or non-enforcement of such covenants and restrictions as to other Lots.

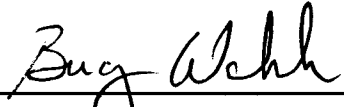
The remedies granted hereunder are cumulative, and the exercise of anyone or more shall not be deemed an election of remedies or waiver of the right to pursue other remedies.

Section 10.12. Conflict. In the case of any conflict between this Declaration and the Bylaws, this Declaration shall control.

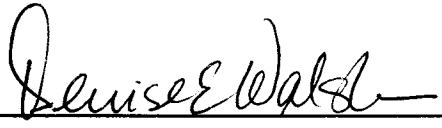
END OF DECLARATION, SIGNATURE PAGES TO FOLLOW

Witness the following signatures and seals.

**For the Association:**

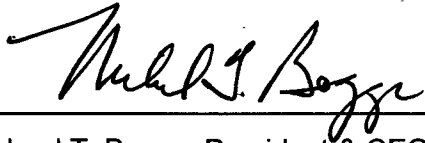
  
\_\_\_\_\_  
Bucky Walsh, President

27 - Jun - 2019  
Date

  
\_\_\_\_\_  
Denise E. Walsh, Secretary

6/27/19  
Date

**For the Declarant:**

  
\_\_\_\_\_  
Michael T. Boggs, President & CEO

6.24.2019  
Date