

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

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

Approved May 1, 2019

Table of Contents

ARTICLE I - PROPERTY SUBJECT TO DECLARATION	1
Section 1.01. Existing Property	1
ARTICLE II - DEFINITIONS	1
Section 2.01. ARB	1
Section 2.02. Assessment	1
Section 2.03. Association	1
Section 2.04. Board of Directors or Board	2
Section 2.05. Common Area	2
Section 2.06. County	2
Section 2.07. Declaration	2
Section 2.08. Development	2
Section 2.09. Dwelling Unit	2
Section 2.10. Lot	2
Section 2.11. Maintenance or to maintain	2
Section 2.12. Member	2
Section 2.13. Owner	3
Section 2.14. Public Entity	3
Section 2.15. Structure	3
Section 2.16. Supplemental Declaration	3
Section 2.17. Tenant	3
Section 2.18. Use Easements	3
Section 2.19. View Easements	4
ARTICLE III - ASSOCIATION & MEMBERSHIP	4
Section 3.01. Duties	4
Section 3.02. Membership	4
Section 3.03. Voting Rights	4
Section 3.04. Quorum	4
Section 3.05. Multiple Ownership Interests	5
ARTICLE IV - ASSESSMENTS	5
Section 4.01. Creation of the Lien and Personal Obligation of Assessments	5
Section 4.02. Purpose of Assessments	6
Section 4.03. Annual Assessments	6
Section 4.04. Special Assessments	6
Section 4.05. Uniform Rate of Assessment	6
Section 4.06. Notice of Adjustment of Annual Assessment	7
Section 4.07. Effect of Non-Payment of Assessments	7
Section 4.08. Lien for Payment of Assessments and Subordination of Lien to First and Second Mortgages	7
Section 4.09. Exempt Property	8
ARTICLE V - POWERS & DUTIES OF THE ASSOCIATION	8
Section 5.01. Discretionary Powers and Duties	8
Section 5.02. Mandatory Powers and Duties	9

ARTICLE VI - PUBLIC ROAD	10
Section 6.01. Damage By or Negligence of Owner	10
Section 6.02. Driveway Entrance	10
ARTICLE VII – ARCHITECTURAL CONTROL	10
Section 7.01. ARB Composition	10
Section 7.02. ARB Duties	11
Section 7.03. Standards	11
Section 7.04. Procedure	13
Section 7.05. Conditional Approval	15
Section 7.06. Conditional and Final Approval	16
Section 7.07. Presumption of Final Approval	16
Section 7.08. No Approval	16
Section 7.09. Specific Requirements	16
ARTICLE VIII – RESTRICTIVE COVENANTS	17
Section 8.01. Use	17
Section 8.02. Temporary Residence	17
Section 8.03. Signage	17
Section 8.04. Mailboxes and Newspaper Boxes	17
Section 8.05. Nuisances	18
Section 8.06. Permitted Animals	18
Section 8.07. Failure to Maintain	19
Section 8.08. Destruction of Structures	19
Section 8.09. Cutting of Trees	20
Section 8.10. Underground Utilities	20
Section 8.11. Antenna, Aerials and Satellite Dishes	20
Section 8.12. Equipment Storage and Fuel Tanks	21
Section 8.13. Commercial, Recreational and Motor Vehicles	21
Section 8.13.1. Restricted Vehicles	21
Section 8.14. Temporary Parking	22
Section 8.15. Drainage	22
Section 8.16. Subdivision, Combining Lots	22
ARTICLE IX - EASEMENTS	22
Section 9.01. Members’ Easements of Enjoyment in Common Area	22
Section 9.02. Establishment and Maintenance of Landscape Easements	23
Section 9.03. View, Use, Waking Trail, and Emergency Access Easements	23
Section 9.04. Joint Access Easements	24
Section 9.05. Drainage Easement	25
Section 9.06. Utility Easements	25
Section 9.07. Rights Are Not Obligations	26
ARTICLE X – GENERAL PROVISIONS	26
Section 10.01. Enforcement	26
Section 10.02. Rental Agreements	26
Section 10.03. Notices	27
Section 10.04. Fees and Costs	27
Section 10.05. Severability	27

Section 10.06. Waiver of Restrictions.....	27
Section 10.07. Limited Liability.....	27
Section 10.08. Gender, Number, and Headings.....	27
Section 10.09. Amendment.....	28
Section 10.10. Duration.....	28
Section 10.11. Non-Waiver.....	28
Section 10.12. Conflict.....	28

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