

INDIAN SPRINGS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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INDIAN SPRINGS
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 22nd day of April, 2003, by HALEY, CHISHOLM & MORRIS, INC., a Virginia corporation, hereinafter referred to as the "Declarant", provides:

WHEREAS, the Declarant Is the Owner of certain real property situated in the County of Albemarle, Virginia, all of which property is shown on certain plats of Indian Springs attached hereto and recorded herewith; and

WHEREAS, the Declarant desires to subject all of the real property comprising Indian Springs made up of all of the Lots described herein on said plats to the covenants, conditions, restrictions, easements, and charges hereinafter set forth, each and all of which is for the benefit of said property and the Declarant, and its successors and assigns in title to the Lots comprising Indian Springs; and

NOW THEREFORE, the Declarant declares that the real property described on said plats is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, and charges, assessments and liens as hereinafter set forth and provided for, and to any and all valid amendments to this Declaration. These easements, covenants, restrictions, charges, assessments and liens shall run with the land and shall be binding upon any and all parties who have, or acquire, title to all or any part of the above-described properties by virtue of their acquisition thereof 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. Declaration. The term “Declaration” as used herein shall mean the covenants, conditions, and restrictions and all other provisions herein set forth in this entire document as same may from time to time be amended.

Section 2.02. Declarant. The term “Declarant” as used herein shall mean or refer to Haley, Chisholm & Morris, Inc., and any successor to it as developer of Indian Springs.

Section 2.03. Property. The term “Property” as used herein shall mean or refer exclusively to the real property described on the plats described above.

Section 2.04. Lot. The term “Lot” as used herein shall mean or refer to any plot of land designated as a “Lot” upon any of the plats of Indian Springs attached hereto and upon any revisions of said plats caused to be recorded by the Declarant.

Section 2.05. Owner. The term “Owner” as used herein shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.06. Association. The term “Association” as used herein shall mean or refer to the Indian Springs Homeowners Association, Inc., a Virginia non-stock corporation, its successors and assigns.

Section 2.07. Single Family. The term “Single Family” shall mean and be described as the following: (1) one person, or (2) two or more persons being related by blood, marriage, adoption or guardianship living together as a single housekeeping unit, or (3) two persons not being related by blood, marriage, adoption or guardianship living together as a single housekeeping unit, together with children of such person, if any.

Section 2.08. Board of Directors. The term “Board of Directors” as used herein shall mean or refer to the Board of Directors of the Indian Springs Homeowners Association, Inc.

Section 2.09. Architectural Review Board (ARB). The term “Architectural Review Board” and “ARB” as used herein shall mean and refer to the Architectural Review Board as established pursuant to Article VII for the purpose of administering various provisions of this Declaration.

Section 2.10. View Easements. The term “View Easement” as used herein 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.

Section 2.11. Use Easements. The terms “Use Easements” as used herein 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 2.12.Common Area. Common Area shall mean and refer to Lot 52 with any improvements thereon which may be deeded to the Association and designated in said deed as aCommon Area. The term aCommon Area shall also include any personal property acquired or leased by the Association which said property is designated aCommon Area. The Common Area is to be devoted and intended for the common use and enjoyment of members of the Association and their guests, subject to the fees schedules and operating rules adopted by the Association.

Section 2.Setbacks. The term “setback” as used herein shall mean building setbacks which shall apply to all dwelling units and attached structures only and are described as follows:

- 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.
- 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.

ARTICLE III

LANDSCAPE, VIEW, USE, JOINT ACCESS, WALKING TRAIL AND EMERGENCY ACCESS EASEMENTS

Section 3.01. Establishment of Landscape Easements. The Declarant does hereby establish and impose for the benefit of the Association, and hence indirectly for the benefit of all Lots, easements at the hereinafter described locations for the purpose of planting, installing, constructing and maintaining such grass, trees, bushes, flowers, grades, fences, stone walls, street and subdivision identification signs, exterior lighting, and such other landscaping and structures as Declarant or the Association may deem desirable and appropriate (hereinafter referred to as the “Landscape Easements”). Within the landscape easements the Declarant and the Association, subject to the approval of the ARB pursuant to Article VII, shall have the right to determine the nature and extent of landscaping and structures, and no Owner shall have any right to plant, install, or construct any grass, trees, bushes, flowers, gradings, fences, stone walls, signs, exterior lighting or any other landscaping and/or structures within the landscape easements except as shall be expressly permitted and authorized in writing by the Association and the ARB. The landscape easements shall be in the following

locations: on Lots 1, 2, 16, 50, 51, 52 and 53 as delineated on the Easement Plat of Indian Springs attached hereto and designated as the Easement Plat.

Section 3.02. Restriction of Landscape Easements. The Association shall have the authority to place any reasonable restrictions upon the use and maintenance of the landscape easements.

Section 3.03. Maintenance of Landscape Easements. The initial planting, installation, and construction of grass, trees, bushes, flowers, grades, fences, stone walls, street and subdivision identification signs, exterior lighting and other landscaping and structures within the landscape easement shall be

borne by and completed by Declarant, which work shall be of a nature and to the extent deemed desirable and appropriate to Declarant. Upon completion of such work, Declarant shall give written notice to the Association of such completion and thereupon shall have no further responsibility therefor, except for such warranties as Declarant may expressly provide in writing to the Association. Upon receipt of such notice from Declarant, the Association shall maintain, keep up, mow, improve, enhance and replace all landscaping and structures located in the landscape easements using the money provided by the annual and special assessments as hereinafter described in Article V.

Section 3.04. View, Use, Joint Access, Walking Trail, and Emergency Access Easements. Declarant does further hereby establish view, use, joint access, walking trail and emergency access easements all as more particularly shown on the Easement Plat of Indian Springs prepared by Roudabush, Gale and Associates, a Professional Corporation, recorded herewith and incorporated herein. None of the land within these easements shall be disturbed, changed or modified in any way without the approval of the ARB. The easements are granted to the specific lots and the rights therein shall not be unreasonably withheld by the ARB. Some easements may be a combination of view and use easements.

The Lot Owner requesting approval of the ARB for work to be performed within said easements must give fifteen (15) days written notice to the owner of the affected lot prior to ARB approval.

Section 3.04.1. View Easements. The following Lots shall have view easements:

- Lot 24 on Lot 25
- Lot 26 on Lot 25
- Lot 29 on Lot 30
- Lot 30 on Lot 29
- Lot 30 on Lot 31
- Lot 32 on Lot 31
- Lot 33 on Lot 31
- Lot 34 on Lot 31
- Lot 35 on Lot 34
- Lot 40 on Lot 31

These view easements shown on the Easement Plat of Indian Springs attached hereto run with the land and shall be administered by the ARB as provided herein.

Section 3.04.2. Use Easements. The following Lots shall have use easements:

Lot 25 on Lot 27

Lot 26 on Lot 27

Lot 27 on Lot 25

Lot 28 on Lot 27

These use easements shown on the Easement Plat of Indian Springs attached hereto run with the land and shall be administered by the ARB as provided herein.

Section 3.04.3 Joint Access Easements. The following lots have joint access easements:

Lots 27 and 31

Lots 52 and 53

These joint access easements shown on the Subdivision Plat of Indian Springs attached hereto run with the land and shall be an easement created for a joint driveway that shall be maintained by and at the expense of the Owners of Lots 27 and 31, and separately, Lots 52 and 53, which Lots shall be deemed to be served thereby, with maintenance and assessments as hereinafter set forth for that area jointly used in Section 6.11.

Section 3.04.4 Walking Trail Easements. All of the lots in Indian Springs Subdivision shall have the benefit of walking trail easements to be located on the following lots: Lot 41 and Lot 47.

These walking trail easements shown on the Easement Plat of Indian Springs attached hereto run with the land and shall be administered by the ARB as provided herein in Section 4.08 and Sections 5.01 through 5.11.

Section 3.04.5 Emergency Access Easements. An emergency access easement shall be 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 lot owners in Indian Springs Subdivision.

ARTICLE IV
ASSOCIATION

Section 4.01. Creation of Association. Indian Springs Homeowners Association, Inc. is a non-stock, non-profit membership corporation which has been duly organized under the laws of the Commonwealth of Virginia for the purposes of carrying out its duties and exercising its rights as set forth in the Declaration.

Section 4.02. Membership. Every Owner of a Lot shall be a Member of the Association.

Section 4.03 Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners with exception of Class B members. Class A Members shall be entitled to one (1) vote for each Lot severally or jointly owned by such Class A Member(s)

Class B: The Class B Member shall be Declarant or Declarant's development assignee. The Class B Member shall be entitled to three (3) votes for each Lot owned, provided that the Class B Membership shall cease and be converted to Class A Membership at such time as Declarant has transferred all but one Lot to Class A Membership.

In the event that more than one person or entity holds such interest in any Lot, all such persons or entities shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. If such joint Owners are unable to agree on the procedures for casting their vote at such time as a vote is taken, such vote shall be disregarded for all purposes except that of establishing a quorum, as such term is defined in the Association's By-Laws.

Section 4.04. 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 4.05. Majority. At any duly called meeting of the Association having a Quorum necessary to conduct business on any particular matter, the majority of such Quorum (or of such greater number of Lots entitled to a vote as may be represented at the time of any vote) shall decide any question or matter

relating to the particular matter for which the quorum has been established that may come before the meeting.

Section 4.06. Notice. All meetings of the Association shall be pursuant to written notice thereof, which shall be mailed or delivered not less than thirty (30) nor more than sixty (60) days in advance of the meeting, with notice of agenda items, to the Owners of all Lots entitled to vote upon any matter to be considered at the proposed meeting. Amendments or additions to the agenda may be mailed at any time up to fifteen (15) days before the meeting.

Section 4.07. By-Laws. The Association shall, at its first meeting, adopt a set of by-laws for the conduct of its business, which by-laws may not, however, alter any of the provisions of this Declaration. In the event of any perceived conflict between the provisions of the by-laws and this Declaration, the provisions of this Declaration shall control.

Section 4.08. Responsibilities of the Association. The Association shall be responsible for the maintenance and upkeep of the landscape easements, walking trails, common area, and storm water management facilities as required by the County of Albemarle. The Association shall also be responsible for the administrative expenses of the Association, including, but not limited to, newsletters, bookkeeping, legal assistance, insurance for the Association and its officers in the carrying out of their official functions, and expenses associated with enforcement of these covenants, conditions, and restrictions which are not recovered from the Lot Owner involved.

Section 4.09. Assumption of Declarant's Authority. At such time as the Declarant shall in writing so notify the Association, the Association shall become the successor to the Declarant for all purposes hereunder including but not limited to architectural control and enforcement of all covenants, restrictions and conditions, and the granting of necessary appropriate utility and drainage easements. In the event of the failure of Declarant to provide such notice to the Association, the Association shall automatically become successor to Declarant for the purposes expressed in this Section at such time as the Declarant shall no longer own any Lot.

ARTICLE V
ASSOCIATION MAINTENANCE ASSESSMENTS

Section 5.01. Creation of the Lien and Personal Obligation of Assessments. The annual and special assessments, together with such interest thereon and cost of collection thereof as is hereinafter provided, shall be a charge upon the land and shall be a continuing lien upon the Lot against which each such assessment is made in the manner as hereinafter provided, but subject to prior liens against the Lot. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person or entity who is the Owner of any such Lot at the time that the assessment falls due. The personal obligation shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 5.02. Purpose of Annual and Special Assessments. The assessments levied by the Association shall be exclusively for the purpose of promoting the health, safety and welfare of the residents in Indian Springs, including but not limited to the repair and upkeep of the landscape easements, the common areas, walking trails, and all facilities related thereto, and reasonable administrative expenses of the Association, including, but not limited to, newsletters, bookkeeping, legal assistance, insurance for the Association and its officers in the carrying out of their official functions, and expenses associated with enforcement of these covenants, conditions, and restrictions which are not recovered from the Lot Owner involved.

Section 5.03. Basis for and Maximum of Annual Assessments. Beginning January 1, 2004, the maximum annual assessment for the General Fund, as described in Section 4.08, shall be \$500.00 per lot improved or unimproved. Each calendar year thereafter, the maximum annual assessment may be increased by the Board of Directors of the Association, after due consideration of the then current maintenance costs and needs of the Association, by an amount not to exceed 5% per year of the prior year's annual assessment and any such increase shall be effective January 1 of each year without a vote of the membership. Any other increase in the annual assessment shall be pursuant to recommendation by the Board of Directors and approval by two-thirds (2/3) of the votes entitled to be cast thereon in person or by proxy at a duly called meeting of the Association for purpose.

Section 5.04. Special Assessment for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of paying, in whole or in installments, the cost of any construction,

reconstruction, repair or replacement of the dam, landscape easements, walking trail easements and common areas, and all facilities related thereto, provided that any such special assessment shall be recommended by the Board of Directors and approved by two-thirds (2/3) of the votes of the lot owners entitled to be cast thereon in person or by proxy at a duly called meeting of the Association.

Section 5.05. Notice for Any Action Authorized Under Sections 5.03 and 5.04. Notwithstanding the provisions of Section 4.06 written notice of any meeting called for the purpose of taking any action authorized under Section 5.03 or 5.04 shall specify the nature of the action proposed to be taken and shall be mailed or delivered to all members not less than 30 days nor more than 60 days in advance of the meeting.

Section 5.06. Uniform Rate of Assessment. Annual and special assessments must be fixed at a uniform rate for all unimproved and improved lots in Indian Springs and may be collected on an annual basis.

Section 5.07. Date of Commencement of Annual Assessment Due Dates and Certificates of Payment. Annual assessments provided for herein shall be for a period of one year beginning on the 1st day of each year commencing with January 1, 2004. The Board of Directors and Association shall fix the amount of the annual assessment on each Lot according to the provisions of Article V at least 30 days in advance of each annual period after the giving of notice as required in Section 5.05. Unless otherwise established by the Board of Directors, the assessment shall be due in one installment on the first day of January of each year, unless other due dates are established by the Board of Directors, and the annual assessment shall be prorated where a sale of a lot or lots is/are made between the annual January 1 assessment dates. The Association shall, upon demand by a Lot Owner or agent thereof, at any time promptly furnish a certificate in writing signed by an officer of the Association setting forth whether or not the assessments on such Owner's Lot have been paid together with the amount, if any, unpaid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment or non-payment of any assessment, annual or special, as stated in such certificate.

Section 5.08. Effect of Non-Payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be considered delinquent. If the assessment is not paid within 30 days after the due date, the

assessment shall bear interest from the date of the delinquency at the maximum rate of interest on judgments provided by law, and the Association may bring an action at law against the Owner personally obligated for the same, or foreclose the lien against the Lot, and interest costs, court costs and reasonable attorney's fees of any such action or foreclosure shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common areas, walking trail easements or abandonment of his Lot.

Section 5.09. Lien for Payment of Assessments and Subordination of Lien to First and Second Lien Deeds of Trust. There shall be a continuing lien upon each of the individual Lots in order to secure payment of any of the assessments provided under this Declaration, but such lien shall be at all times subject and subordinate to any first or second mortgages or deeds of trust placed on a Lot at any time. However, at such time as the Association places to record in the Clerk's Office of the Circuit Court of Albemarle County, Virginia, a notice of delinquency as to any particular Lot on a form prescribed by the Board of Directors, then, from the time of recordation of said notice the lien of such delinquent assessment(s) in the amount stated in such notice shall be a lien prior to any subsequently recorded first or second mortgages or deeds of trust or other security interests, claims, etc. in the same manner as the lien of a docketed judgment in the Commonwealth of Virginia.

The lien of assessments provided for herein, whether or not notice has been placed on record as above provided, may be foreclosed by a Bill in Equity in the same manner as provided for the foreclosure of mortgages, vendor's liens, and liens of similar nature. A statement from the Association, signed by an officer thereof showing the balance due on any assessment shall be prima facie proof of the current outstanding assessment balance of delinquency, if any, due on a particular Lot.

Section 5.10. Records and Receipts. The Association shall keep and maintain detailed, accurate, itemized records in chronological order of all of its receipts and expenditures and vouchers therefor. Such records and vouchers authorizing all expenditures shall be available for examination by members and others with an interest such as lien holders or prospective lenders at convenient hours of weekdays upon reasonable notice.

Section 5.11 Exempt Property. The following property shall be exempt from any assessments, dues and charges of the Association and from the lien

provided for in this Article: (a) all property dedicated to and accepted by any public or quasi-public authority or body or any public utility; and (b) all Lots owned by the Declarant and held for sale to the public, provided that such exemption for Lots owned by Declarant shall be applicable only so long as the Declarant maintains such lots in a manner commensurate with the intent of the Declaration and other applicable rules, regulations and guidelines. Once Declarant sells a lot the Lot Purchaser will be responsible for and pay for assessments prorated from the date of closing.

ARTICLE VI

PUBLIC ROAD

Section 6.01. Dedication. Declarant does hereby establish and dedicate to public use all the roads as shown and described on the Indian Springs Plat, as public roads for public ingress and egress to and from all Lots and for the conveyance of utilities, together with the permanent drainage easements related thereto.

Section 6.02. Maintenance. The initial construction of all roads within the subdivision shall be borne and completed by Declarant; and subject to the provisions of Sections 6.03 and 6.04 below, the Declarant shall repair and maintain all roads within the subdivision until they have been accepted into the highway system of the Commonwealth of Virginia for public use.

Section 6.03. 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, and shall restore any portion of any road damaged by his negligence or by such construction, development or activity to at least its prior condition upon completion of such activity or upon demand of Declarant. If any Owner shall fail to so restore any portion of any road damaged by his negligence or construction, development or activity, then Declarant or Declarant's agent shall have the right to restore such road portion to its prior condition and to collect the cost of such restoration from such Owner (together with the cost of collection, including reasonable attorney's fees).

Any and all costs associated with any action deemed necessary by the Declarant or Declarant's agent to modify or repair any of the facilities set forth in

Section 10.01 of these Covenants, Conditions and Restrictions due to interference or any activity within any lot or within the access right-of-way along the front of any lot shall be borne by the responsible lot owner.

Section 6.04. 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, Declarant 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).

Section 6.05. Regulation of Traffic. Until such time as the public roads are accepted into the highway system of the Commonwealth of Virginia for public maintenance, Declarant and/or the Association shall have the power to place any reasonable restrictions upon the use of the public roads, including, but not limited to, the establishment of speed limits.

Section 6.10. Responsibility for Maintenance of Joint Access Easements. **The cost of construction, maintenance, upkeep or replacement of all joint access easements located within the established easements in Indian Springs Subdivision, shall be the SOLE RESPONSIBILITY OF THE OWNERS as hereinafter provided. No such cost will be borne by Albemarle County, the Commonwealth of Virginia or any other public agency.**

Section 6.11. Joint Access Easements. There are two (2) parcels (Lot 27 and Lot 31) which will use the private driveway and the cost of maintaining the said driveway shall be borne equally by each of the two parcel owners from Footpath Lane to the end of the jointly used access easement as shown on said Subdivision Plat, with one-half of the cost to be paid by each parcel owner for the length of that easement that is jointly used.

There are two (2) parcels (Lot 52 and Lot 53) which will use the private road and the cost of maintaining the said road shall be borne wholly by the owner of Lot 52 from State Route 664 to the end of the jointly used access easement as shown on said Subdivision Plat.

Maintenance of the private roads shall include maintenance of the roads, curb, gutter, drainage facilities, utilities or other road improvements, and the removal of snow, water or debris so as to keep the road reasonably open for usage.

At such time as one of the two parcel owners determines that the said road is in need of maintenance or repair, said one of two parcel owners shall have the right to order such repairs as are necessary in order to keep the road up to the same standards as that to which the road was originally built, and the cost of making said repairs and the maintenance cost, including snow removal, shall be borne by the owners of the two parcels as set forth in this section.

One of the two parcel owners must give fifteen (15) days written notice to the other parcel owner before initiating maintenance or repair of said road, and, once receiving an estimate for the maintenance or repair of said road or, at his option, after maintenance or repairs have been made, shall bill the other parcel owner for his proportionate share, if any, of the cost, which bill shall become due and payable within thirty (30) days after mailing thereof; and in the event that any parcel owner fails to pay his proportionate share within said thirty (30) days, then the other parcel owner or individual appointed by him, may prepare a statement

of such delinquency in recordable form and the recordation of said statement shall in itself create a lien against the parcel whose owner has not contributed his proportionate share. Said lien once recorded shall have priority as to any subsequent liens recorded against the property and shall further be a personal liability on the owner of said parcel. The notice to have maintenance and/or repair work done does not apply to snow removal.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01. Architectural Review Board. Until the Declarant shall no longer own any Lot, the ARB shall consist of one or more persons or entities named by the Declarant. After the Declarant shall no longer own any Lot, or after the Declarant gives written notice that it wishes to transfer these responsibilities to the Association, the ARB shall consist of three members, each elected for a three-year term by the Association. At the first election following transfer of this authority from Declarant, one member shall be elected for a three-year term, one for a two-year term, and one for a one-year term. ARB members may be reelected, except that no member may serve for more than six years in any eight-year period. The ARB members shall designate one ARB member as chair.

Section 7.02. Purpose. The ARB shall regulate the external design, appearance, and use of the Lots and of improvements thereon in such manner as to preserve and enhance property values, maintain a harmonious relationship among structures and the natural vegetation and topography, and conserve existing natural amenities.

Section 7.03. Matters Subject to Review and Control. No construction improvements (including, but not limited to, outdoor lighting, playground equipment, television antennas, satellite dishes, fences or signs), alterations, repairs, excavations, changes in grade, landscaping, or other work which in any way alters the exterior of any Lot or the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by the Declarant to an Owner shall be undertaken until all plans, specifications, working drawings, and/or proposals for the same showing all details of such improvements or changes including, but not limited to, the nature, kind, shape, height, materials, exterior paint colors, and locations thereof in relation to

surrounding structures and topography and construction schedules shall have been submitted to, and approved in writing by, the ARB, pursuant to Section 7.05. No construction or preliminary site work of or for any building, fence, wall, residence, or other structure or improvement (including, but not limited to, outdoor lighting, playground equipment, television antennas or satellite dishes) shall be commenced without the prior written approval of the ARB pursuant to Section 7.05. 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. Conformity with Location of Structures. All buildings, outbuildings and any other improvements will be located on the Lot in conformity with setbacks required by the covenants, conditions and restrictions. In no event will any building be outside the setback lines of the individual Lot as indicated by the covenants, conditions and restrictions.
- B. Elevation. The ARB will individually regulate the maximum height of any dwelling 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 Declarant to establish a community utilizing designs which harmonize with the natural surroundings. 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. 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. 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. 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. 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. A Preliminary landscaping plan shall be submitted to the ARB with architectural plans and shall be subject to review and approval pursuant to Section 7.05. The Final Landscape Plan shall be submitted to the ARB and shall be subject to review and approval pursuant to Section 7.05 prior to occupying the primary dwelling by the lot owner. The ARB shall have the right to provide for adequate landscaping on any Lot if the owner of such Lot fails, within a reasonable time of commencing any improvements on his Lot, to provide for landscaping as set forth in this Section. The cost of provision of such landscaping by the ARB will become an assessment upon the Lot which may be enforced as provided in Sections 5.08 and 5.09.

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. A detailed plan of the entrance, including the size, material and location of all culverts, the proposed method for stabilizing all ditches constructed in conjunction with the driveway, the driveway showing composition and design, and the parking areas, shall be submitted with the architectural plans, in advance of the commencement of any grading or excavation, to the ARB for its review and approval pursuant to Section 7.05. No plain galvanized corrugated metal pipe shall be approved by the ARB.

D. 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.

Section 7.04. Governmental Permits. No Owner shall obtain any governmental permit for improvements of any kind to his Lot prior to obtaining approval of plans therefor from the ARB pursuant to the provisions of this Article.

Section 7.05. Procedures. The procedures specified in this Section shall apply to all requests for approval submitted to the ARB (which requests are hereinafter referred to as Applications), as well as the review thereof by the ARB.

Section 7.05.1. The Application. All Applications, as defined above, shall be submitted to the ARB in writing at an address to be specified by the ARB. All Applications shall be signed by the Owner of any Lot with respect to which the Application is filed, or the agent of such Owner (such Owner or agent hereinafter is referred to as the Applicant), provided that the agency of any agent of an Owner is established in writing signed by such Owner and notarized and submitted to the ARB.

Section 7.05.2. Applications Requirements. 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 ARB 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 ARB.

Applications shall be in such form as shall be specified by the ARB, however, if no form is specified, the Application shall set forth clearly the approval which is requested including reference to all Sections of this Declaration pursuant to which approval is requested, and shall include the following materials as appropriate.

A. Three (3) complete sets of building plans and specifications, showing floor plans, front, rear and side elevations, exterior color, finish and material for foundation, siding, and roof.

B. Three (3) sets of a plot or site plan with 2' contours, (existing and proposed), detailing the proposed location of such building, and the following: a

north arrow, dimensions of Lot, setback, as stated in the covenants, conditions and restrictions, location of accessory buildings, septic drainfields, wells, underground tanks, HVAC units and location of drives and parking areas. All structures shown on such plans shall be staked out on the Lot for review by the ARB at the time of application.

C. The name and current mailing address of the Applicant.

D. The septic drainfield shall be located within preapproved areas on each Lot unless a new septic drainfield location is approved by both the appropriate local health department and the ARB.

E. 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 Section 7.03 of the Indian Springs Covenants, Conditions and Restrictions.

F. The removal or clearing of trees will be limited to approved building sites and travel ways along with partial clearing of septic drainfields, 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 Article VII of the Indian Springs Covenants, Conditions and Restrictions.

Section 7.05.3. Preliminary Review. 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.

Section 7.05.4. Final Review. The ARB shall have sixty (60) days from the date of submission to it of a complete Application, the form of which is in compliance with the requirements of this Declaration, to make a final review of said Application and determine whether or not to reject or approve the same. The ARB shall notify the Applicant in writing of the rejection or approval of the Application. In the event that the ARB rejects the Application for any reason, it

shall specify in the written notice the reasons for its rejection of the Application. Notice of rejection must be postmarked or delivered on or before sixty (60) days after a complete Application, as aforesaid, has been submitted to the ARB to avoid automatic approval as provided for in Section 7.05.5.

Section 7.05.5. Automatic Approval in the Event of Failure of ARB to Act. In the event that the ARB shall fail to give written notice to the Applicant of acceptance or rejection of any Application as provided for in Section 7.05.4, such Application shall automatically be deemed approved for all purposes under this Declaration. Provided, however, that if such failure is due to any delay requested by an Applicant in writing, such failure shall not be deemed an automatic approval hereunder.

Section 7.05.6. Appeals. 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 Circuit Court of Albemarle County, Virginia, provided such Owner otherwise has legal standing to make such an appeal. Rulings of the ARB 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 ARB specifically stating the desire of such Owners that a given ruling of the ARB, described with particularity, be reviewed by the Association.

Section 7.05.7. 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 Application in the event that it determines, in its sole discretion, that the person and/or contractor identified in the Application as being responsible for the construction of any improvements for the approval of which an Application is filed 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 Covenants, Conditions and Restrictions, 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.

The ARB shall also select at any time (regardless of any prior approval) any garbage collection contractors contracting for the collection of garbage in Indian Springs.

Section 7.05.8. ARB Right to Inspect. The ARB shall have the right to inspect all construction as it proceeds in order to determine that such construction is according to the plans and specifications approved by the ARB.

Section 7.05.9. Expiration of Approval. In the event that construction pursuant to any approved Application is not commenced within six months following approval of such Application, such 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.

The overall construction period from breaking of ground to certificate of occupancy shall not exceed 12 months without the written approval of the ARB. 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.

Section 7.05.10. Chemical Toilets and Dumpsters Required During Construction. Maintained chemical toilets and dumpsters are required during all residential or other major construction. Such toilets and dumpsters shall be located at sites approved by the ARB.

Section 7.06. Expenses of the ARB and the Association. In the event that the volume or complexity of work to be performed by the ARB shall require the attention of paid staff or agents employed by the ARB, the Declarant, if it still owns any lot in Indian Springs, or the Association if the Declarant no longer owns any lot in Indian Springs or has given the notice specified in Section 7.01, may authorize payment from the General Fund for such purposes. If such costs are incurred because of the complexity or other unusual features of a particular Lot Owner's application, the ARB shall fix a reasonable amount to defray the excess expenses, which shall be considered to be a supplemental part of the application fee to be paid by the applicant. The ARB shall promptly notify the applicant of such supplemental fee. Construction shall not commence, or, if already begun, shall be halted, until the supplemental fee is paid by the applicant. The payment of such expenses not charged to the individual Lot Owner under this section shall be costs assessed equally against all of the Lots in Indian Springs, which

assessments shall be enforced according to the provisions of Section 5.08 and 5.09 of this Declaration.

In addition to the Application fee for the residence, the ARB may establish a reasonable Application fee, which shall be paid upon the submission of any Application other than the residence application, to the ARB, provided that the Association may amend or eliminate the amount of or requirement for Application fees where the Association determines that such fees are unnecessary to the effective operation of the ARB.

ARTICLE VIII

USE RESTRICTIONS

Section 8.01. Commercial and Professional Activities. No Lot or improvements thereon shall be utilized for the conduct of any commercial or professional enterprise of any kind, provided, however, that this restriction shall not prohibit an Owner from personally engaging in activities within a structure on his Lot incidental to his business or profession which activities have no exterior manifestations, no on-site employee or employees, and no business or profession-related pedestrian or vehicular traffic. Further, there shall be no outside sign, advertisements or identification of such business or profession permitted on any Lot.

Section 8.02. Residence. All Lots shall be used for single family residential purposes only and no more than one residence shall be constructed upon a Lot, along with such outbuildings as are usually accessory to a single family residence. No structure (except temporary structures necessary to construction) shall be placed upon any Lot prior to completion of construction of the main residence thereon. 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.

Section 8.03. Temporary Residence. A) No structure of a temporary character for residential use, including, but not limited to, tents, recreational vehicles or trailers shall be placed on any Lot at any time either permanently or temporarily for a time greater than three (3) days.

Section 8.04. Signs. No signs of any type may be erected or maintained on any Lot by anyone including, but not limited to, Owners, realtors, contractors or subcontractors, without the prior written approval of the ARB. Such approval may be limited as to duration and as to size, color and content of such signs.

Section 8.05. Mailboxes. No mail or paper delivery boxes deviating from the standard design approved by the ARB shall be erected without the prior written approval of the ARB as to the location, color, size, design, lettering and all other particulars of such mail or paper delivery boxes, and the standards, brackets and name signs for such boxes.

Section 8.06. Nuisances. No nuisance shall be maintained on any Lot. No oil, gas, mineral, quarry or gravel operation shall be permitted on any Lot. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept unless in sanitary containers. No clothes lines or drying yards shall be permitted on any Lot in Indian Springs. No outside burning of wood, leaves, trash, garbage or other materials shall be permitted on any Lot.

However, Declarant may provide, for its exclusive use, disposal and/or storage areas for clearing and grubbing materials or other earthen materials removed from Lots in Indian Springs, and may provide temporary storage for construction equipment and materials on same.

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 8.06.1. 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 of Section 8.06.2) 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.

Section 8.06.2. Number of Horse or Ponies. 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 8.06.3. Determination of Nuisance. The ARB shall have the authority to determine, in writing, whether an activity conducted upon any Lot constitutes a nuisance upon the submission to it of a complaint in writing by any Lot Owner regarding such activity. The ARB is given full authority and power to abate any nuisance found to be existing after giving the Owner written notice specifying the nature of the nuisance and after the Owner has failed to abate such nuisance within a reasonable period of time after the giving of such notice. No light shall be emitted beyond the Lot lines of any Lot which is unreasonably bright or glares upon any adjacent Lot. No unreasonably loud or annoying noises, or obnoxious or offensive odors shall be emitted beyond the Lot lines of a Lot.

Section 8.07. Maintenance of Property. Each Owner shall keep all Lots owned by him, and all improvements thereon, free of debris and maintained in good order and repair, and free of inoperative motor vehicles or other inoperative machinery. Maintenance shall include, but not be limited to, seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery, and painting (or other appropriate exterior care) of all structures and other improvements. All Lot Owners shall mow to edge of pavement on their Lot frontage. This shall be done in such a manner and with such frequency as is consistent with good property management and so as not to detract from the overall beauty of the property and the common good and general welfare of Indian Springs and its residents. All unimproved Lots shall be kept free of brush, trash and other forms of debris, and shall be kept mowed. In the event any such unimproved Lot shall not be kept up to reasonable standards applied by the ARB, the ARB may remove such trash and debris from said Lot and mow the same and assess the cost thereof to the Owner of said Lot. If any Lot Owner fails to maintain the Lot and the improvements thereon, after fifteen (15) days written notice to such Owner, the ARB shall have the right to enter upon such Lot to correct any violation of this Section. All costs related to such correction, repair,

or restoration will become an assessment upon such Lot which may be enforced as provided in Section 5.08 and 5.09. The ARB shall notify the Lot Owner in writing of the imposition of any such special assessment.

Section 8.07.1. Result of Lien or Violation. Once a lien has been placed on any Lot or any other violation or breach of this Declaration has occurred as determined by the Association or the ARB with respect to any Lot, no further improvements may be made to such Lot, except to the extent necessary to correct any violation or breach, until the lien has been paid in full or the violation or breach has been corrected to the satisfaction of the Association or the ARB, whichever has originally determined the existence of the violation or breach.

Section 8.08. Destruction of Structures. In the event that any building or other structure on any Lot is destroyed in whole or in part, reconstruction thereof must begin within 30 days of such destruction, with extensions granted by the ARB for just cause shown, and the debris therefrom must be removed and the Lot restored to a safe, clean and sightly condition. Any reconstruction of such destroyed property that is different in design, composition, color, location, etc. from the improvements as originally approved by the Association or the ARB or as originally completed by Declarant, must be resubmitted to the ARB for its approval pursuant to Article VII.

Section 8.09. Cutting of Trees. No tree of six (6) inches or greater diameter at a distance of four-and-one-half (4½) 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 (3½) 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 which assessment may be enforced as provided in Section 5.08 and 5.09.

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 and the ARB shall keep permanent records of the exact location of all such underground storage tanks. 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, in accordance with Section 7.05.

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. Requirements. No recreational vehicles, motor homes, trailers, campers, camper tops, buses, trucks over 3/4 ton capacity, boats and/or garden or farm tractors or other machinery and the like shall be placed, stored or parked (including any public area, pond, Lot or road), either temporarily or permanently, except in garages or other storage structures approved by the ARB pursuant to Section 7.05.

Section 8.13.2. Requirements. All vehicles and equipment described in Section 8.13.1 may be housed as provided in Section 8.13.1, but shall not be required to be so housed provided that they are 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, or in connection with construction activities being performed upon the Lots.

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. Restriction on Further Subdivision. No Lot shall be further subdivided or in any manner separated into smaller lots by an Owner .

Section 8.17. Violation and Breach. In the event of a violation or breach of any of the Covenants, Conditions and Restrictions contained herein by an Owner of any Lot or the agent of such Owner, then any Owner of any other Lot, the Declarant, the Association, and the ARB, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent said violation or breach. In addition to the foregoing,

the Declarant, the Association and the ARB shall each have the right to enter, without notice, upon any of the Lots for the exclusive purpose of determining compliance with the Covenants, Conditions and Restrictions contained herein at any reasonable time. In the event of any violation or breach, the Declarant and the ARB shall each have the right to enter upon the Lot to correct or abate the violation or breach, including, without limitation, the right to correct drainage or remove or correct drainage structures, buildings, fences, walls or other structures determined to be in violation or breach of these Covenants, Conditions and Restrictions. No such entry or correction, abatement or removal shall be deemed a trespass. In the event of a violation or breach of any of the Covenants, Conditions and Restrictions contained herein by any Owner or agent thereof, such Owner shall pay the reasonable costs of enforcement and/or interpretation of such Covenants, Conditions and Restrictions incurred by the Declarant, Association or ARB, including, but not limited to, the cost of the Declarant, Association and the ARB in correcting, abating or removing such violation or breach and reasonable attorney's fees incurred incident thereto, which costs shall be an assessment and enforceable against such Owner and all Lots owned by such Owner as provided for in Section 5.08 and 5.09.

Each Lot Owner consents to the entry of a Court Order of a temporary or permanent injunction compelling compliance with the terms hereof or preventing any violation or breach. Each Lot Owner further consents to the appointment of a designee of the Declarant or the Association as such Lot Owner's attorney-in-fact to confess any money judgment for failure to pay, when due, any assessment hereunder, or to consent to the entry of any temporary or permanent injunction compelling compliance with the terms hereof or preventing any violation or breach of the terms hereof.

Section 8.18. Lack of Enforcement. The failure to enforce any easements, covenants, restrictions, conditions, reservations, liens, charges or other provisions contained in this Declaration, regardless of how long such failures(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 Article VII, 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.

ARTICLE IX
COMMON AREA

PROPERTY RIGHTS IN COMMON AREA

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 Title to Common Area.

a. The Declarant covenants for itself, its successors and assigns, that it will convey the common area by deed to the Association, at no cost to the Association, and subject to (i) all restrictions and limitations imposed by this Declaration including without limitation, all rights of easement and rights of entry reserved unto the Declarant, its successors and assigns, in said Declaration; (ii) all other restrictions and limitations at the time of conveyance; (iii) any restrictions and limitations, conditions or determinations as to the purposes and uses for the conveyed property as stipulated in said deed; and (iv) any commitments by the Declarant to construct certain improvements thereon as stipulated in said deed; and upon such conveyance, said parcel of land and any improvements thereon shall become common area as designated in said deed.

b. The Association shall not refuse the conveyance to it of any common area at such time as the Declarant, in its sole and uncontrolled discretion, deems it advisable to convey such property to the Association.

c. Upon conveyance of any parcel of land and any improvements thereon as a common area by the Declarant or any third party, the Association shall immediately become responsible for all maintenance and operation of said property, and for such additional construction of improvements thereon as may be authorized by the Association=s Board of Directors. It is the purpose of this

provision to provide that the Association shall be responsible for all maintenance and operation of the common area.

d. Notwithstanding anything in the foregoing to the contrary, the Declarant reserves unto itself, its successors and assigns, and its agents, the right to enter upon any common area, for the purpose of constructing or maintaining indoor and outdoor recreation and community facilities thereon. The provisions of this paragraph shall in no way create any obligation on the part of the Declarant to construct or maintain any such facilities. The Declarant further reserves for itself, its assignees and successors the right to reserve and to grant to third parties such easement as it may deem necessary over the common area.

e. Declarant reserves the right to use the cottage in the common area until January 1, 2006 for marketing and sales purposes for Indian Springs Subdivision. Such use by the Declarant will not interfere with the lot owners use and enjoyment of the common area facilities.

Section 9.03 Extent of Members= Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a. The right of the Association in accordance with its By-Laws to borrow money from the Declarant or any lender for the purpose of improving and/or maintaining the common area and providing services authorized herein and in aid thereof to mortgage said properties, provided, however, that any such mortgage is with the prior consent of two-thirds (2/3) of the members of the Association, which consent may be evidenced by petition or by an affirmative vote of two-thirds (2/3) of the members voting in person or by proxy at a duly called meeting of the Association;

b. The right of the Association to take such steps as reasonable and necessary to protect the above-described properties against foreclosure;

c. The right of the Association to suspend the rights and easements of enjoyment of any member, tenant or guest of any member for any period during which the payment of any assessment against property owned by such member remains delinquent, and for any period not to exceed sixty (60) days for each infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or the breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the members obligation to pay the assessment.

d. The right of the Association to charge reasonable admission and other fees and dues for the use of recreational facilities and services on the common area;

e. The right of the Declarant or the Association to dedicate or transfer to any public or private utility, utility or drainage easements on any part of the common area.

Section 9.04 Insurance. The Association shall obtain and maintain in force policies of insurance meeting the following minimum standards:

a. All buildings, improvements, and all personal property on and used with the common area and facilities shall be insured in an amount equal to 100% insurable replacement value as determined by the Board of Directors with the assistance of its insurance company. Such policy shall include coverage against fire and other hazards covered by endorsements for extended coverage for vandalism, and malicious mischief.

b. Public liability insurance shall be secured by the Association with limits of liability of no less than One Million Dollars (\$1,000,000.00) per occurrence which shall insure the Association, its directors, and its officers, and which shall include an endorsement to cover liability of the owners as a group to a single owner.

c. Adequate fidelity coverage shall be obtained to protect against dishonest acts of officers, directors or other persons responsible for handling funds of the Association. There shall also be obtained such other insurance coverage as the Association shall determine from time to time to be desirable and necessary.

No provision of the Declaration or applicable laws authorizing or empowering the Declarant or the Association to do any act or exercise any right shall be construed as obligating the Declarant or the Association to do any act or to exercise any right which it is not expressly required to do or exercise by this Declaration.

ARTICLE X

GENERAL PROVISIONS

Section 10.01. Utility and Drainage Easements. In order to minimize the potential for erosion or other damage to Lots and to make adequate and

desirable services and utilities available to Lots, including the placement of a dry hydrant at the pond located in Indian Springs for the exclusive use of fire companies for use in fire fighting, Declarant reserves unto itself, its successors, and assigns, a perpetual and alienable easement and right-of-way above ground and under ground through all areas subject to this Declaration and any supplementary declaration, within the boundaries of Lots, and excepting only approved building areas, to construct, maintain, inspect, replace, and repair electric and telephone poles, wires, cables, conduits, wells and related facilities, pipes, and other suitable equipment for the conveyance of water, telephone, electricity, cable, communications, and other utilities and public conveniences, storm water quality, best management practices, for storm and surface water drainage, and for fire protection, together with the right of ingress and egress to all such facilities and easements for the construction, maintenance and use thereof. The easements provided for in this Section 10.01 shall include the right to cut any trees, brush, and shrubbery, make any grading of soil, and take other similar action reasonably necessary to provide economical and safe utility installation and drainage facilities. The rights herein reserved may be exercised by any agent of the Declarant but shall not be deemed to impose any obligations upon the Declarant to provide or maintain any utility or drainage services.

Section 10.02. Severability. In the event that any one or more of the provisions of this Declaration shall be declared or otherwise become invalid, illegal or unenforceable in any respect, the Declarant, Association, or ARB may apply to a Court of competent jurisdiction through declaratory judgment or other appropriate proceeding for construction of the remaining provisions of this Declaration so as to give, as fully as possible, effect to the intent of the Declarant as originally expressed herein. In any event, the remaining provisions of this Declaration shall remain in full force and effect until and unless modified in any such court proceeding.

Section 10.03. Combining Lots. In the event that any Owner of more than one Lot shall desire to combine all contiguous Lots owned by him into one Lot to serve as a single residential site, then, upon approval by the ARB of the plans for combining the Lots, including the locations and orientation of the improvements proposed to be located thereon, and further, after complying with such measures as shall be prescribed by the ARB to legally accomplish the proposed combination of Lots, the provisions of this Article X only shall apply to such

combination of Lots as though they were a single Lot. Such combination shall not reduce the number of lots for assessment purposes.

Section 10.04. Amendments. This Declaration may be amended in whole or whole or in part by a recorded instrument bearing the signatures of the Owners of record of not less than two-thirds (2/3) of the votes entitled to be cast under Article IV. Where there is more than one Owner of record for a Lot, all Owners of record of such Lot must sign in order to bind such Lot for the purposes of obtaining the requisite two-thirds (2/3).

Section 10.05. Prohibited Discrimination. The Declarant and every Owner agrees that no transfer of any interest or offer to acquire any interest in any Lot shall be refused by Declarant or Owner or agent thereof to any person because of race, color, religion, sex or national origin, nor shall Declarant or any Owner make unavailable or deny the use or any interest in the property to any person because of race, color, religion, sex or national origin.

No provision of this Declaration shall be used to discriminate against any person by reason of such person's race, color, religion, sex or national origin and any such use is hereby declared illegal, void, and unenforceable and is specifically disclaimed.

Section 10.06. Limited Liability. In connection with all review, acceptances, inspections, permissions, consents or required approvals by or from the Declarant, the Association, the Board of Directors, the ARB, or their assignees, contemplated under this Declaration, the Declarant, the Association, the Board of Directors, the ARB, or their designees, shall not be liable to any Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter of any review, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld.

Section 10.07. Duration. The covenants and restrictions contained in this Declaration shall run with and bind all of the real property comprising Indian Springs as shown on the attached subdivision plat for a term of fifteen (15) years from the date this Declaration is recorded and thereafter shall be automatically renewed for successive periods of ten (10) years, unless modified, amended, or rescinded as provided in Section 10.04.

WITNESS the following signature and seal:

HALEY, CHISHOLM & MORRIS, INC.

By: _____ [Seal]
MICHAEL T. BOGGS, President & CEO

COMMONWEALTH OF VIRGINIA:

CITY OF CHARLOTTESVILLE:

The foregoing Declaration of Covenants, Conditions and Restrictions is acknowledged before me this ____ day of April, 2003, by Michael T. Boggs, President & CEO of Haley, Chisholm & Morris. Inc.

Notary Public

My commission expires: _____