

**THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR INDIAN SPRINGS COMMUNITY  
(ALL SECTIONS)**

THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR INDIAN SPRINGS COMMUNITY (the "Declaration") is made, imposed and declared this 9<sup>th</sup> day of May, 2015, by Indian Springs Community Association, Inc., a Kentucky non-profit corporation with a mailing address of 9462 Brownsboro Road, Box 181, Louisville, Kentucky 40241 ("ISCA, Inc."), and Indian Springs Green Space, LLC, a Kentucky limited liability company.

**WHEREAS**, the Blacketer Land Co., Inc., a Kentucky corporation (the "Developer") encumbered certain property located in Jefferson County, Kentucky, with certain restrictions in the Indian Springs, Section 1, Declaration of Covenants, Conditions and Restrictions dated May 26, 1993, of record in Deed Book 6313, Page 250 in the Office of the Clerk of Jefferson County, Kentucky (the "1993 Original Declaration"), as amended by that certain Indian Springs Section 1 First Amendment to Declaration of Covenants, Conditions, and Restrictions dated December 1, 1993, of record in Deed Book 6389, Page 436 in the Office aforesaid, as further amended by that certain Declaration of Annexation Indian Springs Section 1, Jefferson County, Kentucky, dated January 23, 2002, of record in Deed Book 7811, Page 889 in the Office aforesaid, as amended by that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Indian Springs Golf Community (All Sections) dated January 25, 2008, of record in Deed Book 9179, Page 888 in the Office aforesaid, as amended by that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Indian Springs Golf Community (All Sections) dated September 6, 2011, of record in Deed Book 9768, Page 841 in the Office aforesaid (collectively, the "Original Declarations").

**WHEREAS**, homeowners are owners of lots (the "Homeowners") within that certain residential subdivision and former golf community (now Recreational Property) known as "Indian Springs" subject to the Original Declarations, which real property is more particularly described above and made a part hereof; and

**WHEREAS**, according to the 1993 Original Declaration, the "affirmative action" of 75% of the lots and the action of the ISCA, Inc. as assignee of the original Developer is needed to amend the Original Declarations; and

**WHEREAS**, the Homeowners took said affirmative action as evidenced by their signatures on file with the ISCA, Inc. and the ISCA, Inc. board meeting minutes, allowing ISCA, Inc. the power and authority to record this Declaration; and

**WHEREAS**, ISCA, Inc. acquired certain real property and improvements thereon (the "Recreational Property") and certain personal property from Indian Springs, LLC, the Recreational Property being conveyed by deed dated February 18, 2014 of record in Deed Book 10205, Page 617, which was subsequently conveyed by ISCA, Inc. to Indian Springs Green Space, LLC, a Kentucky limited liability company wholly owned by ISCA, Inc. by deed dated April 8, 2014 of record in Deed Book 10228, Page 339, each in the office of the Clerk aforesaid.

Unless specifically used otherwise, the term "real property" as used herein shall refer to both the Recreational Property and Indian Springs Property;

**WHEREAS**, it is the desire and intention of Homeowners to maintain the real property made subject to this Declaration in accordance with the provisions of this Declaration and to subject and impose upon such real property certain rights, privileges, covenants, conditions and restrictions, and to impose certain assessments, charges and liens, under a general and common plan and scheme of subdivision, maintenance and improvement for the benefit of such real property, and for the benefit of Homeowners, their successors and assigns, and purchasers of portions of such real property in Indian Springs, and it is further intended that said rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens, as applicable, and the other provisions of this Declaration, bind and benefit not only said persons and entities, but also their respective heirs, personal representatives, successors and assigns, as applicable, and that all such real property should be owned, held, used, leased, sold, conveyed, and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration; and

**WHEREAS**, pursuant to such general and common plan and scheme of subdivision, development and improvement for Indian Springs, Homeowners desire to ensure the best use and improvement of each section of the real property subject hereto and each residential lot developed thereon in an attempt to guard against erection of poorly designed or built structures, to provide further maintenance of various improvements and areas, and generally enhance and protect the value, desirability and attractiveness of the real property made subject hereto and all portions thereof conveyed to others to their mutual benefit by subjecting such real property to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration;

**NOW, THEREFORE**, in accordance with the foregoing preambles, which are hereby incorporated herein subject to the following terms hereof, Homeowners hereby declare that the real property ("Property"), more fully described above and made a part hereof and the Recreational Property, shall be owned, held, used, leased, sold, conveyed, and/or occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessment, charges and liens set forth in, and other provisions of, this Declaration, all of which are declared and agreed to be in furtherance of a common plan and scheme for Indian Springs, and the development, sale and improvement of the Property made subject hereto, and which are for the purpose of protecting the value, desirability and attractiveness of such Property and portions thereof hereafter conveyed to others and the maintenance and use of the Recreational Property. The rights, privileges, covenants, conditions, restrictions, easements, assessment, charges and liens set forth in, and other provisions of, this Declaration shall run with the Property and the Recreational Property made subject hereto and be binding upon and inure to the benefit of all parties having any right title or interest therein, their respective heirs, personal representatives, successors and assigns. This Declaration shall amend and replace all of the Original Declarations applicable to Indian Springs.

1. Sections; Lots; Additions of Sections.

- (a) The Property will be developed as a part of Indian Springs which is being

developed in numbered and/or lettered sections (collectively, the "sections" and individually, a "section"), which sections shall contain, a number of residential "lots" denominated as such or otherwise identified by similar nomenclature (collectively the "lots" and individually, "lot") on, and other areas as provided on, an appropriate subdivision plat for each such Section placed of public record in the office of the Clerk of Jefferson County, Kentucky (any such subdivision plats as filed in the aforesaid Clerk's Office being hereinafter referred to collectively, as "Plats" and individually as "Plat"). Each such Plat, the lots and other portions of the real property evidenced thereby and denominated thereon shall be subject to substantially the same rights, privileges, covenants, conditions, restrictions, easements, assessment, charges and liens as set forth in this Declaration.

2. Use Restrictions.

- (a) All lots shall be residential lots and shall be used for residential purposes only, and not more than one (1) single-family residence shall be erected on any lot. Notwithstanding the foregoing, necessary temporary offices and temporary construction facilities of Developer or any other builder may be placed on a lot, provided said temporary offices and temporary construction facilities are used solely in connection with the construction of land sales in Indian Springs.
- (b) The Recreational Property shall be open to the Homeowners, their guests, and for any other use authorized by ISCA, Inc. for recreational purposes. No Homeowner has a right to or interest in possession or ownership of the Recreational Property.
- (c) No swimming, diving, golfing, camping, hunting, use of golf carts or other motorized vehicles (except ISCA owned vehicles), building of structures by Homeowners, or burning of open fires on the Recreational Property is permitted.
- (d) Liability for the use of the Recreational Property is governed and limited by Kentucky Revised Statute § 411.190. The Homeowners, and their families and guests assume all risks for their use of the Recreational Property and hereby expressly release the ISCA, Inc., the Indian Springs Green Space, LLC, and all of their respective successors, assigns, officers, directors, members, partners, attorneys, agents, volunteers, and employees from and against any and all claims, demands, actions, causes of action, suits, losses, and expenses, of any nature whatsoever, past, present or future, whether known or unknown, arising out of or in any way related to use of the Recreational Property.
- (e) Any Recreational Property that is within three hundred (300) feet of any lot shall not be sold or leased for any use or purpose. Any Recreational Property which is more than three hundred (300) feet from any lot may not be sold or leased unless such sale or lease is first approved by the ISCA, Inc. board and also approved by the vote of the owners, or their duly authorized Power of Attorney or proxy, of a majority of the lots in Indian Springs. Notwithstanding the foregoing, the Board may approve the rezoning and leasing of the clubhouse, maintenance building, and associated parking lots and outbuildings.

3. Building Location.

- (a) No building on any lot shall be located nearer the property lines of any lot than:
  - (i) The building lines shown on a recorded Plat, and
  - (ii) As prescribed for a Plat by the regulations of the Louisville and Jefferson County Planning Commission in effect at the time of commencement of construction of building on the lot. In the event of a change in the requirements of the Louisville and Jefferson County Planning Commission, Developer shall have the right to establish a different location for the building lines by provision for same in deeds of conveyance of the lot or lots in which such a change is effective.

4. Minimum Floor Areas.

- (a) Any residential structure erected or placed on any lots in Indian Springs exclusive of porches, basements, and garages, shall contain not less than:
  - (i) Fairway Pointe Drive and Fairway Pointe Court :  
1100 square feet for a one-story dwelling; 900 square feet on the ground floor of a one and one-half story dwelling, with a total of no less than 1300 square feet; 850 square feet on the ground floor for a two-story dwelling, with a total of no less than 1700 square feet
  - (ii) Indian Lake Drive, Lake Vista Drive, Lake Vista Court, Vista Greens Drive and Vista Greens Court:  
1500 square feet for a one-story dwelling; 1800 square feet for one and one-half or two-story dwellings
  - (iii) Coventry Greens Drive, Coventry Greens Court and Coventry Tee Court:  
1300 square feet for any dwelling

5. Use of Other Structures; Vehicles.

- (a) No mobile home, motor home, tent, shack, garage or other outbuilding placed or erected on the Property at any time shall be used as a residence temporarily. No trailer shall be parked on any lot or anywhere on the Property for a period in excess of twenty-four (24) hours in any one calendar year other than by a builder actively engaged in the construction of a building on the Property unless fully enclosed within a garage. Tree houses shall not be permitted anywhere on the Property. No such structures are permitted on the Recreational Property at any time, unless written permission is granted by the ISCA, Inc. board for a limited time and purpose.
- (b) No commercial vehicle or truck shall be parked on any lot or anywhere else on the Property other than by a business making a delivery or by a builder actively engaged in the construction of a building on the Property or unless fully enclosed within a garage.

- (c) No vehicle including any non-operative vehicles, boats, mobile homes, or motor home shall be parked or permitted to remain on any street or public right-of-way for a continuous period of more than twenty-four (24) hours.

6. Nuisances.

- (a) No noxious or offensive trades or activities shall be carried in Indian Springs, the Property, or the Recreational Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No chickens, ducks, geese or other uncaged fowl, no swine, cattle, goats, horses or other like animals, and no reptiles, snakes, or other exotic animals shall be kept in Indian Springs, the Property, or the Recreational Property. This section does not apply to those ducks, geese, and other animals that naturally occupy the Recreational Property.
- (b) No animals, including without limitation, reptiles, livestock or poultry of any kind shall be raised, based or be kept in Indian Springs, the Property, or the Recreational Property, except that dogs, cats or household pets (meaning domestic pets traditionally recognized as household pets in this geographic area) may be kept provided they are not kept, bred or maintained for any commercial breeding purposes. All such household pets shall be confined at all times to the lot occupied by the owner of such pet.
- (c) Domestic pets, when off respective owners' lots or in the Recreational Property shall be kept on a leash, and shall be cleaned up after by owners.

7. Tunneling Under Streets.

- (a) Anyone cutting or tunneling under a street or road in Indian Springs must promptly repair and restore the street or road to the extent affected to its original condition and at such person's own risk and expense, and this shall not create any liability on ISCA, Inc., expressed or implied.

8. Compliance with Law.

- (a) Every structure erected upon any lot shall comply strictly with all applicable laws, building codes and regulations as they may now exist or may exist at the time construction is commenced, as the case may be.

9. Approval of Construction Plans and Related Structures.

- (a) In addition to the specific requirements set forth elsewhere herein, prior to commencement of construction on any lot, all construction plans, building specifications (including the materials to be used), a plan showing the location and specifications and a sample of the exterior building materials shall be submitted to and subject to written approval of ISCA, Inc. In addition, prior to commencement of construction on any lot, a landscaping plan showing trees, shrubs and other plantings shall be submitted to and subject to the written approval of ISCA, Inc.
- (b) The exterior building material of all structures shall be either brick, stone, brick

vener, stone veneer, aluminum or vinyl siding, stucco (such as Dryvit or Sto finish), wood or a combination of the same. However, ISCA, Inc. recognizes that the appearance of other exterior building materials may be attractive and innovative, and, accordingly, ISCA, Inc. reserves the right to approve in writing the use and color of other exterior building materials. All exterior building materials must extend to within nine (9) inches of the finished landscape and sod elevation on dwellings on Fairway Pointe Drive and Fairway Pointe Court; within six (6) inches of the finished landscape and sod elevation on dwellings on Indian Lake Drive, Lake Vista Drive, Lake Vista Court, Vista Greens Drive and Vista Greens Court; extend to the finished landscape and sod elevation on Coventry Greens Drive, Coventry Greens Court and Coventry Tee Court.

- (c) The primary roof pitch of any residential structure shall not be less than six (6) inches vertical for every twelve (12) inches of horizontal for dwellings on Fairway Pointe Drive, Fairway Pointe Court, Indian Lake Drive, Lake Vista Drive and Lake Vista Court. The primary roof pitch of any residential structure shall not be less than six (6) inches vertical for every twelve (12) inches of horizontal for structures with more than one (1) story, and seven (7) inches vertical for every twelve (12) inches horizontal for one story structures on Coventry Greens Drive, Coventry Greens Court, Coventry Tee Court, Vista Greens Drive and Vista Greens Court. At ISCA, Inc.'s sole discretion, modern or contemporary structures may be approved with lower pitches.
- (d) Building materials cannot be stored on a lot for more than thirty (30) days unless a structure is under active construction on said lot.
- (e) Outbuildings may not be constructed unless first approved in writing by ISCA, Inc. after submission of plans to ISCA, Inc. as set forth herein.
- (f) All mail box and newspaper holders placed on any lot shall be of a design approved by ISCA, Inc., including without limitation, the color and style of the mail box and numbers in conformance with the design originally installed. No brick, stone or masonry mail boxes or columns shall be placed on any lot.
- (g) The construction on any lot of a structure known as a bi-level or tri-level residence shall not be permitted without the written permission of ISCA, Inc.
- (h) No fence of any nature (except entrance walls or fences constructed by Developer at entrances to the Property) may be extended toward the front property line of a lot beyond the rear wall of a residence. All fences must conform to the character of the Indian Springs community as determined by and at the sole discretion of ISCA, Inc. The design and placement of all fences must be approved in writing by ISCA, Inc. or by any person or association to whom ISCA, Inc. may assign the right of approval. In only remote circumstances, such as fencing for swimming pool enclosures, will fencing even be considered. Fence height, if approved, shall not exceed forty eight (48) inches in height, except in the case of a privacy wall or fence extending from a main residential structure which shall not exceed a height of seventy two (72) inches over a distance of twenty (20) feet and except for any fence placed or planted at the rear of any lot adjoining the Recreational Property which shall not exceed a height of forty eight (48) inches. Hedge fencing is

subject to the same restrictions as any other fencing referred to herein. Chain link fences, or fences of similar appearance, shall not be permitted on any lot. Fencing material is to be of wood, wrought iron, or aluminum and, in the case of fences placed at the rear of any lot adjoining the Recreational Property, shall be of an open design so as not to impede the view of the Recreational Property.

- (i) Each lot owner acquiring a lot from Developer shall, at said owner's expense, construct a sidewalk along the front of said lot and along the front and side of said lot if a corner lot, in accordance with regulations and specifications of the Louisville and Jefferson County Planning Commission. In the event a lot owner does not construct such sidewalk(s) as required hereinabove, ISCA, Inc. reserves the right to construct such sidewalk(s) at lot owner's expense. Such lot owner, upon demand, shall immediately reimburse ISCA, Inc. for all costs and expenses incurred in order to comply herewith, and such costs and expenses shall constitute a lien on the lot and improvements thereon which lien shall be prior and superior to all other liens or claims against such lot to the fullest extent permitted by law, except that said lien shall be inferior to liens of the first mortgage holder.
- (j) Wherever approval of ISCA, Inc. is provided for in this Declaration, construction or placement shall not commence unless said approval is granted in writing.
- (k) No carport or detached garage shall be constructed on any lot. All single-family residences on the Property shall contain attached garages.
- (l) Bay windows and chimneys shall not be permitted to encroach, by way of a cantilever effect, into a required minimum yard as set forth on the approved Plat for Indian Springs.

#### 10. Signs.

- (a) No sign for advertising or any other purpose shall be displayed on any lot, the Recreational Property, or on any building except a sign for advertising the sale or rent thereof, and no sign shall exceed nine (9) square feet in area, except for the ISCA, Inc. which shall have the right to erect signs for purposes of advertising the Property generally or for other purposes deemed necessary by the ISCA, Inc.

#### 11. Protection of Sewer Lines.

- (a) No surface water shall be drained into the sanitary sewer line, and said sanitary sewer lines shall be used exclusively for sanitary sewers. The owners of lots shall be subject to the sewer charge as set forth by the Metropolitan Sewer District or in accordance with charges set forth by any other duly constituted government rate making authority as the case may be.

#### 12. Mowing of Grass and Lawn Care.

- (a) In the event a lot owner does not maintain the height of grass at six (6) inches or less, ISCA, Inc. reserves the right to mow the lot at such lot owner's expense. The lawns shall not contain excessive weeds or bare spots. Such lot owner, upon demand shall immediately reimburse ISCA, Inc. for all costs and expenses incurred in order to comply herewith, and such costs and expenses shall constitute

a lien on the lot and improvements thereon which lien shall be prior and superior to all other liens or claims against such lot to the fullest extent permitted by law, except that said lien shall be inferior and subordinate to the first mortgage holder.

13. Easements.

- (a) Easements are reserved as shown on a recorded Plat for various utility installations and maintenance and for other purposes shown on such Plat.

14. Underground Utilities.

- (a) All utilities servicing any structure on any lot shall be built underground unless other prior permission is obtained in writing from the ISCA, Inc.

15. Landscaping and Driveways.

- (a) All lots shall be graded and sodded the entire lot to the paved street or streets, except for areas covered by the residence, paved areas and landscaped areas.
- (b) All driveways must be finished concrete or asphalt.
- (c) Upon a lot owner's failure to comply with the provisions hereof, ISCA, Inc. may take such action as ISCA, Inc., in its sole discretion, deems necessary to comply herewith at such lot owner's sole expense. Such lot owner, upon demand, shall immediately reimburse ISCA, Inc. for all costs and expenses incurred in order to comply herewith, and such costs and expenses shall constitute a lien on the lot and improvements thereon, which lien shall be prior and superior to all other liens or claims against such lot to the fullest extent permitted by law, except that said lien shall be inferior and subordinate to liens of the first mortgage holder.

16. Trees.

- (a) Each lot owner shall cause to be planted in the front yard of such lot a tree having a trunk diameter of at least two (2) inches. Upon a lot owner's failure to comply with the provisions hereof, ISCA, Inc. may take such action as ISCA, Inc., in its sole discretion, deems necessary to comply herewith at such lot owner's sole expense. Such lot owner, upon demand, shall immediately reimburse ISCA, Inc. for all costs and expenses incurred in order to comply herewith, and such costs and expenses shall constitute a lien on the lot and improvements thereon, which lien shall be prior and superior to all other liens and claims against such lot to the fullest extent permitted by law, except that said lien shall be inferior and subordinate to liens of the first mortgage holder.
- (b) Lot owners on Indian Lake Drive, shall also maintain a tree in the area between the street curb and the sidewalk of such lot, a red sunset maple tree having a trunk diameter of at least two and one-half (2-1/2) inches.
- (c) If a tree overhangs the public sidewalk, the lot owner must assure a minimum height of six (6) feet from sidewalk to lowest tree branches.
- (d) If any tree is injured from whatever cause, the lot owner shall immediately have it treated by a qualified nurseryman or replaced with a tree no less than two inches



in trunk diameter.

17. Clothes Lines and Swimming Pools.

- (a) No outside clothes lines shall be erected or placed on any lot or the Recreational Property.
- (b) No above-ground swimming pool shall be erected or placed on any lot or the Recreational Property. Any above-ground swimming pool that has been installed prior to the date of this Amendment shall be grandfathered in and not subject to this prohibition. This provision does not apply to disposable, plastic, and/or inflatable children's swimming pools. Permission for a temporary above-ground swimming pool may be requested from the board.

18. Antenna.

- (a) No antenna (except for standard small television antenna, other small receivers and transmitters) shall be erected or placed on any lot or structure unless its design and placement are approved by ISCA, Inc.
- (b) A single satellite dish shall be permitted on each lot only if less than twenty-four (24) inches in diameter and only if not visible in any respect from the street on which the lot fronts. Otherwise satellite dishes shall not be permitted on any lot. Also, large or unusual antenna shall not be permitted on any lot.

19. Business Home Occupations.

- (a) Other than a home-based business that creates no outward appearance of being conducted, *i.e.*, heavy traffic of vehicles or persons or storage of inventory, no trade or business of any kind and no practice of medicine, dentistry, chiropody, osteopathy or like endeavors shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

20. Drainage.

- (a) Drainage as originally constructed in the Subdivision shall not be changed without ISCA, Inc.'s prior written approval.
- (b) Each lot owner shall be responsible for making certain that any builder who performs any construction on such owner's lot adheres to and regularly notifies suppliers and subcontractors of their obligation by virtue of this Declaration to adhere to the "Builder Erosion and Sediment Control Site Standards and Guidelines," if any, then in effect, of the Home Builders Association of Louisville which, as of the date of this Declaration, are as follows:
  - (i) Leave as much vegetation intact as possible on the lot during construction;
  - (ii) Install silt fences or straw bales embedded four (4) inches into grade on the lot at beginning of construction as needed to prevent sediment from leaving the lot in any direction, and, if appropriate, divert upstream runoff from the lot, and in all cases comply with Subdivision drainage plans;
  - (iii) When conditions warrant, pump or convey concrete or plasticizer or other

- methods to avoid mud on the streets;
- (iv) Backfill and rough grade the lot as soon as possible in the construction process and establish final grade as soon as practical; and
  - (v) Shovel and sweep the streets as needed in front of the lot to prevent any buildup of mud or dirt in curb or on the street.
- (c) All construction plans and specifications submitted for approval pursuant to section (9) of this Declaration with regard to any lot shall specify erosion control precautions to be used during construction of all improvements on such lot for the entire duration of such construction, and each lot owner shall prevent all construction materials and waste of any kind from blowing or otherwise being present on the Recreational Property or any other lot during such construction. Notwithstanding the foregoing, during the clearing and/or grading of each lot adjacent, bordering or backing up to the Recreational Property, or lots otherwise in the near vicinity of the Recreational Property, as determined by ISCA, Inc., and during the duration of the construction of a residence on any such lot, the lot owner shall cause to be placed, and maintained in good repair and condition, a fabric silt fence with a minimum height of eighteen inches (18") above-ground, and a minimum burial of six inches (6") underground, along that portion of the perimeter of the lot adjacent, bordering, backing up to or otherwise in the near vicinity of the Recreational Property as shall be acceptable to ISCA, Inc., in order to prevent silt, soil and/or fill, or other contaminants, from migrating to and contaminating the Recreational Property. Such silt fence may be removed only upon sodding of the entire lot.
- (d) If any lot owner fails to comply with the provisions of this section (20) of the Declaration the ISCA, Inc. may, without notice, enter upon the lot and take such actions as they in their sole discretion deem necessary or appropriate in their discretion to cause such compliance. Such lot owner, upon demand, shall immediately reimburse ISCA, Inc. for all costs and expenses incurred in order to comply herewith, and such costs and expenses shall constitute a lien on the lot and improvements, which lien shall be prior and superior to all other liens and claims against such lot to the fullest extent permitted by law, except liens of the first mortgage holder. ISCA, Inc. may further disqualify such lot owner's builder as an approved builder for purposes of this Declaration, or with respect to such lot, whereupon the lot owner must obtain the services of another approved builder for completion of construction or related activities.

21. Disposal of Trash.

- (a) No lot or the Recreational Property shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. During construction of a house or an addition thereto, a suitable trash container must be on site, and all trash, construction debris, and other waste shall be placed in said container. There shall be no burying of building scraps.
- (b) Homeowner garbage containers shall be placed curbside either the evening before

or the morning of garbage pickup. Empty containers shall be moved no later than the evening of the day of pickup and shall be concealed either in the homeowner's garage or in an appropriate storage container out of sight of the street.

22. Entrance of Subdivision.

- (a) An easement or easements may be established in such area or areas shown on a Plat of the Property and designated as wall and fence easements for the purpose of installing and maintaining entrance walls, signs and landscaping. The ISCA, Inc. referred to herein shall maintain such entrance wall, fence, sign, and landscaping. The location and construction of the signs constituting the entranceway to Indian Springs or any Section thereof are permissible notwithstanding any provision in this Declaration to the contrary.

23. No Guaranties of Amenities.

- (a) ISCA, Inc. and Indian Springs Green Space, LLC do not represent, warrant or guarantee, and hereby expressly disclaim, that:
- (i) Any golf course will be operated in Indian Springs;
  - (ii) Walking paths and bridges will remain;
  - (iii) Any ponds, creeks or other bodies of water will continue to carry or hold water or that such ponds, creeks or other bodies of water will even remain within Indian Springs as site amenities.
- (b) All lot owners, and other residents of Indian Springs are hereby advised, and by acceptance of a deed for a lot, and/or by residence in Indian Springs, as applicable, hereby acknowledge and agree that they shall not seek to hold ISCA, Inc., Indian Springs Green Space, LLC or any of their respective directors, officers, successors or assigns liable:
- (i) For failure of the Indian Springs Golf Course or other golf course and its attendant facilities to remain open as a private club, or otherwise, or
  - (ii) For the absence of walking paths and bridges or the failure of any ponds, creeks or other bodies of water to continue to carry or hold water or to remain within Indian Springs as site amenities and that said paths, bridges, ponds, creeks or other bodies of water can be changed at any time to some other use than that for which they were developed.

24. Community Association.

- (a) Every owner of record of a lot in Indian Springs shall be a member of the ISCA, Inc., already established. Every owner of record of a lot in Indian Springs, as of the first day of January of each year, shall pay to a Maintenance Fund on February 1 of each year an annual maintenance fee, said fund to be administered by the ISCA, Inc. The current amount designated by the ISCA, Inc. is \$500 per year per lot. This same amount shall automatically be the amount of the fee until the ISCA, Inc. notifies the owner in writing of its designation of a different amount. The fee shall constitute a lien on the lot and improvements thereon, which lien shall be

prior and superior to all other liens or claims against said lot to the fullest extent permitted by law, except that said lien shall be inferior and subordinate to ad valorem taxes and liens of the first mortgage holder.

- (b) The Maintenance Fund shall be managed by the ISCA, Inc. and/or the Indian Springs Green Space, LLC, and monies collected therefore shall be disbursed only for the purpose generally benefiting the lots and the Recreational Property in Indian Springs, including, but not limited to, and unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repairs of entrances and entrance landscaping, streets, streetlights, sidewalks, medians, crosswalks, storm drains, walking paths, bridges, ponds, acreage and structures on the Recreational Property, and retention and other basins ("common areas"). Failure of the Maintenance Fund to maintain any such common areas shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and to have a claim against, the Maintenance Fund for the reasonable expense thereof, together with the right of such authority to enforce the provisions of this Declaration herein relating to such common area obligations.
- (c) Anything to the contrary contained herein notwithstanding, the ISCA, Inc. and/or the Indian Springs Green Space, LLC shall have the sole and exclusive right to administer the Maintenance Fund and to determine the nature and extent of expenditures consistent with the provisions hereof. The ISCA, Inc. may relinquish to a governmental agency its responsibilities under this section of this Declaration at any time if, in the ISCA, Inc.'s discretion, such governmental agency substantially takes over and assumes the maintenance obligations for which the Maintenance Fund was originally intended.

25. Restrictions Run with Land; Power of Attorney/Grant of Proxy; Enforcement.

- (a) Unless cancelled, altered or amended as provided for herein, this Declaration is to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded (30 September 1998), after which time they shall be extended automatically for successive periods of ten (10) years. This Declaration may be cancelled, altered or amended at any time by the affirmative action of the owners, or their duly authorized Power of Attorney or proxy, of seventy-five per cent (75%) of the lots in Indian Springs. Anything to the contrary contained herein notwithstanding, the ISCA, Inc. and/or the Indian Springs Green Space, LLC and the owners of record shall maintain all common areas so long as the Property is used as a residential subdivision.
- (b) Enforcement of this Declaration shall be by proceeding at law or in equity, brought by any lot owner, by any owner of real property in Indian Springs or by the ISCA, Inc. and/or the Indian Springs Green Space, LLC referred to hereinabove against any party violating or attempting to violate any covenant or restriction, to restrain violation, to direct restoration and/or to recover damages. Failure of the ISCA, Inc., the Indian Springs Green Space, LLC or any lot owner to demand or insist upon observance of any provision of, or to proceed for restraint of violations hereof, shall not be deemed a waiver of violation or of the

right to seek enforcement of any provision of this Declaration in the future. Any such lot owner, owner of real property in Indian Springs, the Indian Springs Green Space, LLC and/or ISCA, Inc. who prevails in enforcing this Declaration shall be entitled to recover all costs and expenses incurred in connection with such action, including, without limitation, court costs, costs and reasonable attorney's fees. Any award of damages received by the ISCA, Inc. and/or the Indian Springs Green Space, LLC in connection herewith, shall constitute a lien upon the lot, of equal priority to the lien for assessments referred to herein, and any award of damages received by any lot owner in connection with such action shall accrue to the sole benefit of the ISCA, Inc. and/or the Indian Springs Green Space, LLC.

- (c) All liens created and/or imposed against a lot pursuant to the provisions of this Declaration may be enforced in accordance with the applicable provisions of Kentucky law, including the judicial foreclosure thereof and sale of lot encumbered thereby with the lot owner and any other person responsible therefore remaining liable for any deficiency. The ISCA, Inc. may record a notice of lien or lis pendens as notice of nonpayment of any fee, charge or expense imposed pursuant to the provisions of this Declaration, but failure to record said notice of lien or lis pendens shall not invalidate or extinguish the lien or any right to enforce same.

26. Assignment to Successor by Developer.

- (a) To the extent not prohibited by law or by this Declaration, Developer shall have the right to assign any of its rights and duties as set forth in this Declaration to any other person or entity or to the ISCA, Inc., described hereinabove. Developer has made such assignment to the ISCA, Inc.
- (b) Any such assignee of Developer shall succeed to and shall have the same rights and duties as Developer has set forth in this Declaration, and, to that extent, wherever the term "Developer" is used in this Declaration, such term shall also refer to successors or assigns of Developer.

27. Invalidation and Severability.

- (a) Invalidation of any provision of this declaration by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect. Each provision of these restrictions is severable.

28. Supplemental Declarations.

- (a) Developer may, from time to time, elect in its discretion, and without need for the consent of any other person or entity, to record with respect to any of Indian Springs a Supplemental declaration of Covenants, Conditions and Restrictions (a "Supplemental Declaration") in the Office of the Clerk of Jefferson County, Kentucky, pursuant to which Supplemental Declaration Developer may impose on the Section subject thereto rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitude, easements, assessments,

charges, and liens and provisions other than those set forth in this Declaration, which may be more restrictive than those set forth in this Declaration as Developer may elect in its sole discretion, and which shall control in addition to the provisions of this Declaration, taking in to account the unique and particular aspects of the proposed development of the Section (or Tract) covered thereby, provided, that, any of the same imposed by such Supplemental Declaration shall not materially adversely affect the existing single-family residential nature of the other Sections (or Tracts) of Indian Springs. A Supplemental Declaration may further provide for a Subassociation for such Section (or Tract) and for the right of such Subassociation to assess lot owners within such Section (or Tract) and to place liens upon the lots therein. For the purposes described in such Supplemental Declaration, the term "subassociation" shall mean any Kentucky profit or non-profit corporation or any unincorporated association, and the successors and assigns of any of the same, organized and established or authorized pursuant to, or in connection with, one or more Supplemental Declarations, to benefit the lot owners within the Section (or Tract) burdened by the applicable Supplemental Declaration. Upon filing of the Supplemental Declaration in the aforesaid Clerk's Office, the Section (or Tract) subject thereto shall be subject to all of the rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, easements, assessments, charges and liens, and other provisions set forth in this Declaration, except, to the extent, if any, specifically stated in the Supplemental Declaration which may add to or further restrict but not otherwise limit or conflict with the provisions set forth in this Declaration.

29. Amendments to Articles and Bylaws of the Community Association.

- (a) Except to the extent an amendment thereto may conflict herewith, the Articles and Bylaws of the ISCA, Inc. and/or the Indian Springs Green Space, LLC may be amended from time to time in accordance with the provisions thereof.

30. Non-Liability of the Directors and Officers.

- (a) None of the ISCA, Inc. directors or officers shall be personally liable to any of the lot owners for any mistake of judgment or fact or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court of competent jurisdiction to constitute gross negligence or actual fraud. The directors and officers of the ISCA, Inc. may also obtain insurance for protection from personal liability. The lot owners shall indemnify and hold harmless each of the directors and officers of the ISCA, Inc. and their respective heirs, executors, administrators, personal representatives, successors and assigns, for acts or omissions of any nature whatsoever while acting in their official capacity and otherwise in accordance with the Articles and/or Bylaws of the ISCA, Inc.

31. Binding Determination.

- (a) In the event of any dispute or disagreement with or between any lot owner(s) relating to, or of any other disputes, disagreements or questions regarding, the interpretation of application of the provisions of this Declaration or the Articles or Bylaws of the ISCA, Inc., the determination thereof by the Board of Directors of the ISCA, Inc., shall be final and binding on each and all such lot owners.

32. Community Association Easements.

ISCA, Inc. and/or the Indian Springs Green Space, LLC retain all easements in their favor in, on, under, over, above, across and through the entirety of the Property and Recreational Property for the use and benefit of the ISCA, Inc. and/or the Indian Springs Green Space, LLC in order to permit the ISCA, Inc. and/or the Indian Springs Green Space, LLC access in or upon such portions of the Property and the Recreational Property as are reasonably necessary to discharge the rights and obligations of the ISCA, Inc. and/or the Indian Springs Green Space, LLC in this Declaration, which shall be exercised only to the extent reasonably necessary and appropriate to discharge all those obligations.

33. Incorporation by Reference on Resale.

- (a) Upon the sale or other transfer of any lot, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, conditions, restrictions, charges, liens, assessments and other provisions set forth in this Declaration; provided, however, that the failure of any such deed to so incorporate by reference this Declaration shall not affect the validity of such deed nor shall it be deemed to release the lot conveyed thereby from the effect of this Declaration.

34. Notices.

- (a) Upon purchase of any lot, the purchaser thereof shall notify the ISCA, Inc., in writing, sent to the address set forth above (or to such other address or to such other entity as shall be designated by the ISCA, Inc., whether by notice to lot owners or by the filing of a statement and/or declaration in the aforesaid Clerk's office), of such purchase and shall set forth in writing the then existing address of such purchaser and the lot purchased. Any notice required to be sent to any lot owner pursuant to the provisions of this Declaration shall be deemed to have been properly given upon personal delivery, or when mailed, by ordinary mail, post-paid, to the last known address of the person or entity which appears as the lot owner on the records of the ISCA, Inc. at the time of such mailing, or as specified on the deed of the lot to such lot owner.

35. Exhibits.

- (a) All exhibits attached to this Declaration and referred to herein as designated Exhibits are hereby incorporated herein above the signature line thereof.

36. Captions and Headings.

- (a) All captions and headings used in this Declaration are for convenience of reference only and shall not affect the interpretation of the provisions thereof.

37. Additional Rights of Developer.

- (a) Notwithstanding any provisions contained in this Declaration to the contrary, so long as Developer owns any lots or other portions of the Property, it shall be expressly permissible for Developer, its successors and assigns to maintain and carry on upon portions of the common areas and facilities thereon, such activities as, in the sole opinion of the Developer, may be reasonably required, convenient or incidental to the construction, development, improvement and marketing of Sections and lots within Indian Springs, including, without limitation, business offices, signs and sales offices, and Developer shall have an easement for access to such facilities.

38. Reservation of Side Yard Maintenance Easement.

- (a) Each lot on which there is located a residential structure located within five (5) feet on either side property line of said lot ("dominant lot") shall be entitled to, and shall in perpetuity benefit from, an easement of access on, over and through so much of the adjoining side yards of any lot adjoining said dominant lot ("servient lot") calculated as follows: said easement shall not exceed in width the difference between five (5) feet and the distance between the applicable side property line and the dominant lot's residential structure. For example, if the residential structure on the dominant lot is located on the side property line, it shall have an easement of access on, over and through the adjoining side yard of the servient lot of five (5) feet. If located one (1) foot away from the side property line, then a four (4) foot easement. If located two (2) feet away from the side property line, then a three (3) foot easement. If located three (3) feet away from the side property line, then a two (2) foot easement. If located four (4) feet away from the side property line, then a one (1) foot easement. And if located five (5) feet away from the side property line, then no easement. This easement of access shall be for maintenance purposes only, and the area of the easement shall not be damaged or disturbed by the owner of the dominant lot or any person or entity acting through the owner of the dominant lot or otherwise entitled to the benefit of the easement.

39. Common Area Dedication.

- (a) No common area shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The Indian Springs Community shall not amend the restriction contained in this section without approval from the Louisville and Jefferson County Planning Commission.



40. Reservation Side Yard Construction Easement.

- (a) Each lot on which there is located a residential structure ("dominant lot") shall be entitled to, and shall benefit from, an easement of access on, over and through so much of the adjoining side yard of any lots adjoining said lot ("servient lot" or "lots" as the case may be) for the purpose of constructing a residential structure. This easement of access shall be for construction purposes only and shall be limited in duration to the time that it takes to construct the residential structure on said dominant lot. If any of the adjoining side yard or other property of a servient lot is damaged or disturbed by any person or entity engaged in construction on the dominant lot entitled to the easement, then the owner of the dominant lot entitled to the easement shall be responsible for that damage and by acceptance of a deed of ownership of said dominant lot agrees to indemnify and hold harmless the owners of all adjoining servient lots to the extent that said adjoining servient lots are disturbed or damaged as a result of said dominant lot owner's use and enjoyment of the referenced easement.

41. Leased Property

Effective January 1, 2007, no residence may be leased or rented and no residence may be occupied by a tenant or other person who pays rent to the owner, unless (a) the owner held legal title to the residence prior to January 1, 2007, and the residence was used for rental purposes prior to January 1, 2007, or (b) the owner, subsequent to January 1, 2007 purchased said residence, and used said residence as their principal residence for a period of eighteen (18) months prior to using said property for rental purposes. The term "principal residence" shall include designating said residence as their principal residence for federal income tax purposes. Further, no residence may be leased or rented, and no residence may be occupied by a tenant or other person who pays rent to the owner, unless the owner first presents a completed rental application, including three references to the officers of the ISCA, Inc. for review and approval. Each tenant's application must be signed by the tenant and landlord and shall state that both landlord and tenant have reviewed and both agree to continue to be bound by the Declaration of Covenants, Conditions and Restrictions for Indian Springs. Each tenant's application shall be reviewed and a decision shall be announced on each application within fifteen (15) days of receipt by any officer. Approval of tenants shall not be unreasonably withheld by the ISCA, Inc.

42. Fine Process

As stated previously, Homeowners are encouraged to address violations of this Declaration personally. If this is uncomfortable or if attempts to resolve violations are unsuccessful, Homeowners are invited to contact a member of the ISCA, Inc. board. Violations of this Declaration reported to or determined by the ISCA, Inc. board will be handled in the following manner:

- (a) The lot owner will receive an informal notice of violation and request for correction. The notice can be verbal, mailed electronically or by post. In any case

it will include a reference to the section of this document detailing the restriction not being in compliance.

- (b) If the lot owner does not correct the violation within fifteen (15) days of issuance of the first notice a second notice will be issued. This notice must be in writing, either electronic or hard copy.
- (c) If the lot owner does not correct the violation within fifteen (15) days of issuance of the second notice, a return receipt letter will be sent to the owner. Upon return of the letter receipt to the ISCA, Inc. fines will begin to accumulate on the following fee schedule.
  - (i) There will be an initial fine of fifty (\$50) dollars for the violation.
  - (ii) There will be an additional fine of five (\$5) dollars per day until the homeowner notifies the ISCA, Inc. that the violation has been corrected and this has been verified by a board member of the ISCA, Inc.
- (d) The progression of all processes initiated for a violation will be recorded in the minutes of the monthly meeting of the ISCA, Inc. board.
- (e) A lien may be filed on the lot(s) owned by the lot owner for any fine levied under this Section.

IN TESTIMONY WHEREOF, the undersigned has duly executed this Third Amended And Restated Declaration Of Covenants, Conditions And Restrictions this 9<sup>th</sup> day of May, 2015.

INDIAN SPRINGS COMMUNITY ASSOCIATION, INC.  
A Kentucky corporation

RT NWH  
\_\_\_\_\_  
President

INDIAN SPRINGS GREEN SPACE, LLC

RT NWH  
\_\_\_\_\_  
President

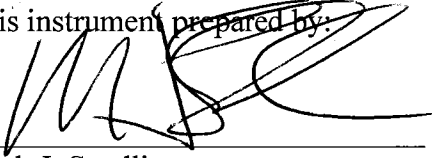
Subscribed and sworn to before me this 9<sup>th</sup> day of May, 2015 by Bert Nash, as President of Indian Springs Community Association, Inc., a Kentucky corporation, and Indian Springs Green Space, LLC, a Kentucky liability company, on behalf of the companies.

My commission expires:

12-22-2010

  
\_\_\_\_\_  
NOTARY PUBLIC, State-at-Large, Kentucky

This instrument prepared by:



Mark J. Sandlin  
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Deputy Clerk: TERHIG