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BOOK 905 PAGE 687
CHESTNUT RIDGE SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS
AND RESERVATIONS OF HOMEOWNERS ASSOCIATION

THIS DECLARATION, made on the 15th day of June, 1987, by Roy W. Knopp, II, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate situated in Riverheads District, Augusta County, Virginia, subdivided into a subdivision known as CHESTNUT RIDGE SUBDIVISION, more particularly shown and described on a plat entitled "Map of Chestnut Ridge Subdivision, Riverheads Dist., Augusta Co., Virginia," dated January 28, 1987, made by R. E. Funk-Land Surveyor, which map is attached hereto and recorded along with this Declaration as a part hereof, and being a portion of the real estate conveyed to Roy W. Knopp, II by deed of James Benjamin Taylor, widower, dated August 27, 1986, recorded in the Clerk's Office of the Circuit Court of Augusta County in Deed Book 875, Page 723; and

WHEREAS, Declarant desires to convey those tracts of land designated and described on the aforesaid plat of Chestnut Ridge Subdivision as Lots 2, 3, 4, 5, 6, 7 and 8 subject to certain conditions, covenants and reservations, as hereinafter

set forth, pertaining to the ownership, use and maintenance of the road providing ingress and egress for said tracts to Route 613, as fully shown on the aforesaid map;

NOW, THEREFORE, Declarant hereby declares that the tracts of land designated and described on the aforesaid plat of Chestnut Ridge Subdivision as Lots 2, 3, 4, 5, 6, 7 and 8 (including subdividing of Lot 6 as may hereafter be permitted) shall be held, sold and conveyed subject to the following covenants and conditions, all of which are for the purpose of the upkeep, use, maintenance and improvement of said roadway. These covenants and conditions shall run with the real property and shall be binding upon all parties having or acquiring any right, title and interest in and to the aforesaid lots in Chestnut Ridge Subdivision and shall inure to the benefit of each owner thereof. Specifically excluded from the covenants and conditions herein set forth is Lot 1 in Chestnut Ridge Subdivision which fronts on Route 613 as shown on the aforesaid map.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Chestnut Ridge Homeowners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to the real estate hereinbefore described and any such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Right of Way" shall mean the rights of way or roadway owned by the Association for the common use of the members of the Association.

Section 4. "Lot" shall mean and refer to any one of the tracts of land designated and described upon the aforesaid plat of Chestnut Ridge Subdivision as Lots 2, 3, 4, 5, 6, 7 and 8, being developed by Declarant with the exception of the right of way.

Section 5. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. "Declarant" shall mean and refer to Roy W. Knopp, II.

ARTICLE II

Conveyance of Common Areas

Prior to the sale of any Lot by the Declarant, the

Declarant will deed to Chestnut Ridge Homeowners Association, Inc. all of that area encompassed within the boundaries of the Right of Way shown on the map attached hereto providing ingress and egress to Route 613 which Right of Way shall be used by the Members of said Association as hereinafter set forth for their benefit and enjoyment, as provided in this Declaration.

ARTICLE III

Owners and Memberships

Every person or entity who is a record owner of a fee simple or undivided fee simple interest in any Lot which is subject by covenants and conditions of record to assessment by the Association, including contract Sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from the ownership of any Lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

ARTICLE IV

Voting Rights

The Association shall have one class of voting membership who shall be those owners as defined in Article III and shall

be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for any 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.

ARTICLE V

Property Rights

Section 1. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in the Right of Way and such easement shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the Right of Way to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast at least two-thirds of the votes has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than 20 days nor more than 60 days in advance;

(b) The right of the Association, in accordance with its articles and by-laws, to borrow money for the purpose of improving the Right of Way;

(c) The right of the individual owners to the use of the right of way as appurtenant to said Lots.

Section 2. Delegation of Use. Any Member may delegate in accordance with the By-laws his right of enjoyment to the Right of Way to members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Utility Easements. The Association by normal corporate action may convey and grant any utility easements within the boundaries of the Right of Way.

Section 4. The Association shall further be in charge of the general control of the Right of Way and can make any reasonable regulations for the control and use of such.

ARTICLE VI

Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association such annual assessments or charges, and special assessments for capital

improvements, as may be fixed, established and collected from time to time as herein provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as herein provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made in the manner hereinafter provided, and subject to prior liens upon the property as hereinafter provided. Each such assessment together with interest and collection costs shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessment shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of the upkeep, maintenance and improvement of the Right of Way. In this connection, the Association shall maintain service as may be necessary for snow removal.

Section 3. Basis and Maximum of Annual Assessments.
Until December 31 , 1988, the maximum annual assessment shall be Seventy Five and 00/100 Dollars (\$75.00) per lot.

(a) After December 31 , 1988, the maximum annual assessment may be increased up to twenty-five percent (25%)

per year by the Board of Directors of the Association without a vote of membership, which Board may fix such annual increase after due consideration of current maintenance costs and needs of the Association.

(b) Any increase requested by the Board of Directors above the annual twenty-five percent (25%) increase as permitted herein must be approved by at least a two-thirds (2/3) vote of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, or major improvement of the Right of Way, provided that any such assessment shall have the approval of at least two-thirds (2/3) of the vote of members who are voting in person or by proxy at a meeting called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be sent to all members not less than twenty (20)

days nor more than sixty (60) days in advance of the meeting. At any such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all votes of the membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a quarterly basis.

Section 7. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein commence as to all lots on the first day of the month following the conveyance of the Right of Way. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject thereto. The Association shall upon demand furnish a certificate in writing setting forth whether the assessments on a specified lot have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments. Any assessments not paid within thirty (30) days after the due date shall bear interest from the date of delinquency at the interest rate of 12% per annum and the Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. No

owner may waive or otherwise escape liability for the assessments provided herein by abandonment of his lot.

Section 9. Lien for Payment of Assessments and Subordination of Lien. There shall be a continuing lien upon each of the individual lots herein, to secure the payment of any of the assessments provided under this Declaration, but such continuing lien shall be at all times subject and subordinate to any mortgages or deeds of trusts placed on the lot. However, at such time as the Association places of record in the proper Clerk's Office a notice of delinquency as to any particular lot, then from the date of recordation the lien for payment of assessments shall become a lien prior to any mortgage or deed of trust placed of record subsequent to the date of said recordation of notice in the same manner as the lien of a docketed judgment in the State of Virginia.

Section 10. Exempt Property. The following property subject to this declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority or utility company.
- (b) The Right of Way.

ARTICLE VII

Future Road Construction and Dedication

No owner of an interest in any lot or lots shown on said

plat of Chestnut Ridge Subdivision shall make any request to the County of Augusta or the Virginia Department of Highways for the construction, maintenance or repair of the Right of Way referred to herein and as shown on said plat, until such time as the Right of Way has been brought up to then existing County and Highway specifications and properly dedicated to public use without cost to said County or Department of Highways.

ARTICLE VIII

Annexation of Additional Properties

Section 1. Additional lands may be added by Declarant as a future unit of Chestnut Ridge Subdivision utilizing the roadway herein described, provided, however, that such additional lands must adjoin any of the land conveyed to Declarant by the deed referred to hereinabove and further that all of the rules, regulations and controls herein set forth shall be made applicable to any such additional lands.

ARTICLE IX

General Provisions

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by

the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by court order or otherwise shall not affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The covenants and conditions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or by the Owner of any Lot subject to this Declaration. The covenants and conditions of this Declaration may be amended by an instrument signed by no less than seventy-five percent (75%) of the lot Owners and any such amendment must be properly recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal on this the 15th day of June, 1987.


Roy W. Knopp, II (SEAL)

STATE OF VIRGINIA, AT LARGE:

CITY/COUNTY OF STAUNTON, to-wit:

The foregoing instrument was acknowledged before me this 15th day of June, 1987, by Roy W. Knopp, II.

My commission expires January 5, 1988.

Bettie B. Morris
Notary Public

State Tax 039	\$ _____	VIRGINIA: In the Clerk's office of the
County Tax 213	_____	Circuit Court of Augusta County, VA
Transfer Fee 212	_____	<u>June 18</u> 1987, this writing was
Clerk's Fee 301	<u>19.00</u>	admitted to record at <u>8:50</u> o'clock
State Tax 038	_____	<u>A</u> M. and the Tax imposed by Sec
Local Tax 220	_____	58.1-60.2 of the code in the amt. of
Local Tax 223	_____	\$ <u>None</u> has been paid.
Total	<u>19.00</u>	TESTE/JOHN B. DAVIS, CLERK
DB <u>905</u> PG <u>687</u>		By: <u>Allen S. Finch</u> Dep Clerk

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FULL PAYMENT			
CASE NUMBER	01/LR87905687		
PAYOR NAME	06/SUNNERS FRANK		
GRANTOR	22/KNOPP ROY W II		
GRANTEE	23/CHESTNUT RIDGE HOMEOWNERS		
DATE OF INSTRUMENT	25/06/1987		
PURPOSE	33/COVENANTS & REST		
PURPOSE	33/CHESTNUT RIDGE		
301 DEEDS		1	19.00
AMOUNT TENDERED			19.00
CHANGE			.00
TOTAL			19.00

AUGUSTA COUNTY CIRCUIT COURT

06/18/87 08:58