

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS DECLARATION. made on the date hereinafter set forth by THURNER & GORDON, INC., hereinafter referred to as “Declarant”.

### **WITNESSETH:**

WHEREAS. Declarant is the owner of certain property in the Town of Manassas, State of Virginia, which is more particularly described as :

Lots One (1) through One Hundred Sixty-four (164), inclusive, CANNON RIDGE, as the same is duly dedicated, platted and recorded as Instrument Number 16549, among the Land Records of Prince William County, Virginia.

NOW THEREFORE. Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### **ARTICLE I**

#### **DEFINITIONS**

Section 1. “Association” shall mean and refer to CANNON RIDGE HOMES ASSOCIATION, its successors and assigns.

Section 2. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a 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 3. “Properties” shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 4. “Common Area” shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners. The Common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Parcel “A” containing 8.5618 acres as appearing on the Deed of Dedication Plat prepared by Charles J. Huntley, Associates.

Section 5. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. “Declarant” shall mean and refer to THURNER & GORDON. INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 7. “Board” shall mean and refer to the Board of Directors of Cannon Ridge Homes Association.

## **ARTICLE II**

### **PROPERTY RIGHTS**

Section I. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title. to every Lot. subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area:

(b) the right of the Association to suspend the voting rights and, except as set forth in Section 3 below, the right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) subject to the approval of the Town Council, the right of the Association to dedicate or transfer all or any part of the Common Area 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 two thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than one (1) automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicle parking space for each dwelling.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons 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.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal total votes outstanding in the Class B membership, or

(b) on September 1, 1977.

### **ARTICLE IV**

#### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section I. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Assessments, charges and costs for the maintenance of the Open Space, and special assessments as set forth in Section 4 hereof, whether originating with the Association or with the Town of

Manassas, shall constitute a pro-rata lien upon the individual lots of the Subdivision, second only to taxes and bona-fide, duly-recorded first trust liens upon each lot. Each such amount, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the amount fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to owner, the maximum annual assessment shall be Two Hundred Forty and No/100 Dollars (\$240.00) per lot.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, 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, re-construction, repair or replacement of a capital improvement upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall either have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, or has been assessed by ordinance of the Town.

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 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and by Class A and Class B members: however, any Lot owned by the Declarant which is vacant or upon which a house is completed and not occupied shall be assessed at not less than twenty five per cent (25%) of the uniform regular assessments. These amounts may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, provide information as to whether or not the assessments on a specified lot are due and the Association may, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the current status of dues for a particular lot.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 6 per cent (6%) per annum. 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 for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to first mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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 public authority.
- (b) the Common Area
- (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Virginia. However, no land or improvement devoted to dwelling use shall be exempt from said assessment.

## **ARTICLE V**

### **ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or

alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## **ARTICLE VI**

### **PARTY WALLS**

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## **ARTICLE VII**

### **EXTERIOR MAINTENANCE**

In addition to maintenance upon the Common Area, and snow removal from the parking areas and ingress and egress easements for public and emergency vehicles, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: grass cutting for the front of each lot and for the rear of each lot, beginning at a point twenty (20) feet beyond the rear house line.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guest, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

Section 1. Enforcement. The Association, any Owner, or the Town of Manassas, 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 judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five per cent (75%) of the Lot Owners. All amendments shall be subject to the approval of the Town Council.

Section 4. Annexation. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the Town of Manassas, such additional lands may be annexed to the Properties without the assent of the Class A members, provided that the Town of Manassas and the Veterans Administration Authorities determine that the annexation is in accord with the general plan heretofore approved by them, and provided that

the annexation meets with the approval of the owner of the property proposed to be annexed. The Common Area and/or residential properties so annexed shall be governed by the terms of this Declaration and the Owners of the annexed residential properties shall also be governed by the provisions of this Declaration. Subsequent to this five year period, the Association may annex contiguous Common Area and/or residential properties. provided that any such annexation shall have the assent of two thirds (2/3) of the membership of each class. The Common Area and/or residential properties so annexed shall be governed by the terms of this Declaration, and the Owners of the annexed residential properties shall also be governed by the provisions of this Declaration.

Section 5. FHA/VA Approval. The following actions will require the prior approval of the Town of Manassas and the Federal Housing Administration or the Veterans' Administration: annexation of additional properties, mergers and consolidations, mortgaging of the Common Area, dedication of Common Area, dissolution and amendment of these Articles. Provided however, that such Federal approval shall not be obtained unless the action will affect property for which the Class B member or other Developer has applied for FHA Mortgage Insurance or VA Loan Guarantee for new house financing, and in no event shall Federal approval be required after the termination of Class B membership.

## **ARTICLE IX**

### **PROTECTIVE COVENANTS AND RESTRICTIONS**

1. No fence or other encroachment shall be erected or permitted beyond twenty (20) feet from the rear of any dwelling.
2. No trade or business of any kind shall be advertised from or transacted on the said premises, except for model houses used by the Declarant.
3. No clothing, laundry or wash shall be aired or dried on any portion of properties.
4. No tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.
5. No noxious or offensive activity shall be carried on upon any portion of the residential property, or shall anything be done thereon or permitted to remain on any lot which may be or become a nuisance or annoyance to the neighborhood.
6. No sign of any kind shall be displayed to the public view on any lot, except temporary real estate signs not more than four square feet in area advertising the property for sale and except for temporary signs erected by Declarant in connection with the construction, lease or sale of building and lots.

7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection, unless in containers approved by the Board of Director of the Association, or by an Architectural Control Committee approved by the Board. No accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any lot, which shall be maintained in a neat and attractive manner, so as not to detract from the appearance of the entire property.

8. No person shall paint the exterior of any building a color different than the existing color of said building without the proposed color having been approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board.

9. No junk vehicle, house trailer, boat, or travel or camping trailer shall be kept on any lot or in the common areas or parking areas.

10. No antenna for the transmission or reception of radio or television signals shall be erected or permitted on any building or lot or other parcel of the Properties.

11. No commercial truck, commercial bus or other commercial vehicle of any kind shall be permitted to be kept or parked upon any portion of the lot or Common Area except that the Declarant shall be allowed to keep construction vehicles upon any of the property during the construction stage of the Subdivision.

12. No portion of the lots or Common Area shall be used for the repair of vehicles nor shall any vehicle other than a currently registered private automobile in operating condition be parked on any of the parking spaces maintained by the Association. After ten (10) days written notice to the owner of any vehicle parked in violation of this covenant, Cannon Ridge Homes Association may remove such vehicle at the expense of the owner thereof.

13. No baby carriages, velocipedes, bicycles, or other articles of personal property shall be deposited, allowed or permitted to remain on any lot except in the enclosed rear area. Cannon Ridge Homes Association may impound all such articles and make a charge for their return.

14. No structures shall be erected nor shall any planting take place upon any utility easements shown either on the Dedication plat or recorded easement plat affecting the Subdivision.

15. In the event the Association fails to enforce the conditions of this covenant, the Town shall have the right to enforce such covenants and to make such assessments as may be required to compensate the Town therefor.

16. In the event of conflict between this Declaration of Covenants, Conditions and Restrictions and any ordinance, rule or regulation enacted by the Town of Manassas, then the Declaration of Covenants, Conditions and Restrictions shall be subordinate to any ordinances, rules or regulations promulgated by the Town of Manassas.

\*\*\*\*\*These Covenants, Conditions and Restrictions were transcribed due to the poor condition of the available copy. Actual Covenants, Conditions and Restrictions follow this transcript.\*\*\*\*\*

# DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by THURNER & GORDON, INC., hereinafter referred to as "Declarant".

## WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the Town of Manassas, State of Virginia, which is more particularly described as :

Lots One (1) through One Hundred Sixty-four (164), inclusive, CANNON RIDGE, as the same is duly dedicated, platted and recorded as Instrument Number 16549, among the Land Records of Prince William County, Virginia.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to CANNON RIDGE HOMES ASSOCIATION, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a 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 3. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereinafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the owners. The Common area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Parcel "A" containing 8.5618 acres as appearing on the Deed of Dedication Plat prepared by Charles J. Huntley, Associates.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to THURNER & GORDON, INC., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from Declarant for the purpose of development.

Section 7. "Board" shall mean and refer to the Board of Directors of Cannon Ridge Homes Association.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and, except as set forth in Section 3 below, the right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) subject to the approval of the Town Council, the right of the Association to dedicate or transfer all or any part of the Common Area 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 two thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Parking Rights. Ownership of each lot shall entitle the owner or owners thereof to the use of not more than one (1) automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The Association shall permanently assign one (1) vehicle parking space for each dwelling.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons 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.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) When the total votes outstanding in the Class A membership equal total votes outstanding in the Class B membership, or

(b) on September 1, 1977.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Assessments, charges and costs for the maintenance of the Open Space, and special assessments as set forth in Section 4 hereof, whether originating with the Association or with the Town of

Manassas, shall constitute a pro-rata lien upon the individual lots of the Subdivision, second only to taxes and bona-fide, duly-recorded first trust liens upon each lot. Each such amount, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the amount fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, provide information as to whether or not the assessments on a specified lot are due and the Association may, for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth the current status of dues for a particular lot.

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### ARCHITECTURAL CONTROL

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alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

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Section 5. Right to Contribute Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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## ARTICLE VII

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In addition to maintenance upon the Common Area, and snow removal from the parking areas and ingress and egress easements for public and emergency vehicles, the Association shall provide exterior maintenance upon each lot which is subject to assessment hereunder, as follows: grass cutting for the front of each lot and for the rear of each lot, beginning at a point twenty (20) feet beyond the rear house line.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guest, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such lot is subject.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, any Owner, or the Town of Manassas, 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 judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five per cent (75%) of the Lot Owners. All amendments shall be subject to the approval of the Town Council.

Section 4. Annexation. If within five (5) years of the date of incorporation of this Association, the Declarant should develop additional lands within the Town of Manassas, such additional lands may be annexed to the Properties without the assent of the Class A members, provided that the Town of Manassas and the Veterans Administration Authorities determine that the annexation is in accord with the general

plan heretofore approved by them, and provided that the annexation meets with the approval of the owner of the property proposed to be annexed. The Common Area and/or residential properties so annexed shall be governed by the terms of this Declaration and the Owners of the annexed residential properties shall also be governed by the provisions of this Declaration. Subsequent to this five year period, the Association may annex contiguous Common Area and/or residential properties, provided that any such annexation shall have the assent of two thirds (2/3) of the membership of each class. The Common Area and/or residential properties so annexed shall be governed by the terms of this Declaration, and the Owners of the annexed residential properties shall also be governed by the provisions of this Declaration.

Section 5. FHA/VA Approval. The following actions will require the prior approval of the Town of Manassas and the Federal Housing Administration or the Veterans' Administration: annexation of additional properties, mergers and consolidations, mortgaging of the Common Area, dedication of Common Area, dissolution and amendment of these Articles. Provided however, that such Federal approval shall not be obtained unless the action will affect property for which the Class B member or other Developer has applied for FHA Mortgage Insurance or VA Loan Guarantee for new house financing, and in no event shall Federal approval be required after the termination of Class B membership.

## ARTICLE IX

### PROTECTIVE COVENANTS AND RESTRICTIONS

1. No fence or other encroachment shall be erected or permitted beyond twenty (20) feet from the rear of any dwelling.
2. No trade or business of any kind shall be advertised from or transacted on the said premises, except for model houses used by the Declarant.
3. No clothing, laundry or wash shall be aired or dried on any portion of properties.
4. No tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.
5. No noxious or offensive activity shall be carried on upon any portion of the residential property, or shall anything be done thereon or permitted to remain on any lot which may be or become a nuisance or annoyance to the neighborhood.
6. No sign of any kind shall be displayed to the public view on any lot, except temporary real estate signs not more than four square feet in area advertising the property for sale and except for temporary signs erected by Declarant in connection with the construction, lease or sale of building and lots.

7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection, unless in containers approved by the Board of Directors of the Association, or by an Architectural Control Committee approved by the Board. No accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any lot, which shall be maintained in a neat and attractive manner, so as not to detract from the appearance of the entire property.
8. No person shall paint the exterior of any building a color different than the existing color of said building without the proposed color having been approved by the Board of Directors of the Association, or by an Architectural Control Committee appointed by the Board.
9. No junk vehicle, house trailer, boat, or travel or camping trailer shall be kept on any lot or in the common areas or parking areas.
10. No antenna for the transmission or reception of radio or television signals shall be erected or permitted on any building or lot or other parcel of the Properties.
11. No commercial truck, commercial bus or other commercial vehicle of any kind shall be permitted to be kept or parked upon any portion of the lot or Common Area except that the Declarant shall be allowed to keep construction vehicles upon any of the property during the construction stage of the Subdivision.
12. No portion of the lots or Common Area shall be used for the repair of vehicles nor shall any vehicle other than a currently registered private automobile in operating condition be parked on any of the parking spaces maintained by the Association. After ten (10) days written notice to the owner of any vehicle parked in violation of this covenant, Cannon Ridge Homes Association may remove such vehicle at the expense of the owner thereof.
13. No baby carriages, velocipedes, bicycles, or other articles of personal property shall be deposited, allowed or permitted to remain on any lot except in the enclosed rear area. Cannon Ridge Homes Association may impound all such articles and make a charge for their return.
14. No structures shall be erected nor shall any planting take place upon any utility easements shown either on the Dedication plat or recorded easement plat affecting the Subdivision.
15. In the event the Association fails to enforce the conditions of this covenant, the Town shall have the right to enforce such covenants and to make such assessments as may be required to compensate the Town therefor.

16. In the event of conflict between this Declaration of Covenants, Conditions and Restrictions and any ordinance, rule or regulation enacted by the Town of Manassas, then the Declaration of Covenants, Conditions and Restrictions shall be subordinate to any ordinances, rules or regulations promulgated by the Town of Manassas.