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[OCT 20 1998

**JOHN T. FREY
Clerk of the Circuit Court
of Fairfax County, VA**

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

MASON'S PASSAGE SUBDIVISION

THIS DECLARATION, is made this 7th day of October, 1998 by MASON'S PASSAGE, L.L.C., a Virginia limited liability company, hereinafter referred to as "Declarant"; and MASON'S PASSAGE HOMEOWNERS ASSOCIATION, a Virginia non-stock corporation, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, the Declarant and the Association are the owners of certain property in Fairfax County, Virginia, which is the property subjected to the Deed of Dedication for Mason's Passage, Section One, recorded immediately prior hereto; and

WHEREAS, the Declarant and Association desire to impose certain covenants, conditions and restrictions on the Lots and Common Areas of Mason's Passage, Section One, for the purpose of providing for the provision of services and protection of property values within the Mason's Passage subdivision.

NOW, THEREFORE, the Declarant and Association hereby declare 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 lands 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 MASON'S PASSAGE HOMEOWNERS ASSOCIATION, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Deed of Dedication and to which this Declaration is attached, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association. 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, Mason's Passage, Section One, consisting of approximately 14,718 square feet; Parcel C, Mason's Passage, Section One, consisting of approximately 357,218 square feet; and Parcel D, Mason's Passage, Section One consisting of 18,025 square feet, all as shown on the plat of subdivision for MASON'S PASSAGE, SECTION ONE recorded immediately prior hereto.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area, and areas dedicated as public streets.

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 a fee simple title to any Lot which is a 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 MASON'S PASSAGE, L.L.C., its successors and assigns, if such successors or assigns should acquire more than one Lot for the purpose of development and/or construction.

Section 8. "Additional Land" shall mean and refer to the land described on Exhibit "A" attached hereto and made a part hereof.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTIES

Section 1. The Declarant hereby reserves the right until the seventh anniversary date of recordation of this Declaration to expand the Property from time to time without the approval of the Association or any Owner (except the Owner of such land being added) or Mortgagee by unilaterally submitting all or any portion of the Additional Land to the provisions of this Declaration, whether or not such land is owned by the Declarant. The right to expand may be terminated only upon the recordation by the Declarant of an instrument relinquishing said right. The Declarant shall add Additional Land in accordance with the procedures set forth in Section 3 of this Article II. There are no limitations on the option to expand except as set forth in this Article. If the Declarant does not submit all or any portion of the Additional Land to the Declaration, such land may be developed in any manner allowable under local zoning ordinances without regard to the restrictions set forth in this Declaration.

Section 2. The annexation of any additional property other than the Additional Land shall require the assent of more than two-thirds (2/3) of the Class A members and more than two-thirds (2/3) of the Class B members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than twenty-five (25) days nor more

than fifty (50) days in advance of the meeting, setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty-seven percent (67%) of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than fifty (50) days following the preceding meeting. In the event that two-thirds (2/3) of the Class A membership or two-thirds (2/3) of the Class B membership are not present in person or by proxy, members not present may give their written assent to the action taken thereat.

Section 3. The Declarant or the Association, as appropriate, may record one or more amendments to the Declaration submitting the land described therein to this Declaration ("Supplementary Declarations") and to the jurisdiction of the Association. Any Supplementary Declaration may contain such additions to the provisions of this Declaration as may be necessary to reflect the different character of the land described therein and as are not consistent with the overall scheme of this Declaration; provided, however, that such additional provisions shall not apply to any Lot previously submitted to this Declaration without the written consent of the Owner of the Lot subject to the additional provisions. Upon the recordation of a Supplementary Declaration, the provisions of this Declaration shall apply to the land thereby added as if such land were originally part of the Properties.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants 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 an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined in Article III with the exception of a Declarant. Class A members shall be entitled to one vote for each Lot in which they hold 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 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 members shall be the Declarants. Class B members shall be entitled to three (3) votes for each Lot in which they hold the interest required for membership by Article III; provided, however, that the Class B membership shall cease and a Class A membership with one vote for each Lot in which they hold an interest shall be issued on the

happening of either of the following events, whichever shall occur earlier:

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

(b) On July 1, 2004.

ARTICLE V

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Area 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 limit the number of guests of members;

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

(c) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property and to acquire property encumbered by the lien or liens of the deed or deeds of trust securing improvements on said property;

(d) The right of the Association to suspend the voting rights and right to use the Common Area and the recreational facilities by a member for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(e) The right of the Association at any time, or upon dissolution, to dedicate or transfer all or any part of the Common Area; provided that prior to any disposition of the Common Area, by sale or otherwise, except to an organization conceived and organized to own and

maintain the common open space, the Association must offer to dedicate the Common Area to the County or other appropriate governmental agency. Any such dedication or transfer shall have the assent of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. Upon such assent and in accordance therewith, the officers of the Association shall execute the necessary documents.

(f) The right of any public utility to acquire, without the payment of damages to the Association, easements for the construction, reconstruction, installation, repair and/or necessary maintenance of utility lines through or over any portion of the Common Areas. The foregoing shall not be construed, however, to permit any such public utility to acquire or damage any improvements situate upon the Common Areas, or other structures or installations situate thereon which would otherwise be deemed to be a part of the realty, without the payment of damages, including severance or resulting damages, if any to the Association, all in amounts and in a manner now or hereafter governing proceedings for the acquisition of private property for public use by condemnation in this State.

Section 2. Delegation of Use. Any member may delegate, in accordance with the Bylaws, 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 Member's Lot.

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:

(a) Annual assessments or charges, and

(b) Special assessments for capital improvements, or other such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and in particular for the maintenance of the private streets, payment of taxes, insurance and improvements and maintenance of services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

Section 3. Basis and Maximum of Annual Assessments. Until January 1 of the year immediately following the conveyance of the first Lot from a Declarant to an Owner, the maximum annual assessment shall be Eight Hundred Dollars (\$800.00).

(a) From and after January 1 of the year immediately following the conveyance of the first Lot from a Declarant to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise,

if any, of the National Consumer Price Index as most recently published by the U.S. Bureau of Labor Statistics for the year ending and preceding January 1; provided, however, that any increase in the annual assessment as provided hereinabove shall not exceed five percent (5%) of the preceding annual assessment.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot from a Declarant to an Owner, the maximum annual assessment may be increased above that established by subparagraph (a) above by a vote of the members, provided that any such change shall have the assent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

(c) After consideration of current maintenance costs and further needs of the Association, the Board of Directors may fix the annual assessments at an amount not in excess of the maximum.

(d) So long as the Declarant has a Class B Membership status, the Declarant shall be responsible for any deficit of the Association.

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 or reconstruction repair or replacement of a capital improvement upon the Common Area, including the fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of members who are

voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots not owned by a Declarant. Any Lots owned by a Declarant or builder shall be subject to a one-time assessment of One Hundred Fifty Dollars (\$150.00) to be paid at such time as the Lot is transferred to a builder or such time as a building permit is issued for such Lot, whichever shall first occur.

Section 6. Quorum for any Action Authorized Under Sections 3 and 4. At the first meeting called, as provided in Sections 3 and 4 thereof, the presence at the meeting of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements set forth in Sections 3 and 4, and the required quorum at any such 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 sixty (60) days following the preceding meeting.

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 first Lot from a Declarant to an Owner other than a Declarant. 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 assessments 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 request at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid, together with all such information required to be furnished under the Virginia Property Owners Association Act. A reasonable charge may be made by the Board for the issuance of these certificates and/or resale packages. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Remedies of the Association in the Event of Default. If any assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. 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 deed of trust or mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments which thereafter become 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 local public authority and (b) the Common Area.

ARTICLE VII

RESTRICTIVE COVENANTS

Section 1. The Properties shall be used for residential purposes only. The Declarant, however, for itself, its successors and assigns, reserves the right, prior to sale and transfer of any Lot pursuant to a recorded subdivision plat, to alter, amend and change any lots lines or subdivision plan for Properties owned by it. No building shall be erected, altered, placed or permitted to remain on any Lot other than one townhouse, including garage, if constructed as part of the original dwelling, except original construction on any Lot by a Declarant, without the approval of the Architectural Control Committee. No residence, or any part thereof, nor any out-buildings related thereto, shall be used for the conduct of any business, commerce, or profession other than those businesses, commercial activities or professions customarily conducted in home offices and permitted by local ordinances. Except for those signs related to real estate sales and construction, no sign, advertisement or message shall be displayed or published which offers or implies commercial or professional services, or which might constitute any other kind of business solicitation in, or from, any residence or residential property. Notwithstanding the foregoing, with the prior written consent of Declarant:

During the construction and/or sales period, real estate sales and construction offices, displays, signs, and special lighting may be erected, maintained and operated by a Declarant, on any part of the property owned by it and on or in any building or structure now or hereafter

erected thereon.

Section 2. No clothing, laundry or wash shall be aired or dried on any portion of the Lots in any area other than in the rear yards of the Lots.

Section 3. No tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic.

Section 4. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done or placed thereon which may become an annoyance or nuisance to the neighborhood. Property owners shall, at all times, maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. Except for flower gardens, patios and shrubs and trees which shall be neatly maintained, all open Lot areas shall be maintained in lawns and all lawn areas shall be kept mowed and shall not be permitted to grow to a height in excess of four (4) inches. Yards shall be kept free of decorative items, including but not limited to plastic, wood, fiberglass or plaster figures, artificial animals and the like. This provision shall not be deemed to prohibit Christmas and other holiday decorations, provided such decorations are taken down within thirty (30) days of the holiday.

Section 5. No sign of any kind that is illuminated and/or larger than two (2) square feet shall be displayed to the public view on any Lot, except temporary real estate "For Sale" or "For Rent" signs not more than four (4) square feet in area and except for temporary signs erected in connection with the development, construction, lease, or sale of improved Lots.

Section 6. No horse, pony, cow, chicken, pig, hog, sheep, goat or other domestic or wild animal shall be kept or maintained on any Lot; however, common household pets, such as dogs, cats and birds may be kept or maintained, provided that they are not kept, bred or

maintained for commercial purposes and do not create a nuisance or annoyance to surrounding Lots or the neighborhood.

Section 7. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. No accumulation or storage of litter, new or used building materials or trash of any kind shall be permitted on any Lot.

Section 8. No person shall paint the exterior of any building a color different than the original color 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.

Section 9. No structure or addition to a structure shall be erected, placed or altered on any Lot until the plan and specifications, including elevation, material, color and texture and a site plan showing location of improvements with grading modifications shall be filed with and approved in writing by the Board of Directors or the Architectural Control Committee appointed by the Board. Structure shall be defined to include any building or portion thereof, fence, pavement, driveway, patio, deck, wall, statue, pole, gazebo, trellis or appurtenances to any of the aforementioned. This provision shall not apply to original construction on any Lot by the Declarant. No temporary building shall be maintained on any Lot without the approval of the Association or its Architectural Control Committee. No garages may be converted to living space or to any other use inconsistent with the parking of vehicles.

Section 10. No fence or similar enclosure may be built on any Lot without first obtaining the approval required by Section 9 of this Article. This restriction shall not be construed to preclude the growth of ornamental hedge fence which shall be kept neatly trimmed to a height of not more than three (3) feet around the yard of any Lot. Any fence built on any

of the Lots shall be maintained in a proper manner so as not to detract from the value and desirability of surrounding property.

Section 11. No junk vehicle, house trailer, or commercial vehicles, such as, but not limited to, moving vans, commercially licensed trucks, tractors, trailers, wreckers, hearses, compressors, concrete mixers or buses, shall be kept on, or in front of, any Lot or part of the Common Area. No storage of boats, boating equipment, travel trailers, camping equipment, or recreational vehicles shall be permitted on the Properties.

Section 12. The Association shall maintain all private streets located within the Properties. Such maintenance obligations shall include, but not be limited to, removal of snow, ice and debris from the street surfaces, repair and replacement of pavement surfaces as necessary, and the marking and re-marking of travelways.

Section 13. Garages shall not be converted into living space or to any other use inconsistent with the parking of vehicles.

Section 14. 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 of Covenants, Conditions or Restrictions. 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. In addition, it is expressly intended that covenants and restrictions set forth in Sections 12 and 13 of this Article shall also run to the benefit of Fairfax County and its applicable agents and that Fairfax County shall also have the right to enforce the Covenants and Restrictions set forth in such Sections.

Section 15. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 16. The Architectural Control Committee shall consist of the Directors of the Association, or a committee of three (3) persons appointed by them. Applications for committee approval shall be in writing. Approval or denial of applications shall also be in writing. Failure of the Committee to approve or deny a request within sixty (60) days shall be construed as Committee approval of the request.

ARTICLE VIII

EASEMENTS

Section 1. There is hereby granted a blanket easement to the Association, its directors, officers, agents, and employees, to any Manager employed by or on behalf of the Association, and to all policemen, firemen, ambulance personnel and all similar persons to enter upon the Properties in exercise of the functions provided by this Declaration and the Articles, Bylaws and Rules of the Association, in the event of emergencies, and in performance of governmental functions.

Section 2. The rights accompanying the easements provided in Section 1 of this Article shall be exercised only during reasonable daylight hours and then whenever practicable only after advance notice to, and with the permission of, any Owner or tenant directly affected when not an emergency situation or a governmental function.

Section 3. A Declarant, its agents or employees, shall have a right of ingress and egress over the Common Area as required for construction and development of the Properties.

Section 4. Easement for Utilities, Etc. There shall be and is hereby reserved to a Declarant a nonexclusive easement over any Lot or Common Area, for a distance of ten (10) feet from the front and/or rear Lot line, for the purpose of installing, repairing and/or maintaining utility lines of any sort including, but not limited to, storm drains, sanitary sewers, gas lines, electric lines and/or cables., water lines, telephone lines, cable television lines and the like. This easement shall automatically expire as to any Lot or Parcel five (5) years from the date of subdivision of such Lot or Parcel.

Section 5. Easement for Landscaping and Related Purposes. There shall be and is hereby reserved to a Declarant a perpetual and nonexclusive easement over all Lots, and any Common Area, for a distance of ten (10) feet behind any lot line which parallels a street for the purpose of erecting and maintaining street intersection signs, directional signs, temporary promotion signs, entrance features and/or light, stone, wood or masonry wall features and/or related landscaping.

Section 6. Any rights granted to a Declarant in this Article shall extend only to Lots and Parcels submitted to this Declaration by a Declarant.

ARTICLE IX

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 negligent 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 Contribution 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 X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to

enforce, by a 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 right, provisions, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right of the Association or an Owner to enforce such right, provision, covenant, or condition in the future. All rights, remedies and privileges granted to the Association or any Owner pursuant to any term, provision, covenant or condition of this Declaration shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such privileges as may be granted to such party by this Declaration, or at law or in equity.

Section 2. Lower Potomac Pollution Control Plant. The Declarant and Association have disclosed that the Properties are located within the immediate proximity of a major sewage treatment plant, that this sewage treatment plant will be subject to expansion and modification as required to provide sewage treatment, much of the land surrounding Mason's Passage may be developed as part of future sewage treatment plant expansions or modifications, and the sewage treatment is an industrial process and certain odors, noises and other impacts will be present as a result of the sewage treatment plant operations.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 7th day of October, 1998.

MASONS'S PASSAGE, L.L.C.
By: Curry Development Incorporated
its Operational Member

Andrew J. Somerville, III
By: Andrew J. Somerville, III
Title: President

MASONS'S PASSAGE HOMEOWNERS
ASSOCIATION

Jeffery Franklin
By: Jeffery Franklin
Title: President

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

I, Janice J. Coulton, a Notary Public in and for the Jurisdiction aforesaid, do hereby certify that this day personally appeared before me in said County, Andrew J. Somerville, III, President of Curry Development Incorporated, a Virginia Corporation, Operational Member of Mason's Passage, L.L.C., whose name is signed to the foregoing deed of dedication, and acknowledged the same before me in my said County for and on behalf of said corporation, by due authority.

My commission expires: 2-28-02

GIVEN under my hand and notarial seal this 7th day of October, 1998.

Janice J. Coulton
Notary Public

COMMONWEALTH OF VIRGINIA,
COUNTY OF FAIRFAX, to-wit:

I, Janice J. Coulton, a Notary Public in and for the Jurisdiction aforesaid, do hereby certify that this day personally appeared before me in said County, Jeffery Franklin, President of Mason's Passage Homeowners Association, a Virginia non-stock corporation, whose name is signed to the foregoing deed of dedication, and acknowledged the same before me in my said County for and on behalf of said corporation, by due authority.

My commission expires: 2-28-02

GIVEN under my hand and notarial seal this 7th day of October, 1998.

Janice J. Coulton
Notary Public