

***MASON'S PASSAGE
HOMEOWNERS ASSOCIATION***

HANDBOOK

***RULES AND REGULATIONS
and
ARCHITECTURAL GUIDELINES***

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*Prepared by the Architectural Control Committee
June 2002*

***MASON'S PASSAGE
HOMEOWNERS ASSOCIATION
HANDBOOK***

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The following handbook of policies, architectural guidelines and covenants has been approved by the Board of Directors of Mason's Passage Homeowners Association (the "Association"). The guidelines should be looked upon as protective rather than restrictive because they are designed to enhance the quality of life for individuals living in the Association by protecting the property values and safety of all residents and owners.

The handbook addresses a broad range of rules and regulations as well as exterior modifications for which homeowners must submit an application to the Architectural Control Committee (the "ACC"). The ACC shall meet during the second full week of each month to review architectural applications. It is not intended to create, nor should it be construed to constitute a contract between the Association and homeowners or residents. The policies and procedures apply to all owners and residents without regard to race, color, religion, national origin, age, sex or citizenship. Applicable State or Federal law or County ordinance will prevail where in conflict with any provision of this handbook.

The Board of Directors (the "Board") reserves the right to make policy changes at any time. Changes will be made to reflect amended policies, covenants, and procedures consistent with the needs of the Association, homeowners and residents. As changes occur, you will receive the appropriate material to place in your handbook.

The Board consists of five (5) Directors elected by the homeowners to ensure that Mason's Passage is an outstanding community in which to live. The Board is responsible for policy formation, implementation and interpretation. The administration of the activities of the Association rests with the management agent. If you should have any questions, you should contact the management agent.

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DEFINITIONS

Listed below are the definitions in the Mason's Passage Declaration of Covenants, Conditions and Restrictions.

Association – “Association” shall mean and refer to MASON’S PASSAGE HOMEOWNERS ASSOCIATION, its successors and assigns.

Properties – “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.

Common Area – “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.

Lot – “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.

Member – “Member” shall mean and refer to every person or entity who holds membership in the Association.

Owner – “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.

Declarant – “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.

Additional Land – “Additional Land” shall mean and refer to the land described on Exhibit “A” attached hereto and made a part hereof.

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I. RULES AND REGULATIONS

Animals. No horse, pony, cow, chicken, pig, hog, sheep, goat or other domestic, wild animal or potentially dangerous 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, do not create a nuisance or annoyance to surrounding Lots or the neighborhood, and are in compliance with applicable Fairfax County ordinances. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 6).

Permission has been extended to the Fairfax County Animal Warden to enforce all applicable portions of the Fairfax County Code with regard to all animals within the Association. A dog or cat shall be deemed to run at large while roaming, running or self-hunting on the private property of others or when not restrained by a dependable leash and controlled by a responsible person as defined by the County Code. All pets must have appropriate shots, licenses and tags as required by County Code. Pets shall not be chained or confined in any common area. No kennels for breeding or for multiple pets are allowed on the property.

Pet owners shall be responsible for the clean up and proper disposal of pet wastes deposited in the common areas, the private property of others as well as their own yards. Pet owners shall also be responsible for any and all costs incurred in the repair of damage to the common areas as well as the property of other Association residents caused by their pet(s).

Residents or guests who own pets shall ensure that their pets do not become a nuisance to other residents in the community. Actions which may constitute a nuisance include, but are not limited to, barking, scratching or being hygienically offensive.

Firewood and Compost Piles. Firewood shall be kept neatly stacked and shall be located in the side or rear yard of the home and in such a manner as to avoid any adverse visual impact on neighboring homes as well as damage to adjacent fences. Firewood piles must contain firewood only (no debris) and should not exceed five and one-half (5 ½) feet in height. Lattice screening may be required in certain cases.

Compost piles are prohibited in front and side yards and homeowners must submit an application to the ACC if one is to be located in the rear yard. Under no circumstances will a compost pile larger than 15 square feet be approved.

Hazardous Waste Disposal. The dumping or disposal of oil, grease, or any other chemical, residual substances or any substance or particles from holding tanks of any type is not permitted on the Mason's Passage property, sewer, drainage ditch, pond, etc. Disposal must also conform to environmental regulations.

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Leases. Homeowners may lease their units but should recognize that the owner is responsible for the actions of his or her tenant(s) and may be held accountable by the Association for violations of the rules and/or damage to the common area. The initial lease term must be at least six (6) months and shall expressly provide that the terms of such lease shall be subject in all respects to the provisions of the Declaration and By-laws and rules and regulations of the Association and that any failure by the lessee to comply with such terms shall be a default under the lease. Upon such consent, a copy of each lease must be provided to the Association's management agent. In addition, the homeowner must provide lessee information and forwarding information to the management company on the Leasing Express Form attached at the end of the handbook.

Private Streets. The Association shall maintain all private streets located within the Property. Such maintenance 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. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 12).

Signs. No illuminated sign of any kind will be permitted. No non-illuminated sign that is larger than two (2) square feet shall be displayed to the public view on any Lot except for temporary real estate signs not more than four (4) square feet in area advertising the property for sale or rent. All signs advertising the property for sale or rent shall be removed within three (3) days from the date of settlement. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 5).

Real estate directional signs may be placed on the common area between 9:00 P.M. Friday and 9:00 P.M. Sunday. Any directional signs placed on the common area in violation of the above stated time period will be removed and disposed of by the Association.

No signs, advertisements or messages that offer or imply commercial or professional products or services, or which may constitute any other kind of business solicitation in or from any residence or residential property, may be displayed on a Lot without prior written approval of the ACC. Security signs shall not exceed 64 square inches and no more than one may be located on a Lot.

No signage may be erected on a common area of Mason's Passage without the permission of the Homeowners Association. Any signs posted without approval on a common area of the community will be removed. If you are interested in having a sign erected, please send your request to the Association's management company. (see Mason's Passage News, Vol. 2, Issue 2, February 2002).

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Trash Removal. Trash and garbage containers shall not be permitted in public view earlier than dusk the evening before the pickup and all containers shall be removed from public view no later than dusk the day of the pickup. Trash must be in approved containers. Additional trash must be in securely tied, clear heavy duty plastic bags or other sealed container and placed at curbside or other areas designated for pickup. Trash and garbage containers may be stored in the rear yard or hidden behind a bush or air conditioning unit on the side of the yard, but should remain from public view.

No accumulation or storage of litter, new or used building materials, or trash of any kind shall be permitted on any Lot. Each resident is responsible for picking up litter on his or her property and preventing windblown debris from originating from his or her Lot.

Trash cans, recycling bins and similar containers shall not be permitted to remain in public view except on days of trash collection. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 7).

Vehicles. No junk vehicles (e.g., a vehicle leaking fluids or with a flat tire, etc.), recreational vehicles, house trailers or commercial industrial vehicles, including, but not limited to, moving vans, trucks, tractors, trailers, vans, wreckers, hearses, buses, boats, boating equipment, travel trailers or camping equipment shall be parked within the boundaries of the community. The Association shall not be required to provide a storage area for these vehicles. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 11).

Any lettering on a commercial vehicle or any other indication that it is a commercial vehicle (e.g. the dome light on a taxi cab) must be covered or removed while the vehicle is visibly parked within the boundaries of Mason's Passage. As an alternative for standard-sized automobiles, the Board of Directors has approved the use of an acceptable vehicle cover which would fit over the entire vehicle.

No portion of the Property shall be used for any major repair of automobiles or any other vehicles nor shall any vehicle other than a private automobile be parked in any of the parking spaces maintained by the Association.

No unlicensed vehicles, including but not limited to motorized bicycles, mini-bikes, go-carts, etc., shall be operated on or parked upon any common area. All vehicles shall display current licenses and other required registration and safety inspection permits and decals and shall be maintained in proper operating condition so as not to be a hazard or nuisance due to noise, exhaust emissions or fluid leakage.

No motor vehicles shall exceed the posted speed limits while operating in the community and all vehicles shall be operated on the paved street and parking lot areas only.

Owners of vehicles will be held liable for all costs to repair damages to common areas caused by negligence, repair operations on the vehicle or the storage of any combustible, dangerous or otherwise hazardous material on common area.

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ANY VEHICLE IN VIOLATION OF THESE RULES AND REGULATIONS MAY BE REMOVED BY THE ASSOCIATION AT THE EXPENSE OF THE VEHICLE OWNER AFTER FIVE (5) DAYS NOTICE IN WRITING OR IN THE FORM OF A VIOLATION TAG PLACED ON THE VEHICLE. MOREOVER, MONETARY CHARGES OF UP TO \$50 PER VIOLATION OR \$10 PER DAY MAY BE ASSESSED BY THE BOARD OF DIRECTORS AGAINST THE VEHICLE OWNER.

The Association, Board and management agent bear no responsibility for the safety or security of any parking areas or streets within the Association's boundaries. In the event any owner or his family members, tenants, guests or other invitees violate any of the rules or regulations adopted herein and such person's vehicle is towed, that person shall be responsible for the cost thereof and in the event the Association incurs any expense associated with the violation or the towing, said charges will be treated as an assessment against the homeowner's Lot.

II. ARCHITECTURAL APPLICATIONS

While it would be impossible to address each specific modification or addition, these guidelines attempt to define the standards by which all applications will be considered regarding size, quality, location, materials and color of any architectural modification, which of course must take into consideration the intended use and relationship to adjoining properties. The basis for many of the following guidelines and rules can be found in the Declaration of Covenants, Conditions and Restrictions, which you received prior to or at settlement.

III. APPLICATION REVIEW PROCEDURES

The modifications and improvements listed on the following pages require an Architectural Modification Request Application, accompanied by complete plans and specifications to be submitted to the Architectural Control Committee **IN ADVANCE**. The Application is attached at the end of the handbook. The ACC shall meet during the second full week of each month to review architectural applications. The ACC shall review and approve all additions and modifications that comply with the guidelines set forth in this handbook and the Declaration. Approval for any proposed exterior addition or modification, not specifically addressed in the guidelines, shall not be unreasonably denied. 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. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 9).

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Plans for the construction of decks, patios, sheds and other structures must meet Fairfax County building codes and appropriate building permits must be obtained before beginning any construction. Projects should be completed in a timely manner. The failure to commence a project within six (6) months of approval by the ACC (or the Board) and the failure to complete a project within six (6) months of commencement will require an application to the ACC for an extension of time to complete the project.

In consideration of other residents, any and all noise producing work on exterior projects shall be done only during and between the following hours: Monday Friday from 8:00 A.M. to 7:00 P.M., Saturday from 9:00 A.M. to 9:00 P.M. or darkness and Sunday from 9:00 A.M. to 6:00 P.M.

If any homeowner disagrees with the action(s) taken by the ACC, the disagreement must be submitted to the ACC, in writing. Should a disagreement continue to exist following said submission, the homeowner may petition the Board of Directors in writing, to review the ACC's decision.

PLEASE ALLOW ENOUGH TIME FOR THE ACC TO MAKE A DECISION BEFORE MAKING PLANS TO COMMENCE YOUR MODIFICATION OR IMPROVEMENT PROJECT. *THE ACC WILL MEET DURING THE SECOND FULL WEEK OF EACH MONTH SO PLEASE PLAN ACCORDINGLY.*

The ACC will make every attempt to provide prompt notification of its decision to the homeowner within 30 days. If you have not received a written decision from the ACC within that time, you should contact the management agent to confirm that a decision has been made. In the unlikely event that a decision has not been made within sixty (60) days, approval shall be automatic but shall not be deemed to be a waiver of any provision of the Declaration of Covenants, Conditions and Restrictions, Article VII, Section 16.

**IV. PROCEDURES FOR ENFORCEMENT OF
THE RULES AND REGULATIONS**

The Association shall notify the homeowner in writing of any violation of the procedures for obtaining approval of any addition or modification, of any violation of the guidelines, or of any violation of the plans approved by the ACC and/or the Board which are not covered in the guidelines or covenants. If the homeowner is a nonresident, the violation notice shall be mailed to the tenant in the home and to the owner. The ACC will conduct a spring and fall community walk-through.

In any instance where the violation presents a health or safety hazard, the Board may direct the Association's management agent to immediately notify the owner and/or tenant in writing and to take corrective action at the owner's expense within the time frame specified in the notice.

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All notifications of violations appealed by the homeowner and reviewed by the Board will include a statement of the Board's findings and conclusions, and the appropriate sanction, relief or denial thereof. A copy of each decision when issued shall be sent to the parties of the proceeding and to the ACC.

The homeowner will be given 30 days to comply with the decision of the ACC. In the event the homeowner does not bring the violation into compliance within the time frame specified in the notice or submit a request for an appeal to the management company within ten (10) days of the expiration date for compliance, imposition of a monetary fine or legal action may be taken by the Association. The homeowner may be held liable for any and all costs, including legal expenses, in connection with the correction of the violation.

A letter notifying a homeowner of a proposed legal action shall contain the following:

1. The estimated cost of repair, as determined by the contractor who the Board proposes will do the work if the homeowner fails to take corrective action.
2. A statement that the Board will have the work done if the homeowner does not correct the problem within a specified period of time or if the homeowner fails to provide the Board with acceptable evidence that corrective action has been initiated.
3. A statement that any funds expended by the Association, including legal and estimated expenses, will become a part of the owner's assessment and that such assessment may constitute a lien upon the property.
4. A statement that a majority vote from the Board supporting the position being taken has the concurrence of the Association's attorney.

THE FAILURE OF THE BOARD TO ACT TO ENFORCE ANY RIGHT, PROVISION, COVENANT, CONDITION, RULE OR REGULATION SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO DO SO.

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 the 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 the Declaration of Covenants, Conditions and Restrictions 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.

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.

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V. RESTRICTIVE COVENANTS

Additions. Additions for the townhomes are not permitted. Additions for the single family detached homes shall be compatible with the size and scale of the existing house. Color, style and construction materials shall complement the existing house.

No building shall be erected, altered, placed or permitted to remain on any lot other than one dwelling unit, garage, and other approved structures for use solely by the occupants. No alterations, additions or improvement shall be made to any garage that would defeat the purpose for which it was intended and no garage may be converted to living space or to any other use inconsistent with the parking of vehicles. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Sections 1, 9 and 13).

Antennas. Exterior antennas or similar devices must be approved by the ACC. Satellite dishes less than 36 inches in diameter do not require ACC approval and shall be preferably mounted to the rear of the house. Satellite dishes larger than 36 inches in diameter are prohibited.

Attic ventilators and exhaust ducts. Attic ventilators, turbines and exhaust ducts are permitted and should be the color of the house siding or trim (if mounted on a gable end). Ventilators and turbines should be mounted on the backside of the roof, not extend above the ridge line, and should match the color of the roof, the chimney duct or be mill-finished.

Awnings. As a general rule, exterior awnings will be prohibited unless they are demonstrated to be clearly compatible with the architectural design and qualities of the home or are screened with lattice screening from the view of adjoining neighbors due to the proposed location of the installation.

Chimneys and metal flues. All chimneys must be installed on the back or side of the house. The chimney or flue shall extend above and behind the ridgeline to the same height as adjacent chimneys and flue enclosures or as required by the County code. Chimneys must either be masonry or enclosed in the same finish material as the exterior of the home to which they are attached.

Clotheslines. No clothing, laundry or wash shall be aired or dried on any portion of the Lot in any area other than in the rear of the Lots. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 2).

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Decks and gazebos. Any deck and/or gazebo must have the approval of the ACC. The Architectural Modification Request Application and Deck Express Form must be submitted **BEFORE** installation is undertaken.

Location: A deck and/or gazebo are to be located in the rear yard. Other locations will be evaluated.

Scale: The scale of all decks and gazebos shall be compatible with the scale of the house as sited on the property. Decks, particularly elevated decks, should be of a scale and style that are compatible with the home to which they are attached, adjacent homes and the environmental surroundings. Lattice screening for privacy is to match the style and color of the decks and gazebos.

Color: Decks and gazebos can be made from wood or artificial (i.e. Trex) construction and may be left to age and weather naturally. Decks and gazebos colors are to be of a natural, wood-tone stain or white but may not be painted.

Storage Under Decks: The use of lattice screening or landscaping to minimize any adverse visual impact on neighboring homes from storage under an elevated deck will be required.

Elevated decks attached to the top level of townhomes are prohibited. No townhome deck may have a floor with a height greater than the elevation of the second level of the house.

Decks shall maintain a setback from all property lines in accordance with County regulations.

Doghouses and dog runs. Doghouses shall be compatible with the applicant's house and within a fenced yard. Doghouses should be located where they are visually unobtrusive to neighboring homes. Dog runs are prohibited.

Driveways. Driveways may not be widened or altered without prior approval by the ACC.

Electronic insect traps. Electronic insect traps will be regulated based on the same criteria as exterior lighting. In addition, no device shall be installed or maintained in such a way as to cause discomfort to adjacent owners from noise and may only be operated during those times when the immediate area protected by the trap is occupied by the owner or his guests.

Exterior appearance/maintenance guidelines. Property ownership includes the responsibility for the maintenance of all structures and grounds which are a part of the Lot. This includes, but is not limited to, items such as mowing grass, removal of trash and structural maintenance. Maintenance affects the visual character and economic values of the property and neighborhood and, in some cases, safety. Residents are responsible for maintaining the exterior of their dwellings and any other structures on their Lots. No storage of bicycles, barbecue grills, snow shovels, tires, work tools, boxes, building supplies, etc., in the front yard, front stoop or side yard (if unfenced) is permitted. Trash and trashcans shall not be permitted to remain in public view.

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Exterior lighting. Any proposed replacement of exterior lighting or additional fixtures must be compatible in style and scale with the applicant's home.

No exterior lighting shall be directed outside of the applicant's property. Proposed additional lighting should not result in an adverse visual impact on adjoining neighbors due its location, wattage or other features.

Decorative holiday seasonal lighting, e.g., Christmas lighting, may only be installed during the holiday season and must be removed by season's end. No approval by the ACC is required for holiday lighting during the holiday season, however, any such decorations must be removed within thirty (30) days after the holiday. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 4).

Exterior painting. An application is not required in order to repaint or restain a home or exterior improvement to match the original color. However, all exterior color CHANGES require an application and prior approval by the ACC. This requirement applies to siding, doors, shutters, trim, roofing and other appurtenant structures. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 8).

In general, only those areas that are painted may be repainted and only those areas that are stained may be restained. Concrete or block foundations exposed more than one (1) foot above grade shall be painted in harmony with the house.

Fences. Any fence must have the approval of the ACC **BEFORE** installation is undertaken. No such structure will be approved if its installation will obstruct sight lines for vehicular traffic, and the structure must be maintained in a proper manner so as not to detract from the value and desirability of surrounding property. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 10).

Wood fencing must conform to the architectural design of the community. Chain link or other galvanized metal fencing is not permitted.

All fencing should preferably have finished materials on both sides. If only one side has finished materials, that side must face the public side of the individual lot. In other words, posts and hardware (except gate hardware) should be hidden from public view where possible.

Fences may be stained or left to age and weather naturally. Fence colors are to be of a natural or clear wood preservative, but may not be painted.

For townhomes and single-family detached homes adjoining common property, the fence must have at least one entry to common property to allow emergency access.

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Fences may not be higher than six (6) feet and must be wholly erected on the homeowner's private property so that no part of the fence is installed on Association Property. Townhome fences separating two adjacent lots shall be jointly maintained by both townhome owners.

All fences must be installed such that the wood members are vertical and horizontal. All other angles and any artistic designs must be submitted to the ACC for approval. New fencing or replacement fencing must be compatible in material and design of any existing fences to which it is connected and must be contiguous with other fencing and the house.

Fencing shall not extend forward of fifteen (15) feet of the front house line and no fencing shall be permitted to enclose any front yard for single-family detached homes. The side yard fence for any end townhome must be set back at least twelve (12) feet from the front of the house line.

PRIOR APPROVAL TO EXTEND THE FENCE TO THE FRONT LINE OF THE HOUSE MUST BE OBTAINED FROM THE ACC.

Flagpoles. Any permanent, freestanding flagpole must be installed and maintained in a vertical position and must be approved in advance by the ACC. The height, color and location of the flagpole must be consistent with the size of the property and scale and design qualities of the home. A temporary flagpole staff that does not exceed six (6) feet in length and is attached at an incline to the wall or entrance area of the home does not require prior approval by the ACC.

Greenhouses. An attached greenhouse shall be characterized as an addition to a home and must meet the following criteria to be approved:

1. It may only be in the back of the home.
2. The size and design must be architecturally compatible with the home and neighboring homes.
3. Any adverse visual impact on neighboring homes must be minimized as much as possible.
4. Greenhouses shall not be used for commercial purposes.

Grills. Permanent barbecue grills must be placed in the rear yard of the home and away from adjacent property lines. Other locations will be evaluated.

Gutters and downspouts. The replacement of existing gutters and downspouts is permitted without ACC approval if they are the same as the original installation. Any other installation requires the approval of the ACC. In no instance shall the addition of gutters and downspouts be permitted to adversely affect drainage on adjacent properties. Downspouts must not bisect a wall. Gutters must be contiguous with the roof line. The color of downspouts, gutters and any supporting structures or attachments must be the same as the exterior trim or be white.

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Hot tubs and spas. Exterior hot tubs and spas that are permanently installed must be fenced in and have prior ACC approval. Under no circumstances may any hot tub be placed within public view from any street.

Any hot tub installed on an elevated deck must have an ACC approved lattice screening for privacy to conceal the hot tub from public view and match the style and color of the deck. Such hot tubs shall be constructed so that there is proper drainage and that no ground level drainage problems are created on either the adjoining properties or common ground. Wastewater from such tubs shall meet County code as to the discharge of such waters.

Landscaping. All new major landscaping must be approved in advance by the ACC. The replacement of like kind and size plant material is permitted without approval. Major landscaping is defined as any planting or change in ground cover which would include fifty (50) percent or more of the front of a Lot. **No live tree of a diameter of more than four inches, measured two feet above the ground level, shall be removed without the express written authorization of the ACC.**

Owners shall at all times maintain their property and all appurtenances thereto in good repair and in a state of neat appearance. All lawn areas shall be kept mowed and shall not be permitted to grow beyond a height of four (4) inches. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 4).

All trees and shrubs must be located so as not to obstruct walkways or encroach on neighboring property. No tree, hedge or shrub planting shall be maintained in such a manner as to obstruct sight lines for vehicular traffic. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 3).

Landscape edging over four (4) inches above local grade at any point must be approved by the ACC. Malibu lights over twelve (12) inches above local grade at any point must be approved by the ACC. Landscape timbers and retaining walls over eighteen (18) inches above local grade at any point must be approved by the ACC. All landscape timbers and retaining walls must be constructed so as to not divert ground water onto adjoining properties or otherwise substantially change existing drainage patterns.

Except for flower gardens, patios and shrubs and trees that shall be neatly maintained, all open Lot areas shall be maintained in grass lawns. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 4). Monolithic paving of yards is prohibited. The covering of front yards or side yards with decorative stones as the principle design element must be approved by the ACC. Other lawn material or other coverings must also be approved by the ACC.

Front yards shall be kept free of decorative items, including but not limited to plastic, wood, fiberglass or plaster figures, artificial animals and the like. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 4).

Any changes to the ground elevation of a Lot require prior approval of the ACC.

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Mailboxes. Mailboxes are to be of a standard size within the neighborhood. The townhome cluster mailboxes are owned by the U.S. Post Office. The mailbox and post installed by the builder for single-family detached homes must be properly maintained and remain as a brown post and black mailbox.

Patios. Patios should be located in rear yards and must be approved by the ACC before installation is undertaken. Any adverse drainage requirements, which might result from the construction of a patio, should be considered and remedied.

Patios and ground level decks may be constructed of poured concrete, brick, stone, commercial paver tiles or wood. Proper workmanship to assure sound construction and attractive appearance is required. All patios and ground level decks shall maintain a setback from all property lines in accordance with County regulations.

Recreational and play equipment. Recreational and play equipment should be unobtrusive to neighbors and should comply with the following guidelines:

1. The equipment should be located in the rear yard.
2. The equipment should be compatible with the Lot size.
3. The equipment must be maintained in good working order and made of wood left natural in color or other materials kept in a well-painted, rust free condition.

Permanent basketball backboards and/or skateboard ramps will not be permitted. Portable basketball backboards and/or skateboard ramps will be allowed but removed from public view when not in use.

Screens and storm doors and windows. Screen and storm doors should be as harmonious as possible with the architectural character of the dwelling unit and should be painted (1) white, (2) the color of the door, (3) the color of the trim around the door, or (4) the color of the shutters.

Screen and storm doors shall be full view.

No plastic covering or security bars shall be visible on the outside of any window or door of any home without the prior approval of the ACC.

Sidewalks and pathways. Stone, brick, concrete or similar durable construction material should be used for sidewalks and pathways. The scale, location and design should be compatible with the Lot, home and surroundings.

Solar panels. All installations must have prior approval of the ACC.

Storage sheds (Temporary buildings). All storage sheds (temporary buildings) require advance

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approval by the ACC. (see Declaration of Covenants, Conditions and Restrictions, Article VII, Section 9). The Architectural Modification Request Application and Storage Shed (Temporary Building) Express Form must be submitted **BEFORE** installation is undertaken.

Storage sheds should be four (4) sided, closed structures and of a scale appropriate to the location. Storage shed must be properly maintained by the homeowner so as not to present an unsightly appearance. Shed shall be constructed to enable proper drainage and prevent the creation of ground level drainage problems on either the adjoining properties or common grounds. Other guidelines include the following:

1. Sheds are to be located in rear yards.
2. Sheds are to be located within a fenced yard.
3. Sheds may be no more than seven (7) feet high from the ground.
4. Sheds may not be constructed from metal.
5. If a shed is constructed with siding, the color and material must be comparable to color and material of house.
6. If shed roof has shingles, the shingles must match shingles on house.
7. If shed is plastic, the color must be comparable to the color of the house.
8. Sheds may not be constructed with exposed particleboard.

Swimming pools. The installation of swimming pools of any kind must have prior ACC approval.

Window air conditioners. Window air conditioners are prohibited.

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Leasing Express Form

1. Lessee Information:

NAME: _____
ADDRESS: _____
TELEPHONE (H): _____ (W): _____
EMAIL ADDRESS: _____

2. Owner Forwarding Information:

NAME: _____
ADDRESS: _____
TELEPHONE (H): _____ (W): _____
EMAIL ADDRESS: _____

3. Sublease Information (if applicable):

NAME: _____
ADDRESS: _____
TELEPHONE (H): _____ (W): _____
EMAIL ADDRESS: _____

DRAFT
MASON'S PASSAGE HOMEOWNERS ASSOCIATION
ARCHITECTURAL MODIFICATION
REQUEST APPLICATION

In order to complete your request, the following four items must be reviewed and completed:

1. Owner Information:

NAME: _____
ADDRESS: _____
TELEPHONE (H): _____ (W): _____
EMAIL ADDRESS: _____

2. Owner Modification Request(s):

For **FENCE, DECK, PATIO, or STORAGE SHED (TEMPORARY BUILDING)** please attach the appropriate Express Form(s) to completed sections 1 and 3 of this request form.

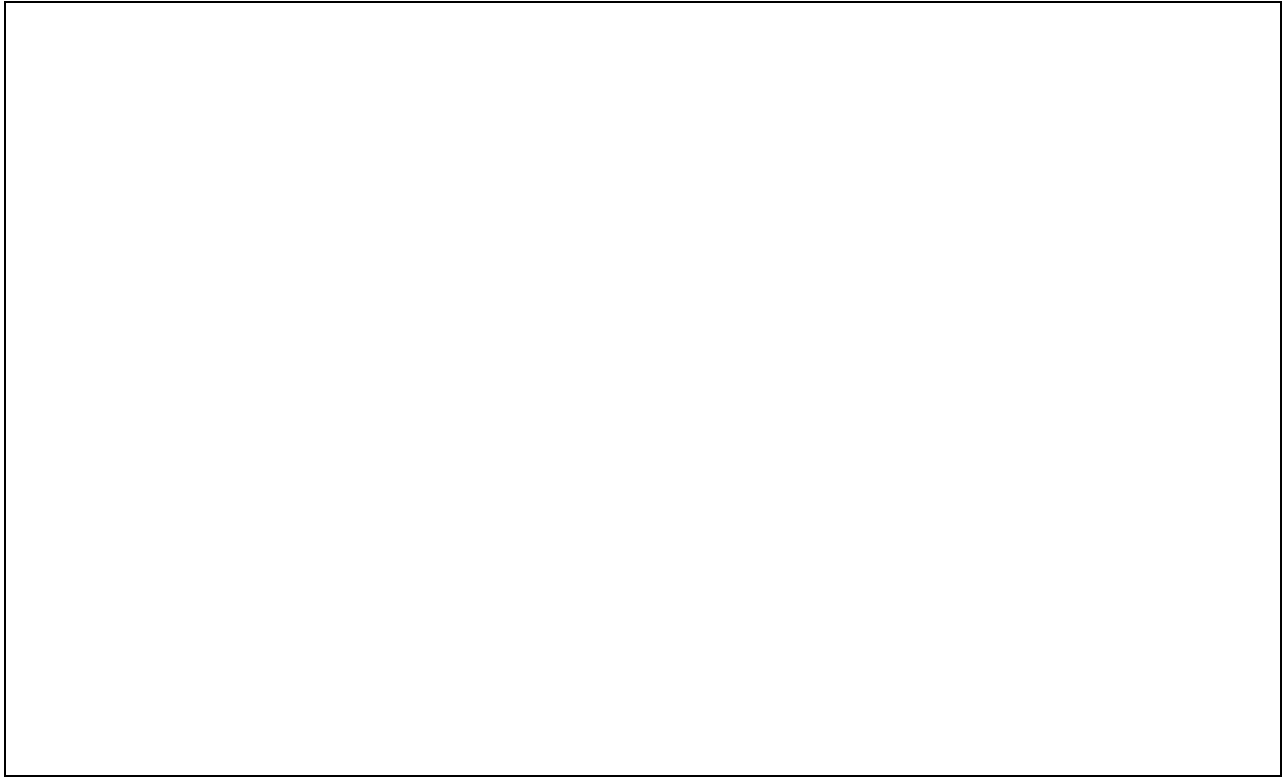
For **ALL OTHER REQUESTS** for additions or modifications, please complete sections 1 and 3 and provide the information requested in a through c (below).

In accordance with the Declaration of Covenants and Restrictions referred to in the Deed covering the property described above, I/We hereby apply for written consent to make the following modification(s) or addition(s) per the attached description.

a. Description: (If more space is needed, please attach a separate sheet.)

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b. Diagram: Sketch or photograph



c. Copy of Plat: Attach copy of plat, if appropriate, **indicating location of modification.**

3. Owner's Acknowledgement:

I/We understand that:

a. Material herein contained shall represent alterations that comply with the zoning and building codes of the City/County to which the above property is subject. Further, nothing herein contained shall be construed as a waiver or modification of such ordinances. The owner is responsible for obtaining the necessary building permits prior to commencement of construction.

b. No work shall commence until the owner has received written approval from the Architectural Control Committee. Any construction or exterior alteration before the approval of this application is not allowed. If alterations are made, I/we may be required to return the property to its former condition at my/our own expense, and I/we may be required to pay all legal expenses incurred.

c. Approval is contingent upon all work being completed in a workmanlike and professional manner.

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d. This request is subject to restrictions by the declaration and review process as established by the ACC. Any variation from the original application must be resubmitted for approval. A copy of this request will be returned to me/us after review by the ACC.

e. I/We acknowledge and agree that I/we will be solely liable for any claims, including without limitation, claims for property damage or personal injury, which result from the requested addition or modification. I/We accept responsibility for all maintenance, repair, and upkeep of said addition or modification.

Signature of Owner

Signature of Owner

Date: _____

Date: _____

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4. Send all completed forms to:

Mason's Passage Homeowners Association
c/o Armstrong Management Services
6074 Franconia Road
Alexandria, Virginia 22310
Telephone: 703.313.9359
Fax: 703.313.9502

Note:

FAILURE TO COMPLETE ALL REQUIRED SECTIONS WILL CAUSE THIS REQUEST TO BE RETURNED FOR COMPLETION.

Filing an Appeal:

The ACC tries to accommodate all homeowner requests; however, this is not always possible in each case because of the bylaws, Architectural Guidelines, and historical precedence set within the Community. If in the event your request is denied and/or approved conditionally, and you disagree with the decision that the ACC has rendered, you may file an appeal to the Mason's Passage Homeowners Association Board. Your appeal must be submitted in writing and explain why you think your request should be approved. Please include any additional information that may have been missing in the original request to the ACC. Please include a copy of your original request along with the decision letter. The appeal should be sent to address listed above.

Appeals must be made in writing within 10 calendar days after the postmarked date of the ACC decision.

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Deck Express Form

In accordance with the Declaration of Covenants, Conditions and Restrictions covering the property described on page one, I/We hereby apply for written consent to make the following modification(s) or addition(s) described below:

The Mason's Passage Homeowners Association Architectural Guidelines provide covenants approved criteria that are listed in the checklist below. Please initial agreement for each item or describe each request for deviation.

<u>Approved Criteria</u>	<u>Agree (Initial)</u>
Located in rear yard	_____
Scale compatible with house	_____
Level(s) (Select all that apply):	
- Ground Level	_____
- 1 st Floor	_____
Construction (Select all that apply):	
- Wooden Construction	_____
- Artificial (i.e.Trex) floor and/or rail (describe below)	_____
Stairway	_____
Lattice Screening	_____
Decorative Rail (describe below)	_____
Color (Select one):	
- Covenants approved stain color	_____
- No stain. Power wash and seal with clear sealant within one year	_____
Property line setback in accordance with Fairfax County Regulations	_____
Diagram attached to this form	_____
Owner Acknowledgment attached to this form	_____
A copy of plat attached to this form	_____
Pages 1-3 are attached to this form	_____

Describe any requested deviations from approved criteria:

DRAFT
**Storage Shed (Temporary Building)
Express Form**

In accordance with the Declaration of Covenants, Conditions and Restrictions referred to the property described on page one, I/We hereby apply for written consent to make the following modification(s) or addition(s) described below:

The Mason's Passage Homeowners Association Architectural Guidelines provide covenants approved criteria that are listed in the checklist below. Please initial agreement for each item or describe each request for deviation.

<u>Approved Criteria</u>	<u>Agree (Initial)</u>
Located in rear yard	_____
Located in fenced yard	_____
Scale compatible with location	_____
Proper landscape drainage maintained	_____
Height – no higher than seven (7) feet:	_____
Construction (Select all that apply):	
- Four sided, closed structure	_____
- Plastic (color compatible with house)	_____
- Siding (color compatible with house)	_____
- Solid wood (indicate finish below)	_____
- Shingled roof (shingles match house shingles)	_____
Not constructed of metal or particle board	_____
Diagram attached to this form	_____
Owner Acknowledgment attached to this form	_____
A copy of plat attached to this form	_____
Pages 1-3 are attached to this form	_____

Describe any requested deviations from approved criteria:
