

**PROPOSED AMENDMENTS TO THE DECLARATION FOR
LOFT RIDGE HOMEOWNERS ASSOCIATION, INC.**

B A L L O T

On the ballot itself, you will only see the proposed amendment, and not the provision as it is currently written in the Declaration. You will check the box for YES or NO under each proposed amendment, and then you will sign the entire ballot packet on the last page in front of a Notary. The new language to the current provision is **double underlined**.

The proposed amendments to the Declaration are as follows:

1. Proposed Amendment to Article II, Section 1(c) of the Declaration

Article II

Section 1. Property Rights, proposed amendment:

(c) The Association, through its Board of Directors, may make, amend and enforce reasonable rules and regulations governing the use of the Common Area and the operation and the administration of the Association, which rules and regulations shall be consistent with the rights and duties established by this Declaration, as well as rules and regulations governing the use of lots and conduct of members, residents, guests, tenants and invitees thereon. In addition, the Association through the Board of Directors, may assess charges against an owner for said owner's violation of any provision of this Declaration, Bylaws or rules and regulations of the Association (or the violation by owners' family, tenants, guests, residents or invitees), after notice and an opportunity for a hearing have been provided to the owner pursuant to applicable law.

YES _____ NO _____

Explanation: This amendment confirms the right of the Association to create rules and regulations governing the Common Area and individual Lots and to assess charges against owners who violate the rules, subject to certain due process rights under the law. The law currently provides that an association can assess \$50 per violation or \$10 per day (for up to 90 days) for continuing violations.

2. Proposed Amendment to Article VI, Section 11 of the Declaration:

Article VI

Section 11. Use Restrictions, proposed amendment:

Section 11. All Owners and occupants shall abide by this Declaration, the Bylaws and any rules and regulations adopted by the Association. In addition, the Association through the Board of Directors, may assess charges against an owner for said owner's violation of any provision of this Declaration, Bylaws or rules and regulations of the Association (or the violation by owners' family, tenants, guests, residents or invitees), after notice and an opportunity for a hearing have been provided to the owner pursuant to applicable law.

YES _____ NO _____

Explanation: This amendment confirms the right of the Association to create rules and regulations governing the Common Area and individual Lots and to assess charges against owners who violate the rules, subject to certain due process rights under the law. The law currently provides that an association can assess \$50 per violation or \$10 per day (for up to 90 days) for continuing violations. This amendment is parallel to the Amendment proposed for Article II, but adds congruity to the Declaration.

3. Proposed Amendment to Article IV, Section 1 of the Declaration:

Article IV

Section 1. Covenant for Maintenance Assessments, proposed amendment:

Section 1. Creation of the Lien and Personal Obligation of the Assessment. The Declarant, of each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, 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. The annual and special assessments, together with interest, costs, late fees, and reasonable attorneys' fees shall be a charge on the Lot (including all improvements thereon), and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, late fees, 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 assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

YES _____ NO _____

Explanation: This amendment confirms the right of the Association to assess late fee, along with other charges when assessments are not paid. The Association has the right to assess late fees under the Virginia Property Owners' Association Act, but amending the Declaration to include this right is preferable.

4. Proposed Amendment to Article IV, Section 8 of the Declaration:

Article IV

Section 8. Covenant for Maintenance Assessments, proposed amendment (additions are underlined):

Section 8. Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest within the due date at the maximum legal rate of interest allowed by law. Any assessment installment not paid within fourteen (14) days of the due date shall be considered late and bear a late fee of not less than \$10.00, or such other amount as may be established by the Board of Directors. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot (and all improvements thereon). 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.

YES _____ NO _____

Explanation: Along with the prior amendment, this amendment confirms the right of the Association to assess late fee, and establishes the parameters for doing so. No assessment payment is late until the fifteenth (15th) day of each assessment period, and the Board may in its discretion establish the amount of the late fee. Again, the Association has the right to assess late fees under the Virginia Property Owners' Association Act, but amending the Declaration to include this right and the specific authority the Board has related to it is preferable.

5. Proposed Amendment to Article VI, Section 6 of the Declaration:

Article VI

Section 6. Use Restrictions, proposed amendment:

Section 6. No motorized vehicle may be used or maintained on the yards or sidewalks of any Lot and no unlicensed vehicles are allowed on the Property. The Board of Directors shall have the right to tow any vehicle(s), the keeping or parking of which in the Common Area violates this Declaration, Bylaws, or any rules and regulations adopted pursuant thereto.

YES _____ NO _____

Explanation: The Board wishes to remove the 48 notice requirement as it is ambiguous and confusing. If a vehicle is parked in violation of the covenants, it is subject to towing immediately, especially if it also violates municipal and fire ordinances. The Association can certainly decide to allow the towing company to place warning stickers on vehicles for less serious infractions than, for example, parking in a fire lane or double-parking.

6. Proposed Amendment to Article VI, Section 10 of the Declaration:

Article VI

Section 10. Use Restrictions, proposed amendment:

Section 10. No radio receiving or transmitting antennae or external apparatus shall be installed on any Lot. Normal radio installations wholly within a building are excepted. Television satellite dishes in conformity with Federal guidelines are allowed.

YES _____ NO _____

Explanation: The Federal Communication Commission has adopted a specific set of guidelines related to television satellite dishes. Currently a satellite dish may be placed on a Lot if it measures 39 inches in diameter or less, and the Association may adopt some suggested rules related to its placement via resolution. Changing this provision allows the Association to keep current with Federal guidelines without having to repeatedly attempt to amend this provision or have it part of the covenants when unenforceable as written.

7. Proposed Amendment to Article X, Section 3 of the Declaration:

Article X

Section 3. General Provisions, proposed amendment:

Section 3. Duration and Amendment. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of the Declaration shall run with and bind the land for a period 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 with the approval of not less than sixty-seven percent (67%) of the Lots. Any amendment must be recorded.

YES _____

NO _____

Explanation: The proposed amendment will remove the requirement for signatures and notarization and, while keeping a majority, will make it easier for amendments to be passed.

**PROPOSED AMENDMENTS TO THE DECLARATION FOR
LOFT RIDGE HOMEOWNERS ASSOCIATION, INC.**

S I G N A T U R E P A G E

Owner signature: _____

Owner signature: _____

Address: _____

STATE/Commonwealth of _____

CITY/COUNTY OF _____

On this ____ day of _____, 20____, before me, the undersigned, personally appeared

_____(owner(s)
name(s)) known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public
#: _____

My Commission Expires: _____