

# *A Call For Votes*

**[Insert Emblem]**

**The Sugarland Run Homeowners Association Board of Directors is pleased to announce that it has finalized the proposed Amendments to Association's Declarations. We want all owners to approve: 67% of the Sugarland Run Community homeowners are needed.**



## **Dear Sugarland Run Owner:**

In its continuing effort to improve our community, the Sugarland Run Homeowners Association Board of Directors is pleased to announce that the first phase of a year-long project to review the Association's Declarations has been completed.

Sugarland Run has been operating under the Declarations originally provided by the Developer since the early 1970's. Times have changed which has required modernization of the Declarations

Every ten years, the percentage of Owners required to approve of amendments decreases from 75% of the Owners to 67%. We are taking advantage of this window of opportunity to amend the Declarations to empower the community by updating certain provisions now and enabling the community to use modern technology and a lower voting requirement to make additional changes in the future. The two changes we are asking you to approve now are small but important changes that will allow better management of the community.

After reviewing the Declarations and consideration of the valuable input of community members over several "Town Hall" meetings, the Board is proposing the following amendments.

### **Summary of Proposed Amendments:**

The first amendments would allow Sugarland Run to conduct business and obtain member votes using secure electronic means. In addition to the traditional written format, Sugarland Run will have the opportunity to use technology such as email, apps, video/audio conferencing, online voting tools, as well as future technologies, for communicating with residents and conducting annual, special and regular meetings of members and of the Board in addition to polls, surveys, and more.

The second amendment would lower the voting requirement needed to amend the Declarations to 51% Sugarland Run has three Declarations so in order to lower the percentage required to adopt an amendment, two similar documents must be signed by the Owners. A lower voting percentage requirement will better empower the community to make future amendments and adapt to changes over the long-term.

We need your support to approve these amendments. This is a time-sensitive matter. Please mail in or drop off at the community office mailbox your two original

## **Estimado propietario de Sugarland Run:**

En su continuo esfuerzo por mejorar nuestra comunidad, la Junta Directiva de la Asociación de Propietarios de Sugarland Run se complace en anunciar que se ha completado la primera fase de un proyecto de un año para revisar las Declaraciones de la Asociación.

Sugarland Run ha estado operando bajo las Declaraciones originalmente proporcionadas por el Desarrollador desde principios de la década de 1970. Los tiempos han cambiado lo que ha requerido la modernización de las Declaraciones. Cada diez años, el porcentaje de propietarios requeridos para aprobar las modificaciones disminuye del 75% de los propietarios al 67%. Estamos aprovechando esta oportunidad para enmendar las Declaraciones para empoderar a la comunidad actualizando ciertas disposiciones ahora y permitiendo que la comunidad use tecnología moderna y un requisito de voto más bajo para realizar cambios adicionales en el futuro. Los dos cambios que le pedimos que apruebe ahora son cambios pequeños pero importantes que permitirán una mejor gestión de la comunidad.

Después de revisar las Declaraciones y considerar las valiosas aportaciones de los miembros de la comunidad durante varias reuniones del "Ayuntamiento", la Junta propone las siguientes enmiendas.

### **Resumen de enmiendas propuestas:**

Las primeras enmiendas permitirían a Sugarland Run realizar negocios y obtener votos de los miembros utilizando medios electrónicos seguros. Además del formato escrito tradicional, Sugarland Run tendrá la oportunidad de utilizar tecnología como correo electrónico, aplicaciones, conferencias de video / audio, herramientas de votación en línea, así como tecnologías futuras, para comunicarse con los residentes y realizar reuniones anuales, especiales y regulares. de miembros y de la Junta, además de encuestas, sondeos y más.

La segunda enmienda reduciría el requisito de voto necesario para enmendar las Declaraciones al 51% Sugarland Run tiene tres Declaraciones, por lo que para reducir el porcentaje requerido para adoptar una enmienda, los propietarios deben firmar dos documentos similares. Un requisito de porcentaje de votación más bajo empoderará mejor a la comunidad para realizar enmiendas futuras y adaptarse a los cambios a largo plazo.

Necesitamos su apoyo para aprobar estas enmiendas. Este es un asunto urgente. Envíe por correo o deje en el buzón de la oficina comunitaria sus dos.

Declaration Amendments Ratification Forms (signature page only) included in this package ASAP! Thank you for your comments and overall support in making Sugarland Run a wonderful place to live. If you have any questions (se habla español), please contact our General Manager, Gabriela Garza at (703) 430-4500 or [manager@srhoa.com](mailto:manager@srhoa.com).

Sincerely,  
Sugarland Run Homeowners Association, Inc. Board of Directors.

Formularios de ratificación de las enmiendas de la declaración (página de firma solamente) incluidos en este paquete lo antes posible. Gracias por sus comentarios y apoyo general para hacer de Sugarland Run un lugar maravilloso para vivir. Si tiene alguna pregunta (se habla español), comuníquese con nuestra Gerente General, Gabriela Garza al (703) 430-4500 o [manager@srhoa.com](mailto:manager@srhoa.com).

Sinceramente,

Junta de Directores de Sugarland Run Homeowners Association, Inc.

**DECLARATION AMENDMENTS RATIFICATION FORM**

**WRITTEN AGREEMENT OF OWNERS APPROVING AMENDMENTS TO THE  
DECLARATION OF SUGARLAND RUN HOMEOWNERS ASSOCIATION, INC.**

The undersigned Owners of the Lots set forth below, being members of the Sugarland Run Homeowners Association, Inc., hereby agree to the adoption of the following Amendments to the Declaration of Sugarland Run Homeowners Association, Inc., the original of which is recorded in Book 524 at Page 140, *et seq.* among the land records of Loudoun County, Virginia.

[Added language shown below as italicized (example: *italicized*): deleted language is shown as stricken (example: ~~stricken~~)

**I. Article I, Section 1 of the Declaration (recorded beginning in Book 524 at Page 140) shall be amended by adding the italicized language shown below (example):**

*(n) "Declarations" shall mean and refer to the Declaration (recorded in the Land Records of Loudoun County, Virginia, beginning in Book 524 at Page 140), the Declaration of Covenants, Conditions and Restrictions (recorded in the Land Records of Loudoun County, Virginia, beginning in Book 524 at Page 163) and the Declaration of Covenants, Conditions and Restrictions (recorded in the Land Records of Loudoun County, Virginia, beginning in Book 524 at Page 414).*

**II. Article II of the Declaration (recorded beginning in Book 524 at Page 140) shall be amended by adding the italicized language shown below:**

*Section 3. Electronic Voting.*

*(a) Notwithstanding any other provision of this Declaration, the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 163), the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 414), the Bylaws of Sugarland Run Homeowners Association, Inc. and the Articles of Incorporation of Sugarland Run Homeowners Association, Inc., the Board of Directors may, by Resolution, authorize obtaining the agreement of the members or the votes of the members, by mail, electronically or by other equivalent means and outside of a meeting, in accordance with the requirements set forth in the Virginia Property Owners' Association Act, as may be amended, on the following matters:*

- (1) voting by Owners on any matter for which agreement of the Members is required pursuant to the Declaration (recorded beginning in Book 524 at Page 140), Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 163), Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 414), the Bylaws of Sugarland Run Homeowners Association, Inc. and the*

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*Articles of Incorporation of Sugarland Run Homeowners Association, Inc.; and/or*

- (2) voting by Owners to amend the Bylaws or Articles of Incorporation; and/or*
- (3) voting by Owners to elect Directors; and/or*
- (4) the electronic transmission of a proxy form, pursuant to Section 13.1-847 and Section 13.1-848 of the Virginia Nonstock Corporation Act.*

*(b) A Member voting by mail or electronically before the meeting shall be deemed present at such meeting for quorum purposes.*

*(c) The Board of Directors may establish such reasonable procedures with regard to obtaining agreement and/or votes by mail or electronically as it sees fit. However, if any Member does not have the capability or desire to conduct business using electronic transmission, the Board of Directors shall make reasonable accommodation, at its expense, for such Member to vote without use of such electronic means.*

*(d) the mail in ballot or proxy, electronic transmission or vote by the Owners shall either set forth or be submitted with such information from which it can be reasonably determined that the electronic transmission or vote was authorized and further comply with Section 4 (Use of Technology) set forth below.*

### **Section 4. Use of Technology.**

*(a) Notwithstanding any other provision of this Declaration, the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 163), the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 414), the Bylaws of Sugarland Run Homeowners Association, Inc. and the Articles of Incorporation of Sugarland Run Homeowners Association, Inc., (i) any notice required to be sent or received or (ii) any signature, vote, agreement, consent, or approval required to be obtained or any provision of the Virginia Property Owners' Association Act may be accomplished using the most advanced technology available at that time if such use is a generally accepted business practice. This Section shall govern the use of technology in implementing the provisions of this Declaration, the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 163), the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 414), the Bylaws of Sugarland Run Homeowners Association, Inc. and the Articles of Incorporation of Sugarland Run Homeowners Association, Inc. or any provision of the Property Owners' Associations Act dealing with notices, signatures, votes, consents, agreements or approvals.*

*(b) Electronic transmissions and other equivalent methods. The Association, Owners, and those entitled to occupy a Lot, may perform any obligation or exercise any right*



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*under this Declaration, the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 163), the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 414), the Bylaws of Sugarland Run Homeowners Association, Inc. and the Articles of Incorporation of Sugarland Run Homeowners Association, Inc. or any provision the Virginia Property Owners' Association Act by use of any technological means providing sufficient security, reliability, identification, and verifiability as determined in the sole discretion of the Board of Directors. Acceptable technological means shall include, without limitation, electronic transmission over the Internet, or the community or other network, whether by direct communication, Intranet, telecopies, or electronic mail.*

*(c) Signature requirements. An electronic signature meeting the requirements of applicable law shall satisfy any requirement for a signature under any this Declaration, the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 163), the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 414), the Bylaws of Sugarland Run Homeowners Association, Inc. and the Articles of Incorporation of Sugarland Run Homeowners Association, Inc. or any provision the Virginia Property Owners' Association Act.*

*(d) Acknowledgement not required. Subject to other provisions of law, no action required or permitted by this Declaration, the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 163), the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 414), the Bylaws of Sugarland Run Homeowners Association, Inc. and the Articles of Incorporation of Sugarland Run Homeowners Association, Inc. or any provision the Virginia Property Owners' Association Act, need be acknowledged before a notary public if the identity and signature of each person can otherwise be authenticated to the satisfaction of the Board of Directors.*

*(e) This Section shall not apply to (i) any documents that must be recorded in the public land records that require an original signature and (2) any notice related to an enforcement action by the Association, an assessment lien, or foreclosure proceedings in enforcement of an assessment lien.*

### Section 5. Remote Participation in Annual or Special Meeting of Members.

*(a) Notwithstanding any other provision of this Declaration, the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 163), the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 414), the Bylaws of Sugarland Run Homeowners Association, Inc. and the Articles of Incorporation of Sugarland Run Homeowners Association, Inc., the Owners may participate in any meeting of members by means of remote consideration to the extent the board of directors authorizes such participation of the members.*

## **DECLARATION AMENDMENTS RATIFICATION FORM**

*(b) The board of directors may determine that any meeting of the members shall not be held in a physical place and shall instead be held solely by means of remote communication in conformity with § 13.1-844.2 of the Virginia Nonstock Corporation Act. Owners participating in a members' meeting by remote communication shall be deemed present and may vote at such a meeting if the Association has implemented reasonable measures to: Verify that each person participating is an Owner or an Owner's proxy; and provide such Owners a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Owners, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings.*

*(c) The Board of Directors may establish such reasonable procedures regarding obtaining agreement and/or votes remotely as it sees fit. However, if any Member does not have the capability or desire to conduct business remotely, the Board of Directors shall make reasonable accommodation, at its expense, for such Member to vote without use of such remote means.*

*(d) The fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held shall be stated in the minutes of the Annual or Special Meeting of Members.*

### **Section 6. Remote Participation in Regular or Special Board Meeting.**

*(a) Notwithstanding any other provision of this Declaration, the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 163), the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 414), the Bylaws of Sugarland Run Homeowners Association, Inc., the Articles of Incorporation of Sugarland Run Homeowners Association, Inc. and the Virginia Property Owners' Association Act or the Virginia Nonstock Corporation Act, the Board of Directors may in its discretion conduct remote Regular Meetings, Special Meeting and Work Sessions.*

*(b) The Board of Directors may not meet in person and Members may be unable to attend a remote meeting in person. The Association will inform Members when the Board meeting is taking place and instruct Members on how to participate in the remote board meeting by teleconference or other electronic means. The Association shall give notice to the Members pursuant to this Declaration contemporaneously with the notice provided to the Board of Directors.*

*(c) The Association shall make arrangements for Member access to any meeting of the Board of Directors through electronic means, including to the extent practicable, videoconferencing technology.*

*(d) Except for those portions of the Board meeting conducted in executive session under the Virginia Property Owners' Association Act, remote meetings of the Board of Directors shall be open for Members to monitor by phone or other electronic means. In compliance with the Virginia Property Owners' Association Act, the Board will continue to hold*

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*the owners' forum in permitting Members to comment on matters relating to the Association, or in the case of a Special Meeting, comment on matters listed on the meeting agenda. The Board of Directors may adopt procedures regarding the length of the forum, establishing a time limit for each Member and times during the meeting when a Member may be able to comment. A Member must be recognized by the presiding officer at the Board meeting before being provided an opportunity to comment.*

*(e) This provision for the conduct of remote meetings shall apply to all committees, subcommittees and task forces of the Board.*

*(f) The fact that the meeting was held by electronic communication means, and the type of electronic communication means by which the meeting was held shall be stated in the minutes of the Board of Directors.*

**III. Article X, GENERAL PROVISIONS, of the Declaration (recorded beginning in Book 524 at Page 140) shall be amended by adding the italicized language shown below (*example*) and striking the language shown below as stricken (~~example~~):**

Section 1. Duration and Amendment. The covenants and restrictions of this Declaration run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot or Multifamily Structure subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded; after which time said covenants shall be automatically extended, ~~for successive periods of ten (10) years each unless an instrument signed by Owners holding not less than two thirds (2/3) of the votes of the membership has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.~~ Unless specifically prohibited herein, this Declaration may be amended by an instrument signed by Owners holding not less than Ninety percent (90%) of the votes of the membership at any time until the end of the initial twenty (20) year term of this Deed and thereafter by ~~an instrument signed by~~ *agreement of* the Owners holding not less than ~~seventy five~~ *fifty one* percent (~~75%~~) (*51%*) of the votes of the membership. *Such agreement may be obtained by any of the following methods (or any combination thereof): (i) the signatures of the Lot Owners, which need not be acknowledged before a notary public, or (ii) by electronic means in accordance with procedures adopted by the Board of Directors which are consistent with the requirements of Virginia statutory law as the same may be amended from time to time. Written notice of the proposed amendment shall be provided to every Owner at least ninety (90) days in advance of any action taken, pursuant to Article II, Section 4 of this Declaration. Any amendment becomes effective upon its proper recording with a certification of the President that the requirements of this Section regarding the agreement of Members have been met.*

**DECLARATION AMENDMENTS RATIFICATION FORM**

THE UNDERSIGNED HEREBY AGREE(S) TO THE ADOPTION OF THESE AMENDMENTS TO THE DECLARATION OF SUGARLAND RUN HOMEOWNERS ASSOCIATION, INC., THE ORIGINAL OF WHICH IS RECORDED IN BOOK 524 AT PAGE 140, *ET SEQ.* AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA

**(Note: ALL owners of a Lot must sign for the Lot to be counted)**

Signature of Owner	Date	Signature of Owner (if any)	Date
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Owner's Name Printed	Owner's Name Printed (if any)
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Signature of Owner	Date	Signature of Owner (if any)	Date
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Owner's Name Printed	Owner's Name Printed (if any)
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Property Address: \_\_\_\_\_

## DECLARATION AMENDMENTS RATIFICATION FORM

### WRITTEN AGREEMENT OF OWNERS APPROVING AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUGARLAND RUN HOMEOWNERS ASSOCIATION, INC.

The undersigned Owners of the Lots set forth below, being members of the Sugarland Run Homeowners Association, Inc., hereby agree to the adoption of the following Amendments to the Declaration of Covenants, Conditions and Restrictions of Sugarland Run Homeowners Association, Inc., the originals of which are recorded beginning in Book 524 at Page 163, *et seq.* and in Book 524 at Page 414, *et seq.* both among the land records of Loudoun County, Virginia.

[Added language shown below as italicized (example: *italicized*): deleted language is shown as stricken (example: ~~stricken~~)

**I. Paragraph numbered 10, DURATION, of the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 163) and paragraph numbered 10, DURATION, of the Declaration of Covenants, Conditions and Restrictions (recorded beginning in Book 524 at Page 414) shall be amended by adding the italicized language shown below (*example*) and striking the language shown below as stricken (~~example~~):**

The Restrictions contained in this Declaration shall run with and bind the Property, shall inure to the benefit of and shall be enforceable by BCBC, and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded; after which time said covenants shall be automatically extended ~~for successive periods of ten years. The Declaration may not be amended in any respect [except with regard to the annexation of additional properties as set forth in Section 1 (b) hereof] except by the execution of an instrument signed by not less than seventy five percent (75%) of the Owners of the Lots, which instrument shall be filed for recording among the Land Records of Loudoun County, Virginia, or in such other place of recording as may be appropriate at the time of the execution of such instrument, provided that any amendment made prior to December 31, 1975 shall require written approval of BCBC.~~ After twenty (20) years from the date this Declaration is recorded, this Declaration may be amended and/or terminated in its entirety by an instrument signed by *agreement of not less than sixty seven fifty one percent (67%) (51%)* of the Owners of the Lots, ~~which instrument shall be filed for recording among the Land Records of Loudoun County, Virginia, or in such other place of recording as may be appropriate at the time of execution of such instrument.~~ *Such agreement may be obtained by any of the following methods (or any combination thereof): (i) the signatures of the Lot Owners, which need not be acknowledged before a notary public, or (ii) by electronic means, or other means, in accordance with procedures adopted by the Board of Directors which are consistent with the requirements of Virginia statutory law as the same may be amended from time to time. Written notice of the proposed amendment shall be provided to every Owner at least ninety (90) days in advance of any action taken, pursuant to Article II, Section 3 and 4 of the Declaration (recorded beginning in Book 524 at Page 140). Any amendment becomes effective upon its proper recording*

**DECLARATION AMENDMENTS RATIFICATION FORM**

*with a certification of the President that the requirements of this Section regarding the agreement of Members have been met.*

**DECLARATION AMENDMENTS RATIFICATION FORM**

THE UNDERSIGNED HEREBY AGREE(S) TO THE ADOPTION OF THESE AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUGARLAND RUN HOMEOWNERS ASSOCIATION, INC., THE ORIGINALS OF WHICH ARE RECORDED BEGINNING IN BOOK 524 AT PAGE 163, *ET SEQ.* AND IN BOOK 524 AT PAGE 414, *ET SEQ.* BOTH AMONG THE LAND RECORDS OF LOUDOUN COUNTY, VIRGINIA

**(Note: ALL owners of a Lot must sign for the Lot to be counted)**

Signature of Owner	Date	Signature of Owner (if any)	Date
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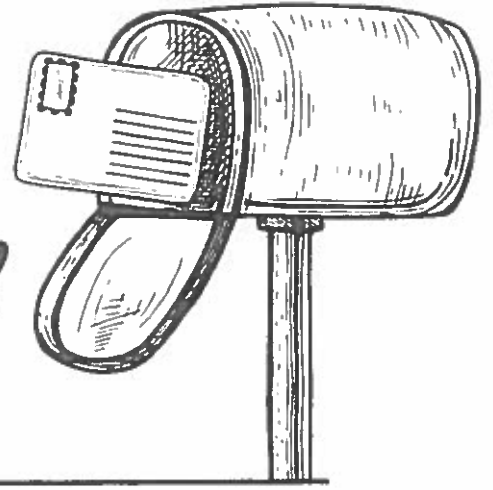
Owner's Name Printed	Owner's Name Printed (if any)
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Signature of Owner	Date	Signature of Owner (if any)	Date
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Owner's Name Printed	Owner's Name Printed (if any)
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Property Address: \_\_\_\_\_

# READ before mailing!



**ALL OWNERS & HEIRS** must sign individually. No signature can represent another's; if they have ownership, they must sign.

**PROPERTY IN TRUST?** All Trustees of a Trust must sign.  
(i.e. "Mary Jones, Trustee")

**LLC or CORPORATION?** If owner is an LLC or Corporation, the President or Managing Member must sign.  
(i.e. "Mary Jones, President" or "Mary Jones, Managing Member")

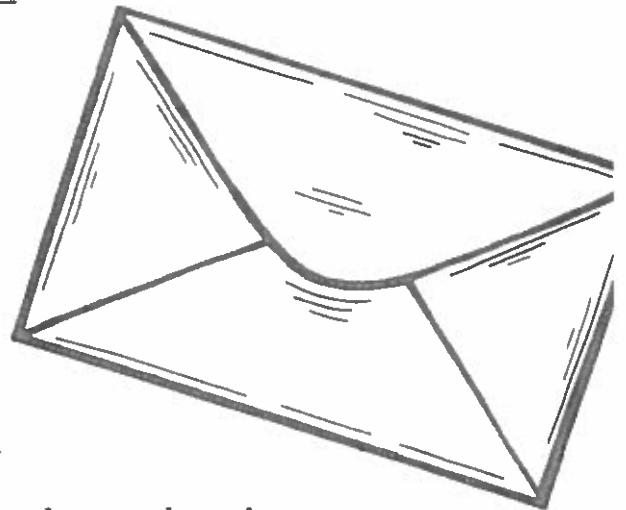
**SIGN BOTH FORMS** there are two separate forms that must be signed, please return both forms signed!

**PRINT NAME** clearly under signature.

**PROPERTY ADDRESS** refers only to the Sugarland Run property address.

**USE ONLY** blue or black ink pen.

**MAIL OR DROPOFF** at the community office mailbox all pages with signatures in the enclosed pre-addressed envelope.





# Leer antes de enviar

**Todos los propietarios y herederos** deben firmar individualmente. Ninguna firma puede representar la de otro; si tienen propiedad, deben firmar

**¿Propiedad en fideicomiso?** Todos los fideicomisarios de un fideicomiso deben firmar (es decir, "Mary Jones, fideicomisaria")

**LLC o Corporación?** si el propietario es una LLC o una corporación, el presidente o miembro gerente debe firmar (es decir, Mary Jones, presidente "o" Mary Jones, miembro gerente ")

**Firme ambos formularios** hay dos formularios separados que deben ser firmados, por favor devuelva ambos formularios firmados.

**Nombre en letra de imprenta claramente** debajo de la firma

**La dirección de la propiedad** se refiere solo a la dirección de la propiedad Sugarland Run

**Utilice solo bolígrafo de tinta azul o negra**

**Envíe por correo o entregue en el buzón de la oficina** del centro comunitario todas las páginas con firmas en el sobre adjunto con la dirección