

**STRATHMEADE SQUARE COMMUNITY ASSOCIATION, INC.
AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

VOTING/RATIFICATION FORM

Declaration Amendment #1

Description: The proposed amendment would restore the Board's ability to impose monetary penalties against an Owner when an Owner, their tenant, or the Owner's or tenant's family members, guests, or other invitees fail to comply with the terms of the Declaration, Bylaws, and rules and regulations of the Association. Before a court decision in 2011 that applied only to Fairfax County, it was understood that homeowners' associations could impose such charges if they were permitted by the association's by-laws, as they still can outside Fairfax County. This amendment to the Declaration would restore that authority in Strathmeade Square. Before imposing any charges, the Owner would be afforded notice and a hearing before the Board or other committee as required under Section 55.1-1819 of the Virginia Property Owners Association Act. The Property Owner's Association Act currently limits violation charges to \$50.00 for a single violation or \$10.00 per day for a continuing violation, for a maximum of 90 days.

Please indicate your vote after the proposed amendment by marking the appropriate box on the back of this page:

Add the following sentence to the end of Article X, Section 1 (Enforcement) of the Declaration:

Furthermore, the failure of an Owner or their tenant or such Owner's or tenant's family members, guests, or other invitees to comply with any terms of the Declaration, the Bylaws, or rules and regulations of the Association shall subject the Owner to other penalties that may be established by resolution of the Board of Directors, including without limitation, the imposition of monetary penalties in accordance with the Virginia Property Owners Association Act. Such charges will be treated as an assessment and collectible as such.

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[VOTE AND RATIFICATION APPEARS ON FOLLOWING PAGE]

- FOR** Declaration Amendment #1.
- AGAINST** Declaration Amendment #1.

I/We, the undersigned owner(s) of a Lot within the Strathmeade Square Community Association having an address of _____ hereby vote as detailed above on Declaration Amendment #1 to the Amended Declaration of Covenants, Conditions and Restrictions.

I/We the signatories below are duly authorized to execute this ratification form on behalf of the above-referenced Lot.

ALL LOT OWNERS FOR THE LOT MUST SIGN AND DATE BELOW.

Date

Signature

Print Name

Date

Signature

Print Name

Please return this completed signed and dated form by email to kbuck@reesbroome.com or via mail or hand delivery to:

Strathmeade Square Community Association
c/o Rees Broome, P.C.
Attention: Kristen Buck, Esq.
1900 Gallows Rd., Ste. 700
Tysons Corner, VA 22182

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AMENDMENT TO THE AMENDED DECLARATION OF COVENANTS,
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VOTING/RATIFICATION FORM

Declaration Amendment #2

Description: The amendment proposed below is designed to clarify what the Board will consider “satisfactory” maintenance and what might constitute noxious or offensive activity. Article VIII of the Declaration requires an Owner to maintain their premises and the improvements in a manner satisfactory to the Board of Directors and, in the event the Owner fails to do so, the Board is authorized to exercise self-help to repair, maintain, and restore the Lot at the cost of the Owner. And, Article IX, Paragraph 4 prohibits noxious and offensive activity on the Property.

Please indicate your vote after the proposed amendment by marking the appropriate box on the back of this page:

Amend Article IX, Paragraph 4 (Use Restrictions) of the Declaration to add the following paragraph:

The Board of Directors shall have the power to adopt, amend and repeal rules and regulations restricting and regulating the use and enjoyment of the Properties or of any portion thereof and the actions of the Owners and occupants which affect the Properties. Additionally, each Owner shall provide for the upkeep of their Lot to include the grounds, landscaping, improvements, and structures thereon, which shall be kept in good order, condition, and repair and in a clean and sanitary manner. The term ‘upkeep’ includes, without limitation, maintenance, repair, repainting, restoration, renovation, replacement, and reconstruction. All upkeep shall be performed pursuant to the standards set forth in any rules and regulations adopted by the Board of Directors.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

[VOTE AND RATIFICATION APPEARS ON FOLLOWING PAGE]

- FOR** Declaration Amendment #2.
- AGAINST** Declaration Amendment #2.

I/We, the undersigned owner(s) of a Lot within the Strathmeade Square Community Association having an address of _____ hereby vote as detailed above on Declaration Amendment #2 to the Amended Declaration of Covenants, Conditions and Restrictions.

I/We the signatories below are duly authorized to execute this ratification form on behalf of the above-referenced Lot.

ALL LOT OWNERS FOR THE LOT MUST SIGN AND DATE BELOW.

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Signature

Print Name

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VOTING/RATIFICATION FORM

Declaration Amendment #3

Description: The proposed amendment is designed to enhance the Board’s authority over architectural control to promote a more uniform appearance throughout the community.

Please indicate your vote after the proposed amendment by marking the appropriate box on the back of this page:

Amend Article VII (Architectural Control) of the Declaration as set forth below. Deleted words are indicated by a ~~strike through~~ and new words are underlined.

No ~~building, fence, wall, or other~~ structure, whether temporary or permanent in nature, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein or change of grade in or to any Lot be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. The term ‘structure’ includes, without limitation, any building or portion thereof, wall, deck, patio, porch, shed, storage container, lighting, doghouse, coop, birdbath, sign, play and sports equipment, greenhouse, skylight, solar panel, electric vehicle charging station, weathervane, light fixture, fence, pool, pond, fountain, pavement, driveway, statute, flagpole, or appurtenances to any of the aforementioned. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with; provided, however, that the structure, design or location are not prohibited by the Declaration or rules and regulations adopted by the Board. In such cases, no disapproval is needed. Any exterior improvement, addition, change, or alteration made without application to, and approval of, the Board of Directors, or its designated committee, shall be deemed to be in violation of the Declaration and may be required by the Board to be restored to its original condition at the offending Owner’s sole cost and expense.

[VOTE AND RATIFICATION APPEARS ON FOLLOWING PAGE]

- FOR** Declaration Amendment #3.
- AGAINST** Declaration Amendment #3.

I/We, the undersigned owner(s) of a Lot within the Strathmeade Square Community Association having an address of _____ hereby vote as detailed above on Declaration Amendment #3 to the Amended Declaration of Covenants, Conditions and Restrictions.

I/We the signatories below are duly authorized to execute this ratification form on behalf of the above-referenced Lot.

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VOTING/RATIFICATION FORM

Declaration Amendment #4

Description: The proposed amendment will prohibit a short-term rental unless approved by the Board and grant additional authority to regulate the leasing and rental of property.

The proposed amendment is designed to enhance the Board's authority to regulate leasing. Currently, under Section 55.1-1806 of the Virginia Property Owners Association Act, the Board may require an Owner who leases their property to provide the Association with (i) the names and contact information of and vehicle information for the tenants and authorized occupants under such lease and (ii) the name and contact information of any authorized agent of the Owner. The Association may also require the Owner to provide the Association with the tenant's acknowledgment of and consent to any rules and regulations of the Association and the Association may impose certain charges.

Please indicate your vote after the proposed amendment by marking the appropriate box on the back of this page:

Amend Article IX (Use Restrictions) of the Declaration to add the following new Paragraph 15.

Unless expressly authorized in writing by the Board of Directors, no Owner's dwelling or portion thereof shall be used or occupied for revolving use, transient or hotel purposes, any type of short-term lodging, or other arrangement that would entail daily, weekly, monthly, or other type of revolving or periodic occupancy (collectively, "Short-Term Rentals"). No portion of any dwelling other than the entire dwelling shall be leased or rented; provided, however, that a reasonable number of roommates is permitted so long as the number of occupants complies with the occupancy standards set forth by Fairfax County for a single-family dwelling. All leases and rental agreements must be in writing and shall provide that failure of the occupants to comply with the Declaration, Bylaws, rules, and regulations of the Association shall constitute a default of the lease or rental agreement. Except for Short-Term Rentals authorized in writing by the Board, leases and rental agreements shall be for an initial term of not less than six (6) months. The Board of Directors may create and require the use of a standardized lease form by Owners and promulgate additional rules governing the leasing and rental of property including, without limitation, rules governing Short-Term Rentals. Notwithstanding the foregoing, the provisions of this Paragraph 15 shall not apply to a mortgagee in possession of a Lot as a result of such mortgagee's foreclosure, judicial sale, or a proceeding in lieu of foreclosure.

[VOTE AND RATIFICATION APPEARS ON FOLLOWING PAGE]

- FOR** Declaration Amendment #4.
- AGAINST** Declaration Amendment #4.

I/We, the undersigned owner(s) of a Lot within the Strathmeade Square Community Association having an address of _____ hereby vote as detailed above on Declaration Amendment #4 to the Amended Declaration of Covenants, Conditions and Restrictions.

I/We the signatories below are duly authorized to execute this ratification form on behalf of the above-referenced Lot.

ALL LOT OWNERS FOR THE LOT MUST SIGN AND DATE BELOW.

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Signature

Print Name

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Signature

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VOTING/RATIFICATION FORM

Declaration Amendment #5

Description: The proposed amendment is designed to enhance the Board's authority to regulate the use of the property for a home-based business by allowing a home office or business with certain restrictions relative to equipment, signs, parking, etc. Currently, Section 55.1-1821 of the Virginia Property Owners Association Act provides that except to the extent the declaration provides otherwise, no association shall prohibit any lot owner from operating a home-based business within his personal residence. The Association may, however, establish (i) reasonable restrictions as to the time, place, and manner of the operation of a home-based business and (ii) reasonable restrictions as to the size, place, duration, and manner of the placement or display of any signs on the Owner's Lot related to such home-based business. Any home-based business shall comply with all applicable local ordinances.

Please indicate your vote after the proposed amendment by marking the appropriate box on the back of this page:

Amend Article IX, Paragraph 1 (Use Restrictions) of the Declaration to add the following paragraph.

No Lot shall be used for any business, commercial, manufacturing, mercantile, storage, sales, or other similar purpose; provided, however, that an Owner may maintain an office or home business in the dwelling located on such Owner's Lot if: (i) such office or home business is operated by a member of the Owner's household residing on the Lot; (ii) there are no displays or signs indicating that the Lot is being used other than as a residence; (iii) such office or home based business does not generate significant traffic or parking usage (as determined by the Board) by clients, customers, or other persons related to the business; (iv) no equipment or other items related to the business are stored, parked, or otherwise kept on the Lot or Properties outside of an enclosure approved by the Board or its designated committee; (v) such Owner or occupant has obtained the required approvals, insurance, and licenses for such use from the appropriate local governmental agency; and (vi) the activity is consistent with the residential nature of the Properties and complies with all laws, ordinances, and regulations governing the Property. As a condition to such use, the Board may require the Owner to pay an increase in the rate of insurance, trash removal, utilities, or other costs of the Association which may result from such use.

[VOTE AND RATIFICATION APPEARS ON FOLLOWING PAGE]

- FOR** Declaration Amendment #5.
- AGAINST** Declaration Amendment #5.

I/We, the undersigned owner(s) of a Lot within the Strathmeade Square Community Association having an address of _____ hereby vote as detailed above on Declaration Amendment #5 to the Amended Declaration of Covenants, Conditions and Restrictions.

I/We the signatories below are duly authorized to execute this ratification form on behalf of the above-referenced Lot.

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VOTING/RATIFICATION FORM

Declaration Amendment #6

Description: The proposed amendment is designed to enhance the Board's collection authority when an Owner fails to make a timely payment by clarifying that a late fee may be charged if payment is not made within 30 days. Section 55.1-1824 of the Virginia Property Owners Association Act allows a Board to impose a late fee up to 5% for any assessment or installment not paid within 60 days of the due date. However, the Board is seeking to amend the Declaration to allow the Board to set a reasonable late fee for any installment not paid within thirty (30) days of the due date. Additionally, the Declaration allows the Board to set the due date of the annual assessment, so the Board currently has the authority to accelerate the annual assessment when an Owner defaults in the payment of any installment. The amendment would simply reiterate this power. The Declaration also provides for interest to accrue at 12% per annum so the Declaration would be amended to follow the provisions in the Bylaws.

Please indicate your vote after the proposed amendment by marking the appropriate box on the back of this page:

Amend Article V, Section 8 (Effect of Nonpayment of Assessments: Remedies of the Association) of the Declaration as set forth below. Deleted words are indicated by a ~~strike through~~ and new words are underlined.

Any assessments which are not paid when due shall be delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at ~~a rate specified in the Bylaws~~ the rate of 12% per annum, and the Association may impose a late fee in the amount of twenty-five dollars (\$25.00) or such other amount determined by resolution of the Board; file a lien against the property on which an assessment is delinquent and may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. If an assessment against an Owner is payable in installments, upon default of the Owner in the timely payment of any one installment, the maturity of the remaining installments may be accelerated, and the entire balance of the assessment declared due and payable. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's his Lot.

[VOTE AND RATIFICATION APPEARS ON FOLLOWING PAGE]

- FOR** Declaration Amendment #6.
- AGAINST** Declaration Amendment #6.

I/We, the undersigned owner(s) of a Lot within the Strathmeade Square Community Association having an address of _____ hereby vote as detailed above on Declaration Amendment #6 to the Amended Declaration of Covenants, Conditions and Restrictions.

I/We the signatories below are duly authorized to execute this ratification form on behalf of the above-referenced Lot.

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Signature

Print Name

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VOTING/RATIFICATION FORM

Declaration Amendment #7

Description: The proposed amendment would amend Article IX, Paragraph 10 to remove the specified restrictions regarding hedges and empower the Board to adopt rules for all plantings, landscaping and hardscape installed or removed by an Owner.

Please indicate your vote after the proposed amendment by marking the appropriate box on the back of this page:

Amend Article IX, Paragraph 10 (Use Restrictions) of the Declaration as set forth below. Deleted words are indicated by a ~~strike through~~ and new words are underlined.

~~No hedge shall be planted or permitted to grow over three and one half feet (3 ½') high along any property line, nor shall any~~ No vegetation, landscaping, or other growth shall be permitted by any lot Owner or tenant to extend beyond the Lot's ~~his~~ property line. The Board of Directors may adopt rules and regulations regarding the size, location, and type of plantings, landscaping, and hardscape that may be installed or removed from a Lot.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

[VOTE AND RATIFICATION APPEARS ON FOLLOWING PAGE]

- FOR** Declaration Amendment #7.
- AGAINST** Declaration Amendment #7.

I/We, the undersigned owner(s) of a Lot within the Strathmeade Square Community Association having an address of _____ hereby vote as detailed above on Declaration Amendment #7 to the Amended Declaration of Covenants, Conditions and Restrictions.

I/We the signatories below are duly authorized to execute this ratification form on behalf of the above-referenced Lot.

ALL LOT OWNERS FOR THE LOT MUST SIGN AND DATE BELOW.

Date

Signature

Print Name

Date

Signature

Print Name

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VOTING/RATIFICATION FORM

Declaration Amendment #8

Description: The proposed amendment would provide more flexibility for the Board to set rules for signs and flags but should rules not be adopted by the Board, continue the current prohibition against all signs. Currently, the Declaration prohibits the display of all signs on a Lot, except one that is not more than five (5) square feet advertising the property for sale or rent.

Please indicate your vote after the proposed amendment by marking the appropriate box on the back of this page:

Amend Article IX, Paragraph 6 (Use Restrictions) of the Declaration as set forth below. Deleted words are indicated by a ~~strike through~~ and new words are underlined.

The use and display of signage and flags upon a Lot shall be in accordance with the rules and regulations adopted by the Board of Directors. In the event the Board fails to adopt any rules or regulations or absent any specific standards, then ~~No~~ no sign of any kind shall be displayed on any Lot, except one sign of not more than five (5) square feet advertising the property for sale or rent and no flag shall be displayed on any Lot except for the flag of the United States in accordance with Chapter 1 of Title 4 of the United States Code.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

[VOTE AND RATIFICATION APPEARS ON FOLLOWING PAGE]

- FOR** Declaration Amendment #8.
- AGAINST** Declaration Amendment #8.

I/We, the undersigned owner(s) of a Lot within the Strathmeade Square Community Association having an address of _____ hereby vote as detailed above on Declaration Amendment #8 to the Amended Declaration of Covenants, Conditions and Restrictions.

I/We the signatories below are duly authorized to execute this ratification form on behalf of the above-referenced Lot.

ALL LOT OWNERS FOR THE LOT MUST SIGN AND DATE BELOW.

Date

Signature

Print Name

Date

Signature

Print Name

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VOTING/RATIFICATION FORM

Declaration Amendment #9

Description: The proposed amendment would better clarify what privileges can be suspended for nonpayment of assessments.

Please indicate your vote after the proposed amendment by marking the appropriate box on the back of this page:

Amend Article IV, Section 1(d) (Member's Easements of Enjoyment) of the Declaration as set forth below. Deleted words are indicated by a ~~striketrough~~ and new words are underlined.

(d) the right of the Association to suspend the voting rights and right to use of the recreational facilities and the right to park in any parking space (other than the one assigned to the Owner) by a member for any period during which any assessment against the Owner's ~~his~~ Lot remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations;

[REST OF PAGE INTENTIONALLY LEFT BLANK]

[VOTE AND RATIFICATION APPEARS ON FOLLOWING PAGE]

- FOR** Declaration Amendment #9.
- AGAINST** Declaration Amendment #9.

I/We, the undersigned owner(s) of a Lot within the Strathmeade Square Community Association having an address of _____ hereby vote as detailed above on Declaration Amendment #9 to the Amended Declaration of Covenants, Conditions and Restrictions.

I/We the signatories below are duly authorized to execute this ratification form on behalf of the above-referenced Lot.

ALL LOT OWNERS FOR THE LOT MUST SIGN AND DATE BELOW.

Date

Signature

Print Name

Date

Signature

Print Name

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VOTING/RATIFICATION FORM

Declaration Amendment #10

Description: The proposed amendment would change the quorum necessary to hold a membership meeting to impose a special assessment or to raise or lower the assessments established by the Consumer Price Index formula from 60% to 10%. The quorum requirement would be reduced to 10% to match the quorum requirement for most special meetings of the Association. Any change in the annual assessment above or below the CPI, or the imposition of a special assessment must still be approved by two-thirds of the members who are voting in person or by proxy at the special meeting.

Please indicate your vote after the proposed amendment by marking the appropriate box on the back of this page:

Amend Article V, Section 6. (Quorum for Any Action Authorized Under Sections 3 & 4) of the Declaration as set forth below. Deleted words are indicated by a ~~strikethrough~~ and new words are underlined.

At the ~~first~~ meeting called, as provided in Sections 3 and 4 hereof, the presence at the meeting of members or of proxies entitled to cast ten percent (10%) of all the votes in the membership shall constitute a quorum. In the event the provisions of this Section 6 conflict with any provision in the Bylaws or Articles of Incorporation, the terms of the Declaration shall control. ~~presence at the meeting of members or of proxies entitled to cast sixty (60%) of all votes of the 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 proceeding meeting. No such subsequent meeting shall be held more than sixty (60) days following the proceeding meeting.~~

[REST OF PAGE INTENTIONALLY LEFT BLANK]

[VOTE AND RATIFICATION APPEARS ON FOLLOWING PAGE]

- FOR** Declaration Amendment #10.
- AGAINST** Declaration Amendment #10.

I/We, the undersigned owner(s) of a Lot within the Strathmeade Square Community Association having an address of _____ hereby vote as detailed above on Declaration Amendment #10 to the Amended Declaration of Covenants, Conditions and Restrictions.

I/We the signatories below are duly authorized to execute this ratification form on behalf of the above-referenced Lot.

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Signature

Print Name

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