

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
WOODLAND POND LAKEFRONT ASSOCIATION, INC.

The Board of Directors of Woodland Pond Lakefront Association, Inc. hereby recommends that the members of the Association approve the following proposed Amended and Restated Articles of Incorporation of Woodland Pond Lakefront Association, Inc.:

The Woodland Pond Lakefront Association, Inc. has been formed as a nonstock corporation under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia of 1950 (as amended), and to that end the Amended and Restated Articles of Incorporation are set forth as follows:

ARTICLE I - NAME

The name of the corporation is the WOODLAND POND LAKEFRONT ASSOCIATION, INC. (the "Association").

ARTICLE II - PURPOSE

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for architectural control of the residential Lakefront Lots and the maintenance and preservation of the Lake, boat ramp and boat storage area, the Dam and other areas owned by the Association within that property subject to and in accordance with the Woodland Pond Association Declaration of Covenants, Conditions and Restrictions, which was recorded on November 18, 1985 in Deed Book 1739, page 1208, in the Clerk's Office of the Circuit Court of Chesterfield County, Virginia ("Clerk's Office"), as amended, restated and/or supplemented ("Declaration"). The Association is further formed to promote the recreation, health, safety and welfare of the residents within the above described property and any additions thereto made hereafter to be brought within the jurisdiction of the Association and to:

(a) Exercise all of the powers and privileges and to perform all the duties and obligations of the Association as set forth in the Declaration, applicable to the property and recorded in the Clerk's Office, as the same may be amended from time to time, said Declaration being incorporated herein as if set forth at length;

(b) Fix, levy, collect and enforce payment of, by any lawful means, all charges, dues, fees or assessments pursuant to the terms of the Declaration or any agreement; and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the assent of more than two-thirds (2/3) of Class A members eligible to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Association's property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members; provided, however, no such dedication or transfer shall be effective unless approved by a vote of more than two-thirds (2/3) of Class A members eligible to vote, agreeing to such dedication, sale or transfer;

(f) Participate in mergers with other community associations and nonprofit corporations organized for the same purposes; provided that any such merger shall have the assent of more than two-thirds (2/3) of Class A members eligible to vote;

(g) Adopt, amend and repeal any Rules and regulations governing the architectural control of Lakefront Lots, as well as the upkeep and use (including imposition of fees, assessments, dues and charges) of the Lake, boat ramp and boat storage area and easements and access areas and other property owned by the Association;

(h) Have and exercise any and all powers, rights and privileges which a corporation organized under the Virginia Nonstock Corporation Act by law may now or hereafter have or exercise.

ARTICLE III - DEFINITIONS

The capitalized terms contained in these Articles of Incorporation and not otherwise defined herein, shall have the meanings set forth below:

"Association" shall mean and refer to the Woodland Pond Lakefront Association, Inc., a Virginia nonstock corporation, its successors and assigns.

"Board of Directors" shall mean the board of directors of the Association.

"Dam" shall have the same meaning as described and defined in the Declaration.

"Lake" shall mean and refer to that body of water described as "the Pond" in the Woodland Pond Association Declaration of Covenants, Conditions and Restrictions, which was recorded on November 18, 1985 in Deed Book 1739, page 1208, in the Clerk's Office, as amended, restated and/or supplemented ("Declaration"), also referred to as Nash Road Lake.

"Lakefront Lot" shall have the same meaning as described and defined in the Declaration.

"Lakefront Owner" shall have the same meaning as described and defined in the Declaration.

ARTICLE IV - MEMBERSHIP

Class A Members. Each Owner of a fee or undivided fee interest in any Lakefront Lot (improved or unimproved) shall be a Class A Member of the Association. The foregoing is not intended to include persons or entities who hold an interest in a Lakefront Lot merely as security for the performance of an obligation. Class A Membership shall be appurtenant to and may not be separated from ownership of any Lakefront Lot.

Class B Members. Owners of Lots that are not Lakefront Lots under the Declaration but are Lots located (i) in the Woodland Pond subdivision which are subject to that certain “Amended Declaration of Covenants, Restrictions and Conditions for Woodland Pond”, dated October 1, 1997 and recorded on June 11, 1998, in the Clerk’s Office in Deed Book 3299, at page 601, et seq., as amended and/or supplemented; (ii) in the Woodland Pond–Phase II subdivision which are subject to that certain “Woodland Pond – Phase II Declaration of Protective Covenants, Conditions and Restrictions”, dated and recorded in the Clerk’s Office on August 7, 1997, in Deed Book 3098, at page 698, et seq., as amended, corrected and/or supplemented; and (iii) in the First Branch at Woodland Pond subdivision and subject to that certain “Declaration of Covenants [sic], Rights, Restrictions and Conditions Affecting First Branch At Woodland Pond,” dated June 13, 2000 and recorded June 14, 2000 in the Clerk’s Office in Deed Book 3843 at page 954, et seq., as amended and/or supplemented, may become Class B Members of the Association upon written agreement, for the sole purpose of using the Lake, boat ramp and boat storage area, subject to and in accordance with the terms of any written agreement, the Association’s Declaration, Bylaws and Rules, policies, limitations, assessments, Dues, fees or charges adopted by the Board.

The Class B Membership term shall be one year, from March 1st of the current year to the last day of February of the succeeding year. Class B Members may withdraw their Class B Membership in writing to the Board or its designee, subject to the terms of any written agreement.

The Board may, but is not obligated to, offer and allow Class B membership opportunities to owners of lots located in additional subdivisions that are adjacent to the subdivisions referenced above and whose property types and restrictions are deemed by the Board, in its sole discretion, to be consistent with those in the subdivisions referenced above. At no time shall Class B Membership be limited.

Class B Members shall have no voting rights, except as permitted in the Bylaws.

ARTICLE V - VOTING

The Association shall have one (1) class of voting membership. Only Class A Members shall be entitled to vote. Class A Members shall be entitled to one (1) vote for each Lakefront Lot owned. When more than one (1) person holds an interest in any Lakefront Lot, all such persons shall be Class A Members. The vote for such Lakefront Lot shall be exercised as they, among themselves, determine but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B Members shall have no voting rights, except as permitted in the Bylaws.

ARTICLE VI - REGISTERED OFFICE AND AGENT

The mailing address of the corporation’s registered office is

201 Concourse Blvd., Suite 101
Glen Allen, VA 23059

The name of its registered agent at that office is Jerry M. Wright Jr., Esquire, who is a resident of Virginia and a member of the legal firm of Chadwick, Washington, Moriarty, Elmore & Bunn, P.C.

ARTICLE VII - DIRECTORS

The Association is managed by a Board of Directors elected by the Class A Membership at its annual member meeting. The nomination, election, terms and powers and duties of the Board of Directors shall be as set forth in the Bylaws of the Woodland Pond Lakefront Association, Inc.

The present directors are as follows:

<u>Name</u>	<u>Address</u>
Eileen Sundstrom	11318 Taylor Landing Way, Chesterfield, VA 23838
Jennifer Harless	8811 Whistling Swan Road, Chesterfield, VA 23838
Joseph Lewis	8902 Sawdust Trail, Chesterfield, VA 23838
George Reiber	10901 Pintail Place, Chesterfield, VA 23838
Craig Lester	8901 Laurel Cove Place, Chesterfield, VA 23838
Brett Hawkins	11300 Taylor Landing Way, Chesterfield, VA 23838
Peter Janak	9307 Banff Court, Chesterfield, VA 23838

ARTICLE VIII - LIABILITY AND INDEMNIFICATION

The Association shall indemnify every officer, director and committee member of the Association against any and all expenses, including attorneys' fees, reasonably incurred by or imposed upon any officer, director or committee member in connection with any action, suit or other proceeding (including settlement of any suit or proceeding if approved by the Board of Directors) to which the officer, director or committee member may be made a party by reason of being or having been an officer or director or committee member of the Association, regardless of whether he or she is an officer or director or committee member at the time such expenses are incurred. The officers, directors and committee members of the Association shall not be liable to the Members for any mistake of judgment, negligence or otherwise, except for their own individual willful misconduct or bad faith. The officers, directors and committee members of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers, directors or committee members are liable as Members), and the Association shall indemnify and forever hold each officer, director and committee member free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member of the Association, or former officer, director or committee member of the Association, may be entitled.

In the event that any Member (including the Member's family member or guest) causes damage to the Lake, the boat ramp, storage areas or any other property of the Association or another Lot Owner, the Member will be responsible and liable for such damage and will reimburse the Association or Lot Owner for the costs associated with restoring the same to the condition it was in prior to such damage or destruction. In addition, each Member will be liable for all damage to real or personal property resulting from the Member's ingress to and egress from the Association's property and will at the Member's own cost restore said property to the condition existing prior to the damage or destruction. Damage and

destruction do not include normal wear and tear or accidents due to Association maintenance negligence. The Member agrees to indemnify and hold the Association harmless and without fault or liability for any and all costs or expenses, including reasonable attorneys' fees, incurred by the Association arising out of any claim against the Association relating to or arising from the use of the Lake, the boat ramp or the storage areas, or any other property of the Association, by the Member or the Member's guests or family members.

ARTICLE IX - DISSOLUTION

The Association may be dissolved by a vote, in person or by proxy, of more than two-thirds (2/3) of the Class A Members eligible to vote at a meeting, pursuant to proper notice. Upon dissolution of the Association, other than incident to a merger, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association is created.

ARTICLE X - DURATION

The corporation shall exist perpetually, unless otherwise dissolved pursuant to these Articles.

ARTICLE XI - AMENDMENT

Amendment of these Articles shall require the assent of at least one-half (1/2) of the votes of the Class A Membership eligible to vote.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this ____ day of _____, 2020.

WOODLAND POND LAKEFRONT ASSOCIATION, INC., a Virginia nonstock corporation

By: _____
President

By: _____
Secretary

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

On this ____ day of _____, 20____, before me the undersigned, notary public, personally appeared _____, the President of Woodland Pond Lakefront Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing 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.

My Commission Expires: _____.
Notary Registration No. _____ Notary Public

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF _____

On this ____ day of _____, 20____, before me the undersigned, notary public, personally appeared _____, the Secretary of Woodland Pond Lakefront Association, Inc., a Virginia non-stock corporation, who is known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing 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.

My Commission Expires: _____.
Notary Registration No. _____ Notary Public