

**AMENDED AND RESTATED BYLAWS
OF
THE WOODLAND POND LAKEFRONT ASSOCIATION, INC.**

THIS AMENDED AND RESTATED BYLAWS OF THE WOODLAND POND LAKEFRONT ASSOCIATION, INC., is made this ____ day of _____, 20____, by WOODLAND POND LAKEFRONT ASSOCIATION, INC. (“Association”).

RECITALS

WHEREAS, the Association is a Virginia nonstock corporation, as evidenced by Certificate of Incorporation from the Virginia State Corporation Commission dated December 16, 1999; and

WHEREAS, pursuant to Article IX, Section 6 of the By-Laws of Woodland Pond (Lake Front) Association (referred to herein as “Current Bylaws”), the Current Bylaws may be amended by an affirmative vote of a majority of the Membership at a meeting called for that purpose; and

WHEREAS, at the meeting of the Association held on _____, 20____, a majority of the Membership voted to approve these Amended and Restated Bylaws of the Woodland Pond Lakefront Association, Inc., which amends and restates the Current Bylaws; and

WHEREAS, these Amended and Restated Bylaws shall amend and replace all prior Bylaws and be applicable to all members and the properties subject to the Declaration.

NOW THEREFORE, the Amended and Restated Bylaws (referred to herein as “Bylaws”) have been approved and adopted as follows:

**ARTICLE I
NAME OF THE ASSOCIATION**

The name of the corporation is WOODLAND POND LAKEFRONT ASSOCIATION, INC. Its purpose is described more fully in the Amended and Restated Articles of Incorporation (referred to herein as “Articles of Incorporation”) and the Declaration (as described below).

**ARTICLE II
DEFINITIONS**

The words used in these Bylaws shall have the same meaning as set forth 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 of the Circuit Court of Chesterfield County, Virginia (“Clerk’s Office”), as amended, restated and/or supplemented (said Declaration, as amended, restated, renewed or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE III
BOARD OF DIRECTORS OF THE ASSOCIATION

3.1 Number of Directors. The Board of Directors (“Board”) shall consist of no less than five (5) members and no more than nine (9) members. Any change to the number of Directors must be approved by majority vote of the Class A Members. The President shall be an A member. Only one (1) B Member may be elected or appointed to serve as a voting member of the Board.

3.2 Qualification and Terms. All Directors shall be Members in good standing of the Association. Only one Member of a Lot Owner Property shall serve on the Board at any given time. Directors shall be elected by a vote of the Class A Members at the Annual Membership meeting as provided in Article IX below. The term of each Director shall be three (3) years, unless any shall sooner resign, or shall be removed, or otherwise be disqualified to serve. In no event shall an individual Director serve more than four, full, consecutive years on the Board.

3.3 Nomination and Election. The President shall appoint a nominating committee to nominate Members of the Association for the position of Director. However, Members may also be nominated from the floor at the Annual Membership Meeting. Each Class A Member shall be entitled to cast a vote with respect to each vacancy to be filled from each slate on which such Class A Member is entitled to vote. There shall be no cumulative voting. [As used herein, the term “cumulative voting” means a system of voting by which each voter multiplies the number of votes he or she is entitled to cast in the election by the number of Directors for whom he or she is entitled to vote and then casts the product for a single candidate or distributes the product among two or more candidates.]. The candidate(s) receiving the most votes shall be elected. The Directors elected by the Class A Members shall hold office until their respective successors have been elected by the Association.

3.4 Removal and Vacancies. Any Director elected by the Members may be removed, with or without cause, by the vote of the Class A Members holding a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting of the Membership called for that purpose. Upon removal of a Director, a successor shall be elected by the Class A Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of the Director.

Any Director elected by the Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty (30) days may be removed by a majority vote of the Directors present at a regular or special Board meeting at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of any Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next Meeting of the Membership at which Directors are elected, at which time the Class A Membership shall elect a Director to fill the position in a manner so as to preserve the staggered term construct of the Board. Any person appointed by the Board to fill a vacancy may be eligible for election to the Board for the remainder of the term of such Director.

3.5 Board Meetings.

3.5.1 Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board. The business of the organizational meeting of the Board shall include selection by the Board of Officers of the Association, to include President, Vice President, Secretary (recording and corresponding), Treasurer and others as the Board deems necessary or appropriate. Selection for each position shall be by nomination by a Director and secret vote of the Board, or by acclamation as appropriate.

3.5.2 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Regular Meeting dates, times and locations shall be posted on the Association Website. Notice of the time and place of the meeting shall be communicated to Directors and Members not less than three (3) days prior to the meeting; provided, however, that notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.5.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice by the President of the Association or by any three (3) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) by written notice by first class U.S. mail, postage prepaid; or (c) by email, if the Director has previously provided written consent to receive such notice by email. All such notices shall be sent to the Director's residential or email address as shown on the records of the Association. Notices sent by first class U.S. Mail shall be deposited into a United States mailbox at least three (3) days before the time set for the meeting. Notices given by personal delivery or email shall be delivered, or sent by email, at least seventy-two (72) hours before the time set for the meeting. Notices may be sent by email pursuant to this Section if the Association has the consent in writing from the email recipient that delivery of email notice for the purposes of this Section is acceptable.

3.5.4 Working Sessions. Working sessions of the Board shall be open meetings, and their occurrence shall be published no less than two (2) days in advance using email and/or the Association website.

3.5.5 Waiver of Notice. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.5.6 Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the

Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may recess the meeting and reconvene it to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. Should a Director be unable to attend a meeting, he/she shall notify the President or Secretary in advance.

3.5.7 Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the votes of the Association, in person or by alternate, at a regular or special meeting of the Association. Any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of the President or Treasurer, or by a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board of Directors, excluding the interested Director.

3.5.8 Conduct of Meetings. The President, or in his/her absence the Vice President, shall preside over all meetings of the Board of Directors, and the Secretary, or his/her designee as determined by the Board, shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings. The agenda for Board meetings should, as much as is practicable, contain the following:

1. Determination of a quorum
2. Reading and approval of the minutes from previous meeting
3. Treasurer's Report
4. Standing Committee Reports (as appropriate)
5. Special Committee Reports (as appropriate)
6. Old Business
7. New Business
8. Comments from Members
9. Adjournment

Meetings of the Board shall be conducted in accordance with best business practices when not in conflict with Virginia law, the Articles of Incorporation, the Declaration or these Bylaws.

3.5.9 Open Meetings. All meetings of the Board shall be open to all Members subject to reasonable rules adopted by the Board. During a meeting, the Members shall have a period of time designated by the Board in which to have the opportunity to comment on any matter relating to the Association. During a meeting at which the agenda is limited to specific topics or at a special meeting, the Board may limit the comments of Members to the topics listed on the meeting agenda. Otherwise, a Member other than Directors may not participate in any discussion or deliberation unless permission to

speak is requested on his or her behalf by a Director. In such case, the President may limit the time any Member may speak. Notwithstanding the above, the President may recess any meeting of the Board of Directors and reconvene in executive session, excluding Members, but only in strict conformance with the procedures specified in the Virginia Property Owners' Association Act, Section 55.1-1800 et seq. of the Code of Virginia, 1950, as amended.

3.5.10 Action Without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting only if a consent in writing, setting forth the action so taken, is signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote. Consent by electronic mail will satisfy the requirements herein.

ARTICLE IV POWERS AND RESPONSIBILITIES OF THE BOARD OF DIRECTORS

4.1 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles of Incorporation, and as provided by law. The Board may do or cause to be done all acts and things as are not by the Declaration, Articles of Incorporation, these Bylaws, or Virginia law directed to be done and exercised exclusively by the Class A Membership.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to establish policies relating to, and shall be responsible for performing or causing to be performed, the following, in way of explanation, but not limitation:

(a) preparing and adopting, in accordance with the Declaration, annual budgets in which there shall be established the contribution of each Member to the Common Expenses (which are defined herein as expenses for the ownership, improvements, operation and maintenance, repair and replacement of the Lake and the improvements thereon, and for the costs of operation and appropriate funding of the Association, including but not limited to administrative, professional, management, insurance and any other costs and fees required by law, all as determined by the Board of Directors, and as expenses to develop and maintain, repair and replace the areas set out as access, ingress and egress points for Lake utilization, to maintain all easements at entrances with respect to plantings, irrigation and general maintenance of signs and other improvements, and to own and maintain, repair and replace the Lake, the Dam, spillways and related improvements, all in a safe and proper manner and to maintain adequate liability insurance as required for the protection of the Association in respect to use and maintenance of the Lake);

(b) levying of Assessments and Dues to defray the Common Expenses and establishing the means and methods of collecting such Assessments and Dues;

(c) providing for the operation, care, upkeep and maintenance of all of the Property, excluding the Lakefront Lots;

(d) designating, hiring and dismissing the personnel necessary for the operation of the Association and the maintenance, operation, repair and replacement of the Property and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(e) collection of Assessments, Dues, fees and violation charges, depositing the proceeds thereof in a federally insured bank depository which it shall approve and using the proceeds to operate the Association; provided any reserve fund may be deposited, in the Directors' best business judgment, in federally insured depositories other than banks;

(f) promulgating and amending Rules and regulations, subject to the approval of a majority of the Class A Members who are voting at a meeting at which a quorum is present, in person or by proxy, duly called for this purpose. When such meeting is called, the presence of Members or proxies entitled to cast thirty percent (30%) of all votes shall constitute a quorum.

(g) opening bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Property, excluding the Lakefront Lots, in accordance with the other provisions of the Declaration and these Bylaws;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the Rules and regulations and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association;

(j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the costs thereof, and filing and adjusting claims, as appropriate;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Lakefront Lot Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available, subject to reasonable rules adopted by the Board, to any prospective purchaser of a Lakefront Lot and to any Lakefront Lot Owner, current copies of the Declaration, the Articles of Incorporation, the Bylaws, Rules and all other books, records and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Property reasonably necessary to the ongoing development or operation of the Property;

(o) indemnifying a Director, Officer or committee member, or former Director, Officer or committee member of the Association in accordance with Virginia law, and in accordance with the Articles of Incorporation and the Declaration;

(p) entering into written agreements with non-Lakefront Lot Owners who are eligible to become Class B Members, and tenants residing on eligible Lots, for use of the Lake, boat ramp and storage areas in accordance with any agreement and dues or fees required by the Board, in its sole discretion, except that the terms and conditions of the agreements with Class B Members must be the same for all Class B Members;

(q) providing for the financial management of Association business activities; provided, however, that the Board shall not borrow money using the assets of the Association as collateral, nor mortgage the property for any reason, without approval by affirmative vote of two-thirds (2/3) of the Class A Members entitled to vote;

(r) establishing and/or appointing committees and designees to perform Association functions as the Board determines in its sole discretion;

(s) designating, hiring and appointing a qualified accountant to audit the financial records of the Association annually. The auditor shall be independent, with no business or personal relation to any Board member who served in the audited fiscal period, and report findings and recommendations to the Board within ninety (90) days after the annual meeting; and

(t) maintaining minutes or recordings of Board and Membership meetings, correspondence, resolutions, financial and other business records and documents, etc.

ARTICLE V OFFICERS

5.1 Officers. The Officers of the Association shall be elected by the Board and shall be a President and Vice President to be elected from among members of the Board, and a Secretary and a Treasurer, who may be elected from any member of the Board and the Association Membership. The President shall be an A member. The Board of Directors may appoint other Officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable. Such Officers shall have the authority to perform the duties prescribed from time to time by the Board of Directors and may, but need not, be members of the Board. Any two (2) or more offices may be held by the same person, except the office of President.

5.2 Election, Term of Office, and Vacancies. The Officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of the Board of Directors following each Annual Meeting of the Members. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

5.3 Removal. Any Officer may be removed by majority vote of the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. A vacancy in any office arising because of death, resignation, removal or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5.4 Powers and Duties. The Officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors.

5.4.1 President. The President shall be the chief executive Officer of the Association. The President is responsible for overall management of the Association's business and operations as well as leadership of the Board. He/she will preside over Board meetings as well as the Annual Meeting of the Membership. The President shall appoint committee heads and act as liaison with leadership of other associations.

5.4.2 Vice President. The Vice President will take on certain responsibilities as delegated by the President and run the Board meetings and act in the place of the President when the President is unable to act.

5.4.3 Treasurer. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. Specifically, the Treasurer is responsible for the following:

5.4.3.1 Developing the Association's annual beginning-of-year budget of revenues and expenses for Board approval.

5.4.3.2 Compiling the end-of-year (actual) revenues and expenses for comparison to budget and preparing the end-of-year statement of assets and liabilities.

5.4.3.3 Monitoring actual revenues and expenses throughout the year, reporting any significant deviations from budget to the Board and forecasting the end-of-year position.

5.4.3.4 Paying all bills, after receiving appropriate approvals.

5.4.3.5 Paying all required taxes and fees to various government entities.

5.4.3.6 Maintaining relationships with financial institutions that minimize costs and optimize earnings on assets.

5.4.3.7 Assuring compliance with generally accepted accounting and financial practices and governing laws.

5.4.3.8 Maintaining a list of delinquent payment of Annual and Special Assessments and Dues.

5.4.3.9 Maintaining and archiving the financial records of the Association, including all reports and supporting data. Electronic media shall be used where practicable.

5.4.3.10 Acquiring liability insurance for the Association, Errors and Omissions insurance for the Directors and Officers, and a Fidelity Bond (or equivalent) for the Association.

5.4.3.11 Arranging for the preparation and filing of all required tax returns and documents.

5.4.4 Secretary. The Secretary shall be responsible for the following:

5.4.4.1 Preparing external correspondence for the Association as directed by the President and/or the Board. This may include preparation of the Association newsletters as well as preparation and mailing of correspondence to the Membership.

5.4.4.2 Collecting mail and email directed to the Association and redirecting them to the appropriate Directors or personnel.

5.4.4.3 Recording the minutes at each scheduled Board meeting, each special Board meeting, the annual Membership meeting and any special Membership meetings.

5.4.4.4 At the start of each Board meeting, reading the minutes from the previous Board meeting(s) (scheduled and special) for approval by the Board, incorporating any changes or additions to the minutes as noted.

5.4.4.5 At the start of each Membership meeting, reading the minutes from the previous Membership meeting for approval by the Membership, incorporating any changes or additions to the minutes as noted.

5.4.4.6 Preparing the agenda for each Board meeting and providing it to the Directors and Members in advance.

5.4.4.7 Posting and maintaining the Board meeting schedule, Association governing documents, and annual meeting minutes on the Association web page. Notifying the Membership of any Membership meetings via email or U.S. Postal Service.

5.4.4.8 Maintaining and archiving the minutes, and correspondence of the Association, including all reports and supporting data. Electronic media shall be used wherever practicable.

5.4.4.9 Maintaining a property purchase disclosure packet which shall be made available to Lakefront Lot Owners, appropriate real estate professionals and to prospective buyers as requested and on the Association web page.

5.4.4.10 In conjunction with the Treasurer, preparing the Annual Report and providing it to appropriate agencies.

5.5 Resignation. Any Officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.6 Agreements, Contracts, Deeds, Leases, Etc. All agreements, contracts, deeds, leases, and other instruments of the Association shall be executed by the President or by such other person or persons as may be designated by resolution of the Board of Directors.

5.7 Compensation. Compensation of Officers shall be subject to the same limitations as compensation of Directors under these Bylaws.

ARTICLE VI
COMMITTEES AND OTHER BOARD DESIGNEES

The Board shall have the authority to establish committees, appoint committee members, and designate personnel to perform the functions of the Association, all of whom shall serve at the pleasure of the Board, including but not limited to the following:

6.1 The Architectural Control Committee. The Architectural Control Committee (“ACC”), shall be comprised of a Chair, who shall be a Director, and who shall designate at least two (2) Class A Members, who are not Directors, as approved by the Board. The ACC shall be responsible for the following:

6.1.1 Recruiting membership for the ACC, subject to Board approval, which shall include at least two (2) Class A Members who are not currently serving on the Board.

6.1.2 Establishing ACC guidelines, which shall include procedures for notifying, appealing and resolving violations, as needed to enforce the Declarations and Rules, said guidelines subject to approval by the Board and a majority vote of the Class A Members.

6.1.3 Reviewing all requests for ACC approval per the Declaration and Rules, and providing written decisions in response to said requests within thirty (30) days of when the request is received.

6.1.4 Providing a summary of the requests made and decisions rendered to the Board.

6.1.5 Investigating reports of ACC guideline violations and issuing notice of violations as needed.

6.2 The Membership Director. The Board shall have authority to designate a Director to serve at the pleasure of the Board as the Membership Director, who shall be responsible for the following:

6.2.1 Maintaining a list of all Members, their class of Membership, the subdivision they reside in, their email address and their U.S. Postal Service mailing address.

6.2.2 Reviewing all agreements for Class B Membership to verify eligibility for Class B Membership in the Association.

6.2.3 Recording Members’ watercraft registration information and issuance of decals.

6.3 Procurement Manager. The Board shall assign a Procurement Manager to manage the procurement of any services, equipment or products that exceed \$5,000 in value.

6.3.1 A Procurement Manager may be a Director or from the Membership, depending upon the importance of the procurement, its cost and the expertise required.

6.3.2 Prior to any award, all purchase orders and/or contracts exceeding \$50,000 in value shall receive a legal review by an attorney who is not a Member of the Association.

**ARTICLE VII
APPROVAL OF FINANCIAL ACTIONS**

7.1 No Director or Officer, other than the President, shall commit the Association for any cost exceeding \$1,000 without pre-approval of the Board.

7.2 The President shall not commit the Association for any cost exceeding \$3,000 without pre-approval of the Board, unless pre-authorized by an approved budget.

7.3 No check shall be written, or electronic payment initiated, that exceeds \$5,000 without two signatures. Authorized signers include the President, or Vice President in the President's absence, and the Treasurer. All payments exceeding \$5,000 shall be documented in the next Board Meeting Minutes.

7.4 An annual audit of the financial transactions and records shall be conducted by an independent accountant under the direction of a Board Member who does not have check-signing authority.

7.5 Association Financial Statements shall be posted on the Association website or on the cloud and shall be readily accessible to all Board Members.

**ARTICLE VIII
ANNUAL OPERATING BUDGET**

8.1 The Board shall prepare an annual operating budget of expenses and revenues, preceding each new fiscal year. Based on five-year projections of exceptional expenses (such as major repairs and sediment removal), the Board may elect to establish and allocate funds to a reserve that are prorated over a five-year period as a line item in the annual budget.

8.2 The Board shall propose Annual Assessments, B Member Dues and Special Assessments if appropriate, based on the budget of operating expenses and revenues and any reserve allocations estimated for that year.

8.3 Preliminary estimates of budget, Assessments and Dues shall be provided to the Membership, via email and / or U.S. Mail, first class postage prepaid, at least ninety (90) days prior to the start of the new fiscal year. Members may direct comments and questions regarding the preliminary budget and assessments to the Association Treasurer up to sixty (60) days prior to the start of the new fiscal year, via email or U.S. Mail, first class postage prepaid.

8.4 The Board shall finalize and approve the operating budget for the current fiscal year and provide that to the Membership during the Annual Membership Meeting.

ARTICLE IX
ASSOCIATION MEMBERSHIP, MEETINGS, QUORUM, VOTING AND PROXIES

9.1 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. Tenants residing on Lakefront Lots shall not be Class A Members of the Association.

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 of the Circuit Court of the County of Chesterfield, Virginia (“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, Dues, fees or charges adopted by the Board.

The Class B Membership term shall be one (1) 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 elsewhere in these Bylaws.

9.2 Annual Meeting. The Annual meeting of the Membership shall be held not later than January 31st of each year.

9.3 Special Meetings. Special Meetings of the Membership may be called at any time by the President or the Board of Directors or by not less than one-third (1/3) of the Membership.

9.4 Place of Meetings. Meetings of the Association shall be held at such suitable place convenient to the Members as may be designated by the Board of Directors.

9.5 Notice of Meetings. Unless otherwise required by Virginia law, notification of an Annual Meeting of the Membership shall be sent to the Membership not less than fourteen (14) nor more than fifty (50) days prior to the meeting date, by or at the direction of the President or the Secretary or the Officers or persons calling the meeting.

In the case of a Special Meeting of the Membership, unless otherwise required by the Declaration or Virginia law, notice of a Special Meeting of the Membership shall be sent to the Members not less than ten (10) days nor more than fifty (50) days prior to the meeting date, by or at the direction of the President or the Secretary or the Officers or persons calling the meeting. The date, time and place of such meeting and the purpose or purposes for which the Special Meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

Notice shall be written or printed, stating the place, day and hour of any meeting of the Members and shall be delivered, either personally, by mail or by email if the intended recipient has consented to receive notice in this manner. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mail addressed to the Member at his or her address as it appears on the records of the Association with postage thereon prepaid.

Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

9.6 Quorum. The presence at any Membership meeting of not less than thirty percent (30%) of the Class A Members entitled to vote, in person or by proxy, shall constitute a quorum for the transaction of business. The Class A Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Class A Members to leave less than a quorum, provided that Class A Members representing at least ten percent (10%) of the votes, in person or by proxy, of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Class A Members required to constitute a quorum.

9.7 Recess of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Class A Members who are present at such meeting may recess the meeting and reconvene it to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after the recess, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

9.8 Voting and Rights of Members. The Association shall have one 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 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. However, those B Members elected or appointed to the Board of Directors are expected to vote on all matters that require a vote by Board members.

9.9 Proxies. Unless provided otherwise in the Declaration, these Bylaws or the Articles of Incorporation, Class A Members may vote in person or by proxy at any meeting of the Membership. All proxies should be filed with the Secretary prior to the meeting at which the proxy will be used. Each proxy shall indicate the Class A Member name(s) and address and shall be signed by such Class A Member(s). Every proxy shall be revocable and shall automatically cease upon conveyance by the Class A Member(s) of the subject Lakefront Lot. Verisign, or other legally accepted electronic signature company, may be used in place of paper proxies.

9.10 Agenda. The agenda for the Annual Meeting should, as much as practicable, include the following:

1. Verification of quorum by attendance plus proxies
2. Reading and approval of the minutes from previous meeting
3. Treasurer's Report and Discussion of the Budget and Assessments
4. Old Business: report of closed items and accomplishments
5. New Business: discussion of upcoming issues and plans
6. Nomination of Directors from the Nominating Committee and the floor
7. Election of Directors
8. Adjournment

ARTICLE X DATA MANAGEMENT, BOOKS AND RECORDS

10.1 All records of the Association shall be maintained by the Association Secretary and Association Treasurer, as required by the Virginia Property Owners' Association Act. This includes archives of records from previous years.

10.2 To the degree practicable, records and archives will be maintained in electronic format.

10.3 For business continuation purposes, copies of the archived documents will be maintained and stored in two different address locations. These locations may be an actual physical location at which CDs or flash drives containing the archives are stored, the Association web site, or on the Cloud via a procured service.

10.4 Computers owned by the Association and personal computers used by the Association Officers and Directors for Association business shall protect Association records from hackers, viruses and malware, by using current and appropriate security software and system updates. A requester shall provide a new flash drive in unopened, original packaging if he or she requests the records to be provided in that manner.

10.5 Inspection by Members. The Board shall make available for inspection and copying by a Member of the Association in good standing, for a purpose reasonably related to the Member's interest in the Association or Lot, or by the duly appointed representative of the Member, upon ten (10) business days' written notice at a mutually convenient time and location: the Declaration, Bylaws and/or Articles of Incorporation, any amendments to the foregoing, the rules and regulations of the Association, the membership register, books of account and/or the minutes of meetings of the Members, the Board and/or committees. Any books or records kept by or on behalf of the Association may be withheld from inspection to the extent permitted by Section 55.1-1815.C of the Virginia Property Owners' Association Act, as amended, and Sections 13.1-932 through 13.1-934 of the Virginia Nonstock Corporation Act, as amended.

10.5.1 Rules for Inspection. The Board shall establish reasonable rules with respect to: (i) notice to be given to the custodian of the records; (ii) hours and days of the week when such an inspection may be made; and (iii) payment of the actual cost of materials and labor for reproducing copies of documents requested prior to providing the requested copies.

10.6 Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and/or documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

ARTICLE XI AMENDMENT TO BYLAWS

11.1 These Bylaws may be amended by the affirmative vote, in person or by proxy, or written consent (one (1) vote or one (1) consent per Lakefront Lot), or any combination thereof, of at least a majority of the Class A Members eligible to vote.

ARTICLE XII MISCELLANEOUS

12.1 Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of a resolution, the fiscal year shall be the calendar year.

12.2 Parliamentary Rules. Except as may be modified by Board resolution, Association proceedings shall be conducted in accordance with best business practices when not in conflict with Virginia law, the Articles of Incorporation, the Declaration or these Bylaws.

12.3 Conflicts in Documents. If there are conflicts between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall prevail. If there are conflicts between the Declaration and the Bylaws, the Declaration shall prevail.

12.4 Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally, or by email if the intended recipient has consented to receive notice in this manner,

or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. Mail, first class postage prepaid, addressed to:

12.4.1 the Member at his or her address as it appears on the records of the Association; or

12.4.2 if to the Association, the Board of Directors or the managing agent, at the principal office of the Association or the managing agent if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

12.5 Captions. The captions used herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

12.6 Gender, Singular/Plural. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders, and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so required.

12.7 Indemnification. 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.

WHEREAS, in accordance with Article IX, Section 6 of the Bylaws, these Amended and Restated Bylaws have been approved by a majority of the votes cast by Class A Members voting in person or by proxy at a duly called meeting of the Association held on the ____ day of _____, 20____, at which a quorum was present and for which notice was given.

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