

Woodbrook Village Homeowners Association

BY-LAWS

November 10, 2009

Amended November 9, 2010

Amended October 19, 2017

These By-Laws govern the Woodbrook Village Homeowners Association, Inc., (hereafter called the “HOA”) a non-stock corporation in accordance with the Articles of Incorporation issued under the laws of the Commonwealth of Virginia. Should any article or requirement of the By-Laws be in conflict with local, state, or Federal requirements, the latter shall take precedence. Specific reference is hereby made to the Deed of Dedication for Woodbrook Village, recorded the 10th day of October, 2006 in the public records of Frederick County, Virginia, as and where necessary to interpret and apply the provisions of these By-Laws.

ARTICLE I
APPLICATION, PURPOSE, AND CONSISTENCY

1. These By-Laws, (1) establish the organization and procedures of the HOA; (2) provide the major policies and rules governing the use and enjoyment of the properties of the HOA; (3) enforce provisions, restrictions, covenants, and reservations applicable to the real estate in Woodbrook Village and duly recorded in the land records of Frederick County, Virginia.
2. This documentation establishes the purpose of the HOA to be that of providing an organization through which the owners of Woodbrook Village Property may provide themselves with private facilities and activities in an attractive community with a clean and safe environment.
3. By adopting these By-Laws, it is intended for them to be consistent with the provisions of the Deed of Dedication. These By-Laws are subordinate to the Articles of Incorporation and Deed of Dedication.

ARTICLE II
DEFINITIONS

The following definitions are in addition to the definitions located in the “Definitions” section of the Deed of Dedication.

1. **Board:** Shall mean and refer to the Board of Directors.
2. **Community Center:** Shall refer to the building and its facilities, located at 100 Rosewood Lane. It is at times referred to as the clubhouse.
3. **HOA:** Shall mean and refer to the Homeowners Association and is synonymous with the term “Association” in the Deed of Dedication.
4. **Membership:** Granted to the owner(s) of one or more lots in Woodbrook Village; if a lot has more than one owner the membership is entitled to only one vote when voting on the Annual Budget or Election of Officers of the HOA.
5. **Quorum:** Quorum is documented in the **Deed of Dedication in Section 8 of Article I, labeled “DEFINITIONS”** and in the **By-Laws in Section 3 of Article IV, labeled “MEETINGS.”**

6. **Standing Committees:** Standing Committees are committees that have an ongoing mission that is expected to continue. Standing Committees of the HOA are as follows:

Architectural Review, Grounds, Community Center, Social, Information, and Finance and Long Range Planning.

Special Committees: Ad hoc Committees of the HOA may be created by the Board to address specific problems or situations. These committees generally remain in existence only until the situation that caused the creation of the committee is resolved. Examples of an ad hoc committee would include a Board nominating committee or a committee to research a specific problem.

ARTICLE III GENERAL ORGANIZATION

1. Membership in the HOA is derived from ownership of one or more lots in Woodbrook Village. Evidence of ownership must be established by a recorded deed. Memberships are in good standing when payments for assessments, fees, and other charges are up to date.
2. No member shall have vested rights of any type whatsoever to the assets or affairs of the HOA that are transferable in any way except as an incident to the transfer of title to such member's Lot, as expressed in the Deed of Dedication.
3. The Board shall consist of no more than nine (9) members who must be in good standing in the HOA as documented in the first paragraph of the **Deed of Dedication in Article V, entitled "BOARD OF DIRECTORS."**
4. Chairpersons of the Architectural Committee, Grounds Committee, Community Center Committee, Social Committee, and Information Committee may serve as members of the Board.

ARTICLE IV MEETINGS

Section 1 - Required Meetings:

1. Woodbrook Village HOA members shall hold an annual meeting in May for the purpose of electing officers and any committee chairs.

2. Woodbrook Village HOA members shall hold an annual meeting in November for the purpose of approving next year's budget.
3. Monthly Board meeting requirements are documented in the **Deed of Dedication in Section 1 of Article V, entitled "BOARD OF DIRECTORS."**

Section 2 – Meeting Notifications:

1. Meeting notification requirements for all HOA membership and HOA membership special meetings are documented in the **Deed of Dedication in Section 1 of Article III, entitled "MEETINGS."**
2. Meeting notification requirements for the rights of the HOA to dedicate or transfer all or part of the Common Areas to any private, public agency, authority or utility are documented in the **Deed of Dedication in Subsection [c] of Section 1 of Article VI, entitled "PROPERTY RIGHTS IN COMMON PROPERTIES."**
3. Meeting notification requirements for HOA assessments are documented in the **Deed of Dedication in Subsection [a] of Section 3 of Article VII, entitled "COVENANTS FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION,"** in **Subsection [a] of Section 4 of Article VII, entitled "COVENANTS FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION,"** and in **Section 2 of Article X, entitled "ENFORCEMENT OF RULES & COVENANTS."**
4. Public announcements shall be posted in a timely manner in locations designated as public announcement places. Unless otherwise specified by the Board, designated public announcement places shall be identified as the Community Center Bulletin Board and the Woodbrook Village web site.
5. Woodbrook Village HOA member and Board meetings may be posted in the Community Center, and announced in the Woodbrook Village newsletter and Woodbrook Village web site.
6. Issues up for vote, either by the Board or the general membership, shall be considered approved when a simple majority of the votes cast are for approval of the issue, except in the case of HOA assessments, where the voting requirements are outlined in **Deed of Dedication in Subsection [a] of Section 3 of Article VII, entitled "COVENANTS FOR MAINTENANCE ASSESSMENTS FOR THE ASSOCIATION."**

Section 3 – Meeting Quorums:

1. The presence of two-thirds (2/3) of the members, either in person or represented by proxy, is the documented quorum for the following membership meetings:
 - a. Budget meeting as documented in the **Deed of Dedication in Section 3 of Article VII, entitled "REGULAR ASSESSMENTS."**
 - b. Woodbrook Village special assessment meeting as documented in the **Deed of Dedication in Section 4 of Article VII, entitled "SPECIAL ASSESSMENTS."**
 - c. Any membership meeting to vote for amendment to these By-Laws as documented in the **By-Laws in Article XII, entitled "BY-LAW AMENDMENTS."**
 - d. Any membership meeting to vote for the HOA to dedicate or transfer all or part of the Common Areas to any private, public agency, authority, or utility as

documented in the **Deed of Dedication in Subsection [c] of Section 1 of Article VI, entitled “PROPERTY RIGHTS IN COMMON PROPERTIES.”**

2. Excluding the special meetings addressed in subparagraph (1) above, any other meeting of members or special meeting of the HOA membership called by the Board, the presence of one-half (1/2) of the membership, either presented in person or by proxy, shall constitute a quorum. If such majority vote is not reached at the initial date and time, the meeting may be adjourned and reconvened at a later time. At such reconvening, the percentage required to constitute quorum shall be reduced to one-quarter (1/4) of all votes of the membership.
3. The presence of a majority of the Board members at monthly meetings shall constitute a quorum. The quorum shall be calculated based on the number of occupied positions on the Board. A majority vote by the Board members present shall constitute a Board action.
4. Failure to convene a quorum may adjourn a meeting as outlined in **subparagraphs 1 through 3 of this section.**
5. Scheduled Board meetings that do not reach the appropriate quorum are considered to have taken place and do not need to be made up, unless the Board determines that circumstances require holding an additional meeting.

ARTICLE V THE BOARD AND COMMITTEES

Section 1 – Purpose, Requirements, and Responsibilities of the Board:

The Board determines the policies, rules and regulations, and activities of the HOA, subject to the direction of the HOA. The Board approves the budget, subject to adoption by the HOA at the November meeting, approves the bills and authorizes disbursements, takes counsel with the Committees and delegates responsibilities and authority to Committees, and gives direction to the President.

1. **Composition of Board:** The Board shall be comprised of not less than four (4) but no more than nine (9) Board members, as documented in the **Deed of Dedication, Article V, entitled “BOARD OF DIRECTORS.”** In addition to the Deed of Dedication restrictions, only one individual from a Membership may be on the Board at any time, unless the current Board members determine that the availability of potential Board members is so limited as to require lifting this restriction.
2. **Tenure of Board:** Terms shall be for the period of one year. Each Board member may serve unlimited terms until the election of a successor. A Board member may resign at any time. Vacancies occurring among the Board may be filled at the discretion of remaining Board members by the appointment of individuals to serve such positions for the remaining unexpired terms. Successors shall be elected by the HOA members at the next election.

3. **Standards of Care:** Board members shall perform their duties and carry out their responsibilities in good faith, with prudence and in the best interests of the HOA.
4. **Reliance:** Board members are entitled to rely on the information provided by other Board members, HOA members and other parties contracted to, or requested by, the HOA to provide such information, unless a Board member has actual knowledge that such reliance is not justified.
5. **Removal:** Board members may be removed from the Board, with or without cause by a vote of HOA members at any meeting of the HOA provided a majority of members entitled to vote cast ballots and a majority of the ballots cast are for removal.
6. **Compensation:** Other than reimbursement for actual expenses incurred in the performance of duties of office, Board members shall not be compensated by the HOA for services rendered.
7. **Meetings:** The Board shall set the time, day, and place for regularly held monthly meetings as documented in the **Deed of Dedication in Section 1, Article V, entitled “BOARD OF DIRECTORS.”** Board meetings are open to all members of record and parties requested to attend by the Board or by a member. Board meetings may be rescheduled to another date during the month. Notification of all Board meetings is to be made in the Woodbrook Village newsletter and posting this information following the directions found in the **By-Laws in Subsection 4 of Section 2 – “Meeting Notifications” of Article IV, “MEETINGS.”** The Board shall not use work sessions or other informal gatherings of the Board to circumvent the open meeting requirements of this section. Additional information on meetings may be found in these **By-Laws in Article IV, entitled “MEETINGS.”**
8. **Board Quorum:** Quorum is addressed in these **By-Laws in Subsection 3 of Section 3, Article IV, entitled “MEETINGS.”**
9. **Insurance:** The Board shall assure that an appropriate type and level of insurance coverage is in place at all times in order to protect the HOA and its assets. Further, the Board shall assure that Board members’ liability coverage and fidelity bond coverage is in force at all times to cover the assets of the HOA. Any outside contractor shall provide the Board a copy of a valid insurance policy at the time of validation of a contract or upon request at any later date while the contract is in force.

Section 2 – Election of the Board:

1. **Election of the Board:** Election of the Board shall be held at the May Meeting of the HOA. Board members elected shall assume office on June 1 following the election. The Board members may be re-elected without term limits. In the case of multiple candidates for any office, the nominee receiving the highest number of votes shall be determined the winner.

2. **Nominations:** Nominations for Board positions are restricted to HOA members in good standing. Not later than thirty (30) days preceding the election the Nominations Committee shall report to the Secretary the candidates for each office to be filled at the following election. Additional nominations may be made by individual members at the May meeting by presenting the nominee's written acceptance.
 - a. The Secretary shall prepare a list of all nominees and this list shall be distributed to all members of the HOA not less than ten (10) days prior to the election. A notice of same shall be posted following the directions found in the **By-Laws in Subsection 4 of Section 2 – “Meeting Notifications” of Article IV, “MEETINGS.”**
3. **Vacancies:** Should a vacancy occur during the term of office the Board members may appoint a member of the HOA to fill the position for the remainder of the term. Should a vacancy occur in the office of President the Vice President shall fill the vacancy.

Section 3 – Duties of Board Officers:

1. **President:** The President is the executive officer of the HOA. He or she presides over all meetings of the HOA and Board. He or she is ex-officio member of all committees except the ad hoc Nominating Committee. He or she conducts the affairs of the HOA in accordance with these By-Laws and the Covenants and Restrictions of the HOA. The President shall sign all binding written instruments or contracts of the HOA.
2. **Vice President:** The Vice President presides over meetings of the HOA and Board in the absence of the President. He or she is responsible for coordination of the efforts and reports of the committees as the President may assign, and is ex-officio member of all committees. He or she performs such duties as the President may assign.
3. **Secretary:** The Secretary shall keep the minutes of all HOA and Board meetings, which shall include the record of proceedings and a separate log of actions taken. Shall give proper notice of all Board and HOA meetings as set forth in these By-Laws. Shall post the approved minutes of all Board and HOA meetings in a timely manner following the approval of the minutes. This information shall be posted following the directions found in the **By-Laws in Subsection 4 of Section 2 – “Meeting Notifications” of Article IV, “MEETINGS.”** Shall maintain an accurate and current membership list of HOA members. Shall exercise and discharge any other duties as set forth by the President.
4. **Treasurer:** Financial responsibilities of the HOA encompass collection and handling all monies paid to the HOA and depositing these funds in official depositories, filing all reports and returns required by tax authorities or other government agencies, payment of all bills and disbursement of all funds authorized by the Board or HOA as provided in these By-Laws. The financial records shall be open to inspection by the President, the Board, and auditors appointed by the Board. A true and full report concerning the

financial standing of the HOA shall be made at all Board and HOA meetings by the Treasurer. He or she shall also submit a report concerning any particular expenditures upon written request of six (6) members of the HOA. The foregoing responsibilities, along with other contractual responsibilities, are included in our currently executed management contract. However, the Treasurer works closely with management and our community manager in all the aforementioned aspects relating to the finances and financial standing of the HOA. He or she serves as Chairperson of the Long Range Planning Committee and conducts the annual meeting of this ad hoc Committee.

5. Service Contracts:

- a. Administrative and Financial Management:** The Board may contract with a community management company to manage the administrative and financial affairs of the HOA as specified by the Board. Any such contract shall be submitted to and approved by a majority vote of the Board members who have been tasked with management of the HOA, as stated above in Section 4 of this Article, the Treasurer works with the community management company in all the aforementioned aspects relating to the finances and financial standing of the HOA. All administrative and financial management contracts will include a clause enabling the Board to examine the management company's books and records as they relate to the HOA within a mutually established time frame for compliance with such request. **The community management company shall be covered by a fidelity bond as set forth in Subsection 9, Section 1, Article V, "ASSESSMENTS" of these By-Laws.**
- b. Maintenance Service Contracts:** The Board may contract with an outside party or parties to perform services necessary for the care and maintenance of the HOA as specified by the Board. These contracts will be overseen by the appropriate Committee Chairperson.

Section 4 – Committees Chairs and Members:

- 1. Standing Committees:** In Section 4 of Article II, labeled "DEFINITIONS," of these By-Laws, the following committees are established for an ongoing mission in the governing of the HOA, i.e. Architectural Review Committee, Grounds Committee, Community Center Committee, Social Committee, and Information Committee. The Chairs of these committees shall be members in good standing of the HOA, shall be elected by the members of the HOA, and may serve on the Board. Should one or more of these chairs remain vacant following the election or become vacant due to unforeseen circumstances during the current term, the Board has the discretion to appoint an interim chair to serve until the next election. These chairs and their committee members have such responsibilities and authority as provided in these By-Laws and as delegated by the Board and recorded in the minutes of the Board meetings. The committee members can consist of the residents of Woodbrook Village, to include tenants of non-resident owners, and the non-resident owners themselves. Should a committee chair or member choose to do so, they can solicit the assistance of outside individuals, to include family members,

business associates, etc., who may be willing to volunteer some information relative to a specific issue before the committee. Examples of this might include discussing a landscaping matter with a master gardener, asking an attorney how to properly word document changes being considered. However, any such solicitations are for committee discussion only in preparing presentations to the Board pertaining to a specific issue affecting Woodbrook Village, and are to be conducted so as not to incur any financial obligation for said information for which the HOA could be held responsible without prior Board approval.

2. **Special Committees:** In **Section 5 of Article II, labeled “DEFINITIONS,”** of these By-Laws, ad hoc committees may be created by the Board to address specific problems or situations, and exist only until the purpose for which established has been completed and/or resolved.

ARTICLE VI PROPERTY RIGHTS ON COMMON PROPERTIES

1. **Members' Easements of Common Areas:** Every member shall have a right and easement of enjoyment in and to the Commons Areas, specifically including but not limited to the rights of egress and ingress across the aforesaid Common Areas and such easement shall be appurtenant to, and shall pass with, the title to every assessed Lot.
2. **Rights of the HOA:** The HOA has the right to suspend the voting rights and right of use of the Common Areas by a Member for any period during which any assessment against a Member's lot remains unpaid. The HOA further has the right to suspend the Member's right to the use of utility services, provided directly through the HOA for the non-payment of assessments which are more than sixty (60) days past due, and provided that such suspension shall not endanger the health, safety, or property of the Member or Tenant.
3. The HOA in accordance with the Deed of Dedication and By-Laws has the right to borrow money for the purpose of improving the aforesaid Common Areas, and to mortgage the area in Woodbrook Village designated as Common Areas to secure such borrowed funds, but such mortgage shall be subordinate to the rights of Members.
4. The HOA has the right to dedicate or transfer all or part of the Common Areas to any public agency, authority or utility for such purposes and conditions as may be agreed to by the HOA Members.
5. The HOA must provide notice of any proposed action, mortgage, dedication or transfer, to every member not less than thirty (30) days and not more than sixty (60) days in advance of the intended action and meeting date. No such action of mortgage transfer or dedication shall be effective unless an instrument signed by Members entitled to cast

two-thirds (2/3) of the votes has been recorded agreeing to such action.

6. Any member may delegate, in accordance with these By-Laws, his or her right of enjoyment to the Common Areas to members of his family, guests, and tenants.

ARTICLE VII ASSESSMENTS

The Assessments levied by the HOA shall be in payment of the following: Administrative costs such as Management fees, printing, postage, accounting, licenses, taxes and other fees; Premiums for liability insurance upon the Commons Areas and Officers of the HOA; Water delivered to the Village through the seven (7) existing water meters; Weekly trash removal; Utility bills incurred at the Community Center; Removal of snow from HOA owned and maintained driveways and streets; Repair/maintenance of the Community Center facilities; Maintenance of street lights and electric utility charges; Maintenance and repair of drainage and water retention facilities; Maintenance, improvement and repair of the HOA owned Community Center; "Landscaping Services," including maintenance and improvement of shrubbery, trees, and lawns, including lawn mowing and fertilization, mulching; Funding of the Capital Reserve Account for future capital expenses as described in the Mason and Mason CRA plan of 2014; Payment of expenses incurred in promoting the recreation, health, safety and welfare of the residents of Woodbrook Village.

1. The Owners of any Lot whether or not it shall be expressed in a deed or other conveyance, is deemed to covenant and agrees to pay the HOA:
 - a. Annual assessments, special assessments for capital improvements, and such assessments to be fixed, established, and collected from time to time, as hereinafter provided.
 - b. Any annual assessments in arrears, together with interest thereon at the rate of not less than 12.0% per annum and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment was due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but shall continue as a lien upon said Lot.
2. **Annual Assessments:** The Board, after consideration of current maintenance costs and future needs of the HOA, shall recommend the amount of assessment for each Lot at least thirty (30) days in advance of the November HOA meeting. Assessment payment due dates shall be established by the Board. The HOA shall, upon demand at any time,

furnish a certificate in writing signed by an Officer of the HOA, setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board for issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

- a. Change in Annual Assessment:** The amount of the annual assessment may be increased or decreased by an affirmative vote of two-thirds (2/3) of persons voting in person or by proxy, at a meeting duly called for this purpose. Written notice shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.
 - b. Quorum for Action:** Quorum is addressed in the **By-Laws in Subsection 1 [a] of Section 3, Article IV, entitled "MEETINGS."**
- 3. Special Assessments:** In addition to the annual assessments authorized above, the HOA may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or maintenance or replacement of capital improvements upon the Common Areas, specifically but not limited to the maintenance, repair and improvement of any HOA owned driveways, streets or community center.
 - a. Enactment of Special Assessments:** A special assessment may be enacted by the HOA by an affirmative vote of two-thirds (2/3) of persons voting in person or by proxy, at a meeting duly called for this purpose. Written notice of which shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days prior to the meeting containing the purpose of said special assessment.
 - b. Quorum for Action:** Quorum is addressed in the **By-Laws in Subsection 1 [b] of Section 3, Article IV, entitled "MEETINGS."**

ARTICLE VIII ANNUAL FINANCIAL ACCOUNTABILITY

- 1.** The Board shall, at its October meeting, approve a proposed Woodbrook Village budget for the coming year. This budget shall represent a good faith estimate of the financial needs of HOA for the next year. This proposed budget shall be voted upon by Members of the HOA at the annual meeting in November.
- 2.** The budget proposed by the Board shall provide the best estimates to cover the expenses of the HOA for the coming year, and the amount needed to fund the following year's contribution to the Capital Reserve account so as to ensure it remains fully funded.

ARTICLE IX RESTRICTIONS AND COVENANTS

Enforcement of these By-Laws shall be governed by the Woodbrook Village Deed of Dedication. The Lots in Woodbrook Village shall be subject to the following restrictions, which are constituted covenants real and run with the land.

1. The Woodbrook Village is designated as a fifty-five (55) years old and over community as established and specified in **Deed of Dedication in Article VIII, entitled “USE, RESTRICTIONS AND COVENANTS.”**
2. Committees of the HOA shall, with the approval of the Board, develop, publish, and maintain the detailed rules, regulations, and restrictions governing the appearance of the HOA.

Examples of these Rules and Regulations include, but are not limited to:

- Rental Guidelines
- Use of the Community Center
- Grounds Committee – includes common area use, vehicle parking, fencing, custom landscaping, and plantings.
- Architectural Review Committee – includes outside light fixtures, door paint color, roof replacement, awnings, satellite dish placement, patios, porch railings, exterior light fixtures.

ARTICLE X LEASES

1. The term “leases,” as used herein, shall be as documented in the **Deed of Dedication in Article IX, Section 1, subsections [a] through [c], labeled “LEASES.”**
2. All homeowners shall provide emergency contact information (names, telephone numbers, and E-mail addresses if applicable) for their tenants to the HOA’s management company and Board secretary, together with an executed copy of the lease, for their files.
3. As per the **Deed of Dedication in Article VIII, Section 1, labeled “USE, RESTRICTIONS AND COVENANTS,”** at least one occupant of a leased home must be fifty-five (55) years of age or older, to the extent allowed by law.

4. Homeowners have the right to delegate to tenants all rights and enjoyment of the common areas as specified in **Article VI, Section 2, of the Deed of Dedication labeled “PROPERTY RIGHTS IN COMMON PROPERTIES.”** Homeowners shall provide written documentation of such delegation, duly executed by the homeowners and tenants, to the HOA’s management company. Tenants shall be subject to all covenants and rules applied to homeowners by the HOA, agreeing to compliance of same by their execution of the delegation document.
5. Homeowners shall remain liable for all quarterly dues payments and special assessments levied against their property. Homeowners shall provide a forwarding address to the HOA’s management company for billing purposes, together with the mortgagee name and address, if applicable.
6. Homeowners, or their representative, should inspect their rental property quarterly for damages or violations by their tenants. Unoccupied rental property should be inspected monthly for maintenance issues, damages, and vandalism.
7. Homeowners of all rental properties shall be liable for all violations of rules and regulations (to include all unauthorized exterior changes or additions) and for all damage to common areas caused by their tenants or associated guests.
8. In the event of an eviction process to remove said tenants and as a result of said conviction, damage is incurred to the common areas , these damages shall be corrected in accordance with the HOA’s rules and regulations, and shall be paid for by the homeowners.
9. No “For Rent” signs are allowed, or are to be displayed, on any lot or common area at any time as specified in **Article VIII, Section 3, of the Deed of Dedication labeled “USE, RESTRICTIONS AND COVENANTS.”**

**ARTICLE XI
HOA RECORDS**

1. The HOA and Management shall have the following records kept in a current, correct, and complete manner:
 - a. Books of account and records of all financial matters.
 - b. Minutes of all Board and HOA meetings.
 - c. Membership lists.

- d. Insurance policies, endorsements, and binders to such.
 - e. Contracts and agreements.
 - f. Other records and documents as expressed in the Deed of Dedication.
2. The HOA and Management shall make available for inspection and reproduction any books and records of the HOA, as specified by any member or their duly authorized representative, during normal business hours within seven (7) days notice of such request. The HOA may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof.
 3. The Board shall make available to Lot Owners, lenders and insurers or mortgage loan guarantors on any Lot in Woodbrook Village, copies of any instrument of the HOA governing property in Woodbrook Village. The HOA may impose and collect a charge, reflecting the reasonable costs of materials and labor, not to exceed the actual costs thereof.
 4. The Board and Management shall make available for examination by the above specified parties, the book, records, financial statements, and any other information of material importance that might affect the value of the Common Areas or viability of the HOA in general.

ARTICLE XII BY-LAW AMENDMENTS

These By-Laws may be amended by the membership of the HOA at a membership meeting under the following conditions:

1. If initiated by Woodbrook Village Members, the proposed amendments must be submitted in writing to the Board not less than sixty (60) days prior to a scheduled HOA meeting. Changes initiated by the Board shall be governed by Section 2 below.
2. The Board shall inform the membership in writing of the proposed amendment not less than thirty (30) days prior to the meeting date.
3. The membership at the meeting must approve the amendment by a two-thirds (2/3) majority of members entitled to vote. For further information, reference the **By-Laws Sub-Subsection [c] of Subsection 1 of Section 3 of Article IV, entitled "MEETINGS."**
4. Any amendment to these By-Laws shall not cause any inconsistency with the Articles of Incorporation or the Deed of Dedication.