

Jerdone Island Association, Inc.
138 Jerdone Island Drive
Bumpass, Virginia 23024-4610

AMENDED AND RESTATED BY-LAWS SEPTEMBER 18, 2020

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	WEBSITE	www.jerdoneisland.org

This is a 2020 Revision of the By-Laws that were adopted by the Membership of Jerdone Island Association Inc., July 2010 and Amended and Revised August 7, 2012.

If at any time the Lot is sold, the Key to the Common Area will be surrendered to any Board of Director of the Jerdone Island Association, Inc. before going to Settlement.

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For purpose of these By-laws, the following definitions shall apply:

- a) "Articles of Incorporation" shall mean the Articles of Incorporation dated October 10, 1973, which incorporated Jerdone Island Association, Inc. as a Nonstock Corporation.
- b) "Annual Boat Slip Maintenance Assessment" shall also mean Boat Slip Lease Fee.
- c) "Assessments" shall mean the annual Lot Assessments and / or Boat Slip Lease Fees that are paid by the Class "A" Members for Properties and / or Boat Slips.
- d) "Association" shall mean and refer to Jerdone Island Association, Inc., its successors and assignees, as well as the Board of Directors acting for the Association.
- e) "Board of Directors" shall mean those elected by the Membership of the Jerdone Island Association, Inc. at the Regular or any Special Membership meeting called, for the purpose of electing the Board of Directors.
- f) "Boat Slip Lease Fee" shall mean the fee that is collected from each Class "A" Member who is leasing a Boat Slip.
- g) "Boat Slip Lease Agreement" shall mean the document signed by any Class "A" Members and the Board of Directors that states they are leasing a Boat Slip.
- h) "Boat Slip Lessee" shall mean any and all Class "A" Members who have leased a Boat Slip.
- i) "By-laws" shall mean the By-Laws that are deemed to be the most current, such as these Amended and Restated By-laws.
- j) "Declaration of Covenants, Conditions and Reservations" shall mean the Declaration of Covenants, Conditions and Reservations that are for Sections A, B, C and D that shall run with the land and be binding upon the Membership of the Jerdone Island Association, Inc.
- k) "Class A Member" shall mean every Owner of a Lot, which is subject to an Assessment.
- l) "Class C Member" shall mean persons who are not Owners admitted to membership by the Board of Directors of the Jerdone Island Association, Inc.

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- m) "Code of Virginia" shall mean the Code of Virginia Title 13.1 Corporations, Chapter 2 Nonstock Corporations; Title 55 Property and Conveyances Chapter 19 Subdivided Land Sales Act; and Chapter 26 Property Owner's Association Act.
- n) "Common Areas" shall mean all real property owned by the Association for the common use and enjoyment of the Membership and including certain adjacent shore areas not owned by the Association, including rights to use such properties and interest therein.
- o) "Common Area Key Agreement" is the Document between all Class "A" and "C" Members in good standing and the Jerdone Island Association, Inc. This document will be received as well as a Key to the Common Area of Jerdone Island, after a deposit has been made and a Key has been issued to the new Member of JIAI.
- p) "JIAI" shall mean Jerdone Island Association, Inc.
- q) "Lot" shall mean and refer to any numbered parcel of land shown upon any recorded subdivision map of the Properties, with the exception of reserved areas, road areas and well lots.
- r) "Lot Assessment" shall mean the fee that is collected from each Class "A" Member who owns real property in Section A, B, C or D.
- s) "Member in Good Standing" shall mean all Class "A" Members who have paid the Annual Assessments, Special Assessments, Boat Slip Lease Fee and any other dues or fees by the end of each fiscal year, that are payable to Jerdone Island Association, Inc.
- t) "Officers" shall mean those that have been appointed or elected by the Board of Directors of Jerdone Island Association, Inc.
- u) "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of any Lot or Single Family Dwelling Unit which is part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of obligation.
- v) "Properties" shall mean and refer to that certain real property herein before described, and such additions thereto as may hereafter be subjected to the restrictions in these By-laws.
- w) "Proxy" shall mean the instrument authorizing one person to represent, act, and

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vote for another at any meeting of Jerdone Island Association, Inc.

- x) "Special Assessments" shall mean an assessment against the JIAI Membership if the purpose in so doing is found by the Board of Directors of Jerdone Island Association, Inc. to be in the best interests of JIAI and the proceeds of the assessment are used primarily for the maintenance and upkeep of the common area and such other areas of association responsibility expressly provided for in the declaration, including capital expenditures.
- y) The definitions in Va. Code Ann. § 55.1800-1836, *Property Owners' Association Act* (2019).

ARTICLE I – MEMBERSHIP RESPONSIBILITIES AND PRIVILEGES

SECTION 1: Membership: Every Owner of a Lot, which lot is subject to an Assessment or Special Assessment, shall be a Class "A" Member of the Association. Class "A" Membership shall be appurtenant to and may not be separated from ownership of such Lot. The Association may by appropriate resolutions provide for the admission of Members other than Owners who shall be known as Class "C" Members and may restrict the rights, duties, and privileges of such Class "C" Members.

SECTION 2: Owner's Easement of Enjoyment: Every Owner who is a Member in Good Standing of the JIAI shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the membership in the Association, subject to the following provisions:

- a) The right of the JIAI to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas; and subject to the rights of others given a like use of such areas and facilities.
- b) The right of the JIAI to suspend the voting rights and rights to use of the recreation facilities as Common Areas by an Owner for any period during which any Assessment against an Owner of a Lot, or Boat Slip Lease fee remains unpaid; and to suspend the right to use of the recreational facilities and Common Areas for infraction of its published rules and regulations.
- c) The right of the JIAI to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors. No such dedications or transfer shall be effective unless by instrument approved by at least two-thirds (2/3) affirmative vote of the membership of the Board of Directors at a meeting duly held with notice for that purpose.
- d) The right of the JIAI BOD to restrict usage of the recreation facilities and Common Areas by an owner for violation of safety rules, Common Area Usage Rules, or reckless behavior.

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SECTION 3: Annual Lot Assessment: Until and unless increased as provided in this section, the annual Lot Assessment shall be Two Hundred Dollars (\$200.00), which shall be used only for the purpose stated in this Section.

The Lot Assessments levied by the JIAI shall be used exclusively to promote the recreation, health, safety and general welfare of the JIAI Membership by improvement and maintenance of the Common Area, including safe access to the Common Area, and of the structures situated upon or which may be erected upon the Common Area. In the event that the need for maintenance or repair is caused through a willful or negligent act of an Owner, his family, guest, permittees, or invitees, the cost of such maintenance or repair shall be added to and become a part of the Lot Assessment to which such Owner's Lot is subject. The Lot Assessment may be increased by up to and including 15% of the previous Assessment by the Board of Directors. Any annual increase of more than 15% may be imposed only by a majority vote of the JIAI Membership present or represented by proxy at an annual meeting.

SECTION 4: Annual Boat Slip Lease Fee: Until and unless increased as provided in this section the annual Boat Slip Lease Fee shall be One Hundred Dollars (\$100.00), and shall be assessed to each Class "A" Member in Good Standing who has leased a Boat Slip. The Boat Slip Lease Fee shall be a part of the general funds collected by JIAI. The Boat Slip Lease Fee may be increased only by a majority vote of the Board of Directors of the Association.

SECTION 5: Boat Slip Lease Agreement: Any Class "A" Member in Good Standing who Leases a Boat Slip shall sign a Boat Slip Lease Agreement, and be subject to the Rules, Regulations, Covenants, Conditions and Reservations stated therein. The Board of Directors of Jerdone Island Association, Inc., shall maintain a record of each Boat Slip Lease Agreement. Failure by a New Lot Owner to execute a Boat Slip Lease Agreement within sixty (60) days of taking title to a lot that has been previously associated with a numbered Boat Slip will result in the Boat Slip reverting back to the JIAI to be leased to someone else.

SECTION 6: Boat Slip Availability: Boat Slips that become available for Lease, will be Recorded and Maintained by the Board of Directors. Any Class "A" Member in Good Standing may request to be placed on the Boat Slip Lease waiting list. Available Boat Slips will be assigned by the Board of Directors according to the order of receipt of a Written Request to Lease a Boat Slip or change a Boat Slip assignment and upon the payment of a fee of \$1,000.00 after the Class "A" Member in Good Standing has been offered a Boat Slip Lease Agreement or a change in Boat Slip assignment. These requests will be kept in order of the Date and Time of receipt of the written request. The Board of Directors may waive the \$1,000.00 fee for a change in Boat Slip assignment if it is documented as in the best interest of the Association.

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SECTION 7: *Payment of Assessments and Boat Slip Lease Fee:* The Lot Assessment and Boat Slip Lease Fee shall be due and payable yearly, in advance, on the first day of April of each year, unless the Board of Directors of the Association shall set a different time and manner for payment.

SECTION 8: *Effect of Nonpayment of Assessments Remedies of the Association:* Any Assessments or Boat Slip Lease Fee not paid by April 1 each year shall incur a late fee of \$50.00 and the Assessments plus the late fee shall begin bearing interest at the rate of one and one-half percent (1.5%) per month until paid. The Association may perfect a lien, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property within the Association or both, or pursue any other remedy provided by state law. No Owner may waive or otherwise escape liability for the Assessments or Boat Slip Lease Fee provided for herein by failure to participate in the Association, non-use of the Common Area or abandonment of his Lot.

SECTION 9: *Creation of the Lien and Personal Obligation:* Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the JIAI the Lot Assessment. Each Boat Slip Lessee, by execution of a Boat Slip Lease Agreement is deemed to covenant and agree to pay to the JIAI the Boat Slip Lease Fee. The Lot Assessment or Boat Slip Lease Fee, as the case may be, together with interest, costs and reasonable attorney's fees, shall be a continuing lien upon the property owned by the Owner or Lessee, as the case may be, within the JIAI. Each such Assessment, together with 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 Assessments fell due. The personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

SECTION 10: *Subordination of the Lien to Mortgages:* The lien of the Assessments provided for herein shall be subordinate to the lien of any first term deed of trust on any Lot. Sale or transfer of any Lot shall not affect the assessed lien. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

SECTION 11: *Suspension:* Membership of each owner in the JIAI shall entitle such Owner thereof, subject to the provisions of these By-laws, and subject to the prior rights in favor of the JIAI or limitations thereon, to the use of all Common Areas, together with the rights of ingress and egress upon said Common Areas. However, if it is determined by the JIAI that an Owner is using Common Areas unreasonably, or for commercial purposes, the JIAI reserves the right to order that such use of the Common Area cease or to suspend the right to use the Common Area by such Owner and those to whom he may have delegated such rights.

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SECTION 12: Voting Rights: The JIAI shall have two classes of voting memberships:

1. Class A: Class “A” Members shall be all Owners of Lots and shall be entitled to one (1) vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be Class “A” Members, but such Lot shall only have one (1) vote. The vote for such Lot with multiple owners shall be exercised as they among themselves determine, or should they not be able to agree, then in any manner the presiding officer of the JIAI may determine, but in no event shall more than one vote be cast with respect to any Lot.

2. Class C: Class “C” Members shall be persons admitted to membership by the Board of Directors of the JIAI who are not Owners, and they shall have only such voting rights, if any, as may be designated by the JIAI from time to time in the By-laws.

SECTION 13: Date of Commencement of Annual Assessments and Boat Slip Lease Fee: *Due Date:* The Assessments provided for herein shall commence upon the delivery of the deed to such Lot or the execution of a Boat Slip Agreement by the JIAI. Once Annual dues are paid, or Boat Slip Lease Fee is paid it is considered paid for the duration of the Calendar Year or period of the Lease. Any pro-ration of paid Dues and Assessments and Boat Slip Lease Fees shall be pro-rated between any Seller or Buyer of a Lot in Jerdone Island. The JIAI shall upon demand of a proper party in interest report whether the Assessments on a specified Lot have been paid.

SECTION 14: Enforcement: The JIAI shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of these By-laws. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 15: Amending and Restating Covenants, Conditions, and Restrictions; By-Laws; or Boat Slip Lease Agreement: The BOD of JIAI may Amend and Restate the Covenants, Conditions, and Restrictions; By-Laws; or Boat Slip Lease Agreement at any time to allow them flexibility to govern within their fiduciary responsibilities to the Membership of JIAI. All Amendments to the Covenants, Conditions, and Restrictions and the By-Laws, except Assessments and Fee increases as provided in Article I, Sections 3, 4, and 5 shall be presented to the membership at the annual meeting for ratification or cancellation by majority vote.

SECTION 16: Severability: Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

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ARTICLE II – STOCKHOLDERS MEETING

SECTION 1: Annual Meeting: The annual meeting of the membership of JIAI shall be held on the second Saturday in October of each year. If that day is a legal holiday, the annual meeting shall be held on the next succeeding Saturday that is not a legal holiday.

SECTION 2: Other Meetings: Meeting of the Members shall be held whenever called by the President or the Secretary, by a majority of the Directors, or by a group of persons constituting at least thirty percent (30%) of the JIAI membership having a right to vote. However, anything to the contrary in these By-laws notwithstanding, notice may be waived in accordance with “The Code of Virginia”, as amended. Any action which may be taken at a meeting of the JIAI Membership or Board of Directors of JIAI may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all persons who would be entitled to vote upon such action at a meeting, and filed with the Secretary of JIAI to be kept in the JIAI records.

SECTION 3: Quorum and Voting: Persons holding thirty percent (30%) of the qualified votes of JIAI Membership shall constitute a quorum at the Annual meeting of the JIAI Members. If the required quorum is not present or represented by proxy another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 4: Closing Membership Books and Record Date: The Board of Directors may close the JIAI Membership book on October 1 of any year to determine what Members in Good Standing of the JIAI Membership will be entitled to notice of, or to vote at any meeting of the JIAI Membership or any adjournment thereof.

SECTION 5: Conduct of Meetings: The President shall preside over all meetings of the Members. If the President is not present, the Vice-President shall preside. If neither of these officers is present, the JIAI Membership at the meeting shall elect a Chairman. The Secretary of the JIAI shall act as Secretary of all meetings if present. If the Secretary of the JIAI is not present, the Chairman shall appoint a Secretary of the meeting. The Chairman of the meeting may appoint one or more inspectors of the election to determine the qualification of voters, the validity of proxies, and the results of ballots.

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ARTICLE III – BOARD OF DIRECTORS

SECTION 1: Responsibility of the BOD: The Board of Directors shall have all corporate powers granted by law to be exercised by, or under the authority of, the Membership of Jerdone Island Association, Inc.

SECTION 2: Number, Election and Terms: The Board of Directors shall be elected to a one (1) year term at the annual meeting or at any special meeting held in lieu thereof. The number of Directors shall be no less than three (3) or more than five (5).

SECTION 3: Meetings and Notices: Meetings of the Board of Directors shall be held at times fixed by resolution of the Board, or upon the call of the President or the Secretary, or upon the call of a majority of the Board. A regular meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of Membership (weather permitting). Notice of the time, date, and place of each meeting of the Board of Directors shall be published where it is reasonably calculated to be available to a majority of the lot owners. A majority of the Directors fixed by these By-laws shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Less than a quorum may adjourn the meeting to a fixed time and place.

SECTION 4: Executive Session: An Executive Session of the Board of Directors may be convened in order to consider personnel matters; consult with legal counsel; discuss and consider contracts, pending or probable litigation and matters involving violations of the declaration or rules and regulations adopted pursuant thereto for which a member, his family members, tenants, guests or other invitees are responsible; or discuss and consider the personal liability of members to the association, upon the affirmative vote in an open meeting to assemble in executive session.

SECTION 5: Comments: The board of directors shall provide a designated period of time during a meeting to allow members an 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 of directors may limit the comments of members to the topics listed on the meeting agenda.

ARTICLE IV – OFFICERS

SECTION 1: Election and Removal: The Board of Directors promptly after its election shall elect a President, such Vice - Presidents as it deems appropriate, a Secretary and a Treasurer or such other officers as it may deem necessary or proper. Any Director or Officer may hold more than one office except that the same person shall not be President and Secretary. Each Director or Officer elected or appointed shall hold office until his or her death, resignation or removal or until his or her successor is elected and qualified, but any Director or Officer may be removed summarily with or without cause at any time by

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a vote of a majority of all the Directors. The Directors shall fill vacancies among the Officers.

SECTION 2: Duties: The officers of the Jerdone Island Association, Inc. shall have such duties as generally pertain to their respective offices as well as such powers and duties as from time to time that may be delegated to them by the Board Of Directors of Jerdone Island Association, Inc.

ARTICLE V – INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each person now or hereafter a director or officer of the JIAI (and his heirs, executors and administrators) shall be indemnified by the JIAI against all claims, liabilities, judgments, settlements, costs and expenses, including all attorney's fees, imposed upon or reasonably incurred by him in connection with or resulting from any action, suit, proceeding or claim to which he is or may be made a party by reason of his being or having been a Director or Officer of the JIAI (whether or not a Director or Officer at the time such costs or expenses are incurred by or imposed upon him), except in relation to matters as to which he has been finally adjudged in such action, suit or proceeding to be liable of gross negligence of willful misconduct in the performance of his duties as such Director or Officer, or in relation to any other proceeding in which he was adjudged liable on the basis of an improper personal benefit received by him. In the event of any other judgment against a Director or Officer or in the event of a settlement, the indemnification shall be made only if the JIAI shall be advised, in case none of the persons shall be or have been a Director, by the Board of Directors of the JIAI, and otherwise by independent counsel to be appointed by the Board of Directors, that in its or his opinion such director or officer was not guilty of gross negligence or willful misconduct in the performance of his duties, and in the event of a settlement, that such settlement was or is in the best interest of the JIAI. If the determination is to be made by the Board of Directors, it may reply to all questions of law on the advice of independent counsel. Such right of indemnification shall not be deemed exclusive of any rights to which he may be entitled under any by-law, agreement, vote of stockholders, or otherwise.

ARTICLE VI – CHECKS, NOTES AND DRAFTS

Checks, notes, drafts, and other orders for the payment of money shall be signed by such persons as the Board of Directors from time to time may authorize. The signature of any such person may be a facsimile when authorized by the Board of Directors.

ARTICLE VII – FISCAL YEAR

The fiscal year of the JIAI, unless otherwise adopted by the Board of Directors, shall be October 1st of each year until September 30th of each year.

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ARTICLE VIII – BOOKS AND RECORDS

The Association shall keep correct and complete books of record of account and shall keep minutes of the Members meetings and Directors meetings, and shall keep at its registered office or principle place of meetings, or at the office of its transfer agent or registered agent, a record of its membership, giving the names and addresses of all members and the class of membership designated A or C as described in these By-laws.

LEGAL REFERENCES

CODE OF VIRGINIA

Title 13.1 – CORPORATIONS

[Chapter 10](#) Virginia Nonstock Corporation Act ([13.1-801](#) thru [13.1-946](#))

Title 55.1 - PROPERTY AND CONVEYANCES.

Chapter 18 - Property Owners' Association Act (as amended)

ARTICLES OF INCORPORATION OF JERDONE ISLAND ASSOCIATION, INC. (October 10, 1973)

DECLARATION OF COVENANTS, CONDITIONS AND RESERVATIONS SECTIONS A, B, C and D JERDONE ISLAND (Recorded and Filed with the Clerk's Office of the Circuit Court of Louisa County, Virginia)

BY – LAWS OF JERDONE ISLAND ASSOCIATION, INC. (Amended and Restated January 14, 2012).

BOAT SLIP LEASE AGREEMENT (Amended and Restated August 30, 2019).

COMMON AREA KEY AGREEMENT (Amended and Restated August 19, 2019).

If at any time the Lot is sold, the Key to the Common Area will be surrendered to any Board of Director of the Jerdone Island Association, Inc. before going to Settlement.

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BY-LAWS SIGNATURE PAGE

IN WITNESS WHEREOF the parties have hereunto set their hands and seals of the day and year written below:

ASSOCIATION PROPERTY OWNER (S) RECEIVING BY-LAWS

Printed Name of Lot Owner Signature of Lot Owner

Home Street Address

City State Zip Code + 4

Home Phone Cell Phone

Printed Name of Lot Co-Owner Signature of Lot Co-Owner

Home Street Address

City State Zip Code + 4

Home Phone Cell Phone

Section # Lot # Slip #

Date

ASSOCIATION DIRECTOR

Printed Name of Association Director Signature of Association Director

Date

This “BY-LAWS SIGNATURE PAGE” will be kept on file by the Board of Directors of Jerdone Island Association, Inc.