

1 AMENDED AND RESTATED  
2 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
3 FOR JERDONE ISLAND  
4

5 KNOW ALL MEN BY THESE PRESENTS: That Jerdone Island Association, Incorporated, a Virginia  
6 Non-Stock Corporation (hereinafter called “Jerdone Island Association, Inc.”. or “JIAI” or  
7 “Association”) does hereby declare and make known that:  
8

9 WITNESSETH  
10

11 **WHEREAS**, a Declaration of Covenants, Conditions and Restrictions (Section A) was recorded among  
12 the Land Records of Louisa County, Virginia (“Land Records”) in Deed Book 185 Page 101 of (“Original  
13 Declaration”); an Amendment to Declaration of Covenants, Conditions and Restrictions (Section A) was  
14 recorded among the Land Records in Deed Book 215, Page 529; Declaration of Covenants, Conditions  
15 and Restrictions (Section C) was recorded among the Land Records in Deed Book 369, Page 10; a  
16 Declaration of Covenants, Conditions and Restrictions (Section D) was recorded among the Land Records  
17 in Deed Book 428, Page 629 - July 1992; a Declaration of Covenants, Conditions and Restrictions and  
18 Amendments Thereto (Sections A and B), was recorded among the Land Records in DB 456, Page 175 -  
19 Dec. 2, 1993; a Declaration of Covenants, Conditions and Restrictions and Amendments Thereto (Section  
20 A), was recorded among the Land Records in Deed Book 470, Page 808 – July 13, 1994; a Declaration  
21 of Covenants, Conditions and Restrictions and Amendments Thereto (Section C), was recorded among  
22 the Land Records in Deed Book 470, Page 809 – July 13, 1994; a Declaration of Covenants, Conditions  
23 and Restrictions (Section B) was recorded among the Land Records in Deed Book 494 ,Page 134 - August  
24 18, 1995; a Declaration of Covenants, Conditions and Restrictions and Amendments Thereto (Sections A  
25 and B) was recorded in Deed Book 582, Page 046 – September 14, 1998; a Declaration of Covenants,  
26 Conditions and Restrictions and Amendments Thereto (Sections A, B and C) were recorded among the  
27 Land Records in Deed Book 639, Page 145 – May 15, 2000 (collectively the “Declarations”); and an  
28 Amended and Consolidated CC&R Sections A, B, C, and D recorded in DB 1292, Page 0011 - September  
29 5, 2012) (collectively “the Jerdone Island Declarations”).  
30

1 **WHEREAS**, Section A Lots 1 through 38 inclusive, Jerdone Island, Louisa County, Virginia, as shown  
2 on the plat by Hart & Bell, Certified Land Surveyors, recorded in the Clerk's Office of the Circuit Court  
3 of Louisa County, Virginia, in Subdivision Plat Book 6, page 137 (“Plat A”);

4  
5 **WHEREAS**, Section B Lots 1 through 8 inclusive, 10 through 30 inclusive, 35 through 38 inclusive, 43  
6 through 48 inclusive, Jerdone Island, Louisa County, Virginia, as shown on the plat by Hart & Bell,  
7 Certified Land Surveyors, recorded in the Clerk's Office of the Circuit Court of Louisa County, Virginia,  
8 in Subdivision Plat Book 7, page 74 and 75 (“Plat B”);

9  
10 **WHEREAS**, Section C Lots 52 through 87 inclusive, Jerdone Island, Louisa County, Virginia, as  
11 shown on the plat by Hart & Bell, Certified Land Surveyors, recorded in the Clerk's Office of the Circuit  
12 Court of Louisa County, Virginia, in Subdivision Plat Book 8, pages 314 and 315 (“Plat C”);

13  
14 **WHEREAS**, Section D Lots 88 and 89 inclusive Jerdone Island, Louisa County, Virginia, as shown on  
15 the plat by Hart & Bell, Certified Land Surveyors, recorded in the Clerk's Office of the Circuit court of  
16 Louisa County, Virginia, in Subdivision Plat Book 8, page 576 (“Plat D”);

17  
18 **NOW, THEREFORE**, the Members of the Jerdone Island Association, Inc. hereby covenant and  
19 declare that the real property described in the Jerdone Island Declarations and the real property in  
20 described in the Plat A Plat B, Plat C and Plat D shall be held, acquired and encumbered subject to the  
21 terms and provisions hereof, all of which shall run with the land (including all improvements thereon)  
22 and bind and inure the benefit of all persons who may now or hereafter occupy or enter upon any portion  
23 of the properties subject to right of the Association, acting through its members, shall be consolidated  
24 and incorporated into this Amended and Restated Declaration of Covenants, Conditions and Restrictions  
25 for Jerdone Island (the “Declaration”) in accordance with the provisions set for amendment set forth  
26 herein and Virginia law.

27  
28 **NOW, THEREFORE**, the covenants and restrictions of this Declaration shall run and bind the land,  
29 and shall inure the benefit of and be enforceable by the Association, or the Owner of any Lot subject to,  
30 after which time the covenants shall be automatically extended for successive periods of ten (10) years,

1 unless amended as provided herein.  
2

3 **ARTICLE I - LOT USE RESTRICTIONS AND RESERVATIONS**  
4

5 **SECTION 1:** No Lot shall be used for any purpose other than residential, and no structure shall be  
6 erected upon any Lot except a detached single-family dwelling and not more than two (2) outbuildings,  
7 including a private garage. No accessory building shall be more than one story high. All accessory  
8 structures shall be of the same color as the main dwelling. Only one dwelling house shall be erected  
9 upon any Lot, and no Lot may be re-subdivided except with written approval of the Jerdone Island  
10 Association, Incorporated.  
11

12 **SECTION 2:** No construction of buildings, fences, kennels, roads, carports, enclosures, or other  
13 structures or alteration thereto shall commence until plans for such project shall have been submitted  
14 and approved in writing by the Architectural Review Committee (herein called Committee) appointed  
15 by the Jerdone Island Association, Inc. Such plans shall include plat or plan of Lot showing location of  
16 proposed project, working drawings and complete specifications and construction schedule. The plan  
17 shall show the extent of the area to be cleared of trees. In order that structures will be located with  
18 proper regard to topography and other aspects of the surrounding area, the Committee reserves the right  
19 to make the final decision on the exact location of any structure on any Lot.  
20

21 **SECTION 3:** No dwelling house shall be erected of a ranch or one story type with total floor or living  
22 space of less than 1200 square feet, or 800 square feet on ground level for a two story house, or 1400  
23 square feet for a tri-Level house (the lower level of which may be unfinished area, but included in the  
24 required square footage), exclusive of all basements, porches, breezeways, garages, unfinished utility  
25 rooms, tool rooms and storage space. No dwelling shall exceed 35 feet in height as measured from the  
26 lowest level. No cinderblock, stucco or asbestos shingles shall be permitted for the finished exterior of  
27 any structure. Construction of a dwelling house and improvements must be performed in a workmanlike  
28 manner, and the exterior of all buildings and removal of construction materials shall be completed  
29 within nine (9) months after the start of construction.  
30

1 **SECTION 4:** Any structure erected on any Lot shall be set back at least sixty (60) feet from the front  
2 line, twenty-five (25) feet from the rear Lot line, and ten (10) feet from the side Lot lines, except that the  
3 Committee may allow variances and adjustments in order to overcome practical difficulties and prevent  
4 unnecessary hardships in the application of the provisions contained herein.

5  
6 **SECTION 5:** Signs shall be permitted on platted residential Lots as follows: Residential identification  
7 signs, For Sale signs, and contractor signs. For Sale signs must comply with the requirements of the Real  
8 Estate Board and be removed immediately upon sale of the Lot. Contractor signs must be removed  
9 immediately upon completion of construction. No other signs of any nature whatsoever shall be  
10 permitted on any platted residential Lot or common property without the express written permission of  
11 the Committee. Unsightly signs of any nature, as determined by the Committee, will be removed by the  
12 Association.

13  
14 **SECTION 6:** No fowl, swine, cattle, sheep, goats, horses or other domestic or wild animals shall be  
15 maintained on any Lot, nor bred for business or commercial purposes, except that dogs and cats of a  
16 quiet and inoffensive nature and kept solely as household pets shall be permitted.

17  
18 **SECTION 7:** No mobile home, recreational vehicle, to include travel trailer, camper unit, tent, or other  
19 temporary living quarters (as defined by Va. Code Ann. § 66-2 and § 86-2 as amended) (1950)) shall be  
20 placed, maintained, or occupied on any Lot. However, storage of one (1) recreational vehicle on the  
21 premises will be permitted after a dwelling house has been built provided it is kept in the side or rear  
22 yard of the residence. Current license plates and registration must be maintained at all times unless the  
23 recreational vehicle is stored within an enclosed garage. No temporary structure shall be placed or  
24 erected on any Lot, except that the Committee may grant permission for such temporary structure for  
25 storage of materials during actual construction.

26  
27 **SECTION 8:** Every fuel tank or other storage tank installed outside any building shall be buried  
28 beneath the surface of the ground. As alternative, if it is not feasible to bury storage tanks, a request for  
29 a variance must be submitted to the Committee detailing the reason such burial is not feasible, location  
30 where the storage tanks will be placed, and the manner and material to be used to conceal them from

1 view. Every outdoor receptacle for ashes, trash, rubbish, or garbage shall be screened or so placed and  
2 kept as not to be visible from any neighbor or roadway at any time except during refuse collection.

3  
4 **SECTION 9:** Prior to the beginning of construction of any structure on any Lots, and prior to the  
5 delivery of materials for such construction, entrance driveways meeting Virginia Department of  
6 Transportation specifications shall be constructed to afford access to the Lot, and all building material  
7 shall be stored on the Lot and not on the street. Each Lot owner shall be responsible for any damage to  
8 the streets and drainage ditches in the Subdivision caused by the contractor or any subcontractor  
9 engaged in the construction or the improvements for such owner if such damage results from activities  
10 causally related to the construction of such improvements.

11  
12 **SECTION 10:** Each Lot owner shall construct and maintain suitable and adequate parking space on his  
13 Lot for parking his vehicles and vehicles of his guests, so that said vehicles when parked do not obstruct  
14 or interfere with, vehicular travel on any roads or streets within the Jerdone Island Subdivision.

15  
16 **SECTION 11:** No motor vehicle or sizable portion thereof which does not have a valid inspection  
17 sticker and license to permit its operation on the highway of the State shall be permitted to be parked on  
18 any street or on any Lot within the Jerdone Island Subdivision, except that said vehicle may be stored  
19 totally within a garage or carport. No truck larger than three-quarters (3/4) ton, (except recreational  
20 vehicle as defined in Va. Code Ann. § 66-2 and § 86-2 as amended (1950)) shall be parked overnight or  
21 longer on any street or Lot in such a manner as to be visible from any street, road, or Common Area,  
22 except those vehicles which are necessary during the period of actual construction and a recreational  
23 vehicle as provided in Article I, Section 7, of the Jerdone Island Covenants, Conditions, and  
24 Restrictions.

25  
26 **SECTION 12:** No noxious or offensive activities shall be conducted on any Lot, nor shall anything be  
27 done on any Lot that shall be or become an unreasonable annoyance or nuisance to the neighborhood.  
28 Hunting with or discharging firearms within the Jerdone Island Subdivision project is prohibited. All  
29 Lots must be used in compliance with all applicable federal, state and county laws, ordinances and codes  
30 as from time to time may be amended, supplemented, varied or waived.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

**SECTION 13:** Every Lot, whether occupied or unoccupied, and any improvements placed thereon, shall always be maintained in such a manner as to prevent it becoming unsightly in the opinion of the Committee by reason of unattractive growth on such Lot or the accumulation of rubbish or debris thereon. Roadsides adjacent to each Lot shall be maintained by Lot owners to be free of protruding tree limbs and overgrowth, other than well-trimmed grass, to ensure safe access/passage of normal traffic on the public ways and the safe mowing of the Jerdone Island Association, Inc. common-area mowing activities. Jerdone Island Association, Inc., is not responsible for performance of any Lot maintenance activities, however, if a Lot or improvement is not maintained as required herein, Jerdone Island Association, Inc., shall have the right, through its agents or employees, to enter thereon for the purpose of maintenance, restoration and/or repair, the cost of which may be added to and become a part of the charge to which the Lot may be subject as provided in Article II hereof.

**SECTION 14:** No improvement which has been partially or totally destroyed by fire or otherwise shall be permitted to remain in such a state for more than three (3) months form the time of such destruction.

**SECTION 15:** Upon written request the Committee is authorized to grant an owner written permission for variations from the provisions of Sections 1 through 14 of this Article I. A copy of such variations granted shall be filed with the Secretary of Jerdone Island Association, Inc.

**SECTION 16:** Jerdone Island Association, Incorporated, hereby reserves for itself, its successors and assigns, a perpetual, alienable and reasonable easement sixty (60) feet from the front Lot line, twenty five (25) feet from the rear Lot line, and ten (10) feet from the side Lot lines over, upon, across and under the perimeter of each Lot, for drainage and for erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains, gas or other public conveniences or utilities.

**SECTION 17:** All parties receiving a conveyance of any portion of the real estate herein referred to shall receive title subject to the complete and unconditional right of Jerdone Island Association, Inc., through its Board of Directors, to modify, amend, delete add to and / or remove any part or all of the

1 restrictions in this Declaration by recording an amended Declaration at any time in the Clerk's Office of  
2 the Circuit Court of Louisa County, Virginia, furthermore, the Declaration may also be amended with  
3 the assent of more than two- thirds (2/3) of Members who are voting in person or by proxy, at a meeting  
4 duly called for that purpose. No restriction or covenant herein is intended to be used nor shall any  
5 restriction or covenant be used by any Lot owner or Developer to discriminate against any person,  
6 whether a Lot purchaser or prospective purchaser upon resale by a Lot owner, upon basis of race, creed,  
7 color, or national origin.

8 **SECTION 18:** These covenants are not to be construed as relating to or binding any property other than  
9 that described herein.

10

11 **SECTION 19:** Any owner of a Lot in the Jerdone Island Subdivision shall have the right to proceed at  
12 law or in any equity against any person, firm or corporation violating or attempting to violate any  
13 restriction herein contained for the purpose of preventing such violation or of recovering damages for  
14 such violation. In addition to the foregoing, Jerdone Island Association, Inc. shall have the right, but not  
15 the duty, wherever there shall have been built on any Lot any structure which is in violation of these  
16 restrictions, to enter upon the property where such violation exists, and summarily abate or remove at  
17 the expense of the owner, if after thirty (30) days written notice of such violation it shall not have been  
18 corrected by the owner. Any entry and abatement or removal shall not be deemed a trespass. The failure  
19 to enforce any right, reservation, restriction, or condition contained in this Declaration of Covenants and  
20 Restrictions, however long continued, shall not be deemed a waiver of any right at law or in equity that  
21 any party may have for past or future violation of any covenant herein contained.

22

23 **SECTION 20:** The invalidation of any of the foregoing covenants and restrictions by any court shall in  
24 no way affect any other covenants and restrictions.

25

## 26 **ARTICLE II – OPERATION AND ADMINISTRATION**

27

28 **SECTION 1:** The Jerdone Island Association, Inc. is a Property Owners' Association Act, (Va. Code  
29 Ann. § 55.1-1800 as amended (1950)) and including the definitions provided therein, unless definitions  
30 are herein provided.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30

**SECTION 2:** JIAI shall maintain and operate the common areas and the common properties as available funds permit. The Board of Directors shall have the power to establish, adopt, and enforce rules and regulations with respect to use of the Common areas and with respect to the provisions of this Declaration and such other areas of responsibility assigned to the Association by this Declaration and the By-Laws, except where expressly reserved by the Declaration to the members.

**SECTION 3:** JIAI shall impose on Lots, on the owners or occupants of such Lots, or on any other entity a mandatory payment of money (assessment) in connection with the provision of maintenance or services for the benefit of some or all the Lots, the owners or occupants of the Lots, or the common area.

**SECTION 4:** The JIAI shall have two classes of voting memberships:

- A. **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.
- B. **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.

**ARTICLE III – MEMBERSHIP AND USE OF ENJOYMENT**

**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. JIAI 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



1 JIAI shall have a right and easement of enjoyment in and to the Common Areas which shall be  
2 appurtenant to and shall pass with the membership in the Association, subject to the following  
3 provisions:

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

19  
20 **ARTICLE IV – ASSESSMENTS AND BOAT SLIPS**

21 **SECTION 1:** *Annual Lot Assessment:* Until and unless increased as provided in this section, the annual  
22 Lot Assessment shall be Two Twenty Hundred Dollars (\$220.00), which shall be used only for the  
23 purpose stated in this Section. The Lot Assessments levied by the JIAI shall be used exclusively to  
24 promote the recreation, health, safety and general welfare of the JIAI Membership by improvement and  
25 maintenance of the Common Area, including safe access to the Common Area, and of the structures  
26 situated upon or which may be erected upon the Common Area. In the event that the need for  
27 maintenance or repair is caused through a willful or negligent act of an Owner, his family, guest,  
28 permittees, or invitees, the cost of such maintenance or repair shall be added to and become a part of the  
29 Lot Assessment to which such Owner's Lot is subject. The Lot Assessment may be increased annually  
30 by up to and including 15% of the previous Assessment by the Board of Directors. Any annual increase

1 of more than 15% may be imposed only by a majority vote of the JIAI Membership present or  
2 represented by proxy at an annual meeting.

3 **SECTION 2:** *Annual Boat Slip Lease Fee:* Until and unless increased as provided in this section the  
4 annual Boat Slip Lease Fee shall be \$125.00, and shall be assessed to each Class “A” Member in Good  
5 Standing who has leased a Boat Slip. The Boat Slip Lease Fee shall be a part of the general funds  
6 collected by JIAI. The Boat Slip Lease Fee may be increased only by a majority vote of the Board of  
7 Directors of the Association.

8 **SECTION 3:** *Boat Slip Lease Agreement:* Any Class “A” Member in Good Standing who Leases a Boat  
9 Slip shall sign a Boat Slip Lease Agreement, and be subject to the Rules, Regulations, Covenants,  
10 Conditions and Reservations stated therein. The Board of Directors of Jerdone Island Association, Inc.,  
11 shall maintain a record of each Boat Slip Lease Agreement. Failure by a New Lot Owner to execute a  
12 Boat Slip Lease Agreement within sixty (60) days of taking title to a Lot that has been previously  
13 associated with a numbered Boat Slip will result in the Boat Slip reverting back to the JIAI to be leased  
14 to someone else.

15 **SECTION 4:** *Boat Slip Availability:* Boat Slips that become available for Lease, will be Recorded and  
16 Maintained by the Board of Directors. Any Class “A” Member in Good Standing may request to be  
17 placed on the Boat Slip Lease waiting list. Available Boat Slips will be assigned by the Board of  
18 Directors according to the order of receipt of a Written Request to Lease a Boat Slip or change a Boat  
19 Slip assignment and upon the payment of a fee of \$1,000.00 after the Class “A” Member in Good  
20 Standing has been offered a Boat Slip Lease Agreement or a change in Boat Slip assignment. These  
21 requests will be kept in order of the Date and Time of receipt of the written request. The Board of  
22 Directors may waive the \$1,000.00 fee for a change in Boat Slip assignment if it is documented as in the  
23 best interest of the Association.

24 **SECTION 5:** *Payment of Assessments and Boat Slip Lease Fee:* The Lot Assessment and Boat Slip  
25 Lease Fee shall be due and payable yearly, in advance, on the first day of April of each year, unless the  
26 Board of Directors of the Association shall set a different time and manner for payment.

27 **SECTION 6:** *Effect of Nonpayment of Assessments Remedies of the Association:* Any Assessments or  
28 Boat Slip Lease Fee not paid by April 1 each year shall incur a late fee of \$50.00 and the Assessments

1 plus the late fee shall begin bearing interest at the rate of one and one-half percent (1.5%) per month  
2 until paid. The Association may perfect a lien, bring an action at law against the Owner personally  
3 obligated to pay the same, or foreclose the lien against the property within the Association or both, or  
4 pursue any other remedy provided by state law. No Owner may waive or otherwise escape liability for  
5 the Assessments or Boat Slip Lease Fee provided for herein by failure to participate in the Association,  
6 non-use of the Common Area or abandonment of his Lot.

7 **SECTION 7:** *Creation of the Lien and Personal Obligation:* Each Owner of any Lot by acceptance of a  
8 deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to  
9 pay to the JIAI the Lot Assessment. Each Boat Slip Lessee, by execution of a Boat Slip Lease  
10 Agreement is deemed to covenant and agree to pay to the JIAI the Boat Slip Lease Fee. The Lot  
11 Assessment or Boat Slip Lease Fee, as the case may be, together with interest, costs and reasonable  
12 attorney's fees, shall be a continuing lien upon the property owned by the Owner or Lessee, as the case  
13 may be, within the JIAI. Each such Assessment, together with interest, costs and reasonable attorney's  
14 fees shall also be the personal obligation of the person who was the Owner of such property at the time  
15 when the Assessments fell due. The personal obligation for delinquent Assessments shall not pass to  
16 successors in title unless expressly assumed by them.

17 **SECTION 8:** *Subordination of the Lien to Mortgages:* The lien of the Assessments provided for herein  
18 shall be subordinate to the lien of any first term deed of trust on any Lot. Sale or transfer of any Lot shall  
19 not affect the assessed lien. No sale or transfer shall relieve such Lot from liability for any Assessments  
20 thereafter becoming due or from the lien thereof.

21 **SECTION 9:** *Suspension:* Membership of each owner in the JIAI shall entitle such Owner thereof,  
22 subject to the provisions of these By-laws, and subject to the prior rights in favor of the JIAI or  
23 limitations thereon, to the use of all Common Areas, together with the rights of ingress and egress upon  
24 said Common Areas. However, if it is determined by the JIAI that an Owner is using Common Areas  
25 unreasonably, or for commercial purposes, the JIAI reserves the right to order that such use of the  
26 Common Area cease or to suspend the right to use the Common Area by such Owner and those to whom  
27 he may have delegated such rights.

28 **SECTION 10:** *Date of Commencement of Annual Assessments and Boat Slip Lease Fee: Due Date:* The  
29 Assessments provided for herein shall commence upon the delivery of the deed to such Lot or the

1 execution of a Boat Slip Agreement by the JIAI. Once Annual dues are paid, or Boat Slip Lease Fee is  
2 paid it is considered paid for the duration of the Calendar Year or period of the Lease. Any pro-ration of  
3 paid Dues and Assessments and Boat Slip Lease Fees shall be pro-rated between any Seller and Buyer  
4 of a Lot in Jerdone Island. The JIAI shall upon demand of a proper party in interest report whether the  
5 Assessments on a specified Lot have been paid.

6 **ARTICLE V - MICELLANEOUS**

7 **Section 1.** *Enforcement Actions.*  
8

9 A. Upon violation or breach of any restriction, condition, covenant, term or provision contained  
10 in this Declaration, the Association or its authorized agent(s) shall have the right (i) to enter  
11 the Lot upon or as to which the violation or breach exists, or (ii) to summarily abate, remove,  
12 or otherwise remedy the violation or breach, all at the expense of the Lot's Owner, or (iii) to  
13 prosecute a proceeding at law or in equity, against the Member, or other persons or entities  
14 who are responsible for, have committed or are about to commit such violation or violations  
15 to cause the prevention thereof or the abatement thereof, to cause said violation to be remedied,  
16 and/or to recover damages for violation, or (iv) to do all or any combination of the foregoing.  
17 The rights and remedies provided in this subsection (a) will be effective upon twenty-four (24)  
18 hours' prior written notice delivered to the Member or posted at the Lot, except in the case of  
19 emergencies, in which case no notice will be required.  
20

21 B. The result of every action or omission, if any covenant or restriction set forth in this Declaration  
22 is violated in whole or in part thereby, is hereby declared to be and to constitute a nuisance.  
23 The Association and any Member shall have all remedies allowed by law or equity against a  
24 person committing a nuisance, either public or private.  
25

26 C. The enforcement rights contained in this Article V are in addition to other enforcement rights  
27 specified herein.  
28

1 D. In any legal or equitable proceeding for enforcement or to restrain a violation or breach of this  
2 Declaration or any of its provisions, the losing party or parties must pay the reasonable  
3 attorney's fees and costs of the prevailing party or parties.  
4

5 E. The failure of the Association or any Member to enforce any restriction, condition, term or  
6 provisions contained in this Declaration, Section Declarations or easement created hereby will  
7 not be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any  
8 other such restriction, condition, term, provision or easement.  
9

10 F. In addition to the other enforcement rights set forth herein, the Board of Directors may  
11 suspend an Owner's voting rights, impose monetary charges, suspend other rights of  
12 membership, or revoke a license agreement in the case of any Owner found to be responsible  
13 for a violation of this Declaration or rules and regulation. No suspension of rights,  
14 termination of license agreement, or imposition of monetary charges shall be imposed until  
15 the person charged with such a violation has been given notice and an opportunity for a  
16 hearing in accordance with the requirements in Section 55.1-1819 of the Property Owners'  
17 Association Act. Monetary charges may not exceed the statutory maximum for each separate  
18 violation. The Board retains the power to characterize any separate violation as a continuing  
19 violation if the Owner fails to correct the violation after written notice. In such cases, the  
20 Board may charge ten dollars (\$10.00) a day for every day in which the violation continues,  
21 provided that such charge may be increased or decreased as from time to time may be  
22 determined by the Board of Directors, in accordance with then applicable law and pursuant to  
23 prior published resolution. Monetary charges are assessments and shall be collectible as such  
24 and shall also constitute a lien against a Lot to the extent permissible under Virginia law.

25 **SECTION 2:** *Amending and Restating Covenants, Conditions, and Restrictions; By-Laws; or Boat Slip*

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

1 or cancellation by majority vote.

2

3 **SECTION 3: Use of Technology**

4 A. JIAI, the Owners, and those entitled to occupy a Lot may perform any obligation or exercise  
5 any right under the Project Documents, Property Owners Association Act or the Virginia  
6 Nonstock Corporation by electronic means.

7 B. Any meeting of the Association, the Board of Directors, or any committee may be held  
8 entirely or partially by electronic means, provided that the Bboard of directors subject to the  
9 requirements in the Property Owners' Association Act and the Virginia Nonstock  
10 Corporation Act.

11 **SECTION 4: Severability:** Invalidation of anyone of these covenants or restrictions by judgment or  
12 court order shall in no way affect any other provisions, which shall remain in full force and effect.

13 IN WITNESS WHEREOF, the Association has caused Amended and Restated Declaration of  
14 Covenants, Conditions and Restrictions for Jerdone Island be executed pursuant to due and proper  
15 authority as of the date first set forth above.

16

17 **JERDONE ISLAND ASSOCIATION, INC.**, a Virginia  
18 nonstock corporation

19

20

21 By: \_\_\_\_\_

22 Name: \_\_\_\_\_

23 Title: President

24

25

26 COMMONWEALTH OF VIRGINIA,

27 COUNTY OF \_\_\_\_\_, to wit:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17

I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, President of Jerdone Island Association, Inc. whose name is signed to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restriction for Jerdone Island appeared before me and personally acknowledged the same in my jurisdiction aforesaid.

Given under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Notary Registration number: \_\_\_\_\_

[Signatures continue on next page]

1 **JERDONE ISLAND ASSOCIATION, INC.**, a Virginia  
2 nonstock corporation

3  
4  
5 By: \_\_\_\_\_

6 Name: \_\_\_\_\_

7 Title: Secretary  
8  
9

10 COMMONWEALTH OF VIRGINIA,

11 COUNTY OF \_\_\_\_\_, to wit:  
12

13 I, the undersigned Notary Public in and for the jurisdiction aforesaid, do hereby certify that  
14 \_\_\_\_\_, Secretary of Jerdone Island Association, Inc. whose name is signed  
15 to the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions for Jerdone  
16 Island, appeared before me and personally acknowledged the same in my jurisdiction aforesaid.  
17

18 Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
19  
20

21 \_\_\_\_\_  
22 Notary Public  
23

24 My Commission expires: \_\_\_\_\_

25 Notary Registration number: \_\_\_\_\_  
26  
27  
28  
29



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39

**EXHIBIT A**

**CERTIFICATION - OWNER APPROVAL**

I, \_\_\_\_\_, President and principal officer of Jerdone Island Association, Inc. (“Association”) hereby certify the requisite majority of Owners/Members of the Association, have executed ratifications approving and ratifying this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Jerdone Island.

**JERDONE ISLAND ASSOCIATION, INC.**, a Virginia nonstock corporation

\_\_\_\_\_  
\_\_\_\_\_, President

COMMONWEALTH OF VIRGINIA,  
COUNTY OF \_\_\_\_\_, to wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that \_\_\_\_\_, President of the Jerdone Island Association, Inc. whose name is signed to the foregoing Certification has acknowledged the same before me in my jurisdiction aforesaid on behalf of the corporation.

Given under my hand and notarial seal this \_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Registration No.: \_\_\_\_\_

1 **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND**  
2 **RESTRICTIONS FOR JERDONE ISLAND**

3 **Page 1**

4  
5 **RATIFICATION/ SIGNATURE PAGES**

6  
7 **IN WITNESS WHEREOF** the parties have hereunto set their hands and seals of the day and year  
8 written below:

9  
10 \_\_\_\_\_  
11 Printed Name of Lot Owner

Signature of Lot Owner

12  
13 \_\_\_\_\_  
14 Home Street Address

15  
16 \_\_\_\_\_  
17 City

State

Zip Code + 4

18  
19 \_\_\_\_\_  
20 Home Phone (Optional)

Cell Phone (Optional)

21  
22 \_\_\_\_\_  
23 Section #

Lot #

Slip #

24  
25 \_\_\_\_\_  
26 Date

1 **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND**  
2 **RESTRICTIONS FOR JERDONE ISLAND**

3 **Page 2**

4  
5  
6  
7  
8 \_\_\_\_\_  
9 Printed Name of Lot Co - Owner

Signature of Lot Co - Owner

10 \_\_\_\_\_  
11 Home Street Address

12  
13 \_\_\_\_\_  
14 City

State

Zip Code + 4

15  
16 \_\_\_\_\_  
17 Home Phone

Cell Phone (Optional)

18  
19  
20 **ASSOCIATION DIRECTOR**

21  
22 \_\_\_\_\_  
23 Printed Name of Association Director

Signature of Association Director

24  
25 Date

26  
27 **This RATIFICATION/ SIGNATURE PAGE” shall be kept on file by the Board of Directors of**  
28 **Jerdone Island Association, Inc.**