

JERDONE ISLAND ASSOCIATION, INC.
LAKE ANNA
BUMPASS, VIRGINIA 23024

AMENDED AND RESTATED BY-LAWS JULY 2010

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	WEBSITE	www.jerdoneisland.org

Revised and Adopted by the Board of Directors of Jerdone Island Association Inc., July 2010.

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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These **AMENDED AND RESTATED BY-LAWS** (the “By-laws”) of the **Jerdone Island Association, Inc.** (the “Association”) are effective from and after, July 2010.

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.
- e) "Board of Directors" shall mean those elected by the General Membership of the Jerdone Island Association, Inc. at the General Membership meeting or any Special meeting called, for the purpose of electing Board of Directors.
- f) “Boat Slip Lease Fee” shall mean the fee that is collected from each Class “A” Member who is assigned a Boat Slip.
- g) "Boat Slip Lease Agreement" shall mean the document signed by any and all 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 an assigned Boat Slip.
- i) “By-laws” shall mean 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 Section 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 Association.

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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) "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.
- p) "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.
- q) "Officers" shall mean those that have been appointed or elected by the Board of Directors of Jerdone Island Association, Inc.
- r) "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.
- s) "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be subjected to the restrictions in these By-laws.
- t) "Proxy" shall mean the instrument authorizing one person to represent, act, and vote for another at the General Membership meeting of Jerdone Island Association, Inc.
- u) "Special Assessments" shall mean an assessment against the 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 JIA. 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.

ARTICLE I – MEMBERSHIP RESPONSIBILITIES AND PRIVILEGES

SECTION 1: Membership: Every Owner of a Lot, which is subject to an 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.

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SECTION 2: Owners' Easement of Enjoyment: Every Owner who shall be in good standing as a Member of the Association 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 Association 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 Association 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 his Lot 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 Association 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 entire membership of the Board of Directors at a meeting duly held with notice for that purpose.
- (d) The right of the Board of Directors to restrict usage of the recreation facilities and Common Areas by an owner for violation of safety rules.

SECTION 3: Annual Lot Assessment: Until and unless increased as provided in this section, the annual Lot Assessment shall be One Hundred Dollars (\$100.00), which shall be used only for the purpose stated in this Section. The Lot Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and general welfare of its Members by improvement and maintenance of 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 only by a majority vote of the Members 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 Fifty Dollars (\$50.00), and shall be assessed to each Class "A" Member who has leased a Boat Slip. The Boat Slip Lease Fee shall be used only for the repair, replacement or enhancement of the Boat Slips. The Boat Slip Lease Fee may be increased only by a majority vote of the Board of Directors of the Jerdone Island Property Owners Association.

SECTION 5: Boat Slip Lease Agreement: Any person who requests to lease a Boat Slip shall sign a Boat Slip Agreement, holding them to the conditions, covenants, reservations and restrictions stated therein. The Board of Directors of Jerdone Island Association, Inc. shall maintain a record of each Boat Slip Agreement. Failure to sign a Boat Slip Agreement within sixty (60) days of taking title to a lot will result in the Boat Slip being leased to someone else.

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SECTION 6: *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 Class "A" Members of the Association shall, at an annual meeting set a different time and manner for payment.

SECTION 7: *Effect of Nonpayment of Assessments Remedies of the Association:* Any Assessments or Boat Slip Lease Fee not paid by March 1 each year shall incur a late fee of \$15.00 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 8: *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 Association the Lot Assessment. Each Boat Slip Lessee, by execution of a Boat Slip Agreement is deemed to covenant and agrees to pay to the Association 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 Association. 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 9: *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 10: *Suspension:* Membership of each owner in the Association shall entitle such Owner thereof, subject to the provisions of these By-laws, and subject to the prior rights in favor of the Association 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 Association that an Owner is using Common Areas unreasonably, or for commercial purposes, the Association 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 11: Voting Rights: The Association shall have two classes of voting memberships:

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 Association may determine, but in no event shall more than one vote be cast with respect to any Lot.

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

SECTION 12: 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 Association. 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 Association shall upon demand of a proper party in interest report whether the Assessments on a specified Lot have been paid.

SECTION 13: Enforcement: The Association 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 14: 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.

ARTICLE II – STOCKHOLDERS MEETING

SECTION 1: Annual Meeting: The annual meeting of the membership of the Corporation shall be held on the second Saturday in October in each year. If that day is a legal holiday, the annual meeting shall be held on the next succeeding day not a Sunday or 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 Association's membership having a right to vote.

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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 Members or Board of Directors 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 the Corporation to be kept in the corporate minute book.

SECTION 3: *Quorum and Voting:* Persons holding thirty percent (30%) of the qualified votes of the corporation's members shall constitute a quorum at the Annual meeting of the 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 membership book for Members of the Association may be closed by order of the Board of Directors for not exceeding twenty (20) days next preceding any meeting of Members for the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or due to pay any Assessment, or in order to make determination of members for any other purpose. In lieu of closing membership books, the Board of Directors may fix in advance a date as the record date for any determination of Members, such date to be not more than twenty (20) days preceding the date that the particular action requiring such determination of the membership is to be taken.

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 Members at the meeting shall elect a Chairman. The Secretary of the Corporation shall act as Secretary of all meetings if present. If the Secretary of the Corporation 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.

ARTICLE III – BOARD OF DIRECTORS

SECTION 1: *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 2: *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 Members (weather permitting).

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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 3: *Executive Session:* A 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 4: *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 a vote of a majority of all the Directors. The Directors shall fill vacancies among the officers.

SECTION 2: *Duties:* The officers of the Corporation shall have such duties as generally pertain to their respective offices as well as such powers and duties as from time to time may be delegated to them by the Board of Directors.

ARTICLE V – INDEMNIFICATION OF OFFICERS AND DIRECTORS

Each person now or hereafter a director or officer of the Corporation (and his heirs, executors and administrators) shall be indemnified by the Corporation 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

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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 Corporation (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 Corporation shall be advised, in case none of the persons shall be or have been a Director, by the Board of Directors of the Corporation, 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 Corporation. 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 Corporation, unless otherwise adopted by the Board of Directors, shall be October 1st of each year until September 30th of each year.

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.

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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LEGAL REFERENCES PAGE

CODE OF VIRGINIA

Title 13.1 – CORPORATIONS

Chapter 2 - Nonstock Corporations (Repealed by Acts 1985, c. 522, effective January 1, 1986)

[Chapter 2](#) Nonstock Corporations ([13.1-201](#) thru [13.1-300](#))

Chapter 10 - Virginia Nonstock Corporation Act (Replaced Chapter 2 Nonstock Corporations)

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

Title 55 - PROPERTY AND CONVEYANCES.

Chapter 19 – Subdivided Land Sales Act (Subdivided Land Sales Act of 1978)

[Chapter 19](#) Subdivided Land Sales Act ([55-336](#) thru [55-351](#))

Chapter 26 - Property Owners' Association Act (Effective July 1, 2007)

[Chapter 26](#) Property Owners' Association Act ([55-508](#) thru [55-516.2](#))

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

**DECLARATION OF COVENANTS, CONDITIONS AND RESERVATIONS SECTIONS
A, B, and C JERDONE ISLAND**

BY – LAWS OF JERDONE ISLAND ASSOCIATION, INC. (Amended and Restated July 2010).

ROBERT’S RULES OF ORDER

BOAT SLIP LEASE AGREEMENT (Amended and Restated July 2010).

COMMON AREA KEY AGREEMENT (Amended and Restated July 2010).

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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

Street Address

City State Zip Code

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

Street Address

City State Zip Code

Section # Lot #

Date

ASSOCIATION DIRECTOR

Printed Name of Association Director Signature of Association Director

Date

This part of "BY-LAWS" should be kept in your files.

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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

Street Address

City

State

Zip Code

Printed Name of Lot Co-Owner

Signature of Lot Co-Owner

Street Address

City

State

Zip Code

Section #

Lot #

Date

ASSOCIATION DIRECTOR

Printed Name of
Association Director

Signature of
Association Director

Date

This part of "BY-LAWS" shall be returned to the BOD of JIA.