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RESTATED BYLAWS  
OF  
FRANCIS SITES AREA INCORPORATION

ARTICLE 1

General Provisions

Section 1.1. Applicability. The Restated Bylaws provide for the governance of the Common Grounds owned collectively by all of the owners of lots within Francis Sites Addition. These Restated Bylaws are intended to conform in all respects with Chapter 6, Restatement (Third) of Property: Servitudes, and particularly to contain procedures to enforce the powers contained in Part B of the Restatement Sections 6.4 to 6.12, inclusive. The Restated Bylaws shall be interpreted so as to be consistent with the Restatement.

Section 1.2. Definitions. The following terms have the following meanings;

- (a) "Board of Directors" or "Board" means the executive body established pursuant to Article 3 of these restated Bylaws.
- (b) "Common Grounds" means the area dedicated by L. E. Francis and others in the Plat of Francis Sites Addition as highways, alleys and parks for the use and benefit only of such person as may own lots therein.
- (c) "Francis Sites Addition" means the plat of Francis Sites filed by L. E. Francis and others on December 8, 1920.
- (d) "Francis Sites Association" or "FSA" or "Association" means the non-profit corporation named Francis Sites Area Incorporated.
- (e) "Lot Owners" means all persons who own any portion of a lot within the Francis Sites Addition.
- (f) "Lots" means any lot in the Francis Sites Addition.
- (g) "Majority Vote" means a vote by more than fifty percent (50) of the Lot Owners present in person or by proxy at a duly convened meeting at which a quorum is present.
- (h) "Mission Statement" means "The Francis Sites Area Incorporated is organized for the purpose of improving and protecting the Common Grounds as platted on the Francis Sites Plat. All accesses and common ground parks are to remain open for the use and enjoyment of only the Lot Owners in Francis Sites, Dickinson County, IA as per the Original Dedication of the Original Proprietors, Mr. & Mrs. L.E. Francis."
- (i) "Officer" means any person holding office pursuant to Article 4 of these Restated Bylaws.
- (j) "Restatement" means Chapter 6, Restatement (Third) of Property: Servitudes.
- (k) "Rules and Regulations" means the rules and regulations promulgated by the Board of Directors pursuant to Section 3.1, including, without limitation, the FSA Dock Policy adopted August 8, 2006 and Rules and Regulations for Francis Sites Area, Inc. Common Grounds adopted June 12, 2004, both of which are attached to these Restated Bylaws.

ARTICLE 2

Francis Sites Association

Section 2.1. Composition. The Francis Sites Association shall consist of all of the Lot Owners. The name of the Association shall be the “Francis Sites Association.” The Association shall have the responsibility of administering the Common Grounds, establishing the means and methods of collecting assessment and charges, arranging for the management of the Common Grounds, to carry out its Mission Statement, and performing all of the other acts that may be required or permitted. The foregoing responsibilities shall be performed by the Board of Directors as more particularly set forth in Article 3 of these Restated Bylaws.

Section 2.2. Annual Meetings. The annual meeting of the Association shall be held on the second Saturday in June. At such annual meetings the Board of Directors shall be elected by ballot of the Lot Owners in person or by proxy.

Section 2.3. Special Meetings. The President shall call a special meeting of the Association if so directed by resolution of the Board of Directors or upon the written request of Lot Owners owning not less than twenty-five percent (25) of the lots. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at special meeting except as stated in the notice.

Section 2.4. Notice of Meetings. The Secretary shall transmit to each Lot Owner a notice to each annual or regularly scheduled meeting of the Lot Owners at least ten but not more than thirty days, and each special meeting of the Lot Owners at least seven but not more than thirty days, prior to such meeting, stating the time, place and purpose thereof. The transmittal of a notice of meeting in the manner provided in Section 8.1 of the Restated Bylaws shall be considered service of notice.

Section 2.5. Quorum and Adjournment of Meetings. Except as otherwise provided in these Restated Bylaws, the presence in person or by proxy of sixty percent (60) or more of the Lot Owners shall constitute a quorum at all meetings of the Association. If at any meeting of the Association a quorum is not present, Lot Owners of a majority of the Lots who are present at such meeting in person or by proxy may adjourn the meeting to a time not less than forty-eight hours after the time the original meeting was called.

Section 2.6. Order of Business. The order of business at all meetings of the Association shall be as follows: (a) roll call (proof of quorum); (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of Officers; (e) report of Board of Directors; (f) reports of committees; (g) election of members of the Board of Directors (when so required); (h) unfinished business; and (i) new business.

Section 2.7. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all other matters occurring at the meeting. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The parliamentary manual “The complete Idiots Guide to Robert’s Rules – Copyright 2004” shall govern the conduct of all meetings of the Association. All votes shall be tallied by tellers appointed by the President or other Officer presiding over the meeting.

Section 2.8. Voting.

- (a) Voting at all meetings of the Association shall be on the basis of one vote for each Lot owned by a Lot Owner. Where the ownership of a Lot is in more than one person, the person who shall be entitled to cast the vote of such Lot shall be the person named in a certificate executed by all of the owners of such Lot and filed with the Secretary or, in the absence of such named person, the person who shall be entitled to cast the vote of such Lot shall be the person owning such Lot who is present. If more than one person owning such Lot is present, then such vote shall be cast only in accordance with their unanimous agreement.

- (b) A Majority Vote is required to adopt decisions at any meeting of the Association. There shall be no cumulative voting.
- (c) No Lot Owner may vote at any meeting of the Association or be elected to or serve on the Board of Directors or as an Officer if payment of the assessment on his or her Lot is delinquent more than thirty days and the amount necessary to bring his or her account current has not been paid at the time of such meeting or election.

Section 2.9. Proxies. A vote may be cast in person or by proxy. Such proxy may be granted by any Lot Owner in favor of only another Lot Owner. Proxies shall be duly executed in writing, shall be witnessed, shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

### ARTICLE 3

#### Board of Directors

Section 3.1. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things to carry out such duties. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Common Grounds; provided, however, that such Rules and Regulations shall not be in conflict with the Restatement. The Rules and Regulations consist of the FSA Dock Policy and the FSA rules for use of the Common Grounds. Attached to these Restated Bylaws as Exhibit A is the "Dock Policy" heretofore adopted prior to adoption of these Restated Bylaws. The Dock Policy is hereby incorporated by reference into these Restated Bylaws and may be amended in the same manner as other sections of these Restated Bylaws may be amended. Also attached to these Restated Bylaws as Exhibit B are the Rules and Regulations for Francis Sites Area, Inc. Common Grounds heretofore adopted prior to adoption of these Restated Bylaws. The Rules and Regulations for Francis Sites Area, Inc. Common Grounds is hereby incorporated by reference into these Restated Bylaws and may be amended in the same manner as other sections of these Restated Bylaws may be amended. In addition to the duties imposed by the Restated Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall be on behalf of the Association:

- (a) Administer fairly the Rules and Regulations.
- (b) Prepare and adopt an annual budget, in which there shall be expressed the assessment for each Lot for the common expenses.
- (c) Make assessments against each Lot to defray the costs and expenses of the Common Grounds and to establish the means and methods of collecting such assessments from the Lot Owners.
- (d) Provide for the operation, care, use and maintenance of the Common Grounds.
- (e) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Grounds and where appropriate, provide for the compensation of such personnel.
- (f) Collect the assessments against the Lot, deposit the proceeds thereof in bank; depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Common Grounds.
- (g) Recommend to the Lot Owners any suggested changes to the Bylaws or the Rules and Regulations.

- (h) Open bank accounts on behalf of the Association and designate the signatories thereon.
- (i) Make, or contracting for the making of, repairs, additions and improvements to or alterations of the Common Grounds.
- (j) Enforce by legal means the provisions of these Restated Bylaws and the Rules and Regulations, act on behalf of the Lot Owners with respect to all matters arising out of any eminent domain proceedings, and notify the Lot Owners of any litigation against the Association involving a claim in excess of ten percent (10) of the amount of the annual budget.
- (k) Obtain and carry such insurance as the Board of Directors believes to be prudent, including, but not limited to, liability insurance and Directors and Officers errors and omissions coverage, and to pay the premiums therefore and adjust and settle any claims thereunder.
- (l) Pay the cost of all authorized services rendered to the Association and not billed to the Lot Owners of individual lots.
- (m) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Common Grounds, and the administration of the Common Grounds. Such books and vouchers shall be available for examination by the Lot Owners, their attorneys, accounts, and authorized agents during general business hours on business days at the times and in the manner set and announced by the Board of Directors for the general knowledge of the Lot Owners.
- (n) Take steps as necessary to prevent any portion of the Common Grounds from being acquired through adverse possession, including employment of counsel and participating in lawsuits as necessary to protect the Common Grounds for all Lot Owners.
- (o) Do such other things and acts which the Board of Directors may be authorized to do by a resolution of the Association.

Section 3.2. Number and Term of Office.

- (a) Initial Board. The initial Board of Directors, after adoption of the Restated Bylaws, shall be the seven individuals serving at the time of adoption of the Restated Bylaws, and their terms will expire as they would have under the former Bylaws. At the first annual meeting after adoption of the Restated Bylaws three directors will be elected to two-year terms and at the second annual meeting after adoption of these Restated Bylaws, four directors will be elected to two-year terms. At annual meetings thereafter, the number of directors to be elected will be equal to the number of directors whose terms are expiring.
- (b) Qualifications. No person shall be eligible for election as a member of the Board of Directors unless such person is (alone or together with one or more other persons) a Lot Owner. No person shall be elected as a director or continue to serve as a director if he or she is more than thirty days delinquent in financial obligations to the Association.

Section 3.3. Removal or Resignation of Directors. A director may be removed by a vote of Lot Owners at the annual meeting if he or she has missed a majority of Board meetings or for gross misconduct.

Section 3.4. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Lot Owners shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Each person so elected shall be a director until a successor shall be elected at the next annual meeting of the Association.

Section 3.5. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least twice per year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, facsimile, e-mail or telephone, at least three business days prior to the day named for such meeting.

Section 3.6. Special Meetings. Special meetings of the Board of Directors may be called by the President on three business days' notice to each director, given personally or by mail, facsimile, e-mail or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three directors.

Section 3.7. Waiver of Notice. Any director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director, in person or by telephone communication, at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meetings.

Section 3.8. Quorum of Board of Directors. At all meetings of the Board of Directors a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A director who participates in a meeting by means of telephone communication shall be deemed present at the meeting for all purposes.

Section 3.9. Compensation. No director shall receive any compensation from the Association for acting as director. Directors may be reimbursed expenses as approved by the Board of Directors.

Section 3.10. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board recording therein all resolutions adopted by the board and a record of all transactions and proceedings occurring at such meetings. The then current edition of "The Complete Idiot's Guide to Robert's Rules" – Copyright 2004 shall govern the conduct of the meetings of the Board of Directors.

Section 3.11. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if evidenced by one or more written consents describing the action taken and signed and dated by each director. Any such written consent shall be effective when the last director signs the consent, unless the consent specifies a different effective date. Any such written consent shall be filed with the records of the Board of Directors.

Section 3.12. Liability of the Board of Directors, Officers, Lot Owners and Association. The Association shall indemnify and hold harmless each of the Officers and directors from and against all contractual liability to others arising out of contracts made by the officers or the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith, except to the extent that such liability is satisfied by directors and Officers liability insurance. Officers and directors shall have no personal liability with respect to any contract made by them on behalf of the Association. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding by reason of the fact that he or she is or was an Officer or director of the Association against expenses (including attorney's fees), judgements, fines and amounts paid in settlement incurred by him or her in connection with such action, suit or proceedings if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association.

#### ARTICLE 4

##### Officers

Section 4.1. Designation. The principal Officers of the Association shall be the President, the Vice President and the Secretary-Treasurer, all of whom shall be elected by Lot Owners at the annual meeting.

Section 4.2. Qualifications. An Officer need not be a member of the Board of Directors, but must be a Lot Owner (alone or together with one or more other persons).

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors any officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.4. President. The President shall be the chief executive Officer of the Association; preside at all meetings of the Association and of the Board of Directors; have general and active management of the business of the Association subject to the control of the Board; see that all orders and resolutions of the Board are carried into effect; and appoint committees from among the Lot Owners from time to time as the President may in his or her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed by the Board of Directors or by the President.

Section 4.6. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Association and of the Board of Directors; have charge of such books and papers as the Board may direct; give or cause to be given all notices required to be given by the Association; maintain a register setting forth the place to which all notices required to Lot Owners shall be delivered; be responsible for Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data; deposit all monies and other valuable effects in the name of the Board of Directors of the Association in such depositories as may from time to time be designated by the Board; and, in general, perform all the duties incident to the office of Secretary-Treasurer.

Section 4.7. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of one thousand dollars, and all checks drawn upon reserve accounts, shall be executed by any two persons designated by the Board of Directors. All such instruments for expenditure or obligations of one thousand dollars or less, except from reserve accounts, may be executed by any one person designated by the Board of Directors.

Section 4.8. Compensation of the Officers. No Officer who is also a director shall receive any compensation from the Association for acting as such Officer.

ARTICLE 5

Operation of the Common Grounds

Section 5.1. Determination of Common Expenses and Assessments Against Lot Owners.

- (a) Fiscal Year. The fiscal year of the Association shall be January 1 through December 31 unless otherwise determined by the Board of Directors.
- (b) Preparation and Approval of Budget.
  - (1) At least ninety days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Grounds, and the cost of attorney fees, accountant fees, insurance premiums, services, postage, supplies and other expenses which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Common Grounds and administration of the Association.
  - (2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements. At least thirty days before the beginning for each fiscal year, the Board of Directors shall send to each Lot Owner a copy of the budget in a reasonable itemized form which sets forth the amount of the common expenses. Such budget shall constitute the basis for determining each Lot Owner's assessment for the common expenses of the Common Grounds.
- (c) Assessment and Payment of Common Expenses. The total amount of the estimated funds required from assessments for the operation of the Common Grounds set forth in the budget adopted by the Board of Directors shall be assess one-four hundred thirty-fourths ( $1/434^{\text{th}}$ ) for each Lot owned. If a Lot is owned by more than one person the assessment shall be a joint and several obligation of each person owning an interest in such Lot. The assessment shall be a lien against each Lot as provided in Section 6.2 of these Restated Bylaws and shall be a personal obligation of each Lot Owner. On or before April 1 of each fiscal year, each Lot Owner shall be obligated to pay the Board of Directors the entire assessment. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board of Directors, be placed in reserve accounts. Any net shortage shall be assessed promptly against the Lot Owners and be due as determined by the Board of Directors. The list of Lot Owners is attached to these Bylaws as Exhibit C. The list shows the identity of the four hundred thirty-four (434) Lots which are subject to assessment. It is contemplated that there may be minor revisions to the list if it is determined that additional lots are owned by Lot Owners. The State of Iowa is the owner of one Lot and is not being assessed. If the state should sell the Lot, the purchaser will be assessed. Upon any of these changes the denominator will be adjusted so that each Lot bears its proportionate share.



- (d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Lot Owner's assessment, the Board of Directors may at any time levy a further assessment. The Board of Directors shall serve notice of any such further assessment on Lot Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective as determined by the Board of Directors. All Lot Owners so notified shall be obligated to pay the amount of such assessment. Such assessment shall be a lien as of the effective date.
- (e) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Lot Owner's obligation to pay his or her allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Lot Owner shall continue to pay the amount paid for the previous fiscal year until notice of the new annual budget shall have been delivered.

Section 5.2. Payment of Common Expenses. Each Lot Owner shall pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 5.1 hereof. No Lot Owner may be exempted from liability for the assessment of common expenses by waiver of the use or enjoyment of any of the Common Grounds or by abandonment of his or her Lot. No Lot Owner shall be liable for the payment of any part of the common expenses assessed against his or her Lot subsequent to the date of recordation of a conveyance by him or her in fee of such Lot. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Lot shall be jointly and severally liable with the selling Lot Owner for all unpaid assessments against the latter for his or her proportionate share of the common ground expenses up to the time of such recording, without prejudice to the purchaser's right to recover from the selling Lot Owners amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Lot Owner within five business days following a written request to the Board of Directors and such purchaser shall not be liable for, nor shall the Lot conveyed by subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each mortgagee who comes into possession of a Lot by virtue of foreclosure or by deed or assignment in lieu of foreclosure or any purchaser at a foreclosure sale, shall take the Lot free of any claims for unpaid assessments or charges against such Lot which accrue prior to the time such person comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Lots including the mortgaged Lot.

Section 5.3. Collection of Assessments. The Board of Directors shall take prompt action to collect any assessments for common expenses or fees charged pursuant to the Dock Policy due from any Lot Owner which remain unpaid for more than thirty days from the due date for payment thereof. Any assessment not paid within thirty (30) days after due shall accrue a late charge in the amount of Twenty-five (\$25.00) Dollars, or such other amount as may be established from time to time by the Board of Directors.

Section 5.4. Statement of Common Expenses. The Board of Directors shall promptly provide any Lot Owner, contract purchaser or mortgagee so requesting the same a written statement of all unpaid assessments for common expenses and fees due pursuant to the Dock Policy from such Lot Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 5.5. Maintenance and Repair of Common Grounds.

- (a) By the Association. The Association shall be responsible for the maintenance and repair (unless, it is the opinion of not less than two-thirds of the Board of Directors such expense was necessitated by the negligence, misuse or neglect of a Lot Owner) of all of the Common Grounds.
- (b) By the Lot Owner. Any Lot Owner permitted by the Board of Directors to use a specific portion of the Common Grounds for storage is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

ARTICLE 6

Compliance and Default

Section 6.1. Relief. Each Lot Owner shall be governed by, and shall comply with, all of the terms of the Rules and Regulations as the same may be amended from time to time. A default by a Lot Owner shall entitle the Association, acting through its Board of Directors, to the following relief:

- (a) Additional Liability. Each Lot Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by his or her act, neglect or carelessness or the act, neglect or carelessness of any member of his or her family or his or her employees, agents or licenses, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.
- (b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Lot Owner, the prevailing party shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.
- (c) No Waiver of Rights. The failure of the Association, the Board of Directors or of a Lot Owner to enforce any right, provision, covenant or condition which may be granted by the Rules and Regulations shall not constitute a waiver of the right of the Association, the Board or the Lot Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Board of Directors or any Lot Owner pursuant to any term, provision, covenant or condition of the Rules and Regulations shall be deemed to be cumulative and the exercise of anyone or more thereof shall not be deemed to constitute an election of remedies nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Rules and Regulations or at law or in equity.
- (d) Interest. In the event of a default by any Lot Owner in paying any sum assessed against his or her Lot which continues for a period in excess of thirty (30) days, interest at a rate equal to eighteen percent (18) per annum may be imposed in the discretion of the Board of Directors on the principal amount unpaid from the date due until paid.
- (e) Abating and Enjoining Violations by Lot Owners. The violation of any of the Rules and Regulations adopted by the Board of Directors, shall give the Board of Directors the right, in addition to any other rights set forth in these Restated Bylaws to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- (f) Legal Proceedings. Failure to comply with any of the terms of the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for fees

pursuant to the Dock Policy, injunctive relief, and other relief provided for in these Restated Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Association, the Board of Directors, or, if appropriate, by any aggrieved Lot Owner and shall not constitute an election of remedies.

- (g) Fines. The Board of Directors may levy reasonable fines against Lot Owners for violations of the Rules and Regulations. No fine may be levied for more than the Lot Owner's annual assessment for any one violation; but each day a violation continues, after notice is given to the Lot Owner, is a separate violation. If a Lot Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until the hearing is held. Fines are special assessments and shall be collectible as such.

Section 6.2. Lien for Assessments. The total annual assessment of each Lot Owner for common expenses or any other sum duly levied (including, without limitation, fees pursuant to the Dock Policy, fines, interest, late charges, etc.) pursuant to these Restated Bylaws, is hereby declared to be a lien levied against the Lot of such Lot Owner which lien shall, with respect to annual assessments, be effective on the first day of each fiscal year. The Board of Directors may file or record such other or further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

Section 6.3. Small Claims Action. To collect unpaid assessments or unpaid fees pursuant to the Dock Policy, the Board may file an action in Small Claims Court. If the Association is successful in such action, it shall be entitled to recover from each Lot Owner of any Lot on which there is an unpaid assessment the amount of the unpaid assessment or fee; late charge; interest; attorney fees; Court costs; and liquidated damages of \$1000.00.

## ARTICLE 7

### Amendments to Restated Bylaws

Section 7.1. Amendments. These Restated Bylaws may be modified or amended by a Majority Vote of Lot Owners in attendance in person or by proxy at an annual meeting or special meeting called for that purpose in which a quorum is present.

## ARTICLE 8

### Miscellaneous

Section 8.1. Notices. All notices, demands, bills, statements or other communications under these Restated Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid. Notwithstanding the foregoing, in an effort to reduce costs, the Board may send notice to Lot Owners by mail, to any Lot Owner who has provided an e-mail address to the Board of Directors, in which case notice shall be deemed to have been duly given upon its sending. If notification is of a default or lien, notice shall be deemed duly given if sent by registered or certified United States mail, return receipt requested, postage prepaid, (i) if to a Lot Owner, at the address which the Lot Owner shall designate in writing and file with the Secretary or, if no such address is designated, at the address of the Lot of such Lot Owner, or (ii) if to the Association or the Board of Directors, at such address as shall be designated by notice in writing to the Lot Owners pursuant to this section. If a Lot is owned by more than one person, the notice shall be sent to the person designated by the Lot Owners to receive such notice at the address furnished by the Lot Owners in writing to the Secretary.

Section 8.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Restated Bylaws or the intent of any provision thereof.

Section 8.3. Gender. The use of the masculine gender in these Restated Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 8.4. Construction. These Restated Bylaws are intended to comply with the Restatement and shall be so interpreted and applied.



**Francis Sites Area, INC. (A Community Interest Association);**

P.O. Box 223

Spirit Lake, IA. 51360

<http://francissites.wordpress.com/>

**FSA Dock Policy**

**Published 1/30/2014**

Background: The FSA “Commons Ground” are owned by all Francis Sites Landowners and access to and from any docks are through the “Common Grounds”. While the State of Iowa controls the lakeshore up to the high-water mark, the DNR controls the permits for Docks and enforces their Rules pertaining to the docks and dock permits. DNR has recognized Francis Sites Area, INC as an entity to co-sign dock permits on behalf of the FSA Landowners. FSA incurs somewhat higher insurance costs because of the waterfront exposure. We ask FSA Landowners with direct lake access to utilize their own access for docks and allow the back-lot owners to utilize the limited dock spaces on “Common Grounds”.

The **FSA Dock Committee Chairman** for Dock issues and permits is **Darwin Giffrow – Tel 712-251-6894**.

**FSA Dock Policy:**

1. **You must be a FSA Landowner to obtain a dock permit from DNR.**
2. **You must be a paid member of the Francis Sites Area, Inc for which the current Annual Membership Fee of \$25 per year/per lot in order for FSA to co-sign your permit.**
3. **FSA must co-sign your DNR Dock Permit Application each time, as FSA is recognized by DNR as the entity to give permission for docks on jointly owned “FSA Common Grounds”. A copy of proof of Insurance under your home-owners policy must be provided to FSA, plus, a hold harmless agreement must be signed.**
4. **Only one dock permit can be issued per lot. For Example is a lot is owned by multiple parties, each party cannot obtain a separate dock permit; only one dock is allowed per lot.**
5.
  - a) **If a landowner owns multiple lots and requests a second dock permit, the second dock permit will only be issued if available dock permits exist after filing the permits with other FSA individual requests. (For example, every owner’s first request would be granted before a second permit is issued to an owner.)**
  - b) **The second dock permit must be requested annually. If a party receives a second dock permit one year, it does not guarantee a permit the next year.**
  - c) **Landowners with rental property (assumed for financial gain) are the lowest priority for “Common Ground” dock space but a permit request will be allowed if dock space is available - but only for a period of one year and must be applied for annually; it does not guarantee a permit the next year**
6. **No selling or applying for a dock permit for another owner to evade the prior rules will be allowed. If such behavior is reported to the Dock Committee, then the Dock Committee is allowed to have a hearing on the matter. The Dock Committee has the ability to penalize both landowners by barring the granting of future dock permits. If such an action is taken, the landowners may appeal the decision to the FSA Board of Director.**

**FSA Dock Policy Continued**

7. Dock space is available on a first-come, first serve basis with the following guidelines:
  - a) When a property is transferred or sold the Dock Permit is no longer valid and cannot be transferred to the new party.
  - b) FSA maintains a waiting list for Dock Space if none is currently available; those of the waiting list have preference over a newly sold or transferred property owner.
  - c) Docks must be installed each year when holding a permit for said dock space by June 1<sup>st</sup>. The dock space is limited and valuable, if you have not utilized the space, after June 1<sup>st</sup> – FSA considers the space abandoned and has the right to co-sign someone else’s legitimate permit request.
  - d) If you are contemplating purchasing a property in Francis Sites and have a bound offer with a closing date of 60 days or less, you can request to have your name added to the waiting list. If the bound offer for the property falls through or extends past the 60 days – your name will be removed from the list.
8. We encourage Dock Owners to share docks if no other space is available, as there are limited locations for docks on the “FSA Common Grounds”. (Costs for the dock and yearly expenses are best if shared.)
9. No renting or providing dock or hoist space to outside non-FSA parties is allowed that do not live or reside within Francis Sites. However, if the non FSA party resides within the FSA Landowner’s FSA property/residence - the FSA Landowner can share his FSA “Common Property” Dock for which the FSA Landowner has obtained a valid dock permit.
10. All docks, hoists and personal property are the responsibility of the FSA Landowner for Insurance purposes or losses.
11. The Landowners within FSA current policy requires an Annual Dock Fee of \$200.00 and an Annual Hoist Fee of \$50 per hoist – payable before yearly installation of dock.
12. No trailers or personal property are to be stored at the FSA “Common Grounds” with the exception of dock components and hoists which can be stored over the winter months directly in-front of the dock space assigned location (not to infringe upon the adjacent lots if possible); but must not impede the normal access to the lake.
13. Those who live nearest to the “Common Grounds” or those with docks off the “Common Ground” are assumed to utilize that “Common Ground” the most often and are asked to help maintain that “Common Ground” property.

I have read and agree to comply with the Dock Policy as stated above.

\_\_\_\_\_ (Sign and date)

# FRANCIS SITES AREA INCORPORATION ANNUAL DOCK & HOIST FEE STATEMENT

NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

FRANCIS SITES ADDRESS (if different from mailing address):  
\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS (IF YOU HAVE ONE): \_\_\_\_\_

DOCK FEE ..... \$200.00 ..... Amount  
(Docks may be shared with filed agreement)

HOIST FEE:..... \$50.00/hoist x \_\_\_\_\_ .....  
(Number of Hoists)

**TOTAL AMOUNT PAID.....** \_\_\_\_\_

**Please make checks payable to:**

Francis Sites Area Inc.  
P. O. Box 223  
Spirit Lake, IA 51360

**REMINDER:** Please return this statement sheet, FSA Dock Policy Form, Hold Harmless Waiver (all three signed and dated) and a current Certificate of Insurance with check.

\_\_\_\_\_

**Francis Sites Area Inc.:**  
**Commons Dock Release and Waiver of Liability and Indemnity Agreement**

In consideration of being permitted to construct a dock on a designated access in the Plat of Francis Sites, Dickinson County, Iowa, each of the undersigned hereby releases, discharges, and covenants not to sue the Francis Sites Area Incorporation, as well as any individual owners of Lots within the Plat of Francis Sites (for the purposes herein referred to as "Releasees") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any and all loss or damage and any claim or demands therefore on account of injury received by the undersigned upon the dock or the access properties, whether caused by the negligence of the "Releasees" or otherwise, while the undersigned is in or upon the access area and dock. The undersigned personally assumes all risks in connection with the access and dock and further agrees to indemnify the "Releasees" from any and all liability or claim, which may be asserted against the "Releasees" by other parties by reason of the installation of the dock (whether installed personally or hired) of the undersigned upon the access property.

Each of the undersigned expressly acknowledges and agrees that construction and use of a dock involves risk and that all risk associated with such dock shall be assumed by the undersigned.

The undersigned has read and voluntarily signs the foregoing release and waiver of liability and indemnification agreement.

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Sign & Date

Sign & Date

Return to FSA, P. O. Box 223, Spirit Lake, IA 51360

Note: No trailers or non-dock/hoist related personal property are to be stored or parked on Francis Sites Access or Common Ground other than a vehicle while utilizing the Common Ground. Those that utilize the Common Ground the most often are asked to volunteer to keep that access clean and maintained. No dumping or burning of personal trash is allowed.



RULES AND REGULATIONS  
FOR FRANCIS SITES AREA, INC. COMMON GROUNDS

1. Rules and based on the premise in the Original Plat Dedication that the designated Common Grounds exist for the use and enjoyment of all Francis Sites Owners, and that such use brings with it equal responsibility for the care and maintenance of said Common Grounds.
2. Users of the Grounds should pick up the area used before leaving and remove all of their wastes, and if possible leave the area in better condition than when they arrived.
3. Access to the Lake or Common Grounds. If not an adjacent property owner, access should be through the designated Common Ground Alleys, and not through private properties, unless specific permission has been given by said property owner.
4. Adjacent property owners are presumed to be more frequent users of the Common Ground. And where possible are asked to contribute as much care and maintenance as possible - such as: weeding cutting or mowing; removal or burning of fallen tree branches or leaves. Equipment, such as boats, trailers, cars, etc. are not to be stored or abandoned on the Common Ground. A Yearly Clean-up Day will be continued, to improve the alleys and Common Ground areas for the improved access and enjoyment of the Francis Sites Owners.
5. Shoreline landscaping (the area from the lake to the ordinary high water mark) or other activities are regulated by the Department of Natural Resources.

Shoreline Bank (the portion of the bank from the ordinary high water line up to the applicable set back line) is regulated by the Dickinson County Board of Supervisors.

Any changes to be made to the above areas referred to, need a Permit from the appropriate agencies.

6. Docks from Common Ground are Private, not public, and liability is that of the Dock Owner. However, all Dock Owners must allow use of the dock for emergency access to the shore from the lake.

Docks are regulated by the guidelines from the Iowa Department of Natural Resources, NW District 1 Enforcement, 611-252 Avenue, Spirit Lake, Iowa 51360

7. Existing Utility sheds for dock and Grounds maintenance must be appropriately kept up, and in return for the continued maintenance of the Common Ground area on which they rest. Any construction approval must come from the Dickinson County Board of Supervisors and the Francis Sites Area, Inc. Officers and Directors.

8. Adult Live Trees should not be cut on Common Grounds unless permission is received from the Francis Sites Area, Inc. Officers and Directors.
9. Individual Dock Permits will be issued from a waiting list for the use and installation of docks by the Back Row Lot Owners. The following rules apply:
  - a. Present Back Row owners with docks in place in the past, will be given seniority for continued use, but must be on the sign up list.
  - b. A Dock Permit and Francis Sites Area, Inc. Membership Fee of \$200.00 and \$25.00, respectively, must be paid by April 1st each year. If not, the Board then passes the permission onto the next eligible user on the waiting list.
  - c. A separate hoist/boat slip fee of \$50.00 per hoist/slip shall also be paid by April 1st each year. The total number of hoists/slips per dock will be determined by the IDNR and the Francis Sites Area, Inc. Officers and Board of Directors.
  - d. All permits shall be in the name of a Lot Owner and accompanied by the necessary insurance certificates.
  - e. New Access dock permits will be on a first come first serve basis from the waiting list.
  - f. Users of the Accesses shall keep the area clean and not be allowed to store boating materials, hoists, etc. on the accesses over the winter. Dock materials may remain over the winter but off to the side to allow access to the lake year around, provided permission from the adjoining lot owner is obtained.
  - g. Access maintenance, mowing, leaves pick-up and other cleanup shall be shared with the adjoining lake lot owners.

These Rules and Regulations were adopted by the Board of Directors of the Francis Sites Area, Inc. at their meeting on March 18, 2004 and adopted at the Annual Meeting on June 12, 2004 by the majority lot Owners of the Francis Sites Area, Inc.