



# LAKE DABINAWA ASSOCIATION

## BYLAWS AND COVENANTS

2024R1866

DELIA HESTON, REGISTER OF DEED  
JEFFERSON COUNTY, KS

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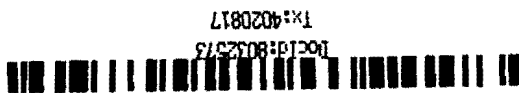
PAGES: 65

Adopted: September 5, 1979

Amended:

- September 13, 1981; July 7, 1982; May 1, 1984; and June 28, 1985. Recorded on January 13, 1986, Bk 351, pg 679-686. The following Articles/Sections were amended from the Bylaws as adopted on September 5, 1979:
  - Article II – MEETINGS OF MEMBERS. Amend Section 6 – List of owners and members. Section 9 – Voting in meetings amend Subsections (a) and (b) and add NEW Subsection (c) enabling absentee ballots. Section 10 – Voting without meetings amend Subsections (a) and (b).
  - Article III – DIRECTORS. Amend Section 1 – General powers and number (relocate existing provisions). Section 2 – Election and Tenure add qualifications for Directors.
  - Article IV – OFFICERS. Amend Section 2 – Election, term and removal.
  - Article VI – RULES AND REGULATIONS was changed to Article VI – ASSESSMENTS, BUILDING REQUIREMENTS AND LAND USE. Article VI, Section 1 – Adoption (regarding Rules and Regulations) was moved to Article III, Section 1. Section 2 – Assessments became Section 1, and was amended to raise interest on levies from 10% to 18%. Section 3 – Building Requirements became Section 2 and was amended to give approval authority to the Board rather than the Architectural Committee. Section 4 – Land Use became Section 3, and Section 5 – Violations became Section 4, and both sections were amended to give approval authority to the Board rather than the Architectural Committee.
- September 21, 1986. Recorded on December 10, 1986, Bk 361, pg 161. Article VI – ASSESSMENTS, BUILDING REQUIREMENTS AND LAND USE. Amend Section 1 – Assessments to raise the annual assessment for roads from \$75 to \$100 (silt still \$100).
- September 16, 1990. Recorded on December 6, 1990, Bk 395, pg 131-132. Article VI – ASSESSMENTS, BUILDING REQUIREMENTS AND LAND USE. Amend Section 1 – Assessments second paragraph regarding Treasurer procedures for assessments. Add Section 5 regarding avoiding use of synthetic, petroleum-based chemicals such as pesticides, herbicides, insecticides and fungicides.
- September 19, 1993; December 31, 1993; April 30, 1994. Recorded on June 16, 1994, Bk 435, pg 9-18. Article VI – ASSESSMENTS, BUILDING REQUIREMENTS AND LAND USE. Amend Section 1 – Assessments establish annual assessment for general operating expenses (including roads) of \$150 (plus \$100 for silt). Section 2 – Building Requirements amend Subsection (b) to include additional design standards for residences and add NEW Subsection (d) regarding obstruction of the lake side view of adjoining tract owners. Section 3 – Land Use amend Subsection (f) to deny off-shore tract owners the right to erect a boat dock and provide instead that all tract owners have access to the lake via association ramps. Amend Section 5 – Chemicals to clarify it applies only to Association property.
- September 17, 2000. Recorded on October 5, 2000, Bk 525, pg 664. Article VI – ASSESSMENTS, BUILDING REQUIREMENTS AND LAND USE. Section 1 – Assessments add an additional paragraph enabling recovery of court costs and attorney fees with actions for foreclosure of liens or other collection efforts.

Adopted 09/17/2023 and 08/10/2024



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- **Approval date unrecorded. Recorded on February 5, 2001, Bk 530, pg 487-496. Article II – MEETING OF MEMBERS. Amend Section 11 – Notice of vote without meeting. Various reformatting throughout the document.**
- **September 15, 2002. Recorded on November 1, 2002, Bk 574, pg 311-321. Article VI – ASSESSMENTS, BUILDING REQUIREMENTS AND LAND USE. Section 3 – Land Use amend Subsection (a) to permit home businesses with conditions. \*Note that the list of amendment dates in this document does not include the previous document with unrecorded approval date, but the formatting changes of that previous document were implemented.**
- **August 14, 2006. Recorded on August 23, 2006, Bk 685, pg 621-632. Article VI – ASSESSMENTS, BUILDING REQUIREMENTS AND LAND USE. Section 1 – Assessments amend to increase total annual assessments from \$250 to \$320, with 60% (\$192) for general operating expenses (including roads) and 40% (\$128) for silt.**
- **September 16, 2007. Recorded on October 29, 2007, Bk 710, pg 1-12.**
  - **Article I – APPLICATION. Amend Section 1 – Validity.**
  - **Article II – MEETING OF MEMBERS. Section 2 – Annual meeting amend annual meeting time from 11 am to 1 pm. Section 7 – Presiding officer and order of business amend Subsection (a). Section 9 – Voting in Meetings amend Subsection (c) regarding absentee ballot procedures.**
  - **Article IV – OFFICERS. Amend Section 1 – Designations regarding multiple offices held by the same person. Amend Section 2 – Election, term and removal regarding Board vacancies. Section 3 – Compensation was removed and replaced with Section 3 – Insurance. Amend Section 5 – The Vice Chairman to require the Vice-Chair to chair the Safety Committee, attend other committees, and be the primary contact for boat permits. NEW Section 8 – Lake Association Rights regarding owned property of the Association.**
  - **Article VII – GENERAL PROVISIONS. NEW Section 3 – Lake Owned Parcels requiring member vote to sell lake-owned lots. NEW Section 4 – Lake Expenses requiring advance written approval of member or committee expenditures by the Board and two signatures for checks \$1,000 or more. NEW Section 5 – Committee Expenses regarding committee budgets and expenses.**
  - **Article VIII – AFFILIATED TRANSACTIONS. NEW Section 2 – Conflict of Interest for Board members.**
- **Approval date not recorded. Recorded on August 3, 2009, Document 2009R2687.**
  - **Article III – DIRECTORS. Section 1 – General powers and number NEW Subsection (c) regarding the Board calling a short recess or adjourning the meeting. Amend Section 3 – Vacancies. Section 4 – Removal or resignation NEW Subsection (c) regarding director attendance. Section 5 – Place of Meetings amend to establish the Community Building as the required meeting place rather than member homes.**
  - **Article VI – ASSESSMENTS, BUILDING REQUIREMENTS, AND LAND USE. Section 1 – Assessments establish lake road access only fees as a percentage of total annual assessments. Section 3 – Land Use Subsection (e) NEW requirement for dock materials, and NEW Subsection (h) regarding silt mitigation with construction. NEW Section 4 – Septic systems.**
  - **Article VII – GENERAL PROVISIONS. Section 5 – Committee Expenses add statement that committees shall be considered “advisory” to the Board.**
- **September 15, 2013. Recorded on October 2, 2013, Document 2013R2867. This document represents a major revision intended to comply with the recently adopted *Kansas Uniform Common Interest Owners Bill of Rights Act*, with changes throughout the entire document. Below are highlights of notable changes only:**
  - **Title change from *By-Laws of Lake Dabinawa Association, Inc* to *Lake Dabinawa Association Bylaws and Covenants.***

Adopted 09/17/2023 and 08/10/2024

# LAKE DABINAWA ASSOCIATION BYLAWS AND COVENANTS

- **NEW Table of Contents** (Articles VI and XIII headers are missing).
- **NEW Article I – DEFINITIONS.** Includes **Sections 1.1 – 1.26.**
- **Article III – MEETINGS.** Require all open meetings with the exception of executive sessions, require advance notice and a specific agenda for special meetings of the Board, requirement to provide for member comment in Board meetings, requirement to share materials distributed to the Board, provide for a reduction in notice time for member meetings called to deal with an emergency, new meeting notice requirements, require that meetings be conducted in accordance with *Roberts' Rules of Order Newly Revised*.
- **Article IV – VOTING BY ASSOCIATION MEMBERS.** NEW election procedures, increase the number of people required for a valid vote without a meeting.
- **Article V – BOARD OF DIRECTORS.** NEW procedures for dispute resolution and enforcement, detailed conflict of interest provisions, limitations on Board action by consent.
- **Article VI – OFFICERS.** Consistent with the original authority of the Chairperson to appoint Committees, but includes a list of eleven specific committees.
- **Article VII – BUDGET, SPECIAL ASSESSMENTS, EMERGENCY ASSESSMENTS, AND LIENS.** With member input, the Board adopts the annual budget and may propose and adopt Special and Emergency Assessments; Annual Assessments proposed by the Board but approved by a vote of Association Members. Annual dues increased to \$400 (60% for general operating/roads, 40% silt). Provide that lake road access owners are responsible for paying special assessments specifically for roads.
- **Article VIII – RECORDS AND OTHER ASSOCIATION PROPERTY.** NEW records retention and distribution procedures.
- **Article IX – LAND USE RESTRICTIONS.** NEW environmental nuisance standards, NEW traffic and vehicle standards, NEW prohibitions and limitations on the keeping of animals, change in policy to prohibit home businesses, NEW standards regarding guests, behavior in residences, firearms, liability, flags and political signs, NEW standards for residential setbacks and road right-of-way, NEW building permit requirements.
- **September 20, 2015. Recorded on October 1, 2015.**
  - **Article IV – VOTING BY ASSOCIATION MEMBERS.** Document 2015R2355 Section 1 – Notice, Ballots, and Voting Procedures amend Subsection (B) to provide for mail-in ballots, and Document 2015R2358 delete Subsections (I) and (J). Document 2015R2356 Section 3 – Voting for Board of Directors amend Subsection (C) procedures for mail-in ballots. Document 2015R2357 Section 4 – Voting Without a Meeting amend Subsection (A.2) to eliminate provisions for absentee ballots.
  - **Article VII – BUDGETS, SPECIAL AND EMERGENCY ASSESSMENT, AND LIENS.** Document 2015R2360 amend Section 3 – Annual Assessment to raise annual assessment to \$500. Section 4 – Division of Annual Assessment Document 2015R2361 amend Subsection (A) general operating fund including roads (\$240) and Document 2015R2362 amend Subsection (B) silt fund (\$160), and Document 2015R2363 add NEW Subsection (C) establishing a roads fund (\$100) for chip and seal.
  - **Article IX – LAND USE RESTRICTIONS.** Document 2015R2359 Section 5 – Animals amend Subsection (B) regarding injuries from dogs. Document 2015R2364 Section 14 – Building Permit Requirements NEW Subsection (A.8) regarding refundable \$500 construction deposit.
- **No approval date recorded except as noted below. Recorded on September 19, 2016 except as noted below.**
  - **Article III – MEETINGS.** Document 2016R2364 Section 11 – Special Meetings of Association Members amend Subsection (A) regarding minimum requirements to call a special meeting (amended to unclear language “representing 25 40 votes or more”, but this was subsequently corrected in Document 2017R2628).

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- **Article IV – VOTING BY ASSOCIATION MEMBERS. Document 2016R2363 Section 1 – Notice, Ballots, and Voting Procedures amend Subsection (B) to delete the provision allowing voting at Regular or Special Board meetings and add a reference to procedures for amendments to Rules and Regulations (however, subsequently adopted Document 2017R2628 did not implement the amendment disallowing voting at Regular or Special Board meetings, but did add the reference to procedures for amendments to Rules and Regulations). Document 2016R2364 Section 2 – Quorum for Association Members: Voting in Person at a Meeting amend Subsection (A) regarding a quorum at member meetings (at least 25 members representing 40 votes).**
- **Article VII – BUDGETS, SPECIAL AND EMERGENCY ASSESSMENT, AND LIENS. Document 2016R2362 Section 7 – Penalties and Liens amend Subsection (1) regarding interest accumulation (lists both 18% and 15% and April 1 date). Document 2016R2577 approved on September 18, 2016, recorded on October 12, 2016, CORRECTION amend Subsection (1) to reduce interest accumulation to 15% per annum and correct date of November 1.**
- **Document 2016R2365. Mis-stated on top of the amendment sheet as deleting Article XIII, Section 2-A-4 and adding a new point to Section 2-A-7. Shown at bottom of amendment sheet as Article VIII – RECORDS AND OTHER ASSOCIATION PROPERTY. Section 2 – Records Retention delete Subsection (A.4) regarding retention of meeting minutes, and delete Subsection (A.7) which required retaining a list of lot owners and eligible votes, and replace with a combined, amended version of the original Subsections (A.4) and (A.7) (but not noting that the deletion of Subsection (A.4) would cause renumbering of all subsequent items). This reflects a change to retain minutes of Executive Sessions rather than exempt them from retention.**
- **Document 2016R2366, approved on September 18, 2016. Article XIII – PROCEDURES TO AMEND BYLAWS AND COVENANTS. Section 2 – Proposal to Amend, Alter, Repeal or Adopt New Bylaws or Covenants amend Subsection (2.A) to remove the language regarding qualified voting members, and add NEW Subsection (2.B) allowing members to propose a Bylaws change by petition.**
- **September 17, 2017. Recorded on October 16, 2017, Document 2017R2628.**
  - **Article II – GENERAL PROVISIONS. Section 3 – Notification of Changes in Lot Ownership NEW second paragraph.**
  - **General change throughout to include references to Kansas Statute K.S.A. 58-4601 et seq., as amended.**
  - **Article IV – VOTING BY ASSOCIATION MEMBERS. Section 2 – Quorum of Association Members: Voting in Person at a Meeting quorum amended to 40 votes being present.**
  - **Article VII – BUDGETS, SPECIAL AND EMERGENCY ASSESSMENTS, AND LIENS. Section 5 – Lake Road Access Only Assessments amend Subsection (B) to establish this fee as equal to what platted lot owners pay to the dedicated road fund, delete Subsection (C) that provided for levy of special assessments to Lake Road access owners (and move 5.D up to 5.C) and add NEW Subsection (D) providing for a refundable construction deposit levied to Lake Road access owners (same as Member Lot Owners).**
  - **Article VIII – RECORDS AND OTHER ASSOCIATION PROPERTY. Section 2 – Records Retention amend Subsection (A.4), and delete Subsections (A.7) and (A.8); add NEW Subsection (D.7) regarding ongoing retention of all meeting minutes.**
  - **Article XIII – PROCEDURES TO AMEND BYLAWS AND COVENANTS. Section 2 – Proposal to Amend, Alter, Repeal or Adopt New Bylaws or Covenant delete Subsection (B.8), move up existing Subsection (B.9), and add NEW Subsection (B.9) prohibiting a new similar petition for 24 months after a failed vote.**
- **September 20, 2020. Recorded on November 16, 2020, Document 2020R3465.**

Adopted 09/17/2023 and 08/10/2024

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- Article VII – BUDGET, SPECIAL ASSESSMENTS, EMERGENCY ASSESSMENTS AND LIENS. Amend Section 4 – Division of Annual Assessment Subsection (C) allowing the roads fund to be used for expenses other than chip and seal. Amend Section 5 – Lake Road Access Only Assessments Subsections (A) and (B) aligning language more closely with recently executed legal agreements with Lake Road Access owners. This exempted these owners from payment of special or emergency assessments for roads, or paying for “upgrades or improvements” to Association roads or equipment.
- Article IX – LAND USE RESTRICTIONS. Amend Section 10 – Boating Regulations to move provisions from Rules and Regulations to Bylaws.
- January 29, 2023. Recorded February 9, 2023, Document 2023R0330.
  - Article VII – BUDGET, SPECIAL ASSESSMENTS, EMERGENCY ASSESSMENTS AND LIENS. Amend Section 3 – Annual Assessment to increase annual assessments to \$900. Section 4 – Division of Annual Assessment various amendments including establishing both primary and secondary roads funds. Division is \$250 to the general fund, \$250 to the silt fund, \$200 to the primary roads fund, and \$200 to the secondary roads fund.
- September 17, 2023. Recorded on August 19, 2024. Document \_\_\_\_\_.
  - Add Title Page with record of amendments.
  - Article I – DEFINITIONS. Amend Section 1.7 – “Committee”. Add NEW Definitions Sections 1.7.1 – 1.7.5 regarding Committees.
  - Article III – MEETINGS. Amend Section 1 – Requirements for all Association Meetings: Open Meetings: Executive Sessions: Electronic Meetings: Notice: Parliamentary Procedure (header and content) to include provisions applicable to all meetings in Section 1. Amend Section 2 – Regular Board Meetings. Amend Section 4 – Quorum at Board Meetings to clarify that on-site and remote participants count. Amend Section 6 – Notice of Board Meetings so the agenda does not need to be posted outside the meeting place or in the kiosks, but shall be distributed. Amend Section 9 – Methods to Give Notice of Meetings.
  - Article IV – VOTING BY ASSOCIATION MEMBERS. Amend Section 3 – Voting for Board of Directors Subsection (A) regarding candidate submittal requirements.
  - Article VI – OFFICERS. Amend Section 3 – The Chairperson delete Subsection (C) and move Subsection (D) up. Amend Section 4 – The Vice-Chairperson Subsection (A) to remove some responsibilities.
  - Article VII – BUDGET, SPECIAL ASSESSMENTS, EMERGENCY ASSESSMENTS, AND LIENS. Add NEW Subsection (A) regarding the Capital Reserve Study.
  - Article IX – LAND USE RESTRICTIONS. Section 7 – Docks add Subsections (A) – (E). Amend Section 8 – Home-Based Businesses. Amend Section 11 – Firearms.
  - Add NEW Article XIV – Committees, Sections 1 – 6.
- August 10, 2024. Recorded on August 19, 2024. Document \_\_\_\_\_.
  - Article I – DEFINITIONS. Amend Sections 1.1 – “Abandoned Motor Vehicle”, 1.2 – “Accessory Structure” now “Accessory Building”, 1.8 – “Common Area Property” now 1.9, 1.14 – “Lot” now 1.17, 1.15 – “Lot Owner” now 1.19, 1.21 – “Site Plan” now 1.28, 1.22 – “Structure” now 1.29, 1.23 – “Tract” now 1.30. Add NEW Definitions Sections 1.7 – “Building”, 1.10 – “Contiguous”, 1.16 – “Lake”, 1.18 – “Lot Line”, 1.18.1 – “Lot Line, Front”, 1.18.2 – “Lot Line, Side”, 1.18.3 – “Lot Line, Rear”, 1.20 – “On-shore Lot”, 1.25 – “Right-of-Way”, 1.27 – “Setback”. Delete 1.26 – “Yard”. Other definitions renumbered appropriately with no amendment.
  - Article III – MEETINGS. Amend Section 2 – Regular Board Meetings for flexibility in meeting dates.

Adopted 09/17/2023 and 08/10/2024

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- **Article IV – VOTING BY ASSOCIATION MEMBERS.** Amend **Section 1 – Notice, Ballots and Voting Procedures** Subsection (B) and **Section 2 – Quorum of Association members: Voting in Person at a Meeting** Subsection (D) to enable electronic voting.
- **Article VII – BUDGET, SPECIAL ASSESSMENTS, EMERGENCY ASSESSMENTS, AND LIENS** change header to **Article VII – BUDGET, ASSESSMENTS, INTEREST, FEES, AND LIENS.** Amend **Section 6 – Notice and Due Dates** all subsections for consistent terminology and to accommodate the new fee. Amend **Section 7 – Penalties and Liens** all subsections to clarify processes and accommodate the new fee. Add **NEW Section 11 – New Member Access Fee.**
- **Article IX – LAND USE RESTRICTIONS.** **Section 3 – Environmental Standards** change header to **Section 3 – Environmental and Parking Standards.** Amend all **Subsections (A) – (D)** to incorporate the environmental standards of the Rules and Regulations into the Bylaws and Covenants, use consistent terminology, clarify existing standards, include docks and easement areas in exterior property conditions, and add new on-site wastewater system maintenance requirement. **Section 4 – Traffic and Road Usage** change header to **Section 4 – Use of Association Rights-of-Way,** amend **Subsection (C)** regarding driving and temporary parking on roads and vegetated areas of rights-of-way, **Subsection (D)** regarding parking or storing vehicles on roads and rights-of-way, and move **Subsection (E)** to **Section 3 – Environmental and Parking Standards, Subsection (C).** **Section 7 – Docks** amend **Subsection (B.4)** regarding dock quarantine. **Section 12 – Easements, Boundaries, and Rights-of-Way** move **Subsection (A)** to building requirements. Amend and renumber remaining **Subsections (B) – (F)**, now **(A) – (E).** **Section 13 – Building Requirements** change header to **Section 13 – General Building Requirements.** Amend **Subsections (A) – (C)**, delete **Subsection (D)**, amend **Subsections (E) – (F)** now **(D) – (E).** **Section 14 – Building Permit Requirements** amend all subsections regarding application requirements and exempt structures, and make the construction deposit nonrefundable. **Section 15 – House Construction Requirements** change header to **Section 15 – Residential Construction Requirements.** Amend **Subsections (A) – (B)** to eliminate minimum size requirements, incorporate setbacks, and require County permit. Amend **Subsection (C)** and delete **Subsections (D) – (E)** design limitations. Renumber remaining **Subsection (F)** now **(D).** **Section 16 – Septic Systems** amend to be **Section 18 – Septic Systems.** Add **NEW Section 16 – Accessory Building Construction Requirements** **Subsections (A) – (B).** Add **NEW Section 17 – Requirements for Other Accessory Structures (not including Buildings)** **Subsections (A) – (B)** to create view protection requirements for other structures built near the rear lot line on on-shore lots.
- **Article XI – ENFORCEMENT OF RIGHTS AND OBLIGATIONS.** Amend **Section 3 – Violation of Bylaws and Covenants, or Rules and Regulations** **Subsection (A)** to add a process for members to report violations.
- **Article XIV – COMMITTEES.** Amend **Section 1 – Formation and Term of Standing and Special Committees** **Subsection (A)** to add a new standing committee for Technology.

Adopted 09/17/2023 and 08/10/2024

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# LAKE DABINAWA ASSOCIATION BYLAWS AND COVENANTS

## Article I — DEFINITIONS

Unless the context clearly requires otherwise, the following definitions shall apply in these Amended Bylaws and Covenants:

- 1.1 **"Abandoned Motor Vehicle"** means any motor vehicle which is not currently registered or tagged pursuant to K.S.A. 8-126 to 8-149 inclusive, as amended; or parked in violation of the Bylaws and Covenants, or Rules and Regulations; or incapable of moving under its own power; or in a junked or wrecked, or dismantled condition.
- 1.2 **"Accessory Building"** means a subordinate Building detached from the principal dwelling but on the same Lot (or associated Contiguous Lot or portion of a Lot), including, but not limited to: garages, sheds, barns, or other outbuildings.
- 1.3 **"Assessment"** means the sum attributable to each Lot and due to the Association from Lot Owner(s). An Assessment may be an annual assessment, a special assessment, or an emergency assessment.
- 1.4 **"Association"** means The Lake Dabinawa Association, a not for profit corporation organized under the laws of the State of Kansas.
- 1.5 **"Association Board"** or **"Board"** shall mean the Board of Directors as elected and/or appointed in accordance with Article IV and/or Article V hereof.
- 1.6 **"Association Members"** or **"Members"** shall mean all Owners of a Lot within the Plat.
- 1.7 **"Building"** means a site-built Structure having a roof supported by walls and intended for enclosure of persons, animals, or materials of any kind, and which is affixed to the land with a permanent foundation.
- 1.8 **"Committee"** means a body of one or more people duly appointed by the Board in accordance with these amended Bylaws to consider, investigate, or act on certain matters or subjects, or to do all the above.
  - 1.8.1 **"Committee Charter"** means the document that states a Committee's mission or purpose, and details roles and responsibilities.
  - 1.8.2 **"Committee Code of Ethics and Conduct Form"** means the document that has been adopted as an internal operating procedure detailing certain actions, obligations, disclosures and procedures to which all Committee members are pledged to act in accordance with and uphold.

Adopted 09/17/2023 and 08/10/2024

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- 1.8.3 “Committee Member Request Form” means the document created by the Board as an internal operating procedure to facilitate Association Member requests for Committee participation.
- 1.8.4 “Special Committee” is a Committee that ceases to exist or operate at the completion of the specified tasks and responsibilities as defined in the Committee Charter.
- 1.8.5 “Standing Committee” is a Committee which has a continuing existence.
- 1.9 “Common Area Property” means the portions of property not owned individually by Lot Owners, but in which an individual interest is held by all Lot Owners, including Lots on which the Association pays taxes and other Tracts, Lots, roads, and Easements shown on the Plat and any other land designated by the Board as Common Area Property. See also “Lake”.
- 1.10 “Contiguous” means sharing a boundary or touching each other physically.
- 1.11 “Directors” means Qualified Voting Members who have been elected to the Board by majority vote and/or appointed in accordance with Article IV and/or Article V.
- 1.12 “Dilapidation, deterioration, or disrepair” means any condition characterized by, but not limited to: holes, breaks, rot, decay, crumbling, cracking, peeling or flaking paint, rusting, or other evidence of physical damage, neglect, lack of maintenance, excessive use or weathering.
- 1.13 “Easement” means interest in land owned by another that entitles its holder to a specific limited use or enjoyment.
- 1.14 “Exterior” means those parts of a Structure, which are exposed to the weather or subject to contact with the elements.
- 1.15 “Garbage” means without limitation, any accumulation of animal, fruit or vegetable waste matter that results from the handling, preparation, cooking, serving, delivering, storage, or use of foodstuff, except that material which is accumulated as compost for use in gardening.
- 1.16 “Lake” means Lake Dabinawa, and includes all waters contained within the subdivision that are commingled with the main body of Lake Dabinawa, such that these waters provide direct access to Lake Dabinawa, regardless of the ownership of the underlying land. Considered to be a Common Area for the use of Association Members as provided in this document.

## LAKE DABINAWA ASSOCIATION BYLAWS AND COVENANTS

- 1.17 "Lot" means a Tract or portion of a Tract of land as shown on the Plat of Lake Dabinawa, and designated as a unit of ownership or occupancy.
- 1.18 "Lot Line" means the perimeter boundary of a Lot or Tract.
- 1.18.1 "Lot Line, Front" means those property boundary lines separating the Lot or Tract from any road. In the case of a corner Lot located at the intersection of two roads, there are two Front Lot Lines.
- 1.18.2 "Lot Line, Side" means any boundary line which intersects with a Front Lot Line.
- 1.18.3 "Lot Line, Rear" means any boundary line which is not a Front or Side Lot Line. In the case of a corner Lot located at the intersection of two roads, there is no Rear Lot Line.
- 1.19 "Lot Owner" means any individual, individuals, receiver, agent or other representative who has charge, care, control, or responsibility for maintenance of any Tract, whether or not in residence.
- 1.20 "On-shore Lot" means any Lot with a boundary line that is Contiguous with the Lake, and when that boundary line is extended toward the Lake, would have any portion of that extended boundary touching the water of the Lake. As used within this context, the Lake includes commingled waters over private property resulting from the excavation of private property to provide direct water access to Lake Dabinawa.
- 1.21 "Plat" means the plat of Lake Dabinawa as recorded in Book 1, Pages 18-21 for West side, Book 1, Pages 27E – 29E for East side, in the office of Register of Deeds of Jefferson County, Kansas, by Lake Developers, Inc.
- 1.22 "Qualified Voting Member" shall mean an owner of a Lot within the Plat. A Member who has not paid current all Assessments, special Assessments, and emergency Assessments owed to the Association on all Lots owned by that person shall not be considered a Qualified Voting Member for any election concerning Assessments, special Assessments, or dues, and shall not be eligible for election to a position on the Board of Directors.
- 1.23 "Refuse" means Garbage and/or Trash.
- 1.24 "Residential Purposes" means use for dwelling or recreational purposes, or both.

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- 1.25 “Right-of-Way” means all property designated as streets on the Lake Dabinawa West and Lake Dabinawa East Plats, which generally includes an area 60 feet wide for all streets except Choctaw Court.
- 1.26 “Rule” or “Regulation” or a combination of those words means any policy, guideline, restriction, procedure, or regulation which is not set forth in these Bylaws and Covenants, and which governs the conduct of persons or the use or appearance of property.
- 1.27 “Setback” means the distance between the Lot Line or road Easement line or road Right-of-Way line and the nearest wall of a Building or Structure.
- 1.28 “Site Plan” means the accurate aerial or survey drawing of the property in question showing all applicable information required for a building permit, and that has been provided by the applicable Jefferson County official or licensed surveyor.
- 1.29 “Structure” means anything constructed or erected which requires location on the ground or is attached to something having a location on the ground.
- 1.30 “Tract” means a land division thus described on the Plat of Lake Dabinawa. May also be synonymous with “Common Area Property” or “Lot” within the context of this Document.
- 1.31 “Trash” means combustible waste consisting of, but not limited to: papers, cartons, boxes, barrels, fine wood shavings like used to pack fragile items, furniture, bedding, rags, scrap building materials, and non-combustible waste consisting of, but not limited to: metal, tin, cans, glass, crockery, plastics, and mineral matter.
- 1.32 “Weathered” means deterioration caused by exposure to the elements.

### Article II — GENERAL PROVISIONS

#### **Section 1 – Application**

The Articles of Incorporation of the Association, and these Amended Bylaws and Covenants shall apply to all Lots, and Tracts, Common Area Property, roads, and Easements located within the Plat, consisting of 400 acres more or less, including all property owned by any person or entity, or the Association. From time to time the Association’s Board of Directors may adopt Rules and

# LAKE DABINAWA ASSOCIATION BYLAWS AND COVENANTS

Regulations following the procedures set forth herein. All such Rules and Regulations also shall apply to all Lots and Tracts, common area, roads, and Easements within the Plat. Certain of these Bylaws and Covenants also shall apply to real estate that is not within, but is adjacent to the Plat, as more fully set forth below.

## **Section 2 – Binding Nature**

Each grantee of the Lake Developers, Inc. or the Association, and of any owner of any Lot or Tract, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance or sale, and each occupant of any Lot or Tract, and the heirs, successors and assigns of the foregoing, accepts ownership and occupation of the Lot or Tract subject to all bylaws, covenants, restrictions, and liens set forth herein, and such Rules and Regulations as may be adopted by the Board of Directors. All rights, benefits, and privileges granted, and all obligations hereby imposed shall be deemed to be covenants running with the land.

## **Section 3 – Notification of Changes in Lot Ownership**

Within fifteen (15) days following the sale, transfer, or other change in ownership of any Lot or subdivided portion (per Article IX, Section 2) of any Lot, the Lot Owners, or their authorized agent, shall notify the Association Treasurer or a member of the Association Board of Directors, in writing, that the Lot, or portion thereof, has been sold, transferred, or changed ownership. The notification shall include the location, address, or Lot number of the Lot, and the name and permanent address of the buyer or transferee.

Lot Owners should notify the treasurer of any change in their mailing address, their membership voting rights, or change in the number of votes to which they are entitled. This information must be given prior to an election in which said votes are exercised.

## **Section 4 – Sale, Transfer or Encumbrance of Common Area Property**

No Common Area Property shall be sold, transferred, or encumbered except by a vote of the majority of the Association Members approving the same.

## **Section 5 – Validity**

These Amended Bylaws and Covenants are intended to comply with the *Kansas Uniform Common Interest Owners Bill of Rights Act*, K.S.A. 58-4601 *et seq.*, as amended. If a court holds any provision of these amended Bylaws and Covenants, or of the Rules and Regulations adopted by the Board, invalid the



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remainder of these Bylaws and Covenants, and Rules and Regulations shall not be affected thereby and shall remain in full force and effect.

## Article III — MEETINGS

### Section 1 – Requirements for all Association Meetings: Open Meetings: Executive Sessions: Electronic Meetings: Notice: Parliamentary Procedure

All meetings of the Association (Board of Directors, Association Members, and Committees) shall be open to Lot Owners except during executive sessions. (K.S.A. 58-4612-a) Meetings shall not be open to individuals or entities who are not Lot Owners, except by invitation extended by the Board or Committee. Options will be offered for both remote (electronic) and on-site (in-person and electronic) participation for all Members provided that the process provides all Lot Owners the opportunity to hear or perceive the discussion and the right to comment. (K.S.A. 58-4612-g) Meetings may proceed even if circumstances prohibit one of the meeting participation options (remote or on-site). Meeting notices will include location, time, date and remote access requirements or alternate schedules if required. All meetings of the Association must be conducted in accordance with the most recent edition of *Robert's Rules of Order Newly Revised*. (K.S.A. 58-4613-c)

The Board and Committee may hold an executive session only during a regular or special meeting of the Board or Committee. No final vote or action may be taken during an executive session. (K.S.A. 58-4612-a)

An executive session may be held only to: (K.S.A. 58-4612-a-1-5)

- A. Consult with the Association's attorney concerning legal matters.
- B. Discuss existing or potential litigation or mediation, arbitration, or administrative proceedings.
- C. Discuss labor or personnel matters.
- D. Discuss contracts, leases, and other commercial transactions to purchase or provide goods and services currently being negotiated, including the review of bids or proposals, if premature public knowledge of those matters would place the Association at a disadvantage.
- E. Prevent public knowledge of matter to be discussed if the Board or Committee determines that public knowledge would violate the privacy of any person.

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- F. A gathering of two or more individual Members of the Board at which they do not conduct Association business is not a meeting of the Board. The Board and its Members may not use incidental or social gatherings of individual Members or any other method to evade the open meeting requirements of this section. (K.S.A. 58-4612-b)

## **Section 2 - Regular Board Meetings**

Monthly Board meetings will be held not before the first Wednesday and not after the second Wednesday of each month at 7:00 p.m. unless circumstances prohibit, subject to the provisions of Article III, Section 1.

## **Section 3 – Special Board Meetings**

The Board may hold a special Board meeting at any time to consider any Association business. The Association's Secretary shall provide notice of the special Board meeting, and the agenda of matters to be considered at the special meeting, to all Board Members and Association Members in accordance with Section 6 of this Article. No subjects may be considered or acted upon at the special meeting except as identified in the notice of special meeting and agenda. (K.S.A. 58-4611-b) All special Board meetings shall be presided over by the Chairperson or other presiding officer. If the Chairperson is not present, special Board meetings shall be presided over by the Vice-Chairperson, or if he/she is not present, by the Secretary, or if he/she is not present, by the Treasurer.

## **Section 4 – Quorum at Board Meetings**

A quorum of the Board is present for purposes of determining the validity of any action taken at any meeting of the Board only if individuals entitled to cast a majority of votes on that Board are present (either on-site or by remote participation) at the time a vote regarding the action is taken. If a quorum is present, the affirmative vote of a majority of the Board Members present is the act of the Board. (K.S.A. 58-4613-b) If a quorum is not present at any meeting of the Board, the Directors present may adjourn the meeting, without notice, other than the announcement at the meeting at which the adjournment is taken. If the meeting is rescheduled, Lot Owners must be notified of the new date and time.

## **Section 5 – Association Member Participation in Board Meetings**

At each Board meeting, the Board shall provide a reasonable opportunity for Association Members to comment regarding any matter affecting the Association, (K.S.A. 58-4612-d). However, Association Members must wait to be recognized by the Chairperson or other presiding officer of the meeting before they may

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comment. Association Members must comply with the reasonable requests of the Chairperson or other presiding officer, and must act in accordance with *Roberts Rules of Order Newly Revised*. (K.S.A. 58-4613-c)

## **Section 6 – Notice of Board Meetings (K.S.A. 58-4612-e)**

Unless the Board meeting is included in a schedule given to Association Members or the meeting is called to deal with an emergency, the Association's Secretary shall give notice of each regular or special Board meeting to each Board Member and to Association Members. The notice must state the time, date, place, and agenda, including itemized old and new business, of the meeting and be given at least 5 (five) days prior to the meeting date. If a yearly meeting schedule has been given to the Board and the Association Members, the agenda must still be distributed no later than five (5) days before the Board meeting. For an agenda, see Article III, Section 10.

## **Section 7 – Copies of Materials (K.S.A. 58-4612-f)**

If any materials are distributed to the Board before the meeting, the Board shall make a reasonable effort to make copies of those materials available to Association Members. The Board need not make available copies of unapproved minutes or materials that are to be considered in executive session.

## **Section 8 – Validity of Board Action and Challenge to Board Action (K.S.A. 58-4612-j)**

Even if an action by the Board is not in compliance with Article III, Section 1, it is valid unless set aside by a court. Only an Association Member may challenge the validity of any action by the Board.

A challenge to the validity of any Board action may not be brought more than 60 days after the minutes of the Board meeting at which the action was taken are approved or the record of that action is distributed to Association Members, whichever is later. (See Article XI, Section I B.)

## **Section 9 – Methods to Give Notice of Meetings (K.S.A. 58-4618-a-1-4)**

The Association shall deliver any notice required under the law to any mailing or electronic mail address a Lot Owner designates. Otherwise, the Association may deliver notices by:

1. Hand delivery to each Lot Owner;
2. United States mail postage paid or commercially reasonable delivery service to the mailing address of each Lot;

## **LAKE DABINAWA ASSOCIATION BYLAWS AND COVENANTS**

3. Electronic means, if the Lot Owner has given the Association an electronic address; or
4. Any other method reasonably calculated to provide notice to the Lot Owner, i.e., posting on notice boards, newsletter.

The ineffectiveness of a good faith effort to deliver notice by an authorized means does not invalidate action taken at or without a meeting. (K.S.A. 58-4618-b)

### **Section 10 – Conduct of Board and Association Member Meetings**

- A. All Board and Association Member meetings shall be presided over by the Chairperson or other presiding officer. If the Chairperson is not present, meetings shall be presided over by the Vice-Chairperson, or if he/she is not present, by the Secretary; and if he/she is not present, by the Treasurer. Except as otherwise provided in these Bylaws, all meetings shall be conducted in accordance with the most recent edition of *Roberts' Rules of Order Newly Revised*. (K.S.A. 58-4613-c)
- B. The following order of business, unless otherwise determined at the meeting, shall be observed as far as practicable and consistent with the purpose of the meeting:
  1. Call of the meeting to order;
  2. Presentation of notice of the meeting;
  3. Announcement that a quorum is present;
  4. Reading and approval of the minutes of the previous meeting;
  5. Reports of officers;
  6. Committee reports;
  7. Old Business – items remaining from a prior meeting;
  8. Confirmation of election of the Board of Directors, if the meeting is an annual meeting;
  9. Consideration of the specific purpose or purposes, other than the election of Directors, for which the meeting has been called, if the meeting is a special meeting;
  10. Transaction of such other business as may properly come before the meeting or new business requested by a Lot Owner provided to the Chairperson or other presiding officer at least 10 days prior to the meeting;
  11. Adjournment.

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## **Section 11 – Special Meetings of Association Members**

- A. The Association shall hold a special meeting of Association Members to address any matter affecting the Association if a majority of the Board, or Qualified Voting Members entitled to vote, representing 40 votes or more, requests that the Secretary call the meeting. (K.S.A. 58-4611-b)
  
- B. The Association's Secretary shall provide notice of the special meeting of Association Members, and the agenda of matters to be considered at the special meeting, to all Board Members and Association Members not less than 10 days or more than 60 days before the meeting date. If the Secretary does not notify Lot Owners of a special meeting within 30 days after the Board or Association Members have requested such meeting, the Board and/or requesting Members shall directly provide notice of special meeting and agenda to all the Lot Owners not less than 10 or more than 60 days before the special meeting. (K.S.A. 58-4611-b-c)
  
- C. The Notice of special meeting of Association Members and agenda shall notify Lot Owners of the time, date, and place of each special Lot Owners meeting, and if applicable, shall include the following: (K.S.A. 58-4611-c)
  - 1. A statement of the general nature of any proposed amendment to the Bylaws;
  - 2. Any budget proposals or changes;
  - 3. Any proposal to remove an officer or member of the Board of Directors; and
  - 4. Any other specific business to be considered at the Special Meeting.(K.S.A. 58-4611-c-1,2,3)

The minimum time required to give notice may be reduced or waived for a meeting called to deal with an emergency. (K.S.A. 58-4611-d)

- D. No subjects may be considered or acted upon at the special meeting of Association Members except as identified in the notice of special meeting and agenda. (K.S.A. 58-4611-b) All special meetings of the Association Members shall be presided over by the Chairperson or other presiding officer. If the Chairperson is not present special meetings shall be presided over by the Vice-Chairperson, or if he/she is not present by the Secretary, or if he/she is not present, by the Treasurer.

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- E. Lot Owners must be given a reasonable opportunity to comment regarding the matters included in the notice of special meeting and agenda. (K.S.A. 58-4611-e) All meetings shall be conducted in accordance with the most recent edition of *Roberts' Rules of Order Newly Revised*. (K.S.A. 58-4613-c)

### **Section 12 - Annual Meetings of Association Members**

- A. The annual meeting of Association Members shall be held on the third Sunday of September of every year at 1 P.M., or at another time or date as designated by the Board. (K.S.A. 58-4611-a)
- B. The Association's Secretary shall provide notice of the annual meeting of Association Members, and the agenda to all Board Members and Association Members in accordance with this section. The notice shall be provided not less than 10 days or more than 60 days before the meeting date, and shall state the time, date, and place of the meeting. The notice shall also state the items on the agenda. (K.S.A. 58-4611-c) The annual meeting agenda will include the following, if applicable:
  - 1. Announcement of the results of the Board Member election;
  - 2. A statement of the general nature of any proposed amendment to the Bylaws; (K.S.A. 58-4611-c-1)
  - 3. Any budget proposals or changes; (K.S.A. 58-4611-c-2)
  - 4. Any proposal to remove an officer or member of the Board of Directors; (K.S.A. 58-4611-c-3)
  - 5. Any proposed item requiring a vote of Members if that item was on the notice agenda; and
  - 6. A statement of any other business to be transacted at the meeting.
- C. Lot Owners must be given a reasonable opportunity at the meeting to comment regarding any matter affecting the Association. (K.S.A. 58-4613-e) All annual meetings shall be conducted in accordance with the most recent edition of *Roberts' Rules of Order Newly Revised*. (K.S.A. 58-4613-c)

## **Article IV — VOTING BY ASSOCIATION MEMBERS**

### **Section 1 – Notice, Ballots and Voting Procedures**

Adopted 09/17/2023 and 08/10/2024

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## **LAKE DABINAWA ASSOCIATION BYLAWS AND COVENANTS**

- A. Notice of any issue requiring the vote of Association Members shall be provided to each Member as set out in Article III, Section 9. The notice shall include information regarding when and how Members may cast their ballots.
- B. Votes may be held prior to the Members' annual meeting, at the annual meeting, or at a special meeting of the Members, or at a regular or special meeting of the Board. Votes may be held without a meeting by written, mail-in or electronic ballot as provided in this Article. There will be no proxy votes. Changes to "Rules and Regulations" need to follow Article X, Section 1-A before the Board votes on the issue.
- C. One vote is allocated to each Lot or Tract of real estate located within the Plat. If two persons own a full Lot, each is entitled to one-half a vote. If more than two persons own a Lot, the vote may be divided among the owners as per the Association's member's alpha list. The total of the votes cast by multiple owners shall not exceed the number of votes if only one owner was voting. Votes by multiple owners must be cast at the same time. (K.S.A. 58-4614-b-2)
- D. The Treasurer or designee shall maintain a list of the names of each Qualified Voting Member and the number of votes or partial votes to which each is entitled.
- E. A Member who has not paid current all Assessments, special Assessments, and dues owed to the Association on all Lots owned by that person should not be considered a Qualified Voting Member for any election concerning Assessments, special Assessments, or dues. (K.S.A. 58-4608-B)
- F. During any polling period when Qualified Voting Members are entitled to cast written ballots the polling place shall be monitored by three (3) election Committee members. Monitors shall compare Members desiring to vote to the list of Qualified Voting Members provided by the Treasurer, and shall provide the Qualified Voting Member with the ballot indicating the number of votes to which the Member is entitled. The ballot shall not identify the voter by name, but the monitors shall require the voting Members to sign a list indicating that they have voted. Voters shall be provided a private place to vote. These procedures are intended to protect the integrity of the election, and to prevent double voting.

## **LAKE DABINAWA ASSOCIATION BYLAWS AND COVENANTS**

- G. A majority of the ballots cast by Qualified Voting Members determines the outcome of any vote. A ballot shall not be revoked after delivery to the Association by death, disability, or attempted revocation by the person that cast that vote. (K.S.A. 58-4614-D-5)
- H. At the conclusion of any vote requiring written ballots, all ballots shall be counted by three persons consisting of the election Committee. One person will read the ballots and two will tally the results. In the event the two tallies disagree the votes will be recounted and tallied by two persons. All three persons will sign the tally sheet when agreement is reached. Ballots shall be placed in a manila envelope with the tallying sheet and given to the Chairperson or their designee to be filed for one year.

### **Section 2 – Quorum of Association Members; Voting in Person at a Meeting**

- A. A quorum is present at any meeting at which a vote of Association Members will be held, if at least Qualified Voting Members representing 40 votes are present.
- B. If a quorum of Qualified Voting Members is not present, the Chairperson or other presiding officer shall adjourn the meeting until a quorum of Qualified Voting Members is present.
- C. Even if a quorum of Qualified Voting Members is present at a meeting at which a vote will be held, the Members qualified to vote who are present shall have the power to adjourn the meeting for a good cause to a date that is not more than 30 days after the date of the original meeting. Notification to all Lot Owners of the date change must be provided at least 10 days prior to the new meeting date in accordance with Article III, Section 9.
- D. When voting at a meeting, each Qualified Voting Member shall have one vote in the method designated by the Chairperson or presiding person. Except as set forth in Section 3 regarding voting for Board Members, the method of voting may be by written or electronic ballot, voice vote, show of hands, standing, or other designated method. (K.S.A. 58-4614-b-1)

### **Section 3 – Voting for Board of Directors**

- A. The Board shall be elected by secret written ballot without a meeting prior to the annual meeting in the manner provided in this Section. Any Qualified Voting Member may submit his or her name as a candidate for the Board of Directors, or may submit the name of another Qualified

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Voting Member as a candidate if the candidate has consented to be nominated. The names and biographies of all candidates must be submitted to the Association's Secretary by August 15th and shall be forwarded to the election Committee chair. The election information, including a ballot formatted to provide for write-in candidates, shall be provided to the Association's Secretary in time to be included in the notice of the annual meeting of Association Members.

- B. The election Committee chairperson or designee shall include in the notice of annual meeting the names of all Qualified Voting Members whose names have been submitted for election to the Board, to all Lot Owners not less than 10 days or more than 60 days prior to the annual meeting. This notice shall also include the date, time, and place for Members to cast written ballots in person. Voting in person shall be permitted only on the dates, times, and place stated in the notice.
- C. If a Lot Owner is unable to vote in person, they shall be able to vote by mail. The notice shall state instructions for voting by mail and the date by which the ballot must be received to be counted.
- D. There must be a minimum of 40 votes cast for an election of Board Members to be valid. If less than 40 votes are cast, then another election shall be held at first opportunity. Results of the voting will be announced at the annual meeting. If there is a tie vote for a Board Member position, the tie shall be broken by a flip of the coin.

### **Section 4 – Voting Without a Meeting (K.S.A. 58-4614-d-1-4-A-C)**

- A. Qualified Voting Association Members may vote on any issue without a meeting. The Secretary or designee shall notify Members in the manner provided in Article III, Section 9 that a vote will be held by secret ballot without a meeting. The Notice shall:
  - 1. State that 40 votes are required for a valid vote;
  - 2. State the date, time, and location Lot Owners may vote in person.
  - 3. Provide instructions to voters if mail-in ballots are to be permitted, and if so, the address to which such ballots should be sent, and the date by which mail-in ballots must be received in order to be counted may not be fewer than (5) five days after the date the Association mails or electronically sends the ballot.

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- B. The election Committee chairperson or designee also shall mail or transmit a paper or electronic ballot to every Qualified Voting Member.
1. The ballot must set forth each proposed action and provide an opportunity to vote for or against the action. (K.S.A. 58-4614-d-3)
  2. The ballot itself shall not identify the voter.
- C. Mail-in Ballots. Mail-in ballots must be mailed back to the designated officer and address in an envelope stating the name and return address of the voter, so that voter eligibility can be verified. (K.S.A. 58-4614-b-5) The officer receiving the mail-in ballot shall mark on or through the listing of eligible voters that the ballot has been received; the envelope can then be opened and the ballot placed in the ballot box to be tallied with all other ballots.

### **Article V — BOARD OF DIRECTORS**

#### **Section 1 – Number and Qualifications**

The Board shall consist of seven (7) Members. Only Qualified Voting Members shall be eligible for election to the Board. (K.S.A. 58-4610-1)

#### **Section 2 – Election and Tenure**

Directors shall be elected by the majority vote of Qualified Voting Members before the annual meeting in accordance with Article IV, Section 3. The term of each Director shall be for two (2) years and begin with the first regular monthly meeting of the Board that follows the annual meeting.

Each Director shall hold office until she/he resigns, is removed, is no longer able to serve, or her/his term has expired. Four (4) Directors shall be elected every odd year and three (3) Directors elected every even year.

The intent of this provision is to provide for continuity of the Board.

#### **Section 3 – Vacancies**

If any vacancy occurs in the Board, a majority of the remaining Directors shall fill the vacancy for the unexpired portion of the term of the Director who has resigned, has been removed, or is no longer able to serve by appointing the Qualified Voting Member who received the next highest number of votes at the most recent annual election of Directors. If that Member is unavailable, and /or

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there is more than one vacancy, a majority of the remaining Directors, or the sole remaining Director if there is only one, may fill the vacancies by appointing a Member(s) meeting the requirements to be a Director. The appointed Director or Directors shall serve until the end of the term of the Director that she/he replaced.

If there are no Directors in office as a result of the resignation, automatic removal, or voted removal of the entire Board, the Members shall call a special meeting of Members under Article IV, Section 1 at which meeting the vacancies shall be filled.

### **Section 4 – Resignation, Automatic Removal, Removal by Association Members**

- A. Any Director may resign at any time by giving written notice to the Board, Chairperson, or Secretary. Unless otherwise specified in the written resignation, the resignation shall take effect upon delivery to the Board. It shall not be necessary for a resignation to be accepted before it becomes effective.
- B. A Director shall be automatically removed upon the occurrence of any one of the following:
  - 1. The Director no longer owns a Lot;
  - 2. The Director is more than sixty (60) days in arrears on the payment of any dues, Assessments or special Assessments; or
  - 3. The Director misses three (3) consecutive regular Board meetings.
- C. Association Members may remove a Director or Directors, with or without cause, only at a special meeting called for that purpose. The Members must comply with all notice requirements set out in Article III, Section 9, and all special meeting requirements set out in Article III, Section 11. The Association Members may not vote to remove a Member of the Board of Directors unless that subject was listed in the notice of the meeting and a quorum of Association Members as set out in Article IV, Section 2 is present. (K.S.A. 56-4619-a-3)
- D. In addition, the Director or Directors whose removal is contemplated must be given advance notice of the meeting and he/she must have a reasonable opportunity to speak at the meeting before the vote. (K.S.A. 58-4619-b)

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## **Section 5 – General Powers and Duties**

- A. Members of the Board of Directors shall exercise the same degree of care and loyalty to the Association required of an officer or director of a corporation, and are subject to the conflict of interest rules governing directors and officers under existing law. (K.S.A. 58-4609-a)
- B. The business of the Association shall be managed by the Board. The Board is authorized to act on behalf of the Association. (K.S.A. 58-4609-b)
- C. The Board may call for a short recess or adjourn the meeting in which a topic or item may be rescheduled for consideration for a later date to be announced.
- D. The Board of Directors may NOT: (K.S.A. 4609-c)
  - 1. Amend the Bylaws; (c-2)
  - 2. Terminate the Association; (c-3)
  - 3. Elect Members of the Board of Directors, but may fill vacancies in its membership for the unexpired portion of any term or (c-4)
  - 4. Determine the qualifications, powers, duties or terms of office of the Board of Directors' Members. (c-5)
- E. The Board may require that disputes between the Association and Lot Owners, or between two or more Lot Owners in matters covered by Association Bylaws and Covenants, or Rules and Regulations, to be submitted to an independent mediator. (K.S.A. 58-4608-3) If the parties cannot agree on a mediator, the Board, by a majority vote, may select a mediator.

The Board shall promptly provide notice to the Lot Owners of any legal proceedings in which the Association is a party other than proceedings involving enforcement of these By-Laws and Covenants and the Rules and Regulations and to recover unpaid Assessments or other sums due to the Association. (K.S.A. 58-4608-a-4)
- F. The Board shall have the power to suspend any right or privilege of an Association Member that fails to pay annual dues, an Assessment, or special Assessment but may NOT: (K.S.A. 58-4608-a-6-A-B-C)
  - 1. Deny a Lot Owner or other occupant access to the owner's Lot.
  - 2. Suspend a Lot Owner's right to vote, EXCEPT involving issues of Assessments and fees.

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3. Withhold services provided to a Lot Owner by the Association if the effect of withholding the service would be to endanger the health, safety or property of any person.
- G. The Board may determine whether to take enforcement action by exercising the Association's power to impose penalties or to commence an action for a violation of the Bylaws and Covenants or the Rules and Regulations, including whether to compromise any claim for unpaid Assessments or other claim made by or against the Association. (K.S.A. 4608-b)

The Board does not have a duty to take enforcement action if it determines that, under the facts and circumstances presented: (4608-b)

1. The Association's legal position does not justify taking any or further enforcement action; (b-1)
2. The bylaw, covenant, restriction, rule or regulation being enforced is, or is likely to be construed as inconsistent with the law; (b-2)
3. Although a violation may exist or may have occurred, it is not so material as to be objectionable to a reasonable person or to justify expending the Association's resources; or (b-3)
4. It is not in the Lake Dabinawa Association, Inc.'s best interests to pursue an enforcement action. (b-4)

The Board's decision not to pursue enforcement under one set of circumstances does not prevent the Board from taking enforcement action under another set of circumstances, but the Board may not be arbitrary or capricious in taking enforcement action. (K.S.A. 58-4608-c)

### **Section 6 - Conflicts of Interest (K.S.A. 58-4609-a)**

- A. A Board Member shall disclose to the remaining Board Members if she/he has a direct or indirect financial, ownership, investment, or compensation interest through business, investment, employment, or family in any entity with which the Association has a contract, transaction, or conflict.
- B. Board Members with such a direct or indirect financial, ownership, investment, or compensation interest in an issue, contract, transaction, or conflict shall recuse themselves from further discussion and voting regarding that issue, contract, transaction, or conflict.
- C. If the Board Member with such a conflict of interest refuses to recuse him or herself, then the issue will be brought for vote to the remaining Board

## **LAKE DABINAWA ASSOCIATION BYLAWS AND COVENANTS**

Members in attendance, and the majority vote of the remaining Board will determine whether or not the Board Member(s) will be prohibited from voting on the issue.

- D. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, or other organization in which one or more of the Association's Directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely because her/his or their votes are counted if:
1. The material facts as to her/his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the Committee that authorizes the contract or transaction, and the Board or Committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or
  2. The material facts as to her/his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the Committee members entitled to vote thereon, and the contract or transaction is specifically approved in good faith by the vote of the Board or the Committee and the contract or transaction is fair to the Association as of the time it is authorized, approved or ratified by the Board or Committee.
- E. The Board Secretary, or designee, shall keep minutes of all discussions regarding whether a conflict of interest existed and the votes taken regarding the actual or proposed contract, transaction or issue.

### **Section 7 – Action by Consent (K.S.A. 58-4612-i)**

- A. The Board may act by unanimous consent only to:
1. Undertake administrative actions; or
  2. Implement actions taken at previous meetings of the Board or Members.
- B. A written consent to such action must be signed by all Board Members and filed with the Board minutes.

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## **Section 8 – Compensation**

Directors shall not be entitled to compensation for their services as Directors, nor for any expenses incurred in attending Board or Members' meetings.

## **Section 9 – Insurance**

Directors and officers' insurance coverage shall be provided at Association expense. Fraud, intentional illegal acts of a Director or officer shall not be covered.

## **Article VI — OFFICERS**

### **Section 1 – Designations**

The officers of the Association shall be a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer. One Assistant Secretary and /or Assistant Treasurer may also be chosen. (K.S.A. 58-4610-1)

### **Section 2 – Officer Elections**

At the first regular monthly meeting of the Board of Directors following the annual meeting of Members, the Board shall choose a Chairperson, Vice-Chairperson, a Secretary, and a Treasurer. It may also choose an Assistant Secretary and/or an Assistant Treasurer, as it deems necessary or appropriate.

### **Section 3 – The Chairperson**

- A. The Chairperson shall be the chief executive officer of the Association and shall:
1. Preside at all meetings;
  2. Present a report at the annual meeting;
  3. Have general charge of the business affairs and property of the Association;
  4. Have general supervision over its other officers and agents;
  5. Have the authority to hire a bookkeeper for oversight of the Association's financial records, the expense of which shall be included in the annual budget; and
  6. Have the authority to hire a CPA to audit the books and prepare year-end taxes, the expense of which shall be included in the annual budget.

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- B. In general, she/he shall perform all duties incident to the office of Chairperson and shall see that all orders and resolutions of the Board are carried into effect.
- C. In the event the Chairperson is unable to perform any of his/her duties because of absence, incapacity, or any other reason, the Board may give authority to any other Director to perform such duties.

### **Section 4 – The Vice-Chairperson**

- A. The Vice-Chairperson shall, in the absence of the Chairperson or in the event of her/his incapacity, perform the duties and exercise the powers of the Chairperson. She/he shall generally assist the Chairperson.
- B. In the event the Vice-Chairperson is unable to perform any of his/her duties because of absence, incapacity, or any other reason, the Board may give authority to any other Director to perform such duties.

### **Section 5 – The Secretary**

- A. The Secretary shall attend all meetings of the Board of Directors and the Members, and record all votes and the proceedings of the meetings in a book to be kept for that purpose, and report said minutes at the following meetings. She/he shall perform similar duties for any other meetings of the Board.
- B. She/he shall give, or cause to be given, notice to all Association Members of all meetings of Association Members or the Board in accordance with Article III. She/he shall have charge of all books, records, and papers of the corporation.
- C. The Secretary shall have custody of the seal of the corporation, and she/he shall have authority to affix it to any instrument requiring it, and when so affixed, her/his signature may attest the seal. The corporate seal shall have inscribed the name of the corporation, the year of its incorporation, and the words "Corporate Seal" and "Kansas".
- D. The Secretary shall be responsible to see that any changes to the Bylaws or Rules and Regulations are recorded at the Register of Deeds and that the copy with the official registered seal from the county is placed in the file of Bylaws and registered amendments and with the Rules and Regulations if it is a Rule change.



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- E. In the event the Secretary is unable to perform any of his/her duties because of absence, incapacity, or any other reason, the Board may give authority to any other Director to perform such duties.

### **Section 6 – The Treasurer**

- A. The Treasurer or designee approved by the Board shall have the custody of the corporate funds and other valuable effects, including securities. She/he shall keep full and accurate accounts of receipts and disbursements in the computer belonging to the Association.
- B. She/he shall deposit all monies and the Board of Directors may designate other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.
- C. The Treasurer shall disburse the funds of the Association in accord with the orders of the Board of Directors, taking proper vouchers, bills, and receipts for such disbursements.
- D. The Treasurer shall render to the Chairperson and the Board of Directors, at their request, an account of all transactions as Treasurer and of the financial condition of the Association, together with the bills, vouchers, receipts and other papers for their examination and approval. The Treasurer shall prepare an annual report to be presented at the annual meeting of Members.
- E. The Board of Directors shall require the Treasurer to post a bond in an amount determined by the Board, the cost of which shall be paid by the Association. The Board of Directors may waive this provision.
- F. The Treasurer shall prepare an alphabetical list of Association Members, including the mailing or electronic address to which the Association sends notice to each, the number of votes they are allowed, and space for their signature to verify that they voted.
- G. In the event the Treasurer is unable to perform any of his/her duties because of absence, incapacity, or any other reason, the Board may give authority to any other Director to perform such duties.

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## Article VII — BUDGET, ASSESSMENTS, INTEREST, FEES, AND LIENS

### Section 1 – Fiscal Year

The fiscal year of the Association shall be from October 1 to September 30, or as determined by the Board of Directors.

### Section 2 – Budget

- A. As part of the annual budget adoption process, the Board shall review the Capital Reserve Study (CRS) which shall serve as a foundation and guide for all budget and Assessment decisions. The Capital Reserve Study shall be updated at least every five years, but may be updated more often as necessary.
- B. **Prior to the beginning of each fiscal year**, the Board shall propose and adopt a budget for the Association to pay for general operating expenses, maintenance of roads, docking areas, dam appurtenances, other common areas, equipment repairs, building upgrades, dredging, silt control, and all other anticipated expenses. Committee chairs can have input on the proposed budget.
- C. The Secretary or his/her designee shall provide notice of any meeting at which a proposed budget or budget amendment will be considered to Association Members in accordance with Article III at least 10 days prior to the meeting date. (K.S.A. 58-4620-a)
- D. A copy of the proposed budget must be made available to all Association Members who request a copy. At any meeting at which a budget or budget amendment is considered, Members must be given a reasonable opportunity to comment on the proposal prior to the Board taking action. A copy of the approved Budget shall be made available to all Association Members. (K.S.A. 56-4620-a)

### Section 3 – Annual Assessment

For the purpose of providing funds to pay for general operating expenses, maintenance of roads, docking areas, dam appurtenances, other common areas, equipment repairs, building upgrades, dredging, silt control, and all other anticipated expenses, an annual Assessment will be levied on each Lot or portion of a Lot. The amount of the annual Assessment is nine hundred dollars (\$900.00) (approved 1/29/23). Any changes of the annual Assessment amount will be subject to approval by the Association Members by majority vote. After

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approval by the Association Members, the changes in the annual Assessment will be documented by an amendment to these Bylaws that the Association's Treasurer or designee will record with the Jefferson County Register of Deeds. Failure to record the amendment, however, will not affect the validity of any change in annual Assessment that has been approved by the Association Members.

### **Section 4 – Division of Annual Assessment**

- A. Two hundred fifty dollars (\$250.00) of the annual Assessment shall be used for the general fund, which includes operating and capital expenses such as administrative expenses, taxes, insurance, utilities, equipment maintenance and replacement, grounds and building maintenance, signs, snow removal, lake water testing, and maintenance or construction of other miscellaneous Association assets such as docks and boat ramps. Monies in the general fund may be held in a reserve account for contingencies, or may be transferred to any other fund.
- B. Two hundred fifty dollars (\$250.00) of the annual Assessment shall be used for the silt fund, which includes operating and capital expenses for dredging and silt control. No funds shall be expended or transferred from the fund for any other purpose except emergency dam repairs.
- C. Two hundred dollars (\$200.00) of the annual Assessment shall be placed in a Road Maintenance and Repair Fund (aka Dedicated Road Fund). This Dedicated Road Fund shall also include all monies collected from the Lake Road Access Only Assessments (aka Road Access Fee) per Article VII, Section 5. Funds in the Road Maintenance and Repair Fund shall be used exclusively for the purpose of maintenance and repair of the Association primary roads (Dabinawa Dr and Saratoga Dr). No funds shall be expended or transferred from the fund for any other purpose.
- D. Two hundred dollars (\$200.00) of the annual Assessment shall be placed in a Secondary Road Maintenance and Repair Fund. This fund shall be used exclusively for the purpose of maintenance, repair and reconstruction of the Association secondary roads (all roads other than Dabinawa Dr and Saratoga Dr). No funds shall be expended or transferred from the Fund for any other purpose.

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## **Section 5 – Lake Road Access Only Assessments**

- A. Lake Road Access Only Assessments (aka Road Access Fee) shall be paid by property owners who own property adjacent to the Plat along the west side of Dabinawa Drive and the East or West side of Saratoga (Road Access Owner).
- B. The Road Access Fee shall be the same amount as the per Lot annual Assessment paid by the platted Lot Owners to the Road Maintenance and Repair Fund (aka Dedicated Road Fund). The amount of the Road Access Fee may only be changed pursuant to a vote of Association Members to change the amount of the annual Assessment placed in the Dedicated Road Fund.

Road Access Owners shall have no responsibility as owners of the property for payment of special Assessments or emergency Assessments, or for Assessments made for any upgrades or improvements to the Association's Roads or for equipment, which may be assessed by Lake Dabinawa to owners of real property within the development.

- C. In the event a duplex, town house, condominium, or other multi-unit housing development is built adjacent to the Plat, the owner shall pay a Lake Road Access Only Assessment equal to the fee for a single unit owner multiplied by the number of living units of the duplex, townhouse, condominium, or multi-unit housing development.
- D. Prior to construction the Road Access Owner must put down a \$500 deposit with the Association Treasurer toward any possible damage to Lake Dabinawa roads occurring during construction and sign a paper to this effect. Any damage repair will be with like kind materials and be completed once the construction project is completed and is the responsibility of the Road Access Owner to have the repairs to the road approved by the Board upon completion. If there is no damage, the \$500 deposit will be returned.

## **Section 6 – Notice and Due Dates**

- A. The Treasurer shall give notice by mail, or electronic means with the owners' permission, to each Lot Owner of the amount of annual and special Assessments and fees, and their due dates.
- B. Annual Assessments shall be payable October 1 of each year.

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- C. The annual Assessment is considered delinquent, if unpaid by November 1.
- D. If a Lot Owner is not delinquent on previous annual Assessments, the Lot Owner may pay half (½) of annual Assessments by November 1 and the second half by April 1.
- E. Special and emergency Assessments and fees shall be payable by the date contained in the notice.

### **Section 7 – Penalties and Liens**

The Treasurer shall state all penalties on all Assessment notices sent to owners:

- A. Annual Assessments. If the first half of annual Assessment is unpaid on November 1, the entire Assessment shall be considered delinquent. The full amount shall draw interest at the rate of 15% per annum from November 1 to date of payment. Should the second half of the annual Assessment remain unpaid on April 1, the balance shall draw interest at the rate of 15% per annum from April 1 until paid. Unpaid Assessments shall become liens upon the Tract if not paid within thirty (30) days, that is May 1, in favor of the Association.
- B. Special Assessments, Emergency Assessments, Lake Road Access Only Assessments, and all fees shall be considered delinquent thirty (30) days after the due date specified in the notice, and shall draw interest at the rate of 15% per annum from the date delinquent until paid. Such unpaid amounts shall become liens upon the Tract in favor of the Association when more than thirty (30) days in arrears.
- C. The Board of Directors shall have the power to enforce said liens by foreclosure in the same manner as real estate mortgages are foreclosed under the laws of the State of Kansas.
- D. In all actions for foreclosure of liens or other collection efforts made concerning unpaid or overdue Assessments, fees, and interest, the Association shall be able to recover the unpaid levy for lien along with court costs and reasonable attorney fees.
- E. Any Lot Owner in arrears for Assessments or fees shall have the right to attend and participate in all meetings and is allowed to vote on all issues except those dealing with fees and Assessments. Lot Owners, in arrears, will NOT have Lake privileges, fishing privileges, or uses of any common

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areas until all Assessments, fees, interest, and penalties are paid and current. These Lot Owners will have full access to their residence.

### **Section 8 – Special Assessments (K.S.A. 58-4620-a-b)**

The Board of Directors, at any time, may propose and adopt a special Assessment.

Notice of any meeting at which the special Assessment will be considered must be given to owners at least 10 days prior to the meeting date, and a copy of the proposal must be made available to any owner requesting it. Owners must be given a reasonable opportunity to comment on the proposal at the meeting. The adoption of the special Assessment shall be subject to a majority vote of the Association Members.

### **Section 9 – Emergency Assessments (K.S.A. -4620-c-1-2-3)**

If the Board of Directors determines by a 2/3 vote of the membership of the Board, that a special Assessment is necessary to respond to an emergency:

- A. The special Assessment shall become effective immediately in accordance with the terms of the vote.
- B. Notice of the emergency Assessment must be provided promptly to all Lot Owners.
- C. The Board of Directors may spend the emergency Assessment funds collected only for the purposes described in the vote. (K.S.A 58-4620-c)

### **Section 10 – Incurred Expenses**

- A. Budgeted funds shall be available at the beginning of each fiscal year for each Committee's general use. The Board of Directors should approve any Committee expense greater than the approved budgeted amount. Neither Association Members, Directors, officers, nor Committee Members conducting Association business shall expend funds on behalf of the Association unless the Board of Directors approves the expense in advance, in writing.
- B. Any expenses created by a Lot Owner as a volunteer that were not approved by the Board of Directors shall be considered personal, and be paid by the Lot Owner.

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- C. All approved expenses of \$1000 or more shall have a check executed with two signatures of an authorized, designated Board member and the Board Treasurer.

### **Section 11 – New Member Access Fee**

A New Member Access Fee equal to five (5) times the amount of the per Lot annual Assessment shall be assessed to each new Association Member at time of purchase of said Lot(s) effective sixty (60) days after the date of adoption of this amendment (August 10, 2024). Such fee is assessed per Member, not per Lot. This fee shall not be assessed to current Members who purchase new or additional Lots. New Member Access Fees will be utilized for capital expenses as defined in the Capital Reserve Study.

## **ARTICLE VIII — RECORDS AND OTHER ASSOCIATION PROPERTY**

### **Section 1 – Association Records and Other Property**

- A. Any property, records, or work product in any form, whether written, recorded, or computer or other electronic media created by an Association Member volunteer, member of the Board of Directors, Committee member, or officer for the benefit of the Association, included but not limited to correspondence, bookkeeping materials, financial records, contracts, proposals, and notes shall be considered property owned by the Association and shall be returned as promptly as possible to the Board at the conclusion of the service by the individual. Computer media generated during the service of the Member volunteer, member of the Board, Committee member, or officer shall be considered proprietary and owned by the Association and shall be transferred to the Board for retention or disposal.
- B. All bookkeeping materials and financial records, to the extent possible, shall be maintained on the Association computer, and shall be available for audit by any Board officer. Electronic copies of minutes shall be either provided to the Treasurer to add to the Association computer, or shall be stored on an electronic media device and a hard copy transferred to the Chairperson and filed in the Association's permanent records. The Treasurer, Secretary, or other officer responsible for maintaining the

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Association's computerized bookkeeping and financial records shall take reasonable steps to create a back-up copy of those records.

- C. Any electronic, social media page, or website created on behalf of the Association shall be the property of the Association.

### **Section 2 – Records Retention (K.S.A. 58-4616)**

- A. The Board and its officers shall retain the following records for five (5) years or the time periods required by law:
  - 1. Detailed records of receipts and expenditures affecting the operation and administration of the Association;
  - 2. Other appropriate accounting records;
  - 3. Financial, tax records, and other records sufficiently detailed to enable the Association to comply with other requirements of law;
  - 4. Minutes of all Committees;
  - 5. The originals and/or copies of all contracts to which the Association is a party;
  - 6. A record of all actions taken by Association Members, Lot Owners, Committees, or the Board of Directors without a meeting;
  
- B. The Board and its officers shall retain the following records for one (1) YEAR or the time periods required by law:

Ballots and other records related to voting by Lot Owners for one year after the vote was taken.
  
- C. The following CURRENT records to be kept on file:
  - 1. Copies of current contracts to which the Association is a party.
  - 2. A list of the names and addresses of the current Board of Directors, including title/position on the Board.
  
- D. The following records to be kept ONGOING:
  - 1. Original or restated organization documents.
  - 2. Bylaws and all amendments to them.
  - 3. All Rules and Regulations and amendments thereto.
  - 4. All tax returns and annual audits.
  - 5. Records of Board of Directors or Committee actions to approve or deny any requests for design or architectural approval from Lot Owners. These records of architectural design, building sites and



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septic field position shall be maintained in individual folders for each Lot.

6. Annual reports filed with the Secretary of State.
7. Minutes of all meetings of the Association Members, Lot Owners, and Board of Directors, and executive sessions. The list of owners required for voting should be placed with a yearly summary of the minutes in the folder with that year's minutes.

### **Section 3 – Examination and Copying of Retained Records**

- A. Records must be available, for examination or copying at the Lot Owner expense to the Lot Owner or her/his representative, except for those records that can be withheld as described in Section 4, as follows:
  1. Upon 10 days' written notice, reasonably identifying the specific records of the Association the Lot Owner is requesting; and
  2. At a mutually convenient date, time and location. (K.S.A. 58-4616-b-1,2)
- B. A reasonable fee may be charged for providing copies of any records, or for supervising the Lot Owner's inspection. (K.S.A. 58-4616-d) Such fees shall be paid before copies are released to the requesting Lot Owner or his/her agent.
- C. Copies may be provided in paper or electronic form as requested by the Lot Owner. (K.S.A. 58-4616-e)
- D. The Association shall not be required or obligated to compile, summarize, or synthesize information. (K.S.A. 58-4616-f)
- E. Copied records may be used for any reasonable purpose, but shall NOT be used for commercial purposes. (K.S.A. 58-4616-e)

### **Section 4 – Records That Can Be Withheld (K.S.A. 58-4616-c-1-8)**

- A. Records can and should be withheld from inspection and copying if they concern:
  1. Personnel, salary, and medical records relating to specific individuals;
  2. Contracts, leases, and other commercial transactions to purchase or provide goods or services currently being negotiated;

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3. Existing or potential litigation or mediation, arbitration, or administrative proceedings;
  4. Existing or potential matters involving federal, state, or local administrative or other formal proceedings before a governmental tribunal for enforcement of the restrictive Covenants, Bylaws, or Rules;
  5. Communications with the Association's attorney which are otherwise protected by the attorney-client privilege or the attorney work product doctrine;
  6. Information, the disclosure of which would violate a law;
  7. Records of executive session(s) of the Board of Directors or its Committees; and
  8. Individual Lot files, other than those of the requesting owner.  
(K.S.A. 58-4616-c-1-8)
- B. To the extent reasonably possible, records that are exempt from examination and copying should be maintained in separate, confidential files, but the inclusion of such records in other files shall not make them subject to inspection and copying.

### **Article IX — LAND USE RESTRICTIONS**

#### **Section 1 – Single Family Residential Purposes Only**

Lots may be used for single-family Residential Purposes only. No more than one (1) residence at a time shall be placed on any Lot. No residence shall be converted or built for the use of more than one family. No condominiums, duplexes, or apartment buildings are allowed within the platted areas. All future transfers, sales, conveyances or re-conveyances of any Lot within the platted area shall be restricted to one Lot Owner and family or family trust.

#### **Section 2 – No Further Subdivision; Limitation on Combined Lots**

No Lot shall be divided or subdivided except that a Lot Owner, owning at least one full Lot, may purchase no less than one-half (1/2) of an adjoining unimproved Lot. The Board must approve this before the purchase is made, and must be registered at the county.

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## Section 3 – Environmental and Parking Standards

- A. Exterior Conditions. It shall be a violation for any Lot Owner to allow on any Lot or Common Area Property conditions which are injurious to the health, safety, or general welfare of other Members, or conditions which are aesthetically detrimental to adjoining property or the neighborhood, or that adversely affect the use and enjoyment of other Lots or Common Area Property by other Members. The following conditions are prohibited:
1. Property. Shall include, but not be limited to, openly keeping, storing, or accumulating on the yard, parking area, dock, shoreline, or Easement, without proper screening, any of the following:
    - a. Refuse
    - b. Brush, weeds
    - c. Worn out, broken, or discarded lumber, wire, metal, tires, concrete, masonry products, plastic products, supplies, equipment, machinery, auto parts, household items, appliances, lawn equipment and other such items of personal property
    - d. Abandoned Motor Vehicles
    - e. Boats, trailers, ATVs, mobile or motor homes in a state of Dilapidation, deterioration or disrepair including associated parts
  2. Structures. Shall include, but not be limited to, any of following kept in a state of Dilapidation, deterioration or disrepair:
    - a. Exterior surfaces
    - b. Fences, walls or retaining walls
    - c. Docks
  3. Screening. Violations shall not include the following conditions:
    - a. Materials contained within a fully enclosed Building meeting all requirements
    - b. Materials located within the yard and fully screened from view from any adjacent property or roadway by a six foot high wall, opaque privacy fence, or a combination of fence and mature landscaping approved by the Board as meeting the intent to fully screen contents. All such screening walls or fences shall meet the required Building Setbacks.

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- B. Shoreline protection. Lot Owners of all On-shore Lots must establish and maintain adequate erosion control and silt mitigation measures on their lakefronts, with approval of the Board.
- C. Parking. Parking of recreational vehicles (motor homes, travel trailers, pickup campers, vans) by non-resident Lot Owners on a platted Lot without a house for a period longer than two (2) weeks is not permitted.
- D. On-Site Wastewater System Maintenance

All on-site wastewater systems shall be maintained to meet current requirements of the Jefferson County Health Department and avoid contamination of surface waters.

### **Section 4 – Use of Association Rights-of-Way**

- A. All vehicles and pedestrians operating on Association-owned roads will be responsible for following the “Rules of the Road” as stipulated in the “State of Kansas Traffic Laws”. ([www.AccessKansas.org](http://www.AccessKansas.org)”traffic laws”)
- B. Non-state licensed motorized vehicles must have the Tract number prominently displayed on both sides in at least three (3) inch high letters.
- C. All motorized vehicles shall be driven ONLY on prepared road surfaces, not on adjacent grass or in ditches, to minimize damage to road edges, shoulders, and surface water drainage areas. Occasional, temporary (but NOT continuous) parking of operational motorized vehicles MAY be accommodated within the Right-of-way provided that such parking does not result in obstruction of the roadway, rutting of grassy areas, removal of vegetated cover, erosion of ditches, or damage to road edges. The Board may find Lot Owners to be responsible for towing expense or repair of any such damage resulting from motorized vehicles belonging to them or their guests being driven or parked off of prepared road surfaces.
- D. No Abandoned Motor Vehicles; unused trailers, boats, or commercial vehicles; or any item that may create a hazard or block visibility at intersections may be parked or stored on the roads or adjacent road Right-of-way at any time.
- E. Speed limit of 20 mph on all Association-owned roads shall be observed by all vehicles.

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- F. Failure to comply with this section may result in the Board taking action at the Lot Owner's expense.

### **Section 5 – Animals**

- A. No animals or fowl of any description shall be raised, housed, or kept on the premises within the platted area except dogs, cats, or other household pets that are of the nature not to interfere with the safety and comfort of adjoining owners.
- B. Lot owners are permitted two dogs. Dogs must be restricted to Lot Owner's property unless on a leash and must not cause a noise nuisance. Jefferson County Sheriff should be notified of any injury caused by a dog.

### **Section 6 – Rentals**

No residence or cabin in the platted area shall be leased or rented or otherwise let or hired, unless to a Tract owner's immediate family, and as approved by the Board.

### **Section 7 – Docks**

- A. Board Approval
  - 1. No boat dock, boat lift, ramp, or other docking structure or anchoring system shall be constructed, modified, located, or relocated without prior approval by the Lake Dabinawa Board. The Board may designate other parties to assist with review of applications and plans.
  - 2. Plans shall be submitted at least 30 days prior to the Board meeting and shall include a drawing indicating dimensions, placement relative to extended Side Lot Lines, distance from all adjacent existing docks, and a description/drawing of the anchoring system and flotation devices.
- B. Placement
  - 1. All docks or other permanent structures placed on the Lake shall be securely fastened at or near the shoreline to prevent the structure from going adrift, swinging into or colliding with any other object on the Lake.
  - 2. No structure may be anchored to a tree or any other type of vegetation.

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3. All new docks shall be located so as not to interfere with the travel of watercraft to and from existing docks or with the free flow of watercraft through coves.
4. Used docks new to the Lake will be quarantined on dry land for a minimum of two (2) weeks followed by an inspection by the Board or a designee prior to installation.

### **C. Flotation Systems**

1. All flotation devices and drive-on ramps must be of encapsulated polyethylene foam.
2. Compliant existing flotation will be authorized until it has severely deteriorated and is no longer serviceable or capable of supporting the structure, at which time the Lot Owner will be notified of noncompliant conditions and the modifications required to bring into compliance. The Lot Owner must complete such modifications within 30 days of receipt of the notice and dispose of the materials in an environmentally safe manner.

### **D. Identification**

Docks are to have three (3) inch Lot numbers clearly visible from the lake side.

### **E. Invasive species**

Watercraft and trailers without a Lake Dabinawa boat permit may not be used for installation or repair of any floating structure without prior application and approval by the Board. The owner or contractor shall certify that proper steps were taken to quarantine and properly sterilize the unit from exotic and invasive species, in accordance with guidelines published by the Kansas Department of Wildlife and Parks.

## **Section 8 – Home-Based Businesses**

Home-based businesses are allowed as an accessory use to a primary residential use in residential and/or accessory Structures if the business activity is not apparent or detectable by sight, sound, or smell, provides for sufficient parking and loading within the property boundaries, and does not generate substantial volumes of vehicular traffic or parking demand. Business signage is prohibited within the platted areas (Subdivision) of the Lake Dabinawa Association.

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## **Section 9 – Guests/Family Members**

Lot Owners must accompany their guests at all times while guests are using the facilities of the Lake and Lake grounds. The behavior of members of the family is the responsibility of the Lot Owner. Each Lot Owner and his guests shall conduct themselves in a proper manner and shall under no circumstances create or commit any nuisance or disturbance and respect neighbors' privacy and curb noise after sunset. The Board of Directors encourages Lot Owners to work out nuisance issues themselves before contacting the Board or a third party.

## **Section 10 – Boating Regulations**

Any failure to comply with the boating and recreational Regulations will result in the loss of Lake privileges as specified in the boating Rules listed below.

- A. **Boating:** All boats, motor or otherwise, operated on the Lake shall have the Lot number prominently displayed on both sides in at least three inch high letters and shall have a current boating permit on both sides of all motored boats and on the starboard (right side) of non-motorized boats.
1. Boating permits will not be issued until Assessments are paid, and
  2. The Lot Owner has to sign that all family members have read and understand all the boating Rules and Regulations. She/he assumes the responsibility for the family abiding by the same.
  3. The description of each boat that requires a boat sticker is to be listed on the signed "Boating Rules Agreement" stating intent to abide by the Regulations.
  4. A Lot Owner shall operate only two motorboats at a time on the Lake. These boats may be operated by:
    - a. The Lot Owner, or one of his immediate family, licensed operator being 16 years of age, and parents of Lot Owners.
    - b. A guest of the Lot Owner, if accompanied by the Lot Owner.
    - c. The Lot Owner must accompany and assist anyone less than 16 years of age.
    - d. Drivers less than 16 years of age, unaccompanied by a Lot Owner, may only operate non-power boats.
  5. No guest boats are allowed. No inboard, inboard-outboard, or houseboat shall be used on the Lake. No jet skis are allowed on the Lake. Motorboats operated on the Lake are restricted to less than eighteen (18) feet in length and a maximum of 115-horsepower. Deck boats are limited to twenty (20) feet in length. Pontoons are limited to twenty-four (24) feet in length.

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6. All boats shall travel in a counter-clockwise direction at a reasonable speed. There must be a life preserver or flotation cushion for each person in the boat. Lot Owners are responsible for ensuring that life preservers are safe and appropriate for the people in the boat. The operator and passengers of all moving boats shall remain seated and not ride on the side or the bow of the boat or on the back of the seat.
7. Boat right of ways is as follows: sail boats, canoe, row boats, paddle boats, pontoons, then deck and motor boats.
8. Any boat operated after sunset shall be equipped with running lights and must travel at no more than five (5) miles per hour.

### **Section 11 – Firearms**

No firearms shall be discharged within the platted areas (Subdivision) of the Lake Dabinawa Association except for the protection of persons and/or property in accordance with Kansas State law.

### **Section 12 – Easements, Boundaries, and Rights-of-Way**

- A. Lake Dabinawa Association, Inc. has the right to maintain, for the safety of all residents, a sixty (60) foot right-of-way on all roads, per the 1960 charter, unless otherwise designated on the 1958-1959 Plat. No trees, shrubs, etc. may be placed within this area in such a manner as to obstruct visibility or accessibility of vehicles and pedestrians traveling within the right-of-way.
- B. For installation of utilities, a five-foot Easement is placed along the boundaries of each Tract. Said Easement is to extend not more than five feet in from each boundary.
- C. On-shore Lot Owners are granted an Easement extending from the lakeside boundary of their Lot to the Lake. This Easement is granted for erection of a boat, swimming or fishing dock, subject to all applicable provisions pertaining to docks. Said Easement and any erected dock shall be for the use of the Lot Owner only, except that any other Lot Owner may use the same for emergency purposes or if allowed by the Lot Owner. This privilege may be suspended or revoked by the Board of Directors if it is abused.
- D. An Easement is granted to Association Members to use the Lake for fishing, boating, and recreational purposes. This privilege may be suspended or revoked by the Board of Directors.



## **LAKE DABINAWA ASSOCIATION BYLAWS AND COVENANTS**

- E. All On-shore Lot Owners are granted an Easement for the use of Lake water for household use.

### **Section 13 – General Building Requirements**

- A. No more than one (1) residence at a time shall be placed on any Lot and no such residence shall be designed or converted for the use of more than one (1) family.
- B. No Building shall be commenced or constructed without prior written application for such and written approval granted by a vote of the Board of Directors. Some accessory Structures on On-shore Lots may also require permits. See building permits.
- C. All Buildings must be constructed in accordance with Jefferson County Zoning and Planning Regulations and with the approval of the Board of Directors. The Lot Owner must obtain a building permit.
- D. No guesthouse, garage, shed, tent, trailer, mobile home shall be erected, constructed, permitted, or maintained on any portion of a Lot prior to the commencement of the erection of a principal dwelling thereon. No garage, shed, tent, trailer, or temporary Building shall be used for permanent or temporary Residential Purposes.
- E. All Lot Owners or their designee shall protect the Lake from any barren ground water/silt runoff during construction and until permanent vegetation is maintained. At a minimum, a silt fence shall be installed when construction begins. The silt fence shall remain intact until sod, grass seed with hay or straw, is installed and the Board of Directors provides written instruction that the fence can be removed.

### **Section 14 – Building Permit Requirements**

- A. Dwelling application requirements:
  - 1. An application for a new principal dwelling or residential addition must include the following:
    - a. Two (2) paper copies and a digital copy of a professional survey (Site Plan) from a licensed surveyor indicating Building Setback from all Lot Lines and Building dimensions.
    - b. Two (2) paper copies and one digital copy of Building drawings showing dimensions and Exterior elevations with height, roof pitch and building materials.

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2. At time of application, the Lot must be flagged showing Lot Lines and the location of the Buildings(s) and wastewater system. This is so the Board can visually see how the Building(s) are going to be located on the Lot.
  3. A Jefferson County Health Department wastewater permit must be obtained and included with the application.
- B. Accessory Building and other Structure application requirements:
1. Accessory Buildings under 120 square feet that do not exceed fifteen (15) feet and one (1) story in height are exempt from permitting requirements.
  2. An application for a new Accessory Building or addition must include two (2) paper copies and a digital copy of an acceptable Site Plan indicating Building Setback from all Lot Lines, Building dimensions, and location of wastewater system.
- C. All Site Plans and drawings shall be submitted at least fourteen (14) days prior to the monthly Board meeting.
- D. Prior to any new construction requiring a permit, the Lot Owner must pay a nonrefundable construction deposit in the amount specified in the adopted Rules and Regulations, which will be transferred to the applicable roads fund to cover any damage or expedited maintenance costs to Association roads.
- E. Approved construction must begin within six (6) months of issuance of the permit, and permits are valid for twelve (12) months. Permits are not transferable.
- F. Failure to clean up after new or remodeled Building construction will cause a fine to be levied against the property, and, if not paid within thirty (30) days, may create a lien on said property. Furthermore, the Board may prohibit future building permits by the same builder or Lot Owner unless a bond is posed for cleanup or damage repair. The construction area shall be cleaned at least weekly, or more often, if necessary.

### **Section 15 – Residential Construction Requirements**

Dwellings installed and maintained on any Lot shall conform to the following standards:

## **LAKE DABINAWA ASSOCIATION BYLAWS AND COVENANTS**

- A. The primary residence must be Setback a minimum of ten (10) feet from Side Lot Lines, twenty-five (25) feet from the Front Lot Line(s), and twenty (20) feet from the Rear Lot Line or lakeside boundary.
- B. The Lot Owner must obtain a County building permit prior to construction.
- C. The roof must be pitched and have a minimum vertical rise of 2.5 feet for each twelve (12) feet of horizontal run, and be covered with material that is residential in appearance, including, but not limited to, approved wood, standing seam metal roof, asphalt composition shingles, or fiberglass, but excluding corrugated aluminum, corrugated fiberglass or metal roof.
- D. The house shall be permanently mounted on a poured foundation or basement, which meets the provisions of the Jefferson County building code.

### **Section 16 – Accessory Building Construction Requirements**

- A. All Accessory Buildings requiring an Association permit must be Setback a minimum of five (5) feet from Side Lot Lines, fifteen (15) feet from the Front Lot line(s), and twenty (20) feet from the Rear Lot Line or lakeside boundary.
- B. The Lot Owner must obtain a County building permit prior to construction.

### **Section 17 – Requirements for other Accessory Structures (not including Buildings)**

- A. For the protection of lakeside views, and applicable only to development of On-shore Lots, accessory Structures that are Setback less than 20 feet from the Rear Lot Line shall not exceed fifteen (15) feet in height and 120 square feet in total area (does not apply to open, un-roofed Structures).
- B. Structures exceeding 35 feet in height shall be Setback from all Lot Lines a distance equal to the height of the Structure.

### **Section 18 – Septic Systems**

- A. The septic system guidelines for each home owner or Lot shall be in accordance with regulations provided by and through the Jefferson County Health Standards according to the home square footage to Lot/Tract square footage and/or number of potential bedrooms, as a matter of establishing necessary lateral fields to accompany a septic system.

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- B. Any new residences shall have septic systems (according to the State approved list) placed in the upper (furthest away from the Lake) area of their Tract(s) according to the Jefferson County Department of Health. The Jefferson County Health Department and the Board of Directors must approve all exceptions in writing. Lot Owners shall not place a permanent Structure, driveways, landmark or other permanent landscaping over lateral fields.
- C. Two Board Members (one shall be the Board Chairman or their designee) shall accompany the Jefferson County Health Department representative for any inspection of an existing septic system or determining a new septic system.
- D. A soil evaluation may be performed by Jefferson County Health Department if deemed necessary.

### **Article X — RULES AND REGULATIONS**

#### **Section 1 – Board's Power to Adopt or Amend Rules and Regulations; Notice**

- A. The Board may adopt, amend, or repeal any Rule or Regulation, provided that such action shall not conflict with any of the Bylaws and Covenants set forth herein. Before adopting, amending, or repealing any Rule, the Board shall provide all Association Members the following:
  - 1. Notice of the Board's intention to adopt, amend or repeal Rules and Regulations;
  - 2. A copy of the text of the proposed Rule or Rule change; and
  - 3. A date on which the Board will act on the proposed Rule or amendment after considering comments from Association Members. (K.S.A. 58-4617-a-1-2)
- B. Following adoption, amendment, or repeal of a Rule or Regulation, the Board shall provide notice of its action and a copy of the new Rule or Regulation to the Association Members. (K.S.A. 58-4617-b)

#### **Section 2 – Permissible Subjects for Rules and Regulations**

Rules and Regulations may deal with any of the following subjects, but such Rules and Regulations, to the extent possible, shall be consistent with these Bylaws and Covenants:

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- A. General internal operating procedures of the Association and/or the Board and its Committees
- B. Building requirements
  - 1. Adopt procedures for approval of construction applications, including a reasonable time within which the Board must act after an application is submitted. (K.S.A. 58-4617-c)
  - 2. Adopt and establish construction and design criteria
  - 3. Adopt procedures for enforcement of above
- C. Lake usage and boating privileges
- D. Fishing
- E. Safety patrol and citations
- F. Care and use of Common Area Property
- G. Guests of Members
- H. Animals
- I. Environmental conditions and activities
- J. Care and use of Exterior conditions of private property
- K. Enforcement methods used for violation of rules

### **Section 3 – Rules Affecting the Use of or Behavior in Residential Abodes**

Rules that affect the use of or behavior in Lot Owners' homes shall be adapted only to:

- 1. Implement a provision of the Bylaws and Covenants;
- 2. Regulate any behavior in or occupancy of a Lot which violates the Bylaws and Covenants;
- 3. Regulate any behavior that adversely affects the use and enjoyment of other Lot Owners or the common use areas by other Owners. (K.S.A. 58-4617-f-1,2)

### **Section 4 – Flags and Political Signs (K.S.A. 58-4617-d)**

Any Rule regulating the United States flag must be in compliance with federal law.

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1. The display of the state flag and political signs regarding candidates for public or Lake Dabinawa Association, Inc. office or ballot questions cannot be prohibited.
2. Rules may be adopted governing the time, place, size, number, and manner of those displays if they are not inconsistent with K.S.A. 58-3820 and its amendments.

## **Section 5 – Internal Business Operating Procedures**

The Board may, but is not required to, adopt the Association's internal business operating procedures as Rules or Regulations. (58-4617-g)

## **Article XI — ENFORCEMENT OF RIGHTS AND OBLIGATIONS**

### **Section 1 – Actions to Enforce and Fees and Costs**

- A. The Board, in the name and on behalf of the Association, may bring an action for enforcement against an Association Member, Lot Owner, or any other person to enforce any right granted or obligation imposed by the Bylaws and Covenants, the Rules and Regulations, or the *Homeowners Bill of Rights Act* (K.S.A. 58-4601 *et seq.*), as amended. The court may award attorney's fees and costs to the prevailing party.
- B. An Association Member, a Lot Owner, or any other person subject to the Bylaws and Covenants or the *Homeowners Bill of Rights Act* (K.S.A. 58-4601 *et seq.*, as amended), may bring an action, at their own expense, to enforce a right granted or obligation imposed by the Bylaws and Covenants or the *Homeowners Bill of Rights Act*. The court may award reasonable attorney's fees and costs to the prevailing party.

### **Section 2 – Alternative Dispute Resolution (K.S.A. 58-4621-b-1.2)**

Parties to a dispute arising under the law or the Bylaws may agree to resolve the dispute by any form of binding or nonbinding alternative dispute resolution. An agreement to submit to any form of binding alternative dispute resolution must be in writing, signed by the parties.

### **Section 3 – Violation of Bylaws and Covenants, or Rules and Regulations**

- A. **Initiation of Complaints and Violations.** The Board may find a Lot Owner, Association Member, or other person subject to these Bylaws and Covenants, or the Rules and Regulations to be in violation thereof. No

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condition, however, shall be brought before the Board unless two (2) or more Members of the Board agree a potential violation has occurred after a reasonable inquiry. Any member who wishes to bring an alleged violation of the Bylaws and Covenants or Rules and Regulations to the attention of the Board shall complete a Lake Dabinawa Association Violation Complaint Form and submit to the Association Board of Directors. Two Members of the Board shall review the complaint to validate the alleged violation. The identity of the complainant will be held as confidential and known only to Members of the Board unless the complainant wishes otherwise.

- B. Notice. The Secretary, or designee, shall send any Lot Owner, Association Member, or other person found by the Board to be in violation of the Bylaws and Covenants, or Rules and Regulations notice of such violation by certified mail, postage prepaid, return receipt requested. The notice shall:
1. Describe the condition, which has caused the violation.
  2. State that the person in violation will have:
    - a. Thirty (30) days from the date of the mailing of the notice to alleviate the violation, and/or
    - b. Fifteen (15) days from the date of the mailing of the notice to submit a written request to the Board for a hearing before the Board to be heard on the matter.
  3. State that failure to alleviate the condition or to request a hearing will result in the Board finding that the Lot Owner, Association Member, or other person is in violation, and is subject to appropriate remedies as set forth in Subsection C.
- C. If the condition is not alleviated, and the Lot Owner, Association Member or other person does not request a hearing, the Board may:
1. Alleviate the condition and assess the cost of the alleviation in the form of a levy against the Lot; and/or
  2. Assess an appropriate fine, as may be determined by the Board based on the facts and circumstances of each case, in the form of a levy against the Lot(s). The levy or levies shall become liens upon the Lot(s) if not paid within thirty (30) days. Notice of such levies will be sent by certified mail, postage prepaid, return receipt requested to the Lot Owner of record.

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3. Thereafter, the Board may foreclose their lien in accordance with Kansas Statutes.

### **Section 4 – Hearing Procedures Before the Board: Remedies**

- A. If a hearing is requested within the fifteen (15) day-period as provided above, the Board will set a date, time, and place for the hearing.
  1. The hearing shall be held by the Board as soon as practicable after the filing of the request; and
  2. The Lot Owner shall be advised in writing of the date, time and place of the hearing at least five (5) days in advance.
- B. At the hearing, the Association and/or the Lot Owner, Association Member, or other person may be represented by counsel, and may introduce such witnesses and the Board deems evidence as necessary and proper.
- C. The hearing need not be conducted according to the formal rules of evidence.
- D. Upon conclusion of the hearing, the Board shall record its determination of the matter by means of adopting a resolution and serving the resolution upon the Lot Owner by certified mail, postage prepaid, return receipt requested.
- E. If the resolution concludes that a violation to a Bylaws and Covenants, and/or Rules and Regulations exists or has occurred, the Lot Owner, Association Member, or other person found to be in violation shall have thirty (30) days from the date of the mailing of the resolution to alleviate the violation. The Board upon written request to accommodate the parties may extend this date.
- F. If the condition or violation is not alleviated within the stated period, the Board of Directors may:
  1. Alleviate the condition and assess the cost of the alleviation in the form of a levy against the Lot(s); and
  2. Assess an additional fine in the form of a levy against the Lot at a rate of \$5.00 per day after the original levy is assessed and until the levy is paid in full; and
  3. Attorney's fees incurred by the Association shall be assessed against the Lot Owner.



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4. The amounts due shall bear interest as prescribed by Kansas's law for judgments.
5. The total amount of the levies, fines, and attorney's fees shall become liens in favor of the Association upon the Lot(s) if the amounts due are not paid within thirty (30) days.
6. The Board shall send notice of such levies by certified mail, postage prepaid, return receipt requested to the Lot Owner of record.

### **ARTICLE XII — OTHER PROVISIONS**

#### **Section 1 – Non-Waiver: No Right of Action**

No delay or omission on the part of the Association, the Board, or officers in exercising any rights, power, or remedy, in the event of any breach of the Bylaws, Covenants, conditions, reservations, or restrictions herein contained or of any violation of the Rules and Regulations, shall be construed as a waiver thereof or acquiescence in the breach or violation. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Association, the Board, or officers on account of their failure to bring any action on account of any breach of these covenants, conditions, reservations, or restrictions, or for imposing restrictions herein.

#### **Section 2 – Mortgages: Covenants Binding Upon Mortgagees**

The breach of any of the foregoing covenants, conditions, reservations, or restrictions, or any re-entry by reason of a breach, shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value as to any Lot or Lots or portions of Lots in the Plat, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any mortgagee or trustee or owner, whose title or whose grantor's title is or was acquired by foreclosure, trustee's sale, or otherwise.

#### **Section 3 – Limitations of Liability: Parental Responsibility**

- A. Notwithstanding anything in these Bylaws and Covenants to the contrary, neither the Association nor any Member of the Board nor any officer of the Association shall be liable to any Association Member, Lot Owner, or any guest, visitor, family member of any Member or Owner, nor any other person for any destruction, damage, loss, or personal injury to any person

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or property, if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate.

- B. The parents or adult guardians of all minor children are directly responsible for ensuring that their minor children and their guests comply with all Bylaws and Covenants, and all Rules and Regulations concerning usage of the Lake or other Common Areas including the roads. Neither the Association, nor the Board, nor its officers shall be responsible for the safety or welfare of minor children or their guests using the Lake or other Common Areas including roads.

## Article XIII — PROCEDURES TO AMEND BYLAWS AND COVENANTS

### Section 1 - Power to Amend Bylaws and Covenants

Association Members shall have the power to amend, alter and repeal these Bylaws and to adopt new Bylaws and Covenants by majority vote. The Board shall have the power to propose or recommend amendments to the Bylaws or Covenants, but shall not have the power to amend such Bylaws or Covenants on its own.

### Section 2 - Proposal to Amend, Alter, Repeal or Adopt New Bylaws or Covenants

- A. Any proposals to amend, alter or repeal these Bylaws or Covenants must be made in writing by an affirmative vote of a majority of the Board of Directors. A proposal may be made at a regular meeting of the Board or an annual or special meeting of the Association Members.
- B. Members may propose a change in the Bylaws by presenting a petition. (K.S.A. 58-4610-a-6)
  - 1. The purpose of a petition is to determine how many Owners are interested in the subject of the petition. Therefore, only one signature is allowed regardless of the number of Members/residents/Owners represented or the number of Lots owned.
  - 2. The petition must be clear regarding the proposed change desired in the Bylaws.
  - 3. To be a valid petition it must be signed by at least 33% or 1/3 of the current Owners.
  - 4. The signer must include their Lot number.

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5. The Treasurer will verify that the signatures are valid per item B-1 above.
6. After the petition has been declared valid by the Treasurer, the Bylaws Committee will verify the proposal would agree with State, Federal and County laws and regulations. If not, the Board will state the justification and deny the petition.
7. The Bylaws Committee will write the proposal as it would be worded in the Bylaws.
8. If the majority of the Board Members approve the wording for the Bylaws, it will be brought to a vote of the Association Members at the annual meeting, unless the issue is urgent and requires an immediate vote. (As in Article IV)
9. If a vote on the petition fails, a new similar petition cannot be submitted for 24 (twenty-four) months from the date of the previous vote.

### **Section 3 - Voting on Proposed Amendments to the Bylaws or Covenants**

Notice of said proposal written, as it would be stated in the Bylaws or Covenants, whether voted on at an annual meeting or a special meeting, or a vote without a meeting, shall be sent to all Lot Owners. The announcement and voting should follow procedures as described in Article IV for the method to cast a vote.

### **Section 4 – When a Proposal Passes**

The proposal that is passed by a quorum of the Lot Owners as stated in Article IV, Section 2, shall be sent to all Lot Owners either by separate mailing or in the newsletter. The Secretary shall file the change to the Bylaws at the Jefferson County Register of Deeds within a reasonable time not to exceed one month.

A copy of the registered change shall be filed with the Bylaws as required in Article VII – Record Keeping.

### **Section 5 – Bylaws and Covenants Shall Comply with Law**

Bylaws and Covenants shall comply with the *Kansas Uniform Common Interest Owners Bill of Rights Act* (currently K.S.A. 2011 Supp.58-4601 through 58-4614 and 58-4616 through 58-4623), as amended, and are mandatory and shall not be varied or waived by agreement.

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## Article XIV — COMMITTEES

### Section 1 – Formation and Term of Standing and Special Committees

- A. The Board shall have the power to establish the following Standing Committees by issuing a Committee Charter that sets forth its tasks and responsibilities:

- |                                    |                       |
|------------------------------------|-----------------------|
| 1. Activities                      | 8. Hospitality        |
| 2. Beautification                  | 9. Long-Term Planning |
| 3. Building, Equipment and Grounds | 10. Newsletter        |
| 4. Bylaws                          | 11. Roads             |
| 5. Docks                           | 12. Safety            |
| 6. Election                        | 13. Silt and Dam      |
| 7. Fish                            | 14. Technology        |

The term of Standing Committees is ongoing unless inactivated by a Board decision. Unfinished business of Standing Committees extends to any newly appointed Committee.

- B. The Board shall have the power to establish Special Committees by issuing a Committee Charter that sets forth its tasks and responsibilities; however a Special Committee cannot be formed to perform a task that falls within the assigned function of an existing Standing Committee. The term of Special Committees is finite and expires upon completion of the Board-assigned responsibilities and tasks.

### Section 2 – Committee Role and Purpose

Committees serve at the direction of the Board. Members are to carry out responsibilities and tasks in accordance with their respective Committee Charters and/or assigned tasks by the Board.

### Section 3 – Committee Membership

- A. Membership Term: The Board shall appoint Standing Committee members to serve for one fiscal year. Thus, a new body of Standing Committee members is appointed at the beginning of each new Board administration, however members may continue their duties until new members are appointed. Special Committee members, once appointed by the Board, remain on the Committee until the task is completed and the final report is presented to the Board.

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- B. Qualifications: All Committee members are required to execute a Committee Code of Ethics and Conduct Form indicating that they agree to work in accordance with their Committee Charter and/or assigned tasks by the Board, and to follow adopted guidelines and procedures.
- C. Committee Application and Selection: To be considered for Committee membership, Association Members shall submit a completed Committee Member Request Form indicating the Committee(s) they wish to serve on to the Board. As soon as possible at the beginning of the fiscal year, the Board shall review the member requests for each Committee and appoint the members for each Committee. The Board may accept additional Committee Member Request Forms and appoint new members at any time.
- D. Committee Liaison: The Board shall assign an active Board member to serve as a liaison for each Committee. The assigned Board liaison shall answer questions pertaining to the Committee's Charter, procedures or other matters pertaining to Committee work, resources, or training. The Board liaison may also participate in the work of the Committee, and may vote on matters under consideration by the Committee.
- E. Committee Chairperson: For Standing Committees, the Board shall appoint the first chairperson of the Committee and ask them to set the first meeting of the Committee. At the first meeting, the members of the Committee shall then elect a chairperson based on a majority vote of the Committee members. For Special Committees, the Board shall appoint the Committee chairperson.
- F. Committee Secretary: The Committee chairperson shall act as secretary of the Committee unless the chairperson designates another person for this role to create minutes of every meeting and a record of actions taken without a meeting (per Article VIII, Section 2.A).
- G. Committee Member Removal: The removal of a Committee member may occur if there is just cause. Examples of just cause would be subverting or working contrary to Board direction, the Committee Charter, and/or Committee consensus; jeopardizing relationships with service providers; non-participation and/or nonattendance; or consistently failing to work in harmony with other persons or Committees.

When removal is being considered, the Committee chairperson shall first inform the Board liaison, who will assist the Committee chairperson in

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discussions with the Committee member to seek resolution. If the situation is not resolved, the Committee will vote on the removal and inform the Board of its decision. The Board, in a properly noticed executive session in which the Committee member considered for removal shall be given a chance to be heard, shall make the final decision to remove a Committee member.

- H. Vacancy: The Board of Directors may make additional Committee member appointments throughout the year if vacancies occur.

### **Section 4 – Committee Meetings**

- A. Committee Meeting Times and Places: Committees are not required to have regular meeting times but should meet as necessary to fulfill their assigned responsibilities and tasks per their Committee Charter and/or assigned tasks by the Board. The Committee chairperson or any two Committee members may call a meeting. Meetings shall be held at the Community Building unless circumstances prohibit. Options will be offered for both remote (virtual) and on-site participation at times that are convenient for all members.
- B. Open Meetings: Per Article III MEETINGS, Section 1, and in accordance with K.S.A. 58-4612a, Committee meetings are open to Lot Owners except during executive sessions. However, the Committee may establish specific times during which they will receive input from non-committee members. Non-committee members shall only offer input during those specific times and will otherwise refrain from interrupting Committee proceedings.
- C. Meeting Notice: Committees shall follow notice procedures for Board meetings per Article III – MEETINGS, Section 6 – Notice of Board Meetings, and Section 9 – Methods to Give Notice of Meetings. The Committee chairperson shall provide the written notice including all required details to the Board Secretary at least one week prior to the meeting date unless the meeting is called to deal with an emergency.
- D. Meeting Procedure and Conduct: Committees may not adopt their own Rules, and shall operate in accordance with applicable Kansas Statutes and the Association Bylaws. All Committees should follow Roberts Rules of Order (RONR) but are allowed to use RONR for Small Boards which allows for some exceptions (e.g., debate is not limited, discussion without

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a motion). A Committee quorum is a majority of its membership. A quorum must be present to hold a Committee meeting.

The Committee chairperson should be well versed in (RONR) In Brief Edition and RONR Small Board Rules, their respective Committee Charter, Committee Code of Ethics and Conduct, Committee Budget Guidelines, and Lake Dabinawa Association Bylaws and Covenants.

- E. **Member Conduct:** A Committee chairperson may require a disorderly Committee member or non-member attendee to leave the meeting, or may adjourn the meeting to another date certain.

### **Section 5 – Committee Reports**

- A. **Committee Reports:** All Committees are to prepare and present written meeting minutes and reports on its work, findings, or recommendations to the Board no later than two weeks before the regular Board meeting if possible for reading or presentation at the meeting. Reports should only contain what has been agreed to by a majority of Committee members at a regular or properly called meeting of which each member has been properly notified and a quorum was present. Each Committee shall also prepare an annual report of activities to be included with the annual meeting notice.
- B. **Communication:** In the interest of ensuring strong communications between the Board and the Committee, it is expected that the Committee chairperson, or his or her designee, will attend each regularly scheduled Board meeting. The Committee representative will present the Committee report, request assistance from the Board as needed, and answer any questions the Board may have regarding Committee assignments. The Committee is expected to maintain regular communication with the Board liaison.
- C. **Board Action:** Immediately after receiving a Committees' report, the Board may consider whatever action may be recommended in or arise from the report.

### **Section 6 – Committee Recommendations**

- A. **Obtaining Bids and Contracts:** If any Committee member has prior experience soliciting bids and negotiating contracts for similar services, and/or has established relationships with potential service providers, the chairperson shall include that person in direct discussions with all


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potential service providers. At least two, and preferably three bids shall be solicited for each project if possible. The same scope of work as developed collaboratively with the Board including all specifications will be presented to all service providers.

- B. Presentation of materials to Committee members: Copies of all bids and contracts under consideration shall be sent to all Committee members before the Committee meeting at which the matter will be considered, and Committee members shall be permitted to provide input on such documents either via written communication or participation in the meeting.
  
- C. Presentation to the Board: The chairperson or designee should submit a written proposal for each project to the Board Secretary no later than 2 weeks before the Board meeting at which the project will be considered if possible. Failure to provide advance notice may result in delayed consideration or deferred decision on the project. Information shall include, at minimum, a description of the project, statement of need for the project, highlights of Committee action taken to reach the recommendation, all bids including scope of work, and summary of any fiscal impact or effect on other Association infrastructure.
  
- D. Executing contracts: Contracts shall be submitted to and signed by the Board Chair, and invoices shall be sent to the Board and approved by the Board.

**CERTIFICATE OF ADOPTION**

The undersigned, being the duly elected secretary of The Lake Dabinawa Association, hereby certifies that the membership of the Association by a majority vote conducted in accordance with the law and the Bylaws, on the **17th day of September, 2023**, and the **10th day of August, 2024**, adopted the above and foregoing Amended Bylaws and Covenants.

  
Kelly Woodward  
Secretary of Association

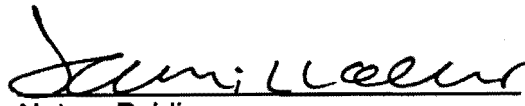
State of Kansas     )  
                                  ) ss:  
County of Jefferson )



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Be it remembered, that on this 19 day of August, 2024, before me, a notary public in and foresaid county and state, came Kelly Woodward, the Secretary of The Lake Dabinawa Association, a corporation duly organized, incorporated, and existing under and by virtue of the laws of the State of Kansas who is personally known to me to be the same person who executed as such officer, the above-instrument in writing on behalf of such corporation, and such person duly acknowledge the execution of this same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

  
Notary Public

My Appointment Expires: 11-9-27

