

Recorded In Camden County, Missouri



Recording Date/Time: 10/22/2019 at 12:35:34 PM

Book: 824 Page: 269
Type: BYLWS
Pages: 10
Fee: \$51.00 & 20190011310



GEORGENE SUB

BY-LAWS
of
Georgene Subdivision Improvement Association
(Amended 08-31-2019)

We, the undersigned, all being owners of lots and tracts of land located in Georgene Subdivision, a subdivision of land in Camden County, Missouri, for the purpose of upkeep and maintenance of roads, easements, docks, parking areas, in, on, adjoining or leading thereto and there from, and to and from the various lots or tracts of land in said subdivision, have entered into the following agreement.

1.

The name of the organization shall be Georgene Subdivision Improvement Association.

2.

The location of the principal office shall be the home address of the manager of said association. The said association may have other such offices or mailing addresses, as the Board of Directors may from time to time designate.

3.

All memberships provided for in this agreement shall be subject to all of the by-laws in force and effect at this time or such as may be hereinafter adopted. Such by-laws shall be considered a part of the contract of membership between the Association and the

Member. In addition, all members of this Association must comply with all local, county and state laws, ordinances, codes and statutes.

4.

Any person or persons who now is or may hereafter become an owner of a lot or tract of land in said Georgene Subdivision shall automatically become a member of this Association upon the purchase of a lot or tract of land in said subdivision, and shall have full voting privileges as hereinafter set out, so long as the assessments on his or her lot or tract of land in said subdivision is paid in Full before the annual meeting date.

5.

The duration of this organization shall be perpetual.

6.

The fiscal year of this Association shall begin on August 1st. The annual meeting shall be the Saturday proceeding Labor Day.

7.

The Association will be managed by a Board of Directors, and the co-dedicator of this subdivision. Gene McGuire, his successors and assigns, is hereby declared to be a permanent director.

Each of the other five (5) members of said Board of Directors shall be elected at each annual meeting of the Association for a period of one (1) year with no limit in the number of years that he or she may preside. The Manager or Board member retains the right of resignation at any time during the term.

8.

Any elected Director must be a property owner in said subdivision and any Director duly elected who shall dispose of his property in said subdivision shall automatically cease to be a member of the Board of Directors.

9.

In addition to the powers generally conferred upon a Board of Directors, by provisions of the by-laws, the Directors shall have specific powers as follows:

- (a) To make rules for the conduct of members of the Association and for use of the Association property.
- (b) To have control and supervision of all easements in said subdivision.
- (c) To build and make improvements as they deem best suited for easements, playgrounds and swimming areas.
- (d) To call special meetings of the Association to consider special subjects.
- (e) To appoint or select a Manager. The Manager to be a voting board member and to have the authority to call a meeting of the board when the need arises. The Manager with the approval of the board shall have the authority to make changes in assessments when deemed necessary, to manage generally all of the affairs of the Association and to make all contracts necessary for proper transactions.
- (f) The Board of Directors may fill vacancies on the Board of Directors upon a vote of the majority of the Directors present at a regular or special meeting of the Board of Directors, such election to be in effect until the next annual meeting at which time the vacancy will be filled by membership vote.
- (g) To have the books of the Association audited annually by two (2) non-board members.
- (h) The Board of Directors shall designate the depository in which funds of the Association shall be deposited.
- (i) To prescribe additional duties for any of the officers or appointees in addition to those herein set Forth.

10.

The association's annual membership dues/assessments shall be paid on or before September 1st. Late fees may be charged and accumulate if not paid by October 1st. The

annual assessment shall be sufficient to provide for the necessary operating expenses which include proper maintenance and improvement of facilities, grounds and easements. The amount of the assessment may be adjusted on an annual basis based on the needs of the Association as deemed necessary by the Board of Directors.

11.

The Association shall pay all indebtedness by check; and The Manager and two (2) Directors shall be listed with the bank in which Association money is kept; check will be signed by the Manager and one (1) of the two (2) Directors so named.

12.

Assessments shall not be levied on lots of the Dedicator until such time as they have once been transferred.

13.

There shall be no house trailers, portable sleeping trailers, house boats, tents or other out buildings used for living or sleeping at any time in the Georgene Subdivision.

14.

Each lot or tract in said Subdivision shall have the underbrush cleared, weeds and grass mowed and leaves removed as required each year so as to keep a neat appearance in said subdivision. Except any lot or tract of land consisting of three (3) acres or more shall be allowed natural growth providing fifteen (15) feet is maintained between said tract and adjoining lots in the subdivision. The homeowner will be given a written notice to correct the problem within 21 days. Should any member of this Association fails or refuses to do so, the Manager and/or the Board Members shall assess a fee of \$10 per day until the issue is corrected. The Manager and/or Board Members may also, at their option, have the required work performed and an assessment against such lot or lots will be made based on the charges for the work performed.

15.

All buildings erected in the subdivision shall be at least fifteen (15) feet inside said property line and be approved in writing by one of the Dedicators or the Board of Directors. A carbon copy of the approval shall be kept in the Manager's file at all times.

16.

Any lot or tract owner and/or guests shall have the privilege of using the swimming docks and such easements related to such docks and such easements which include the launching ramp and parking areas providing all dues and assessments are current.

- (a) Two swimming beaches are provided by the Subdivision for the use of all Association members. No lifeguards are provided so the use of these facilities (swimming docks and beaches) are at the home owners own risk. No fireworks are allowed in the swimming or common areas.
- (b) Good housekeeping is mandatory on all multi-slip docks and swimming beaches. This is to be monitored by the Manager and board members. Should the need arise for a Manager and/or board members to correct a housekeeping situation on any of the four multi-slip docks or swimming areas, a \$100 charge will be assessed against the homeowner or dock slip owner.
- (c) The subdivision launching ramp is for use by property owners and their guests only. Guests must certify that they are a relative or a visitor of a property owner. Launching by any other person must have the approval of the Manager or board member and will entail a charge of Ten Dollars (\$10.00) per launch or pull out.
- (d) No boats or boat trailers are to be stored on the easement except in winter months. (November 1st to April 1st). All vehicles must be parked in a designated area and in a manner as to allow for ease of access to the ramp by others.
- (e) There are multi-slip docks in the Georgene Subdivision. All docks belong to the following:
 - (i) Homeowners that have property that adjoin the lake shore are responsible for owning and maintaining their own docks. These docks are private property and are not to be entered without the owner's permission.
 - (ii) The multi-slip docks were built by the Georgene Subdivision Improvement Association and are subject to its rules and regulations. These four docks are maintained by the Association. The Association

carries two types of insurance, pays the personal property taxes, Ameren fees, sees that they are kept in repair and are provided with light and electricity. In winter, the Association keeps these docks as free as possible from ice by agitators owned and maintained by the Association. The money for maintaining these services comes from a fund provided by an annual fee paid by the slip owners. If payment or arrangement of payment of the annual fee is not made by September 1st, per subdivision by-laws, a lien will be filed against the owner's property and dock privileges will be revoked.

- (iii) The four multi-slip docks are for the private use only by the home owners that live and own property on the upper tiers of the lake who have paid for a designated slip or slips on one of multi slip docks. However, relatives and guests of owners may use their docks if accompanied by or under the supervision of the owner. Homeowners that own these slips are responsible for the conduct and actions of their guests.
- (iv) No swimming is permitted from any of the multi-slip docks.
- (v) No owner may own more than two (2) slip spaces on any of the multi-slip docks.
- (vi) Permission in Writing must be obtained from the owner of any slip allowing said slip to be used by any other Georgene property owner. To violate this rule is an act of trespass. No one has the authority to use another's slip at any time without written permission. The letter of permission must be on file with the Manager before the slip can be used. Any boat found in violation of this rule will be moved from the slip and pulled up on the easement. The Association will not be responsible for any boat found in violation of this rule. No other person or persons who are not owners or renters of a dock space in a particular dock will be allowed access to said dock with the exception of guests or relatives.
- (vii) There should be no ropes, cables, fishing lines or other cords left lying in the water under, around or within a slip between November 1st and March 30th. These perils can become entwined with de-icers that are installed to keep the dock ice free. A violation of the rule will result in a fee applied to the slip owner to reimburse for the de-icer repair or replacement.

(viii) Electrical shock hazards are very dangerous for those in, or around the docks. No electrical extension cords, lights or other electric fixtures are allowed on the dock unless installed properly. If someone needs another electrical outlet or other electrical device, it must be installed or certified by a licensed electrician and coordinated with the sub-division manager. The cost will be borne by the requesting party.

(ix) The Manager and Board will make any and all decisions as to repair and upkeep of the multi-slip docks and assessments necessary for said repair and upkeep.

17.

Any member may request the board to take action regarding a violation of these by-laws. The request must include specific information such as person(s) involved, location, description of violation and any other pertinent information. The request must be written, signed and dated, and presented to the Manager or a Board Member.

18.

Association members are responsible to pay all assessments, dues, fees and fines on or before the date they are due. A notice of past due assessment with fees ("late payment letter") will be prepared and mailed once the assessment becomes delinquent by more than 30 days.

- (a) Should members fail or refuse to pay assessments, dues, fees, and fines the Board of Directors may pursue a remedy to collect delinquent dues, assessments or late fees which may also include all associated cost of collection of such. Those associated costs may include, but no limited to, all cost of collection, legal expense, attorney and solicitor fees, incurred or paid by the association in the collection and/or enforcement of this provision or by-law articles. The same will become a lien against said lot or tract of land owned by said member, and said tract of land or lot, will apply on an accumulative bases.
- (b) There is no right of offset. An owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the association for some other obligation.

19.

These Articles may be amended in the following manner: An amendment shall be submitted to the Board of Directors sixty (60) days before the annual meeting. The Board of Directors shall notify members thirty (30) days before annual meeting. The amendment, if approved by a majority of those in attendance at said annual meeting, shall become effective at the close of meeting.

20.

All work done for the Improvement of the Association, its docks, easements, or any other physical property shall be done on a voluntary basis. If compensation is expected for labor or use of equipment, then such payment will be agreed upon in writing, prior to the start of work.

21.

Any vehicle that is unlicensed, not currently registered, or does not meet the minimum standards as set forth in Camden County Unified Land Use Regulations (Appendix G) detracts from the otherwise good appearance of the neighborhood. The home owner will be given a written notice to correct the problem within 21 days. If any member of the associations fails or refuses to do so, the Manager and/or Board of Directors shall assess a fee of \$10 per day until the issue is corrected.

22.

Any homeowner found to be in violation of governing document's provisions or requirements may request a hearing to offer a defense to, or to explain extenuating circumstances regarding the imposition of fines.

(a) The homeowner must complete a written Request for Hearing before the Board, which shall be mailed or delivered to the Association within 30 days. The appeal request must contain the following:

- Homeowner's name and address;
- Homeowner's reasons, basis and defense for the hearing;
- A copy of all supporting documentation;
- The name of any attending witnesses or other collaborating guests;
- The homeowner's signature and date of the Request for Hearing.

- (b) The directors will permit the appealing homeowner up to thirty minutes to explain the circumstances of the matter and provide grounds as to why the fine should be waived, reduced or cancelled.
- (c) Within seven (7) calendar days of the hearing, the Review Board will mail or deliver written notice to the homeowner of the Review Board's decision.
- (d) If the Review Board finds in favor of the homeowner, it will advise the homeowner as to whether the violation and/or the fines originally imposed are reduced, modified, or waived.
- (e) If the Board determines that the owner's explanation or defense presented at the hearing was inadequate or otherwise failed to justify a reduction, modification, or waiver of the violation and/or fines, the owner will be so notified, in which case the fines imposed will continue as owed to the Association until paid in full, regardless of whether the violation has since been removed or corrected. In any event, if the Board finds against homeowner, the fines will continue to accrue until full and adequate compliance occurs by the owner.

23.

"Taken from amended Plat of Georgene Subdivision"

All buildings shall have at least 360 square feet of living space. All building plans including character of materials to be used therein, and the location thereof shall be submitted to the directors and the same approved by them in writing. All buildings shall be finished outside and are to have standard plumbing with septic tank for sanitation within six months from starting date of construction on such buildings. No owner of any lot or portion thereof shall use the same or permit the use of the same directly or indirectly as a site or place for the conducting of any business for gain or profit without the consent of the directors.

CERTIFICATE OF ADOPTION OF AMENDED & RESTATED BY-LAWS OF
THE GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION

Current members of the Board of Directors:

Dorothy Shumate – Permanent Director Greg Jensen - Manager Ronald Hall – Treasurer
Chris Hansen – Secretary Jeanette Robinson – Board Member Eric Alderson – Board Member

WHEREAS, the aforementioned Board of Directors, all being the duly elected & qualified Board of Directors of the Georgene Subdivision Improvement Association, have asserted that pursuant to Article 19 of the prevailing & pre-existing Association By-Laws, that after serving proper notice to the members, the Association held its Annual Meeting on August 31st, 2019 in County of Camden, State of Missouri.

RESOLVED, that these proposed Amended & Restated By-Laws Articles of the Association were ratified, approved, and adopted by the Members in accordance with the Association’s procedures.

WHEREFORE, the Members have executed Amended & Restated By-Laws of the Georgene Subdivision Improvement Association. The foregoing Amended & Restated By-Laws shall be incorporated as Amended By-Laws and become effective at 12:01 P.M., Central Standard Time on August 31st, 2019.

IN WITNESS WHEREOF, the undersigned have executed this document on 10-22-19, 2019.

By Greg Jensen
Greg Jensen, Manager - Board of Directors,
Georgene Subdivision Improvement Association, Inc.

ACKNOWLEDGEMENT

STATE OF MISSOURI)
COUNTY OF Camden)

On this 22nd day of October, 2019, before me, the undersigned, a notary public, personally appeared Gregory E Jensen. To me known to be the person described in and who executed the foregoing instrument.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my official seal at my office in Mark D Spurling, the day and year last above written.

Mark D Spurling
Notary Public
My term expires: Dec. 5, 2021

