

Jane, here is the notes from Sunday.

Language removed

Language Added

Needs further discussion

Special notes to Jane

## ARTICLE V – ASSESSMENTS

SECTION 1: The purpose of assessments shall be to provide funds for recreation, health, safety, and welfare of the Association Members, and in particular for maintenance of roads, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Ground and the improvements owned or used by the Association. Such funds shall be used for, but not limited to, insurance, repairs, maintenance, and additions to above mentioned improvements or facilities, and, in addition thereto, for the cost of labor, equipment, material and for the management of such. The Association shall collect assessments as follows:

(a) Due Date. The Annual Assessment is due on July 1st of each year, or some other date as determined by the Board via resolution.

(b) Interest and Late Fees. Assessments (including special assessments and any installments thereof) shall bear interest from the due date until payment is received at the rate of 18% per annum, or any other legal rate (but not exceeding 18%) adopted by resolution of the Board. If any payment is not received within the time specified by the Board, the Board shall charge a late fee of \$25.00 or such other reasonable amount as adopted by resolution of the Board.

(c) Late Notices. The Association shall send a late notice when any assessment is late, if and as determined by the Board via resolution before utilizing legal counsel.

(d) Use of Collection Agency/Legal Counsel. The Association may use the services of a collection agency and/or attorney to recover unpaid assessments, late fees, interest, costs, or other charges due to the Association. The Owner shall be responsible for reasonable attorney's fees and costs incurred. The legal proceedings may include a Sheriff's Sale-trustee's sale.

(e) Allocation of Payments: Any payments or partial payments on a delinquent

account shall be applied in the following manner: (1) costs, (2) attorney's fees, (3) Management (or other professional) or administrative fees, (4) late fees, (5) interest, (6) principal amount of assessments due including any special assessment, fines or other charges against the account, if any, (7) other costs and expenses, and (8) amount of accelerated assessment, if applicable.

SECTION 2: Any increase in assessments to be levied against Lots may only be approved by a majority vote of the Members in Good Standing present in person or by notarized proxy at an annual ~~or a specially called~~ meeting. The membership must be notified in writing by the Board of Trustees at least thirty (30) days in advance of such a meeting that an assessment increase will be voted on. Such notice shall contain a proposal setting forth the proposed amount, ~~and purpose of the increase~~ per Lot to be voted on at said meeting.

~~SECTION 3: The Board of Trustees may levy special assessments upon the approval or affirmative vote of a majority of the Members in Good Standing present at a regular or a specially called meeting duly held.~~ The Board of Trustees may levy special assessments against Lots only if approved by the consent of a majority vote of the quorum of members in good standing at the annual meeting. The membership must be notified in writing by the Board of Trustees at least thirty (30) days in advance of such a meeting that a special assessment will be voted on. Such notice shall contain a proposal setting forth the proposed amount, and purpose of the increase per Lot to be voted on at said meeting.

SECTION 4: The Board of Trustees shall have the ~~authority~~ ~~duty~~ to place liens on the Lots of any Owners who have not paid their assessments, as described herein and in Article IV, Section 7(b). Before placing the liens, the Board of Trustees, by ordinary mail, shall give the delinquent Owner at least thirty (30) days to pay said outstanding balance.

SECTION 5: The Board of Trustees shall have the ~~authority~~ ~~duty~~ to initiate legal proceedings, which may include ~~Sheriff's Sale~~ ~~trustee's sale~~, against members who are ~~at least three (3) years~~ ~~(Jane, we are requesting that you ask the board why this was taken out for further discussion by the group)~~ delinquent in payment of assessments.

#### ARTICLE VI – RULES AND REGULATIONS

SECTION 1: The Board of Trustees ~~are authorized~~ ~~have the duty~~ to establish, adopt, create, remove, revise, amend and enforce Rules and Regulations ~~with the consent of a majority vote of the quorum of members in good standing at the annual meeting~~, for the use of recreational facilities, the lake, and recreational vehicles, but shall not prohibit the use of camping trailers by Lot Owners.

SECTION 2: The record Lot Owner must obtain written permission from the Board of Trustees

for any permanent addition to their Lot, which includes but is not limited to Residence or dwellings, septic systems, storage buildings, porches, gazebos, driveways, culvert pipes, decks, balconies, patios and boat docks.

SECTION 3: Residences or dwellings must be a minimum of 768 square feet as detailed in the Restrictions. Boat docks may not extend more than 20 feet into the lake, except in exceptional circumstances related to water depth in specific areas of the lake where such a variance, approved by the Trustees, would not impede normal boat traffic. Septic system must meet the Missouri Clean Water Commission requirements. It is the Lot Owner's responsibility to obtain approval from the appropriate County or State agencies on a septic system before construction begins. Consult with the Board of Trustees for additional Association requirements. **Jane, this was a very long discussion without agreement, we decided to table the topic and committee members are asked to do their own homework this week and present your opinions based on that research to the next meeting to be discussed first before we move on.**

SECTION 4: Maximum size of boat and personal watercraft motors is 60 horsepower.

#### ARTICLE VII – AMENDMENTS

SECTION 1: The By-Laws, Covenants and Restrictions may be amended by the affirmative vote of 2/3 of the Members in

Good Standing physically present with the consent of a majority vote of the quorum of members in good standing at the annual meeting (in person or by notarized proxy) at a duly called annual or special meeting. If a mail-in or Email vote is called for, the By-Laws may be amended by the affirmative vote of 2/3 of the Members in Good Standing who submit a ballot or vote.

SECTION 2: Notice to the Members of any proposed amendment to the By-Laws shall include a copy of the proposed amendment and be presented to the membership at least thirty (30) days prior to the vote at the annual meeting.

SECTION 3: Amendments to the By-Laws shall become effective upon execution by the designated officers or upon a later date if so specified therein. Any challenge to an amendment must be made within six months after the effective date; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of the By-Laws.

SECTION 4: Notwithstanding anything herein to the contrary, the Board may authorize

~~administrative amendments without a membership vote to correct minor or typographical errors and/or to comply with the Federal Housing Administration or the Veterans Administration or other governmental entity as necessary.~~

#### ARTICLE VIII – INSURANCE

To the extent reasonably available, the Association shall maintain in force property insurance for the amenities upon the Common Ground and liability insurance for the Common Ground and its amenities, as well as Directors and Officers insurance; ~~and each Owner is responsible for maintaining insurance for the full replacement value of his/her own Lot and Residence.~~

##### SECTION 1: ASSOCIATION PROPERTY INSURANCE:

(a) Property Insured. The Association shall maintain a property insurance policy to insure the amenities on the Common Ground to its full insurable replacement cost. The deductible shall be a Common Expense in such amount as the Board may deem reasonable under the circumstances. The Board shall have the authority to allocate the deductible to the Owners that benefit or were at fault or negligent.

(b) Risks Insured Against. The Association's policy shall afford protection against perils, as broadly as reasonably available, under coverage currently known as "special form" or "special causes of loss" and including earthquake. The insurance shall be on a replacement cost basis, as reasonably available. The Association's policy does not protect against coverage available under the National Flood Insurance Program.

SECTION 2: ASSOCIATION LIABILITY INSURANCE: Liability insurance shall be provided in an amount determined by the Board but in no event less than \$1,000,000.00, covering all occurrences commonly insured against for death, bodily injury, property damage and personal injury arising out of or in connection with the use, ownership or maintenance of the Common Ground, and the activities of the Association. The Community Manager, if any, shall be named as an insured.

(a) Insurance policies carried pursuant to this Section 2 shall provide that:

(i) Each Owner is an additional insured under the policy with respect to liability arising out of the interest of the Owner in the Common Ground or membership in the Association,

(ii) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after written notice of the proposed cancellation or non-renewal has been mailed to the Association, except for nonpayment which shall be not less than ten (10) days' notice.

SECTION 3: OWNER POLICIES: Each Owner shall be responsible to maintain insurance for his or her own benefit:

~~(a) Property. Property insurance for his or her Lot including (1) the full repair and replacement value of the Residence, and (2) the Owner's personal property and contents in the Lot or stored elsewhere in the Subdivision or is otherwise responsible.~~

~~(b) Liability. Liability insurance including any damaged property of other Owners or injury or death to persons arising within the Lot or attributable to an occurrence in the Lot.~~

~~(c) Leased Lots. If a Lot is leased (see Restrictions, Section 3.5), (i) the Owner shall maintain insurance on the Lot in accordance with this Section and (ii) the tenant shall be responsible for his own renter's policy including Personal Liability Insurance under Section 3(b) above.~~

SECTION 4: DIRECTORS' AND OFFICERS' LIABILITY INSURANCE: The Association shall maintain directors' and officers' liability insurance covering all of the Directors and Officers, and naming the Community Manager, if any, as an insured, in such limits as the Board may determine.

SECTION 5: WORKERS' COMPENSATION INSURANCE: The Association shall maintain workers compensation insurance if employees are hired ~~or if contractors are hired who do not maintain their own policy.~~

SECTION 6: OTHER INSURANCE: The Association may carry other insurance which the Board considers appropriate to protect the Association or the Owners' interests in the Subdivision and the Association.

#### ARTICLE IX – GENERAL PROVISIONS

SECTION 1: FISCAL YEAR: The fiscal year of the Association shall be July 1st to June 30th, unless otherwise set by ~~resolution of the Board.~~ ~~present~~ the consent of a majority vote of the quorum of members in good standing at the annual meeting.

SECTION 2: SEVERABILITY: Invalidation of any one of the provisions of these ByLaws, by judgment, order or decree shall in no way affect any other provision of these By-laws,  
each of which shall remain in full force and effect