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SAAB AND ASSOCIATES INC

Donnie Snelling  
Recorder of Deeds

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**TITLE OF DOCUMENT:** Amended and Restated Articles of Association of Georgene Subdivision Improvement Association a/k/a Bylaws of Georgene Subdivision Improvement Association Declaration (Amended 30 August 2025)

**DATE OF DOCUMENT:** 8 October 2025

**GRANTOR(S):** Georgene Subdivision Improvement Association, a Missouri non-profit corporation

**GRANTEE(S):** Georgene Subdivision Improvement Association, a Missouri non-profit corporation

**MAILING ADDRESS:** 222 Violet Road, Camdenton, Missouri 65020

**LEGAL DESCRIPTION:** GEORGENE SUBDIVISION, a subdivision in Camden County, Missouri, according to the plat thereof on file and of record in the Office of the Recorder of Deeds, Camden County, Missouri. Exhibit A

**AMENDED AND RESTATED**  
**ARTICLES OF ASSOCIATION OF**  
**GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION**  
**A/K/A BYLAWS OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION**  
**(AMENDED 30 AUGUST 2025)**

**WITNESSETH:**

**WHEREAS**, Georgene Subdivision was created by Plat on the 9<sup>th</sup> day of February, 1957 and is filed of record with the Camden County Recorder of Deeds Office, Camden County, Missouri at Book 5, Page 30.

**WHEREAS**, thereafter, the Georgene Subdivision Plat was amended by the filing of an Amended Plat To Georgene Subdivision on the 20<sup>th</sup> day of February, 1960 and is filed of record with the Camden County Recorder of Deeds Office, Camden County, Missouri at Book 6, Page 29.

**WHEREAS**, subsequent to the creation of Georgene Subdivision an unincorporated association, known as the Georgene Subdivision Improvement Association was formed for the purpose of providing maintenance and upkeep to the facilities of the Georgene Subdivision.

**WHEREAS**, thereafter the Georgene Subdivision Improvement Association adopted ARTICLES OF ASSOCIATION OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION to govern the Georgene Subdivision Improvement Association which were filed at Book 117, Page 697 of the Camden County Recorder of Deeds Office, Camden County, Missouri.

**WHEREAS**, thereafter, on October 8, 1970, the unincorporated association known as the Georgene Subdivision Improvement Association incorporated as the Georgene Subdivision Improvement Association, a Non-For-Profit Corporation and is now existing in good standing with the State of Missouri. The Non-For-Profit Georgene Subdivision Improvement Association shall hereafter be referred to as the Association.

**WHEREAS**, the Association was created with the purpose to “provide maintenance and upkeep of facilities at Georgene Subdivision, a subdivision in Camden County, Missouri.”

**WHEREAS**, thereafter the Association adopted AMENDED ARTICLES OF ASSOCIATION OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION to govern the Association which were filed at Book 209, Page 909 of the Camden County Recorder of Deeds Office, Camden County, Missouri.

**WHEREAS**, thereafter the Association adopted BY-LAWS (AMENDED ARTICLES OF ASSOCIATION OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION) to govern the Association which were filed at Book 389, Page 078 of the Camden County Recorder of Deeds Office, Camden County, Missouri.

**WHEREAS**, thereafter the Association adopted BY-LAWS (AMENDED ARTICLES OF ASSOCIATION OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION AMENDED 9-6-2015) to govern the Association which were filed at Book 770, Page 415 of the Camden County Recorder of Deeds Office, Camden County, Missouri.

**WHEREAS**, thereafter the Association adopted BY-LAWS (BY-LAWS OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION AMENDED 8-31-2019) to govern the Association which were filed at Book 824, Page 269 of the Camden County Recorder of Deeds Office, Camden County, Missouri.

**WHEREAS**, the Association, desires to revoke all previous Articles of Association of Georgene Subdivision Improvement Association and/or all previous Bylaws of Georgene Subdivision Improvement Association to create and place of record these AMENDED AND RESTATED ARTICLES OF ASSOCIATION OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION A/KA BYLAWS OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION to govern the Association.

**NOW THEREFORE**, the Association adopts the following AMENDED AND RESTATED ARTICLES OF ASSOCIATION OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION A/KA BYLAWS OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION to govern the Association.

**ARTICLE I**  
**NAME AND LOCATION**

The name of the non-profit corporation is GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION, hereinafter referred to as the "Association". The location of the principal office shall be the home address of the Manager of the Association. The Association may have other such offices or mailing addresses, as the Board of Directors may from time to time designate. The duration of the Association shall be perpetual.

**ARTICLE II**  
**PURPOSE**

The purpose of GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION is to provide for the maintenance and upkeep of facilities at Georgene Subdivision. The duration of the Association shall be perpetual.

**ARTICLE III**  
**MEMBERSHIP**

All memberships provided for in this agreement shall be subject to the Bylaws in force and effect at this time or such as may be hereinafter adopted. Such Bylaws shall be considered a part of the contract of membership between the Association and the Member. Any person, persons or entity who now is or may hereafter become an Owner of a Lot or tract of land in the Georgene Subdivision shall automatically become a Member of this Association upon the purchase of a Lot

or tract of land in said subdivision, and Owner shall have full voting privileges as hereinafter set out, so long as the assessments on Owner's Lot is paid in full before the annual meeting date.

#### ARTICLE IV DEFINITIONS

As used in this Declaration, the following terms shall have the following definitions:

1. "**Association**" shall mean and refer to GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION, and its assigns, and/or successors in interest to the Property.
2. "**Association Property**" shall mean and refer to all real property described in Exhibit A, the Amended Plat To Georgene Subdivision filed the 20<sup>th</sup> day of February, 1960 with the Camden County Recorder of Deeds Office, Camden County, Missouri at Book 6, Page 29, except that property that has been conveyed to an Owner, and all real and personal property and Improvements hereafter conveyed or leased to the Association.
3. "**Board**" shall mean and refer to the Board of Directors of the Association.
4. "**Common Areas**" shall collectively mean and refer to all Association Property, and such other real property and improvements or personal property as may hereafter be conveyed or leased to the Association for the common use and enjoyment of the Owners.
5. "**Defaulting Member**" shall mean any Member who is alleged to be in violation of the any term as contained in the Bylaws.
6. "**Lot**" shall mean and refer to any plot of land shown as a numbered or lettered Lot on Exhibit A.
7. "**Member**" shall mean and refer to every Owner.
8. "**Property**" shall mean and refer to the the real property commonly know as Georgene Subdivision as shown in Exhibit A; and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
9. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, their heirs, assigns, and/or successors in interest of the fee simple title to any Lot which is a part of the Property, including purchasers via "Contract For Deed".
10. "**Subdivision**" shall mean the Georgene Subdivision as described in Exhibit A.:

**ARTICLE V**  
**LAND USE RESTRICTIONS**

The Property shall be subject to the following restrictions:

1. 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.
2. No house trailers, portable sleeping trailers, house boats, tents or other out-buildings used for living or sleeping shall be allowed at any time in the Subdivision.
3. 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. There shall not be businesses conducted such as Air B&B, short-time rentals/leases, or vacation rentals of any home located within the Subdivision.
4. Each lot or tract said Subdivision shall have the underbrush cleared, weeds and grass mowed and the timely removal of excessive leaves 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 a natural growth provided fifteen feet is maintained between said tract and adjoining lots in the Subdivision. The owner will be given a written notice to correct the problem within 21 days. Should any Member of this Association fail or refuse to do so, the Manager and/or 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.
5. All Lots within the Property are subject to a fifteen (15) foot setback line along each tract. No buildings of any kind shall be erected within said setback line.
6. Any construction on any Lot must be approved in writing by the Board. A copy of the approval shall be kept in the Association's files at all times. Approval for any construction shall not be unreasonably denied by the Board.
7. Any vehicle that is unlicensed, not currently registered, does not meet the minimum standards as set forth in Camden County Unified Land Use Regulations (Appendix G) or otherwise detracts from the good appearance of the neighborhood is not permitted on any Lot or Association Property and will be considered a nuisance. The Owner will be given a written notice to correct the nuisance within twenty-one (21) days. If the Owner fails or refuses to correct the nuisance, the Board shall assess a fee of \$10 per day until the nuisance is corrected.

**ARTICLE VI**  
**DOCKS AND ASSOCIATED EASEMENTS**

Owners and Guests of Owners shall have the privilege of using the multi-slip docks, swimming docks and easements related to such docks (which include the launching ramp and parking areas) pursuant to the following rules and/or restrictions:

1. Use of the swimming docks and easements related to such docks by an Owner or his/her guests is contingent on the using Owner being paid in full and current on all dues and assessments.
2. Two swimming beaches are provided by the Association for the use of all Members. The Member using the swimming beaches, swimming docks and easements related to such docks specifically understand that lifeguards are not provided. As such, any use by an Owner or his/her Guest of these facilities (swimming docks and beaches) are at the Owner and the Owner's Guests own risk.
3. Member shall indemnify and hold the Association harmless for any injury or alleged injury to Owner or Owner's Guests as a result of the use of the swimming beaches, swimming docks and easements related to such docks.
4. No fireworks are allowed in the swimming or common areas.
5. Use of good housekeeping is mandatory on all multi-slip docks, docks, associated easements related to such docks and swimming beaches which may be monitored by the Board. Should the need arise for the Board to correct a housekeeping situation on any of the multi-slip docks, docks, associated easements related to such docks and swimming beaches, a \$100 charge will be assessed against the Owner or Dock-Slip Owner in violation of this section.
6. The Subdivision launching ramp is for use by property owners and their guests only. Launching by any other person must have the approval of the Manager or Board member.
7. No boats or trailers are to be stored on any easement except in winter months (November 1st to May 1st). Those boats & trailers must be clearly marked/labeled with the Subdivision member's property address upon it or it is subject to being removed at the owner's expense. All vehicles must be parked in a designated area and in a manner to all ease of access to the launching ramp by others. There is a parking area designated by signage for trailers that is useable year-round. Trailers parked there must display the name and Georgene Subdivision address for the Owner of any trailers parked therein. Additionally, there is overflow boat and trailer parking designated by signage usable during the winter months. Trailers and boats parked there must similarly display Owner name and Georgene Subdivision address.

8. 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.
9. Owners that have property that adjoins the lake shore are responsible for maintaining their own docks.
10. There are four multi-slip docks in the Subdivision. These multi-slip docks are subject to the following:
  - a. The multi-slip docks were built by the Association and are subject to its rules and regulations. These four docks are maintained by the Association. The Association carries insurance covering these multi-slip docks, pays the personal property taxes, Ameren fees, oversees the upkeep and repair of these multi-slip docks and provides the lighting and electricity to these multi-slip docks.
  - b. The four multi-slip docks are for the private use only by the Owners and their guests who own a slip on the particular multi-slip dock. Relatives and guests of owners may use Owner's dock if accompanied by the Owner. Homeowners that own these slips are responsible for the conduct and actions of their guests. Only members that own a slip on a particular dock can have access to that particular dock.
  - c. No swimming is permitted from any of the multi-slip docks.
  - d. No owner may own more than two (2) slip spaces on any of the multi-slip docks.
  - e. Permission in Writing must be obtained from the Owner of any slip allowing said slip to be used by any other Owner. A violation of this provision will be considered a trespass.
  - f. 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 Board before the slip can be used by a Non-Owner.
  - g. Any boat found in violation of this rule will be moved from the slip and pulled onto the easement. The Association will not be responsible for any boat found in violation of this rule.
  - h. No other person or persons who are not Owners and their guests or renters of a dock space in a particular dock will be allowed access to said dock with the exception of guests or relatives.

- i. No ropes, cables, fishing lines or other cords shall be left lying in the water under, around or within a slip between November 1<sup>st</sup> and March 30<sup>th</sup>. 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 being assessed to the slip owner to reimburse for any de-icer repair or replacement.
- j. Electrical shock hazards are very dangerous for those in, or around the docks. As such, no electrical extension cords, lights or other electric fixtures are allowed on the dock unless installed properly by a professional. If additional electrical outlets or other electrical devices are necessary, those outlets or devices must be installed or certified by a licensed electrician and coordinated with the Board. The cost of installation of any additional electrical outlets or other electrical devices will be born by the Owner requesting the additional electrical outlets or other electrical devices.
- k. The Board shall be responsible for making all decisions as to repair and upkeep of the multi-slip docks and assessments necessary for said repair and upkeep.

#### **ARTICLE VII** **MEMBER MEETINGS**

1. **Annual Meeting**: A regular annual meeting of the members shall be held annually on the Saturday prior to Labor Day at a time and location designated by notice from the Board.
2. **Special Meetings**: Special meetings of the members may be called at any time by the Manager or by the Board of Directors, or upon written request of the members who are entitled to vote.
3. **Notice of Meetings**: Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by delivering copy of such notice at least 30 days (for an annual meeting) or 10 days (for a special meeting) but not more than 30 days before such meeting to each member entitled to vote. Notice shall be sent by electronic mail (e-mail) to the email address last appearing on the books of the Association (or by regular US First Class Mail only if so requested by any member), which shall be supplied by each member to the Association for the purpose of notice. It is the member's sole responsibility to keep the Association updated on any changes in any contact information including, but not limited to owner's name, email address, mailing address, and contact phone number. Notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.
4. **Quorum**: The presence at the meeting of one-third (1/3) of the Members entitled to cast a vote shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote shall have power to

adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

5. **Proxies**: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting during which the member intends to cast their vote via proxy. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot. Each member shall be limited to representing only one (1) member via proxy.
6. **Voting**: Unless otherwise specified within these Bylaws, any vote shall be carried (passed) if majorities of the quorum of eligible members present (or by proxy) vote in favor of an issue before the Membership.

### **ARTICLE VIII** **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

1. **Number**: The Association will be managed by a 5-member Board of Directors comprised of a Manager, Secretary, Treasurer, and two other Board members.
2. **Term of Office**: Each of the 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. Any elected Director must be a property owner in the subdivision and any Director duly elected who shall dispose of his property in the subdivision shall automatically cease to be a member of the Board of Directors.
3. **Removal**: Any director may be removed from the Board, with or without cause, by a majority of the votes of the Members permitted to be cast by the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.
4. **Compensation**: No director shall receive compensation for any service he may render to the Association in his capacity as a director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.
5. **Action Taken Without Meeting**: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the members consistent with applicable law and this document. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE IX**  
**NOMINATION AND ELECTION OF DIRECTORS**

1. **Nomination**: Nomination for election of the Board of Directors shall from the floor at the annual meeting.
2. **Election**: Election to the Board of Directors shall be in the open forum or by secret written ballot. At such election the members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE X**  
**MEETING OF DIRECTORS**

1. **Regular Meetings**: Regular meetings of the Board of Directors shall be held at the discretion of the Board of Directors without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
2. **Special Meetings**: Special meetings of the Board of Directors shall be held when called by the Manager of the Board or by any two directors, after not less than twenty-four (24) hours' notice to each director.
3. **Quorum**: A majority of the number of directors shall constitute a quorum for the transaction of business. Every decision made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE XI**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

1. **Officers**: The Board of Directors shall be comprised of a Manager, Secretary and Treasurer pursuant to the following:
  - a. **Manager** - the Manager shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall co-sign all bids, payments, and other written instruments.
  - b. **Secretary** - the secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board or the office of the secretary.
  - c. **Treasurer** - the treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the

Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

- d. The creation of additional offices and duties associated therewith may be made at any annual or special meeting by a majority vote of all Members eligible to vote.

2. **Powers**: The Board of Directors shall have power to:

- a. Adopt and publish rules and regulations governing the Association's purpose to provide for the maintenance and upkeep of facilities at Georgene Subdivision and to establish penalties for the infraction thereof.
- b. To adopt and publish rules for the conduct of members of the Association for use of the Association property and to establish penalties for the infraction thereof.
- c. To have control and supervision of all easements in the Subdivision.
- d. To build and make improvements as the Board deems best suited for easements, playgrounds and swimming areas.
- e. To call special meetings of the Association to consider special subjects.
- f. To suspend the voting rights and right to use of Association Property of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.
- g. To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws.
- h. To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- i. To fill vacancies on the Board of Directors upon 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.

- j. To employ independent contractors or such other contractors as they deem necessary, and to prescribe their duties; and
- k. To provide for any and all payments to contractors, subcontractors, vendors, or the like shall be signed by no-less-than two (2) board members.
- l. To cause the the books of the Association to be audited annually by two (2) non-board members.
- m. To designate the depository in which funds of the Association shall be deposited.
- n. To prescribe additional duties for any of the officers or appointees in addition to those herein set forth.

3. **Duties**: It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting.
- b. Supervise all subcontractors or agents of this Association, and to see that their duties are properly performed.
- c. As more fully provided in these Bylaws, to:
  - i. Send written notice of each meeting to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period.
  - ii. File a lien against any property for which assessments are not paid within one (1) year after the first delinquent due date or to bring an action at law against the owner personally obligated to pay the same. In any action to enforce a lien against any property for assessments, the Association shall be entitled to collect its reasonable costs and attorney fees from owner of the property against which the lien is assessed. Any sums collected for assessments will be first applied to late fees, then interest then principal
- d. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If any certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

- e. Procure and maintain adequate liability and hazard insurance on property owned by the Association if the members deem it necessary to do so.
- f. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- g. Cause the Common Area and/or Association Property to be maintained and pay for the maintenance out of the Association funds.
- h. The Association shall pay indebtedness by check, bank draft, or debit card and the Manager and Treasurer shall be listed with the bank or financial institution in which Association money is kept. A payment requisition will be signed by the Manager to approve any payment.
- i. Manage the affairs of the Association.

## ARTICLE XII ASSESSMENTS

Members shall be responsible for the payment of Assessments which may be necessary to provide for the financial obligations of the Association as follows:

1. For the purposes of providing a general fund to enable the Association to exercise the powers set out herein, to maintain the Common Areas and Association Property, to render the services herein provided for and to enforce any provision of these Bylaws, all Lots shall be subject to an annual assessment which may be levied by the Association from year to year and shall be paid to the Association annually on or before September 1 by the respective Owners of the Lots subject thereto. The Association may elect to collect assessments as due or in monthly, quarterly, semiannual, or annual payments.
2. 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.
3. A written or printed notice, deposited in the United State Post Office with postage thereon prepaid, and addressed to the respective Owner at the last address listed with the Association, shall be deemed to be sufficient and proper notice for these purposes, or for any other purpose of this Declaration where notices are required.
4. Any assessment that remains unpaid after October 1 shall be considered delinquent and shall become a lien on the Lot against which it is levied. In the event of the failure of any Owner to pay an assessment by October 1; such assessment shall bear interest at the rate

of twelve (12%) percent per annum from and after the due date thereof. 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.

5. Each member is obligated to pay the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Any and all assessments which are not paid when due shall be delinquent and subject to any and all equitable/legal remedies for collection therein. If a delinquent assessment is not paid as required by these Bylaws, said assessment shall bear interest from the date of delinquency at the rate of 12 percent (12%) per annum, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property, and the Association shall be entitled to collect interest, costs, and reasonable attorney's fees of any such action which shall be added to the amount of such assessment.
6. The Association may at its discretion file certificates of non-payment of assessments in the Office of the Recorder of Deeds whenever such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the Owner of the Lot which is delinquent in assessments a fee of \$50.00; said fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fees shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.
7. Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been instituted for the collection of the delinquent assessments, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment establishing same.
8. There shall be 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.
9. Assessments shall not be levied on lots of the Dedicator until such time as they have once been transferred.

### **ARTICLE XIII** **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any members. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XIV**  
**VIOLATION HEARINGS**

Any Owner found or alleged to be in violation of these Bylaws may request a hearing to offer a defense to, or to explain extenuating circumstances regarding, the imposition of fines. To request a hearing the Owner must do the following:

1. The homeowner must complete a written Request for Hearing before the Board, which shall be mailed or delivered to the Board within 30 days of the imposition of the fine for any alleged violation. The Request for Hearing must contain the following information:
  - a. Owner's name and Address;
  - b. Owner's reasons, basis and defense for requesting the hearing;
  - c. A copy of all documentation supporting Owner's reasons, basis and defense for requesting the hearing.
  - d. The name of any attending witnesses who may testify at the hearing.
  - e. The homeowner's signature and date of the Request for Hearing.
2. The Board will permit the appealing Owner up to thirty minutes to explain the circumstances surrounding the violation and to provide grounds as to why the fine should be waived, reduced or cancelled.
3. Within seven (7) calendar days of the hearing the Review Board will mail or deliver written notice to the Owner of the Review Board's decision.
4. If the Review Board finds in favor of the Owner, it will advise the Owner as to whether the violation and/or the fines originally imposed are reduced, modified, or waived.
5. If the Board determines that the Owner's explanation or defense presented at the hearing was inadequate or otherwise unpersuasive 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.

**ARTICLE XV**  
**ENFORCEMENT**

The Association, the Board or any Member at his own expense shall have the right to enforce any violation of these Bylaws against any Defaulting Member, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens and charges now or hereafter imposed by the provisions of this Declaration or the Bylaws. Any monies received by any Member from a Defaulting Member or former Member on account of assessments levied by the Association, less all reasonable enforcement costs, shall be paid by such enforcing Member to the Association. Failure by the Association, the Board or by any Member to enforce any provisions

herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any such proceeding the Defaulting Member shall be required to pay the costs, expenses and attorneys' fees incurred for bringing such suits, and the costs of enforcement and filing of such liens. In addition, any member may request the board to take action regarding a violation of these Bylaws. Any request must include the specific information regarding the Owner or other person involved, the location, a description of violation and any other pertinent information. The request must be written, signed and dated, and presented to the Board.

#### **ARTICLE XVI** **NO CORPORATE SEAL**

The Association shall not have a corporate seal.

#### **ARTICLE XVII** **AMENDMENTS**

These Bylaws may be amended in the following manner: Any proposed amendment shall be submitted to the Board at least sixty (60) days before the annual meeting. The Board shall notify members at least thirty (30) days before the annual meeting of any proposed amendment. The amendment, if approved by a majority of those Members in attendance or by proxy at the annual meeting, shall become effective at the close of meeting.

#### **ARTICLE XVIII** **MISCELLANEOUS**

1. The fiscal year of the Association shall begin on the 1<sup>st</sup> day of August each year and end on the 31<sup>st</sup> day of July the following year.
2. Any work done by an Owner or the Owner's agent for the improvement of the Association, to the Common Elements, Association Property, or the docks, easements, or any other property of the Association: said work should be done on a voluntary basis. If the Owner completing or directing the work to be done seeks to be compensated for labor, use of equipment or work completed, then such compensation must be agreed upon in writing with the Board prior to the start of work.

#### **ARTICLE XIX** **GRANTEE'S ACCEPTANCE**

Each grantee or purchaser of any land described in Exhibit A shall, by acceptance of a deed conveying title thereto or the executing of a contract for the purchase thereof, accept such deed or contract subject to each and all of the provisions of these Bylaws and to the jurisdiction, rights.

powers, privileges and immunities of the Association or its assigns. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent to and agree to keep, observe, comply with and perform the covenants, conditions and restrictions contained in these Bylaws.

**ARTICLE XX**  
**SEVERABILITY**

Every provision of these Bylaws is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

**ARTICLE XXI**  
**ADOPTION OF BY-LAWS**

These Bylaws are hereby adopted pursuant to Section 19 of the BY-LAWS (AMENDED ARTICLES OF ASSOCIATION OF GEORGENE SUBDIVISION IMPROVEMENT ASSOCIATION AMENDED 8-31-2019) governing the Association which were filed at Book 824, Page 269 of the Camden County Recorder of Deeds Office, Camden County, Missouri.

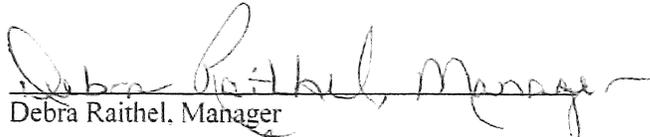
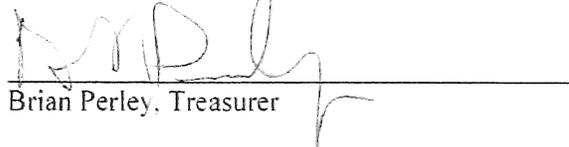
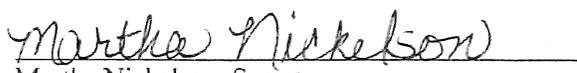
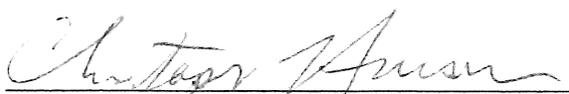
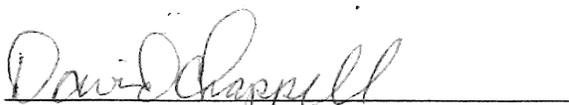
<u>Name</u>	<u>Date</u>
 Debra Raithel, Manager	<u>10-8-25</u>
 Brian Perley, Treasurer	<u>10-8-25</u>
 Martha Nickelson, Secretary	<u>10-8-2025</u>
 Christopher Hansen, Board Member	<u>10-08-2025</u>
 David Chappell, Board Member	<u>03-10-2025</u>



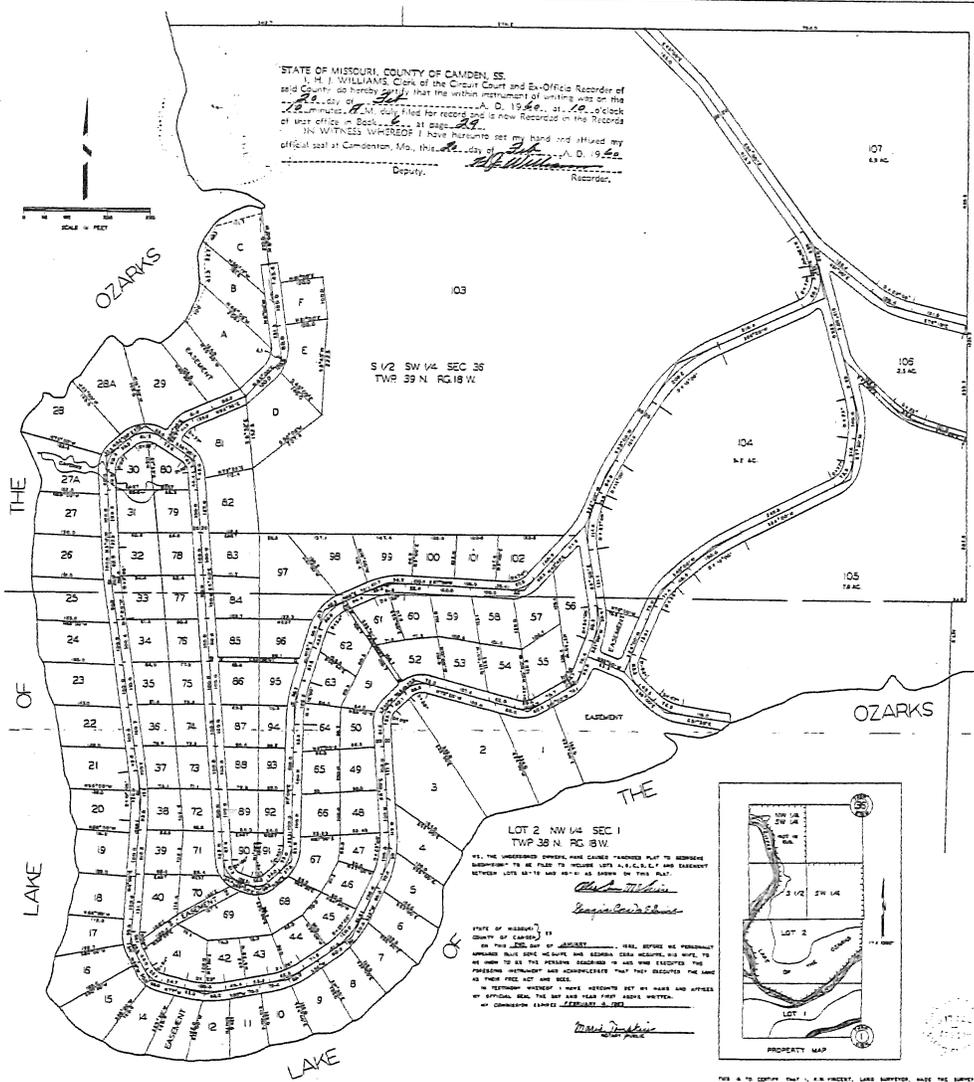








EXHIBIT A

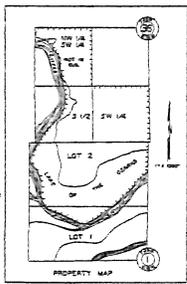


STATE OF MISSOURI, COUNTY OF CAMDEN, SS.  
 I, H. WILLIAMS, Clerk of the Circuit Court and Ex-Officio Recorder of said County, do hereby certify that the within instrument of conveyance on this 27th day of August, 1937, at 10:00 o'clock, A. D. 1937, at the office of my office in Book 11, at page 22, is now recorded on the Records.  
 IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at Camden, Mo., this 27th day of August, A. D. 1937.  
 Deputy, *H. Williams*  
 Recorder.

S 1/2 NW 1/4 SEC 35  
 TWP 39 N, RG 18 W

LOT 2 NW 1/4 SEC 1  
 TWP 39 N, RG 18 W  
 BY THE UNDERSIGNED OWNER, AND CALLED "AMENDED PLAT TO REVERSE SUBDIVISION" TO BE FILED TO INCLUDE LOTS A, B, C, D, E, F AND EXCEPT BETWEEN LOTS 24-27 AND 28-31 AS SHOWN ON THIS PLAT.  
*William Williams*  
*Georgia Cora Maguire*

STATE OF MISSOURI: ss.  
 I, the undersigned, Clerk of the Circuit Court and Ex-Officio Recorder of said County, do hereby certify that the within instrument of conveyance on this 27th day of August, 1937, at 10:00 o'clock, A. D. 1937, at the office of my office in Book 11, at page 22, is now recorded on the Records.  
 IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at Camden, Mo., this 27th day of August, A. D. 1937.  
 Deputy, *H. Williams*  
 Recorder.



THIS IS TO CERTIFY THAT I, H. WILLIAMS, CLERK OF THE CIRCUIT COURT AND EX-OFFICIO RECORDER OF SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF CONVEYANCE ON THIS 27th day of August, 1937, at 10:00 o'clock, A. D. 1937, at the office of my office in Book 11, at page 22, is now recorded on the Records.

### AMENDED PLAT TO GEORGENE SUBDIVISION

BY OLIVE CORA MAGUIRE AND GEORGINA CORA MAGUIRE

THIS IS TO CERTIFY THAT I, H. WILLIAMS, CLERK OF THE CIRCUIT COURT AND EX-OFFICIO RECORDER OF SAID COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF CONVEYANCE ON THIS 27th day of August, 1937, at 10:00 o'clock, A. D. 1937, at the office of my office in Book 11, at page 22, is now recorded on the Records.

THE UNDERSIGNED OWNER OF THE TRACT OF LAND DESCRIBED IN THE FOREGOING SURVEY, CERTIFICATE HAVE CAUSED THIS TRACT TO BE SUBDIVIDED INTO LOTS AS SHOWN ON THE ABOVE PLAT AND SAID SUBDIVISION IS HEREBY TO BE KNOWN AS "GEORGENE SUBDIVISION". THE LOTS AS SHOWN ON THE ABOVE PLAT ARE HEREBY DESIGNATED TO BE KNOWN AS "LOT 1", "LOT 2", "LOT 3", "LOT 4", "LOT 5", "LOT 6", "LOT 7", "LOT 8", "LOT 9", "LOT 10", "LOT 11", "LOT 12", "LOT 13", "LOT 14", "LOT 15", "LOT 16", "LOT 17", "LOT 18", "LOT 19", "LOT 20", "LOT 21", "LOT 22", "LOT 23", "LOT 24", "LOT 25", "LOT 26", "LOT 27", "LOT 28", "LOT 29", "LOT 30", "LOT 31", "LOT 32", "LOT 33", "LOT 34", "LOT 35", "LOT 36", "LOT 37", "LOT 38", "LOT 39", "LOT 40", "LOT 41", "LOT 42", "LOT 43", "LOT 44", "LOT 45", "LOT 46", "LOT 47", "LOT 48", "LOT 49", "LOT 50", "LOT 51", "LOT 52", "LOT 53", "LOT 54", "LOT 55", "LOT 56", "LOT 57", "LOT 58", "LOT 59", "LOT 60", "LOT 61", "LOT 62", "LOT 63", "LOT 64", "LOT 65", "LOT 66", "LOT 67", "LOT 68", "LOT 69", "LOT 70", "LOT 71", "LOT 72", "LOT 73", "LOT 74", "LOT 75", "LOT 76", "LOT 77", "LOT 78", "LOT 79", "LOT 80", "LOT 81", "LOT 82", "LOT 83", "LOT 84", "LOT 85", "LOT 86", "LOT 87", "LOT 88", "LOT 89", "LOT 90", "LOT 91", "LOT 92", "LOT 93", "LOT 94", "LOT 95", "LOT 96", "LOT 97", "LOT 98", "LOT 99", "LOT 100".

STATE OF MISSOURI: ss.  
 I, the undersigned, Clerk of the Circuit Court and Ex-Officio Recorder of said County, do hereby certify that the within instrument of conveyance on this 27th day of August, 1937, at 10:00 o'clock, A. D. 1937, at the office of my office in Book 11, at page 22, is now recorded on the Records.  
 IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at Camden, Mo., this 27th day of August, A. D. 1937.  
 Deputy, *H. Williams*  
 Recorder.