

**BY-LAWS OF
OSAGE HIGHLANDS HOMEOWNERS ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION
REVISED - MAY 28, 2024**

**ARTICLE I
NAME**

The name of the Association shall be OSAGE HIGHLANDS HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation.

**ARTICLE II
PURPOSES**

The prime purposes of this Association are as follows: **(A)** to provide for the maintenance, upkeep and operation of the water system; **(B)** to borrow or raise money for any purpose of the Association and to secure the same and the interest accruing on a loan, indebtedness, or obligation of the Association; **(C)** to do any and all of the things enumerated herein, for its own account, or for the account of others as the agent for others, or in association with others by or through others; **(D)** in general, carry on the other business in connection with each and all of the foregoing or incidental thereto, and to do things not forbidden by the State of Missouri and with all the powers and privileges now or hereinafter conferred upon an association of this kind by the laws of the State of Missouri.

**ARTICLE III
MEMBERSHIP**

Section 3-1. Members shall be each lot owner. There will be one vote per owner regardless of the number of lots owned. Members in good standing shall be entitled to vote to elect the Board of Directors. Membership in the Association shall be effective upon annual payment of dues.

Section 3-2. Upon the sale or transfer in any manner of ownership in the lots in the subdivision, the new purchaser will automatically be in the Association. Membership shall be transferable only by transfer of ownership of the lot in the subdivision. The Board of Directors will maintain an updated list of current lot owners.

Section 3-3. It is the responsibility of each member to notify the current OHHA secretary of any changes in ownership. New owners shall provide their name, mailing address, email address, telephone number and lot number within thirty days of closing.

ARTICLE IV

BOARD OF DIRECTORS

Section 4-1. The business of the corporation shall be managed and controlled by a Board of Directors consisting of five members. The terms of office for the Board of Directors shall be two years. At each Annual Meeting of the membership of the corporation, members of the Board of Directors shall be elected for a two-year term to replace any outgoing member(s) of the Board of Directors upon expiration of the terms of office of said outgoing members. Members of the Board of Directors may serve for not more than four consecutive two-year terms. The Board of Directors shall have a quarterly review of any unresolved business, utilizing correspondence via email, telephone, or video conferencing, as needed.

Section 4-2. In the event that a replacement election for any outgoing members of the Board of Directors has not been held at the designated expiration date of the director's term, the director shall remain a member of the Board of Directors until a replacement can be elected at a duly convened meeting of the members of the corporation.

Section 4-3. In case of a vacancy on the Board of Directors which occurs for any reason other than the ordinary expiration of a term of office, remaining directors by a majority vote shall elect a successor to hold office until the next Annual Meeting of the members of the corporation.

Section 4-4. The regular meeting of the Board of Directors shall be held following each Annual Meeting of the members. Special meetings of the Board of Directors shall be held whenever called by the president or member of the Board of Directors. The secretary or the president shall give notice of any special meeting by mailing a notice of the time and place of such meeting at least fifteen days prior to such meeting date. If all the directors waive notice of a special board meeting no notice of such meeting shall be required.

Section 4-5. The majority of the directors shall constitute a quorum for the transaction of business but, if at any meeting of the Board of Directors there would be less than a quorum present, the majority of those present may adjourn the meeting until there is a quorum.

Section 4-6. At the meeting of the Board or Directors, the president shall preside or, in the president's absence, the vice-president and in the absence of both, the directors shall elect a presiding officer for such meeting.

Section 4-7. Powers of Board of Directors shall be as follows:

A. To appoint and, at their discretion, remove or suspend employees, agents, and servants of the corporation for purposes of carrying out the object and purpose of the corporation.

B. To determine who shall be authorized to sign for, and on behalf of the corporation, checks, receipts, endorsements, contracts and other documents.

C. To provide for the management of the affairs of the corporation in such manner as they deem fit and in accordance with the wishes of the members of the corporation as determined at the annual or a special meeting of the membership; to provide for the carrying out of the purposes of the corporation for the maintenance, up keep, operation and improvements of said development and for the purposes of the corporation as set forth in the Articles of Incorporation and above.

D. To carry out such authority as is further granted to them by the members of the corporation specifically authorized at a duly convened membership meeting.

E. To assess and collect, during each year, from the membership of the corporation sums of money sufficient for the operation and carrying out of the purposes of the corporation.

F. **Management Company.** The Board of Directors reserves the right to hire a contracted management company or person to manage and conduct the operation of the Association. The President, Vice-president, Treasurer, Assistant Treasurer and Secretary may delegate their duties to the management company for the efficiency of operations.

(1) Commencing in 2024, annual dues for lots with dwellings are \$350 and vacant lots are \$175.

(2) Commencing in 2025, annual dues for lots with dwellings are \$535 and vacant lots are \$175.

(2) The dues assessment is due and payable at the Annual Meeting.

(3) Dues become delinquent after June 30 of the year due, and a \$10 per month late fee shall be assessed.

Section 4-8. Lien on Real Estate

A. The assessment provided for by Article IV, Section 7 hereof, shall become a lien on the real estate against which it is levied as soon as it is due and payable.

B. After June 30 of each year, the assessment shall become delinquent and payment may be enforced as a lien on said real estate and proceedings in any Court in Camden County, Missouri, having jurisdiction of suits for the enforcement of such liens. In any such proceeding the owner shall be required to pay the costs, expenses and attorney fees incurred for bringing such suits, enforcement and filing of such liens. The Association may, at its discretion, file a certificate of nonpayment of assessment after dues are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner, or owners, of the property described therein, all legal fees (for preparation of notice and release of notice and recording of both) which are 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 principal amount due. The owner of a lot being foreclosed or sued for collection of the assessment as provided herein shall be required to pay to the Association the assessment as

levied by the Association during the period of foreclosure or suit. In the event a suit is filed to collect delinquent assessments and/or to enforce any lien, the owner, or owners, shall also be required to pay to the Association the costs of suit, including all attorney fees. The Association shall have the power to bid at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same.

C. If the annual dues remain delinquent after June 30 of any given year and proper notification to the lot owner, or owners, of such lot in said subdivision, by certified mail, return receipt requested, or thirty days after mailing said notice by certified mail, Osage Highlands Homeowners Association, Inc., shall have the right to disconnect and discontinue water service to said lot, or lots, in Osage Highlands Subdivision, Amended Plat. If, and when, said lot owner, or owners, desire to reconnect to the water system of Osage Highlands Subdivision, in addition to paying said assessment plus interest at the maximum limit provided by law per annum from the date of delinquency until paid and the cost of collection, said lot owner, or owners, will also pay for any and all costs incurred by said Association in connection with having to disconnect and reconnect any lot or lots to the water system. All amounts due, including assessment, interest, collection costs, and all amounts expended by the Association in connection with disconnecting and reconnecting any lot, or lots, to the water system will be paid in full by the lot owner, or owners, prior to being reconnected to the water system.

Section 4-9. Covenant Running With the Land

The provisions of Sections 7 and 8 of Article IV herein shall be deemed to be covenants running with the land and shall be binding upon all of the owners of land in Osage Highlands, a subdivision in Camden County, Missouri, and their heirs, executors, administrators, personal representatives, successors and assignees.

ARTICLE V OFFICERS

Section 5-1. The officers of the Board of Directors shall consist of the president, vice president, secretary, treasurer and assistant treasurer. Only one member of a household can serve as an officer.

Section 5-2. The office of president shall be elected by the Board of Directors from among its own members for terms of one year or until a successor to such office is elected. The annual election of officers of the Board of Directors shall be conducted at the Annual Meeting of the Board of Directors.

Section 5-3. Any officer elected by the Board of Directors may be removed at any time by the affirmative vote of the majority of the entire Board of Directors.

**ARTICLE VI
PRESIDENT**

Section 6-1. The president shall be the chief executive officer of the corporation and subject to control of the Board of Directors. The president shall have general charge of the business of the corporation and shall preside at all meetings of the Board of Directors when present. The president shall see that all resolutions and orders of the Board of Directors are carried into effect and shall execute all contracts and agreements authorized by the Board of Directors.

Section 6-2. The president shall submit a report of the operation of the corporation for the fiscal year to the directors at their first Annual Meeting and to the members at their Annual Meeting.

**ARTICLE VII
VICE-PRESIDENT**

In the absence or disability of the president, the vice president shall have all the powers and shall be subject to all the duties of the president so long as such absence or disability of the president continues. The vice president also shall have such duties as may be conferred upon that office from to time by the Board of Directors.

**ARTICLE VIII
SECRETARY**

The secretary shall keep the minutes of all meetings of the Board of Directors and of all meetings of the membership. The secretary shall attend to the giving and serving of all notices of the corporation. The secretary will post the Annual Meeting minutes and Treasurer's Report to the Osage Highlands Homeowners' website (OsageHighlands.org) within 30 days of the annual meeting. These documents will be made available upon request.

**ARTICLE IX
TREASURER**

Section 9-1. The treasurer shall have the right to issue checks on the account of the corporation and the treasurer shall keep books of account as to monies paid to the corporation and shall give statement of account of the corporation at the Annual Meeting of the membership of the corporation.

Section 9-2. The assistant treasurer shall assist the treasurer.

**ARTICLE X
MEETINGS OF THE MEMBERSHIP**

Section 10-1. There shall be an Annual Meeting of the membership of the corporation on the Memorial Day Weekend of each year for the purpose of electing directors and for the transaction of other business as may be brought before said meeting. The meeting place shall be as agreed upon by a majority of the Board of Directors.

Section 10-2. It shall be the duty of the secretary of the Board of Directors to cause a notice of each Annual Meeting to be delivered to each corporation member by emailing those members who have given said Association their email address for the purpose of sending all Osage Highland Homeowners Association mailings or mailing a notice to the home post office address of each member as shown by the records of the corporation, at least fifteen days prior to any Annual Meeting and said notice shall give the date, hour and place of the meeting.

Section 10-3. Special meetings of the corporation membership may be held when called by the president of the Board of Directors, by a majority of the Board of Directors or by a written request/petition of one-third or more of the corporation members. Notice of any special meeting shall briefly indicate the topic, or topics, thereof and shall be given by the secretary to each member in the same manner as provided for the giving of notice of each Annual Meeting.

**ARTICLE XI
CORPORATION MEMBERSHIP MEETINGS**

The president of the Board of Directors and in the president's absence the vice president or any director of the corporation, may call a meeting of the corporation membership to order. At all corporation meetings, each property owner who is current with fees shall be entitled to one vote on any matter, regardless of how many lots owned, and that vote may be in person or by a written and signed proxy subscribed to by the lot owner or owners.

**ARTICLE XII
FISCAL YEAR**

For tax purposes, this corporation's fiscal year shall be on a calendar year basis unless changed by a majority of the Board of Directors. The operating year, however, shall commence on May 1 and terminate on April 30, to coincide with the collection of annual Association fees.

**ARTICLE XIII
BY-LAWS OF THE CORPORATION**

Section 13-1. The OHHA By-laws originally became effective upon adoption by a majority vote of the Board of Directors at a duly convened meeting.

Section 13-2. These By-laws shall now be altered, amended and rescinded by a majority vote of the membership present at such meeting when amendment, alteration and rescission is proposed and prior notice given. Revised by-laws shall be notarized (President's signature only required for notarization) and recorded at the Camden County Recorder's Office.

**ARTICLE XIV
COMPENSATION**

No director or officer shall receive compensation for any services rendered, provided that each shall be reimbursed for actual expenses based on submitted receipts; provided such reimbursement is approved by a majority of the Board of Directors.

**ARTICLE XV
RESERVATIONS, COVENANTS, AND RESTRICTIONS**

Section 15-1. General. Camden County Zoning Regulations take precedence over any by-law herein. Osage Highlands is zoned R-1.

- A.** No **outdoor toilets** shall be erected on any of said lots.
- B.** All **septic tanks** and or individual septic systems must meet all requirements set forth by the Missouri State Board of Health and herein.
- C. Animals.** No **livestock** shall be permitted on any of the lots in the subdivision. This includes, but is not limited to: chickens/fowl, cows, horses, goats, sheep, etc. Animals are only allowed as domestic pets and are not to be kept or raised for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. Upon the written request of an owner, the Board of Directors shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this Section, a particular animal is a "generally recognized house pet," or a nuisance. Any decision rendered by the Board of Directors shall be enforceable as other restrictions contained herein. Animals shall not be allowed loose or unsupervised in any part of the subdivision, and walking of pets shall be on a leash. All animal waste material produced by animals shall be removed and disposed of in a timely manner by said animal's owner.
- D.** The **recreation area** is dedicated to the use of all lot owners.

- E.** All lots in the Osage Highlands Subdivision are subject to utility **easements** and easements of record.
- F.** Use of the **boat ramp** is restricted to members of the Association. All members are required to show courtesy with cars and trailers at the boat ramp.
- G.** Members may park their **boat trailers** on the three sides around the perimeter of the recreation lot (keeping the front side empty) in an orderly fashion and clearly marked with lot number. No responsibility is accepted for these trailers by the Association. Members with trailers parked on the recreation lot are responsible for keeping the area around their trailers mowed and free of debris. It is the trailer owner's responsibility to cut the grass/vegetation around their respective trailer's area. Storage of boat lifts, vehicles, cargo trailers, etc. is not permitted on the recreation area's perimeter. Storage of watercraft trailers is allowed year-round. Approved at the 2024 Annual Meeting: "Winter storage" of watercraft on trailers is only permitted from Labor Day to Memorial Day. All aforementioned items in violation will be removed at the owner's expense.
- H.** **Meeting notices** should include possible agenda items. Agenda items may come from any member.
- I.** All **campers** on any lot in the subdivision must have a certified, approved, and self-contained septic system and must be taken to an approved dumping station for emptying. Campers are to be used as temporary residences during the construction of a permanent residence.
- J.** Any discretionary expenditure *over* \$10,000, excluding the water system, shall require the majority vote of all members of the Association.
- K.** The **roads and easements** thereto are the property of Camden County. There shall be no gravel or dirt removed from county roads or easements within the subdivision without the express written approval of the Camden County Road Commissioner.
- L.** There shall be no wholesale or retail **business** operated within the boundaries of the subdivision. This includes the breeding of animals for commercial purposes (i.e. dog breeding).
- M.** Members who wish to make a nuisance complaint shall do so to the President of the Board of Directors.
- N.** Lots are to be free of trash, garbage, refuse, and construction waste.
- O.** Vehicles that are in the process of repair are not to be set on blocks for more than one week.
- P.** All exterior projects on dwellings are to be completed within three months. This includes, but is not limited to: siding, skirting, roofing, windows, etc.
- Q.** Watercraft stored on member's lots shall be seaworthy. Dilapidated watercraft are not permitted to be stored on lots. The Board of Directors reserves the right to place a lien on a member's property if they are in violation after 30 days notice.
- R.** **Parking.** Members and their guests parking on the street must not park in such a way that blocks the passage of other vehicles driving on the roadway.

S. Recreational firearm use within the Osage Highlands Subdivision is prohibited. This includes target practice, hunting, etc.

T. Members who choose to lease their lot or dwelling are responsible for their tenants and any issues that may arise from their tenants. This includes long-term and short-term rentals.

Section 15-2. Dwellings and Buildings

A. All buildings shall be completed within one year after the start of construction and siding shall be approved material for exterior use.

B. Only one dwelling may be erected on a single lot.

C. All houses shall have not less than 800 square feet of floor space and shall have a solid foundation.

D. No dwelling shall be erected between the 10 foot minimum building line shown on the recorded plat and the contour elevation of 660 feet.

E. Mobile homes must be placed on solid foundations and have the appearance of permanent homes. The foundation area shall be fully skirted.

F. No mobile homes less than 12 feet in width will be allowed. All new mobile homes shall be double-wide homes; new single-wide mobile homes are not permitted.

Section 15-3. Association Water System

A. Water will be distributed to lot owners through the water system serving Osage Highlands Subdivision. The system consists of the well, the well pumping equipment, well house, pressure tank (all on Lot 71) and the distribution system located within the roads or easement thereto. The water system will meet current and future requirements of the Missouri Department of Natural Resources and will be designed and operated so as to remain currently licensed to provide water to the Subdivision. Currently, the well pump has a capacity of 100 gallons per minute and is set at 320 feet. The pressure tank has a capacity of 5,000 gallons; it has a diameter of 6 feet and a height of 24 feet. Final approval of the completed well and water distribution system was issued by the Department of Natural Resources, State of Missouri, on May 18, 1979. Each lot owner, upon the purchase of a lot is conveyed a 1/131 interest in the water system and well lot No. 71, which interest will be owned in common with the other lot owners in the subdivision.

Assessments for maintenance and operation of the water system are levied against each lot each year and are due and payable by the date of the Annual Meeting of the Association. "Hook-up fees" are levied separately and are due and payable when presented.

B. The Board of Directors reserves the right to contract with a local water service company to maintain and make repairs on Osage Highlands Subdivision's water system.

C. All persons must check with the contracted water service company before any work is done on water lines belonging to Osage Highlands Homeowners Association.

D. All materials used on water lines must be approved by the contracted water service company.

- E.** All work must be inspected upon completion by a representative of the contracted water service company.
- G.** Any work done without prior approval of materials and/or work on water lines may be dug up and inspected and replaced at the expense of the lot owner.
- H.** No one, other than authorized persons, shall operate any main water lines shut-off valves.
- I.** Each lot shall have its own, individual water tap off the main water lines. All individual water shut offs need to be readily accessible. If any individual water tap is covered following the May 2012 Annual Meeting making it not accessible when repair work is needed, the Association will need to uncover it at the homeowner's expense.
- J.** Upon approval by the Board of Directors, water taps/valves for new water service to a new dwelling will be paid for with OHHA funds. All installations of water taps or repair of taps or water lines shall have a six inch sand envelope.
- K.** In order not to interrupt or hinder the distribution of water throughout Osage Highlands, any major water leaks (those with water spewing above ground) found on privately owned properties will require immediate shut off by the Osage Highlands Homeowners Association water commissioner and **all** water leaks (major or slow) found on privately owned properties must be repaired by the owners of said property within 30 days of the discovery. If said leak is not repaired within the 30-day limit, the Water Commissioner of Osage Highlands Subdivision shall give the order for the repair and the owners shall be billed for the actual cost of the repair(s) including labor and materials. If Osage Highlands Homeowners Association is not reimbursed within 90 days of said billing, a lien for the billed amount plus 5% per annum shall be placed upon the property at the Camden County Courthouse, Camdenton, MO.
- L.** OHHA is responsible for maintenance and repair of all water problems up to the point of each member's connection. OHHA members are responsible for all water problems from the point of their water connection to their residence (and inside).

Section 15-4. Jointly Owned Lots and Water System

- A.** Each lot owner owns a 1/131 interest in the area designated as recreation area access easements, and well lot on the Osage Highlands Plat, as amended.
- B.** Southwest Electric Cooperative, a Missouri regulated public utility corporation, has an easement within the subdivision for the purpose of locating, constructing, operating and maintaining poles, electric lines and anchors for same in order to provide to each lot within the subdivision electric service. Said easement is set forth in an instrument recorded in Book 189 (at Page 335) records of Camden County, Missouri. The easement for the electric line is 20 feet in width, 10 feet on each side of an existing 7200 volt, single-phase electric line.
- C.** All sewer treatment systems must be installed and maintained according to Camden County specifications.
- D.** All individual wastewater facilities shall meet Missouri DNR and Camden County requirements for wastewater treatment. Failure to meet such standards is the responsibility of the property owner and not the OHHA. Disbursal lines shall be located at least 25 feet from the

nearest property line on individual lots containing more than 15,000 sq. ft. and, in the case of coupled lots sharing one treatment system, at least 25 feet from the exterior lot lines of the couplet, which couplet shall be considered as a single lot for these purposes.

**APPROVED BY THE BOARD OF DIRECTORS:
MAY 28, 2024**

Jim Moss- President

Curt Kelly - Vice-President

Rebecca Lane - Secretary

Alon Fisch - Treasurer

Dustin Pritchard - Assistant Treasurer

STATE OF Missouri, COUNTY OF Camden, ss.: On this day, personally appeared before me

_____ (print name), to me known to be the person(s)
**described in and who executed the within and foregoing instrument, and acknowledged that he/she
signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.**

Witness my hand and official seal hereto affixed this _____ day of _____,
_____.

Notary Public in and for the State of Missouri.

My commission expires _____