

COLE TURKEY ACRES MEMBERSHIP ASSOCIATION, INC.
26200 ESCAPADE LANE
WARSAW, MISSOURI 65355

BYLAWS – As approved at the Annual Meeting, September 12, 2020

ARTICLE I

OFFICES

Cole Turkey Acres Membership Association, Inc. (Association) may have such offices, within Benton County, Missouri as the Board of Directors may designate or as the business of the Association may require from time- to- time. The principal office of the Association will be located at the office of the Secretary of the Cole Turkey Acres Membership Association, Inc., 26200 Escapade Lane, Warsaw, Missouri 65355.

ARTICLE II

MEMBERS

Section 1: MEMBERSHIP

The owners of a lot or lots in Cole Turkey Acres, Inc., First Addition, Cole Turkey Acres Second Addition, Cole Turkey Acres Third Addition, Cole Turkey Acres Fourth Addition, Cole Turkey Acres Fifth Addition, Cole Turkey Acres Sixth Addition, and certain platted and unplatted blocks in the Seventh Addition, all located in Section 2, 10 and 11, Township 40, Range 21, in Benton County, Missouri, shall be members of the Association, conditioned only upon their compliance with the duly adopted Articles of Incorporation and Bylaws of this Association, and shall be entitled to vote for directors and trustees of this Association at the annual meeting of such members as provided by these Bylaws.

Section 2: MEETINGS

A meeting of the membership shall be held **each year in May on a Saturday to be determined by the Board of Directors** at the hour of 10:00 a.m. for the purpose of electing directors and trustees and for the transaction of such of such other business as may come before the meeting. A second meeting of the members may be held at the discretion of the Board or if there is business to be discussed on a Saturday at the hour of 10:00 a.m. in **October** for the purpose of updating the members on the year's events and for the transaction of such other business as may come before the meeting.

Section 3: SPECIAL MEETINGS

Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by a majority of the Board of Directors and shall be called by the President at the written request of not less than 10 percent (10%) of all the outstanding members entitled to vote at the meeting; provided, however, that special meetings shall be confined to the purpose stated in the notice of such special meeting.

Section 4: PLACE OF MEETING

The Board of Directors may designate any place with in Benton County, Missouri, as the place of meeting for any annual meeting or special meeting called by the Board of Directors or per written request of not less than ten percent (10%) of the outstanding members.

Section 5: NOTICE OF MEETING

Written or printed notice of the Annual meeting, stating the place, day and hour of the meeting shall be delivered at least thirty (30) days prior to the date of the meeting, by e-mail, addressed to the member at the email address provided by the member to the Association.

Section 6: VOTING LISTS

The office having charge of the membership books for members, all persons listed on the county list of property owners, the Association shall make, at least ten (10) days before each meeting of members, a complete list of the members entitled to vote at such meeting, thereof, arranged in alphabetical order, with the address of each voting member. Such list shall be kept at the office of the Association and shall be subject to inspection by any member at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member during the whole time of the meeting. The membership book shall be prima facie evidence as to who are the members entitled to examine such list or membership books or to vote at such meeting of members.

(a) Eligibility of Voting Members

No member shall be entitled to vote at the Annual meeting or any special meeting if that member is in arrears of any assessment levied against the member's property in Cole Turkey Acres by the Association. Assessments are considered delinquent for the previous year if not paid in full no later than thirty (30) days after the date of the "statement of Dues". Delinquent members are not eligible to hold any office in the Association.

(b) There will be no proxy or absentee ballots.

Section 7: QUORUM

Ten percent (10%) of the members of the Association entitled to vote, represented in person shall constitute a quorum at the meeting of the members.

**ARTICLE III
BOARD OF DIRECTORS**

Section 1: GENERAL POWERS

The Board of Directors shall manage the business and affairs of the Association.

Section 2: NUMBER, TENURE AND QUALIFICATIONS

The Directors of the Association shall be six (6) members. No person shall be eligible for the Board of Directors unless he/she is a property owner as outlined by the Articles of Incorporation. The number of directors shall be six (6) and the office of each thereof shall be (3) years until his/her successor shall be elected and qualified, with two (2) of the directors changing each year, except for the election of a director to fill an expired term.

Section 3: REGULAR MEETINGS

Regular meetings of the Board of Directors shall be held monthly or at such other times and such place or places as the Board may determine. Notice of all regular meetings shall be posted on the website and on the board outside the CTA office building at least twenty-four (24) hours prior to the time of meeting; provided, that notice of any meeting may be waived in writing by all the directors. A majority of directors (4) shall constitute a quorum at any meeting.

Section 4: SPECIAL MEETINGS

Special meetings of the Board of Directors may be called by or at the request of the President or by any two directors.

Section 5: TRUSTEES

At the annual meeting, **one trustee will be elected for a period of three (3) years.** No person shall be eligible to be elected as a trustee unless he/she is a property owner as outlined by the Articles of Incorporation and Article II, Section 7 of these bylaws. No member of the Board of Directors can serve as trustee, nor can a board member serve as trustee during the tenure in office of any trustee that will be required to audit the books of the Association for a period in which said board members served on the Board of Directors. In the event of a vacancy or vacancies the Board shall appoint a new trustee and determine the tenure of the new trustee.

Section 6: POWERS AND DUTIES OF TRUSTEES

At least two of the trustees shall audit the books of the Association annually prior to the annual meeting and give a written report of the audit to the President prior to the annual meeting each year. The report will be read prior to the Treasurer's report at the annual meeting.

Section 7: VACANCIES

When a vacancy on the Board of Directors or the trustees shall occur, other than by expiration of term, the remaining members of the Board, by a majority vote of four (4) shall fill the vacancy for the remainder of the year preceding the annual membership meeting.

Section 8: REMOVAL

Any director or trustee of the Association may be removed for cause, by vote of not less than four (4) of the directors present, at a regular monthly Board or at any special meeting called for that purpose. Such a director or trustee sought to be removed shall

be informed in writing of the charges preferred against him/her at least five (5) weeks before the meeting and at such meeting shall have an opportunity to be heard in person or by counsel and by witnesses thereto.

Section 9: ORDER OF BUSINESS

The order of business at the annual meeting and so far as is possible at all other meetings shall be:

1. Call to order and determination of quorum
2. Proof of due notice of meeting
3. Reading and disposal of minutes of the last Association meeting
4. Reports of officers and committees
5. Unfinished business
6. New business
7. Election of directors and trustees
8. Adjournment

All meetings, annual meetings, special called meetings and Board of Directors shall be run by Roberts Rules of Order. A copy of which shall be on hand at each meeting.

Section 10: BONDS AND INSURANCE

The Board of Directors shall ensure that all members of the Board and any other agent or employee charged by the Association with the responsibility for the custody of any of its funds or negotiable securities, to give adequate bonds. Such bonds shall be furnished by a responsible bonding company and approved by the Board of Directors and the Association thereof shall pay the costs. The Board of Directors shall also provide for the insurance of all property, which may be in the possession of the Association.

**ARTICLE IV
OFFICERS**

Section 1: ORGANIZATIONAL MEETING

The Board of Directors as provided in these bylaws shall elect officers of the Association annually at the first meeting of the Board of Directors held after each annual meeting of the members. The officers shall be President, Vice President, a Secretary, a Treasurer and such officers that the Board may consider necessary. Each officer shall hold office for three (3) years until his/her successor has been duly elected and shall have qualified or until his/her death, resignation or removal in the manner hereinafter provided.

Section 2: PRESIDENT

The President shall be the principal officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and coordinate all of the business and affairs of the Association. The President shall when present, preside at all meetings of the members and of the Board of Directors. The President may sign, with the

Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directions or by these bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and, in general shall perform all duties as prescribed by the Board of Directors from time-to-time.

Section 3: VICE PRESIDENT

In the absence of the President, or in the event of his/her death, or inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all of the powers of and be subject to all of the restrictions of the President. The Vice President shall perform such duties as from time-to-time may be assigned to him/her by the President or by the Board of Directors.

Section 4: SECRETARY

The Secretary shall:

- a) Keep the minutes of the member's meetings and of the Board of Directors meeting in one (1) or more books provided for the purpose;
- b) See that all notices are duly given in accordance with the provisions of these bylaws as required by law.
- c) To be custodian or the cooperate records and of the seal of the Association and see that the seal of the Association is affixed to all documents, the executive of which is duly authorized.
- d) Keep a register of the Post Office address of each member which shall be furnished to the Secretary by the Treasurer.
- e) Have a general charge of the membership books of the Association.
- f) In general, perform all duties incidental to the office of the Secretary and such other duties as from time-to-time may be assigned to him/her by the President or by the Board of Directors.

Section 5: TREASURER

The Treasurer shall:

- a) Have charge and custody of and be responsible for all sums and securities of the Association.
- b) Receive and give receipts for monies due and payable to the Association from any source whatsoever and deposit all such monies in the name of the Association in such banks, trust companies or depositories as shall be selected in accordance with Article V of these bylaws.
- c) In general, perform all of the duties incident of the office of Treasurer and such duties as from time-to-time may be assigned to him/her by the President or by the Board of Directors.
- d) The Treasurer shall require duplicate deposit slips for each deposit, retaining one (1) for his/her records.

- e) Keep a register of the post office address of each member which shall be furnished to the Secretary.
- f) Have general charge of the membership books of the Association.
- g) The office of the Secretary and the office of the Treasurer shall not be held by two members of the same household, nor shall the office of the Secretary and the office of the Treasurer be held by one (1) person, nor shall the two offices be combined.

Section 6: WATER DIRECTOR

The Water Director (here within called "Operator") shall be a certified operator holding a valid certificate equal to or greater than the classification of the water system. The Classification for Cole Turkey Acres is DS I.

The Operator shall:

- a) Manage, supervise and participate in the operation of the public water supply system of Cole Turkey Acres and will take all actions necessary to meet all requirements of state and federal law. Operator will abide by all Missouri Department of Natural Resources (MoDNR) regulations.
- b) Operator shall be present at Cole Turkey Acres while performing sampling and maintenance.
- c) Operator's duties and responsibilities will include, but not limited to:
 - 1. Updating the Cole Turkey Acres Emergency Operations Plan.
 - 2. Collecting all required monthly bacteriological routine, repeat, replacement and/or special samples according to MoDNR.
 - 3. Provide samples per the MoDNR provided bacteriological sampling schedule and deliver on time.
 - 4. Collect and submit all department required chemical monitoring, such as lead and copper sampling, during the monitoring periods established by MoDNR and prepare and deliver on time Consumer Confidence Reports which the Operator will distribute to Cole Turkey Acres members annually.
 - 5. Operator will conduct operational monitoring for Cole Turkey Acres as required by MoDNR regulations 10 CSR 60-4.080 (attached as an addendum to these bylaws)
 - 6. Operator will be on site for repairs required by the system and responsible for ensuring all main breaks and new mains are flushed, pressure tested, disinfected and sampled for bacteriological quality prior to being placed in service or returned to service, except for those instances when Operator is off site, at which time Cole Turkey Acres will provide a back-up Operator.
 - 7. Operator will ensure that the distribution system is operating with at least 20 psi with the exception of those times of either mechanical

- failure, scheduled maintenance down time, or instances beyond the Operators control, such as but not limited to, natural disaster.
8. Operator will report all violations of Missouri Safe Drinking Water Act to MoDNR as required by law and regulations.
 9. Operator shall report disinfectant residual level to MoDNR at the time of bacteriological sampling.
 10. Operator shall be available in case of emergency to arrive at the place of emergency within a reasonable time when the Operator is off site. Cole Turkey Acres will furnish a back-up Operator at which time the Operator is not available on site.
 11. Operator shall be a volunteer and have at least a Class 1 certification.
 12. Operator or Cole Turkey Acres Board of Directors shall maintain the right to terminate this contract upon 30 days notification.
 13. Acres Board of Directors who will obtain a substitute Operator to assume his duties and responsibilities.

Section 7: ROAD DIRECTOR

- a) The Road Director will be charge of maintaining and keeping in good operating condition all equipment used for the roads and water lines which belong to Cole Turkey Acres.
- b) He shall see that the roads are well maintained and obtain bids to contract for asphaltting, sealing, and patching as required and within budget.
- c) He shall oversee snow removal on Cole Turkey Acres roads.
- d) He shall see that the tree limbs and bushes along the side of the roads are trimmed back so as to not impede traffic.
- e) He shall clean out ditches (after first calling UDIG) to keep water flowing freely.
- f) He shall supervise the placing of culverts for members who purchase a new whistle for their drives.

Section 8: PARK DIRECTOR

- a) The Parks Director shall mow and clean up the park throughout the summer months.
- b) Shall keep the bathrooms open, cleaned, and stocked with toilet paper and soap and have a port-o-john available at the fishing dock at Lone Star Marina.
- c) Shall see that Ozark Disposal picks up the trash each week.
- d) Shall see that the swim dock, loading dock and fishing dock are all kept in good condition.
- e) Shall oversee the purchase and installation of signs in the park.
- f) Shall purchase and install buoys as needed.
- g) Shall pick up cash for use of our marina or designate someone to do it for him, turning the monies over to the Cole Turkey Acres Treasurer.

ARTICLE V
CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 1: **CONTRACTS**

The Board of Directors can enter into contracts with other person, corporations, associations or political subdivisions for the purpose of providing the services and maintenance heretofore described for the members of the Association in the Articles of Incorporation. However, the directors may not obligate the Association for more than Seventy-Five hundred (\$7500) above the cost of normal maintenance and services without the approval of the majority of the membership present and voting at either the annual or at a special meeting, unless for the asphaltting of the roads or an emergency situation on one or more of the water wells requiring immediate repair.

Section 2: **CHECKS, DRAFTS, etc.**

All checks, drafts, or other orders for the payment of money, notes, or other evidence of Association and in such manner as shall from time-to-time be determined by resolution of the Board of Directors.

Section 3: **EXPENSES**

The Board of Directors may also approve the expenses by prior authorization for normal office supplies, stamps and equipment. They may also authorize the expenses for Board of Director members for traveling on official business for the Association by approval of the Board of Directors for such travel.

Section 4: **DEPOSITS**

All funds of the Association not otherwise employed shall be deposited to the credit of the Association in such bank or other depository as shall be designated by the Board of Director at its first meeting following the annual meeting.

ARTICLE VI
MISCELLANEOUS

Section 1: **FISCAL YEAR**

The fiscal year of the Association shall commence on the first (1st) day of January and end on the thirty-first (31st) day of December of the same year.

Section 2: **PRINTING**

These bylaws, proceeded by the Articles of Incorporation of the Association, shall be prepared and a copy thereof made available to each member on the Cole Turkey Acres website.

Section 3: AMENDMENT

The bylaws may be altered, amended or replaced by a majority vote of the members present and voting at any regular meeting or at any special meeting for that purpose.

Section 4: SEAL

The corporate seal of the Association shall be circular in form and shall contain the name and post office address of the Association surrounding the word, "seal". This seal shall be kept by the Secretary of the Association and shall be affixed to any official documents that require it.

Section 5: LOCK BOX

A lock box shall be provided by the Association at the depository bank to hold all legal papers, documents or instruments of the Association, and the care of this equipment shall be the responsibility of the Treasurer. Both the President and Treasurer shall have keys and both shall be present when said lock box is opened.

Section 6: ASSOCIATION NEWSLETTER

The Association newsletter (Turkey Talk) will be posted on the Cole Turkey Acres website and available to all members in April, July, October, and (at the discretion of the Editor) possibly in January of each year. The Editor can be a Board member or a member at large with the Board reviewing the newsletter prior to mailing.

ARTICLE VII

**TRAFFIC, ZONING, BUILDING RESTRICTIONS AND RESERVATIONS FOR COLE
TURKEY ACRES MEMBERSHIP ASSOCIATION, INC.**

Section 1: REGULATIONS AND RESERVATIONS

The restrictions and regulations for Cole Turkey Acres, Inc., as filed by Ralph Allen and Marjorie Allen, for subdivision and (1) filed June 1, 1959, Second Addition, files April 28, 1960, and a modification for Second Addition in February 1961; Third Addition filed August 17, 1963; Fourth and Fifth Subdivisions filed February 14, 1966, for blocks 27 and 28 of Sixth Subdivision filed in 1968 and blocks 30 and 31 of the Seventh Subdivision and certain unplatted tracts located in Section 2 and 11, Township 40, Range 21, in Benton County, Missouri, filed November 7, 1968, are made a part of and are incorporated in these bylaws with the exception of Number 9.

Section 2: REGULATIONS

Regulations governing roads, docks, parking areas, ramps and parks shall be prepared and modified as conditions required them by the Board of Directors.

A. Houses, Garages, Basements types and usage

1. All dwellings constructed in blocks 2, 3, 5, and 6 shall contain at least 480 square feet of living space, exclusive of porches, car-ports and garages. Dwellings on all other lots shall contain at least 400 square feet of living space exclusive of porches, car-ports and garages. All plumbing for these dwellings will be made of plastic or copper only. No sprinkler systems shall be attached to the community water system per (MoDNR) regulations.
2. No manufactured or Mobile homes shall be placed on said lots for living purposes and no temporary or flimsy or unsightly buildings shall be permitted on any lot. All dwelling plans must be approved by the Board of Directors prior to being built, if changes are made after approval the resident must bring said changes back to the Board for approval of these changes prior to being built.
3. Garages must conform generally in appearance and material to the dwelling constructed on said lot. No garages are to be built except on lots where a dwelling of the size and type hereinafter described has been, or is being built.

B. Common areas (Parks and Fishing Dock)

1. The common areas such as the Park and the Fish Dock near Lone Star Marina are open from 5am to 10 pm. This also includes use of the boat ramps.
2. All guests in these common areas must be accompanied by a Cole Turkey Acres Resident or have a Cole Turkey Acres guest card in their possession.
3. The Swim beach to the left of the boat ramp shall be the only swimming area at the park. No Residents or guests are permitted to swim at the pier or boat ramp.
4. No fireworks may be used in these areas at any time.

C. Dock Permits – Ingress/Egress Permits

1. Ameren UE, Inc. Owner of the Lake of the Ozarks, requires that all docks located on their property have a proper Ameren UE dock permit.
2. Any member of the Association who owns lakefront property and wishes to locate a dock on Ameren UE water, adjacent to his/her property, will apply directly to Ameren UE Inc., for that permit.
3. Any member of the Association who wishes to locate a dock on Ameren UE water in the Association's cove will first determine that there is adequate space in the cove for that dock as specified in the Ameren UE

dock permit application, and will apply directly to Ameren UE, Inc., for that permit.

4. Ameren UE, Inc., requires that the Ameren UE dock permit application for a dock to be located in the cove to be accompanied by an Ingress/Egress permit (Attachment A) from the Board of Directors authorizing access across Cole Turkey Acres common ground to that dock. (Even though all the Association members are co-owners of that common ground, Ameren UE wants the assurance that all other members/co-owners grant the individual applicant member specific access.)
5. A sample Ingress/Egress permit shall be incorporated into these Bylaws as Appendix I, and other than insertion of the applicant's name, shall not be altered or reworded in any fashion, other than as set forth in Section 2, paragraph (A) above.
6. **The owner of a dock in Cole Turkey Acres cove is responsible for weed-eating and clean up in the area leading to that dock.**

C. Maintenance Equipment, Vehicles and tools

1. The Association may purchase certain equipment, vehicles and tools for the expressed purpose of maintaining and improving the Association's common grounds, community water system, community watershed/ditch system, and road repair and snow removal.
2. These purchases and resulting maintenance costs shall be governed by the guide-lines set forth in Article V, Section 1 and 2 of these bylaws.
3. Use of this equipment for any task other than that referred to in Paragraph (1) above must be authorized by majority vote of the Board of Directors when the task has been deemed appropriate and necessary for the common good of the total membership.
4. To minimize the Association's insurance expense and liability exposure, our equipment, vehicles and tools will be utilized or operated only by qualified persons, as designated by the Board of Directors. Use by an individual member, or designated operator for private tasks on private property are expressly prohibited, except as set out in Paragraph (3) above.
5. The equipment shall be kept safe and in proper working order at all times. A log shall be created and maintained on all wheeled and/or fuel powered equipment, vehicle or tool for the purpose of audit, inventory and proper maintenance. This log should detail the hours or miles in service and fuel consumption. The Board of Directors shall designate at least one of the officers to oversee these responsibilities. When not in use, the equipment will be stored inside the Association maintenance

building, or on the grounds at that location. Again, for insurance purposes, the equipment must not be stored on private property other than that owned by the Association.

D. Administrative and Office Equipment

1. The Association may purchase certain equipment for the express purpose of assisting the Board of Directors in managing the business and affairs of the Association.
2. These purchases and resulting maintenance costs shall be governed by the guidelines set forth in Article V, Sections 1 and 2 of these bylaws.
3. Use of this equipment for any task other than that referred to in paragraph (1) above must be authorized by majority vote of the Board of Directors when that task has been deemed appropriate and necessary for the common good of the total membership.
4. The equipment shall be the responsibility of the Officers of the Association. It will be kept in proper working order at all times and in a location deemed appropriate by the Board of Directors.

E. Animals, Birds, livestock and Insects

1. No member of the Association shall keep any animal, bird, reptile, livestock or insects on his/her property within the Association community, other than those defined as personal domestic pets.
2. Members of the Association are expressly prohibited from keeping any of the following on their property for any reason:
 - a) Wild life or endangered species of any kind.
 - b) Exotic animals, birds, reptiles or insects of any kind, unless domesticated, and not a potential threat to the wellbeing of the members of the community.
3. The appropriate number of domestic pets for any member's household shall be one pet per permanent household occupant.
4. No animal, bird, reptile, livestock or insect of any kind may be kept on any Association member's property for the specific purpose of lodging for fee, breeding or sale. This activity would constitute a business, which is expressly prohibited by the **Restrictions and Reservations for Cole Turkey Acres, Inc.**, as filed by Ralph Allen and Marjory Allen, the original developers.
5. All domestic pets owned by an Association member, and those owned by visitors to a member's property, must be confined to the boundaries of the member's property, and shall not be allowed to run free throughout the community. Whenever a pet is allowed off the member's property it must be **kept on a leash**, accompanied by the

owner, or someone to whom he/she has delegated responsibility for the behavior of that pet. Ultimately, the Association member shall be held responsible for the behavior, **clean up** and actions of his/her pet, or any pet owner by an invited visitor to his/her property.

6. The property owners of the home who a dog that is continually running loose, or other such violations noted in number (5) above shall be sent written notice of such nuisance. If the problem is not corrected they shall be fined \$25.00 the first time and \$50.00 for each succeeding time they are notified. The fines will be added to their annual dues.

F. **Travel Homes, Travel Trailers, Recreational Vehicles, Boats and Boat Trailers**

1. A travel home, trailer or RV owned by an Association member may be parked or stored on that member's property when not in use. It is preferable that the item be parked or stored in such a manner so as to be inconspicuous from the street view of his/her property. The parking or storing of these items should not detract from the property value of his/her neighbors and fellow Association members.
2. No travel home, trailer or RV may be occupied by any person or persons while on the member's property, and may not be connected to water, electrical or sewage system at any time.
3. No travel home, trailer or RV may be parked or stored on any common ground of the Association.

G. **Operation of Motor Vehicles – Speed Limits**

Speed limits are posted within the Association community for the safety and wellbeing of all members and especially our children. It is expected that all Association members will respect the safety and wellbeing of their fellow members by operating their motor vehicles to include motorcycles, UTVs and golf carts within the community in a safe and reasonable manner, obeying the posted speed limits. Only residents and guests 16 years and older can drive any type of vehicles in our community. It is expected that all Association members will ask their invited guests and visitors do the same.

H. **Operation of a Commercial Business**

No commercial business which requires traffic to and from that property, licensed or unlicensed, shall be operated within the

boundaries of Cole Turkey Acres or use an address within the boundaries of Cole Turkey Acres. Commercial vehicles shall not be parked on home owner's property unless they are used for daily commuting to a job. There shall be no visible signs erected that advertise a commercial business other than a real estate sign that is offering that property for sale.

I. Abandoned, Neglected or Distressed Property

1. Vehicles and Trailers

- a. Motor Vehicles, Watercrafts, Boats, Boat and Watercraft Trailers, Trailers, R.V.s, Campers and any other similar property requiring registration and/or licensing for operation in the state of Missouri shall not exceed 3-months from the date of expiration of required licensing/registration. Said vehicles must also be operable, road/sea worthy.
- b. Any member in violation will be notified by letter of the unacceptable condition/s. Such conditions must be remediated within 3 months from the date of the letter. Failure to fix the problem will result in an assessment of \$500, per unacceptable condition. The assessment of \$500 will not be waived or excused after the initial 3-month period and a lien will be filed against the property for the amount of the assessment, if not paid within 10 calendar days of the expiration of the initial 3-month period. The cost of filing the lien will be added into the assessment. Additionally water service for that property will be shut off.
- c. Unacceptable conditions that continue to exist will be assessed an additional \$500 at the end of each 3 months after the initial 3-month period, until the unacceptable conditions/s is/are resolved to the Board's satisfaction. The assessment of \$500 will not be waived or excused after each 3-month period and a lien will be filed against the property for the amount of the assessment, if not paid within 10 calendar days or the expiration of the second and subsequent 3-month periods. The cost for filing the lien will be added into the assessment.
- d. These procedures will be outlined in the initial letter and 1 additional letter. The violator will only receive 1 additional letter at the end of the initial 3-month period.

- e. If requested in writing, the Board will try to assist any member to find local resources, such as tow trucks, Auctioneers or some agency that may be able to remedy the unacceptable condition/s. However, the responsibility to facilitate any action and any associated cost, remains completely with the property owners and not the Board.
- f. Members in good standing who have an operable/registered boat or watercraft may choose to not license the associated trailer for that said boat/watercraft, provided the trailer is fully functional and the operable and registered boat/watercraft is stored on the trailer when it is not in the water.

2. Abandoned, Neglected or Distressed Property

a. Buildings and Structures

- i. Applies to all structures including homes, garages, sheds, fences, retaining walls and other manmade structures.
- ii. All living facilities must have a septic system approved by the county, when newly constructed or when undergoing repair or replacement.
- iii. Unacceptable scenarios include, but not limited to structural issues:
 - a) Incomplete construction beyond normal or reasonable completion times (anything beyond a delay of 6 months).
 - b) Common deteriorated structures issues would include leaking roofs, missing roofing materials, broken windows, rotting or decaying siding or materials, water leaks, sanitary system leaks or breaches to the outer exterior surface, flaking exterior paint exposing the siding or sheathing, excessive sagging of roofs, walls, foundation and other structural components, decks, porches, deteriorated doors, windows and trim etc.

- c) Infestation of animals and/or insects.
 - d) Any conditions rendering the structure unsafe or unfit for human occupancy or use.
- iv. The Board will send a formal letter, stating the violations and the assessment amount (to be determined by an assessment schedule (appendix II) associated with the various violations, and a range of \$250 to \$1000), the “violation” will be given 6 months to remedy the violations. If the violations are not suitably remedied, a lien will be filed against the property for the amount of the assessment.
 - v. Unacceptable conditions that continue to exist will be assessed an additional and equal assessment amount at the end of each 6 months after the initial 6-month period, until the unacceptable condition/s is/are resolved to the Boards’ satisfaction. The assessment amount will not be waived or excused after each 6-month period and a lien will be filed against the property for the amount of the assessment, if not paid within 10 calendar days of the expiration of the second and subsequent 6-month periods. The cost of filing the lien will be added onto the assessment.
 - vi. These procedures will be outlined in the initial letter and 1 additional letter. The violator will only receive 1 additional letter at the end of the initial 6-month period.
 - vii. The assessment and lien will be repeated every 6 months, without notice and without the initial 6 month remedy period. The assessment will include the cost of filing the lien.
 - viii. If requested in writing, the Board will try to assist any member to find local resources that may be able to remedy the unacceptable condition/s and violations. However, the responsibility to facilitate any action and any associated cost, remains completely with the property owners and not the Board.

Section 3: ASSESSMENTS

- A. The Board of Directors shall recommend the assessments to be made against each member and lot owner for the cost of maintenance for roads, water service and administrative expenses and approved or changed by vote of the membership.
- B. In the event any lot owner or member shall fail, neglect or refuse to pay the assessment or fines as levied by the Board of Directors, within 30 days after receipt of assessment dues notice will be assessed a twenty percent (20%) late charge. The unpaid amount shall be and become a lien against the lot owner and member. Any unpaid assessments will be collected before the transfer of property at the time of sale.
- C. If the Association is required to use a collection agency or attorney to collect money owed, the owner agrees to pay the reasonable costs of collection. These costs include but are not limited to any collection agency's fees, reasonable attorney fees and arbitration or court costs.
- D. In the event that any lot with or without a house, in which all assessments are not paid by, within ninety (90) days after date of assessment dues notice, succeeding the date of the levy of said assessments, there will be no water service connected until all assessments against any property owner by said member(s) have been paid in full. That if all assessments have not been paid in full by the above specified time, then the Association by and through majority of its Board of Directors shall disconnect all water service supplied by the Association to said property until said assessments are paid in full. If the water service has been disconnected due to non-payment of assessments, there will be a service charge of one hundred fifty dollars (150) to turn it back on. If a new additional hookup is needed, contact a Board member for an up-to-date list of charges for putting in a new line.

Section 4: BOARD OF DIRECTORS ASSESSMENTS

The Board of Directors shall not be charged assessments on one lot with a house for each year that they serve on the Board. Starting with the month in which they are elected or appointed to fill the unfinished term of a leaving Director, they shall be refunded 1/12th of the eligible dues for each month they serve. In the event they resign or are removed from the position before the completion

of their term, the assessment will be prorated 1/12th for each month not served and they will be billed for that amount.

Section 5:

MEMBER MAILING ADDRESS

It is the responsibility of the property owner to keep the Association informed of their current mailing address. Not having a current address or non-receipt of the statement of dues shall not negate the late charges if the dues are not paid within the stated time.

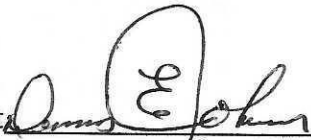
Number of votes 38 Yes 38 No 0

Voted on 9/12/2020

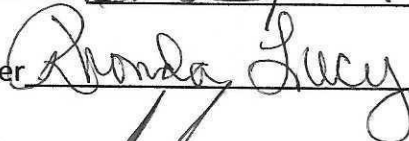
Approved on 9/12/2020

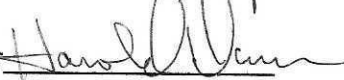
Disapproved on _____

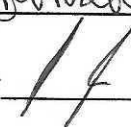
President 

Vice President 

Secretary 

Treasurer 

Roads Director 

Parks Director 

Cole Turkey Acres Membership Association, Inc.
26200 Escapade Lane
Warsaw, Missouri 65355
Ingress-Egress Permit

This permit is granted to _____

CTA Address _____

Ingress/Egress Permits are only available to a Cole Turkey Acres Member, who is a homeowner, (this excludes lot owners) and a member in good standing. An Ingress/Egress Permit and an Ameren dock permit are required for any dock space approved by the Board of Directors in the Cole Turkey Acres cove or any nearby area requiring travel over Cole Turkey Acres common grounds. No Ingress/Egress permit will be approved without attached drawings showing where the dock will be placed, configuration of the dock or what modifications are to be made to an existing dock, and the physical relationship to other adjacent docks. The drawing will be in accordance with the Ameren guidelines. The completed application for an Ameren dock permit with the drawing and a signed (by the applicant) Ingress/Egress Permit are submitted to the Board for approval. Once it is approved and signed by the Board Members, a copy will be given to the applicant for submission to Ameren. Ameren will not approve/issue a dock permit without a valid Ingress/Egress Permit from the Board of Directors.

Where more than one member is a co-owner of the dock, an additional Ingress/Egress Permit is required for each owner. This requirement does not mean that family members or residents with same CTA address all need a permit, but that each household owning a portion of a dock requires a permit.

This permit is for the express purpose of allowing ingress and egress, across Cole Turkey Acres Membership Association common grounds, to access their boat dock located in the Cole Turkey Acres Cove or nearby area. This permit shall include members of the immediate family residing in his/her household, and temporary guests visiting that household. This permit is a "grant of permission" and does not convey any rights to property and can be revoked or cancelled by the Board of Directors at any time. If this Ingress/Egress permit is not utilized fully and all work completed per the submitted drawing and paperwork within 12 months from the date of approval by the Board, it is deemed null and void. If this occurs, the space for the proposed dock will be placed in a lottery for other members and will no longer be available to that member, including the lottery for this space.

This permit is conditional upon the issuance of a valid permit for the dock by Ameren UE, Inc., owner of the Lake of the Ozarks, the property on which the dock is or will be located. Should Ameren UE, Inc., reject their dock permit application for any reason, this permit shall become null and void. Should Ameren UE, Inc., at any time in the future rescind the Ameren UE dock permit, for any reason, this permit shall become null and void. The member must notify the

Board of Directors immediately if Ameren rejects or rescinds a dock permit related to this Ingress/Egress permit.

There will be a minimum of five feet between adjacent docks, measured from the greatest width, including the roof or other projections. Cables, mud-poles or other approved methods must be used to prevent docks from moving more than two feet laterally, in the direction of adjacent docks. NOTE: If the dock's access ramp is secured at the shoreline, some slack in the cable is required to prevent ramp, dock or anchorage damage, due to the low/no water conditions of the winter or "off" season. This is determined by the length of the ramp and the depth of the water, beneath the dock flotation, at full pool. 6" to 14" is probably sufficient.

The member will submit the approved ingress/egress permit, along with the drawings and Ameren dock application, to Ameren. If approved by Ameren the member must provide a copy of the approved permit to the Board of Directors for filing, within 30 days of receipt.

Should the member, for any reason, at any time in the future, terminate, his/her membership in Cole Turkey Acres Membership Association, this permit shall become null and void. If annual membership dues are not paid within six months of the due date, this Ingress/Egress Permit will be declared null and void and Ameren will be notified to terminate their permit.

The Association will not provide utilities to any dock in this area. Addition of utilities to a dock require application of for a new ingress/egress permit and a new application to Ameren for the modifications. All utility work must strictly conform to and be continuously maintained to Ameren's requirements. Dock owners are liable for any accidents arising from their docks.

THIS PERMIT IS NOT TRANSFERABLE. It is exclusively to those persons to whom it was granted. Should he/she wish to transfer ownership of the dock itself and/or permit for the space on which it is located in Cole Turkey Acres Cove, then the procedures and requirements, outlined in the previous paragraphs must be completed.

Leasing or renting a current permitted dock or portion, can only be from one member to another member and an ingress/egress permit for the renter must be applied for and approved. A copy of the lease or rental agreement will be submitted to the Board along with the Ingress/Egress Permit application. These actions must be completed and approved, prior to any lease or rental agreements. Failure to do so, can result in a loss of the member's dock space.

The member understands that Cole Turkey Acres Membership Association holds no interest in and has no regulatory influence over the property, Lake of the Ozarks, owned by Ameren UE, Inc., on which their dock is located. Any lawsuit arising from any activity on, or regulation of the property will not involve this Association, unless a majority vote of the Cole Turkey Acres Membership Association deems it appropriate the Association become involved in that dispute.

The holder of this Ingress/Egress Permit agrees to keep the entire frontage area leading to their dock clear of weeds and debris and to clean-up trash or debris at the shoreline in that area. Members will be charged an additional fee on their annual dues should the Board of Directors find it necessary to hire a person/firm to perform these tasks, should the member fail to complete the mowing, weed-eating, clean-up, on a regular basis. Persistent failure to do so can result in the termination of the Ingress/Egress permit and subsequent rescission of the Ameren dock permit.

If the dock as described in this permit is to be modified in any way, the CTA member/owner is to contact the Board of Directors to obtain a new Ingress/Egress Permit and attach the modifications to said permit. If and when this is approved, he/she then must contract Ameren to get the modification approved, as outlined above. Docks must be continuously maintained to safe, usable conditions and in accordance with the attachments and conditions set forth in the Ameren Permit, at all times. Failure to comply with these conditions can result in the termination of the Ingress/Egress permit and subsequent rescission of the Ameren dock permit.

This Ingress/Egress permit shall supersede any previous ingress/egress permit that may have been issued previously to the Cole Turkey Acres Membership Association member.

The member(s) indicated by his/her signature that they understand and agree to all of the above.

_____ Date: _____
Member's Signature

Cole Turkey Acres Membership Association Board of Directors:

APPROVAL DATE _____

President

Vice President

Treasurer

Secretary

Parks Director

Water Director

Roads Director

Cole Turkey Acres Membership Association, Inc.
26200 Escapade Lane
Warsaw, Missouri 65355
Assessment schedule

The following is a list of unacceptable scenarios including, but not limited to structural issues in Section 2: Regulations, Paragraph I, subparagraph 2, letter iii of the Cole Turkey Acres Membership Association, Inc Bylaws Revised September 12th 2020 and a list of assessments per scenario.

1. Incomplete construction beyond normal or reasonable completion times (anything beyond a delay of 6 months) will result in an assessment of \$250.00 for the initial 6 month period and for each subsequent 6 month periods until resolved.
2. Common deteriorated structures issues would include flaking exterior paint exposing the siding or sheathing, leaking roofs, missing roofing materials, broken windows, rotting or decaying siding or materials, water leaks will result in an assessment of \$250.00 for the initial 6 month period and for each subsequent 6 month period until resolved.
3. Sanitary system leaks or breaches to the outer exterior surface, excessive sagging of roofs, walls, foundation and other structural components, decks, porches, deteriorated doors, windows and trim will result in an assessment of \$500.00 for the initial 6 month period and for each subsequent 6 month period until resolved.
4. Infestation of animals and/or insects will result in an assessment of \$500.00 for the initial 6 month period and for each subsequent 6 month period until resolved.
5. Any conditions rendering the structure unsafe or unfit for human occupancy or use will result in an assessment of \$1000.00 for the initial 6 month period and for each subsequent 6 month period until resolved.

Appendix II