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Kathy Plemmons
Recorder of Deeds

COVER SHEET

TITLE OF DOCUMENT: 2d. Amendment to Declaration of
RESTRICTIONS AND HOME ASSOCIATION
DATE OF DOCUMENT: Declaration for OSAGE NATIONAL RESIDENTIAL
COMMUNITY
19 OCT 2024

GRANTOR:

OSAGE NATIONAL COMMUNITY ABSN

GRANTEE:

OSAGE NATIONAL COMMUNITY ABSN

GRANTEE MAILING ADDRESS:

195 Eagle Rock Ave
LAKE OZARK, MO 65049

LEGAL DESCRIPTION LOCATED ON PAGE _____

REFERENCE BOOK & PAGE OF PREVIOUS DEED _____

REASON FOR RE-RECORDING:

**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND HOMES ASSOCIATION DECLARATION
FOR OSAGE NATIONAL RESIDENTIAL COMMUNITY**

This amendment to the Declaration of Restrictions and Homes Association Declaration, dated 3 March 2005, and to the First Amendment to Declaration of Restrictions and Homes Association Declaration, dated 21 September 2008, for Osage National Community Association (the "Amendment") is made and entered into as of the 19th day of October 2024, by Osage National Community Association, a Missouri not-for-profit corporation (hereafter referred to as the "Association").

A. WHEREAS, Everett Holding Company executed that certain Declaration of Restrictions and Homes Association Declaration for Osage National Residential Community (Amended and Restating the Declaration of Covenants Conditions, and Restrictions for North Port at the Lake), dated March 3, 2005 and recorded in the office of the Recorder of Deeds of Miller County, Missouri on March 15, 2005 at Book 2005, Page 1430 and re-filed on March 29, 2005 as Document Number 2005-1430 (as amended and supplemented from time to time, the "Declaration") encumbering certain real property described therein and set forth on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

B. WHEREAS, Osage National Residential Holdings, LLC, a Missouri limited liability company, was the successor in interest to Everett Holding Company pursuant to that certain Assignment of Developer's Rights effective June 1, 2005, and recorded in the office of the Recorder of Deeds of Miller County, Missouri on December 13, 2006, as Document Number 2006-7959; and

C. WHEREAS, Osage National Residential Holdings, LLC, has relinquished its right as developer to Osage National Community Association as of April 16, 2021; and

D. WHEREAS, the Association desires to amend the Declaration as set forth herein,

NOW THEREFORE, inconsideration of the premises, the Association hereby declares for itself and its successors, grantees, and assigns:

1. Article II, Section 1(a) of the Declaration is hereby amended as follows:

(a) The word "Association" is substituted for the word "Developer."

2. Article II, Section 2(a) of the Declaration is amended to read as follows:

(a) The Architectural Control Committee (ACC) will be composed of the Board of Directors of the Association (Board of Directors), or a subcommittee designated by it. Vacancies occurring on the ACC will be appointed by the Board of Directors. Neither the ACC, nor its designated representatives, are entitled to any compensation for services performed pursuant to this covenant.

3. Article II, Section 3(e) of the Declaration is amended to read as follows:

(e) No fencing shall be permitted upon any lot unless such fencing has been approved in writing by the ACC. Fences will be built with methods and materials that harmonize with external design of buildings in the district. No privacy fences are allowed. No fence shall exceed 48 inches in height unless specifically approved by the ACC. No animal pens or runs shall be permitted.

4. Article II, Section 3(g) of the Declaration is amended to read as follows:

(g) Each lot located in the Single-Family Zone shall be used for only single-family residential purposes. The Board of Directors may establish rules and regulations for the use of a portion of a home by the Owner thereof in furtherance of his or her occupation; provided, that such use shall not otherwise result in the violation of these restrictions or permit advertising (on or off site) or visitation by customers or clients at the home; and provided, that use of any Lot or Unit for day care (child or adult) purposes is prohibited.

5. Article II, Section 3(n) of the Declaration is rescinded.

6. Article II, Section 3(v) of the Declaration is amended to read as follows:

(v) Any property owner or property subject to the restrictions herein set forth may construct, for their personal use, one in-ground swimming pool or hot tub, the design and materials of which shall be subject to the approval of the ACC. No above ground swimming pools shall be permitted. Above ground hot tubs located on decks attached to the structure or concrete pads next to the structure may be allowed subject to ACC approval.

7. Article II, Section 3(s) of the First Amendment to the Declaration is amended as follows:

(s) No tanks for the storage of oil, propane gas or other gas or fluids may be maintained on any Lot above or below ground except that underground tanks for the storage of propane solely for the use of the residence constructed on the Lot may be allowed with prior approval of the ACC.

8. Article II, Section 3(z) of the Declaration is amended to read as follows:

(z) Except as set forth herein, no sign of any type shall be erected, placed or maintained on any Lot or Unit or on any vehicle, camper, motor home etc. located on a Lot without the prior approval of the ACC. Subdivision entry signs and directional signs may be erected and maintained by the Association. A sign advertising the sale of a Lot, Unit or residence may be placed upon a Lot, Unit or residence only if such sign conforms to the uniform advertising sign standards adopted by the Board of Directors. For purposes hereof, a "sign" includes any mark, symbol, word(s), drawing or other methodology intended to communicate a message to the viewer.

9. Article II, Section 3(ee) of the Declaration is rescinded:

10. Article II, Section 3(gg) of the Declaration is rescinded:

11. Article III, Section 1 of the Declaration is amended to read as follows: The Owners of all of the land hereinabove described, together with the Owners of any other land that may be from time to time be made subject to all of the terms and provisions of this Declaration in the manner hereinafter provided for, shall be the members of an association, to be known as the "OSAGE NATIONAL COMMUNITY ASSOCIATION", or such other name as may be adopted by the Association. The Association has been incorporated under the laws of the State of Missouri as a not-for-profit corporation. Membership in the Association shall be limited to Owners of land within the boundaries of the district as it exists from time to time, as hereinafter set forth.

12. Article III, Section 2(a) and 2(a)(i) of the Declaration is amended as follows:

(a) The Association shall have one class of membership known as Class A members.

(i) Class A. Each owner of a Lot in the District shall be a Class A member. Each Class A member in good standing shall be entitled to one vote for each Lot owned by such member. When more than one person holds such interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, however, in no event shall more than one vote be cast with respect to any one Lot.

13. Article III, Section 2(a)(ii) of the Declaration is deleted.

14. Article III, Section 2(f) of the Declaration is amended as follows:

(f) Unless the context clearly indicates to the contrary, decisions by the Association described herein require approval of the requisite percentage of all Class A members.

15. Article III, Section 6(a)(i) of the First Amendment to the Declaration of Restrictions is amended to read as follows:

(a) General Fund. For the purpose of providing a general fund to enable the Association to exercise its powers to maintain and improve the property and provide such services as are needed, each lot within the district owned by a Class A member shall be subject to an annual general fund assessment.

16. Article III, Section 6(b) of the Declaration is amended to read as follows:

(b) Annual Assessment: The Board of Directors will establish the amount of the annual assessment. The Board of Directors may permit collection of the annual assessment on a quarterly or semiannual basis. The maximum amount of the annual assessment may not be increased by more than 10% from the previous year without approval of a majority vote of Association members eligible to vote. Further, the annual assessment may not be increased 2 years in a row without membership approval.

17. Article III, Section 6(c) of the Declaration is amended to read as follows:

(c) Special Assessment: The Association shall be empowered to levy and collect a special assessment for capital improvements or repairs in such amounts as approved by a majority vote of the members eligible to vote at a meeting called for that purpose.

18. Article III, Section 6(d) of the Declaration is amended to read as follows:

(d) Whenever the Board of Directors deems it advisable to increase the annual assessment by more than 10% or to levy a special assessment, it shall notify the members of the Association of the date, time and place of a special meeting called to determine whether the annual assessment should be increased by more than 10% or a special assessment levied. Such notice shall be sent by email or postal service to the last known address of each member not less than 15 days prior to the date of the special meeting.

19. Article III, Section 6(e) of the Declaration is amended to read as follows:

(e) Assessments of Lot owners on which a residence is present will be based on ownership as of 1 January of each year. Assessments will be mailed no later than 1 February each year and be payable no later than 1 April the same year unless the Board of Directors has approved an alternate payment schedule. Payments more than 30 days late shall be assessed interest at a rate of 12% per annum.

20. Article III, Section 6(i) of the First Amendment to the Declaration of Restrictions is amended to read as follows:

(i) Any property within the district designated as Villas Property may be subject to an assessment by the Owners association for such Villas Property in such manner and for such purposes as are set forth in the supplemental declaration applicable to each separate Villas Property neighborhood. As such, the Association may designate a different rate of annual general fund assessment for each separate neighborhood within the district that is designated as Villas Property. The provisions of Section 6(b) – (e) shall apply to the amount of increase of the annual assessment, special assessments, date of assessment, and payment due dates for all Villas property subject to this Declaration.

21. Article III, Section 6(j) of the First Amendment to the Declaration of Restrictions is hereby rescinded.

22. Article IV, Section 1 of the Declaration is amended to read as follows: AMENDMENT. Upon the affirmative vote of 66% of the votes of Class A members eligible to vote in person or by proxy at a meeting called for such purpose this instrument may be modified and/or amended. In recognition of the fact that the provisions of this Declaration may accrue to the benefit of the Golf Course Owner, no amendment may be adopted without consultation with the Golf Course Owner whose approval or objections will be made known to the

members at a special meeting called to consider modifications or amendments to the Declaration or the First Amendment thereto.

23. Article IV, Section 3 of the Declaration is amended to read as follows: COVENANTS RUNNING WITH THE LAND. All the provisions of this declaration shall be deemed to be covenants running with the land and shall be binding upon all Lot owners their successors and assigns.

24. Article IV, Section 4 of the Declaration is amended to read as follows: ADDITIONAL LANDS. The Association unconditionally reserves the right to subject additional land to these restrictions and add same to the District and Subdivision at any time, by document recorded in the Office of the Recorder of Deeds of Miller County, Missouri.

25. Article IV, Section 5 of the Declaration is hereby rescinded.

26. Article IV, Section 6 of the Declaration is amended to read as follows: OPTION TO EXCLUDE APPLICABILITY OF THE TERMS AND CONDITIONS OF THE FOREGOING DECLARATION TO CERTAIN REAL PROPERTY. The Association shall have the power to waive or modify any or all restrictions or covenants contained herein as to said real property remaining undeveloped or unimproved.

27. Article IV, Section 7(a) of the Declaration is amended to read as follows:

(a) Certain Lots within the Subdivision adjoin or are in the vicinity of planned or existing golf courses. There are inherent dangers associated with a golf course, including but not limited to injury or damage caused by errant golf balls. Each grantee of the Owner of a Lot, by acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, for themselves, their heirs, grantees, representatives, guests, invitees, tenants family members, successors and assigns hereby agree to and do hereby release the Association, the Golf Course Owner, and their respective officers, members, affiliates and subsidiaries from liability whatsoever relating to injury or damage sustained as a result of golfing activities, including errant golf balls.

28. Article IV, Section 7(b) of the Declaration is amended to read as follows:

(b) The real property comprising planned or existing golf courses adjacent to or in the vicinity of the Lots is not owned by the Association, and the Association can provide no

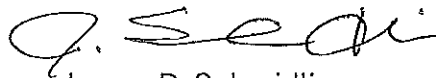
assurance that said courses will be constructed, completed, or maintained. The Association hereby specifically disclaims any responsibility for such construction, completion or maintenance. Each grantee of the Owner of a Lot, by acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each purchaser under any agreement of sale, and each occupant of a Lot, for themselves, their heirs, grantees, representatives, guests, invitees, tenants family members, successors and assigns hereby agree to and do hereby release the Association, its officers, members, affiliates and subsidiaries from liability whatsoever relating the existence, construction, completion or maintenance of such golf courses.

29. Exhibit A of the Declaration is amended to exclude Tract A-1(attached) as described therein from all provisions of the Declaration and First Amendment.

30. To the extent inconsistent with this Amendment, the Declaration and the First Amendment to the Declaration is hereby rescinded; as amended by this Amendment, however, the Declaration and First Amendment to the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Osage National Community Association has executed this document as of the date set forth below.

Osage National Community Association, a
Missouri not-for-profit Corporation

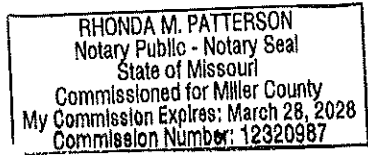


James D. Schmidli
President

STATE OF MISSOURI
COUNTY OF MILLER

On this 2^d day of December, 2024, before me, a Notary Public in and for said state, personally appeared James D. Schmidli who stated that he is the President of the Osage National Community Association, a Missouri corporation, known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date and year last above written.



Rhonda M Patterson

Notary Public in and for said County and State
Miller Missouri

My Commission Expires:

03-28-2028

TRACT A-1

Part of Original Tract A

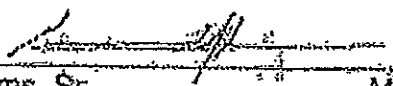
Residential Area - East of Driving Range & North of Club House

A tract of land situated in and being a part of the Northwest Quarter of Section 21, Township 40 North, Range 15 West, and part of a tract of land described by deed recorded at Book 330, Page 724 of the Records of Miller County, Missouri, said tract being more particularly described as follows:

Commencing at the NW Corner of the SW 1/4, of the NW 1/4 of Section 21, T 40 N, R 15 W; thence S 88° 14' 24" E, along the 1/4 1/4 Section Line 475.45 feet to the point of beginning; thence leaving said 1/4 1/4 Section Line, S 21° 01' 05" E, 122.44 feet; thence S 02° 20' 25" E, 225.06 feet; thence S 30° 24' 00" E, 69.14 feet; thence S 44° 41' 45" E, 379.76 feet; thence S 59° 32' 35" E, 142.20 feet; thence S 82° 53' 58" E, 171.27 feet; thence S 45° 26' 50" E, 144.24 feet to the Centerline of County Road 52-50; thence along said Centerline along the following courses: thence N 75° 50' 57" E, 120.15 feet; thence N 65° 40' 11" E, 100.00 feet; thence N 42° 46' 44" E, 198.14 feet; thence along a curve to the right, 50.60 feet, the radius being 68.12 feet, the long chord being N 53° 27' 10" E, 49.44 feet; thence N 74° 40' 32" E, 106.81 feet; thence N 69° 50' 09" E, 271.84 feet; thence along a curve to the left 128.04 feet, the radius being 241.92 feet, the long chord being N 54° 45' 22" E, 126.60 feet; thence along a curve to the left, 113.83 feet, the radius being 203.87 feet, the long chord being N 23° 41' 06" E, 112.35 feet to the Southerly Line of a tract of land described by Deed recorded at Book 228, Page 395 of the Records of Miller County, Missouri; thence leaving said Centerline N 88° 46' 02" W, along said Southerly Line, 800.94 feet to the North - South 1/4 1/4 Section Line; thence continuing along said Southerly Line and said North - South 1/4 1/4 Section Line, N 03° 18' 10" E, 277.20 feet to the NE Corner of the SW 1/4 of the NW 1/4 of said Section 21, T 40 N, R 15 W; thence leaving said North - South 1/4 1/4 Section Line and said Southerly Line, N 88° 14' 24" W, along the East - West 1/4 1/4 Section Line 833.82 feet to the point of beginning.

Containing 760,219.39 Sq. Ft. or 17.45 Acres.

Subject to all easements and restrictions of record.


Gerard J. Harms, Sr.
December 22, 1997

MRLS 1692

EXHIBIT A

HARMS, INC.

88-1496HH-E

12-22-97

jer