

BUILDER'S CONTRACT & AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, between Raintree Lake Property Owners Association, a Missouri not-for-profit corporation, (herein "RLPOA") and \_\_\_\_\_, (herein "Owner/Builder"), and in consideration of permission to construct a residence or improvement in Raintree Lake Subdivision, hereby agree to the following terms and conditions:

1. The Architectural Review Board, (herein "ARB") shall have a maximum of thirty (30) days for action on your request. It normally will take much less time. \_\_\_\_\_
2. This thirty (30) day period begins on the date that the completed "Architectural Review Board - New Home Construction" application and this signed contract is received at the RLPOA office located at 825 S.W. Raintree Drive, Lee's Summit, MO. 64082, and accompanied by two (2) sets of the specified plans on the application. NOTE that all planned driveways, patios and decks on the plot with existing and proposed grades are to be shown. \_\_\_\_\_
3. Any exterior changes or alterations to the original plans must be submitted and approved by the ARB prior to the work beginning. \_\_\_\_\_
4. The Builder/Owner and RLPOA agree, in the event the Builder/Owner shall initiate construction or any improvement, alteration, fence, wall, driveway, residence or other structure without prior written approval of the ARB, as outlined in the Raintree Lake Property Owners Association Architectural Review Board Guidelines for Architectural Control, that the Board may request damages pursuant to Paragraph 13. \_\_\_\_\_
5. The Builder/Owner agrees to comply with Article VIII and Article IX of the Declaration of covenants, conditions, and restrictions of the Raintree Lake Property Owners Association. (Copies available upon request at the RLPOA office.). \_\_\_\_\_
6. The Builder/Owner agrees to comply with all of the Architectural Review Board Guidelines for Architectural control concerning new construction and/or additions to existing homes. (Copies available upon request at the RLPOA office.) \_\_\_\_\_
7. Builder/Owner shall place gravel at the entrance to the Lot, in accordance with the Lee's Summit ordinance. \_\_\_\_\_
8. The Builder/Owner agrees to notify subcontractors of the terms and provisions of this Agreement and to use reasonable efforts to ensure compliance by subcontractors with the provisions of this Agreement.
9. The storage of dirt and/or building materials on the Common Ground is not permitted. Any use of the adjoining lot must be authorized by the Lot owner prior to use. \_\_\_\_\_
10. Any abuse to the common ground and/or adjoining lots or building during construction shall be corrected within five (5) working days of notification, including grading and sodding. \_\_\_\_\_
11. The Builder/Owner shall comply with the City of Lee's Summit ("Lee's Summit") Ordinance governing erosion control. If any Builder/Owner violates provisions of the Ordinances, the RLPOA may give notice and assess liquidated damages pursuant to Paragraph 13. (The parties agree that if a representative of Lee's Summit certifies that

there is no violation of the Lee's Summit ordinances governing erosion control, that certification will be taken as conclusive evidence that no violation has occurred. \_\_\_\_\_

12. The Builder/Owner is expected to keep and utilize a trash receptacle on the construction site until all outside construction is complete. The Builder/Owner agrees to maintain the job site reasonably free of papers, trash, all unusable wood and building debris, taking into account the normal construction process. \_\_\_\_\_

13. Unless otherwise stated, the Builder/Owner agrees to pay the following sums as liquidated damages for each violation of this Agreement, unless the RLPOA elects to waive liquidated damages and seek to recover actual damages caused by a violation: first violation, \$100; second violation, \$100; third violation, \$500; and further violations, \$500. This graduated damage structure will only be used for repetitive violations of a particular provision of this Agreement. Liquidated damages will not escalate upon violation of different provisions of this Agreement. Before the RLPOA may claim liquidated damages pursuant to this Agreement, the Builder/owner must fail to cure the situation which constitutes a violation within five (5) business days after receipt of written notice of non-compliance from the RLPOA. Where a dispute arises regarding the validity of fines imposed on a Builder/Owner either the RLPOA or the Builder/Owner will have the option to appeal any and all alleged violation to the Board of Directors of the RLPOA. If the Builder/Owner does not appeal an alleged violation to the Board of Directors of the RLPOA, or if the Builder/Owner's appeal is unsuccessful, the Builder/Owner will have the right to convene a panel consisting of a representative selected by the RLPOA, a representative selected by the Builder/Owner and a neutral, third-party umpire selected by the representatives selected by the parties. The arbitration panel will make a final, non-appealable determination to the validity of the fines assessed against the Builder/Owner. The non-prevailing party will be responsible for the fees of the neutral, third-party umpire incurred for the arbitration. If the RLPOA receives an award by the panel it will have the right to have the award confirmed by any court having jurisdiction to confirm the award. \_\_\_\_\_

14. The Builder/Owner is responsible for notifying the RLPOA office that the construction is complete and of the scheduled closing date. \_\_\_\_\_

WHEN SIGNED BY ALL PARTIES, THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

\_\_\_\_\_  
Agent/RLPOA

\_\_\_\_\_  
Signature/Builder

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_