

## AREA INFORMATION FOR NEW RESIDENTS

EMERGENCIES: Police - Fire - Ambulance	911
Police (Non-emergencies)	969-7390
Fire (Non-emergencies)	969-7407
Lee's Summit Medical Center	251-5000
St. Luke's Hospital - East	347-5000
Gas Service Co. (MGE)	1-800-582-1234 or 816-756-5252
Electric Co. (KCP&L)	1-888-471-5275
Water Co.	969-1900 after hours call 969-7407
Telephone (AT&T/SBC)	1-800-288-2020
Comcast Cable	1-800-266-2278
Lee's Summit Animal Control	969-1640
Street Light Repair (KCP&L)	816-471-5275
Lee's Summit City Hall	969-1000
Lee's Summit Planning & Zoning	969-1600
Lee's Summit Streets & Stormwater	969-1870
Lee's Summit Neighborhood Services	969-1200

### TRASH COLLECTORS:

Constable	204-1192
Deffenbaugh	(913) 631-3300
Town and Country	380-5595

### SCHOOLS - JACKSON COUNTY

Lee's Summit Public School District 7	986-1000
Lee's Summit West High School	986-4000
Summit Lakes Middle School	986-1375
Summit Pointe Elementary	986-4210

### SCHOOLS - CASS COUNTY

Raymore - Peculiar School District	892-1300
Raymore-Peculiar High School (9-12)	892-1400
Raymore-Peculiar East Middle School (7-8)	388-4000
Shull Elementary (K-4)	892-1600
Bridle Ridge Intermediate (5-6)	892-1700
Eagle Glen Intermediate (5-6)	892-1750
Creekmoor Elementary (K-4)	892-1675
Peculiar Elementary (K-4)	892-1650
Raymore Elementary (K-4)	892-1925
Stonegate Elementary (K-4)	892-1900
Timber Creek Elementary (K-4)	892-1950

### 2011-2012 BOARD OF DIRECTORS

<b>President</b> – Brian West	537-4321
<b>Vice President</b> – Jeanne Smith	537-7825
<b>Treasurer</b> – Tim Nydegger	537-7113
<b>Secretary</b> – Bruce Kusgen	875-4368
Tim Kirkpatrick	537-8100
Brenda Miller	537-5656
Brad Oestreich	366-0061
David Parker	537-5835
Alan VanDeusen	537-7046

### RLPOA Office: 825 S.W. Raintree Dr.

Office	537-7576
Fax	537-5621
Website	<a href="http://www.rlpoa.com">www.rlpoa.com</a>

## LAKE REGULATIONS

Revised and approved by the Board of Directors December 10, 2002

Amendments were made in 2004, June 14, 2005, August 11, 2009, September 13, 2005, December 13, 2005, July 27, 2006, August 24, 2006, November 14, 2006, March 13, 2007, September 11, 2007, August 11, 2009, September 8, 2009 and December 13, 2011.

### I. DEFINITIONS

For the purpose of these regulations the terms below shall have the following meanings used herein:

1. **Association:** Raintree Lake Property Owners Association.
2. **Board of Directors:** The Board of Directors of the Association.
3. **Boat:** A vessel not equipped with motor and using oars or paddles manually operated as a means of propulsion; i.e., canoes, paddleboats, kayaks, rafts. Etc.
4. **Lake Committee:** The Committee shall be made up of not less than five (5) members and not greater than twelve (12) members. The Committee will elect a Chairperson, and a Secretary. The duties of Chairperson and Secretary may be combined. *Amended September 9, 2008.*
5. **Resident Identification Card:** A photo identification card issued by the Raintree Lake Property Owners Association to its members and family. Card shall be maintained on person at all times when using any Raintree amenity.
6. **Member in Good Standing:** A member of the Association who has paid all assessments fixed, established and collected by the Association.
7. **Motor Boat:** Any vessel equipped with a motor for propelling same in the water. To include personal watercraft, deck boats, ski boats, fishing boats, etc., except as otherwise defined herein.
8. **Personal Watercraft (PWC):** A type of watercraft commonly referred to as a Jet Ski or wave runner.
9. **Pontoon Boat (Traditional Design):** A motor boat equipped with two (2) or three (3) separate cylindrical pontoons, not enclosed, mounted below a flat deck. NOTE: Any watercraft not conforming to the above definition, regardless of Manufacturer's Statement of Origin (MSO), title, or registration classification, is not defined as a pontoon boat in accordance with the RLPOA definitions. This definition does not include deck boats or tunnel hulls.
10. **RLPOA:** Raintree Lake Property Owners Association.
11. **Sailboat:** A vessel equipped with sails as its principal means of propulsion.
12. **Vessel/Watercraft:** Every type of boat, craft or device for transporting and propelling persons through the water.
13. **Water Sports Equipment:**
  - (a) **Towable:** Inflatable devices, such as tubes, that are designed for occupants to ride in and be towed behind a motor boat.
  - (b) **Non-towable:** Devices, both inflatable and non-inflatable, which are not designed to be ridden and can be used for water sports activity. This includes, but is not limited to, trampolines, ski ramps, etc.

14. **Yellow Caution Flag:** A flag displayed on the Lake Patrol Motor Boat(s) when conditions require a mandatory ten (10) MPH speed limit and no towing of water sports equipment or skiing.

## II. WATERCRAFT RESTRICTIONS

1. **Vessels** shall not exceed the following lengths:
  - (a) **Airboat:** Airboats are not permitted.
  - (b) **Houseboat:** Houseboats are not permitted.
  - (c) **Motor boat:** Twenty-one (21) feet
  - (d) **Other boats:** Eighteen (18) feet
  - (e) **Pontoon boat:** Twenty-eight (28) feet (A deck boat is not a pontoon boat.)
  - (f) **Sailboat:** Twenty-two (22) feet
2. **Horsepower:** At this time, the Committee chose not to invoke a horsepower limit on motorboats.
3. **Exhaust:** All watercraft must have exhaust that vents below the waterline as measured when the watercraft is at rest.

## III. LIFT GUIDELINES

1. **Boat Lift Guidelines:** Front-mounted, two round, or two rectangular, black or galvanized tanks. *Board approved August 11, 2009.*
2. **PWC Lift Guidelines:** PWC lifts must have one round, cylinder float (galvanized or black) or rectangular, black Poly Tank. *Board approved September 8, 2009*

## IV. IDENTIFICATION AND REGISTRATION

1. **Permits:** All vessels must display a current, valid permit by May 1 for that boating season. Permits must be displayed on vessel prior to launching. Permits may be obtained at the RLPOA office during business hours. Dues must be current and any fines paid before a boat permit will be issued. All applications for renewal are subject to any applicable Association regulation, including mechanical and structural soundness of the watercraft, proper safety equipment and proper lighting. All new watercraft to the Lake must provide a copy of the title or statement of origin for proof of ownership and length verification. There is a one (1) week waiting period for new watercraft to verify boat length, ownership and insurance. *Amended June 14, 2005*
  - A.) All Motorized and Non-Motorized Boat Owners shall be required to have a representative of the household (Minimum Age of 18) every two years take a written test provided by the RLPOA office during business hours. (Even numbered lots in Even numbered years & Odd numbered lots in Odd numbered years) It shall be an open book test over the rules and regulations of Raintree Lake with a 100% score required before a boat permit may be issued. Any score less than 100% will require the Boat Owner Representative to retake an alternative test provided by the RLPOA. (May be taken on the same day during business hours) All NEW Motorized and Non-Motorized Boat Owners that have not before registered a boat at Raintree Lake OR Any Lot guilty of a 4th Level Violation in the previous year must ALSO have a representative of the household (Minimum age of 18) watch a video presentation provided by the RLPOA office. (Scheduling will be done through the RLPOA office) *Approved December 11, 2012*
2. **Permit Display:** Permits shall be displayed in a conspicuous place on each side of the vessel and trailer. All outdated visible permits shall not stand-alone and must be removed. Permits labeled "trailer" will be put on the applicable trailer only. *Amended 2004*

3. **Permit Fees:** The Board of Directors will determine Permit fees each year.
4. **Insurance:** Minimum liability insurance of \$100,000 naming RLPOA as additional insured with an agreement for notice of policy cancellation must be provided to the RLPOA to obtain permit(s).
5. **Residential Property Lessees or Renters (Home Exclusively):** Shall have the same boating privileges as Association members provided:
  - (a) The property owner is a member of the Association in good standing.
  - (b) All watercraft comply with requirements stated in the Lake Regulations.
  - (c) The lessor, the lessee or renter of the slip shall agree to abide by the Lake Regulations as published by the Association as a condition of the approval of said lease.
  - (d) The property owner(s) relinquish their right to use the lake.

## V. OPERATING REGULATIONS

The use of the lake is a revocable privilege for Raintree Lake Property Owners in good standing that has agreed to demonstrate compliance with all the Lake Regulations and rules of the Association. Members using the lake who have lost their lake privileges due to violations or suspensions will be cited and their watercraft impounded.

In the event a resident becomes delinquent on dues and or assessments, or has outstanding fines, that resident's permit(s) shall be suspended. Once all such obligations have been satisfied, that resident's permit(s) shall be reinstated. Any watercraft with suspended permits shall be treated the same as if there were no permit or an expired permit. *Amended September 11, 2007.*

All vessels on Raintree Lake are subject to safety inspections at any time by authorized patrol. Violations must be corrected to the satisfaction of the Patrol. The Patrol may request that the vessel be removed from the lake until the violation can be corrected.

The Lake Committee will have the power to change the regulations regarding a given rule or event with the majority agreement of the committee and the approval of the Board of Directors.

1. **Boating Season:** The boating season runs from May 1 through April 30.
2. **Speed Limits:** No person shall operate a motor boat at speeds in excess of the following:
  - (a) Maximum of five (5) MPH, or such speed that does not raise the bow of the boat or create a wake around docks, swimmers, or fishermen, in any cove, within fifty (50) feet of launch areas or land.
  - (b) Ten (10) MPH in all areas of the lake not described above before sunrise and after sunset as published in the Kansas City Star.
  - (c) Thirty-five (35) MPH in all areas not mentioned in (a) above, but only during the following hours: Monday thru Friday, sunrise to sunset, and Saturday and Sunday, 7 a.m. to sunset as published in the Kansas City Star.
  - (d) The Board of Directors may from time to time designate certain areas for special uses and may designate speed limits for said uses. Notice of such special use areas and speed limits shall be posted five (5) days prior to the event and displayed at the launch area and Clubhouse; i.e., sailboat regatta, fishing tournament, ski tournaments.

- (e) The Lake Patrol, with the approval of any combination of at least two (2) of the following: Lake Committee Members, Board Members, or General Manager, may designate that the lake shall only be used at a maximum speed limit of ten (10) MPH and no skiing or towing of water sports equipment due to the number of boats on the lake, adverse weather conditions or other factors making it necessary to reduce the speed limit. In such an event, a yellow flag will be displayed from the patrol boat(s). A citation will be issued for failure to adhere.
- 3. **Members and Guests in Company of Members:** Guests must be accompanied by a member of the Association, or be in possession of an Association Member's Raintree Lake Resident Identification Card at all times when using Raintree Lake for motor boating, personal watercraft, water-ski activities, swimming, fishing or other purposes. It is also a requirement that Raintree Resident have in their possession their Resident ID Card while boating, fishing, swimming and/or other purposes. *Amended May 10, 2011.*
- 4. **Members Responsible for Children and Guests:** All dependents and/or minor children are the responsibility of their parents or guardian at all times when using Raintree Lake. Violations of these regulations, committed by dependents or children, will result in appropriate disciplinary action (including fines) against parents, as if the parents of offending children had committed such violations. Also, guests are the responsibility of the members. Violation of these regulations by guests will result in violations and fines against sponsoring members as if such violations were committed by the member.

#### VI. PROHIBITED ACTIVITIES:

- 1. **Racing:** Motorboats may not be raced except on those days and hours when the Board of Directors has authorized such a race.
- 2. **Intoxicants:** No person may operate any vessel while under the influence of intoxicating liquors, narcotics or drugs of any kind.
- 3. **Carelessness:** No person may operate any vessel in a careless, negligent or wanton manner so as to endanger life, limb or property.
- 4. **Protected Swimming Areas:** The Association may from time to time designate protected swimming areas by placing appropriate buoys around such area. No vessel shall be operated or permitted to drift into such areas.
- 5. **Unattended Fishing Line(s)** are prohibited at all times. This includes jug lines, bank lines, trout lines, etc. Fishing is permitted only by use of poles or rods with attached lines.
- 6. **Unattended Watercraft:** No watercraft shall be left unattended with the motor in operation.
- 7. **Wake Jumping:** No wake jumping within one hundred fifty (150) feet of another watercraft.
- 8. **Aircraft/Hot Air Balloons/Ultra-glides:** No person operating any type of Aircraft shall land on or take off nor shall they attempt to land or take off from the lake. This includes hot air balloons and ultra-glides. *Board approved August 9, 2011.*
- 9. **Dock Rules:**
  - (a) **No Swimming from Docks.** Due to safety concerns, **Courtesy Docks** are for loading and unloading boats. No fishing or swimming shall be allowed from any courtesy docks. A citation will be issued for failure to adhere.
  - (b) Due to safety concerns, **swim docks** are for swimming and sunbathing only and are open during the season from 7:00 a.m. to 10:00 p.m. daily. Other activities on the swim docks will receive a citation for failure to adhere. Furthermore, no vessels shall be operated, or permitted to drift into designated swim areas. This is a 4th level offense resulting in 90-day

suspension, loss of all current boat permits, and \$100 fine. *Board approved November 14, 2006.*

- (c) **Leased Slips** are for leaseholders only. No trespassing at any time unless accompanied by a leaseholder of that dock or is in possession of the leaseholder of that dock's Raintree Resident ID card. Members are responsible for their guests. Due to safety concerns, no swimming or fishing is allowed from the docks. *Board approved June 14, 2005.*

## VII. MISCELLANEOUS OPERATING RULES:

1. **Abandoned Vessel:** Vessels may be removed from the lake with a minimum removal charge of \$50.00 and storage charge of \$10.00 per day as set by the Lake Committee under review and approval by the Board of Directors. These rates may be reviewed and amended upon recommendation of the Lake Committee and publication by the Board of Directors.
2. **Age Limits:** All operators of motorboats with more than 15 HP must be fifteen (15) years of age or older unless under the direct "onboard" supervision of a parent, guardian, or other person at least fifteen (15) years of age. Youths twelve (12) to fourteen (14) years of age may operate vessels with up to 15 HP motors. The operator must have proof of age available or citation will be issued. This citation will be voided when proof of age is submitted to the RLPOA office.
3. **Boater Education Law:** Beginning January 1, 2005, every person born after January 1, 1984 who operates a vessel on Missouri lakes shall possess on their person or vessel a boating safety identification card issued by the Missouri State Water Patrol. Note: Remember, a Personal Water Craft is a VESSEL!
4. **Buoyant Devices:** Each person occupying a vessel shall have available a Coast Guard-approved life-saving device. All personal flotation devices (PFDs) must be in good and serviceable condition and must be readily accessible. The PFDs must be of the proper size for the intended wearer. Sizing is based on body weight and chest size. *Amended March 24, 2005.*
5. **Discharge of Refuse:** No person shall discharge into the lake or upon any dock or launching ramp any oil, gasoline, flammable materials of any kind or refuse or polluting material of any kind.
6. **Fireworks:** No fireworks shall be ignited from a watercraft or from any dock. No fireworks shall be ignited toward or into any watercraft.
7. **Flag:** All watercraft including Personal Watercraft must display a BRIGHT red/orange flag during all hours between sunrise and sunset whenever a person is out of the watercraft, whether in or on the water. The flag must be visible for 360 degrees. Flags must not be visible when a person is not in or on the water.
8. **Launching Watercraft:** Non-motorized watercraft may be launched from the shoreline of the main lake if the watercraft can be manually carried to the water or manually carried on a non-motorized cart/dolly that has been approved by the Lake Committee. A sticker will be issued indicating that the cart/dolly has been approved and appropriate documentation is retained in the office. No equipment is to be left on the shoreline at any time. Modification of the shoreline to accommodate launching shall not be permitted. Violations of this rule will incur revocation of Lake Committee approval. Launching of watercraft on any of the waterscapes is not permitted. Violations of this rule will incur a citation. *Board approved May 12, 2009.*
9. **Load:** No vessel shall carry more weight or horsepower than certified by the manufacturer as listed on provided yellow place card.
10. **Navigation Lights:** Vessels operating after sunset and before sunrise must use navigational lights in accordance with official Coast Guard Regulations. All watercraft used for sport fishing within fifty (50) feet of shore, powered by an electric trolling motor, are not required to display

navigation lights unless another watercraft approaches within the immediate vicinity of the sport fishing watercraft. At such time, said sport fishing watercraft shall activate lights in time, so as to avoid a collision.

11. **Noise:** All boats shall meet state requirements on maximum noise level. No vessel shall emit a sound at a level exceeding eighty-five (85) decibels on an A-weighted scale when measured from a distance of fifty (50) or more feet from the watercraft. No person shall operate a watercraft on the lake which does not vent exhaust below the waterline as measured when the boat is at rest. All boat radios must adhere to the maximum noise levels mentioned above.
12. **Report of Collision:** Reports of all collisions by a vessel shall be made immediately to the Lake Patrol or RLPOA office and made in writing to the RLPOA office within forty-eight (48) hours after the occurrence.
13. **Right-of-Way:** Boats without motors and sailboats shall have the right-of-way on the lake. The Board of Directors may from time to time establish hours and areas for boat and sailboat races. Motorboats, personal watercraft, and other motorized watercraft shall yield the right-of-way to sailboats and to other boats involved in such events.
14. **Seating:** No person shall sit on the gunwale or outer rail of any motorboat or on the front or rear thereof while the motorboat is in operation. No more persons can ride on any vessel than the posted Coast Guard certification. Each person shall be seated on the seats provided by the manufacturer of the vessel.
15. **Securing Vessels:** Every vessel not in use shall be properly secured to an assigned dock so as not to present a hazard to persons or property. No vessel shall be left unattended except when properly secured to a courtesy dock or individual slip. No vessel is to be beached. No vessel is to be secured to a swim dock or buoy of any kind. No vessel shall be left running and unattended.
16. **Traffic Pattern:** All vessels except sailboats, under sail, shall maintain a counter-clockwise traffic pattern at all times. The nearest shoreline shall always be on the right or starboard side of the watercraft.
17. **Tow Materials:** All water sports equipment to be towed by a vessel will be kept on the surface of the water so as to be visible to other persons using the lake. Towropes shall not exceed one hundred (100) feet in length. The Lake Committee reserves the right to restrict use of any device the Committee considers a safety hazard or an obstruction to boating traffic.
18. **Unsafe Actions:** No person operating a watercraft on the lake shall allow any unsafe action within such watercraft or engage in any conduct, which may cause a person to fall out of or off of the watercraft, or cause the operator to lose control of such watercraft. Failure to comply with this rule is an automatic fourth (4<sup>th</sup>) violation.
19. **Wildlife:** No person shall run down or attempt to run down any wildlife.

## VIII. WATER SKI RULES:

The following rules shall govern all water-ski activities on the lake:

1. **Areas:** Skiing is permitted in all areas except the following:
  - (a) Within fifty (50) feet of any boat or dock.
  - (b) Within seventy-five (75) feet of any designated swim area.
  - (c) Within seventy-five (75) feet of any land or any swimmer.
  - (d) Any prohibited areas marked by the Association with buoys.

2. **Hours:** Skiing is permitted Monday through Friday, sunrise to sunset, and Saturday and Sunday 7:00 a.m. to sunset as published in the Kansas City Star.
3. No person on water skis or other similar object on the lake shall swing out from a position behind the towing boat in such manner so as to pass around another boat or object, so that such boat or object shall come between the skier and towing boat.
4. **Life Saving Vest:** Every skier shall wear a buoyant, Coast Guard-approved, proper sized lifesaving vest.
5. **Lookout:** Every vessel towing a skier shall have a responsible person other than the operator serving as a ski lookout, or a Coast Guard-approved, wide-angle rear view mirror.
6. **Ski Pattern:** Vessels towing a skier shall operate a counter-clockwise traffic pattern unless directed otherwise by the Lake Patrol Officer. Buttonhook-type left hand turns are allowed at each end of the designated slalom course in order to re-enter the course at the same end just exited. Only one motorboat at a time shall be allowed in the slalom course. (See Appendix for complete set of rules and regulations for slalom course.)
7. **Operation of Vessel When Skier has Fallen:**
  - (a) Such vessels shall have the right-of-way while retrieving skiers.
  - (b) When retrieving a fallen skier, the engine of the vessel shall be turned off while the skier is boarding the vessel.
8. No person shall operate a motorboat on the lake while pulling any airborne device, such as kites and/or parasail, which rise above the surface of the water.
9. A reasonable and safe distance must be maintained between boats and skiers at all times.
10. No vessel will be modified to increase the wake created.

## IX. SWIM RULES

No person (member or guest) shall swim more than fifty (50) feet from the shoreline or a swim dock unless closely accompanied by a vessel displaying a bright red/orange flag. Failure to abide by this rule has been deemed an unsafe action by the Board of Directors and will result in the following:

- First time offense will result in a \$50.00 fine and a 30 day suspension from use of all amenities, for all members of lot;
- Second offense will result in a \$100.00 fine and 60 days suspension from use of all amenities, for all members of lot; and
- Third offense will result in a \$250.00 fine and 90-day suspension from use of all amenities, for all members of lot. Board amended 7/18/11

## X. WATER SPORTS EQUIPMENT

### 1. Towable:

Three (3) people are the maximum allowed if pulling one (1) device. Two (2) devices, such as tubes, may be towed at one time with a limit of two (2) persons on each device.



**2. Non-towable:**

- (a) Must have prior approval of the Lake Committee.
- (b) Must not be left unattended.
- (c) Must not be used in the main boating lanes of the lake.
- (d) Cannot interfere with access to boat slips.
- (e) Cannot be left on the water or beach/common ground overnight.
- (f) Use on the lake is subject to the Patrol's discretion. In all cases, the Patrol's decision will prevail until the next scheduled Lake Committee meeting.

**XI. SCUBA DIVING**

No person shall participate in SCUBA diving at Raintree Lake unless person is taking part in a rescue effort by City or State Officials.

**XII. APPLICABILITY OF OTHER LAWS AND REGULATIONS**

The regulations for boats promulgated by the United States Coast Guard and the State of Missouri also govern the use of vessels on Raintree Lake. Every licensee of a vessel and every operator should become familiar with such rules and laws and adhere to them.

Every licensee of a vessel is advised that failure to abide by all applicable rules, laws and regulations may result in criminal liability as well as civil liability for damages in the event of accident or injury by reason of such failure to obey. Failure to abide by such rules and laws is prima facie evidence of negligence.

Complete knowledge of and adherence to state and local rules is the responsibility of every parent, boat owner, resident, and guest operator. The licensee/owner shall be held responsible and liable for their boats and all persons who operate them.

**XIII. VIOLATION OF REGULATIONS**

**1. Supervision of Operations of Lake:**

Members of the Lake Committee, RLPOA Board Members and Lake Patrol assigned personnel are authorized to enforce the lake rules and issue citations. The Lake Committee may appoint any member of the community or any employee of the RLPOA to patrol the lake and to enforce the regulations and rules. In the event an operator of a vessel willfully refuses to obey order of such patrolman, willfully refuses to obey operation instructions, is not a person authorized to operate a vessel or is operating a non-permitted vessel; the patrolman may impound the vessel and hold the same at a designated area. The Board of Directors may from time to time establish release fees for such vessel.

The Lake Committee or Board of Directors may refuse to renew the boat permit of any licensee who has failed to follow the boat regulations or failed to pay the required fees following any assessments given by the Lake Committee, Appeals Committee, or the Board of Directors.

**2. Complaints:**

Any member of the Association may file a complaint with the RLPOA office of a violation of the Lake Regulations on a form provided by the Association at the RLPOA office. Upon filing of a complaint with the RLPOA office, a citation shall be issued by the Lake Patrol Supervisor detailing the complaint and citing the appropriate rule(s) allegedly broken. The complainant will be named as the citing officer. The office shall notify the interested parties, namely, the alleged violator, the licensee, the complainant and the witnesses, if any, whose names are endorsed on the complaint by mailing to the address of each said parties appearing on the complaint a notice fixing the time and place for a hearing on the complaint. All parties shall be present for the scheduled hearing. *Board approved June 9, 2009*

### **3. Appeals Process:**

- (a) All violations may be appealed.
- (b) The member shall have ten (10) days following date of the citation to request a hearing in front of the Appeals Committee. Such request shall be made in writing to the Board Designee. If no hearing is requested, the citation shall be effective upon expiration of the ten (10) day period.
- (c) If a hearing before the Appeals Committee is requested, it shall be held at the next scheduled meeting of the Committee from the date of the request from the Board Designee. At the hearing, the member(s) shall be allowed to be present and represented by counsel.
- (d) The property owner and/or alleged violator will be notified, in writing, as to the time and place of the appeals meeting. This notice will be mailed no later than ten (10) days in advance of the meeting.
- (e) Proceedings before the Appeals Committee or a subsequent appeal to the Board of Directors shall be informal. At such hearing or appeal, the complainant and witnesses designated on the citation/complaint shall be heard first, followed by the alleged violator, the licensee and any other witnesses.
- (f) After the appellate hearing, the Appeals Committee shall make a decision to uphold or dismiss the alleged violation(s) and the appropriate sanctions to be imposed. This decision shall be in writing and forwarded to the member, by certified mail, within ten (10) days of the hearing. The decision shall specify the rules and regulations, which have been violated, the acts constituting such violations and the sanction or sanctions imposed or dismissal of the case.
- (f) The member shall have ten (10) days, following date of the decision of the Appeals Committee, in which to request a hearing before the Board of Directors. Such requests shall be made in writing to the Board Designee. If a hearing before the Board of Directors is requested, the Appeals Committee decision shall be stayed. If no hearing is requested, the Appeals Committee decision shall become final and the sanctions recommended therein shall be effective ten (10) days after the date of the Appeals Committee decision.
- (g) If a hearing is requested before the Board of Directors, it shall be held at the next regular meeting of the Board, or at a special meeting called before the next meeting of the Board, or at a special meeting called before the next regular Board meeting. At such hearing, the Board of Directors shall receive and consider the decision of the Appeals Committee and any testimony or other evidence, which the member(s) desire to present.
- (h) Within ten (10) days of the hearing, the Board of Directors shall render a written and final decision and cause it to be served on the member(s) by certified mail. The decision shall specify the rules and regulations, which have been violated, the acts constituting such violations and the sanction or sanctions imposed, or dismissal of the case.

Any owner of a watercraft receiving a suspension shall have all of their watercraft removed from the lake or impounded immediately. When an appeal is received at the office, the watercraft may use the lake; however, during the appeals process, if the watercraft and/or owners receive any further citation(s) while on the lake, the watercraft and its owner will be suspended and will not be allowed to use the lake until the appeals process has been completed. Any member in the appeals process for boating violations/suspensions must have written approval from the RLPOA office in their possession to use their watercraft on the lake.

*Amended March 24, 2005*

#### **XIV. PENALTIES:**

1. Profanity, verbal abuse or threats directed toward the Lake Patrol, Lake Committee, or RLPOA employees or agents will not be tolerated and therefore is a FOURTH (4<sup>th</sup>) violation.
2. Any boat owner and/or operator who shall ski, tube, or exceed the ten (10) MPH speed limit after sunset and before sunrise, as published, shall be a FOURTH (4<sup>th</sup>) violation.
3. Non-compliance of boat removal from use order is a FOURTH (4<sup>th</sup>) violation.
4. The Raintree Lake Patrol has been assigned responsibility for enforcement of Lake Safety Regulations through the warning, suspension and removal procedures listed below. Violations will be assessed against the boat owner and operator in which case enforcement procedures may be taken against both the boat owner and the operator.
5. Violations will accumulate for only one boating season (May 1 to April 30). Suspensions will be imposed between May 1st and September 30th, and will carryover to the following year. All FOURTH (4<sup>th</sup>) level suspensions shall begin upon receipt of all applicable boat stickers by the RLPOA staff. *Board approved September 13, 2005.*
  - (a) First (1st) violation -written warning.
  - (b) Second (2nd) violation - suspension from lake for remainder of day and a \$10.00 fine.
  - (c) Third (3rd) violation - suspension from lake for the remainder of the day, plus a suspension from lake for seven (7) days and a \$25.00 fine.
  - (d) Fourth (4th) violation - suspension from the lake for remainder of day plus a 90 (ninety) day suspension, loss of all current boat permits and a \$100.00 fine.
5. Members must sign and accept their copy of the citation from the Lake Patrol. Their signature is not an admission of guilt, only an acknowledgement that the document was received. Refusal to sign or accept the citation is an additional violation.
6. Members violating duly enacted rules and regulations shall be subject to sanctions in accordance with the terms and provisions of such rules and regulations. Such sanctions may include, but shall not necessarily be limited to:
  - (a) Suspension from the privileges of membership, to include the right to vote and the right to use and enjoy all or part of the Common Area, for a period not to exceed ninety (90) days for each such violation.
  - (b) The assessment of reasonable fines. Such fines, as well as costs and attorney's fees, if any, expended in collecting fines or enforcing suspensions may become a lien against any lot, unit or other land owned or occupied by any violator.
7. Failure to abide by sanctions may result in:

- (a) A civil action in any Court of competent jurisdiction, and the recovery of costs and reasonable attorney's fees from the non-complying member(s).
  - (b) Criminal prosecution for trespass or other appropriate offenses.
  - (c) The use of reasonable and lawful action by members of Raintree Patrol to ensure compliance.
8. Fine(s) must be paid within ten (10) days of the citation or, if under appeal, within ten (10) days of final disposition, or a lien may be imposed upon the property.

*Note: Suspensions affect all members of a household and all vessels registered to that household. Violation of a suspension period will result in further suspension of lake use privileges and fine(s) as determined by the Board of Directors.*

9. Watercraft on the Lake Without a Valid Permit:

**Resident:** Citation and a \$50 fine.

**Non-Resident:** Violator will be charged with trespassing.

10. Watercraft on the lake without valid insurance will be an automatic FOURTH (4<sup>th</sup>) violation.

## APPENDIX

### DEFINITIONS:

1. **Slalom Course:** A set of buoys providing a boat path and a zigzag ski path.
2. **Buttonhook Turn:** A tight radius turn for exiting and entering a slalom course.

### RULES:

1. Only one (1) watercraft may use the slalom course at any given time. A watercraft shall wait to use the course until the course is clear. The course is considered clear when the watercraft and skier have left the course and buttonhook turning area. A watercraft may make multiple "passes" through the course.
2. Buttonhook turns are allowed for entering and exiting the slalom course.
3. Personal watercraft may not use the slalom course when skiers are present. Water skiers have priority.
4. Vandalism is prohibited.
5. Pontoon boats are too wide to pass through the center boat path buoys and are prohibited from driving through the center boat path buoys.
6. No vessel shall be anchored within 75 feet of the extreme boundaries of the ski course and shall never be positioned, either anchored or drifting, in a way that would interfere with normal navigable lake traffic or authorized ski course activity.

### COURTESY RULES:

1. Boats waiting to use the course should wait a safe distance from the course and maintain a no-wake condition.

2. When boats are waiting to use the course, the boat on the course should yield the course after the current skier is finished.
3. Smooth water is a skier's dream. Please respect this and avoid large wakes in the course area. Idle speed is best; full speed is second best; half speed is terrible for wakes.

## **MISSOURI DEPARTMENT OF CONSERVATION FISHING GUIDELINES**

Largemouth bass: 12-15 inches - should be released unharmed  
Under 12 inches - limit five (5)  
Over 15 inches - limit one (1)

Bluegill: No limit or size restrictions

Crappie, white bass, and hybrid bass: No length limits, daily limit thirty (30)

Channel catfish, flat head catfish: No length limits, daily limit ten (10)

**DO NOT INTRODUCE FOREIGN FISH TO OUR LAKE WATERS!  
IF CAUGHT, REMOVE ALL OTHER FISH AS PER REGULATIONS.**

### **PONTOON BOAT RENTAL INFORMATION:**

Pontoon may be rented during the following block schedule:

Half day = \$100.00 (8:00 a.m. to 2:00 p.m. or 3:00 p.m. to 9:00p.m.)

Full day = \$160.00 (8:00 a.m. to 9:00 p.m.)

Early bird = \$50.00 (8:00 a.m. to 2:00 p.m. Monday thru Thursday excluding holidays)

A full tank of gas is provided. Deposit of \$250.00 and rental fee must be paid in cash or check within seven (7) calendar days after making reservation. Payment must be made during normal business hours. Deposit will be refunded only if the pontoon is returned on time and undamaged. A rain check will be given for inclement weather (heavy to moderate rain, thunder, lightning, etc.) or the deposit will be refunded. Raintree will furnish life jackets and anchor. Occupancy for the pontoon is eighteen (18) people. The pontoon is to be docked at the clubhouse boat dock. Pontoon is to be picked up and returned to the clubhouse boat dock. The pontoon will be checked in and checked out by an approved RLPOA attendant. Rental contract must be signed by a member, in good standing, of Raintree Lake. No rental will be made to dependents or guests. (Approved 3/2000) (Amended 8/16/05)

### **RAINTREE LAKE BOAT SLIP POLICY**

*This policy was passed by the Raintree Lake Board of Directors on October 8, 1996.*

*This policy revised and approved by the Raintree Lake Board of Directors on November 9, 2004; October 11, 2005; February 4, 2006; November 14, 2006; December 12, 2006; and September 11, 2007*

#### **Purpose and Intent**

This policy shall establish guidelines for the placement of boat slips, for their maintenance and for the administration of boat slips, in order to preserve the aesthetic quality of Raintree Lake while encouraging the use of pleasure craft on the lake.

## **Location of Boat Slips**

No boat slip(s) or docks of any kind are allowed on Raintree Lake, lots, or common area, or otherwise within the confines of the legal description of the Raintree Lake Community without the prior approval of the RLPOA Board of Directors. The location of each slip shall be at the discretion of the RLPOA Board of Directors. Violations will result in a fine of up to \$1,000.00 per slip plus all expenses related to remedy the violation. *Approved October 11, 2005*

## **Boat Slip Leasing**

The issuance of the boat slip leases shall be the responsibility of the RLPOA. RLPOA retains the right to terminate a boat slip lease for violation of this policy, failure to pay annual assessments as due, or loss of membership status of the lease by virtue of sale of property and movement from the area as called for under the Covenants and Bylaws of the Association. Construction fees are not refundable upon termination of any lease. Upon termination of lease by the Association, the individual will have the right to place their name to the bottom of the official Boat Slip Waiting List provided their membership status becomes active. *Amended February 7, 2006, and December 12, 2006*

The sale or assignment of a primary long-term or short-term lease upon sale of residential property shall be limited in any future lease entered by the Association to provide that it may only take place with written consent of the Association which shall not be unreasonably withheld and that the right to transfer said slip with the residential property shall only be permitted for the property owners that are lease holders as of October 8, 1996. Subsequent transfers of a lease or boat slip by subsequent owners or assignees of the lease shall not be permitted.

Subletting of boat slip leases shall be permitted provided all conditions of membership are met and official forms are completed in the RLPOA office by lessee and sub-lessee. Rate shall be limited to the amount set by the Board of Directors each year.

The number of boat slip leases (long and/or short term) shall be limited to one (1) per lot ownership of members as recorded on the official assessment account of the RLPOA. This provision shall exclude multiple lot ownership held for development of single family, multi-family and/or commercial development, sale and/or rental. Members with current multiple leases shall keep those leases until they do not renew or they sell their property at which time only one (1) slip lease may be transferred with the house or lot. All other slips will go to the RLPOA for the Boat Slip Waiting List.

## **Official Boat Slip Waiting List and Assignment**

The official Boat Slip Waiting List shall be maintained at the RLPOA office. Lot owners who desire to lease a boat slip shall sign up in person on the official Boat Slip Waiting List by coming into the RLPOA office to sign a Boat Waiting List entry form of which the lot owner will receive a copy.

The General Manager or official designee shall maintain and organize the official Boat Slip Waiting List so lot owners' priority can be readily determined. The list shall be made available for inspection by lot owners during regular business hours. The Lake Committee Chairperson(s) shall also have a copy of the official Boat Slip Waiting List.

The official Boat Slip Waiting List shall contain names of lot owners who do not currently lease a slip as well as lot owners who currently have a lease and wish to relocate.

Priority of lot owners on the official Boat Slip Waiting List shall be established as first in time signing up provided lot ownership has been uninterrupted from time of first signing up, lot owner has not turned down any official offer for a slip and all current dues and assessments are paid.

In the event a resident on the wait list becomes delinquent on dues and/or assessments, or has outstanding fines remaining unpaid, that resident's name shall be removed from the Boat Slip Wait

List. Once all such obligations have been satisfied, that resident may reapply for admission to the Boat Slip Wait List. Notwithstanding other contingencies discovered upon application, the resident's name would be added to the bottom of the Boat Slip Wait List. *Amended September 11, 2007*

When a boat slip becomes available, the RLPOA office shall make reasonable attempts to inform the lot owner with the highest priority as follows:

1. If three (3) working days pass and the lot owner cannot be reached by telephone, at their business or home number, a registered letter will be mailed to their home address, as listed in the Association files, stating they have ten (10) days in which to respond to the RLPOA office with regard to acceptance or refusal of the boat slip assignment.
2. If the lot owner refuses a slip opportunity, the name shall be removed from its current priority and, if requested, added to the bottom of the official Boat Slip Waiting List. In the event of a request for a specific dock, notation will be made on list for information of availability by dock opening requested.
3. If lot owner fails to respond, then their name will be removed from the official Boat Slip Waiting List. A lot owner removed from the list may thereafter sign up on the official Boat Slip Waiting List and priority will be determined by the subsequent sign-up date.

#### **E. Slip Renewal**

Current boat slip lessees shall have first right of renewal of their current boat slip.

Leases expire on March 15th of next calendar year. Lessees shall be notified on or before January 15 of lease expiration date. Lessee shall have until March 15 to renew lease. Full payment of lease cost is required upon signing of new lease.

Failure to make timely payment of annual assessment, lease or other fines or liens imposed by the Association shall be cause for forfeiture of the lease.

#### **F. Maintenance and Modifications**

Boat slips and docks shall be maintained in good condition by the RLPOA maintenance personnel and/or other persons authorized by the Lake Committee with approval of the RLPOA Board of Directors.

No modifications to docks and/or boat slips is permitted without approval of the Lake Committee and filed with the RLPOA office. Unapproved Lessee modifications shall be removed at an hourly rate of \$25.00 for removal.

Boat lifts shall be specifically permitted upon execution of an appropriate addendum to lease of boat slip. The lessee may install the boat lift if the boat lift type and structure has been approved by the RLPOA Lake Committee. The RLPOA Lake Committee will not approve pontoons on boat lifts. Lessee shall be responsible for maintenance and insurance of said lift and shall be responsible for the cost of removal of the lift, in a timely manner, as defined by the RLPOA Board of Directors, not to exceed ten (10) days. In the event of repairs to be effected by the lessor at the end of the lease or upon forfeiture of membership rights, the Lessee assumes all fiscal responsibility. RLPOA will pay the cost of electricity for the docks. RLPOA will also pay the cost of maintenance for the power circuits, dock lighting and outlets installed by the Association. A junction box will provide a convenient access point for Lessees' circuit connections. New circuits to individual slips must be approved by RLPOA in advance. The cost of maintenance for the existing or new circuits installed by the Lessee or group of Lessees will be the responsibility of the Lessee(s). Defective circuits will be disconnected and removed at the Lessee's expense. All electrical installation or maintenance shall

be performed by a certified electrician and be approved by the City of Lee's Summit and RLPOA.  
*Amended November 14, 2006*

Lessee shall hold RLPOA harmless for Lessee's act or omissions or those of Lessee's acts or agents which might result in property damage or injury to others. Further, RLPOA shall not be responsible for any damage to the lift, docks or other boats caused by installation or operation of the aforesaid boat lift.

Any watercraft or lift may be removed by RLPOA if any violation of the Boat Slip Policy occurs without recourse or permission of Lessee and lease becomes null and void

#### **G. Administration**

The Lake Committee shall, from time to time, make recommendations to the Board of Directors for renewal fees and Boat Slip Policy.

The Office Manager or official designee shall be responsible for:

1. Maintaining files for original boat slip leases, renewals and sub-leases.
2. Collection of slip fees.
3. Recording the location and lease status of each boat slip.
4. Recording the registration number and lot owner information of each leased slip.
5. Checking compliance with Boat Slip Policy with the aid of the Lake Committee.

#### **H. Use and Design**

1. Boat slips shall be occupied only by boats/watercraft properly registered by the RLPOA Office.
2. Boats/watercraft must be properly secured to the boat slip when docked or stored.
3. For safety reasons, all accessories and equipment shall be stored in boat or on the shore not on the dock.
4. All docks on Raintree Lake shall be of the design approved by the Lake Committee and authorized by the RLPOA Board of Directors.
5. All slips shall be numbered and docks designated by alphabetical lettering.
6. RLPOA Board of Directors shall keep jurisdiction over the location and construction of the docks and may approve modification of same following recommendation by the Lake Committee and notice to the membership.

### **RAINTREE LAKE BOAT SLIP POLICY**

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Lessee shall hold RLPOA harmless for Lessee's act or omissions or those of Lessee's acts or agents which might result in property damage or injury to others. Further, RLPOA shall not be responsible for any damage to the lift, docks or other boats caused by installation or operation of the aforesaid boat lift.

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The Office Manager or official designee shall be responsible for:

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8. Recording the location and lease status of each boat slip.
9. Recording the registration number and lot owner information of each leased slip.
10. Checking compliance with Boat Slip Policy with the aid of the Lake Committee.

**J. Use and Design**

1. Boat slips shall be occupied only by boats/watercraft properly registered by the RLPOA Office.
2. Boats/watercraft must be properly secured to the boat slip when docked or stored.
3. For safety reasons, all accessories and equipment shall be stored in boat or on the shore not on the dock.
4. All docks on Raintree Lake shall be of the design approved by the Lake Committee and authorized by the RLPOA Board of Directors.
5. All slips shall be numbered and docks designated by alphabetical lettering.
6. RLPOA Board of Directors shall keep jurisdiction over the location and construction of the docks and may approve modification of same following recommendation by the Lake Committee and notice to the membership.

***Board of Directors approved 12-13-11***

1. Persons using the pool agree to abide by the directions of the lifeguards and/or manager on duty.
2. No alcoholic beverages, narcotics or drugs of any kind shall be allowed in the pool area.
3. Resident ID cards (2 years and older) are required by all to enter the pool.
4. Residents will receive single day guest credits (to be determined each year by the Board of Directors) per lot per pool season to be used at their discretion. Maximum of 10 guest credits can be carried over from previous year. Single day guest passes will be available to purchase in blocks of 10 for a \$20.00 fee at RLPOA office.
5. All guests will be accompanied by a Raintree resident at all times.
6. All guests ages sixty-five (65) and above and two (2) and younger will be free of charge but must be accompanied by a Raintree resident at all times.
7. Baby-sitters: Non-Resident passes
  - a. Must be at least fourteen (14) years of age.
  - b. Quantity of one (1) babysitter pass/non-resident pass will be available per season per lot. ID must be made at RLPOA office.
  - c. Flat fee for babysitter/non-resident will be \$20.00.
  - d. Permission slip signed by resident and babysitter/non-resident must be on file.
  - e. ID Card will be issued to babysitter/non-resident and is required to enter the pool.
8. Raintree residents are responsible for their cards. No cards will be kept on file. Additional or replacement cards may be purchased in the office for \$5.00 each.
9. Resident children under ten (10) years of age must be accompanied by a Raintree resident fourteen (14) years of age or older.  
*Amended March 24, 2005*
10. Pool Hours:  
Mon thru Sunday 10:30 AM – 9:00 PM  
Thurs..... 10:30 AM– 8:00 PM (unless scheduled swim meet)  
(Adult swim 8 PM -10 PM)  
*Note: Adult swim is to be 18 years of age and older.*
11. No swim lessons will be available at the pool.
12. Resident Grandparents: Visiting grandchildren up to 18 years of age, may use the swimming pool on your resident ID card, but must be accompanied by you while at the pool.
13. Diving is prohibited.
14. Proper swim attire required and/or swim diapers. No cut-offs in the pool.
15. No running or pushing on pool deck.
16. No gum or food in pool. Food is allowed on pool deck.
17. No glass in pool area. All beverages and suntan lotions must be in aluminum or plastic containers.
18. Swimming after pool hours is prohibited. Violators will be restricted from using the pool and prosecuted due to trespassing.

19. No rafts or large flotation devices in the pool.
20. Pool games are left to the discretion of the lifeguard or manager on duty.
21. The rope floats that separate the deep water from the shallow are there for safety purposes and are not to be hung on.
22. No talking with the lifeguard while on duty.
23. Showers must be taken before entering the pool.
24. Any resident or their guests using profanity, verbal abuse, or threats to any lifeguard, pool or RLPOA personnel will lose pool privileges for ninety (90) days (carried over to the next season) plus a \$100 fine. (Note: Residents are responsible for their guests at all times). *Policy approved June 2002. Amended March 24, 2005.*

### **WATER SLIDE RULES**

1. Children under forty-eight (48) inches tall must be accompanied by an adult or wear a coast guard approved life jacket.
2. Only one rider on the slide at a time, unless the young child is accompanied by an adult.
3. Slide must be ridden with feet entering water first.
4. Riders must wait for the attendant's "start signal" before starting the ride.
5. Keep arms and hands inside at all times.
6. Do not run, dive, stand, kneel, or stop in the slide.
7. At the end of the slide, swim to stairs and exit area quickly.
8. CAUTION: For safety reasons, pregnant women and persons with heart conditions or back trouble should not ride this slide.
9. No toys may be taken down the slide.

### **CLUBHOUSE RULES & PROCEDURES**

*The Raintree Lake Clubhouse may be rented for private parties to residents in good standing with the Association. Reservations are made through the RLPOA office during regular business hours.*

In consideration for the use of the clubhouse, the resident agrees to the following conditions:

1. The charges for use of the Clubhouse are current on our website at [www.rlpoa.com](http://www.rlpoa.com). The charges for use of the Clubhouse are subject to change.
2. The rental fee and cleaning fee must be paid in cash or check. Fees are due no later than fourteen (14) calendar days prior to the function.
3. Damage deposit must be paid in cash or check within seven (7) calendar days after making the reservation. Deposit will be refunded within fourteen (14) calendar days after event.
4. Deposit and rental fee will be deposited in the RLPOA banking account at the time of receipt. RLPOA does not accept credit cards.

5. Any cancellation by the resident within forty-five (45) days of the event will result in a \$100.00 cancellation fee which will be deducted from the deposit.
6. The swimming pool is not included with the rental of the Clubhouse. Any guests attending the function are not allowed use of the swimming pool.
7. Resident must be present at all times during the function. The resident agrees to be responsible for the conduct of guests and, in cases of improper conduct, may be subject to arrest by the Lee's Summit Police Department.
8. Agrees to keep the premises in good repair, and to leave Clubhouse in the same condition as before their event.
9. Agrees not to allow the use of the premises for any purpose other than that specified and to insure that the specified use is carried out and conducted in a reasonable manner and is in compliance with any local, state or federal law.
10. No alterations to the premises and no decorations, or other materials or substances may be brought on the premises which are not in compliance with the insurance coverage of the RLPOA, or which are in violation of any local, state, or federal law.
11. Agrees to indemnify and hold harmless the RLPOA from any liability resulting from use of the premises. The resident agrees to be responsible and acknowledges any and all legal liability resulting from the disbursement of alcoholic beverages and has no license to permit sale or distribution of same to the public on the premises and further has no insurance coverage for such activity. The Resident therefore agrees to indemnify and hold harmless RLPOA from any liability resulting from the use or disbursement of liquor on the premises described above.
12. Agrees that for any activity where minors are involved, one adult chaperone will be present at all times for every five minors present during the entire function. The resident may be held responsible for contributing to the delinquency of a minor should any minor partake in alcohol or drugs in association with the function.
13. Is responsible for any and all damage which occurs during the rental period. Reasonable cost of repair or replacement will be deducted from the deposit to restore the premises to its' original condition. Damages in excess of the deposit will be billed to the resident. Unpaid damages will be subject to a lien against the resident's property.
14. No parking or driving on the grass. Vehicles parked on the grass or other common areas may be towed away. Unloading and packing up must be done from the parking lot only.
15. Keep music inside clubhouse – Any music coming from a live band, tape player or compact disc player shall be kept inside clubhouse.
16. Absolutely no smoking inside the building.
17. Tent Usage – In order to set up a tent on the clubhouse grounds for your function, you must request prior approval from the RLPOA Board of Directors or RLPOA agent. The tent must be set up less than 24 hours prior to the function and taken down within 48 hours after the function. Stakes for the tent cannot interfere with the sprinkler heads and underground lines. Lines will be marked by RLPOA 48 hours prior to your function.

*Revised 1/7/03 Amended 3/24/05 Amended 11/14/06 Amended 10/11/11 Amended 3/13/12*

**COMMON GROUND TREE PLANTING POLICY**  
*Board of Directors amended 12-13-11*

Raintree Lake Property Owners Association (RLPOA) encourages the planting of trees on the Common Ground to enhance the beauty of our community and improve the general environment. **Planting of trees can be done through the community's Adopt-A-Tree program or by individual residents. The procedures are as follows:**

1. Notify the office of request, and type of request (Adopt-A-Tree or individual purchase).
2. Select the area where you wish to plant the tree (s) and be willing to talk with neighbor about the tree and location. The office and Common Ground Committee must approve your selection of tree as well as the planting location to insure there are no unknown factors that would affect the planting. **Written approval must be obtained from the Common Ground Committee before anything is planted on the Common Ground. Approval will not be granted for tree planting requests if the common ground is not adjacent to the homeowner's property making the request.**
3. Select a variety of tree from the following list:

**FLOWERING TREES**

Crab, Spring Snow  
Redbud, Eastern

**SHADE TREES**

Maple, Red (Sunset)  
Maple, Sugar  
Birch, River  
Oak, Pin  
Oak, Red  
Elm, Lace Bark

***NOTE:** The goal is to insure tree varieties introduced to Raintree are disease resistant, insect resistant, do not have noxious odors or fruit or leaves that are toxic or a nuisance and generally improve the overall appearance of the community. Shrubs are generally not acceptable for planting in the Common Ground. Mature tree photos are available at the office for resident review. Other trees may be acceptable, but if you wish to plant another variety not on the approved list the Common Ground Committee must approve the request.*

4. Trees must be planted at least three (3) feet inside the Common Ground boundary. It is the responsibility of the individual planting the tree to insure excavation for the planting will not impact underground utilities. Trees must be planted so as to allow ten (10) feet ) of clearance from other trees, shrubs, above ground utility service installations, lake shore, drainage ditches, buildings or any other stationary object that would impede the passing of a tractor drawn mowing device.
5. When all of the above conditions have been met, you may proceed with the actual planting of the tree.
6. If a resident receives a tree through the community Adopt-A-Tree Program, the resident agrees to aid RLPOA in keeping the newly planted/replaced common ground tree alive, by watering the tree for a minimum of two (2) years.
7. Before any tree is removed from the Common Ground, you must check with the Common Ground Committee.

**COMMON GROUND REGULATIONS**

Driving on Common Ground with cars, motorcycles or off-road vehicles are not allowed. Only limited motorized travel is allowed on Common Ground areas for homeowners with disabilities and/or mowing. Exceptions may be granted by the RLPOA General Manager.

Because of the liability involved, homeowners can not use the Common Ground for personal recreational items such as trampolines, playground equipment, etc. No fencing is allowed on Common Ground (including underground wire fencing).

Any damage done to the Common Ground area will be repaired by the homeowner causing the damage.

Drain/water pipes crossing Common Ground must be approved by the RLPOA Board of Directors or the Board may delegate the responsibility to a committee. The RLPOA is not responsible for damage to pipes put in by residents on common ground. *Approved June 8, 2004. Amended by the Board on February 8, 2005.*

### **Vandalism, Theft and Destruction of Property**

Lot owners are deemed responsible for the actions of their children, other family members, guests, tenants and licensees. Appeals by an underage offender would only be heard if accompanied by a parent or guardian.

Reckless and dangerous use of RLPOA common ground will be defined as, but not limited to: fire of any sort, contained or not, by wood, gas or charcoal. Any projectile objects, such as bow and arrows, BB and/or air pellet guns, paint ball guns, etc.

Violations include acts of vandalism, theft or intent to deface or destroy any part of the association's property, watercraft stored or moored in the association's boat slips, common ground or storage and maintenance areas.

Violations will result in the following:

- Immediate suspension from common area and/or lake with or without watercraft.
- Criminal prosecution
- Cost to repair damages
- Legal costs
- Suspension from the privileges of membership, to include the right to vote and the use of the lake and pool for a period (minimum of thirty (30) days not to exceed ninety (90) days) for each violation, along with the members of his/her family and guests. (This will occur after an individual is found/pleads guilty in a court of law). *Board approved May 11, 2010.*

Common Ground shall not be used for any organized team sports activities with the exception of the use of the swimming pool by the Raintree Rays, a swim team sponsored by RLPOA. Organized team sports shall mean any collection or assemblage of persons functioning within a formal structure, under the coordination and direction of coaches and/or participants in a sanctioned sports league. *Board approved November 23, 2010.*

### Violation Levels

1st Offense	\$25.00 fine and loss of all privileges for seven (7) days
2nd and succeeding offenses	\$100.00 fine and loss of all privileges for ninety (90) days

Privileges will be suspended for all members of the household. Offenses will be cumulative for a twelve (12) month period and will drop back one level if no offense occurs during a twelve (12) month period. *Amended March 24, 2005*

These Common Ground regulations are not inclusive.

## **CLOSED RECORDS POLICY**

**Resident Files:** All resident files, including but not limited to, phone numbers, bank account information, violations, assessment balances and legal proceedings that have not been recorded.

**Legal Correspondence:** Legal actions, causes of action, litigation and any confidential or privileged communications between association representatives and its attorneys.



**Pending Purchasing Files:** Specifications for competitive bidding, until either the specifications are officially approved or the specifications are published.

**Sealed Bids:** Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed.

**Leasing or Purchase of Real Estate:** Where public knowledge of the transaction might adversely affect the legal consideration during negotiations.

**Personnel Files:** Hiring, firing, disciplining or promoting of particular employees when personal information about the employee is discussed or recorded. "Personal information" means information relating to the performance or merit of individual employees. This exemption shall not apply to the names, positions, salaries and lengths of service.

**Financial Records:** Excluding Final Audit Report and Budget/Actual. Financial records requests will be submitted in writing with purpose and intent of usage, binding with affidavit, on a case by case basis, to be reviewed and determined by the Board of Directors.

**Executive Session Minutes:** Exec sessions encompass legal issues, personnel issues, negotiations of real estate, which if made public would adversely affect the ability of the Board to negotiate.

**Professional Services/Consultants:** Where public knowledge of provided services might adversely affect the legal consideration during negotiations and/or confidential or privileged communications between association representatives and its auditor. All final audit reports issued by the auditor are to be considered open records. *Board approved July 8, 2008*

## **RAINTREE LAKE PROPERTY OWNERS ASSOCIATION ARCHITECTURAL REVIEW BOARD GUIDELINES FOR ARCHITECTURAL CONTROL**

*Guidelines reviewed and amended by the Board of Directors 12-13-11.*

The Architectural Review Board (hereafter ARB) of the Raintree Lake Property Owners Association has been charged with the responsibility of preserving and enhancing property value at Raintree. The ARB meets this responsibility by the following actions:

- 1) Approval of plans and specifications of all proposed new construction at RAINTREE.
- 2) Approval of plans and specifications for all improvements of property at RAINTREE.
- 3) Determination that grounds and building maintenance at RAINTREE are satisfactorily performed and is administered by Raintree Lake Codes Enforcement.

New construction and/or improvements to an existing structure must have approval of the ARB.

While legal documents of the Raintree Lake Property Owners Association permit up to thirty (30) days for approval or rejection of submitted plans, the ARB has established ten (10) working days as a goal for completion of the review process.

All applications for construction and/or improvements to lots, multi-family residential units and/or commercial units shall have all assessments, fines and/or liens paid to date before construction and/or improvement application shall be placed on the ARB agenda.

The application of this policy with regard to Article VII, Section 4, of the Covenants and By-laws of the association shall not affect the thirty (30) days ARB limit.

## NEW CONSTRUCTION APPROVAL

To maintain the quality of RAINTREE, certain criterion for new homes has been established by the ARB. These criteria for new homes may vary between specific areas within RAINTREE and may change from time to time within a specific area but will always be set in a fashion to maintain a quality residential atmosphere.

### GENERAL RAINTREE REQUIREMENTS FOR NEW HOME CONSTRUCTION

The general Raintree new home requirements are set forth below:

#### **Square Footage**

All sections of single-family residences at RAINTREE have minimum square footage areas which will vary by type of home.

- (A) Split level homes or split foyer with garage under (side to side) shall have a minimum of 1,200 square feet on the ground and above the garage area, combined. It shall have an additional 250 square feet of finished living area either finished above or below the primary living area. Primary meaning area finished over the garage and area opposite garage, a total of 1,450 square feet with not less than a two-car garage. The primary structure, not to include wing or walls or overhang porches or decks shall have an overall length of not less than 46 feet.
- (B) Two-story houses must have 800 square feet on the first floor and at least 1,400 square feet on both levels with an attached garage or carport.
- (C) Ranch type homes shall have at least 1,200 square feet with an attached garage or carport.
- (D) Ranch type homes with drive under garages shall have at least 1,400 square feet.

The words (for enclosed floor area) as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio area, basements, garage, porches or attics. A residence containing less than the minimum enclosed floor area provided herein may be erected on any of said lots with the written consent of the ARB, it being intended that the foregoing shall serve as a guide for the ARB's consideration.

#### **Garages**

Each residence shall have an attached or basement private garage for not less than two (2) nor more than three (3) vehicles. The driveway on each lot shall contain sufficient paved area for the off-street parking of at least two cars. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting the street.

#### **Frontage**

To maintain and promote a quality appearance to new construction in Raintree, a minimum of thirty percent (30%) of the total frontal (street elevation) area of the home shall be of one or more of the following materials: stucco, brick, stone, rock or other masonry products. The balance of material may be wood lap siding, grooved sheathing, vinyl siding, stucco or a board and batten composition, however, other materials and/or combination of above materials will be considered in keeping with architectural style and reviewed on a case by case basis. New materials and technology will be reviewed on a case by case basis. *Approved 1995*

#### **Colors**

Exterior colors must be subdued and in harmony with other surrounding homes in the community. For your convenience a reference book has been developed by the ARB and is available in the office for your use or you may submit your own color as desired. Provide paint samples of color pallet including but, not limited to, main house color, trim, accent color, door etc. with your application. Also include samples of other materials such as stone or brick and product literature as applicable.

## **Plans and Specifications**

To properly review new construction proposed for RAINTREE, the ARB has established the following types of plans and specifications which must be submitted for approval in duplicate.

- (A) Blueprints will be of professional quality and drawn to a scale of not less than one-fourth (1/4) inch to a foot.
- (B) The following blueprints will be submitted for each element of new construction:
  - (1) Front elevation
  - (2) Rear elevation
  - (3) Side elevation
  - (4) Floor plan of each floor
  - (5) Foundation plan
- (C) Specifications of major building materials (exterior)
- (D) A plot plan prepared by a registered surveyor will be provided which identifies:
  - (1) House and driveway placement on lot
  - (2) Location of easements
  - (3) Location of proposed fences
  - (4) Existing and proposed grades
  - (5) Landscape plan

*NOTICE: A SAMPLE PLOT PLAN IS AVAILABLE FOR STUDY AT THE RLPOA OFFICE.*

It is highly recommended that the builder, representative or owner be present at the ARB meeting when submitting plans for approval.

## **Completion of Structures**

No lot or land may be improved, used or occupied for purpose other than as provided by applicable zoning laws and the restrictions filed of record in relation thereto.

## **Uncompleted Structures**

No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed, nor until the landscaping, as approved by the ARB, shall have been completed or other arrangements for completion shall have been approved by the ARB.

## **Area and Width**

No residential structure shall be erected on any building plot, which plot has minimum lot width in size, less than that shown on the recorded plat.

## **Temporary Structures**

Temporary shelter is allowed so long as it is only visible during setup, duration and cleanup of an activity not to exceed seventy-two (72) hours. (Note: This will allow EZ Up Tents and other temporary cover).

All residences and other buildings shall be of initially new construction. No building shall be moved onto

any lot or other tract of land. *Amended March 24, 2005*

### **Detached Structures**

The ARB has determined that detached structure or outbuilding lessens the integrity of the RAINTREE community. No detached structures or outbuildings will be approved except dog pens and play houses which meet the required specifications.

### **IMPROVEMENT OF EXISTING STRUCTURE**

The ARB must have sufficient information with which to evaluate proposed improvements to existing structures in RAINTREE prior to issuing approval for the commencement of the improvements. All requests for improvements of existing structures will be made to the ARB by means of a completed improvements Permit Application, together with the necessary additional information called for below and for each type of improvement.

### **General Requirements for All Improvements**

The applicant shall submit:

- (1) Two (2) copies of a plot plan showing the location of the proposed improvements on the lot, existing grades at the nearest property line with proposed finish grades as applicable to the improvement.
- (2) Two (2) copies of front, rear and side elevations with floor plan structural cross-sections where applicable. Plans or specifications should indicate the type of materials and the color of the exterior.

### **Rules and Guidelines for Home Additions/Remodels**

- (1) Any exterior changes or alterations must be submitted and approved by the ARB.
- (2) Lee's Summit Zoning Board Application (copy) must be attached.
- (3) Multiple applications may be required depending on changes made.
- (4) In the event the Owner shall initiate construction or any improvement or alteration, without prior written approval of the ARB, per "Enforcement of ARB Violation Fines and Structure" Section (b), the member will be assessed a fine of \$200.00. Section (d) states: Upon receipt of the citation either by mail or in person, the member shall cease construction or improvement and Section (f) have ten (10) days following the date of the notice to submit a request of the ARB for review and approval of construction and Section (i) Should the member continue the work in progress without approval or without submission of an application the member will be fined at the initial rate of \$25.00 per week to begin fourteen (14) days following the date of the original notice. This \$25.00 per week fine shall continue each week for a four (4) week period with notice of each weekly violation. Section (j) following said four (4) week period, the rate may increase to the sum of \$50.00 per week to a maximum of \$2,000.00 in total fines.
- (5) No building shall be permitted to stand with its exterior in an unfinished condition for longer than six (6) months after commencement of construction. Landscaping or sod is required when ground disturbance is greater than ten percent (10%) in front and/or twenty-five percent (25) % in back or side(s) of yard.
- (6) 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.
- (7) 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.
- (8) The owner shall comply with the City of Lee's Summit Ordinance governing erosion control.
- (9) The owner agrees to maintain the lot reasonably free of papers, trash, all unusable wood and building debris.

(10) The Board of Directors may approve an extension, based on case-by-case basis. *Board approved on August 12, 2008*

### **Landscape Improvements**

Landscape improvements are considered to be terraces, retaining walls, unusual vegetation covering or dense shelter belts, walks, detached patios, cabanas or decks, etc.

Applicant shall submit:

- (1) Two (2) copies of plot plan showing the location of the proposed improvements on the lot, existing grades at the nearest property line with proposed finish grades as applicable to the improvement.
- (2) Two (2) copies of additional plans as required to evaluate the appearance of the improvements and type of construction including the type of material used, the color of the finished improvement and the type of vegetation, if any.

### **Fences**

Applicant shall submit:

- (1) Two (2) copies of plot plan showing the location of the entire proposed fence on the lot with relation to the lot lines and the outline of the home.
- (2) Two (2) copies of additional plans as required to evaluate appearance and type of construction of the fence including type of material and finished color.

## **ARCHITECTURAL GUIDELINES**

The ARB has established the following guidelines for specific types of construction and improvements at RAINTREE.

### **BUILDING ALTERATIONS, ADDITIONS, AND DETACHED STRUCTURES**

#### **General Policy**

Any addition to an existing building, any exterior alteration, or change in an existing building, or any new detached structure must have the approval of the ARB before any work is undertaken. Examples of such projects include a deck, fireplace, fence, etc.

Any addition, exterior alteration, or change to an existing building shall be compatible with the design character of the original building. Any new detached structure shall be compatible with the parent structure.

#### **Awnings**

The guidelines for residents and builders are as follows:

- (1) Size and color of the awning shall be approved by the ARB.
- (2) The awning shall only be attached to the home and shall not extend a distance in excess of three (3) feet from the home.
- (3) Any decorative fencing in the front of model homes shall similarly be temporary and done pursuant to size and standards to be propounded by the ARB.
- (4) Retractable awnings for the back deck or back patio will be considered on a case by case basis. Include all dimensions, specifications, color, location, and product image along with your request to the ARB.

#### **Exterior Color and Materials**

Exterior paint color must gain the approval of the ARB when repainting in an existing color or a new color excluding repairs. Colors must be subdued and in harmony with other surrounding homes in the community. For your convenience a reference book has been developed by the ARB and is available in the

office for your use or you may submit your own color as desired. Provide paint samples of color pallet including, but not limited to, main house color, trim, accent color, door etc. to the ARB for approval. Also include in the submission a photo of the front elevation of the home, this will allow the ARB to understand the context of the color scheme and other materials that will be adjacent to the colors. *Board approved Oct. 11, 2011*

## **Roofs**

No flat roofs will be constructed without approval by the ARB. It is generally believed that flat roofs do not enhance the appearance of structures.

The Raintree Lake development was conceived with wood roofing as the desired material for the look of the entire development. If you have this type of roof and would like to maintain it you are in compliance with the original vision of the community. New developments in other roofing materials have allowed homeowners other options that achieve the look of wood shingles without some of the draw backs. For that reason, the following composition materials and colors are considered acceptable, subject to approval through the ARB submittal process: Composition roofs must be a pattern that simulates a wood shingle roof and has a dimensional design. Simple “running bond” layout of composition tiles is not acceptable. “Premium” and/or “Designer” patterns will be reviewed on a case by case basis. THICKNESS of shingles must meet the manufacturer’s term of 40 year warranty. Most roof shingles come with a lifetime warranty, so it is imperative to confirm the THICKNESS is 40 year or better.

Roof colors and names vary from manufacturer to manufacturer. Weather Wood is the only approved color for the community. Other colors will be considered on a case by case basis. They must be in the brown color range. Examples include: GAF colors: Barkwood, Driftwood, Mission Brown, Slate, and Weathered Wood. Owens Corning colors: Autumn Maple, Brownwood, Chestnut, Driftwood, Estate Gray, Granite, Mesquite, Storm Cloud, Summer Harvest, Sycamore, Timber, and Teak. The homeowner must state in writing the reason why Weathered Wood color is not acceptable for their home.

The ARB recommends LEED (Leadership in Energy and Environmental Design) and will allow Energy Star colors in the following colors: GAF: Cool Weathered Wood. Owens Corning: Frosted Oak and Sunrise. *Amended October 11, 2011*

## **Vinyl Siding**

New home or replacement vinyl siding shall be embossed wood-grain or smooth finish in subdued color (Glacier White and Snow White are not allowed). Profile to be vertical, flat tongue and groove-type appearance. Horizontal, simulated lap siding is not allowed (except on a case-by-case basis, and then with a maximum total width of 10’-0” for very limited use in ridge or accent areas). At the present time, Wolverine vinyl siding “Perimeter” series and Alside “Charter Oak” series are the only manufacturers and lines presently approved. Vinyl soffits may use the Wolverine “Restoration Beaded Triple 2” or “Universal Soffit Triple 4” or the Alside “Invisible Ventilation” Series. Other manufacturers may be considered for approval as long as the following minimum specifications are met:

- Panel lengths; minimum 8’-0”. Properly sealed box channels may be used for breaks in material at similar locations where the typical wood (Masonite, etc.) siding is abutted. Butting or lapping of panels is not acceptable. Trim to match siding in color and material. Window frames may be wrapped in same material.
- 4”- 6” vertical profile with recesses; grooves a min of .438”.
- Warranty lifetime transferable.
- Siding to be not less than 44-mil thickness.
- Trim to match siding in color and material.
- Window frames may be wrapped in same material.
- Materials to meet: ASTM D-3679 standard for Rigid Polyvinyl Chloride.
- ASTM D-1435 standard for weathering.
- ASTM D-659 standard for acceptable chalking.
- Tensile strength 7,344 psi.

- E84 fire test rating.
- Deflection temperature 168° F.
- Color shall be throughout material.
- Sealants used to be silicon based and color matched.

Installation to be by a bonded and insured installation company, certified in writing by the manufacturer, and shall be in conformance with The Society of the Plastics Industry, and written manufacturer's instructions.

Installation must be complete with associated weatherproof end and corners closures, etc.

Vinyl siding will not be allowed on the front elevation (street side) of a new home. These should consist of the following; brick, stone, stucco, synthetic stucco, painted lap siding with a minimum of thirty percent (30%) being masonry. Vinyl siding is discouraged for use as replacement siding on the front of existing homes but will be considered on a case-by-case basis.

Prior to any siding being installed, homeowners or builders must submit for approval to the ARB. Included in this submittal shall be manufacturer's literature, including detailed specifications, an actual piece of the material to be used, showing profiles, and color and certificate from the installer showing that the contractor who will be installing this siding is approved, bonded, insured, etc. Sketches, showing the home's elevations and indicating the location of any breaks in the material.

### **Fences, Walls and Screens**

The ARB's goal is to keep all fencing or screening as harmonious as possible with the architectural character of the community. Any fence or screen must have the approval of the ARB before installation is undertaken.

No fence or screen will be approved if this installation will obstruct sight lines for vehicular traffic. Undue obstruction of view of lake or other amenities from adjoining property will be taken into consideration by the ARB when reviewing fences for approval.

In general, fences shall not be nearer to the front of the structure than the rear foundation line of the structure. The ARB may permit, as an exception, fences not closer than twenty-two (22) feet from the front foundation line in order to permit uniformity with fencing on adjoining lots or for unique circumstances with regard to access or need for fencing on that particular lot.

Fences may be privately installed but must be constructed to professional levels of quality. Non-professionally installed fences will be inspected by a representative of the ARB after completion to insure that the final product is of professional quality, and final approval of the fence is withheld until successful completion of this final review.

### **Materials and Finish for Fences**

- Wood fencing or screening will be approved if the design is in conformity with the architectural design of the community.
- The Board will not approve an application for the installation of chain link or other galvanized-metal fencing unless it has wood posts and rails.
- All fencing or screening should preferably have finish material on both sides. If only one side has finish materials, that side must face the public side of the individual lot. The Board recommends rail or picket-type construction. Recommendations include: 1) 48" wood picket with 2-3" spacing between pickets 2) 48" black aluminum with spacing between spindles 3) 48" black welded steel with spacing between spindles Shadow box style fences are allowed on arterial roads only. Any variation other than the above will be reviewed on a case-by-case basis. *Board amended July 26, 2006. Amended October 11, 2011.*
- Walls above grade should be constructed of natural stone, masonry or attractive lumber.

### **Height Restrictions for Fences**

The ARB believes that the environmental integrity of the community will be materially lessened if the open nature of the community is damaged by a proliferation of fences of excessive height. The ARB will give

consideration to a variance in this height limit where the rear line of a lot abuts a major arterial roadway or in other clearly-unique circumstances.

Arterial roadways in RAINTREE have been defined as Ward Road, Missouri 150 Highway, Raintree Parkway, Raintree Drive and Cole Younger Drive.

The ARB encourages use of six (6) foot fences around the smaller patio area of the back yard of homes to secure privacy of the immediate patio area while permitting the feeling of spaciousness throughout the open area and back yards of homes. The specific fence height restrictions are set forth below:

- (A) Property fencing and walls above grade shall not exceed four (4) feet above grade.
- (B) The ARB will not consider for approval any proposed fence which exceeds four feet in height unless the rear line of that lot abuts a major arterial roadway or offers some other circumstance clearly unique to that lot.
- (C) Patio screens shall not exceed six (6) feet in height.

### **Landscaping and Planting**

Landscaping and planting, for existing homes, in general does not require the approval of the ARB.  
*Amended March 24, 2005*

Trees, hedges, and shrubs, which restrict sight lines for vehicular traffic shall be cut back or removed.

Hedge type shrubs in a fence-like appearance may be installed in front of the foundation line of a residence. Other locations upon approval by the ARB, as long as said plantings;

- (a) Plantings are no greater than thirty-six (36) inches in height
- (b) Plantings are not more than thirty-six (36) feet in length
- (c) Plantings do not entirely enclose any area of the yard, so as to constitute fencing
- (d) Plantings do not unduly restrict the view of the lake, amenities or other properties and shall not have a solid growth pattern.

Special landscaping beyond that normally associated with a single family residence must be approved by the ARB prior to its installation.

Decorative trellis and landscaping borders of a fence-like appearance may be installed in front of the foundation line of a residence upon approval by the ARB so long as said construction:

- (a) Is no greater than thirty-six (36) inches in height.
- (b) Is no more than thirty-six (36) feet in length
- (c) Does not entirely enclose any area of the yard so as to constitute fencing.
- (d) Is limited to a border or trellis of approved materials, including split rail, wrought iron, or other approved materials not to be of chain link or coated-wire mesh.
- (e) Is in conformity with the architectural design of the home and community.
- (f) Does not unduly restrict the view of the lake, amenities or other properties and shall not be of solid stockade-type construction.

Full sodding of the entire lot is required for all single-family residence after outside of home is completed.

### **Exterior Antennas**

Television or radio antennas are not allowed by any unit owner upon any lot or exterior of a dwelling. The ARB has determined that inside attic antennas are technically sufficient to serve residents at RAINTREE and recommends use of these antennas. The ARB will not approve a request to install or erect a television or radio antenna on the exterior of a dwelling. Approval of HD or "Special Use" antennas will be considered on a case by case basis. Position, appearance and design should be taken into consideration. Pictures, dimensions, details of the antenna and installation along with photos or plans indicating location



of installation location are to be included with the application to the ARB.

### **Wind Turbines, Solar Panels, Weather Stations**

Wind turbines, solar panels and weather stations shall be considered on a case-by-case basis before the ARB. *Approved September 8, 2009*

### **Swimming Pools**

Permanent-type, back-yard swimming pools must have the approval of the ARB before any work is undertaken. Permanent, back-yard swimming pools will be approved by the ARB only after careful consideration of the potential effect of such a pool on neighboring property.

Temporary swimming pools above grade having a depth less than twenty-four (24) inches require no such approval.

An application for the construction of a permanent-type, back-yard swimming pool will not be considered unless the application is accompanied by an application for an acceptable fence design. The design shall conform to county or municipal regulations for such fencing. Use of plantings in the vicinity of the pool is recommended to soften the effect of sound on adjacent property.

All pool construction should be submitted to the City of Lee's Summit Zoning Board for approval before submitting to the ARB.

A swimming pool, spa or other pool of water greater than twenty-four (24) inches in depth shall be separated from adjoining property by a fence at least four (4) feet in height, provided with gates, which shall be kept locked when the pool or spa is unattended.

Spas, hot tubs, Jacuzzis and yard pools must have the approval of the ARB before any work is undertaken. The application for such structure will not be considered unless the application is accompanied by an application for acceptable fence design. The design shall conform to municipal regulations for such fencing. The structure will be approved after careful consideration of the effect on neighbors and property.

### **Driveways and Patio**

Extensions, widening, or re-routing of existing driveways must have the approval of the ARB before any work is undertaken. Acceptable materials include concrete or pavers, no asphalt will be allowed.

### **Parking Pad Guidelines**

Minimal parking pads will be considered on a case-by-case basis for approval if the following requirements are strictly adhered to:

1. No free-floating pads will be approved (i.e. not attached to existing or proposed construction).
2. The pad must be attached to adjacent slab.
3. Visual screening must be provided (i.e., berm, landscaping, etc.)
4. Approximate size must not exceed 8' x 20'.
5. Project or additional work must be approved by the ARB prior to installation to avoid fines. *Amended March 24, 2005.*

### **Retaining Walls**

Any retaining wall must be approved by the ARB before installation is initiated.

Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern will not be approved.

### **Detached Structures**

The ARB has determined that detached structures or outbuildings lessen the integrity of the RAINTREE community. No detached structure or outbuildings will be approved except dog pens and play houses which meet the required specifications.

## **Play Equipment**

Children's play equipment such as sandboxes, temporary swimming pool having a depth less than twenty-four (24) inches, play houses and tents shall not require approval of the ARB provided that such equipment is in good repair (including painting), and every reasonable effort has been made to screen or shield such equipment from view.

Equipment higher than fifty-two (52) inches shall require approval as to design, location, color, material and use. Play houses shall not exceed twenty-four (24) square feet and shall not exceed fifty-two (52) inches in height at roof peak. No shed-type roofs will be approved.

Play houses shall be of wood material. No metal playhouses will be approved.

Swing sets and play equipment will be allowed and must meet the following requirements:

- a) Color: must be subdued and within harmony with other colors of the community including slides, swings and canopies.
- b) Material: must be timber construction. Other materials will be considered on a case by case basis.
- c) Use: play equipment is intended for juvenile play only
- d) Restrictions: total elevated platform cannot exceed twenty-four (24) square feet

Tree houses are prohibited.

Permanent basketball goals must be approved by the ARB. Goals must show location on the application when submitted. Temporary goals must be stored out of sight of street view, lake view, amenity view or that of a neighbor, when not upright in proper location.

## **Dog Pens**

Dog pens or runs may be approved provided they adjoin the rear of the house with the axis, parallel to the rear of the house, not to extend further forward than the rear foundation line of the house and not to extend more toward the side lot line than the rear corner of the house, and is otherwise compatible with standards applicable to fences. The ARB recommends fencing to match existing fencing if applicable, see FENCE, WALLS AND SCREENS; MATERIALS FOR FENCES. Pens shall be adjoining the house and the ARB will not approve an application for installation of chain link or other galvanized metal fencing.

The aforesaid pen shall be a maximum of six (6) feet in width and a maximum of twelve (12) feet in depth from the rear foundation line of the house. The base shall consist of at least four- (4) inch reinforced concrete with a one- (1) foot drainage ditch containing gravel fill adjoining the base. There shall be no cover on top of the structure. The owner will be responsible for policing of the aforesaid area to insure compliance with nuisance and sanitation standards.

## **MISCELLANEOUS**

**Exterior lighting** shall not be directed in such a manner as to create an annoyance to adjacent property.

**Trash and/or yard waste containers** shall not be permitted to remain visible from the street except on resident's day of trash collection. If necessary, these containers may be placed at the curb AFTER DARK the night before collection. Yard waste including branches, must be kept to the side or behind the residence out of sight or view of the street, until day of pick or after dark the night before. Yard waste may not be left out more than one week on side or back of house. Storing of trash and/or yard waste containers (full or empty) shall not be permitted to remain where they are visible from the street at any time. Violations of these rules will result in a warning for the first offense and a fine of \$10.00 for each succeeding violation. Each day may be deemed to be a separate offense. *Amended by the Board of Directors September 14, 2004.*

**Garage doors** shall be kept closed except during times of actual use of the garage facility.

Collapsible and removable **clotheslines** will be permitted by the ARB. Permanent clotheslines will not be approved.

Equipment, personal property or landscaping of any kind, which is no longer appropriately or safely used for the purpose for which it is manufactured or designed, is prohibited. Equipment, fencing, play equipment, personal property and landscaping must be maintained by homeowner. A fine can be imposed

if the problem is not corrected in a timely manner. Exceptions could be made on an individual basis by the ARB. *Board approved 6-12-12.*

### **PROJECTS NOT REQUIRING ARB APPROVAL (ADDED 3/17/07)**

The ARB and RLPOA Board deems that the following projects may be started and completed in a timely fashion without the need for prior ARB approval.

#### **Doors/Windows/Skylights**

1. Exact replacement of doors, windows and skylights.
2. Replacement of wood garage doors with aluminum or steel garage door, so long as the color of the new doors remains the same color as the doors being replaced or white.
3. Replacement of rotted wood around windows with wood or current acceptable material that resembles wood in appearance.
4. Installation of front or back storm door in black, almond or white.

#### **Guttering**

1. Replacement of guttering and repair of soffit with exact same material. Installation of Gutter Cover.

#### **Fences**

1. Removal of existing fences, patio privacy screens, slatted sun covers, arbors and play equipment.
2. Hidden fences that are below ground.
3. Exact replacement and repair of existing fences, providing that the height, type, color, material and location of the fence does not change with the exception for non-conforming fences or encroachment of common ground.
4. Staining of natural wood color.

#### **Satellite Dish**

*The following guidelines and recommendations were approved by the Board of Directors on September 10, 1996. Amended May 11, 2004 .Amended March 17, 2007.*

1. The diameter shall be no larger than one (1) meter (39 inches).
2. No satellite dish shall be installed on Common Ground property.
3. The preferred location, allowing for good reception, is the back yard within close proximity of the dwelling.
4. The installation should be as unobtrusive as possible and landscaping is suggested to screen the satellite dish so as to maintain some aesthetic qualities.
5. Satellite dish shall not be higher than twelve inches (12") above the roofline.
6. High definition antennas must be mounted to dish or in attic.

#### **Spas, hot tubs, Jacuzzis and temporary swimming pools with depth less than 24 inches.**

1. Spas, hot tubs and Jacuzzis with locking lid that is placed on deck or patio.
2. Temporary swimming pools with depth less than 24 inches.

#### **Sun Covers**

1. Installation of portable metal and canvas sun covers providing the portable canvas sun cover is not installed on the deck or patio before March 1 and must be removed by November 1 and is kept in good repair. Solid earth tone colors only. Must be placed on deck or patio or will be defined under the "temporary structure" rule in guidelines.

#### **Landscaping and Planting**

1. Landscaping and planting, for existing homes, in general does not require approval.
2. Special landscaping beyond that normally associated with a single family residence must be approved by the ARB. Example retaining walls that could not be laid by hand and are greater than 36" in height or more than 36' in length.

## **ENFORCEMENT OF GUIDELINES FOR ARCHITECTURAL CONTROL**

Means of enforcement of RAINTREE'S Architectural Control Guidelines are provided by terms contained in the Covenants, Conditions and Restrictions document filed October 29, 1973, on all property sold thereafter at RAINTREE. (Jackson County, Missouri, Document No. 1-167323)

The Covenants generally provide that the ARB has the right and the duty to promulgate and enforce reasonable rules to "regulate the external design, appearance, use, location and maintenance of the properties and of improvements thereon in such a manner so as to preserve and enhance values, and to maintain a harmonious relationship among structures and the natural vegetation and topography".

These guidelines represent specific written interpretations issued by the ARB as their means of satisfying their obligation to regulate property use at RAINTREE.

### **Appeal of ARB Findings**

Any property owner who believes that the ARB has unfairly judged their request for either new construction or an improvement to an existing structure may appeal that finding in writing to the RLPOA Board of Directors. The Board of Directors may, upon two-thirds (2/3) vote of the Directors; overturn the findings of the ARB if the Board of Directors believes that the original finding was unfair.

### **Enforcement**

The Covenants provide that the RLPOA, after due notice to the landowner, may enter onto any property being built or maintained in violation of these guidelines and correct the violation. The cost of such correction of the violation will be assessed against the land in violation and, if not paid on a timely basis by the landowner, become a lien on the property.

## **PROCEDURE FOR ENFORCEMENT OF COVENANTS PARKING TRUCKS, BOATS, AND TRAILERS**

The following procedure shall be enforced as adopted by the Raintree Lake Property Owners Association Board of Directors to carry out the covenants and restrictions of the RLPOA. Specific to Article VIII, Section 9 and Article IX, Section 7.

**REFERENCE:** Parking of Motor Vehicles, Boats and Trailers.

### **PROCEDURE:**

- A. The enforcement of this policy and procedure shall be the responsibility of the General Manager of the Association.
- B. Notification of violation of Article VIII, Section 9 and/or Article IX, Section 7 shall be mailed and/or delivered to property owner and/or lessee. Violator will be given five (5) days to correct violation.
- C. If violation is not corrected, property owner and/or lessee shall be notified of suspension of membership rights for thirty (30) days. And a twenty-five (\$25) fine shall be imposed for the first violation. Thereafter, each five day period of disregard the fine shall be fifty (\$50) dollars.
- D. Continued disregard of violation by property owner and/or lessee shall be cause for suspension of all membership rights for up to one (1) year.

E. The individual in question shall have the right to an appeal and appear before the RLPOA Board of Directors for a hearing on the violation and/or the suspension of membership rights. The Board of Directors of RLPOA shall retain the right to revise and/or modify this procedure when necessary.

F. The following definitions and variances shall be referenced under this procedure.

1. TRUCK shall be defined as any vehicle rated over one (1) ton and will not be parked on any street, driveway, or Lot for a period to exceed three (3) hours except at actual construction site.

2. COMMERCIAL VEHICLE shall be defined as any vehicle that can be described as or has any one (1) or more of the following characteristics: bus, dump truck bed, tow truck bed, boom truck bed, flat bed, stake truck, box truck, refrigerated bed, greater in size than 13,000 GVWR, or greater than 22 feet length. *Effective May 1, 2007.* A commercial vehicle shall further be defines as any vehicle with a passenger capacity in excess of eight (8) persons or having combined commercial markings, signs, overlays, banners, etc. in excess of six (6) square feet of surface area. *Effective September 1, 2007.* Beginning May 1, 2008 it shall also include ladder rack(s), side glass rack(s), and/or tubing/pipe holder(s).

3. All other type of motor vehicle, which is deemed to be detrimental to property values and/or considered unsightly within the residential area, shall be included in this procedure.

4. BOATS, CAMPERS, BOAT TRAILERS and/or RECREATIONAL VEHICLES shall be granted special maintenance permits for a time period not to exceed ten (10) days each during the spring and fall season. This permit system shall be administered and maintained by the association office.

THIS POLICY APPROVED AT THE MAY 21, 1991 BOARD MEETING. EFFECTIVE DATE OF ENFORCEMENT JUNE 15, 1991. Amended February 8, 2005. Amended March 24, 2005. Amended March 13, 2007.

## **ARTICLES OF INCORPORATION OF RAIN TREE LAKE PROPERTY OWNERS ASSOCIATION, INC.**

### **ARTICLE ONE NAME**

The name of this corporation is RAIN TREE LAKE PROPERTY OWNERS ASSOCIATION, INC., which corporation is hereinafter sometimes referred to as the "Association."

### **ARTICLE TWO REGISTERED OFFICE AND AGENT**

The address of its registered office in the State of Missouri is 501 West Lexington Street, Independence, Missouri, and its registered agent at said address is Richard A. King.

### **ARTICLE THREE DURATION**

The duration of the Association is perpetual.

### **ARTICLE FOUR PURPOSE AND POWERS OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots, commercial and industrial units, and common area within certain tracts of property described as: *(please see the Secretary for a copy of the legal description)*.

And, to promote the health, safety and welfare of the residents and the environment within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation, as provided in Article Nine herein, and for these purposes:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declarations," applicable to the heretofore described property recorded or to be recorded in the office of the Jackson County, Missouri, Recorder of Deeds at Independence, Missouri, and in the office of the Cass County, Missouri, Recorder of Deeds at Harrisonville, Missouri, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth at length.
- (b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration: to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association, and to manage condominium property.
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.
- (d) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.
- (e) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Not for Profit Corporation Law of the State of Missouri by law may now or hereafter have or exercise.
- (f) The foregoing notwithstanding, no substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the United States Internal Revenue Code. The Association shall not directly or indirectly participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

## **ARTICLE FIVE MEMBERSHIP**

Every person or entity who is a record owner of a fee or undivided fee interest in any lot or in other land where multi-family residential or commercial units are located, or in Developer Owned Acreage, as defined in the heretofore identified Declaration, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot or other land which is subject to assessment by the Association. Ownership of such lot or other land shall be the sole qualification for membership.

## **ARTICLE SIX VOTING RIGHTS**

The Association shall have three (3) classes of voting membership:

Class A. Class A members shall be all owners of single-family residential lots with the exception of the Developer, as defined in the heretofore identified Declaration. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article Five. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lots shall be exercised as they among themselves determine, but

in no event shall more than one vote be cast with respect to any lot, except as hereinafter provided for Class C voting rights.

Class B. Class B members shall be all persons or entities other than the Developer owning land upon which multi-family residential units or commercial units have been developed as defined in the heretofore identified Declaration. Class B members shall be entitled to one vote for each multi-family residential unit and one vote for each 5000 square feet or major fraction thereof of floor space in commercial units located upon land in which they hold the interest required for membership in Article Five.

Class C. The Class C member shall be the Developer, which in accordance with the heretofore identified Declaration shall mean RAINTREE LAKE DEVELOPMENT CORPORATION, INC., a Missouri Corporation, and its successors and assigns. The Class C member shall be entitled to five (5) votes for each 5000 square feet, or major fraction thereof, of developed multi-family residential or commercial floor space comprising units upon land in which the Developer holds the interest required for membership by Article Five. The Class C member shall be entitled to one hundred (100) votes for each acre or major fraction thereof Developer Owned Acreage, as defined in the heretofore identified Declaration, in which it holds an interest required for membership by Article Five. Class C membership may be converted to Class A or B, as appropriate, in relation to any parcel or parcels of property at any time, at the option of the Developer, by the delivery of written notice to the President of the Association, and shall in any event cease to exist, and all lots and other land owned by the Developer shall become the subject of Class A or B membership, as appropriate, on January 1, 1994.

## **ARTICLE SEVEN BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a Board of nine (9) directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The nine (9) directors shall be elected by classes according to the classes of voting memberships in the Association provided in Article Six. One (1) director shall be elected by Class A members voting at the annual meeting of the Association, one (1) director shall be elected by Class B members voting at the annual meeting of the Association, and seven (7) directors shall be elected by Class C members voting at the annual meeting of the Association. The foregoing notwithstanding, when there shall no longer be any Class C membership in the Association the directors shall be elected as follows: Three (3) directors shall be elected by Class A members voting at the annual meeting, three (3) directors shall be elected jointly by Class A and Class B members voting at the annual meeting without regard to class. All directors shall be elected for a term of one year and shall serve until their successors shall have been elected and qualified. The number of directors elected by each class of members and the duration of the terms of directors may be changed by amendment of the By-Laws of the Association. Any director may be removed from office as provided by the By-Laws of the Association, and in the event of such removal at the creation of a vacancy through other cause, the vacancy created by the Board of Directors shall be filled as provided by the By-Laws of the Association.

## **ARTICLE EIGHT LIABILITIES AND ENCUMBRANCES**

Section 1. Liabilities. The highest amount of indebtedness or liability, direct or contingent, to which this Association may be subject at any one time shall not exceed \$100,000.00 while there is a Class C membership, and thereafter shall not exceed 150 per cent of its income for the previous fiscal year, provided that additional amounts may be authorized by the assent of two-thirds (2/3) of the membership of each class.

Section 2. Encumbrances. The Association may mortgage real estate which it shall own as a part of the Common Area, or encumber personal property, for the purpose of securing indebtedness which it may incur in accordance with Section 1, next above, with the assent of two-thirds (2/3) of the Class A and B votes cast at a regular or special meeting of the Association and the approval of the Class C member(s), if any.

## **ARTICLE NINE**

## **ANNEXATION OF ADDITIONAL PROPERTIES**

Section 1. The Association may, at any time, annex additional residential properties and common areas to the properties described in Article Four, and so add to its membership under the provisions of Article Five, provided that any such annexation shall have the assent of two-thirds (2/3) of all votes cast without regard to class on the approval of such annexation at a special meeting called for the purpose of considering this question or the annual membership meeting of the Association. At this meeting, the presence of members or of proxies entitled to cast sixty per cent (60%) of all of the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 2. If within ten years of the date of incorporation of this Association the Developer, as heretofore identified, should develop additional lands within the immediate vicinity of, and contiguous to, the heretofore described properties, such additional lands may be annexed to said properties without the assent of any member other than the Developer.

## **ARTICLE TEN MERGERS AND CONSOLIDATIONS**

To the extent permitted by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of all votes cast, without regard to class, on the approval of such annexation at a special meeting called for the purpose of considering this question or the annual membership meeting of the Association. At this meeting, the presence of members or of proxies entitled to cast sixty per cent (60%) of all of the votes of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above, and the required quorum at any such subsequent meeting shall be one-third (1/3) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

## **ARTICLE ELEVEN AUTHORITY TO DEDICATE**

The Association shall have power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of all eligible votes in each class under the provisions of Article Six agreeing to such dedication, sale or transfer.

## **ARTICLE TWELVE DISSOLUTION**

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Class A membership, two-thirds (2/3) of the entire Class B membership, and the entire Class C membership, if any. Upon dissolution of the Association, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Association, dispose of all of the assets of the corporation by donating them to another not-for-profit association devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association.

## **ARTICLE THIRTEEN AMENDMENTS**

Amendment of these Articles shall require the assent of two-thirds of each class of membership. *Amended language on 23<sup>rd</sup> day of May, 1984.*

As long as there is a Class C membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles. *Amended on 23<sup>rd</sup> day of May, 1984.*



IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Missouri, we, the undersigned, constituting the Incorporators of this Association, have executed these Articles of Incorporation this 24<sup>th</sup> day of September, 1973.

Wilmer C. Andes  
Bob W. Curry  
Paul L. Roberts

## **DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Please see the Secretary for a copy of the legal description.

### **ARTICLE I DEFINITIONS**

**Section 1.** "Association" shall mean and refer to the RAINTREE LAKE PROPERTY OWNERS ASSOCIATION, its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the Members of the Association.

**Section 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat relating to the Properties excepting the Common Area, Developer Owned Acreage, and land devoted to use by Multi-Family Residential or Commercial Units.

**Section 5.** "Developer Owned Acreage" Shall mean land lying within the heretofore described properties which is owned by the Developer which has not been subdivided into lots or developed into Multi-Family Residential or Commercial Units, including the Common area and other land improved by the construction lakes, dams, parks and clubs thereon.

**Section 6.** "Multi-Family Residential Units" shall mean occupied living units situated in a duplex, apartment, townhouse or other structure which affords residential living space for more than one family on land located within the properties, whether such units are owned or leased by the occupant. For purpose of this instrument Multi-Family Residential floor space which is constructed for sale pursuant to the condominium Property Act, Chapter 448, Revised Statutes of Missouri 1969, shall be considered occupied when it is conveyed by the builder to the first owner who takes title under the act; the actual occupancy of such units shall not be material. Multi-Family units which are constructed for rental, and to which title to one or more buildings is retained by a single landlord, shall be considered occupied only when a valid lease to such premises is in effect.

**Section 7.** "Commercial Units" shall mean occupied premises upon which commercial business operations are conducted, without regard for whether such unit is owned or leased by the Occupant, on land located within the premises. For purposes of this instrument commercial buildings shall be considered occupied only when business activity is actually being conducted on the premises or a valid lease to such premises is in effect between the Owner and some other individual or entity.

**Section 8.** "Member" shall mean and refer to every person or entity who holds membership in the Association pursuant to Article III of the Declaration.

**Section 9.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or other land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 10.** "Declarant" shall mean and refer to RAINTREE LAKE DEVELOPMENT CORPORATION, a Missouri Corporation, and its successors and assigns.

**Section 11.** "Developer" shall refer to RAINTREE LAKE DEVELOPMENT CORPORATION, a Missouri Corporation, and its successors and assigns.

**Section 12.** "Parcel" shall mean and refer to all platted portions of the Properties consisting of one or more lots or Multi-Family Residential or Commercial Units which are subject to the same supplementary Declaration.

**Section 13.** "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant or Developer which contains such complementary

provisions in relation to a Parcel as are authorized herein and required for the general welfare of Owners or Occupants of lots or units within the Parcel.

## **ARTICLE II ANNEXATION OF ADDITIONAL PROPERTIES**

**Section 1. Annexation by the Membership.** Annexation of additional property to be made subject to these restrictions will require the assent of two-thirds (2/3) of all votes cast without regard to class at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast sixty (60%) percent of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-third (1/3) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, Members not present may give their written assent to the action taken thereat.

**Section 2. Annexation by the Developer.** The foregoing notwithstanding, if within 10 years of the date of incorporation of the Association the Developer should develop additional lands within the immediate vicinity of, and contiguous to, or immediately adjacent to a public road or area which is contiguous to, the heretofore described land subject to this Declaration, such additional lands may be annexed to said properties without the assent of any Member other than the Developer.

## **ARTICLE III MEMBERSHIP**

Every person or entity that is a record owner of a fee or undivided fee interest in any lot or of land where Multi-Family Residential or Commercial Units are located, or of Developer Owned Acreage, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot or other land which is subject to assessment by the Association and within the foregoing definition. Ownership of such lot or other land shall be the sole qualification for Membership.

## **ARTICLE IV VOTING RIGHTS**

The Association shall be three (3) classes of voting membership:

**Class A.** Class A Members shall be all Owners of Single-Family Residential lots, with the exception of the Developer. Class A Members shall be entitled to one vote for each lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any lot, all such persons shall be Members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot, except as hereinafter provided for Class C voting rights.

**Class B.** Class B Members shall be all persons or entities owning land upon which Multi-Family Residential Units or Commercial Units have been developed. Class B Members shall be entitled to one vote for each Multi-Family Residential Unit and one vote for each 5000 square feet or major fraction thereof of floor space in Commercial Units located upon land in which they hold the interest required for membership in Article III.

**Class C.** The Class C Member shall be the Developer. The Class C Member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Article III. The Class C Member shall be entitled to three (3) votes for each 5000 square feet, or major fraction thereof of developed Multi-Family Residential or Commercial floor space comprising units upon land in which Developer holds the interest required for membership by Article III. The Class C Membership shall cease to be converted to Class A or Class B membership, as appropriate, on the happening of either of the following events, whichever occurs earlier;

- a) When the total outstanding in the Class A Membership and the Class B Membership equal the total votes outstanding in the Class C Membership, or
- b) On January 1, 1994.

## **ARTICLE V PROPERTY RIGHTS**

**Section 1. Members Easement of Enjoyment.** Every member shall have a right and easement of enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot or other tract of land, excepting unimproved acreage not owned by the Developer, subject to the following provisions:

- a) The right of the Association to limit the number of guests of members, other than the Developer;
- b) The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the common area;
- c) The right of the Association, in accordance with its Articles and by-laws, to borrow money for the purpose of improving the common area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the homeowners hereunder unless and until such time as any mortgage shall be foreclosed in accordance with the laws of the State of Missouri, in which case the relative interests of the parties shall be controlled by such laws;
- d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which an assessment against his lot remains unpaid; and for a period not to exceed 90 days for any infraction of its published rules and regulations;
- e) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, other than the dedication of a utilities easement, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of all eligible votes in each class under the provisions of Article IV has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than 30 days nor more than 60 days in advance;
- f) The right of the Association to make reasonable rules and regulations and impose reasonable restrictions upon such use and enjoyment for the benefit of all members, their guests and assigns;
- g) The right of the Developer by Supplementary Declaration to limit access to, or membership in, club houses and clubs by class of property ownership or parcel. Such power to limit membership and access being, however, specifically limited to club houses and clubs;
- h) The rights of the mortgagee under any deed of trust of record at the time this instrument is filed to foreclose pursuant to Missouri law free of the rights of Members of the Association herein created.

**Section 2. Delegation of Use.** Any Member may delegate, in accordance with the bylaws, his right to enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers.

**Section 3. Title to the Common Area.** The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common area to the Association, subject to existing encumbrances and liens, upon demand by the Board of Directors of the Association, or at such time as the Declarant may wish to make, and the Board of Directors wished to accept, such a conveyance.

## **ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each lot and all other land owned within the properties, hereby covenants, and each owner of any lot or other land upon which Multi-Family Residential units or Commercial Units have been developed, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree, effective January 1, 1975, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for maintenance and capital improvements, such assessments to be fixed, established and collected from time

to time as hereinafter provided, and (3) annual or special parcel assessments or charges which shall be established and collected as provided herein and in Supplementary Declarations recorded pursuant hereto. The annual special and parcel assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to the successors in title unless expressly assumed by them.

## **Section 2. Purpose of Assessments.**

- a) **Annual Assessments.** The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the properties, and in particular for the improvements and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common area, and of the buildings situated upon the properties, and for any other purpose which is necessary or desirable for the maintenance and improvement of the properties and Common area or which is to be of general benefit to the Owners and Occupants.
- b) **Special Maintenance Assessments.** Special assessments may be imposed by the Board of Directors upon any Lot or other land upon which Multi-Family Residential or Commercial Units are located, for the purpose of maintaining the exterior appearance thereof if the Owner shall have failed or refused to do so, including but not limited to mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representative of the Association and its duly authorized agents or employees shall have the rights, after reasonable notice to the Owner, to enter upon any lot, unit or other property at reasonable hours on any day except Sunday.
- c) **Special Assessments for Capital Improvements.** In addition to the foregoing the Association may levy in any assessment year uniform special assessments against lots, units and acreage, by category, applicable to that year and not more than the next two succeeding years, for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common area, including fixtures and personal property related thereto, providing that any such assessment shall have the assent of the Class C Member and be approved by two-thirds (2/3) vote of Class A and B Members present and voting in person or by proxy at a regular or special membership meeting.

## **Section 3. Parcel Assessments.**

- a) **Purpose of Assessment.** Annual parcel assessments shall be used for such purpose as are authorized by the Supplementary Declaration for each Parcel.
- b) **Method of Assessment.** The annual assessment for each parcel shall be levied by the Association against lots or units in a parcel, using the basis set forth in the supplementary Declaration for the given Parcel, and collected and disbursed by the Association. The Board of Directors, in accordance with each Supplemental Declaration, shall fix the annual Parcel assessment for each Parcel and the date(s) such assessment becomes due.
- c) **Special Parcel Assessments for Capital Improvement.** In addition to the annual Parcel assessments authorized above., the Association may levy in any assessment year a special assessment against the lots of a parcel for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Class A and B votes relating to lots or units in the Parcel cast in person or by proxy at a meeting of Class A and B Members owning lots or units within the parcel.

**Section 4. Maximum Annual Assessment.** Beginning January 1, 1975, and until January 1, 1978, the maximum annual assessment, as determined by the Board of Directors of the Association, shall be One hundred Eighty Dollars (\$180.00) for each lot., One hundred Sixty Dollars (\$160.00) for each Commercial Unit, One Hundred Twenty Dollars (\$120.00) for each Multi-Family Residential Unit, and Twenty-Five

Dollars (\$25.00) per acres (and major fraction thereof) for each acre of undeveloped and unplatted land not owned by the Developer; provided, however, that assessments for all lots, units and land owned by the Class C Member, as defined in Article IV, shall be assessed separately from other lots, units, and land, as may be reasonably necessary to provide for the care, maintenance and welfare thereof, without regard to the foregoing maximum annual assessments and without regard to the assessments imposed against other lots, units and land.

- a) From and after January 1, 1978, the maximum annual assessment in each of the heretofore enumerated categories may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington D.C.) for the preceding month of July.
- b) From and after January 1, 1978, the maximum annual assessment for any or all categories may be increased without regard to the Consumer Price index formula by a vote of the Members for the next succeeding year, and at the end of each such period of one year, for each succeeding year, provided that any such change shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth and the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- c) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum, provided, however, the actual assessments for each of the heretofore identified categories must bear the same ratio to the assessments imposed in other categories as the maximum annual assessment for each such category bears to the maximum annual assessments for other categories.

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate within all categories of lots, units and land, and may be collected on a monthly basis.

**Section 6. Quorum for any Action Authorized under Sections 2 and 4.** At a first meeting called, as provided in Sections 2 (c) and 4 (b) hereof, the presence at the meeting of Members or of proxies entitled to cast sixty per cent (60%) of all votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Section 2 and 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all lots, units and other land heretofore enumerated on January 1, 1975, or on the first day of the month following the conveyance of such lots, the occupancy of Multi-Family Residential or commercial Units, and the conveyance of undeveloped and unplatted acreage not owned by the Developer, whichever occurs last. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot, unit or tract of land at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, which may require payments on a monthly basis. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the association setting forth whether the assessments on a specified lot, unit or tract have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Effect of Nonpayment of Assessments: Remedies of the Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common area or abandonment of his lot or property.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot or land shall not affect the assessment lien. However, the sale or transfer of any lot or land which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 10. Exempt Property.** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all property dedicated to and accepted by a local public authority; (b) the Common area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Missouri. However no land or improvements devoted in whole or part to dwellings, multi-family residences or commercial shall be exempt from said assessment.

## **ARTICLE VII ARCHITECTURAL CONTROL**

**Section 1. The Architectural Review Board.** An Architectural Review Board consisting of three or more persons shall be appointed by the Class C Member. At such time as the Class C Membership shall cease to exist, the Board shall be appointed by the Board of Directors.

**Section 2. Purpose.** The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

**Section 3. Conditions.** No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Developer to an owner shall be made or done without the prior approval of the Architectural Review Board, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written approval of the Architectural Review Board.

**Section 4. Procedures.** In the event the Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. The applicant may appeal any adverse Architectural Review Board decision to the Board of Directors, which may reverse or modify such decision by a two-thirds (2/3) vote of Directors.

**Section 5. Exceptions to Use Restriction.** The Architectural Review Board shall have the power to make variations, alterations and changes in the restrictions set forth in Articles VIII and IX of this Declaration and similar Articles in Supplementary Declarations, where the Board is specifically given such power in such Supplementary Declarations as to any lots, units, or land, provided the same is accomplished for the mutual benefit of the applicant Owner and the Owners of surrounding lots, units and land. Any decision of the Architectural Review Board in relation to any exception authorized by this section may be appealed to the Board of Directors of the Association, which may reverse or modify such decision by a two-thirds (2/3) vote of the directors.

## **ARTICLE VIII GENERAL USE RESTRICTIONS**

All of the existing property and all additional lands which shall be subject to this Declaration under Article II above shall be subject to the following use restrictions:

**Section 1. Compliance with Laws and Restrictions.** No lot or land may be improved, used or occupied for purpose other than as provided by applicable zoning laws and restrictions filed of record in relation thereto.

**Section 2. Uncompleted Structures.** No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed, nor until the landscaping as approved by the Architectural Review Board shall have been completed or other arrangements for completion shall have been approved by the Architectural Review Board.

**Section 3. Area and Width.** No residential structure shall be erected on any building plot, which plot has a minimum lot width and size less than that shown on the recorded plat.

**Section 4. Easements.** Easements for installation and maintenance of utilities and drainage facilities are and will be reserved by Developer as shown on the recorded plats of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and tract of land and all improvements in it shall be maintained continuously by the Owner of the land, except for those improvements for which a public authority or utility company is responsible.

**Section 5. Nuisances.** No noxious or offensive activity shall be carried on upon any portion of the properties, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. No exterior lighting shall be directed outside the boundaries of a Lot or other tract, unless authorized by the Developer, Architectural Review Board or other governmental or community authority.

**Section 6. Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently, or on any other property as a Multi-family Residential or Commercial Unit.

**Section 7. Animals.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot or other tract of land, except dogs, cats or other household pets may be kept in residential areas, provided that they are not kept, bred or maintained for any commercial purposes, and except one horse may be kept for non-commercial purposes on any 40,000 square feet or larger lot.

**Section 8. Garbage and Refuse.** No lot or other tract of land shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, kept in a clean and sanitary condition, and housed and screened as specified by the Architectural Review Board.

**Section 9. Parking or Motor Vehicles Boats and Trailers.** No trucks or commercial vehicles, boats or other similar water-borne vehicles, house trailers, boat trailer, trailers or every other description, campers or camping units shall be permitted to be parked or to be stored on any lot or other tract of land used for residential purposes unless they are parked or stored in any enclosed garage or in such other enclosure approved by the Architectural Review Board, except only during periods of approved construction on the land.

**Section 10. Utilities.** Water, gas, electricity, telephone and other utilities shall be located underground on each residential lot and other tracts of land, except perimeter lots and tracts.

**Section 11. New Construction.** All residences and other buildings shall be of initially new construction. No building shall be moved onto any lot or other tract of land.

**Section 12. Signs.** No signs or advertising the sale or rental of any lot or other land, whether or not improved, located within the properties shall be erected except those which shall be furnished or approved by the Developer of not more than five (5) square feet in area advertising new buildings for sale or rental by the builder of single-family Residential homes or the developer of Multi-Family residential or Commercial Units. No other signs of any type whatsoever may be placed or erected on residential property. Signs appropriate to the use thereof, anything to the contrary herein notwithstanding, may be placed or erected on Commercial Units following occupancy and approved by the Architectural Review Board.

**ARTICLE IX**  
**ADDITIONAL USE RESTRICTIONS APPLICABLE TO RESIDENTIAL LOTS**

All lots, as heretofore defined, located within the existing properties or additional lands which shall be subject to the Declaration under Article II above shall be subject to the following use restrictions in addition to those contained in Article VIII, next above:

**Section 1. Land Use.** None of said lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer or commercial builders) and no flat or apartment house, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of said lots shall be designed and used for occupancy by a single family.

**Section 2. Height Limitation.** Any residence erected on any of said lots shall not be more than two (2) levels in height, above ground, provided that a residence more than two (2) stories in height may be erected on any of said lots with the written consent of the Architectural Review Board.

**Section 3. Minimum Size Requirements.** Any residence consisting of a single level above ground level shall contain a minimum of 1200 square feet of enclosed floor area. If, however, a single level residence shall contain a basement garage, the minimum enclosed floor area shall be 1400 square feet. Any residence consisting of two levels above ground level shall contain a minimum of 800 square feet of enclosed floor on the first level above ground level and an overall minimum of 1400 square feet of enclosed floor area in the two levels above ground level. Any residence consisting of a level or part of a level below ground level with garage beneath a part of the living area, sometimes referred to as a "split-level" or a "split foyer", shall have a minimum of 1200 square feet of total enclosed floor area on the level above the ground level and above the garage. It shall have an additional 250 square feet of enclosed floor area either above or below the principal living area, for a total minimum enclosed floor area of 1450 square feet. The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all year occupancy, computed on outside measurements of the residence, and shall not mean or include any patio areas, basements, garages, carports, porches or attics. A residence containing less than the minimum enclosed floor area provided herein may be erected on any of said lots with the written consent of the Architectural Review Board, it being intended that the foregoing shall serve as a guide for the Board's consideration.

**Section 4. Building Lines.** No part of any residence shall be located on any lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat. However, a residence or part of any residence may be located on any lot nearer than the said building line shown upon said plat with the written consent of the Architectural Review Board.

**Section 5. Garages.** Each residence shall have an attached or basement private garage for not less than two nor more than three cars, provided, however, that the use of a two or three car carport instead of a garage shall be permitted if the minimum ground level enclosed floor area of the residence shall be 1200 square feet. The driveway on each lot shall contain sufficient paved area for the off-street parking of at least two cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street.

**Section 6. Signs.** No signs of any kind shall be displayed to public view on any lot except one professional sign of not more than one square foot or a sign which meets the specifications enumerated in Article VIII, Section 12, hereof.

**Section 7 Parking of Motor Vehicles, Boat and Trailers.** No trucks or commercial vehicles, boats, or other similar water-borne vehicles, house trailers, boat trailers of every other description, campers or camping units shall be permitted to be parked or to be stored on any lot, nor shall any inoperative vehicle of any type be parked or stored on any lot for more than 72 hours unless they are parked or stored in an enclosed garage or in such other enclosure approved by the Architectural Review Board, except only during periods of approved construction on the lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.



**Section 8. Antennas and Towers.** No antenna or tower shall be erected upon any lot, unless with the prior written approval of the Architectural Review Board.

**Section 9. No Commercial Activities.** No commercial activity of any kind shall be conducted on any lot, but nothing herein shall prohibit the carrying on of promotional activities by the Developer.

**Section 10. Elevation.** No building shall be constructed with its ground level below an elevation of 962 feet above sea level.

**Section 11. Sewers.** Lots with an area of 15,000 square feet or more may install a private sewer system or septic tank on an interim basis pending completion of a public sewer disposal system. Said system or private sewer shall be disconnected and the lateral lines connected to the public sewer system within one year from the date said public sewer system is operative.

## **ARTICLE X GENERAL PROVISIONS**

**Section 1. Enforcement.** The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 2. Severability** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 3. Amendment.** The covenants and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any lot, unit or tract of land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety per cent (90%) of the total votes in the Association, without regard to class, and thereafter by an instrument signed by members entitled to cast not less than seventy-five percent (75%) of the total votes in the Association, without regard to class. Any amendment must be properly recorded.

**Section 4. Limitations.** As long as there is a Class C Membership, the Association may not use its resources nor take a public position in opposition to the General plan of Development or to changes thereto proposed by the Developer. Nothing in this section shall be construed to limit the rights of the members acting as individuals or in affiliation with other members or groups.

**Section 5. FHA/VA Approval.** As long as there is a Class C Membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of Additional properties, dedication of Common area, and amendment of this Declaration of Covenants, Conditions and restrictions.

**Section 6.** The Common Area shall not be mortgaged or conveyed without the consent of at least two-thirds of the Class A and Class B membership. As Amended 5/22/84.

### **BY-LAWS OF RAINTREE LAKE PROPERTY OWNERS ASSOCIATION, INC. AMENDED AND RESTATED IN THEIR ENTIRETY ON MARCH 26, 2015**

#### **ARTICLE I: NAME AND LOCATION**

The name of the corporation is **Raintree Lake Property Owners Association, Inc.**, hereinafter referred to as the "Association." The principal office of the corporation shall be located at 825 S.W.

Raintree Drive, Lee's Summit, Missouri, but meetings of Members and Directors may be held at such places within the State of Missouri, County of Jackson or Cass, as may be designated by the Board of Directors.

## ARTICLE II: DEFINITIONS

**Section 1.** "Association" shall mean and refer to the **Raintree Lake Property Owners Association, Inc.**, its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Area" shall mean all real property owned or leased by the Association for the common use and enjoyment of the Members of the Association.

**Section 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat relating to the Properties, excepting the Common Area, Developer Owned Acreage, and land devoted to use by Multi-Family Residential or Commercial Units.

**Section 5.** "Developer Owned Acreage" shall mean land lying within the heretofore described Properties which is owned by the Developer which has not been subdivided into Lots or developed into Multi-Family Residential or Commercial Units, including the Common Area and other land improved by the construction of lakes, dams, parks and clubs thereon.

**Section 6.** "Multi-Family Residential Units" shall mean occupied living units situated in a duplex, apartment, townhouse or other structure which affords residential living space for more than one family on land located within the Properties, whether such units are owned or leased by the occupant. For purpose of this instrument Multi-Family Residential floor space which is constructed for sale pursuant to the Condominium Property Act, Chapter 448, Revised Statutes of Missouri, 1969, shall be considered occupied when it is conveyed by the builder to the first Owner who takes title under the act; the actual occupancy of such units shall not be material. Multi-family units which are constructed for rental, and to which title to one or more buildings is retained by a single landlord, shall be considered occupied only when a valid lease to such premises is in effect.

**Section 7.** "Commercial Units" shall mean occupied premises upon which commercial business operations are conducted, without regard to whether such unit is owned or leased by the occupant, on land located within the Properties. For purposes of this instrument commercial buildings shall be considered occupied only when business activity is actually being conducted on the premises or a valid lease to such premises is in effect between the Owner and some other individual or entity.

**Section 8.** "Member" shall mean and refer to every person or entity ~~who holds~~ holding membership in the Association pursuant to Article III of the Declaration.

**Section 9.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other land which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**Section 10.** "Declarant" shall mean and refer to Raintree Lake Development Corporation, a Missouri corporation, and its successors and assigns.

**Section 11.** "Developer" shall refer to Raintree Lake Development Corporation, a Missouri corporation, and its successors and assigns.

**Section 12.** "Parcel" shall mean and refer to all platted portions of the Properties consisting of one or more Lots or Multi-Family Residential or Commercial Units which are subject to the same Supplementary Declaration.

**Section 13.** "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant or Developer which contains such complementary provisions in relation to a Parcel as are authorized herein and required for the general welfare of Owners and occupants of Lots or Units within the Parcel.

**Section 14.** "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Recorder of Deeds for Jackson County, Missouri, at Independence, Missouri, and in the Office of the Recorder of Deeds for Cass County, Missouri, at Harrisonville, Missouri.

### **ARTICLE III: MEMBERSHIP**

**Section 1. Membership.** Every person or entity that is a record Owner of a fee or undivided fee interest in any Lot or of land where Multi-Family Residential or Commercial Units are located, or of Developer Owned Acreage, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member of the Association. Any member which is a legal entity may designate an individual as agent to represent it in all matters concerning the Association. The foregoing is not intended to include persons or entities holding an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or other land which is subject to assessment by the Association and within the foregoing definition. Ownership of such Lot or other land shall be the sole qualification for Membership.

**Section 2. Suspension of Membership.** During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the recreational facilities of such Member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a Member may also be suspended, after notice and hearing, for a period not to exceed 90 days per violation, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

### **ARTICLE IV: PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

**Section 1. Members' Rights to Enjoyment.** Each Member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any Member may delegate his, her or its rights of enjoyment of the Common Area and facilities to the members of his or her family, his, her or its tenants or contract purchasers who reside on the property. Such Member shall notify the secretary in writing of the names of such delegates. The rights and privileges of such delegatee are subject to suspension to the same extent as those of the Member.

**Section 2. Charges and Fees.** The Association may charge reasonable admission and other fees for the use of any facilities situated upon the Common Area.

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

**Section 1. Number.** The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be Members of the Association; however, no Member of the Association who is not in good standing may serve, or continue to serve, as a Director, including any individual Director who serves as the representative or designee of a corporation, trust or other legal entity, which is a Member of the Association not in good standing.

**Section 2. Election.** The nine (9) Directors shall be elected by class A and B Members according to the classes of voting membership in the Association provided in Article IV of the Articles of the Incorporation and Article IV of the Declaration of Covenants, Conditions and Restrictions. At the membership meeting held on March 25, 1993, seven (7) Directors shall be elected by the Class A Members voting at the annual meeting with four (4) Directors to serve a two (2) year term and three (3) Directors to serve for a one (1) year term. Further at said meeting, two (2) Directors shall be elected by the Class B Members, one (1) of whom shall serve for a two (2) year term and one (1) shall serve for a one (1) year term. Thereafter, at each successive annual meeting of the membership until 2016, vacancies on the Board of Directors shall be filled by annual election for two (2) year term.

**Section 3. Transition to Three-Year Terms: 2016.** At the membership meeting held on March 31, 2016, three (3) Directors shall be elected by the Class A Members voting at the annual meeting with two (2) Directors to serve a three (3) year term and one (1) Director to serve for a two (2) year term. Further at said meeting, one (1) Director shall be elected by the Class B Members to serve for a three (3) year term.

**2017.** At the membership meeting held on March 30, 2017, four (4) Directors shall be elected by the Class A Members voting at the annual meeting with three (3) Directors to serve a three (3) year term and one (1) Director to serve for a one (1) year term. In 2017 and every third year thereafter, there shall be no Class B Director elected.

**2018.** At the membership meeting held on March 29, 2018, two (2) Directors shall be elected by the Class A Members voting at the annual meeting to serve a three (3) year term. Further at said meeting, one (1) Director shall be elected by the Class B Members to serve for a three (3) year term, thus completing the transition from two (2) to three (3) year terms, with the number of Directors to remain at nine (9) unless changed in conformity with the Articles of Incorporation and By-Laws of the Association. The Directors thereafter elected shall serve for a term of three (3) years and shall serve until their successors have been elected.

**Section 4. Term Limits.** There shall be no limit to the number of terms a Director may serve on the Board of Directors; provided, however, that no person shall be eligible to be elected to more than two consecutive three-year terms as a Director without remaining off the Board one year before returning to the Board.

**Section 5. Removal.** Any Director may be removed from the Board, with or without cause, by a majority vote of the class of Members which he or she represents. In the event of death, resignation or removal of a Director by a majority vote of the class of Members represented, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

**Section 6. Compensation.** No Director shall receive compensation for any service he or she may render to the Association. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties, as approved by the Board

**Section 7. Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

## **ARTICLE VI: MEETINGS OF DIRECTORS**

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

**Section 3. Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 4. Open Meetings and Records.** All meetings of the Board of Directors and records of the Association shall be open to all Members of the Association, except that the Board is authorized to close meetings, records and votes, to the extent they relate to the following:

(a) **Resident Files:** All resident files, including but not limited to, phone numbers, bank account information, violations, assessment balances and legal proceedings that have not been recorded;

(b) **Legal Correspondence:** Legal actions, causes of action, litigation and any confidential or privileged communications between association representatives and its attorneys.

(c) **Pending Purchasing Files:** Specifications for competitive bidding, until either the specifications are officially approved or the specifications are published.

(d) **Sealed Bids:** Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed or all proposals are rejected;

(e) **Leasing or Purchase of Real Estate:** Where public knowledge of the transaction might adversely affect the legal consideration during negotiations.

(f) **Personnel Files:** Hiring, firing, disciplining or promoting of particular employees when personal information about the employee is discussed or recorded. "Personal information" means information relating to the performance or merit of individual employees. This exemption shall not apply to the names, positions, salaries and lengths of service.

(g) **Financial Records:** Excluding Final Audit Report and Budget/Actual. Financial

records requests will be submitted in writing with purpose and intent of usage, binding with affidavit, on a case by case basis, to be reviewed and determined by the Board of Directors.

**(h) Executive Session Minutes:** Executive sessions encompass legal issues, personnel issues, negotiations of real estate, which if made public would adversely affect the ability of the Board to negotiate.

**(i) Professional Services/Consultants:** Where public knowledge of provided services might adversely affect the legal consideration during negotiations and/or confidential or privileged communications between association representatives and its auditor. All final audit reports issued by the auditor are to be considered open records.

**(j) PINs and Codes.** Records which identify the holder of a personal identification number (PIN) for the purpose of voting in any Association election, the portion of a record that identifies security systems or access codes or authorization codes for security systems of real property and records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of the Association;

**(k) Records Otherwise Protected or Deemed Protected.** Records which are otherwise protected from disclosure by law and records which would be protected from disclosure by law if the Association were to be deemed a “public governmental body” under the Missouri Sunshine Law, Sections 610.010-610.225, Missouri Revised Statutes

**Section 5. Closed Meetings – Procedure.** When proposing to hold a closed meeting or vote,

(a) The Board shall give notice of the time, date and place of such closed meeting or vote and the reason for holding it by reference to the specific exception allowed pursuant to these By-Laws. Such notice shall comply with the procedures set forth in Section 6, Reasonable Notice of Meetings; or

(b) The Board may convert or adjourn an open meeting to a closed meeting by an affirmative public vote of the majority of a quorum of the Board. The vote of each Director on the question of closing a Board meeting or vote and the specific reason for closing that Board meeting or vote by reference to a specific section of these By-Laws shall be announced publicly at an open meeting of the Board and entered into the minutes; or

(c) In the event of an emergency, a closed meeting of the Board may be called in accordance with the provisions of Section 2, Special Meetings, without advance notice to the membership; provided, however, that notice of the time, date and place of such closed meeting or vote, the nature of the emergency and the reason for holding a closed meeting by reference to the specific exception allowed pursuant to these By-Laws shall be mailed, first class postage prepaid, to each Member of the Association in good standing, not later than five (5) calendar days after such meeting.

(d) Any meeting or vote closed pursuant to these By-Laws shall be closed only to the extent necessary for the specific reason announced to justify the closed meeting or vote. The Board shall not discuss any business in a closed meeting, record or vote which does not directly relate to the specific reason announced to justify the closed meeting or vote.

(e) Nothing in these By-Laws shall be construed as to require the Board to hold a closed meeting, record or vote to discuss or act upon any matter.

**Section 6. Reasonable Notice of Meetings.** Except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws, notice of all meetings of the Board of Directors shall be given in a reasonable manner. Without excluding other means, such notice shall be presumed to be reasonable if it is given in any of the following ways:

(a) Notice published in the Association’s monthly newsletter, currently called **RLPOA Shoreline**, provided said newsletter is placed in the United States Mail, postage prepaid, at least five (5) days before the meeting or event for which notice is given;

(b) Signs legible from passing vehicles are placed, at least 48 hours in advance of the meeting or event announced, at the following entrances announcing the time and date of a Board meeting at its regular meeting location or the nature, time, date and place of any other event for which notice is required:

- (1) Regatta Drive and Highway M-150,
- (2) Raintree Drive, entering from Highway M-291 or outer road thereto,
- (3) Raintree Drive and Ward Road,
- (4) Raintree Parkway and Ward Road;

(5) Drake Drive and Ward Road;

(c) Notice given in accordance with the provisions of Section 355.251, Missouri Revised Statutes

**Section 7. Ethics.** The following ethics policy shall apply to Directors, officers, committees (and, where indicated, employees) and provides guidance for ethical issues and a mechanism for addressing unethical conduct.

(a) Board Responsibilities. It shall be the responsibility of the Directors, individually and collectively, to enforce the association's governing documents, collect and preserve the association's financial resources, insure the association's assets against loss, and keep the common areas in a state of good repair. To fulfill that responsibility, Directors must:

- (1) Regularly attend Board meetings,
- (2) Review material provided in preparation for Board meetings,
- (3) Review the association's financial reports, and
- (4) Make reasonable inquiry before making decisions.

(b) Professional Conduct. In general, Directors, officers and committee members must conduct all dealings with vendors and employees with honesty and fairness, and safeguard information that belongs to the association.

(1) Self-Dealing. Self-dealing occurs when Directors, officers, committee members or employees make decisions that materially benefit themselves or their relatives at the expense of the association. "Relatives" include a person's spouse, parents, siblings, children, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law and anyone who shares the person's residence. Benefits include money, privileges, special benefits, gifts or other item of value. Accordingly, no Director or committee member may:

- (A) Solicit or receive any compensation from the association for serving on the Board or any committee,
- (B) Make promises to vendors unless with prior approval from the Board,
- (C) Solicit or receive, any gift, gratuity, favor, entertainment, loan, or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the association,
- (D) Seek preferential treatment for themselves or their relatives,
- (E) Use association property, services, equipment or business for the gain or benefit of themselves or their relatives, except as is provided for all members of the association.

(2) Confidential Information. Directors, officers, committee members and employees are responsible for protecting the association's confidential information. As such they may not use confidential information for the benefit of themselves or their relatives. Except when disclosure is duly authorized or legally mandated, no Director, officer, committee member or employee may disclose confidential information. Confidential information includes, without limitation:

- (A) Private personal information of fellow Directors, officers and committee members,
- (B) Private personnel information of the association's employees,
- (C) Disciplinary actions against members of the association,
- (D) Assessment collection information against members of the association, except for unsatisfied judgments and liens, and
- (E) Legal disputes in which the association is or may be involved: Directors and officers may not discuss such matters with persons not on the Board without the prior approval of the association's general counsel. Failure to follow these restrictions could constitute a breach of the attorney-client privilege and loss of confidential information.

(3) Misrepresentation. Directors, officers, committee members and employees may not knowingly misrepresent facts. All association data, records and reports must be accurate and truthful and prepared in a proper manner.

(4) Interaction with Employees. To ensure efficient management operations, avoid conflicting instructions from the Board to management and avoid potential liability, committee members, Directors and officers shall observe the following guidelines:

- (A) The president of the Board shall serve as liaison between the Board

and management and provide direction on day to day matters.

(B) Except for the president, committee members, Directors and officers may not give direction to management, employees or vendors with the exception of the Nominating Committee Chairperson during election process and the Activities Committee regarding vendors for their events.

(C) Directors and officers may not contact management after hours unless there is an emergency representing a threat of harm to persons or property.

(D) If Directors, officers or committee members are contacted by employees with complaints, the employees shall be instructed to contact management or the Board as a whole.

(E) No Director or officer may threaten or retaliate against an employee who brings information to the Board regarding improper actions of a Director or committee member.

(F) Directors, officers and committee members are prohibited from harassing or threatening employees, vendors, Directors, officers, committee members, and owners, whether verbally, physically or otherwise.

(5) Proper Decorum. Directors, officers and committee members are obligated to act with proper decorum. Although they may disagree with the opinions of others on the Board or committee, they must act with respect and dignity and not make personal attacks on others. Accordingly, Directors, officers and committee members must focus on issues, not personalities and conduct themselves with courtesy toward each other and toward employees, managing agents, vendors and members of the association. Directors and officers shall act in accordance with Board decisions and shall not act unilaterally or contrary to the Board's decisions.

(c) Conflicts of Interest. Recognizing the primary duties of each Director, officer, committee member and employee of loyalty and fidelity to the Association and to manage the affairs of the Association fairly, honestly and economically in the exercise of their best judgment at all times, it shall be the responsibility of each Director, officer, committee member and employee to fully and frankly disclose to the Board any and all actual or potential conflicts or dualities of interest which may exist or appear to exist as to any matter or business which may come before the Board or a committee thereof at any time prior to action thereon. Such Director, officer or committee member shall neither vote nor endeavor to influence Board or committee action in any such matter. This requirement of disclosure of conflicts of interest shall not prohibit a Director, officer or committee member from responding to questions concerning the matter, nor from participating in discussion, nor from voting provided such action shall have been approved by resolution of the Board following disclosure and entered upon the record of the meeting. All conflicts disclosure and action taken thereon shall be recorded in the minutes of the Board. Further, Directors, officers and committee members must immediately disclose the existence of any conflict of interest of other Directors, officers or committee members of which they have personal knowledge. Directors and committee members must withdraw from participation in decisions in which they have a material interest. When situations arise in which the proper course of action is unclear, Directors, officers and committee members should immediately raise such situations with the Board. If appropriate, the Board may seek guidance from the association's legal counsel.

(d) Ethics Violations. Directors, officers and committee members who violate the provisions of this section are deemed to be acting outside the course and scope of their authority. Anyone violating this policy may be subject to immediate disciplinary action, including, but not limited to:

- (1) Censure,
- (2) Removal from committees,
- (3) Removal as an officer of the Board,
- (4) Request for resignation from the Board,
- (5) Recall by the membership, and
- (6) Legal proceedings.

Prior to taking any of the actions described above, the Board shall appoint an executive committee to investigate the violation. The committee shall review the evidence of violation, endeavor to meet with the Director/committee member believed to be in violation, confer with the association's legal counsel, and present its findings and recommendations to the Board for appropriate action. The Board shall endeavor to meet with the Director/committee member in executive session prior to imposing disciplinary action against that person.

## ARTICLE VII: NOMINATION AND ELECTION OF DIRECTORS

**Section 1. Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

**Section 2. Election.** Election to the Board of Directors shall be by written or electronic ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VIII: POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors shall have power:

(a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and establish penalties for the infraction thereof;

(b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) To employ a manager, and such other employees as they deem necessary, and to prescribe their duties.

(d) To employ independent contractors as needs arise and to prescribe their duties.

**Section 2. Duties.** It shall be the duty of the Board of Directors:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, and at any special meeting when such statement is requested in writing by one-third (1/3) of the class A and B Members who are entitled to vote;

(b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided herein and in the Declaration,

(1) To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XII, and

(2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid;

(e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;

(f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) To cause the Common Area to be maintained;

(h) To cause the exterior of the dwellings to be maintained.

## ARTICLE IX: COMMITTEES

**Section 1. Required Committees.** In addition to the Architectural Review Board required by the Declaration, the Board of Directors of the Association shall annually appoint a Nominating Committee.



The Nominating Committee shall consist of a Chairperson, designated by the Board of Directors, and at least four members, none of whom shall be a candidate for office. Any vacancy occurring in the Nominating Committee between annual membership meetings may be filled by majority vote of the remaining members of the Committee.

**Section 2. Other Committees.** In addition to the foregoing, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

## ARTICLE X: MEETINGS OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the last Thursday in March of each year thereafter, at the hour of 7:00 o'clock p.m. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to cast one-third (1/3) of all of the votes of the entire membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, first class postage prepaid, at least 15 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** Unless otherwise provided in the Declaration, Articles of Incorporation or these By-Laws, the presence at the meeting of the Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**Section 5. Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his, her or its Lot.

## ARTICLE XI: OFFICERS AND THEIR DUTIES

**Section 1. Enumeration of Offices.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**Section 5. Resignation And Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same

person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and written instruments and shall co-sign all promissory notes.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## ARTICLE XII: ASSESSMENTS

**Section 1. Creation of The Lien And Personal Obligation of Assessments.** By the Declaration each Member is deemed to covenant and agree, beginning January 1, 1975, to pay to the Association: (1) annual assessments or charges, and (2) special assessments for maintenance and capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided, and (3) annual or special Parcel assessments or charges which shall be established and collected as provided herein and in Supplementary Declarations recorded pursuant hereto. The annual, special and Parcel assessments, together with such interest thereon and costs of thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment together with such interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his, her or its successors in title unless expressly assumed by them.

**Section 2. Purpose of Assessments.**

(a) **Annual Assessments.** The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the improvements and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the buildings situated upon the Properties and for any other purpose which is necessary or desirable for the maintenance and improvement of the Properties and Common Area or which is to be of general benefit to the Owners and occupants.

(b) **Special Maintenance Assessments.** Special assessments may be imposed by the Board of Directors upon any Lot or other land upon which Multi-Family Residential or Commercial Units are located, for the purpose of maintaining the exterior appearance thereof if the Owner shall have failed or refused to do so, including, but not limited to, mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for roofs, gutters, downspouts, and exterior building surfaces, trees, shrubs, grass walks and other exterior improvements necessary to keep the Owner's property from deteriorating or becoming unsightly. For the purpose solely of performing the exterior maintenance authorized by this paragraph, representatives of the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot, Unit or other property at reasonable hours any day except Sunday.

(c) **Special Assessments for Capital Improvements.** In addition to the forgoing, the Association may levy in any assessment year uniform special assessment against Lots, Units and acreage, by category, applicable to that year and not more than the next two succeeding years, for the purpose of

defraying, in the whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, providing that any such assessment shall be approved by two-thirds (2/3) vote of Class A and B Members present and voting in person or by proxy at a regular or special membership meeting.

**Section 3. Parcel Assessments.**

(a) **Purpose of Assessments.** Annual Parcel assessments shall be used for such purposes as are authorized by the Supplementary Declaration for each Parcel.

(b) **Method of Assessment.** The annual assessment for each Parcel shall be levied by the Association against Lots or Units in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel, and collected and disbursed by the Association. The Board of Directors, in accordance with each Supplementary Declaration, shall fix the annual Parcel assessment for each Parcel and the date(s) such assessments become due.

(c) **Special Parcel Assessments for Capital Improvement.** In addition to the annual Parcel assessments authorized above, the Association may levy in any assessment year a special assessment against the Lots or Units of a Parcel for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of the class A and B votes relating to Lots or Units in the Parcel cast in person or by proxy at a meeting of Class A and B Members owning Lots or Units within the Parcel.

**Section 4. Maximum Annual Assessment.** Beginning January 1, 1975, and until January 1, 1978 the maximum annual assessment, as determined by the Board of Directors of the Association, shall be One Hundred Eighty Dollars (\$180.00) for each Lot, One Hundred Sixty Dollars (\$160.00) for each Commercial Unit, One Hundred Twenty Dollars (\$120.00) for each Multi-Family Residential Unit, and Twenty Five Dollars (\$25.00) per acre (and major fraction thereof) for each acre of undeveloped and unplatted land not owned by the Developer.

(a) From and after January 1, 1978, the maximum annual assessment in each of the heretofore enumerated categories may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

(b) From and after January 1, 1978, the maximum annual assessment for any or all categories may be increased without regard to the Consumer Price Index formula by a vote of the Members for the next succeeding year, and at the end of each such period of one year, for each succeeding year, provided that any such change shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles.

(c) After consideration of current maintenance cost and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum, provided, however, the actual assessments for each of the heretofore identified categories must bear the same ratio to the assessments imposed in other categories as the maximum annual assessment for each such category bears to the maximum annual assessments for other categories.

**Section 5. Method of Computation When Using The Consumer Price Index.** The Consumer Price Index establishes the United States City Average numerical rating upon which calculations are based as 126.20. This will be the base rating. To determine the percentage to be applied to the maximum annual assessment for each subsequent year, divide this base rating into the numerical rating established by the Consumer Price Index for the month of July preceding the proposed assessment year. The quotient resulting, if in excess of one (1) is multiplied by the prior year's annual assessment to obtain the assessment for the subsequent year.

**Section 6. Uniform Rate of Assessment.** Both annual and special assessments must be fixed at a uniform rate within all categories of Lots, Units and land, and may be collected on a monthly basis.

**Section 7. Quorum For Any Action Authorized Under Sections 2 and 4.** At the first meeting called, as provided in sections 2 (b) and 4 (a) hereof, the presence at the meeting of Members or of proxies entitled to cast sixty per cent (60%) of all the votes of each class of membership shall constitute a quorum.

If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in sections 2 and 4, and the required quorum at any subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

**Section 8. Date of Commencement of Annual Assessments: Due Dates.** The annual assessments provided for herein shall commence as to all Lots, Units and other land heretofore enumerated on January 1, 1975, or on the first day of the month following the conveyance of such Lots, the occupancy of Multi-Family Residential or Commercial Units, and the conveyance of undeveloped and unplatted acreage not owned by the Developer, whichever occurs last. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, Unit or tract of land at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors, which may require payments on a monthly basis. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot, Unit or tract have been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 9. Effect of Nonpayment of Assessments: Remedies of The Association.** Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his, her or its Lot or other property.

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or land shall not affect the assessment lien. However, the sale or transfer of any Lot or land which is subject to mortgage pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 11. Exempt Property.** The following property subject to the Declaration shall be exempt from the assessments created herein; (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Missouri. However, no land or improvements devoted in whole or part to dwelling, multi-family residences or commercial use shall be exempt from said assessments.

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

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member upon a ten (10) day written notice to the Association. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

### **ARTICLE XIV: CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: **Raintree Lake Property Owners Association, Inc.**

### **ARTICLE XV: AMENDMENTS**

**Section 1.** These By-Laws may be amended at a regular or special meeting of the Members by a vote of a majority of the total votes of the Association, without regard to class (**except when class voting is**

**required under Section 355.601, Missouri Revised Statutes),** or by a vote of two-thirds of a quorum of Members present in person or by proxy, whichever is less.

**Section 2.** In the case of any conflict between the Articles of Incorporation and these By-Laws, The Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

#### **ARTICLE XVI: MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

#### **CERTIFICATION: AMENDMENT AND RESTATEMENT OF BY-LAWS IN THEIR ENTIRETY**

I hereby certify that the foregoing By-Laws were amended in their entirety and restated at a special meeting of the membership of the Association, at which a quorum was present, held on March 26, 2015, by a vote of by two-thirds of the votes cast or a majority of the voting power, whichever is less, with written notice of said meeting given at the direction of the secretary by mailing a copy of such notice, specifying the place, day and hour of the meeting and the purpose of the meeting, first class postage prepaid, at least 15 days before said meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice.