

**BY-LAWS OF RAINTREE LAKE PROPERTY OWNERS ASSOCIATION, INC.  
AMENDED AND RESTATED IN THEIR ENTIRETY ON MARCH 26, 2015 AND REVISED ON  
MARCH 30, 2017**

**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 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 a quorum of the class of Members which he or she represents at an annual meeting or a special meeting called, in whole or in part, for that purpose. In the event of death, resignation or removal of a Director, 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. No Director removed for an Ethics Violation as provided in Article VI, Section 7(d) of these By-Laws, or who shall resign for any stated reason after the Board has directed that his or her removal be submitted to the class for a vote, shall be eligible to serve on the Board by election or appointment for a period of two years from the end of the term for which he or she was serving at the time of his or her removal or resignation.

**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.