

**RAINTREE LAKE
APPLICATION FOR MODIFICATION
OF BOAT SLIP**

DATE: _____

NAME OF APPLICANT: _____ PHONE: _____

LOT: _____ ADDRESS: _____

SLIP LOCATION: DOCK: _____ NUMBER: _____ NEW OR EXISTING LIFT: _____

TYPE OF INSTALLATION/MODIFICATION: _____

TYPE OF MATERIAL TO BE USED: _____

TYPE OF BOAT LIFT: _____ MODEL NUMBER _____

NAME OF BOAT TO UTILIZE LIFT: _____ MODEL NUMBER _____

TYPE OF BOAT TO UTILIZE LIFT: _____ LENGTH OF BOAT: _____

RUNABOUT

PWC

(Type of watercraft, mark one box)

DECK BOAT

PONTOON

OTHER
DESCRIBE

BEGINNING DATE OF INSTALLATION/MODIFICATION: _____ COMPLETION DATE: _____

I understand the lift will not be modified to accept a pontoon boat. And any modifications to the lift must receive additional approval from the Lake Committee.

SIGNATURE OF APPLICANT

THIS APPLICATION IS HEREBY APPROVED/DISAPPROVED

LAKE COMMITTEE CO-CHAIRMAN

LAKE COMMITTEE CO-CHAIRMAN

IF DISAPPROVED, LIST REASON(S) FOR DISAPPROVAL: _____

ADDENDUM TO LEASE OF BOAT SLIP

THIS ADDENDUM is made this _____ day of _____, _____, by and between Raintree Lake Property Owners Association, a Missouri, not-for-profit corporation ("Lessor") and _____, ("Lessee"). The boat slip identified as follows: Slip No _____ in Area _____ of Raintree Lake.

WITNESSETH:

That Lessee expressly agrees to obey and abide by all RLPOA Rules and Regulations adopted by the Raintree Lake Property Owners Association which are incorporated into this agreement by reference as if fully set out herein. Violation of such rules and regulations can constitute default under the terms of this Lease Agreement, thereby entitling Lessor to cancel this Lease Agreement. In the event of any cancellation, any prepayment herein shall be forfeited to Lessor as liquidated damages for Lessee's default under the terms of this Agreement. No lot owner may participate in a Boat Slip Lift Agreement if their account is delinquent during the term of the Agreement. RLPOA rules and procedures define delinquency as unpaid after 30 days.

Modifications. Lessee may not alter or modify said Boat Slip without the express written consent of Lessor. Further, Lessee may install a boat lift if the lift has been approved by the RLPOA Lake Committee. Lessee shall be responsible for maintenance and insurance of said lift and shall be responsible for the cost of removal of the Lift in the event of repairs to be effected by Lessor or at the end of the Lease or upon forfeiture of membership rights. 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 Lessee's 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 licensed electrician and be approved by the City of Lee's Summit and RLPOA.

Lessee agrees to hold Lessor harmless for Lessee's act of omissions or those of Lessee's agent or invitees which might or do 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, nor operation of the aforesaid boat lift.

In the event existing docks require additional bracing or materials before installation may be safety made, said additional costs of bracing or materials shall be made at Lessee's expenses. Further, in the event of any breach of the provisions of this Agreement by Lessee, requiring action by Lessor at law or in equity to enforce same, Lessee agrees to be responsible for Lessor's attorney's fees and Court costs, and all costs or removal of lift and repair to dock by RLPOA.

**RAINTREE LAKE PROPERTY OWNERS
ASSOCIATION, INC.**

LESSOR

LESSEE

RLPOA INOPERATIVE BOAT LIFT GUIDELINES

In the event the RLPOA General Manager's Office Staff, Lake Patrol or Raintree Resident makes note of an inoperative, damaged, or listing lift causing damage or stress to RLPOA Docks the following steps are followed:

1. The Resident that pays for the lease will receive a Letter of Notification. A copy will also be sent to the sublease if applicable. The letter date will provide the 30 day Begin Date to correct the problem.
2. The letter will give the Slip Lessee 30 days from the Letter Date to repair the inoperative or damaged lift. The lift may be in an unlevelled status, resting on bottom of lake, having bent or broken bracing, not operational to lift or lower, etc. The Lessee may remove the lift from Raintree before the 30 days. The Lessee must pay for any dock repairs needed before the 30 day deadline. Notification to the RLPOA General Manager is required if removal is chosen.
3. All completed repair work to lift and/or dock must be inspected by the RLPOA General Manager's Office Staff or Lake Patrol. If accepted then there is no further action required by RLPOA. Approval Date is put on Letter of Notification and put in Lessee File.
4. If the repair is not completed within 30 days, the RLPOA Staff, Lake Patrol will issue a 4th level violation to the Lessee. This is a suspension from the Lake for 90 (ninety) days, loss of all current boat permits/stickers and a fine of \$100.00. Any waiver of the deadline will be determined on a case by case basis by the Lake Committee, RLPOA General Manager and Lake Patrol.
5. After 30 days from the Letter of Notification Date, if not appealed or a waiver has not been granted, the RLPOA will begin the impoundment process. The cost to remove the lift, salvage the lift and repair the Dock will also be added to the above fine.
6. The Appeal Process/Appeal Committee will deal with the 4th level violation. The Lake Committee, RLPOA Manager and Lake Patrol will deal with any waivers on a case by case basis if Appeal is requested. Any future applications for a lift by the same resident will be reviewed by the Lake Committee and may affect approval.
7. If there has been no positive action to complete repairs or correct the issue to the satisfaction of RLPOA then RLPOA will terminate the lease agreement.