



New Home Construction Improvement Application

Raintree Lake Property Owners Assoc.
825 SW Raintree Drive
Lee's Summit, MO 64082
Phone: 816-537-7576 Fax: 816-537-5621

Office Use Only

DATE RECEIVED: _____

RECEIVED BY: _____

CERTIFIED PLOT PLAN ATTACHED

APPLICATION FOR: **New Home Construction**

RESIDENT INFORMATION

First Name:	Last Name:	Lot #:	Date:
Address:		Email:	Phone:

BUILDER INFORMATION

Builder Company Name:	Contact Person:	Contractor License#:
Address:	Email:	Phone:

NEW CONSTRUCTION INFORMATION

TYPE OF CONSTRUCTION	GUIDELINE MINIMUM REQUIREMENTS	ESTATES MINIMUM REQUIREMENTS	ACTUAL SQUARE FOOTAGE
Split Level 2 Car Garage	Main Level – 1,200 Sq. Ft. Other Level – 250 Sq. Ft. Minimum Overall Length: 46 Ft. 1,450 Sq. Ft.	Main Level – 1,800 Sq. Ft. Other Level – 250 Sq. Ft. 2,050 Sq. Ft.	Main Level: _____ Other Level: _____ Total Sq. Ft.:
1 ½ Story	Main Level – 800 Sq. Ft. Other Level – 600 Sq. Ft. 1,400 Sq. Ft.	Main Level – 1,200 Sq. Ft. Other Level – 800 Sq. Ft. 2,000 Sq. Ft.	Main Level: _____ Upper Level: _____ Total Sq. Ft.:
Two Story	Main Level – 800 Sq. Ft. Other Level – 600 Sq. Ft. 1,400 Sq. Ft.	Main Level – 1,200 Sq. Ft. Other Level – 800 Sq. Ft. 2,000 Sq. Ft.	First Floor: _____ Second Floor: _____ Total Sq. Ft.:
Ranch with Attached Garage	1,200 Sq. Ft.	1,800 Sq. Ft.	Total Sq. Ft.: _____
Raised Ranch with Basement and 2-car Garage	1,400 Sq. Ft.	2,000 Sq. Ft.	Total Sq. Ft.: _____

BEGINNING DATE OF CONSTRUCTION: _____ **COMPLETION DATE:** _____
(No earlier than date of approval)

Have you applied for a variance from the City? YES NO (If yes, please attach to application)

By signing below, I have given permission for the RLPOA Codes Administrator to enter my property to do the following: 1) Take a picture for the ARB Committee approval meeting 2) Inspect compliance of project after completion.

I have provided two copies of the blueprints and exterior specifications plot plan and builder's contract.
(2nd page provides a list of requirements for both documents.)

SIGNATURE OF APPLICANT



New Home Construction Improvement Application

Continued-

****Office Use Only****
 LOT# _____

NEW HOME CONSTRUCTION APPLICATION CONTINUED

In order to properly review the new construction application, please provide two copies of the following required documents: Blueprints & Exterior Specifications Plot Plan

***** COMMITTEE USE ONLY *****

Blueprints must include the following:	REVIEWED	NOTES
Front Elevation	<input type="checkbox"/>	
Rear Elevation	<input type="checkbox"/>	
Side Elevation	<input type="checkbox"/>	
Foundation Plan	<input type="checkbox"/>	

Exterior Specifications Plot Plan to include:

House & Driveway Placement on Lot	<input type="checkbox"/>	
Location of Easement	<input type="checkbox"/>	
Location of Proposed Fences & Decks	<input type="checkbox"/>	
Existing & Proposed Grades	<input type="checkbox"/>	

Below items may be submitted at a later date:	REVIEWED	DATE SUBMITTED	NOTES
Roofing Material*	<input type="checkbox"/>		
Description of Stone or Masonry Product*	<input type="checkbox"/>		
Exterior Paint Color Swatches*	<input type="checkbox"/>		

* If items are submitted at a later date, application is subject to a final approval

1st Submission: **APPROVED** **DECLINED** **Requires Final Approval**

ARB COMMITTEE MBR SIGNATURES:

Name:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	Signature:	Date:
Name:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	Signature:	Date:
Name:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	Signature:	Date:
ARB CHAIR:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	Signature:	Date:

IF DECLINED, REASON:

IF EXCEPTION MADE FOR APPROVAL, REASON:

2nd Submission: **APPROVED** **DECLINED**

Name:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	Signature:	Date:
Name:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	Signature:	Date:
ARB CHAIR:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	Signature:	Date:

Final Submission: **APPROVED** **DECLINED**

Name:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	Signature:	Date:
Name:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	Signature:	Date:
ARB CHAIR:	<input type="checkbox"/> APPROVED <input type="checkbox"/> DECLINED	Signature:	Date:

BUILDER'S CONTRACT & AGREEMENT

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

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

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

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

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

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

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

Agent/RLPOA

Signature/Builder

Company: _____

Date: _____

Date: _____