

RAINTREE LAKE PROPERTY OWNERS ASSOCIATION

Special Meeting/Work Session

April 23, 2024

7:00pm

SPECIAL MEETING:

1. Insurance Renewals
2. Lake Committee Appeal #4144324
3. Pool Light change order
4. Pool Slide change order

WORK SESSION:

1. Temporary basketball goals
2. Electrical Meter Drake Circle
3. 2024 Silt Project
4. Board Appointment Process
5. Raintree View Rain Garden
6. 72 hour Rule Enforcement
7. Lake Committee Recommendation Wake Foil
8. Grounds Manual

Adjournment:

EXEC SESSION: Contract Agreement Negotiations

Waiting on two insurance proposals.

ASInsurance

Summit Hill Insurance

of Vessel

Non-Motorized Application Form

Date: 2/13/2024

Name: Ron Ladzinski

Home #: N/A

Address: 4083 SW Camelot Dr.

Cell #: (913) 449-2434

Lot #: 414

Home Owners Insurance attached: on file

Type: kayak (Tandem)

Make: Epic

Color: light grey

Length: 24' 11"

Hull #: (if applicable) N/A

Signature: 

Office Staff

Dues Current/Fines Paid

Safety Test Date: _____

Video: _____



Declined by Lake Committee
4/1/24


Appendix A



Paddling our tandem kayak during a race on the Mississippi river in Quincy, IL (2014)



Paddling our tandem kayak with our youngest daughter when she was 5 years old (2013)
Paddling our tandem kayak during the Chattajack 31-mile race in Chattanooga, Tennessee (2017)



Paddling our current tandem kayak with our youngest daughter at Shawnee Mission Lake (2023)



Our current tandem kayak (same size and model as the ones pictured above) in its storage bag – picture taken in the green space behind our house at Raintree Lake.



Picture of our tandem kayak when unbagged



Various pictures of our current tandem kayak, showing the two cockpits, bailers, as well as the pedals used to steer and control the rudder



Rachelle Vandiver

From: Josh Cresswell <jcresswell@rlpoa.com>
Sent: Wednesday, April 10, 2024 3:36 PM
To: Anita Burke; Christopher Coussens; Gwen Barr-Crawford; Jeff Wilson; Kelly Bride; Kelly Manz; Kyle Haulotte; Kyle Wilkerson; Rachelle Vandiver; Tony Jose
Cc: RLPOA Office; Rachelle Vandiver
Subject: Pool Repairs

BODs,

Today I had contractors out to fix our lights in the pool that have been needing attention for 20 years I am being told. The initial cost estimate was 400-600 dollars to water proof and seal the lights in the niches. After inspection none of the lights were up to electrical code (No Grounding) and only 4 of the 8 worked. So I made a decision to order the lights which are 900 per light. $4 \times 900 = 3600$ plus some labor for the grounding and installation. Per our purchasing policy. (below) I made the choice to move forward. I will have an invoice for approval at the next board meeting.

Critical equipment or repair expenditures up to \$6,000.00 that are essential for the operation of Raintree Lake may be authorized by the General Manager, Treasurer and/or President without Board approval. The General Manager shall then be responsible to notify the remaining Board members in a timely manner by phone, email or fax.

If you need any additional information please let me know.

Thank You
Joshua Cresswell
Assistant GM RLPOA
816-537-7576



CHANGE ORDER

PROJECT NAME	Raintree Lake Property Association		
LOCATION OF WORK	Missouri		
PROJECT MANAGER	Martin Padilla	CUSTOMER	Josh Cresswell
REQUESTING PARTY	Safe Slide Restoration	DATE OF REQUEST	4/15/24

CHANGE REQUEST	
DESCRIPTION OF CHANGES NEEDED	Fixing a broken Fiberglass Flange
REASON FOR CHANGE	Slide Fange was cracked and separating.
ADDITIONAL INFORMATION (Additional lift charges or other rental charges?)	N/A

CHANGE IN CONTRACT AMOUNT		ADDITIONAL INFORMATION	
ORIGINAL CONTRACT AMOUNT	\$23,655.00	ORIGINAL JOB NUMBER	0224.084
CHANGE ORDER AMOUNT	\$1,700.00	NEW JOB NUMBER (If Needed?)	Same
ADDITIONAL LIFT CHARGES	N/A	OTHER CHARGES	N/A

Play Equipment

All permanent play equipment exceeding 52 inches in height 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
- e) Height Restrictions: For safe play height, peak of structure shall not exceed twelve (12) feet. Tree houses are prohibited.

Permanent basketball goals must be approved by the ARB. Goals must show location on the application when submitted.

Trampolines

No application for trampolines of any size will be considered for front or side yards of any residential lot. Trampolines (with or without safety nets) may be installed in the back yards of residential lots and must be kept at a minimum of 10 feet from fences, house, and any other play equipment. Trampolines must be secured to withstand strong winds. Safety nets must remain in good condition.

Children's play equipment such as sandboxes, temporary swimming pool having a depth less than twenty-four (24) inches, 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.

Temporary basketball 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.

Detail Sheet for Resident Requests Date 04/15/2024

All items must be submitted no later than 5pm on the Thursday before the Board Meeting or Work Session. Check the Shorelines or website <http://rlpoa.com> for meeting dates. Attach additional information as necessary.

Agenda item up for discussion:

_ Modification of the rules regarding temporary basketball goals.

Rationale for item (What are you asking for?):

_ I'm asking that the language in the bylaws regarding the state of temporary basketball goals be modified to reasonably account for wind and weather events that may introduce the increased risk that a basketball goal falling could cause damage property and/or bodily harm, that would allow for the temporary lay down of said basketball goals within eye site of neighbors, street view, or lake amenities for a period of 48 hours before and 48 after anticipated wind speeds are forecasted to reach 35+ mph.

Brief history of agenda item as it pertains to the discussion:

Per a recent discussion on the raintree residents page, myself and others have received warnings about putting our temporary basketball goals down on or around the day we had high winds. The neighborhood sentiment seems to be in favor of reasonably modifying the rules, as a safety precaution and warnings from the HOA regarding this issue as a poor use of HOA time and resources.

Details of agenda item to assist Board in making an informed decision:

Current rule doesn't allow for you to set your basketball goal down within eye sight of your neighbor, streetview, or lake amenities.

I and several others via the FB Residents page, think it's reasonable to amend language that would allow a 48 hour period both in anticipation of and immediately after wind speeds reach 35+ MPH. .

Service opportunities in exchange for usage of amenities:

—

—

Volunteer hours pledged:

—

Any other information the Board should be made aware:

Proposed motion, if applicable:

I motion that the following language be added to the bylaw regarding temporary basketball goals;

In the event that a winds speeds equal to or greater than 35 MPH are included in the forecast, it is permissible to temporarily lay down a temporary basketball goal for a period of no more than 48 hours prior to the anticipated date and time of the forecasted wind speeds, and a 48 hours concluding wind speeds of equal to or greater than 35 MPH. For avoidance of doubt, all temporary basketball goals must be returned to their upright position, no more than 48 hours after conclusion of the specified wind speeds.





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, 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.

Member Appeal Excerpt

Recently RLPOA received a letter from an RLPOA member's attorney responding to notices sent to the RLPOA member informing them of repeated violations of the, "No Trailers in Driveway," covenant. The attorney response suggests that, "...the trailer was never sitting in the driveway for more than a 72 hour period," and, "Because the photographs are all dated approximately 7 days apart, none of the photographs support a claim of the alleged violation of parking a trailer on his property for more than a consecutive 72 hours."

Analysis

Two items are important to note:

- 1) The only reference to a time-period is specific to, "nor shall any inoperative vehicle of any type be parked or stored on any Lot for more than 72 hours..."
- 2) Even if a reader were to imply the 72 hours applies to a vehicle other than an inoperative vehicle, such reader would notice no reference to "consecutive 72 hours." In fact, the most restrictive of the covenants contains no reference to time-frame and the least restrictive covenant language specifically provides, "No...trailers of 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 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..." Given no mention of "consecutive" 72 hours within the covenant, one must read it for its meaning, an absolute 72 hours.

Conclusion

- 1) Application of Article VIII Section 9 is appropriate for provision of notice to a member violating the covenant.
- 2) Reference within the notice of violation letter from RLPOA to members specific to Trailers or Trucks in a driveway should read,

'Recently, the following violation was brought to the Association's attention.

- You have a trailer on your lot longer than 72 hours

~~We all live busy lives and we just wanted to~~ As a friendly reminder you that, **the Covenants state:**

"No trucks or commercial vehicles, boats or other similar waterborne vehicles, house trailers, boat trailers, trailers of 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 an enclosed garage or in such other enclosure approved by the Architectural Review Board, except only during periods of approved construction on the land.

~~We ask that you take the necessary steps to~~ Please remove the trailer from your lot ~~within ten (10) days from the date~~ upon receipt of this letter. Failure to comply with this Covenant ~~will~~ may result in a \$500 fine and suspension of membership rights. Thereafter, each five (5) day period of disregard shall result in a fine of seven hundred fifty dollars (\$750) to a maximum of \$5,000.'

PROCEDURE FOR ENFORCEMENT OF COVENANTS PARKING MOTOR VEHICLES, 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.

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.*

REFERENCE: Parking of Motor and Recreational 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.

C. Violator will be given ten (10) days to correct violation. If not corrected fines will be enforced based on Section F per differing vehicles. If the violation is not corrected in the allowed time per vehicle; then monetary fines and suspension of membership rights will start based on Section F.

D. The individual in question shall have the right to an appeal and appear before the Appeals Committee. Such request shall be made in writing to the RLPOA office. If such hearing is requested, all sanctions shall be stayed until the next scheduled meeting of the Committee regarding the violation and/or the suspension of membership rights. Any decision of the Appeals Committee shall be made in writing and may be appealed to the Board of Directors in writing within ten (10) days. The Board of Directors of RLPOA shall retain the right to revise and/or modify this procedure when necessary.

E. 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.

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 defined 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 TYPES OF MOTOR VEHICLES, which are deemed to be detrimental to property values and/or considered unsightly within the residential area, shall be included in this procedure.

3a. Vehicle shall mean any passenger vehicle, motorcycle, recreational vehicle, truck, or trailer that is propelled or drawn by mechanical power.

4. BOATS, BOAT TRAILERS, CAMPERS and/or RECREATIONAL VEHICLES must be operable and 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.

5. INOPERATIVE shall be defined as having any one (1) or more of the following conditions, which shall be deemed prima facie evidence that a vehicle is inoperable:

- A. Junk, wrecked, disabled or damaged beyond repair
- B. Placement of the vehicle or parts thereof upon jacks, blocks, chains or other supports;
- C. Having one (1) or more deflated or missing tires
- D. Absence of one or more parts of the vehicle necessary for the lawful operation of the vehicle upon the streets and highways;

F. Allowed fines per differing vehicles are as referenced under this procedure.

- 1. TRUCK if violated as defined in Section E there shall be a fine of \$25 and thereafter each five (5) day period of disregard the fine shall be fifty (\$50) dollars after the allowance period, unless at actual construction site.
- 2. COMMERCIAL VEHICLE if violated as defined in Section E there shall be a fine of \$25 and thereafter each five (5) day period of disregard the fine shall be fifty (\$50) dollars after the 3 day allowance period and notification of violation.
- 3. ALL OTHER TYPES OF MOTOR AND INOPERABLE VEHICLES if violated as defined in Section E there shall be a fine of \$25 and thereafter each five (5) day period of disregard the fine shall be fifty (\$50) dollars.
- 4. BOATS, BOAT TRAILERS, CAMPERS and/or RECREATIONAL VEHICLES if violated as defined in Section E there shall be a fine of \$500 and thereafter each fourteen (14) day period of disregard the fine shall be seven hundred and fifty (\$750) dollars.

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. Amended September 9, 2014. Amended July 12, 2016.

**Raintree Lake Property Owners Association
No Trailers in Driveway Covenant Analysis
2/27/2023**

Violation Letter Excerpt

The following excerpt is from a letter that is distributed by the RLPOA to violators of the "No Trailer in Driveway" covenant:

'Recently, the following violation was brought to the Association's attention.

- You have a trailer on your lot longer than 72 hours

We all live busy lives and we just wanted to remind you that the Covenants state:

"No trucks or commercial vehicles, boats or other similar waterborne vehicles, house trailers, boat trailers, trailers of 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 an enclosed garage or in such other enclosure approved by the Architectural Review Board, except only during periods of approved construction on the land.

We ask that you take the necessary steps to remove the trailer from your lot within ten (10) days from the date of this letter. Failure to comply with this Covenant will result in a \$500 fine and suspension of membership rights. Thereafter, each five (5) day period of disregard shall result in a fine of seven hundred fifty dollars (\$750) to a maximum of \$5,000.'

Covenant Excerpts

Two RLPOA covenants reference trailers in driveways:

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 9. Parking or Motor Vehicles Boats and Trailers. No trucks or commercial vehicles, boats or other similar water-borne vehicles, house trailers, boat trailers, trailers of 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 an enclosed garage or in such other enclosure approved by the Architectural Review Board, except only during periods of approved construction on the land.

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 this Declaration under Article II above shall be subject to the following use restrictions in addition to those contained in Article VIII, next above:

Raintree Lake, Lake Committee Meeting Minutes for November 6, 2023

Attendees: Dan Stacks, Scott Chambers, San LaPoint, Tom Tucek, Jim Connelly, Bob Burasco, David Campbell, Rich Richardson, Brian Mitchell and John Mulvihill

7:00PM Meeting called to order

Accept October 2023 minutes, Tom T motions, San L seconds, unanimous acceptance.

Notes From Board/Work Session

- 2024 motorized vessel fee will be \$175
- 2024 dock slip fee will be \$800
- 2024 lift fee will be \$200
- Board looking at conducting work on the sea wall at the clubhouse
- Board looking at silt problem in Hidden Cove
- Board discussed charging a fee with pool use

Budget Updates

- Same as last month, nothing changed

Dock Inspections/Dock Business

- Dock inspections reveal that dock P is in the worst shape, followed by dock NDK. Lake committee recommends to the Board replacement in that order.
- Dock specification engineer RFP should be done by December 2023 Board meeting and the final RFP will be reviewed by the Lake Committee for comment
- Dock inspections reveal that painted dock steel structures are rusting at an alarming rate and painted steel structures should not be used in the future. Use only galvanized steel structure.

Business

- Lake Committee members researched wake foil safety issues and rules that may have already been imposed by other states/lakes. No state or lake rules were identified. Lake Committee discussed wake foil safety issues.
- Scott C motioned, Brian M seconds, and Lake Committee recommends to the Board that the following rule be adopted as Rule 11 in Section IX Water Sports "Wake foils can only be operated from behind motorized watercraft. Wake foils must be operated within 100 feet of the rear 180 degree radius of the towing watercraft. Wake foils cannot be launched from any dock."
- Josh, dock S lights are not working
- Boats and/or trailers are not allowed on driveways after 10/31/23
- Josh, green algae identified in Kingfisher Cove

Round Table

1. Dave Campbell and Jim Connelly want to revisit wake surfing and related issues at the next meeting
2. Rich, none
3. Lake Committee requests a list of slip lessees from the office for our next meeting for discussion
4. Jim Connelly says that pontoons may be eligible for lifts in the future

Motion to adjourn by Scott, 2nd by Tom, unanimous approval

Meeting ends at approximately 8:50 PM