



# Raintree Plantation Property Owners Association Notice of Annual Meeting

## Board of Directors

President

Jim Siegenthaler

Vice President

Robert Oakes

Treasurer

Ted Murray

Secretary

Bud Meyer

Directors

Jack Graser

Matt Morgan

Dan Osolinski

Scott Sebaugh

Charlie Thompson

**Sunday—September 19, 2010**

**Jefferson College Theater**

**Hillsboro, MO**

We will open the annual business meeting at 12 noon and conclude with an Open Forum no later than 1:30 P.M. to allow everyone ample time to vote.

**Doors will open at 11:45 A.M.**

**Ballots will be given out from 12 noon to 2:00 P.M.**

**Ballot box will open at 12 noon and close at 2:15 P.M.**

**See below for addition voting dates and times.**

## Voting Instructions & Dates to Vote

At the annual meeting for the election of Directors of Raintree and for all other matters, as permitted by the By-Laws of the Not-for-Profit Corporation, a member shall be entitled to only one collective vote irrespective of the number of lots held by the member. If any lot is held jointly only one vote may be cast by the joint members. Record date to qualify as a member in order to vote shall be July 1st of each year. To vote, a member must be in good standing. **Assessments must be paid in full by August 19, 2010.**

### Pre-Voting Up To Ten Days Prior

Pre-voting will be permitted in person at the Raintree POA office, 5998 Highway B, Hillsboro, MO 63050 on the following dates.

***September 7 through September 11 and September 14 through September 18.***

Times will be Tuesday Through Friday, noon to 5:00 P.M. and Saturday 9:00 A.M. to 4:00 P.M. You may also vote on Sunday, September 19, 12 Noon to 2:15 P.M. at Jefferson College.

## MESSAGE FROM THE PRESIDENT OF THE BOARD

The Board of Directors vision continues to advance with a strategic plan to help property owners better understand the needs of our community for current and future issues. The Board has initiated a solid offense in addressing infrastructure problems and recreational possibilities that will enhance our property values as we go forward. The Board engaged with a professional reserve study group to evaluate the life expectancy and estimation for repairs and replacement for our roads and other community assets. The results of the study should be available prior to our annual meeting in September.

As you read through this Raintree Plantation Property Owners Association (POA) newsletter you will notice some proposed changes and additions to our controlling operational documents **THE COVENANTS** and our **BY-LAWS**. There are some procedural and wording changes that will provide clarification to our controlling documents. However, more significant are additions to our **COVENANTS** that give specific language to broaden the scope of amendments permitted under the existing voting procedures. There are provisions to change our budgeting and collections process that allows owners to ratify the annual budget and provides procedures for funding of future Board approved budgets. In addition, the Board has forwarded for vote the authority of enforcement which allows the POA the power to enforce our restrictions, by-laws and rules through a structured fining process. The Board has obtained legal advice from a law firm with more than 25 years experience representing hundreds of community associations. With advice and recommendations we are in a position to continue our community operations not only with a mere set of restrictions and covenants but with a structure for governance of a community with flexibility to adapt to changing circumstances.

The POA Board of Directors recommends that you read the proposed changes and become familiar with the provisions of each and compare the changes to our existing controlling documents. The direction and future of Raintree is in your hands.

With the upcoming election, there are three Board of Directors positions to be filled for three year terms. It is extremely important that we elect people that have the skills and intentions to continue the improvement and the way forward for Raintree.

*Jim Siegenthaler*

President

## CANDIDATES FOR THE THREE BOARD POSITIONS

There will be three (3) Directors elected. Each will be elected for a three year term. Since there are three openings for Directors you can vote for three (3) of the five (5) candidates. Only one vote per each candidate will be permitted. There shall be no fractional votes cast.

**Jeremy Congo** - Amber and I moved here February, 2009. We love the community. I would work towards making a difference with decisions based on common sense and add value to the community. I served six years in the US Army and was US Customs Certified in Kuwait. Honorably discharged August, 2000, then attended Southern IL University graduating 2003. I have been District Sales Coordinator for Aflac four years. I would be proud to serve you as a Board member.

**Susan Jackson** - I have been a resident of Raintree since 2006, relocating from Grand Rapids, Michigan where I worked as an Operations Supervisor and served on a Credit Union Board. I am a Nationally Certified Paralegal and work with a local law firm. Having a vested interest in the future of Raintree, I hope to bring a fresh perspective to the Board while maintaining momentum and working continually towards the future and betterment of the community.

**Randy Morgan** - I am a Senior Loan Officer and Vice President at Pulaski Bank. I have a BS in Business Management and am a member of the MO Bankers Association. I was President of my former Neighborhood Association. I have lived in Raintree for seven years and love this neighborhood. I want to serve on the Board to improve our community and protect the property values.

**Bruce C. Pettus** - 1985 High school graduate then entered the Marine Corp and Reserves retiring in 2008. I have been with the MO Dept. of Transportation since 1994. Since moving to Raintree I have been a volunteer on Lakes & Beaches and have extensive leadership, supervisory and management experience. If elected, I will dedicate the time and energy required of the position to enable our community to prosper and grow.

**Sam Rauls** - I have been a property owner since the beginning of Raintree and a homeowner for 18 years. Having recently retired, I will have ample time to insure the representation of all Raintree owners. My commitment is to work hard for everyone and assure fiscal responsibility. I ask for your vote and support.

**DON'T FORGET TO VOTE!**

**PROPOSED CHANGES IN THE COVENANTS  
TO BE SUBMITTED AT THE 2010 ANNUAL MEETING OF  
RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**

The following changes proposed for adoption are presented in their existing form first and then followed by the approved proposal. Where presentation dictates the additions are underlined and deletions shown as strikethrough. Where the changes constitute new paragraphs and complete deletion of the existing paragraph they are shown without deletion or strikethrough.

**BALLOT ITEM 1.**

**EXISTING**

1a. All lots in the subdivision shall be used for residence purposes only; and no business of any nature shall be permitted, maintained or conducted thereon. Only one residence shall be placed on any lot, and such residence shall not be designed, converted or used for more than one family. No clubs, fraternities or organizations of any nature may own, use or operate from any building and/or lots in subdivisions, except Raintree Plantation Property Owners Association, Inc., and Raintree, Inc. It is the clear intent of these restrictions to limit lot usage to that of a single family dwelling. Where a lot is titled in more that one non-resident family name, one family shall be designated with Raintree Plantation Property Owners Association, Inc., a primary family and the use of amenities, access and facilities under the control of Raintree Plantation Property Owners Association, Inc. shall be limited to those primary families so designated. If no designation is made, the first listed person on the title shall be presumed designated.

**PROPOSED**

*Subsection 1a is amended to delete the term "Raintree, Inc." from the second sentence of Subsection 1a, because Raintree, Inc. has divested itself from the development and removal clarifies the paragraph.*

1a. All lots in the subdivision shall be used for residence purposes only; and no business of any nature shall be permitted, maintained or conducted thereon. Only one residence shall be placed on any lot, and such residence shall not be designed, converted or used for more than one family. No clubs, fraternities or organizations of any nature may own, use or operate from any building and/or lots in subdivisions, except Raintree Plantation Property Owners Association, Inc., and Raintree, Inc. It is the clear intent of these restrictions to limit lot usage to that of a single family dwelling. Where a lot is titled in more that one non-resident family name, one family shall be designated with Raintree Plantation Property Owners Association, Inc., a primary family and the use of amenities, access and facilities under the control of Raintree Plantation Property Owners Association, Inc. shall be limited to those primary families so designated. If no designation is made, the first listed person on the title shall be presumed designated.



## BALLOT ITEM 2

### EXISTING

3f. The Raintree Plantation Property Owners Association, Inc. on July 1, 2001 and annually thereafter, shall have the right to assess the owner of each lot such sum as it shall deem proper. The funds raised by said assessments shall be used for the improvement, betterment, upkeep and maintenance of the development, including the amenities, lakes, dams, roads, park or other properties which are of use to the property owners in Raintree Subdivision. Said fund can also be used for the purchase of property, both real estate and personal, the payment of salaries and fees, and purchasing of any sort of materials, services, or any other item that the trustees may deem useful for the development known as Raintree Plantation. No assessment on any lot in excess of \$205.00 per year per platted lot in Sections One through 25 (\$365.00 per year per lot for residents) and \$300.00 per year per platted lot (\$475.00 per year per lot for residents) in Raintree Forest, condominium owners shall pay \$102.50 per unit; shall be made unless it shall be approved by a majority vote of the lot owners voting as hereinafter set forth in said assessment, and provided further that the assessment as levied each year shall be and become a lien without a filing or suit or legal procedure to establish said lien on said lot if not paid within thirty (30) days after July 1, of the year in which the assessment is made.

In the event that a lot owner has two or more adjacent lots and is granted a “Boundary Line Adjustment” by Jefferson County government, effectively combining the original lots into an adjusted lot, and upon submission of the governmental approval to the Raintree Plantation Property Owners Association, Inc. business office, the owner shall be entitled to a single reduction of \$95.00 of the assessment of one of those lots with the remaining originally platted lots being assessed as set out in these restrictions.

Said assessment may be collected by suit, and by enforcing a special lien on said property. All delinquent assessments shall accrue a penalty of 1% per month compounded annually, which penalty may be collected and enforced the same as assessment. All delinquent assessments referred to a collection agency or attorney for collection, shall in addition to interest, have added to the outstanding balance, all costs of collection (either percentage or otherwise), attorney fees and costs of litigation, which may likewise be collected and enforced the same as provided herein.

### PROPOSED

*Subsection 3(f), relating to budgeting and collection of assessments, is deleted in its entirety and two new sections, to be known as Section 6 and Section 7, relating to the same subjects, are adopted in lieu thereof to read as follows:*

*“The objectives of this Section 6 are to foster financial stability of the POA, establish a budget process to meet the reasonable and necessary expenses of the Association with oversight by the Owners, and provide flexibility to meet unanticipated circumstances over time.*



## **“SECTION 6: BUDGETING AND ASSESSMENTS”**

**“6.1 Covenant to Pay.** Each Owner, regardless of the manner in which he acquired title to his Lot, including without limit, purchase at foreclosure or judicial sale, covenants to pay and shall be liable for all assessments and other charges coming due while he is Owner. Any person or entity that purchases a Lot or Condominium Unit at an involuntary sale (foreclosure, sheriff’s sale, judicial sale, or collector’s tax sale) shall be deemed an Owner as of the date of such sale, regardless of the date a deed is recorded.

**“6.2 Purposes of Assessments.** The funds raised by assessments shall be used to pay or provide for the common expenses of the POA reasonable and necessary to carry out its responsibilities under this Declaration, including by way of example and not of limitation:

“(a) Operation, maintenance, repair, replacement, and improvement of the Common Areas, including such facilities and amenities as lakes, dams, beaches, roads, parks, and offices,

“(b) Purchase of property, both real and personal, and any taxes thereon,

“(c) Payment of salaries and fees,

“(d) Payment of insurance, utilities, and other services for the Subdivision and the Association,

“(e) Purchase of supplies, materials, tools, and equipment,

“(f) In the event the POA borrows money, repayment of the loan shall be included as a Common Expense and shown in the budget as “debt service,”

“(g) Reserves for operating contingencies and long-term replacement of capital improvements on the Common Areas, and

“(h) Such other expenses and liabilities as the Board deems reasonable and necessary to carry out the POA’s responsibilities under this Declaration.

“Said expenses are referred to herein as the “Common Expenses.”

### **“6.3 Preparation of Budget.**

“(a) The Board shall prepare a proposed annual budget for the forthcoming fiscal year and furnish a copy to the Owners. The Board shall notify the Owners of a meeting, to be held 14 to 30 days after the date of such notice, for the Owners to consider ratification of the budget. This action may be held at the POA’s annual meeting or a special meeting as set by the Board. At the meeting, the budget is ratified unless it is rejected by a majority of all Owners who are Members in Good Standing (current in payment of all assessments and other charges), voting as provided in Section 4(b) of this Declaration. A quorum is not required for this meeting. In the event the proposed budget is rejected, the most recent budget shall be continued until the Owners ratify a subsequent budget proposed by the Board.

“(b) The annual budget shall provide a reasonable estimate of the Common Expenses for the forthcoming year and include a note of late fees and interest to be charged on delinquent accounts in Section 7.3.

The Common Expenses shall be allocated to the Lots as follows:

“(1) equally among all unimproved Lots platted in Sections One through Twenty-Five (the “Base Rate”);

“(2) equally among all Lots platted in Sections One through Twenty-Five that are improved with a dwelling at 180% of the Base Rate;

“(3) equally among all unimproved Lots platted in Raintree Forest at 150% of the Base Rate;

“(4) equally among all Lots platted in Raintree Forest that are improved with a dwelling at 230% of the Base Rate; and

“(5) equally among all condominium units at 50% of the Base Rate.

“(c) In the event, at any time during the year, the Board shall determine that the projected revenue is insufficient to meet the Common Expenses, the Board may increase the annual assessment or levy a special assessment and shall notify the Owners at least 30 days prior to the date payment is due; provided, however, that if an increase in the assessment or special assessment is more than 20% of the current annual assessment, the Board shall notify each Owner, in writing, as to the amount of the revised budget or special assessment, which shall become effective upon ratification as provided in Section 6.3 (a).

“(d) Funding for a capital improvement, whether in the annual budget, special assessment, borrowing or other source, must be approved by a majority of all Members in Good Standing casting votes at a meeting called for this purpose or by mail ballot. For the purposes of this provision, “capital improvement” means any Common Area physical improvement not part of the Subdivision on the effective date of this Declaration that costs more than twenty-five percent (25%) of the annual Common Expenses.

**“6.4 Certificate of Payment.** The POA, within ten business days after receipt of written request by an Owner, shall furnish an itemized statement of the amount of unpaid assessments and any other charges against the Lot.

**“6.5 Payment Schedule.** All assessments shall be due and payable annually; the Board may require a periodic payment schedule, but not more often than quarterly. The cost of certain contract services, such as trash and garbage removal, may be billed to the Owners on such schedule as the contractor may require.

**6.6 Accounting.** Within 90 days after each fiscal year, the Board shall prepare an itemized accounting of all income and expenses of said year, and report to the Owners at the POA’s annual meeting. At the Board’s discretion, any or all surplus funds remaining after payment of Common Expenses shall be allocated to reserves or carried over to the next year.

**“6.7 Administrative Charges; Permit Fees; Fines.** In addition to assessments for Common Expenses, the Board may impose administrative charges to recover the costs of providing resale information and other information requested by an Owner, fees for permits and use of amenities, and fines for violation of the covenants and restrictions contained in the Declaration (after notice and opportunity to be heard).”



*“Assessments are the lifeblood of the POA, necessary to provide insurance, maintenance, utilities and other critical services to protect the Subdivision and to preserve property values. The provisions in this Section 7 relate to payment by the Owners and authority of the POA to collect unpaid assessments, fines, fees and other charges.*

## **“SECTION 7: COLLECTION AUTHORITY”**

**“7.1 Personal Liability of Owners.** The Owner at the time an assessment is due shall be personally liable for same, together with charges as may be imposed by the POA under Section 6.7. Personal liability for said assessment shall not pass to a successor in title unless he agrees to assume the obligation.

**“7.2 No Waiver of Liability.** Liability for assessments shall be an independent and affirmative covenant and may not be avoided by waiver of the use of the Common Areas or services, or by abandonment of the Lot, or by reliance upon any claim against the POA, Board, another Owner or any third party.

**“7.3 Interest and Late Fees.** Interest and late fees shall be levied as follows:

**“(a) Interest.** Assessments and installments thereof, and fines, shall bear interest until paid at the rate of 12% per annum, or any other legal rate (not exceeding 18%) adopted by resolution of the Board. The interest shall be calculated as simple interest and not be compounded.

**“(b) Late Charge.** If an Owner fails to pay any assessment or installment thereof, administrative charge, fine, user fee, permit fee, or other charge imposed by the POA, for 30 days from the date due, the Board shall charge a late fee in the sum of \$25.00 or such other reasonable fee as may be adopted by resolution of the Board. The Board shall be entitled to recover all of its reasonable processing and administrative costs, recording fees, expenses for title search, attorney’s fees, court costs and paralegal expenses.

**“7.4 Lien for Assessments.**

**“(a) In addition to each Owner’s personal liability under Section 7.1, the Association has a lien against a Lot for any assessment and charges under Section 6.7 from the time the assessment or such other charge becomes due.**

**“(b) A lien under this Section 7.4 is prior to all other liens and encumbrances on a Lot except: (1) a first security interest on the Lot used for the purchase of the Lot and recorded before the date on which the assessment sought to be enforced became delinquent, and (2) liens for real estate taxes and other governmental assessments or charges against the Lot. A lien under this Section is not subject to the provisions of Section 513.475 Mo. Rev. Stat. (homestead exemption).**

**“(c) The POA’s lien for unpaid assessments and other charges shall be deemed perfected upon the effective date of this Amendment. A notice of the POA’s lien, in the Board’s discretion, may be recorded in the office of Recorder of Deeds, Jefferson County, Missouri.**

**“(d) If an Owner of a Lot subject to a lien under this Section 7.4 files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the POA’s lien shall be tolled until 30 days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.**

**“(e) This Section does not prohibit any action to recover sums for which subsection (a) of this Section 7.4 creates a lien or prohibit the POA from taking a deed in lieu of foreclosure.**

**“(f) The POA’s lien may be foreclosed by judicial proceeding or by publication in like manner as a mortgage on real estate or power of sale under Sections 443.290 to 443.440, Mo. Rev. Stat.**

**“(g) In the case of any foreclosure of the POA’s lien, the POA shall give reasonable notice of its action to each lien holder whose interest would be affected.**

**“7.5 Acceleration.** In the event that a delinquency in excess of 30 days occurs in the payment of any assessment that is payable in installments, the full amount of such assessment may be accelerated and collected under this Section 7.

**“7.6 Costs and Attorney’s Fees.** A judgment or decree in any action brought under this Section 7 shall include all costs and attorney’s fees, including costs and attorney’s fees in executing the judgment, incurred by the POA.

“

**“7.7 Enforcement.** A judgment or decree in any action brought under this Section 7 shall be enforceable by execution of the judgment.

**“7.8 Common Areas Exempt.** The Common Areas shall be exempt from the assessments, charges and liens created herein.

**“7.9 Priority of Mortgages.** Nothing contained in this Section 7 shall abridge or limit the rights or responsibilities of mortgagees as set forth in this Declaration.”



## **BALLOT ITEM 3.**

### **EXISTING**

3a. There will be mutually beneficial and enforceable regulations governing the use of any or all facilities of any type used commonly by the lot owners, including the roads, the lakes, the beaches and any parkway surrounding the lake, including regulations governing boats, their mooring and use, and the use of motors in said boats. The lot owners, their families, are licensed for the use and privilege of the lakes and all other common facilities of the subdivisions which privileges shall include boating, bathing, fishing, the use of the beaches and the use of any parkway surrounding the said lakes, including the mooring of boats in front of said parkway, all subject to the mutually beneficial and enforceable rules and regulations. Violators of the rules and regulations of the development may be excluded from the development and prohibited from entering on or using any of the facilities. All property owners shall be responsible for their guest. If legal action is taken against any property owner or his guest and the court finds a violation of any rule, all court costs and attorney fees shall be assessed against the lot or lots owned by the property owner and such sums will draw interest and be collectible the same as assessments.

### **PROPOSED**

*Subsection 3(a), relating to enforcement, is deleted in its entirety and new Subsection 3(a), relating to the same subject, is adopted in lieu thereof to read as follows:*

**“3(a) Enforcement.** The rights of Owners to use the Common Area, facilities and amenities of the Subdivision, and the authority and procedures for enforcement of the provisions of this Declaration and POA Rules and Regulations (collectively referred to herein as the “Governing Documents”) and corresponding rights of the Owners, are provided in this Subsection 3(a).

**“(1) Owners’ Right to Use Common Areas.** Each Owner shall have a non-exclusive right, license and easement, together with all other Owners, and their respective families, to use the common ground of the Subdivision, including the roads, lakes, beaches, and all other common areas and facilities of the Subdivision (collectively referred to as the “Common Areas”) for purposes including boating, bathing, fishing, and use of the beaches and any parkway surrounding said lakes, the mooring of boats in front of said parkway, and use of parking areas at said lakes and beaches, all of which shall be subject to the authority to enforce violations contained in this Subsection 3(a).

**“(2) Relief, Attorney’s Fees.** If any person subject to the Governing Documents fails to comply with any provision thereof, the POA or any Owner or class of Owners adversely affected by such failure has a claim for appropriate relief, including but not limited to claims at law for damages and claims for equitable relief. Punitive damages may be awarded in the case of a willful, wanton and malicious failure to comply with any provision of the Governing Documents.

“The prevailing party shall be entitled to recover its reasonable attorney’s fees, costs and expenses incurred in enforcing or defending the Governing Documents, whether by judicial or administrative proceeding, or by alternative dispute resolution procedures.

**“(3) POA’s Enforcement Authority.** In addition to any other remedy provided in this Declaration, the POA, acting through the Board, may:

“(i) Levy fines, after notice and opportunity to be heard, for a violation of the Governing Documents in such amount as the Board deems reasonable, taking into account the nature, duration, and other circumstances of the violation, but not to exceed \$500.00 for the violation and not to exceed \$50.00 per day or per incident that the violation continues after notice and opportunity to be heard. Any unpaid fine shall be enforceable in the same manner as assessments under this Declaration,

“(ii) Tow or cause to be towed any automobile, truck, boat, trailer, or other vehicle, that is not permitted in the Subdivision or is parked in an unauthorized location or manner, and any boat that is not moored or is not used in an authorized manner, at the cost of the violating Owner. Such action shall not constitute a trespass. The Board may post signs at the lakes, beaches, and parking areas, and on the roads, to regulate parking,

“(iii) Abate a violation of any restriction of the Governing Documents, after notice and opportunity to be heard (unless the violation presents an imminent threat to health and safety of the Owners) by removing or causing to be removed any article, sign, or other object, at the cost of the violating Owner. Such action shall not constitute a trespass,

“(iv) Record a notice of violation, including unpaid fines, against the Lot of any Owner in violation of any provision of the Governing Documents, at the cost of the violating Owner,

“(v) In addition to the authority granted the Board under this paragraph (3) of this subsection 3(a), no Owner may vote, serve as Director, or utilize the facilities or amenities, if he or she (a) is not a Member in Good Standing or (b) has a violation of the Governing Documents that remains uncorrected after notice and opportunity to be heard, and

“(vi) Adopt reasonable rules and regulations to implement the authority set forth in this Subsection 3(a).

“(4) **Hearing Panel and Procedure.** Any hearing required under Section 3(a)(3) shall be conducted by a panel of three (3) disinterested Owners, who shall be Members in Good Standing appointed by the Board (the “Hearing Panel”). The Board may designate the Hearing Panel as a standing committee and appoint its members to specified terms, or appoint the members on an ad hoc basis as the need arises. The Hearing Panel, by a majority vote of its members and within ten (10) days after the hearing, shall prepare a written advisory report with recommendations to the Board as to whether the proposed enforcement action should be ratified, modified, or reversed, and shall consider the provisions of Section 3(a)(5) in its deliberations. The advisory report of the Hearing Panel shall be part of the hearing record. The Board after consideration of the Hearing Panel’s advisory report, shall notify the alleged violator, in writing and within ten (10) days after receipt of the recommendations of the Hearing Panel, setting forth the Board’s decision. The Board shall adopt reasonable rules and procedures to foster a fair and impartial hearing.

“(5) **Discretion In Enforcement.** The decision to pursue enforcement action in any particular case shall be left to the Board’s discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

“(i) The POA’s position lacks sufficient strength to justify taking any or further action; or

“(ii) The covenant, restriction or Rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

“(iii) Although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the POA’s resources; or

“(iv) That it is not in the POA’s best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

“Such a decision shall not be construed as a waiver of the right of the POA to enforce such provision at a later time under other circumstances or preclude the POA from enforcing any other covenant, restriction or Rule.

“The POA, by contract or other agreement, may enforce applicable local governmental ordinances, and permit the local governmental authorities to enforce its ordinances within the Subdivision for the benefit of the POA and Owners.

**“(6) Alternative Dispute Resolution.** The POA, Directors and officers of the Board, committee members, and all Owners and occupants subject to the Governing Documents agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Subdivision or the POA without the emotional and financial costs of litigation. Accordingly, the parties may seek to resolve a dispute by alternative dispute resolution procedures such as mediation and/or binding arbitration. The mediator or arbitrator, as the case may be, shall be mutually agreed upon by the parties and, if the parties are unable to agree, the parties shall submit the dispute to the American Arbitration Association or such other organization that provides mediation and arbitration services.

“(a) In the event the disputing parties agree to arbitration, all relief and remedies contained in this Section 3(a) shall be available to the arbitrator. The result shall be binding and shall be enforceable in a court of competent jurisdiction as provided in the Uniform Arbitration Act of Missouri, Chapter 435, Mo. Rev. Stat.

“(b) Any proceeding under this Section 3(a)(6) may be conducted in Jefferson County or St. Louis County, Missouri. Each party shall be responsible for its pro rata share of filing fees and administrative costs, based on the number of parties, incurred in any proceeding conducted under this Section 3(a)(6).”



## **BALLOT ITEM 4.**

### **EXISTING**

2g. Every residence shall front toward the front end of the lot as established by the Architectural Control Committee. No house or attached structure shall be constructed closer than twenty-five (25) feet from the front property line, ten (10) feet from the side lines, nor be any closer than thirty (30) feet from the back property line, except in section known as Raintree Forest/ Section 50, where no residence shall be constructed any closer than fifty (50) feet from the front property line, fifteen (15) feet from the side line and fifty (50) feet from the back property line. No building shall be constructed closer than twenty-five (25) feet from any street unless otherwise approved by the Board of Directors of Raintree Plantation Property Owners Association, Inc. If one individual owns more than one adjoining lot he may elect to consider all of his property as one lot for construction purposes only under this paragraph, provided the owner thereof has followed the procedures set forth in the subdivision regulations of Jefferson County for legally merging the two lots into one. The assessment of any original lot that is split shall be prorated to the adjoining owners by the percentage of area they acquire following the lot split.

### **PROPOSED**

*Section 2g is amended to provide for limitation on reduction in lot size from that which was originally platted throughout the subdivision, this would still allow enlargement by prior methods but limit the reduction in lot size of any lot.*

2g. Every residence shall front toward the front end of the lot as established by the Architectural Control Committee. No house or attached structure shall be constructed closer than twenty-five (25) feet from the front property line, ten (10) feet from the side lines, nor be any closer than thirty (30) feet from the back property line, except in section known as Raintree Forest/ Section 50, where no residence shall be constructed any closer than fifty (50) feet from the front property line, fifteen (15) feet from the side line and fifty (50) feet from the back property line. No building shall be constructed closer than twenty-five (25) feet from any street unless otherwise approved by the Board of Directors of Raintree Plantation Property Owners Association, Inc. If one individual owns more than one adjoining lot he may elect to consider all of his property as one lot for construction purposes only under this paragraph, provided the owner thereof has followed the procedures set forth in the subdivision regulations of Jefferson County for legally merging the two lots into one, but no originally platted lot shall have its square footage reduced in size in any manner or by any means from that originally platted by the original Grantor. The assessment of any original lot that is split shall be prorated to the adjoining owners by the percentage of area they acquire following the lot split.

## BALLOT ITEM 5.

### EXISTING

#### 4. METHOD OF MODIFICATION OR AMENDMENT OF RESTRICTIONS.

4a. These restrictions including assessments may be amended, removed, abrogated or modified in anyway or by a vote of over fifty percent (50%) of the votes cast pursuant to the methods set forth in paragraph 4b, of these restrictions. Conclusive evidence of said approval shall be by document executed by the Raintree Plantation Property Owners Association, Inc., and filed for record in the Recorders' Office of Jefferson County, Missouri.

### PROPOSED

A. *Subsection 4(a), relating to amendments, is deleted in its entirety and new Subsection 4(a), relating to the same subject, is adopted in lieu thereof to read as follows:*

**“4(a) Amendment.** This Declaration, including the Plat, may be amended at any time by at least fifty percent (50%) of the votes cast at a meeting as provided in Section 4(b). An amendment may modify or delete any existing provision, and may add new and more burdensome restrictions and covenants. No amendment may reduce or modify the obligation of the POA to maintain the Common Areas or the power to levy assessments to carry out the responsibilities of the POA under this Declaration, or to eliminate the requirement that there be a property owners association and board unless adequate substitution is made. A copy of any proposed amendment shall be provided to the Owners at least thirty (30) days prior to voting.

**“(1) Special Amendments.** No amendment may change the basis for allocating voting interests of the Lots or the basis for allocating assessments to the Lots, or the restriction that each Lot may be used solely for residential purposes, without unanimous consent of the Owners. An amendment to terminate the Subdivision must be approved by 80% of all the votes in the POA.

**“(2) Limitation on Challenges.** No procedural challenge to the validity of an amendment adopted by the POA may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted.

**“(3) Change of Conditions.** In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

**“(4) Execution of Amendments.** Each amendment shall be executed by the President and certified by the Secretary, or by such other Officers approved by Board resolution.

**“(5) Recordation; Effective Date.** Each amendment shall be recorded in Jefferson County and shall be effective upon the date of recording unless a later date is expressly stated therein.

**“(6) Correction of Drafting Errors.** The Board is authorized to amend this Declaration and the By-Laws to correct drafting or technical errors or to bring the Subdivision into compliance with conditions imposed by lenders providing government insured or guaranteed loans. The right to execute this authority is



## **BALLOT ITEM 6.**

### **EXISTING**

5c. All residential solid waste shall be stored in containers of not more than 35 gallons nor less than 20 gallons in nominal capacity. Containers shall be leakproof, waterproof, and fitted with a fly-tight-lid and shall be properly covered at all times except when depositing waste therein or removing the contents thereof. The containers shall have handles, bails or other suitable lifting devices or features. Containers shall be of a type originally manufactured for residential solid waste, with tapered sides for easy emptying. They shall be of light weight and sturdy construction. The weight of any individual container and contents shall not exceed 75 pounds. Galvanized metal containers, or rubber, fiberglass, or plastic containers which do not become brittle in cold weather, may be used.

### **PROPOSED**

*Subsection 5(c), relating to water containers, is deleted in its entirety as property owners are provided standardized waste containers rendering this Subsection 5(c) not applicable. As a result of the deletion of Subsection 5(c), existing Subsection 5(d) will now become 5(c), existing Subsection 5(e) will now become Subsection 5(d), existing Subsection 5(f) will now become Subsection 5(e), existing Subsection 5(g) will now become Subsection 5(f).*

## **BALLOT ITEM 7.**

### **EXISTING**

5g. The Raintree Property Owners Association shall have the right to bill every homeowner on a semi-annual basis for solid waste removal. In the event that anyone fails to pay their bill within sixty (60) days of billing, their services can be stopped. Any unpaid bills shall be a lien upon their real estate and subject the owner to collection in the same manner as unpaid assessments, with the same penalties.

RAINTREE PLANTATION, INC.

### **PROPOSED**

*Subsection 5(g) is amended to replace the word “homeowner” with “property owner” and to delete the words “Raintree Plantation, Inc.” immediately following Subsection 5(g).*

5g. The Raintree Property Owners Association shall have the right to bill every homeowner property owner on a semi-annual basis for solid waste removal. In the event that anyone fails to pay their bill within sixty (60) days of billing, their services can be stopped. Any unpaid bills shall be a lien upon their real estate and subject the owner to collection in the same manner as unpaid assessments, with the same penalties.

RAINTREE PLANTATION, INC.

RAINTREE PLANTATION, INC.  
BY-LAWS  
RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

**BALLOT ITEM 8.**

**EXISTING**

Article III Membership Meetings

Section 7: Voting procedure: All votes must be cast in person. If lots are held by a legal entity, the representative of the entity may cast its votes. In addition to exercising their voting rights at membership meetings, qualified members may exercise their voting rights for ten (10) days prior to any membership meeting during regular office hours at the Raintree Plantation Property Owners Association, Inc. Office.

**PROPOSED**

*This proposal is offered to reduce the time required to have the staff and volunteers present for the extended voting period which, in application is not justified for the limited number of voters participating.*

Section 7: Voting procedure: All votes must be cast in person. If lots are held by a legal entity, the representative of the entity may cast its votes. In addition to exercising their voting rights at membership meetings, qualified members may exercise their voting rights for ten (10) days the Friday prior to any membership meeting during regular office hours at the Raintree Plantation Property Owners Association, Inc. office when the meeting is to be held on a weekend or Monday. Where the membership meeting is held between Tuesday and Friday, members may vote during regular business hours at the POA office on the day immediately preceding the meeting.

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**SAMPLE BALLOT**

**SAMPLE BALLOT**

