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AMENDED COVENANTS AND RESTRICTIONS  
COVERING LOTS IN RAINTREE PLANTATION SUBDIVISION  
(This document is meant for information purposes only.  
See Jefferson County Recorder's Office for the official record.)

WHEREAS RAINTREE PLANTATION, INC. has caused surveys to be made and filed for the record in Recorder's Office of Jefferson County, Missouri, to property known as RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC., section number One through Twenty-Five and Raintree Forest, all of said property being located in Jefferson County, Missouri, and

WHEREAS additional subdivisions will be platted and recorded from time to time, and

WHEREAS the following restrictions shall be subject to proper enforcement clauses. Deeds to all lots in said subdivisions shall be subject to the following covenants and restrictions, which shall run with the land and bind all subsequent owners.

## 1. RESTRICTIONS RELATING TO THE USE OF LOTS.

### 1a. (Use of Property, Single Family Residential, Specifically for Whom, Multiple)

All lots in the subdivision shall be used for residence purposes only; However, an owner may conduct such business activities (any activity or enterprise entered into for profit) within a dwelling located thereon so long as:

- (a) The existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the dwelling unit;
- (b) The business activity does not regularly involve people or vehicles coming into Raintree who do not reside in Raintree;
- (c) The business activity does not involve having any tools or equipment stored or placed in any area which can be seen from another lot or Common Area;
- (d) The business activity is consistent with the residential character of Raintree;
- (e) The business activity does not require use of Common Area utilities;
- (f) The business activity does not constitute a nuisance or a hazardous or offensive use, as may be determined by the Board;
- (g) The business is not illegal.

The Board may issue rules regarding permitted business activities.

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. 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 than 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.

#### 1b. (Signs, Limit, Types, Placement)

No signs of any nature, business or otherwise, except the identifying name of the home or owner may be displayed. In addition to identifying signs, real estate sale signs shall be permitted to be placed on the front side of lots with homes no more than 15 feet from the front of the house. In addition, lots without homes may post real estate sale signs at least 10 feet back from the road. Signs must be standard size, not to exceed 24" x 24" and contain both company logo and agent name. Property may have not more than one sign placed in the yard unless that property is lake front or directly on the golf course and may be displayed only during the time the property is listed on the market.

#### 1c. (Camping, Use, Care, and Neglect of Property (Lot), Lease or Rent)

No lot, portion of a lot, residence nor portion of a residence (individually or collectively referred to as "the premises") shall be leased or rented for any purpose by the owner. Said premises shall not be used for camping or any unlawful purpose, or for any purpose that would injure the reputation of the neighborhood. Tent camping in the backyard of a residential lot (lot with a house) is allowed for no more than three consecutive days at one time. Nor shall any noxious, offensive, or odoriferous substances be permitted on any lot. In the event that an owner shall neglect his lot, thereby permitting it to become an eyesore or nuisance, as determined by the Board of Directors, then the Raintree Plantation Property Owners Association, Inc., may at its discretion remove rubbish, debris, and the like from the lot to remedy the eyesore and nuisance. The owners of a neglected lot shall be charged with the reasonable expense so incurred by the Association which shall be a lien upon the owners' land in the subdivision until satisfied. Raintree Plantation Property Owners Association, Inc., its officers, agents, or employees shall not be deemed guilty or liable for any manner of trespass or damage for any abatement, removal, or the like.

#### 1d. (Pets, Jeffco Rules & Regulations, Sticker Placement, Animal Restrictions)

Said premises shall not be used to house or maintain horses, cattle, mules, hogs, sheep, goats, or poultry; however, house pets are permitted but not over four (4) in total will be permitted. Pets must be confined to the owner's property either physically or electronically or on a leash at all times. When walking pets, residents are required to pick up and properly dispose of pet feces. Jefferson County rules and regulations respecting animals and pets shall apply to all pets in Raintree.

#### 1e. (Bird Sanctuary, Animals)

RAINTREE SUBDIVISION is hereby declared to be a bird sanctuary. Therefore hunting, and discharge of firearms, shall not be allowed within the limits of these subdivisions, and are hereby specifically prohibited.

#### 1f. (Golf Carts, ATV, Dirt Bikes, Motorized Scooters, D/L requirements)

All vehicles operated on any lot in the subdivision or on any Subdivision Road, Easement or Common Area shall be licensed and operated by a validly licensed operator. All-terrain vehicles as defined in the Missouri Statutes and dirt motorcycles (both commonly referred to as "off road" vehicles) and motorized scooters either gas or electric shall not be operated on any lot in the Subdivision or on any Subdivision Road, Easement or Common Area. Operation of Golf Carts (a "golf cart" means a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty miles per hour. (See S304.034(3)) on any subdivision Road, Easement or Common Area shall be permitted with the following conditions: the Golf Cart must be operated by a licensed driver and the Golf Cart must be covered by a liability insurance policy. In addition to these Covenants, the operation of Golf Carts is also subject to any rules and regulations as set forth by the Raintree POA Board of Directors in the Rules Manual.

### 1g. (Vehicle & Boat Licensing, Trailers)

All vehicles, trailers, and the like, owned possessed or operated in Raintree Plantation Subdivision shall meet State of Missouri licensing regulations at all times.

### 1h. (Boats (Permitted Types, Rules, Insurance, Parking), Wake, PWC restrictions)

Only personal watercraft, as defined in the Missouri statutes, such as Wave Runners, Jet Skis, and Sea Doo's, that are registered with the Raintree Plantation Property Owners Association, Inc. in the form required by the Board of Directors by December 31, 2002, will be allowed to continue to operate on Autumn Lake in Raintree. Nevertheless, if Autumn Lake is at full pool, meaning that water is passing over the spillway not created by boating activities, then all boating on Autumn Lake shall be restricted to "no Wake" until the pool level recedes. The POA exclusively shall reserve the right to determine full pool condition and take reasonable steps to notify the members during those conditions by at least posting the lake condition at the POA headquarters. Registered personal watercraft must operate according to the boating regulations and time limitations as set out in the regulations of the Property Owners Association and the laws and regulations of the State of Missouri. Effective January 1, 2003, no additional, previously unregistered personal watercraft will be allowed to be registered or operated in Raintree subdivision. Effective January 1, 2016, personal watercraft must be continuously and consecutively annually registered with Raintree POA. A failure to continuously and consecutively register that watercraft with Raintree Subdivision shall cause a forfeiture of the right to obtain a permit on the personal watercraft in the future. No airboats, fan boats or similar propeller-type vessels of any kind are permitted on any lake in Raintree Subdivision.

### 1i. (Boat Regulations and Rules)

Boats/vessels that are registered with the Raintree Plantation Property Owners Association, Inc. shall not exceed 24' (feet) in length. Pontoon boats are excluded from the length limit. Previously approved and registered boats over 24' (feet) in length, which are currently registered prior to September 15, 2013, with the Raintree Plantation Property Owners Association, Inc. will be allowed to continue to operate on all lakes in Raintree. All registered boats/vessels must operate according to the boating regulations and time limitations as set out in the regulations of the Property Owners Association and the laws and regulations of the State of Missouri. All watercraft as described in this section must be covered by a liability insurance policy yearly and said policy must be presented at time of purchasing the watercraft sticker. The use of bladders, ballasts, bags, or any device used for the purpose of increasing weight, enhancing wake, or creating additional wake, whether permanent or temporary, by any boat is strictly prohibited. Boaters must minimize "plowing" (maintaining speed between idle and plane which creates the largest wake).

### 1j. (Guest Restrictions & Regulations, Vehicle Stickers & Placement)

All vehicles operated within Raintree must display a property owner's identification or identification as set forth by the Raintree POA Board of Directors in the Rules Manual. Owners shall request that their guests comply with this and all other restrictions, covenants, and regulations.

## 2. RESTRICTION RELATING TO BUILDING AND CONSTRUCTION.

### 2a. (Architectural Control (ACC))

The Architectural Control Committee shall be established and controlled by the Raintree Plantation Property Owners' Association, Inc., or its successors and assigns. All plans and specifications must be approved by the Architectural Control Committee before building operations are started including but not limited to lot preparation for construction, road cuts, utility hookups or the like. There shall be no restrictions as to the cost of any residence, building or structure, but complete plans and specifications must be submitted for the

approval of the Architectural Control Committee. All building and construction in Raintree Plantation shall require a building permit issued by the Raintree Plantation Property Owners Association, Inc. The Board of Directors may, at their discretion, establish a regulatory policy to set the fee for the permit but same shall not exceed \$8,500 per individual home, divided between a maximum of \$5,000 from the Property Owner and \$3,500 to be paid by the Builder for the road cut repairs. The fee must be submitted in cash or equivalent to the Raintree Plantation Property Owners Association, Inc.'s business office prior to the start of construction on any lot and the RPOA shall retain a portion of such bond permit, not to exceed \$3,000 for the Property Owner portion, to be placed in the general revenue funds for the purposes of assisting in the funding of capital improvements for the infrastructure such as roads, culverts, bridges, etc., affected by construction and refund the balance of such \$5,000 bond. In addition, the RPOA shall retain a portion of the builder portion of the bond permit, not to exceed \$1,000 if the road cut is done satisfactorily or \$3,500 if the RPOA has to make the road cut repairs, to be placed in the Roads fund for the purpose of repair of road crossing cuts and other damage to Raintree roads. Any owner, owning multiple lots shall comply with this requirement irrespective of the number of deposits, which have already been secured with the Raintree Plantation Property Owners Association, Inc.'s business office. All buildings and landscaping must be completed within nine (9) months from the time of beginning construction ("beginning construction" shall be construed as no longer than three (3) months after plan approval), with a total limit of twelve (12) months to obtain an occupancy permit.

#### 2b. (ACC Approval)

In determining whether or not to approve plans submitted, the Architectural Control Committee may, but is not obligated to consider all factors including, but not limited to, the practical, aesthetic, legal, financial, and environmental effect any structure will have on lots or buildings in the entire development and in its vicinity, and whether it complies with the general plan or concept of the subdivisions as advertised or represented to other property owners.

#### 2c. (ACC (Garage, Driveways and Parking))

The Architectural Control Committee, or its successors and assigns, prior to approving plans and specifications shall require evidence that the residence to be constructed shall be equipped with off street parking suitable to handle two full sized automobiles so as to provide sufficient parking for two automobiles off of the streets or drives in the subdivision and the plans for the said two car parking space must be approved as part of the items approved in accordance with these restrictions prior to the time that building operations are started. All driveways and off-street parking referred to in this paragraph shall be durably paved except as to secondary parking. All secondary parking pavement materials to be approved by Architectural Control Committee.

#### 2d. (Residential Square Footage)

All residential buildings must have a minimum heated living area of 1,550 square feet, excluding porches, garages and basements, (of which at least 1,350 square feet must be on the main floor) unless otherwise approved by the Architectural Control Committee. All square footage measurements relative to this paragraph shall be based upon exterior measurements.

#### 2e. (Drainage and Culverts)

All driveway culverts and any changes to a natural drainage ditch must be approved by the Architectural Control Committee and all shall be designed to comply with any standards set forth by the Architectural Control Committee.

#### 2f. (Fence, Retaining Walls and Lot Restrictions)

All fences other than those ornamental in nature are prohibited in the subdivision except upon specific approval of the Board of Directors of Raintree Plantation Property Owners Association, Inc. An ornamental

fence or retaining wall may be placed on the rear of any lot after approval of the Architectural Control Committee so long as same does not interfere with any other lot owners' views or impair the aesthetic appearance of the subdivision. No fence shall be placed on a vacant lot. Any fence, retaining wall or other structure to be erected in front of the building on any lot shall have prior approval of the Architectural Control Committee of Raintree Plantation Property Owners Association, Inc.

#### 2g. (Assessments, Easements (setbacks & Property Lines, Adjoined & Split Lots)

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, 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.

#### 2h. (Yards & Variances)

The Board of Raintree Plantation Property Owners Association, Inc. shall have the power to grant a variance to yard setback line encroachment, when the strict application of any building covenant or regulation would result in peculiar or exceptional difficulties owing to exceptional narrowness, shallowness, shape of topography, or other extraordinary or exceptional topography, or other extraordinary or exceptional situation or condition relating to a specific piece of property. It is intended by the membership that variances should only be granted for the purposes of alleviating hardship and that cost is not a hardship. The following definitions shall apply to the covenants: Variance - A procedure by which the Board acting in adjustment may modify, alter, or relax the requirements of the Covenants and Restrictions as to yard setback lines, where such action will not be contrary to the public interest and where owing to the conditions peculiar to the property and not the result of actions or situations of the owner, a literal enforcement of the covenants and restrictions would result in an unnecessary and undue hardship. Yard - An open space at grade, other than a court or plaza, between a structure and the adjacent lot lines, which are unoccupied except for structures permitted by the covenants.

#### 2i. (Detached Garage, Outbuildings, Size, Boat Dock, Sheds)

Construction of boat docks or outbuildings shall be permitted on lots within Raintree Subdivision, subject to approval by the Architectural Control Committee and within guidelines established by the Property Owners Association Board of Directors. In addition to an off-street parking area suitable to handle two full size automobiles, all residential buildings shall have a two-car garage attached to or built in as a part of the residence. In the section known as Raintree Forest an additional garage may be detached if approved by the Architectural Control Committee. A variance may be granted by the Architectural Control Committee if only one car garage will fit on the lot. A homeowner may build an additional detached garage on an adjacent lot provided that the homeowner has performed a boundary line adjustment to attach the adjoining lot to the residential lot. The detached garage shall be no greater than 900 sq. ft. and no less than 400 sq. ft., and it must be connected with a pathway to the residence. The plans for the detached garage must be approved by Architectural Control Committee, and they must meet Jefferson County construction codes. Effective 12/31/2021 a property owner of any property in Raintree Plantation property with a residential house located

thereon, may be approved for construction of a shed no greater than 100 square feet, properly anchored to a concrete floor, with color and materials matching the house on the same property; said shed must be located behind the main house, within the sidewalls of the house, and within the 30-foot setback. The shed must be approved by the ACC including submission of a deposit. ACC will follow the inspection process detailed in these restrictions.

#### 2j. (Foundations, Siding, Mobile Homes, RV's, PWC, Boats, & Unlicensed Vehicles Parking)

No residence shall be wholly or partly covered with tar paper or canvas, and no tent house or shack shall be permitted on any lot. No unpainted wooden houses shall be on any lot unless of log or imitation log construction as approved by the Architectural Control Committee. No auto trailer, movable house, or manufactured housing (as defined by the Jefferson County Zoning Code) shall be allowed on any lot in the subdivision. All foundation walls and footings must be of continuously poured concrete on the building site. Trailers, boats, personal watercraft, RVs, or the like, shall not be parked or stored in front of a residence or on Raintree Plantation Property Owners Association, Inc. roads or property, aside from the following exceptions: (1) Trailers, boats, personal watercraft and RV's or the like may be parked on the driveway of a residential lot (that being the most direct paved connection between the public road and the dwelling) as nearly as practical to the dwelling. (2) No parking of vehicles, trailers, boats, personal watercraft, RVs, or any other similar personal property is permitted on an undeveloped lot. (3) Trailers, boats, personal watercraft, and RV's or the like may also be parked in specifically designated areas of Raintree Plantation Property Owners Association roads or property. In no event shall such items be stored in any way that creates a nuisance, hazard, or eyesore, as determined by the Board of Directors. Any unlicensed vehicle must be inside the owner's garage and shall not be permitted to remain on any part of the lot. Vehicles, licensed or unlicensed, shall not be parked on lawns.

#### 2k. (Propane & Storage Tanks)

No storage tanks shall be above the ground on said lot, except a propane tank limited in size to 250 gallons and used solely for outdoor grills or indoor gas fireplaces.

#### 2l. (Wells & Water Systems)

All toilets, baths, sinks, lavatories, water systems, sewers and drains on said premises shall be properly installed. No wells or individual sewage treatment system shall be permitted. Roof, yard, and surface drains including sump pumps with uncontaminated water shall not discharge into the sanitary sewage treatment system.

#### 2m. (Building Time Frame)

All buildings and landscaping must be completed within nine (9) months from the time of the beginning construction ("beginning construction" shall be construed as no longer than three (3) months after plan approval), with a total limit of (12) months to obtain an occupancy permit.

#### 2n. (Natural Drainage and Blasting)

No wells shall be drilled, nor any blasting done, nor any substantial changing of the grade on any lot without the written permission of the Architectural Control Committee.

#### 2o. (ACC, Appeals)

Anyone aggrieved by an Architectural Control Committee decision may prepare a written statement that sets out the aggrieved parties' position and facts that support that position. This statement must be delivered to the Secretary of the Raintree Plantation Property Owners Association, Inc., within fourteen (14) days of the



original disapproval date. The Architectural Control Committee shall review the statement at its next meeting. If after review of their written statement, the Architectural Control Committee disapproves the plans of the aggrieved parties, then they may appeal the disapproval of the Architectural Control Committee to the Board of Directors of Raintree Plantation Property Owners Association, Inc. The Board of Directors of Raintree Plantation Property Owners Association, Inc., shall have authority to reverse, amend or approve the decision made by the Architectural Control Committee. Any appeal shall be in writing, setting forth the position of the aggrieved parties and any facts that support that position. The appeal must be delivered to the Secretary of Raintree Plantation Property Owners Association, Inc. within thirty (30) days of the second disapproval date. The Board of Directors of Raintree Plantation Property Owners Association, Inc., shall promptly dispose of the appeal at a regular meeting. At that meeting the aggrieved parties may appear and give a brief oral statement. The decision of the Board of Directors of Raintree Plantation Property Owners Association, Inc., shall be final.

#### 2p. (ACC, Sewer Hookup)

Sewer hookup fee shall be purchased from the utility company and verification given to the Raintree Plantation Property Owners Association, Inc. business office prior to starting construction on a home site.

### 3. RIGHTS AND POWERS.

#### 3a. (Common Area, Attorney Fee's, Enforcement Authority, Hearings)

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 pertaining to those areas contained in the Covenants and Restrictions, and Raintree Plantation Property Owners Association, Inc. ("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, in "good standing" 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 but not limited to 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, and travel over the public easements, 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, including injunction. 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 in addition to any other amounts, 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 at law or equity provided in the Covenants and Restrictions, the POA, acting through the Board, may:

(i) Levy a Censure Assessment (Censure Assessment as used in this section shall mean an assessment subject to lien against the Owner's land, directly related to

violation of covenants, restrictions or rules and regulations), after notice and opportunity to be heard, for a violation of the Governing Documents in such amount as the Board deems reasonable and in keeping with its predetermined published violation grid, taking into account the nature, duration, and other circumstances of the violation, but not to exceed \$1000.00 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 Censure Assessment shall be additive to annual assessments and be enforceable in the same manner as other assessments under these Covenants and Restrictions,

(ii) In all areas, owned by the Association, or under its direct supervision, tow or cause to be towed any automobile, truck, boat, trailer, golf cart, all-terrain vehicles, "4-wheeler" 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. The Board may post signs at the lakes, beaches, and parking areas, and on the roads, to regulate parking and traffic. Any Owner who owns a golf cart, boat, or approved jet ski for which a policy of liability insurance is required must register the golf cart, boat or approved jet ski with the Association and receive a registration sticker issued by the Association. Such sticker must be displayed prominently on the vehicle driver's side lower front windshield, or the golf cart lower left windshield, or boat right rear starboard side nearest the driver (operator) seat.

(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,

(iv) Record a notice of violation, including unpaid Censure Assessments, 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 as provided in this section and the By-laws of the POA reasonable rules and regulations to implement the authority set forth in this Subsection 3(a),

(vii) Establish, by approval vote of seven (7) of nine (9) of the Board members, at a meeting of the Board the dollar amounts to be used in the violation grid for the Censure Assessments which can be levied by the Board.

(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 of the Board's final decision, in writing and within twenty-one (21) 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 any other 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.

### 3b. (Parkways, Roadways, Dams)

Title to parkways, walkways, roadways, dams and all other commonly used property shall be in Raintree Plantation Property Owners Association, Inc., subject to the easement and appurtenances in the owners of the lots in said subdivision and amenities owned by an independent corporation.

### 3c. (Grantorship)

RAINTREE PLANTATIONS, INC. reserves unto itself the right to grant or assign to any individual, corporation, or organization all or part of its rights as Grantor.

### 3d. (Grantor Definition)

The term Grantor shall mean RAIN TREE PLANTATION, INC. or any corporation, organization or individual that RAIN TREE PLANTATION, INC. conveys and grants all or any its powers as Grantor.

### 3e. (Easements)

A fifteen (15) foot wide utility easement on each side of each lot is reserved for the purpose of bringing public services to the land being developed, including typical water, sewer, electric and telephone lines. A twenty (20) foot wide easement is reserved on the part of all lots facing or next to a road to install drainage facilities for the purpose of bringing public services to the land being developed, including but not limited to pipes, ditches, basins, or devices to control or drain storm watches.

### 3f. (Assessments)

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. Through the 2021 assessment billing period, 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; Effective 7/1/2022 General Assessments of all Raintree Plantation property shall be increased as follows:

- 7/1/2022 - 5% increase over current assessment
- 7/1/2023 - 5% increase over 2022 assessment
- 7/1/2024 - 5% increase over 2023 assessment
- 7/1/2025 - 5% increase over 2024 assessment
- 7/1/2026 - 5% increase over 2025 assessment
- 7/1/2027 and each year thereafter - Increase of the cost of living during the previous calendar

year. This calculation shall be made by adding to the then current assessment amount the percentage by which the level of the Consumer Price Index for the St. Louis, Missouri Metropolitan Area, as reported by the Bureau of Labor Statistics of the United States Department of Labor has increased over its level as of January 1st of the prior year, not to exceed 2%. The amount billed each year shall be rounded to the nearest dollar for each Property Owner.

Except for these adjustments, no assessment 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 reduction of 47% of the assessment of each of those lots adjoined to the first lot, into a single adjusted lot, effective 7/1/2021 and beginning the next July 1st after a purchase or merger.

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.

### 3g. (Special Assessments)

The Board may submit a proposal for a Special Assessment to the Owners when there is a need for additional funds to preserve common property or to protect the interests of the community which shall be voted on pursuant to the methods set forth in Paragraph 4b. Voting may be at the annual meeting or a special meeting. The proposed Special Assessment shall identify the dollar amount, period of time and use of the proposed Special Assessment. Any and all Special Assessment funds shall be held in a separate designated account and shall only be used for the specific purpose. Upon approval by the membership, the Special Assessment shall be due no later than 90 days after written notice of said Special Assessment. Collection enforcement for non-payment of special assessments shall be the same as those for annual assessments under these Covenants and Restrictions.

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

### 4a. (Restrictions Update)

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 Records' Office of Jefferson County, Missouri.

### 4b. (Property Owner Definition)

All of the owners of a fee interest in a lot in these subdivisions or in any other subdivisions or condominium development created in the vicinity thereof or adjacent thereto by the Grantor herein, or its assign, shall upon becoming a record owner of such a fee interest become a member of the Property Owners' Association and have only one (1) collective vote irrespective of the number of lots held by the member, to be cast in all matters requiring a vote. All votes must be cast in person. If lots are held by a legal entity only the designated representative of the entity may cast its vote. To vote a member must be in good standing as of 30 days before the date for the election. "Good standing" shall mean the member is current in all P.O.A. assessments.

The vote may be cast among other things on such matters as assessments, amending, altering, or deleting the restrictions, or electing trustees or Board of Directors of the Property Owners Association and approving and amending By-Laws of any such Property Owners Association. All such voting must be done in person, and no proxy voting will be permitted, and if more than one individual owns any lot, only one vote may be cast. It is clearly understood that any water and sewer system or Golf course or Club facility that may be installed shall not be subject in any way to the provisions of these restrictions, except as they provide for easements for such utilities, same shall be owned independently by private corporations.

### 4c. (Raintree Country Club)

All lot owners have a non-transferable right to and shall be deemed social members of any country club or golf course constructed on property heretofore owned by RAINTREE PLANTATION, INC., subject to their payment of dues and user charges. Such membership can be modified or terminated by the owner or governing body of the Club or Golf Course. No dues schedule termination or modification shall be reviewable by any Court or Government Agency. Annual dues as established solely by such Club or Golf Course may be collected by Grantor and turned over to the Club or Course. If any lot owner fails or refuses to pay said dues, all lots owned by the individual will lose all rights to be a member. In addition, all unpaid and delinquent dues presently set at \$120.00 shall be treated as unpaid assessments and shall become a lien on said lot and enforceable the same as unpaid assessments with any penalties as provided herein.

### 4d. (Restrictions Enforceability)

These restrictions are enforceable by Raintree Plantation Property Owners Association, Inc., or its assigns or by any other lot owners or Lessee in the subdivision.

## 5. RESTRICTIONS RELATING TO TRASH COLLECTION.

### 5a. (Solid Waste)

To promote the general welfare at Raintree, reduce road damage and solid waste expense, Raintree Property Owners Association requires universal solid waste collection and authorizes the Board of Directors to contract with one or more contractors for collection of single family residential solid waste and recyclable waste.

#### 5b. (Solid Waste cont.)

Solid waste is unwanted or discarded waste materials in a solid or semisolid state, including but not limited to garbage, rubbish, and the like.

#### 5c. (Solid Waste cont.)

All residential solid waste shall be stored in containers. 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. They shall be of sturdy construction. If the trash hauler company does not provide a container which has been approved by the Property Owners Association Board of Directors, the following containers may be used; galvanized metal containers or rubber, fiberglass, or plastic containers which do not become brittle in cold weather. Other trash containers must be approved by the Property Owners Association Board of Directors.

#### 5d. (Solid Waste Contract)

The Board shall provide the collection of all residential solid waste at Raintree by contracting with a person, corporation, county, or city or combination thereof, for all of Raintree as deemed to be in the best interest of Raintree. No owner shall have the right to separately contract with any waste hauler to remove residential solid waste in Raintree.

#### 5e. (Solid Waste cont.)

Solid waste collectors, employed by Raintree or solid waste collection agency operating under contract with Raintree, are hereby authorized to enter upon private property for the purpose of collecting solid waste therefrom as required by the restriction. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste.

#### 5f. (Solid Waste Rules)

No person shall engage in the business of collecting, transporting processing or disposing of solid waste within Raintree, without first obtaining an annual permit thereof from the Association; provided, however, that this provision shall not be deemed to apply to employees of the holder of any such permits.

#### 5g. (Solid Waste cont.)

The Raintree Property Owners Association shall have the right to bill every homeowner for solid waste removal.

RAINTREE PLANTATION, INC.

Rev. 9/17/2023