

MARKUP #1 ->

Section 1: [Covenants Section 3(a)(1) & Section 3(a)(3)] Annual Assessments and Automatic Lien Creation

Each lot owner in Raintree Plantation shall pay an annual assessment for the improvement, betterment, upkeep, and maintenance of the subdivision development, including roads, lakes, dams, parks, security, and administrative expenses. If any annual assessment is not paid within thirty (30) days after July 1st of the billing year, such unpaid assessment, together with interest and collection costs, shall automatically become a binding lien upon the lot without the necessity of filing a suit or legal proceeding.

Section 2: [Covenants Section 3(a)(3)(vi) & Rules Manual Section I] Censure Assessments (Fines) Treated as Liens

The Board of Directors shall have the authority to levy Censure Assessments against any lot owner for violations of the Covenants, Restrictions, or Rules Manual. Censure Assessments may be levied in an amount up to \$1,000.00 per violation, plus an additional continuing penalty not to exceed \$50.00 per day for each day the violation continues after written notification. Unpaid Censure Assessments shall be additive to the annual assessment, treated identically to unpaid annual assessments, and enforced as a lien upon the lot.

Section 3: [Covenants Section 1(f), 1(g), & Rules Manual ACC Rules] Architectural Control Committee (ACC) Permits a

No building, home addition, outbuilding, shed, deck, swimming pool, gazebo, fence (fences are strictly prohibited on vacant lots), seawall, boat cover, or retaining wall of any size shall be erected, placed, or altered on any lot until construction plans, specifications, and a plot plan have been approved in writing and a permit issued by the Architectural Control Committee (ACC). Any lot owner aggrieved by a decision of the ACC may appeal to the Board of Directors by submitting a written statement to the POA Secretary within fourteen (14) days of the ACC disapproval date.

Section 4: [Covenants Section 1(j) & Rules Manual Signage Rules] Prohibition on Exterior Signs and Real Estate Sign

No signs of any nature, business or otherwise, shall be erected or displayed on any lot, except: (1) the identifying name and street number of the owner; (2) one (1) real estate 'For Sale' sign, which is permitted ONLY on lots with an existing home (strictly prohibited on vacant lots) and must be placed on the front side of the lot no more than fifteen (15) feet from the front of the house; (3) political signs; and (4) construction site signs required by ACC building permits.



MARKUP #1 · SUBJECTIVE OR OVERBROAD WORDING

BOARD & COUNSEL REVIEW

Sec. Covenants Section 3(a)(1) & Section 3(a)(3) (p. 1): MO Manual Attorney Audit Finding (Covenants Section 3(a)(1) & Section 3(a)(3) - [Covenants Section 3(a)(1) & Section 3(a)(3)] Annual Assessments and Automatic Lien Creation - Each lot owner in Raintree Plantation shall pay an annual assessment for the improvement, betterment, upkeep, and maintenance of the subdivision development, including roads, lakes, dams, parks, security, and administrative expenses. If any annual assessment is not paid within thirty (30) days after July 1st of the billing...

Statutory / Legal Reference: Mo. Rev. Stat. Ch. 355 & Common-Law Covenants; Mo. Rev. Stat. §§ 448.1-101 to 448.4-120 (Missouri Uniform Condominium Act)

Statutory Comparison: 1. Real Estate 'For Sale' Sign Ban on Vacant Lots & 15-Foot Setback Defect (RSMo § 442.404): Covenants Section 1(j) prohibits real estate 'For Sale' signs entirely on vacant lots and restricts 'For Sale' signs on improved lots to within 15 feet of the front of the house (which in wooded or deep-set lots renders the sign invisible from the street). Under Missouri Revised Statutes § 442.404.2, 'No deed restriction, covenant, or similar binding agreement running with the land shall limit or prohibit the display of for sale signs of any lot owner's property, including vacant lots, provided that such signs may be subject to reasonable restrictions as to size and placement.' The total ban on 'For Sale' signs on vacant lots is facially void under RSMo § 442.404.2.

CURRENT WORDING IN DOCUMENT:

[Covenants Section 3(a)(1) & Section 3(a)(3)] Annual Assessments and Automatic Lien Creation - Each lot owner in Raintree Plantation shall pay an annual assessment for the improvement, betterment, upkeep, and maintenance of the subdivision development, including roads, lakes, dams, parks, security, and administrative expenses.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Amend Section Covenants Section 3(a)(1) & Section 3(a)(3) ([Covenants Section 3(a)(1) & Section 3(a)(3)] Annual Assessments and Automatic Lien Creation - Each lot owner in Raintree Plantation shall pay an annual assessment for the improvement, betterment, upkeep, and maintenance of the subdivision development, including roads, lakes, dams, parks, security, and administrative expenses. If any annual assessment is not paid within thirty (30) days after July 1st of the billing year, such unpaid assessment, together with interest and collection costs, shall automatically become a binding lien upon the lot without the necessity of filing a suit or legal proceeding.) to conform with Mo. Rev. Stat. Ch. 355 & Common-Law Covenants; Mo. Rev. Stat. §§ 448.1-101 to 448.4-120 (Missouri Uniform Condominium Act) and the manual attorney audit recommendations for Raintree Plantation Property Owners Association, Inc..