

## INTRASTATE EXEMPTION STATEMENT

Name of Developer: RAINTREE PLANTATION, INC.  
Address: P.O. Box 2038; Hillsboro, Missouri 63050  
Name of Subdivision: RAINTREE PLANTATION  
Location: Missouri State Rte. B, between Hillsboro and Cedar Hill, in Jefferson County, Missouri

**LIENS:** All lots in RAINTREE PLANTATION Subdivisions are sold by a General Warranty Deed which is delivered forthwith after the payment of the lot reservation fee. The delivery of the Warranty Deed is normally a matter of a few days, but in no event does the delivery date exceed 60 days.

The sales contract specifies that a General Warranty Deed will be delivered to purchasers within 60 days of signing the contract and the payment of the full down payment. Until a deed is delivered, all purchasers' payments will be placed in an Escrow Account.

**RESERVATIONS:** The easements and reservations affecting all of the lots at RAINTREE PLANTATION are set forth in the Amended Covenants and Restrictions of RAINTREE PLANTATION, a copy of which is attached hereto and incorporated herein. As you will note, Restriction 4D provides that the Restrictions are enforceable either by RAINTREE PLANTATION, INC., its assigns, or by any other lot owners in the subdivisions. As can be seen from reading Paragraph 3E of the Amended Covenants and Restrictions attached hereto, a fifteen (15) foot wide utility easement on each side of each lot has been reserved for the purpose of bringing public services to the land being developed, including typical water, sewer, electric and telephone lines. In addition, a twenty (20) foot wide easement is reserved on the part of all lots facing or next to a road to install drainage facilities and for the purpose of bringing public facilities to the land being developed.

**TAXES:** The taxes on present lots at RAINTREE vary from a low of \$52.03 to \$179.74. The local tax rate for 1992 was \$4.73 per hundred dollars of assessed valuation. This includes all state, county, school and fire districts taxes. The assessments are made on the January following the recording of any deed so that no taxes will be due until the following November or December.

**ASSESSMENTS:** Section 3F of the Amended Covenants and Restrictions applying to RAINTREE PLANTATION provide that the Property Owners' Association shall have the right to assess the owner of each lot on July 1, up to ~~\$100.00~~ <sup>120.00</sup> per platted lot per year which sum is used for the general betterment, upkeep and maintenance and improvement of the subdivisions and the management of the lakes, dams and roads and properties that are of common benefit to the property owners. In addition, at the present time a social membership charge of \$120.00 per lot per year is charged by Raintree Golf and Country. This charge may be increased in future years. The collection of the assessment and social membership charge is enforceable through the filing of liens and the institution of Court Action.

**RESTRICTIONS:** Attached hereto is a copy of the Amended Covenants and Restrictions of RAINTREE PLANTATION Subdivisions. These Restrictions apply to all of the property described below and are enforceable by the Grantor or any lot owner in the subdivision.

**UTILITY COST ESTIMATES:** The Union Electric Company will provide overhead electric service to the subdivision. Under its present fee schedules approved by the Missouri Public Service Commission, there is no charge for extending electric lines to lots. Fire Hydrants will be installed in accordance with the requirements of the Hillsboro Fire District, the tax supported organization that provides fire protection to RAINTREE PLANTATION.

Telephone facilities now require no charge. Water and sewer service in pipes laid in easements or in the streets will be furnished by Central Jefferson County Utility Company and a connection fee of \$700.00 for the sewer and \$300.00 for the water must be paid to RAINTREE PLANTATION, INC. prior to commencing construction of any home. Thereafter, monthly service charges as determined by the Missouri Public Service Commission will be collected. The lot purchaser pays the expense in making these facilities available to their home. Natural gas is not available in the subdivision.

**RECEIPT:** I hereby acknowledge that I have received Intrastate Exemption Statement listing all liens, reservations, taxes, assessments, restrictions and estimates of utility costs applicable to all sections and lots at RAINTREE PLANTATION from RAINTREE PLANTATION, INC. I have made a personal, on the lot inspection. Lot \_\_\_\_\_ Section \_\_\_\_\_ which is the Lot I am interested in buying.

I further acknowledge receiving a copy of the Amended Covenants and Restrictions covering all lots in RAINTREE PLANTATION Subdivisions, and this document on the \_\_\_\_\_ day of \_\_\_\_\_, 199<sup>3</sup>

FILED<sup>3</sup>

JAN 22 2007

RAINTREE PLANTATION, INC.  
Missouri Public  
Service Commission

Staff Exhibit No. 12  
Date 12-20-07 Case No. 50-2007-0021  
Reporter DF 12

Signature

# AMENDED COVENANTS AND RESTRICTIONS

## COVERING LOTS IN

### RAINTREE PLANTATION SUBDIVISION

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, SEC. NO. One through Nineteen 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. RAINTREE PLANTATIONS, INC. is sometimes hereinafter referred to as Grantor.

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

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 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. Family shall be defined as mother, father and all children living at home under the age of 21 (twenty-one) years.

1b. No signs of any nature, business or otherwise, except the identifying name of the home or owner may be displayed.

1c. Said premises shall not be used for camping or any unlawful purpose, or for any purpose that would injure the reputation of the neighborhood. 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 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 neglect lot shall be charged with 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. 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 two (2) of any kind of pets will be permitted.

1e. RAINTREE SUBDIVISION is hereby declared to be a bird sanctuary. Therefore hunting, and the discharge of firearms, shall not be allowed within the limits of these subdivisions, and are hereby specifically prohibited.

#### 2. RESTRICTIONS RELATING TO BUILDING AND CONSTRUCTION.

2a. The Architectural Control Committee shall be established and controlled by the Raintree Plantation Property Owners' Association or its successors and assigns; plans and specifications must be approved by the Architectural Control Committee before building operations are started. 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.

2b. 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 and 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. The Architectural Control Committee, or its successors 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.

2d. All residential buildings must have a minimum floor of ~~1200~~ <sup>1300</sup> square feet of living area on the main floor, excluding porches, garages and basements, unless otherwise approved by the Architectural Control Committee.

2e. All driveway culverts 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. A fence not over forty-two inches high and composed of either wire with at least two-inch mesh, or pickets not more than three inches wide and at least three inches apart, may be placed on the rear of any lot as long as it does not interfere with any other lot owners scenic views. Any fence or other obstruction to be erected in the front of the building line of any lot shall have prior approval of the Architectural Control Committee.

2g. Every residence shall front toward the front end of the lot; the main body thereof shall be not closer than twenty-five feet from the front end of the lot nor shall any building be nearer than ten feet from the side lines of said lot.

If one individual owns more than one adjoining lot he may elect to consider all of his property as one lot under this paragraph.

2h. No outbuildings shall be on said lot. Garages shall be attached to or built in as part of the residence.

2l. No Residence shall be wholly or partly covered with tar paper or canvas, and no tent house or shack shall be on said lot. No unpainted wooden houses shall be on said lot unless of log or imitation log construction. No auto trailer, movable house or manufactured housing (as defined by the Jefferson County Zoning Code) shall be allowed. Trailers of any kind shall not be stored in such a way as to create a nuisance, hazard or eyesore.

2j. No storage tanks shall be above the ground on said lot.

2k. 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 with uncontaminated water shall not discharge into the sanitary sewage treatment systems.

2l. 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.

2m. 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.

### 3. RIGHTS AND POWERS.

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 lakes, 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 guests. 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.

3b. Title to parkways, walkways, roadways, dams and all other commonly used property shall be and remain in the Grantor, subject to the easement and appurtenances in the owners of the lots in said subdivision and the amenities owned by an independent corporation.

3c. RAINTREE PLANTATION, INC. reserves unto itself the right to grant or assign to any individual, corporation or organization all or any part of its rights as Grantor, shall mean RAINTREE SUBDIVISION.

3d. The term Grantor, shall mean RAINTREE PLANTATION, INC. or any corporation, organization or individual that RAINTREE PLANTATION, INC. conveys and grants all or any its powers as Grantor. Any such conveyance or transfer of Grantor's successors and assigns.

3e. 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 other devices to control or drain storm watches.

3f. The Property Owners Association or Grantor on July 1, 1993 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, parks 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 the 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 \$150 per year per platted lot in Sections One through Section 25 (\$225.00 per year per lot for residents) and \$237.50 per year per platted lot (\$340.00 per year per lot for residents) in Raintree Forest, condominium owners shall pay \$100.00 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. 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.

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

4a. These restrictions including assessments may be amended, removed, abrogated or modified in any way by the Grantor 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 Grantor, or its assigns, and filed for record in the Recorder's Office of Jefferson County, Missouri.

4b. All of the owners of a fee interest in a lot in these subdivisions (including Grantor), or in any other subdivisions or condominium development created in the vicinity thereof or adjacent thereto by the Grantor herein, or its assigns, shall upon becoming a record owner of such a fee interest become a member of the Property Owners' Association and have a vote of 1 vote per lot owned, to be cast in all matters requiring a vote. 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 1 vote may be cast for said lot. After one year, of the date of these amended restrictions, the Grantor in casting votes on lots then owned by the various other property owners. For example, if Grantor owns 500 lots and has conveyed 300 lots, Grantor shall at that time have only 299 votes. In the Grantor's opinion this will give it, or its assigns, time to insure the maintenance and improvement of any common properties, and to coach the lot owners, or any Property Owners' Association that may be formed in the management of the development. It is clearly understood that any water and sewer system or Golf course of 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 All lot owners have a non-transferable right to, and shall 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 revealable by a 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 to pay said dues, all lots owned by that 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. These restrictions are enforceable by Grantor or its assigns or by any other lot owners or Lessee's in the subdivision.

#### 5. RESTRICTIONS RELATING TO TRASH COLLECTION.

5a.. To promote the general welfare at Raintree, reduce road damage and solid waste expense, the several owners desire to impose a requirement for universal solid waste collection and to authorize the Board of Directors to contract with one or more contractors for collection of single family residential solid waste.

5b. Solid waste is unwanted or discarded waste materials in a solid or semisolid state, including but not limited to garbage, ashes, street refuse, rubbish and the like.

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, balls 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.

5d. 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 collectors, employed by Raintree or a 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 this restriction. Solid waste collectors shall not enter dwelling units or other residential buildings for the purpose of collecting residential solid waste.

5f. 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. The Raintree Property Owners Association shall have the right to bill every homeowner on quarterly basis for solid waste removal. In the event that anyone fails to make payments on their bill for more than one quarter, 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.

Footnote 1 - applies to the New Sections only (sections 20-25).

Rev. 3-16-93