

RAINTREE LAKE BOAT SLIP POLICY

This policy was passed by the Raintree Lake Board of Directors on October 8, 1996.

This policy revised and approved by the Raintree Lake Board of Directors on November 9, 2004; October 11, 2005; February 4, 2006; November 14, 2006; December 12, 2006; and September 11, 2007

A. Purpose and Intent

This policy shall establish guidelines for the placement of boat slips, for their maintenance and for the administration of boat slips, in order to preserve the aesthetic quality of Raintree Lake while encouraging the use of pleasure craft on the lake.

B. Location of Boat Slips

No boat slip(s) or docks of any kind are allowed on Raintree Lake, lots, or common area, or otherwise within the confines of the legal description of the Raintree Lake Community without the prior approval of the RLPOA Board of Directors. The location of each slip shall be at the discretion of the RLPOA Board of Directors. Violations will result in a fine of up to \$1,000.00 per slip plus all expenses related to remedy the violation. *Approved October 11, 2005*

C. Boat Slip Leasing

The issuance of the boat slip leases shall be the responsibility of the RLPOA. RLPOA retains the right to terminate a boat slip lease for violation of this policy, failure to pay annual assessments as due, or loss of membership status of the lease by virtue of sale of property and movement from the area as called for under the Covenants and Bylaws of the Association. Construction fees are not refundable upon termination of any lease. Upon termination of lease by the Association, the individual will have the right to place their name to the bottom of the official Boat Slip Waiting List provided their membership status becomes active. *Amended February 7, 2006, and December 12, 2006*

The sale or assignment of a primary long-term or short-term lease upon sale of residential property shall be limited in any future lease entered by the Association to provide that it may only take place with written consent of the Association which shall not be unreasonably withheld and that the right to transfer said slip with the residential property shall only be permitted for the property owners that are lease holders as of October 8, 1996. Subsequent transfers of a lease or boat slip by subsequent owners or assignees of the lease shall not be permitted.

Subletting of boat slip leases shall be permitted provided all conditions of membership are met and official forms are completed in the RLPOA office by lessee and sub-lessee. Rate shall be limited to the amount set by the Board of Directors each year.

The number of boat slip leases (long and/or short term) shall be limited to one (1) per lot ownership of members as recorded on the official assessment account of the RLPOA. This provision shall exclude multiple lot ownership held for development of single family, multi-family and/or commercial development, sale and/or rental. Members with current multiple leases shall keep those leases until they do not renew or they sell their property at which time only one (1) slip lease may be transferred with the house or lot. All other slips will go to the RLPOA for the Boat Slip Waiting List.

D. Official Boat Slip Waiting List and Assignment

The official Boat Slip Waiting List shall be maintained at the RLPOA office. Lot owners who desire to lease a boat slip shall sign up in person on the official Boat Slip Waiting List by coming into the RLPOA office to sign a Boat Waiting List entry form of which the lot owner will receive a copy.

The General Manager or official designee shall maintain and organize the official Boat Slip Waiting List so lot owners' priority can be readily determined. The list shall be made available for inspection by lot owners during regular business hours. The Lake Committee Chairperson(s) shall also have a copy of the official Boat Slip Waiting List.

The official Boat Slip Waiting List shall contain names of lot owners who do not currently lease a slip as well as lot owners who currently have a lease and wish to relocate.

Priority of lot owners on the official Boat Slip Waiting List shall be established as first in time signing up provided lot ownership has been uninterrupted from time of first signing up, lot owner has not turned down any official offer for a slip and all current dues and assessments are paid.

In the event a resident on the wait list becomes delinquent on dues and/or assessments, or has outstanding fines remaining unpaid, that resident's name shall be removed from the Boat Slip Wait List. Once all such obligations have been satisfied, that resident may reapply for admission to the Boat Slip Wait List. Notwithstanding other contingencies discovered upon application, the resident's name would be added to the bottom of the Boat Slip Wait List. *Amended September 11, 2007*

When a boat slip becomes available, the RLPOA office shall make reasonable attempts to inform the lot owner with the highest priority as follows:

1. If three (3) working days pass and the lot owner cannot be reached by telephone, at their business or home number, a registered letter will be mailed to their home address, as listed in the Association files, stating they have ten (10) days in which to respond to the RLPOA office with regard to acceptance or refusal of the boat slip assignment.
2. If the lot owner refuses a slip opportunity, the name shall be removed from its current priority and, if requested, added to the bottom of the official Boat Slip Waiting List. In the event of a request for a specific dock, notation will be made on list for information of availability by dock opening requested.
3. If lot owner fails to respond, then their name will be removed from the official Boat Slip Waiting List. A lot owner removed from the list may thereafter sign up on the official Boat Slip Waiting List and priority will be determined by the subsequent sign-up date.

E. Slip Renewal

Current boat slip lessees shall have first right of renewal of their current boat slip.

Leases expire on March 15th of next calendar year. Lessees shall be notified on or before January 15 of lease expiration date. Lessee shall have until March 15 to renew lease. Full payment of lease cost is required upon signing of new lease.

Failure to make timely payment of annual assessment, lease or other fines or liens imposed by the Association shall be cause for forfeiture of the lease.

F. Maintenance and Modifications

Boat slips and docks shall be maintained in good condition by the RLPOA maintenance personnel and/or other persons authorized by the Lake Committee with approval of the RLPOA Board of Directors.

No modifications to docks and/or boat slips is permitted without approval of the Lake Committee and filed with the RLPOA office. Unapproved Lessee modifications shall be removed at an hourly rate of \$25.00 for removal.

Boat lifts shall be specifically permitted upon execution of an appropriate addendum to lease of boat slip. The lessee may install the boat lift if the boat lift type and structure has been approved by the RLPOA Lake Committee. The RLPOA Lake Committee will not approve pontoons on boat lifts. Lessee shall be responsible for maintenance and insurance of said lift and shall be responsible for the cost of removal of the lift, in a timely manner, as defined by the RLPOA Board of Directors, not to exceed ten (10) days. In the event of repairs to be effected by the lessor at the end of the lease or upon forfeiture of membership rights, the Lessee assumes all fiscal responsibility. RLPOA will pay the cost of electricity for the docks. RLPOA will also pay the cost of maintenance for the power circuits, dock lighting and outlets installed by the Association. A junction box will provide a convenient access point for Lessees' circuit connections. New circuits to individual slips must be approved by RLPOA in advance. The cost of maintenance for the existing or new circuits installed by the Lessee or group of Lessees will be the responsibility of the Lessee(s). Defective circuits will be disconnected and removed at the Lessee's expense. All electrical installation or maintenance shall be performed by a certified electrician and be approved by the City of Lee's Summit and RLPOA. *Amended November 14, 2006*

Lessee shall hold RLPOA harmless for Lessee's act or omissions or those of Lessee's acts or agents which might result in property damage or injury to others. Further, RLPOA shall not be responsible for any damage to the lift, docks or other boats caused by installation or operation of the aforesaid boat lift.

Any watercraft or lift may be removed by RLPOA if any violation of the Boat Slip Policy occurs without recourse or permission of Lessee and lease becomes null and void

G. Administration

The Lake Committee shall, from time to time, make recommendations to the Board of Directors for renewal fees and Boat Slip Policy.

The Office Manager or official designee shall be responsible for:

1. Maintaining files for original boat slip leases, renewals and sub-leases.
2. Collection of slip fees.
3. Recording the location and lease status of each boat slip.
4. Recording the registration number and lot owner information of each leased slip.
5. Checking compliance with Boat Slip Policy with the aid of the Lake Committee.

H. Use and Design

1. Boat slips shall be occupied only by boats/watercraft properly registered by the RLPOA Office.
2. Boats/watercraft must be properly secured to the boat slip when docked or stored.
3. For safety reasons, all accessories and equipment shall be stored in boat or on the shore not on the dock.
4. All docks on Raintree Lake shall be of the design approved by the Lake Committee and authorized by the RLPOA Board of Directors.
5. All slips shall be numbered and docks designated by alphabetical lettering.
6. RLPOA Board of Directors shall keep jurisdiction over the location and construction of the docks and may approve modification of same following recommendation by the Lake Committee and notice to the membership.