

IN THE ELEVENTH JUDICIAL CIRCUIT, STATE OF MISSOURI
ST. CHARLES COUNTY, MISSOURI
CIRCUIT JUDGE DIVISION

FILED

Michael E Reuter, Circuit Clerk
23RD Judicial
Wednesday, April 29, 2020

RAINTREE PLANTATION,
PROPERTY OWNERS
ASSOCIATION, INC.

Plaintiff(s),

vs.

DAVID TUCKER, et al.,

Defendants,

vs.

DOTTIE SCHWANTNER,

Intervenor.

Cause No.: 15JE-CC00809
Special Judge Michael J. Fagras
Div. 4, St. Charles Co. Circuit Court
11th Judicial Circuit
State of Missouri

ORDER AND JUDGMENT

Now before this Court is proposed intervenor, Susan Rauls (hereinafter "Rauls"),
Motion for Intervention as a Matter of Right in the above cause of action.

PROCEDURAL HISTORY

The Raintree Subdivision was developed in 1979 by Raintree Plantation, Inc. Originally there were sections 1-19 comprising 2265 lots. Included in the plans were future construction of lakes, a country club, a golf course, clubhouse, a restaurant, swimming pool, and tennis courts. The developers of Raintree included in their "Covenants and Restrictions" Paragraph 4(c), which required all lot owners to pay annual dues to the Country Club, and the amount of dues were set by the Club owner. The "Raintree Covenants and Restrictions, as recorded in Book 644, Pg. 823-831 of the Jefferson County Recorder of Deeds. Specifically Paragraph 4(c) states on Page 830-31 of the Raintree "Covenants and Restrictions recorded in Book 644:

“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....Annual dues as established solely by such Club or Golf Course...”

It is apparent to this Court that Paragraph C mandates that *All lot owners shall* (emphasis added) be deemed as members of the Club and that the annual dues *are established solely by the Club* (emphasis added). Paragraph 4(c) and the Covenants and Restriction were recorded on November 1, 1979 prior to the construction of the club house, golf course, restaurant and other amenities but foreseen as future requirements and responsibilities, as well as benefits, of *All lot owners* (emphasis added). See *Jefferson County Recorder of Deeds, Book 644 Raintree Covenants and Restrictions*, Paragraph 4(c) pg. 830-31 (November 1, 1979).

Thereafter, in or around the mid-1980's, the additional plats were added to the subdivision, namely plats 20-25 and Raintree Forest. Lot owners of plat 1-19 had, by this time, established a Property Owners Association (hereinafter “POA”) which collected dues and maintained the common grounds.

In 1987 the developer filed an Amendment to the November 1, 1979 Covenants and Restrictions which were recorded as Book 372, Page 1664 of the Jefferson County Recorder of Deeds. The 1987 Amendment included the original Paragraph 4(c) of the 1979 Covenants and Restrictions with the exception that it required dues of \$120 per lot and any unpaid dues would place a lien on the lot. See *Jefferson County Recorder of Deeds, Book 372 Raintree Covenants and Restrictions*, Paragraph 4(c) pg. 1664, (July 30, 1987).

Litigation began in 2008 with a class action in which that Court affirmed that all lot owners of plat s 20-25 were Country Club members and required to pay dues pursuant to Paragraph 4(c). It is noted that the 1987 Amendment, which incorporated the original

1979 Paragraph 4(c), still stated "All Lot Owners..." *See Kramer Judgment*, 08JE-CC01575).

Further litigation followed in 2013 wherein that Court determines that plats 1-19 lot owners, as well as Raintree Forrest lot owners, were allowed to delete Paragraph 4(c) of the Covenants and Restrictions thus exempting them from paying dues to the Country Club. *See Williams Judgment*, 13JE-CC00841). This, in effect, left lot owners of plats 20-25 as the only residents required to pay the Country Club dues. Judge Williams found that the Kramer decision determined that Paragraph 4(c) was adopted in response to a specific Contract between the POA and the developer *when Sections 20-25 were added to the Subdivision*. (emphasis added). This Court is unable to reconcile Judge Williams's decision as it fails to recognize that Paragraph 4(c) was incorporated in the original 1979 Covenants and Restrictions and adopted in the 1987 Amendment as noted above. This Court believes that the 1987 Amendment, in adopting Paragraph 4(c), was for the purpose of lien enforcement and no bearing on the issue of the obligation to pay dues.

Thereinafter the Club, in 2015, sought to resolve the conflict between the Kramer and Williams decisions by initiating a petition to require a Subdivision vote to increase the current assessment and require Paragraph 4(c) dues at \$240 for every lot in the Raintree Plantation Subdivision. After obtaining signatures of 250 lot owners the Club petitioned the POA to present the petition to a vote. The POA refused to place both initiatives on a ballot wherein the Club filed suit.

The POA filed a preliminary injunction to prevent this vote and said preliminary injunction was denied by Judge Lisa Page. A vote was held but ultimately failed due to the fact that 75% of the vote belonged to Sections 1-19. Lot owners in Sections 1-19 were unwilling to shoulder the responsibility of paying dues pursuant to Paragraph 4(c).

On May 26, 2017, Bryan Pyle, a resident of Section 20-25, filed a Motion to Intervene in the litigation. The substance of Mr. Pyle's petition was a request by the Court to declare all lot owners of Raintree Plantation responsible for payment of the Paragraph 4(c) dues to include Sections 1-19, 20-25 and Raintree Forest.

After substantial pecuniary investment by the parties to this action, to include lengthy discussions, mediation and the involvement of this Court, a settlement was to be presented to this Court for preliminary approval. However, prior to the presentation of the settlement to this Court Rauls filed her Motion to Intervene on March 6, 2020.

ARGUMENT

Missouri Supreme Court Rule 52.12(a) governs intervention as a matter of right.

“Upon timely application anyone shall be permitted to intervene in an action; (1) when a statute of this state confers an unconditional right to intervene or (2) when the applicant claims an interest relating to the property or transaction that is the subject of the action and the applicant is so situated that the disposition of the action may as a practical matter impair or impede the applicants ability to protect that interest, unless the applicants interest is adequately represented by existing parties.” *See Missouri Supreme Court Rule 52.12(a)*.

Rule 52.12(a)(2) is the applicable section which applies to Rauls' request to intervene. “Application for intervention as a matter of right must be timely, and particularly and application for intervention subsequent to trial, judgment or decree is not timely unless substantial justice mandates otherwise. *Model Housing and Development Corp. v. Collector of Revenue* 583 S.W.2d 574 (App.1979).

“The judgment of the trial court denying a motion to intervene will be reversed if it is not supported by substantial evidence, is against the weight of the evidence, or erroneously declares or applies the law. *Ring v. Metropolitan St. Louis Sewer District*, 41 D.W.3d 487 at 491. “...to intervene as a matter of right, the burden is on the movant to prove all the following requirements are met: (1) the applicant must have an interest in the subject matter; (2) a disposition of the action may impede the ability of the applicant

to protect that interest; and (3) the applicant's interests are not adequately represented by the existing parties.” *Id.* “The trial court may deny the motion to intervene if one of the requirements is not met.” *Ring*, 41 S.W.3d at 491-92.

A. UPON TIMELY APPLICATION This Court looks first to whether Raul’s application to intervene was made in a timely fashion. To determine whether a Motion to Intervene is timely we look to those factors considered by the court in *Strohm v. Board of Zoning Adjustment of Kansas City*, 869 S.W.2d 302, (Mo.App. WD 1994). Those factors the court in *Strohm* addressed for timeliness where:

- “1) the length of time the applicant knew or should know [her] interest before making the motion;
- 2) prejudice to existing parties resulting from the applicants delay;
- 3) prejudice to the applicant if the motion is denied;
- 4) the presence of unusual circumstances militating for or against a finding of timeliness.” *Strohm* at 304.

This action was originally filed as an amended petition on April 17, 2018. The petition was then certified as a class on January 29, 2020. The class was defined as “...all property owners of record in the Raintree Subdivision in Jefferson County, Missouri plats 1-25 and Raintree Forest.” Rauls was no stranger to this action as she is a long time resident of Raintree Plantation having resided there since 1981. Additionally her husband, Sam Rauls was a member of the POA Board having served as its president for several years. In fact, Sam Rauls signed and filed an affidavit in the 2013 litigation relating to the purported amendments to Paragraph 4(c). *See Affidavit of Samuel J. Rauls*, attached hereto. Therefore, this Court finds it disingenuous for proposed intervenor Rauls to assert or rely on Rule 52.12(a) “Upon timely application...” as an argument that her motion to intervene was timely, as required by Rule 52.12(a) in light of the fact that

she was apprised of the prior filing of the 2017 petition and certification of the class on January 29, 2020.

Upon further examination it is revealed that proposed intervenor Rauls, in her petition attached to the motion to intervene, requests a prayer of relief that mirrors identically the relief sought by the 2017 intervenors. Rauls' petition, in fact, mirrors the petition filed by the intervenors in the 2017 petition. This Court is led to believe that Rauls knowledge of the litigation, the actions of the POA regarding Paragraph 4(c) prior to the litigation, and requesting identical relief sought by the intervenors in the 2017 litigation is indicia of her failure to file timely, as required by Rule 52.12(a). "In general, timeliness stands for the principal that delay by a litigant should not be allowed to unfairly inconvenience or disadvantage another." *Strohm* at 304. "In general, it may be said the concept [timeliness] comprehends the principle that delay by a litigant should not be allowed to cause inconvenience or disadvantage to another. Such a test raises the question of possible prejudicial effect on the other." *State of Missouri ex rel Transit Casualty Company v. Holt*, 411 S.W.2d 249, 253 (Mo.App. 1967).

This Court also looks to other ways in which Rauls did know and/or should have known of the litigation as follows:

- 1) Raintree POA Website (www.raintreepoa.net) which is a website containing Board minutes of 2018, 2019, 2020 which discussed the lawsuit and is attached hereto;
- 2) 2019 Annual and Spring 2019 Raintree Forrest Newsletters both discussing the pending litigation and attached hereto;
- 3) Next Door App, utilized by Raintree residents as a social media website containing information concerning the litigation and attached hereto.
- 4) Raintree Facebook Page, the Raintree subdivision facebook page wherein the litigation is widely discussed and attached hereto.

B. PREJUDICE TO EXISTING PARTIES

Following the *Strohm* courts holding we now look to whether allowing the proposed intervenor, Rauls, to join the litigation would prejudice the existing parties.

The instant case has been pending for 4 years now preceding Rauls' motion to intervene. The enormous expense and time spent litigating this case, to include all motions and court appearances along with settlement negotiations and mediation is, in this Court's eyes, prejudicial to the work, effort, time and expense of the parties to this point. Actually, Rauls' motion was filed at a time when the parties to the existing suit were attempting to present their settlement proposal to this Court. Therefore, this Court finds that allowing Rauls' proposed intervention would be prejudicial to the current litigants in light of all the evidence mentioned heretofore.

C. PREJUDICE TO THE APPLICANT IF THE MOTION IS DENIED.

The Court now looks to ascertain if, in denying Rauls' Motion to Intervene she will sustain prejudice. Rauls' claims, in her proposed petition and motion to intervene, are essentially identical and/or substantially similar to those of intervenor, Bryan Pyle, who was succeeded by current intervenor, Dottie Schwantner. Rauls' substance of her petition requests that this Court declare the same relief as the existing intervenor, Schwantner, requests. Therefore, for the reasons stated above, this Court finds that there is no prejudice attached to Rauls in denying her proposed motion to intervene.

D. PRESENCE OF UNUSUAL CIRCUMSTANCE

Because Rauls, in her petition and motion to intervene, did not plead any presence of unusual circumstances which could have been considered by this Court. Therefore, Rauls' failed to communicate a presence of unusual circumstances as support of her motion to intervene.

Wherefore, this Court finds that proposed intervenor, Rauls, has failed to meet the requirements for a timely intervention pursuant to Rule 52.12(a) and (a)(2) in that

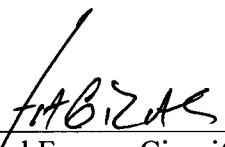
- a) That the filing of her proposed motion to intervene was not timely made;
- b) That allowing Rauls to intervene would be prejudicial to the present litigants

- c) That Rauls interests were supported by the original intervenors and she was not prejudiced;
- d) That Rauls petition and proposed motion to intervene failed to represent the presence of any unusual circumstances.


Therefore, proposed intervenor, Susan Rauls Motion to Intervene as a Matter of Right is **DENIED.**

SO ORDERED:

ENTER:



Michael Fagras, Circuit Judge
Division 4
St. Charles County, Missouri
Copy sent to each counsel of record by the Electronic Notification System



04-24-2020

IN THE CIRCUIT COURT OF JEFFERSON COUNTY
STATE OF MISSOURI

JEFFERSON COUNTY RAINTREE
COUNTRY CLUB, LLC AND DKAAT
PROPERTIES, LLC,)

Plaintiffs/Counter-Defendants,)

vs.)

RAINTREE PLANTATION PROPERTY
OWNERS ASSOCIATION, INC.)

Defendant/Counter-Plaintiff.)

Cause No. 13JE-CC00841

Division 2

AFFIDAVIT OF SAMUEL J. RAULS

BEFORE ME, the undersigned, on this day, personally appeared Samuel J. Rauls, who is known to me and who, after being duly sworn upon her oath, deposed and stated:

1. I, Samuel J. Rauls, am over the age of eighteen (18), am of sound mind, and hereby make this affidavit based upon my personal knowledge, information and belief.
2. I am currently a homeowner and member of Raintree Plantation Property Owners Association, Inc. ("Raintree POA"). I have been a lot owner and member of Raintree POA since 1981. My lots are located in Section 2 of the Raintree Plantation Subdivision.
3. I was one of the original nine Board of Directors for Raintree POA. I have been a past president of the Raintree POA as well.
4. I attended the special meeting called by the Raintree POA on July 15, 1987.
5. I participated in voting for changes to the covenants and restrictions in 1987.
6. The changes to the covenants and restrictions that were approved by the members of the Raintree POA during the special meeting on July 15, 1987 were recorded in Book 375 Page 553 of the Jefferson County Recorder's Office.

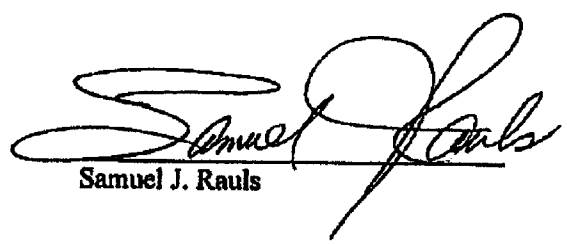
7. The document recorded as Book 372 Page 1064 and its modifications to the covenants and restrictions that relate to Raintree Plantation Subdivision were not on the 1987 ballot. This includes the deletions and additions to Section 4c of the covenants and restrictions.

8. Neither I nor the property owners of Raintree POA approved the additions to the covenants and restrictions that were recorded as Book 372 Page 1064 at the 1987 special meeting.

9. Neither I nor the property owners of Raintree POA voted on or approved the amendments to Section 4c of the covenants and restrictions to remove the deleted language below (indicated by a strikethrough) and add the new language (indicated by an underline):

All lot owners have a non-transferrable 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 ~~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, ~~unless the lot owner objects,~~ be collected by the grantor and turned over to the Club or Course. ~~If any lot owner fails or refuses to pay said dues for any two (2) consecutive years, or fails to promptly pay any user fees and charges, all lots owned by that individual will lose all rights to be a member.~~ 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.

FURTHER, AFFIANT SAYETH NOT.


Samuel J. Rauls

STATE OF MISSOURI)
) SS
COUNTY OF JEFFERSON)

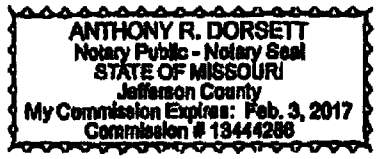
On this 29 day of August, in the year 2014, before the undersigned, a Notary Public in and for said state, personally appeared Samuel J. Rauls, known to me to be the person who executed the foregoing Affidavit, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of Jefferson, State of Missouri, the day and year first above written.


Notary Public

Printed Name: Anthony R. Dorsett

My commission expires:





RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.
Board of Directors Meeting Minutes
March 19, 2018

Opening – Vice President Denny Schwantner called the Board meeting to order at 7:00 p.m. with the Pledge of Allegiance and announced a Quorum.

Present Board Members – Denny Schwantner, Jerry Radake, John Drouant, Melissa Rebmann, Lori Bundstein, Dennis Stein, Dave Wooldridge, and Deb Enderson.

Board Members Absent – Jim McClung

Approval of Agenda – Deb made a Motion to approve the agenda, seconded by John, motion carried unanimously.

Approval of Minutes – John made a Motion to accept the open minutes of the January 15, 2018 meeting, seconded by Dave, Motion passed unanimously.

Treasurer's Report & Monthly Check Report – Checks written in February totalled \$21,653.89 including \$1,455.67 for the electric bill. Jerry reported on the Balance Sheet and the Profit & Loss Statement calling out the total net assets as of February 28th were \$1,315,253.49 calculated on an accrual basis. The net monthly profit was (\$3,154.69.)

Correspondence Report – Deb reported correspondence received and sent including violation and collection letters as well as several other legal items. Also a thank you was received for the work of the Maintenance crew.

Standing Committee Reports

- Administration/Legal: Denny reported that staff has been very busy with 2018 boat, jet ski and golf cart stickers, legal work with our new and previous attorneys, dealing with gate damage and applying finance charges. Regarding the Declaratory Judgement, the Case Management was postponed again by the judge to April 3.
- Architectural Control – Melissa reported that the ACC is seeking volunteers to be building inspectors. The Architectural Control Committee meets at 6:30 on the first and third Wednesdays of each month.
- Communications – Deb reported continuing to post updates on Facebook and in the HOA Gazette to keep the community informed. She also is waiting for decisions on security to finalize the first newsletter of the year. Heads up to the Board that their Committee articles will soon be requested.
- Finance – Jerry advised that he needs each Committee's proposed budget for the next fiscal year before the April meeting as well as a letter describing any special projects requested by the Chair. He projected that we will have the funds to pay bills the rest of the year as a result of the savings Dennis achieved with the Rip Rap project. He stated that an assessment increase will be requested to make up for the loss of the EPA funds we have gotten over the life of the remediation project, as that is close to complete.
- Lakes and Beach – Dennis reported that we have contracted with Aqui-Service Consultants for 2018 weed control to start in April. Also, several additional volunteers are needed for Lake Patrol over this 33-week season. As previously reported, fish stocking is also planned for all lakes. The Winter Lake spillway safety fence is within days of completion. Maintenance will be completed on the Lake Patrol boat in the coming weeks. Also, approximately 10 dump trucks of sand will be delivered to the Autumn Lake beach.
- Maintenance – Denny reported that the Maintenance crew has been busy preparing for forecasted snow events, installing return air in the POA meeting room, working with the fencing company on the spillway, and cleaning up roads, tree removal, and vehicle maintenance.
- Roads – Denny reported that he has requested bid packages for 2018 roadwork from 8 prospective companies. If West Paving agrees to honor last year's bid, the balance of planned 2017 work will be done. He also is...

- to work with the EPA on other repairs. There are five locations needing immediate repair and funds are available.
- **Rules** – Lori distributed revised Rules booklets for review by the Board. She noted that four new violations were received year to date. Lori made a **Motion**, seconded by Melissa, that the property owner building the treehouse (which had been allowed to continue to be built at the March meeting) be put on a timeline requiring completion



RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.
 Board of Directors Meeting Minutes
 April 16, 2018

Opening – President Jim McClung called the Board meeting to order at 7:00 p.m. with the Pledge of Allegiance and announced a Quorum.

Present Board Members – Jim McClung, Denny Schwantner, Jerry Radake, John Drouant, Melissa Rebmann, Lori Bundstein, Dennis Stein, Dave Wooldridge, and Deb Enderson.

Board Members Absent – n/a

Approval of Agenda – Denny made a **Motion** to approve the agenda, seconded by John, **motion carried unanimously.**

Approval of Minutes – Melissa made a **Motion** to accept the open minutes of the March 19, 2018 meeting, seconded by Dave, **Motion passed unanimously.** (Jim abstained due to absence at that meeting.)

Approval of Closed Minutes – Denny made a **Motion** to accept the closed minutes of the March 19, 2018 meeting, seconded by John, **Motion passed unanimously.** (Jim abstained due to absence at that meeting.)

Treasurer's Report & Monthly Check Report – Checks written in March totalled \$23,077.16. Jerry reported on the Balance Sheet and the Profit & Loss Statement calling out that the funds coming from the EPA toward road repairs are nearing an end, when we will have to make choices about what funds will be applied to roads. The net monthly profit was (\$6,824.25.) Total assets (accrual basis) as of March 31 were \$1,307,344.17 including buildings, equipment, furniture, land improvements, roads and signs, vehicles, cash, etc.. Jim made a **Motion** to approve the financial reports, seconded by Lori, **motion carried unanimously.**

Correspondence Report – Deb reported correspondence received including several legal items. Also a thank you was received for the POA employees and committees.

Standing Committee Reports

- **Administration/Legal:** Jim reported that staff has been very busy with 2018 boat, jet ski and golf cart stickers, legal work with our new and previous attorneys, preparatory work for the Annual Meeting, application of finance charges to delinquent accounts, multiple hours spent on a property owner legal matter, and implementing a new filing system. The Declaratory Judgement was not discussed due to a pending hearing.
- **Architectural Control** – Melissa reported that the ACC has secured two new volunteers to be building inspectors. The Architectural Control Committee meets at 6:30 on the first and third Wednesdays of each month. A deck was approved, and plans for a fence will be resubmitted.
- **Communications** – Deb reported continuing to post updates on Facebook and in the HOA Gazette to keep the community informed. She also is finalizing a Security Newsletter to be sent to all property owners as well as initiating the May newsletter. Board members agreed with the decision to separate the Security Newsletter from the normal annual communication.
- **Finance** – Jerry reported that the Line of Credit discussed previously has not yet been requested, because the Synchrony interest rates were too high.
- **Lakes and Beach** – Dennis reported that Aqui-Service Consultants is watching for warm enough weather for 2018 weed control to start in April. Additional volunteers are still needed for Lake Patrol over this 33-week season. Fish stocking for this season is completed. The Winter Lake spillway safety fence is completed.

Maintenance will be completed on the Lake Patrol boat in the coming weeks. Also, approximately 10 dump trucks of sand will be delivered to the Autumn Lake beach in late April or early May.

- **Maintenance** - Jim reported that the Maintenance crew has been busy removing dangerous trees and clearing limbs from ditches, installing new chain link fence at the smaller lakes' spillway, installing gabion baskets to protect culverts, lining a creek bank behind the maintenance area with large rock, preparing buoys and anchors for



RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Board of Directors Meeting Minutes

May 21, 2018

Opening - President Jim McClung called the Board meeting to order at 7:00 pm with the Pledge of Allegiance and announced a Quorum.

Present Board Members - Jim McClung, Denny Schwantner, John Drouant, Melissa Rebmann, Lori Bundstein, Dennis Stein, Dave Wooldridge, and Deb Enderson.

Board Members Absent - Jerry Radake

Approval of Agenda - Dave made a Motion to approve the agenda, seconded by Denny, motion carried unanimously.

Approval of Minutes - Jim made a Motion to accept the open minutes of the March 19, 2018 meeting, seconded by Melissa, Motion passed unanimously.

Treasurer's Report & Monthly Check Report - Denny reported checks written in March totalled \$62,193.54. That included \$21,554.92 for auto and workers' comp insurance as the largest expense. It also included the \$9,189.60 for the limb chipper approved in the April meeting. Deb made a Motion to approve the financial reports, seconded by Jim, motion carried unanimously.

Correspondence Report - Deb reported correspondence received and sent including several legal items.

Standing Committee Reports

- **Administration/Legal:** Jim reported that staff has been very busy with 2018 boat, jet ski and golf cart stickers, preparatory work for the Annual Meeting, application of finance charges to delinquent accounts, and working with security, gates, police officers. (Denny read a history of the issues with Covenant Section 4c, historical litigations addressing it, and the current status of the Declaratory Judgement requesting clarification of previous judgements.)
- **Architectural Control** - Melissa reminded property owners that permits are required for any kind of construction on Raintree property.
- **Communications** - Deb reported continuing to post updates on Facebook and in the HOA Gazette to keep the community informed. She noted that the POA Facebook page is the official social site for sharing POA information, making announcements, and answering questions. Any Board member contributions to other social network sites do not represent the Board. In addition, the spring POA newsletter was passed out to committee chairs for their final review before mailing.
- **Finance** - Jim reviewed the Balance Sheet showing total assets of \$1,265,205.06 including buildings, equipment, furniture, land improvements, roads and signs, vehicles, cash, etc. He confirmed that efforts to collect delinquent assessments, etc. continue.
- **Lakes and Beach** - Dennis reported that Aqui-Service Consultants applied the first lake treatment approximately 3 weeks ago and would apply the second treatment this week, weather permitting. Special attention will be given to algae on all lakes. More volunteers are still needed for the Lake Patrol. The organizational meeting will be held tomorrow night. The Lake Patrol boat is ready and on the lake after \$860 of maintenance and repair work. Approximately 10 dump trucks of sand were delivered to the Autumn Lake beach. In previous years free sand was provided by a property owner. but this year the cost was \$1,400 plus approximately \$680 for rental of a skid

loader for 2 days.

- **Maintenance** – Jim reported that the Maintenance crew installed an electric security lock at the Visitor Center and installed a new entry door to the staff area. They have made multiple repairs to gates, performed 6-month preventative maintenance checks on the trucks, made multiple repairs to mowers, removed tree limbs, cleared debris from ditches and culverts, refurbished buoys and hardware. Six street signs have been ordered to replace stolen signs. Residents are reminded that dumping grass and shrub cuttings in our ditches impairs the function of the ditches and is a rules violation. Also, fill out a work order if you see work that is needed.



RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Board of Directors Meeting Minutes

June 18, 2018

Opening – Vice President Denny Schwantner called the Board meeting to order at 7:00 pm with the Pledge of Allegiance and announced a Quorum.

Present Board Members – Denny Schwantner, Jerry Radake, John Drouant, Melissa Rebmann, Lori Bundstein, Dennis Stein, Dave Wooldridge, and Deb Enderson.

Board Members Absent – Jim McClung

Approval of Agenda – Lori made a Motion to approve the agenda, seconded by Dave, motion carried unanimously.

Approval of Minutes – Dave made a Motion to accept the open minutes of the May 21, 2018 meeting, seconded by John. Motion passed unanimously.

Treasurer's Report & Monthly Check Report – Jerry reported checks written in May totaled \$110,510.77. That included three pay dates for the office and maintenance staff as well as a payment to West Contracting for road repairs and maintenance for \$34,916.68. It also included several construction bond refunds. Interest income was \$1,985.70.

Correspondence Report – Deb reported correspondence received and sent including several legal items.

Standing Committee Reports

- **Administration/Legal:** Denny reported that staff has been very busy with 2018 boat, jet ski and golf cart stickers, sale of gate cards, issuing 2018 assessment invoices, increased phone calls and foot traffic, and working with security, gates, police officers reporting gate damage, and camping and pavilion reservations. (He reported legal issues including watching pending motions and anticipating the declaratory judgement hearing on July 17.)
- **Architectural Control** – Melissa reported the ACC reviewed project in process and sent letters to ensure compliance. She reminded us the ACC meeting would be Wednesday at 6:30
- **Communications** – Deb reported continuing to post updates on Facebook and in the HOA Gazette to keep the community informed. The spring POA newsletter was mailed, and the annual meeting newsletter will be mailed in early August.
- **Finance** – Jerry reviewed the Balance Sheet showing total assets of \$837,959.05 including buildings, equipment, furniture, land improvements, roads and signs, vehicles, cash, etc. He shared that the annual budget anticipates \$487,244 of assessment income. He explained that the number of lots turned over to the County impacts our income negatively, as no assessments are received, and the County currently owns 186 Raintree lots. Jerry confirmed that efforts to collect delinquent assessments, etc. continue. He also reported negotiating changes in the financial procedures and that the accountant has approved all current processes. He informed the Board that the accountant has one more year of a three-year contract where typical services are performed for a flat fee rather than a lower base with numerous add-ons. Deb made a motion to approve the \$487,244 budget for the coming year, seconded by Dave. The motioned passed unanimously.
- **Lakes and Beach** – Dennis reported that Aqui-Service Consultants will apply the third lake treatment this week

on all lakes, weather permitting. Treatments are in three week intervals through September. The Lake Patrol boat has been out 6 of the 9 weekend and holiday days so far with 2 rained out and 1 with hardly any boat traffic. Compliance by boaters is generally good with some cases of not keeping 100 feet from shore when making a wake, not going slowly in coves, and not displaying a flag when swimmers are in the water. Dennis also reported that he is investigating use of an area known as Raintree Park for boat parking.

- **Maintenance** –Denny reported that the Maintenance crew responded to spring storm damage, removed trees and limbs, cut grass, trimmed shrubs, etc, rented a bucket lift and replaced all security light bulbs and repaired one fixture. They also worked on street signs, made repairs to mowers, and assisted Security with gate issues.
- **Roads** – Denny reported eight road locations were completed in May. Ten locations are pending EPA approval of



RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Board of Directors Meeting Minutes

July 16, 2018

Opening – President Jim McClung called the Board meeting to order at 7:00 pm with the Pledge of Allegiance and announced a Quorum.

Present Board Members – Jim McClung, Denny Schwantner, Jerry Radake, Melissa Rebmann, Dennis Stein, Dave Wooldridge, and Deb Enderson.

Board Members Absent – John Drouant and Lori Bundstein

Approval of Agenda – Dave made a Motion to approve the agenda, seconded by Denny, motion carried unanimously.

Approval of Minutes – Melissa made a Motion to accept the open minutes of the June 18, 2018 meeting, seconded by Dave. Jim McClung abstained from voting, due to absence. Motion passed.

Treasurer's Report & Monthly Check Report – Jerry reported checks written in May totalled \$196,804.76. That included payments to West Contracting for road repairs and maintenance for \$122,070.20. It also included several construction bond refunds and legal fees for collections and other services of \$28,095.00. Jim made a motion to approve the Treasurer's Report and Monthly Check Report, seconded by Denny. The motion passed unanimously.

Correspondence Report – Deb reported correspondence received and sent including several legal items. Items received included 13 resumes for inclusion on the September election to fill the four (4) Board positions available.

Standing Committee Reports

- **Administration/Legal:** Jim reported that staff has been very busy with 2018 boat, jet ski and golf cart stickers, sale of gate cards, issuing 2018 assessment invoices, collections, high volume phone calls and foot traffic, and working with security, gates, police officers reporting gate damage, and camping and pavilion reservations. He reported legal issues including watching pending motions and confirmed the declaratory judgement hearing still scheduled for July 17.
- **Architectural Control** – Melissa reported that the tree house that received special approval from the ACC dependent on completion by June 30 had been struck by lightning, resulting in damage to both the house and the tree house.
- **Communications** – Deb reported continuing to post updates on Facebook and in the HOA Gazette to keep the community informed. The annual meeting newsletter will be mailed before August, and Deb requested the attorney's rewording, if any, of the ballot items. Personal Water Craft (PWC) will not be an item on our ballot, due to the advice of our attorney.
- **Finance** – Jerry reviewed the Balance Sheet showing total assets of \$672,919.62 including buildings, equipment, furniture, land improvements, roads and signs, vehicles, cash, etc. Our new collections attorney has collected approximately \$9,200 in the last six weeks and has set up \$17,900 to be received in six months of instalments.

Three owners have decided to fight collection, so our attorney will be pursuing those assets in court. Our previous collection agency (MCA) has collected only \$19,532 over eleven months, so Jerry was pleased with the new efforts. Jerry proposed combination of our three different bank accounts to Midwest Bank to save time and money. Midwest Bank agreed to provide FDIC insurance on all the funds by spreading POA money across multiple Midwest Banks, which keeps all our money covered by FDIC insurance. They are also giving us a free check scanner and a lower fee for checks written. Jerry had four Motions; First motion - remove the capital improvement accounts currently held in Hillsboro and Enterprise accounts, and Dave seconded. The Capital Improvement account will remain in our account structure but renumbered as an account at Midwest Bank. The motion passed unanimously. Second motion - remove the censure assessment account to also be moved to an account at Midwest, seconded by Jim. All accounts will remain trackable through QuickBooks. The motion passed unanimously. Third motion - remove all accounts in Enterprise Bank and Hillsboro Bank as the funds

unanimously. Dave further suggested motions be made a couple months before they are brought for approval. Jim said he would review By-Laws and consider adding it at a later date. 7/18
g=

Adjournment - Deb made the Motion to adjourn. Dave seconded, and the motion passed unanimously.

Open Forum - The following issues were discussed:

- Questions about the meeting in the Judge's chambers scheduled for July 17 and related legal issues
- Complaint that ten gate cards isn't enough for which a one-on-one discussion was recommended
- Contractor codes for weekdays only, which is not possible with our system
- Follow up question about whether Raintree's election qualifies for political signs similar to county, state, or federal - not answered yet by our attorney
- Playground suggestions
- Concern about a friend who had been assessed a fine, which should be addressed through the appeal process
- Statement about disrespectful boaters
- Suggestion that office hours be staggered to allow access by more property owners

Minutes submitted by: Deb Enderson, Board Secretary



RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.
Board of Directors Meeting Minutes
August 20, 2018

Opening – President Jim McClung called the Board meeting to order at 7:00 pm with the Pledge of Allegiance and announced a Quorum.

Present Board Members – Jim McClung, Denny Schwantner, Jerry Radake, Lori Bundstein, Dennis Stein, Dave Wooldridge, and Deb Enderson.

Board Members Absent – John Drouant and Melissa Rebmam

Approval of Agenda – Dave made a Motion to approve the agenda, seconded by Denny, motion carried unanimously.

Approval of Minutes – Jim made a Motion to accept the open minutes of the July 16, 2018 meeting, seconded by Deb. Lori abstained from voting, due to absence. Motion passed unanimously.

Approval of Closed Minutes – Jim made a Motion to accept the closed minutes of the August 6, 2018 meeting, as amended and closed minutes of 8/19, seconded by Denny Schwantner. Dave abstained from voting, due to absence. Motion passed unanimously.

Treasurer's Report & Monthly Check Report – Jerry reviewed the Monthly Check Report which totalled \$58,016.06 calling out \$14,480.86 as initial bills for road repairs and \$5,018.33 for office supplies to print the annual assessment invoices. for the Balance Sheet showing total assets of \$1,138,697.49 as of July 31, 2018 (after collection of most of the year's assessments) including buildings, equipment, furniture, land improvements, roads and signs, vehicles, cash, etc. He did comment that one \$7,271.29 item representing interest paid on a POA truck is being corrected. He reviewed the January through July 2018 Profit and Loss statement showing nearly \$2,800 in interest income on the money the POA has been able to set aside as savings in case of emergency. Jim made a Motion to approve the Treasurer's Report and Monthly Check Report, seconded by Deb. The motion passed unanimously.

Correspondence Report – Deb reported correspondence received and sent including some legal items, several violation letters, and correspondence thanking the POA for the donation of the Yard Sale fees to the Hillsboro Food Pantry.

Standing Committee Reports

- **Administration**: Jim reported that staff has been very busy issuing 2018 assessment invoices, working with judgement lawyers pursuing collections and preparing to send 2018 unpaid assessments to the lawyer if 2 years

→ behind or to MCA Collection Agency if only 1 year behind, high volume phone calls and foot traffic, working with security, gates, police officers reporting gate damage, and camping and pavilion reservations (as well as coordinating the August 26 meeting at Jefferson College.)

- **Architectural Control** – Denny reported that three building plans were approved at the August 1 meeting of the ACC including two houses and one sunroom.
- **Communications** – Deb reported the creation and mailing of the Annual Election newsletter, as well as post updates on Facebook and in the HOA Gazette to keep the community informed. Emails were sent to all candidates to inform them of a Meet the Candidates event at the POA office the evening of August 27th.
- **Finance** – Jerry announced that he and the office team are working on arrangements for Direct Deposit of future assessments to make the process easier for everyone.
- **Lakes and Beach** – Dennis reported that the fourth treatment for Weed Control was completed on 8/8/2018. One final treatment is due the last week of August, with special attention to algae and various pond weeds on all lakes. Three new barbeque grills have been installed above the beach on Autumn Lake resulting in four usable grills. The routine 2-year inspection of the Autumn Lake Dam is scheduled for December 2018. With the new riprap added this year and regular maintenance being performed by Tom Hayes and the rest of the maintenance crew,

8/20/18 Page:

two street signs damaged by vehicles; painted in the POA office; replaced three old BBQ pits in the beach area; sprayed rocky shoreline on Autumn Lake Dam with aquatic herbicide; replaced broken visitor door glass; and worked on multiple issues resulting from work orders. Salt has been ordered for the upcoming winter season, and we are reassessing our equipment needs. The maintenance crew asks that property owners fill out work orders for any work needs they see, and also that everyone please do what you can to reduce the amount of loose trash on our streets. Jim reported that we have hired a new individual for the maintenance team to fill a vacancy.

- **Roads** – Denny reported that the concrete work was completed. He shared that the EPA has approved payment of an additional \$326,000 for Raintree road repairs. He is working on the list of road repairs for 2019. He heard back from Judy Wagner from MODOT that no more flashing lights are being installed, and she suggested potential structural changes to the entrance that might improve drivers' view. In response, bushes at the entrance were trimmed, and other suggestions are being reviewed for feasibility.
- **Rules** – Lori reported working with five new rules violations. She informed the Board that the security guards have called with questions about the towing date for vehicles without current stickers, and they were told that assessments and stickers were due 7/1/2018 and become towable offenses on 8/1/2018. She reported towing a boat on one of the small lakes that had no sticker. Jim raised the issue of residents renting their home as an "Air Bed and Breakfast" on a website. He has asked our attorney what our position should be and asked that anyone aware of a homeowner renting as a B&B to report it to the POA office.
- **Security** – Jim made a motion to approve \$20,000 to upgrade the Security Gate System which would include new higher-level key pads and add cameras and new software to allow adding a phone kiosk system to the back gate (only), seconded by Deb, and the motion passed unanimously.

Old Business –

- • Jim motioned to continue forward with the idea that a process to be put together to allow the POA attorney to work with the Country Club owner to craft a proposal for a vote of the POA members. If the proposal cannot be agreed to or does not pass the vote of POA membership, the current Declaratory Judgement would be executed. The motion was seconded by Denny, and the motion passed unanimously.
- • Dennis amended his July motion to start setting aside \$10,000 each year for future use for all or any coves cleaning on any or all lakes. Dave seconded, and the motion passed unanimously.

New Business –

- • The Board discussed a meeting to be held at Jefferson College Field House on August 26 at 3 pm for the POA's new attorney to present his thoughts and recommendations about the issue of the Country Club.
- • The Board discussed a Meet the Candidates event to be held at the POA office on Monday night, August 27. All candidates were invited to participate.
- Jerry thanked Lori for her four years of service on the POA Board, which she will be concluding with the upcoming Annual Election on September 16.

Adjournment – Denny made the Motion to adjourn. Lori seconded, and the motion passed unanimously.

Open Forum – This issue was raised.

- Confirmed that the phone kiosk system would not interfere with Gate Card usage at that gate.

Minutes submitted by: Deb Enderson, Board Secretary



RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Board of Directors Meeting Minutes

September 16, 2018

Opening – Vice-President Denny Schwantner called the Board meeting to order at 12:30 pm with the Pledge of Allegiance and announced a Quorum.

Present Board Members – Denny Schwantner, Jerry Radake, Lori Bundstein, John Drouant, Melissa Rebmann, Dave Wooldridge, and Deb Enderson.

Board Members Absent – Jim McClung and Dennis Stein

Approval of Agenda – Deb made a Motion to approve the agenda, seconded by Dave, motion carried unanimously.

Approval of Minutes – Dave made a Motion to accept the open minutes of the August 20, 2018 meeting, seconded by John. Motion passed unanimously.

Treasurer's Report & Monthly Check Report – Jerry reviewed the Monthly Check Report which totalled \$74,160.36 calling out several construction bond refunds, \$29,734.42 for legal/collection costs (part of which will be reimbursed) and \$8,582.38 for hydraulic maintenance and replacement of tires. The accrual-based Balance Sheet shows total assets of \$1,675,306.76 as of August 31, 2018 (after collection of most of the year's assessments) including buildings, equipment, furniture, land improvements, roads and signs, vehicles, cash, etc. He commented on a couple small adjustments in process. He also reviewed the January through August 2018 Profit and Loss statement (also accrual based) statement. Jerry commented that for the 12 months ending June 30th, the collections agency had collected \$36,458. In just 4 months our new collections attorney collected approximately \$11,000 and has payment plans established for another \$17,960. Collections are added to the Roads Fund. The collections procedure was developed a year or so ago and is available for review. Dave made a Motion to approve the Treasurer's Report and Monthly Check Report, seconded by Deb. The motion passed unanimously.

Correspondence Report – Deb reported correspondence received and sent including some legal items, several violation letters, a letter withdrawing from candidacy, correspondence regarding the recent bank change, and an anonymous letter.

Standing Committee Reports

- **Administration:** Denny reported that staff has been very busy issuing 1-time emergency gate codes, working with security on upgraded security program, gates, working with Judgement lawyers, sending new collections to our Collections team (MCA), preparing for early voting, and preparing for the Annual Meeting. He thanked everyone who volunteered as judges for the voting.
- **Legal:** Denny reported that 66 property owners attended the meeting at Jeffco with our attorney offering his opinion on the solution to our community's situation with the Country Club. The court case with the Declaratory Judgement is currently on hold while the three entities engage in negotiation, which will hopefully be faster and require less in legal fees. The judge and all parties agreed at the last meeting of the parties that 2015 judgement pitted our 4B and 4C against each other, creating a conflict within our Covenants. We are now waiting for the negotiations to proceed.
- **Architectural Control** – Melissa reported that 15 house plans were approved in the past year, including house additions. She reminded attendees that the ACC must approve all outside building plans including landscaping walls and playground equipment.
- **Communications** – Deb reported the creation and mailing of three newsletters over the past year, as well as posts on Facebook and in the HOA Gazette to keep the community informed. Emails have been more challenging, but we will continue to work toward it. There was discussion about large distributions lists being classified as Spam by the email ISPs. Robo calls were discussed, as well in response to complaints that not enough was done when the sewage spilled into the lake. Dave discussed the misconception that the Board knew more than they did; but that common sense would tell a person not to access the lake when the Board announces the lake is closed.

Autumn Lake will be done as soon as water temperature is at or below 55 degrees. Missouri DNR will inspect Autumn and Spring Lakes' dams in December, as required bi-annually. Pg. 5

The lake patrol boat is wintered inside the maintenance building fence. Dennis thanked Sally Kozup for allowing the POA to use her boat dock and lift for the lake patrol boat these past couple years, which greatly aided in providing the volunteer boat patrol.

- **Maintenance:** Jim reported the maintenance crew had installed the new LED billboard, worked in tandem with West Paving and the Country Club to remove the large mound of rock left from the flood of 2015, installed a movable speed bump on Old Hickory, removed old wiring for the gate access panels and ran new wiring for upgrades to the gate equipment, removed large stumps in common ground, painted dividing lines on Forest Way, started clearing vegetation per DNR report on the Autumn Lake dam "hip", cut and removed fallen trees and debris from parks and roads, finished grass cutting for the season, repaired one snow plow, trimmed tree limbs overhanging roads and vegetation causing "line of sight" for drivers, and performed routine maintenance on vehicles and equipment.
- **Roads:** Denny reported that planned roadwork has been completed for 2018. He had a conversation with Greg Bach of the EPA about damage by Prudent trucks. The EPA has hired Environmental Restoration from Fenton on a temporary contract to redo work done by Prudent. The EPA has hired a new company Better by Design to replace Prudent. There are an additional 30-40 lots eligible for remediation, which he expects will take another year or two. Denny offered view to the list of sites eligible and sites completed. Jim reminded us that the level requiring remediation changes as testing sensitivity increases. Jerry suggested that starting in 2019 we put \$1 aside for every \$25 spent on roads to be designated for Chip and Seal the following years, especially on roads where no houses have been built.
- **Rules:** Three new violations were reported. Dave Getty left a statement, as he was not able to attend.
- **Security:** John reported that the upgrade to our gates is in progress. The back and side gate hardware is installed, with the front gate yet to complete. After that software and new cameras will be installed.

Old Business –

- Dave Wooldridge discussed some questions that had come up about fish stocking and about chemicals used for weed control bleaching out lawns.
- Denny made a motion which was seconded by Jim to approve \$43,000 to complete road work. The motion passed unanimously.

New Business –

- Deb shared a suggestion that benches be installed intermittently around Vista for walkers whose health or strength make the full four-mile walk challenging without a chance to sit occasionally. No motion was made, but the suggestion can be considered at a later time.

Adjournment – John made the Motion to adjourn. Denny seconded, and the motion passed unanimously.

Open Forum – These issues were raised.

- Live streaming of the POA meeting by a property owner
- Benches around Vista
- Suggestions regarding communication for collection of the phone numbers mentioned above
- Suggestion for a Life Ring at the beach
- Discussion about improvements of the dangerous intersection as drivers enter and leave Highway B

Minutes submitted by: Deb Enderson, Board Secretary



RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.
Board of Directors Meeting Minutes
December 17, 2018

Opening – Vice-President Denny Schwantner called the Board meeting to order at 7 pm with the Pledge of Allegiance and announced a Quorum.

Present Board Members – Denny Schwantner, Jerry Radake, John Drouant, Dennis Stein, Laurie Haller, Dave Getty, Dave Wooldridge, and Deb Enderson.

Board Members Absent – Jim McClung

Approval of Agenda – Deb made a suggestion to the agenda, and John made a Motion to approve the amended agenda, seconded by Dave W., motion carried unanimously.

Approval of Minutes – Laurie made a Motion to accept the open minutes of the November 18, 2018 meeting, seconded by Dave G. Motion passed unanimously.

Approval of Minutes of November 11, 2018 Closed Meeting – Dave W made a Motion to accept the closed minutes of the November 11, 2018 meeting, seconded by John. Motion passed unanimously.

Financial Report & Monthly Check Report – [The text is partially obscured and difficult to read.]

From: **dennis schwantener** schwantn@sbcglobal.net
 Subject: 2019 Meeting minutes
 Date: April 9, 2020 at 12:07 PM
 To: **Cherie Ryan Buijk** cherieaimie@gmail.com, **dennis schwantener** schwantn@sbcglobal.net

01/19

for the most cost-effective way to provide rinse-off facility for the beach at Autumn Lake. He also announced that he is seeking volunteers for the Lake Patrol. P.A.C.

- **Maintenance:** Jim reported the maintenance crew has worked multiple snow/ice events already. All vehicles and snow removal equipment have been maintained and prepared for the next winter event. The crew also made progress cleaning road sides and pushing back the woods using the chipper bought in 2018, filled pot holes, and removed large amounts of trash from the road sides. The maintenance crew reminds residents to use "off street parking" when snow is eminent. Property Owners should fill out a work order if they see something that needs attention, and remember than off street parking is required whenever snow is possible.
- **Roads:** Denny reported that he received correspondence from Judy Wegner of the Mo Dept of Transportation. She was complimentary about the ideas to improve visibility to turn West out of Raintree. She said there is no funding for a flashing light although private entities can install one with a permit costing \$25,000. Denny reported that he will be inspecting for pot holes in early March.
- **Rules:** Dave Getty reported several complaints about vehicles parked on Raintree streets.
- **Security:** John reported that the new data base based on responses from the Security Newsletter is being built, and then testing will begin. Local Social Networks have raised the topic of a handicap ramp at any of the lakes for fishing, and he is looking for the best opportunity for that. John is also trying to recruit police officers for the summer security team.

Old Business -

- n/a

New Business -

- Deb announced that Resumes will be accepted between now and the next Board meeting, when the Board will review resumes received and vote for a Board member to serve for the rest of this year.
- Dave W raised the point that Raintree Covenants provide for the delinquent party to pay all costs of collection including interest and penalties. He proposed a meeting with the Collection firm to make sure the full cost is always received from the debtor. He noted that he has experience with a firm called City and Village for collection of assessments.
- Dave W also asked Property Owners to make sure they are on a Raintree-only section to avoid sharing comments with all of Hillsboro.
- Laurie noted that the cost of postage is increasing by 5 cents at the end of January. Laurie made a Motion that we buy \$1,000 of "forever" postage in advance, seconded by Dave W. **Motion passed unanimously.**

Adjournment - John made the Motion to adjourn. Dave W seconded, and the motion passed unanimously.

Open Forum -

- A question was asked confirming that prepayment or installment payments of assessments is acceptable, which is true. A Property Owner will not be "in good standing" until assessments are paid in full.
- Clarification was requested regarding resumes for the open Board position. Resumes must be 75 words or less and the Property Owner must be in good standing.
- The upcoming Mediation was questioned. Dave Getty responded that the judge/mediator required that all three parties negotiate to a contract to prevent setting aside previous rulings. Mediation is scheduled for January 25. Property Owners will vote to approve or decline the negotiated contract, and based on that, the parties will determine the next legal action. Dave W volunteered that there is money for the POA included in the negotiated proposal.
- The valid point that EPA funds for road repair are dwindling as well as collectable assessments, which needs to be communicated.

Minutes submitted by: Deb Enderson, Board Secretary

02/19

Pg:

- It is not a playground for ATVs or sleds. Vehicles and snow removal equipment have been maintained and prepared for the next winter event. The crew also has picked up trash, filled potholes, responded to security issues at the gates, cleared blockages from culverts, checked Spring Lake spillway issues and cut and removed trees, volunteer growth from ditches. Property Owners should fill out a work order if they see something that needs attention, and remember that off street parking is required whenever snow is possible.

- **Roads:** Denny reported that he received correspondence from Judy Wegner of the Mo Dept of Transportation confirming that Raintree can post signage on our property about the dangerous intersection. She said there is no funding for a flashing light although private entities can install one with a permit costing \$25,000. Denny reported that he will be requesting bids for road work starting in mid-March.
- **Rules:** Dave Getty reported several complaints about vehicles parked on Raintree streets without licenses and Raintree stickers, vehicles on roads during snow/ice events, and parking on the road on Column Drive.
- **Security:** John reported that the new gate access system will go live on March 1. He is working to recruit police officers for the summer security team. Local Girl Scouts have organized a fund raiser to sell Girl Scout cookies at the entrance of Raintree and donate profits to be applied to building a ramp for handicap fishing

Old Business -

- Four candidates submitted resumes for the open POA Board position. They were Angela Aguado, John Burton, Lonnie Turnbeaugh, and Al Wideman. After a secret ballot by the Board, Al Wideman will serve on the Board until the election of officers in September.
- Jim made a Motion to send letters to individuals who had submitted their telephone numbers for the new gate access system with their Directory codes so they can provide them to their guests and expedite entry into Raintree. Dave W. seconded, and the motion passed unanimously.

New Business -

- Dave W. discussed a suggestion by Barb Murrill of the Beautification Committee to get bids for decorative gravel instead of using mulch around the main gate, and bids will be needed to move forward with that. He also suggested some maintenance to delay further deterioration of the columns, and adding a Raintree sign to the median in our entryway. A spring clean up day for large items could be coordinated with the Raintree HOA annual clean up day, when the POA provides a dumpster that could accommodate larger items of trash.

Adjournment - Deb made the Motion to adjourn, seconded by John, and the motion passed unanimously.

Open Forum -

- A question was asked about how a decision would be made about a contract with the Country Club. After negotiation is completed, the Board expects to hold at least one open meeting with cards for question submission, and then a vote by the Property Owners.
- Approval of a detached garage was discussed, and that was approved in a prior annual election with stipulations.
- Missing letters on the Columns and gravel for the entry were discussed.
- The Girls Scouts volunteering to raise funds for the handicapped fishing ramp through cookie sales was discussed.
- The process for elections was asked, and the 30-day notice by a newsletter and a meeting to discuss probably run by our attorney were discussed.

Minutes submitted by: Deb Enderson, Board Secretary

03/19

Pg. 11

Dam. Please stay off the dam support area – it is not a playground for ATVs or sleds. The crew removed several trees dangerously close to roads and trimmed trees causing line of sight issues for drivers. Vehicles and snow removal equipment have been maintained. The crew also has filled potholes, responded to security issues at the gates, cleared blockages from culverts, checked Spring Lake spillway. Property Owners should fill out a work order if they see something that needs attention, and remember that off street parking is required whenever snow is possible.

- **Roads:** Denny reported he had a discussion with Greg Bach from the EPA. There are 9 more locations within Raintree scheduled for remediation this spring/summer and 13 more sites not yet scheduled. Also, a company has been hired to fix botched work by the previous EPA contractor. Denny also has had conversations with the MODOT about an amber light for the Planation intersection with Highway B. He continues to develop the request for bids for Raintree roadwork and is requesting EPA funding for 5 locations where the damage can be attributed to their contractor's trucks.
- **Rules:** Dave Getty reported several complaints about ATVs in Raintree, a contractor starting work before 8 am, and someone inappropriately burning in Raintree.
- **Security:** John reported that the new gate access system is functioning. The caller ID number from the gate access system is 789-5973. Guests should be told to honor the stop sign and not block the intersection

Old Business –

- Denny discussed the litigation with the Country Club, having been through an arbitrator and then mediator. The Board is hoping we are on the “five-yard line” of a solution but no details can be shared at this time. When an agreement has been made, a newsletter will be distributed with information for all Property Owners, and announcement of meetings will be shared on several venues so questions (collected on index cards) can be asked.

New Business –

- Dave W. discussed the current construction on Column Drive and that there might be occasion where the road might be blocked temporarily. There is no parking allowed on Column Drive, and boulders will be placed to eliminate the current disregard for that rule at Lincoln and Column. Also, Tanalyn Dollar is organizing a clean up of Highway B on March 23. The Raintree-wide clean up date sponsored by the POA, the HOA, and the Country Club is scheduled for April 27. Everyone's help is requested for this worthy cause.

Adjournment – Dave G made the Motion to adjourn, seconded by Deb, and the motion passed unanimously.

Open Forum –

- There was discussion about previous efforts to get a blinking light at the entrance.
- A question about the count of gate access system users to date was asked. We have not been tracking that.
- Tanalyn reminded everyone about the Highway B clean up.
- A resident asked the Board to consider putting a guard rail at the end of Katy's way where he had totalled his vehicle.
- Discussion about how to enforce no parking on Column Drive
- Discussion about communicating the opportunity when the solution is finalized.
- Dr. Isaacson from the Hillsboro school system spoke to us about Proposition C, which he said the school system badly needs to be able to use current funds for current needs rather than accelerating debt service.
- Discussion about ATVs
- Discussion about work vehicles failing to stop at the new stop sign and about vandalism in the parking lot of the condos.

Minutes submitted by: Deb Enderson, Board Secretary



RAINTREE PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

Board of Directors Meeting Minutes
December 23, 2019

Opening – President Dave Wooldridge called the Monthly Board meeting to order at 7:00 pm with the Pledge of Allegiance and announced a Quorum.

Present Board Members – Dave Getty, Dave Wooldridge, Barb Murrill, Chris Waller, Kristen Kilman, and Deb Enderson. Helene Figueroa attended virtually.

Absent Board Members – Al Wideman and John Drouant.

Approval of Agenda – A Motion was made by Dave G. and seconded by Kristen to approve the agenda. Motion passed unanimously.

Approval of Minutes – A Motion was made by Barb and seconded by Kristen to accept the open Minutes of the November 18, 2019 meeting. The Motion passed unanimously. Barb made a Motion, seconded by Kristen, to the approval of Minutes of the Closed Legal meeting on December 2. The Motion passed unanimously.

Treasurer's Report & Monthly Check Report - Barb reviewed the Balance Sheet, prepared on a Cash basis, which shows total assets as of November 30, 2019 of \$1,297,976.91 including roads, buildings, equipment, and all other POA assets. Barb also reviewed the Monthly Check Report showing total expenditures of \$32,525.87, which included \$2,300.36 to purchase the 2020 auto stickers and personal and property taxes of \$6,504.12. The POA has \$211,650 to pay for Operations until June, with normal monthly cost of approximately \$40,000. That leaves an expected shortfall of approximately \$68,000. We may have to cash in remaining CDs. 34 A Motion was made by Dave W and seconded by Dave G. to approve the Balance Sheet, P&L Statement, and Monthly Check Report. The Motion passed unanimously.

Correspondence Report – Deb shared that Correspondence received for November included a single piece of correspondence from a resident contributing \$200 to the Road Repair Fund.

Standing Committee Reports

- **Administration:** Dave W. reported that the staff has been busy welcoming new property owners, issuing holiday gate codes, working with many ACC and Rules projects, auditing rear gate access usage, working with legal and collections, and cleaning up customer accounts in preparation for calendar year end. Dave also announced that he was the recipient of the HOA Raintree Star Award for 2019 for his efforts and accomplishments on behalf of our community. He attributed his success to the staff, the Board, contributions of residents, and definitely to his wife, Pam.
- **Legal:** Dave W. read the following statement: As you may know, there has been one other POA legal case pending with the Court system since 2015 - before any current Board member was on the Board. The case had seemed to stall out since Mediation, attempts for an agreement, and the tax issue that was uncovered last spring, but recently there has been movement. The judge "asked" that all 3 parties involved, the POA Board, the Intervenor, and the Country Club continue efforts to reach an equitable agreement. This judge truly seems determined to resolve this situation.

- The Intervenors have shared the latest efforts to resolve the outstanding Legal Case by conducting their first meeting with Property Owners.
- To make you aware of the current activity, the third party in this case, the Intervenor, has indicated intention to create a Class in which ALL Property Owners would be included for a resolution across Raintree. If this happens, every Property Owner will be notified and will have an opportunity to present their case to the Judge in his courtroom. The POA Board members would be part of the Class like every other Property Owner.
- Once the Class is created and every Property Owner has opportunity to respond in Court, this case will

12/23/19

Pg. 2

Q&A:

- **Q: If this Class is created, what will the Judge rule on?**

A: This case will be resolved whether Raintree Covenant 4(c) covers all Property Owners, no Property Owners, or simply stays the way it is. All the years of challenges and interpretations would be ended by the Judge's ruling.

- **Q: If the Judge rules that all Property Owners have to pay Country Club membership fees, what can the POA do?**

A: The Board is diligently using the groundwork laid out earlier this year in Mediation to protect impacted Property Owners (whether that is determined by some of us or all of us) by adding Country Club responsibilities and specific cost controls to 4(c). Raintree Covenants specifically state that Property Owners cannot vote to change 4(c). Any discrepancies in our negotiations may be decided by the Judge.



- **Architectural Control:** David G. reported the ACC Committee approved one fence and one detached garage. The ACC meets on the 1st and 3rd Tuesdays every month.
- **Communications:** No newsletters are in process. The Facebook pages continues to draw questions and requests for sharing.
- **Community Relations:** Kristen noted that she commented on Nextdoor about the creation of the committee and soliciting comments.
- **Finance:** Barb reported that \$10,300 is due to our CPA for annual services and she is trying to arrange monthly payments. We are also trying to identify trends by creating a spreadsheet of the last 12 years of financial activity which we will discuss with him after the first of the year.
- **Lakes and Beaches:** Al was absent, but sent word that "there is still water in the lakes."
- **Maintenance:** Dave W. provided an overview of the activities of the maintenance crew. The crew has been performing routine maintenance on the equipment and vehicles, repairs on snow equipment, fabricating plow blades and gate arms, renewing license plates on trucks and trailer, installing Christmas lights and decorations, repairing the POA garage door, repairing security equipment, filling pot holes, and removing several tree limbs dangerously close to roads. Property Owners should fill out a work order if they see something that needs attention. The crew appreciates the residents' patience as work orders are prioritized. Residents are reminded to use off-street parking whenever snow is imminent. We have approximately 70 tons of salt in storage with our supplier. Dave reported that there were accusations on Nextdoor and Facebook that the Maintenance Crew with the timing of snow clearance, and that is absolutely not true. The team was working hard, fighting equipment breakdowns and weather while short-handed. There was discussion of volunteers manning the snow equipment, but we will check insurance and confirm necessary licensing to be able to take advantage of volunteers for road clearing purposes. He thanked residents who helped their neighbors.
- **Roads:** Barb reported that there will be no more roadwork in this budget year ending June 30, 2020. She noted that part of the upcoming year's Roads budget will need to be applied toward our maintenance equipment, which is falling apart. She shared that the Roads Committee is working with a resident expert who is with the Department of Defense on how to submit a petition to the State to improve cautionary marking around our Column Drive entrance. We'll be soliciting letters from businesses and the Fire Department, and also sending our request to local Representatives. Please sign the petition if you haven't already signed it.
- **Rules:** David G. reported that the Rules and ACC Committees continue to work toward clarifying Raintree rules. He commented that in the past month a car coming over a hill in the center of the road forced a golf cart off the road and did not stop to assist with the emergency. He reminded residents that vehicles must not be parked on the road during inclement weather or preparation for inclement weather.
- **Security:** Dave W. noted that the Board has been updating and reviewing the Raintree Security Policy. John is

currently getting pricing for new security cameras to update and improve our system.

Old Business -

- Deb made a Motion to approve the updated Security Policy, seconded by Barb. The Motion passed unanimously. The Security Policy will now be posted on the POA website and distributed to Property Owners by email (to those who have submitted their email address for use with POA email.)
- Kristen raised concern about vehicles using the POA parking lots as streets and speeding through them to avoid Column Drive traffic in spite of school bus activity and pedestrians. Cones have been posted in an attempt to curb that use of the parking lots, but they are just being moved. There was discussion of chaining off the entrance to State Highway B when the office is closed or chaining the passageway between the parking lots when the office is closed. This will be revisited after discussing with our Maintenance team.
- Barb commented further about soliciting letters from businesses about the Column Drive intersection with State

12/23/19

Pg 3

New Business -

- Variance - Dave G made a Motion to allow the placement of a deck within the 30-foot easement of the lake due to the shallow shape of the lot, and Chris seconded. The Motion passed unanimously. This situation was caused by a contractor who took the Property Owner's money without building the boat slip, and there was discussion on what the POA can do to warn Property Owners about contractors who have defrauded others.
- Maintenance Team - Dave W reported that the vacancy caused by a resignation in Maintenance has been filled by an experienced applicant, Jim Nelson.

Adjournment - A Motion was made by Deb and seconded by Dave G, and the Motion passed unanimously to adjourn the meeting.

Open Forum -

- Numerous comments and discussion of the effort and potential results to slow traffic on State Highway B
- Questions about the Legal statement and action by the Court
- Discussions of the need for a second entrance and of the obstacles we face with that
- Discussions of speed bumps and the proper installation of speed bumps
- Complaint about unavailability of gate codes
- Revisit of cost of resolving the Black Hole lawsuit

Minutes submitted by: Deb Enderson, Board Secretary



POA Notice of 2019 Annual Election

Raintree Property Owners Association, Inc

Board of Directors

President

Dave Wooldridge

Vice President

David Getty

Treasurer

Barbara Murrill

Secretary

Deb Enderson

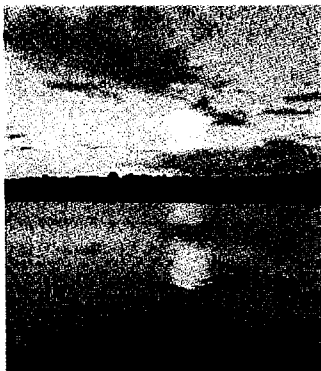
Directors

John Drouant

Kristen Kilman

Chris Waller

Al Wideman



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From the President....by Dave Wooldridge

Hello, Property Owners of Raintree! Some of you may not know me yet, as I have been the POA Board President for only a short time. Before I took this position, I was elected Board Member, then was promoted to Vice-President, and now POA Board President within 45 days! It is important for me to express my gratitude for the trust and support that the POA has given by granting me this role. I want to assure all Property Owners that I will always put forth every effort to lead this Board and to do what is in the best interest of Raintree. I really enjoy the role I am in now, and I believe we are all working to move this subdivision in the right direction. We have a great group of Board members and I hope to see all of them re-elected in September!

This year has been very challenging and focused primarily on settling several lawsuits from previous years. The POA Board has spent long, tireless hours on each of the lawsuits, concentrating on the best outcomes for Raintree. I'll start with the frivolous Black Hole lawsuit, which the Board made every attempt to eradicate. Our attorney tried every possible scenario to prevail, but after we had exhausted every effort, we made the decision to settle this lawsuit, preventing additional fees, fines and multiple attorney costs. I can safely say that this lawsuit has been finalized, the Black Hole LLC has been dissolved, and we have announced these lots owned by the POA are being sold.

The single remaining lawsuit is a little more difficult. The POA Board had preliminarily agreed on a contract with the Country Club, the goal being to control costs and eliminate increasing Country Club fees. However, we learned of a conflict with our 1120-H status as an HOA non-profit organization, which we would never risk. As this is now in the hands of the attorneys and judge presiding over this case, we still hope for a resolution.

This year the POA will be asking for an assessment increase of approximately 26% for all property owners. This will allow us to maintain and add more amenities to Raintree, most of which had favorable responses on the questionnaire earlier in the year. As a homeowner here in Raintree, I understand and share concerns with any increase in fees. However, this proposed increase will not take effect until July of 2020 giving the Board, lawyers, Country Club, and judge time to design a more reasonable solution to the remaining lawsuit prior to the increase.

The POA Board has operated with a budget on the edge of RED during the past 2 years and this year will be no different as it will take several years to recover from these deficits. We are doing our very best to maintain the current infrastructure. We encourage you to please take us up on our offers to answer any questions, so you can consider all the facts before casting your vote.

Upon closing, I would like to thank the entire Board for their endless voluntary hour dedication, our office staff, our maintenance crew, all committee volunteers, and every Property Owner in Raintree. Together, we can show everyone what a privilege it is to live in such a beautiful place!

Pavillion - 27

Campground - 23



Raintree Plantation Property Owners Association Spring 2019

Board of Directors

- President
Dennis Stein
- Vice President
Dave Wooldridge
- Treasurer
Laurie Haller
- Secretary
Deb Enderson
- Directors
John Drouant
David Getty
Al Wideman
TBD (2 interim Directors
to be selected at May BoD
meeting)

From the POA President

First, I would like to thank all the Board members for the time and effort they put into their various functions. This is an elective position but the Board members serve as unpaid volunteers. The Board members put in long hours to provide support and maintenance for the entire community.

The Board meets every third Monday of the month, and we welcome Property Owners to attend to listen and to voice their thoughts and questions in the Open Forum following each meeting. We try to consider comments and suggestions from the residents and property owners. We know there are great ideas and suggestions generated by more brains than the nine on the Board. Bring those ideas to the meetings for your chance to present them. We may be able to take advantage of your suggestion, or we may have additional facts that explain why it isn't feasible at this time.

We have been working closely with the community's legal counsel to try to resolve all the legal issues that the community faces. These issues all stem from the community's relationship with the Country Club. Unfortunately, this did not happen overnight, and they have proven difficult to quickly resolve.

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- Page 1 - From the President
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- Page 3 - Security
- Page 4 - Treasurer, Architectural Control, and Roads
- Page 5 - Rules and Helpful Reminders
- Page 6 - Maintenance, Administration, & Communications
- Page 7 - HOA, Country Club, and Annual Election

Raintree has seen a good number of new homes being built as well as existing home sales bringing new people into the community. The community is always in need of volunteers to help with the many areas we have to take care of ourselves. The Board is also made up of volunteers who devote many hours of their time to do the community's business. We are running a small city on a limited budget, and the only way this will continue to work is by having volunteers continue to step up and share the load. Raintree is a hidden gem in Jefferson County and with everyone's help, it will get even better.

Dennis Stein, POA President



General

Reply



Helene Figueroa
Hillsboro



Raintree at a Crossroad

If you were not checking your mail carefully over the Christmas Holiday, you may have missed the latest POA newsletter. I am new to Raintree and only know about the Country Club Controversy from hearsay -- lots of it! According to this week's newsletter, by the end of January, there will be some major decisions made affecting each lot owner in Raintree regarding the Country Club. That's only 4 weeks away!!!

I was unaware of the meeting that took place in August on a Sunday with an attorney, but I understand that someone recorded it???

How do I get hold of that public meeting's taping/video???

Access to the lakes and gate security seem to be the main reasons people choose



Add a comment...



Home



Groups



Businesses



Notifications



More



General

Reply



Shellie Knuckles 2
Hillsboro



Our Community

I am so tired of all of this negativity. Raintree used to be a wonderful place to live. I moved out here in my teens and my husband and I built our home and have raised our children here. We loved the closeness of the community, the beautiful lakes and wooded lots. Most of the roads around us were gravel and Spring Lake was not much more than a puddle. The Club was always busy every night, the golf course was filled with friends and families out having a great time.

Over the years I have watched the community grow by leaps and bounds but instead of coming closer together, our community is more divided than ever. It's sad. Whether we own a lot or a home on a lot, we all have a vested interest in Raintree and it would seem more beneficial to return



Add a comment...



Home



Groups



Businesses



Notifications



More



General

Reply



Tanalyn Dollar 6 Hillsboro



Alert! Raintree Residents

If you are receiving this message, live in Raintree, but are NOT on the Raintree Plantation Group postings, please join that 'group' ASAP. Why? Very important information will be posted concerning negotiations with the Country Club.

Helene Figueroa and many others are forming a group called 'Vote! Raintree's Future'. We will be communicating via this app (NextDoor). Critical information about meetings, documents and decisions needing your input will be posted to the Raintree Plantation 'group'. Share with your neighbors! There are 485 members and Dave Wooldridge is the moderator. This will be THE place for information and dialogue... regardless of what happens.



Add a comment...



Home



Groups



Businesses



Notifications



More

Open letter from Jim McClung

ps://nextdoor.com/news_feed/?post=111119475&init_source=copy_link_share

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Help map

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For Sale & Free

Local Deals

Events

Real Estate

Crime & Safety

Lost & Found

Documents

General

Groups

All groups

Happy Raintree Residents!

Raintree Plantation

Terry McClung, Hillsboro

Open letter from Jim McClung

OPEN LETTER TO RAINTREE RESIDENTS:

First I would like to thank everyone that voted to allow me to serve you on the POA board. I do appreciate your support.

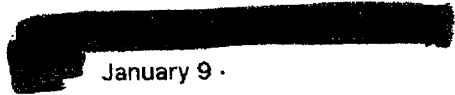
I recently resigned from the board prior to ending my term this September. There seems to be misinformation that needs to be cleared up regarding my resignation. The majority of the current board wanted to move forward with a proposal involving the country club that I was unable to support. I know the majority of the current board is in favor of the proposal however I could not in good conscience support that proposal. Everyone is entitled to their opinion and instead of working against the board from within I thought it was best that I resign.

I would like to add just a few points on Blackhole LLC. This LLC was formed to place ALL lots that the POA board had accepted from people who, for various reasons, transferred their lots to the POA. The original idea was to add green space to the community; however it soon became evident that the green spaces were sporadic and these lots were only an advantage to the owner on either side and could not be combined for the use of all residents.

We also do not collect assessments, but do have to pay taxes on the lots owned by the community. The decision was made to sell all the lots that were deeded to the community so we could start collecting assessments and also limit liability should someone get injured on the vacant lots.

These lots from ALL sections were offered for sale through the POA office. All lots in Section 1 through 19 were sold and we now collect assessments on them. The remaining lots in sections 20 through 25 could not be sold or even given away. Since the LLC did not pay taxes on these lots, the plan was for the remaining lots to be offered at a tax sale. The LLC was put together by the past POA attorney and the current attorney was willing to defend the legality of it. Mr. Tucker and his attorney believe it was illegal however just because they think that does not make it true. However, the majority of the current board voted to settle with Mr. Tucker instead of going to court. I could not agree with that decision.

Please read any contract or assessment increase proposal carefully to fully understand how your assessment money is being used or accounted for. I have tried through the years that I served on the board to support the Raintree community as a



January 9 ·

Legal Status Announcement Made at the 12/23/2019 POA Board Meeting:

As you may know, there has been one other POA legal case pending with the Court system since 2015 - before any current Board member was on the Board. The case had seemed to stall out since Mediation, attempts for an agreement, and the tax issue that was uncovered last spring, but recently there has been movement. The judge "asked" that all 3 parties involved, the POA Board, the Intervenors, and the Country Club continue efforts to reach an equitable agreement. This judge truly seems determined to resolve this situation.

- The Intervenors have shared the latest efforts to resolve the outstanding Legal Case by conducting their first meeting with Property Owners.
- To make you aware of the current activity, the third party in this case, the Intervenor, has indicated intention to create a Class in which ALL Property Owners would be included for a resolution across Raintree. If this happens, every Property Owner will be notified and will have an opportunity to present their case to the Judge in his courtroom. The POA Board members would be part of the Class like every other Property Owner.
- Once the Class is created and every Property Owner has opportunity to respond in Court, this case will ultimately be decided by the Judge.

Q&A:

Q: If this Class is created, what will the Judge rule on?

A: This case will be resolved whether Raintree Covenant 4(c) covers all Property Owners, no Property Owners, or simply stays the way it is. All the years of challenges and interpretations would be ended by the Judge's ruling.

Q: If the Judge rules that all Property Owners have to pay Country Club membership fees, what can the POA do?

A: The Board is diligently using the groundwork laid out earlier this year in Mediation to protect impacted Property Owners (whether that is determined be some of us or all of us) by adding Country Club responsibilities and specific cost controls to 4(c). Raintree Covenants specifically state that Property Owners cannot vote to change 4(c). Any discrepancies in our negotiations may be decided by the Judge.

7

39 Comments 6 Shares

Like

Comment

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LIKE COMMENT SHARE

Most Relevant

Write a comment...

Will we still have to vote to change Covenants no matter what judge says

Like · Reply · 13w

No, it is our understanding that this Class Action suit would clarify the conflicts between previous Court rulings and our Covenants, and there would not be a vote. The judge would make the decision. The ruling would also include the terms of what the membership cost would be and what the CC would provide for members. That is where the POA Board has been involved to try to make the terms as beneficial as possible for Property Owners.

Like · Reply · 13w

my understanding from the last POA Borad meeting that I attended is that in order to present your case to the Judge you have to go to St. Charles to do so, that's a crock!

Like · Reply · 13w

Author Not in our control

Like · Reply · 13w

We have property in Raintree and live in O'Fallon. It is an exactly 1 hour to Raintree. So if you all are familiar with going to a concert at the formerly known Riverport in Earth City it is very close to the St Charles County courthouse right off hwy 70 Well worth making the trip in my opinion. I wish for the best for us all in this

Like · Reply · 13w

The reason they move to a different county is usually the judge in Hillsboro knows one of the partys in the case. The judge step out. If all the judges and the Jefferson County Court know somebody in the case it gets moved to another County.

Like · Reply · 13w · Edited

yes. I think it's a good thing.

Like · Reply · 13w

[Redacted] Raintree POA Community who found the judge Asking for a friend

Like · Reply · 13w

Author [Redacted] the judge was Court Appointed. I don't think any of the three parties has influence in that determination.

Like · Reply · 13w

[Redacted] Road Trip

Like · Reply · 13w

[Redacted] Raintree POA Community Who are the Intervenor? Do they have legal representation?

Like · Reply · 13w

Author [Redacted] The Intervenor are a group of Property Owners who joined the current lawsuit with their own attorney.

Like · Reply · 13w

[Redacted] the Chief Justice of the Supreme Court of the state of Missouri appointed JUDGE MICHAEL J. FAGRAS after several judges recused themselves ...

It's unlikely this judge has ever even heard of Raintree until now

In 2016, a group of property owners asked the court to intervene in the POA's lawsuit against the country club ...

The POA's previous attorney agreed ... it is now before the courts and a judge will decide

Case #15JE-CC00809

<https://www.courts.mo.gov/casenet/cases/searchDockets.do...>



COURTS.MO.GOV
Case.net: 15JE-CC00809 -
Docket Entries

Like · Reply · 13w · Edited

Write a reply...

believe every owner in raintree plantation should be required to pay the country club dues NOT just the few sections that currently pay dues. Everyone that lives in our community gets to take advantage of the fact that they live on a golf course and most make this a big selling point in their home listings yet only a very small section actually pay dues. Therefore, wouldn't the fair thing be to require all or none? I pay the dues, yet I don't understand why others don't have to. I understand the concerns of the added expense but wonder if there couldn't be some grandfather provision moving forward. I.e. if you currently live in community in a section not required to pay dues, you are exempt UNTIL the home is sold...then the NEW homeowners would be required to pay.

Like · Reply · 13w

Hide 14 Replies

that's your opinion I don't believe everyone should pay dues to the Country Club and will actively fight to prevent that from happening. Do you realize that if everyone is required to pay those dues that more people will walk away from their lots which will mean less income for Raintree as a whole, not to mention that the possibility of ever getting an assessment increase will be practically nil. If you want a thriving Country Club located in a subdivision with not enough money to repair the streets, dredge the lakes, support a maintenance and office personnel at the present rate, not afford sand on the beach nor fish in the lake then that is up to you. The past three assessment increases have failed, people don't want to pay more and if they are forced to pay CC dues we are doomed. What we will end up with is a beautiful Country Club and a deteriorating subdivision.

Like · Reply · 13w

I understand but it is also not fair that I HAVE to pay when others don't. So it should be an ALL or none. The bottom line is everyone in raintree lives on a course. So why should I pay a high membership and you not. Also, it is possible that the dues would be able to decrease if the 800+ property owners were expected to pay dues. You are correct my opinion and you have yours. I just say there must be a compromise. The dues to the property owners assoc are a different issue. I would love to see Raintree Plantation as a whole thrive.

Like · Reply · 13w

Just a quick point to consider. Not everyone

that owns property owns a home. I feel that as it is now a home
Owner pays more than a property owner is assigned appropriately

Like · Reply · 13w

[REDACTED] you are correct. Home owners pay more than lot owners but that comes from POA. But home owners and lot owners in certain sections are required to pay both while others only have to pay the POA. maybe if the entire community doesnt want to pay the CC dues, then thise of us required to pay the CC shouldnt have to pay the POA dues. How is it fair that some people must pay both dues while a large portion only pay the POA. I guess I just dont understand why some sections MUST pay the CC while others dont have to. We all live in the same community. I mean some homes that dont have to pay have the course as a backyard!

Like · Reply · 13w

[REDACTED] The complete unfairness is, it used to be mandatory for all. And it was quite affordable, too. I didn't mind paying a little over \$200 a year. It was something we knew we had to pay each year when we bought our property, right along with our POA dues.

Now, my family of soon to be 5 is FORCED to pay almost \$900 per year. And, we got hit for 3 or 4 years worth at one time if I remember correctly.

How is THAT fair?

I can't give my property away because of these fees. Believe me. I've tried. And we paid a lot of money for it 20 years ago with the intent to one day build on it. Now we just want to be rid of it.

It's so discouraging to see that there are still owners that think paying a couple hundred a year for all is such a bad thing... it's the way it was forever and the way it still should be!

Like · Reply · 13w

[REDACTED] What's unfair, your saying that it is unfair that I don't pay the fees you a paying, your wrong. Don't imply that myself and others are being unfair, this is out of our hands. Your gripe is with the owner of the country club and him alone, he is the person being unfair. I may be wrong or you may be wrong but my understanding is that there was never a time when everyone was forced to pay fees to the CC.. One option you do have it so stop paying taxes on your lot, when the County seizes it then you will no longer be a owner and thus you won't be forced into

paying the fees. One other point is the fact that if everyone were forced into paying the fees and the country club closed and went out of business, we would all be forced to make those payments to the bank holding the note until that note is paid off, that's the way it was when it closed last time.

Like · Reply · 13w

[REDACTED] I'm sorry to tell you that YOU are wrong. It most definitely was mandatory for all not that long ago.

Thanks for your suggestion on how to rid myself of my property but I'd rather not be sued by the county club and the poa for unpaid dues.

When dues were mandatory for all, they weren't astronomical like they are now... they were affordable.

Like · Reply · 13w · Edited

[REDACTED] and there was a ruling where stated it was incorrect that everyone had to pay.

Like · Reply · 13w

[REDACTED] that 'ruling' was ridiculous. They had signs at the front entrance and put a notice in the newsletter regarding a vote on the ruling. Property owners that don't live there to see the signs regarding the vote on a daily basis got screwed. Royally.

Like · Reply · 13w

[REDACTED] plus there are more people in secs 1-19 so obviously they will always out number the vote of the secs 20-25 (mandatory to pay sections). I want to know the reason behind just these few sections being required to pay.

Like · Reply · 13w


[REDACTED] No, it was NOT mandatory to pay the country club/golf course. We moved here in 1989 and we were told by [REDACTED] that we did NOT have to pay membership dues to the country club/golf course. We knew of several others that didn't have to pay those membership fees either. We were never billed for those dues in all the years we lived here until Tucker sent out the threatening letter that we would pay or else! If the country club/golf course was owned by each of us that would be one thing, but being forced to pay a private owner 1 cent a month to help him keep his business afloat is ludicrous! His memberships are not only open to

property/homeowners in Raintree but to anyone outside of the Raintree community. If he doesn't have the good business sense to make it with open membership, then he needs to throw in the towel. He is shaking down his neighbors...all of us...whether we golf or not. Why can't he keep his business up and running with voluntary membership?

Like · Reply · 13w

[Redacted] we've owned our property for almost 20 years so maybe you were grandfathered in? When we purchased our property it was in the bylaws that we were to pay \$195 a year for the county club and around the same for road dues. Friends of ours purchased a home around the same time and their dues were higher as homeowners but they also had to pay annually as well.

Like · Reply · 12w

 Author [Redacted] None of us - voters or the POA - can change that. The developers wrote it to protect themselves but left us all without any power to change 4C. Only the CC can change 4C. That's why it has not been changed, and that's why only a judge can do it.

Like · Reply · 12w

[Redacted] thanks for the info. Just never knew where it came from. I love rain tree in the entire community and Hope all of this can be resolved so raintree as a whole can thrive

Like · Reply · 12w

[Redacted] Write a reply...

[Redacted] How will we be notified of where and when to present our case? I for one will definitely make a trip to St. Charles and I hope that every 'mandatory' country club dues paying land owner will as well. Paying almost \$900 a year is absolutely asinine.

Like · Reply · 13w · Edited

[Redacted] is our understanding that each Property Owner will be notified by mail. It is not determined yet which entity will provide that mailing. The POA will also be tracking, and will share that information here and on the POA website.

Like · Reply · 13w

[Redacted] have not been watching the web site, hopefully we see the mailing.

Like · Reply · 13w

[Redacted] extortion is the term I was feeling.

Like · Reply · 13w

[Redacted] I truly do not know when that mailing will take place oh, but I have a feeling that if the judge moves forward as it seems like he wants to, the mailing will take place in the next one to two months. Like I said, the POA will share out that information when we are told to.

Like · Reply · 13w

[Redacted] especially when there are only a few of us that are required to pay while others arent expected to pay at all! I enjoy and use the CC so I would voluntarily pay but i think if its mandatory for some of us living in raintree then its should be mandatory for all in our community

Like · Reply · 13w

[Redacted] Go tell the judge when the date is announced. Nobody except the judge can end the argument. The POA's purpose here is to keep you informed of the expected activity.

Like · Reply · 13w

Write a reply...

[Redacted] Lot for sale.

Like · Reply · 13w

1 Reply

[Redacted] Who is the judge?

Like · Reply · 13w

[Redacted] One of the primary issues Judge Michael James Fagras will be confronted with is that the premier " Exhibit ", the Raintree Covenants 1987 revision, being presented during all of the past court proceedings clearly states that " All Lot Owners" were required to remit membership dues in support of the country club. Judge Stanley Williams ruling in October of 2014 basically disproved that statement thus

October of 2014 basically disproved that statement and inadvertently declaring it to be misleading and false. The ruling he rendered clearly indicated that "All Lot Owners" (Sections 1-25) were never mandated to pay membership dues to the country club. He ruled that only lot owners in Sections 20-25, who also happen to be located for the most part the furthest from the country club, were the only property owners ever actually mandated to pay membership dues regardless of the misinformation they had been presented with. The Jefferson County Courts for some unknown reason have consistently chosen to overlook the fact the lot buyers were not presented with accurate information at the time they bought their property.. The 1987 revision of the covenants being presented during the numerous court proceedings that lot buyers also received indicated that the entire community, Sections 1-25, shared equally in the support of the country club which has been proven to be absolutely untrue. In view of the fact that lot buyers were presented with critical information that has been proven to be false that entered into their decisions to purchase property should be of tremendous concern to those in authority prior to rendering any future judgments. [REDACTED]

Like · Reply · 13w

Write a comment...

recorder of deeds, brought paperwork to CC & POA to provide copies with new owner address, done deal...

Like · Reply · 41w

3

[Redacted] Thanks for the info [Redacted]

Like · Reply · 41w

[Redacted] No problem, I passed this info along to a [Redacted] If you get a message from him, he's serious about picking one of these up.

Like · Reply · 41w

[Redacted] lives in Raintree down the street from us. I hope he's not looking to move away from Peachtree!

Like · Reply · 41w

[Redacted] I don't know if he was interested for himself or someone else.

Like · Reply · 41w

[Redacted] Write a reply...

[Redacted] Are we absolutely positively done wasting our infrastructure money on crappy lawyers yet. ? Not another dime should be spent with any of these nonsense law suits and never should have been .

Like · Reply · 41w

[Redacted]

Like · Reply · 41w

[Redacted] We live in a beautiful community with great amenities. I don't understand why the owner of the Country Club, Raintree residents and the POA can't come to an agreement that benefits everyone?? Their is no reason for certain residents to pay \$900-\$1200 ... See More

Like · Reply · 41w · Edited

Hide 11 Replies

[Redacted] I believe th that was the plan at one point but when it came to a vote the entire subdivision aside from those who own in 25-30 voted against it. At that point he closed the restaurant and locked the rates up on those of us that are forced. Had all

jacked the rates up on those of us that are forced. Had all of this been exposed to me I would have never bought in raintree unfortunately. I bought a few months before the former owners went bankrupt on the country club and found out about it after the current owners bought it and tried a lawsuit on dues from before I even bought.

Like · Reply · 41w · Edited

[Redacted]

I'm sorry that happen to you. We have lived in Raintree for 7 years. We love it here and wish everyone felt the same. It's very unfortunate it's been this way. All the wasted time and money, if everyone in the community could just do their part it wouldn't be so bad on specific lot owners in the mandatory areas. I wish the POA could just make it mandatory for ALL residents of Raintree to pay their fair share so its affordable for everyone!!! All of the bickering and suing does nothing but hurt our property values, waste of money and instigates a bad reputation of our lovely community. Same reasons why we no longer have fireworks on the Fourth.....just sad.

Like · Reply · 41w · Edited

[Redacted]

Can I just remind everyone that some of us are only property owners. When I bought my lot it is was made clear that we were not required to pay country club dues. Also I don't think anyone should be forced to pay anything they did not agree to.

Like · Reply · 41w

[Redacted]

You knew when you purchased your lot in Raintree their was a possibility to start paying CC fees. The club has been here for many many years. It should be no surprise to anyone. What's the issue with paying a little more a year to have access to its amenities? What was the purpose of buying a lot???? You do realize having a CC increases your property value.....it's a benefit for ALL of us.

Like · Reply · 41w

[Redacted]

the verbiage presented to is said mandatory sections were only 20-24. I don't golf. I have no use for any of their services. My purpose was to boat and fish.

Like · Reply · 41w

[Redacted]

Also if it increases property value I would

have my lot sold by now. I've been trying to sell since last August for less than I bought for 8 yrs ago.

Like · Reply · 41w

[Redacted] I've been trying to sell a lot for years now. Why hasn't it sold when the economy is hot right now???? Because everyone in the area knows about all the constant turmoil, law suits and bickering going on between the POA, residents, and the CC. I don... See More

Like · Reply · 41w

[Redacted] I'm not sure they know about the lawsuits but they do know there are hefty fees in some sections for the CC and are afraid our section may one day have to pay that too. Beyond that many feel the rules are too restrictive in general. This is the feedback I get from those serious about our lot.

Like · Reply · 40w

[Redacted] when we moved in Raintree our cc dues were \$200 and now they are over \$900 so please explain to me why I should have to pay that much to use a pool when I don't golf. I should be offered the lower package like everyone else that isn't in our section

Like · Reply · 33w

[Redacted] I agree. No one should have to pay \$900 a year for CC dues. I think it would benefit ALL residents of Raintree if we all paid dues for the CC but at a reasonable cost. We have no one to make those kinds of decisions unless it is put to a vote.

Like · Reply · 33w

[Redacted] yeah sadly the cc club owner is greedy and can't write up something that everyone will agree too. I really don't blame anyone for not signing anything he writes up. I wouldn't trust him either if I was them.

Like · Reply · 33w · Edited

[Redacted] Write a reply...

[Redacted] When the upcoming annual meeting convenes later this year our community should rise from their seats and applaud the current board for navigating thru what

appears to have been a never-ending dispute with the Jefferson County Raintree Country Club . There are no villains currently within this community that created this problem.Keep in mind the current club owner is somewhat a victim himself in this whole ordeal and is simply fighting for his financial survival. In March of 1993 the then Club Owner along with his partners and their attorney after determining that property owners were not all that enthused (even though he anticipated lot owners would be eager to belong) about contributing to the support of his Country Club agreed to provide a first-class dining facility consisting of a formal as well as casual restaurant, a tennis /basketball court , swimming pool, and a driving range for golfers. In return he was then given authority to create a "footnote"/amendment to our covenants requiring a mandatory payment of support in the form of membership dues on just the new sections for lot owners purchasing property in Sections 20-25 providing he fulfilled his commitment to upgrade the aforementioned amenities.The current proprietor has made a reasonable effort to at least attempt to substitute, in the absence of many of those amenities that influenced buyers that have been non-existent for several years now, activities that many are simply not even physically capable of participating in. In some instances property owners simply have never even entertained an interest in taking part in these type of offerings and yet all of them are required to pay \$938.12 in annual dues while receiving little of what they were originally presented with at the time of sale or end up in a courtroom. There have actually been instances of some of our most elderly residents in their eighties having their bank accounts garnished just to satisfy the demands put forth by the courts. One can not underestimate the frustration being experienced by all of the lot owners who received the "1987 Revision" of the covenants that clearly stated that "ALL LOT OWNERS " were required to remit membership dues to the Country Club. This revision is still the PRIMARY EXHIBIT currently being presented by the club's attorney in the hundreds of trials that have taken place in the courts. Obviously all of you were terribly misled ! It really never was all lot owners . Had you been aware that the six sections furthest from the amenities were the only lot owners required to subsidize the Country Club while even those lot owners living on the golf course were not even required to pay club dues you probably would not have purchased your property. In October of 2014 the courts denied the voting rights of the lot owners in Sections 20-25 at which time the votes of the lot owners in Sections 1-19 were recognized thus giving them the right to discontinue remitting Club Dues .Obviously heads are still spinning trying to determine why lot owners in Sections1-19 were even voting if they were never required to pay dues in the first place based on the March 1993 mandate.There is no provision in the covenants that I'm aware of indicating that a lot owners voting rights can be denied after they've been certified and authorized to vote. The court ruled that the votes of the property owners in Sections 20-25 were declared "NULL AND VOID" in spite of what the

covenants stated. Something has been lost in the logic the courts have been applying that appears to be in total conflict with what has previously taken place outside the courtroom throughout this entire nightmare. [REDACTED]

Like · Reply · 41w

[REDACTED] wow best explanation I've ever had in the 26 years I have lived here. We built in 1993 and were told at that time that it was not mandatory that we pay club dues. We live in Section 2. This information is concise and I assume a... See More

Like · Reply · 41w

[REDACTED] We've owned a number of other lots over the years we've been at Raintree and have continued to make our home here since 1997 . We have sold-off all of our lake properties in Raintree over the last few years but do still live here . [REDACTED]

Like · Reply · 41w

[REDACTED] Write a reply...

[REDACTED] So will Tucker have enough money that he can stop screwing over the rest of us in the mandatory section?

Like · Reply · 41w

[REDACTED] We have had a lot for sale in Raintree for several years that's not even included in the mandatory country club dues and still hardly any interest. Thank you, board members for your volunteer time and putting this drawn out case to an end! I hope this will increase property sales and values in our beautiful community. We love living in Raintree!!

Like · Reply · 41w

[REDACTED] I've had mine listed since last August and only dumb questions. I've had it listed on marketplace and every sale group on social media I can find.

Like · Reply · 41w

[REDACTED] Write a reply...

[REDACTED] I feel this is a chance for Raintree to start over. It needed to be done. Thank you to the board for having the courage to do the right thing. Remember people, the board volunteer their time.

Like · Reply · 41w

[Redacted] yes. Let us all start playing fair. By not screwing lots 20-25 would be a PERFECT start!

Like · Reply · 41w

Write a reply...

[Redacted] Someone please explain to me if the cc club owner is struggling how he had the money for all the pool renovations?

Like · Reply · 33w

[Redacted] The burden of supporting the communities golf course is sections 20-25. Many in those sections sued The country club many years ago instead of buying the club in the name of all lot owners. There is no free lunch. Unless the community takes control of the club and increases needed poa funding For its infrastructure the community Will continue to decline.

Like · Reply · 38w

[Redacted] Thank you to our new board members for doing all you can to make us ONE community!!!

Like · Reply · 41w

[Redacted] How is it even legal to make some of us subsidize the whole country club ? When I moved here I thought everyone paid \$250 a year and was fine with that . Now my family is getting extorted \$938 a year , with no cap on future yearly fees ??? How is this even possibly happening ?

Like · Reply · 41w

[Redacted] I'd love to hear someone's explanation on this also.

Like · Reply · 41w

[Redacted] I'm curious if it is legal for the jerk to charge our section more than anyone else and not let us have the lower membership. Has anyone checked with an attorney?

Like · Reply · 33w

property . Francis J. Courtney.

Like · Reply · 40w

[Redacted] I am not trying to sound ignorant but why not give them away? At least if someone else owns them they would have to pay the country club fees plus you would get there fees to the POA. Not to mention the taxes I assume you are having to pay on them.

Like · Reply · 41w

2

[Redacted] We have tried, they are for sale for \$1

Like · Reply · 41w

1

[Redacted] I know you all are doing your best and I figured you had gone through all the solutions. What a frustrating situation for everyone.

Like · Reply · 41w

3

[Redacted] where can we find the list of lots for sale in 20-25?

Like · Reply · 41w

[Redacted] at the POA office or I can send you a list

Like · Reply · 41w · Edited

1

[Redacted] would you please PM me a list?? I'm trying to get friends and family out here to enjoy this great place we call home! We live in section 22 and for about \$100 a month, we can swim, fish, golf and enjoy everything Raintree has to offer. We love living out here!

Like · Reply · 41w

7

[Redacted] I have been trying to sell my lot since last August and it's in section 2. People know about the issues with the country club and dont even want to buy in the non affected sections.

Like · Reply · 41w

3

[Redacted] wouldn't want to willingly spend money to move into the middle of what essentially boils down to, "The Hatfields and McCoys Go To Court...for Decades," either. Putting this behind us so that potential buyers don't have to wonder how much of their dues will go towards road maintenance and how much will go to nav attorneys can only help

Like · Reply · 41w

[REDACTED] can see how this situation has scared so many people away. I'm hoping with at least this agreement, we are on our way to making it all right with our little slice of heaven down here. Best of luck selling your lot! I'm a real estate agent and if I hear of someone looking for a lot in section 2, I will let you know!

Like · Reply · 41w

[REDACTED] can you also send me a list too please!

Like · Reply · 41w

Write a reply...

[REDACTED] Probably the most perplexing aspect directly associated with this entire ordeal continues to be that something which was once thought to be the communities "Premier Attraction" has resulted in being one of the primary contributors to the communities declining financial status

Like · Reply · 41w

[REDACTED] Why can't you sell in sections 20 thru 25? We just moved here in October sounds like our realtor didn't disclose what we were getting into they told us dues were 365 a year turns out that's a lie since we also have Mandatory cc fees as well They also told us its community water no water bills lie after lie we are on katys way

Like · Reply · 41w

[REDACTED] Who is your realtor so we can educate them.

Like · Reply · 41w

[REDACTED] with Re/Max Best Choice

Like · Reply · 41w

[REDACTED] with Keller Williams Chesterfield

Like · Reply · 41w

write a reply...

[redacted] This legal battle has been going on for years it is hard for me to believe you didn't see it coming. I feel like this is negligent of the board now I see why they have quit they knew what was coming. Why do we even bother paying dues?

Like · Reply · 41w

[redacted] previous boards chose to defend BHLLC ... the costs continued to rise as the courts ruled against every single motion the POA made in court ... this board chose to stop the bleeding ...

Like · Reply · 41w

[redacted], we pay dues because it has been in the covenants for every property owner in Raintree to pay membership dues since Raintree was developed. Somehow, through the years people forgot about 4c or started thinking it didn't apply to everyone, but it always has. At times, whomever didn't own the country club didn't make that happen, but 4c was always in the covenants, waiting to be reenforced. When the country club was bought by Mr. Tucker, I'm sure the approval of his bank loan was partially based on the bank's knowledge that under 4c, there would be a set income coming in to ensure the repayment of the debt.

The other very good reason that we pay dues is that everyone who has tried to not pay them, has lost in court. Including our own POA. There's really nothing in the numerous past legal battles to lead anyone to believe continuing to fight in court would break or override 4c. It just wasn't going to happen.

Not paying POA fees will only lessen property values as the "nice to haves" list will continue to grow as items are move from the "must be done" when money dwindles and the budget tightens.

As for [redacted] and I, we'd like to thank the board for realizing the only people making money and who stood to benefit from continuing these court wrangling were the attorneys. The members of the board did their best to clean up a mess they didn't create, that I'm sure many of them weren't even living in Raintree when it began. If we the residents have a problem with the solution, we should have either cast our votes for board members differently or volunteered/run for the position ourselves.

Like · Reply · 41w

[redacted] that wasnt a real question. I know what the dues are for and I have always



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POA Lawyer Meeting Live Stream Link

For those that couldn't make it...

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