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DECLARATION OF ANNEXATION

RISS LAKE COMMUNITY ASSOCIATION, [NC.
PARKVILLE
PLATTE COUNTY, MISSOURI

THE RESERVE AT RISS LAKE

THIS DECLARATION OF ANNEXATION ("Amendment") is made this 15th day of March, 2006 by JULIAN DEVELOPMENT COMPANY, a division of Don Julian Builders, Inc., a Kansas corporation ("Developer"), and RISS LAKE COMMUNITY ASSOCIATION, [NC., a Missouri not-for-profit corporation (hereinafter referred to as "Association.") [Grantor] [Grantee-none].

RECITALS:

A. Developer has created a planned community on certain real property located in Platte County, Missouri, legally described as Riss Lake, a subdivision in Parkville, Platte County, Missouri; and all additions and amendments thereto, all of which are commonly known as Riss Lake (collectively, the "Property" or "Association") containing diverse areas for, but not limited to any of the following: residential, commercial neighborhood services and related uses, as the same may, from time to time, be implemented in substantial conformance with governmental approvals therefore.

B. Developer and Association desire to and hereby annex to the Declaration that certain real property legally described on the attached Exhibit "A" incorporated herein for all purposes by this reference, and to be referred to herein as "The Reserve at Riss Lake."

C. Developer has provided for a plan for the preservation of the values and amenities of the Riss Lake community and for the maintenance of private open space therein, including any improvements located thereon, by subjecting the Property to the covenants, restrictions, easements, charges and liens set forth in that certain Declaration of Covenants, Restrictions, Easements,

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Charges, Assessments and Liens for Riss Lake, Platte County, Missouri dated March 1, 1988, and recorded on March 9, 1988 in Book 715, Page 312 as Document 2072, in the Recorder of Deeds Office, Platte County, Missouri, together with all amendments, modifications and additions thereto (collectively, the "Declaration").

D. Developer has subdivided and developed The Reserve at Riss Lake in accordance with the Development Plan and in order to assure that the further development and use of The Reserve at Riss Lake will be in harmony with the values and amenities of the Riss Lake community, and for the purpose of annexing the Annexation Property to the scheme of the Declaration and to extend the jurisdiction of the Association to include The Reserve at Riss Lake. Developer and Association desire to supplement and amend the Declaration as to The Reserve as follows.

E. This Amendment provides for complimentary additions and modifications to the Declaration as necessary to reflect the different character of the annexed property. This Amendment is not inconsistent with the Declaration and Development Plan. As contemplated in the Declaration, this instrument shall have the effect of subjecting the property described in Exhibit A to all of the provisions of the Declaration as though the property in Exhibit A had been originally described therein and subject to the provisions thereof.

F. Upon recordation of this Declaration of Annexation, Owners shall have a right and non-exclusive easement of enjoyment on and to the Common Area within the Annexation Property in accordance with the provision of the Declaration and an obligation to contribute to the cost of improvement, operation and maintenance of such Common Area within the Annexation Property in like manner as if such Common Area had been originally located within the property.

NOW THEREFORE, in consideration thereof and pursuant to the power and authority provided to the Developer and Association as set forth in the Declaration, the property described in Exhibit A is made subject to the covenants, conditions, restrictions and easements of the Declaration, as amended, and such additional covenants, conditions as herein set forth:

1. Development Period.

"Development Period" for the purpose of this Amendment shall mean and refer to a period commencing upon the recording of the Plat for the Annexed Property and continuing upon the events described in Article 1.13 of the Declaration.

During the Development Period of the Annexed Property, the Developer (or its designees from time to time) shall have the authority over the Annexed Property granted in the Declaration to the Developer and DDRC.

2. Community Association.

Every person or entity who is an owner of a lot in The Reserve at Riss Lake shall become a member of Riss Lake Community Association with all the rights and responsibilities thereunder.

3. Assessments.

(a) Due to the unique attributes of The Reserve at Riss Lake, Section 4.02 of the Declaration is hereby amended to provide that effective March 15, 2006, for the purpose of Assessments, The Reserve at Riss Lake shall be a separate and distinct classification of Assessable property and shall be subject to The Reserve at Riss Lake Dues assessments for the maintenance of The Reserve at Riss Lake Common Area (the "Reserve Assessment") in addition to the Annual Assessment. The Association Board shall prepare a separate budget ("Reserve Budget") as part of the Association Budget which shall provide for all income and expenditures, available or necessary as determined by the Association Board, for the appropriate use, maintenance and repair of lots in The Reserve at Riss Lake located within the Annexed Property including, but not necessarily limited to, lawn sprinkler systems, turf maintenance and snow clearing as may be necessary pursuant to Section 4 below. The Reserve Assessment shall be imposed, commenced, budgeted, enforced, assessed, collected and disbursed in the same manner and shall be subject to the same covenants, procedures and penalties as provided for in Article IV of the Declaration in respect to Assessments. Accordingly, the term "Assessment" and "Annual Assessment" shall include the term "Reserve Assessment." The Reserve Budget shall be prepared by the Association Board in accordance with the procedures set forth in Section 4.02(b) of the Declaration. During the Development Period, The Reserve Budget shall be approved by the Developer. Thereafter, The Reserve Budget will be automatically approved unless two-thirds (2/3) of the Board of Directors vote not to approve such Reserve Budget.

The amount of such supplemental assessment shall be fixed by the Board each year and until further action of the Board shall be \$2,100 (\$175 per month) commencing in 2006. The rate of such annual assessment shall be uniform with respect to each villa or living unit in The Reserve at Riss Lake.

The supplemental assessments described in this instrument shall be liens on the villas or living units in The Reserve at Riss Lake and shall be due and payable as provided in Article IV of the Declaration.

4. Lot Uses and Restrictions.

Whereas, the Declaration places certain additional covenants and restrictions upon real estate described in Exhibit A, and the Developer desires to amend the Declaration as provided in this Amendment to place additional covenants and restrictions on said real estate. The real estate described in Exhibit A shall be subject to the following additional covenants, conditions and restrictions:

(a) No structure or thing shall be placed, erected, or installed upon any lot or Living Unit and no improvements or other work (including staking, clearing, excavation, grading and other site work, exterior alterations of existing improvements, or planting or removal of landscaping) shall take place within The Reserve at Riss Lake, except in compliance with the Declaration, this Article and Design Guidelines.

Developer may prepare initial Design Guidelines which may contain general provisions applicable to all of The Reserve at Riss Lake. The Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the Association in considering applications. The Design Guidelines are not the exclusive basis for decisions of the Developer, Board or DDRC, and compliance with the Design Guidelines does not guarantee approval of any application.

Developer shall have sole and full authority to amend the Design Guidelines as long as it owns any portion of or has a right to expand The Reserve at Riss Lake pursuant to Declaration, notwithstanding a delegation of reviewing authority to the DDRC, unless Developer also delegates the power to amend to the DDRC. Upon termination or delegation of Developer right to amend, the DDRC shall have the authority to amend the Design Guidelines with the consent of the Board.

Any amendments to the Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Design Guidelines and such amendments may remove requirements previously imposed or otherwise make the Design Guidelines less restrictive.

No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint, or redecorate the interior of his or her Living Unit without approval. However, modifications to the interior of screened porches, patios or additions, and similar portions of a Living Unit visible from outside the structure shall be subject to approval.

(b) Underground sprinkler systems shall be installed by Owners for their respective lots. Control panels for sprinkler systems shall be located on exterior of Living Units. The Community Association shall provide any pay for the costs of spring start-up and winterization and of lawn sprinkler systems on the Lots that have been sodded, except that the Community Association shall not be obligated to repair any damage caused by the gross negligence or willful misconduct of the Owner or the Owner's guests or contractors, the Community Association shall not be obligated to repair or replace any control panels, and the Community Association shall not pay for any water or electricity used by the sprinkler system (all of which shall be the responsibility of the Owner).

(c) The Community Association shall provide snow (but not ice) clearing for driveways and front sidewalks on the Lots, as soon as possible when the accumulation reaches two inches or more and the snow has stopped. The Community Association shall not be required to apply any salt, sand or other chemical treatments to any such surfaces.

(d) The Community Association shall provide lawn care consisting of mowing, edging, fertilizing and weed control of grass areas on all lots in The Reserve at Riss Lake, but such services shall not include the replanting or reseeded of sod or grass, the replacement of trees, the trimming of trees not located along the streets, the care or replacement of bushes, shrubbery,

gardens, flowers, or the care of any areas which have been enclosed in a patio or courtyard by an owner or otherwise made inaccessible to the Community Association. The Community Association shall provide mulch where necessary on front and sides of residences within The Reserve at Riss Lake.

(e) Upon the initial occupancy of the residence on each Lot, the Owner of the Lot shall pay to the Community Association a one-time initiation assessment equal to two times the amount of the monthly assessment then in effect, for use by The Reserve at Riss Lake for expenses relating to maintenance of lots within The Reserve at Riss Lake as required herein. This initiation assessment shall be in addition to the first regular monthly assessment payable to the Community Association and all other assessments payable to the Riss Lake Association with respect to such Lot.

(f) Add on heat pumps shall be installed in all newly constructed residential units.

(g) The following exterior structures shall be prohibited: boundary walls or fences, swimming pools, animal houses, animal runs, trampolines, swing sets or other recreational play structures, batting cages, tennis courts, paddle tennis courts, tree houses, basketball goals, detached greenhouses and other detached buildings.

(h) No hot tubs shall be permitted unless specifically authorized by Developer, Board or DDRC in writing. All hot tubs shall be adequately screened by landscaping materials (not fences) in accordance with the written approval. If applicable law or ordinance require water features such as hot tubs or decorative ponds to be installed or utilized with fences, such water features, including but not limited to hot tubs will be prohibited in The Reserve at Riss Lake. All hot tubs shall be kept clean and maintained in operable condition at all times.

5. Easement.

The Developer reserves for itself and for the Association, and for their respective agents, designers, successors and assigns, the perpetual non-exclusive right, privilege and easement to use that portion of each lot at The Reserve at Riss Lake from the foundation of a villa or Living Unit to the lot line to perform their responsibilities and obligations required under the Declaration and this instrument.

6. Future Amendments.

This Amendment and the Declaration may be further amended by the Developer to provide for certain uses and subsequent subdivision of The Reserve at Riss Lake, or portions thereof, compatible with and contemplated by the Development Plan but requiring certain restrictions, agreements, provisions, covenants, easements, charges and other impositions which may be unique to such use and, therefore, different from those which are appropriate to the remainder of the Property; therefore, the Developer hereby reserves the right to further amend, modify and change this Amendment and Declaration without approval of The Reserve at Riss Lake owners until the Development Period is over as stated above.

7. Merger Clause.

To the extent that this Amendment amends, alters or modifies the terms, covenants, agreements and other obligations of the Declaration, then the Declaration shall be, and is hereby, amended accordingly and the Declaration is hereby confirmed and ratified and is in full force and effect as amended. All items that may not be addressed in this Amendment are bound by the Declaration.

8. Expansion of the Community.

From time to time, Developer may subject to the provisions of this instrument and the Declaration any property adjacent to the property described in Exhibit "A" by recording a Supplemental Declaration describing the additional property to be subjected. A Supplemental Declaration Recorded pursuant to this Section shall not require the consent of any Person except the owner of such property, if other than Developer.

Developer's right to expand The Reserve at Riss Lake pursuant to this Section shall expire when all property described in Exhibit "A" has been transferred by Developer. Until then, Developer may transfer or assign this right to any Person who is the developer of at least a portion of the real property described in Exhibit "A." Any such transfer shall be memorialized in a written recorded instrument executed by Developer.

Nothing in this Declaration shall be construed to require Developer or any successor to subject additional property to this Declaration.

9. Effective Date.

This Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots in Exhibit A upon the execution hereof by the Developer and recording in the Recording Office.

The execution of this Amendment may occur in counterparts with only one copy of the main body hereof being recorded together with the various signature and acknowledgment pages from such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration Annexation to be duly executed as of the 13 day of March, 2006.

RISS LAKE COMMUNITY ASSOCIATION, INC.

By: 

Don Julian, President/Successor Developer

STATE OF KANSAS

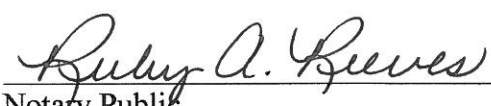
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COUNTY OF JOHNSON

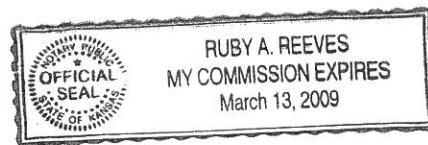
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On this 13 day of March, 2006, before me a Notary Public in and for said State, personally appeared Don Julian as successor developer and on behalf of Riss Lake Community Association, Inc., known to me to be the person who executed the within instrument in behalf of acknowledged to me that he executed the same for the purposes therein stated.


Notary Public

My commission expires:

March 13, 2009



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