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STATE OF MISSOURI SS
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DECLARATION OF ANNEXATION

RISS LAKE COMMUNITY ASSOCIATION, INC.
PARKVILLE
PLATTE COUNTY, MISSOURI

WEST SHORE ESTATES AT RISS LAKE

THIS DECLARATION OF ANNEXATION ("Amendment") is made this 31st day of December, 2005 by JULIAN DEVELOPMENT COMPANY, a division of Don Julian Builders, Inc., a Kansas corporation ("Developer"), and RISS LAKE COMMUNITY ASSOCIATION, INC., a Missouri not-for-profit corporation (hereinafter referred to as "Association.") [Grantor] [Grantee-none].

BK 1075 PG 0404

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 "West Shore Estates Property."

✓ SLACLE & ETAL

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, 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 West Shore Estates Property in accordance with the Development Plan and in order to assure that the further development and use of the West Shores Estates Property 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 annexed property. Developer and undersigned owners desire to amend the Declaration as to the West Shore Estates Property as follows.

E. This Amendment provides for complimentary additions and modifications to the Declaration are necessary to reflect the different character of the annexed property. This Amendment is not inconsistent with the Declaration and Development Plan.

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 West Shore Estates 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 West Shore Estates Property, Section 4.02 of the Declaration is hereby amended to provide that effective January 1, 2006 for the purpose of Assessments, West Shore Estate Home Sites shall be a separate and distinct classification of Assessable property and shall be subject to West Shore Estates Dues assessments for the maintenance of the West Shore Estates Area (the "Estates Assessment") in addition to the Annual Assessment. The Association Board shall prepare a separate budget ("West Shore Estates 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 the Association Property and Common Property located within the Annexed Property including, but not necessarily limited to, the private streets and lighting hereof, (unless located on an owner's lot), water features in islands on private streets only, lawn sprinkler systems for common areas and lot 515 if deemed necessary by the Developer or Board, entrance gates including utilities and privacy equipment, as may be necessary. The West Shore Estates 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 "Estates Assessment." The West Shore Estates 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 West Shore Estates budget shall be approved by the Developer. Thereafter, the West Shore Estates Budget will be automatically approved unless two-thirds (2/3) of the Board of Directors vote not to approve such West Shore Estates Budget.

(b) The Association's right granted to it under Section 4.09 to levy a Special Assessment shall include the right to levy a separate Special Assessment applicable to the West Shore Estates Property only, if the Association deems it appropriate, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of Common Property improvements within the West Shores Estates Property, including any capital improvement upon the Common Property or the cost of any utility deemed necessary by the Association Board to serve the West Shores Estates Property, including the necessary fixtures and personal property related thereto, or any unexpected cost, operating capital or expense of the Association related to the operation of the Estates Property, as the Association Board may determine.

(c) A Special Assessment shall become effective upon written notice by the Association Board. The billing of Special Assessments shall be handled in accordance with the procedures set out in Section 4.03 of the Declaration.

(d) In addition to the assessments described above, the Association shall have the right to establish and collect a transfer fee of \$15,000 from the purchaser, including builder or eventual owner or any third party, upon each transfer of title of home site or lot in West Shore Estates. The transfer fee shall be secured by the Association's lien for assessments, and maintained in a segregated account used for such purposes as the Board and Developer deem beneficial for the general good and welfare of West Shore Estates. In addition to such transfer fee, the Annual Assessment, prorated for the number of days remaining in the calendar year of closing, shall also be paid to the Association at closing of the transfer, or upon occupancy of the lot, whichever occurs first.

4. Lot Uses and Restrictions.

All real estate in West Shore Estates is subject to the Covenants, Restrictions and Easements stated in the Declaration, and to the following lot uses and restrictions.

(a) All Covenants, Conditions and Restrictions of the Declaration are applicable to the Annexed Property except that: Each West Shore Estates residence may have a home office, unless or until the Developer or DDRC, in its discretion upon consideration of the circumstances in each case, and particularly in consideration of the effect on surrounding property, may revoke or terminate this permissive application of home offices. If in their sole discretion the Developer or DDRC determines that home offices in the Annexed Property cause disturbances, inconvenience, traffic problems, nuisance, or excessive number of parked vehicles in the Annexed Property, this permissive application of home offices may be terminated.

(b) Owners and their guests shall, whenever possible, park their vehicles in their garages and not on the streets in front of or near their West Shores Estate Home Site. Vehicles may not be parked on a street for a period longer than twenty four hours (24), or in violation of any City Ordinance, and the Association may take such action as it deems appropriate to enforce such prohibition including the authority to tow such vehicles at the sole cost and expense of the owner of the vehicle.

(c) No outside antenna, satellite dish or other device for reception or transmission of radio or television or other electronic signals shall be erected or maintained on any Lot or upon the exterior of any Unit, without the prior written approval of the DDRC or DDRC and then only in such places and under such conditions as are expressly authorized by the Board or Declarant. The DDRC and the Declarant shall have the power to limit the size of the device and require such specific areas and methods of placement of any such device as it deems appropriate in order to render the installation as inoffensive as possible to other owners and occupants. In the event these limitations or any part thereof are deemed unlawful, the Board and the Declarant reserve the right to regulate the placement of such devices in a manner not in

violation of the law. Developer has final authority during the Development Period in conjunction with the DDRC, to pass judgment on any and all West Shore development and residential construction issues, to include but not limited to, exterior design and all exterior construction materials overall aesthetics of the home, installation of fences, basketball goals, flag poles, all outside structures, location and installation of pools, spas and other outside recreational facilities.

(d) No shed, barn, detached structure, or outbuilding, basketball goal or court, or sport court of any kind, animal run, animal cages or house, trampoline, play house, tree house, batting cage, tennis court, above grade swimming pool or clothesline shall be erected upon moved onto or maintained upon any Lot. Pool cabanas or similar structures may be erected or maintained to house pool equipment with the prior written consent of the DDRC and Declarant.

(e) No artificial flowers, artificial trees, or other artificial vegetation shall be permitted on the exterior of any residence or in the yard.

(f) No garage sales, sample sale or similar activities shall be held other than as part of a neighborhood event approved by the Board.

(g) No fences shall be permitted on any Lot, except as may be required with the installation of an in-ground swimming pool and then only wrought iron fencing may be installed with the prior written consent of the DDRC or the Declarant.

(h) No sign shall be placed or maintained in any Common Area without the approval of the DDRC or Declarant. No real estate or for sale signs shall be placed on any Lot or in any window of any home in the West Shore Estates, except during the initial Development Period until the home is sold for the first time.

(i) No noxious or offensive activity shall be carried on with respect to any Lot or upon Common Areas nor shall any Lot or Common Area be used in any way or for any purpose which may endanger the health of or unreasonably disturb any Owner. No outdoor trash, grass or construction material burning shall be allowed on any Lot. No trash refuse, garbage can or receptacle shall be placed on any Lot or outside any residence, except after sundown of the day before or upon the day for regularly scheduled trash collection. The Declarant shall have the right to maintain construction dumpsters at locations selected by it.

(j) No Lot or part of any West Shore Estate Home shall be rented or leased or sold contract for deed or similar fashion that may allow seller to retain any control of the lot or home.

(k) Each owner shall purchase and install, at locations specified by Developer or DDRC, two gas fueled decorative street lamps. Developer or DDRC will establish specifications, source of purchase, and location on each lot for such lamps to provide limited lighting at the street in front of each residence. Developer or his employees or HOA or HOA's Management Company shall have the right to enter owner's property to relight and or repair any gas street lamp that remains inoperative for a period of 48 hours. If owner refuses to repair or

operate gas street lamp in a manner specified by developer or HOA, developer or his representative shall have the right to enter property and complete repairs or modify or replace components and demand reimbursement from owner. If owner refuses to pay for repairs within 60 days, said costs will become a lien against property and collectible in the same manner as unpaid assessments.

(l) Each owner shall construct, maintain, repair and if necessary replace a masonry mailbox enclosure adjacent to their driveway at a location specified by Developer or DDRC in conjunction with applicable postal rules and regulations. Such mailbox enclosures will be constructed and maintained according to plans and specifications provided by Developer or DDRC. Each enclosure will be uniform in kind and shape and be constructed of natural stone. The standard for said mailbox shall be determined by the actual mailbox currently constructed at 5900 Julian Drive in West Shore Estates.

5. Future Amendments. This Amendment and the Declaration may be further amended by the Developer to provide for certain uses and subsequent subdivision of the West Shore Estates Property, 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 West Shore Estate Property owners until the Development Period is over as stated above.

6. 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.

7. Area Association Duties and Obligations. The West Shore Homes Association may engage the services of a management company or other person or entity to assist, carry out and perform the functions of the Homes Association with respect to the West Shore Estates Property described above and the handling of the assessments payable solely by the West Shore Estates Property. The expenses of such other parties shall be paid solely by the Estates Property owners. The duties of the Area Association include the following:

(a) The Area Association shall provide snow (but not ice) removal for private streets of the West Shore Estates Property as soon as possible after accumulation reaches two inches or more and additional accumulation is not expected. Any plow or other snow removal device used by HOA or any West Shore Estates property owner must be equipped with a rubber blade, rubber shoe or rubber guide so that device does not damage the pave stone street. Sand is the only approved material that may be applied to driveways and streets within the West Shore

Estates. No Salt or other chemical de-icers will be allowed for application to any driveway or private street within West Shore Estates. Any homeowner who uses salt or chemical de-icers on their driveway will be financially responsible for any deterioration to the pave stone street adjacent to their property.

(b) The Association shall provide for the maintenance and upkeep of common areas, West Shore Estates entrance guard house, entrance gates, security cameras, monuments and water features including all utilities necessary for the operation of each. The Developer or Association may, from time to time, provide measures of security in the West Shore Property. However, the Developer or Association are not providers of security and shall have no duty to provide security on the West Shore Property. Any such security services will be paid from the HOA dues paid by the West Shore Estates homeowners. Developer or Association will not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

(c) The Association shall provide for the routine maintenance and replacement of the private streets of the West Shore Estates Property, which maintenance shall include, the upkeep and replacement of the curbs, street signs, rock retaining walls and lighting for streets (except such lighting described in section 4(k) above), except for the following: All costs of repairs for any damage to private streets, curbs, infrastructure or other common area property in the Annexed Property caused by an owner or an owner's agent, employee or contractor shall be paid by the individual owner. If the damage occurs during construction of an owner's residence, all costs shall be paid before occupancy of the residence. Developer or Board shall make sole determination as to the type and extent of damage and proper method of repair or replacement of such street, curbs, infrastructure or other property. Such costs shall be a special assessment against and lien upon the Estate Lot of said owner. A street damage deposit may be required by developer and held by developer until construction is complete and at the sole discretion of the developer or his representative.

(d) The Association shall provide for the costs of management fees, insurance, legal costs and other administrative expenses required to manage the West Shore Estates.

8. Enforcement. In the event an Owner fails to properly maintain, repair, repaint, and replace any improvements on the Owner's West Shores Estate Lot including mail enclosures and gas street lamps, the Homes Association after giving adequate notice to the Owner of the need for the maintenance, repair, modification, repainting, or replacement, may enter onto the West Shore Estate Lot to perform such maintenance, modification, repair, repainting, or replacement. The Homes Association's costs thereof, plus a reasonable overhead and supervisory fee, shall be payable by the Owner of the West Shore Estate Lot and shall be a special assessment against and lien upon the Estate Lot and collectible in the same manner as unpaid assessments.

9. Consent by Owners. The undersigned owners of lots in Tract 1 of West Shore Estates consent to this annexation for themselves, their heirs, assigns and subsequent purchasers.

9. Consent by Owners. The undersigned owners of lots in Tract 1 of West Shore Estates consent to this annexation for themselves, their heirs, assigns and subsequent purchasers.

10. This Amendment shall become effective as an amendment of the Declaration and binding upon all of the Lots upon (a) the execution hereof by the Successor Developer, and (b) the recordation hereof in the Recording office. The Successor Developer is executing the Amendment in its capacity as the Successor Developer and as the Owner of those existing Lots now owned by it.

IN WITNESS WHEREOF, the undersigned President of the Association and the developer executes this instrument as of the 13th day of December, 2005.

RISS LAKE COMMUNITY ASSOCIATION, INC.

By: _____

Don Julian, President/Successor Developer

STATE OF KANSAS)

) ss.

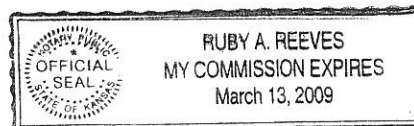
COUNTY OF JOHNSON)

On this 13 day of December, 2005, before me a Notary Public in and for said State, personally appeared Don Julian, 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.

Ruby A. Reeves
Notary Public

My commission expires:

March 13, 2009



RISS LAKE COMMUNITY ASSOCIATION, INC.

By: George Hester
Vice PresidentSTATE OF MISSOURI)
COUNTY OF Clay) ss.
)

On this 3 day of January, 2006, before me a Notary Public in and for said State, personally appeared George Hester, 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.



KENDRA S. MINTON
Clay County
My Commission Expires
June 5, 2008

Kendra S. Minton
Notary Public

My commission expires:

June 5, 2008

RISS LAKE COMMUNITY ASSOCIATION, INC.

By: Randy Timmerman

Secretary/Treasurer

STATE OF MISSOURI)

COUNTY OF Clay) ss.

On this 3 day of January, 2006, before me a Notary Public in and for said State, personally appeared Randy Timmerman 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.



KENDRA S. MINTON
Clay County
My Commission Expires
June 5, 2008

Kendra S. Minton

Notary Public

My commission expires:

June 5, 2008

**LOT OWNER EXECUTION PAGE
DECLARATION OF ANNEXATION
RISS LAKE COMMUNITY ASSOCIATION, INC.**

IN WITNESS WHEREOF, the undersigned Owners of Lot 504 of West Shore Estates at Riss Lake, a subdivision in the City of Parkville, Platte County, Missouri has caused this Declaration of Annexation for West Shore Estates at Riss Lake to be duly executed.

Dated: 12-29, 2005

OWNER:

John R. Wilson

Twyla R. Wilson

STATE OF MISSOURI)
COUNTY OF Platte) ss.

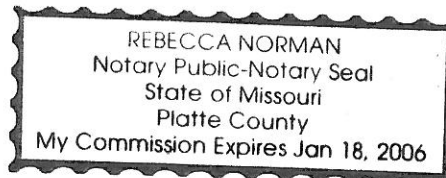
This instrument was acknowledged before me this 29th day of December, 2005,
by John R. Wilson and Twyla R. Wilson.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Rebecca Norman
Notary Public

My commission expires:

1/18/06



(Husband and Wife)

**LOT OWNER EXECUTION PAGE
DECLARATION OF ANNEXATION
RISS LAKE COMMUNITY ASSOCIATION, INC.**

IN WITNESS WHEREOF, the undersigned Owners of Lot 505 of West Shore Estates at Riss Lake, a subdivision in the City of Parkville, Platte County, Missouri has caused this Declaration of Annexation for West Shore Estates at Riss Lake to be duly executed.

Dated: 12/30/05, 2005

OWNER:

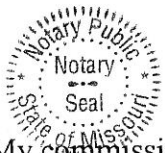
Michael J. Wolters
Michael J. Wolters

Connie K. Wolters
Connie K. Wolters

STATE OF MISSOURI)
COUNTY OF Clay) ss.

This instrument was acknowledged before me this 30 day of December, 2005, by Michael J. Wolters and Connie K. Wolters.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.



KENDRA S. MINTON
Clay County
My Commission Expires
June 5, 2008

Kendra S. Minton
Notary Public

My commission expires:

June 5, 2008