

PC 90-7532 (2)

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FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,  
CHARGES, ASSESSMENTS AND LIENS FOR  
RISS LAKE, PARKVILLE, MISSOURI

THIS FIRST AMENDMENT is made this 1st day of October, 1990,  
by PARKVILLE DEVELOPMENT COMPANY, a Missouri General Partnership  
(hereinafter referred to as "Developer"). *Address*  
13 1/2 E. Ellenberg & Co, 1101 Walnut, Kansas City, MO 64106  
RECITALS:

1. The Developer is owner and developer of a planned community known as RISS LAKE, located in Parkville, Platte County, Missouri; and
2. The Developer on March 1, 1988, adopted a "Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Riss Lake, Parkville, Missouri" (hereinafter referred to as the "Declaration"). The Declaration was recorded in Platte County, Missouri, on March 9, 1988, at Book 715, Page 312; and  
*as Document No. 2072*
3. The "Development Period" as defined in Section 1.13 of the Declaration is still running; and
4. Pursuant to the power and authority contained in Subsection 15.02(b) of the Declaration, the Developer hereby amends and supplements the Declaration to correct certain technical deficiencies of the Declaration that the Developer has determined exist.

NOW, THEREFORE, in consideration thereof, and pursuant to the Developer's power and authority, the Declaration is hereby amended and supplemented as follows:

ARTICLE ONE

1.01 Sections 1.33 through 1.36 are hereby renumbered to Sections 1.34 through 1.37, *with the following exception:*

1.02 A new Section 1.33 is hereby added to the Declaration to read as follows:

Section 1.33. Shoreline Easement Area. The "Shoreline Easement Area" shall mean and refer to all property, abutting and adjacent to any Waterway that lies between such Waterway and the boundary line of any adjacent Lot. This shall

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include, but not be limited to, any Property (including Common Property) located between the lake and the rear property line of any Lot."

#### ARTICLE TWO

- 2.01 Section 6.02(a) of the Declaration is hereby amended by deleting in its entirety the last sentence of such Section beginning with the words "For the purposes ..." and ending with "... with the Association." The remainder of Section 6.02(a) is not amended and is hereby restated.

#### ARTICLE THREE

- 3.01 A new Section 6.02(c) is hereby added to the Declaration, to read as follows:

"(c) Notwithstanding any other provisions of this Declaration, no person, including but not limited to any Owner, Member, Resident, Tenant, Guest or any other person or entity, but not including the Association or the Developer, may build or place any Structure on any Common Property, even if only on a temporary basis, nor may move, trim or remove any trees, shrubs, natural rocks or previously authorized Structures from any Common Property without the prior written approval of the DORC and the Association Board. Any violation of this Section shall be deemed to be damage or destruction of the affected Common Property."

#### ARTICLE FOUR

- 4.01 Section 10.01(e) of the Declaration is hereby amended by deleting it in its entirety (but not any subsections thereof) and in lieu thereof, inserting a new Section 10.01(e) to read as follows:

"10.01(e) The Shoreline Easement Area is expressly reserved to the Developer, the Association, its members, designers, successors and assigns for the privilege of using and enjoying such Shoreline Easement Area subject to this Declaration and the following:"

4.02 Subsections (i) and (ii) of Section 10.01(e) are not amended or altered hereby and are restated in their entirety.

4.03 Subsection 10.01(e)(iii) is hereby amended by deleting it in its entirety and in lieu thereof inserting a new Subsection 10.01(e)(iii) to read as follows:

"(iii) Each Owner of any Lot abutting any Shoreline Easement Area shall keep such Shoreline Easement Area free from debris, trash and rubbish. The Association shall be responsible for additional maintenance of all Shoreline Easement Areas."

4.04 A new Subsection 10.01(e)(iv) is hereby added to the Declaration to read as follows:

"(iv) Notwithstanding any other provisions of this Declaration, no person, including but not limited to any Owner, Member, Resident, Tenant, Guest or any other person or entity, but not including the Association or the Developer, may build or place any Structure on any Shoreline Easement Area, even if only on a temporary basis, nor may mow, trim or remove any trees, shrubs, natural rocks or previously authorized Structures from any Shoreline Easement Area without the prior written approval of the DDRC and the Association Board. Any violation of this Section shall be deemed to be damage or destruction of Common Property."

4.05 A new Subsection 10.01(e)(v) is hereby added to the Declaration to read as follows:

"(v) The purpose of the Shoreline Easement Area is to require that the area designated as Shoreline Easement Area be left in its natural state so that no trees or shrubs are cut or trimmed, nor any rocks are removed, added or moved. All interpretations, prohibitions, rights and responsibilities associated with the Shoreline Easement Area shall be made with this general purpose in mind."

#### ARTICLE FIVE

5.01 Section 11.01(a) is hereby amended by deleting the phrase "and Shoreline Easement Area" in the first sentence. The remainder of Section 11.01(a) is not amended and is hereby restated in its entirety.

**ARTICLE SIX**

6.01 Section 13.01 of the Declaration is hereby amended by deleting it in its entirety (but not any subsections thereof) and in lieu thereof, inserting a new Section 13.01 to read as follows:

"13.01 Restrictions for Waterfront Lots: Any lot which shall abut upon any lake, retention pond, stream, river, canal or other waterway (herein collectively referred to as "waterways"), or shall abut upon any Shoreline Easement Area shall be herein referred to as a "waterfront lot or site", and shall be subject to the following additional restrictions."

6.02 Subsections (a), (b) and (c) of Section 13.01 are not amended or altered hereby and are restated in their entirety.

**ARTICLE SEVEN**

In all other respects all provisions of THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS FOR RISS LAKE, PARKVILLE, MISSOURI, by the Parkville Development Company not amended or deleted by this FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS FOR RISS LAKE, PARKVILLE, MISSOURI, are hereby restated, ratified and confirmed.

IN WITNESS WHEREOF, the Developer has caused this FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS FOR RISS LAKE, PARKVILLE, MISSOURI, to be duly executed and effective the day and year first above written.

PARKVILLE DEVELOPMENT COMPANY,  
A Missouri General Partnership

By: \_\_\_\_\_

*John Rubenstein*  
John Rubenstein  
Managing General Partner

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STATE OF MISSOURI )  
COUNTY OF Jackson ) SS

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On this 1st day of October, 1990, before me personally appeared John Rubenstein, to me personally known, who, being by me duly sworn did say that he is the Managing General Partner of Parkville Development Company, a Missouri General Partnership, and that said instrument was signed on behalf of said Partnership and acknowledged to me that he executed the same as the free act and deed of said Partnership.

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

Michelle A. Modjeski  
MICHELLE A. MODJESKI, Notary Public

My Commission Expires:

MICHELLE A. MODJESKI  
Notary Public State of Missouri  
Commission in Jackson County  
My Commission Expires August 31, 1991



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Cathy Helen Caputo  
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SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS,  
CHARGES, ASSESSMENTS AND LIENS FOR  
RISS LAKE, PARKVILLE, MISSOURI

THIS SECOND AMENDMENT is made this 8<sup>th</sup> day of February, 1994, by PARKVILLE DEVELOPMENT COMPANY, a Missouri General Partnership (hereinafter referred to as "Developer") whose address is c/o Investors Advisory Services, Inc., 7007 College Blvd., Suite 260, Overland Park, Kansas 66211.

**RECITALS:**

1. The Developer is owner and developer of a planned community known as RISS LAKE, located in Parkville, Platte County, Missouri; and
2. The Developer on March 1, 1988, adopted a "Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Riss Lake, Parkville, Missouri" (hereinafter referred to as the "Declaration") pertaining to the real property more fully described on Exhibit A attached hereto and incorporated herein by reference. The Declaration was recorded in Platte County, Missouri, on March 9, 1988, at Book 715, Page 312 as Document No. 2072; and
3. The "Development Period" as defined in Section 1.13 of the Declaration is still running; and
4. Pursuant to the power and authority contained in the Declaration, the Developer hereby amends and supplements the Declaration as more fully set forth herein.

NOW, THEREFORE, in consideration thereof, and pursuant to the Developer's power and authority, the Declaration is hereby amended and supplemented as follows:

1. Section 3.02 entitled "Members" and Section 3.03 entitled "Voting Rights" are hereby deleted and amended in their entirety as follows:

"3.02 Members.

(a) During the Development Period, the Association shall have five (5) classes of Members: Class A, Class B, Class C, Class D, and Class E.

(i) Each Owner of one or more Lots designated as Residential Property shall be a Class A Member.

(ii) Each Owner of one or more Lots designated for non-residential use shall be a Class B Member.

D) Except as provided below, Class E memberships shall run with the land owned by said Class E Member in the Meadows subdivision ("Class E Lots"). Any transferee of a Class E Lot shall have thirty (30) days from the date of the Class E Lot transfer to elect to become a Class E Member. Such election shall be by written notice, hand delivered or mailed by certified mail, return receipt requested, (deemed delivered upon depositing said notice with the U.S. Postal Service) by the Class E Lot transferee to the Association. In the event the transferee elects not to be a Class E Member or in the event any Class E membership in the Association is terminated for any reason, whether voluntary or involuntary (including but not limited to a Class E Members failure to timely pay Assessments) or any Eligible Meadows Homeowner elects not to join the Association for any reason, such privilege to be a Class E Member in the Association shall terminate forever as to that Eligible Meadows Homeowner and any Class E Lot owned by that Eligible Meadows Homeowner. The Association may record a covenant against any Class E Lot setting forth the provisions of this Section.

(b) After the Development Period, Class D membership will terminate. The Developer will then become a Class A Member or Class B Member, or both, if it holds a qualifying interest in the appropriate types of property and shall remain a Class A Member or Class B Member, or both, as long as it continues to hold such interest.

(c) Membership shall be appurtenant to and may not be separated from ownership of, or, as applicable, tenancy with respect to, any Lot or Living Unit which is subject to assessment as provided herein.

### 3.03 Voting Rights.

(a) Each Class A Member shall be entitled to vote on all matters on which Members generally or Class A Members in particular vote.

(b) Each Class B Member shall be entitled to vote on all matters on which Members generally or Class B Members in particular vote.

(c) Each Class C Member shall be entitled to vote on all matters on which Members generally or Class C Members in particular vote.

(iii) Each Tenant of Residential Property, which Residential Property has been approved as rental unit by a majority of the Association Board, shall be a Class C Member.

(iv) The Developer shall be the Class D Member.

(v) The Association shall not be a Member and, during the Development Period, the Developer shall not be a Member of Class A or Class B.

(vi) Each "Eligible Meadows Homeowner" (as that term is defined below) who elects to become a Member of the Association pursuant to the provisions set forth below shall be a Class E Member.

A) Class E membership will be offered on a one time basis to those Meadows subdivision home owners who are Members of the Meadows Homes Association and who contracted to purchase their homes prior to January 1, 1992 ("Eligible Meadows Homeowner(s)"). Eligible Meadows Homeowners must accept Class E memberships within sixty (60) days of their receipt of notice to join the Association or their right to become Class E Members shall terminate forever. Acceptance of Class E Membership shall be evidenced by payment of the Assessment due the Association pursuant to subparagraph (C) below.

B) Class E Members shall only be entitled to use the Lake and Marina facilities. Class E Members shall not be entitled to use any other Association amenity.

C) Class E Members shall pay Association Assessments in an amount equivalent to the difference between the Assessments of the Association and the Assessments or Dues of the Meadows Homes Association, provided that such amount shall not be less than \$250.00 on an annual basis. In the event of any increase in the dues or Assessments of the Association or the Meadows Homes Association, Class E members shall pay such increase to the respective association, provided that the amount due Riss Lake Community Association shall not be less than \$250.00 on an annual basis.



(d) The Class D Member shall be entitled to vote on all matters on which Members generally or Class D Members in particular vote. The Class D Member shall have two (2) votes for each of all of the other votes outstanding on a particular issue being voted upon.

(e) Each Class E Member shall be entitled to vote only on matters which pertain to the Lake and the Marina facilities.

(f) Each Member shall have one (1) vote for each interest held by such Member which entitles such member to be a Member except as provided in Section 3.03(d) above and except as follows:

(i) the Owner of one (1) or more lots designated for multiple family residential use shall have one (1) vote for each acre or fraction thereof owned.

(ii) The Owner of one (1) or more lots designated for nonresidential use shall have one (1) vote for each one thousand (1,000) square feet of developed net leasable space owned.

(iii) Class C Members shall have one-half (1/2) votes.

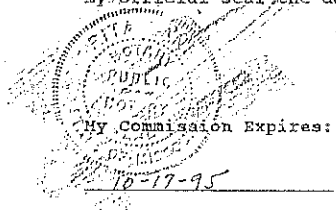
(g) Anything in subsection (d) of this Section to the contrary notwithstanding, where a Lot is owned of record in any manner of joint or common ownership, the joint or common Owners thereof shall share among them the rights (including voting rights) given to an Owner pursuant to this Declaration, which they shall be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly determine. With respect to voting rights in particular, joint or common ownership of a Lot shall entitle the Owners thereof to a total of one (1) vote, to be exercised in whatever manner they shall jointly determine.

(h) In the event that the tenancy of a Living Unit is in the name of more than one (1) person in any manner of joint or common tenancy, the joint or common owners of such tenancy shall share among them the rights (including voting rights) given to a Tenant pursuant to this Declaration, which they shall be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly determine. With respect to voting rights in particular, joint or common ownership of a tenancy, including but not limited to the designation in any approved lease of more than one person as lessee, shall entitle the owners of such tenancy, or the names lessees,

STATE OF MISSOURI )  
COUNTY OF Jackson ) SS

On this 8th day of February, 1994, before me personally appeared Geoffrey B. Friedman, to me personally known, who, being by me duly sworn did say that he is a Manager of Parkville Development Company, a Missouri General Partnership, and that said instrument was signed on behalf of said Partnership and acknowledged to me that he executed the same as the free act and deed of said Partnership.

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



Rita Lane, Notary Public

RITA LANE  
Notary Public - State of Missouri  
Commissioned in Clay County  
My Commission Expires Oct. 17, 1995

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to a total of one-half (1/2) vote, to be exercised in whatever manner they shall jointly determine.

(i) Subject to the provisions of this Declaration and the Association's By-Laws, the Association Board may make, amend or rescind such rules and regulations as it deems advisable for any meeting of Members, Association vote, referendum or election.

(j) Subsections (a) through (h) of this Section 3.03 are subject to the power of the Association Board to suspend the voting rights of any Member pursuant to Section 3.06."

2. The following sentence shall be added as the last sentence to Section 3.07 entitled "Termination of Membership":

"Class E memberships shall terminate in the event that the Association Board suspends the voting rights of a Class E Member as provided in Section 3.06."

3. In all other respects all provisions of the Declarations, as amended, are hereby restated, ratified and confirmed.

IN WITNESS WHEREOF, the Developer has caused this SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES, ASSESSMENTS AND LIENS FOR RISS LAKE, PARKVILLE, MISSOURI, to be duly executed and effective the day and year first above written.

DEVELOPER

PARKVILLE DEVELOPMENT COMPANY,  
A Missouri General Partnership

BY: Geoffrey B. Friedman  
Geoffrey B. Friedman,  
Manager

EXHIBIT "A"  
PHASE I LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri, described as follows: Beginning at a point on the North line of the Northwest Quarter of said Section 25, which is 1344 feet East of the Northwest corner of said Section 25, thence West along the North line of said Section 25, a distance of 912 feet to a point, thence South 276 feet, thence 524 feet, thence South 401.5 feet, thence East 388 feet, thence North 677.5 feet to the point of beginning;

ALSO, the North half of the Northeast Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, the Northwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri, EXCEPT a tract in the Northwest Quarter of said Section 25, described as follows: Beginning at the Northwest corner of said Section 25, and running East 1344 feet; thence South 677.5 feet, thence West 1344 feet to a stone, thence North 677.5 feet to the point of beginning;

ALSO, the West half of the Southwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, 50 acres off the North end of the East half of the Southwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, the South 30 acres of the East half of the Southwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, the West 40 acres of the South 140 acres of the Southeast Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, all that part of the East half of the Northeast Quarter of Section 26, Township 51, Range 34, Parkville, Platte County, Missouri, lying East of the centerline of the Missouri State Highway 19, as now established, and South of a line drawn 610.92 feet North of and parallel with the South line of said Quarter Section;

ALSO, all that part of Section 26, Township 51, Range 34, Parkville, Platte County, Missouri, described as follows: Beginning at a point on the South line of said Section 26, at a point 640.6 feet East of the centerline of the Old Parkville to Platte City Road or Main Street in the City of Parkville; thence North 490 feet; thence East 155 feet; thence North 173.8 feet; thence North 30 degrees 09 minutes 18 seconds West 342.14 feet; thence North 19

degrees 20 minutes 30 seconds West 160 feet; thence North 3 degrees 58 minutes West 135 feet to a line 1246.7 feet North of and parallel with the South line of said Section 26; thence West along said line and parallel with the South line of said Section 26 410 feet to a point in the centerline of the Old Parkville to Platte City Road; thence North 0 degrees 24 minutes West along said centerline 290 feet; thence North 13 degrees 44 minutes East along said centerline of said road 270.5 feet; thence North 0 degrees 54 minutes East along the said centerline of said road 331.5 feet to the North line of the Southeast Quarter of said Section 26; thence East along the North line of the Southeast Quarter of said Section 26 a distance of 1251.1 feet to the Northeast corner of the Southeast Quarter of said Section 26; thence South along the East line of said Section 26 to the Southeast corner of said Section 26; thence West along the South line of said Section 26 to the point of beginning; EXCEPT the Walnut Grove Cemetery, more particularly described as follows: Beginning at a point on the centerline of the Old Parkville to Platte City Road 1925 feet North of the South line of said Section 26; thence running North 89 degrees 40 minutes 05 seconds East and parallel with the South line of said Section 26 a distance of 264 feet; thence North 1 degree 40 minutes West 470 feet; thence North 85 degrees 36 minutes 40 seconds West 243.05 feet to the centerline of the Old Parkville to Platte City Road; thence South 0 degrees 56 minutes West along the centerline of said Old Parkville to Platte City Road; 490 feet to the point of beginning;

ALSO, part of the Northeast Quarter of Section 35, Township 51, Range 34, Platte County, Missouri, described as follows: Beginning at the Northeast corner of said Section 35; thence South along the Section line between Sections 35 and 36 a distance of 1086.86 feet to the centerline of the present Woodward Road; thence Northwestwardly along the centerline of said Woodward Road until the intersection of said road and 12th Street in the City of Parkville is reached; thence Northeasterly perpendicular to the North line of 12th Street 20 feet to the North line of said 12th Street in the City of Parkville; thence along the North line of said 12th Street to the Southeast corner of Lot 1 in Block 51, City of Parkville; thence Northeasterly along the Easterly line of Lots 1 and 2 in Block 51, in the City of Parkville, to the Southeast corner of Lot 19, in Block 51, City of Parkville; thence Westerly along the South line of Lot 19, in Block 51, City of Parkville; to the Easterly line of State Highway 19; thence Northeasterly along the Easterly line of State Highway 19 to the North line of said Section 35; thence East along the North line of said Section 35 to the point of beginning; EXCEPT Lots 1 and 2, Block 52, City of Parkville; ALSO EXCEPT all that part of the Northeast Quarter of Section 35, Township 51, Range 34, described as follows: Beginning at the Northeast corner of Block 52, in the City of Parkville; thence Easterly along the Easterly prolongation of the Northerly line of said Block 52, a distance of 156 feet to the centerline of a dirt road as now graded and used; thence Southerly along the centerline of said road 164.2 feet to the point of intersection with the Easterly prolongation of the Southerly line of said Block 52; thence westerly 119 feet along the Easterly prolongation of the Southerly line of Block 52 to the Southeast corner of said Block 52; thence Northerly along the East line of said Block 52 to the point of beginning.

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"COMMON PROPERTY"

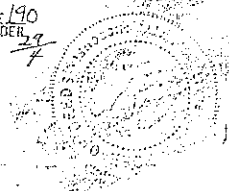
As shown in the Plat of Riss Lake recorded in the Recorder of Deed's Office of Platte County, Missouri as the "Common Area" and including the following tracts as shown thereon:

- Tract A
- Tract B
- Tract C
- Tract D
- Tract E
- Tract F
- Tract G
- Tract H
- Tract I

STATE OF MISSOURI  
COUNTY OF PLATTE) SS  
I CERTIFY INSTRUMENT RECEIVED

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RECORDED BOOK 807 PAGE 190  
IDA COX, PLATTE CO. RECORDER  
*Eloria Boyer*  
*Deputy*



BOOK 0807 PAGE 190

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THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
CHARGES, ASSESSMENTS AND LIENS FOR  
RISS LAKE, PARKVILLE, MISSOURI

This Third Amendment is made as of the 1st day of October, 1994, by Riss Lake Community Association, Inc., a Missouri general not-for-profit corporation (hereinafter referred to as "Association.")

RECITALS:

1. Parkville Development Company ("Developer") is owner and developer of a planned community known as Riss Lake, located in Parkville, Platte County, Missouri; and
2. The Developer on March 1, 1988, adopted a "Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Riss Lake, Parkville, Missouri" (hereinafter referred to as the "Declaration") pertaining to the real property more fully described on Exhibit "A" attached hereto and incorporated herein by reference. The Declaration was recorded in Platte County, Missouri, on March 9, 1988, at Book 715, Page 312 as Document No. 2072; and
3. Riss Lake Community Association, Inc. is a general not-for-profit Missouri corporation authorized by the Declaration to promote the common good and general welfare of the residents, members and owners of the property within the subdivision known as "Riss Lake"; and
4. Members of the Association have voted to amend the Declaration in compliance with Section 15.02(a) of the Declaration; and
5. Pursuant to the power and authority contained in the Declaration, the Association hereby amends and supplements the Declaration as more fully set forth herein.

NOW, THEREFORE, in consideration thereof, and pursuant to the power and authority provided to the Association as set forth in the Declaration, the Declaration is hereby amended and supplemented as follows:

1. ARTICLE XII, Section 12.05(c) is hereby amended by adding Section 12.05(e)(v) to read as follows:

12.05

(c)

(v) Notwithstanding anything herein to the contrary, the residences on the east side of Riss Lake Drive, located in Riss Lake Manor, shall contain a minimum of one thousand six hundred (1,600) sq. ft. of enclosed floor area; any

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residence containing one and one-half (1 1/2) stories shall contain a minimum of one thousand four hundred (1,400) sq. ft. of enclosed floor area on the first level and a minimum of five hundred (500) sq. ft. of enclosed floor area on the second level; any residences consisting of two levels above ground shall contain a minimum of one thousand (1,000) sq. ft. of enclosed floor area on the first above ground level and a minimum of one thousand (1,000) sq. ft. of enclosed floor area on the second above ground level.

- 2. In all other respects, all provisions of the Declaration, as amended, is hereby restated, ratified and confirmed,

IN WITNESS WHEREOF, Riss Lake Community Association, Inc. has caused this Third Amendment to the Declaration of Covenants, Restrictions, Easements, Charges, Assessments and Liens for Riss Lake, Parkville, Missouri, to be duly executed and effective as of the day and year first above written.

RISS LAKE COMMUNITY ASSOCIATION, INC.

By John Wilson  
John Wilson, President

STATE OF MISSOURI )  
COUNTY OF CLAY ) ss.

On this 6 day of April, 1995, before me personally appeared John Wilson, to me personally known, who, being by me duly sworn did say that he is the President of Riss Lake Community Association, Inc., and that said instrument was signed on behalf of said Association and acknowledged to me that he executed the same as the free act and deed of said Association.

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

Ronda K. Zouma  
Notary Public

My Commission Expires:

August 12, 1995

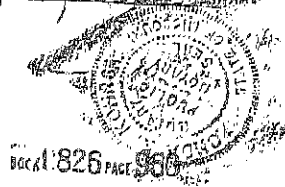




EXHIBIT 'A'

PHASE I LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri, described as follows: Beginning at a point on the North line of the Northwest Quarter of said Section 25, which is 1344 feet East of the Northwest corner of said Section 25, thence West along the North line of said Section 25, a distance of 912 feet to a point, thence South 276 feet, thence East 524 feet, thence South 401.5 feet, thence East 388 feet, thence North 677.5 feet to the point of beginning;

ALSO, the North half of the Northeast Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, the Northwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri, EXCEPT a tract in the Northwest Quarter of said Section 25, described as follows: Beginning at the Northwest corner of said Section 25, and running East 1344 feet; thence South 677.5 feet, thence West 1344 feet to a stone, thence North 677.5 feet to the point of beginning;

ALSO, the West half of the Southwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, 50 acres off the North end of the East half of the Southwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, the South 30 acres of the East half of the Southwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

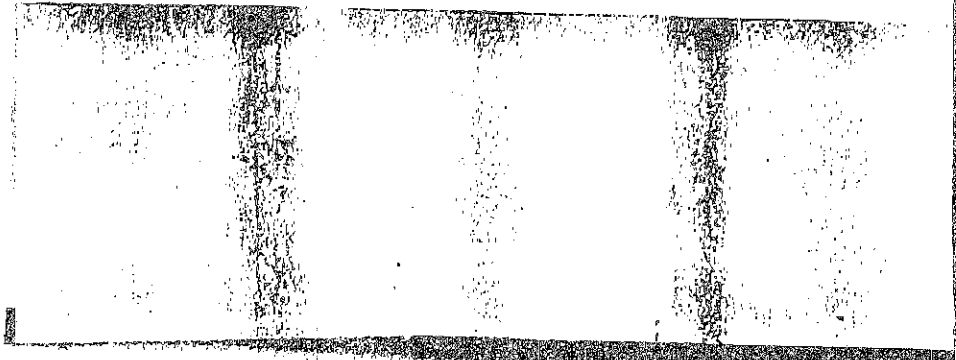
ALSO, the West 40 acres of the South 140 acres of the Southeast Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, all that part of the East half of the Northeast Quarter of Section 26, Township 51, Range 34, Parkville, Platte County, Missouri, lying East of the centerline of the Missouri State Highway 69, as now established, and South of a line drawn 670.92 feet North of and parallel with the South line of said Quarter Section;

ALSO, all that part of Section 26, Township 51, Range 34, Parkville, Platte County, Missouri, described as follows: Beginning at a point on the South line of said Section 26, at a point 640.6 feet East of the centerline of the Old Parkville to Platte City Road or Main Street in the City of Parkville; thence North 490 feet; thence East 155 feet; thence North 173.8 feet; thence North 30 degrees 09 minutes 18 seconds West 341.34 feet; thence North 19 degrees 20 minutes 30 seconds West 160 feet; thence North 3 degrees 58 minutes West 135 feet to a line 1246.7 feet North of and parallel with the South line of said Section 26; thence West along said line and parallel with the South line of said Section 26 410 feet to a point in the centerline of the Old Parkville to Platte City Road; thence North 0 degrees 24 minutes West along said centerline 290 feet; thence North 13 degrees 44 minutes East along said centerline of said road 270.5 feet; thence North 0 degrees 54 minutes East along the said centerline of said road 831.6 feet to the

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North line of the Southeast Quarter of said Section 26; thence East along the North line of the Southeast Quarter of said Section 26, a distance of 1231.1 feet to the Northeast corner of the Southeast Quarter of said Section 26; thence South along the East line of said Section 26 to the Southeast corner of said Section 26; thence West along the South line of said Section 26 to the point of beginning; EXCEPT the Walnut Grove Cemetery, more particularly described as follows: Beginning at a point on the centerline of the Old Parkville to Platte City Road 1925 feet North of the South line of said Section 26; thence running North 89 degrees 40 minutes 05 seconds East and parallel with the South line of said Section 26 a distance of 264 feet; thence North 1 degree 40 minutes West 470 feet; thence North 85 degrees 35 minutes 40 seconds West 243.06 feet to the centerline of the Old Parkville to Platte City Road; thence South 0 degrees 56 minutes West along the centerline of said Old Parkville to Platte City Road; 490 feet to the point of beginning;

ALSO, apart of the Northeast Quarter of Section 35, Township 51, Range 34, Platte County, Missouri, described as follows: Beginning at the Northeast corner of said Section 35; thence South along the Section line between Sections 35 and 36 a distance of 1086.86 feet to the centerline of the present Woodward Road; thence Northwestwardly along the centerline of said Woodward Road until the intersection of said road and 12th Street in the City of Parkville is reached; thence Northeastly perpendicular to the North line of 12th Street 20 feet to the North line of said 12th Street in the City of Parkville; thence along the North line of said 12th Street to the Southeast corner of Lot 1 in Block 51, City of Parkville; thence Northeastly along the Easterly line of Lot 1 and 2 in Block 51, in the City of Parkville, to the Southeast corner of Lot 19, in block 51, City of Parkville; thence Westery along the South line of Lot 19, in Block 51, City of Parkville, to the Easterly line of State Highway 89; thence Northeastly along the Easterly line of State Highway 89 to the North line of said Section 35; thence East along the North line of said Section 35 to the point of beginning; EXCEPT Lots 1 and 2, Block 52, City of Parkville; ALSO EXCEPT all that part of the Northeast Quarter of Section 35, Township 51, Range 34, described as follows: Beginning at the Northeast corner of Block 52, in the City of Parkville; thence Easterly along the Easterly prolongation of the Northerly line of said Block 52, a distance of 156 feet to the centerline of a dirt road as now graded and used; thence Southerly along the centerline of said road 164.2 feet to the point of intersection with the Easterly prolongation of the Southerly line of said Block 52; thence westerly 119 feet along the Easterly prolongation of the Southerly line of Block 52 to the Southeast corner of said Block 52; thence Northerly along the East line of said Block 52 to the point of beginning.

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"COMMON PROPERTY"

As shown in the Plat of Rice Lake recorded in the Recorder of Deeds Office of Platte County, Missouri as the "Common Area" and including the following tracts as shown thereon:

- Tract A
- Tract B
- Tract C
- Tract D
- Tract E
- Tract F
- Tract G
- Tract H
- Tract I

STATE OF MISSOURI  
COUNTY OF PLATTE  
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*Sharon Bright*  
*Deputy*



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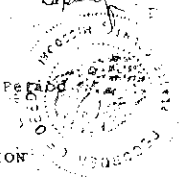
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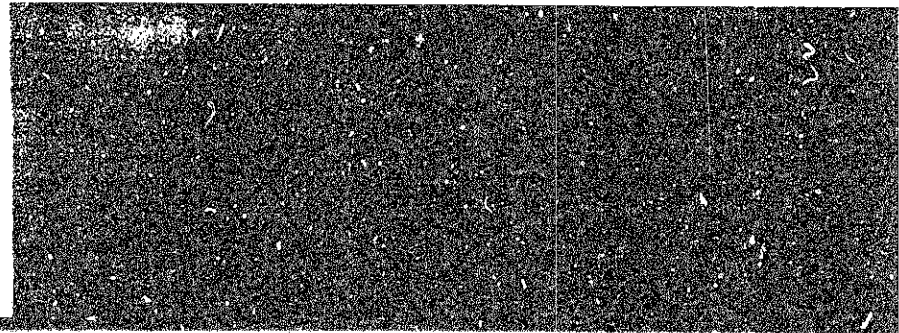
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DECLARATION OF COVENANTS, RESTRICTIONS,  
EASEMENTS, CHARGES, ASSESSMENTS AND LIENS FOR  
RISS LAKE, PARKVILLE, MISSOURI

THIS DECLARATION is made this 1st day of March, 1988,  
by PARKVILLE DEVELOPMENT COMPANY, a Missouri general  
partnership (hereinafter "Developer").

WHEREAS, the Developer is the owner of certain hereinafter  
described land located in Platte County, Missouri; and

WHEREAS, the Developer desires to create thereon a planned  
community to be known as RISS LAKE containing diverse areas  
for, but not limited to, any of (but not necessarily all of)  
the following: condominiums, townhouses, detached dwellings,  
multiple family residences, single family residences,  
commercial neighborhood services, etc., to be known as Riss  
Lake with various open spaces, green spaces, utilities, common  
forest areas, roadways, lakes, streams, swimming pools,  
clubhouses, bike, walking and riding trails, playgrounds and  
buffer zones, all for the benefit of the Residents, Members and  
Owners of Property in the said Riss Lake community; and

WHEREAS, the Developer desires to provide for the  
preservation of the values and amenities in said community and  
for the maintenance of common use areas including any  
improvements located thereon; and, to this end, desires to  
subject the real property hereinafter described to the  
covenants, restrictions, easements, charges and liens  
hereinafter set forth, each and all of which is and are for the  
benefit of said property and each owner thereof; and

WHEREAS, the Developer has deemed it desirable, for the  
efficient preservation of the values and amenities of said  
community, to create an agency to which should be delegated and  
assigned the power of maintaining and administrating and  
enforcing the covenants and restrictions and collecting and  
disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer will incorporate under the laws of  
the State of Missouri, a not-for-profit corporation for the  
purpose of exercising the functions herein described.

NOW, THEREFORE, the Developer hereby declares that the land  
described in Exhibit "A" (hereinafter referred to as "Phase I"  
or the "Property") attached hereto and incorporated herein  
shall be held, sold, used and conveyed subject to the following  
covenants, restrictions, easements, charges and liens, all of  
which are for the purpose of promoting the common good and  
general welfare of the Residents, Members and Owners of  
Property and thereby enhancing and protecting the value.

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desirability and attractiveness of the Property (as herein defined). These covenants, restrictions, easements, charges and liens shall run with the land and with the title to the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and, subject to the limitations herein provided, shall inure to the benefit of each Owner (as herein defined), his or its heirs, grantees, distributees, personal representatives, successors and assigns, the Association (as herein defined), each Resident (as herein defined) and the Developer.

ARTICLE I

Definitions

The following terms, when used in this Declaration, or in any supplemental Declaration made effective against the Property according to law, and when the first letters thereof are capitalized, shall have the following meanings (except as otherwise expressly provided or unless the context otherwise requires):

1.01 Annexation Property. "Annexation Property" shall mean and refer to real property presently owned by the Developer (hereinafter defined) or acquired by the Developer in the future and integrated by it into the Development Plan (hereinafter defined), as it may be modified from time to time, and not yet subject to this Declaration.

1.02 Assessable Property. "Assessable Property" shall mean and refer to the Property (as herein defined), together with all permanent structural improvements thereon, except such part or parts thereof as may from time to time constitute "Nonassessable Property" (as herein defined).

1.03 Assessments. The term "Assessments" shall have the meaning specified in Article IV, and Assessments shall include Annual Assessments and Special Assessments as such terms are defined in Article IV.

1.04 Association. "Association" shall mean and refer to the Riss Lake Community Association, Inc., a not-for-profit Missouri corporation, or any successor thereof charged with the duties and obligations set forth herein. "Area Association" shall have the meaning set forth in Section 3.10 hereof.

1.05 Association Board. "Association Board" shall mean and refer to the Board of Directors of the Association.

1.06 Common Property. "Common Property" shall mean and refer to the improved or unimproved real property, Structures and personal property in which the Association or the Developer

owns an interest as designatee for the common use and enjoyment of the Owners and Residents, as such areas are shown on any recorded subdivision plat of the Property or portion thereof, and including such areas as are identified as common area, and as shown on the attached Exhibit "B". Such interest or interests may include, without limitation, estates in fee, easements, leaseholds or licenses. Notwithstanding any legal presumption to the contrary, the fee title to any land shown upon any filed or recorded map or plat of any part of the Property which shall be designated as "Common Property" shall be reserved to the Developer until such time as the same shall be conveyed to the Association.

1.07 Completed Unit. "Completed Unit" shall mean and refer to a Living Unit upon which construction is completed and which has been or is, in fact, occupied.

1.08 DDRC. "DDRC" shall mean and refer to the Design and Development Review Committee which shall have the duties and functions specified in Article VIII hereof.

1.09 Declaration. "Declaration" shall mean and refer to this Declaration of Covenants, Restrictions, Easements, Charges and Liens, as the same may from time to time be supplemented or amended in the manner prescribed herein.

1.10 Deed. "Deed" shall mean and refer to a deed, assignment or other recordable instrument conveying the fee simple title to a Lot (as herein defined) or a recorded land sale contract, contract for deed or similar instrument which requires the vendee to make periodic payments towards the purchase price for the purpose of eventually obtaining the fee simple title to a Lot.

1.11 Developer. "Developer" shall mean and refer to Parkville Development Company, a Missouri general partnership and its successors and assigns.

1.12 Development Guidelines. "Development Guidelines" shall mean and refer to the rules, regulations and policy statements adopted, promulgated, revised and amended by the Developer and enforced by the DDRC pursuant to Article VIII of this Declaration.

1.13 Development Period. "Development Period" shall mean and refer to a period commencing upon the execution date hereof, and terminating upon the earliest to occur of: twenty (20) years from such date; or the date when the Developer no longer has the absolute right to elect a majority of the Association Board as provided in Article III hereof; or, upon the election of the Developer, at any time the Developer elects to end the Development Period.

1.14 Development Plan. "Development Plan" shall mean and refer to each and every subdivision plat, together with all amendments thereto, filed with respect to any portion of the Property together with the Development Guidelines herein defined.

1.15 Director. "Director" shall mean and refer to a member of the Association Board.

1.16 Easement Area. "Easement Area" shall mean that property or portion of properties described within an easement on the Development Plan filed or to be filed for record by the Developer, and from time to time by recorded instrument, reserved for the easement purposes set forth in such instruments and generally described in Article X hereof and including access easement areas, and shall refer to those areas on each Lot, the Common Property or Property with respect to which easements are shown on a recorded deed or on any filed or recorded map or plat relating thereto and such term shall include the "Shoreline Easement Area".

1.17 Interested Person. "Interested Person" shall mean and refer to any (a) officer, director or employee of the Developer; (b) entity of which any individual described in (a) above or the Developer, directly or indirectly, has a controlling interest; (c) entity which has contributed capital to the Developer; or (d) entity which holds subordinated debt of the Developer. For purposes of this definition, any direct or indirect ownership or control held by an individual's spouse, or by any parent, child, grandchild, brother or sister of such individual or such individual's spouse shall be attributed to such individual.

1.18 Living Unit. "Living Unit" shall mean and refer to any Structure or portion of a Structure situated upon the Property designed and intended for use and occupancy as a residence by a single person, a family or a "family-sized" group of persons.

1.19 Lot. "Lot" shall mean and refer to any plot or parcel of land, including a condominium unit, shown on a plat or subdivision map of any part of Platte County, Missouri, or any other lot or parcel of land, including a condominium unit, constituting part of the Property described in a Deed from the Developer or any subsequent Owner, which Deed has been recorded in the Recorder of Deeds Office of Platte County, Missouri with the exception of Common Property, together with all permanent structural improvements thereon.

1.20 Member. "Member" shall mean and refer to every person or entity holding membership in the Association, as set forth in Article III.

1.21 Nonassessable Property. "Nonassessable Property" shall mean and refer to the following parts of the Property:

(a) all Common Property;

(b) all land designated "Common Property" upon any map or plat of any part of the Property filed in the Recorder of Deeds Office of Platte County, Missouri; and

(c) all land, including permanent improvements thereon, which is exempted from real property taxation by applicable law and which is also exempted from assessment under this Declaration by vote of a two-thirds (2/3) majority of the Association Board.

1.22 Nonresidential Property. "Nonresidential Property" shall mean and refer to any Property or building or any portion of a building which has a nonresidential use and which is situated on Assessable Property. Structures constructed with Living Units, such as garages and swimming pools, shall be considered "residential".

1.23 Note. "Note" shall mean and refer to all notes, bonds, debentures or other evidences of indebtedness issued and sold by the Association.

1.24 Note Holder. "Note Holder" shall mean and refer to the holder of any Note and all trustees and other representatives of any such holder.

1.25 Owner. "Owner" shall mean and refer to the holder or holders of record title to the fee interest of any Lot or of any share, membership or other interest in any cooperative or other entity organized and operated for the purpose of making residential dwelling units available to its shareholders, members or other beneficiaries, which share, membership or other interest entitles the holder thereof to possession of any Living Unit within the Property. "Owner" shall include a contract for deed seller, but shall exclude a person having an interest merely as security for the performance of an obligation.

1.26 Property. "Property" shall mean and refer to that certain real property described more particularly in Exhibit "A" attached hereto and made a part hereof, together with such Annexation Property as the Developer may own or acquire and which the Developer makes subject to this Declaration by annexation pursuant to Article II hereof.

1.27 RDRC. "RDRC" shall mean and refer to a Residential Design Review Committee created pursuant to Article IX.

1.28 Resident. "Resident" shall mean and refer to any person who has registered with the Association as a "Resident" and who:

(a) owns a Living Unit within the Property and has manifested his present intent to reside in that dwelling even though he may be temporarily absent; or

(b) is actually living within the Property in the same household with a person described in either Section 1.28(a) or in Section 1.28(c), whether or not he is a member of the immediate family of such person; or

(c) is a Tenant.

1.29 Residential Area. "Residential Area" shall mean and refer to those areas within the Property zoned for residential use.

1.30 Residential Property. "Residential Property" shall mean and refer to any Property or building or any portion of a building which has a residential use, including Structures such as garages and swimming pools constructed and used with Living Units, and which is situated on Assessable Property.

1.31 Restriction. "Restriction" shall mean and refer to any covenant, restriction, easement, charge, assessment, lien or other obligation created or imposed by this Declaration.

1.32 Right of Action. "Right of Action" shall have the meaning specified in Article XVI hereof.

1.33 Structure. "Structure" shall mean and refer to:

(a) any thing or object, trees and landscaping, the placement, size, shape, color, height and quality of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building or part thereof, garage, porch, greenhouse or bathhouse, covered or uncovered patio, swimming pool, fence, curbing, paving, wall, fence or hedge, sign, appurtenance, signboard or any temporary or permanent improvement to such Lot; and

(b) any excavation, fill, ditch, diversion dam, retention basin or other thing or device which affects or alters the natural flow of waters from, through, under or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and

(C) any change in the grade of any Lot of more than six (6) inches.

1.34 Successor Entity. "Successor Entity" shall have the meaning specified in Section 17.08 hereof.

1.35 Tenant. "Tenant" shall mean any person who occupies a Living Unit as the named "lessee" under a written lease from an Owner and the leasing of such Living Unit has been approved by the Association Board as herein provided and required and delivers an executed copy of such lease to the Association.

1.36 Waterway. "Waterway" shall have the meaning specified in Section 13.01.

ARTICLE II

Annexation

2.01 Development Plan. The real property described in Exhibit "A" (hereinafter referred to both as "Phase I" and the "Property") is a portion of a larger area of land (hereinafter referred to as the "Project") which may, at Developer's option, be annexed, either in whole or in part, as part of the Property and made subject to this Declaration and developed pursuant to the Development Plan.

2.02 Right of Annexation.

(a) During the Development Period, the Developer reserves the right (without obligation) to annex all or any portion of the Annexation Property. Each Owner and each Resident, by the act of becoming such, shall be deemed to have acknowledged and agreed that:

(i) The Property described in Exhibit "A" and such Annexation Property as may be annexed hereto pursuant to Section 2.03 shall be the only land subject to the Declaration.

(ii) The Developer may annex all or any portion of the Annexation Property without the consent of any Owner, Resident, Tenant or of the Association; where any Annexation Property is not included in the Development Plan at the time of annexation.

(iii) Subject to the provisions of Section 2.02(ii) and the requirements of the Development Plan, nothing contained in this Declaration or in any recorded or unrecorded map, plat, picture, drawing, brochure or other representation of a scheme of development shall be construed as requiring Developer, or any successor or assignee thereof, to subject

to this Declaration any land, now or hereafter owned by the Developer, other than the Property.

(iv) Title to any Common Area located within such Annexation Property may be conveyed by the Developer to the Association without its consent or the consent of the Members, and shall be held, improved and administered in the same manner and for the same purposes as the Property described in Exhibit "A".

(v) The only manner in which any additional land can be subjected to this Declaration shall be by and in accordance with the procedure set forth in Section 2.03 or in Section 2.04.

(b) Prior to selling any Annexation Property, the Developer will annex such Annexation Property pursuant to Section 2.03 or will subject such Annexation Property to another set of covenants, restrictions, easements, charges and liens taking into consideration the best interests of the Owners and Residents of the Property except that the Developer may decline to annex certain portions of the Property which are designated in the Development Plan as reserve land.

2.03 Annexation Declaration. Annexation Property shall be subjected to the terms of this Declaration by recording a Declaration of Annexation in the Recorder of Deeds Office of Platte County, Missouri and which Declaration of Annexation shall:

(a) describe the property to be annexed (the "Annexation Property");

(b) declare that the Annexation Property is annexed pursuant to the provisions hereof and for the purpose of annexing the Annexation Property to the scheme of this Declaration and extending the jurisdiction of the Association to include the Annexation Property;

(c) declare that the Annexation Property has been or is being developed substantially in accordance with the Development Plan;

(d) provide for such complimentary additions and modifications to this Declaration as may be necessary to reflect the different character, if any, of the Annexation Property and as are not inconsistent with the provisions hereof and of the Development Plan;

(e) provide for other restrictions, conditions and allocations of rights and benefits not inconsistent with the provisions hereof and of the Development Plan, as appropriate;



(f) provide that Owners, upon recordation of such Declaration of Annexation, shall also have a right and nonexclusive easement of enjoyment in and to the Common Area within the Annexation Property in accordance with the provisions of such Declaration of Annexation 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; and

(g) provide a mechanism for creating an Area Association, if appropriate.

From and after recordation of any Declaration of Annexation in accordance with the provisions hereof, the Annexation Property shall be subject to the provisions of this Declaration and the jurisdiction of the Association pursuant to the terms of this Declaration.

2.04 Annexation after Development Period. After the Development Period, the Association may annex additional land to the Property by recording a Declaration of Annexation pursuant to Section 2.03. Any such annexation shall require the approval of two-thirds (2/3) of the Members voting in person or by proxy at an Association meeting at which a quorum is present or voting in a referendum on such issue after proper notice is given.

2.05 Right of Deannexation. The Association, upon a majority vote of the Association Board (as herein established and defined) may deannex and release any portion of the Property or any portion of the Annexation Property from this Declaration, from any Declaration of Annexation and from the jurisdiction of the Association, provided that:

(a) there has been first filed with the Association Board a written request for deannexation (the "Deannexation Request") which shall describe by legal description and by street address, if available, all of the Property with respect to which deannexation is requested;

(b) notification of the receipt of the Deannexation Request has been given according to the notice provisions of this Declaration to all Owners at least sixty (60) days prior to any vote by the Association Board with respect thereto; and

(c) each Owner of a Lot or Living Unit situated within the boundaries of the Property proposed to be deannexed and released has executed a written statement of consent to such action, which statement of consent shall be in such form as deemed appropriate by the Association Board.

Upon a majority vote of the Association Board to deannex and release such Property from this Declaration, from any Declaration of Annexation and from the jurisdiction of the Association, the Association Board shall cause to be filed in the Office of the Recorder of Deeds, Platte County, Missouri, a written release describing the Property to be released. Such release document shall be signed by all of the Owners of the Lots and Living Units within the boundaries of the Property to be deannexed and shall contain such covenants, terms and conditions as the Association Board deems appropriate.

ARTICLE III

Riss Lake Community Association

3.01 Powers and Duties of the Association. The Association is organized to operate for the promotion of the common good and general welfare of the Residents, Members and Owners of Property, and consistent therewith, to acquire, improve, maintain, preserve and control the Common Property, to administer and to enforce all covenants, restrictions, easements and charges contained in the Declaration and all liens created herein, and otherwise to promote the health, safety and general welfare of the people of said community, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers (but not intended as affirmative obligations) of the Association, including by way of illustration and not limitation or limitation:

(a) Assessments. To levy assessments on the Owners of Lots or Living Units and to enforce payment of such assessments, all in accordance with the provisions of the Declaration set forth in Article IV.

(b) Right of Enforcement. The Association shall also have the power and authority from time to time in its own name, on its own behalf or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of the Declaration and to enforce, by mandatory or prohibitive injunction or otherwise, all of the provisions hereof or to pursue its Right of Action as provided in Article XVI herein.

(c) Programs. To plan and implement community programs and to conduct Association programs on or in Common Property.

(d) Common Property. To plan, design, acquire, improve, construct on, maintain, lease and equip the Common Property with, by way of example and not limitation or

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affirmative obligation, parks and other open space, trees, flowers, other landscaping, fountains, benches, shelters, public sculpture, pedestrian, bicycle and equestrian pathways, lighting systems for such pathways, bridges or underpasses for such pathways, earthen dams, retention basins, totlots, playgrounds, ball fields, tennis courts, pools, ice rinks, gymnasiums and other recreational facilities, auditoriums, galleries, child care facilities, theaters, meeting halls, conference rooms, cable television or other similar communication systems, mass transit systems, libraries, office space, storage and maintenance yards, garages, and other buildings and facilities deemed necessary or desirable by the Association Board. The Association may also enter into contracts, leases or rental agreements for the purpose of providing such recreational facilities including boats, as deemed necessary or desirable by the Association Board.

(e) Easements and Rights-of-Way. To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Property and the Property for the purposes of constructing, erecting, operating or maintaining thereon, therein or thereunder (i) overhead or underground lines, cables, wires, conduits or other devices for the transmission of electricity and for lighting, heating, power, telephone, community television, radio and audio antenna facilities and other purposes, (ii) public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and (iii) any similar public or quasi-public improvements or facilities as may be considered necessary for the common good of said community.

(f) Employment of Agents. To employ the services of any person or corporation as manager (herein, "Manager"), together with other employees, to, as may be directed and delegated by the Association Board, manage, conduct and perform the business, obligations and duties of the Association and to enter into contracts for such purpose; provided, however, that no management contract shall exceed a term of one (1) year and such contract shall be cancelable for good cause shown by either party upon thirty (30) days' written notice. Such employees shall have the right of ingress and egress over such portions of the Property as is reasonably necessary for the purpose of performing such business, duties and obligations.

(g) Insurance. To obtain policies of insurance or surety bonds, as deemed by the Association Board to be necessary and appropriate, including but not limited to:

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(i) fire and appropriate extended coverage and other appropriate physical loss and damage insurance on all improvements located in or upon the Common Property;

(ii) comprehensive liability insurance insuring the Association Board and Members, including the Developer, against liability to, and claims of, the public, Members or the Association Board and Association; provided, however, that the coverage in favor of the Developer shall not extend to the Developer's operation or activities in its capacity as a developer and builder; and

(iii) such other insurance, including workmen's compensation insurance, to the extent necessary to comply with any applicable law and then-current insurance practices, and indemnity, faithful performance, fidelity and other bonds as the Association Board shall deem necessary, appropriate or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or property.

(f) Management of Improvements. To manage and control for its members all public improvements upon and to the land in the Property, or improvements on the Common Property, provided that such management and control of said improvements shall at all times be subject to that had and exercised, if any, by any city, township, county and state in which land within the Property is located.

(g) Trash Collection. To provide for collection and disposal of rubbish and garbage.

(h) Landscape Maintenance. To care for, spray, trim, protect and replant trees on all streets, on the Common Property and on any Lot, if necessary; to care for, protect and replant shrubbery, resow grass and replace sod in parks which are in streets and in any parks set aside for general use of Owners in the Property, or to which such Owners have access and the use thereof, or on landscaped easements where the maintenance thereof is for the welfare and benefit of the Residents, Members and Owners of Property in the judgment of the Association Board.

(i) Maintenance of Vacant Property. To mow, care for, maintain and remove rubbish from vacant or unimproved property and to do any other things necessary or desirable in the judgment of the Association Board to keep any vacant

and unimproved property and the parking in front of any property neat in appearance and in good order.

(j) Snow Removal. To provide for plowing and removal of snow from sidewalks and streets.

(k) Maintenance of Public Rights-of-Way. To provide for maintenance of any pedestrian ways, gateways, entrances, fountains, gardens, pools, lighting, water sprinkling systems, landscaped areas within public rights-of-way and platted landscape easements, fences and ornamental features now existing or which may be hereafter erected or created in any public street or park or any Common Property.

(l) Maintenance of Waterways. To provide for maintenance and upkeep of the lake, any streams, waterways and natural watercourses within the Property.

(m) Street Lighting. To provide such lights as the Association may deem advisable on streets, parks, parkings, pedestrian ways, gateways, entrances, or other features, and on other Common Property or public property subject to the prior written approval of the DDRC.

(n) Street Cleaning. To provide for cleaning of streets, gutters, catch basins, sidewalks and pedestrian ways, and for repair and maintenance of sewers, storm sewers and appurtenant drainage facilities.

(o) Signs. To erect and maintain signs for the marking of streets and safety signs for protection of children and other persons, after such signs are approved by appropriate public authorities and after such signs are approved in writing by the DDRC.

(p) Security Protection. To employ duly qualified officers for the purpose of providing such security protection as the Association Board may deem necessary or desirable in addition to the protection rendered by public authorities.

(q) Acquisition of Real Estate. To acquire and own title to such real estate as may be reasonably necessary in order to carry out the purpose of the Association and promote the health, safety, welfare and recreation of Owners; to pay taxes on real estate and facilities owned by it; and to pay such taxes as may be assessed against the Common Property.

(r) Utilities. To provide for, establish, construct, operate and maintain such utilities, including but not

limited to pressure sewer systems, as the Association Board may deem advisable on any Property, Common Property or public property.

Consistent with the foregoing, the Association is authorized to exercise all powers which a corporation organized under the Not-For-Profit Corporation Law of Missouri may exercise.

### 3.02 Members.

(a) During the Development Period, the Association shall have four (4) classes of Members: Class A, Class B, Class C and Class D.

(i) Each Owner of one or more Lots designated as Residential Property shall be a Class A Member.

(ii) Each Owner of one or more Lots designated for nonresidential use shall be a Class B Member.

(iii) Each Tenant of Residential Property, which Residential Property has been approved as a rental unit by a majority of the Association Board, shall be a Class C Member.

(iv) The Developer shall be the Class D Member.

(v) The Association shall not be a Member and, during the Development Period, the Developer shall not be a Member of Class A or Class B.

(b) After the Development Period, Class D membership will terminate. The Developer will then become a Class A Member or Class B Member, or both, if it holds a qualifying interest in the appropriate types of property and shall remain a Class A Member or Class B Member, or both, as long as it continues to hold such interest.

(c) Membership shall be appurtenant to and may not be separated from ownership of, or, as applicable, tenancy with respect to, any Lot or Living Unit which is subject to assessment as provided herein.

### 3.03 Voting Rights.

(a) Each Class A Member shall be entitled to vote on all matters on which Members generally or Class A Members in particular vote.

(b) Each Class B Member shall be entitled to vote on all matters on which Members generally or Class B Members in particular vote.

(c) Each Class C Member shall be entitled to vote on all matters on which Members generally or Class C Members in particular vote.

(d) The Class D Member shall be entitled to vote on all matters on which Members generally or Class D Members in particular vote. The Class D Member shall have two (2) votes for each of all of the other votes outstanding on a particular issue being voted upon.

(e) Each Member shall have one (1) vote for each interest held by such Member which entitles such Member to be a Member except as provided in Section 3.03(d) above and except as follows:

(i) The Owner of one (1) or more lots designated for multiple family residential use shall have one (1) vote for each acre or fraction thereof owned.

(ii) The Owner of one (1) or more lots designated for nonresidential use shall have one (1) vote for each one thousand (1,000) square feet of developed net leasable space owned.

(iii) Class C Members shall have one-half (1/2) vote.

(f) Anything in subsection (d) of this Section to the contrary notwithstanding, where a Lot is owned of record in any manner of joint or common ownership, the joint or common Owners thereof shall share among them the rights (including voting rights) given to an Owner pursuant to this Declaration, which they shall be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly determine. With respect to voting rights in particular, joint or common ownership of a Lot shall entitle the Owners thereof to a total of one (1) vote, to be exercised in whatever manner they shall jointly determine.

(g) In the event that the tenancy of a Living Unit is in the name of more than one (1) person in any manner of joint or common tenancy, the joint or common owners of such tenancy shall share among them the rights (including voting rights) given to a Tenant pursuant to this Declaration, which they shall be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly determine. With respect to voting rights in particular, joint or common ownership of a tenancy, including but not limited to the designation in any approved lease of more than one person as lessee, shall entitle the owners of such tenancy, or the named lessees, to a total of one-half (1/2) vote, to be exercised in whatever manner they shall jointly determine.

(h) Subject to the provisions of this Declaration and the Association's By-Laws, the Association Board may make, amend or rescind such rules and regulations as it deems advisable for any meeting of Members, Association vote, referendum or election.

(i) Subsections (a) through (g) of this Section 3.03 are subject to the power of the Association Board to suspend the voting rights of any Member pursuant to Section 3.06.

3.04 Board of Directors (Association Board).

(a) The powers of the Association shall be vested in, exercised by, and under the authority of, and the affairs of the Association shall be controlled by, a Board of Directors consisting of five (5) persons who need not be Members (the "Association Board"). The Association Board, by a majority vote, shall exercise for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association.

(b) Directors shall be elected at the first annual meeting of Members, and terms shall be staggered, so that two (2) Directors and three (3) Directors shall be elected respectively in alternating years. At the first annual meeting of Members, and at each annual meeting of Members thereafter, Directors shall be elected for two (2) year terms of office and shall serve until successors are elected and qualified.

(c) At the first annual meeting of Members and thereafter, until the first annual meeting of Members for which the Association certifies that there are two hundred fifty (250) or more Living Units occupied by Tenants, Director positions 1, 2, 3, 4 and 5 shall be elected by a majority vote of the Class A, Class B and Class D Members voting together as a single Class. At the first annual meeting of Members for which the Association certifies that there are two hundred fifty (250) or more Living Units occupied by Tenants and thereafter, Director position 1 shall be elected only by the Class C Members.

(d) In any election of the Members of the Association Board, every Member entitled to a vote at such election shall have the right to cumulate his votes and give one (1) candidate, or divide among any number of the candidates, a number of votes equal to the number of Directors to be elected multiplied by the number of votes which such Member is otherwise entitled to cast. The candidates receiving the highest number of votes, up to the number of the Directors to be elected, shall be deemed elected.

3.05 Certification. At least fifteen (15) but no more than sixty (60) days before each annual meeting of Members, the Association shall determine and certify the number of Living

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Units occupied by Tenants, the number of Members of each Class eligible to vote and the Director positions to be elected by the Members.

3.06 Suspension of Membership and Rights of Enjoyment. The Association Board may suspend the voting rights of Members and the rights of enjoyment of any Member, Resident or user of the Common Property and the services offered thereon who:

- (a) is subject to a Right of Action by reason of having failed to take reasonable steps to remedy a violation or breach of the Declaration within the number of days specified in such notice by the Association Board after the Association Board has given written notice of such violation or breach; or
- (b) has allowed any Assessment levied by the Association pursuant to this Declaration to become delinquent; or
- (c) has failed to pay any user fee or charge levied by the Association when due and payable; or
- (d) has violated any rules and regulations adopted by the Association Board governing the use and enjoyment of the Common Property or services thereon

Such suspension shall be for the balance of the period in which the conditions set forth in subsections (a), (b), (c) and (d) of this Section 3.06 exist.

3.07 Termination of Membership. No Resident shall continue to be a Class C Member after he shall cease to be a Resident. No Owner shall continue to be a Class A or Class B Member after he shall cease to hold a qualifying interest in any Lot or Living Unit. No Member may avoid his obligations under this Declaration by declining to use Common Property, abandoning his Lot, or by any other act of abandonment or renunciation.

3.08 Notice of Meetings and Referendums. Proper notice shall be given by the Association Board of all meetings of the Association Board at least fifteen (15) days prior to the meeting date; and of all meetings of the Association Members, public hearings or referendums at least thirty (30) days prior to the meeting or referendum. The methods and procedures of such notice shall be determined by the Association Board in accordance with the By-Laws of the Association.

3.09 Limitation of Liability. No member of the Association Board, officer of the Association, member of any committee of the Association whether such committee is specifically described in this Declaration or hereafter created by the

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Association, shall be personally liable to any Owner, Member, Resident or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Association Board, officer of the Association, committee member, or of the Manager, if any, any other representative or employee of the Association or of Developer, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

3.10. Area Associations. Certain areas of the Property may encompass common facilities and designated uses, the governance of which, by the Association, may be benefitted from informal organizations whose members would be Owners of Lots and Living Units encompassed by such areas. As may be determined by the Developer, and in order to aid the Association in fulfilling its duties hereunder, the Developer may, in its sole discretion and in order to so assist the Association, establish a localized and informal association of such Owners, which informal association may be shown on any subdivision plat of the Property as an "Area Association".

(a) Membership. Any Member of the Association who owns a Lot or Living Unit within an Area Association shown on any subdivision plat shall, by virtue of such ownership, also be a member of the Area Association created for such area.

(b) Purpose. The Area Association will be an informal organization of Owners who may from time to time and as such Owners deem appropriate convene informal meetings in order to discuss Association business and the interests of the Owners in and to the Lots and Living Units located within the Area Association. The Area Association will operate to promote the common good and general welfare of the Owners in the Area Association consistent with this Declaration and the Articles, Bylaws and rules and regulations of the Association.

(c) Informal Organization. No Area Association will be incorporated nor in any other way formally organized but nevertheless may conduct meetings and otherwise pursue the common objectives of the Owners in the Area Association consistent with this Declaration and the Articles, Bylaws and rules and regulations of the Association.

(d) Superior Jurisdiction of the Association. The Association shall have jurisdiction over all Area Associations and over all of the Property and every Owner who shall be a Member of the Association. Membership in an Area Association shall not grant any greater or lesser

right to any Owner or Member, as a result of such membership, than such Owner or Member has as an Owner of any Lot or Living Unit on the Property.

ARTICLE IV

Imposition of Assessment and Lien Upon Property

4.01 Covenants for Assessments and Creation of Lien. The Developer and each Owner, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a Deed or other conveyance for any Lot which is Assessable Property, whether or not the covenants contained herein shall be expressed in any such Deed or other conveyance, hereby covenants and agrees:

(a) that he will pay to the Association all Assessments which may or shall be levied by the Association against Assessable Property owned by him in each year or any part thereof, and that he will pay to the Association the user fees and charges and all other duly authorized charges to be established as herein provided, if applicable, levied by the Association in each year and including Special Assessments levied pursuant to Section 4.09 hereof;

(b) that he shall be personally liable for all such Assessments and user fees and charges which become due while he is the Owner of each Lot or Living Unit being assessed;

(c) that all Assessments, together with the continuing obligation to pay each Assessment assessed in all future years, and all user fees and charges, together with all costs, expenses, interest and reasonable attorneys fees incurred in the collection of delinquencies, shall become, upon the filing of this Declaration, and thereafter remain a charge against and be secured by a continuing lien upon the Assessable Property of such Owner; and

(d) that said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Property (or the Nonassessable Property to the extent that it may later become Assessable Property) whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, excepting only:

Association, shall be personally liable to any Owner, Member, Resident or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such Association Board, officer of the Association, committee member, or of the Manager, if any, any other representative or employee of the Association or of Developer, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

3.10 Area Associations. Certain areas of the Property may encompass common facilities and designated uses, the governance of which, by the Association, may be benefitted from informal organizations whose members would be Owners of Lots and Living Units encompassed by such areas. As may be determined by the Developer, and in order to aid the Association in fulfilling its duties hereunder, the Developer may, in its sole discretion and in order to so assist the Association, establish a localized and informal association of such Owners, which informal association may be shown on any subdivision plat of the Property as an "Area Association".

(a) Membership. Any Member of the Association who owns a Lot or Living Unit within an Area Association shown on any subdivision plat shall, by virtue of such ownership, also be a member of the Area Association created for such area.

(b) Purpose. The Area Association will be an informal organization of Owners who may from time to time and as such Owners deem appropriate convene informal meetings in order to discuss Association business and the interests of the Owners in and to the Lots and Living Units located within the Area Association. The Area Association will operate to promote the common good and general welfare of the Owners in the Area Association consistent with this Declaration and the Articles, Bylaws and rules and regulations of the Association.

(c) Informal Organization. No Area Association will be incorporated nor in any other way formally organized but nevertheless may conduct meetings and otherwise pursue the common objectives of the Owners in the Area Association consistent with this Declaration and the Articles, Bylaws and rules and regulations of the Association.

(d) Superior Jurisdiction of the Association. The Association shall have jurisdiction over all Area Associations and over all of the Property and every Owner who shall be a Member of the Association. Membership in an Area Association shall not grant any greater or lesser

right to any Owner or Member, as a result of such membership, than such Owner or Member has as an Owner of any Lot or Living Unit on the Property.

ARTICLE IV

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4.01 Covenants for Assessments and Creation of Lien. The Developer and each Owner, jointly and severally, for himself, his heirs, distributees, legal representatives, successors and assigns, by acceptance of a Deed or other conveyance for any Lot which is Assessable Property, whether or not the covenants contained herein shall be expressed in any such Deed or other conveyance, hereby covenants and agrees:

(a) that he will pay to the Association all Assessments which may or shall be levied by the Association against Assessable Property owned by him in each year or any part thereof, and that he will pay to the Association the user fees and charges and all other duly authorized charges to be established as herein provided, if applicable, levied by the Association in each year and including Special Assessments levied pursuant to Section 4.09 hereof;

(b) that he shall be personally liable for all such Assessments and user fees and charges which become due while he is the Owner of each Lot or Living Unit being assessed;

(c) that all Assessments, together with the continuing obligation to pay each Assessment assessed in all future years, and all user fees and charges, together with all costs, expenses, interest and reasonable attorneys fees incurred in the collection of delinquencies, shall become, upon the filing of this Declaration, and thereafter remain a charge against and be secured by a continuing lien upon the Assessable Property of such Owner; and

(d) that said charge and lien shall be superior to any and all other charges, liens or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Property (or the Nonassessable Property to the extent that it may later become Assessable Property) whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instruments, excepting only:

(i) purchase money mortgages or deeds of trust given to finance the purchase of the Lot subject to the mortgage or deed of trust or to finance construction of improvements on the Lot subject to the mortgage or deed of trust; provided, however, that this subordination to such mortgages shall apply only to Assessments which have become due and payable prior to a sale or transfer of any Lot on account of the foreclosure of any such mortgage or on account of any other proceeding in lieu of foreclosure; such a sale or transfer at foreclosure or in lieu of foreclosure shall not release such Lot from the lien of or relieve the new Owner, his successors and assigns from liability for any Assessments thereafter becoming due;

(ii) such liens for taxes or other public charges as are made superior by applicable law; provided, however, that this subordination to such liens shall apply only to Assessments which have become due and payable prior to a sale or transfer of any Lot on account of the foreclosure of any such lien or on account of any other proceeding in lieu of foreclosure; such sale or transfer at foreclosure or in lieu of foreclosure shall not release such Lot from the lien of or relieve the new Owner, his successors and assigns from any liability for any Assessments thereafter becoming due.

Nothing contained in this subsection (d) of Section 4.01 shall be construed so as to constrain or impair the payment of funds realized from a foreclosure sale, to the extent of any funds remaining after satisfaction of prior liens and in order of priority, to holders of subordinated liens.

4.02 Uniform Rate of Assessment.

(a) For the purpose of providing funds for the uses specified in Article V hereof, the Association Board shall assess against the Assessable Property in each year, beginning with the year in which Common Property is first transferred to the Association, a charge (referred to herein as "Assessment" or "Annual Assessment"), which shall be uniform with respect to all Assessable Property within each class of Assessable Property, as hereinafter provided and shall be in such amounts as determined by the Association Board. The Association Board may divide all Assessable Property into classes and which classes shall be based upon the character of ownership, status of occupancy, use and such other criteria as the Association Board may deem pertinent. Notwithstanding anything in the Declaration to the contrary, and in lieu of the Annual Assessment provided for herein, Lots or Living Units which are

not occupied by a Resident and which are owned by a builder shall be assessed at a rate of to be determined by the Association Board.

(b) Not later than ninety (90) days prior to the end of each fiscal year for the Association, the Association Board shall prepare an annual cash budget projecting anticipated revenues, cash receipts, cash expenditures, and net cash, surplus or deficit for the ensuing fiscal year (the "Association Budget") which will be presented to all Members except Class C Members, which Class C Members shall not have the right to vote to disapprove the Association Budget. The fiscal year for the Association shall be the calendar year. The proposed Association Budget will automatically be approved unless two-thirds (2/3) of the Members vote not to approve such Association Budget. Upon approval of the Association Budget, the Association Board will determine the manner in which Assessments are to be made; provided, however, that the Assessments will be made on a per Living Unit basis and not on market value or assessed value. The Association Board may not increase Annual Assessments to any Living Unit by more than twenty percent (20%) of the previous year's Assessment for such Living Unit unless a greater percentage increase is approved by a majority of the Members, excluding Class C Members. The rate of Assessment for an individual Lot can change as the character of ownership and the status of occupancy of said Lot changes, which therefore changes the class of Assessable Property for such Lot. The applicable Assessment for such a Lot shall be prorated according to the rate required for each type of ownership.

4.03 Billing of Annual Assessments. At such time or times as the Association Board may determine, the Association shall levy the Annual Assessment. The Association shall send a written bill to each Owner stating the amount of the Annual Assessment imposed against each Lot which is Assessable Property owned by the Owner, the time period for payment thereof, and the interest rate to be charged for late payments thereof. Each Annual Assessment shall be due and payable on a date established by the Association Board and shall become delinquent on a date established by the Association Board. The Association Board may establish payment procedures to allow payment of the Annual Assessment in increments during the year the Assessment is made, provided that this privilege is extended to all Owners on an equal basis, and provided that reasonable notice is given of each payment date, of the interest to be charged for late payments, of the liens established by this Declaration, and of the suspension of membership rights as a consequence of failure to pay.

4.04 Commencement of Assessments. With regard to the Property described in Exhibit "A", and any Annexation Property annexed to the Property pursuant to Article II hereof, each

part of the Assessable Property shall become subject to the assessments set forth herein on the first day of the fiscal quarter following the month in which each such part meets the definition of a Lot. Such Assessments shall be adjusted and prorated according to the number of quarters remaining in the fiscal year of the Association as such fiscal year is set forth in the Association By-Laws.

4.05 Late Payments.

(a) The Association Board may from time to time establish or change the rate of interest which shall be charged for the payment after the delinquency date of any portion of an Assessment, provided that such interest rate shall not exceed the lesser of four percent (4%) over the Base Rate as announced by The Merchants Bank, 850 Main Street, Kansas City, Missouri (or any successor thereto) as its base per annum lending rate, as announced by such bank from time to time, or the maximum interest rate permitted under the laws of the State of Missouri and provided that reasonable notice of such charge is given to the Members.

(b) In the event of default in the payment of any one (1) or more installments of the Annual Assessment established hereunder, the Association may declare any remaining balance of said Annual Assessment at once due and payable.

(c) In the event that an Owner shall fail to pay completely the Assessment by the delinquent date thereof, such unpaid amount shall become a binding personal obligation of such Owner, and the Association shall have the right, pursuant to the provisions of Section 16.03 hereof, to enforce the lien for Assessments imposed by Section 4.01. The Association shall have the right and duty to take all appropriate actions and steps to collect any such unpaid Assessments. Each delinquency shall constitute a separate basis for a demand or claim of lien or liens, but any number of defaults may be included within a single demand or claim of lien or liens on account of prior delinquencies and shall be deemed to include subsequent delinquencies and amounts due on account thereof. The Association may institute a suit to recover a money judgment for the same, together with interest thereon and reasonable expenses of collection, including attorneys fees, without foreclosing or waiving the lien hereinbefore provided.

4.06 Certificate of Payment. Upon written demand by an Owner, the Association shall issue and furnish to such Owner, within a reasonable period of time, a written certificate stating that all Assessments, including interest and costs (if any), have been paid with respect to any specific Lot owned by said Owner as of the date of such certificate, or if all Assessments have not been paid, setting forth the amount then



fields, tennis courts, pools, ice rinks, gymnasiums and other recreational facilities, auditoriums, galleries, child care facilities, theaters, meeting halls, conference rooms, cable television or other similar communication systems, mass transit systems, libraries, office space, storage and maintenance yards, garages, and other buildings and facilities deemed necessary or desirable by the Association Board in connection with the administration, management and operation of the Association;

(c) Association programs and services conducted on or in Common Property;

(d) payment of all principal and interest when due on all loans made to the Association to the extent required under any agreement with Note Holders pursuant to Section 5.02 hereof;

(e) payment of all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Association or any property owned by the Association;

(f) payment of all premiums and charges for all policies of insurance or surety bonds, as deemed by the Association Board to be necessary and appropriate including, but not limited to, the premiums for:

(i) fire and appropriate extended coverage and other appropriate physical loss and damage insurance on all improvements located in or upon the Common Property;

(ii) comprehensive liability insurance insuring the Association Board and Members of the Association including the Developer against liability to, and claims of, the public or Members of the Association; provided, however, that the coverage in favor of the Developer shall not extend to the Developer's operation or activities in its capacity as a developer and builder;

(iii) such other insurance, including workmen's compensation insurance, to the extent necessary to comply with any applicable law and then-current insurance practices, and indemnity, faithful performance, fidelity and other bonds as the Association Board shall deem necessary, appropriate or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or property; and

(g) The repair, improvements, construction, operation or extension of any utility servicing the Property or any utility deemed reasonably necessary by the Association Board to service the Property.

5.02 Handling of Funds. In order to secure the repayment of any and all sums borrowed by it from time to time, the Association Board is hereby granted the right and power:

(a) to assign and pledge revenues received and to be received by it under any provision of this Declaration, including, but not limited to, the proceeds of the Assessments payable hereunder; and

(b) to enter into agreements with Note Holders with respect to the collection and disbursements of funds, including, but not limited to, agreements wherein the Association covenants:

(i) to assess the Assessments on a given day in each year and subject to the limitations specified in Article IV;

(ii) to establish sinking funds or other security deposits, or both;

(iii) to apply funds received by the Association to the payment of all principal and interest when due on such loans or to apply the same to such purpose after providing for costs of collection;

(iv) to establish such procedures as may be required by the Note Holders, but not inconsistent with the Declaration;

(v) to provide for the custody and safeguarding of all funds by the Association; and

(vi) to negotiate and arrange the amount, terms and rate or rates of all borrowing and the provisions of all agreements with Note Holders.

5.03 Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Assessments, or otherwise, and may carry forward, as surplus, any balances remaining; nor shall the Association be obligated to apply such surplus to the reduction of the amount of the Annual Assessment in the succeeding year, but may carry forward from year to year such surplus as the Association Board may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes, including accruing funds for the replacement of facilities.

5.04 Posting of Bond. The Association, acting through the Association Board, shall require that all persons or entities who handle the Association funds or monies, which funds and

monies shall be deposited in federally insured banks or savings and loans, post bonds sufficient in amount to indemnify the Association from any loss.

5.05 Advances by the Developer

(a) On an Annual calendar year basis, the Association Board shall prepare the Association Budget which shall include a cash budget projecting anticipated cash receipts, cash expenditures and net cash surplus or deficit for the ensuing fiscal year.

(b) The Developer may make cash advances to the Association to eliminate any projected net cash requirements of the Association which occur during the course of any fiscal year. Such cash advances may if necessary, be considered borrowings of the Association if in order to satisfy the requirements of the Developer in making such advances.

(c) The obligation of the Developer to make advances to the Association pursuant to this Section 5.05 may continue throughout the Development Period; provided, however, that after the Class D Member no longer has the right to elect an absolute majority of the Association Board, the Developer's option to make advances shall continue only with respect to cash budget deficits resulting from:

(i) the continuation of activities and services undertaken by the Association during the period in which the Class D Member had the right to elect an absolute majority of the Association Board; or

(ii) conveyance of Common Property to the Association by the Developer pursuant to the Developer's undertaking in the Development Plan.

(d) The foregoing provisions notwithstanding, the Developer will not make an advance if the Developer shall determine that such an advance would materially jeopardize the performance of its obligations pursuant to the Development Plan or to the requirements of its creditors. In such event, the Developer will undertake to notify the Association in writing within thirty (30) days after a request is made by the Association that it is not able to make an advance and may state the reasons relating thereto.

(e) If required by the Developer, all such advances shall be evidenced by promissory notes of the Association to bear interest at the effective rate of interest being paid by the Developer on its debentures or debt obligations.

(f) The burden of the restrictions contained in this Section 5.05 is personal to the Developer, whereas the benefit runs with title to the land.

5.06 Mortgaging of Common Property. Except as set forth in this Section, and subject to the approval of any holder of an existing lien on the Common Property (the "Development Loan Lien"), the Association may mortgage any Common Property to which it has clear title; provided, however, that any such mortgage shall be subject to the approval of two-thirds (2/3) of the Members of all Classes considered as a single Class who are present in person or by proxy and voting in a duly constituted Association election or meeting. The Association shall not mortgage any Common Property to the Developer, or to any other entity or person to secure any conveyance, loan or advance made to the Association by the Developer or an Interested Person. The Developer shall not take any action the result of which may be to subject any Common Property to a judgment lien or otherwise jeopardize any Common Property to satisfy a debt of the Developer.

5.07 Interested Person. Until the Class A, Class B and Class C Members elect a majority of the Association Board, the Association shall not engage in transactions involving the payment of money or transfer of property or any other thing of value with the Developer or with Interested Persons with respect to transactions pursuant to Sections 5.05 and 6.01 hereof, except as provided therein.

ARTICLE VI

Common Property

6.01 Conveyance of Common Property.

(a) The Developer shall from time to time convey to the Association certain property for the common use and enjoyment of the Owners and Residents. Such property shall be free of encumbrances and liens, except for the Development Loan Lien, but subject to easements and rights created by this Declaration or similar instruments, including utility easements. The Deed of conveyance shall contain appropriate restrictions and assurances that such property shall be reserved for the common use and enjoyment of the Owners and Residents.

(b) The Developer may convey an interest in fee simple in any improved land intended to be used as Common Property either by gift or for a consideration which equals the cost of the capital improvements on such property at the time of conveyance. For the purposes of this Section 6.01, "cost" shall mean the actual amounts expended to construct or complete

the community facilities or improvements situated on Common Property (excluding the cost of the land devoted to such facilities or improvements), plus ten percent (10%) thereof for overhead. Such consideration may be in whatever form agreed to by the time of sale. The Developer shall convey by gift any unimproved land intended to be used as Common Property by the Association. Any debt which may be incurred by the Association in connection with a conveyance to the Association by the Developer shall be considered a borrowing subject to the provisions of Section 5.02.

(c) Each conveyance of Common Property for consideration to the Association by the Developer shall be subject to the approval of a majority of the Association Board. The Association Board will review the financing proposal for such conveyance and will determine the extent to which Association Assessments and user fees and charges may be committed to finance the debt for such conveyance.

5.02 Use of Common Property.

(a) Every Owner, by reason of such ownership, shall have a right and easement of enjoyment in and to all Common Property, and such easement shall be appurtenant to and shall pass with every lot upon transfer. All Residents who are not also Owners shall have a nontransferable privilege to use and enjoy all Common Property for so long as they are Residents. Any guest of a Member shall be entitled to a right or privilege of enjoyment of Common Property subject to such regulations as may be promulgated by the Association Board. Each such guest shall be accompanied by the Member sponsoring such guest at all times such guest is using the Common Property. For the purposes of this Section, any employee of any Member shall automatically be considered a guest of said Member, but only when said Member is in good standing with the Association and the employee is registered as such by said Member with the Association.

(b) All such rights, easements and privileges conferred under this Article VI shall, however, be subject to the right of the Association Board:

(i) to establish, adopt, promulgate, amend and rescind reasonable rules and regulations pertaining to the use, operation and maintenance of Common Property which shall enhance the preservation of such facilities, promote the safety and convenience of the users thereof, and which shall serve to promote the best interests of the Members and the community of Riss Lake;

(ii) to determine the use or uses to which Common Property may be put; provided, however, that any designation of use which is inconsistent with the use

designated by the Developer upon conveyance shall be subject to the provisions of Article VII of this Declaration:

(iii) to determine which, if any, Common Property may be used and enjoyed by the general public or a federal, state or local government body, or to convey Common Property to a public body; provided, however, that Property shall not be conveyed to a public body unless the Association Board has obtained the prior approval of two-thirds (2/3) of the Members of all Classes considered as a single Class, who are present in person or by proxy and voting at an Association meeting at which a quorum is present or voting in a referendum called for such purpose after proper notice is given;

(iv) to levy user fees and charges pursuant to Section 4.08 of this Declaration and to charge reasonable admissions or other charges or fees for the use of any recreational facility;

(v) to borrow money for the purpose of acquiring, developing or improving any Common Property including improvements thereon, and in aid thereof to mortgage the same, provided that the rights of any such mortgagee shall be subordinate to the rights, easements and privileges herein granted and assured; provided, further, that any such mortgage shall be subject to the approval of two-thirds (2/3) of the Members of all Classes, considered as a single Class, who are present in person or by proxy and voting at an Association meeting at which a quorum is present or voting in a referendum called for such purpose after the proper notice is given; and

(vi) to apply for, accept and expend loans or grants from federal, state or local governments and to comply with any conditions required by such governments in order to obtain such loans or grants including conditions relating to the use and enjoyment of Common Property by the general public.

6.03 Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair such damaged areas. The Association shall repair such damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association at the discretion of the Association. The amount necessary and actually expended for such repairs shall be a Special Assessment upon the Lot or

Living Unit of said Owner, shall be a lien upon the Lot or Living Unit of said Owner and shall be enforceable as other Assessments under Article IV.

6.04 Maintenance of Common Property. The Association shall maintain the Common Property according to at least the same standard of maintenance as required of Owners of Living Units and Lots.

6.05 Suspension of Rights. The Association shall have the right to suspend the right or privilege under this Article VI of any Member for any period during which the Assessments or user fees and charges assessed under Article IV hereof remain delinquent, and may suspend said right or privilege in connection with the enforcement of any rules and regulations relating to Common Property in accordance with the provisions of this Article VI, subject where applicable to the provisions of Section 4.08 hereof.

#### ARTICLE VII

##### Designation of Use of Property

7.01 Designation. Initially, and from time to time, the Developer shall file with the Association and the DDRC, for information purposes, a duplicate of each plat as such is recorded in the Recorder of Deeds Office of Platte County, Missouri. The Developer may at the time of filing or at any time thereafter, without the approval of the DDRC, designate all Lots owned by the Developer according to one of the following categories (as each such category shall from time to time be defined by the Developer), depending on the intended use of each such Lot:

- (a) Residential;
- (b) Commercial;
- (c) Parks and Greenways;
- (d) Common Property;
- (e) Schools;
- (f) Civic/Cultural;
- (g) Special Purpose;
- (h) Mixed Use;

designated by the Developer upon conveyance shall be subject to the provisions of Article VII of this Declaration;

(iii) to determine which, if any, Common Property may be used and enjoyed by the general public or a Federal, state or local government body, or to convey Common Property to a public body; provided, however, that Property shall not be conveyed to a public body unless the Association Board has obtained the prior approval of two-thirds (2/3) of the Members of all Classes considered as a single Class, who are present in person or by proxy and voting at an Association meeting at which a quorum is present or voting in a referendum called for such purpose after proper notice is given;

(iv) to levy user fees and charges pursuant to Section 4.08 of this Declaration and to charge reasonable admissions or other charges or fees for the use of any recreational facility;

(v) to borrow money for the purpose of acquiring, developing or improving any Common Property including improvements thereon, and in aid thereof to mortgage the same, provided that the rights of any such mortgagee shall be subordinate to the rights, easements and privileges herein granted and assured; provided, further, that any such mortgage shall be subject to the approval of two-thirds (2/3) of the Members of all Classes, considered as a single Class, who are present in person or by proxy and voting at an Association meeting at which a quorum is present or voting in a referendum called for such purpose after the proper notice is given; and

(vi) to apply for, accept and expend loans or grants from federal, state or local governments and to comply with any conditions required by such governments in order to obtain such loans or grants including conditions relating to the use and enjoyment of Common Property by the general public.

6.03 Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair such damaged areas. The Association shall repair such damaged area in a good and workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association at the discretion of the Association. The amount necessary and actually expended for such repairs shall be a Special Assessment upon the Lot or



Living Unit of said Owner, shall be a lien upon the Lot or Living Unit of said Owner and shall be enforceable as other Assessments under Article IV.

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#### ARTICLE VII

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- (a) Residential;
- (b) Commercial;
- (c) Parks and Greenways;
- (d) Common Property;
- (e) Schools;
- (f) Civic/Cultural;
- (g) Special Purpose;
- (h) Mixed Use;

- (i) Institutional; or
- (j) Unassigned Reserve.

7.02 Change of Designation. After a Lot is no longer owned by the Developer there shall be no change in the designation of such Lot except with the mutual consent of the Owner thereof and the DDRC, together with such additional government approval as may be required. So long as the Class D Member has the right to elect an absolute majority of the Association Board, no change in the designation of Common Property after its conveyance to the Association shall be effective unless approved by a majority of the Association Board. Thereafter, any such change in the designation of Common Property after its conveyance to the Association shall require the approval of two-thirds (2/3) of the Association Board.

ARTICLE VIII

Design and Development Review Committee

8.01 Purpose, Powers and Duties of the Design and Development Review Committee (DDRC). The purpose of the DDRC is to assure that all proposed uses and any construction or alteration of any Structure which takes place on any Lot or any other Property shall be performed in conformity with the objective of high quality environmental design and development as set forth in the Development Plan. To carry out that purpose, the DDRC shall have all of the rights, powers and duties conferred upon it pursuant to the provisions of this Article VIII, including the right to approve any and all proposed uses, site plans and Structures to be constructed on the Property, including proposed uses, site plans and Structures for Common Property, except that the DDRC shall not have the right, without the approval of the Developer during the Development Period, to disapprove a use for a Lot which is within the use category designated for such Lot by the Developer pursuant to Section 7.01. The DDRC shall also have the right to approve or disapprove any and all proposed external alterations or use changes for Lots, Living Units or Common Property. The DDRC will not do anything, however, which would prevent the Developer from fulfilling its obligations under the Development Plan.

8.02 Composition and Appointment.

(a) The DDRC shall be established consisting of five (5) members, serving one (1) year terms. The members shall have the following qualifications and shall be selected by the following entities:

(i) DDRC Member #1:

(A) shall be an architect registered in Missouri;

(B) shall be appointed by the Developer for so long as the Developer owns any Lot or has an interest in the Property and may be an employee of the Developer; thereafter Member #1 shall be appointed by a majority vote of the Association Board;

(ii) DDRC Member #2:

(A) shall be a member of a profession related to community design and residential development, including but not limited to architecture, residential real estate development, engineering, environmental planning and design, and landscape architecture;

(B) shall be appointed by Developer for so long as the Developer owns any Lot or has an interest in the Property and may be an employee of the Developer; thereafter Member #2 shall be appointed by a majority vote of the Association Board.

(iii) DDRC Member #3:

(A) shall be an officer or employee of the Developer throughout the Development Period;

(B) shall be appointed by the Developer for so long as the Developer owns any Lot or has an interest in the Property; thereafter Member #3 shall be appointed by a majority vote of the Association Board;

(iv) DDRC Member #4:

(A) shall be appointed by the Developer for so long as the Developer owns any Lot or has an interest in the Property; thereafter, Member #4 shall be appointed by a majority vote of the Association Board;

(B) shall not be an employee of the Developer;

(C) shall be a Resident with the same qualifications set forth in (ii)(A) of this Section;

(v) DDRC Member #5:

(A) shall be appointed by the Developer for so long as the Developer owns any Lot or has an interest in the Property; thereafter, Member #5 shall be appointed by a majority vote of the Association Board;

(B) shall not be an employee of the Developer;

(C) shall be a Resident with the same qualifications set forth in (ii)(A) of this Section.

Each member of the DDRC shall possess substantial professional training and experience. After the Development Period, each DDRC member thereafter appointed by the Developer shall be appointed by a majority of the Association Board.

If any vacancy shall occur in the membership of the DDRC by death, resignation, removal or otherwise, including the failure to find a candidate with the necessary qualifications for a specific DDRC member's position, the remaining vacancies of the DDRC shall be filled by the Developer during the Development Period, or thereafter, by the Developer or the majority vote of the Association Board, as appropriate. Any DDRC member may resign at any time by giving written notice of such resignation to the Chairman of the DDRC and such resignation shall take effect on receipt thereof by the Chairman. Any member of the DDRC may be removed without cause by the Developer or the majority vote of the Association Board, whichever appointed him. If, subject to the above, the Developer or the Association Board, as appropriate, fails to act to fill a vacancy within twenty (20) days of the receipt of a written notice of resignation, a majority of the remaining members of the DDRC shall appoint the new member to fill the vacancy.

**8.03 Officers, Subcommittees and Compensation.** The members of the DDRC shall appoint a Chairman from among their number and may appoint from among their number such other officers and subcommittees as they shall from time to time determine. In addition, the DDRC may establish advisory committees, which may include such members of the DDRC, employees or Members of the Association, or other persons as the DDRC may in its discretion determine; provided that any such subcommittees or advisory committees may make recommendations to the DDRC but shall have no power to finally exercise any of the power and authority of the DDRC under this Declaration. Members of advisory committees may receive such compensation and reimbursement for expenses as the Association Board may determine. Each member of the DDRC shall receive reasonable compensation from the Association for his services as a member thereof and shall be reimbursed by the Association for traveling expenses and other out-of-pocket costs incurred in the performance of his duties as a member of the DDRC; provided, however, that the Developer shall compensate any of its employees who serve as members of the DDRC and shall reimburse them for traveling expenses and out-of-pocket costs incurred in the performance of their duties as Members of the DDRC.

**8.04 Conflicts of Interest.** No member of the DDRC may participate in any decision of the DDRC on a matter in which he has a direct or indirect financial interest, or on a matter in

which he has personally provided professional consulting services for a fee to the party whose application is before the DDRC; provided, however, that this restriction shall not apply to any employee of the Developer solely by reason of his capacity as such employee; provided further, if two (2) or more members may not participate in the making of a decision because of disqualification as provided herein, the Developer or the Association Board, whichever appointed the disqualified members, shall name substitute members to act only on the matter resulting in the disqualification. For a period of one (1) year after his service on the DDRC no former member may represent any matter before the DDRC where that member has participated in any decision on said matter. Each member of the DDRC shall inform the DDRC in writing of any direct or indirect financial relationship which he may have with the Developer and with any applicants, builders and developers with an ownership interest in any lot or living unit within the Property. Such disclosure shall be made within fifteen (15) days of establishment of knowledge of the relationship or commencement of a member's service on the DDRC, and shall be available for inspection by the Developer, the Association Board and all Members.

#### Operations of the DDRC.

**Regular Meetings.** The DDRC shall hold regular meetings at least once per month or more often as may be determined by the members of the DDRC. Special meetings of the DDRC may be called by the Chairman of the DDRC and shall be called by the Chairman upon the written request of a majority of the members of the DDRC then in office. Regular and special meetings of the DDRC shall be held at such time and at such place as the members of the DDRC shall specify. Notice of each regular or special meeting of the DDRC shall be mailed or delivered to each member thereof at his residence or at his usual place of business at least seven (7) days before the day the meeting is to be held. Notice of regular and special meetings need not specify the purpose or purposes for which the meeting is called. Attendance of a member of the DDRC at a meeting shall constitute a waiver of notice of such meeting. At each meeting of the DDRC, the presence of a majority of the members then in office shall be necessary to constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of members of the DDRC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the DDRC. In the absence of a quorum, a majority of the members of the DDRC present at the time and place of the meeting may adjourn the meeting from time to time and until such time as a quorum shall be present. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted at the meeting as originally called. The DDRC shall maintain both

a written record of votes and minutes for each of its meetings. Upon written request, the DDRC shall make such records and minutes and current copies of its By-laws available at reasonable places and times for inspection by Members and prospective Members of the Association.

(b) Activities.

(i) The DDRC shall adopt and promulgate and, as it seems appropriate, amend the Development Guidelines as provided in Section 8.06 hereof and will, as required, make findings, determinations, rulings and orders with respect to the conformity with said Development Guidelines of plans and specifications to be submitted for approval to the DDRC as provided in Section 8.07 hereof. As required, the DDRC shall issue permits, authorizations or approvals pursuant to the directions and authorizations contained herein.

(ii) Any two (2) or more of the members of the DDRC may be authorized by the DDRC to exercise the full authority of the DDRC with respect to the review of plans and specifications pursuant to the provisions of this Article and with respect to all other matters as may be specified by resolution of the DDRC, except with respect to the adoption or promulgation of the Development Guidelines. The unanimous action of two (2) or more members of the DDRC in issuing an approval based upon specified conditions or a modification of any plans and specifications submitted under the provisions of this Article, or in issuing an approval or disapproval of any permit or authorization, shall be final and binding upon the DDRC, subject, however, to an appeal to the DDRC as a whole. Any applicant for such approval, permit or authorization may, within ten (10) days after receipt of notice of any decision which he deems to be unsatisfactory, file a written request to have the matter in question reviewed by the entire DDRC. Upon filing of any such request, the matter with respect to which such request was filed shall be submitted to, and reviewed as soon as possible by, the entire DDRC. Thereafter, the decision of three (3) of the members of the DDRC with respect to such matter shall be final and binding.

8.06 Development Guidelines.

(a) As contemplated by and pursuant to the provisions of Section 8.01, the DDRC may adopt, promulgate, amend, revoke and enforce design and development guidelines, hereafter referred to as the Development Guidelines, for the purposes of:

(i) governing the form and content of plans and specifications to be submitted for approval pursuant to the provisions of Section 8.07;

(iii) governing the procedure for such submission of plans and specifications, and

(iii) establishing policies, requirements, standards, restrictions and specifications with respect to the approval and disapproval of all proposed uses and and of respect to all construction or alteration of any Structure on any Lot lying Within Exemption Area or Common Property.

10. The DDRC shall make a published copy of its Development Guidelines readily available to Members and prospective Members of the Association and builders.

11. Submission of Plans and Specifications. No Structure shall be commenced, erected, placed, moved into or permitted to remain on any lot, nor shall any existing Structure upon any lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the DDRC. Such plans and specifications shall be in such form and shall contain such information as may be required by the DDRC in the Development Guidelines promulgated by the DDRC pursuant to Section 8.06 of this Declaration. At a minimum, submissions to the DDRC shall include (in such detail and according to the scale as required by the Development Guidelines) four (4) copies of: (i) the site plan; (ii) floor plans; (iii) the list of building materials; (iv) the landscape plan; and (v) the exterior view sheets. Such submissions shall include, among the other requirements of the Development Guidelines, a two (2) step testing process whereby the DDRC shall first have submitted to it for its approval a "preliminary" site plan showing building location and relation to the lot lines with preliminary indication of finish grades, and "preliminary" floor plans showing four (4) exterior elevations noting the location of all windows, doors, openings and finish materials, all in as much detail as required by the DDRC and the Development Guidelines. Thereafter, and prior to final approval, the DDRC shall have submitted to it for approval "final" site and floor plans indicating final grading and landscaping and showing the four (4) exterior elevations including doors, windows and openings together with actual samples of materials and colors.

8.08 Approval of Plans and Specifications. Upon approval by the DDRC of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall be deposited as a permanent record with the DDRC and a copy of such plans and specifications bearing such approval in writing shall be returned to the applicant submitting the same. Approval for use in connection with any lot or Structure of any plans and specifications shall not be deemed a

waiver of the DDRC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot or Structure. Approval of any such plans and specifications relating to any Lot or Structure, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided that there has been adherence to and compliance with such plans and specifications, as approved, and any conditions attached to any such approval. The DDRC, in its discretion, is permitted to approve deviations from the Development Guidelines and from this Declaration when, in its judgment, such deviations will result in a more commonly beneficial use. Such approval must be granted in writing. And when the DDRC approves and grants a deviation from this Declaration, such approved deviation shall for all purposes amend this Declaration but only to the limited extent of such specifically approved deviation.

8.09 Disapproval of Plans and Specifications.

(a) The DDRC shall have the right to disapprove any plans and specifications submitted hereunder for any of the following reasons, among others:

- (i) the failure to include information in such plans and specifications as may have been reasonably requested;
- (ii) the failure of such plans or specifications to comply with this Declaration or the Development Guidelines;
- (iii) objection to the exterior design, appearance or materials of any proposed Structure or improvements;
- (iv) incompatibility of any proposed Structure, improvements or use with existing Structures or uses upon other Lots in the Property;
- (v) objection to the site plan of any Lot on grounds of incompatibility with other Lots in the Property;
- (vi) objection to the grading plan for any Lot;
- (vii) objection to the color scheme, finish, proportions, style or architecture, height, bulk, safety or appropriateness of any proposed Structure or improvement;
- (viii) failure to satisfy minimum or maximum floor area requirements or standards relating to costs of maintenance of Completed Units;



(ix) objection to the parking areas proposed for any Lot based on, inter alia:

(1) incompatibility with proposed uses and Structures of the Lot;

(2) insufficiency of size of the parking area in relation to the proposed use; or

(3) undesirable alteration of the flow of water over or through the Lot;

(x) any matter not included in the Development Guidelines, if such matter, in the judgment of the DDRC, would lower the value of or otherwise damage the Property;

(xi) any other matter which, in the judgment of the DDRC, would render a proposed Structure or use inharmonious with the standards for Riss Lake as set forth in the Development Plan.

(b) in any case in which the DDRC shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the DDRC shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal may be prepared and submitted for approval.

8.10 Failure to Act. In the event that the DDRC shall fail to take action on any plans and specifications as herein provided within fifteen (15) business days after receipt of "preliminary" plans and specifications or within fifteen (15) business days after receipt of "final" plans and specifications, together with the fees authorized by Section 8.14 hereof, and such other requirements as called for by the Development Guidelines, the same shall be deemed to have been approved as submitted, and no further action by the DDRC shall be required for the applicant to begin construction. Such approval shall be placed in writing on the plans and specifications and shall be returned to the applicant.

8.11 Inspection Rights. After reasonable notice and at any reasonable time or times, any agent of the Association or the DDRC may enter upon any Lot for the purpose of ascertaining whether the use or maintenance of such Lot or the construction of any Structure thereon is in compliance with the provisions hereof; and neither the Association, nor the DDRC, nor any such agent shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this Section.

8.12 Violations. If any Structure shall be erected, placed, maintained or altered upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with the plans and specifications approved by the DDRC pursuant to this Declaration, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If, in the opinion of the DDRC, such violation shall have occurred, the DDRC shall notify the Association. If the Association Board shall agree with the determination of the DDRC with respect to the violation, then upon written notice of the violation to the Owner from the Association Board (which shall be deemed to have been delivered if sent by registered mail, return receipt requested, postage paid), any such Structure so erected, placed, maintained or altered upon any Lot in violation hereof shall be removed or altered, and any such use shall be terminated, so as to extinguish such violation. If the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same within the time specified in such notice, the Association shall have the right to pursue its Right of Action as provided in Article XVI hereof together with all remedies whether at law or in equity and whether specified herein or in Article XVI hereof, and including but not limited to the remedy of injunctive relief and obtaining a monetary judgment for all costs, expenses, including reasonable attorneys fees, and damages.

8.13 Certification of Compliance.

(a) Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the DDRC, the DDRC shall, upon written request of the Owner thereof, issue a certificate of compliance (herein, "Certificate of Compliance") identifying such Structure and the Lot upon which such Structure is placed and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies with the requirements of the DDRC. A copy of said Certificate of Compliance shall be filed for permanent record with the plans and specifications on file with the DDRC. Provided, however, in no event shall such a Certificate of Compliance be deemed a certification by the DDRC as to compliance of a Structure with any governmental regulations or requirements.

(b) Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated and, as to any purchaser or encumbrancer in good faith and for value or as to any title insurer, such Certificate of Compliance shall be conclusive

evidence that all structures on the lot and the use or uses described therein comply with all the requirements of this Article.

8.14 Fees. As a means of defraying its expenses, the DDRC may charge and collect a reasonable and appropriate fee as established from time to time and published in the Development Guidelines. The fees shall be made payable to the Association and shall be payable at the time plans and specifications are submitted as a condition precedent for the review and approval of such plans and specifications. No additional fee shall be required for the resubmission of plans and specifications revised in accordance with DDRC recommendations.

8.15 Nondiscrimination by DDRC. The DDRC shall not discriminate against any applicant requesting its approval of plans and specifications because of such applicant's race, color, sex, religion, national origin, family composition or marital status. Further, the DDRC in the exercise of its power granted pursuant to this Declaration shall not take any action which is intended to or does, in effect, discriminate against persons of a particular race, color, sex, religion, national origin, family composition or marital status.

#### ARTICLE IX

##### Residential Design Review Committee

9.01 Purpose. A Residential Design Review Committee (hereinafter called RDRC) may be established in each Residential Area (as defined in the Development Plan) for the purpose of facilitating community review and approval of any changes or alterations to existing Structures on Lots designated for residential use and, thereby, relieving the workload of the DDRC.

##### 9.02 Establishment.

(a) An RDRC may be established for a Residential Area when the Association Board deems it appropriate or upon a majority vote of the Association Board after fifty (50) or more Owners of residential Lots in such Residential Area submit a petition signed by each of such Owners to the Association Board for the formation of an RDRC.

(b) An RDRC shall be composed of three (3) members, all of whom shall be Residents. All members of the RDRC should, if possible, be qualified in such professions as architecture, environmental planning or design, landscape architecture or law. Members of an RDRC shall be appointed by a majority of the Association Board and shall serve two (2) year terms of office.

9.03 Powers and Duties.

(a) An RDRC shall review plans and specifications for alterations and additions to Structures, the erection or placement of new Structures and all other alterations and improvements to Lots designated for residential use on which there is a Completed Unit.

(b) An RDRC shall not review plans or specifications for Lots designated for uses other than residential or for Lots outside the Residential Area it serves.

(c) An RDRC may make rules and regulations for the conduct of its own meetings, but shall be subject in all respects to the Development Guidelines and any other rules and regulations promulgated by either the Association or the DDRC in carrying out its function.

(d) For purposes within its jurisdiction, an RDRC shall be the agent of the DDRC and shall have all powers of inspection that the DDRC has. Where violations occur within its jurisdiction, an RDRC may exercise the Right of Action as the agent of the DDRC and the Association, subject to the provisions of Section 9.10 hereof.

9.04 Operations.

(a) An RDRC shall hold meetings, if necessary, at least monthly and may meet more frequently if the members of the RDRC so desire. Notice of the time and place of each RDRC meeting shall be posted at the community center.

(b) The vote of two (2) members present at any meeting shall be required for action by an RDRC on any matter before it. Two (2) members shall also constitute a quorum for the conduct of RDRC business.

(c) Each RDRC shall maintain both minutes and a record of votes for each of its meetings. Each RDRC shall also maintain permanent records with the DDRC of all matters approved by such RDRC. All such records shall be available at the offices of the DDRC for inspection by Members, the DDRC, the Association or other Interested Parties.

9.05 Finance. Each RDRC shall be an operating expense of the Association. The Association may pay the members of the RDRC reasonable compensation for their services and shall reimburse such members for their out-of-pocket expenses incurred in the performance of their duties as members of the RDRC. At least sixty (60) days prior to the end of each calendar year of the Association, each RDRC shall submit a budget for the ensuing year to the Association Board for its approval. The Association Board shall not unreasonably withhold its approval.

9.06 Conflict of Interest. No member of an RDRC may participate in any matter concerning a Lot which he owns or in any matter in which he has a financial interest. Each member shall inform the RDRC in writing of any financial relationship which he may have with any applicant before the RDRC. Such disclosure shall be a part of the permanent written records of the RDRC, on file with the DDRC.

9.07 Approval Required.

(a) No external addition or alteration to any Structure on, or addition of any Structure to or improvement of any Lot designated for residential use on which there is a Completed Unit shall be made unless:

(i) a complete set of plans and specifications in the form prescribed by the Development Guidelines shall have been submitted to the RDRC; and

(ii) such plans and specifications have been approved by the RDRC and the DDRC has endorsed its approval thereon.

(b) No approval shall be given by an RDRC in violation of contravention of this Declaration, the Development Guidelines or any rule or regulation of the DDRC or the Association.

9.08 Appeals. Decisions of an RDRC may be appealed to the DDRC. The DDRC shall decide such appeal at its next regular meeting. Decisions of the DDRC on such appeals shall be final.

9.09 Fees. An RDRC may charge a reasonable fee for the examination of plans and specifications, which fee shall be paid as a condition precedent to taking any action. The amount of such fees shall be subject to the approval of the Association Board.

9.10 Violations.

(a) If an external addition or alteration to a Structure, addition of any Structure, or improvement is made on any Lot designated for residential use on which there is a Completed Unit, other than in accordance with plans and specifications approved pursuant hereto by an RDRC, the Owner of such Lot shall have violated this Article.

(b) If an RDRC determines such a violation to have occurred, the RDRC shall notify the Association. If the Association Board agrees with the determination of the RDRC, the Association shall so notify the Owner of the Lot in writing on which the violation exists in writing, which shall be deemed to have been delivered if sent by registered mail, return receipt requested, postage prepaid. Such Owner shall remove

the offending Structure or otherwise alter his Lot so as to return such lot to the condition it was in before the violation occurred. If such Owner fails to remedy the violation within sixty (60) days after the mailing of notice, then the Association shall have the right to pursue its Right of Action as specified in Article XVI hereof and such other remedies at law or in equity as referred to in Section 8.12 hereof.

9.11 Failure to Act. In the event that an RDRC shall fail to act on any plans and specifications as herein provided within ten (10) business days after receipt of "preliminary" plans and specifications or within fifteen (15) business days after receipt of "final" plans and specifications, together with the required fees and such other requirements as called for by the RDRC or the Development Guidelines, the same shall be deemed to have been approved as submitted and no further action by the RDRC shall be required for the applicant to proceed. Such approval shall be placed in writing on the plans and specifications, one copy of which shall be returned to the applicant.

#### ARTICLE X

##### Easements

###### 10.01 Easements.

10.01. Any provision in this Declaration to the contrary notwithstanding, easements and rights-of-way are hereby expressly reserved to the Developer and, as appropriate and necessary, to the Association, their agents, designees, successors and assigns, in, on, over and under the Easement Area of each Lot and the Common Property, for the following purposes:

(i) the erection, installation, construction and maintenance of wires, lines, conduits and poles and the necessary or proper attachments and appurtenant structures in connection with the transmission of electricity, telephone, traffic signals, fire alarm systems, communication systems, television cables and other utilities and similar facilities;

(ii) the erection, installation, construction and maintenance of storm water drains, land drains, public and private sewers, grinder pumps, pipe lines for supplying gas, water and heat, and for any other public or quasi-public facility, service or function, and appurtenant structures whether above ground or underground;

(iii) slope control purposes, including the right to grade and plant slopes and prevent the doing of any activity which might interfere with slope ratios approved

by the Developer or which might create erosion or sliding problems or which might change, obstruct or retard drainage flow;

(iv) this section 10.01(a) shall not be construed to exempt Structures erected or placed in the Easement Area from the provisions of Article VIII.

(b) Developer reserves unto itself, its assignees, successors and designees, the right, power and authority to direct and control, in cooperation with a public authority or any utility company which will install or own, operate and maintain the respective facilities, or both, which utilities and drainage services (as provided for in paragraphs (a) (i), (ii) and (iii) of this Section 10.01) shall be installed in and occupy any specific easement. Within any easements, no Structure, planting or other material or improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the directional flow of drainage channels in the easement, or which may alter, obstruct or retard the flow of water through drainage channels within the easement areas, or which may change or prevent the intended use of any easement.

(c) Subject to all of the other Restrictions contained in this Declaration, each Owner shall have the right to use the Easement Area of his Lot in any manner not inconsistent with the purposes for which such Easement Area is reserved, and the area within any Easement Area and all improvements within the bounds of such Easement Area shall be maintained continuously by the Owner of the said Lot, except for such improvements for which a public authority or utility company is or may become responsible for maintenance.

(d) Notwithstanding anything herein to the contrary, each Owner of a Lot covenants and agrees that, in cooperation with the Developer, each Owner shall execute all grants of easements, grants of right-of-way or any other similar grant or conveyance documentation required to be executed by an Owner in order to grant and convey to any public authority or utility company, their assigns or lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove all utility lines, service taps, distribution facilities, valves, regulators, pressure sewer systems (including the force mains, grinder pump units and appurtenances) and other equipment appurtenant to and necessary for providing any and all of the utility and drainage services as provided for in paragraphs (a) (i), (ii) and (iii) of this Section 10.01.

(e) The Easement Area as shown on the Development Plan in, on, over and under any Lot or portion of Common Property abutting and adjacent to any Waterway (the "Shoreline Easement Area") is expressly reserved to the Developer, the Association, its Members, designees, successors and assigns for the privilege of using and enjoying such Shoreline Easement Area for so long as they are Members subject to this Declaration and the following:

(i) All such rights, easements and privileges conferred hereby shall be subject to the right of the Association Board to establish, adopt, promulgate, amend and rescind reasonable rules and regulations pertaining to the use, operation and maintenance of the Shoreline Easement Area which shall enhance the preservation of such area, promote the safety and convenience of the users thereof, and which shall serve to promote the best interests of the Members, Residents and Owners of Property.

(ii) All such Shoreline Easement Areas shall be subject to the restrictions and uses set out in Article VIII hereof.

(iii) Each Owner of any Lot abutting the Waterways or abutting the Shoreline Easement Area shall maintain the Shoreline Easement Area according to at least the same standard of maintenance as required of Owners as to their Living Units and Lots. Notwithstanding the foregoing, the Association shall undertake to perform extraordinary maintenance with respect to the Shoreline Easement Area.

10.02 Entry. The Developer reserves for itself and the Association, their agents, designees, successors and assigns the right at all reasonable times and upon reasonable notice to enter upon all parts of the Easement Areas of each Lot for any of the purposes for which said easements or rights-of-way are reserved, without being deemed to have committed a trespass or wrongful act solely by reason of such entry. The Developer and the Association, their agents, designees, successors and assigns shall be responsible for leaving each Easement Area in good repair and condition following any work or activity within such Easement Area pursuant to the provisions of Section 10.01.

10.03 Disposition During Development Period. During the Development Period, the Developer may convey an Easement Area to a public authority or utility company where such conveyance is required by the public authority or utility company as a prerequisite to installing the utility facility the Easement Area is planned to contain or where such conveyance is required by the public authority or utility company as a prerequisite to accepting ownership of the utility facility for operation and maintenance.



10.04 Disposition After the Development Period. At the end of the Development Period, the Developer, with respect to any Easement Areas not yet conveyed or dedicated, shall:

- (a) dedicate the Easement Area on each Lot to the public; or
- (b) dedicate the Easement Area on each Lot to the Association; or
- (c) sell or give the Easement Area on each Lot to the public utilities whose facilities run through such Easement Areas; or
- (d) deed unused Easement Areas on each Lot to the Owner of such Lot; or
- (e) any reasonable combination of the actions set forth in (a) through (d), provided that all Owners or all Owners within each reasonable classification of Owners shall be treated equally.

#### ARTICLE XI

##### General Restrictions

###### 11.01 Maintenance Required by Owner.

(a) Each Owner shall keep all Lots owned by him (including Easement Areas and Shoreline Easement Areas, if any), and all improvements therein or thereon, in good order and repair, including, but not by way of limitation, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with safety and good property management. There is reserved to the Association, its agents, successors, designees or assigns a "maintenance easement" on property lying between the foundation of any Structure on any Lot and the property line of said Lot to permit the Association, its agents, successors or assigns, at its election, to maintain said property at any reasonable hour. The Association shall have the right, after written notice to the Owner of the affected Lot or Living Unit as hereinafter provided, to remove trash or rubbish and to cut grass, weeds and vegetation and to trim or prune any hedge or other planting that, in the opinion of the DDRC, by reason of its location or height or the manner in which it is permitted to grow, is detrimental to adjoining property or is unattractive in appearance. The Association shall further have the right to care for vacant and unimproved property and to

remove grass, weeds and rubbish therefrom and to any and all things necessary or desirable in the opinion of the DDRC to keep such property in neat and good order, all at the cost and expense of the Owner. Such cost and expenses incurred by the Association shall be paid to the Association upon demand and, if not paid within ten (10) days thereof, shall become a lien upon the property affected, equal in priority to the liens provided for in Article IV hereof.

(b) The DDPC shall give fifteen (15) days' written notice to the Owner of any Lot in violation of this Restriction, setting forth the specific violation or breach of this Restriction and the action required to be taken by the Owner to remedy such violation or breach; if, at the end of such time, reasonable steps to accomplish such action have not been taken by the Owner, the DDRC may pursue its Right of Action and shall have such other remedies at law or in equity as may then exist or as provided in Article XVI hereof.

11.02 Land Use and Building Type. No Lots or Living Units shall be used for any purpose other than for residential purposes except as designated by the Developer. The term "residential purposes" as used herein, excludes hospitals, clinics, hotels, industrial, commercial and professional uses, whether from homes, residences or otherwise, and all such uses of the Lots or Living Units are expressly prohibited. No buildings shall be erected, altered, placed or permitted to remain on any Lot unless it is an approved Structure and no previously approved Structure shall be used for any purpose other than that for which it was originally approved. No above-ground swimming pools shall be permitted on any Lot. No Lot shall be split, divided or subdivided for sale, resale, gift, transfer or otherwise and no Living Unit shall be erected on any Lot which is smaller than the minimum size shown on the recorded plat. The Developer hereby reserves the exclusive right to use any of the real property heretofore described for temporary use as an office or for model home purposes during the construction, development and marketing of the community of Riss Lake.

11.03 Landscape Restrictions. No tree or shrubbery shall be maintained in such a manner as to obstruct the view of vehicular traffic. No tree having a diameter of four (4) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the DDRC. The DDRC may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife to protect and encourage the preservation of the ecological balance of the Property. The DDRC may mark certain trees, regardless of size, as not removable without written authorization. Landscaping must conform to the area in the opinion of the DDRC. Each Lot must be sodded with fine leaved turf-type tall fescues, ryes and blue grasses, except in areas to be left in a natural state upon approval of the DDRC. No zoysia, bermuda, R-31 or Mo-99

grasses, nor any varieties thereof, shall be permitted on any lot. In carrying out the provisions of this Section 11.03, the DDRC, the Association, and its agents or designees may come upon any Lot (following reasonable notice) during reasonable hours for the purpose of inspecting and marking trees.

11.04 Building Locations. No building or other Structure shall be located on or built on any Lot nearer to the front Lot line or nearer to the side street right-of-way line than the minimum set back line and shall be within the building "footprint" shown on the recorded plat. No building or Structure shall be placed nor shall any refuse or material, including but not limited to firewood, be placed or stored on any Lot within thirty (30) feet of the rear property line of any Lot abutting any Waterways or Shoreline Easement Areas.

11.05 New Construction. All Living Units and other Structures permitted hereby shall be initially new construction and no buildings shall be moved onto any Lot.

11.06 Uncompleted Structures. No Living Unit or other Structure shall be permitted to stand with its exterior in an unfinished condition for a period longer than nine (9) months after commencement of construction. Extensions for periods beyond nine (9) months may be granted by the DDRC in its sole discretion. In the event of fire, windstorm or other damage, no Living Unit or other Structure shall be permitted to remain in a damaged condition for more than three (3) months. No Living Unit or other Structure shall be occupied until completed according to the plans and specifications approved by the DDRC.

11.07 Temporary Structures and Detached Structures. No temporary building, trailer, tent, garage, barn or other building, whether in the course of construction or otherwise, shall be placed upon any Lot. No detached Structure for purely ornamental purposes nor any permanently constructed stoves, grills or ovens may be erected on any part of any Lot without the consent of the DDRC.

11.08 Garage. Each residence shall have an attached or private garage for not less than two (2) nor more than four (4) cars. The driveway constructed on each Lot shall contain sufficient paved area for the off-street parking of at least two (2) cars. Any garage facing a street shall be equipped with doors which shall be closed as much as practicable to preserve the appearance of the elevation of the residence fronting on the street.

11.09 Fences. No fences or walls shall be placed on any Lot without permission of the DDRC and no approved fence or wall shall be erected or maintained in such a manner as to obstruct the view of vehicular traffic. No wire or chain link fence shall be erected on the Property.

11.10 Placement of signs on Property. No sign, billboard or other advertising device of any nature shall be placed upon any Lot, including Property identification signs, except by the Developer and except as provided herein. The DDRC may adopt and promulgate rules and regulations relating to signs which may be used within the Property. If approved by the DDRC as to color, location, nature, content, size and other characteristics of such signs or devices, signs and other advertising devices may be erected and maintained upon any portion of the Property intended for commercial uses. For Rent and For Sale signs shall be permitted to be placed upon any Lot provided that such signs have first been approved by the DDRC.

11.11 Keeping of Animals on Lots. No animals, birds or insects, other than customary household pets not to exceed two (2) per Lot, shall be kept or maintained on any Lot except as specifically authorized by the DDRC. In no event shall any such pets be kept, bred or maintained for any commercial purpose or in such a manner as to constitute a nuisance or cause unsanitary conditions. No animal of any kind shall be kept, walked or exercised on landscaped Common Property. Pit Bulls or other household pets with vicious propensities, or restricted by local ordinances or of an exotic type or breed are specifically prohibited. As used herein, the term "Pit Bulls" shall mean Pit Bull Terriers, Staffordshire Bull Terriers, American Pit Bull Terriers, American Staffordshire Bull Terriers, or any combination of those breeds and dogs which have the appearance and characteristics of the breed. The DDRC may require that dogs shall not be permitted outside of any Lot except on a leash and accompanied by a responsible person, and no dog run shall be permitted on any Lot. No dog over six (6) months of age shall be kept by any Resident unless such animal shall have a rabies inoculation and a proper license. The DDRC may from time to time publish and impose other reasonable regulations setting forth the type and number of animals that may be kept on any Lot. The DDRC shall have the right to prohibit the keeping of any animal on any Lot and which animal barks, howls or makes any other noises so as to, in the opinion of the DDRC, unreasonably disturb the peace of any Resident.

11.12 Disposition of Trash and Other Debris. No Lot shall be used or maintained as a dumping ground for rubbish. No lumber, metals, bulk materials, refuse or trash shall be kept, stored or allowed to accumulate on any Lot, except building materials during the course of construction for a period not to exceed one hundred eighty (180) days (commencing from day one of the first delivery of any of such materials) for any approved Structure, unless such materials are screened from view in a manner approved by the DDRC. During the course of construction, it shall be the responsibility of each Owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept

in a neat and orderly manner. No burning of any trash, leaves, grass or weeds and no accumulation or storage of litter of any kind shall be permitted on any Lot. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pickup is to be made, at such place on the Lot so as to provide access to persons making such pickup. At all other times such containers shall be stored in such a manner that they cannot be seen from adjacent and surrounding property. All such containers shall be kept in a clean and sanitary condition. The DDRC may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Property.

11.13 Parking of Motor Vehicles, Boats and Trailers. No truck, commercial vehicle, trailer, commercial trailer house, recreational vehicle, all-terrain vehicle, camper, motorcycle, automobile, mobile home, boat or boat trailer shall be brought upon, stored or habitually parked on any Lot in front of any residence or attached garage, or between any residence or garage and an abutting side street, or upon any street abutting any Lot. This shall not be construed to prohibit: (a) a mere temporary (as hereinafter defined) standing; (b) parking of a trailer, boat, trailer house, recreation vehicle, or mobile home for short periods preparatory to take same to some other location for use or storage or the temporary standing or parking of a truck or commercial vehicle for loading, unloading or other commercial purpose; or (c) the parking of any operational automobile on any driveway on any Lot. The Association, with the written approval of the DDRC, may permit such parking for longer than twenty-four (24) hours. No such vehicle shall be openly stored in any area other than that designated by DDRC for the purpose of storage. However, no mechanical maintenance on any vehicle shall be permitted in front of any residence or attached garage, or between any residence or garage and an abutting side street, or upon any street abutting any Lot. While nothing contained herein shall be considered to prohibit the use of portable or temporary buildings or trailers as field offices by contractors during actual construction in Riss Lake, the use and appearance of such a building or trailer must be specifically approved by DDRC prior to its being moved on site. The term "temporary" as used herein shall mean a maximum of twenty-four (24) hours.

11.14 Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Lots or Living Units, nor shall anything be done thereon that may be or become a nuisance or annoyance to any of the other Lots or Living Units on the Property. No exterior lighting shall be directed outside the boundaries of any Lot.

11.15 Antennas, Poles and Projections. No facilities, including poles and wires for the transmission of electricity, telephone messages, CATV signals and the like shall be placed

or maintained above the surface of the ground on any Lot, and no external or outside antennas or satellite dishes shall be permitted on any Lot or Living Unit. No solar collectors of any kind or type shall be maintained except with the permission of the DDRC. No flag poles, poles, standards nor basketball poles shall be erected or maintained except with the prior written permission of the DDRC.

11.16 Subsurface Water. No well, pump, shaft, casing or other facilities for the removal of subsurface water shall be placed or maintained on any Lot, nor shall any boring, drilling, removal of or exploration for subsurface water be conducted on any Lot, except by or with the permission of the DDRC.

11.17 Drainage. Drainage from a Living Unit or Lot directly on to an adjoining Lot shall be prohibited and each Lot Owner shall be required to maintain the Lot and to construct and maintain the gutters and downspouts to control such drainage. The final grading on each Lot shall not cause any adverse change (as determined solely by the DDRC) to the natural grade of such Lot.

11.18 Sanitary Sewers. No individual sewage treatment system shall be permitted on any Lot. All sanitary sewer lines shall connect with the central sewage disposal system provided. Water from downspouts or any surface water shall not be permitted to drain into the sanitary sewer system.

11.19 Water Supply. No individual water supply system shall be permitted on any Lot. No water shall be taken or pumped from any pond, lake, river or stream located on the Property.

11.20 Air and Water Pollution. No use of any Lot (other than the normal use of residential fireplaces and residential chimneys) will be permitted which emits pollutants into the atmosphere, or discharges liquid or solid wastes or other harmful matter into any waterway in excess of environmental standards applicable thereto, to be established by the DDRC, which standards shall at a minimum meet the requirements of Federal and state law and any regulations thereunder applicable to the Property. No waste or any substance or materials of any kind shall be discharged into any private or public sewer serving the Property, or any part thereof, in violation of any regulations of the State of Missouri or any private or public body having jurisdiction. No person shall dump garbage, trash or other refuse into any waterway on or immediately adjacent to the Property. The burning of leaves, trash or any debris is specifically prohibited.

11.21 Mining and Drilling. No Lot or portion thereof shall be used for any mining, boring, quarrying, drilling, removal of, or any other exploitation of subsurface natural resources, with the sole exception of subsurface water, except for areas specifically designated for such purposes by the DDRC. No oil

drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other Structure designed for use in boring oil or natural gas shall be erected, maintained or permitted upon any Lot.

11.22 Placement of Pipelines. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, other than those approved by the DDRC, except at the point of connection of such pipe to house service and except for hoses used for the watering of lawns.

11.23 Chemical Fertilizers, Pesticides, or Herbicides. No commercial chemical fertilizers, pesticides or herbicides other than those approved by the DDRC shall be used on any portion of the Property. This provision in no way limits the use of those products which are readily available for consumer use and approved by an agency, such as the Food and Drug Administration, for the purposes intended.

11.24 Commercial Activity. No commercial activity of any kind shall be conducted on any Lot or in any Living Unit, but nothing herein shall prohibit the renting and management of multifamily structures nor the carrying on of promotional activities by the Developer.

11.25 Fireworks and Use of Firearms. The sale and use of fireworks of any kind whatsoever on the Property is prohibited. Except as permitted by law for security personnel, the use of or discharge of firearms of any kind whatsoever is prohibited, except by permit granted to individuals by the Association for the purposes of target practice and trap or skeet shooting. The Association may set aside certain areas for this use if, in its sole discretion, it deems such action appropriate and desirable. Hunting of any kind, and by any method, including but not limited to firearms, traps, snares, bow and arrows, or manually propelled missiles is prohibited.

11.26 Electric Service. The Developer will cause underground electric service at 120/240 volts single phase, 3-wire only, to be provided to all Lots.

11.27 Laws and Ordinances. Each Owner shall promptly comply with all laws and statutes, ordinances, rules and regulations of Federal, state or municipal governments or authorities applicable to use, occupancy, construction and maintenance of improvements upon any Lot or Living Unit.

11.28 Penalties for Violation of Article XI. If the DDRC determines that provisions of this Article have been violated,

the DDRC may in its discretion seek appropriate relief at law or in equity to assure that the purposes of this Article are fulfilled, including those specified in Section 8.12 hereof.

#### ARTICLE XII

##### Residential Protective Covenants and Restrictions

12.01 Residential Provision. The provisions of this Article XII shall relate solely to Lots designated for residential purposes.

12.02 Restrictions for Residential Lots. No profession or home industry shall be conducted in or on any part of a Lot or in any improvement thereon on the Property without the specific written approval of the DDRC. The DDRC, in its discretion upon consideration of the circumstances in each case, and particularly in consideration of the effect on surrounding Property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No profession or home industry shall be permitted, however, unless it is considered by the DDRC to be compatible with the neighborhood. Except as provided herein, any Living Unit located on a Lot designated for residential use within the Property shall be occupied by the Owner of the Living Unit. Notwithstanding the above, however, leasing of single family or townhome units will be allowed only upon a majority vote of the Association Board. Any lease of a Living Unit entered into without the prior approval of the Association Board shall be a violation of this Declaration. Applications for approval to rent a residential Living Unit shall be submitted to the Association Board in writing and shall state the reasons for seeking permission to rent the Living Unit, the length of time requested for such rental and the steps undertaken by the Owner to either sell the Living Unit or otherwise cause it again to be occupied by an Owner. All such applications will be considered when feasible at the next regularly scheduled meeting of the Association Board. Approval or disapproval by the Association Board shall be based upon the effect, in the sole opinion of the Association Board, of such rental on property values in the area where such Living Unit is located.

12.03 Lot Use for Model Home or Real Estate Office. All else herein to the contrary notwithstanding and as expressly limited herein, any residential Lot may be used for a model home or for a real estate office by the Developer during the Development Period. Such right shall be limited to the Developer and shall extend to no other person, builder, Owner or other developer except as may be permitted by a majority vote of the Association Board.



12.04 Use of Clothes Hanging Devices and Machinery. No clothing or any household fabrics shall be hung in the open on any Lot. No machinery shall be operated upon any Lot (saving such machinery used in the maintenance of a private residence) except with the written approval of the DDRC. No machinery shall be placed, parked or stored upon any Lot unless such machinery is placed, parked or stored within an approved Structure. No hoisting devices shall be permitted upon any Lot; except, however, with the prior written approval of the Association, subject to review and written approval of the DDRC.

12.05 Provisions Applicable to Lots Designated for Single-Family Dwellings. Any Lot subject to this Declaration designated on a recorded plat for single-family dwelling purposes shall be subject, in addition to the general provisions set forth herein, to the following use restrictions:

(a) Land Use: None of said Lots may be improved, used or occupied for other than private residence purposes (except for model homes used by the Developer) and no flat or apartment house, although intended for residential purposes, may be erected or operated thereon. Any residence erected or maintained on any of said Lots shall be designed for occupancy by a single family.

(b) Height Limitation: With respect to the front and street elevation of any residence erected on any of said Lots the front and street elevation of any such residence shall not be more than two (2) levels in height, above ground.

(c) Size Requirements: (i) Subject to the imposition of alternate square footage requirements as may be established on selected Lots due to location and orientation, any residence consisting of a single above-ground level shall contain a minimum of two thousand (2,000) square feet of enclosed floor area; any residence containing one and one-half (1-1/2) stories shall contain a minimum of one thousand eight hundred (1,800) square feet of enclosed floor area on the first level and a minimum of seven hundred (700) square feet of enclosed floor area on the second level; any residence consisting of two (2) levels above ground shall contain a minimum of twelve hundred (1,200) square feet of enclosed floor area on the first above-ground level and a minimum of one thousand two hundred (1,200) square feet of enclosed floor area in the second above-ground level. (ii) The words "enclosed floor area" as used herein shall mean and include areas of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence, and shall not mean or include any areas of basements, garages,

carports, porches or attics. (iii) When lesser square footage requirements are permitted by the DDRC, the DDRC will permit such variance from the requirements herein in a consistent manner, and not on a spot basis, taking into consideration the use of adjoining Lots. (iv) Notwithstanding anything herein to the contrary, the residence located on Lot 73 on the Phase I Development Plan shall contain a minimum of four thousand (4,000) square feet of enclosed floor area and the residences located on Lots identified as Lot 57, Lot 58, Lot 59, Lot 71, Lot 72, Lot 77, Lot 78 and Lot 79 on the Phase I Development Plan shall each contain a minimum of three thousand (3,000) square feet of enclosed floor area.

(d) Building Lines: Unless otherwise shown on any recorded plat or as otherwise shown or permitted in the Development Guidelines or permitted by the DDRC, no part of any residence shall be located on any Lot nearer to the front street or the side street than is the front building line or the side building line shown on the recorded plat; nor shall any part of any residence be located on any Lot nearer than ten (10) feet to the side property lines; twenty-four (24) feet to the front property line; and thirty (30) feet to the rear property line. Provided, however, the following enumerated parts of any residence may project over the above-described front, side and rear lines, for the distance shown, to wit:

(i) Window Projections: Bay, bow or oriel, dormer and other projecting windows not exceeding one (1) story in height may project a distance not to exceed three (3) feet.

(ii) Miscellaneous Projections: Cornices, spoutings, chimneys, brackets, pilasters, grillwork, trellises and other similar projections and any other projections for purely ornamental purposes, may project a distance not to exceed three (3) feet.

(iii) Vestibule Projections: Any vestibule not more than one (1) story in height may project a distance not to exceed three (3) feet.

(iv) Porch Projections: Unenclosed, covered porches, balconies and porte-cocheres may project beyond the front building line not to exceed six (6) feet.

(v) Uncompleted Structures: No residence shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months

after commencement of construction. In the event of fire, windstorm or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months.

(vi) Garages and Carports: All garages and carports must be attached to the main dwelling house unless otherwise approved by the DDRC. Side entry garages shall be required on all Lots, except as may be permitted by the DDRC. If garages are approved facing any street, they must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. The driveway of each lot shall contain sufficient paved area for the off-street parking of at least two (2) cars.

(vii) Frontage: Each dwelling house shall front and present a good frontage on the street on which it is located as shown on the recorded plat. Each dwelling house located on a corner lot shall front or present a good frontage on both streets. On select corner lots as designated by the DDRC, dwelling houses must be set at a ninety degree angle as determined by the DDRC. Each dwelling house shall present good frontage on all four (4) sides.

(viii) Building Materials. Roof to be #1 red cedar shingles, medium or heavier hand split wood shake shingles, slate or tile. Flat roofs may only be permitted if they fit in with the design scheme and are visually appealing from other lots, roads or open spaces. Exterior building materials to be combinations of brick, stone, wood shingles, wood siding, wood paneling, painted masonite, horizontal lapped siding, plate glass or stucco. No manufactured stone, masonite board or batt, or lava rock for exterior walls is allowed. Building materials must remain consistent on all four (4) walls. No exposed foundations or retaining walls will be permitted. Foundations and retaining walls shall be covered with exterior materials and finished the same as adjoining exterior walls.

ARTICLE XIII

Waterfront Areas and Waterways

13.01 Restrictions for Waterfront Lots. Any Lot which shall abut upon any lake, retention pond, stream, river, canal or other waterway (hereinafter collectively referred to as

"Waterways") shall be subject to the following additional restrictions:

(a) No wharf, pier, bulkhead or other Structure or obstruction shall be built or maintained upon any waterfront site or into or upon any Waterway on the Property or adjacent thereto except with the specific written approval of the DDRC and which approval shall be reviewed by the DDRC on at least an annual basis. No Structure or obstruction shall be permitted if it offers any threat whatsoever to safe navigation upon such Waterway or to the safe and convenient use of such Waterway as a recreation facility. All watercraft shall be kept in an approved dock or storage facility.

(b) No boat canal shall be constructed or installed upon any Lot nor shall any facility or device be constructed or installed upon any Lot which shall in any way alter the course of or natural boundaries of any Waterway, or which shall involve or result in the removal of water from any Waterway.

(c) No boat, hoists, launching facilities or any similar type of structures or equipment shall be installed, constructed or maintained upon any Lot, nor shall any boat trailer be stored on any Lot in such manner as to violate the regulations of the DDRC.

13.02 Use of Boats. No boat or watercraft of any kind shall be operated upon any Waterway on the Property without the prior written approval of the Association Board and if such approval is granted such operation shall conform to all rules and regulations promulgated by the Association and the DDRC concerning the use of boats. No internal combustion engines shall be used on any Waterway, except on rescue, police boats or maintenance. No boat shall exceed seventeen (17) feet in length.

13.03 Use of Waterways. The Association expressly reserves unto itself, its successors, assigns and Members, every reasonable use and enjoyment of the Waterways and appurtenant easements thereto in a manner not inconsistent with the scheme of this Declaration. The Association shall have the exclusive right, to be exercised at the discretion of the Association Board, to construct, maintain, operate, regulate and control such recreational facilities, ramps, docks, hoists, launching facilities or other structures in and upon the Waterways and appurtenant Shoreline Easement Areas and Common Property as the Association Board may determine is in conformance with the Development Plan and this Declaration. The Association's rights stated above may be exercised in conjunction with the requirement of the Association that the use of such facilities

may be by license, permit or any other form of writing or documentation as may be required and issued by the Association.

13.04 Shoreline Contours. Shoreline contours of lakes may not be changed without the written approval of the DDRC. No Lot shall be increased in size by filling in the waters upon which it abuts.

13.05 Rules and Regulations. Rules and regulations for the use and enjoyment of the Waterways may be promulgated by the Association, including, by way of example but not limitation, the size of motors which may be used thereon.

13.06 Refuse. No refuse of any kind shall be disposed of or placed in the lakes.

13.07 Vehicle Parking. No vehicle, trailer, boat or watercraft shall be stored within twenty (20) feet of the shoreline without approval of the DDRC.

13.08 Lake Frontage. No concrete shall be exposed on any elevation facing a lake.

ARTICLE XIV

Covenants With Respect To Equal Housing Opportunity

14.01 Covenants of Owners

(a) Any person when he becomes an Owner or Resident agrees that neither he nor anyone authorized to act for him will refuse to sell or rent, after the making of a bona fide offer, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny the property covered by the Deed to any persons because of race, color, religion, sex, age (if old enough to contract) or national origin or because such person receives financial assistance from the local, state or Federal government. This covenant shall run with the land and shall remain in effect without limitation in time.

(b) Any restrictive covenant on the Property relating to race, color, religion, sex, age (if old enough to contract) or national origin is recognized as being illegal and is specifically disclaimed.

14.02 Covenants for Lessee. All Owners and Residents shall treat all applications for leasehold interests in a uniform manner and shall award leases according to objective standards. No decision on any applicant for a leasehold interest shall be made on the ground of the applicant's race, color, religion, sex, age (if old enough to contract) or

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national origin. All lease agreements, to prohibit discrimination in subleasing, shall contain substantially the following clause:

"The tenant covenants and agrees that it will not sublet to or assign the demised premises or any part thereof, or transfer possession of occupancy thereof in any manner whatsoever, without the prior written consent of the lessor. Further, the tenant covenants and agrees that when prior written consent of the lessor is obtained, or in the event the subletting or assignment is to be arranged through public advertisement or listing of any kind, the tenant will treat all applications for sublease or assignment interests in a uniform manner and will award leases according to objective standards. No discrimination shall be made on the ground of the applicant's race, color, religion, sex, age (if old enough to contract) or national origin."

#### ARTICLE XV

##### Duration And Amendment

15.01 Duration. This Declaration and the Restrictions contained herein shall run with, burden and bind the Property, shall inure to the benefit of and shall be enforceable by the Developer (during the Development Period), the Association and the Owner of any Lot included in the Property, their respective legal representatives, heirs, successors and assigns, and by any Resident until December 31, 2007; after which time the Declaration shall be automatically renewed for successive periods of ten (10) years unless, prior to the commencement of any such renewal period, an instrument terminating this Declaration and the Restrictions contained herein shall be executed by the proper Association officers and recorded in the Office of the Recorder of Deeds of Platte County, Missouri or in such other place of recording as may be appropriate at the time of the execution of such instrument, pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Members of each Class, which resolution shall have been approved within six (6) months prior to December 31, 2007, or the end of any such ten (10) year extension period.

##### 15.02 Amendment.

(a) Except as hereinafter specifically provided, this Declaration may not be amended, terminated or modified in any respect except by recording, in the Recorder of Deeds Office of Platte County, Missouri, an instrument executed by the proper

Association officers and authorized by the membership of the Association pursuant to a resolution to such effect approved in writing by not less than two-thirds (2/3) of the total number of Members.

(b) Notwithstanding the foregoing, during the Development Period this Declaration can be abolished, amended, modified or changed in whole or in part by the Developer in order to correct technical deficiencies of this Declaration as determined to exist by the Developer; to annex Property as provided for herein; and, to give effect to all of the rights, obligations and duties created or contemplated herein.

#### ARTICLE XVI

##### Enforcement

###### 16.01 Right of Action.

(a) In the event of a violation or breach of any Restriction contained in this Declaration, the Association shall give written notice to the Owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions which shall be taken by the Owner to remedy such violation or breach. If the Owner shall fail to take reasonable steps to remedy such violation or breach within the time limit specified in the written notice, then the Association may pursue its Right of Action. The term "Right of Action" as used herein, shall mean the right of the Association, through its agents and employees, to enter at all reasonable times upon any Lot as to which a violation, breach or other condition to be remedied exists, and take the actions specified in the notice to the Owner to abate, extinguish, remove or repair such violation, breach or other condition which may exist thereon contrary to the provisions hereof. Such entry or action, or both, shall not be deemed to be a trespass or wrongful act solely by reason of such entry and such actions, provided such entry and such actions are carried out in accordance with the provisions of this Section. All costs and expenses including reasonable attorneys' fees incurred by the Association or on its behalf in enforcing such Right of Action, shall be a binding personal obligation of such Owner enforceable at law, as well as a lien on such Owner's Lot enforceable pursuant to the provisions of Section 16.02 hereof. The lien provided under this Section shall not be valid against a bona fide purchaser (or bona fide lienholder) of the Lot in question unless a notice of such lien shall have been filed in the Recorder of Deeds Office of Platte County, Missouri prior to the recordation in the said office of the Deed (or lien instrument) conveying the Lot in question to such purchaser (or subjecting the same to such lien). "Right of

Action" shall also mean and encompass the right to pursue all remedies herein specified and specified in Sections 16.02 and 16.03, together with all remedies at law or in equity.

(b) During the Development Period, the Developer may pursue its Right of Action in such cases where it is the judgment of the Developer that the Association has abused its discretion in electing not to exercise its Right of Action to enforce the provisions of the Declaration and has thereby jeopardized the performance of the obligations of the Developer pursuant to the Development Plan. The Developer's Right of Action shall be subject to the following limitations:

(i) the Developer shall give written notice to the Association identifying the violation which Developer seeks to correct and the steps Developer will take to remedy the condition; and

(ii) the Developer may not commence to exercise its Right of Action less than thirty (30) days nor more than sixty (60) days after giving written notice to the Association.

16.02 Specific Performance. Nothing contained herein shall be deemed to affect or limit the rights of the Developer (so long as it is an Owner), the Association, the Members, the Residents or the Owners of the Lots to enforce any of the terms, covenants or conditions of this Declaration by appropriate judicial proceedings. However, the Developer hereby declares that it is impossible to measure in money the damages which will accrue to a beneficiary hereof, its transferees, successors or assigns, by reason of a violation of, or failure to perform any of the obligations provided by, this Declaration. Therefore, any beneficiary hereof shall be entitled to relief by way of injunction or specific performance, as well as any other relief available at law or in equity, to enforce the provisions hereof. In any and all such actions, whether at law or in equity, any such beneficiary hereof who is entitled to relief shall also be entitled to recover all costs and expenses, including reasonable attorneys fees, incurred in enforcing such rights.

16.03 Enforcement of Liens.

(a) The Association shall have a lien for Assessments, user fees and charges (herein collectively, "Assessment" or "Assessments") as set forth in Section 4.01 hereof and shall have a lien for the cost of exercising the Right of Action as set forth in Section 16.01 hereof. The amount which may be recovered by the Association shall include the Assessment or costs, together with the cost of such enforcement proceedings, including reasonable attorney's fees and interest. Suit to



recover a money judgment for unpaid Assessments shall be maintainable without foreclosing or waiving the lien provided for in Section 4.01 hereof.

(b) If any demand for payment or claim of lien or liens is not paid when due as provided in Section 4.05 hereof, the Association Board or its duly authorized representative may thereafter elect to file and record a claim of lien on behalf of the Association against the Lot or Living Unit of the defaulting Owner in the Office of the Recorder of Deeds, Platte County, Missouri. Such claim of lien shall be executed and acknowledged by any officer of the Association and shall contain substantially the following information:

- (i) the name of the delinquent Owner;
- (ii) the legal description and street address of the Lot or Living Unit against which the claim of lien is made;
- (iii) the total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs and reasonable attorney's fees (with any proper offset allowed);
- (iv) that the claim of lien is made by the Association pursuant to this Declaration; and
- (v) that a lien is claimed against said Lot or Living Unit in an amount equal to the amount stated; together with all other amounts becoming due from time to time in accordance with this Declaration.

(c) Upon such recordation of the duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Lot or Living Unit against which such Assessment or cost was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except for tax liens for real property taxes and assessments on any Lot or Living Unit in favor of any municipal or other governmental assessing unit and except as provided in Section 4.05 hereof.

(d) Any such lien may be foreclosed by appropriate action at law or in the manner provided by law for foreclosure of mortgages or sale by a judgment creditor or in any other manner permitted by the laws of Missouri. The Association Board is hereby authorized to appoint any attorney or any officer or director of the Association for the purpose of conducting such proceeding.

(e) The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Owners and shall secure payment of all sums set forth in the claim of lien, together with all sums becoming due and payable in accordance with this Declaration after the date of recordation of said claim of lien.

(f) Upon the timely curing of any default for which a notice of claim of lien was filed by the Association Board and the payment of all sums secured by the lien created by the recordation of such claim of lien, the Association Board shall (upon payment by such Owner of reasonable costs by the Owner of the Lot or Living Unit subject to the lien) cause an officer of the Association to file and record an appropriate release of such claim of lien in the Office of the Recorder of Deeds for Platte County, Missouri.

(g) No Owner may waive or otherwise escape liability for the Assessments provided for in this Declaration by nonuse of the Common Area, or any part thereof, or any part of the Property, or abandonment of his Lot or Living Unit. Notwithstanding anything contained in this Declaration to the contrary, no action may be brought to foreclose or otherwise realize on the lien created by recordation of the claim of lien, until the expiration of thirty (30) days after a copy of said claim of lien, showing the date of recordation thereof, has been mailed to the Owner of the Lot or Living Unit which is described in such claim of lien.

(h) Each Owner does hereby waive, to the extent of any liens created pursuant to this Declaration, whether such liens are now in existence or are created at time in the future, the benefit of any exemption laws of the State of Missouri now in effect, or in effect from time to time hereafter.

16.04 No Waiver. The failure of the Developer, the Association, the Owner of any Lot, his or its respective legal representatives, heirs, successors and assigns, or any Resident, to enforce this Declaration shall in no event be considered a waiver of the right to do so thereafter as to a similar violation or breach occurring prior or subsequent thereto.

16.05 Additional Rules. The Association Board, the DDRC and the RDRC, each by a majority vote, to the extent specifically provided herein, may adopt, amend, modify, promulgate and rescind or revoke reasonable rules, regulations and procedures regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting, amending, modifying, promulgating rescinding or revoking such rules, regulations and procedures, or in making any finding, determination, ruling or order or in carrying out any directive

contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association, the DDRC and the RDRC shall take into consideration the best interests of the Owners and Residents of the Property to the end that the Property shall be preserved and maintained as a community of high quality, and shall seek to achieve the development of the Property in accordance with the standards and objectives set forth in the Development Plan.

16.06 Incorporation of Provisions in Deeds.

(a) Each grantee, by accepting a Deed, lease or other instrument conveying any interest in any Lot, whether or not such instrument incorporates or refers to this Declaration, covenants for himself, his heirs, successors and assigns to observe, perform and be bound by the Declaration and to incorporate this Declaration by reference in any Deed or other conveyance of all or any portion of his interest in any real property subject hereto.

(b) The Developer and each grantee taking title through the Developer by acceptance of a Deed, lease or other instrument conveying any interest in any Lot, further agrees to cause all subsequent grantees to execute any Deed, lease or other instrument conveying any interest in any Lot for the purpose of affirmatively assuming the obligations of an Owner hereunder and agrees to include the following covenant in any such Deed or other instrument conveying any interest in any Lot:

"For the benefit of the grantor, the Developer, the Riss Lake Community Association, and their respective heirs, successors and assigns, the grantee hereunder executes this instrument for the purpose of assuming the obligations of an Owner under the Declaration of Covenants, Restrictions, Easements, Charges and Liens to which the property is subject and expressly agrees to comply with each provision thereof to the extent such provision applies to him."

This covenant, and any such covenant in any Deed to any Lot, may be specifically enforced against the grantor or the grantee, or both.

16.07 Successor Developer. Anything herein mentioned to the contrary notwithstanding, should the Developer lose or divest itself of a substantial legal or equitable interest in the remaining unsold property of Riss Lake:

(a) All of the Developer's rights, powers, duties and obligations under this Declaration (except as to those possessed by each Owner, so long as the Developer remains

as Owner) shall pass with such interest in the real property to a new Owner of part or all of such interest in the Property ("New Developer").

(b) Neither the New Developer, the Association, the Members, the Owners nor the Residents shall assume any liability arising from the Developer's exercise of its rights and powers under this Declaration or its performance, or failure to perform, its duties and obligations hereunder before the loss or divestiture of the Developer's rights, powers, duties and obligations hereunder. The foregoing sentence shall not be construed so as to relieve a New Developer, wholly or partially, of the obligation to make advances to the Association pursuant to this Declaration on grounds that any cash deficit of the Association is attributed to the previous action or inaction of the Developer.

#### ARTICLE XVII

##### Miscellaneous

17.01 No Reverter. No Restriction herein is intended to be, or shall be construed as, a condition subsequent or as creating a possibility of reverter.

17.02 Invalidity. The determination by a court that any provision hereof is invalid for any reason shall not affect the validity of any other provision hereof, and to the extent that any term, covenant or condition contained in this Declaration is in conflict with any applicable laws, this Declaration shall be deemed to be amended so as to comply with applicable laws.

17.03 Violation and Nuisance. Any act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association or any Owner of a Living Unit or Lot.

17.04 Violation of Law. Any violation of any Federal, state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any of the Property is hereby declared to be a violation of this Declaration and subject to any and all of the enforcement procedures set forth herein.

17.05 Remedies Cumulative. Each remedy set forth in this Declaration shall be in addition to all remedies whether available at law or in equity and all such remedies, whether or not set forth in this Declaration, shall be cumulative and not exclusive.

17.06 Limitations. During the Development Period, the Association may not use its resources nor take a public position in opposition to the general Development Plan or to changes thereto proposed by the Developer. Nothing in this Section shall be construed to limit the rights of Members acting as individuals or in an affiliation with other Members of groups. No Owner may petition the City of Parkville, Missouri, to upgrade Coffey Road south of the entrance to the Property off of Coffey Road into the Property.

17.07 No Personal Liability. No member of the Association Board, officer of the Association, member of the DDRC, member of the RDRC, member of any committee of the Association, whether such committee is specifically described in this Declaration or hereafter created by the Association, or Manager, if any, or the Developer shall be personally liable to any Owner, Member, Resident or to any other party for any damage, loss or prejudice suffered or claimed on account of any act, omission, error, failure to act, or negligence of any such Association Board Member, officer or committee member of the Association, Manager, if any, the Developer, or any Member of the DDRC or the RDRC and, further, neither the DDRC nor the RDRC nor any member thereof shall be liable to the Association, any Owner or to any other party for any damage, loss or prejudice suffered by or claimed on account of (a) the approval or disapproval of any plans, drawings or specifications, whether or not defective, (b) the construction or performance of any work upon the Property, (c) the execution and filing of any estoppel certificate, whether or not the facts therein are correct, or (d) any other act, action or conduct of such committee. Such limitation of liability shall apply in all cases, provided that such person has, on the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

17.08 Assignability.

(a) The Association shall be empowered to assign its rights, or any part thereof, to any successor public body, authority, agency, district or not-for-profit corporation (hereinafter referred to as the "Successor Entity"), and upon such assignment the Successor Entity shall have those rights and be subject to those duties assigned thereby and shall be deemed to have agreed to be bound by the appropriate provisions hereof to the same extent as if the Successor Entity had been an original party to the Declaration. Any such assignment shall be accepted by the Successor Entity under a written agreement pursuant to which the Successor Entity expressly assumes the duties and obligations thereby assigned.

(b) If for any reason the Association shall cease to exist without having first assigned its rights hereunder to a Successor Entity, the covenants, restrictions, easements, charges and liens imposed hereunder shall nevertheless continue

and any Owner or Resident may petition a court of competent jurisdiction to have a trustee appointed for the purpose of organizing a not-for-profit corporation and assigning the rights hereunder with the same force and effect, and subject to the same conditions, as provided in this Section 17.08 with respect to an assignment and delegation to a Successor Entity.

(c) Any assignment or delegation of rights shall be approved by two-thirds (2/3) of the Members of all Classes considered as a single Class voting in person or by proxy at an Association meeting at which a quorum is present or voting in a referendum called for such purpose after proper notice is given.

(d) The Developer may, at its option, assign any or all or its rights under this Declaration.

17.09 Headings. The headings of the Articles and Sections hereof are for convenience only and shall not affect the meaning or interpretation of the contents of this Declaration.

17.10 Gender. Throughout this Declaration, the masculine gender shall be deemed to include the feminine and neuter, and the singular, the plural, and vice versa.

17.11 Effect of Violation of Declaration on Mortgage. No violation of this Declaration shall defeat or render invalid the lien of any mortgage made in good faith and for value upon any portion of the Property; provided, however, that any mortgagee in possession or any purchaser at any foreclosure sale or any person in a similar position shall be bound and subject to this Declaration as fully as any other Owner of any portion of the Property.

17.12 Delivery of Notices and Documents.

(a) Any written notice or other documents addressed to the Association, the Association Board, the DDRC, the RDRC or the Developer relating to or required or permitted by the Declaration may be delivered either personally or by registered mail, return receipt requested. If by registered mail, it shall be deemed to have been given, delivered and received upon receipt thereof by the addressee.

(b) Any written notice or other documents relating to or required or permitted by the Declaration may be delivered to an Owner or Member either personally or by mail unless other requirements are specifically made in any provision hereof. If by mail, it shall be deemed to have been given, delivered and received seventy-two (72) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed to such Owner or Member, to the address of any Lot or Living Unit owned, whether in whole or in part, by such Owner or

Member, or to any other address last furnished by such Owner or Member to the Association. Each Owner or Member of a Lot or Living Unit and each Member shall file his correct mailing address with the Association, and shall promptly notify the Association in writing of any subsequent change of address. Any notice given or required to be sent pursuant to this Section 17.12(b) shall be deemed to have been properly given, unless other requirements are specifically made in any provision hereof, when mailed, postage prepaid, to the last known address of the person to whom notice is to be given.

17.13 Local Laws Not Superseded. This Declaration shall not be construed as permitting any action prohibited by applicable zoning laws, or by the laws, rules or regulations of any governmental body, or by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or this Declaration shall govern and control.

PARKVILLE DEVELOPMENT COMPANY,  
a Missouri general partnership

By: *John Rubenstein*  
John Rubenstein,  
Managing General Partner

STATE OF MISSOURI )  
                          ) ss.  
COUNTY OF JACKSON )

On this 1th day of March, 1988, before me personally appeared John Rubenstein, to me personally known, who, being by me duly sworn did say that he is the Managing General Partner of Parkville Development Company, a Missouri general partnership, and that said instrument was signed in behalf of said partnership and acknowledged to me that he executed the same as the free act and deed of said partnership.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

  
My Commission Expires:  
August 8, 1990  
Notary Public, State of Missouri  
Commission Expires in Jackson County  
My Commission Expires Aug. 8, 1990

*Daniel Sturm*  
NOTARY PUBLIC

[SEAL]

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EXHIBIT "A"  
PHASE I of PROPERTY

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EXHIBIT "A"  
PHASE I LEGAL DESCRIPTION

That part of the Northwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri, described as follows: Beginning at a point on the North line of the Northwest Quarter of said Section 25, which is 1344 feet East of the Northwest corner of said Section 25, thence West along the North line of said Section 25, a distance of 912 feet to a point, thence South 276 feet, thence 524 feet, thence South 401.5 feet, thence East 388 feet, thence North 677.5 feet to the point of beginning;

ALSO, the North half of the Northeast Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, the Northwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri, EXCEPT a tract in the Northwest Quarter of said Section 25, described as follows: Beginning at the Northwest corner of said Section 25, and running East 1344 feet; thence South 677.5 feet, thence West 1344 feet to a stone, thence North 677.5 feet to the point of beginning;

ALSO, the West half of the Southwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, 50 acres off the North end of the East half of the Southwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, the South 30 acres of the East half of the Southwest Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, the West 40 acres of the South 140 acres of the Southeast Quarter of Section 25, Township 51, Range 34, Parkville, Platte County, Missouri;

ALSO, all that part of the East half of the Northeast Quarter of Section 26, Township 51, Range 34, Parkville, Platte County, Missouri, lying East of the centerline of the Missouri State Highway #9, as now established, and South of a line drawn 670.92 feet North of and parallel with the South line of said Quarter Section;

ALSO, all that part of Section 26, Township 51, Range 34, Parkville, Platte County, Missouri, described as follows: Beginning at a point on the South line of said Section 26, at a point 640.6 feet East of the centerline of the Old Parkville to Platte City Road or Main Street in the City of Parkville; thence North 490 feet; thence East 155 feet; thence North 173.8 feet; thence North 30 degrees 09 minutes 18 seconds East 342.38 feet; thence North 19

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degrees 20 minutes 30 seconds West 160 feet; thence North 3 degrees 58 minutes West 135 feet to a line 1246.7 feet North of and parallel with the South line of said Section 26; thence West along said line and parallel with the South line of said Section 26 410 feet to a point in the centerline of the Old Parkville to Platte City Road; thence North 0 degrees 24 minutes West along said centerline 290 feet; thence North 13 degrees 44 minutes East along said centerline of said road 270.5 feet; thence North 0 degrees 54 minutes East along the said centerline of said road 831.6 feet to the North line of the Southeast Quarter of said Section 26; thence East along the North line of the Southeast Quarter of said Section 26 a distance of 1251.1 feet to the Northeast corner of the Southeast Quarter of said Section 26; thence South along the East line of said Section 26 to the Southeast corner of said Section 26; thence West along the South line of said Section 26 to the point of beginning; EXCEPT the Walnut Grove Cemetery, more particularly described as follows: Beginning at a point on the centerline of the Old Parkville to Platte City Road 1925 feet North of the South line of said Section 26; thence running North 89 degrees 40 minutes 05 seconds East and parallel with the South line of said Section 26 a distance of 264 feet; thence North 1 degree 40 minutes West 470 feet; thence North 85 degrees 36 minutes 40 seconds West 243.06 feet to the centerline of the Old Parkville to Platte City Road; thence South 0 degrees 56 minutes West along the centerline of said Old Parkville to Platte City Road; 490 feet to the point of beginning;

ALSO, part of the Northeast Quarter of Section 35, Township 51, Range 34, Platte County, Missouri, described as follows: Beginning at the Northeast corner of said Section 35; thence South along the Section line between Sections 35 and 36 a distance of 1086.86 feet to the centerline of the present Woodward Road; thence Northwestwardly along the centerline of said Woodward Road until the intersection of said road and 12th Street in the City of Parkville is reached; thence Northeasterly perpendicular to the North line of 12th Street 20 feet to the North line of said 12th Street in the City of Parkville; thence along the North line of said 12th Street to the Southeast corner of Lot 1 in Block 51, City of Parkville, thence Northeasterly along the Easterly line of Lots 1 and 2 in Block 51, in the City of Parkville, to the Southeast corner of Lot 19, in block 51, City of Parkville; thence Westerly along the South line of Lot 19, in Block 51, city of Parkville; to the Easterly line of State Highway #9; thence Northeasterly along the Easterly line of State Highway #9 to the North line of said Section 35; thence East along the North line of said Section 35 to the point of beginning; EXCEPT Lots 1 and 2, Block 52, City of Parkville; ALSO EXCEPT all that part of the Northeast Quarter of Section 35, Township 51, Range 34, described as follows: Beginning at the Northeast corner of Block 52, in the City of Parkville; thence Easterly along the Easterly prolongation of the Northerly line of said Block 52, a distance of 156 feet to the centerline of a dirt road as now graded and used; thence Southerly along the centerline of said road 164.2 feet to the point of intersection with the Easterly prolongation of the Southerly line of said Block 52; thence westerly 119 feet along the Easterly prolongation of the Southerly line of Block 52 to the Southeast corner of said Block 52; thence Northerly along the East line of said Block 52 to the point of beginning.

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EXHIBIT "B"

"COMMON PROPERTY"

As shown in the Plat of Riss Lake recorded in the Recorder of Deed's Office of Platte County, Missouri as the "Common Area" and including the following tracts as shown thereon:

- Tract A
- Tract B
- Tract C
- Tract D
- Tract E
- Tract F
- Tract G
- Tract H
- Tract I

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