

This document is the single document you need to refer to for the current CC&Rs for Longview Farm HOA. Most of the regulations for homeowners are in Article IX through Article XI. We have a separate document that contains just those Articles. This document was created by taking the 2nd Amendment as the baseline, then modifying it to reflect the changes made in each subsequent Amendment (3rd through 9th).

SECOND AMENDMENT OF DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR LONGVIEW FARMS ASSOCIATION

This Second Amendment is made this 14th day of July, 1987, by LONGVIEW PROPERTIES, LTD., a Colorado Limited Partnership d/b/a LONGVIEW PROPERTIES, L.P., by its sole general partner, FOUR BAR CO., a Colorado corporation, for the purpose of amending the Declaration of Covenants, Conditions, and Restrictions for the Longview Farm Homes Association recorded as Document No. I759082 in the Office of Recorder of Deeds of Jackson County, Missouri at Independence, Missouri, on March 26, 1987, in Book I1,655 at pages 2,197 through and including 2,248 (the "Original Declaration"), and subsequently amended by an Instrument recorded as Document No. I762442 in the Office of Recorder of Deeds of Jackson County, Missouri at Independence on April 10, 1987 in Book I1,662 at pages 1,561 through and including 1,564 (the "First Amendment").

WITNESSETH:

WHEREAS, all of the Lots and Parcels of Property described in Exhibit "A" attached to the Original Declaration and Exhibit "1" attached to the First Amendment are subject to certain Covenants, Conditions, and Restrictions recorded in the Original Restrictions and First Amendment hereinbefore mentioned; and

WHEREAS, LONGVIEW PROPERTIES, LTD., a Colorado Limited Partnership d/b/a LONGVIEW PROPERTIES, L.P., desires to make certain amendments, modifications and other changes in said Covenants, Conditions and Restrictions; and

WHEREAS, under the provisions of Section 2 of Article XII of the Original Declaration, the Declarant, as Owner of all of the Properties subject to the Original Declaration and any properties annexed to such Properties may amend the Original Declaration.

NOW, THEREFORE, Declarant, LONGVIEW PROPERTIES, LTD. d/b/a LONGVIEW PROPERTIES, L.P., hereby declares that all of the Property described in Exhibit "A" attached hereto shall be held, sold, and conveyed subject to the following amendments, modifications and changes made in and to the Original Declaration and First Amendment affecting said Properties, to wit:

1. STRIKING IN ITS ENTIRETY THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LONGVIEW FARM HOMES ASSOCIATION RECORDED AS INSTRUMENT I759082 IN THE OFFICE OF RECORDER OF DEEDS OF JACKSON COUNTY, MISSOURI AT INDEPENDENCE, MISSOURI ON MARCH 26, 1987 AT BOOK I1,655 AT PAGES 2,197 THROUGH 2,248 INCLUSIVE, AND STRIKING THE AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGVIEW FARM HOMES ASSOCIATION RECORDED AS INSTRUMENT 762442 IN THE OFFICE OF RECORDER OF DEEDS OF JACKSON COUNTY, MISSOURI AT INDEPENDENCE, MISSOURI ON APRIL 10, 1987 AT BOOK I1,662 AT PAGES 1,561 THROUGH 1,565 INCLUSIVE, AND IN LIEU THEREOF MAKING, DECLARING, AND ESTABLISHING A SECOND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LONGVIEW FARM HOMES ASSOCIATION CONTAINING TWELVE ARTICLES WHICH SHALL READ AND BE AS FOLLOWS:

SECOND AMENDED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR LONGVIEW FARM HOMES ASSOCIATION

This Declaration of Covenants, Conditions, and Restrictions is made this _____ day of July, 1987, by LONGVIEW PROPERTIES, LTD., a Colorado Limited Partnership d/b/a LONGVIEW PROPERTIES, L.P., by its sole general partner, FOUR BAR CO., a Colorado corporation.

W I T N E S S E T H :

Declarant is the Owner of all of the real Property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all Owners of such Property. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such Property as is now or may hereafter be submitted to this Declaration. This Declaration shall be construed so as to ensure that the Property will always be maintained as an attractive, prestigious development for single-family residential homes of the highest quality.

NOW, THEREFORE, Declarant hereby declares that all of the Property described in Exhibit "A" (and any additional Property as may by subsequent amendment be added to and subjected to this Declaration) shall be held, sold, and conveyed subject to the following Covenants, Conditions, Restrictions, and Easements which are for the purpose of protecting the value and desirability of and which shall run with the real property submitted to this Declaration and which shall be

binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner thereof.

Article I

Definitions

Section 1. "Articles of Incorporation" shall mean and refer to the original Articles of Incorporation of the Longview Farm Homes Association, a Missouri not-for-profit corporation, together with any amendments thereto and any articles of merger or consolidation.

Section 2. "Association" shall mean and refer to the Longview Farm Homes Association, a Missouri not-for-profit corporation, its successor and assigns, acting in accordance with its Articles of Incorporation and By-Laws.

Section 3. "Board of Directors" or "Board" shall mean and refer to the group of persons vested with the control, supervision and management of the property, affairs, and business of the Association.

Section 4. "By-Laws" shall mean and refer to the Code or Codes of rules adopted by the Association for the regulation or management of the affairs of the Association.

Section 5. "Common Area" or "Common Areas" shall mean all real and personal property, wherever located, now or hereafter acquired, held, licensed, contracted for, subject to use by other property interests, owned or leased by the Association for the common use and enjoyment of the Owners.

Section 6. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation.

Section 7. "Declarant" or "Developer" shall mean Longview Properties, Ltd., a Colorado Limited Partnership d/b/a Longview Properties, L.P., or its successors or assigns who take title to all or any part of the Properties for purpose of its development and sale or any other assignee of Declarant.

Section 8. "Director" shall mean and refer to a member of the group of persons vested with the control, supervision, and management of the property, affairs, and business of the Association.

Section 9. "Dwelling Unit" shall mean one room or rooms connected together, constituting a separate, independent housekeeping establishment for owner occupancy, or rental or lease on a weekly, monthly or longer basis, and physically separated from any other rooms or Dwelling Units which may be in the same structure, and containing independent cooking and sleeping facilities.

Section 10. "Family" shall mean one person or a group of two or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, occupying the whole or part of a Dwelling Unit. The persons thus constituting a "Family" may also include two (or less) foster children and two (or less) domestic servants employed on the premises. The term "Family" shall not be construed to mean or including a fraternity, sorority, club, family day care home, group home, religious or institutional group.

Section 11. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 12. "Mortgage" shall include a deed of trust, as well as a mortgage.

Section 13. "Mortgagee" shall include a beneficiary or holder of a deed of trust, as well as a mortgagee.

Section 14. "Mortgagor" shall include the trustor of a deed of trust, as well as a mortgagor.

Section 15. "Owner" shall mean and refer to the record Owner, whether one or more persons, as reflected by the Recorder of Deeds of Jackson County, Missouri, of fee simple title to any Lot or Parcel which is part of the Properties (including Property annexed pursuant to Article VI hereof), including Declarant, but excluding in all cases any party holding an interest merely as security for the performance of an obligation.

Section 16. "Parcel" or "Lot" shall mean and refer to a building site or Lot upon which one Residential Unit may be constructed as shown upon any recorded subdivision map of the Properties. Parcel or Lot shall be deemed to include the Residential Unit and to exclude the Common Area.

Section 17. "Person" shall mean and refer to a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 18. "Property" or "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional Property as may hereafter be annexed as provided in Article VI of this Declaration.

Section 19. "Residential Unit" shall mean any portion of the Properties intended for any type of independent ownership for use and occupancy as a single-family residence by a single household on one Parcel. "Residential Unit" shall be deemed to include one enclosed garage. For the purposes of this Declaration, a newly constructed Residential Unit shall be deemed to come into

existence upon the issuance of a certificate of occupancy by the appropriate agency of the City of Lee's Summit, Missouri, or other local governmental entity.

Section 20. "Single-Family Residence" shall mean one "Dwelling Unit" for one "Family."

Section 21. True Ranch shall mean any ranch-style home designed generally on a single horizontal plane; such definition shall not include a raised ranch with a basement garage or split ranch home defined as a house on a relatively level lot where the entry is approximately one-half (1/2) level up from a basement garage and finished space on a slab, and approximately one-half (1/2) level down from finished space on a second floor.

Section 22. Restricted Open Space shall mean the Property described in Exhibit "A" attached to the Ninth Amendment of Declaration of Covenants, Conditions and Restrictions for Longview Farm Homes Association. Restricted Open Space shall not be considered to be a Lot or Parcel and no Residential Unit may be built upon the Restricted Open Space. The Restricted Open Space shall be owned by the Association. The Restricted Open Space shall be deemed to be Common Area, the use of which shall be restricted solely to the Owners of Lots 94, 95, 96, 97, 98, 99, 100 and 101 of Longview Farm, Second Plat, which abut the Restricted Open Space, and their families, invitees, lessees, and successors in interest, and no person or entity not an Owner of such Lots or the family, invitees, lessees, or successors in interest of such Owner, shall have any rights in or to such Restricted Open Space.

Article II

Properties Subject to this Declaration

The real Properties which are, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration are those Properties shown in Exhibit "A" attached hereto or subsequently annexed hereto as provided for in Article VI.

Said Properties are, and shall be, subject to the Conditions, Covenants, Restrictions and Reservations herein set forth, the same being covenants running with the land. The Declarant, any Owner, and/or the Association shall have the right (but not obligation) to sue for and obtain a declaratory judgment or an injunction, prohibitive or mandatory, to declare rights or to prevent the breach of or to enforce or compel the observance of the provisions of this Declaration, in addition to any action at law for damages.

Article III

Common Areas

Section 1. Owner's Easement of Enjoyment. Every Owner shall have a (non-exclusive) right and easement of enjoyment in and to the Common Area, subject to any restrictions or limitations contained in any deed, this Declaration or amendment to this Declaration. Any Owner may delegate his right of enjoyment to the members of his Family residing with the Owner, to lessees, to contract purchasers or to social invitees accompanied by the Owner, subject to reasonable rules and regulations promulgated by the Board and in accordance with procedures it may adopt.

Section 2. Limitations on Owner's Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend voting rights and use of the Common Area by an Owner for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for each infraction of its published rules and regulations.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any municipality, county, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer, and no determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of the membership has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least thirty (30) days in advance of any action taken. Provided, however, that no such instrument signed by the Owners shall be required as to any dedication or transfer pursuant to the provision of Section 2(d) of this Article.

(c) The right of the Association to borrow money for improvement of the Common Area and facilities thereon, and in aid thereof to Mortgage any portion of the Common Area, other than natural water courses and drainage improvement maintained by the Association pursuant to the provisions of Article VII, Section 1(o). The rights pursuant to such Mortgage in said Common Area shall be subordinate to the rights of the Owners hereunder.

(d) The reserved right of the Declarant to locate, erect, construct, maintain or use, or to grant blanket easements upon, across, over, and under all or any part of the Common Area for ingress, egress, installation, replacing, repairing, and maintaining master television antenna systems, security, and similar systems, and all utilities, including, but not limited to, water, gas, sewers, cable TV, telephones, and electricity. The Association shall, upon written request, grant such easements as may be reasonably necessary for the development of any Properties,

including Properties annexed pursuant to the provisions of Article VI hereof. Should any entity furnishing a service covered by the general easement herein reserved request a specific easement by separate recordable document, the Association or the Declarant shall have the right to grant such easement without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

(e) The right of the Association to charge reasonable admission and other fees as may be established from time to time for the use of any recreational facility situated upon the Common Area.

(f) The right of the Association to make reasonable rules, regulations and conditions and to impose reasonable restrictions upon the use and enjoyment of the Common Areas for the benefit and protection of the Owners.

(g) All easements and rights established in this Article shall run with the land, inure to the benefit of and be binding upon the Owners, their heirs, successors and assigns, whether or not such easements are mentioned or described in any deed or conveyance.

Section 3. Restricted Open Space. The Restricted Open Space may be used only by the Owners of Lots 94, 95, 96, 97, 98, 99, 100 and 101 of Longview Farm, Second Plat, and their families, lessees, invitees and no other person or entity shall be permitted to use such Restricted Open Space. The Restricted Open Space shall be maintained physically by the Owners of Lots 94, 95, 96, 97, 98, 99, 100 and 101 of Longview Farm, Second Plat.

Article IV

Membership and Voting Rights

Section 1. Membership. Every Person who or entity which is the record Owner of a fee or undivided fee interest in any Parcel or Lot with the Properties subject to this Declaration shall be deemed to be a Member of the Association. Membership is appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment by the Association. Ownership of such Parcel or Lot is the sole qualification for membership. The foregoing is not intended to include Persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership. No Owner, whether one or more Persons, shall have more than one membership per Parcel owned. In the event of multiple Owners of a Parcel, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member or the Member's spouse.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled to one (1) vote for each Parcel or Lot in which they hold the interest required for membership by Section 1 hereof. There shall be only one (1) vote per Parcel or Lot. When more than one person holds such interest in any Parcel or Lot, the vote for such Parcel or Lot shall be exercised as those Owners themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Parcel's vote shall be suspended in the event more than one person seeks to exercise it.

Any Owner of a Parcel or Lot which is leased may, in the lease or other written instrument, assign the voting right appurtenant to the Parcel or Lot to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". The Class "B" Member shall be the Declarant or any successor or assign of Declarant. The Class "B" Member shall be entitled to three votes for each Parcel in which Declarant holds the interest required for membership by Section 1 hereof. The Class "B" membership shall terminate and become converted to Class "A" membership when, in its discretion, the Declarant so determines.

From and after the determination of the Declarant, the Class "B" Member shall be deemed to be a Class "A" Member entitled to one (1) vote for each Parcel in which the interest required for membership under Section 1 hereof is held. At such time, the Declarant shall either call a meeting as provided in the By-Laws for special meeting or advise the Secretary in writing, to inform the membership of the termination of Class "B" status.

Article V

Condemnation

Whenever and if all or any part of the Common Area shall be taken (or conveyed by the Board in lieu of and under threat of condemnation) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association, as Trustee for all Owners, to be used for such purposes as the Board of Directors shall determine.

Article VI

Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege, and option, at any time, to subject to the provisions of this Declaration and to the jurisdiction of the Association to annex all or any portion of real property located within one mile of the Properties (or to real property previously annexed), whether in fee simple or leasehold, by filing with the Recorder of Deeds, an amendment (which may be executed solely by Declarant) annexing such Property. Such amendment to this Declaration shall not require either the approval of the Association or any Owner or the vote of Owners, Members or the Board. Any such annexation shall be effective upon the filing for record of such amendment, unless otherwise provided therein. Any such amendment, in the discretion of the Declarant, may contain such deletions, additions or modification to the provisions of this Declaration applicable solely to such annexed Property as may be deemed necessary or desirable by the Declarant.

Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional Property which is herein reserved to Declarant.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the written consent of the Owner thereof, upon the written consent or affirmative vote of a majority of the Class "A" Members present or represented by proxy at a meeting, called in accordance with the By-Laws, for such purpose, the Association may annex real property contiguous (excluding streets, rights of way, easements or Common Areas) to the Properties (or to real property previously annexed) to the provisions of this Declaration and to the jurisdiction of the Association by filing for record in the Recorder of Deeds a supplementary amendment in respect to the Property annexed; provided, however, that no such Property shall be annexed by Class "A" Members prior to the expiration of the Declarant's rights in Section 1 of this Article without the prior written consent of Declarant. Any such supplementary amendment shall be signed by the President and the Secretary of the Association, and any such annexation shall be effective upon filing, unless otherwise provided therein.

Article VII

Rights and Obligations of the Association

Section 1. Association. Subject to the provisions of this Declaration, a not-for-profit corporation to be designated the Longview Farm Homes Association shall be incorporated for the following purposes:

- (a) to engage without profit to its Members in such activities as may promote the health, safety, welfare and common good of the Owners of Parcels or Lots subject to this Declaration;
- (b) to exercise all the powers and privileges and to perform all the duties and obligations of the corporation as defined and set forth in the Declaration, the By-Laws, and the Articles of Incorporation, as the same may from time to time be amended, including without limitation the establishment, and enforcement, of payment of charges or assessments pursuant to the terms of the Declaration;
- (c) to provide for the maintenance, preservation and operation of the Common Areas;
- (d) to provide, maintain and operate any parks, athletic facilities and other recreational improvements which may be provided to the Owners;
- (e) to acquire by gift, purchase or otherwise own, hold, improve, build upon, operate, maintain, convey, sell, lease as lessor or lessee, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the corporation;
- (f) to employ personnel and/or contract for professional and other services which, in the judgment of the Association, would aid in undertaking the powers and obligations of the Association;
- (g) to have and exercise all corporate powers enumerated in the Missouri not-for-profit corporation law and to have all rights, privileges and jurisdiction necessary or proper for carrying its powers into execution;
- (h) to obtain insurance for all insurable improvements on the Common Areas, to obtain a public liability policy covering the Common Area, the Association, and its Members, to obtain directors' and officers' liability insurance and to acquire such other policies of insurance as may be deemed necessary by the Board;
- (i) to make determinations as to what shall constitute Common Expenses and to provide for the payment of the same out of all funds available to the Association, including funds obtained from the General Assessment as defined in Article VIII;
- (j) to enforce, in its own name, any covenants, conditions, and restrictions which may now or may hereafter be imposed upon the Properties;
- (k) to promulgate reasonable rules and regulations for the use of the Common Area;

- (l) to provide reasonable rules and regulations for the collection of garbage and rubbish and for the disposal of the same and to provide a uniform method for the collection and disposal of garbage and rubbish from the Properties;
- (m) to provide for additional or supplementary police or security service;
- (n) to obtain worker's compensation insurance;
- (o) to provide for the maintenance of natural water courses and drainage improvements and to correct erosion problems and to eliminate obstructions so as to permit the natural flow of water through said water courses and improvements;
- (p) to pay any taxes or other proper charges attributable to the Association or the Common Area, including those which are in default and which may or have become a charge against the Common Area, provided that first priority for payment shall be for the payment of any taxes on the drainage areas and natural water courses or any facilities that the Association in maintaining that may create public safety or public hazard problems;
- (q) to enter into such contracts as may be deemed necessary by the Board to implement the purposes of the Association and to provide such improvements for the benefit of the Owners as are consistent with the powers of the Association.

Section 2. Personal Property and Real Property Held for Common Use. The Association, subject to the provisions of this Declaration and through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting for the Association, shall be obliged to accept any real or personal property, leasehold or other property interests conveyed to it by the Declarant. The Association shall enter into any agreement tendered by the Declarant establishing a cost-sharing arrangement for the maintenance of the Common Areas, notwithstanding any decision by Declarant to retain title to the Common Area until after all of the Parcels or Lots in the Properties have been sold.

Section 3. Rules and Regulations. The Association, acting through its Board of Directors, may make and enforce reasonable rules and regulations governing the use and maintenance of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the Owner's Parcel and Residential Unit and suspension of the right to vote and the right to use the Common Area. In addition, the Board shall have the power to seek relief in any court for violations of the Declaration or the rules and regulations. Imposition of sanctions shall be as provided in the By-Laws.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonable to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege. In the enforcement of its rights and privileges, there shall be a presumption of validity of the Association's actions; and, if the reasonableness of such enforcement shall be fairly debatable, it shall be upheld.

Section 5. Restricted Open Space. The Association shall have all rights and obligations with respect to the Restricted Open Space as it has with respect to Common Areas, except as specifically set forth in Article III, Section 3.

Article VIII

Covenant for Assessment

Section 1. Creation of Lien and Personal Obligation of Assessments and Special Assessments. Declarant (for each Parcel it owns within the Properties) and each Owner of any Parcel or Lot, except those exempt under Section 13 of this Article VIII, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, promise, and agree to pay to the Association any and all monthly assessments or charges and other assessments, together with such interest thereon, attorney's fees and costs of collection thereof as are hereinafter provided in this Article. Said amounts shall be a charge on the Parcel or Lot and shall be a continuing lien upon the Parcel or Lot against which each such assessment or special assessment is made. Said amounts shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment or special assessment fell due. The said personal obligation shall not pass to any successor in title of the Owner unless expressly assumed by said successor in which case both the Owner and successor in title shall remain and be personally liable.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, or welfare of the residents of the Properties, including use for the improvement and maintenance of the Properties, Common Area and facilities and use for other reasonable services to Owners.

Section 3. Basis and Maximum of General Assessments. Each Parcel shall, as of the date set under Section 10 hereof, be subject to a monthly assessment of not more than ninety-five dollars (\$95.00). The Board of Directors shall fix the monthly assessment within the maximum amount and may raise or lower said monthly assessment amount within said maximum as they may deem necessary

in their discretion. The initial monthly assessment is established at thirty-nine dollars (\$39.00) for each Parcel.

Notwithstanding any provision hereof to the contrary, the Board shall fix monthly assessments in an amount sufficient to provide for the maintenance of natural watercourses and drainage improvements and to correct erosion problems and to eliminate obstructions so as to permit the natural flow of water through said watercourses and improvements.

Section 4. Change in Basis and Maximum of Annual Assessments. The Association may change the maximum assessment fixed by Section 3 hereof provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Special Assessments for Capital Improvements Upon the Common Area. In addition to all other assessments authorized herein, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of acquiring real or personal property or of any construction or reconstruction, repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided, that, any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Cooperation Agreements and Assessment Note Financing.

(a) In addition to all other assessments authorized herein, the Association shall have the authority to enter into cooperation agreements with governmental units pursuant to the provisions of Chapter 70 of the Revised Statutes of Missouri, or other applicable provision of law, and to provide for assessment of the Parcels in said agreements. Any such cooperation agreement shall have the assent of two-thirds (2/3) of the votes of each class of Members voting in person or by proxy at a meeting duly called for the purpose of considering whether or not such a cooperation agreement should be entered into by the Association. Written notice of the intent to enter into such cooperation agreement shall be posted in the United States mail to all Members not less than 30 nor more than 60 days in advance of the meeting, setting forth the time, place and purpose of that meeting.

(b) In addition to all other assessments authorized herein, the Association may initiate special assessments for improvements for constructing and repairing sidewalks and sidewalk curbing, and for sewers, and for grading, paving, excavating, macadamizing, curbing and guttering of any street, avenue, alley, square or other highway, or part thereof, and repairing the same, or for any other improvement authorized by law in accordance with the provisions of applicable state statutes including, but not limited to, the provisions of Section 88.811, et seq., RSMo, providing for Assessment Note Financing.

(c) In addition to all or other assessments authorized herein, the Association may, in lieu of petitioning for improvements as provided in Section 6(b) of this Article cause the same improvements to be financed by special assessments levied by the Association for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of such improvements within the Properties. The special assessment authorized by this Section 6(c) may be evidenced by assessment notes similar in form to those authorized by Section 88.815, RSMo, which assessment notes shall be issued by the Association for the benefit of the holders or registered owners of the same, or to a trustee for the holders or registered owners of such notes. Such notes shall be payable solely from the assessments derived or to be derived from the assessments authorized to be levied by this Section 6(c). The Declarant, or its assigns, is hereby authorized to undertake the improvements authorized herein and to be compensated for the same by said assessments and to hold said assessment notes from the Association as evidence of said indebtedness.

No special assessment authorized by this Section 6(c) shall be levied and no assessment notes shall be issued evidencing the same unless any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for his purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

(d) Assessments pursuant to this Section shall be made in accordance with a determination by either the Association or a governmental entity as to special benefit to each Parcel assessed.

Section 7. Special Monthly Assessments for Separately Platted Areas.

(a) In addition to all other assessments authorized herein, the Association may levy a special monthly assessment applicable to all Owners in any separately platted area of the Properties, said areas presently consisting of four subdivisions: Lots 1 through 59, LONGVIEW FARM; Lots 1 through 30, LONGVIEW FARM MANOR; Lots 1 through 19, LONGVIEW FARM VILLAS; and, Lots 1 through 10, LONGVIEW FARM ESTATES. Any such special monthly assessment for separately platted areas shall be used exclusively for the purposes of lawn mowing, snow removal, foundation shrubbery maintenance, sprinkler system operation (but not installation), and other maintenance

duties unique to Lots or Parcels in each separately platted area; provided, however, that prior to levying the initial special monthly assessment, the Board shall notify, in writing, each Owner of the amount of the special monthly assessment and the maintenance duties to be paid for by the special monthly assessment. Within fourteen (14) calendar days of the posting of said written notice in the United States mail, the Board may levy a special monthly assessment for separately platted areas pursuant to this Section 7 unless a protest has been filed, in writing, by a majority of the Owners of Parcels or Lots in any given separately platted area. After establishment of the initial special monthly assessment, the Board may increase or decrease the amount of any said assessment without the vote, protest, or assent of or notice to any Owner.

(b) No portion of the special monthly assessment provided in this Section shall be applied for purposes other than those specified in this Section. No portion of the special monthly assessments for separately platted areas shall be used for maintenance of the Common Area.

(c) The special monthly assessment provided for in this Section 7 must be fixed at a uniform rate for all parcels or lots within each separately platted area; however, the rate of assessment may vary from platted area to platted area.

(d) Once a special monthly assessment for separately platted areas is levied by the Association, elimination of said special monthly assessment shall have the assent of two-third (2/3) of the Owners of Lots or Parcels in each separately platted area, said assent being filed of record with the Association in writing. Elimination of special monthly assessments shall not cause breach by the Association or Declarant of any maintenance agreement entered into for the purpose of the maintenance duties or operation of sprinkler systems on Lots and Parcels as authorized by this Section 7.

(e) The Declarant shall have and hereby reserves for itself, its successors or assigns or the Association and its successors or assigns, an easement over and through all portions of each Parcel or Lot, excluding the interior portions of any Residential Unit, for the purpose of performing the maintenance duties of the Association provided for in this Declaration.

Section 8. Uniform Rate of Assessment. Except as provided in Section 6 and Section 7 of this Article, assessments shall be fixed at a uniform rate for all Parcels or Lots; provided that, Parcels owned by the Declarant shall be exempt from the payment of any assessment. Neither the size of the Parcel or Lot nor the exemption of less than the whole Parcel or Lot pursuant to Section 13 hereof shall relieve any Parcel or Lot from being assessed at said uniform rate.

Section 9. Quorum and Notice Requirements.

(a) The quorum required for any vote by the Members authorized or required by this Article shall be as follows:

At the first meeting called, as provided herein, the presence at the meeting of Members and proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting another meeting may be called, subject to any notice requirements set forth herein and the required quorum at any such subsequent meetings shall be reduced to fifty percent (50%) initially and then to thirty-three percent (33%) of said votes, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that there are, respectively, either no Class A or Class B Members at the time of the vote, the presence of the absent Members shall not be required.

(b) The notice specified in this Article may be waived by the express written consent of all Members of each class of membership existing at the time of the vote.

Section 10. Date of Commencement of Monthly Assessments: Due Dates. The assessments provided for herein shall, subject to the provisions hereof, commence as to all Parcels or Lots on the date established for commencement by the Association. Any change in the monthly assessment must be fixed by the Board of Directors at least 30 days in advance of the commencement of the changed assessment amount. Written notice of the initial assessment, or any change thereto, shall be sent to every Owner. The due dates shall be established by the Board of Directors; and, the Board in its discretion may require payment of the twelve monthly assessments for the calendar year on January 1st of that calendar year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Parcel or Lot have been paid. Such certificate shall be conclusive evidence of the facts stated therein.

Section 11. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien Remedies of the Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon and costs of collection, thereupon become a continuing lien on the Property as provided in Section 1 hereof. If the assessment is not paid within thirty (30) days after the delinquent date, the assessment shall bear interest from the date of delinquency at the prime rate per annum (as determined by that announced by the Chase Manhattan Bank N.A. of New York) and the Association may bring an action against the Owner personally obligated to pay the assessment or an action to foreclose the lien against the Parcel (or both of said actions), and there shall be added to the amount of such assessment the cost and expenses of preparing and filing the petition in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above

provided and a reasonable attorney's fee to be fixed by the court together with the costs and expenses of the action.

No Owner may waive or otherwise avoid liability for the payment of assessments provided for herein by non-use of the Common Area or abandonment of his Parcel or Lot.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and to any executory land sales contract owned by the Veterans Administration or its assigns, wherein the named seller is the Administrator of Veterans affairs, whether such contract is recorded or not. The lien of the assessment shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Missouri. Sale or transfer of any Parcel shall not affect the assessment liens.

Section 13. Exempt Property. The following Properties subject to the Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All Properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) All Common Areas;
- (c) All Lots and Parcels owned by the Declarant.

Article IX

Architectural and Environmental Control Committee

Section 1. Review by Committee.

(a) No structure (whether Residential Unit, accessory building, tennis court, swimming pool, antenna, flag pole, carport, fence, wall, exterior lighting, drive or other improvement) shall be constructed or maintained upon any Parcel, no repainting of the exterior of any structure shall be undertaken, no exterior alteration or modification, or reconstruction shall commence, and no landscaping shall be performed unless complete plans and specifications therefor (showing the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plan) shall have been submitted to and approved in writing by the Architectural and Environmental Control Committee. A copy of such plans and specifications as finally approved must be deposited and kept on file with the Architectural and Environmental Control Committee.

(b) The Architectural and Environmental Control Committee shall be composed of three or more representatives appointed by the Declarant or, if authorized in writing by the Declarant, by the Board of Directors of the Association. Members of the Committee may, but need not be, Owners.

Section 2. Design.

(a) The Architectural and Environmental Control Committee (the "Committee") shall exercise its discretion to see that all improvements, construction, landscaping and alterations on Parcels within the Properties conform to and harmonize with existing surroundings and structures. The Committee shall encourage the use of designs that are in harmony with their historic setting. The Committee is authorized to prepare a pattern book of suggested design elements which will further the sense of place which resulted from Mr. R.A. Long's search for a special type of property having rolling hills and streams, lakes and trees, and structures that were honest to this rural setting. To the greatest extent feasible, the Committee shall utilize any such pattern book in undertaking the duties specified by this Article.

(b) Residential Units, fences, decks and other structures, excepting their roofs and windows, shall utilize finishes and materials of brick, stucco, cedar, redwood, cypress, stone and combinations thereof or other materials with the prior approval of the Architectural and Environmental Control Committee. Windows shall be constructed of wood (including metal clad and wood laminate) and glass and other window materials may be used with the prior approval of the Architectural and Environmental Control Committee. Exterior doors shall be constructed of wood or colored metal, and glass. Main roofs shall have a pitch of not less than five (5) inches per foot, and shall be covered with wood shingles, wood shakes, slate, tile, concrete tiles, or a composition roof of 40 year duration or similar quality. Other materials may be approved by the Architectural and Environmental Control Committee. All wood exteriors, excepting roofs and shake sidewalls, shall be covered with not less than two (2) coats of high quality paint or stain. Except as otherwise allowed at the discretion of the Architectural and Environmental Control Committee, no building shall be permitted to stand with its exterior in an unfinished condition for longer than eight (8) months after commencement of construction, except shake sidewalls. All home lot improvements must be completed within twelve (12) months after commencement of construction. All exterior basement foundation walls which are exposed in excess of twelve (12) inches above final grade shall be painted with same color as the house or covered with siding compatible with the structure. The Architectural and Environmental Control Committee shall encourage owners to utilize items similar to those found in Villas I.

(c) All Residential Units shall minimize removal or disturbance of any trees on the Parcel or Lot. No trees may be cut-down and/or removed from any Lot, Parcel or tract of land (except dead trees) without the prior written approval of the Committee.

(d) If furnished, fences, house numbers, lights and light posts, entry posts, mail boxes and other items which may be provided or installed by the Declarant or the Association shall be used and maintained by the Owner on his Parcel or Lot.

(e) Roofs, and the items listed in Section 2(d) of this Article, shall be of a style and consist of materials which are unilaterally subject to the discretion and approval of the Committee.

(f) No barn, stable, storage shed or similar outbuilding shall be constructed.

(g) No metal chain-link or similar fence shall be approved by the Committee.

(h) No Residential Unit shall be approved by the Architectural and Environmental Control Committee containing less than the number of square feet of finished living floor space as determined at the date of completion and specifically excluding garages and non-accessible attics, whether finished or not, specified in this subparagraph:

(i) LONGVIEW VILLAS II (Lots 20 to 36) - not less than 1600 square feet and further providing that the Architectural and Environmental Control Committee shall not modify this requirement.

(ii) LONGVIEW FARM 3rd PLAT (Lots 102 to 110) - not less than 2000 square feet, with a minimum of 1750 square feet applicable to True Ranches and further providing that the Architectural and Environmental Control Committee shall not modify these requirements.

(i) Any exterior lighting installed on any Parcel or Lot shall either be indirect or of such controlled focus and intensity as not to be objectionable to the Owner of any adjacent Parcel or Lot.

(j) Ornamental post lights shall be in keeping with the lighting fixtures at the street or road corners.

(k) No Residential Unit or other structure shall be built upon any Parcel or Lot that exceeds a height of thirty-five (35) feet.

(l) No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any of the Parcels or Lots without the prior written consent of the Committee.

(m) Swimming pools or appurtenances thereto shall not be maintained above the surface of the ground; however above-ground hot tubs and appurtenances may be approved by the Architectural and Environmental Control Committee at its discretion.

(n) Recreational facilities and their locations (such as tennis courts, swing sets, hot tubs, swimming pools and appurtenances thereto) must be approved, in writing, by the Committee.

Notwithstanding the general standards set herein for fences, the Committee, in its complete discretion, may authorize the construction of a fence for said recreational areas containing metal or chain-link if said fence is of a design, color and location suitable to the Committee.

(o) No Residential Unit shall be occupied prior to issuance of a certificate of occupancy by the City of Lee's Summit, Missouri, or other local governmental entity.

(p) Within ninety (90) days after issuance of a certificate of occupancy, all lawns, including all areas between the Residential Unit and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right of way line, shall be fully sodded or shall be planted with zoysia strips no more than twelve (12) inches apart, or six (6) inches apart if zoysia plugs, except in such areas designated by the Declarant to be left as natural area.

(q) No roof, downspout, basement or garage drain or surface drainage shall be placed in or connected to any sanitary sewer line; nor, shall any other connection of any kind be made to a sewer line without the prior written consent of the Committee.

(r) Ranch homes shall be true ranches (to-wit, homes which are predominately, including garages, on one floor) and shall not be raised ranches with basement garages and shall not be split ranches with basement garages. "Raised Ranches" are defined as a one story dwelling with a basement and garage(s) beneath. "Split ranches", as described in Article I, Section 21, are defined as a home on a relatively level lot where the entry is approximately one-half (1/2) level up from a basement garage and finished space on a slab, and approximately one-half (1/2) level down from finished space on a second floor.

Section 3. The three (3) member Architectural and Environmental Control Committee ("AECC") shall meet three (3) times per month on regularly planned occasions. Plans shall normally be reviewed at a regularly scheduled meeting; provided, however, that review of plans and meetings may be rescheduled in the event that the Committee believes the same is appropriate for purposes of expediting applications. All construction information and required applications shall be completed and submitted by prospective owners or builders prior to plan review and approval. Construction shall not commence until such time as the aforesaid Committee has reviewed and approved said homes in compliance with this Declaration, as amended.

Section 4. Majority Vote. A majority vote of the Committee is required for approval or disapproval of proposed plans and improvements.

Section 5. Records. The Committee shall maintain written records of all applications submitted to it and of all actions it may have taken.

Section 6. No Liability. Neither the Committee nor any Member thereof shall be liable for damage to any person submitting requests for approval or to any Owner within the Properties by

reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

Article X

Owner's Maintenance Responsibilities

Section 1. Notice. The structures and grounds of each Parcel shall be maintained in a neat and attractive manner. The Board of Directors may, at its option, after giving the Owner thirty (30) days written notice sent to this last known address, have the grass, weeds, and vegetation cut when, and as often as, the same is necessary in the Board's judgment, and have unsightly debris, dead trees, shrubs and plants removed from any Parcel or Lot.

Section 2. Board Action. Upon the Owner's failure to comply with any provision of Article IX or Article XI or to maintain the exterior of the Residential Unit or any other structure in good repair and appearance the Board may, at its option, after giving the Owner thirty (30) days written notice, cause compliance measures to be undertaken in a reasonable and workmanlike manner.

Section 3. Assessment of Cost. The cost of such maintenance and compliance referred to in Sections 1 and 2 of this Article shall be assessed by the Board of Directors against the Parcel upon which such maintenance is done and shall be added to and become part of the monthly maintenance assessment or charge to which such Parcel is subject under Article VIII hereof.

Section 4. Access at Reasonable Hours. For the purpose solely of performing the maintenance referred to in Section 1 and 2 of this Article, the Association, through its duly authorized agents or employees shall have an easement or right of access to enter upon any Parcel or Lot at reasonable hours on any business day.

Section 5. Architectural and Environmental Control Committee's Actions. The Architectural and Environmental Control Committee shall have authority to initiate proceedings before the Board, for Board action pursuant to this provisions of Sections 1 and 2 hereof.

Article XI

Common Scheme Restrictions

The following restrictions are imposed as a common scheme upon Parcels or Lots and Common Areas for the benefit of each other Parcel and Common Area, and may be enforced by the Declarant, the Owner of any Parcel or Lot, the Architectural and Environmental Control Committee or by the Association.

(a) No garbage, refuse, rubbish, or cuttings shall be deposited on any street, road or Common Area, nor on any Parcel or Lot unless placed in a suitable container and location. No such container shall be located between the Residential Unit and the street, except on a temporary basis to allow pick up and disposal of its contents.

(b) No building material of any kind or character shall be placed upon any Parcel or Lot except in connection with construction approved as herein provided.

(c) Construction, reconstruction or alterations shall be promptly commenced and diligently prosecuted to completion; and, Owners of each Parcel or Lot shall have a continuous obligation to comply with the Design Requirements of Article IX hereof.

(d) No clothes lines, drying yards, service yards, wood piles (other than neatly stacked firewood to be used within the Residential Unit) or storage areas shall be so located as to be visible from a street, road or Common Area.

(e) No animals or poultry shall be kept on the Properties except ordinary household pets belonging to the Owner. All pets shall be leashed when beyond the confines of the Residential Unit. No pet will be kept, bred or maintained for commercial purpose; and, no more than two (2) dogs or cats, or combination thereof, shall be kept on any Parcel or Lot.

(f) No used, previously erected or temporary house, structure, house trailer or non-permanent outbuilding shall be placed, erected or allowed to remain on any Parcel or Lot within the Properties.

(g) Boats, trailers, trucks (other than light pick-up trucks or vans), campers, buses, mobile homes, commercial vehicles, airplanes or other apparatus shall not be used for dwelling purposes or parked outside of any Residential Unit; however, this restriction shall not prohibit trucks or commercial vehicles from making pickups or deliveries to or in the Properties, nor shall this restriction prohibit trucks or commercial vehicles within the Properties which are necessary for the construction of residential dwellings or maintenance of the Common Areas.

(h) None of the Parcels or Lots may be improved, used or occupied for other than private, single-family residential purposes, other than the Common Areas; however, notwithstanding any other provision in this Declaration, the Declarant may use, or authorize the use of, one or more Parcels, Lots, or Residential Units for an office during the promotion, advertising, construction, development or sale of the Parcels or Lots.

(i) Resident and guest parking shall not be permitted so as to interfere with the use of any easement or the Common Area. It will be the responsibility of the Owners, their successors or

assigns, to provide adequate parking facilities on their Parcels or Lots. All driveways and parking areas on the Parcels or Lots shall be hard-surfaced and dust free. No vehicle shall be parked in a location other than such driveway, parking area or garage for more than eight hours during any twenty-four (24) hour day, except during construction.

(j) Each Parcel or Lot shall be subject to, and every Owner shall comply in every respect with, all present and future applicable laws, ordinance, rules, regulations and orders of the United States Government, the State of Missouri or any agency or political subdivision of either of the foregoing, whichever is stricter.

(k) Each Owner shall fully repaint or restain the exterior of his Residential Unit at least every six (6) years commencing from the date of issuance of the certificate of occupancy, unless an extension of time is granted in writing by the Architectural and Environmental Control Committee, and each Owner in complying therewith shall also be required to and use paint or stain of the original color combination unless otherwise approved in writing by the Committee.

(l) Except with the prior written approval of the Architectural and Environmental Control Committee, no radio or television aerial, antenna, satellite dish or other device for the reception or transmission of radio, television or other electronic signals may be installed or erected on any Parcel or Lot, or maintained outside of or attached to the exterior of any Residential Unit; provided, however, that the Architectural and Environmental Control Committee shall not approve a satellite dish of a size greater than one (1) meter in diameter. The Architectural and Environmental Control Committee is granted authority to specify the location of all such devices and to require such forms of screening (fencing, trees, plants, shrubbery, etc.) as it deems in its complete discretion, appropriate for any radio or television aerial, antenna, satellite dish or any other device for the reception or transmission of radio, television or other electronic signals, provided, however, the Architectural and Environmental Control Committee shall comply with the provisions of the Federal Telecommunications Act of 1996, Pub. L. 104-104, 110 Stat. 56 (1996), and Part 25 of Title 47 of the Code of Federal Regulations, as amended, supplemented or modified. All installations of aeriels, antennae or satellite dishes shall comply with all local zoning requirements and any building and electrical codes, if applicable.

(m) No separately standing tank for the storage of fuel may be erected or maintained on any of the Parcels or Lots.

(n) No sign, including but no limited to the placement of "For Sale" signs, shall be hung or displayed in any window on any Parcel or Lot, and no apparatus or unsightly projection shall be affixed to, or placed upon, an exterior wall, window or roof of any Residential Unit without the prior written consent of the Architectural and Environmental Control Committee.

(o) No noxious or offensive trade or activity shall be carried on, upon or within any Residential Unit or Parcel or Lot nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to other Owners. Without limiting the generality of the foregoing, no loud speaker, horn, whistle, siren, bell, or other similar sound device, except as may be used exclusively for security purposes, shall be located, installed or maintained upon the Properties.

(p) No wrecked or junk car nor an abandoned or inoperative vehicle (with or without wheels) shall be allowed on any Parcel or Lot and the same may be towed away after giving the Owner two (2) days written notice from the Board, at the Owner's expense. Any vehicle of any nature and description parked on the road impeding the use thereof may be towed immediately, without notice, at the Owner's expense, unless the Owner has received the prior written consent of the Board to utilize the street for parking.

(q) No statue, figurine, sculpture and no metal or plastic decorative object shall be placed outside the Residential Unit on any Parcel or Lot without the prior written consent of the Committee.

(r) No lot splits, resubdivision or division of any Parcel or Lot shall be permitted; and, except for its use by Declarant, only one family shall be permitted to maintain its residence or domicile on each Parcel or Lot.

(s) No Owner may undertake or perform any unreasonable activity which increases the cost of insurance carried by the Association or by Owners of other Parcels or Lots.

(t) No Residential Unit, Parcel or Lot may be used as a school, church or similar place of assembly or outreach service; or for the purposes of a home occupation, such as a beauty shop, group day care home or day care home or center. Provided, each Residential Unit may contain a study or office for use incidental and secondary to the residential use of the Unit so long as said Owner does not receive or see customers or clients at the Parcel, Lot or Residential Unit. This provision shall not prohibit Declarant from maintaining an office on any Parcel or Lot as provided in Article XI, Section (h).

(u) No solar panels shall be maintained on any Residential Unit, Parcel or Lot without the prior written consent of the Committee; provided, however, that the Owners of Parcels or Lots adjacent to the Parcel or Lot upon which solar panels are to be maintained must consent to the location of the same prior to approval by the Committee.

- (v) No basketball goals shall be constructed or erected upon any Parcel or Lot unless and until approved in writing by the Committee.
- (w) No lights or other illumination shall be situated at a point higher than the Residential Unit.
- (x) Garage doors shall remain closed at all times except when necessary for entry or exit.
- (y) No garage sales, sample sales or similar activities shall be held within the Properties without the prior written consent of the Committee.
- (z) In the event of vandalism, fire, windstorm or other damage, no Residential Unit or structure shall be permitted to remain in damaged condition for longer than three (3) months.
- (aa) The Owner of each Parcel or Lot shall at all times keep the lawn, including areas between the Residential Unit and any adjacent street, fully sodded, or planted with zoysia strips or plugs and keep such lawn uniformly mowed and clipped with a length of grass not to exceed four (4) inches.
- (bb) No all-terrain vehicle (ATV), dune buggy, motorcycle, jeep or other four-wheel drive vehicle, or other motorized off-the-road vehicle shall be operated on the Properties or the Common Areas, or any part thereof, excluding dedicated public streets.
- (cc) All outside dog houses and other animal shelters shall be located to the rear of the Parcel or Lot, shall be adjacent to or within two feet of the Residential Unit, shall not be visible from the street, shall be painted the same color as the Residential Unit, and shall have roofs that are compatible with the residence.
- (dd) No Person, Owner or guest shall in any manner use the approximately 20-acre man-made lake (sometimes called and referred to as "Loula's Lake") located to the west of and adjacent to Lots 28 through 36 LONGVIEW FARM ESTATES, Second Plat, for wading, swimming, diving, boating, rafting, canoeing or water sports of any type, nor shall any Person, Owner or any guest construct, erect, place or in any manner install any dock, sun deck, or swimming or diving platform of any kind over, into or upon such man-made lake or in any manner modify, alter, vary, fill-in, dredge or change the shore, shoreline, bank or lake bed of such man-made lake without the prior written consent of the Developer. Owners and their guests, if permitted by the Developer, may fish such man-made lake only at or from those locations designated by the Developer subject to rules and regulations promulgated by the Developer
- (ee) Walking trails or paths are to be utilized for walking, jogging and/or running. Except as may be required for maintenance or construction, no Person, Owner or guest shall in any manner use any walking trail or path for any purpose except walking, jogging and/or running. Nor shall any Person, Owner or guest drive, operate or ride upon or in any motorized or non motorized vehicle (including, but not limited to, any automobile, truck, ATV, go-cart, cart, moped, bicycle, velocipede, scooter, skateboard, motorbike or motorcycle) on any walking trail or path; provided, however, that nothing herein shall in any way preclude use of or access to the walking trails and paths by disabled or handicapped persons utilizing wheelchairs, walkers, etc. nor prohibit persons from pushing baby buggies or strollers.
- (ff) All of the provisions of Sections (a) to (ee) of this Article XI applicable to any Lot or Parcel shall also be applicable to the Restricted Open Space; provided, however, that notwithstanding anything to the contrary otherwise contained in this Article XI, no Residential Unit, home, accessory, building, or other structure shall be constructed or maintained on the Restricted Open Space.

Article XII

General Provisions

Section 1. Term. The Covenants, Conditions, Reservations and Restrictions of this Declaration shall run with and bind the land, shall inure to the benefit of and be enforceable by the Association, or the Owner of any Parcel or Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said Covenants, Conditions, Restrictions and Reservations shall be automatically extended for successive periods of five (5) years unless an instrument terminating these covenants and restrictions approved by seventy-five (75) percent of the Class "A" and Class "B" Members of the Association has been recorded prior to the commencement of any five (5) year period.

Section 2. Amendments. In addition to amendment for annexation of additional Property as provided in Article VI hereof, this Declaration may otherwise be amended during the first twenty (20) years from the date of the Declaration, by an Instrument duly approved by not less than ninety (90%) percent of the Class "A" and "B" Members of the Association and thereafter by an Instrument approved by not less than seventy-five (75%) percent of the Class "A" Members of the Association. Any amendment must be properly recorded. Provided, however, that the Declarant during the first twelve (12) years from the date the Declaration is recorded, by an Instrument signed solely by Declarant, may amend this Declaration so as to comply with any requirements of the Federal National Mortgage Association, Government National Mortgage Association, Federal Housing Administration or the Veterans Administration whether pertaining to annexation of

additional properties, dedication of Common Areas, amendment of this Declaration, or otherwise. No amendment may remove, revoke or modify any right or privilege of Declarant without the written consent of Declarant or the successor or assignee of such right or privilege.

Notwithstanding any provisions of Section 2 of Article XII to the contrary, no amendment may remove, revoke or eliminate any obligation of the Association to provide for the maintenance of natural watercourses and drainage improvements and to correct erosion problems and to eliminate obstructions so as to permit the natural flow of water through said watercourses and improvements. Declarant shall be responsible for the maintenance of all natural watercourses and drainage improvements and for the correction of erosion problems so as to eliminate obstructions to permit the natural flow of water through said watercourses and improvements at all times during construction and ownership of the Properties by Declarant. Declarant shall have no obligation to maintain that part of said watercourse and drainage improvements once that part is transferred by Declarant to the Association.

Section 3. Indemnification. The Association shall indemnify every Association officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he may have become a party be reason of being or having been an Association officer or director. Officers and directors of the Association shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. Officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may be liable as members of the Association), and the Association shall indemnify and forever hold each such Association officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any Association officer or director, or former Association officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to satisfy this provision or obligation.

Section 4. Severability. Invalidation of any one of these Conditions, Covenants, and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. In the event that any one of these Conditions, Covenants, and Restrictions be invalidated or held to be unenforceable by a court of competent jurisdiction, the Board shall have the right to establish reasonable rules and regulations which are intended to mitigate any adverse impact on the Properties of any such invalidation or unenforceability.

Section 5. Perpetuities. If any of the Covenants, Conditions, Restrictions, or other provisions of this Declaration shall be unlawful, void or voidable for violation of the Rule Against Perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Ronald Reagan, President of the United States.

Section 6. Renting or Leasing of Residential Units. Units may be rented or leased only by written leases and subject to the following restrictions:

All tenants shall be subject to all Covenants, Conditions and restrictions of this Declaration, the By-Laws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner.

Each Owner agrees to cause the lessee, occupant or persons living with such Owner or with the lessee to comply with this Declaration, By-Laws, and the rules and regulations promulgated thereunder, and such Owner shall be responsible and liable for any and all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Residential Unit are fully liable for any violation of the rules and regulations; failure to comply shall be, at the Board's option, considered a default in the lease.

In the event that a lessee, occupant or person living with the lessee violates a provision of this Declaration, By-Laws, or rules and regulations adopted pursuant thereto, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity including, but not limited to, all remedies available to a landlord upon the breach or default of the lease agreement by the lessee.

The Board shall also have the power to impose reasonable fines upon the lessee for any violation by the lessee, occupant or person living with the lessee of any duty imposed under this Declaration, By-Laws or rules and regulations adopted pursuant thereto, and to suspend the right of the lessee, occupant or person living with the lessee to use the Common Area.

Section 7. Captions. The captions of this Declaration are for convenience and reference only and in no way affect, define, limit or describe the scope or intent of this Declaration.

Section 8. Use of Words. Words of any gender in this Declaration shall be held to include any other gender; and, words in the singular or plural number shall be given the sense required and shall include the singular or plural number.

