

This document is the **easiest** 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. This only contains those Articles. This document was created by taking the 2<sup>nd</sup> Amendment as the baseline, then modifying it to reflect the changes made in each subsequent Amendment (3<sup>rd</sup> through 9<sup>th</sup>), keeping only Article IX through XI.

## 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:
  - a. 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.
  - b. 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 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 aerials, 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 not 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.