

Important Document
Revised
Restrictive Covenants
of Longview Subdivision



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Grantor: WORSTELL, CHUCK
 Grantee: LONGVIEW SUBDIVISION PLAT 1

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Bette Johnson
 Bette Johnson, Recorder of Deeds



Date: July 22, 2008
 Grantor: Chuck Worstell, President of Longview Neighborhood Association
 2505 Barrys Bluff, Columbia, MO 65203
 Grantee: None

Legal Description see Page 2

**SECOND AMENDED RESTRICTIVE COVENANTS OF
 LONGVIEW SUBDIVISION PLAT 1**

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RESTRICTIVE COVENANTS OF LONGVIEW SUBDIVISION PLAT 1

NAME, BOUNDARIES, MEMBERSHIP, PURPOSE

1. The name of the organization shall be the Longview Neighborhood Association.
2. Every person aged eighteen or older who resides or owns real estate in the neighborhood is eligible for membership in the association. Each member shall have the privilege of attending association meetings. The owner of each residence will have one vote.
3. The purpose of the association is to facilitate communication among members and between members and the City of Columbia; and to identify, consider and take appropriate action on matters of neighborhood concern.

4. The members of Longview Neighborhood Association desire that these restrictions shall
5. constitute covenants running with the land and the present and all future successive owners of said residences shall have the right to invoke and enforce the following restrictions.

6. The members of Longview Neighborhood Association impose the restrictions hereinafter set out on all lots One (1) through Eighty (80), inclusive, of Longview Subdivision Plat 1 as shown by plat recorded in Plat Book 28, Page 95, Deed Records of Boone County, Missouri which restrictions shall be considered as covenants running with the land whether or not the same are mentioned in subsequent conveyances, and said restrictions shall be binding upon the members of Longview Neighborhood Association and its successors in title and upon its successors and assigns forever.

USE RESTRICTIONS

7. That each said lot and the dwelling erected on each lot shall be used only for single family residential dwelling purposes and for no other purpose. All dwellings shall be owner occupied. The only exceptions to this restriction will be those dwellings that are currently being rented as of the date of the recording of this document; and these exceptions will no longer apply after any change in ownership of said dwellings.

8. No dwelling shall be permitted on any lot unless the following requirements are met:

a) The finished living area of the ground floor of a one-story dwelling must contain not less than 1,750 square feet.

b) The finished living area of the ground floor of a two-story dwelling must contain not less than 1,200 square feet and the total finished living area of both the ground floor and the upper floor of a two-story dwelling must contain not less than 2,000 square feet.

c) The total finished living area of all floor levels of a tri-level, four-level or greater numbered level dwelling must contain not less than 2,000 square feet and the main floor level must contain not less than 1,200 square feet. The term "finished living area" as used herein shall be exclusive of and shall not include basement area, open porches, patios and garages.

9. No dwelling shall be permitted on any lot unless it contains an attached garage for two (2) or more automobiles.

10. Not more than one single family dwelling with an attached garage shall be permitted on any lot. No detached buildings nor any outside storage shed (permanent or portable) shall be permitted on any lot without the prior written consent of the Architectural Control Committee.

11. No dwelling shall be permitted on any lot unless the entire front wall space of the dwelling is

composed of brick, stone or stucco construction material; provided however, the requirements of this paragraph may be waived in writing by the Architectural Control Committee. In the event vinyl siding is installed on the exterior side or rear walls of a dwelling, said vinyl siding must be equal to or better than the mainstream vinyl siding manufactured by Certain-Teed.

12. No dwelling shall be permitted on any lot unless the roof contains a pitch which shall not be less than six (6) inches of vertical drop for each twelve (12) inches of roof "run". No dwelling shall be permitted on any lot unless the roof is equal to or better in quality than a Heritage II roof. No roof shall have a blue, red, white or green color.

13. No flue or chimney shall be constructed adjacent to the exterior wall of any dwelling unless the same is entirely enclosed with masonry or the same material as the exterior siding on the dwelling.

14. No dwelling with attached garage, or other structure permitted by the Architectural Control Committee, shall be located closer to the boundary line of any lot than the building lines shown on the plat of the subdivision where the lot is located.

15. No dwelling shall be permitted on any lot unless the lot also contains a driveway leading from the public street to the garage attached to the dwelling and unless said driveway is of sufficient width that two (2) automobiles may be parked side by side on the driveway.

16. No fence shall be constructed on any lot closer to the boundary lines of the lot than the building lines shown on the subdivision plat and no closer to the sidewalk than 24 inches unless otherwise approved by the Architectural Control Committee.

17. No personal property, with the exception of operative automobiles or operative pickup trucks not to exceed three-fourths ton in size, shall be placed or stored in the open on any lot nearer to the boundary lines of the lot than the building lines shown on the subdivision plat.

18. No vehicle, with the exception of operative automobiles or operative pickup trucks not to exceed three-fourths ton in size, shall be parked, placed or stored overnight upon any of the public roadways located in the above described subdivision.

19. No uncovered parking area or space on any lot shall be used for parking of a trailer, truck, boat, mobile home, camper, recreational vehicle or anything else other than operative automobiles or operative pickup trucks not to exceed three-fourths ton in size for the personal use of the occupants of the dwelling on the lot.

20. No partially dismantled, non-operating, wrecked, junked or discarded vehicle or equipment of any kind shall be permitted to remain upon any lot or upon any of the public roadways abutting any lot.

21. That portion of the yard area on any lot containing a dwelling must be sodded in the area between the front boundary line of the lot and the rear line of the dwelling (extended to each side lot line) and the remainder of said yard must be seeded with grass, and said sodding and seeding must be completed as soon as possible after the completion of the construction of the dwelling on said lot.

22. No doghouses, dog pens or dog runs may be constructed upon any lot without the prior written consent of the Architectural Control Committee.

23. No mailbox shall be permitted on any lot or in the public roadway adjacent to any lot unless and until the design of the same is approved in writing by the Architectural Control Committee.

24. No street address designation or house number shall be permitted on any lot unless and until the design of the same is approved in writing by the Architectural Control Committee.

25. No above ground swimming pool shall be permitted on any lot. Temporary above-ground swimming pools are permitted as long as they are not visible from the street. Said temporary pools may be erected after Memorial Day and must be removed by Labor Day of each year.

26. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to a neighbor or the neighborhood.

27. No temporary structure, basement, tent, shack, trailer or mobile home shall be used on any lot at any time as a residence, either temporary or permanent.

28. No animals, livestock, poultry or reptiles of any kind shall be raised, kept or bred on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purpose.

29. No sign of any kind shall be displayed to the public view upon any lot except signs used to advertise the property for sale or construction signs. All signs advertising property for sale may be placed only on the lot to which they pertain. Exceptions: Campaign and Garage Sale Signs. Homeowners may place campaign signs on their lot during an election. Said election signs may be placed not more than two (2) weeks prior to polling dates to which sign pertains, and must be removed the day after said election. No signs may be placed on any common area of the above described subdivision. Garage sale signs may be placed on the lot to which they pertain and at the entrance to the subdivision. They can be placed no earlier than the day before the sale, and must be removed the day after the garage sale.

30. No lot shall be used or maintained as a dumping ground, and rubbish, trash, garbage or other waste shall not be kept on the premises of any lot except in sanitary containers. All containers or other equipment for the storage or disposal of such materials must be kept in a clean and sanitary condition.

31. No structure, planting or other materials shall be placed or permitted to remain on the easement areas as shown on the Plat of the subdivision which may damage or interfere with the installation and maintenance of the utility facilities.

32. No grass, weeds or other vegetation of excessive height shall be permitted upon any lot, and any shrubbery upon any lot shall be kept neatly trimmed.

33. No quarrying operations, mining operations, mineral excavations, oil drilling, gas drilling or mineral drilling shall be permitted on any lot.

34. No fence, wall, hedge or shrub planting obstructing sight lines at elevations between two (2)

and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner the lot line shall be extended into the intersection on imaginary lines until they meet with the twenty-five (25) feet dimension to be measured from the point where said imaginary lines meet in the intersection.

ARCHITECTURAL CONTROL

35. No dwelling, building, fence, wall or other structure or improvement shall be erected, constructed, placed, altered or maintained on any lot, unless the plans and specifications therefore have been approved in advance, in writing, by the Architectural Control Committee hereinafter described. The person proposing or desiring to do any of the foregoing shall submit plans and specifications for the same to the Architectural Control Committee and said plans and specifications shall include the following:

- a) Two (2) copies of the plans for the dwelling, building or other improvement showing all dimensions, interior floor plans and exterior elevations, and describing the exterior appearance; and
- b) Specifications for the dwelling, building or other improvement; and
- c) A landscape plan or description of landscaping to be provided.

All of the above documents must be submitted to the Architectural Control Committee. If fewer than all of the documents hereinabove described are presented to the Architectural Control Committee, then the submission shall be deemed to be incomplete, and need not be considered by the Architectural Control Committee. The Architectural Control Committee shall not be required to act until it has received a complete submission, including all of the documents hereinabove described and such documents must at least do the following:

- i) Show the elevations of all of the improvements;
- ii) Contain site plans, which show the site location of the dwelling, building or improvements;
- iii) Contain floor plans for the dwelling, building or improvements;
- iv) Show and describe, in detail, exterior finish materials for the dwelling, building or improvements, including a specific description as to whether same are stain/clear wood finish on all wood exteriors, paints and paint colors, types of brick or stone (including type, nature and manufacturer of brick or stone and brick or stone colors), roofing material types, kinds and colors, a specific description of stone and types of stone finishes, and a very specific description of all exterior finish material;
- v) Show or describe in detail landscaping, including locations, types and sizes of landscaping material;

- vi) Show all interior and exterior dimensions;
- vii) Contain all other data reasonably deemed necessary by the Architectural Control Committee so that the Architectural Control Committee can reasonably make a determination as to whether said dwelling, building or improvement is compatible with surrounding structures and topography, and with other dwellings, buildings and improvements subject to these Covenants and with the existing character of the neighborhood, and with the character of the neighborhood planned by the Architectural Control Committee.

In addition, no exterior addition to, or change to, or alteration of any dwelling, building, fence, wall, structure or improvement (or change in the exterior color of any dwelling, building or improvement, or in the exterior finish materials of any dwelling, building or improvement) located within a lot shall be made, commenced or maintained within a lot until two (2) copies of the plans and specifications therefore, which fulfill all of the requirements for the plans and specifications for new structures and improvements hereinabove set forth, have been provided to and have been approved, in writing, by the Architectural Control Committee, as being compatible with the site for same, and surrounding dwellings, buildings, improvements and topography, and with the general character of the neighborhood and the existing structures located therein, and with the type of development planned by the Architectural Control Committee.

Two (2) copies of all plans and specifications hereinabove described shall be submitted to the Architectural Control Committee, which shall be entitled to retain one copy thereof following its approval, so as to enable the Architectural Control Committee to monitor compliance with the plans and specifications approved by it. Determinations of the Architectural Control Committee shall be made by it, in its sole, absolute, unlimited and unmitigated discretion. No requirement of reasonableness on the part of the Architectural Control Committee shall be deemed to be expressed or implied. All determinations of the Architectural Control Committee shall be binding and absolute. In any event, the Architectural Control Committee shall not be required to approve any dwelling, building, fence, wall, structure or improvement or addition to, or change to, or alteration upon (or change in exterior colors or materials), unless such Architectural Control Committee, in its sole, absolute, unlimited and unmitigated discretion finds that the plans and specifications show that same would be in harmony with the location therefore, and with the site therefore, and with the surrounding structures and topography, and that same would be in keeping with the general scope and character of the existing neighborhood, and with the existing and contemplated structures to be located thereon, and that same would be of at least the same quality as the then existing structures located on lots subject to these Covenants, and that same would be of at least the same quality as the average of the quality of the existing structures then located on lots subject to these Covenants and of the structures which the Architectural Control Committee anticipates will be placed on the lots subject to these Covenants and that same satisfies the

minimum size requirements set forth above. In the event the Architectural Control Committee, or its designee, fails to approve or disapprove any plans and specifications submitted to it within thirty (30) days after such plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to completion thereof, approval of the said committee shall not be required. However, as indicated above the Architectural Control Committee shall not be required to act upon an incomplete submission. The Architectural Control Committee shall be required to act only when it receives a complete submission, including all documents hereinabove described, which fulfill all of the requirements hereinabove described.

35. The Architectural Control Committee shall be elected by the owners of all of the residences subject to these Covenants with the owners of each residence having one (1) vote for each residence owned. The new committee shall be composed of three (3) members, with one member elected for a term of one (1) year, one member elected for a term of two (2) years, and one member elected for a term of three (3) years, and then each year thereafter as the term of a member expires one member shall be elected annually on the first Monday of May to serve for a period of three (3) years. A member of the new committee must be an owner of a residence subject to these Covenants. In the event of the death, resignation or disqualification of any member of the new committee or of any committee elected thereafter, the owners of the residences subject to these Covenants shall elect a successor committee member voting as above mentioned. Any residence owner may call a meeting of the owners of the lots subject to these Covenants for the purpose of electing the new committee and for the purpose of electing a new committee member in the event of the death, resignation or disqualification of any member of the committee. No member of the Architectural Control Committee shall receive any compensation for services performed. The Architectural Control Committee shall have authority to interpret the provisions of these restrictions.

36. Any personal interests, or alleged personal interests, of a member of the Architectural Control Committee with respect to matters to be submitted to such committee for its determination shall be disqualified and the Vice President of the Longview Neighborhood Association shall vote in his/her stead. As herein above indicated, all determinations of the Architectural Control Committee shall be final and binding.

37. That notwithstanding any other provisions contained herein, the Architectural Control Committee and the members thereof shall be exempt from, and shall not be liable for, any claims, actions, causes of action, demands, losses, suits, liability or expenses of any kind, nature or description whatsoever, so long as they act in good faith. The sole requirement shall be that they act in good faith. If the members act in good faith, then all determinations made by them shall subject them to no liability or responsibility of any kind, nature or description whatsoever, under any circumstance whatsoever. In no event shall any member of the

Architectural Control Committee be liable in any action for damages. The sole rights of a party seeking relief against the Architectural Control Committee or a member of the Committee shall be to seek an order of court, or of a tribunal of appropriate jurisdiction, requiring that the Architectural Control Committee or any member thereof take any action which the petitioning party deems to be legally required of the committee or such member. The sole requirement shall be that the committee, in exercising its sole, absolute, unlimited and unmitigated discretion, act in good faith, and that it not act in an arbitrary, capricious or malicious manner.

NATURE AREA RESTRICTIONS

38. The portion of Lots 66, 67, 68, 69, 70, 71, 74, 75, 76, 77, 1 and 2 of the above described Longview Subdivision Plat 1, Plat Book 28, Page 95, Deed Records of Boone County, Missouri, which is located west of the "nature easement" line shown on said subdivision plat is herein referred to as the "Nature Area". The Nature Area shall, notwithstanding any other provisions contained herein, shall be maintained in its natural state and no alterations shall be made to the same except for minor maintenance consisting of removal of dead trees, erosion control and other minor maintenance activities, except for installation of utility lines and facilities required to serve the above described subdivision and except boundary line fencing may be installed in the Nature Area with the prior written consent of the Architectural Control Committee. The owner of a lot on which the Nature Area is located may use the portion of the Nature Area located on said lot for walking, camping and leisure activities so long as said activities do not damage the natural state of said areas.

SIGN AND LANDSCAPE EASEMENTS

39. The Association shall have and is hereby granted a perpetual sign and landscape easement over and across the following described property:

- a) A tract located in Section 20, Township 48 North, Range 13 West, City of Columbia, Boone County, Missouri, being Lot 32 of Longview Subdivision Plat 1 recorded in Book 28, Page 95 of the Boone County Records being more particularly described as follows:

Starting at the northeast corner of said Lot 32; thence with the north line of said Lot 32 N 83° 52' 00" W, 94.85 feet to the point of beginning.

Thence from the point of beginning leaving said north line S 6° 08' 00" W, 10.00 feet; thence N 83° 52' 00" W, 15.00 feet; thence N 6° 08' 00" E, 10.00 feet to a point on the north line of said tot 32; thence with said north line S 83° 52' 00" E, 15.00 feet to the point of beginning.

(Otherwise known as: The east side of the front entrance area.)

- b) A tract located in Section 20, Township 48 North, Range 13 West, City of Columbia, Boone County, Missouri, being on and across Lot 7 of Longview Subdivision Plat 1 recorded in Plat Book 28, Page 95 of the Boone County Records, being more particularly described as follows:

Starting at the northwest corner of said Lot 7; thence with the lines of said Lot 7 S 85° 34' 00" E, 108.60 feet; thence S 61° 03' 30" E, 23.70 feet to the point of beginning;

Thence from the point of beginning and continuing with the lines of said Lot 7, S 61° 03' 30" E, 15.00 feet; thence leaving the lines of said Lot 7, S 28°56'30"W, 10.00 feet; thence N 61°03'30" W, 15.00 feet; thence N 28°56'30" E, 10.00 feet to the point of beginning. (Otherwise known as: The west side of the front entrance area.)

upon the following terms and conditions:

- a) The designated representatives of the Association shall have the right to enter upon the sign and landscape easement areas and perform the following thereon:
1. To erect, install, maintain, repair, replace and remove one or more signs indicating the entrance to Longview Subdivision.
 2. To install, maintain, repair, replace and remove lighting on the signs in the easement areas and to install, maintain, repair, replace and remove sign lighting fixtures, equipment and facilities of all types.
 3. To install underground electric lines and electrical facilities to provide electricity for lighting on the aforesaid signs.
 4. To grade the easement area, alter the level of the easement area and install berms and other scenic improvements in the easement areas.
 5. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground cover, plantings and other landscaping materials of all types and kinds in the easement areas.
 6. To install sprinkler and irrigation equipment and systems in the easement areas.
 7. To install fences, fencing materials, walls, structures and other improvements in the easement areas.
- b) The lot owners of each of the lots on which this sign and landscape easement is imposed are hereby barred and enjoined from doing any of the following and shall not engage in any of the following activities on the sign and landscape easement areas.
1. The placing of any obstruction in front of the signs which would preclude the same from being visible from the public street.
 2. The altering of any sign or the infliction of any damage on any sign.
 3. The grading of the easement areas, the digging or excavating in the easement area or in any manner altering the levels, characteristics or appearance of the easement areas.

4. The removing of any trees, shrubs, ground cover, plantings or other landscaping materials in the easement areas.
 5. The planting or gardening in the easement areas or the placing of any trees, shrubs, ground cover, plants or other landscaping materials in the easement areas.
 6. The altering of or the infliction of any damage upon any of the trees, shrubs, ground cover, plantings, fences, walls, or other improvements or landscaping materials in the easement areas
 7. The installing of any improvements or structures within the easement areas.
 8. The placing of any fence, wall or similar structures. within the easement areas,
 9. The placing of any trash or debris in the easement areas or the placing of any other material or object of any kind or type in the easement areas.
- c) This easement shall run with each of the lots upon which the easement crosses and shall be binding upon the present and future owners of each said lot and this sign and landscape easement shall run in favor of the Association which shall have the right to enforce all of the provisions of this sign and landscape easement in law or in equity, or both, and this easement shall not be amended, modified or revoked without the prior written consent of the Association.
- d) That notwithstanding the Use Restrictions contained in paragraph 6 through 33 above herein, the above described Sign and Landscape Easement areas may be used for the uses and purposes set out in this paragraph 39 and said Use Restrictions contained in said paragraphs 6 through 33 above shall not be deemed to preclude the uses and purposes in the above described easement area set out in this paragraph 39.

COMMON AREA EASEMENTS

40. The Association shall have and is hereby granted a perpetual common area easement over and across the following described property, to-wit:
- a) A tract located in Section 20, Township 48 North, Range 13 West, Boone County, Missouri, being part of Longview Subdivision Plat 1, recorded in Plat Book 28, Page 95 of the Boone County Records; starting at the northeast corner of said Longview Subdivision Plat 1; thence N 85° 34' 00" W, along the north line of said Longview Subdivision, 157.74 feet to the centerline of Longview Drive; thence with said centerline, S 22° 13' 41" W, 27.22 feet to the point of beginning;

Thence from the point of beginning, along a non-tangent curve to the right, 12.56 feet, curve radius 8.00 feet and a chord of S 22° 46' 19" E, 11.31 feet; thence 5 22° 13' 41" W, 69.16 feet; thence with a curve to the right, 25.13 feet, curve radius 8.00 feet and a chord of N 67° 46' 19" W, 16.00 feet; thence N 22° 13' 41" E, 69.16 feet; thence with a curve to the right, 12.56 feet, curve radius 8.00 feet and chord of N 67° 13' 41" E, 11.31 feet to the point of beginning and contains 0.03 acres. (Otherwise know as: The front entrance island.)

- b) A tract located in Section 20, Township 48 North, Range 13 West, Boone County, Missouri, being part of Longview Subdivision Plat 1, recorded in Plat Book 28, Page 95 of the Boone County Records:

Starting at the northwest corner of Lot 18 of said Longview Subdivision Plat 1, thence with the east right-of-way of Forest Glen Drive, S 33° 26' 01" W, 55.00 feet; thence N 56° 33' 59" W, 41.00 feet to the point of beginning;

Thence from the point of beginning, S 33° 26' 01" W, 38.67 feet; thence with a curve to the right 24.92 feet, curve radius 10.00 feet, chord of N 75° 08' 10" W, 18.96 feet; thence with a curve to the right, 96.00 feet, curve radius 74.00 feet, chord of 89.41 feet, N 33° 26' 01" E; thence with a curve to the right, 24.92 feet, curve radius 10.00 feet, chord of S 37° 59' 48" E, 18.96 feet; thence S 33° 26' 01" W, 38.67 feet to the point of beginning and containing 0.06 acres. (Otherwise known as: The Forest Glen island.)

upon the following terms and conditions:

- a) The designated representatives of the Association shall have the right to enter upon the common area easement areas and perform the following thereon:
1. To erect, install, maintain, repair, replace and remove one or more gazebos, entrance structures and security structures.
 2. To install, maintain, repair, replace and remove lighting in the easement areas and to install, maintain, repair, replace and remove lighting fixtures, equipment and facilities of all types.
 3. To install underground electric lines and electrical facilities to provide electricity for lighting in the easement areas.
 4. To grade the easement areas, alter the level of the easement areas and install berms and other scenic improvements in the easement areas.
 5. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground cover, plantings and other landscaping materials of all types and kinds in the easement areas.
 6. To install sprinkler and irrigation equipment and systems in the easement areas.
 7. To install any and all other types of improvements in the easement areas.
- b) This common area easement shall run in favor of the Association which shall have the right to enforce all of the provisions of this common area easement in law or in equity, or both, and this easement shall not be amended, modified or revoked without the prior written consent of the Association.
- c) That the Association shall have the right hereafter to acquire fee simple absolute title to the easement areas if the Association in its discretion deems such to be appropriate and the Association shall have the right to use the easement areas for the above-mentioned

purposes.

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ASSOCIATION

41. The members of Longview Neighborhood Association shall have the power to perform the purposes set out in paragraphs 39 and 40 above, to perform the additional purposes set out below herein and to perform the purpose set out in the other provisions of this document.

Each owner of a residence subject to these Covenants shall be a member of the Association. The membership appurtenant to any residence shall not be separated from ownership of the residence. The Association shall be governed by the following provisions and shall have the following rights, powers, duties and responsibilities, to-wit:

- a) The Association shall be governed by a Board, which shall consist of four (4) Officers and three (3) members of the Architectural Control Committee.
 1. Chair: The Chair, also known as a President, shall preside over regular and special meetings, and act as the association's chief executive officer. The Chair shall serve a term of one (1) year.
 2. Vice-Chair: The Vice-Chair, also known as Vice-President, shall perform the duties of the chair in the absence of the Chair, or by the Chair's request. The Vice-Chair shall serve a term of two (2) years. The first year will be served as Vice-Chair; and the second year will be served as Chair.
 3. Secretary: The Secretary shall keep the minutes of all meetings of the association, handle correspondence, and prepare meeting notices. The Secretary shall serve a term of three (3) years.
 4. Treasurer: The Treasurer shall handle all funds, keep records thereof, and report the association's finances whenever requested by the chair at any meeting or otherwise. The Treasurer and one other officer must approve all disbursement of all association funds, furthermore must sign the association checks. The Treasurer shall serve a term of three (3) years.
 5. Architectural Control Committee: See section 35.
 6. Election of Officers: Election of Officers shall take place whenever needed. Otherwise elections shall occur on the first Monday in May, annually. Candidates for office must be members of the association, and may be nominated by himself or herself or by another member of the association. The winning candidate for each vacancy will be the candidate who receives the largest number of votes for the particular office.
 7. Meetings: There shall be an annual meeting on the first Monday of May to elect officers and conduct other business. Quarterly, board meeting will be held by the Officers and Architectural Control Committee.
 8. Dues: Membership dues shall be in an amount set by the association at its annual meeting. They are due and payable on June 1st of each year and should be paid to the treasurer of the association.

- b) Each owner of a lot by acceptance of a Deed, Contract for Deed or other form of conveyance there-for, whether or not it shall be so expressed in any such deed, contract or other conveyance, shall be deemed to covenant and agree to pay to the Association

annual assessments and special assessments to be fixed, established and collected from time to time as hereinafter provided. The annual assessments and special assessments, together with interest thereon and costs of collection as hereinafter provided, shall be a lien upon the lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as herein provided, shall also be the personal obligation of the person who was the owner of such lot at the time the assessment was imposed.

c) The annual and special assessments shall be used for the purposes of the Association including but not limited to the followings

1. To erect, install, maintain, repair, replace and remove one or more signs in the above-described sign and landscape easement areas indicating the entrance to Longview Subdivision.
2. To install, maintain, repair, replace and remove lighting on the signs in the aforesaid sign and landscape easement areas and to install, maintain, repair, replace and remove sign lighting fixtures, equipment and facilities of all types in said easement areas.
3. To install underground electric lines and electrical facilities to provide electricity for lighting on the aforesaid signs in the said easement areas.
4. To grade the sign and landscape easement areas, alter the level of said easement areas and install berms and other scenic improvements in the sign and landscape easement areas.
5. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground cover, plantings and other landscaping materials of all types and kinds in the sign and landscape easement areas.
6. To install sprinkler and irrigation equipment and systems in the sign and landscape easement areas
7. To install fences, fencing materials, walls, structures and other improvements in the sign and landscape easement areas.
8. To erect, install, maintain, repair, replace and remove one or more gazebos, entrance structures and security structures in the common area easement areas.
9. To install, maintain, repair, replace and remove lighting in the common area easement areas and to install, maintain, repair, replace and remove lighting fixtures, equipment" and facilities of all types in said easement areas.
10. To install underground electric lines and electrical facilities to provide electricity for lighting in the common area easement areas.
11. To grade the common area easement areas, alter the level of said easement areas and install berms and other scenic improvements in said easement areas.
12. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground-cover, plantings and other landscaping materials of all types and kinds in the-common area easement areas.
13. To install sprinkler and Irrigation equipment and systems in the common area easement areas.
14. To install any and all other types of improvements in the common area easement areas.
15. To acquire title to any of the real estate within the boundaries of the above described Longview Subdivision and use the same for security buildings and facilities.
16. To acquire title to any of the real estate within the boundaries of the above described Longview Subdivision and use the same as common area for the benefit of all lot owners,

17. To maintain such insurance on the aforesaid easement areas and on any other property owned and/or controlled by the Association as the Association deems appropriate.
 18. To pay any and all taxes and assessments levied, if any, upon all property owned and/or controlled by the Association.
 19. To carry out and exercise all of its rights, powers and duties and to perform all of its obligations as set out herein.
 20. To enforce all of the provisions of this document and to pay the expense of enforcing the provisions of this document including attorney fees and court costs.
 21. The term "common areas" as used above herein shall include all real estate owned and/or controlled by the Association and designated as "common areas" by the Association.
- d) The Board of the Association shall be empowered to spend up to 50% of the association's funds, once per year, for the purposes of the Association as follows:
1. To erect, install, maintain, repair, replace and remove one or more signs in the above-described sign and landscape easement areas indicating the entrance to Longview Subdivision.
 2. To install, maintain, repair, replace and remove lighting on the signs in the aforesaid sign and landscape easement areas and to install, maintain, repair, replace and remove sign lighting fixtures, equipment and facilities of all types in said easement areas.
 3. To install underground electric lines and electrical facilities to provide electricity for lighting on the aforesaid signs in the said easement areas.
 4. To grade the sign and landscape easement areas, alter the level of said easement areas and install berms and other scenic improvements in the sign and landscape easement areas.
 5. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground cover, plantings and other landscaping materials of all types and kinds in the sign and landscape easement areas.
 6. To install sprinkler and irrigation equipment and systems in the sign and landscape easement areas
 7. To install fences, fencing materials, walls, structures and other improvements in the sign and landscape easement areas.
 8. To erect, install, maintain, repair, replace and remove one or more gazebos, entrance structures and security structures in the common area easement areas.
 9. To install, maintain, repair, replace and remove lighting in the common area easement areas and to install, maintain, repair, replace and remove lighting fixtures, equipment" and facilities of all types in said easement areas.
 10. To install underground electric lines and electrical facilities to provide electricity for lighting in the common area easement areas.
 11. To grade the common area easement areas, alter the level of said easement areas and install berms and other scenic improvements in said easement areas.
 12. To install, replace, remove, trim, cultivate, fertilize, irrigate, mow and maintain trees, shrubs, ground-cover, plantings and other landscaping materials of all types and kinds in the-common area easement areas.
 13. To install sprinkler and Irrigation equipment and systems in the common area easement areas.
 14. To install any and all other types of improvements in the common area easement areas.
- e) The assessments of the Association (also known as "Dues") shall be assessed equally

against each residence and the owner(s) thereof which is subject to assessment as provided herein. The Association is hereby empowered to make and collect during each year from the owner(s) of each residence an assessment in a sum sufficient for the above stated purposes, along with a reasonable balance for the purpose of unanticipated expenses. Special assessments shall be made and collected by the Association as required for the purpose set forth in this document. If any assessment is not paid on the due date, then such assessment shall become delinquent and shall, together with Interest and costs of collection, thereupon become a continuing lien on the lot which shall bind such property in the hands of the owner, and said owner's heirs, devisees, personal representatives and assigns. The Association may file a notice of lien with the Boone County Recorder of Deeds for delinquent assessments. The personal obligation of the then owner to pay such assessment, however, shall remain said owner's personal obligation and shall also pass to and be the personal obligation of said owner's successors in title to the lot. If any assessment is not paid when due, the assessment shall bear interest from the date of the delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay the same or an action to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment and interest the reasonable attorney fees incurred in collection. No owner may waive or otherwise escape liability for the assessment provided for herein by claimed nonbenefit or nonuser of the benefits for which the assessment is imposed. The lien of any assessment provided for herein shall be subordinate to the lien of any deed of trust now or hereafter placed upon a lot subject to assessment; provided however, that such subordination shall apply only to the assessments which have become due and payable prior to the date of sale or transfer of such property pursuant to a foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. Such sale or transfer shall not relieve the personal obligation of the property owner for the assessment coming due during the time he or she owned the property.

MODIFICATION

42. At any time hereafter, any of the foregoing Restrictive Covenants may be amended, modified, or abrogated upon the written consent of the owners of two-thirds (2/3) of the residences subject to these Restrictive Covenants.

ENFORCEMENT

43. The Board of Longview Neighborhood Association may enforce these covenants and shall have the right to proceed in law or in equity, or both, against any person or persons violating or attempting to violate any of these covenants, either to restrain violation or to restore damages, or both, and said remedies shall be cumulative and not exclusive, and in said legal proceedings the prevailing party shall have the right to recover from the other party or parties all reasonable costs incurred in enforcing the provisions of these Restrictive Covenants, including a reasonable attorney fee. Invalidation of any of these covenants by judgment or court decree shall not in any way affect the validity of any of the other provisions herein which shall remain in full force and effect.

44. Invalidation of any of these covenants by judgment or court decree shall not in any way affect the validity of any of the other provisions herein which shall remain in full force and effect.

IN WITNESS WHEREOF, the Longview Neighborhood Association represented by the undersigned has executed this instrument this 24 day of July, 2008.

BY: Chuck Worstell
Chuck Worstell
President
Longview Neighborhood Assoc.

State of Missouri
County of Boone

On this 24th day of July 2008, in the year 2008, before me, the undersigned notary public, personally appeared Chuck Worstell, known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Kristy Jones Bryant

