

DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF COUNTRYVIEW ADDITION
HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by COUNTRYVIEW ADDITION HOMEOWNERS ASSOCIATION, INC., a Missouri not-for-profit corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant in the homes association covering certain property in the City of Warrensburg, County of Johnson, State of Missouri, which is more particularly described as:

Lots 1-83 and Tracts A, B, and C of Countryview Addition, according to the plat recorded in Plat Book 12 at Page 21-22, Johnson County, Missouri.

WHEREAS, each of the owners of said property have consented to and authorized Declarant to file this Declaration in order to achieve the purposes set forth herein, since due to a clerical error, the Declaration was not recorded prior to selling the lots contained in said property to each owner;

WHEREAS, Declarant desires to place certain protective covenants, conditions, restrictions, reservations and liens on such property, for the use and benefit of those lot owners in Countryview Addition.

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in a residential subdivision to be developed in the aforesaid area and for the maintenance of the property and improvements thereon, and such other property as may be subsequently subjected hereto, and to this end desires to subject the real property heretofore described, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which in and are for the benefit of said property and each owner thereof;

WHEREAS, the Declarant has caused, for the efficient preservation of the environment, values, and amenities in said property, and has delegated and assigned the powers of owning, maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the recreation, health, safety and welfare of the residents; and

WHEREAS, the Declarant has been incorporated under the laws of the State of Missouri for the purpose of exercising the functions aforesaid.

NOW THEREFORE, Declarant hereby declares, and pursuant to each Owner's consent, that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of said property. These easements, covenants, restrictions, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Countryview Addition Homeowners Association, Inc., its successors and assigns.

Section 2. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the members of the Association.

Section 3. "Declarant" shall mean and refer to Countryview Addition Homeowners Association, Inc., its successors and assigns.

Section 4. "Improved Property" shall mean a single tract consisting of one or more contiguous lots on which a residence has been constructed or is in the process of being constructed or on which any other building has been constructed or is in the process of being constructed thereon as of January 1 of any calendar year.

Section 5. "Lot" shall mean and refer to any separately numbered plot of land shown upon any recorded subdivision map of the Property excepting the Common Area.

Section 6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden

management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 7. "Member" shall mean and refer to every person or entity who hold membership in the Association.

Section 8. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 9. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or other land which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the Jurisdiction of the Association, and these restrictions, as hereinafter provided.

Section 12. "Unimproved Property" shall mean any lot or lots which do not meet the definition of Improved Property as of January 1 of any calendar year.

Section 13. "Supplementary Declaration" shall mean and refer to any declaration of covenants, conditions or restrictions which may be recorded by the Declarant which contains some complementary provisions in relation to the Property or any portion thereof as authorized herein and is reasonably related to the general welfare of the owners and occupants within the Property or the portion thereof affected by same.

ARTICLE II

Annexation of additional property to be made subject to these restrictions shall require the assent of two-thirds (2/3) of all Class A votes cast at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The presence of members or of proxies entitled to cast sixty percent (60%) of the votes of the aforesaid class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth above and the required quorum at such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding

meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. In the event that the requisite number of votes are not represented, in person or by proxy, members not present may give their written assent to the action taken thereat.

ARTICLE III ASSOCIATION MEMBERSHIP

Every person or entity that is a record owner of a fee or undivided fee interest in any Lot which is subject to covenants of record, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to covenants of record. Ownership of such Lot shall be the sole qualification for membership.

ARTICLE IV VOTING RIGHTS

The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article III. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

ARTICLE V POWERS AND DUTIES

In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable:

(1) To enforce, in its own name, any covenants, conditions or restrictions which may now or may hereafter be imposed upon any of the Property. The expenses and costs of any such proceeding may be paid out of the general fund of the Association.

(2) To maintain, plant, care for, spray, trim, protect and replant trees, grass, shrubs and other landscaping on all streets in public places or in the Common Areas.

(3) To provide and maintain such lights as the Association may deem advisable on streets, areas dedicated to the public or for the use of Members of this Association, gateway, entrances or other features.

(4) To provide uniform rules and regulations for the collection of garbage and rubbish and for the disposal of such garbage and rubbish as is collected and to provide a uniform method for the collection and disposal of garbage and rubbish from the residences of the Members.

(5) To provide for the establishment, operation and maintenance of parks, playgrounds, recreational facilities, gateways and entrances, fountains, streams, all ornamental features and the equipment thereof on any land set aside for the general use of the public and the owners, or to which all such owners have access and use thereof; and to provide for the maintenance of natural water courses within the property.

(6) To erect and maintain signs for the marking of the streets.

(7) To provide for all general items of use, maintenance and repair on or over the Common Areas.

(8) To obtain fire insurance covering the full insurable replacement value of the Common Area with extended coverage.

(9) To obtain liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.

(10) To obtain workers' compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors of the Association.

(11) To obtain a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

(12) To ensure lot owners mow, care for, and maintain, and to cut and remove weeds and grass from vacant property; to pick up and remove therefrom loose material, trash and rubbish of all kinds and to do any other thing necessary or desirable in the judgment of the officers of said Association to keep such vacant and Unimproved Property neat in appearance and in good order.

(13) To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it, and such taxes as may be assessed against the Common Areas. To borrow money, to mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for debts incurred or money borrowed.

ARTICLE VI PROPERTY RIGHTS

Section 1. Members' Easements of Enjoyment. Every Member shall have a right of ingress and egress and easement of enjoyment on and to the Common Area and such easement shall be appurtenant to and shall pass with the title to every assessed Lot subject to the following provisions:

- (a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property;
- (c) The right of the Association to suspend the voting rights and right to use of the recreational facilities by any Member for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- (d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes of the Class A membership has been recorded, agreeing to such dedication or transfer;

(e) The right of the Association to make reasonable rules, regulations and conditions and impose reasonable restrictions upon the use and enjoyment of Common Areas for the benefit of all Members, their guests and assigns.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Area and facilities to the members of his immediate family, his tenants, or contract purchasers who reside on the property.

Section 3. Title to the Common Area. Fee simple title to the Common Area has been conveyed to the Association free and clear of all encumbrances and liens, but subject to easements and rights created by this or similar instruments.

ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot within the Property by acceptance of a deed therefore, whether or not it shall be so expressed in any deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and such costs of collection thereof, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person or persons who were the owner or owners of such Property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvements and maintenance of the Property, including, but not limited to, the payment of taxes and insurance on the Common Area, repairs to, replacement of and additions to the Common Area, for the cost of labor, equipment, materials, management and supervision of the Common Area, and for the maintenance, repair and services listed in Article V hereof, and for any other purpose which is necessary or desirable for the maintenance and

improvement of the Property and Common Area, or which is of general benefit to the owners and occupants.

Section 3. Basis and Maximum of Annual Assessments. The minimum annual assessment shall be One Hundred and no/100 Dollars (\$100.00) and the maximum annual assessment shall be Three Hundred and no/100 Dollars (\$300.00) per Improved Lot and One Hundred Fifty and no/100 Dollars (\$150.00) per Unimproved Lot. The beginning assessment shall be set by the board.

(a) From and after January 1, 2008, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) between the months of July during the two immediately preceding calendar years;

(b) From and after January 1, 2008, the maximum annual assessment may be increased above that established by the Consumer Price index formula by a vote of the Members for the next succeeding two (2) years and at the end of each such period of two (2) years, for each succeeding period of two (2) years, 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 not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including 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.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of 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 present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Lot on the first day of the month following the recording of this Declaration. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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 Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of its Lot.

Section 8. Subordination of the Lien to Mortgages. The Lien of assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien; provided, however, that in the event of default in the payment of any obligation secured by such mortgage or deed of trust such subordination shall apply only to the assessments or installments thereof which shall become due and payable prior to the sale of such property pursuant to a foreclosure of such mortgage or pursuant to power of sale under such deed of trust, or

prior to a conveyance to the mortgagee or holder of the deed of trust in lieu of foreclosure. Such sale or conveyance in lieu of foreclosure shall not relieve such property from liability for any assessments or installments thereof thereafter becoming due nor from the lien of any such subsequent assessments or installments.

ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. Conditions. No improvements, alterations, repairs, excavations, changes in grade or other work which in any way alters the exterior or any property or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by the Declarant to an owner shall be made or done without the prior approval of Global Capital & Leasing, L.L.C., so long as the Class B Membership continues to exist, except as otherwise expressly provided in this Declaration. No building, fence, wall, residence, or other structure shall be commenced, erected, maintained, improved, altered, made or done without the prior written consent of Global Capital & Leasing, L.L.C., so long as the Class B Membership continues to exist.

Section 2. The Architectural Review Board. An Architectural Review Board consisting of three (3) persons appointed by the Board of Directors shall fulfill the functions of Association, as set forth in this Article VIII.

Section 3. Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location and maintenance of the Property and of improvements thereon in such a manner so as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 4. Procedure. In the event Architectural Review Board fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval will be deemed granted. No appeal may be taken from a decision of Architectural Review Board.

ARTICLE IX USE RESTRICTIONS

Section 1. Use of Land. None of said Lots 1-83 may be improved, used, or occupied for other than private single family residential purposes, and no flat or apartment house, although intended for residential purposes, may be erected thereon. No

structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of any Lot at any time as a residence, either temporary or permanently. No lot may be improved, used or occupied for purposes other than as provided by applicable zoning laws and restrictions filed of record in relation thereof.

Section 2. Height Limitation Any residence erected on any of said Lots shall not be more than two (2) levels in height, above ground, provided that a residence more than two (2) stories in height may be erected on any said Lots with the written consent of the Architectural Review Board.

Section 3. Minimum Size Requirements. Any residence consisting of a single level, above ground level with an attached garage shall contain a minimum of 1,200 square feet of enclosed floor area. No raised ranch or split entry residence shall be erected having a total living area of less than 1,400 square feet of enclosed floor area. No split level or front-to-back split level residence shall be erected having a total living area of less than 1,200 square feet of enclosed floor area on the main two floors. No residence with one and a fraction stories above ground level with an attached garage shall be erected having less than 1,200 square feet of enclosed floor area on the first level above ground level, but in no event shall contain less than 1,600 square feet of total enclosed floor area on both levels. No residence of two (2) full stories above ground level shall be erected having less than 1,200 square feet on the first level above ground level and an over-all minimum of 2,000 square feet of enclosed floor area combined on the two (2) levels above ground level. Declarant or the Architectural Review Board may make changes to their requirements.

Section 4. Above-ground Pools Prohibited. No above-ground swimming pools shall be erected, installed, constructed and/or maintained by an owner on any Lot, other than an entirely portable and movable wading pool.

Section 5. Building Lines. No dwelling or residence shall be located nearer to the front Lot lines or side Lot lines than as indicated on the recorded plat map. Declarant reserves the right to permit the construction of a dwelling on said property on any Lot two (2) feet nearer to any street line which abuts such Lot by executing and recording a proper instrument in writing changing the building setback line.

Section 6. Garages. Each residence shall have an attached or basement private garage for not less than two (2) cars. The driveway on each Lot shall contain sufficient paved area for the off street parking of at least two (2) cars. All garages facing any street must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the house fronting on the street. The

driveway on each Lot shall be at least the width of the garage and shall be made of concrete from the street to the garage.

Section 7. Roofing Material. All roofing shall be architectural asphalt roofing limited to asphalt roofing with the appearance of weathered gray, the exact color and texture of which shall be approved in writing by the Architectural Review Board. Any other material due to pitch of roof must be submitted to the Architectural Review Board for approval.

Section 8. Commercial Activity Prohibited. No commercial activity of any kind shall be conducted on any Lot, but nothing herein shall prohibit the carrying on of promotional activities for the sale of new construction by builders.

Section 9. Uncompleted Structures. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in a damaged condition longer than three (3) months. No building shall be occupied until the exterior shall have been completed.

Section 10. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said land. Such easements shall include the right of ingress and egress for construction and maintenance purposes. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 11. Nuisances. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood.

Section 12. Utilities. Water, gas, lights, telephone and other utilities shall be located underground on each residential Lot, except perimeter Lots and other tracts of land.

Section 13. New Construction. All residences and other buildings permitted hereby on residential Lots shall be initially new construction. No building shall be moved onto any of such Lots.

Section 14. Animals Prohibited. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lots except that dogs, cats or other household pets not to exceed two (2) in number may be kept, provided they are not kept, bred or maintained for any commercial purpose. In no event shall such animals be kept on any Lot if they unreasonably disturb the Owner or residents of any other Lot. All animals shall be confined on the Owner's Lot and for the mutual benefit of all the owners, no animal shall be allowed or permitted on the Common Area, except when on a leash or when in direct and constant control of the owner thereof or a member of his family.

Section 15. Advertising Prohibited. No advertising signs (except one of not more than nine (9) square feet "For Rent" or "For Sale" sign per Lot), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatsoever shall be conducted on any Lot or on any portion of any Lot, provided, further however, that the foregoing covenants shall not apply to the business activities, signs and billboards or the construction and maintenance of structures by the builders of residential structures during the construction and sale period, and of the Association, in furtherance of its powers and purposes as set forth in these Articles.

Section 16. Screening Required. All equipment, propane storage tanks, trash cans, garbage cans, wood piles, and storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Owners of Lots. All rubbish, trash, or garbage shall be regularly removed from each Lot, and shall be kept in sanitary containers. No clothes lines shall be permitted and no trash burning shall be permitted on any Lot.

Section 17. Antennas Prohibited. No exterior television or radio antennas of any sort shall be placed, allowed or maintained on any portion of any Lot.

Section 18. Storage Tanks. No tank for the storage of fuel, other than propane, may be maintained on any Lot above the surface of the ground. The maximum capacity of the tank shall be One Hundred (100) gallons.

Section 19. Automotive Repair Prohibited. No automotive repair or rebuilding or any other form of automotive manufacture, whether for hire or otherwise, shall occur on any Lot or Common Area hereby restricted.

Section 20. Parking and Storage of Vehicles Prohibited. No school buses, tractors, trucks over 3/4 ton, recreational vehicles, boats, unmounted campers, trailers, unlicensed or inoperable or partially disassembled automobiles or other motor vehicles or

trailers shall be regularly parked in the open on any Lot or at the curb and in any event not more than forty-eight (48) hours at any one time.

Section 21. Trash. No trash, refuse, grass clippings, or ashes shall be thrown, dumped or placed upon any undeveloped portions of the Property.

Section 22. Trees. Each residence shall have two (2) 1 ½ to 2 inch in diameter trees planted in the front yard.

Section 23. Rentals. All homes must be owner occupied.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating, or attempting to violate, any covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these Covenants. Any such action may be initiated by the Declarant, any Owner, or the Association created and referred to herein. Failure by the Declarant or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by those entitled to cast not less than seventy-five percent (75%) of the Lots eligible votes, and thereafter, by an instrument signed by Members entitled to cast not less than two-thirds (2/3) of all votes. Any amendment provided for hereunder shall become effective when the instrument of amendment is properly executed, acknowledged and filed for record in Johnson County, Missouri, in the Recorder's office in Warrensburg.

Section 4. Notices. Any notice required to be sent to any Member or owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 5. Language Variation. The use of pronouns or of singular or plural as used herein shall be deemed to be changed as necessary to conform to actual facts.

IN WITNESS WHEREOF, the said Declarant, by its duly authorized agent has caused this instrument to be executed this 19th day of August, ~~2006~~ 2007 

COUNTRYVIEW ADDITION
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Name: Stephen Buxis
Title: Manager

STATE OF MISSOURI)
)
COUNTY OF JOHNSON)

On this 29 day of August, ~~2006~~²⁰⁰⁷, before me appeared Stephen Buxis, personally known to me, who, being by me duly sworn did say that he is the authorized agent of Countryview Addition Homeowners Association, Inc., and that said instrument was executed for the purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and my official seal at my office in Johnson County the day and year first-above written.



[Signature]
NOTARY PUBLIC