

**AMENDED COVENANTS AND RESTRICTIONS  
LOMA LINDA SUBDIVISION**

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AMENDED COVENANTS AND RESTRICTIONS  
LOMA LINDA SUBDIVISION

WHEREAS, on or about the 16th day of December, 1977, in Book 310, at Page 296, in the Newton County Recorder's Office, a certain document titled "Restrictive Covenants," was filed pertaining to Loma Linda Estates, a subdivision in Newton County, Missouri; and

WHEREAS, thereafter, a document was filed on or about September 12, 1980 at Book 321, page 1353, in the office of the Recorder of Deeds of Newton County, Missouri, a document captioned "Amendment of Restrictive Covenants," purporting to amend the restrictive covenants of Loma Linda Subdivision; and

WHEREAS, thereafter, on the 21st day of October, 1980, at Book 321, page 1822, in the office of the Recorder of Deeds of Newton County, Missouri, a document captioned "Declaration of Covenants and Restrictions" was recorded, purporting to amend the restrictive covenants of Loma Linda Subdivision; and

WHEREAS, on the 21st day of March, 1984, at Book 326, page 1896 of the Recorder of Deeds of Newton County, Missouri, a document captioned "Amendment of Restrictive Covenants;" and

WHEREAS, on or about the 3rd day of May, 1984, at Book 326, page 2604, in the office of the Recorder of Deeds of Newton County, Missouri, a certain document captioned, "Declaration of Amendments to Covenants and Restrictions" was filed, purporting to amend the restrictive covenants of Loma Linda Subdivision; and

WHEREAS, on the 28th day of September, 1993, a document captioned, "Amendments to Covenants and Restrictions of Loma Linda Estates, as recorded in

Book 321, at page 1353, Newton County Recorder of Deeds, Neosho, Missouri." was recorded at Book 342, page 7320 in the office of the Recorder of Deeds of Newton County, Missouri, purporting to amend the restrictive covenants of Loma Linda Subdivision; and

WHEREAS, from time to time additional documents may have been recorded in the office of the Recorder of Deeds of Newton County, Missouri, purporting to amend the restrictive covenants of Loma Linda Subdivision in Newton County, Missouri; and

WHEREAS, as a result of the foregoing documents there is great confusion regarding the enforceability and the effect of the restrictive covenants previously recorded with respect to Loma Linda Subdivision; and

WHEREAS, on or about the 19th day of July, 1994, Loma Linda Property Owners Association, Loma Linda Estates, Inc., Loma Linda Development, Inc., and Excalibur Land & Investment Company, Ltd. did enter into an agreement in an attempt to resolve the differences of said organizations which have arisen as a result of the confusion created by the prior amendments to the restrictive covenants of Loma Linda Subdivision; and

WHEREAS, pursuant to said agreement and in order to facilitate the future growth and proper development of Loma Linda Subdivision the parties agreed to redraft and approve and to be bound by comprehensive restrictive covenants pertaining to Loma Linda Subdivision which covenants are intended to supersede and replace all previous restrictive covenants; it is hereby agreed as follows:

## ARTICLE I

### AFFECTED PROPERTY

a. The affected property shall be all property included in Loma Linda Estates, a subdivision in Newton County, Missouri, according to the plat thereof which was recorded on the 15th day of December, 1977, at Plat Book 3, page 127 of the Recorder of Deeds of Newton County, Missouri.

b. That portion of said Loma Linda Estates Subdivision described as follows:

Lots 1 through 32, inclusive in Block One; Lots 1 through 12, inclusive, in Block Two; Lots 1 through 42, inclusive, in Block Three; Lots 1 through 13, inclusive, in Block Four; Lots 1 through 24, inclusive, in Block Five; Lots 1 through 31, inclusive, in Block Six; Lots 1 through 37, inclusive, in Block Seven; Lots 1 through 11, inclusive, in Block Eight; Lots 1 through 49, inclusive, in Block Nine; Lots 1 through 53, inclusive, in Block Ten; Lots 1 through 41, inclusive, in Block Eleven; Lots 1 through 31, inclusive, in Block Twelve; Lots 1 through 41, inclusive, in Block Thirteen; Lots 1 through 25, inclusive, in Block Fourteen; and Lots 1 through 72, inclusive, in Block Fifteen, in Loma Linda Estates, a subdivision, Newton County, Missouri, according to the official recorded plat thereof less those lots formerly in Block 13, 14 and 15 now in Loma Linda Estates South and plus all lots Number 1 through 394 and the blocks in Loma Linda Estates South which consist of Blocks A through H, inclusive, and 1 through 13, inclusive, which have not been further divided into lots, all of which is located in Loma Linda Estates South, according to the official recorded plat thereof

shall hereinafter be referred to as Loma Linda North.

c. That portion of said Loma Linda Estates Subdivision described as follows:

Lots Number 1 through 394 and the blocks in Loma Linda Estates South which consist of Blocks A through H, inclusive, and 1 through 13, inclusive, which have not been further divided into lots, all of which is located in Loma Linda Estates South, according to the official recorded plat thereof, which plat was recorded at Plat Book 3, page 164 on the 3<sup>rd</sup> day of May, 1984.

shall hereinafter be referred to as Loma Linda South.

## ARTICLE II

### ADOPTION OF AMENDMENTS

These amendments shall be effective if approved by an affirmative vote of two-thirds of the lot holders of the lots in Loma Linda Subdivision present at a meeting called specifically for the purpose of adopting these amended covenants and for which ten (10) days notice has been given to all lot holders. Said notice shall provide the date and location of said meeting and shall advise the lot holders that copies of the proposed amended covenants are available at the offices of Loma Linda. The notices shall be mailed by first class mail to each lot holder. There shall be assigned one vote to each lot recorded in the subdivision plat. If a person or entity owns more than one lot, he, she or it shall be entitled to one vote for each lot. If a lot is owned by more than one person or entity, all such persons or entities together shall be entitled to one vote for said lot.

## ARTICLE III

### DEFINITIONS

Section 1. The following words when used in this Declaration (unless the context shall prohibit) shall have the following meaning:

(a) "Loma Linda Estates" shall mean and refer to Loma Linda Estates, Inc., Loma Linda Development Co., Inc., The Villas of Loma Linda, L.L.C., Country Club Estates, L.L.C., Meed Development Company, L.L.C., Meed Village, Inc., Meed

Construction Co., L.L.C. and Excalibur Land & Investment Company, Ltd. their successors or assigns.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto as are subject to this Declaration.

(c) "Association" shall mean and refer to Loma Linda Property Owners Association, whose Certificate of Incorporation was issued by the Missouri Secretary of State on August 4, 1980, its successors assigns.

(d) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of The Properties with the exception of Reserved Areas as hereinafter defined.

(e) "Reserved Area" shall mean and refer to those areas land shown on any recorded plat of The Properties, which are not numbered plots and which are owned by Excalibur Land and Investment Company, Ltd., and Loma Linda Estates, and those portions owned by the Loma Linda Property Owners Association for the common use and enjoyment of the owners, and any areas reserved for utility easements.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon The Properties.

## ARTICLE IV

### APPLICATION OF RESTRICTIONS TO PROPERTY

All property included in ARTICLE I above shall be held, conveyed, mortgaged, transferred and sold subject to the conditions, restrictions, covenants, reservations, easements, liens and charges set forth in these amendments provided, however, that where certain provisions are designated to apply only to Loma Linda North or only Loma Linda South then said conditions, restrictions, covenants, reservations, easements, liens and charges shall only apply to Loma Linda South or to Loma Linda North as described in ARTICLE I above.

## ARTICLE V

### GENERAL PURPOSES

The Properties are subjected to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to insure the highest and best development of said property; to protect the owners of building sites against such improper use by property owners of surrounding building sites as will depreciate the value of their property; to reserve, so far as practicable, the natural beauty of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain setbacks from streets, adequate free space between structures, and in general to provide adequately for a high type ,and quality of improvement of said Properties and

thereby to enhance the development of Loma Linda Estates, Inc. and the use thereof by its residents.

## ARTICLE VI

### GENERAL LAND USE

The Properties shall be used for residential use only, except as provided in Article VII, Section 2.B.c., Article XI and Article XII and shall be subject to all the covenants and conditions contained herein.

## ARTICLE VII

### ARCHITECTURAL CONTROL COMMITTEE

Section 1. Organization; Purpose An Architectural Control Committee (hereafter referred to as the "Committee") is hereby created which shall be composed of five members to be elected by the lot owners of Loma Linda Estates. Each lot shall have one vote. The first election and appointment was held at 1:30 P.M. on January 14, 1978 at 1820 East 20th Street, Joplin, Missouri. Subsequent and annual elections shall be held at the same time as the annual Property Owners Association meeting. The Committee as elected and appointed shall serve until the next annual meeting and from their number, they shall select a Chairman, and Secretary to record proceedings. Each member must be a lot owner in Loma Linda North or a dues paying member of Loma Linda South. Any vacancy created by resignation may be filled by appointment of the Committee. The purposes and functions of the Committee shall be to review

and approve or disapprove all proposed plans and specifications for improvements in Loma Linda North to insure compliance with the restrictions set out in Article VII, Section 2., below. A majority vote of the Committee shall be binding. In order to expedite and encourage new building, major alterations and similar improvements, the Committee shall deal promptly with all applications for approval of new structures or structural changes.

Section 2. Powers and Functions:

A. No new structures, or additions to or alterations of existing structures shall be made or placed on any lot in Loma Linda North until a written approval has been first obtained from the Committee. Blank applications for approval should be obtained at the Loma Linda Administrative Office or from any Committee member.

B. The Committee or any lot owner in Loma Linda North may bring legal action to enforce the following restrictions:

a. All lots will be for single family residences except lots 1 and 2 in Block 1; Lots 7, 8, 9, 10, 11, 12 and 13, in Block 7; Blocks 16 through 32; and Blocks A through H inclusive, all located in Loma Linda Estates, and all of Blocks 1 through 13, inclusive, and A through H, inclusive, and lots 1 through 394, inclusive, all located in Loma Linda Estates South, a subdivision, according to the recorded plat thereof.

b. With the exception of those lots listed in B.a. above, no residence shall be constructed with less than 1,640 square feet of floor space, exclusive of open porches and garages, provided, however, that each unit of a multi-family structure used solely for residential purposes shall be a minimum of 1,450

square feet. Finished basement space may be considered in calculating the footage based on the approval of the Committee. However the Committee will require the existence of an outside separate entrance to the basement if included in the floor space calculation. All single family residences shall have a garage or car port with minimum demensions od twenty feet (20') by twenty feet (20').

c. No commercial use, business, trade or profession any type shall be permitted on any lot except Lots 1 and 2 in Block 1, Lots 8, 9, 10, 11, 12 and 13 in Block 7; Blocks 16 through 32; and Blocks A through H, inclusive, all located in Loma Linda Estates, and all of Blocks 1 through 13, inclusive, and A through H, inclusive, and lots 1 through 394, inclusive, all located in Loma Linda Estates South, a subdivision, according to the recorded plat thereof, provided that home businesses shall be permitted in any residence as long as such use is not obvious from outside the residence and does not substantially increase traffic or parking in the vicinity of the residence.

d. All lots shall have a twenty foot (20') easement on that portion which abut any street or roadway, a ten foot (10') easement on side lot lines, and a ten foot (10') easement on rear lot lines for purposes of installing, constructing and maintenance of utility services and drainage.

e. All driveways to residences from streets must be paved with concrete, asphalt, or other material which may be approved by the Committee.

f. All residences shall have at least 25% of exterior wall space constructed of stone, brick or stucco.



g. The Committee shall have the authority to approve construction of a residence which does not comply with the above provisions.

h. All lots abutting Blocks B, C and D shall have a fifty foot (50') easement on all land abutting such blocks for golfers and golf carts and golf course maintenance equipment. No improvements including fences, trees or shrubbery, shall be placed, erected, constructed or planted on said fifty foot (50') easement.

i. No building or structure shall be placed, constructed, or erected less than 45 feet from the front property line, or less than 10 feet from a side property line except if side property lines abuts a street, then the required distance shall be not less than 30 feet, and not less than 25 feet from rear property line. The Committee may vary this requirement where the terrain of a lot makes the restriction unreasonable.

j. No propane tanks or similar tanks containing pressurized containing pressurized gas, other than portable tanks with a capacity of less than 20 gallons, shall be placed on any lot.

k. No chain link fences, other than dog runs, may be constructed on any lot with out specific permission from the Committee.

l. No above ground swimming pools may be constructed without specific approval of the Committee

m. Notwithstanding any other provisions of these covenants and restrictions, the provisions of sections a. through l. above may not be amended without the written agreement of Loma Linda Development, or its successor.

ARTICLE VIII  
OWNERSHIP OF COMMON PROPERTY

The Association shall own all roads, conveyed common areas, and easements in Loma Linda North and shall maintain and operate the same. In addition, the association shall maintain the rear entrance to the subdivision, the barn and storage area located near the rear entrance to the subdivision and all immediately joining areas in a neat, attractive, mowed and planted manner. The association shall maintain a sign at the rear entrance which attractively and visibly indicates that the rear entrance is to Loma Linda Estates. The Association shall maintain all roads in Loma Linda South which have been turned over to the Association for maintenance in accordance with the provisions of Article X of these covenants. Any owner of a lot in Loma Linda South or Loma Linda North, or anyone pursuing the use of a facility, amenity or activity owned or maintained by Loma Linda Estates shall have the right of access over the private roads owned by The Association and shall have the right of access to the East Wind pond and ponds near the old barn for recreational purposes. Loma Linda Estates shall maintain all ponds in a neat and attractive condition.

ARTICLE IX  
LOMA LINDA PROPERTY OWNERS ASSOCIATION

Section 1. Membership. Every Owner of a Lot in Loma Linda North and every individual owner of a lot in Loma Linda South shall be a member of the Association, provided however, that upon approval of the amended covenants as provided in Article

II above, Loma Linda Estates shall cease to be a member and it will relinquish any voting rights with respect to lots it owns in Loma Linda North. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights. All members of the Loma Linda Property Owners Association shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for each such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any one lot. Any property owner who is delinquent more than 30 days with respect to any dues or assessment shall not be entitled to vote on any issue until such time as all dues and assessments have been paid in full.

Section 3. Board of Directors. The Board of Directors of the Property Owners Association shall consist of five (5) members, each to be elected by a majority of the members of The Property Owners Association present in person or by proxy at the annual meeting of the Association. The initial Board shall have two members serving three year terms, two members serving two year terms and one member serving a one year term. Any director elected after approval of the amended covenants shall serve a term of three (3) years. Each year an appropriate number of members shall be elected so as to maintain a total membership in the Board of Directors of five.

Section 4. General Duties of Association. In addition to other duties of the Association set out in these Amended Covenants and Restrictions, the Association shall have the duty and power to enforce the following restrictions:

- a. No mobile home will be allowed on any lot.

b. Self powered motor mobile homes, or campers must be stored in a permanent garage or car port or in a designated storage area located at the barn near the rear entrance to the subdivision.

c. No noxious or offensive trade or activity which may constitute a nuisance to the subdivision shall be permitted.

d. The keeping of livestock, fowl including ducks, geese and similar fowl, or rabbits on the premises is prohibited. Dogs, cats or birds as household pets will be permitted provided that they are not maintained for any commercial purpose and provided further that all such pets are kept fenced, caged, tied or on leash at all times. Horses may be kept on lots of five (5) acres or more.

e. Trailers, boats, motor powered cycles, golf carts or other similar vehicles or conveyances shall be housed in garages, carports, or other buildings as may be approved by the Committee.

f. Over night parking on roads and streets except for automobiles and light trucks (one-half ton or less) is prohibited. No unlicensed or inoperable motor vehicle shall be stored on any residential lot but may be stored in a designated storage area located at the barn near the rear entrance to the subdivision.

g. All residential lots shall be maintained in a neat, clean and attractive manner. No unsightly accumulations of debris, junk, trash, equipment shall be allowed. All lawns shall be seeded or covered with sod and mowed regularly.

h. Other than for purposes of ongoing construction, no industrial equipment or truck shall be kept on any residential lot.

- i. The Association shall maintain all common areas in a neat, landscaped condition.
- j. Other than signs listing property for sale, (which shall be placed at least ten [10] feet from the edge of the road and be of normal Real Estate Company "for sale" signs) no signs or advertising shall be maintained on residential property. This provision shall not prohibit the maintenance of constitutionally protected political advertising for a period commencing not more than two weeks prior to an election.
- k. No trees, shrubbery or other obstruction may be maintained on a residential lot which blocks the view of traffic at an intersection.
- l. No motorized watercraft may be operated on any pond or lake in the subdivision.

Section 5. Guard Service. The Association will, at its expense, employ or enter into a Contract for guard service. The guard service will man the guard house and will patrol such areas of the subdivision at such times and in such manner as the Association deems necessary from time to time for the protection of residents.

## ARTICLE X

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the lien and personal obligations assessments. Each Owner of any lot by acceptance of a deed thereto, or by execution of a sewer hook-up agreement approved by the Property Owners Association, whether or not it shall be so

expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments with 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 costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Assessments. The annual assessments levied by the Board of Directors to be approved by Loma Linda Property Owners Association shall be used for the purpose of paving, improving and maintaining the roads, improving and maintaining sewer facilities, area security, and all other related common use areas, and expenses associated therewith, including but not limited to snow removal, bookkeeping, postage office expenses, accounting, report preparation and similar expenses.

Section 3. Basis of Annual Assessment. The Association is hereby empowered to collect during each year from each owner of lots or tracts contained within the properties a regular assessment in a sum sufficient for the normal operation of the Association, including all of the functions set forth in Section 2 of this paragraph. The amount so required shall be determined from time to time by the Association, and shall be made payable at such times and in such manner as set forth in Section 6 hereof.

In the event said amounts or assessments so collected are inadequate to pay the expenses of operations, repair and maintenance, the Association may levy and collect additional special assessments for such purposes from time to time from the owners of said connections.

Any assessments or other money collected by the Association pursuant to the provisions herein shall be set aside in an account called the "Loma Linda Property Owners Association", and such fund shall not be used for any purpose not connected with or reasonably incidental to the execution of the purposes and powers herein set out. Any such account shall require the signatures of at least two board members for any payment or withdrawal of funds.

Section 4. Maintenance and Construction. If the said sewer facilities, roads, area security, and other related common use areas and structures shall at any time require maintenance, paving, repair, improvement, or replacement, it shall be the duty of the Association to cause the same to be done, and the Association shall have the power to contract for the same, after obtaining competitive bids, and to determine the terms of the contract in their discretion and to insure the satisfactory completion of the work. The Association shall pay for the cost thereof from said "Loma Linda Property Owners Association" Account and if there are not sufficient funds in said Account, then the Association shall be authorized, upon a majority vote of all the members of the Association in good standing, to make an additional special assessment therefor as hereinabove provided, in the amount necessary to pay such cost in full. The Association shall also be empowered to borrow money and to pledge the assets of the Association as security therefor, in order to make payment of such cost, but all

payments of principal and interest on such borrowings shall be made from regular and special assessments as provided in this Agreement.

Section 5. Changes in Assessments. Whenever the Association shall change the regular operation charge for said sewer facilities, roads, area security, and other related common use areas and structures, or make any additional special assessment, the Association, by its Board of Directors, shall distribute written notice, stating the amount of money required and the date or dates when payment thereof must be made, to be served at least thirty (30) days before any such payment shall be required to be made, upon each of said lot or tract owners, either by delivering the notice personally to the lot or tract owner or his agent or to some person over the age of fifteen years residing on said lots or tracts, or by mailing the same to the usual post office address of the lot or tract owner by first class mail, or, if the foregoing provisions for notice cannot be accomplished, by posting the same in a conspicuous place on or about said lots or tracts.

Section 6. Date of Commencement of Annual Assessment: Due Dates. The annual assessments provided for herein for any year shall become due and payable on the first day of October of each year, or at such other date as is designated by the Association. The due date of any special assessment under Section 2 hereof shall be fixed on the resolution authorizing such assessment.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by a duly authorized representative of the Association setting forth whether the assessments on a specified lot have

been paid. A reasonable charge may be made by the Association for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 7. Effect of Nonpayment of Dues and Assessments; The Personal Obligations Owners; the Lien; Remedies of Parties.** If the dues and/or assessments are not paid on the date due, then such dues and/or assessment shall become delinquent and shall, together with such interest thereon, which shall not exceed ten (10) percent per year until paid, and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such dues and/or assessment, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquent date, the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the cost of the action. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of reserved or common areas nor abandonment of his lot.

Section 8. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon a property subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a Decree of Foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 9. Exempt Property. The following property shall be exempted from the dues, assessments, charges and liens created herein:

(a) All properties to the extent of any easement or interest otherwise retained by the Association, its heirs, successors, and assigns;

(b) All properties owned by Loma Linda Estates until such time as any lot is improved by the completed construction and sale or rental of a residential unit, at which time said individual lot shall be subject to the dues and assessments as herein provided;

(c) All lots in Loma Linda South, and all multiple dwelling units which are not serviced by and hooked up to a sewer shall be exempt from any portion of an assessment attributable to sewer costs;

(d) All reserved areas as defined in Article III hereof;

(e) Any lot upon which a residence is being actively constructed, or upon which a speculative home has been constructed and title has not passed to the first purchaser and the house is not occupied;

(f) All multiple dwelling units owned by Loma Linda Estates, provided that in the event that said units are hooked up to the Sewer System referred to in Article XI hereof, and the total number of hookups exceeds 500, such units shall pay a sewer fee, and if applicable, an assessment, for each occupied residence at a rate equal to one-half the residential dwelling unit rate, and;

(g) Any unimproved lot held by a bona fide charitable organization.

## ARTICLE XI

### OPERATION AND USE OF SEWER SYSTEM

Section 1. Powers and Duties of Association. The Association, its successors and assigns and licensees, shall have the following rights, powers and duties in regard to the sewer system:

(i) The Association shall maintain, operate, repair, improve, and regulate the use of the sewer system. In connection with such maintenance, operation, repair, improvement and regulation of the sewer system, the Association and its agents shall comply with all requirements and duties imposed by the Missouri Clean Water Law, Chapter 204, RSMo, and the Missouri Department of Natural Resources and all standards, rules and regulations adopted pursuant thereto and permits and orders issued thereunder, and with all other provisions of law, federal state and local, as such may exist from time to time. In the event that any such standards, rules, regulations and provisions of law are more stringent than the requirements of these

covenants, these covenants shall be deemed amended to require compliance with the aforesaid standards, rules regulations and provisions of law.

(ii) The Association shall provide to all Property Owners in a Loma Linda developed Subdivision the right and advantage of connection with said sewer system for the collection, treatment and disposal of sewage waste, subject, however, to the conditions hereinafter provided, including execution of the Sewer Hook-Up Agreement, and subject to such rules and regulations as may be hereinafter prescribed by the Association, said rules and regulations to be uniform in application to all lot or tract owners. Developers of new residential areas and builders of new residences in Loma Linda North or South shall be responsible for sewer installation or extension if the applicable State Law or other ordinance does not permit installation of septic tanks on the lots or areas being developed.

(iii) The Association is empowered to transfer and convey to any public authority, municipal corporation, or private corporation certified by the Public Service' Commission or Missouri Department of Natural Resources or their successors as may be provided by law from time to time, said sewer system, either with or without money consideration therefor, if any public authority, municipal corporation, or private corporation certified by the Public Service Commission of Missouri becomes capable of accepting such conveyance and is willing thereafter to perform all functions relating to the maintenance, operation, repair, improvement, and regulation of said facilities. Any consideration received by the Association as compensation for conveyance of the sewer system, may, at the option of the Association be refunded by the Association on a prorated basis to the then lot owners or tract owners who have previously hooked up

to the sewer system, of record in proportion to the ownership of such lot or lots. Such conveyance shall be voluntary on the part of the Association.

(iv) The Association is empowered to contract with any other person, firm, or governmental or non-governmental entity for the purpose of providing management and maintenance of all or any part of the sewage treatment system, subject to the initial approval of the Missouri Clean Water Commission or Missouri Department of Natural Resources or their successors, and provided that the cost of any such contract shall be paid by the Association in the same manner as all other costs and expenses incurred the Association pursuant to this Agreement.

(v) The Board of Directors shall adopt, prescribe and enforce reasonable, rules and regulations with respect to the use of the sewer system. Said rules and regulations shall not conflict with the Missouri Clean Water Law and Regulations promulgated pursuant thereto. Any additional sewage facility construction shall be made in accordance with the rules and regulations of the Missouri Clean Water Commission or of the Missouri Department of Natural Resources of their successors as may be provided by law from time to time.

(vi) The Board of Directors shall be authorized from time to time to employ such agents, servants and employees as they may determine necessary, and may employ counsel to prosecute or defend suits or actions for or against them concerning the said sewer system and the operation thereof.

Section 2. Central Sewer System. The following restrictions apply to any property owner who is hooked up to or intends to hook up to the sewer system:

a. Each owner, at the time he constructs a dwelling upon his lot, shall also install and thereafter properly maintain a single family aerated wastewater treatment unit of at least 500 gallon capacity which possesses the National Sanitation Foundation Seal of Acceptance, and shall connect the unit to the central wastewater collection line serving the lot, in accordance with the specifications in the Engineering Report submitted to the Missouri Department of Natural Resources by Allgeier, Martin & Associates, Inc., and approved by the Department of Natural Resources. No septic tank, tile field, cesspool or outhouse shall be used as a means of wastewater treatment or disposal. For those lots upon which townhouses, or multifamily units are built, the owner shall install prior to occupancy of said residential unit, an aerated wastewater treatment unit of at Least 500 gallons capacity which possesses The National Sanitation Foundation Seal of Acceptance, to serve a maximum of two residential units and to be connected to the central wastewater collection line serving the lot.

b. Each single family aerated wastewater treatment unit shall be inspected, maintained and repaired by the Association. The reasonable costs of maintenance and repair of the unit, or replacement of the unit, shall be charged by the Association to the lot owner, who shall be obligated to reimburse the Association for such costs within thirty days of receipt of a bill from the Association. If the bill is not paid when due the Association, through the Board of Directors, shall make a special assessment against the lot for the cost of such maintenance repairs or replacement, which shall be enforced and collected as in the case of other special assessments herein, except that notice of the assessment shall be given only to the lot owner

affected. The Association shall have the right to charge each property owner hooked up to the sewer system, a reasonable monthly charge.

c. The Association, its employees, agents and representatives, shall have the right to enter upon each lot at all reasonable times for the purpose of inspection, maintenance and repair of any aerated wastewater treatment unit. The lot owner shall immediately notify the Association of any breakdown or operational problems with his unit.

Section 3. Septic Tanks on Certain Lots. The following restriction applies to all lots where Federal, State or local statutes, regulations and ordinances permit the use of septic tanks: Each owner, at the time he constructs a dwelling on his lot shall also install a septic tank which complies with all Federal, State or local statutes, regulations and ordinances pertaining to septic tanks. The Association shall require verification from the property owner that each property is in compliance with said statutes regulations and ordinances.

Section 4. Provisions Applicable to All Lots. The following restrictions shall be applicable to all lots:

a. No chemicals or chemical solutions of any type or description, oil, gasoline, grease or other objectionable material shall be put into the sewer system under any conditions.

b. The written approval of the Missouri Department of Natural Resources or Missouri Clean Water Commission or its successor agency shall be obtained prior to any changes in these Amended Covenants and Restrictions which

may affect the method of wastewater disposal, lot size, number of dwellings per lot or method of making assessments for sewer purposes.

c. The Missouri Department of Natural Resources, or Missouri Clean Water Commission or its successor agency may enforce these Covenants and Restrictions by an appropriate suit at law or in equity.

d. The right to enter any lot or tract at any reasonable time, for the purpose of inspecting for possible violation of this Declaration or of the Missouri Clean Water Law and Regulations, is granted to the Association and their authorized representatives, and to the representatives of the Missouri Clean Water Commission, or the Missouri Department of Natural Resources or their successors as may be provided by law from time to time; and the right to enter any lot or tract at specified times may also be granted by the Association to the representatives of any firm, person, corporation, municipality or public agency contracting with the Association to provide operation, maintenance, repair, improvement or monitoring service for the system.

e. All single family wastewater treatment facilities and all dispersal lines and outfall points appurtenant thereto shall be located at least twenty-five feet away from the nearest property line. The effluent from the wastewater treatment facility shall be contained on the lot and handled in such a manner that there shall be no violation of the Missouri Clean Water Law and Regulations.

f. If a lot owner desires to make a connection to the central wastewater connection line and treatment system, he shall do so only in accordance with and subject to the applicable provisions of these covenants. Prior to such connection, the owner shall execute a sewer hookup agreement with the Association.

## ARTICLE XII

### ROADS

Section 1. Loma Linda North. Roads in Loma Linda North shall be maintained according to standards set out in Section 4 below.

Section 2. Loma Linda South. Roads in Loma Linda South shall be constructed by Loma Linda Estates, at such times and to such standards as it deems necessary to allow proper development and improvements of lots and facilities located in Loma Linda South.

a. Loma Linda South will be developed by Loma Linda Estates, in close clusters or small regional areas of not more than 40 homes in order to reduce the amount of roads to be maintained. When more than fifty percent (50%) of the residences potentially eligible for sale in a cluster have been sold or occupied for residential purposes, the roads in said cluster will be turned over to the Association for maintenance. Thereafter, the Association will maintain the roads according to the same standards as those set out in Section 4 below.

b. Upon tender of the roads in Loma Linda South to the Association for maintenance, the Association shall accept the roads for maintenance purposes. In the event of a dispute as to the amount of base rock needed in the paving of any particular stretch of road, the Association and Loma Linda Estates, will agree to accept the recommendations of a competent, independent engineer who will be retained at the expense of Loma Linda Estates, Inc.

**Section 3. Regulations.**

- a. **Speed limits may be set by the Association in Loma Linda North and in those areas of Loma Linda South where the Association has accepted maintenance of the roads.**
- b. **No golf carts may be operated anywhere in the subdivision by children under the age of 16 unless accompanied by an adult, 21 years of age or older. All golf carts shall be registered with the pro shop of Loma Linda Country Club or its successor.**
- c. **No unlicensed driver shall be permitted to operate any vehicle on any road in Loma Linda North or South. With the exception of golf carts, no unlicensed vehicle or vehicle designed primarily for off the road use shall be permitted on the roads in Loma Linda.**
- d. **The Association may from time to time impose such other regulations on use of roads it maintains as it deems necessary for the safety and protection of persons residing in Loma Linda Subdivision or anyone pursuing the use of a facility, amenity or activity owned or maintained by Loma Linda Estates, provided that no such regulation may be enacted which will unreasonably interfere with the economic development of properties in Loma Linda South or use of properties owned or maintained by Loma Linda Estates, Inc.**

**Section 4. Maintenance.**

- a. Upon the commencement of development of a cluster in Loma Linda South, roads approaching and within the cluster will be marked out and bladed by Loma Linda Estates, Inc.
- b. All roads which are under the maintenance of the Association must have, as a minimum quality standard, a chip and seal surface where such roads pass existing residences.
- c. All roads which are under the maintenance of the Association and which are being used as regular access to three or more residences must have, as a minimum quality standard, an asphalt surface.
- d. All roads which are under the maintenance of the Association must be cleared of snow as reasonably possible after a snow storm and must be treated with sand, cinders, salt or similar material to promote traction as reasonably possible after an ice storm.
- e. All roads which are under the maintenance of the Association must be mowed a distance of ten feet on either side thereof so as not to exceed a height of 12 inches.
- f. All roads which are under the maintenance of the Association shall be maintained in such condition as to avoid the deterioration of the surface. All potholes, stripping, crumbling or similar areas of surface deterioration shall be corrected immediately.

ARTICLE XIII

LOMA LINDA VILLAS

Section 1. Villa Property. The following described property:

ALL OF LOTS 1 - 30 A RE-PLAT OF LOTS 1, 2, 3, 4, 5 & 6 IN BLOCK 1 OF LOMA LINDA ESTATES NORTH AS RECORDED IN BOOK 3 PAGE 127 IN THE NEWTON COUNTY COURTHOUSE, NEOSHO, MISSOURI, EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

PART OF LOT 3 BLOCK 1 IN LOMA LINDA ESTATES NORTH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE SOUTHWEST CORNER OF LOT 3 BLOCK 1 IN LOMA LINDA ESTATES NORTH;

THENCE NORTH  $41^{\circ} 00'$  WEST 55-00 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF RAIN TREE STREET TO A FOUND IRON PIN;

THENCE 101.22 FEET ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT WITH A RADIUS OF 376.19 FEET TO A 5/8 INCH IRON PIN SET AT THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID RIGHT-OF-WAY 173-66 FEET ON A CURVE TO THE RIGHT WITH A RADIUS OF 376.19 FEET A CENTRAL ANGLE OF  $26^{\circ} 26' 59''$  AND A LONG CHORD DISTANCE OF 167.56 FEET ON A BEARING OF NORTH  $13^{\circ} 03' 07''$  WEST TO A FOUND IRON PIN;

THENCE NORTH  $66^{\circ} 56' 33''$  EAST, 125.00 FEET TO A SET 5/8 INCH IRON PIN;

THENCE SOUTH  $13^{\circ} 08' 03''$  EAST, 168.99 FEET TO A SET 5/8 INCH IRON PIN;

THENCE SOUTH  $67^{\circ} 36' 40''$  WEST, 125.00 FEET TO THE POINT OF BEGINNING, CONTAINING 050 ACRES MORE OR LESS.

shall be designated for development as Resort or Commercial Residential  
Condominium construction.

Section 2. Reserved Property. Lots 1 and 30 are permanently reserved for use as an entry area to the subdivision and the Association agrees to maintain the same in an attractive, landscaped condition. No structures of any kind will be constructed on said lots. No buildings shall be constructed on the area designated in the above described plat as the Williams Pipeline easement.

Section 3. Villa Construction.

- a. Loma Linda Estates, will not construct more than eight (8), eight (8) unit two story buildings in that part of the plat designated for two story buildings.
- b. Additional one story buildings may be constructed in those areas of the plat available for additional construction.
- c. New construction of single or two story buildings shall be of an architectural design similar to and compatible with the currently existing structures.
- d. The access to Loma Linda Subdivision from the Villas shall be via Route 5.

ARTICLE XIV

LOMA LINDA SOUTH

Section 1. Control. Loma Linda Estates, shall maintain control over the future development of Loma Linda South. This includes the right to replat any portion thereof and to permit commercial and retail development therein, provided however that no replat or development shall allow the following:

- a. Facilities for trailers, mobile homes or recreational vehicles;
- b. Any industrial plant or factory;
- c. Any commercial farm;
- d. Single family detached homes of less than 1,640 square feet.
- e. Multiple family dwelling units with individual dwelling units of less than 1,200 square feet.

## ARTICLE XV

### GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these covenants or 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, and against the land to enforce any lien created by these covenants. Any such action may be initiated by Loma Linda Estates, by Loma Linda Property Owners Association, or by any Owner. Failure by Loma Linda Estates, Loma Linda Property Owners Association, 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 other provisions which shall remain in full force and effect.

Section 3. Duration; Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Loma Linda Estates, Loma Linda Property Owners Association, or the Owner Of any lot subject to this Declaration, their respective legal representatives,

heirs, successors and assigns. These Amended Covenants and restrictions shall remain in effect for a term of fifty years from the date they are recorded, after which time said covenants shall be automatically extended for successive periods of ten years. The covenants and restrictions of this Declaration may be amended if approved by an affirmative vote of two-thirds of the lot holders of the lots in Loma Linda South and North present at a meeting called specifically for the purpose of amending these covenants and for which ten (10) days notice has been given to all lot holders, which notice shall include the text of the proposed amendments, provided that the provisions of Article VII, section 2, may not be amended without the written consent of Loma Linda Development Co., Inc. or its successor. There shall be assigned one vote to each lot recorded in said plats. If a person or entity owns more than one lot, he, she or it shall be entitled to one vote for each lot. If a lot is owned by more than one person or entity, all such persons or entities together shall be entitled to one vote for said lot. Provided however, no amendment shall be enacted which shall in any way affect the property rights or obligations of lots owned by Loma Linda Estates, without the expressed written consent thereof. Any amendment must be properly recorded.

Section 4. Effect of Amended Covenants. These amended covenants are intended to supersede all prior covenants affecting the properties described herein. To the extent that any prior covenants are inconsistent herewith they are repealed. To the maximum extent allowed by law, no governmental entity shall be permitted to enact any regulations or restrictions which will vary the terms of these covenants insofar as they pertain to the uses to which the owners of property in Loma Linda Subdivision may make of their land.



IN THE RECORDER'S OFFICE

8542

STATE OF MISSOURI )  
 ) ss.  
COUNTY OF NEWTON )

STATE OF MISSOURI }  
COUNTY OF NEWTON } ss

IN THE RECORDER'S OFFICE

I, Helen L. Swem, Circuit Clerk & Ex-Officio Recorder, within and for the county aforesaid, do certify that the instrument of writing hereto attached, with the certificate thereon was filed for record in my office on the 23<sup>rd</sup> day of Sept 19 96 at 9 o'clock and 00 minutes A.M., and that the same is duly recorded in said office, in Book 345 at Page 8416. In Witness Whereof, I have hereunto set my hand and affixed the seal of said office. Done at office in Neosho, Mo., this 24<sup>th</sup> day of Sept, 19 96.

HELEN L. SWEM, Circuit Clerk & Ex-Officio Recorder  
Henry M. Adkins & Son, Clinton, Mo.

By Rain Johnson Deputy

RECORDED  
COMPARED INDEXED

ROBERTS, FLEISCHAKER, WILLIAMS,  
WILSON & POWELL

418 Wall Street  
P.O. Box 996  
Joplin, Missouri 64802

129.00

**DECLARATION OF AMENDMENT TO AMENDED COVENANTS AND  
RESTRICTIONS OF LOMA LINDA SUBDIVISION**

9 WHEREAS, Loma Linda Estates, Inc., a Missouri Corporation, approved Amended Covenants and Restrictions and Loma Linda Property Owners Association, a Missouri Nonprofit Corporation, approved at its annual meeting, held on September 9, 1995, the same Amended Covenants and Restrictions. (Hereafter referred to as "Amended Covenants".) The Amended Covenants were recorded in the Office of the Recorder of Deeds for Newton County, Missouri on the 23<sup>rd</sup> day of September 1996 in book 345, at page 8416.

WHEREAS, the Amended Covenants were amended at a meeting of the Loma Linda Property Owners Association called specifically for the purpose of amending the Amended Covenants, with ten (10) days advance notice having been given to all lot owners. Said notice included the text of the proposed Amendments. All in compliance with Article XV, Section 3 of the Amended Covenants.

WHEREAS, the Proposed Amendments to the Amended Covenants were approved at the special meeting by more than two-thirds (2/3) of the lot owners of the lots in Loma Linda South and Loma Linda North present at said meeting.

WHEREAS, the Proposed Amendments to the Amended Covenants could be construed as affecting the property rights or obligations of Loma Linda Estates, Inc. Therefore the approval of Loma Linda Estates, Inc. was obtained.

WHEREFORE, ARTICLE IX, Section 4, paragraph d, is amended as follows:

1. The last sentence of said paragraph, which reads as follows, "Horses may be kept on Lots of five (5) acres or more." Is stricken.

2. In the place of the sentence which is stricken the following is inserted:

"Horses may be kept on Lots of 3 (three) acres or more located in Block 10, Lots 1 through 27, inclusive, 29 through 37, inclusive, 42 through 46, inclusive, 48 and 49, and Block 11, Lots 1 through 18 inclusive.

All other Articles, Sections and Paragraphs of the Amended Covenants are republished, incorporated by reference and made applicable to Loma Linda Estates South and North, according to the official recorded plats thereof, as if the same were set forth herein verbatim.

In witness whereof, the undersigned has hereunto set its hand and seal this ✓<sup>th</sup> day, of March, 1999.

Loma Linda Estates

Joseph Blau  
By: President

Attested: Melanie Blizzard  
Secretary

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF McDonald )

On this 5<sup>th</sup> day of March, 1999 before me personally appeared Joseph Blau, to me known, who being by me duly sworn, did say that he is President of Loma Linda Estates, Inc., and that the seal affixed to the foregoing instrument is seal of such Corporation, and that said instrument was signed and sealed on behalf on said Corporation, by authority of its Board of Directors, and that said Loma Linda Estates acknowledge that the instrument was to be the free act and deed of the Corporation. du.

