

Cinnamon Square Property Owners Association



Restrictions & Covenants

Articles of Incorporation

By-Laws

This edition of the Cinnamon Square Property Owners Association (CSPOA) Handbook of Rules and Regulations includes:

1. Declaration of Restrictions, Covenants, and Conditions – a combined version for Cinnamon Square, Cinnamon on the Hill, and the Townhouses of Cinnamon Square incorporating all prior amendments, including the most recent, extensive amendments of March, 2008.
2. Amended Articles of Incorporation of CSPOA
3. Amended Bylaws of CSPOA

The latter two components were not amended in the March, 2008 process and may contain minor language variations from the Declaration. In such event, the Declaration will be the governing document.

The original Amended Declaration of Restrictions, Covenants, and Conditions, Amended Articles of Incorporation, and Amended Bylaws, including all subsequent amendments are maintained in the Greene County Recorder's Office.

CSPOA Board of Directors

January, 2009

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PART I

AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF CINNAMON SQUARE AND CINNAMON ON THE HILL

AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF CINNAMON SQUARE AND CINNAMON ON THE HILL

This Amended Declaration of Restrictions, Covenants and Conditions for Cinnamon Square made, on the date hereinafter set forth by DORAN-TURNER, INC., a Missouri Corporation, hereinafter called "Developer,"

W I T N E S S E T H:

WHEREAS, on May 5, 1975, Developer was the owner of record of the following-described real property:

The South One-Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-Seven (27), Township Twenty-nine North (29N), Range Twenty-one West (21W), in the City of Springfield, Greene County, Missouri, and

WHEREAS, the above-described real property was platted as Cinnamon Square and was to be, and is in the process of being developed in accordance with Springfield Ordinance No. 16454, ordained by this Council of the City of Springfield on September 17, 1973, as Community Unit No. 22, and

WHEREAS, Developer desired, and still desires to provide for the development of Cinnamon Square with open areas, recreational facilities, detached single-family homes, attached townhouses and multi-family units as a coordinated community unit, to provide for the maintenance, improvement and administration of the community and the preservation of the values and amenities of Cinnamon Square, and

WHEREAS, on the 5th day of May, 1975, Developer executed the original "Declaration of Restrictions, Covenants and Conditions for Cinnamon Square," which Declaration declared that the above-described real property platted as Cinnamon Square, including Reserve Tracts A and B, and any additions thereto, should be subject to the restrictions, covenants, conditions, easements and charges as set forth in said Declaration, which Declaration was duly recorded in the Office of the Recorder of Deeds, Greene County, Missouri, on the 6th day of May, 1975, in Book 1608, at Page 1673, and

WHEREAS, on the 20th day of May, 1978, Cinnamon Square Property Owners Association, Inc. was duly incorporated under the laws of the State of Missouri as a not-for-profit corporation, for the general purposes of managing the Cinnamon Square Community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments as provided for in the original "Declaration of Restrictions, Covenants and Conditions for Cinnamon Square," and

WHEREAS, Developer is the owner of record of Reserve Tracts A and B, mentioned above, and

WHEREAS, Developer desires to develop and construct attached townhouses upon Reserve Tract A, said Reserve Tract A being more specifically described as follows:

A parcel of land located in the South Half of the Northwest quarter of Section 27, Township-29-North, Range-21-West, said parcel also being a Replat of part of Reserve Area "A" of the Plat of Cinnamon Square, being more particularly described as follows:

Beginning at the Southeast corner of the Northwest Quarter of Section 27, Township-29-North, Range-

21-West; thence N 2° -01'-18"E, 1216.85 feet along the East line of said Northwest Quarter Section 27; thence N 87° -37'-50"W, 1288.37 feet to the point of intersection of the West Right-of-Way line extended of Greentree Avenue and the South Right-of-Way line extended of Catalpa Street; thence S-2° -22'-10"W, 15.0 feet for a new point of beginning; thence continuing S-2° -22'-10"W along the platted West Right-of-Way line of Greentree Avenue, a distance of 209.56 feet to the beginning of a curve to the left being tangent to the last described course and having a radius of 601.62 feet, and a central angle of 18° -42'-16"; thence along said curve 196.40 feet, to the most Northerly Corner of Lot 31 of the Plat of Cinnamon Square; thence N -54° -01'-01'-07"W, a distance of 315.87 feet; thence N 81° -07'-50"W a distance of 200.00 feet; thence N-2° -22'-10"E, a distance of 220 feet to a point on the platted south Right-of-Way Line of Catalpa Street; thence S-87° -37'-50"E along last said South Right-of-Way Line a distance of 415 feet to the beginning of a curve to the right being tangent to the last described course and having a radius of 15.00 feet and a central angle of 90° -00'-00"; thence along said curve 23.56 feet to the new point of beginning. All being in Springfield, Greene County, Missouri, and containing 2.79 acres, more or less, and

WHEREAS, Developer desires to amend the original "Declaration of Restrictions, Covenants and Conditions for Cinnamon Square," in accordance with Article XI thereof, which provides, in part, that the original Declaration "may be amended in whole or in part at any time within five (5) years from the date of recording same by an instrument in writing executed by Developer, its successors or assigns," and

WHEREAS, five (5) years have not elapsed since the recordation of the original Declaration,

NOW, THEREFORE, Developer hereby amends the original "Declaration of Restrictions, Covenants and Conditions for Cinnamon Square" by revocation of the same in its entirety and in lieu thereof declares that the real property, platted as Cinnamon Square, including Reserve Tracts A and B, and any additions thereto which may be made in accordance herewith, shall be subject to the restrictions, covenants and conditions, easements and charges, hereinafter set forth, which shall run with the land and be binding on all present and future owners, and shall inure to the benefit of each owner of the land included in Cinnamon Square.

This Supplementary Declaration of Restrictions, Covenants and Conditions of CINNAMON ON THE HILL, made, on the date hereinafter set forth, by DORAN-TURNER, INC., a Missouri Corporation, hereinafter called, "Developer,"

WITNESSETH:

WHEREAS, Developer is the owner of record of the following-described real property:

Commencing at the Northwest corner of the Northwest ¼, of the Southeast ¼, of Section 27, Township - 29-N, Range - 21-W, thence S 0° 49' 39" W along the West line of said Northwest ¼, of the Southeast ¼, 1013.52 feet for a point of beginning; thence S 87° 50' 08" E 290.86 feet; thence N 3° 32' 41" E 125.63 feet; thence on a curve to the left, having a radius of 275.00 feet, a chord bearing of N 87° 03' 16" W an arc distance of 5.74 feet; thence N 2° 20' 52" E 162.43 feet; thence S 87° 39' 08" E 89.99 feet; thence S 72° 46' 36" E 170.12 feet; thence S 42° 37' 58" E 352.72 feet; thence S 86° 40' 05" E 343.17 feet; thence S 0° 34' 07" W 29.30 feet; thence S 89° 32' 54" E 185.18 feet to the East line of said Northwest ¼, of the Southeast ¼; thence S 0° 37' 28" W along the East line of said Northwest ¼, of the Southeast ¼ 294.92 feet to the Southeast corner of said Northwest ¼, of the Southeast ¼; thence N 87° 18' 51" W along the South line of said Northwest ¼ of the Southeast ¼ 40.00 feet, thence N 0° 37' 28" E 7.00 feet; thence N 87° 18' 51" W 261.14 feet; thence N 88° 39' 02" W 299.95 to the South line of said Northwest ¼, of the Southeast ¼; thence N 87° 18' 51" W along the South line of said Northwest ¼ of the Southeast ¼ 719.73 feet to the Southwest corner of said Northwest ¼ of the Southeast ¼; thence N 0° 49' 39" E along the West line of said Northwest ¼ of the Southeast ¼ 320.29 feet to the point of beginning, all in Greene County, Missouri, and

WHEREAS, the above-described real property was platted as CINNAMON ON THE HILL in accordance with the Certificate of Approval by the Planning and Zoning Commission of Greene County, Missouri, dated August 16, 1984, all of which appears in Book HH, at Page 87, in the Recorder's Office of Greene County, Missouri, and

WHEREAS, the aforementioned CINNAMON ON THE HILL Subdivision is a section of Cinnamon Square, which was, and is in the process of being developed in accordance with Springfield Ordinance No. 16454, ordained by the Council of the City of Springfield on September 17, 1973, as Community Unit No. 22, and

WHEREAS, Developer desires to provide for the development of CINNAMON ON THE HILL as a section of Cinnamon Square, and

WHEREAS, pursuant to the authority vested in the Developer by Article III, Sections 1 and 2, of the Amended Declaration of Restrictions, Covenants and Conditions of Cinnamon Square, duly recorded on May 2, 1977, and as amended and duly recorded on May 11, 1977, and as amended and duly recorded on October 31, 1983, in the Office of the Recorder of Deeds of Greene County, Missouri, Developer hereby annexes the aforementioned and above-described CINNAMON ON THE HILL as additional land to and as a section of Cinnamon Square for single-family residential use, and hereby declares that said additional land, to-wit: CINNAMON ON THE HILL, shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to the Amended Declaration of Restrictions, Covenants and Conditions of Cinnamon Square, and any recorded amendments thereto, except as otherwise set forth in this Supplementary Declaration of Restrictions, Covenants and Conditions of CINNAMON ON THE HILL.

NOW, THEREFORE, Developer declares that the real property, platted as CINNAMON ON THE HILL, a section of Cinnamon Square, and any additions thereto which may be made in accordance herewith, shall be subject to the restrictions, covenants and conditions, easements and charges, hereinafter set forth, which shall run with the land and be binding on all present and future owners, and shall inure to the benefit of each owner of the land included in CINNAMON ON THE HILL, a section of Cinnamon Square.

ARTICLE I: DEFINITIONS

Section 1: “Association” shall mean and refer to CINNAMON SQUARE PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

Section 2: “Common Area” shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 3: “Developer” shall mean and refer to DORAN-TURNER, INC., a Missouri corporation, its successors and assigns, if such successors and assigns should acquire all of DORAN-TURNER, INC.’s interest in the property.

Section 4: “Declaration” shall mean the covenants, conditions and restrictions and all other provisions set forth in this entire Document, as the same may from time to time be amended, together with any and all Supplementary Declarations which may be recorded by Developer, as said Supplementary Declarations which may be recorded by Developer, as said Supplementary Declarations may be amended from time to time relating to all or part of CINNAMON SQUARE or CINNAMON ON THE HILL.

Section 5: “Property” or “Properties” shall mean and refer to that real property included in the plat of Cinnamon Square (including Reserve Tracts A and B) or Cinnamon on the Hill and any additional real property which shall be made subject to these covenants as provided herein.

Section 6: “Owner(s)” shall mean and refer to the record owner, whether one or more persons or entities, or a fee or undivided interest in any Lot. The foregoing does not include any persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Except as stated otherwise in this Declaration, the term “Owner” shall not include a lessee or tenant. For the purpose of ARTICLE VIII and IX, unless the context clearly requires otherwise, the term “Owner” shall include the family, invitees, licensees, and lessees of any Owner, together with any other person or parties holding any possessory interest granted by such Owner in any Lot. The term “Owner” shall not include a Builder.

Section 7: “Builder” shall mean any builder, contractor, investor or other person or entity who purchases a Lot in CINNAMON SQUARE or CINNAMON ON THE HILL for the purpose of resale thereof to a Public Purchaser; or for the purpose of constructing improvements thereon for resale to a Public Purchaser.

Section 8: “Single-Family Residence” shall refer to a structure containing one dwelling unit only and occupied by not more than one family.

Section 9: “Lot” shall mean any parcel of real property designated as a Lot on any recorded Subdivision Plat within CINNAMON SQUARE or CINNAMON ON THE HILL or any additions thereto, with the exception of the Common Area. “Lot,” with respect to residential townhouse, shall mean and refer to each individual dwelling unit contained within the building, together with any real property which may be owned in connection therewith.

Section 10: “Public Purchaser” shall mean the first person or other legal entity other than the Developer or a Builder who becomes an Owner of any Lot within CINNAMON SQUARE or CINNAMON ON THE HILL.

Section 11: “Subdivision Plat” shall mean a recorded plat covering any or all of the property referred to in this Declaration or annexed thereto.

Section 12: “Visible From Neighboring Property” shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

Section 13: “Board” shall refer to the Board of Directors of the Association.

Section 14: “Corner Lot” shall mean any lot which abuts other than at its rear line upon more than one street or common area.

Section 15: “Occupied” shall mean:

- (a) for living units constructed for sale by individual unit, the actual physical occupancy of such unit shall not be material.

Section 16: “Residential Townhouse” shall mean and refer to those structures containing two or more dwelling units separated by party walls, together with any real property which may be owned in connection therewith.

Section 17: “Rules” shall mean and refer to those rules and regulations as passed and promulgated by the Association, or the Board acting on behalf thereof, under the authority granted by this Declaration, any Supplementary Declarations, Articles of Incorporation or By-Laws.

ARTICLE II: PROPERTY RIGHTS

Section 1: Owner’s Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every 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; the right of the Association to limit the number of guests of Members; the right of the Association to limit the Common Areas which may be used by guest of Members; the right of the Association to impose conditions under which Common Areas may be used by Members and/or their guests;
- (b) the right of the Association to suspend an Owner’s voting rights and the right to use the recreational facilities for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of this Declaration, any Supplementary Declarations thereto, By-Laws of the Association or any Rules which may be imposed by the Association;
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any governmental agency, authority, or public or private 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 two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded; provided, however, that no such approval shall be necessary as to the Association’s right to grant easements for the construction and maintenance of facilities for utilities over, under or across the Common Areas or any

portion thereof;

- (d) the right of the Association to promulgate and enforce the rules and regulations in connection with the properties described herein or any additions thereto;
- (e) nothing in this article authorizes the Developer or the Association to restrict access to any common area to a particular class of members.

Section 2: Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of this Association, his right of enjoyment to the Common Area and facilities, to the members of his family, his tenants, or his guests or invitees.

ARTICLE III: PROPERTY SUBJECT TO THE CINNAMON SQUARE AND CINNAMON ON THE HILL RESTRICTIONS

Section 1: General Declaration Creating CINNAMON SQUARE and CINNAMON ON THE HILL. Developer will develop CINNAMON SQUARE and CINNAMON ON THE HILL in sections, by subdivision into various Lots and Tracts. As each section is developed, Developer may, with respect to particular property, record one or more Supplementary Declarations which may incorporate this Declaration therein by reference, and which may supplement or modify this Declaration with such additional covenants, conditions and restrictions as may be appropriate for that property. Thereafter, Developer intends to sell and convey to Builders and to Public Purchasers, Lots in the property so developed subject to both this Declaration and Supplementary Declarations, if any, for that Section. Developer hereby declares that all of the real property within CINNAMON SQUARE and CINNAMON ON THE HILL, and any additions thereto, is and shall be held, conveyed, encumbered, leased, occupied, built upon or otherwise used, improved or transferred in whole or in part, subject to this Declaration and any recorded Supplementary Declarations, as amended or modified from time to time. This Declaration and said Supplementary Declarations are declared and agreed to be in furtherance of a general plan for the subdivision, improvement and sale of said real property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of said real property and every part thereof. All of this Declaration shall run with all of said real property for all purposes and shall be binding upon and inure to the benefit of Developer, the Association, all Builders and all Owners and their successors in interest.

Section 2: Annexation. Additional land without the area heretofore described may be annexed by the Developer without the consent of members at any time within ten (10) years of the date of recording of this Declaration. Such annexed land may include but shall not necessarily be limited to, additional land for Single-Family Residential Use, Common Area, Multi-Family Residential Use, and Residential Townhouse Use. After the lapse of ten (10) years from the date of recording of this Declaration, annexation of additional land may be effected in accordance with the terms and conditions as set forth in the Articles of Incorporation of the Association.

Section 3: The rights created by this article are not intended in any way to supersede the requirements of the City of Springfield, Missouri, as to Community Unit No. 22 approval or subdivision approval, and the City of Springfield, Missouri, still maintains control of future development pursuant to its special permit approval of this development and said future development.

ARTICLE IV: THE CINNAMON SQUARE PROPERTY OWNERS ASSOCIATION

Section 1: Organization.

- (a) **The Association.** The Association is a nonprofit corporation organized and existing under the General Not For Profit Corporation Act of the State of Missouri, charged with the duties and invested with the powers prescribed by law and set forth in its Articles of Incorporation, By-Laws and this Declaration. Neither the Articles nor By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.
- (b) **Board of Directors and Officers.** The affairs of the Association shall be conducted by a Board of Directors, such committees as provided for in the Declaration and By-Laws as elected or appointed by the Directors, or elected by the Members of the Association, and such officers as the Directors may elect or appoint in accordance with the Articles and the By-Laws.

Section 2: Powers and Duties of the Association. The Association shall have such rights, powers and duties as set forth in the Articles and By-Laws.

Section 3: Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of the Declaration, adopt, amend, and repeal rules and regulations governing the use of any common area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that such Rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or By-Laws. A copy of such Rules as they may from time to time be adopted, amended or repealed, shall be made available to each Owner, at said Owner's request. Upon promulgation, said Rules shall have the same force and effect as if they were set forth in and were part of the Declaration.

Section 4: Personal Liability. No member of the Board of Directors or any Committee of the Association, or any officers of the Association shall be personally liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Association, the Board, or any other representative or employee of the Association, or the Architectural Committee, or any other Committee, or any officer of the Association, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1: Every Owner, either of a fee or undivided interest, of a Lot, which is subject to assessment by the Association, 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. Membership shall be appurtenance to and may not be separated from ownership of any Lot which is subject to assessment by the Association. A Builder shall have no vote in the affairs of the Association.

Section 2: The Association shall have two (2) classes of membership:

- Class A.** Class A Members shall be all of those owners of single-family residential Lots on which a house has been or could be constructed and occupied. Class A Members, when a class vote is required, shall vote as a class. Each Class A Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership, as provided for in Section 1 above. 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 (1) vote be cast with respect to any such Lot.

Class B. The Class B Members shall be all those owners, other than the Developer, of Residential Townhouse Structures. Class B Members, when a class vote is required, shall vote as a class and each Class B Member shall be entitled to one (1) vote for each dwelling unit owned. When more than one (1) person holds such interest in any such dwelling unit, all of such persons shall be members. The vote for such dwelling unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such dwelling unit.

ARTICLE VI: COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligations of Assessments. The Developer, for each Lot owned within CINNAMON SQUARE or CINNAMON ON THE HILL hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, 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 established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall, to the full extent permitted by law, 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 interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner 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, but, nevertheless, the lien above mentioned arising by reason of such assessment shall continue to be a charge and lien upon the land as above provided.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the general benefit, recreation, health, safety and welfare of the residents in CINNAMON SQUARE and CINNAMON ON THE HILL (including any additions thereto). Such purposes shall include, but shall not be limited to, and the Association's rights and powers shall include (in addition to the rights and powers set forth in this Declaration and in the Association's Articles of Incorporation and By-Laws) provision for the improvement, construction, repair, maintenance, care, upkeep and management of the Common Areas and the improvements and facilities thereon; and further, shall include the payment of any taxes and assessments, if any, which may be assessed and levied upon any property owned by the Association, together with all other costs and expenses related to the management and maintenance of the Common Areas. Nothing contained herein shall limit the Association's rights and powers granted in this Article or granted elsewhere in this Declaration and the Articles of Incorporation and By-Laws of the Association.

In addition, the assessments levied by the Association as to residential townhouse dwelling units, shall be used for the purpose of effecting exterior maintenance of dwelling units, to include painting, repair, replacement and care of roofs, gutters, down spouts, exterior building surfaces, walks, patios, fences, lawns and plantings. Such exterior maintenance shall not include glass or screen surfaces.

Section 3: Maximum Annual Assessment. The maximum annual assessment shall be as follows for each Class as designated:

- (a) CSPOA Annual Membership Assessment: The annual membership assessment for single-family and Townhouse owners shall be determined by CSPOA Board action.
- (b) Class B Annual Membership Assessment: The annual Townhouse membership assessment, which is in addition to the CSPOA Annual Membership Assessment, shall be determined by the Class B Townhouse Owners Committee.
- (c) The maximum annual assessment may be increased each year without a vote of the members not more than ten percent (10%) above the maximum assessment established for the previous year.
- (d) The maximum annual assessment may be increased any amount, without regard to the ten percent (10%) limitation, by vote of eighty percent (80%) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (e) No part of the Class B Membership annual assessment, levied as provided herein, shall be used to pay any Class B Member's insurance premium as provided for in Article XI, Section 10; provided, however, the assessment collection and enforcement provisions herein may be invoked with respect to the non-payment of an owner's insurance premium allocation.
- (f) The CSPOA Annual Membership Funds shall be deposited in a Dues Fund which shall be used by the Board of Directors of the Association for the purposes of maintaining, repairing, caring for, and managing the Common Areas available to the general membership (together with any improvements and facilities thereon). These Common Areas are located on those portions of Cinnamon on the Hill or Cinnamon Square which are external to the Common Areas of Cinnamon Square dedicated to residential Townhouse use. The Board of Directors shall be responsible for defining the Common Areas devoted to general membership and residential Townhouse use.
- (g) The remaining portion of the Class B Annual Membership Assessment shall be set aside and deposited in a separate fund [hereinafter referred to as "Class B Fund"] which shall be used by the appropriate Committee for the purpose of maintaining, improving, repairing, caring for and managing the Common Areas (together with any improvements and facilities thereon) which are, or may be, located on that portion of CINNAMON SQUARE devoted to residential townhouse use.

For the purpose of the establishment, management, allocation and distribution of the Class B Fund, a committee shall be established by the Board. The Class B Townhouse Owners Committee shall be comprised of all those members of the Board who are Class B Members. The Class B Townhouse Owners Committee shall have the authority to expend such amounts from the Class B Fund as said Committee shall deem reasonably necessary to maintain, improve, repair, care for and manage the aforementioned Common Areas. The By-Laws shall define the manner in which said expenditures are to be effected.

(1) Committee Members. The Class B Townhouse Owners Committee shall be comprised of two out of those members of the Board of Directors who are exclusively elected by Class B members, to be designated Ex-Officio Committee Members, and who shall be fully entitled to vote as Committee Members. Four additional Committee members shall be elected by Class B members at an annual meeting of the Class B members, in the same manner as provided for election of the Board of Directors in Article V, Section 1, of the By-Laws of Cinnamon Square

Property Owners Association, Inc., except that the Ex-Officio Committee Members shall act as the "Elections Committee." The number of Committee members may be amended by majority vote of Class B Townhouse Owners.

Term. The Class B Townhouse Owners Committee, excluding the Ex-officio committee members, shall serve a term of two consecutive years. The term may be amended by majority vote of Class B Townhouse Owners.

(2) Annual Meeting. The annual meeting shall be held on the first Monday of each October of each year. This date may be amended by majority vote of Class B Townhouse Owners.

Section 4: Special Assessment for Capital Improvements. In addition to the annual assessments authorized in Section 3 above, the Association may levy, in any assessment year, a special assessment applicable to that year and to such succeeding years as may be deemed reasonably necessary, 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 Eighty percent (80%) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

Provided, however, that the Cinnamon Square Townhouse Owners Association shall have the authority to call a meeting of the Class B members only; and, impose or increase a special assessment, applicable to the Class B members only, for those purposes designated herein without approval or assent of the other classes, or of the Cinnamon Square Association.

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 Sections 3 and 4 shall be sent to all Members not less than fifteen (15) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty-five percent (65%) of all the votes of each Class of Members shall constitute a quorum. If the required quorum is not present or represented at any meeting, the members entitled to vote then shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Provided, however that the Townhouse Owners Association, and the Townhouse Owners' authority to provide a special assessment as heretofore provided, under Article VI, Section 4, paragraph 2, quorum shall be Sixty-five percent (65%) of Class B members only.

Section 6: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots within each Class of Membership and may be collected on a monthly, quarterly, annual or other basis as the Board may determine.

Section 7: Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to all recorded Lots within Section One on the first day of the month following the conveyance of the Common Area to the Association. As to each succeeding Section, the annual assessments provided for herein shall commence as to all recorded Lots within such Section on the first day of the month following the conveyance of the first Lot in such Section to a Public Purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board 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 and Builder subject thereto at least thirty (30) days in advance of each annual assessment period. 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.

Section 8: Effect of Nonpayment of Assessments; Remedies of the Association. Each Owner and Builder shall be deemed to covenant and agree to pay to the Association the assessments provided for herein, and each agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs an attorney or attorneys for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or specific performance of the terms and conditions of this Declaration or for any other purpose in connection with the breach of this Declaration, each Owner, Builder and Member agrees to pay reasonable attorney's fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner, Builder or Member. In the event of a default in payment of any such assessment when due, the assessment shall be deemed delinquent, and shall bear interest at the rate of ten percent (10%) per annum, and in addition to any other remedies herein or by law provided, the Association may enforce each such obligation in any manner provided by law or in equity, or, without any limitation by the foregoing, by either or both of the following procedures.

- (a) Enforcement by Suit. The Board may cause a suit at law to be commenced and maintained in the name of the Association against any Builder, Owner, or Member to enforce each such assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of ten percent (10%) per annum from the date of delinquency, court costs, and reasonable attorney's fees in such amount as the Court may adjudge against the delinquent Builder, Owner, or Member.
- (b) Enforcement by Lien. There is, to the full extent permitted by law, hereby created a claim of lien, with power of sale, on each and every Lot within Cinnamon Square and Cinnamon on the Hill to secure payment to the Association of any and all assessments levied against any and all Owners of such Lots under these restrictions, together with interest thereon at the rate of ten percent (10%) per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith, including reasonable attorney's fees. At any time within ninety (90) days after the occurrence of any default in the payment of any such assessment, the Association, or any authorized representative, may but shall not be required to make a written demand for payment to the defaulting Owner, on behalf of the Association. Said demand shall state the date and the amount of the delinquency. Each default shall constitute a separate basis for a demand or claim of lien or a lien, but any number of defaults may be included within a single demand or claim or lien. If such delinquency is not paid within ten (10) days after delivery of such demand, or even without such a written demand being made, the Association may elect to file such a claim or lien on behalf of the Association against the Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:
 - (a) The name of the delinquent Owner;
 - (b) The legal description and street address of the Lot against which claim of lien is made;
 - (c) The total amount claimed to be due and owing for the amount of the delinquency,

interest thereon, collection costs, and reasonable attorney's fees;

(d) That the claim of lien is made by the Association pursuant to the Cinnamon Square and Cinnamon on the Hill Restrictions;

(e) That a lien is claimed against said Lot in an amount equal to the amount stated.

Upon (1) recordation of a duly executed original or copy of such a claim or lien, and (2) mailing a copy thereof to said Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Lot against which such Assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except only tax liens for real property taxes on any lot, assessment on any Lot in favor of any municipal or other governmental assessing unit, and the liens which are hereinafter specifically described in Section 9. Any such lien may be foreclosed by appropriate action in court or in the manner provided by law for the foreclosure of a trust deed, with a power of sale, as set forth by the laws of the State of Missouri, as the same may be changed or amended. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Lot Owners. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage, and convey any such Lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner in Cinnamon Square or Cinnamon on the Hill,

hereby

expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

Section 9: Subordination of the Lien to Mortgage. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceedings in lieu thereof, shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VII: ARCHITECTURAL CONTROL

Section 1: Review by Committee. No structure, whether residence, tennis court, swimming pool, fence, wall, lot drainage works, exterior area lighting or other improvements shall be constructed or maintained upon any Lot, and no alteration to the exterior of a structure including roofing and exterior paint color, shall be undertaken unless complete plans, specifications and plot plans thereof showing the exterior design, height, building material and color scheme thereof, the location of the structure on the Lot plotted horizontally and vertically, the location of driveways and fencing, shall have been submitted to and approved in writing by the Architectural Committee and a copy of such plans, specifications and plot plans as finally approved deposited with the Architectural Committee.

Section 2: Duties. The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the properties conform to and harmonize with the existing surroundings and structures. Homeowners are obligated to abide by and comply with any applicable city ordinances and regulations.

Section 3: Procedures.

- (a) The Architectural Committee shall approve or disapprove all plans and requests within thirty (30) days after receipt by the Committee. In the event the Architectural Committee fails to take any action within thirty (30) days after a request has been submitted, approval shall be presumed and this Article shall be deemed to have been fully complied with. In the event that the Architectural Committee is unable to make a prompt decision, the Committee shall notify the CSPOA Board so that the Board may make the decision on behalf of the Committee before the 30-day time period has expired.
- (b) The Architectural Committee shall maintain written records of all applications submitted to it and of all actions taken. Plans and specifications shall be retained by the Committee for at least one (1) year and other records and minutes of Committee actions shall be kept for at least four (4) years.
- (c) A majority vote of the Architectural Committee shall be necessary for approval of any request.
- (d) The Architectural Committee shall provide a written report to the CSPOA Board every thirty (30) days and/or on request of items reviewed and approved or disapproved by this Committee.

Section 4: Members.

- (a) The Architectural Committees shall consist of three (3) members each for the Hill and the Square appointed by the CSPOA Board for Class A members and by the Townhouse Owners Committee for Class B members.
- (b) Any vacancy occurring on the Architectural Committee shall be filled by the Board.

Section 5: Liability of Committee. The Architectural Committee shall not be liable in damages to any person submitting a request for approval, or to any Owner or Builder by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove any such request.

ARTICLE VIII: USE AND BUILDING RESTRICTIONS APPLICABLE TO SINGLE-FAMILY RESIDENTIAL LOTS

Section 1: The following restrictions are imposed as a common scheme upon each single-family residential Lot, or other designated parcel of real property which may be added from time to time, for the benefit of each and every Lot and the Common Areas:

Section 2: Single-family Residential Use: Except as provided in Article IX, all lots shall be used, improved, and devoted to Single-family Residential use, and no gainful occupation, profession, trade, or other non-residential use shall be conducted on any lot except as provided in subsection (a) as noted below:

- (a) Small home based business meeting all of the following restrictions:
 - (1) no signage indicating a business location
 - (2) no excessive parking, foot, or auto traffic
 - (3) no excessive delivery and/or pickup of shipped items
 - (4) no storage of excess quantities of business-related items
 - (5) no frequent complaints by immediate neighbors

(6) no business activities taking place outside the residence

The Board of Directors shall be the sole determiner of compliance with the restrictions set forth above. Nothing herein shall be deemed to prevent the leasing of any such lot to a single family from time to time by the Owner thereof, subject to all of the provisions of the Declaration. No structure whatsoever shall be erected, placed, or permitted to remain on any lot except:

- (b) one detached single-family residence
- (c) an attached garage for two to four cars
- (d) any appurtenant structures approved by the Architectural Committee, including for example, exterior decks, hot tubs, and gazebos
- (e) one detached utility building of not more than 100 square feet, approved by the Architectural Committee and properly maintained is permitted in Cinnamon Square. No utility building is permitted in Cinnamon on the Hill unless approved by the Board of Directors as an exception to the Declaration of Restrictions. Any existing (as of January 1, 2008) utility buildings, whether located in Cinnamon Square or Cinnamon on the Hill, will be permitted to remain if properly maintained and in harmony with the neighborhood environment.

Section 3: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets, shall be maintained on any property within Cinnamon Square or Cinnamon on the Hill, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure or pen for the care, housing or confinement of any animal shall be constructed or maintained. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the Properties and walking of pets shall be allowed only on such portions of the Properties as the Board may prescribe by its rules and regulations. Residents may have a reasonable number of dogs and cats, but not to exceed the number set by city ordinance. Breeding and/or selling of animals from residences as an ongoing business activity are not allowed. Animal Control may be called in the event that any pet becomes a nuisance.

Section 4: Antennas. No antenna or other device for the transmission or reception of electronic signals, except TV signals shall be erected, used or maintained outdoors on any Lot, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. TV antennas shall be erected so as to be inconspicuous as possible and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition. Satellite dish antennas of up to 1 meter (39 inches) in diameter may be installed with the approval of the Architectural Committee. Preferred locations are on roofs, in back yards, or in side yards.

Section 5: Improvements and Alterations. No driveway, fence, wall, residence or other structure shall be commenced, erected, improved, or structurally altered, without the prior written approval of the Architectural Committee.

Section 6: Temporary Occupancy. No trailer, basement of any incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within Cinnamon Square. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction. PROVIDED, HOWEVER, that the Developer shall have the continuing right to maintain a field sales office and administrative offices in mobile trailers for so long as Developer shall deem it necessary on any Lot of Cinnamon Square or Cinnamon on the Hill (including any additions thereto), and no Builder or Owner shall have standing to object to the maintenance or location of such office.

Section 7: Trailers and Motor Vehicles. No mobile or motor home, trailer of any kind (except those owned by Developer and used as field sales or administrative offices), truck (larger than 3/4 ton), camper, boat, or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired nor shall any motor vehicle be constructed, reconstructed, or repaired, upon any property or street (public or private) within Cinnamon Square or Cinnamon on the Hill, or any additions thereto, in such a manner as will be visible from Neighboring Property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Developer's Sales Office and Administrative Offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with the construction of any improvement approved by the Architectural Committee; and, provided, moreover, that the provisions of this paragraph shall not apply with respect to any motor home or camper occupied by any guest or guests of any Member for a period not to exceed one (1) week in duration, provided, moreover, that six (6) months shall lapse subsequent to such week of occupancy before another one (1) week period shall become available to said guest or guests aforementioned.

Section 8: Motor Vehicles -- Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Properties, such determination shall be conclusive and final that the operation of such motor vehicle is a nuisance and said operation, upon notice by the Board to the owner or operator thereof, shall be prohibited within the Properties.

Section 9: Maintenance of Lawns and Plantings.

- (a) By Owner. Each Owner of a Lot within Cinnamon Square or Cinnamon on the Hill shall keep all shrubs, trees, grass and plantings of every kind on his property, including set back areas, planted areas between adjacent sidewalks and the street curb, if any, and any other area located between the boundary line of his property and the street or other property (public or private) on which such Owner's property abuts, neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material, provided, however, that such Owner shall not be responsible for maintenance of any Area for which Developer or the Association has assumed the responsibility. In the event any dwelling remains vacant for a period of forty-five (45) days, Developer or the Association or its authorized agents shall have the right at any reasonable time to enter upon any such Lot of Owner to plant, replace, maintain, and cultivate trees, shrubs, grass or other plantings located thereon at the Owner's cost.
- (b) By Developer or the Association. Developer or the Association shall have the right, at any time, to plant, replace, maintain, and cultivate shrubs, trees, grass and plantings on any property within Cinnamon Square or Cinnamon on the Hill other than on a Lot, and on such easements over an Owner's Lot as may have been granted to Developer or the Association, regardless of whether any Owner or the Association is responsible hereunder for the maintenance of such areas. No Owner shall remove, alter, injure or interfere in any way with any shrubs, trees, grass or plantings placed upon any such property by Developer or the Association without the written

consent of the Association having first been obtained. The Association or its authorized agents shall have the right to enter upon any property within such other areas, at any reasonable time, for the purpose of planting, replacing, maintaining, or cultivating such shrubs, trees, grass or plantings, and shall not be liable for trespass for so doing.

Section 10. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot within Cinnamon Square or Cinnamon on the Hill, and no odors shall be permitted to arise therefrom so as to render any such Lot or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other Lot in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells, or other sound devices, except security devices used exclusively for security purposes shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purposes of this Declaration such determination shall be conclusive.

Section 11: Repair of Buildings. No residence or structure upon any Lot within Cinnamon Square or Cinnamon on the Hill shall be permitted to fall into disrepair, and each such residence and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

Section 12: Trash Containers and Collection. No garbage or trash shall be placed or kept on any property within Cinnamon Square or Cinnamon on the Hill except in covered containers of a standard type. In no event shall such containers be maintained so as to be visible from Neighboring Property except to make the same available for collection and then, only for the shortest time reasonably necessary to effect such collection. All rubbish, trash, and garbage shall be removed from the Lots and shall not be allowed to accumulate thereon. No incinerators shall be kept or maintained on any Lot and no burning in the open will be permitted. Although the Association shall make arrangements for regular, normal trash collection, each lot Owner shall be responsible for the removal of all additional and extra rubbish, trash, grass clippings, leaves, and other garbage from his or her Lot. All rubbish, trash and garbage shall be removed from each Lot at least one (1) time per week either by or on behalf of the Owner of each such Lot.

Section 13: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within Cinnamon Square or Cinnamon on the Hill unless they are erected, placed and maintained exclusively within an area not visible from Neighboring Property.

Section 14: Encroachments. No tree, shrub, or planting of any kind on any Lot within Cinnamon Square or Cinnamon on the Hill shall be allowed to overhang or otherwise encroach upon any sidewalk, street, pedestrian way, or other area from ground level to a height of eight (8) feet, without the prior approval of the Architectural Committee.

Section 15: Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within Cinnamon Square or Cinnamon on the Hill except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of the improvements on such lot, and except that which Developer or the Association may require for the operation and maintenance of the Common Area.

Section 16: Restriction on Further Subdivision. No Lot within Cinnamon Square or Cinnamon on the Hill shall be further subdivided or separated into smaller Lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or

transferred by an Owner without the prior written approval of the Board. This provision shall not, in any way, limit Developer from subdividing or separating into smaller Lots or parcels any property owned by Developer. Moreover, this provision shall not prevent conveyances which combine in common ownership Lots or parts of Lots in such a manner that each of the parcels of land thereby resulting has an area the same or greater than the area of any of the Lots from which the new Lots were created. Such newly created parcel thereafter shall be considered as one Lot, except as provided, however, subject to the provisions of these restrictions, an owner of each Lot as originally shown on the plat shall be entitled to that number of votes and shall be subject to assessments attributable to each full Lot owned as originally shown on the plat. No portion of a single-family residence Lot less than the entire Lot, together with the improvements thereon, may be rented, and then only to a single family.

Section 17: Signs. No sign of any kind shall be displayed to the public view on any Lot except:

- (a) one sign of not more than five (5) square feet, advertising the property for sale or rent;
- (b) signs used by a builder to advertise the property during the construction and sales period;
- (c) signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project;
- (d) one sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;
- (e) signs of such shape, size and location as the Architectural Committee may approve displaying the name of any multi-family residence or structure.

Signs addressing public notice, including real estate directing signs: “Temporary Signs” means 7 days maximum. If signs are still in place after this time, they will be removed and discarded. Note: Real estate “For Sale” signs at the specific property are an exception to this rule. No signs other than real estate or temporary public notice signs shall be posted in Common Areas.

Section 18: Dwelling Size. The Architectural Committee shall exercise its best judgment to see that all structures, as to size, conform to and harmonize with the existing surroundings and structures.

Section 19: Building Location.

- (a) No building shall be located nearer to any street right-of-way line than the minimum set back line shown on the recorded plat of Cinnamon Square or Cinnamon on the Hill, or any additions thereto; provided, however, that in those areas which have already been developed, no building shall be located nearer to any street right-of-way line than the already-established set back line.
- (b) No building in Cinnamon Square shall be located nearer to any interior side Lot line than five (5) feet. No building in Cinnamon on the Hill shall be located nearer to any interior side Lot line than seven and one-half (7 ½) feet.

Section 20: Fences.

- (a) Properly constructed and installed chain link, hedge, wooden privacy, and tree fences may be approved for construction by the Architectural Committee upon submission of plans and specifications by the Lot Owner.

- (b) Privacy fences may not exceed seventy-two (72) inches in height. Chain link fences shall not exceed forty-eight (48) inches in height.
- (c) No fences in Cinnamon Square or Cinnamon on the Hill shall extend nearer to the front wall of a house than 50% of the distance between the rear wall of the house on each side to the front wall of the house on each side, without prior approval of the Architectural Committee. Supporting structures on all fences shall be placed on the side of the fence facing the property of the owner building the fence. On corner lots, the fence may extend from the house toward the street a maximum of five (5) feet, but said fence must run parallel with the edge of said street.
- (d) No fence or hedge shall be permitted between the front wall of the structure and the adjoining street or across the front yard.
- (e) The Association shall be responsible for the maintenance and repair of all fencing in the Common Areas. Individual homeowners shall be responsible for the maintenance and repair of fencing on private property, including those fences abutting Common Areas.

Section 21: Easements. Easements are reserved as shown upon the recorded plat of Cinnamon Square or Cinnamon on the Hill, and any additions thereto.

Section 22: Soil Removal. Soil may not be removed from the subdivision without consent of the Developer.

Section 23: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 24: Basketball Goals. No permanent basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner lot. Temporary basketball goals are permitted and may be used between the hours of 10:00 a.m. and 8:00 p.m. Equipment must be maintained in good condition, located on the driveway or in the backyard and not on the street, removed from the area when not in use for an extended time period, and should create no disturbance for neighbors. This provision does not permit the installation or use of any additional lighting (e.g., floodlights) in connection with basketball activities.

Section 25: Outside Lighting. Except as may be initially installed by Builder and Developer, no spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any lot which in any way will allow light to be reflected on any other lot or the improvements thereon or upon the Common Areas or any part thereof without the written authorization of the Architectural Committee. Other types of low intensity lighting which do not disturb the Owners or other occupants of the properties may be allowed.

Section 26: Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof) shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the mailing date of said Notice.

If, after a reasonable time has lapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Board shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation, the collection of said expenses so incurred may be effected in the manner provided in Article VI for the collection and enforcement of assessments.

For purposes of administering this Section, the determination of whether a violation has been, or is being committed and the determination of what time period constitutes a “reasonable time” allowable for voluntary termination of the same, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

ARTICLE IX: USE AND BUILDING RESTRICTIONS APPLICABLE TO RESIDENTIAL TOWNHOUSE STRUCTURES

Section 1: Residential Use. All of the dwelling units contained in each and every residential townhouse structure shall be known and described as, and limited in use to, residential purposes. Other than improvements or construction initially effected by the Builder, no improvements or construction whatever may be erected or maintained on any of the lots or as to any of the dwelling units, unless specifically authorized, in writing, by the Members of the Architectural Committee.

- (a) Small home based businesses are allowed, subject to the following restrictions:
- (1) no signage indicating a business location
 - (2) no excessive parking, foot, or auto traffic
 - (3) no excessive delivery and/or pickup of shipped items
 - (4) no storage of excess quantities of business-related items
 - (5) no frequent complaints by immediate neighbors
 - (6) no business activities taking place outside the residence

The Townhouse Owners Committee shall be the sole determiner of compliance with the restrictions set forth above.

Section 2: Renting. No portion of a dwelling unit but for the entire dwelling unit, together with the improvements thereon, may be rented, and then only to a single family.

Section 3: Outside Lighting. Except as may be initially installed by Builder and/or Developer, no spotlights, floodlights or similar type high intensity lighting shall be placed or utilized on any lot or dwelling unit which in any way will allow light to be reflected on any other lot or dwelling unit or the improvements thereon or upon the Common Areas or any part thereof without the written authorization of the Architectural Committee. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Properties may be allowed.

Section 4: Screening Areas; Fences. All screening areas and fences, hedges or walls shall be maintained upon the premises in accordance with their original construction or installation.

Section 5: Trash, Unsightly Items. All garbage cans, equipment, service areas, woodpiles, storage piles and storage areas shall be kept screened by adequate planting or fencing so as to conceal them

from view of neighboring property and streets. Rubbish, trash and garbage shall not be burned on or allowed to accumulate on any lot or beside any dwelling unit or on the premises. No incinerators shall be permitted on the premises or any part thereof

Section 6: Awnings. No awnings or sunscreen of any type shall be affixed to any building without the written consent of the Architectural Committee.

Section 7: Animals. No animals, fowl, or livestock, other than a reasonable number of generally recognized house pets shall be maintained on any property within Cinnamon Square or Cinnamon on the Hill, and then only if they are kept solely as domestic pets and not for commercial purposes. No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance. No structure or pen for the care, housing, or confinement of any animal shall be constructed or maintained. Upon the written request of any Owner, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular animal is a generally recognized house pet, or a nuisance, or whether the number of animals on any such property is reasonable. Any decision rendered by the Board shall be enforceable as other restrictions contained herein. Pets shall not be allowed loose or unsupervised on any part of the property and walking of pets shall be allowed only on such portions of the property as the Board may prescribe by its rules and regulations. Residents may have a reasonable number of dogs and cats, but not to exceed the number set by city ordinance. Breeding and/or selling of animals from residences as an ongoing business activity are not allowed. Animal Control may be called in the event that any pet becomes a nuisance.

Section 8: Antennas. No antenna or other device for the transmission or reception of electronic signals, except TV signals, shall be erected, used or maintained outdoors on any Lot or dwelling unit, which antenna or other device shall be visible from the street adjoining the front of said Lot, unless approved by the Architectural Committee. TV antennas shall be erected so as to be inconspicuous as possible and no such TV antenna shall extend more than six (6) feet above the ridge of the roof of the particular dwelling unit upon which the antenna is located; provided, however, the Architectural Committee shall have the authority to award variances with respect to the foregoing prohibition. Satellite dish antennas of up to 1 meter (39 inches) in diameter may be installed with the approval of the Architectural Committee. Preferred locations are on roofs, in back yards, or in side yards.

Section 9: Temporary Occupancy. No trailer, basement or any incomplete building, tent, shack or garage and no temporary building or structure of any kind shall be used at any time for a residence on any property within Cinnamon Square or Cinnamon on the Hill. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of the structure. Provided, however, that the Developer shall have the continuing right to maintain a field sales office and administrative offices in mobile trailers for so long as Developer shall deem it necessary on any Lot of Cinnamon square (including any additions thereto) and no Builder or Owner shall have standing to object to the maintenance or location of such office.

Section 10: Trailers and Motor Vehicles. No mobile or motor home, trailer of any kind (except those owned by Developer and used as field sales or administrative offices), truck (larger than 3/4 ton), camper, boat or permanent tent or similar structure shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any motor vehicle be constructed, reconstructed or repaired, upon any property or street (public or private) within Cinnamon Square or Cinnamon on the Hill, or any additions thereto, in such a manner as will be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to emergency vehicle repairs, Developer's sales office, and administrative offices, or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the

Architectural Committee; and, provided, moreover, that the provisions of this paragraph shall not apply with respect to any motor home or camper occupied by any guest or guests of any Member for a period not to exceed one (1) week in duration, provided, moreover, that six months shall lapse subsequent to each such week of occupancy before another one (1) week period shall become available to said guest or guests aforementioned.

- (a) Size is limited to ¾ ton as stated in the current sections. Parking time is limited to overnight and/or daily parking to complete service work at any townhouse unit and/or single-family residence only.

Section 11: Maintenance of Lawns and Planting. Except as may be initially effected by Builder and/or Developer, no planting of shrubs, trees or other vegetation will be allowed except as to the real property which may be owned in connection with the ownership rights attributable to a dwelling unit. As to all shrubs, trees, grass and planting of every kind on his property, such owner shall keep the same neatly trimmed, properly cultivated and free of trash, weeds, and other unsightly material.

Section 12: Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot or dwelling unit within Cinnamon Square or Cinnamon on the Hill, and no odors shall be permitted to arise therefrom so as to render any such lot or dwelling unit or any portion thereof, unsanitary, unsightly, offensive or detrimental to any other lot or dwelling unit in the vicinity thereof or to its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on any such property. The Board in its sole discretion shall have the right to determine the existence of any such nuisance and for the purpose of this Declaration such determination shall be conclusive.

Section 13: Clothes Drying Facilities. Outside clothes lines or other outside facilities for drying or airing clothes shall not be erected, placed or maintained on any Lot within Cinnamon Square or Cinnamon on the Hill or adjacent to any dwelling unit.

Section 14: Signs. No sign of any kind shall be displayed to the public view on any lot or dwelling unit except:

- (a) one (1) sign of not more than five (5) square feet, advertising the property or dwelling unit for sale or rent;
- (b) signs used by Builder to advertise the property during the construction and sales period;
- (c) signs of such shape, size and location as the Developer deems necessary for security control and to advertise the project;
- (d) one (1) sign, not to exceed one (1) square foot in size, which may contain the name or names of the Owner or Owners and/or the dwelling unit number;
- (e) signs of such shape, size and location as the Architectural Committee may approve displaying the name of any townhouse residence or structure.

Signs addressing public notice, including real estate directing signs: ‘Temporary Signs’ means 7 days maximum. If signs are still in place after this time, they will be removed and discarded. Note: Real estate ‘For Sale’ signs at the specific property are an exception to this rule. No signs other than real

estate or temporary public notice signs shall be posted in Common Areas.

Section 15: Soil Removal. Soil may not be removed from the subdivision without consent of the Developer.

Section 16: Garage Doors. The doors of all garages shall be kept closed at all times except when necessary for ingress and egress. The doors of all garages shall be installed with electric or battery powered opening and closing devices.

Section 17: Basketball Goals. No basketball goals shall be attached to the front of any dwelling or garage nor erected in any front yard or on the side of any street which abuts any corner lot.

Section 18: Party Walls. The rights and duties of the Owners of units within this development with respect to party walls shall be governed by the following:

- (a) Each wall, including patio walls, which is constructed as part of the original construction of any structure, any part of which is placed on the dividing line between separate units shall constitute a party wall. With respect to any such wall, each of the adjoining Owners shall assume the burdens and be entitled to the benefits of these restrictive covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls shall be applied thereto.
- (b) In the event any such party wall is damaged or destroyed through the act of one (1) adjoining Owner, or any of his guests, tenants, licensees, agents or members of his family (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same and to put such damaged party wall into the condition it was formerly, without cost to the adjoining Owner.
- (c) In the event any such party wall is damaged or destroyed due to ordinary wear-and-tear and deterioration from lapse of time, or by any cause other than the act of one of the adjoining Owners, his agents, tenants, licensees, guests or family, then in such event both such adjoining Owners shall proceed forthwith to rebuild or repair the same and put the party wall in such condition as it was formerly at their joint and equal expense.
- (d) Notwithstanding any other provision of this section, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.
- (e) The right of any Owner to contribution from any other Owner under this article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 19: Exterior Maintenance. With respect to each townhouse structure, the Association shall effect the exterior maintenance thereof, including painting, repairing, replacing and caring of roofs, gutters, downspouts, exterior building surfaces, walks, patios and fences. Such exterior maintenance shall not include glass or screen surfaces.

In the event that the need for maintenance or repair is caused through the willful or negligent acts of the Owner, his family, or guests, or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such lot is the subject.

Section 20: Machinery and Equipment. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any lot within Cinnamon Square or Cinnamon on the Hill except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of the improvements on such lot, and except that which Developer or the Association may require for the operation and maintenance of the Common Area.

Section 21: Motor Vehicles -- Excessive Noise. If the Board determines that any motor vehicle is creating loud or annoying noises by virtue of its operation within the Properties, such determination shall be conclusive and final that the operation of such motor vehicle is a nuisance and said operation, upon notice by the Board to the owner or operator thereof, shall be prohibited within the Properties.

Section 22: Remedies. In the event that an Owner (or guest, invitee, licensee, tenant, lessee, family member, agent or employee thereof) shall violate, or permit to be violated, any of the provisions set forth in this Article, the Board shall cause to be delivered to said Owner a written Notice of Violation. Said Notice of Violation shall set forth the nature of the alleged violation and shall request that the violation be voluntarily terminated and remedied within a reasonable time from the mailing date of said Notice.

If, after a reasonable time has lapsed from the date of said Notice, the violation has not been voluntarily terminated by the Owner, the Board shall have the authority to pursue and effect any and all procedures which may be calculated as reasonably necessary to remove and/or terminate the cause of said violation. This authority shall include, but shall not be limited to, the power to employ laborers to enter upon the premises of said Owner for the purpose of removing and/or terminating the cause of said violation. If, by virtue of the exercise of the authority granted herein, the Board shall incur expenses in connection with the process of removing and/or terminating said violation, the collection of said expenses so incurred may be effected in the manner provided in Article VI for the collection and enforcement of assessments.

For purposes of administering this Section, the determination of whether a violation has been, or is being, committed and the determination of what time period constitutes a "reasonable time" allowable for voluntary termination of the same, shall be made by the Board after taking into consideration the facts and circumstances surrounding the particular violative situation, condition or occurrence.

ARTICLE X: PERMITTED USE AND RESTRICTIONS AS TO COMMON AREAS

Section 1: Maintenance by Association. The Board of the Association may, at any time, as to any Common Area owned, leased or otherwise controlled by it, take the following actions without any approval of the Owners being required.

- (a) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such area (to the extent that such work is not done by a governmental entity, if any, responsible for the maintenance and upkeep of such area) in accordance with (i) the last plans thereof approved by the Board of Directors, (ii) the original plans for the improvement, or (iii) if neither of the foregoing is applicable and if such improvement was previously in existence, then in accordance with the original design, finish or standard of construction of such improvement as same existed.
- (b) Construct, reconstruct, repair, replace or refinish any road improvement or surface upon any portion of such area used as a road, street, walk, driveway, or parking area.

- (c) Replace injured and diseased trees or other vegetation in any such area, and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes.
- (d) Place and maintain upon any such area such signs as the Board of Directors may deem appropriate for the proper identification, use and requisition thereof.
- (e) Do all such other and further acts which the Board of Directors deems necessary to preserve and protect property and the beauty thereof, in accordance with the general purposes specified in this Declaration.
- (f) The Board shall be the sole judge as to the appropriate maintenance of all grounds within the Common Area.

Section 2: Damage or Destruction of Common Area by Owners. In the event any Common Area willfully or maliciously is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents or members of his family, such Owner does hereby authorize the Association to repair said damaged area, and the Association shall so repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications for the area involved or as the area may have been modified or altered subsequently by the Association, in the discretion of the Association. The cost for such repairs shall be paid by said Owner, upon demand, to the Association, in the discretion of the Association. The cost for such repairs shall be paid by said Owner, upon demand, to the Association and the Association may enforce collection of same in the same manner as provided elsewhere in this Declaration for collection and enforcement of assessments.

Section 3: City of Springfield Rights. Notwithstanding any other provision to the contrary within this Declaration, and in conjunction with the powers granted to the City of Springfield under Article I, Land Development Code, Section 5-2300, et seq., as amended, readopted or recodified from time to time, which is incorporated herein by reference, in the event for any reason the Association should fail to maintain any Common Area or Areas, or in the event the Association should be dissolved for any reason or cease to exist, and the Lot Owners fail to maintain such Common Area or Areas, then the City shall have the right and full authority and ability to intercede and maintain the Common Areas and assess the City's cost of same to the Lot Owners within the subdivision or any lot or parcels previously served by the Association or any of the Common Areas of the subdivision on a pro rata basis of square footage of the lots within the area previously served by the Association and shall run as a lien against the lots. The City shall be given the power provided herein, as well as any other remedy available to it under Law, to set and enforce such assessments to pay for the maintenance of, or abatement of any nuisance contained in, any Common Area or Areas. The Association may not be dissolved without the written consent of the City Manager of the City.

ARTICLE XI: INSURANCE AS TO TOWNHOUSE STRUCTURES

PART A:

Section 1: The Association shall obtain and maintain in force the following policies of insurance with respect to any and all townhouse structures constructed upon Cinnamon Square or any additions thereto.

Section (a): Fire Insurance. The Association shall have the power and the obligation to acquire, maintain and pay for a blanket policy or policies of fire insurance with extended coverage endorsement for at least the full insurable replacement value of all insurable improvements in the parcel (including architect's and engineer's fee for the entire project) according to building standards as illustrated by the plans and specifications filed with the insurance trustee as hereinafter defined including both the insurable common properties within the parcel and the individual dwelling units (the "units"). Such policy shall also contain coverage of vandalism and malicious mischief. For purposes hereof, the full insurable replacement value shall be determined by either original sales price or by independent appraisal performed by a recognized appraisal firm which appraisal shall be made every six (6) years commencing with the consummation of the sale of seventy-five percent (75%) of the units. Such policy or policies shall be placed with generally recognized insurance companies licensed to do business in the State of Missouri having at least (A) financial rating. Such policy or policies shall insure all owners and their respective lien holders as their interest may appear. Such policies shall provide:

(A) That such coverage shall not be affected or diminished by reason of any other insurance coverage by any individual owner.

(B) For waiver of subrogation against individual owners, members of their household the Board of Directors and the employees and agents of the Association.

(C) For a notice of cancellation to each owner and his mortgagee(s) at least ten (10) days prior to effective date of cancellation.

(D) That the conduct of any owner will not result in the avoidance of the insurer's liability.

(E) A stated amount of coverage or percentage of the total coverage provided for each dwelling and its proportionate interest in any of the common properties within the parcel.

Section (b): Liability Insurance. The Association shall have the power to and shall obtain and pay for a comprehensive, general liability policy or policies in the amount of at least one million dollars single limit. The liability insurance shall contain a cross-liability endorsement covering liabilities of the unit owners as a group to a unit owner. Further, that the Association shall acquire, maintain and pay for Workmen's Compensation Insurance to the extent necessary to comply with any applicable law.

Section 2: Damage to One Unit. In the event any unit is damaged by fire or other casualty which is insured against, and said damage is limited to a single unit, the insurance proceeds shall be paid jointly to the Association and to the Owner of such unit, and such proceeds shall be used to rebuild or repair such unit.

Section 3: Damage to Two or More Units. In the event of any damage to or destruction of any building which extends to two (2) or more units or extends to any part of the common properties;

(a) The Board of Directors of the Association shall, without delay, take all necessary steps to collect

the proceeds of such insurance as may have been procured by the Association and which affords coverage for the loss. The insurance proceeds shall be paid to the Insurance Trustee,

hereinafter provided for, to be held for the benefit of the owners and their mortgagees (including deed of trust beneficiaries), as their respective interest shall appear and pursuant to an insurance trust agreement consistent with the provisions of this Declaration, approved and executed by the Board of Directors.

- (b) The Board shall obtain or cause to be obtained bids from (2) or more responsible contractors to restore the building or buildings to its or their condition immediately prior to such damage or destruction, and shall, as soon as possible, at a regular or special meeting of the Board of Directors consider such bids. In the event that more than one (1) building is damaged or destroyed, the bids so obtained shall contain a breakdown of the cost of repairing or rebuilding each building damaged or destroyed.
- (c) At such regular or special meeting, the Board shall take into consideration the total amount of insurance proceeds received, the amount of insurance proceeds allocated by the insurance company to each building, if more than one (1) building is involved, and the amount of the bids obtained. If the Board determines that the overall cost of repairing or rebuilding will not exceed the total insurance proceeds by more than Ten Thousand Dollars (\$10,000.00), the damaged or destroyed portions of the property, including all units so damaged or destroyed, as well as the common property, shall be repaired or rebuilt, as the case may be, and all the insurance proceeds shall be used for that purpose.
- (d) If it appears that the overall cost of repair or rebuilding will exceed the total insurance proceeds by more than Ten Thousand Dollars (\$10,000.00), or if there is no insurance coverage for the loss, the building or buildings shall nevertheless be repaired or rebuilt, as the case may be, unless the owners of units within the parcel by an affirmative vote of two-thirds (2/3) of the owners of such damaged units, elect not to repair or rebuild.
- (e) In the event of such affirmative vote not to repair or rebuild, the Board of Directors shall, as agent for all owners, sell the entire damaged property, including all units and the common properties enclosed thereby, in their then present condition, on terms satisfactory to the Board of Directors. The net proceeds of the sale, together with all insurance proceeds, shall be divided and distributed among the owners of such damaged property and their respective mortgagees (including deed of trust beneficiaries) each owner and his mortgagee (deed of trust beneficiary) to receive, insofar as funds are available, that proportion of the total amount as the full cash value of his unit, as fixed by the Greene County, Missouri Assessor as of the last assessment date prior to the damage or destruction, bears to the total full cash value of all units so fixed by the County Assessor, and the owners of such damaged units, and the purchasers at such sale, shall thereafter have no claim or right whatsoever to the damaged units or to the common area enclosed thereby or contiguous thereto as such shall remain after the aforesaid sale.
- (f) In the event that such affirmative vote, not to repair or rebuild, is not obtained, the building or buildings damaged or destroyed shall be rebuilt, and all available insurance proceeds shall be applied toward the cost of repair or rebuilding.
- (g) Any deficiency between the available insurance proceeds, if any, and the contract price for repair or rebuilding shall be raised by special assessment against the units and owners thereof in the building or buildings damaged or destroyed, in such a manner as to allocate fairly to each

unit so assessed that portion of the total cost of repair or rebuilding which is attributable to restoring that unit and its immediately surrounding common property to its condition prior to the

damage or destruction. If the damage or destruction is limited to any part of the common properties other than a building in which units are located, or is limited to a portion of a building

not used for human occupancy, the special assessment shall be levied equally among all units and the owners thereof. The good faith determination of the Board of Directors of the Association making the special assessments mentioned in this subparagraph shall be final and conclusive. To the extent that any insurance proceeds are required to be paid over to a first mortgagee or trust beneficiary of any damaged unit, in accordance with the terms of any such mortgage or trust instrument, the unit owner shall be obliged to replenish the funds so paid over, and said unit owner and his unit shall be subject to special assessment for such sum, which obligation shall be enforceable in the same manner as a special assessment under Article VI hereof.

Section 4: Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all unit owners, and their mortgagees, as their interest may appear. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to any bank or financial institution in Missouri with trust powers, as may be approved by the Board of Directors of the Association, which Trustee is herein referred to as the "Insurance Trustee." The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the policies. The sole duty of the insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the Association, the unit owners and their respective mortgages.

Section 5: Payment of Proceeds: The Insurance Trustee may rely upon the certificate of the Association as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and waivers of mechanics' liens to the Insurance Trustee, and execute any affidavit required by law or by the Association and Insurance Trustee, and deliver the same to the Insurance Trustee. Subject to the foregoing, the Board of Directors shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

- (a) It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund.
- (b) The Insurance Trustee may rely upon a certificate of the Association certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such Certificate.

Section 6: Specification for Repair. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

Section 7: Agent for Negotiation. The Association is hereby irrevocably appointed agent for each unit owner, for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

Section 8: Individual Insurance. Each individual unit owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own unit, and for purchasing insurance upon his own personal property, and living expense insurance, and such insurance, where applicable, shall contain the same waiver of subrogation, if available, as referred to in Article XI, Section (a)(B).

Section 9: Duty to Reduce Hazard. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.

Section 10: Insurance Premiums. Each Owner shall pay, to the Board, his designated proportionate share of the total insurance premium in such manner and on such basis as the Board shall determine. In the event that an Owner should default with respect to an insurance premium payment, the same may be collected and enforced in the same manner as provided for in Article VI with respect to the collection and enforcement of assessments.

Section 11: Payment of Deductible Amounts. In the event that any unit is damaged by fire or other casualty by reason of an occurrence which is covered by the contract of insurance mentioned above, the payment of any deductible amounts, as provided for in said contract of insurance, shall be effected by the owner or owners whose dwelling unit or units have sustained said damage and loss. In the event that more than one dwelling unit sustains damage and loss, the owner of each damaged unit shall pay that portion of the total deductible amount which his allocated premium payment bears to the total insurance premium payment.

Section 12: Applicability of Article XI. Article XI shall be construed so as to apply only to Townhouse structures which have been construed, or which might be constructed in the future, within the boundaries of Cinnamon Square or any additions thereto.

PART B:

It is suggested that the Association obtain and maintain in force the following types of insurance, if available at a reasonable and affordable premium for the minimal threshold amounts indicated:

- (1) Enhanced Business Owner Package (Building, Contents, and Auxiliary Structures)
- (2) Employee dishonesty: \$25,000
- (3) Money and securities: \$2,000 / \$4,000
- (4) Base liability should be comprehensive at \$1,000,000
- (5) Medical payments: \$5,000
- (6) Hired and non-owned auto liability: \$1,000,000
- (7) Commercial Umbrella: \$1,000,000

- (8) Workers Compensation: \$500,000/500,000/500,000
- (9) Directors and officers liability: \$1,000,000
- (10) Employment practices liability: \$1,000,000

All policies purchased by the association shall be for the benefit of the Association, and its members, any mortgagees as their interest may appear.
Insurance companies bidding insurance coverage should have at least (A) rating and must be licensed to do business in the State of Missouri.

ARTICLE XII: GENERAL PROVISIONS

Section 1: Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and any subsequently recorded Supplementary Declarations. Failure by the Association or by 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.

- (a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless otherwise amended as herein provided.
- (b) This Declaration may be amended in whole or in part any time within five (5) years from the date of recordation of same by an instrument in writing executed by Developer, its successors or assigns.
- (c) This Declaration may be amended at the end of the above-mentioned five-year period by an instrument in writing executed by the Association, with the approval of a majority of the votes of the members voting in person or by proxy at a meeting called for that purpose.
- (d) No amendment shall be effective until it is recorded in the deed records of Greene County, Missouri; however, no amendment may be recorded without obtaining the approval of the Director of Planning of the City of Springfield, Missouri, or, if he determines that said amendment will effect a change in the concept of Community Unit Plan No. 22 as approved, said approval must be obtained from the Council of the City of Springfield. The approval must appear on the document before recording.

Section 4: Violations and Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part is hereby declared to be a Nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Developer, the Association, or any Owner or Owners of Lots within Cinnamon Square or Cinnamon on the Hill. However, any other provision to the contrary notwithstanding, only Developer, the Association, the Board of Directors, or the duly authorized agents of any of them, may enforce by self-help any of the provisions of these Restrictions.

Section 5: Violation of Law. Any violation of any state, municipal or local law, ordinance or regulation, pertaining to the ownership, occupation or use of any property within Cinnamon Square or Cinnamon on the Hill is hereby declared to be a violation of these Restrictions and subject to any or all of the enforcement procedures set forth in said Restrictions.

Section 6: Remedies Cumulative. Each remedy provided by these Restrictions is cumulative and not exclusive.

Section 7: Delivery of Notices and Documents. Any written notice or other documents relating to or required by these Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows:

- (a) If to the Association at Springfield, Missouri.
- (b) If to the Architectural Committee at Springfield, Missouri.
- (c) If to an Owner, to the address of any Lot within Cinnamon Square or Cinnamon on the Hill, owned, in whole or in part, by him or to any other address last furnished by an Owner to the Association.

Provided, however, that any such address may be changed at any time by the party concerned by furnishing a written notice of change of address to the Association. Each Owner or a Lot shall file the correct mailing address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of address.

Section 8: The Declaration. By acceptance of a deed or by acquiring any ownership interest in any of the real property, included within this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, to the covenants, conditions, rules and regulations now or hereafter imposed by this Declaration and any amendments thereto. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general scheme for the improvement and development of the real property covered thereby.

IN WITNESS WHEREOF, the undersigned, being the Developer herein, has hereunto set its hand and seal this 28th Day of April, 1977.

Approved by the City of Springfield.

(Illegible Signature)
Director of Planning

Gerald F. Doran, Pres.
DORAN-TURNER, INC.

ATTEST: George A. Turner

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me, the undersigned authority, on this day personally appeared Gerald F. Doran, President of Doran-Turner, Inc., known to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the 28th day of April, 1977.

Jean Waddell

Notary Public in and for Greene County, Missouri

PART II

AMENDED ARTICLES OF INCORPORATION OF CINNAMON SQUARE PROPERTY OWNERS ASSOCIATION

**ARTICLES OF AMENDMENT TO THE
ARTICLES OF INCORPORATION
OF
CINNAMON SQUARE
PROPERTY OWNERS ASSOCIATION, INC.**

TO THE SECRETARY OF STATE, JEFFERSON CITY, MISSOURI

We, the undersigned,

NAME	ADDRESS	CITY
Gerald F. Doran	1340 Oak Run	Springfield, Missouri
George A. Turner	3450 Blue Ridge	Springfield, Missouri
Jack Fraka	2457 South Franklin	Springfield, Missouri

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the “General Not For Profit Corporation Act” of the State of Missouri do hereby adopt the following Articles of Incorporation:

1. The name of the corporation is CINNAMON SQUARE PROPERTY OWNERS ASSOCIATION, INC.
2. The period of duration of the corporation is perpetual.
3. The address of its initial Registered Office in the State of Missouri is 3502 Blue Ridge, in the City of Springfield, Missouri 65804, County of Greene and the name of its initial Registered Agent at said address is Gerald F. Doran.
4. The first Board of Directors shall be seven (7) in number, their names and addresses being as follows:

NAME	ADDRESS	CITY
Gerald F. Doran	1340 Oak Run	Springfield, Missouri
George A. Turner	3450 Blue Ridge	Springfield, Missouri
Robert Cummings	1333 Raintree	Springfield, Missouri
Herbert Reese	3466 Blue Ridge	Springfield, Missouri
William E. Larkin	3548 Blue Ridge	Springfield, Missouri
Robert Murney	1346 Raintree	Springfield, Missouri
Charles Vienhage	1236 Greentree	Springfield, Missouri

5. The purpose or purposes for which the corporation is organized are:
 - (a) To provide for the maintenance, preservation and architectural control of the residence lots, buildings and grounds, and all common area now or hereafter developed upon the property described as:

The Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-seven (27), Township Twenty-nine (29), Range Twenty-one (21).

ALSO:

The South one-half (S 1/2) of the Northwest Quarter (NW 1/4) of Section Twenty-seven (27), Township Twenty-nine (29), Range Twenty-one (21), Except that part South and East of the railroad, and Except any part used for street or highway in the City of Springfield, Greene County, Missouri, being known as Cinnamon Square.

And further to promote the health, safety and welfare of the residents of and the environment within, the above-described property and any additions thereto which may hereafter be brought within the jurisdiction of this Association by annexation, as provided herein, and for these purposes this Association shall have the right and responsibility:

(b) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Cinnamon Square herein called the "Declaration," recorded in the office of the Greene County, Missouri, Recorder of Deeds at Springfield, Missouri, as the same may be amended from time to time as therein provided.

(c) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association, and to manage condominium and fee simple multifamily projects developed within the Properties.

(d) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

(e) To borrow money, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

(f) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Not for Profit Corporation Law of the State of Missouri by law may now or hereafter have or exercise.

(g) The foregoing notwithstanding, no substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code. The Association shall not directly or indirectly, participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

6. **MEMBERSHIP:** The Developer and every person or entity that is an Owner of a fee or undivided fee interest in any Lot as the terms "Owner" and "Lot" are defined in the Declaration, shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

7. **CLASSES OF MEMBERS AND VOTING RIGHTS:**

Section 1. VOTING CLASSES:

Class A. Class A members shall be all of those Owners of single-family residential lots on which a house has been constructed and occupied (with the exception of Developer). Class A Members, when a class vote is required, shall vote as a class. Each Class A Member shall be entitled to one vote for each Lot in which he holds the interest required for membership by Article V, Section 1, of the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF CINNAMON SQUARE. 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 (1) vote be cast with respect to any such Lot.

Class B. The Class B Members shall be all those Owners, other than Developer, of dwelling units of Residential Townhouse Structures. Class B Members, when a class vote is required, shall vote as a class and each Class B Member shall be entitled to (1) vote for each dwelling unit owned. When more than one (1) person holds such interest in any such dwelling unit, all such persons shall be members. The vote for such dwelling unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such dwelling unit.

Class C. The Class C Members shall be all those owners of multifamily residential Lots upon which is erected a multifamily residential structure containing three (3) or more dwelling units. The Class C Members, when a class vote is required, shall vote as a class and each Class C Member shall be entitled to one (1) vote for each dwelling unit contained in a multifamily structure erected upon a Lot of which the Class C Member holds the interest required for membership, as provided in Article V, Section 1, of the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF CINNAMON SQUARE. 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 one (1) vote per dwelling unit be cast with respect to any Lot.

Class D. Class D Members shall be the Developer. The Class D Members shall be entitled to five (5) votes for each Lot or dwelling unit in which it holds the interest required for membership, as provided for in Article V, Section 1, of the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF CINNAMON SQUARE.

Section 2. CLASS VOTES:

Each class of members shall be entitled to vote, as a class, only when the proposal to be voted on:

- (a) Provides for an increase in the annual assessment as to such class and which proposed assessment requires the approval by the members of the Association pursuant to Article VI of the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF CINNAMON SQUARE;
- (b) Provides for special assessments for capital improvements to be assessed against the particular class;
- (c) Provides for the merger, consolidation, liquidation or dissolution of the Association;
- (d) Provides for the sale of all or substantially all of the assets or properties of the Association; provided, however, that the mortgage, pledge or hypothecation of all or substantially all of the assets or properties of the Association for the purpose of obtaining funds or credits with which to acquire, improve or repair all or any part of such assets or properties of the Association shall not be deemed a sale or all or substantially all of the assets or properties of the Association;

- (e) Provides for the election of directors of the Association in accordance with the By-Laws of the Association.

8. **BOARD OF DIRECTORS:** The affairs of the Association shall be managed initially by a Board of seven (7) directors, two of whom need not be members of the Association. The number of directors and the classes from which they are elected may be changed by amendment of the By-Laws of the Association. The initial seven (7) Directors shall serve until the first annual meeting of the membership. At the first annual membership meeting two (2) Directors shall be elected by the Class A members, two (2) Directors shall be elected by the Class D member, and three (3) Directors shall be elected jointly by the Class A and D members voting jointly without regard to class. The Directors shall then determine by lot which two (2) shall serve for three years, two (2) for two years, and three (3) for one year. Thereafter, each annual membership meeting shall elect directors to fill the expiring terms until at least four (4) townhouses shall be occupied. Thereafter, at the next annual meeting two (2) additional Directors shall be selected by the Class B members, and the Class B members shall participate in the election of the three (3) "at-large" members, so that there shall be a total of nine (9) directors. The foregoing notwithstanding, when there shall no longer be any Class D membership in the Association, the directors shall be elected as follows: three (3) directors shall be elected by Class A members voting at the annual meeting, three (3) directors shall be elected by Class B members voting at the annual meeting, three (3) directors shall be elected by Class B members voting at the annual meeting, and three (3) directors shall be elected jointly by Class A and B members voting at the annual meeting without regard to class. All directors shall be elected for a term of three years and shall serve until their successors shall have been elected and qualified. The number of directors elected by each class of members and the duration of the terms of directors may be changed by amendment of the By-Laws of the Association. Any director may be removed from office as provided by the By-Laws of the Association, and in the event of such removal or the creation of a vacancy through any other cause, such vacancy shall be filled as provided by the By-Laws of the Association. Notice of all membership meetings may be given by ordinary mail, postage prepaid, mailed not less than fourteen (14) days nor more than forty (40) days prior to the meeting, addressed to the member's address as supplied to the Association by the member, or by such other method as provided in the By-Laws.

9. **ANNEXATION OF ADDITIONAL PROPERTIES:**

Section 1. The Association may, at any time, annex additional residential properties and common areas to the properties described in the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF CINNAMON SQUARE, and so add to its membership under the provisions of Article V of said Amended Declaration, provided that any such annexation shall have the assent of two-thirds (2/3) of all Class A, B, C and D votes cast on the question of the approval of such annexation at a special meeting called for the purpose of considering this question or the annual membership meeting of the Association. At this meeting, the presence of members or of proxies entitled to cast sixty percent (60%) of all of the votes of Class A, B, C and D 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 any such 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 60 days following the preceding meeting.

Section 2. The foregoing notwithstanding, if within ten years of the date of incorporation of this Association the Developer should develop additional lands within the immediate vicinity of the heretofore described properties, such additional lands may be annexed to said properties by the unanimous vote of all Class D Members without the assent of any member other than the Developer.

10. DISSOLUTION: The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the entire Class A membership, two-thirds (2/3) of the entire Class B membership, and the entire Class D membership, if any. Upon dissolution of the Association, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Association, dispose of all of the assets of the corporation by donating them to another not-for-profit association devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association.

11. AMENDMENTS: Amendment of these Articles shall require the affirmative vote of two-thirds (2/3) of the Class A and B members voting on such amendment, without regard to class of membership, and the unanimous approval of Class D members, if any.

[The original Articles of Incorporation were executed on May 19, 1976, by Gerald Doran, George A. Turner and Jack Fraka.]

PART III

AMENDED BY-LAWS OF CINNAMON SQUARE PROPERTY OWNERS ASSOCIATION

**BY-LAWS
OF
CINNAMON SQUARE PROPERTY OWNERS ASSOCIATION, INC.
(As Amended May, 1977)**

ARTICLE I

NAME AND LOCATION

The name of the corporation is CINNAMON SQUARE PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located within Cinnamon Square in Springfield, Missouri, but meetings of members and directors may be held at such places within Greene County, Missouri, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

All terms shall be defined in accordance with the definitions contained in the Declaration of Covenants, Conditions and Restrictions for Cinnamon Square and amendments thereto.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Membership shall be as set forth in Article VI of the Articles of Incorporation and Article V of the Amended Declaration of Covenants, Conditions and Restrictions for Cinnamon Square.

Section 2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights and right to use of the Common Area and facilities of such member may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities.

ARTICLE IV

PROPERTY RIGHTS: RIGHTS OF ENJOYMENT

Section 1. Each member shall be entitled to the use and enjoyment of the Common Area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property. Such member shall notify the secretary in writing of the names of such persons whose rights and privileges shall be subject to suspension to the same extent as those of the member.

Section 2. The Association may charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area.

ARTICLE V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Selection. Candidates from Class A, Class B or Class C for election to the Board of Directors shall file a petition of candidacy, signed by not less than ten (10) members of the class which they seek to represent, with the Elections Committee at least three weeks before the annual meeting. The Elections Committee shall provide all members with a ballot containing the names of all bona fide candidates not less than ten days before the annual meeting. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes in each class and at large shall be elected. Cumulative voting is not permitted.

Section 2. Classes and Terms. The directors shall be elected by classes according to the classes of voting memberships in the Association as provided in Article Eight of the Articles of Incorporation.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the class of members which he represents. In the event of death, resignation or removal of a director by a majority vote of the class of members represented, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, as approved by the Board.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power:

- (a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) To employ a manager, independent contractors, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors:

- (a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-third (1/3) of each class of members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration:
 - (1) To fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, and
 - (2) To send written notice of any change in assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of the payment of any assessment therein stated to have been paid;
- (e) To procure and maintain adequate liability insurance, and to procure adequate hazard insurance on property owned by the Association;
- (f) To cause all officers or employees having fiscal responsibilities to be bonded in such amounts as it may deem appropriate;
- (g) To cause the Common Area to be maintained.

ARTICLE VII

COMMITTEES

Section 1. Required Committees. The Board of Directors of the Association shall annually appoint an Elections Committee, an Architectural Review Committee, and the Class A, B, and C Committees provided for in Article VI, Sections 3(j-k-l) of the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF CINNAMON SQUARE.

- (a) The Board shall appoint the Elections Committee no later than two months prior to the annual meeting date. The Committee shall consist of a chairman and at least two members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of directors in accordance with the procedures adopted by the Board.
- (b) The Board shall appoint an Architectural Review Committee in accordance with Article VII of the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND

CONDITIONS OF CINNAMON SQUARE.

- (c) For the purpose of administering the respective Class Assessment Funds, the Board shall appoint the Class A, B and C Committees as provided for in Article VI, Sections 3(j-k-l) of the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF CINNAMON SQUARE. The members of each respective Committee shall elect a Chairman who, in conjunction with the Manager of Cinnamon Square, shall be empowered and authorized to incur expenses and withdraw monies from their respective Funds in order to effect the purposes for which said Committees were established and which are enumerated in Article VI, Sections 3(j-k-l) of the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS AND CONDITIONS OF CINNAMON SQUARE.
- (d) For the purpose of administering the Class B Fund, and protecting and enforcing Class B members' rights under the Declaration, the Board shall appoint to the Class B Townhouse Owners Committee, two of the Board members who were elected by Class B members, as provided for in Article VI, Section 3(k) of the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS OF CINNAMON SQUARE. Additional Class B Townhouse Owners Committee members shall be elected as provided in the Declaration. The members of the Class B Townhouse Owners Committee shall elect a Chairman who, in conjunction with the Manager of Cinnamon Square, shall be empowered and authorized to incur expenses and withdraw monies from the Class B Fund in order to effect the purposes of the Class B Townhouse Owners Committee as enumerated in Article VI, Section 3(k) of the AMENDED DECLARATION OF RESTRICTIONS, COVENANTS, AND CONDITIONS OF CINNAMON SQUARE.

Section 2. Other Committees. In addition to the foregoing, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE VIII

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the members shall be held on the second Tuesday in February at the hour of seven o'clock p.m. or such other hour as the Board shall determine. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-third (1/3) of all of the votes of the entire membership.

Section 3. Notice of Meeting. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than fifteen nor more than forty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

Section 4. Quorum. Unless otherwise provided in the Declaration, Articles of Incorporation, or

these By-Laws, the presence at the meeting of members or proxies entitled to cast thirty percent (30%) of the votes of the Class A, B, C and D membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors and the first Board meeting following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President. The vice-president shall act in the place and stead of the president in the event

of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings of the Board and of the members; serve notice of all meetings and proceedings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the

Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association; a copy shall be provided initially for the owners of each Lot, and additional copies shall be made available for purchase by members at reasonable cost.

ARTICLE XII

CORPORATE SEAL

The Association shall have no corporate seal.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the CINNAMON SQUARE PROPERTY OWNERS ASSOCIATION, INC., a Missouri corporation, and

THAT the foregoing By-Laws constitute the Amended By-Laws of said Association, as duly adopted at the annual meeting of members thereof, held on the 6 day of May, 1977.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 13 day of June, 1977.

Barbara Fox _____.