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REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Cheryl Dawson Spaulding
Cheryl Dawson-Spaulding
Recorder of Deeds

lcunningham

Title of Document: Amended and Restated Declaration of Restrictions, Covenants and Conditions of Cinnamon Square and Cinnamon on the Hill

Date of Document: November 14, 2021

Grantor(s): Cinnamon Square Property Owners Association, Inc.

Grantee(s): None

Mailing Address: 3503 E. Blueridge
Springfield, MO 65809

Legal Description: *See legal descriptions set forth in Exhibit A, and plats in Exhibit B*

Reference Book and Page(s): Book 2008: Page 037844-08, Recorded Sept. 5, 2008
Book 2008: Page 037843-08, Recorded Sept. 5, 2008

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

This Amended and Restated Declaration of Restrictions, Covenants and Conditions for Cinnamon Square and Cinnamon on the Hill was made and adopted on the 14th day of November, 2021, and amends and restates and is intended to fully replace all previously recorded Declarations of Restrictions, Covenants and Conditions of Cinnamon Square, and all previously recorded Declarations of Restrictions, Covenants and Conditions of Cinnamon on the Hill, together with all prior amendments, supplements, restatements or revisions thereof.

WITNESSETH:

WHEREAS, on May 5, 1975, DORAN-TURNER, INC., a Missouri Corporation, hereinafter called "Developer," was the owner of record of the following-described real property:

A parcel of land located in 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, as shown on the final plat of Cinnamon Square, which is recorded in Book DD at Page 38 in the records of the Recorder of Deeds of Greene County, Missouri, and was 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 desired 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 May 5, 1975, Developer executed the original "Declaration of Restrictions, Covenants and Conditions for Cinnamon Square," which declared that the above-described real property platted as Cinnamon Square, including Reserve Areas A and B, and any additions thereto, should be subject to the restrictions, covenants, conditions, easements and charges asset 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 May 20, 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 "Declaration of Restrictions, Covenants and Conditions for Cinnamon Square," and

WHEREAS, Developer desired to develop and construct attached townhouses upon Reserve Area A and, therefore, platted part of Reserve Area "A" for said purpose, which is recorded as the final plat for Cinnamon Square 1st Addition in Book EE, at Page 24, in the records of the Recorder of Deeds of Greene County, Missouri, and which is 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 final 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 desired to develop and construct additional attached townhouses upon the remaining portions of Reserve Area A and, therefore, recorded the final plats for Cinnamon Square 5th Addition, Cinnamon Square 7th Addition, and Cinnamon Square 10th Addition (as Replated and Amended) for said purpose, which plats are recorded in Book EE at Page 95, Book FF at Page 22, Book GG at Page 22, Book HH at Page 71, Book HH at Page 85, and Book JJ at Page 32 in the records of the Recorder of Deeds of Greene County, Missouri, and

WHEREAS, Developer has recorded final plats for CINNAMON SQUARE ADDITIONS 1 through 11 in the records of the Recorder of Deeds of Greene County, Missouri, and

WHEREAS, Developer amended 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, Developer was 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 records of the Recorder of Deeds of Greene County, Missouri, and

WHEREAS, the aforementioned CINNAMON ON THE HILL Subdivision is a section of Cinnamon Square, which was 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 desired to provide for the development of CINNAMON ON THE HILL as a section of Cinnamon Square, and 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 annexed 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 declared 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 the Supplementary Declaration of Restrictions, Covenants and Conditions of CINNAMON ON THE HILL, and that the real property, platted as CINNAMON ON THE HILL, a section of Cinnamon Square, and any additions thereto which may be made, shall be subject to the restrictions, covenants and conditions, easements and charges, set forth in the Declaration of Restrictions, Covenants and Conditions of Cinnamon Square, as amended, which shall run with the land and be binding on all present and future owners, and shall insure to the benefit of each owner of the land included in CINNAMON ON THE HILL, a section of CINNAMON SQUARE; and

WHEREAS, on December 10, 1985, the Developer recorded the final plat for CINNAMON ON THE HILL 1ST ADDITION, recorded in Book II at Page 95 of the records of the Recorder of Deeds of Greene County, Missouri, and

WHEREAS, on July 7, 1986, the Developer recorded the final plat for CINNAMON ON THE HILL 2nd ADDITION, recorded in Book JJ at Page 56 of the records of the Recorder of Deeds of Greene County, Missouri, and

WHEREAS, on May 16, 2006, pursuant to the authority vested in the Cinnamon Square Property Owners Association, Inc. by Article X, Section 3(c) of the Supplementary Declaration of Restrictions, Covenants and Conditions of Cinnamon on the Hill dated August 31, 1984, and recorded September 4, 1984, the Cinnamon Square Property Owners Association approved and adopted the First Amendment to the Supplementary Declaration of Restrictions, Covenants and Conditions of Cinnamon on the Hill; and

WHEREAS, on March 17, 2008, pursuant to the authority of Article XII, Section 3(c) of the Amended Declaration of Restrictions, Covenants, and Conditions of Cinnamon Square, recorded on May 2, 1977, as amended and recorded on May 11, 1977, and amended and fully recorded on October 31, 1983, the Cinnamon Square Property Owners Association, Inc. amended the Declaration of Restrictions, Covenants and Conditions of Cinnamon Square, which amendment was recorded September 5, 2008 in Book 2008, at Page 037843-08, in the office of the Recorder of Deeds of Greene County, Missouri; and

WHEREAS, on March 17, 2008, pursuant to the authority of Article X, Section 3(c) of the Supplementary Declaration of Restrictions, Covenants, and Conditions of Cinnamon on the Hill dated August 31, 1984, and recorded September 4, 1984, in the office of the Recorder of Deeds of Greene County, Missouri, as amended by the May 16, 2006 First Amendment, the Cinnamon Square Property Owners Association approved and adopted the Second Amendment to the Supplementary Declaration of Restrictions, Covenants and Conditions of Cinnamon on the Hill, which was recorded September 5, 2008 in Book 2008, at Page 037844-08, in the office of the Recorder of Deeds of Greene County, Missouri; and

WHEREAS, pursuant to Article XII, Section 3(c) of the March 17, 2008, Amended Declarations of Restrictions, Covenants and Conditions of Cinnamon Square and the March 17, 2008 Second Amended Supplementary Declaration of Restrictions, Covenants and Conditions of Cinnamon on the Hill, the Members of the Cinnamon Square Property Owners Association, Inc. desire to amend and restate the Declarations of Restrictions, Covenants and Conditions;

NOW, THEREFORE, Pursuant to Article XII, Section 3(c) of the Amended Declarations of Restrictions, Covenants and Conditions of Cinnamon Square dated March 17, 2008, and the Second Amended Supplementary Declaration of Restrictions, Covenants and Conditions of Cinnamon on the Hill dated March 17, 2008, by the affirmative vote of a majority of the members voting in person or by proxy at a meeting of the members called for said purpose, the Cinnamon Square Property Owners Association, Inc. hereby approves and adopts this Amended and Restated Declaration of Restrictions, Covenants and Conditions for Cinnamon Square and Cinnamon on the Hill, 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 and Cinnamon on the Hill, according to the final plats thereof, and any additions, amendments, supplements or revisions thereto.

ARTICLE I: DEFINITIONS

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

Section 2: “Common Area” shall mean all real property owned, leased or otherwise controlled by the Association for the common use and enjoyment of the Owners, including, but not necessarily limited to, such common and/or open areas as are designated or shown on the final plats for CINNAMON SQUARE and CINNAMON ON THE HILL.

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 or the Association, 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 plats 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, of 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 or Amended Declarations, Articles of Incorporation or By-Laws.

Section 18: “Member” shall mean each member of the Association as set forth in Article V.

Section 19: “Recreational Facilities” shall mean the pool, clubhouse, tennis courts, playgrounds and any other improvements on Common Area that are owned, leased or otherwise controlled by the Association.

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 guests of Members or any non-

Members; the right of the Association to impose conditions under which Common Areas may be used by Members and/or their guests and/or other non-Members;

- (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 maybe 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; 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 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 the original 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 the original 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.

Section 4: A copy of this Declaration shall be made available to each Owner at the time the Owner purchases a Lot or thereafter upon an Owner's reasonable request.

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 Declaration, 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, guest, licensee or lessee of such Owner, or by any non-Member; 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.

Section 5: Insurance, Maintenance and Taxes on Common Area. The Association shall be responsible for maintaining liability insurance on the Common Areas and improvements thereon in such amounts and under such terms and conditions and for such periods as the Board deems appropriate. Except as otherwise provided herein, the Association shall be responsible for maintenance of the Common Areas. The Association shall be responsible for the payment of taxes, if any, applicable to the Common Areas. This covenant shall run with the land.

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 A Members who are delinquent in the payment of any annual or special assessments shall not be eligible to vote until their delinquency is cured.

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. Class B Members who are delinquent in the payment of any annual or special assessments shall not be eligible to vote until their delinquency is cured.

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. The CSPOA 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. However, the CSPOA Annual Membership Assessment may be increased any amount, without regard to the ten percent (10%) limitation, by vote of sixty-six percent (66%) of all eligible Members without regard to class who are voting in person or by proxy at a meeting duly called for this purpose.
- (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. The Class B 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. However, the Class B Annual Membership Assessment may be increased without regard to the ten percent (10%) limitation, by vote of sixty-six percent (66%) of the eligible Class B Members who are voting in person or by proxy at a meeting duly called for this purpose.
- (c) 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.
- (d) 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) and for such other purposes as are permitted by the Declarations and Bylaws. 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.
- (e) 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 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: (i) 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; and (ii) 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 of the Class B Members 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 sixty-six (66%) of the votes of all eligible Members without regard to class 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 fifty-one percent (51%) of all the votes of the Members, who are in eligible to vote, 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, so long as the plans and requests contain all information reasonably necessary for the Committee to evaluate the plans and requests. In the event the Architectural Committee fails to take any action within thirty (30) days after a complete 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 or abandoned, 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 so as to become a public or private nuisance. The manufacture and sale of any controlled substance on any Lot shall be presumed and is hereby declared a nuisance. No Owner or Member shall allow their Lot to be used for the manufacture or sale of a controlled substance, and no Lot may be used in furtherance or operation of gang activity or a criminal enterprise, and any such use of a Lot is declared a nuisance. 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. Except as otherwise permitted by law, 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 Board deems necessary or may reasonably approve for security and safety purposes 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.
- (f) Temporary signs used by children for purposes of a concession type stand;

Signs addressing public notice, including real estate directing signs and garage sales: "Temporary Signs" may be displayed 7 consecutive days maximum. If signs are still in place after this time, they will be removed and discarded. Note: Real estate "For Sale" or "For Rent" 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 without the express approval of the Board.

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 buildings 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 Board.

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 setforth above.

Section 2: Renting. No portion of a dwelling unit but for the entire dwelling unit, together with theimprovements 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 authorizationof 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, storagepiles 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 shallbe 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 or abandoned, 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 so as to become a public or private nuisance. The manufacture and sale of any controlled substance on any Lot shall be presumed and is hereby declared a nuisance. No Owner or Member shall allow their Lot to be used for the manufacture or sale of a controlled substance, and no Lot may be used in furtherance or operation of gang activity or a criminal enterprise, and any such use of a Lot is presumed and hereby declared a nuisance. 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. Except as otherwise permitted by law, 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 Board deems necessary or may reasonably approve for security and safety purposes 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.
- (f) Temporary signs used by children for purposes of a concession type stand;

Signs addressing public notice, including real estate directing signs and garage sales: "Temporary Signs" may be displayed 7 consecutive days maximum. If signs are still in place after this time, they will be removed and discarded. Note: Real estate "For Sale" or "For Rent" 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 without the express approval of the Board.

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

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, through the appropriate Class B Committee, 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, take the following actions without any approval of the Owners being required.

- (a) Construct, Reconstruct, repair, replace or refinish any Recreational Facility or 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 and improve 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 the City's Land Development Code, Section 36-463, 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 the 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 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 paidbills 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 andcontract 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 bythe Insurance Trustee after the payment of all costs of the repair and restoration, such balanceshall 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 ornot 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 accordancewith 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 inArticle 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 or more of these covenants or restrictions by judgment or court order shall in no way affect any other covenants, restrictions or provisions and 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 eligible 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 & Development of the City of Springfield, Missouri, or, if he/she 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 andnot 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, by mail or electronic mail. If by mail, it shall be deemed to have been delivered when 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 and email address of such Owner with the Association, and shall promptly notify the Association in writing of any subsequent change of addresses.

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, restrictions, 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.

Approved by the City of Springfield.

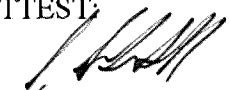

 Director of Planning & Development

IN WITNESS WHEREOF, the undersigned, being the President of the Cinnamon Square Property Owners Association, Inc. hereby certifies that the foregoing Amended and Restated Declaration of Restrictions, Covenants and Conditions for Cinnamon Square and Cinnamon on the Hill was approved by the affirmative vote (94%) of the Members voting in person or by proxy at a meeting of the Members duly called for said purpose on November 14, 2021, and that the same is hereby duly adopted by the Cinnamon Square Property Owners Association, Inc.

CINNAMON SQUARE PROPERTY OWNERS ASSOCIATION, INC.

By: 
 Christopher Weiss, President

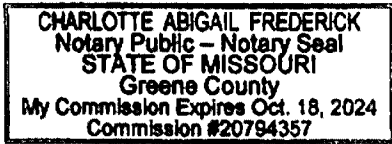
ATTEST:


 Nathan Allen, Secretary

STATE OF MISSOURI)
) SS.
COUNTY OF GREENE)

Before me, the undersigned authority, on this day personally appeared Christopher Weiss and Nathan Allen, known to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that they each 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 23rd day of November, 2021.



Charlotte Abigail Frederick
Notary Public, Charlotte Abigail Frederick

EXHIBIT "A"
LEGAL DESCRIPTIONS

CINNAMON SQUARE, including Cinnamon Square Additions 1 through 11:

A parcel of land located in 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, more particularly described as follows:

Beginning at the Southwest Corner of the Northwest Quarter of Section 27, Township-29-North, Range-21-West; Thence West along the South Line of Said Northwest Quarter of Section 27, a distance of 2440.17 feet to a point on the East Right-Of-Way Line of East Highway 65 (By-Pass); Thence on an angle to the Right from the last described course $82^{\circ}32'34''$; 437.45 feet to an existing Highway Right-Of-Way marker; Thence on an angle to the Right from the last described course $3^{\circ}56'29''$; along said East Highway Right-Of-Way line a distance of 250.81 feet to an Existing Right-Of-Way marker; Thence on an angle to the Right from the last described course $3^{\circ}46'46''$ along said East Highway Right-Of-Way line a distance of 533.53 feet to an existing Highway Right-Of-Way marker; Thence on an angle to the right from the last described course $43^{\circ}54'59''$, along said East Highway Right-Of-Way line a distance of 127.89 feet to an existing Highway Right-Of-Way marker; Thence on an angle to the Right from the last described course $46^{\circ}10'06''$, along the South Right-Of-Way line of Catalpa Street a distance of 125.20 feet to an existing Highway Right-Of-Way marker; Thence on an angle to the Left from the last described course $11^{\circ}33'56''$, along said South Right-Of-Way line of Catalpa Street a distance of 102.15 feet to an existing Highway Right-Of-Way marker; Thence on an angle to the Right from the last described course $11^{\circ}31'11''$, along said South Right-Of-Way line of Catalpa Street a distance of 1743.46 feet to the Westerly Right-Of-Way line of the St. Louis – San Francisco Railway; Thence on an angle to the Right from the last described course $67^{\circ}10'00''$, along said Westerly Right-Of-Way line of said Railway a distance of 64.89 feet; Thence on an angle to the Left from the last described course $1^{\circ}05'09''$ for a tangent to a curve to the Left having a central angle of $24^{\circ}25'04''$ and a radius of 1722.87 feet; Thence along said curve to the Left a distance of 734.23 feet to a point on the East line of the Southeast Quarter of the Northwest Quarter; Thence on an angle to the Right from a tangent to the Previously described curve $47^{\circ}59'21''$ along the East line of the Southeast Quarter of the Northwest Quarter a distance of 668.47 feet to the point of beginning. All being in Springfield, Greene County, Missouri, containing 72.01 acres, more or less, all of which has been subdivided and platted as follows:

Lots 1 through 39 and the common area and Reserve Areas A and B as shown on the final plat of Cinnamon Square, recorded in Book DD at Page 38 of the records of the Recorder of Deeds of Greene County, Missouri.

Lot 1, including buildings 1 through 3, and the common area as shown on the final plat of Cinnamon Square 1st Addition, recorded in Book EE at Page 24 of the records of the Recorder of Deeds of Greene County, Missouri.

Lots 1 through 10 along Oak Run Place and Lots 1 through 5 along Blueridge Place and the common area as shown on the final plat for Cinnamon Square 2nd Addition, recorded in Book DD at Page 83 of the records of the Recorder of Deeds of Greene County, Missouri.

Lots 1 through 10 and the common area as shown on the final plat of Cinnamon Square 3rd Addition, recorded in Book EE at Page 35 of the records of the Recorder of Deeds of Greene County, Missouri.

Lots 1 through 24 and the common area and open space as shown on the final plat of Cinnamon Square 4th Addition, recorded in Book EE at Page 91 of the records of the Recorder of Deeds of Greene County, Missouri.

Lot 1, including building 4, and the common area as shown on the final plat of Cinnamon Square 5th Addition, recorded in Book EE at Page 95 of the records of the Recorder of Deeds of Greene County, Missouri.

Lots 1 through 10 and the common area and open area as shown on the final plat of Cinnamon Square 6th Addition, recorded in Book FF at Page 83 in the records of the Recorder of Deeds of Greene County, Missouri.

Lot 1, including buildings 5 and 6, and the common area as shown on the final plat of Cinnamon Square 7th Addition, recorded in Book FF at Page 22 of the records of the Recorder of Deeds of Greene County, Missouri.

Lots 1 through 17 and the open area as shown on the final plat of Cinnamon Square 8th Addition, recorded in Book GG at Page 31 in the records of the Recorder of Deeds of Greene County, Missouri.

Lot 1, including buildings 7, 8 and 9, as shown on the final plat of Cinnamon Square 9th Addition, recorded in Book GG at Page 22 in the records of the Recorder of Deeds of Greene County, Missouri.

Lot 1, including buildings 1 through 8, and the common area as shown on the final plat of the Amended Replat of the Replat of Cinnamon Square Tenth Addition, recorded in Book JJ at Page 32 of the records of the recorder of Deeds of Greene County, Missouri, which amended the final plat of the Replat of Cinnamon Square Tenth Addition, recorded in Book HH at Page 85, which amended the final plat of Cinnamon Square Tenth Addition, recorded in Book HH at Page 71.

Lots 1 through 18 and the common area and open area as shown on the final plat of Cinnamon Square 11th Addition, recorded in Book LL at Page 30 in the records of the Recorder of Deeds of Greene County.

All common areas, open areas and open spaces as shown on any of the above final plats.

And

CINNAMON ON THE HILL:

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, all of which has been subdivided and platted as follows:

Lots 1 through 28 and the common areas and open areas as shown on the final plat of Cinnamon on the Hill, recorded in Book HH at Page 87 of the records of the Recorder of Deeds of Greene County, Missouri, and

CINNAMON ON THE HILL 1ST ADDITION

Commencing at the Northwest Corner of the Northwest ¼ of the Southeast ¼ of Section 27, Township-29-North, Range-21-West; Thence S 0°49'39" W along the West line of said ¼, ¼ a distance of 103.52 feet for a point of beginning; Thence S 41° 01'52" E a distance of 332.06 feet to a point on curve; Thence Northeasterly on a curve to the right, said curve having a central angle of 9°12'40", a radius of 245.26 feet, an arc distance of 39.43 feet to a point of tangency; Thence N 58°10'50" E a distance of 209.32 feet; Thence S 31°49'10" E a distance of 60.00 feet; Thence S 19°47'02" E a distance of 138.93 feet; Thence S 87°50'08" E a distance of 150 feet; Thence S 0°20'46" W a distance of 264.97 feet; Thence S 86°40'05" E a distance of 293.27 feet; Thence S 3°19'55" W a distance of 20.00 feet; Thence S 86°40'05" E a distance of 227.82 feet; thence S 0°34'07" W a distance of 16.79 feet; Thence S 89°32'54" E a distance of 135.53 feet to the East line of the Northwest ¼ of the Southeast ½ of said Section 27, Said line also being the West line of Oak Knolls and Oak Knolls 1st Addition, Subdivisions in Greene County; Thence S 0°37'28" W along the East line of said ¼, ¼ a distance of 360.00 feet to the Northeast corner of Lot 17 in Cinnamon on the Hill, a subdivision in said Greene County; Thence N 89°32'54" W a distance of 185.18 feet to the East line of Lot 18 in said Cinnamon on the Hill; Thence N 0°34'07" E a distance of 29.30 feet to the Northeast corner of said Lot 18; Thence N 86°40'05" W a distance of 343.17 feet to the Northwest corner of Lot 21 in said Cinnamon on the Hill; Thence N 42°37'58" W a distance of 352.72 feet; Thence N 72°46'36" W a distance of 170.12 feet; Thence N 87°39'08" W a distance of 89.99 feet to the Northwest corner of Lot 28 in said Cinnamon on the Hill; Thence S 2°20'52" W a distance of 162.43 feet to a point on curve; Thence Southeasterly on a curve to the right, said curve having a central angle of 1°11'45", a radius of 275.00 feet, an arc distance of 5.74 feet to the Northwest corner of Lot 27 in said Cinnamon on the Hill; Thence S 3°32'43" W a distance of 125.63 feet to the Southwest corner of said Lot 27; Thence N 87°50'08" W a distance

of 290.86 feet to the Northwest corner of Lot 12 in said Cinnamon on the Hill, said point being on the West line of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 27, said line also being the East line of Eastwood Hills, a subdivision in Greene County; Thence N $0^{\circ}49'39''$ E along said West line a distance of 910.00 feet to the point of beginning, all in Greene County, Missouri, all of which has been subdivided and platted as follows:

Lots 1 through 33 and all common areas and open areas as shown on the final plat of Cinnamon on the Hill 1st Addition, recorded in Book II at Page 95 of the records of the Recorder of Deeds of Greene County, Missouri, and

CINNAMON ON THE HILL 2ND ADDITION

Commencing at the Northeast Corner of the Southeast $\frac{1}{4}$ of Section 27, Township-29-North, Range-21-West; Thence N $88^{\circ}35'10''$ W along the North line of the Southeast $\frac{1}{4}$ of said Section 27, 1325.81 feet to the Northeast corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 27 for a point of beginning, said point also being the Northwest corner of Oak Knolls 1st addition, a subdivision in Greene County, Missouri; Thence S $0^{\circ}52'22''$ W along the West line of said Oak Knolls, 670.16 feet to the Northeast corner of Lot 29 in Cinnamon on the Hill 1st Addition, a subdivision in said Greene County; Thence N $89^{\circ}32'54''$ W, 135.53 feet to the Northwest corner of said Lot 29; Thence N $0^{\circ}34'07''$ E, 16.79 feet; Thence N $86^{\circ}40'05''$ W, 227.82 feet to the Northwest corner of Lot 31 in said Cinnamon on the Hill 1st Addition; Thence N $3^{\circ}19'55''$ E, 20.00 feet to the Northeast corner of Lot 32 in said Cinnamon on the Hill 1st Addition, Thence N $86^{\circ}40'05''$ W, 293.27 feet to a point N $0^{\circ}20'46''$ E, 20.03 feet from the Southeast corner of Lot 1 in said Cinnamon on the Hill First Addition; Thence N $0^{\circ}20'46''$ E, 264.97 feet to the Northeast corner of Lot 2 in said Cinnamon on the Hill 1st Addition; Thence N $87^{\circ}50'08''$ W, 150.00 feet to the Northwest corner of said Lot 2; Thence N $19^{\circ}47'02''$ W, 138.93 feet to the Northernmost corner of Lot 3 in said Cinnamon on the Hill 1st Addition; Thence N $31^{\circ}49'10''$ W, 60.00 feet; Thence S $58^{\circ}10'50''$ W, 209.32 feet to a point of curve; Thence on a curve to the left whose chord bears S $53^{\circ}34'29''$ W, having a central angle of $9^{\circ}12'42''$, a radius of 245.26 feet, an arc distance of 39.43 feet to the Northeast corner of Lot 6 in said Cinnamon on the Hill First Addition; Thence N $41^{\circ}01'52''$ W and leaving said curve, 332.06 feet to the West line of said $\frac{1}{4}$ $\frac{1}{4}$, said line also being the East line of Eastwood Hills, a subdivision in the City of Springfield, Green County, Missouri; Thence N $0^{\circ}49'39''$ E along the West line of said $\frac{1}{4}$ $\frac{1}{4}$, 103.52 feet to the Northwest Corner of said $\frac{1}{4}$ $\frac{1}{4}$; Thence S $86^{\circ}55'34''$ E along the North line of the Southeast $\frac{1}{4}$ of said Section 27, 1316.61 feet to the point of beginning, all being in Greene County, Missouri and containing 13.34 acres, more or less, all of which has been subdivided and platted as follows:

Lots 1 through 34 and all common areas and open areas shown on the final plat of Cinnamon on the Hill 2nd Addition, recorded in Book JJ at Page 56 of the records of the Recorder of Deeds of Greene County, Missouri.

All common areas, open areas and open spaces as shown on any of the above final plats.

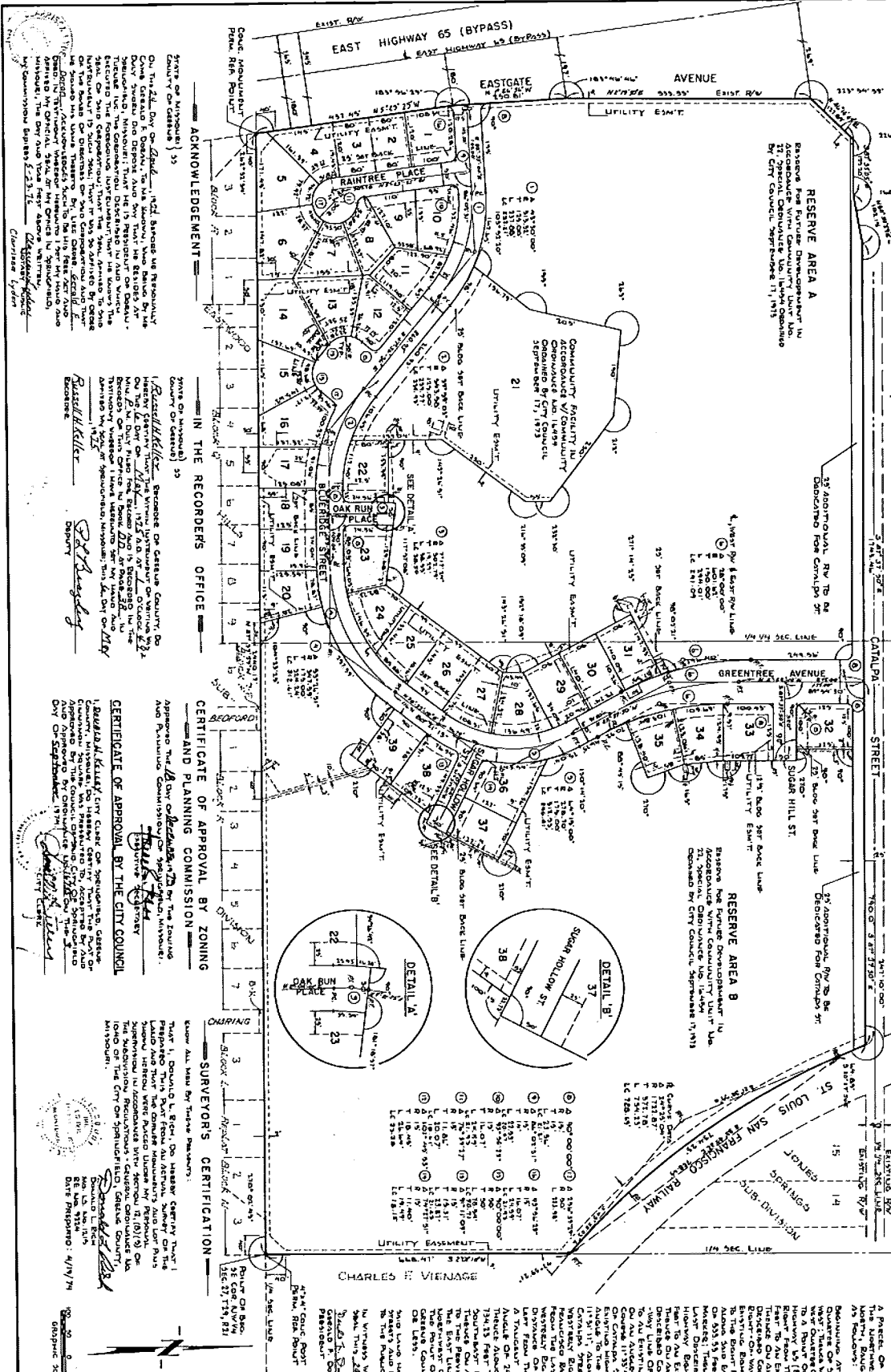
EXHIBIT "B"

The Following Final Plats for Cinnamon Square and Cinnamon on the Hill Subdivision, located in the City of Springfield, Greene County, Missouri are set forth in this Exhibit B:

1. The Final Plat for Cinnamon Square, and the Final Plats for 1st Through 11th Additions of Cinnamon Square, and
2. The Final Plat for Cinnamon on the Hill, and the Final Plats for 1st and 2nd Additions of Cinnamon on the Hill

CINNAMON SQUARE

FINAL PLAN OF



DESCRIPTION

A Parcel of Land located in the Fourth Half of Section 27, Township 39 North, Range 21 West, Meridian 10 West, is hereby divided into 38 lots as follows:

RESERVE AREA A

Reserve Area A is a parcel of land located in the Northwest Quarter of Section 27, Township 39 North, Range 21 West, Meridian 10 West, and is to be divided into 11 lots as follows:

RESERVE AREA B

Reserve Area B is a parcel of land located in the Southeast Quarter of Section 27, Township 39 North, Range 21 West, Meridian 10 West, and is to be divided into 27 lots as follows:

ACKNOWLEDGEMENT

On this 21st day of August, 1974, I, the undersigned, Clerk of the Circuit Court of the State of Missouri, do hereby certify that the foregoing plat of Cinnamon Square, as shown on the attached map, was duly recorded in the office of the Recorder of Deeds for the County of St. Louis, Missouri, on this 21st day of August, 1974, at 10:00 o'clock in the morning.

Clarence Lyden
Clerk of the Circuit Court

IN THE RECORDERS OFFICE

Approved by the Recorder of Deeds for the County of St. Louis, Missouri, on this 21st day of August, 1974, at 10:00 o'clock in the morning.

Clarence Lyden
Recorder of Deeds

CERTIFICATE OF APPROVAL BY ZONING AND PLANNING COMMISSION

Approved by the Board of Zoning and Planning Commission for the County of St. Louis, Missouri, on this 21st day of August, 1974, at 10:00 o'clock in the morning.

Clarence Lyden
Chairman

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

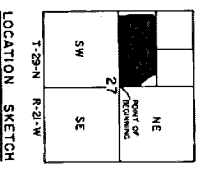
Approved by the City Council of the City of St. Louis, Missouri, on this 21st day of August, 1974, at 10:00 o'clock in the morning.

Clarence Lyden
Mayor

SURVEYORS CERTIFICATION

I, the undersigned, do hereby certify that the foregoing plat of Cinnamon Square, as shown on the attached map, was prepared by me or under my direct supervision and that I am a duly licensed surveyor in the State of Missouri.

Clarence Lyden
Surveyor



Scale: 1" = 200'

Date Prepared: 4/19/74

Prepared by: [Signature]

Checked by: [Signature]

Drawn by: [Signature]

Checked by: [Signature]

Drawn by: [Signature]

CINNAMON SQUARE TENTH ADDITION

FINAL PLAN

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N 27° 30' 00" W

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BUILDING SCHEDULE			
BLDG'S	No. of UNITS	RESIDING	SALES
1-5	2	10	20
6-7	2	10	20
8-9	2	10	20
10-11	2	10	20
12-13	2	10	20
14-15	2	10	20
16-17	2	10	20
18-19	2	10	20
20-21	2	10	20
22-23	2	10	20
24-25	2	10	20
26-27	2	10	20
28-29	2	10	20
30-31	2	10	20
32-33	2	10	20
34-35	2	10	20
36-37	2	10	20
38-39	2	10	20
40-41	2	10	20
42-43	2	10	20
44-45	2	10	20
46-47	2	10	20
48-49	2	10	20
50-51	2	10	20
52-53	2	10	20
54-55	2	10	20
56-57	2	10	20
58-59	2	10	20
60-61	2	10	20
62-63	2	10	20
64-65	2	10	20
66-67	2	10	20
68-69	2	10	20
70-71	2	10	20
72-73	2	10	20
74-75	2	10	20
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78-79	2	10	20
80-81	2	10	20
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220-221	2	10	20
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224-225	2	10	20
226-227	2	10	20
228-229	2	10	20
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516-517			

0 21 9 3

FINAL PLAT

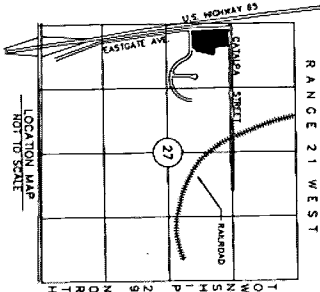
CINNAMON SQUARE 11th ADDITION

Map 3 34 11 18
MAY 11, 1988

A PART OF A PART OF SECTION 27, T18N, R10E, S18W
SHOWING IN THE CITY OF SPRINGFIELD, MISSOURI



DRAWN BY
DOLAN & TURNER, INC.
SPRINGFIELD, MISSOURI 65804



CURVE DATA

1	94.4	2703.841'
2	44.4	3438.811'
3	44.4	3438.811'
4	44.4	3438.811'
5	44.4	3438.811'
6	44.4	3438.811'
7	44.4	3438.811'
8	44.4	3438.811'
9	44.4	3438.811'
10	44.4	3438.811'
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22	44.4	3438.811'
23	44.4	3438.811'
24	44.4	3438.811'
25	44.4	3438.811'
26	44.4	3438.811'
27	44.4	3438.811'

NOTES

- TOTAL AREA - 719 ACRES
- SMALLEST LOT - 10,277 SQ. FT. (LOT 14)
- LARGEST LOT - 23,458 SQ. FT. (LOT 1)
- EXISTING LOT - 10,277 SQ. FT. (LOT 1)
- EXISTING IRON PIN
- BRANDED EXEMPT
- SANITARY SEWER EXEMPT
- DRAINAGE & SANITARY SEWER EXEMPT
- DRAINAGE & UTILITY EXEMPT

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL
I, DONALD H. KELLY, CITY CLERK OF SPRINGFIELD, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF CINNAMON SQUARE 11th ADDITION WAS FILED AND RECORDED ON THIS DATE.

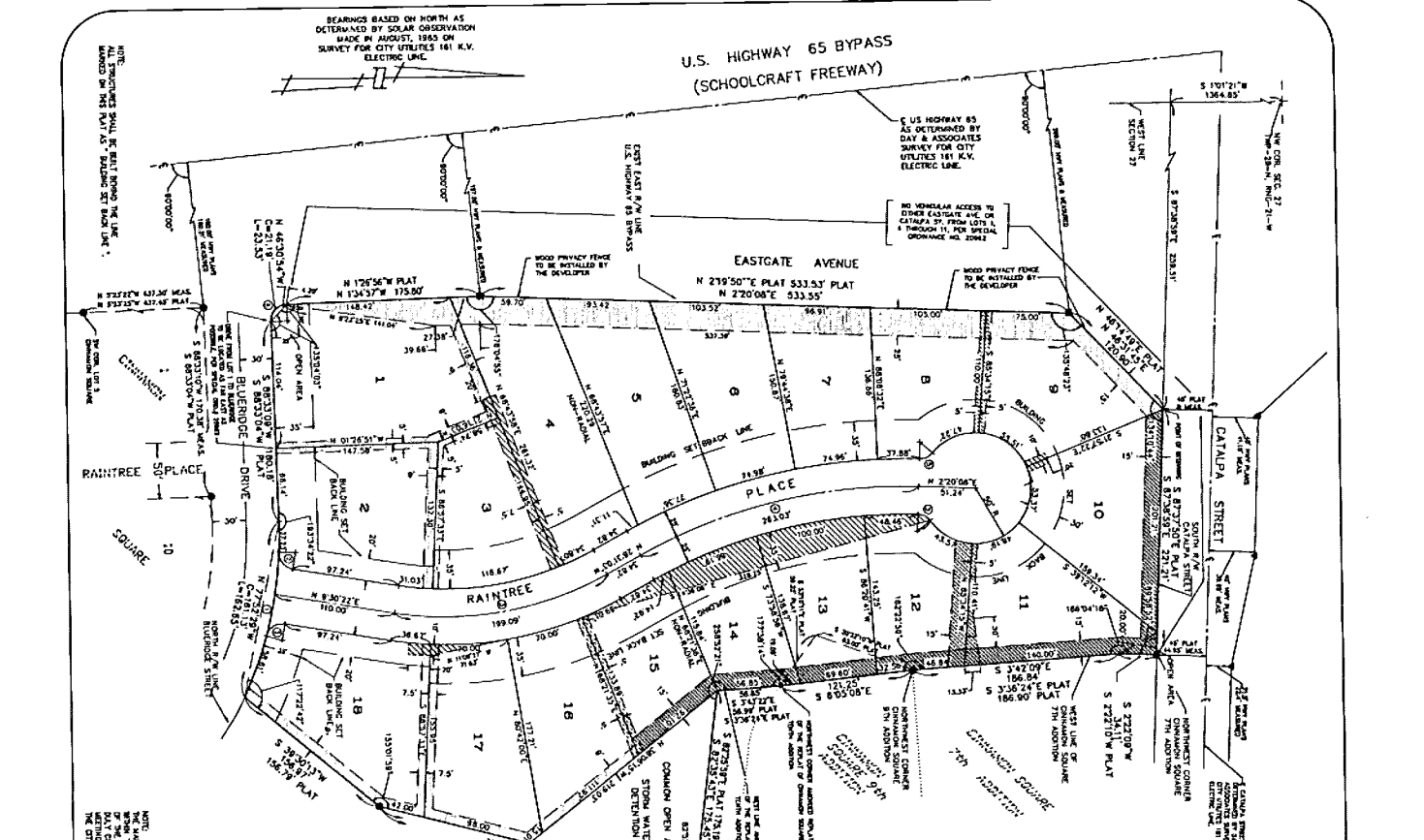
CERTIFICATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION
I, DONALD H. KELLY, CITY CLERK OF SPRINGFIELD, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF CINNAMON SQUARE 11th ADDITION WAS FILED AND RECORDED ON THIS DATE.

CERTIFICATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION
I, DONALD H. KELLY, CITY CLERK OF SPRINGFIELD, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF CINNAMON SQUARE 11th ADDITION WAS FILED AND RECORDED ON THIS DATE.

CERTIFICATE OF APPROVAL BY THE PLANNING & ZONING COMMISSION
I, DONALD H. KELLY, CITY CLERK OF SPRINGFIELD, MISSOURI, DO HEREBY CERTIFY THAT THE PLAT OF CINNAMON SQUARE 11th ADDITION WAS FILED AND RECORDED ON THIS DATE.

PREPARED BY
DOLAN & TURNER, INC.
SPRINGFIELD, MISSOURI 65804

DATE
MAY 11, 1988



BEARINGS BASED ON NORTH AS DETERMINED BY SOLAR OBSERVATION MADE IN AUGUST, 1983 BY SURVEY FOR CITY UTILITIES 161 K.V. ELECTRIC LINE.

ALL ENCLOSURES SHALL BE BUILT TO THE LINE AND SHALL BE MAINTAINED THEREIN BY THE OWNER.

NO VEHICULAR ACCESS TO OR FROM OTHER PLATS OR LOTS THROUGH THIS PLAT EXCEPT AS SHOWN HEREON.

WOOD FENCE TO BE INSTALLED BY THE DEVELOPER.

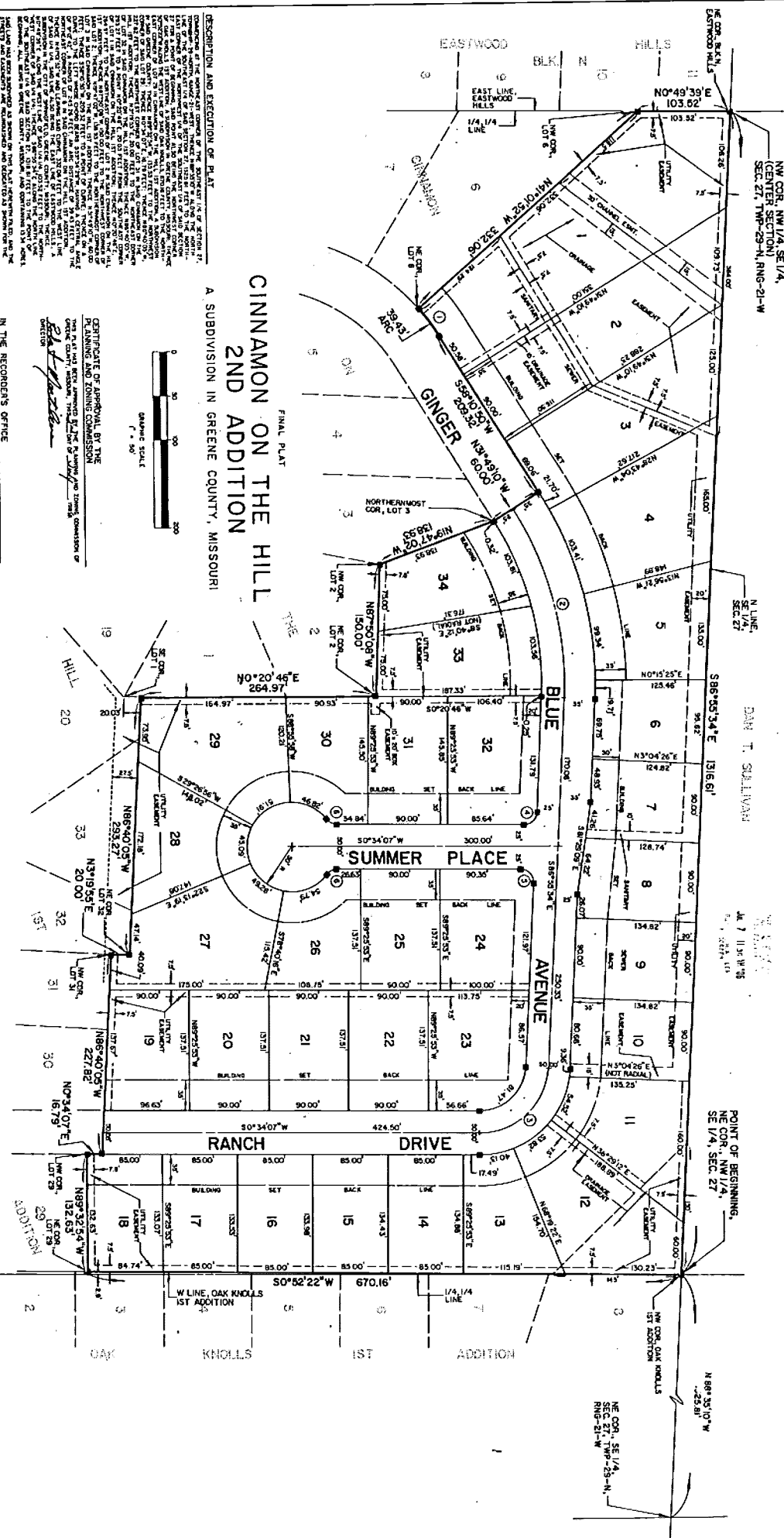
NO VEHICULAR ACCESS TO OR FROM OTHER PLATS OR LOTS THROUGH THIS PLAT EXCEPT AS SHOWN HEREON.

WOOD FENCE TO BE INSTALLED BY THE DEVELOPER.

NO VEHICULAR ACCESS TO OR FROM OTHER PLATS OR LOTS THROUGH THIS PLAT EXCEPT AS SHOWN HEREON.

WOOD FENCE TO BE INSTALLED BY THE DEVELOPER.

U 2 0 4 5 4



**CINNAMON ON THE HILL
2ND ADDITION**
A SUBDIVISION IN GREENE COUNTY, MISSOURI



**CERTIFICATE OF APPROVAL BY THE
PLANNING AND ZONING COMMISSION**

I, the undersigned, being duly sworn, do hereby certify that the above described subdivision is in accordance with the provisions of the Planning and Zoning Ordinance of the City of Springfield, Missouri, and that the same has been approved by the Planning and Zoning Commission of said City.

[Signature]
City Planner

IN THE RECORDER'S OFFICE

I, the undersigned, being duly sworn, do hereby certify that the above described subdivision is in accordance with the provisions of the Recording Act of the State of Missouri, and that the same has been recorded in the public records of said State.

[Signature]
Recorder

OWNER AND SUBDIVIDER

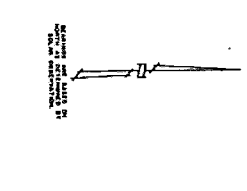
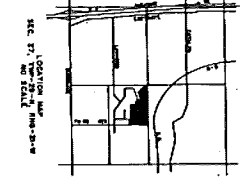
DAY B ASSOCIATES, INC.
LAND SURVEYORS
SPRINGFIELD, MO. 65808

NOTES

1. ALL LOTS ARE TO BE SUBDIVIDED INTO 1/2 ACRE LOTS.
2. THE DISTRICT IS ZONED R-1.
3. THE DISTRICT IS SUBJECT TO THE CITY OF SPRINGFIELD, MISSOURI, PLANNING AND ZONING ORDINANCE.
4. THE DISTRICT IS SUBJECT TO THE CITY OF SPRINGFIELD, MISSOURI, RECORDING ACT.

GENERAL DATA

DATE OF RECORDING: 11/15/1988
RECORDING BOOK: 111
PAGE: 103
RECORDING OFFICE: GREENE COUNTY, MISSOURI



OWNER AND SUBDIVIDER

DAY B ASSOCIATES, INC.
LAND SURVEYORS
SPRINGFIELD, MO. 65808

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OWNER AND SUBDIVIDER

DAY B ASSOCIATES, INC.
LAND SURVEYORS
SPRINGFIELD, MO. 65808

DESCRIPTION AND EXECUTION OF PLAT

CONFORMANCE WITH THE CITY OF SPRINGFIELD, MISSOURI, PLANNING AND ZONING ORDINANCE, AND THE RECORDING ACT OF THE STATE OF MISSOURI, THE UNDERSIGNED, DAY B ASSOCIATES, INC., LAND SURVEYORS, HAS CAUSED THIS PLAT TO BE PREPARED AND RECORDED IN THE PUBLIC RECORDS OF GREENE COUNTY, MISSOURI, AND THE SAME IS HEREBY SUBMITTED TO THE PUBLIC RECORDS OF SAID COUNTY FOR RECORDING.

[Signature]
Day B Associates, Inc.