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REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Cheryl Dawson Spaulding*  
Cheryl Dawson-Spaulding  
Recorder of Deeds

lcunningham

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*(Space above reserved for Recorder of Deeds certification)*

**Title of Document:** Fully Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Cooper Estates

**Date of Document:** July 27, 2022

**Grantor:** Cooper Estates Property Owners Association, Inc.

**Grantee:** Cooper Estates Property Owners Association, Inc.

**Address:** Cooper Estates Property Owners Association  
1162 New Castle Avenue  
Springfield, MO 65802

**Legal Description:** See Pages 5-8

**Reference Book  
& Page:** Book 2013; Page 011135-13

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**FULLY AMENDED AND RESTATED  
DECLARATION  
OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR COOPER ESTATES**

This Fully Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Cooper Estates (the "Declaration") is hereby adopted and authorized by the Cooper Estates Property Owners Association, Inc., a Missouri non-profit corporation (the "Association"), as of the 27<sup>th</sup> day of July, 2022.

**WITNESSETH:**

**WHEREAS**, Cooper Homes, Inc., an Arkansas corporation, recorded a Declaration of Covenants, Conditions, and Restrictions for Cooper Estates, a Planned Development on or about June 25, 1984 (the "Original Covenants"); and

**WHEREAS**, the Original Covenants applied to certain real property located in Greene County, Missouri, *to wit*:

COOPER ESTATES, TRACT I, BLOCK ONE, A SUBDIVISION IN THE CITY  
OF SPRINGFIELD AND IN GREENE COUNTY, MISSOURI

COOPER ESTATES, TRACT I, BLOCK TWO, A SUBDIVISION IN THE CITY  
OF SPRINGFIELD AND IN GREENE COUNTY, MISSOURI;

and

**WHEREAS**, the Original Covenants provided that additional land could be made subject to the Original Covenants; and

**WHEREAS**, after recording the Original Covenants, additional real property located in Greene County Missouri, was made subject to the Original Covenants, *to wit*:

COOPER ESTATES, AMENDED TRACT I, BLOCK ONE;

COOPER ESTATES, AMENDED TRACT I, BLOCK TWO;

COOPER ESTATES, TRACT I, BLOCK THREE;

COOPER ESTATES, TRACT I, BLOCK FOUR;

COOPER ESTATES, TRACT I, BLOCK FIVE;

COOPER ESTATES, TRACT I, BLOCK SIX;

COOPER ESTATES, TRACT I, BLOCK SEVEN;

COOPER ESTATES, TRACT I, BLOCK EIGHT;

COOPER ESTATES, TRACT I, BLOCK NINE, SECOND ADDITION TRACT III,  
BLOCK SEVEN;

COOPER ESTATES, TRACT I, BLOCK TEN;

COOPER ESTATES, TRACT V;

COOPER ESTATES FIRST ADDITION, TRACT I, BLOCK ONE, TRACT II BLOCK  
ONE, TRACT IV, BLOCK ONE;

COOPER ESTATES FIRST ADDITION, TRACT IV, BLOCK ONE;

COOPER ESTATES FIRST ADDITION, TRACT IV, BLOCK ONE, TRACT II, BLOCK  
ONE;

COOPER ESTATES FIRST ADDITION, TRACT IV, BLOCK ONE, TRACT I, BLOCK  
ONE;

COOPER ESTATES FIRST ADDITION, TRACT IV, BLOCK TWO;

COOPER ESTATES FIRST ADDITION, TRACT IV, BLOCK THREE;

COOPER ESTATES FIRST ADDITION, TRACT IV, BLOCK FOUR;

COOPER ESTATES FIRST ADDITION, TRACT IV, BLOCK FIVE, A SUBDIVISION  
IN THE CITY OF SPRINGFIELD AND IN GREENE COUNTY, MISSOURI;

COOPER ESTATES SECOND ADDITION, TRACT II, BLOCK TWO, A  
SUBDIVISION IN THE CITY OF SPRINGFIELD AND IN GREENE COUNTY,  
MISSOURI;

COOPER ESTATES SECOND ADDITION, TRACT II, BLOCK THREE, TRACT III,  
BLOCK TEN, A SUBDIVISION IN THE CITY OF SPRINGFIELD AND IN GREENE  
COUNTY, MISSOURI;

COOPER ESTATES SECOND ADDITION, TRACT II, BLOCK FOUR, A  
SUBDIVISION IN THE CITY OF SPRINGFIELD AND IN GREENE COUNTY,  
MISSOURI;

COOPER ESTATES SECOND ADDITION, TRACT II, BLOCK FIVE;

COOPER ESTATES SECOND ADDITION, TRACT II, BLOCK TWO;

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK ONE;

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK TWO;

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK THREE;

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK FOUR;  
COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK FIVE;  
COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK SIX;  
COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK EIGHT;  
COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK NINE;  
COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK ELEVEN;  
COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK TWELVE;  
COOPER ESTATES, THIRD ADDITION;  
COOPER ESTATES FOURTH ADDITION;  
COOPER ESTATES FIFTH ADDITION;  
COOPER ESTATES SIX ADDITION;  
COOPER ESTATES SEVENTH ADDITION;  
COOPER ESTATES EIGHTH ADDITION;  
COOPER ESTATES NINTH ADDITION; AND  
COOPER ESTATES TENTH ADDITION

All as platted and recorded with the Greene County, Missouri Recorder of Deeds; and

**WHEREAS**, the Original Covenants provided for the creation of the Association with certain powers and duties; and

**WHEREAS**, the Original Covenants provided that amendments to the Original Covenants could be made in accordance with the bylaws of the Association and by the affirmative vote of the members of the Association; and

**WHEREAS**, the Original Covenants also provided that amendments to the Original Covenants could be made by the Developer, as defined in the Original Covenants; and

**WHEREAS**, since the recording of the Original Covenants, the Developer, as defined in the Original Covenants, and the Association have, from time to time, made amendments to the Original Covenants as provided for in the Original Covenants, including, but not limited to the following:

Amendments to the Declaration of Covenants, Conditions, and Restrictions for Cooper Estates, a Planned Development, dated November 20, 1984

Supplemental Declaration of Covenants, Conditions, and Restrictions for Cooper Estates, Third Addition, a Planned Development, dated February 11, 1988

Cooper Estate's Property Owners' Association Rules and Regulations, Declaration of Covenants, Condition and Restrictions, dated March 14, 2013;

and

**WHEREAS**, by affirmative vote of the members of the Association as provided for in the Original Covenants, as amended, and in accordance with the Bylaws of the Association, the owners of Cooper Estates desire to amend the Original Covenants, including any and all previously recorded amendments thereto, by this Declaration;

**NOW THEREFORE**, the owners of Cooper Estates, by and through the affirmative vote of the members of the Association, as provided for in the Original Covenants, as amended, and the Bylaws of the Association, declare that the real property described in Article II of this Declaration is hereby made subject to the provisions of this Declaration, and that all such property is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, conditions, and restrictions hereafter set forth, which are covenants running with the land and which shall be binding on all present and future owners of all such property.

## **ARTICLE I DEFINITIONS**

In addition to other definitions provided in this Declaration, and except where it is clear from context that a different meaning is intended, the following terms shall have the meanings set forth below:

1. **"Assessment"** means amounts owed by Owners to the Association, as determined by the Association in accordance with this Declaration and the Bylaws of the Association, for the payment of Common Expenses.
2. **"Association"** means the Cooper Estates Property Owners Association, Inc.
3. **"Board,"** or **"Association Board"** means the Board of Directors for the Association.
4. **"Common Area"** means all real property, including improvements and fences thereon, owned by the Association or otherwise designated on the various final plats and intended for the common use and enjoyment of the Owners.
5. **"Common Expense"** means all expenses incurred by the Association for the maintenance, repair, replacement, operation, management, and administration of the Subdivision and the Association. Expenses that are the responsibility of any Owner may be paid by the Association as a Common Expense and charged to the responsible Owner as a Personal Charge.
6. **"Common Property"** means property owned by the Association and intended by the Association for the common use and enjoyment of the Owners and includes the Common Areas.
7. **"Member"** means all Persons who are members of the Association.

8. **"Occupant"** means any Person residing in or occupying a Unit.
9. **"Owner"** means any Person owning a Unit and/or a Lot in the Subdivision. "Owner" does not include any Person who holds an interest in any Unit or 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.
10. **"Person"** means a natural individual or any other legal entity with the right to hold title to real property.
11. **"Personal Charge"** means any expense or charge for which an Owner is liable that is not a Common Expense.
12. **"Service Way"** means an improved drive on the Common Areas providing access from the street to a number of units, maintained by the Association.
13. **"Subdivision"** means all the real property subject to this Declaration and any improvements now existing or hereafter constructed on any of that real property.
14. **"Unit"** means any residential structure in the Subdivision. The tract of land on which a residence is located or upon which a residence may be constructed is a **"Lot"**. Some Units are constructed on Lots owned by the Association and in those cases, the Unit includes the "footprint" of the residence and an exclusive easement, which is hereby granted by the Association to each owner of any such Unit, for the roof overhang of the Unit onto the Lot and a driveway across the Lot for ingress and egress from the Unit to the street. In the event that any such easement for ingress and egress is encumbered by a mortgage or other lien, that mortgage or other lien shall be subordinate to the ingress and egress rights of any other Owner. Each Owner shall maintain the driveway from the street or service way to its Unit and any walk to its Unit.
15. **"Utility Easements"** shall mean those areas of land designated for such purposes on any recorded plat for the Subdivision and areas designated for such purposes by this Declaration.

## ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

The existing real property, which is, and which shall be held, transferred, sold, conveyed, hypothecated, encumbered, and occupied subject to this Declaration is located and situated in the City of Springfield, Greene County, Missouri, *to wit*:

All real property located in the Cooper Estates Subdivision, a Planned Development located in Springfield, Greene County Missouri, as platted and recorded with the Greene County, Missouri Recorder of Deeds according to those certain plats, more particularly set forth below:

COOPER ESTATES TRACT I, BLOCK ONE, FINAL PLAT DATED JULY 2, 1984

COOPER ESTATES TRACT I, BLOCK ONE, AMENDED FINAL PLAT DATED JULY 9, 1985

COOPER ESTATES TRACT I, BLOCK TWO, FINAL PLAT DATED JULY 2, 1984

COOPER ESTATES TRACT I, BLOCK TWO, AMENDED FINAL PLAT DATED JULY 9, 1985

COOPER ESTATES, TRACT I, BLOCK FOUR, FINAL PLAT DATED NOVEMBER 14, 1985

COOPER ESTATES TRACT I, BLOCK FIVE, FINAL PLAT DATED JUNE 12, 1985

COOPER ESTATES TRACT I, BLOCK SIX, FINAL PLAT DATED JUNE 12, 1985

COOPER ESTATES TRACT I, BLOCK SEVEN, DATED NOVEMBER 1, 1985

COOPER ESTATES TRACT I, BLOCK 8, FINAL PLAT DATED FEBRUARY 24, 1987

COOPER ESTATES TRACT I, BLOCK NINE, SECOND ADDITION TRACT III, BLOCK SEVEN, FINAL PLAT DATED MAY 29, 1986

COOPER ESTATES TRACT I, BLOCK TEN, FINAL PLAT DATED SEPTEMBER 30, 198()<sup>1</sup>

COOPER ESTATES, TRACT V, FINAL PLAT DATED DECEMBER 22, 1986

COOPER ESTATES FIRST ADDITION TRACT I, BLOCK ONE, TRACT II, BLOCK ONE, TRACT IV, BLOCK ONE, FINAL PLAT DATED JULY 25, 1985

COOPER ESTATES FIRST ADDITION TRACT IV, BLOCK ONE FINAL PLAT DATED JULY 25, 1985

COOPER ESTATES FIRST ADDITION TRACT IV, BLOCK ONE, TRACT II, BLOCK ONE, FINAL PLAT DATED JULY 25, 1985

COOPER ESTATES FIRST ADDITION TRACT II, BLOCK ONE, TRACT I, BLOCK ONE, FINAL PLAT DATED JULY 25, 1985

COOPER ESTATES FIRST ADDITION TRACT IV, BLOCK TWO, FINAL PLAT DATED MAY 29, 1986

COOPER ESTATES FIRST ADDITION, TRACT IV, BLOCK THREE, FINAL PLAT DATED SEPTEMBER 25, 1986

COOPER ESTATES FIRST ADDITION TRACT IV, BLOCK 4, FINAL PLAT DATED JULY 23, 1986

COOPER ESTATE FIRST ADDITION TRACT IV, BLOCK FIVE, FINAL PLAT DATED SEPTEMBER 25, 1986

COOPER ESTATES SECOND ADDITION, TRACT II, BLOCK 2, FINAL PLAT DATED SEPTEMBER 25, 1986

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<sup>1</sup> The recorded Plat date is not legible; a copy is available from the Association upon request.



COOPER ESTATES SECOND ADDITION, TRACT II, BLOCK 3, FINAL PLAT  
DATED OCTOBER 5, 1987

COOPER ESTATES SECOND ADDITION, TRACT II, BLOCK 4, FINAL PLAT  
DATED MARCH 2, 1988

COOPER ESTATES SECOND ADDITION, TRACT II, BLOCK 5, FINAL PAT DATED  
MARCH 2, 1988

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK ONE, FINAL PLAT  
DATED JANUARY 31, 1986

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK 2, FINAL PLAT  
DATED JANUARY 31, 1986

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK THREE, FINAL PLAT  
DATED MAY 29, 1986

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK 4, FINAL PLAT  
DATED MAY 29, 1986

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK 5, FINAL PLAT  
DATED AUGUST 15, 1986

COOPER ESTATES SECOND ADDITION, TRACT III, BOCK SIX, FINAL PLAT  
DATED MAY 29, 1986

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK 8, FINAL PLAT  
DATED FEBRUARY 24, 1987

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK 9, FINAL PLAT  
DATED OCTOBER 5, 1987

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK 11, FINAL PLAT  
DATED JANUARY 9, 1988

COOPER ESTATES SECOND ADDITION, TRACT III, BLOCK 12, FINAL PLAT  
DATED JULY 13, 1988

COOPER ESTATES THIRD ADDITION FINAL PLAT DATED MARCH 29, 1988

COOPER ESTATES FOURTH ADDITION, FINAL PLAT DATED MAY 12, 1988

COOPER ESTATES FIFTH ADDITION, FINAL PLAT DATED MAY 11, 1989

COOPER ESTATES SIXTH ADDITION, FINAL PLAT DATED JULY 13, 1989

COOPER ESTATES SEVENTH ADDITION FINAL PLAT DATED APRIL 24, 1990

COOPER ESTATES EIGHTH ADDITION, FINAL PLAT DATED DECEMBER 23  
1994

COOPER ESTATES NINTH ADDITION, FINAL PLAT DATED MARCH 26, 1990

COOPER ESTATES TENTH ADDITION, FINAL PLAT DATED NOVEMBER 24,  
1992

### **ARTICLE III THE ASSOCIATION**

#### **Section 1: General Powers and Duties**

The Association shall have all powers and duties set forth in this Declaration, the Association Bylaws, all applicable laws and regulations, and all other lawful powers and duties deemed by the Association Board as advisable or necessary to carry out the Association's purposes, including, but not limited to, the obligation and duty to maintain the Common Property. Voluntary dissolution of the Association shall occur with the prior written consent of the City of Springfield, Missouri, and a two-thirds (2/3) majority vote of all property owners. In the event of dissolution, all property located in the subdivision shall still be bound by this Declaration and any rules and regulations adopted by the Association prior to dissolution.

#### **Section 2: Specific Powers and Duties**

Without limitation of the foregoing General Powers and Duties set forth in Article III, Section 1 of this Declaration, the Association Board is expressly authorized, in its discretion and on behalf of the Owners, to do any or all of the following:

1. to adopt, amend, publish, and enforce reasonable rules and regulations for the use, maintenance, occupancy, and improvement of all property of any kind located in the Subdivision;
2. to adopt, amend, publish, and enforce reasonable rules and regulations for the use, maintenance, occupancy, and improvement of all Common Property;
3. to obtain legal, accounting, contracting, and other professional services necessary or desirable for the operation and maintenance of the Subdivision and the Association;
4. to obtain insurance coverage for the Common Property as the Association Board determines is necessary, desirable, or advisable, and to also obtain insurance against any loss, of any kind whatsoever, as the Association Board determines is necessary, desirable, or advisable;
5. to levy, collect, and enforce Assessments and Personal Charges in the manner provided in this Declaration;
6. to hire an independent public accountant to conduct an external audit of the accounts and financial records of the Association at least every third (3rd) year beginning as of the date of this Declaration;
7. to open and maintain banking accounts that the Association Board determines are necessary or desirable for the operation and maintenance of the Subdivision and the

- Association;
8. to repair, maintain, replace, or improve the Common Property as the Board determines is necessary or desirable and to acquire equipment, materials, supplies, personnel, or equipment in connection therewith;
  9. to contract for and/or hire a management agent to carry out day-to-day operations of the Subdivision and the Association; and
  10. to do all other lawful things or acts deemed by the Association Board to be necessary, desirable, or appropriate for the administration, operation, and maintenance of the Subdivision and the Association.

### **Section 3: Limited Liability of the Association Board**

Neither the Association Board nor its members shall be responsible for any acts or omissions unless such acts or omissions constitute willful misconduct by the Association Board or a member thereof. The duty of the Association to maintain and repair the Common Property notwithstanding, neither the Association Board nor its members shall be liable for any injury or damage suffered by any person or property occurring in, on, or around the Subdivision.

## **ARTICLE IV ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

### **Section 1: Membership**

Each Owner shall be a Member of the Association and shall remain a Member until the Owner ceases to own any Units/Lots in the Subdivision, at which time, such previous Owner's membership in the Association shall automatically terminate. If an Owner's ownership interest in a Unit/Lot is transferred to another Person, that Person shall, upon transfer of the ownership interest, automatically become a Member of the Association.

### **Section 2: Voting Rights**

Each Member shall be entitled to one vote for each Lot owned by the Member, or in the case of Owners who do not own the Lot on which their Unit is located, for each Unit owned by the Member. If more than one Person owns a Lot or Unit, the vote for each such Lot or Unit shall be cast as those Persons, among themselves, may determine, but in no event shall more than one vote be cast with respect to any Lot or Unit.

## **ARTICLE V THE ASSOCIATION BOARD**

The Association Board shall be comprised of five (5) Persons elected by the Association in accordance with the relevant provisions of this Declaration and the Association's Bylaws. No Person may serve as a member of the Association Board unless that Person has owned and resided at a Unit/Lot in the Subdivision for at least one (1) year prior to being elected as a member of the Association Board. Each member of the Association Board shall serve for an initial term of three (3) years, and no member of the Association Board may serve more than two (2) consecutive terms. After serving two (2) consecutive terms, a member of the Association Board must wait at least

three (3) years before reelection to the Association Board. During the term of his/her tenure as a member of the Association Board, each member agrees that s/he shall:

1. reside within the Subdivision at least ten (10) months of each calendar year;
2. attend at least eighty (80%) of the Association Board meetings;
3. attend scheduled executive sessions for the purpose of addressing any issues related to the administration, operation, and maintenance of the Subdivision and the Association.

Meetings of the Association Board, other than executive sessions, which may be convened from time to time as the Association Board deems necessary and without notice to the Members, shall be determined and duly communicated by the Association Board.

## **ARTICLE VI COMMON PROPERTY**

### **Section 1: Ownership by Association**

All property owned or acquired by the Association shall be Common Property for the use and benefit of the Owners, unless specifically intended otherwise. Except as otherwise provided in this Declaration, any expense of acquisition, ownership, administration, maintenance, operation, repair, or replacement of Common Property shall be a Common Expense, unless the Common Property is damaged by an Owner or a guest, invitee, or lessee of an Owner, in which case the cost of repair or replacement shall be a Personal Charge to that Owner.

### **Section 2: Enjoyment of Common Property**

Every Owner shall have a nonexclusive right to enjoyment of and use of the Common Property, and such right shall pass with the title to every Unit and Lot, subject to the following provisions:

- A. The Association may charge reasonable admission fees and other fees for the use of any Common Property.
- B. The Association may suspend, for a period of up to sixty (60) days, the use of Common Property by any Owner if the Owner violates the terms of this Declaration or any Rules and Regulations imposed by the Association.
- C. The Association may limit the Common Property which may be used by guests of Owners.
- D. The Association may impose reasonable conditions, pursuant to which Common Property is used by Owners.
- E. The general public, including commercial and private persons, shall have the right to utilize, as necessary for permitted purposes, the gated entrances and streets in the Subdivision, subject to the Rules and Regulation adopted by the Association. Common Areas designated or indicated on the Subdivision plat are not dedicated for use by the general public, but rather, are reserved for the common use and enjoyment of the Owners.

### **Section 3: Transfer of Rights**

An Owner may transfer its right to enjoy and use the Common Property to a lessee by a written lease agreement, provided that: (1) the lessee occupies the Unit/Lot owned by the Owner; (2) a copy of the written lease agreement is given to the Association upon request and without delay; and (3) the lease complies with Article XI. Regardless of whether an Owner transfers its right to enjoyment and use of the Common Property to a lessee, the Owner shall remain liable for any violation of this Declaration by the lessee and for any damage to any person or property caused, in whole or in part, by the lessee, including any guests, invitees, agents, or employees of the lessee. During the term of any written lease whereby an Owner's right to enjoy or use the Common Property is transferred, the lessee's right to so enjoy or use the Common Property shall be in lieu of any such right by the Owner.

## **ARTICLE VII COVENANT FOR MAINTENANCE ASSESSMENTS**

### **Section 1: Purpose of Assessments**

Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of Owners and Occupants in the Subdivision, and particularly for the acquisition of Common Property and the improvement, maintenance, repair, and replacement of Common Property, including, but not limited to, the payment of taxes and insurance therefor and the cost of labor, equipment, materials, management, and supervision thereof. Assessments may also be levied for the maintenance of roads, streets, sidewalks, and similar improvements in the Subdivision, even if some or all of them have been dedicated to the public.

### **Section 2: Creation of Lien**

Each owner of any Lot or Unit, by acceptance of a deed therefore, 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 attorneys' 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 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 became due. The personal obligation for delinquent Assessments shall not pass to any Owner's successors in title unless expressly assumed by them, but, nevertheless, the lien arising by reason of such Assessment shall continue to be a charge and lien upon the land and property as herein provided.

### **Section 3: Maximum Annual Assessment**

Annual Assessments may be increased each year by a vote of the Association Board and

without a vote of the Membership, provided, however, that an annual Assessment may not be increased by more than twenty percent (20%) above the annual Assessment for the previous year. Unless the annual Assessment is raised by a vote of the Association Board, the annual Assessment in any given year shall be the same as the annual Assessment in the immediately preceding year. The Association Board may, at any time, lower the amount of the annual Assessment.

#### **Section 4: Special Assessments**

In addition to the annual Assessments provided for in Article VII, Section 3, the Association may levy, in any year, a special Assessment. The purpose of a special Assessment shall be for capital improvement to any Common Property, or providing in whole or in part, for the cost of any reconstruction, repair, replacement, or maintenance of a capital improvement to any Common Property, including any fixtures and personal property located on any Common Area. Any special Assessment shall require an affirmative vote of the majority of the Members of the Association. Written notice of any meeting of the Membership called for the purpose of making any special Assessment shall be sent to all Members not less than thirty (30) days and no more than sixty (60) days in advance of the meeting. The presence of a majority of the Members and/or Members and proxies of Members entitled to vote shall constitute a quorum. If a quorum is not present, another meeting may be called, subject to the notice requirements of this Article VII Section 4; the required quorum for any subsequent meeting shall be one-half of the required quorum at the immediately preceding meeting.

#### **Section 5: Dates of Commencement of Assessments**

Annual Assessments will be due and payable on the 1st of January each year, provided, however, that each Owner may elect to pay his/her/its annual Assessment in twelve equal monthly instalments, with each such payment due on or before the 1st day of each month during the calendar year, commencing on January 1st and continuing each month thereafter for the remainder of the year. Written notice of the annual Assessment shall be sent to every Owner. The due date of any special Assessment shall be fixed in the resolution authorizing such assessment and may also be payable monthly within the discretion of the Association Board. The Association Board shall, upon demand and for which a reasonable charge may be imposed, furnish a certificate signed by an officer of the Association Board setting forth whether the Assessments on a specific Lot or Unit have been paid.

#### **Section 6. Remedies of the Association.**

Each Owner shall be deemed to covenant and agree to pay to the Association the Assessments provided for herein and each Owner 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 agrees to pay the Association's reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against said Owner. In the event of a default in payment of any Assessment when due, the Assessment shall be deemed delinquent, and shall bear interest at the

rate of eighteen percent (18%) per annum. The Association may enforce any obligation arising from these Declarations, including, but not limited to, the obligation to pay Assessments in any manner provided by law or in equity.

(a) **Enforcement by Suit.** The Association Board may cause a suit to be commenced and maintained in the name of the Association against any Owner to enforce any Assessment obligation. Any judgment rendered in any such action shall include the amount of the delinquency, together with interest thereon at the rate of eighteen percent (18%) per annum from the date of delinquency, court costs, and reasonable attorneys' fees in such amount as the court may adjudge against the delinquent Owner.

(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 Unit and Lot within the Subdivision to secure payment to the Association of any and all Assessments levied against any Owner, together with interest thereon at the rate of eighteen percent (18%) 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 attorneys' fees. At any time within thirty (30) days after the occurrence of any default in the payment of any Assessment, the Association or any authorized representative may, but shall not be required to, make a written demand for payment from the defaulting Owner on behalf of the Association. Each default in the payment of any Assessment shall constitute a separate basis for a demand or claim of lien, but any number of defaults may be included within a single demand or claim of 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 of lien on behalf of the Association against the Unit or Lot of the defaulting Owner. Such a claim of lien shall be executed and acknowledged by an officer of the Association, and shall contain substantially the following information:

- (i) The name of the delinquent Owner;
- (ii) The legal description or street address of the Unit or Lot against which the claim of lien is made;
- (iii) The total amount due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees; and
- (iv) A statement that the claim of lien is made by the Association pursuant to this Declaration and that a lien is claimed against the Unit or Lot in an amount equal to the amount stated.

Upon (1) recordation of the duly executed original or copy of such a claim of lien, and (2) mailing a copy thereof to the Owner, the lien claimed thereon shall immediately attach and become effective in favor of the Association as a lien upon the Unit or Lot against which the Assessment was levied. The lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, excepting only tax liens for real property taxes on any Unit or Lot, assessments on any lot in favor of any municipal or other governmental assessing unit, and liens that are specifically described in Article VII, Section 7. Any lien for Assessments may be foreclosed by appropriate action in court or in the

manner provided by law for the foreclosure of a deed of trust, 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 the Members. The Association may acquire, hold, lease, mortgage, and convey any such Unit or Lot. In the event of such foreclosure, by action in court or by power of sale, reasonable attorneys' fees, court costs, title search fees, interest, and all other costs and expenses shall be allowed to the Association. Each Owner, by becoming an Owner in the Subdivision, hereby expressly waives any objection to the enforcement and foreclosure of any lien in the manners set forth herein.

#### **Section 7. Subordination of the Lien to Mortgages.**

Any lien for Assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit or Lot shall not affect the Assessment lien. The sale or transfer of any Unit or Lot pursuant to any mortgage foreclosure shall not extinguish the lien of any Assessment. No sale or transfer shall relieve any Unit or Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

#### **Section 8: Exempt Property**

The following property subject to this Declaration shall be exempt from the Assessments created herein: (a) all properties dedicated to and accepted by a local authority; (b) the Common Areas; (c) utilities; and (d) utility easements and all other easements.

### **ARTICLE VIII PARTY WALLS, ROOF OVERHANG EASEMENTS, AND CHIMNEY ENCROACHMENT EASEMENTS**

#### **Section 1: Party Walls**

The following provisions shall apply to Party Walls, as hereinafter defined, within the Subdivision:

1. A wall built between Units or placed on the property line between Lots shall constitute a Party Wall provided that the wall was constructed as a part of the original development of the Unit or Lot.
2. The cost of reasonable repairs and maintenances for any Party Wall shall be shared by the Owners on whose Units or Lots the Party Wall is constructed or abuts, unless an Owner, or its guests, invitees, or lessees caused damage to the Party Wall necessitating such repair or maintenance.
3. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner on whose Unit or Lot the Party Wall is constructed or abuts may restore it and thereafter be entitled to contribution from all other Owners on whose Units or Lots the Party Wall is constructed or abuts. The right of an Owner to seek contribution from any other Owner as provided for in this Article VIII, Section 1, Paragraph 3 shall be appurtenant to, and a covenant running with, the land and shall pass to any such Owners' successors in title.



## **Section 2: Roof Overhang Easements**

In any case where as a part of the original construction of a Unit, the roof or roof overhang extends on or over a Party Wall, an adjoining Lot, or any portion of a Common Area, the Owner of the Unit and its heirs, successors, and assigns is hereby granted and does hereby have a continuing easement over and across the affected Party Wall, adjoining Lot, or portion of the Common Area for the support, permissive use, maintenance, and replacement of the roof and roof overhang, provided, however, under no circumstances shall such roof or roof overhang extend over such Party Wall, Lot, or Common Area more than five (5) feet.

## **Section 3: Chimney Encroachment Easements**

In any case where as a part of the original construction of a Unit, a chimney shall encroach upon a Party Wall, an adjoining Lot or Unit, or an adjoining Common Area, the Owner of the Unit with the encroaching chimney and its heirs, successors, and assigns is hereby granted and does hereby have a continuing easement over and across the affected Party Wall, adjoining Lot or Unit, or adjoining Common Area for the support, permissive use, maintenance, and replacement of the chimney, provided, however, under no circumstances shall such chimney extend over such Party Wall, Lot, or Common Area more than five (5) feet.

## **ARTICLE IX ARCHITECTURAL CONTROL COMMITTEE**

No structure, whether residence, accessory building, mailbox, awning, swimming pool, fence, wall, lot, drainage works, exterior area lighting, or any other improvement whatsoever shall be constructed, reconstructed, repaired, or altered on any property in the Subdivision, and no alteration to the exterior of any structure located in the Subdivision shall be undertaken unless complete plans, specifications, and plot plans showing the exterior design, height, building materials, and color scheme thereof, the location of the structure on the lot plotted horizontally and vertically, and the location of all driveways and fencing, until the plans, specifications, and plot plans are approved in writing by the Architectural Control Committee and a copy of such plans, specifications, and plot plans as approved are deposited with the Architectural Control Committee. The Architectural Control Committee shall exercise its best judgment so that all improvements, construction, landscaping, structures, and alterations on any property in the Subdivision conforms to and harmonizes with the aesthetics of the Subdivision, including, but not limited to, the existing surroundings, structures, and topography.

The Architectural Control Committee shall be composed of three (3) or more Members appointed by the Association Board. Neither the Association Board nor the Architectural Control Committee shall be liable for damages of any kind suffered by any Person who submits plans, specifications, or plot plans for approval by reason of any action, failure to act, approval or disapproval, or failure to approve or disapprove the plans, specifications, or plot plans. In the event the Architectural Control Committee fails to approve or disapprove or recommend changes to any plans, specifications, or plot plans submitted to it for review within thirty (30) days the plans, specifications, or plot plans will be deemed approved.

## **ARTICLE X MAINTENANCE**

### **Section 1: Obligation to Maintain**

Every Owner, at the Owner's sole cost and expense, shall maintain the Unit(s) or Lot(s) s/he/it owns in compliance with the terms of this Declaration and all applicable laws, ordinances, regulations, and directions of governmental authorities. Every Owner, at the Owner's sole cost and expense, shall keep the Unit(s) or Lot(s) s/he/it owns in clean, sanitary, and good order, and in the same or similar condition as the rest of the Subdivision. No Owner shall create or suffer any nuisances on any Unit or Lot s/he/it owns, nor shall any Owner hamper, disturb, or interfere with any other Owner in the Subdivision. The Association Board in its sole discretion shall have the right to determine the existence of any nuisance, hinderance, disturbance, or interference and, for the purposes of this Declaration, such determination shall be conclusive.

### **Section 2: Failure to Maintain**

If any Owner fails to fulfill the obligation to maintain as set forth in Article X, Section 1, the Association may after written notice to the Owner, perform maintenance as necessary to bring the Owner's Unit(s) or Lot(s) into compliance with Article X, Section 1. The cost of any such maintenance shall be a Personal Charge and shall be charged against the Lot or Unit upon which the maintenance was performed. If the Personal Charge for maintenance is not paid prior to the date of the Annual Assessment, then the cost shall become a part of the Owner's Annual Assessment and shall be a lien upon the Lot or Unit until paid, subject, however, to any prior lien by reason of a first mortgage or first deed of trust. The provisions of this Article X, Section 2 notwithstanding, the Association shall have no obligation to perform any maintenance required to be performed by an Owner.

## **ARTICLE XI USE AND OCCUPANCY OF UNITS AND LOTS**

### **Section 1: Occupancy**

All Units and Lots shall be used, improved, and devoted exclusively as a single-family dwelling. No structure whatsoever shall be erected, placed, or permitted to remain on any Lot except a detached single-family dwelling, approved by the Architectural Committee. Boarding or renting all or portions of any dwelling is not allowed in the Subdivision unless the term of the lease is at least one (1) year. No Owner is permitted to rent, lease, or otherwise loan any Unit or Lot except as provided for in this Declaration. Short-term rentals (defined as those with a term of less than one (1) year) are strictly prohibited. All Units and Lots shall be used in compliance with the rules and regulations adopted by the Association.

### **Section 2: Use for Business Prohibited**

No business may be conducted within the Subdivision that requires prospects, customers, employees, agents, sub-contractors, or other persons who are not Owners to enter the Subdivision in connection with the business. Certain business meetings may be allowed at the clubhouse,

subject to the rules and regulations adopted by the Association Board.

### **Section 3: Remedies for Violations**

If an Owner, or family member, guest, lessee, licensee, or invitee of any Owner, violates the provisions of this Article XI, the Association Board may issue a written "Notice of Violation," which states the nature of the violation and demands that the violation be immediately terminated and corrected. If the violation is not voluntarily terminated and corrected as demanded, the Association Board shall have the authority to pursue and effect any and all procedures reasonably necessary to remove and/or terminate the violation, including, but not limited to, the right to seek an injunction and damages. All expenses incurred for any such action by the Association Board, including, but not limited to, attorneys' fees and costs, shall be a Personal Charge and shall be charged against the Lot or Unit upon which the violation occurred. If any such Personal Charge is not paid prior to the date of the Annual Assessment, then the cost shall become a part of the Owner's Annual Assessment and shall be a lien upon the Lot or Unit until paid, subject, however, to any prior lien by reason of a first mortgage or first deed of trust.

## **ARTICLE XII UTILITY EASEMENTS, ROADS AND STREETS AND OTHER RESERVATIONS**

### **Section 1: Utility Easements**

The Association, for itself and its successors and assigns, hereby reserves and is given a perpetual, alienable, and releasable blanket easement, privilege and right on, in, over and under all property located in the Subdivision to install, maintain, and use (1) electric, television, telephone, and internet transmission and distribution systems, poles, wires, cables, and conduits and (2) lawn sprinkler and irrigation systems, water mains, water lines, drainage lines and drainage ditches, drainage structures, sewers, and other suitable equipment and structures for drainage and sewage collection and disposal purposes. This easement shall be over and under all other easements, of any kind in the Subdivision, including, but not limited to, private ways, service ways, private lands, and public roads and public streets in place or shown on any plat of the Subdivision and whether such easements are for drainage, utilities, or other purposes. The Association shall acquire no right, title, or interest in or to any poles, wires, cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, in, over, or under the property, which is subject to said privileges, rights and easements. All such easements, including those designated on any plat of the Subdivision, are and shall remain private easements and the sole and exclusive property of the Association. Within these aforesaid easements, no structure, planting, or other material shall be placed by an Owner or permitted to remain that may damage or interfere with the installation and maintenance of any such utilities, or which may change the direction or flow of drainage of water, or which may obstruct or retard the flow of water.

Certain easements for streets have been dedicated and/or are reflected on the record plats of the Subdivision, and persons, firms, or corporations engaged in supplying electricity, gas, telephone, television, internet, water, and other utilities shall have the right to use and occupy those easements for the installation, maintenance, repair, and replacement of those utility services. Other easements, as specified in this Declaration or reflected on the Subdivision plats, for the installation,

maintenance, repair, and replacement of utility services and drainage are reserved. The agents, servants, and employees of any parties giving utility service shall have the right of ingress and egress over and across said easements. No improvements, trees, fences, or other hindrances shall be placed upon any such easement areas in a way that interferes with the operation and maintenance of utility services.

## **Section 2: Streets**

Roads, streets, and Service Ways in the Subdivision (collectively "Streets") not dedicated to the general public are a part of the Common Areas. The Association Board shall be the sole judge as to when Streets, whether dedicated to the public or not, shall be constructed and extended. The Association Board shall make all decisions about improvements to any Street. In the event the Association Board determines it is not economically advisable to extend or improve a Street, it shall have no obligation to do so. The cost of maintenance, improvements, operation, taxes, and other expenses incident to the Streets, regardless of whether dedicated to the public or not, may, in the discretion of the Association Board, be paid from Assessments against each Lot or Unit.

The Association hereby reserves a perpetual, alienable, and releasable blanket easement, privilege, and right in, upon, over, under, and across the Common Areas and all other property in the Subdivision for purposes of constructing, maintaining, and improving any Street it determines to be necessary or desirable in its sole discretion, including, but not limited to, any cutting, grading, leveling, filling, draining, paving, expanding, and constructing of bridges, culverts, ramps, and all other actions or installations it deems necessary or desirable for any Street. The width and locations of the right of way for Streets shall be within the sole discretion of the Association.

## **Section 3: Ownership of Lots**

Certain prior declarations, supplemental declarations, deeds, plats, and other recorded documents, purport to limit, or could potentially be construed as limiting, the ownership of Lots by Owners to only the portion of the Lot on which a home is built with the remaining portion of the Lot retained as a part of the Common Areas by the Association. Thus, notwithstanding any designations stated on any recorded plats for the Subdivision or any the terms of any previous declarations, covenants, deeds, or amendments thereto, but still subject to all of the easements and liens set forth in this Declaration, as of the date of this Declaration, the Association does hereby relinquish to the recorded owner of each Lot, any ownership of the Lot as platted that may be held by or owned by the Association, except for the properties described in Exhibit A, attached hereto and incorporated by this reference, and excepting the easements and liens set forth in this Declaration. The Association makes no warranty about its purported title to any portion of those Lots.

**ARTICLE XIII  
SUSPENSION OF VOTING RIGHTS AND EASEMENT OF ENJOYMENT**

**Section 1: Suspension**

If an Owner is delinquent in the payment of any Assessment or Personal Charge or violates any other provision of this Declaration, the Association upon written notice may deny such Owner enjoyment of the Common Property until such time as any such delinquent Assessments or Personal Charges and any interest due thereon are paid and any such violations are ceased, and any penalties therefore are satisfied. Assessments and Personal Charges shall be deemed delinquent if they are not paid within thirty (30) days after notice of the assessment or Personal Charge is mailed.

**Section 2: General**

No suspension of rights pursuant to this Article XIII shall constitute a basis for any reduction of Assessments or other charges payable by an Owner.

**ARTICLE XIV  
AMENDMENT OF DECLARATION**

**Section 1: Right of Amendment**

This Declaration may be amended in whole or in part at any regular or special meetings of the Association by the majority vote of all Members. Such amendment shall not be effective until certified by the Association Board and recorded in the Greene County Recorder's Office.

No amendment shall change the voting right of any Owner unless that Owner and all record holders of first deeds of trust thereon shall join in the execution of the amendment. No amendment shall impair or prejudice the rights and priorities of any first deed of trust or change the provisions of this Declaration with respect to first deeds of trust without the written approval of all note holders secured by first deeds of trust of record, this being a covenant for the benefit of such first note holders and enforceable by them.

**Section 2: Governmental Approval of Amendments**

Any amendment to this Declaration that would change the terms and conditions of the Plot Assignment District approved by Greene County or the Planned Development District approved by the City of Springfield for the Subdivision shall require the written approval of the appropriate governing body before it shall become effective.

**ARTICLE XV  
MISCELLANEOUS PROVISIONS**

**Section 1: The Declaration**

By acceptance of a deed or by acquiring any ownership interest in any of the real property

subject to this Declaration, each Person for himself, his heirs, personal representatives, successors, transferees, and assigns, binds himself, his heirs, personal representatives, transferees, and assigns to this Declaration and any amendments thereto.

## **Section 2: Severability**

Any provision of this Declaration that is deemed invalid, illegal, or unenforceable will not affect the remaining provisions or render any other provision of this Declaration invalid, illegal, or unenforceable.

## **Section 3: Notices**

Whenever notices are required to be sent hereunder, the same may be delivered to Owners either personally, by mail, or by email, addressed to such Owners at the address or email on file with the Association. Proof of such mailing or personal delivery shall be given by affidavit of the person mailing, emailing, or personally delivering said notices. All notices shall be deemed and considered sent when mailed, emailed, or delivered. Any party may change his or its mailing address or email address by written notice to the Association office.

## **Section 4: Enforcement**

Enforcement of this Declaration may be by any proceeding at law or in equity brought by the Association against any Person violating or attempting to violate any covenant, condition, or restriction herein, to restrain violation, and/or to recover damages, including, but not limited to, all attorneys' fees and costs therein incurred, against the Person in violation, and/or to enforce any lien created by this Declaration. Failure by the Association, to enforce any lien, covenant, condition, or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Assessments, fees, or fines may be assessed to Owners in violation of any part of this Declaration or any rules or regulations adopted by the Association Board. The amounts of any such fee will be determined in the sole discretion of the Association Board and shall be applied without discrimination or favoritism.

## **Section 5: Gender and Plurals**

Whenever the context so requires, use of any gender shall be deemed to include all genders, use of the singular shall include the plural, and use of the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose to create a uniform plan for the development and operation of the Subdivision.

**ARTICLE XVI  
ADOPTION**

IN WITNESS WHEREOF, the undersigned **COOPER ESTATES PROPERTY OWNERS ASSOCIATION**, has caused this instrument to be executed on this 27th day of July, 2022.

**ASSOCIATION**

Cooper Estates Property Owners Association, Inc.,

By: 

Name: Paul Lewis

Its: President

And By: 

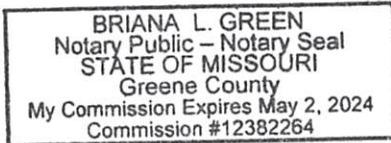
Name: Ermilou Bryan

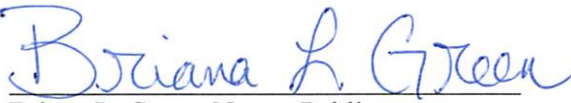
Its: Secretary

STATE OF MISSOURI       )  
  ) ss.  
COUNTY OF GREENE     )

On this 27th day of July, 2022, before me, the undersigned notary public in and for said state, personally appeared Paul Lewis, President of Cooper Estates Property Owners Association, Inc., a Missouri nonprofit corporation, known to me to be the person who executed the within document on behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

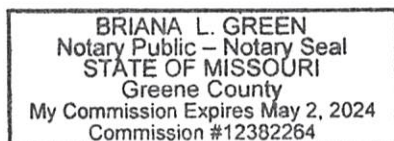


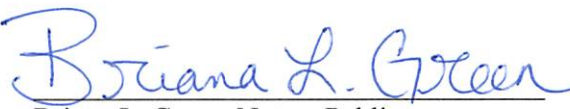
  
Briana L. Green, Notary Public

STATE OF MISSOURI       )  
  ) ss.  
COUNTY OF GREENE     )

On this 27th day of July, 2022, before me, the undersigned notary public in and for said state, personally appeared Ermilou Bryan, Secretary of Cooper Estates Property Owners Association, Inc., a Missouri nonprofit corporation, known to me to be the person who executed the within document on behalf of said corporation and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
Briana L. Green, Notary Public

## **Exhibit A**

### **Lots Owned by the Association**

The following Lots are owned by the Association, and pursuant to Article XII, Section 3 of this Declaration, the Association retains ownership of the Lots commonly known as the addresses listed below:

1200 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
1240 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
1391 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
1401 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3419 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3433 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3435 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3474 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3501 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3502 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3503 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3504 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3505 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3508 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3510 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3520 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3538 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3558 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3566 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3588 Cooper Boulevard, Springfield, Greene County, Missouri 65802  
3609 Cromwell Court, Springfield, Greene County, Missouri 65802  
3610 Cromwell Court, Springfield, Greene County, Missouri 65802  
3612 Cromwell Court, Springfield, Greene County, Missouri 65802



3619 Cromwell Court, Springfield, Greene County, Missouri 65802  
3626 Cromwell Court, Springfield, Greene County, Missouri 65802  
3627 Cromwell Court, Springfield, Greene County, Missouri 65802  
3637 Cromwell Court, Springfield, Greene County, Missouri 65802  
3638 Cromwell Court, Springfield, Greene County, Missouri 65802  
3645 Cromwell Court, Springfield, Greene County, Missouri 65802  
3646 Cromwell Court, Springfield, Greene County, Missouri 65802  
3420 Sheffield Court, Springfield, Greene County, Missouri 65802  
3421 Sheffield Court, Springfield, Greene County, Missouri 65802  
3428 Sheffield Court, Springfield, Greene County, Missouri 65802  
3429 Sheffield Court, Springfield, Greene County, Missouri 65802  
3430 Sheffield Court, Springfield, Greene County, Missouri 65802  
3436 Sheffield Court, Springfield, Greene County, Missouri 65802  
3627 Sherwood Court, Springfield, Greene County, Missouri 65802  
3637 Sherwood Court, Springfield, Greene County, Missouri 65802  
3645 Sherwood Court, Springfield, Greene County, Missouri 65802  
1101 Sheffield Way, Springfield, Greene County, Missouri 65802  
3435 Sheffield Way, Springfield, Greene County, Missouri 65802  
3461 Sheffield Way, Springfield, Greene County, Missouri 65802  
3468 Sheffield Way, Springfield, Greene County, Missouri 65802  
3470 Sheffield Way, Springfield, Greene County, Missouri 65802  
3475 Sheffield Way, Springfield, Greene County, Missouri 65802  
3482 Sheffield Way, Springfield, Greene County, Missouri 65802  
3508 Sheffield Way, Springfield, Greene County, Missouri 65802  
3521 Sheffield Way, Springfield, Greene County, Missouri 65802  
3528 Sheffield Way, Springfield, Greene County, Missouri 65802  
3535 Sheffield Way, Springfield, Greene County, Missouri 65802  
3540 Sheffield Way, Springfield, Greene County, Missouri 65802

3549 Sheffield Way, Springfield, Greene County, Missouri 65802

3553 Sheffield Way, Springfield, Greene County, Missouri 65802

3604 Sheffield Way, Springfield, Greene County, Missouri 65802

3605 Sheffield Way, Springfield, Greene County, Missouri 65802

[ END OF EXHIBIT A ]