

HILLS OF SHANNON

DECLARATION OF RESTRICTIONS

DEFINITION OF TERMS USED:

For the purposes of these Restrictions, the word "Developer" shall mean CRITERION COMMUNITIES, L.L.C.

The word "street" shall mean any street, road, drive or terrace of whatever name, as shown on said plat of HILLS OF SHANNON.

The word "outbuilding" shall mean an enclosed, covered structure not directly attached to the residence to which it is appurtenant. No outbuilding may exceed 80square ft, and may not exceed 8 feet in height. Homeowner is responsible for following City of Smithville code in regards to property and utility easements on said property.

The word "lot" as used herein may mean any numbered lot as plotted and upon which a residence may be erected in accordance with the restrictions herein set forth. A "corner lot" shall be deemed to be any lot as platted having more than one street contiguous to it.

"Architectural Control Committee" or "Committee" shall mean the Developer or its successor designated in written instrument properly executed and recorded with the Recorder of Deeds. When Developer shall have sold all lots in all of the subdivisions designated as "Hills of Shannon", whether in one or more plats, the homes association representing the lot owners may appoint the Committee.

"Homes Association" or "Association" shall mean an organization representing all owners of lots restricted hereby, with definite rules for the conduct of its affairs and allowing for the participation of all owners.

PERSONS BOUND BY THESE RESTRICTIONS:

All persons and corporations who may own or shall here after acquire any interest in the above described lots here-by restricted shall be taken to hold and agree and covenant with the owner of said lots, and with its successors and assigns, to conform to and to observe the following covenants, restrictions, and stipulations as to the use thereof and the construction of residences and improvements thereon for a period of time ending on December 31, 2019, provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

SECTION I. USE OF LAND:

None of the lots hereby restricted may be improved, used or occupied for other than private residence purposes, and no two family homes or multi-family homes, although intended for residential purposes, may be erected thereon. Any residence erected or maintained on any of the lots hereby restricted shall be designed for occupancy by a single family and each such residence shall have not less than one attached and enclosed garage. All of the off-street parking surfaces, including driveways, shall be initially constructed and thereafter maintained with concrete. No business or commercial enterprise shall be conducted on the property herein described; provided always, however, that the Developer reserves the right for Developer, or its designated real estate representative, to maintain a residential real estate sales office upon any of the herein common areas of restricted lots owned by it for the

purpose of promoting, advertising for sale, showing and selling lots, either improved or unimproved, with the Hills of Shannon. As of April 16, 2013, a homeowner may have only one rental property in said subdivision. Any homeowner who prior to April 16, 2013 has more than one rental property in said subdivision may retain ownership of property owned as of that date but may not acquire any additional properties for rental properties.

SECTION II. REQUIRED HEIGHT OF RESIDENCES:

Any residence erected on any of the lots hereby restricted shall not be more than two (2) stories in height, provided, however, that any residence more than two (2) stories in height may be erected thereon with the prior consent in writing of the Architectural Control Committee.

SECTION III. FRONTAGE OF RESIDENCES ON STREETS:

Any residence erected wholly or partial on any corner lot shall front or present a good frontage on the street designated by the Architectural Control Committee.

SECTION IV. SETBACK OF RESIDENCE FROM STREET:

(a) No part of any residence, except as hereinafter provided, may be erected or maintained on any of the lots hereby restricted, nearer to the front street or the side street than is the front building or the side building line shown on said plat of Hills of Shannon of the lot or lots on which said residence may be erected provided, however, that the Developer shall have, and does hereby reserve the right in the sale and conveyance of any of said lots, to change any building line shown thereon. No building may be constructed in violation of existing municipal zoning ordinances relating to setback of structures.

(b) Those parts of the residence which may project to the front of and be nearer to the front street and the side street than the front building lines and the side building lines are as allowed by applicable municipal zoning ordinances.

SECTION V. REQUIRED SIZE OF RESIDENCES:

Any residence erected on any lot in Hills of Shannon shall contain a minimum area of eleven hundred (1,100) square feet of enclosed area. Developer shall have and does hereby reserve the right to reduce the foregoing minimum required size of residence by no more than ten percent (10%).

The word "enclosed floor area" as used herein shall mean and include, in all cases, areas on the first and second floor of the residence enclosed and finished for all-year occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basements, garages, porches, or attics; provided, however, that certain interior areas of the second floor need not be immediately finished for occupancy if the residence is so designed and built that such area can be finished at a later date without any structural changes being made in the exterior of the residence.

SECTION VI. FREE SPACE REQUIRED:

No residence, including attached garages, attached green-houses, or porches, shall occupy a greater portion of the lot than is allowed by applicable municipal zoning.

SECTION VII. RIGHT TO APPROVE PLANS:

No building shall be erected, placed or altered on any building lot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved, in writing, as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by the Architectural Control Committee.

Upon any such request for approval, the party requesting such approval shall submit simultaneously with said request the following documentation:

- (a) Four (4) exterior elevations delineating front elevation, back elevation, and both side elevations.
- (b) A site plan of the house as it will sit on the lot.
- (c) Floor plan.
- (d) A list of all exterior materials to be used, including roof, masonry, siding and windows, materials or types.
- (e) A landscape plan showing proposed planting for the yard.
- (f) A schedule of exterior colors to be used.

The documentation listed above is intended only as a minimum requirement and the Architectural Control Committee shall be free to request any and all other documentation that said Committee in its sole discretion deems necessary. All such documentation shall be submitted in duplicate and shall be signed by the party requesting its approval.

In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required and this covenant will be deemed to have been fully complied with.

SECTION VIII. MAINTAINING SIGHT DISTANCE:

No vegetation, fence or wall which tends to block the view of traffic shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended.

SECTION IX. REQUIRED BUILDING MATERIALS:

Exterior walls of all buildings, structures, and appurtenances thereto shall be of brick, stone, wood siding, stucco, wood paneling, plate glass, masonite, or a combination thereof. As of April 16, 2013, no vinyl or metal siding is allowed to be used at any time unless used to repair existing exterior walls. Windows, doors and louvers shall be of wood or colored metal and glass. Roofs shall be covered with grey shingles carrying a minimum twenty-five (25) year guarantee. Any building products which may hereafter come into general usage for dwelling construction in this area after the date of these restrictions shall be deemed acceptable if approved in writing by the Architectural Control Committee. All wood, stucco, and masonite exteriors shall be covered with a workmanlike finish of paint and/or stain, unless another finish is approved in writing by the Architectural Control Committee.

The Developer reserves the right to repurchase, at the sales price paid to Developer, any lot on which the owner thereof fails to begin the commencement of construction of a residence thereon within one (1) year of the recording of the Developer's deed to the initial purchaser of such lot.

No building shall be permitted to stand with its exterior in an unfinished condition for longer than three (3) months after commencement of construction. The term "commencement of construction", as used herein and in the preceding paragraph, shall mean the pouring of foundation walls. In the event of fire, windstorm, or other damages, no building(s) shall be permitted to remain in a damaged condition longer than three (3) months after commencement of construction. Any owner of a structure in violation of this section may, in the discretion of the Architectural Control Committee, be assessed a fine payable to the Developer or its successor of not less than One Dollar (\$1.00) nor more than One Hundred Dollars (\$100.00) per day for every day the violation continues.

The fine provided for herein, if not paid when assessed, shall become a lien upon the real estate upon which the structure in violation of this section is located, provided, however, that such lien shall be inferior and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed upon said real estate. Such liens may be enforced by the Developer or its successor(s) in any court in Clay County, Missouri, having jurisdiction of suits for the enforcement of such liens.

SECTION X. SODDED YARDS:

The entire front, rear and side yards of every lot in the Hills of Shannon subdivision and the unpaved portions of street easement contiguous thereto, shall be sodded with grass at the earliest time after construction of a dwelling on said lot as the weather will permit, and in no instance will seeding or plugging be considered a substitute for such original sodding without the consent in writing of the Architectural Control Committee.

SECTION XI. OUTBUILDING PROHIBITED:

No building or other detached structures appurtenant to the residence may be erected on any of the lots hereby restricted without the prior consent in writing of the Architectural Control Committee.

SECTION XII. FENCES, WALLS, SHRUBS AND ABOVE-GROUND POOLS:

No fence, wall, hedge, or above-ground swimming pool will be erected, constructed, planted or maintained upon any of the lots hereby restricted without the prior written approval as to design, shape, location, type and height by the Architectural Control Committee. No fence shall be constructed using a material other than wood, wrought iron or masonry. The Architectural Control Committee shall not approve any fence, wall, hedge or shrub that violates Section VIII hereof. Homeowners must comply with the City of Smithville rules and acquire ALL necessary permits needed (including blow-up pools). All pools are subject to Architectural Control Committee inspection to ensure pool up-keep is in order.

SECTION XIII. PETROLEUM TANKS PROHIBITED:

No tank or the storage of fuel may be maintained on any of the lots hereby restricted.

SECTION XIV. OUTSIDE ANTENNAS OR TOWERS PROHIBITED:

No radio or television antennas or tower or satellite dishes may be kept or maintained on any of the lots hereby restricted except within the confines of a dwelling unit erected thereon without the consent in writing of the Architectural Control Committee. No dish antennas are allowed without the consent in writing of the Architectural Control Committee.

SECTION XV. RESTRICTIONS OR MAINTANING PETS:

No wild, semi-wild or domestic mammals, reptiles or birds may be kept or maintained upon any of the lots hereby restricted without the prior consent in writing of the Architectural Control Committee, except that no more than two (2) dogs, two (2) cats, two (2) rabbits or two (2) birds, or any combination of the foregoing specific animals not exceeding two (2) in aggregate may be kept on any such lots without such written consent.

SECTION XVI. BILLBOARDS PROHIBITED:

Except for entrance signs, signs for traffic control or street designation or safety, signs for community "theme areas", "for sale" signs, such promotional sign or signs as may be installed and maintained by the Developer or agents of the Developer, no signs, billboards, objects or advertising devised of any character shall be erected, posted, displayed or permitted to remain upon any of the lots hereby restricted or upon any improvement located upon such lot. A homeowner may have no more than four (4) yard or garage sales per year. No signs are to be placed in front of the main subdivision sign on the east side of the entrance. Any sign placed in this area will be subject to immediate removal and discard without notice.

SECTION XVII. AUTOMOBILE REPAIRING AND STORAGE OF AUTOMOBILES, BOATS, TRAILERS, ETC:

No automotive repair or rebuilding, whether for hire or otherwise, shall occur on any of the lots hereby restricted, except that automotive repairs on a non-commercial basis and not for hire may be conducted in any enclosed garage located on such lot.

No inoperative motor vehicle of any kind or nature, boat, trailer, delivery vehicle or damaged, rusted or abandoned vehicle of any other type of description maybe stored or parked upon any of the area or lots hereby restricted for more than two (2) days, except that such storage or parking shall be permitted within the confines of any building built on any of the lots hereby restricted. No vehicle larger than 1 ton is permitted to park on driveway, street, or any part of the Subdivision. No boat, camper, recreational vehicle shall be stored on driveway, except for the dates between May 15th through September 15th except for the purposes of preparing or repairing said vehicles, not to exceed 7 consecutive days outside of these dates. No boat, camper, recreational vehicle or trailer shall be stored on the street at anytime. All vehicles and trailers shall be in good condition and shall have coverings that are made for the vehicle. Nothing in this section, however, shall be so construed as to prohibit the regular parking of not more than four (4) automobiles in running condition and in a reasonable state of repair and preservation on any driveway permitted to be maintained on any of the lots hereby restricted. Any vehicle that puts the number of vehicles over (4) shall be required to be stored/parked within the confines of any building built on the lot for this purpose. No RV's larger than 20 feet in length shall be stored in the driveway or on the street at any time. Section XVII shall be subject to change with notice to the members but does not require a community vote as determined to be necessary to maintain the quality of Hills of Shannon by the board or developer.

SECTION XVIII. AIR CONDITIONERS:

No air conditioning apparatus or unsightly projections shall be attached or affixed to the front on any residence.

SECTION XIX. OFFENSIVE ACTIVITIES:

No noxious or offensive activities, as so defined by the owners of a majority of the lots within Hill of Shannon shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

SECTION XX. MISCELLANEOUS PROVISIONS:

- (a) Exterior Clothes Lines and Poles: No exterior clothes lines or poles may be erected or maintained on any of the lots hereby restricted.
- (b) Exterior Christmas Lights and/or Decorations: No exterior Christmas lights and/or decorations may be erected or maintained on any of the lots hereby restricted except during a sixty (60) day period beginning November 15th of each calendar year.
- (c) Dogs Running at Large: Dogs shall be confined to the lot of the owner(s) thereof. All household pets permitted by Section XV shall be confined and not allowed to run at large on the property hereby restricted.
- (d) Exterior Sporting Equipment: No exterior basketball goals, tether poles, trampolines, volleyball or badminton posts or nets or similar sporting equipment shall be erected or maintained on any of the lots or tracts hereby restricted, without the prior written consent by the Architectural Control Committee. Any such equipment must be properly maintained at all times by the homeowner.
- (e) All exterior basement foundations and walls which are exposed in excess of twelve (12) inches above the final grade level shall be painted the same color as the house, or covered with siding compatible with the structure.

SECTION XXI. EASEMENTS:

Easements for entry monuments, common areas, installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of Hills of Shannon subdivision. The Developer shall have the right to assign or convey additional sewage, water, drainage and other easements over, through or under all or any part of any subdivision lot owned by Developer.

SECTION XXXII. COMMON AREAS:

- (a) The Developer anticipates that it will hereafter cause to be platted additional land owned by it, which said additional land, to be made subject to the control of the Homes Association, may contain recreational, entrance, street islands or park areas. Upon such future platting, any such area shall be designated as common areas for the use and benefit, among other, of the present owners of all of the numbered lots shown on the plats of the "Hills of Shannon" whether one or more.
- (b) Tracts "A" and "B", as shown on the plat of the Hills of Shannon, First Plat, are set aside for use of entrance features and other entrance facilities including monuments, signage, plantings and landscaping. Any and all fencing, landscaping and subdivision street or entry marked placed in any of the common areas and/or entry marker easements shall be maintained initially by the developer until subsequent transfer of such responsibility to the Homes Association, which transfer shall

occur at the sole discretion of the Developer. Following the transfer from the Developer to the Homes Association of one or more phases of the platted subdivision, dues shall commence thereafter on February 1st of the following year and shall not exceed a total of \$150.00 per year. Any changes to the amount of yearly assessment shall require a 60% approval of all home owners.

(c) Title to Common Areas: Developer may retain the legal title to the common areas until such time as in the opinion of the Developer a Homes Association for said subdivision is formed and is able to maintain the same, but notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns, that it shall convey the common areas subject to utility easements and these Restrictions not later than the time when the Developer or its successor has sold all of the lots in the subdivision. The Homes Association shall accept the conveyance of such common areas.

(d) Easement on Common Areas: The right and easements of enjoyment created hereby, as to the common areas, shall be subject to the right of the Developer and of the Homes Association to assign or convey sewage, water, drainage and other utility easements over, through or under all or any part of such common areas.

(e) Rules and Regulations Pertaining to Common Areas: The following rules, regulation and restrictions shall apply to the common areas as the same may be applicable. In the enforcement of each such rule, regulation and restriction, lot owners shall be fully responsible for the acts of each resident of their home and each of their social and/or business invitees.

- (1) No automobile or any other motorized vehicle shall be driven, ridden or parked in any common area except at those places within such common areas specifically designated for that use by the Developer.
- (2) No refuse shall be discarded in or about the common areas.
- (3) No structures or vegetation are permitted to be built or planted on the common areas without prior written approval of the Architectural Control Committee.
- (4) The Developer or its successor, the Homes Association, shall have the right to make additional regulations and rules pertaining to the use of the common areas.

SECTION XXIII. ADDITION OF OTHER LAND:

The Developer shall have, and expressly reserves, the right from time to time to add such other land as it may now own or hereafter acquire to the operation of the provisions of this Declaration of Restrictions, by executing and acknowledging any appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Clay County, Missouri. When any other land is so subjected to the provisions hereof, whether the same consists of one or more tracts or whether said additions shall be made at one or more times, said land so added shall be subjected to all of the terms and provisions hereof.

SECTION XXIV. DURATION OF RESTRICTIONS:

Each of the restrictions as herein set forth shall continue and be binding upon the Developer, and upon its successors and assigns, until December 31, 2019, and shall automatically be continued thereafter for successive intervals of ten (10) years each, provided, however, that the owners of the fee simple title to more than two-thirds (2/3) of all of the lots hereby restricted may release all of the land which is hereby restricted from any one or more of the restrictions herein set forth at any time by executing and acknowledging an appropriate agreement or agreements in writing for such purpose and filing the same for record in the office of the Recorder of Deeds of Clay County, Missouri.

SECTION XXV. RIGHT TO ENFORCE:

The restrictions herein set forth shall run with the land and shall bind the present owner, its successors and assigns, and all parties claimed by, through or under the present owner shall be taken to hold, agree and covenant with the owner of the lots hereby restricted and with its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon. No restriction herein set forth shall be personally binding upon any corporation, person, or persons except in respect to breaches committed during its, his, her or their seizing of, or title to said land. Developer, its successors and assigns, and also the owner or owners of any of the lots hereby restricted, and the Hills of Shannon Homes Association through its Board of Directors shall have the right to make use of and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of the restrictions above set forth, in addition to any ordinary legal action for damages, and the failure of Developer, its successors or assigns, or any owner or owners of any lot hereby restricted or the Hills of Shannon Homes Association to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of the right to do so thereafter. Developer may, by appropriate agreement made expressly for that purpose, or by means of express words to that effect contained in a deed to any lot restricted hereby, assign or convey to any person or corporation, all of the rights, reservations and privileges herein by or granted to it in respect to all or any part of said lots, and upon such assignment or conveyance being made, its assigns or grantees may at their option exercise, transfer or assign those rights or any one or more of them at any time or times in the same way or manner as those directly reserved by or granted to them in this instrument.