
The Village of Cherry Hill

A Traditional Neighborhood Development

MASTER DEED RESTRICTIONS

THE CHERRY HILL GROUP, L.L.C., a Missouri Limited Liability Company, to be known as the “Founder,” establishes these Master Deed Restrictions on the _____ day of _____.

RECITALS:

A. The Founder is developing upon real property in Columbia, Missouri, a new traditional neighborhood development to be known as The Village of Cherry Hill. If all phases are completed, The Village of Cherry Hill would eventually comprise approximately 42 acres described on Exhibit A (the “Master Plan Area”).

B. Traditional neighborhood development is intended to establish pedestrian-friendly communities through the use of narrow lot widths, smaller lot sizes, narrower, tree-lined streets, sidewalks, and, in some areas, rear garage access through the use of alleys. Unlike typical suburbs which separate homes from businesses and force dependence on the automobile, The Village of Cherry Hill design is intended to mix commercial and residential uses in a way which provides the essentials of life and enlivens the community.

C. Detailed guidelines, to be known as The Village of Cherry Hill Design Code, regulate setbacks, porches, outbuildings, building materials and other matters essential for the creation of outdoor and civic spaces. Each Parcel owner, by constructing a building in accordance with The Village of Cherry Hill Design Code, helps form the outdoor spaces of this community.

D. A community is formed when buildings are built and occupied. To establish a community of residents and to create a streetscape of buildings, rather than empty lots, Founder wishes to require each Parcel owner to build a building within a certain time limit.

E. To ensure the proper application of The Village of Cherry Hill Design Code and to further the development of the community, Founder wishes to subject each deed for property within the Master Plan Area to certain deed restrictions, which shall be considered to be part of the grantee's consideration for each Parcel.

F. The Master Plan comprises two parts: the Neighborhood, which is the primarily residential portion; and Town Center, which brings together a mixture of commercial and residential uses. The Neighborhood and the Town Center each will be submitted to separate Declarations of Covenants, Conditions and Restrictions (each, a "Declaration") to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, and to establish for each an owners' association (each, an "Association").

G. While the rights reserved by this instrument shall initially be reserved to the Founder during the development period, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control be continued throughout the lifetime of the community.

RESTRICTIONS:

The Founder hereby submits each separately conveyable parcel ("Parcel") which has been platted within the Master Plan Area described on Exhibit A or which shall be platted within the Master Plan Area, and all common areas ("Commons") created or to be created within the Master Plan Area to these deed restrictions (and, in accordance with Section 1.2, within any additional property which is submitted to these Master Deed Restrictions), which Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed.

ARTICLE I: | Development Plan

1.1 Master Plan. The Master Plan represents the current intent of the Founder for the development of The Village of Cherry Hill. However, the Master Plan is subject to change and may be modified based on market conditions, engineering or governmental requirements, changing land use conditions and other modifications which may be made as development progresses. The Founder intends to develop residential, mixed-use and commercial areas within the Master Plan Area, all of which are intended to be an integral part of the community.

1.2 Property Subject to Master Deed Restrictions.

- (a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "The Village of Cherry Hill," and shall consist initially of the Master Plan Area, which is that property described on Exhibit A. Exhibit A reflects that Lot 142A of Master Plan Area is located within the boundaries of The Village of Cherry Hill Neighborhood (and not within the boundaries of The Village of Cherry Hill Town Center) and that said Lot 142A is designated as a swimming facility. Notwithstanding the provisions of the Declaration of Charter, Easements, Covenants and Restrictions of the Town Center and/or the Declaration of Charter, Easements, Covenants and Restrictions of the Neighborhood,
- i. all Owners and tenants of a Residential Unit (as defined in said Declarations of Charter, Easements, Covenants and Restrictions) shall be entitled to use the swimming facility located on said Lot 142A subject to the rules and regulations of such swimming facility as the same may be promulgated and amended from time to time; and,
 - ii. Exhibit A reflects that Lot 4C of the Master Plan Area is located within the boundaries of The Village of Cherry Hill Town Center (and not within the boundaries of The Village of Cherry Hill Neighborhood) and that said Lot 4C is designated as a child care facility. Notwithstanding the provisions of the Declaration of Charter, Easements, Covenants and Restrictions of the Town Center and/or the Declaration of Charter, Easements, Covenants and Restrictions of the Neighborhood, the children attending said child care facility shall be permitted to use the swimming facility located on said Lot 142A during such time as they are attending said child care facility and under the direct supervision and control of the operators of said child care facility subject to the rules and regulations of such swimming facility as the same may be promulgated and amended from time to time. However, nothing contained in these Master Deed Restrictions or in the Declaration of Charter, Easements, Covenants and Restrictions of the Town Center and/or the Declaration of Charter, Easements, Covenants and Restrictions of the Neighborhood shall be interpreted to permit the use of said swimming facility by the attendees of any other child care providers located within the boundaries of the Master Plan Area or any clients and/or customers of any Town Center businesses.
 - iii. On the western boundary of Lot 7 of the Neighborhood is the following described Roadway:

THE FOLLOWING TRACT BEING LOCATED
WITHIN THE VILLAGE OF CHERRY HILL AND
DESCRIBED ON THE MASTER PLAN AREA,
EXHIBIT A TO THE MASTER DEED
RESTRICTIONS:

ALL OF THE TRACT SHOWN AS THE
PROPOSED 18-FOOT ROADWAY BY SAID
PLAT AND LYING WITHIN LOT 7, the "Lot 7
Roadway."

The Lot 7 Roadway is adjacent to Lots 4D and 4E of the Town Center. The Lot 7 Roadway shall be deemed to be a part of the Alley and Roadway District (as the same is defined in the Town Center and/or Neighborhood Declarations). By reference to this provision in the Town Center and Neighborhood Declarations, the Town Center Association and the Neighborhood Association shall be bound to cooperate with one another and effectuate the plan whereby the maintenance and snow removal expenses for the Lot 7 Roadway are assessed to and paid by the Parcel Owners of Lots 4D and 4E of the Town Center.

(b) Additional Property. The Founder may, from time to time in its sole discretion, add any qualified property to The Village of Cherry Hill by the recording of a supplemental Declaration submitting the qualified property to this Declaration. Any of the following properties, if owned by the Founder (or with the consent of the owner and the Founder), shall be considered qualified properties:

(i) property any portion of which is within two miles of any portion of The Village of Cherry Hill, whether or not contiguous (including property separated from The Village of Cherry Hill by a public street, body of water or other property), or

(ii) any other property with a reasonable relationship to The Village of Cherry Hill.

(c) Withdrawal of Property. Property which has not been made subject to a Declaration, as described in Section 1.3, may be removed from these Master Deed Restrictions with the consent of the Founder and the owners of all property within the property to be withdrawn.

1.3 Declarations of Covenants, Conditions and Restrictions. The Founder intends that any property within The Village of Cherry Hill which is conveyed to a party other than the Founder (other than dedications to a governmental entity) be made subject to a Declaration of Covenants, Conditions and Restrictions. The Declaration shall provide for the long-

term maintenance of the property through an owners' association or other management entity and a method for assessing for expenses. Property of different character may be subject to separate Declarations and may have different use restrictions. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founder shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale agreement or other instrument, or, if no such agreement exists, consistent with other property within The Village of Cherry Hill.

- 1.4 Cooperation Between Town Center and Neighborhood Associations. The Town Center Association and the Neighborhood Association shall cooperate with one another in order to effectuate the development of the Village of Cherry Hill as described in these Restrictions and in their respective Declarations. In the event members of one Association shall be obligated to perform some act or forbear from some act with respect to property located within the boundaries of the other Association, the parties shall permit said act or forbearance so as to effectuate the development of the Village of Cherry Hill as described in these Restrictions and in their respective Declarations. For example, the Parcels located on Lots 4D and 4E of the Town Center shall be responsible for the maintenance and snow removal costs for the sidewalk located between the Lot 7 Roadway and the Lot lines of Lots 4D and 4E and located in the Neighborhood. With regard to such maintenance and snow removal responsibilities, the respective parties shall cooperate and perform the same.

ARTICLE II: | Design Code

2.1 Establishment of Design Code. The Founder has established The Village of Cherry Hill Design Code, which comprises the following, all as may be amended from time to time subject to applicable city and county regulation:

(a) The Master Plan, which depicts the streets, Commons, and residential, commercial and civic use Parcels for the Master Plan Area;

(b) The Site Regulations, which establish setbacks, lot coverage and other similar matters;

(c) The Architectural Regulations, which guide the design of buildings and describe the materials of which buildings may be constructed; and

(d) Landscape Regulations, which regulate erosion control and stormwater detention, irrigation, preservation of existing trees and the planting of new trees and plants.

The Village of Cherry Hill Design Code as initially established is recorded as Exhibit "B" to these Master Deed Restrictions. The Village of Cherry Hill Design Code may be modified from time to time as provided in Section 2.4. Modifications do not need to be recorded to be effective. All construction shall comply with The Village of Cherry Hill Design Code in effect at the time of the submittal, unless a variance is granted as provided in Section 3.3(d).

2.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use or retail, office, restaurant or other commercial use, shall be determined based on The Village of Cherry Hill Design Code. At the Founder's discretion, the Founder shall record the determination of permitted uses at the time of the parcel's addition to The Village of Cherry Hill, or at any time up to and including the time of conveyance of the parcel to someone other than the Founder. If the Founder fails to make such a determination of record, The Village of Cherry Hill Design Code, or the approval of the building or modification under Article III, may describe permitted uses. Uses may be revised by modification of The Village of Cherry Hill Design Code in accordance with Section 2.4; however, no such modification shall prohibit a legally existing use without the consent of the Owner.

2.3 Town Architect.

(a) Qualification. The Town Architect shall have a professional degree in architecture or urban design from an accredited university, or shall have comparable qualifications. The Town Architect does not, however, need to be licensed to practice in Missouri.

(b) Selection. The Town Architect is initially selected by the Founder and serves at the Founder's pleasure. When the Founder no longer selects the Town Architect, then the Town Architect shall be selected as provided in Section 3.7.

2.4 Modification of The Village of Cherry Hill Design Code. With the Founder's consent, the Town Architect may revise any part of The Village of Cherry Hill Design Code from time to time for any of the following reasons:

(a) To make changes which the Town Architect believes will better accomplish the objectives of The Village of Cherry Hill;

(b) To adjust for market conditions; or

(c) To recognize changing land use conditions over time, both from within and outside The Village of Cherry Hill.

2.5 Applicable Governmental Codes. It is the intent of the Founder that The Village of Cherry Hill Design Code be consistent with all applicable requirements of state and local law. In the event of a conflict, Founder shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise The Village of Cherry Hill Design Code.

ARTICLE III: | Review Procedure

3.1 The Village of Cherry Hill Design Review Board. The Village of Cherry Hill Design Review Board shall have a minimum of three members, selected as follows:

(a) Town Architect. The Town Architect shall serve on The Village of Cherry Hill Design Review Board or, with the Founder's consent, shall select an architect, landscape architect or urban designer, qualified as required for the Town Architect.

(b) Additional Members. At least two individuals selected by the Founder shall serve so long as the Founder is permitted under Section 3.7 to select or replace the Town Architect. When the Founder no longer selects the Town Architect, additional members of The Village of Cherry Hill Design Review Board shall be selected as provided in Section 3.7.

3.2 Construction Subject to Review.

(a) Parcels. Prior to construction, The Village of Cherry Hill Design Review Board must review and approve construction plans and specifications. No construction on any Parcel shall begin and no Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founder), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by The Village of Cherry Hill Design Review Board.

(c) Scope. The Village of Cherry Hill Design Code shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size and shape of the building, its roof, windows, doors, porches and other components, placement on the lot, fences, drainage, paving and landscaping and all finish materials. The Village of Cherry Hill Design Code may also regulate the type, placement and number of residential or business units which

may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;
- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any Building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design.

(e) Tree Preservation. The cutting, removal or intentional damage of existing trees (including excessive pruning or failure to use due care with equipment or when removing other trees permitted to be removed) shall be strictly regulated under The Village of Cherry Hill Design Code. The Design Review Board may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Board shall determine whether the placement of the home should be altered to accommodate the trees, or whether the trees may be removed.

(f) Drainage. All plans shall comply with applicable drainage, water conservation, erosion control and stormwater detention requirements.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction, must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

3.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by The Village of Cherry Hill Design Review Board. A survey is also required. Plans and specifications for review shall be submitted in the form required by The Village of Cherry Hill Design Review Board.

(b) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of The Village of Cherry Hill Design Code and overall design quality. The Village of Cherry Hill Design Review Board may grant variances from The Village of Cherry Hill Design Code based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing and shall not create a precedent for other applications.

(c) Uniform Procedures. The Village of Cherry Hill Design Review Board may establish procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant.

(d) Notification; Construction; Inspection. The Village of Cherry Hill Design Review Board shall make best efforts to notify the applicant of its decision within the time allowances set out in its design approval process handbook. However, a delay in reviewing an application shall not be deemed consent to construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted, approved plans. The Village of Cherry Hill Design Review Board or its agent may inspect the property during construction.

(e) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. If The Village of Cherry Hill Design Review Board notes noncompliance, the Design Review Board may report such noncompliance to the responsible governmental agency. However, The Village of Cherry Hill Design Review Board and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity of the building.

3.4 Approval of Architects, Builders.

(a) Generally. The creation of The Village of Cherry Hill streetscape depends on the quality of design and construction, and adherence to the Design Code. While architects, designers and contractors are selected by the Owner, they must cooperate with the Design Review Board. Approval of architects,

designers and contractors is necessary to assure quality construction and a reasonable spirit of cooperation. Once granted, approval status may be reviewed and revoked or extended from time to time based on actual performance.

(b) Architects and Designers. Architects and designers must be approved by the Design Review Board before submitting plans. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, The Village of Cherry Hill Design Code.

(c) Contractors. Contractors must be approved by the Founder or by the Design Review Board before building in The Village of Cherry Hill. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Contractors must agree to comply with construction regulations, to dispose of construction debris properly and to build in accordance with the approved plans and specifications and must post a deposit for compliance and damages. Failure to comply may result in fines, forfeiture of the deposit and revocation of the right to build in The Village of Cherry Hill.

3.5 Enforcement.

(a) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, The Village of Cherry Hill Design Review Board, Town Architect, the Founder or the Association may require the Owner to resolve the dispute through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, even if the relief requested is not granted.

(b) Trees. Improper cutting, removal or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by The Village of Cherry Hill Design Review Board, a combination of trees totaling the caliper of the removed tree. Fines shall be set by The Village of Cherry Hill Design Review Board.

(c) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Code may be granted in particular circumstances; however, such variances shall not create a precedent for other applications.

3.6 Liability. Approval by The Village of Cherry Hill Design Review Board of an application shall not constitute a basis for any liability of the Town Architect, the Founder, or members of The Village of Cherry Hill Design Review Board, Board or Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any contractor or architect it approved, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

3.7 Operation after Founder Does Not Select Members.

(a) Assignment of Founder's Rights. So long as the Founder (or, collectively, the Members comprising the Founders) owns at least ten (10) Parcels in the Master Plan Area or holds at least five (5) Parcels for sale in the normal course of business, the Founder may select the original Town Architect and any subsequent Town Architect, and shall select the remaining members of the Design Review Board. All such appointees shall serve at the Founder's pleasure. The Founder may elect to assign any or all such rights to the Association at any time. If not earlier assigned, Founder's rights to retain and select the Town Architect and Design Review Board members shall be automatically assigned to the Association when the Founder (or, collectively, the Members comprising the Founders) neither owns at least ten (10) Parcels in the Master Plan Area nor holds at least five (5) Parcels for sale in the normal course of business, or if at any time, after notice from the Association and opportunity to cure, the Founder is unable or unwilling to exercise its rights under Articles III and IV. However, by written notice to the Association at any time, the Founder may elect to retain indefinitely such rights as they pertain to Town Center.

(b) Formation; Jurisdiction. When the Founder no longer selects the members of the Design Review Board, the duties of The Village of Cherry Hill Design Review Board shall be automatically divided into two similar Boards, one for the residential portion of The Village of Cherry Hill and one for Town Center (including residential units which are within Town Center). Each Board shall operate in the same manner, and have the same powers, as the Design Review Board established by these Master Deed Restrictions but shall be limited to its jurisdictional area.

(c) Members. The members of the Design Review Board for the residential portion of The Village of Cherry Hill shall be appointed by The Village of Cherry Hill Residential Association. The members of the Town Center Design Review Board shall be appointed by the Founder, who may, but is not required to, assign such right to a Town Center Association or management entity at any time. If the Founder fails after notice to appoint members to the Town Center Design Review Board, then the Town Center Association may do so.

(d) Operation. The applicable Association may pay the Town Architect, other professionals and staff reasonable compensation for serving on the Design Review Board. All members shall be compensated for expenses. The applicable Association shall set the Design Review Board's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating capital fund for the Design Review Board to which any excess fees shall be contributed. Each Design Review Board may employ personnel or contract with individuals or companies as necessary to assist in the review process.

ARTICLE IV: | Covenant to Complete Building on Parcel

4.1 Restrictions on Building, Resale. To allow for neighborhood development and to discourage speculation which results in empty lots, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Founder within a limited period of time as defined in Section 4.2. A building shall be considered complete when it has been constructed in accordance with the approved plans and specifications (including all requirements for landscaping and drainage) and satisfies the requirements for receiving a certificate of occupancy from Columbia. Upon completion of a building in accordance with this section, Founder shall provide Owner with a release and satisfaction in recordable form.

4.2 Construction Time Limit. Unless otherwise specified on the purchase and sale agreement or deed or as extended by the Founder for good cause as determined by the Founder in the Founder's sole and absolute discretion, Owner shall:

(a) Submit initial plans and begin the architectural review process within twelve months from the closing date;

(b) Begin construction of a building on the Parcel, in accordance with approved plans and specifications, within 18 months from the closing date (the "Construction Start Date");

(c) Diligently pursue construction; and

(d) Substantially complete the primary building, including landscaping, within nine months from the Construction Start Date (the "Required Completion Date").

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c). The time periods in (c) and (d) shall be extended for casualty, extreme material shortages,

extreme weather conditions or other significant matters beyond the builder's control.

4.3 Enforcement. If Owner fails to comply with the requirements of Section 4.2 or if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, the Owner shall be obligated to pay and shall thereafter pay until compliance with Section 4.2 is had or the deviation has been corrected twice the full assessment for the Parcel and in addition the Founder shall have the right to pursue all other enforcement remedies provided in these Restrictions.

4.4 Resale Restriction. If Owner (including a lender who acquires title) has not constructed a home on the Parcel in accordance with approved plans and specifications prior to reselling the Parcel, the Parcel shall remain subject to all restrictions. The Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the closing date from Founder to the original Owner, not the resale.

4.5 Duration; Assignment. The Founder shall retain its rights under this Article IV so long as the Founder owns at least ten (10) Parcels in the Master Plan Area or holds at least five (5) Parcels for sale in the normal course of business. When the Founder neither owns at least ten (10) Parcels in the Master Plan Area nor holds at least five (5) Parcels for sale in the normal course of business, all of the Founder's rights under this Article IV shall be automatically assigned to the Association.

ARTICLE V: | Founder's Additional Reserved Rights

5.1 Easements in Favor of the Founder. The easements provided by this paragraph are intended to permit the Founder to continue and complete construction of the Master Plan Area. Accordingly, the Founder hereby reserves for itself, its successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founder or its assigns which are adjacent to, or reasonably near, The Village of Cherry Hill (including property separated from The Village of Cherry Hill by a public road), whether or not such properties are developed as part of The Village of Cherry Hill:

- (i) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than alleys or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. The Village of Cherry Hill is intended to follow design principles which allow interconnectivity of streets with neighboring

communities. If such roads become a primary means of access to a community which is not made part of The Village of Cherry Hill, and The Village of Cherry Hill does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of The Village of Cherry Hill road maintenance.

(ii) Utility Easements. A blanket easement upon, across, over, through, and under The Village of Cherry Hill for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable or communication lines and other equipment. By virtue of this easement the Founder, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

(iii) Police Powers. A blanket easement throughout The Village of Cherry Hill for private patrol services, and for police powers and services supplied by the local, state or federal governments. The reservation of such easement does not imply that any such service shall be provided.

(iv) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within The Village of Cherry Hill to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Founder shall notify affected Owners (except in an emergency) and shall restore affected property to its original condition as nearly as practicable. This easement may be exercised at the option of the Founder and shall not be construed to obligate Founder to take any affirmative action to correct conditions.

(v) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the subdivision plat of The Village of Cherry Hill or the settling or shifting of any land or improvements.

(vi) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

5.2 Models; Sales and Management Offices. The Founder reserves for itself and its assigns the right to maintain offices for sales, leasing and management and an unlimited number of models within The Village of Cherry Hill. These facilities may be located on any Parcel in The Village of Cherry Hill and may be

relocated from time to time at the Founder's discretion. The sales office, leasing and management offices and models may be owned by different entities, including builders and other entities which are unrelated to the Founder. At the end of its use as a sales, leasing or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for The Village of Cherry Hill. Subject to state law and local ordinances, the Founder or its assigns may maintain signs on the Commons and on the offices and models advertising The Village of Cherry Hill.

5.3 Commercial Use of Images. The Founder shall have the following rights:

(a) the exclusive right to grant permission for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods), and

(b) the right to grant permission for similar reproduction of the exteriors of any other part of The Village of Cherry Hill which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting independent permission for any part of The Village of Cherry Hill owned exclusively by that Owner, in which case the consent of the Founder shall not be required.

The Founder may collect a fee for its consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founder shall not be required for photography or other reproductions of the images of The Village of Cherry Hill in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Columbia or Missouri, the development of tourism or commerce or any other similar purpose.

5.4 Trademark. The name "The Village of Cherry Hill" is a trade name owned by the Founder. An Owner may use the name "The Village of Cherry Hill" to describe the location of a home or business, and may advertise a business as being located "in The Village of Cherry Hill." If requested by the Founder, Owner shall accompany such business use with a symbol or explanation concerning trademark or service mark registration of the name "The Village of Cherry Hill." Owner may not use the name "The Village of Cherry Hill" in any other manner without the express permission of the Founder, which may be arbitrarily denied.

ARTICLE VI: | General Provisions

6.1 Assignment. Founder may assign all or any portion of its rights at any time to a successor developer of all or part of the Master Plan Area, or to the Association. If not previously assigned, Founder's rights under Article II and III shall automatically be assigned to the Residential Association and Town Center Association as hereinabove provided.

6.2 Amendment. These Master Deed Restrictions may be amended only by written agreement of the Founder and the Owners of at least two-thirds of the Parcels encumbered by these restrictions. After assignment of Founder's rights under Articles II and III to the Association, those provisions shall be amended as provided in the Declaration.

6.3 Enforcement. In addition to the various enforcement rights specified in this instrument, Founder may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under this Agreement or to seek damages. If the Founder shall seek specific performance, Founder shall not be obligated to post bond in order to obtain said injunctive relief. Further, Founder shall be entitled to recover Founder's reasonable attorneys fees and court costs.

In witness whereof, the Founder has executed these Master Deed Restrictions as of the day and year first above written.

The Cherry Hill Group, L.L.C.,
A Missouri Limited Liability Corporation:

MEMBERS:

ROY FINLEY BUILDING AND
DEVELOPMENT, INC.,
a Missouri Corporation

By: _____
ROY R. FINLEY, President

ATTEST:

KATHLEEN FINLEY, Secretary

GINSBURG:

DONALD GINSBURG

SHARON F. GINSBURG

KLIETHERMES:

KLIETHERMES HOMES &
REMODELING, INC.,
A Missouri Corporation

By: _____
DANIEL J. KLIETHERMES,
President

ATTEST:

Secretary

STATE OF MISSOURI)
) ss.
COUNTY OF BOONE)

On this _____ day of _____, _____, before me appeared Roy R. Finley, to me personally known, who, being by me duly sworn, did say that he is the President of ROY FINLEY BUILDING AND DEVELOPMENT, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Columbia, Missouri, the day and year first above written.

Notary Public

My commission expires:

