

COVENTRY CROSSING

DECLARATION OF COVENANTS AND RESTRICTIONS



DECLARATION FOR PLANNED UNIT DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS AND RESERVATION OF EASEMENTS FOR COVENTRY CROSSING PLANNED UNIT DEVELOPMENT OWNERS' ASSOCIATION ("Declaration") is made this _____ day of _____, 2001 by Wagler Development Corporation, an Ohio Corporation ("Developer") whose address is 3730 Tabs Drive, N.W., Uniontown, Ohio 44685, under the following circumstances:

- A. Developer is the owner of certain real property located in Summit County, Ohio, more particularly described on Exhibit A attached to this Declaration ("Property").
- B. The Property is already subject to the Declarations of Covenants and Restrictions for the Villages at Coventry Crossing Community Association, Inc., as the same is recorded for record in Volume _____, Page _____; Summit County, Ohio records.
- C. Developer desires to declare that the property shall also be held, sold and conveyed subject to the provisions of this Declaration.
- D. Developer intends to form an Ohio non-profit corporation to be known as the Coventry Crossing Planned Unit Development Owners' Association ("Association"), which shall be responsible for the administration and enforcement of the provisions of this Declaration.

NOW, THEREFORE, for the purposes of establishing and assuring a uniform plan for the development of the Property, and enhancing and protecting the value, desirability, and attractiveness of the Property, Developer declares that the Property shall be held, occupied, sold and conveyed subject to this Declaration.

SECTION 1. DEFINITIONS

Definitions. In addition to any definitions contained elsewhere in this Declaration, the following terms used in this Declaration shall have the meanings set forth in this Section 1.

- 1.1 "Assessments" means the charges established by Section 2 of this Declaration.
- 1.2 "Board" means the Board of Trustees of the Association.
- 1.3 "Code of Regulations" means the Code of Regulations adopted by the Association, a copy of which is attached as Exhibit B to this Declaration.
- 1.4 "Common Expenses" means those costs and expenses incurred by the Association as described and defined in Section 2.3 of this Declaration.
- 1.5 "Common Property" means all real and personal property owned by or leased to the Association for the common use and enjoyment of the Owners. This real and personal property includes, but is not limited to, the land comprising the Property other than the lots themselves, together with any of the following that may be located on such land: private roadways, private sewer systems, parking areas, pathways, common utility lines and facilities, and other facilities administered by the Association.
- 1.6 "Default" means any violation or breach of, or any failure to comply with, this Declaration or the Code of Regulations, the Rules and Regulations or other standards or regulations adopted pursuant to this Declaration.

- 1.7 "Lot" means any parcel of the Property upon which a single-family residence has been or may be constructed. Unless the context otherwise requires, the term "Lot" shall be deemed to include both the parcel of land and the residence and other improvements on that land.
- 1.8 "Occupant" means any Owner, tenant family member or other person lawfully occupying any Lot.
- 1.9 "Owner" means, with respect to any Lot, the owner of record from time to time, whether one or more persons or entities, of an interest in fee simple, but shall not include the Association. This term shall include Developer with respect to Lots owned by Developer.
- 1.10 "Structure" means: any improvement on a Lot or on the Common Property; any thing or object (other than trees, shrubbery, landscaping and hedges that are less than two feet high) the placement of which may affect the appearance of any Lot or the Common Property.

SECTION 2. ASSESSMENTS

- 2.1 Covenant of Payments: Creation of Lien. Each owner of a lot, by acceptance of a deed or other instrument of conveyance for that Lot, agrees to pay to the Association the annual assessments, special assessments and individual assessments (collectively, the "Assessments") provided in this Section 2. The Assessments (and the late charges and costs of collection, as provided below) shall be a charge and lien on each Lot and shall also be the personal obligation of the Owner of each Lot, to the extent and for the period provided in this Section 2.
- 2.2 Annual Assessment. The Association shall be entitled to collect from all Owners an annual assessment for Common Expenses and other purposes. The annual assessment is established for the benefit and use of the Association and shall be used in covering all of the costs of the operation, maintenance, and repair of Common Property (the "Common Expenses") and the performance of all other duties and obligations to be performed by the Association under this Declaration. The Common Expenses may include, but are not limited to, the cost of employees' wages, materials, equipment, supplies, insurance premiums, rental fees, the cost of reasonable reserves for contingencies and working capital; taxes and assessments on the Common Property, management fees, legal and accounting fees, and all other costs and liabilities incurred by the Association in the exercise of its powers and duties pursuant to this Declaration or the Code of Regulations. The annual assessment may also be used in covering the cost of any roadway or other improvement that is authorized by the Board.
- 2.3 Operating Shortfalls. If in any year the Common Expenses exceed the income from the annual assessment, the amount of any operating deficit may, at the Board's sole option, be charged to the Owners by means of a special assessment. No consent of the members of the Association shall be required with respect to this special assessment.
- 2.4 Amount of Annual Assessment. The amount of the annual assessment shall be determined by the Board based on the estimated budget prepared in accordance with the Code of Regulations. The amount of the annual assessment to be charged to the Lots shall be determined by dividing the amount shown on the budget by the total number of Lots subjected to this Declaration.
- 2.5 Individual Assessment. If any portion of the Property that the Association is obligated to maintain, repair and/or replace is damaged due to the willful or negligent act or omission of an Owner or Occupant claiming under that Owner, the Board shall have the right to undertake the necessary maintenance, repair or replacement. The cost so

incurred by the Board shall be assessed as an individual assessment against all Lots owned by the Owner responsible for that cost.

- 2.6 Payment. Unless otherwise determined by the Board, the annual assessment shall be payable in equal monthly installments not more than 10 days after the due dates established by the Board. Any other Assessments shall be due not more than 10 days after the due date established by the Board. The Board shall have the power at any time to adopt such billing, collection and payment procedures as it shall deem appropriate. If an Owner is in Default in the payment of any installment of the annual assessment, the Board may accelerate the remaining installments of the annual assessment for the year during which the Default occurs by giving notice to the Owner. The Board may also establish penalties for the late payments of Assessments. The penalties shall not exceed 10% of the overdue amounts.
- 2.7 Personal Obligation. Any Assessments becoming due and payable during the period that an Owner owns a Lot, together with any related penalties and costs of collection, shall constitute the personal obligation of that Owner and shall remain the personal obligation of that Owner until paid. This personal obligation shall not pass to an Owner's successor in title unless expressly assumed by the successor in title. If the obligation is so assumed by a successor in title, the successor and the former owner shall be jointly and severally liable for payment of the amounts assumed.
- 2.8 Perfection and Priority of Liens. If an Assessment on any Lot is not paid within the period established under Section 2.6, the amount unpaid together with any late penalty, costs and reasonable attorney fees, shall constitute a lien on that Lot in favor of the Association. The Association may perfect the lien by recording a notice of lien with the Recorder of Summit County, Ohio in any legally recordable form, including an affidavit as provided in Section 5301.252 of the Ohio Revised Code. Nonpayment of any Assessment or installment of an Assessment shall be deemed and is declared to be a condition or event that creates an interest in real estate. Each lien shall expire 5 years after the filing of a notice of lien, unless preserved by the filing of a new notice of lien or the commencement of foreclosure proceedings. The lien shall be prior to all other liens and encumbrances whatsoever, except real estate taxes and assessments, liens of record in favor of the United States of America, the State of Ohio, or other governmental instrumentalities to the extent made superior by applicable law, and all bona fide recorded first mortgages.
- 2.9 Enforcement of Lien. Any lien established under this Declaration may be enforced by the Association in the same manner and to the same extent (including appointment of a receiver, foreclosure sale and deficiency judgment) and subject to the same procedures as in the case of foreclosure of a real property mortgage. In any enforcement proceeding, the amount that may be recovered by the Association shall include all costs of the proceeding, and, to the extent permitted by law, reasonable attorneys' fees. In any foreclosure sale, the Association may become the purchaser.
- 2.10 Purchase at Foreclosure Sale. Any purchaser of a Lot at a foreclosure sale shall automatically become a member of the Association and shall be subject to all of the provisions of this Declaration. When the purchaser of a Lot acquires title to the Lot as a result of foreclosure of the first mortgage, the acquirer of title shall not be solely liable for the share of the Assessments chargeable to the acquired Lot that became due prior to the acquisition of title to that Lot. Instead, any unpaid share of the Assessments that became due and payable prior to the date of acquisition shall be deemed to be part of the Assessments collectible from all of the Lots, including that of the acquirer.

SECTION 3 COVENANTS AND RESTRICTIONS ON USE AND OCCUPANCY

- 3.1 Purposes. In order to promote the health, safety and welfare of all Owners and Occupants and to preserve, beautify and maintain the Property and all Structures as a subdivision of high quality, and to preserve and promote environmental quality, the following covenants, restrictions and limitations as to use and occupancy of the Property are declared and established.
- 3.2 Permitted Uses. Except as otherwise provided in this Declaration, no Lot shall be used for any purposes except as a residence for a single family or a family-sized group. To the extent permitted by law, an Owner may use a portion of a residence for his or her office or studio (other than a music studio) as long as those activities do not interfere with the quiet enjoyment or comfort of any other Owner or Occupant, and as long as those activities do not increase the normal flow of traffic or individuals in and out of the Property or in and out of that Owner's residence.
- 3.3 Easements. Easements for installation, maintenance, and location of utilities and drainage facilities may be reserved on the recorded Plat for the property. Owners and Occupants shall not: (i) obstruct or interfere with any easements or the natural flow of surface water, which shall, at all times, be kept free from obstruction, or (ii) alter the location or grade of open storm water drainage ways.
- 3.4 Use of Common Property. The Common Property shall be used only in accordance with the purposes for which it is intended and no Owner or Occupant shall hinder or encroach upon the lawful right of other Owners or Occupants to use such Common Property.
- * 3.5 Failure to Comply. Failure to comply with any of the requirements of this Section shall constitute a Default. A Default by any Occupant or other person residing in, occupying or visiting a Lot or Common Property at the request or with the implied or express permission of the Owner or any other Occupant of the Lot, or committed by any agent, employee, business invitee or contractor of the Owner or Occupant of a Lot, shall be attributed to that Owner and Lot.

SECTION 4. COMMON PROPERTY

- 4.1 Rights of Enjoyment in Common Property. Each Owner shall have a right and nonexclusive easement for the use and enjoyment of the Common Property. This right and easement shall be appurtenant to, and shall pass with, the title to his or her Lot. Each Owner shall have a perpetual right of ingress and egress across the Common Property to that Owner's Lot, which shall be appurtenant to the ownership of the Lot. Each Occupant shall have a nontransferable right to use and enjoy the Common Property, which right shall terminate when that person ceases to have the status of an Occupant. These rights and privileges shall be subject to the right of the Board to adopt, enforce and amend reasonable Rules and Regulations pertaining to the use of the Common Property, and shall be further subject to all other easements, restrictions, and rights to which the Property is subject, including but not limited to, any easements granted or reserved pursuant to Section 6.
- 4.2 Subordination to Mortgage of Other Lien. Except as set forth in Section 4.1, the rights and privileges provided in this Section shall be subordinate to any mortgage or other lien given by the Association for the purposes of improving or maintaining the Common Property.
- 4.3 Maintenance and Management of Common Property. The Association shall provide for the maintenance, repair and management of all Common Property. The Association may fulfill this responsibility and any other duties and obligations of the Association

under this Declaration by contracting with any professional management company (including Developer or an affiliate of Developer) upon such terms and conditions as shall be agreed upon by the Board and the manager.

- 4.4 Payment by First Mortgagees of Obligations and Reimbursement for Same. If the Association defaults with regard to payment of taxes or other obligations which become a charge against the Common Property, or fails to pay premiums for insurance in accordance with Section 8, and does not in good faith contest liability for payment of the same, any first mortgagee of a Lot may pay those amounts, after giving proper written notice to the Association of its intent to do so. The first mortgagee shall then be entitled to immediate reimbursement from the Association of the amount so paid.

SECTION 5. MAINTENANCE

- 5.1 Adoption of Standards. The Board may adopt maintenance standards pertaining to the maintenance, repair, and appearance of all Lots, and the exterior of all Structures. The maintenance standards shall be adopted in the same manner and be enforceable in the same manner as the Rules and Regulations. If any provision of any applicable building inspection, housing inspection or similar maintenance statute, ordinance, resolution, regulation or order of the State of Ohio, or any other governmental instrumentality, is more stringent with regard to a Lot than a comparable provision of the maintenance standards, the more stringent provision shall be deemed incorporated in the maintenance standards. The Association shall comply with the maintenance standards with respect to the Common Property, and the costs of the Association in meeting the maintenance standards and its responsibilities pursuant to Section 5.2 below, shall be Common Expenses of the Association.
- 5.2 Association Responsibilities. Except as otherwise provided below, the Association shall be responsible for (a) maintenance, repair and replacement of the Common Property; (b) cutting and trimming all grass located on the Common Property and on the Lots; (c) trimming and maintaining any and all landscaping, shrubs and trees located on the Common Property; and (d) snow and ice removal and treatment of driveways and sidewalks on the Common Property and on the Lots.
- 5.3 Owner Responsibilities. Each Owner shall maintain, repair and replace, and keep in good condition and repair, at his or her own expense, all portions of that Owner's Lot, including the residence and all other Structures on the Lot, and further including all landscaping, shrubs and trees on the Lot (excepting only the cutting and trimming of grass and snow removal from driveways and sidewalks, as set forth in Section 5.2 above). The Owner's maintenance responsibilities include the exterior and structural portions of all Structures on the Lot, all internal and external installations of the Lot such as appliances, heating, plumbing, electrical and air conditioning fixtures or installations, and also any portion of any other utility service facilities exclusively serving the Lot (whether located on the Lot or on the Common Property).
- 5.4 Repairs Due to Negligence, Etc. Each Owner agrees to repair and/or replace at his or her own expense any damage to that Owner's Lot or to any other portions of the Property caused by the negligent or wrongful acts of that Owner or any Occupant or other person claiming under that Owner. The Association may perform those repairs and/or replacements and assess the cost as an individual assessment against that Owner and the Owner's Lot.
- 5.5 Periodic Inspection. Periodically, as needed, the Association shall inspect each Lot to determine whether the Lot and any other Structures comply with the maintenance requirements in this Declaration.

- 5.6 Right of Entry. The Board, through its authorized officers, employees and agents, shall have the right to enter upon any Lot at all reasonable times and upon reasonable advance notice for the purpose of making inspections or repairs, maintenance and replacements as required by this Section.

SECTION 6. EASEMENTS

- 6.1 Encroachments. If, by reason of the construction, reconstruction, repair, settlement, shifting or other movement of any of the Structures or by reason of the partial or total destruction or rebuilding of the Structures, any part of the Common Property encroaches upon any part of a Lot or any part of a Structure on a Lot encroaches upon any part of the Common Property or on another Lot; or if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving one Lot encroach upon any part of any other Lot, valid easements for the maintenance of such encroachments are established. These easements shall exist for the benefit of the affected Lot(s) and the Common Property, as the case may be, so long as the encroachments exist. However, in no event shall a valid easement for any encroachment be created in favor of any owner if the encroachment occurred due to the willful conduct of that Owner.
- 6.2 Maintenance Easements. Each lot shall be subject to easements for access arising from necessity of maintenance or operation of the Property pursuant to the provisions of this Declaration. The Owner of each Lot shall have the permanent right and easement to and through the Common Property for the use of water, sewer, power, television and other utilities now or in the future existing within the Common Property.
- 6.3 Reservation of Construction, Sewer, and Utility Easements. Developer reserves easements across the Common Property for the construction, installation, and maintenance of utilities, drainage facilities, and storm and sanitary sewers, and to cut and grade slopes in and along parcel boundaries at streets built within the Property.
- 6.4 Easements for Certain Utilities. The Association may grant easements through the Common Property for utility purposes for the benefit of the Property, including but not limited to, the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits and wires over, under, along and on any portion of the common Property; and each Owner grants the Association an irrevocable power of attorney to execute, acknowledge and record, for and in the name of Owner, such instruments as may be necessary to effectuate the foregoing.
- 6.5 Easements to Run With Land. All easements and rights described in this Declaration are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Developer, the Association, and any Owner, purchaser, Occupant, mortgagee and other person now or in the future having an interest in any part of the Property.

SECTION 7. CONDEMNATION

The Association shall represent the Owners in any condemnation proceedings or any negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Property. Each Owner, by acceptance of delivery of a deed for a Lot, appoints the Association as his or her attorney in fact for this purpose.

If part or all of the Common Property is taken or acquired by a condemning authority, the awards of proceeds of settlement shall be payable to the Association for the use and benefit of Owners and their mortgagees as their interest may appear.

SECTION 8. ENFORCEMENT

- 8.1 Curing of Defaults: Lien. If any Default occurs with respect to any Lot under the provisions of this Declaration, the Board shall give written notice to the Owner, with a copy of the notice to any Occupant in Default and a copy to any first mortgagee of the Lot who has requested copies of default notices, setting forth in reasonable detail the nature of the Default and the specific action(s) required to remedy the Default, except that no notice of Default shall be required before the Board takes any of the actions set forth in Section 2 for nonpayment of Assessments. If the Owner or Occupant shall fail to take the specific action(s) within 30 days after the mailing of the notice, the Board may, but shall not be required to, exercise any or all of its rights in this Declaration or otherwise available at law or in equity. The Board may exercise without notice any of its rights with respect to any Default if it determines that an emergency exists requiring immediate action.
- Costs incurred by the Association in exercising any of its rights with respect to any Lot shall be a binding personal obligation of the Owner and shall be payable on demand. If the Owner fails to pay costs within 30 days after demand, the Association may file a notice of lien in the same manner and which shall have the same priority as the liens for Assessments provided in Section 2.
- 8.2 Remedies. Nothing contained in this Section shall be deemed to affect or limit the rights of Developer, the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, by appropriate judicial proceedings, to enforce the provisions of this Declaration or recover damages for any Default. It is declared that irreparable harm will result to beneficiaries of this Declaration by reason of a Default, and, therefore, each beneficiary shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration as well as any other relief available at law or in equity.
- 8.3 No Waiver. The failure of Developer, the Association, any Owner or Occupant, or their legal representatives, heirs, devisees, successors or assigns, in any one or more instances, to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such right or privilege, including the right to cure any Default, but the same shall continue and remain in full force and effect as if no forbearance had occurred.
- 8.4 Rules and Regulations. The Board may adopt and enforce, and from time to time amend, reasonable rules and regulation (the "rules and Regulations") regarding the administration, interpretation, and enforcement of this Declaration and the Code of Regulations. Such Rules and Regulations must be set forth in a writing signed by at least 75% of the Board, and written notice of the adoption of amendment of any Rule or Regulation shall be provided to each Owner as set forth herein, at least 30 days prior to the enactment of such adopted or amended rule or regulation. Each Rule and Regulation shall be consistent with and designed to further the purposes outlined in this Declaration. The Rules and Regulations may include, if the Board so elects, establishment of monetary fines for violations of this Declaration, the Code of Regulations, or the Rules and Regulations, in such amounts as the Board may deem appropriate.

SECTION 9. DURATION, AMENDMENT AND TERMINATION

- 9.1 Duration. This Declaration shall be deemed to create covenants running with the land and shall bind the Property and shall inure to the benefit of and be binding upon Developer, the Board, the Association, and each Owner, Occupant and their legal

representatives, heirs, successors and assigns, and shall continue in full force and effect until and unless terminated as provided in this Section.

- 9.2 Amendment or Termination. Any provision of this Declaration may be amended in whole or in part or terminated by a recorded instrument approved by the Owners of at least 75% of all Lots. The President of the Board shall determine whether the persons who have approved of any amendments or the termination of this Declaration constitute the Owners of the required percentage of Lots. Promptly after the approval of any amendment or termination of any part of this Declaration, the President of the Board shall cause to be recorded (a) the written instrument of amendment or termination executed in properly recordable form by the President of the Association, and (b) the certificate of the President of the Association that the Owners of at least 75% of all Lots have approved such instrument.

Notwithstanding the above, this Declaration may be amended at any time during the five year period commencing with the recording of this Declaration, without the vote of Owners, by a written instrument executed by the Developer for any of the following purposes: eliminating or resolving any ambiguity; making nominal changes; clarifying Developer's original intent; and/or making any changes necessary or desirable to meet the requirements of any institutional lender, or any other agency that may insure or purchase loans on a Lot. No amendment for these purposes shall materially adversely affect any Owner's written consent. Each Owner and his or her mortgagees, by acceptance of a deed to a Lot or mortgage encumbering a Lot, shall be deemed to have consented to and approved of the provisions of this paragraph and the amendment of this Declaration by Developer as provided in the immediately preceding sentence. All such Owners and their mortgagees, upon request of Developer, shall execute and deliver from time to time all such instruments and perform all such acts as may be deemed by the Developer to be necessary or proper to effectuate the provisions of this paragraph.

SECTION 10. MISCELLANEOUS

- 10.1 No Reverter. No covenant, condition, restriction, or reservation of easement contained in this Declaration is intended to create, or shall be construed as creating a condition subsequent or a possibility of reverter.
- 10.2 Notices. Any notice required or permitted to be given to an Owner or Occupant by the Board pursuant to the provisions of this Declaration shall be deemed given when mailed in United States mail, postage prepaid, addressed to that person's last address as it appears on the records of the Association.
- 10.3 Invalidity. The determination by a court of competent jurisdiction that any provision of this Declaration is invalid for any reason shall not affect the validity of any other provision.
- 10.4 Headings. The headings of the Sections and subsections are for convenience only and shall not affect the meaning or construction of the contents of this Declaration.
- 10.5 Gender. Throughout this Declaration, where the context so requires, the masculine gender shall be deemed to include the feminine and neuter, and the singular shall include the plural, and vice versa.
- 10.6 Availability of Documents. The Association shall make available to Owners, lenders, and to holders, insurers, or guarantors of any first mortgage on a Lot, current copies of the Declaration, the Code of Regulations and other Rules and Regulations concerning the Property. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

IN WITNESS WHEREOF, Developer has set its hand at Uniontown, Ohio the day and year first above written.

Signed and acknowledged in the presence of:

WAGLER DEVELOPMENT CORPORATION

By: _____

Greg Wagler, President

(Print Name)

(Print Name)

STATE OF OHIO)
)ss:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above-named Greg Wagler, who acknowledged that he is President of Wagler Development Corporation, duly authorized to sign the foregoing instrument, that he did sign the foregoing instrument, and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2001.

Notary Public

DECLARATION OF COVENANTS AND RESTRICTIONS
THE VILLAGES AT COVENTRY CROSSING COMMUNITY ASSOCIATION, INC.

THIS DECLARATION, made this 25th day of August, 1994 by and between Wagler Development Corp., Inc., an Ohio Corporation, (hereinafter referred to as DECLARANT), and COVENTRY CROSSING COMMUNITY ASSOCIATION, INC., a Corporation to be formed under the laws of the State of Ohio (hereinafter sometimes referred to as ASSOCIATION), both of 3730 Tabs Drive N.W. Uniontown, Ohio 44685.

WITNESSETH: That

WHEREAS, Declarant is the owner of the real property described in Article II, Section 1 of this Declaration (hereinafter referred to as "DECLARATION") and desires to create thereon a residential community with permanent open spaces, water detention basins, signage, landscaping, walkways, recreational facilities and other common facilities; and to this end, desires to subject said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws of the State of Ohio, as a non-profit corporation, COVENTRY CROSSING COMMUNITY ASSOCIATION, INC. (the "Association") for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, Declarant declares that the real property described in Article II, Section 1 (the "Properties") shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Declarant, and its successors and assigns and all other owners of any part of said real property, together with their grantees, successors,

heirs, executors, administrators or assigns.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Association" shall mean and refer to COVENTRY CROSSING COMMUNITY ASSOCIATION, INC.

(b) "City" shall mean and refer to the City of Akron, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically agreed and acknowledged by all parties to this Declaration that the "City" is a third party beneficiary to these covenants and restrictions and has the authority to administer and enforce these covenants and restrictions as they relate to the Common Properties and facilities located thereon.

(c) "Properties" shall mean and refer to the real property described in Article II, Section 1 of this Declaration.

(d) "Common Properties" shall mean and refer to those areas of land in the Properties intended to be devoted to the common use of the members of the Association and shown in any record plat of the Properties.

(e) "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions and any supplements or amendments thereto.

(f) "Declarant" shall mean and refer to Wagler Development Corp., Inc.

(g) "Lot" shall mean and refer to any subdivision of land of the Properties with the exception of Common Properties.

(h) "Living Unit" shall mean and refer to any townhouse, duplex and attached and detached single family dwelling located on a Lot, or any condominium unit shown on any recorded Condominium Declaration and drawing filed therewith.

(i) "Proposed Living Unit" shall mean and refer to living units proposed but not yet constructed or units under construction as shown on preliminary plans submitted by Declarant, developers and/or builders and approved by the City of Akron Planning Commission. Where a parcel has been purchased by a developer or builder and no preliminary plan for that parcel has been approved by the City of Akron Planning Commission, then the number of proposed living units shall be determined based on the maximum density permitted by the zoning ordinances of the City of Akron as they apply to said parcel.

(j) "Member" shall mean and refer to all who are members of the Association as provided in Article III, Section 1 of this Declaration.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any

Lot, Living Unit, or Proposed Living Unit situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1 - The Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Akron, Ohio, and is shown in Exhibit "A" attached hereto and made a part hereof and described in Exhibit "B" attached hereto and made a part hereof. The Declarant, its successors and assigns, reserves the right to remove any part of the Properties by amendment hereto duly executed and recorded with the Recorder of Summit County without any action by the Association or its members.

Section 2 - Common Properties and Facilities. Common Properties and Facilities shall be that part of the Properties subjected to use for open spaces, water retention basins, signage, landscaping, walkways, recreation facilities and other common facilities as shown in any record plat of the Properties.

Section 3 - Mergers. Upon any merger or consolidation of the Association with another association, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. Alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants and restrictions established by this Declaration within the Properties except as hereinafter provided.

Section 4 - Developers. It is the intention of Declarant to eventually convey portions of the Properties (with the exception of the Common Properties and land developed by Declarant) as blocks to various developers/builders for the subdivision and improvement of the blocks with various types of residential buildings.

Each Developer may create his own second tier of homeowners or condominium association to develop, maintain and administer the common areas of individual subdivisions and may also impose covenants and building use restrictions to supplement those contained in this Declaration, pertaining to such subdivision. Such additional covenants and restrictions shall not conflict with those contained herein and in the case of any conflict, the provisions

herein shall control.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, Living Unit, Proposed Living Unit, or who is a tenant of a Living Unit, shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2 - Voting Rights. The membership of the Association shall be divided into two classes entitled to the rights hereinafter set forth with respect to such classifications.

Class A. Class A members shall be all those Owners as defined in Article I, Subsection (1), with the exception of Declarant. Class A members shall be entitled to one vote for each Living Unit or Proposed Living Unit in which they hold the fee simple interest or interests. When more than one (1) person holds such interest or interests in any Living Unit or Proposed Living Unit, all such persons shall be members, and the vote for such Living Unit or Proposed Living Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Living Unit or Proposed Living Unit.

Class B. The Class B member shall be Declarant and shall be entitled to three votes for each Living Unit or Proposed Living Unit owned in the Properties, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class B membership equals or is less than the total votes outstanding in the Class A membership. Thereafter, the Class B member shall be deemed to be a Class A member entitled to one vote for each Living Unit or Proposed Living Unit in the Properties owned by it.

Regarding Class A and Class B members, for purposes of determining the votes allowed under this Section as to land of the Properties, which is to be subdivided, but which has not yet been subdivided, the number of Proposed Living Units shall be based on preliminary plans prepared by Declarant or builders for specific parcels within Coventry Crossing which have been approved by the City of Akron Planning Commission. For multi-family parcels, the number of Proposed Living Units shall be determined based on the maximum density permitted by the zoning ordinances of the City of Akron as they apply to said parcel.

Section 3 - Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration or any supplemental declaration as are permitted to be set forth in such Articles and Code of Regulations by the non-profit corporation law of the State of Ohio as it may be in effect from time to time.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 1 - Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Class A and Class B Member, or instead of said Member, his tenant or lessee thereof who is in residence upon said Member's Lot shall have for himself, his immediate household and guests, as permitted by the Rules and Regulations, a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2 - Title to Common Properties; Duty to Maintain. Declarant may retain the legal title to the Common Properties or any portion thereof until such time as Declarant has completed improvements thereon and/or until such time as, in the opinion of Declarant, the Association is able to maintain the same, at which time the title shall be conveyed to the Association free and clear of all liens.

Declarant shall have the duty to maintain the Common Properties and facilities located thereon until they are transferred to the Association as provided in the preceding paragraph. Thereafter, it shall be the duty of the Association to maintain the same. Maintenance shall include, but not be limited to, painting, repairing, replacing and maintaining all appurtenances, exterior and interior building surfaces, trees, shrubs, grass areas, driveways, walls, detention basins, and all other improvements located within the Common Properties. The City as a third party beneficiary, may, although under no obligation or duty to do so, compel the Association to fulfill the duty to maintain the Common Properties set forth in this Section 2.

Section 3 - Extent of Members' Easements. The rights and easements of enjoyment created by this Article IV shall be subject to the following:

(a) The right of Declarant and the Association in accordance with its Articles of Incorporation and Code of Regulations, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lender shall have a right, after taking possession of such properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of such properties to a wider public until the mortgage debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against

foreclosure; and

(c) The right of the Association in accordance with its Code of Regulations, to adopt and enforce uniform rules and regulations governing the use of the Common Properties, including the right to levy fines for violations of the rules and regulations, and to suspend the enjoyment rights of any Member or tenant or lessee thereof and his household and guests for non-payment of an assessment during any period which such assessment remains in default, or for any violation of such rules and regulations; and

(d) The right of the Association to pursue collection of interest and all legal fees incurred in connection with collection of delinquent assessments and fines levied for violation of the rules and regulations; and

(e) The right of the Association to pursue correction of violations of the rules and regulations in a court of law, including payment of reasonable legal fees so incurred; and

(f) The right of the Association to charge reasonable admission fees and other fees for the use of the Common Properties; and

(g) The right of Declarant or the Association, as the case may be, to limit the number of guests of Members in or upon the Common Properties or any buildings or facilities located thereon; and

(h) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members at which a quorum is present by the affirmative vote of two-thirds (2/3) of the Members present at such meeting or by proxy; and

(i) The City, as a third party beneficiary to these covenants and restrictions and by giving its approval to this document, shall in no way be deemed to have waived any of its zoning, building, or other requirements of ordinances or general law which requirements shall still be binding upon the Properties if they are more restrictive than the requirements set out within these covenants and restrictions.

Section 4 - Extension of Privileges. A Member's right of enjoyment in the Common Properties and the areas located thereon shall extend automatically to all members of his immediate family and to all his tenants and all members of their immediate families residing on any portion of the Properties. No guests shall be entitled to such right of enjoyment except as provided in rules and regulations by the Association.

Subject to the rights set forth in Section 3 of this Article IV, Declarant, each Owner, the City and the Association shall have the non-exclusive right and easement in common to utilize the waterways, courses, storm sewers, drainage pipes and detention basins in, over and upon the Common Properties for the purposes of

the drainage of surface waters on the Properties, said rights-of-way and easements being hereby established for said purposes. It shall be the obligation of the Association to properly maintain, repair, operate and control such drainage system existing on the Common Properties.

Declarant and (after transfer of title to the Common Properties) the Association shall have the right to grant easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City of Akron. No Owner shall in any way hinder or obstruct the operation and flow of the drainage system. No structures (including but not limited to sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or increase the flow of water through the respective easement areas. The easement areas and all improvements therein shall be maintained continuously by the Association unless those easement areas are accepted by the City of Akron and which the City of Akron has formally undertaken to maintain.

ARTICLE V

COVENANT FOR ASSESSMENT

SECTION 1 - Creation of the Lien and Personal Obligation of Assessment. Except as provided in Section 3 of this Article V, each Owner of any Living Unit, or Proposed Living Unit, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay the Association: (1) annual assessment or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members, the aesthetics of the community and in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto; and for the cost of labor, materials, equipment, management and supervision thereof.

Section 3 - Basis and Maximum of Annual Assessments. The date of commencement of the annual assessment period shall be based upon the date which the Common Properties or any portion thereof is conveyed by Declarant to the Association. The assessment period shall be based on the calendar year. For the first calendar year or part thereof, the annual assessment for each Living Unit and for each Proposed Living Unit (other than a Living Unit in an apartment building or a Proposed Living Unit in an apartment building) shall be \$200.00. For each succeeding year, the Board of Trustees of the Association shall establish a budget and shall set the annual assessment for each Living Unit or Proposed Living Unit. No assessments shall be levied against Living Units owned by Declarant, Proposed Living Units owned by Declarant, or land owned by Declarant.

Section 4 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the Board of Trustees of the Association.

After the transfer of title to the Common Properties to the Association, the City shall have the right but not the obligation to impose any special assessments for improvements made by the City which would otherwise be a lien on the Common Properties on the real property or Lots within the development areas on an equitable basis to be determined by the City.

The assessments set out in Sections 3 and 4 above are enforceable as provided by law or under Article V, Section 7 of this Declaration.

Section 5 - Date of Commencement of Assessments. Subject to the provisions of Section 3 of this Article V, the annual assessments provided for therein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

The first annual assessment shall be made for the calendar year or any part thereof and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of March of said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessments.

Section 6 - Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Living Unit or Proposed

Living Unit for each assessment period at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 7 - Effect of Non-Payment of Assessments; Personal Obligation of the Owner; The Lien, Remedies of the Association. If the assessments are not paid on the date when due (being the dates specified in Section 5 hereof), then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

If an installment of an annual or special assessment is not paid within thirty (30) days after the due date, such delinquent assessment or installment shall bear interest from the due date at the highest rate permitted by law, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and may foreclose the lien against the property, and in the event a judgement is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

The personal obligation of the then Owner to pay such assessments shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair or affect the Association's lien and other rights in and against the property and against the Owner of such property.

Section 8 - Subordination of the Lien to Primary Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage, if any, placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such

property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 9 - Exempt Property. The following property shall be exempted from the assessments and liens created herein: (a) All properties to the extent of any easement or other interest therein dedicated to and accepted by the City of Akron and devoted to public use; (b) all properties of the City of Akron which are exempted from taxation by the laws of the State of Ohio; (c) all Common Properties; and (d) Living Units, Proposed Living Units or land owned by Declarant.

ARTICLE VI

Architectural Control. All dwelling and building plans and specifications shall be submitted to Declarant for review and written approval prior to submission to the City of Akron for building permits. Declarant at its choosing may retain responsibility for architectural review of all dwelling and building plans until completion of construction of all Living Units within the Properties. In addition, no building, fence, wall or other structure shall be erected, placed, or altered within the Properties until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same and the topography, landscaping, lighting, signage and mail drop facilities relating thereto shall have been submitted to and approved by Declarant in writing to assure harmony of external design and location in relation to surrounding structures. Written approval by Declarant must be obtained prior to submittal of plans to the City. Payment for the cost of architectural review fees, if any, shall be the responsibility of the applicant. Responsibility for architectural control as described above, with the exception of dwellings if Declarant so chooses to retain responsibility, will transfer from Declarant to the Board of Trustees of the Association at such time as, in the opinion of Declarant, the Association is able to perform this architectural review, whereupon the Board of Trustees of the Association is to establish an Architectural Review Committee comprising three (3) members. The Board of Trustees of the Association shall then establish rules and regulations by which the Architectural Review Committee shall conduct its meetings.

Review and approval of any application pursuant to this Article shall be made on the basis of aesthetic considerations only and neither Declarant, the Association, the Board of Trustees of the Association nor the Architectural Review Committee shall bear any responsibility of ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither Declarant, the Association, the Board of Trustees of the Association, the Architectural Review Committee nor member of any of the foregoing shall be held liable

for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any dwelling or other structure.

ARTICLE VII

GENERAL RESTRICTIONS

All of the following 21 Sections shall apply to Lots, Living Units and Proposed Living Units in the Properties.

Section 1 - No external or outside antenna of any kind shall be maintained except that an antenna for normal television reception may be used not in excess of 35 feet in height above ground level. No satellite dishes used for the transmission or reception of television or radio signals shall be permitted on any lot.

Section 2 - No sign or other advertising device of any nature shall be placed upon any Lot except for signs placed by Declarant or by builders and developers and approved by Declarant promoting the development and providing information to Owners and prospective purchasers. "House For Sale" signs, one (1) per lot, may be permitted with the approval of the Board of Trustees of the Association.

Section 3 - No dwelling or Lot shall be used for other than residential purposes, except that this restriction shall not apply to dwellings used as model homes on Lots by Declarant, builders and developers and as administrative offices of the Association, and buildings owned by the Association and located on Common Properties.

~~Section 4 -~~ Construction of any building or structure on the properties shall be in compliance with all applicable zoning and building ordinances of the City of Akron, and with restrictions set forth in the record for plat said property, provided; however, if a variance is requested with respect to any ordinance or regulation, the applicant must first obtain the written approval of the Declarant.

No building of any kind shall be erected or permitted to remain on the properties, nor shall any additions or alterations thereon be made, unless approved in writing by the Architectural Review Committee, or unless originally constructed by the Declarant or with its written approval. Accessory buildings must be constructed with exterior materials of the same type and color as the primary building on a given subplot. No accessory building shall be constructed closer to the front lot line than is the rear line of the primary building on a given subplot.

No trailer, basement, tent, shack, barn, garage, or other type of temporary building or shelter shall be used for habitation, permanently or temporarily.

Section 5 - After the building has been erected on said premises the Owner shall maintain a good general appearance of said

premises and shall in no case allow weeds to grow on any part of said lot or the land lying between the front line and the road improvements. Should construction not begin within 45 days after purchase of the lot from Declarant, the new Owner must mow said lot four times during the growing season, May to October, keeping a good general appearance.

Section 6 - No machinery shall be placed or operated upon any Lot except such machinery as is used in maintenance, construction, reconstruction or repair of a private residence.

Section 7 - Fences or walls of any kind may not be erected or permitted to remain on the Properties unless approved by the Architectural Review Committee or unless originally constructed by Declarant or with its written approval. No chain link fences are permitted on the Properties.

Section 8 - No dumping is permitted on any part of the Properties unless necessary for construction or improvements and authorized by Declarant or the Board of Trustees of the Association.

All garbage or trash containers shall be kept within the building or within an area that is screened so that they are not visible from the street or from adjoining properties.

Section 9 - Businesses of any kind may not be conducted on any part of residential portions of the Properties except as permitted in this document. An occupant may use a portion of his residence for an office or studio, provided it does not become a nuisance to neighbors, nor become principally an office, school or studio as distinct from a residence. The Board of Trustees of the Association may adopt rules which further limit such use.

Section 10 - No automobile, truck, boat, recreational vehicle, airplane or vehicle of any kind, licensed or unlicensed, may be stored on any street or driveway in or upon the Properties except in the confine of garages or parking areas approved by the Board of Trustees of the Association.

Section 11 - No business vehicle, as determined either by its intended use or by marking or lettering, shall be parked overnight, outside of the garage.

Section 12 - Only machinery customarily required for the maintenance of residences and conventional home and hobby machinery may be placed or operated on a Lot. This permitted machinery must be stored out of sight of adjoining residences, unless such machinery is necessary for use in construction, reconstruction or repair of any building or structure.

Section 13 - No more than two dogs and/or two cats older than one year shall be permitted on the premises, and no other animals which are kept outside of the dwelling shall be permitted.

Section 14 - No cattle, horses, swine or poultry shall be kept or harbored on any lot and all other animals shall be confined within the building setback lines shown hereon. such setback lines

shall be the same as prescribed by the City of Akron.

Section 15 - No discharge of guns, ammunition or explosives will be permitted. No fishing, hunting, trapping, or poisoning of wildlife is permitted, except for rodent control, or except upon prior written approval of the Board of Trustees of the Association.

Section 16 - No motorized vehicles (mini-bikes, motorcycles, mopeds, etc.) shall be permitted on the Common Properties.

Section 17 - Boating, swimming, fishing, wading or any use requiring entry into the detention basins is prohibited. Dumping of refuse or any other form of pollution into the retention basins or surrounding areas is also prohibited.

Section 18 - No above ground swimming pools are permitted on the Properties. Wading pools no more than two (2) feet in height, installed temporarily during the summer months, are permitted in rear yards.

Section 19 - Each Owner must have landscaping installed and all yards seeded and lawns established within nine (9) months from the date an occupancy permit is issued to the Owner.

Each Owner must install a concrete driveway a minimum of 12 feet in width extending from the back side of the curb to the overhead garage door within 9 months from the date an occupancy permit is issued to the Owner.

Mailboxes, newspaper boxes, and associated support posts shall be of the size, type and location specified by the Declarant.

Section 20 - The following types of trees are the only ones permitted to be planted on the rear 30 feet of Lots 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36: Hawthorne, Crabapple, Cherry and Dogwood.

Section 21 - The Common Properties may not be altered in any way without the written approval of Declarant or Board of Trustees of the Association.

ARTICLE VIII

GENERAL PROVISIONS

Section 1 - Duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the Owners has been recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2 - Notices. Any notice required to be sent to any

Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3 - Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4 - Binding Effect. Each Grantee accepting a deed, lease or other instrument conveying any interest in a Lot, Proposed Living Unit, or Living Unit whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 5 - Assignability. Declarant, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that such transferee, grantee or assignee shall take such rights subject to all obligations also contained herein.

Section 6 - Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the public records of Summit County, Ohio, in the following manner and subject to the following conditions:

(a) Until such time as Declarant, or Declarant's designated successors or assigns, has completed the sale of all the Properties, Declarant shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration provided no such amendment shall materially and adversely affect the value of existing dwellings or shall prevent a dwelling from being used by the Owner in the same manner that it was being used prior to the adoption of such amendment.

(b) After the sale or transfer of all of the Properties by Declarant, an amendment, annulment or waiver of any provision hereof shall have been approved at duly called and held meetings by not less than 66-2/3 per cent of the membership present at meetings at which quorums were present in person or by proxy.

(c) In addition to the above, Declarant and/or the Association shall have the right to amend this Declaration without the consent of any person to correct errors of omission or commission or as required to comply with requirements of any governmental agency or public, quasi-public or private entity, or to bring the Declaration in compliance with the applicable laws,

statutes and ordinances.

Section 7 - Special Amendment. Either Declarant or the Association shall have the right and power to authorize and record a special amendment ("special Amendment") to this Declaration at any time and from time to time, which amends this Declaration to correct clerical or typographical errors in this Declaration. In furtherance of the foregoing and limited thereto, a power coupled with an interest is hereby reserved and granted to Declarant and to the Board of Trustees of the Association to make a Special Amendment on behalf of each Owner, as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, other evidence of obligation, or other instrument affecting the Properties and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to Declarant and to the Board of Trustees of the Association to vote in favor or make and record special Amendments.

Section 8 - Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant and the Association have hereunto set their hands at Uniontown, Ohio the date and year first above written.

Signed and acknowledged
in the presence of:

WAGLER DEVELOPMENT CORP., INC.,
an Ohio Corporation

By: _____
Phil Wagler, President

THE VILLAGES AT COVENTRY
CROSSING ASSOCIATION, INC.,
A Corporation to be formed under
the laws of the State of Ohio

By: _____
Phil Wagler, President

EXHIBIT A

THE PLAT OF THE VILLAGES AT COVENTRY CROSSING, AS RECORDED IN PLAT
CABINET J, SLIDES 968-970 OF THE SUMMIT COUNTY RECORDS

EXHIBIT B

Situated in the Township of Coventry, County of Summit, and State of Ohio:

and known as being part of Tract 11 in said Township and more fully described as follows:

Beginning at the intersection of the centerline of Harrington Road (C.H. 227 - 100 feet wide) with the centerline of Swartz Road (C.H. 155 - 60 feet wide), said Beginning point also being the Northwest corner of Lot 6 Tract 12 in said Coventry Township;

Thence N. $0^{\circ} 31' E.$, along the centerline of said Swartz Road, 415.19 feet to an angle point;

Thence N. $52^{\circ} 49' W.$, continuing along the centerline of said Swartz Road, 500.06 feet;

Thence N. $0^{\circ} 51' E.$, along Grantor's west line, 1606.28 feet to the Southerly Right-of-way line of Interstate Route 277;

Thence Easterly along the said Southerly Right-of-way of Interstate Route 277 following four (4) courses and distances;

N. $85^{\circ} 46' 51'' E.$, 385.12 feet;

N. $80^{\circ} 05' 49'' E.$, 416.89 feet;

N. $83^{\circ} 07' 46'' E.$, 644.27 feet;

S. $87^{\circ} 05' 42'' E.$, 552.08 feet to Grantor's east line;

Thence S. $0^{\circ} 18' 10'' W.$, along said line, 2458.60 feet to a point in the centerline of said Swartz Road;

Thence S. $89^{\circ} 29' W.$, along said road centerline, 926.95 feet to angle point;

Thence S. $89^{\circ} 31' W.$, continuing along said road centerline, 675.06 feet to the Place of Beginning and containing, as determined from records in January 1980 by SWIGART and MOORE, 105.796 Acres of land.