Coventry Woods Executive Park

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COVENTRY WOODS EXECUTIVE PARK

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

This Declaration, made and entered into by Coventry Woods, Ltd., an Ohio limited liability company ("Developer") as of this 29 th day of June 1998.

WHEREAS, The Developer is the owner of the platted real estate, situated in the Township of Perrysburg, Wood County, Ohio, known as Coventry Woods Executive Park and recorded in Wood County, Ohio in volume 22 of Plats, page 206, all of which real estate is hereinafter for convenience referred to as the "Property", and desires to develop thereon an office/commercial park to be called Coventry Woods Executive Park;

WHEREAS, The Developer desires to provide for the preservation of the values and amenities in said community and desires to subject the real estate for its own benefit and for the benefit of all future owners or occupants of any part of the Property to certain easements and rights in, over and to the Property, hereinafter set forth and referred to as "Restrictions," with respect to the use thereof.

NOW, THEREFORE, in consideration of these premises and of the enhancement in value of the Property, and to afford purchasers protection in the use and occupancy thereof and to provide a general plan for the improvement and development of the Property as an architecturally harmonious, artistic and desirable commercial subdivision, the Developer, as owner of the Property and for the purposes aforesaid, hereby declares and stipulates that each lot in the Property hereafter will be sold, conveyed or transferred subject to the following covenants, conditions, agreements and restrictions:

ARTICLE ONE

Definitions

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

(a) "**ARCHITECTURAL CONTROL COMMITTEE**" shall mean and refer to Coventry Woods Architectural Control Committee as further provided for in this Declaration and in the Code of Regulations of the Association.

(b) "**ASSOCIATION**" shall mean the property owners association formed as provided for in ARTICLE THREE, hereof.

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(c) **"CODE OF REGULATIONS"** shall mean the Code of Regulations of the Association, as adopted by the Association and/or the Developer.

(d) **"COMMON AREAS"** shall mean and refer to those areas not occupied by a Lot, and are hereby declared as and established first as common areas for the use of the owners of all of the Lots in the Property as more particularly set forth in this Declaration, and are not dedicated for use by the general public.

(e) **"DECLARATION"** shall mean this Declaration of Easements, Covenants and Restrictions and shall include without limitation all easements, restrictions covenants, conditions and agreements referred to herein.

(f) **"DEVELOPER"** shall mean and refer to Coventry Woods, Ltd., and any successor to all or substantially all of its business.

(g) **"FACILITY"** shall mean and refer to any portion of a building situated upon a Lot, designed and intended for use and occupancy for office/commercial purposes.

(h) **"LOT"** shall mean and refer to any lots as designated on the recorded plat of Coventry Woods Executive Park, improved or unimproved, on which a Structure may be located.

(i) **"OWNER"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including the Developer, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceedings in lieu of foreclosure.

(j) **"STRUCTURE"** shall mean and refer to any thing or device (other than trees, shrubbery which is less than two (2) feet high if in the form of a hedge, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, building, garage, radio or television antenna, satellite dish, fence, curbing, paving, wall hedge more than two (2) feet in height, signboard or any other temporary or permanent improvement to such Lot. "Structure" shall also mean and refer to (i) any excavation, fill, ditch, diversion, dam or other thing or device which affects or alters the natural flow of any waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and (ii) any change in the grade of

any Lot more than six (6) inches from that existing at the time of purchase by an Owner.

ARTICLE TWO

Section 1. An Architectural Control Committee consisting of five (5) individuals is hereby established. The initial members of the Architectural Control Committee shall be appointed by the Developer, and may be replaced by the Developer from time to time. The Architectural Control Committee shall continue to be appointed by the Developer until such time as all Lots in the Property have been sold and Structures have been completed thereon. At such time, or at such earlier time as the Developer may elect, the right to appoint the members of the Architectural Control Committee shall be turned over to the Association. Such assignment will be effective from and after the time a written instrument evidencing the fact of such assignment, signed by Developer or its successors and assigns is filed and of record with the Recorder of Wood County, Ohio. From and after the date of such assignment, any reference herein to Developer shall be deemed to refer to such assignee of the rights and duties of Developer hereunder.

Section 2. No Structure or any addition thereto or any alteration thereof shall be commenced, erected, reconstructed, placed, maintained or suffered to remain upon any Lot unless or until the plans and specifications thereof shall have been approved in writing by the Architectural Control Committee, its successors or assigns, and a true copy of said plans, specification and details shall have been lodged permanently with the Architectural Control Committee and no structure except such as conforms to said plans and specifications shall be erected, reconstructed, placed or suffered to remain upon said Lot. The scope of the Architectural Control Committee's inquiry shall be broad. In making its review of any proposed plans and specifications, the Architectural Control Committee will consider at least all of the following items:

A. Standards and guidelines for the design of Structures including:

1. placement
2. building heights, area and volume
3. all exterior materials
4. entries and windows
5. loading and unloading areas
6. type of main, accessory and other Structures
7. number of Structures
8. cost of Structures
9. design
10. colors

11. finished ground elevation
12. building exhausts
13. visibility of improvements from within the area and from roads and properties adjacent thereto
14. location and screening of trash and garbage receptacles

B. Nature and character of land uses:

1. specific land use areas and areas in which some range in uses are to be permitted
2. the functional character of each use area
3. building height, volume and placement standards for each functional use

C. Standards and guidelines for open space and public and private ways including:

1. set-back requirements
2. front, rear and side yard requirements
3. open space
4. landscaping
5. topography
6. tree lines and placement
7. other vegetation elements and focuses
8. type and design of screening and fencing
9. the location and number of curb cuts

D. Lighting and sign standards and guidelines:

1. placement, height, number, illumination, content, type and style standards and guidelines for signs
2. street, drive, parking, security, structural and scenic lighting standards and guides

E. Fencing and screening standards and guides:

1. guidelines and standards for the use and location of fencing
2. heights and materials for planting and mounded view screens

F. Performance standards to set the maximum limits, as measured at exterior lot lines, for:

1. noise levels
2. smoke

3. dust
4. odors

G. Standards for harmony:

1. whether there will be a conformity and/or harmony of external design and general quality with the existing standards of the improvements now or hereafter located in Coventry Woods;

2. the use and suitability of the proposed Structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same;

3. the effect of the proposed Structure on the other improvements now or hereafter located in the Property.

The Architectural Control Committee will furnish owners or prospective owners with sufficient detail regarding the items set out above which will be considered in approving or disapproving any plan for the erection of Structures on all or any part of the Property. This detailed information will be in the form of written development guidelines or personal consultations, or both.

Section 3. In order to secure the review of the plans and specifications for a Structure by the Architectural Control Committee, the owner seeking such approval shall submit to the Architectural Control Committee three (3) copies of each of the following:

(i) Construction plans and specifications of the proposed Structure, which shall set forth, at a minimum, details as to the materials to be used, exterior design, exterior color scheme, and any other details necessary to demonstrate that the proposed Structure will be architecturally harmonious with the other Structures built or to be built in the Property;

(ii) Plot plan, drawn to scale, showing the location of all Structures on the Lot both existing and proposed;

(iii) Certification of a surveyor registered in the State of Ohio stating that the topography and finish grade of the proposed Structure(s) shown on the plot plan noted in (ii) above are in accordance with all requirements of the City and/or Township of Perrysburg and/or the Wood County Engineer as appropriate;

(iv) A complete landscaping plan for the Lot.

Section 4. The location of any and all sidewalks, driveways, walkways, access ways,

roadways and parking areas within the Property shall be and remain as established by the plat of the Property, or, if not now established, as shall be determined by the Architectural Control Committee, in writing at the time of the approval of the plans and specifications for said Structure. No sidewalk, driveway, walkway, access way, roadway or parking area shall be located, relocated or suffered to remain within the Property except as located on the plat of Coventry Woods or as determined in writing by the Architectural Control Committee. Complete specifications for construction of sidewalks, driveways, walkways, access ways, roadways and parking areas shall be submitted to the Architectural Control Committee, and its approval thereof endorsed thereon in writing.

Section 5. No sign, fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said Lots, nor shall a hedge, fence, wall or enclosure be erected, placed or suffered to remain upon said Lots until the written consent of the Architectural Control Committee, shall have been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name. Notwithstanding the foregoing, that portion of each Lot not containing a Structure, shall be landscaped in accordance with a landscape plan submitted to and approved by the Architectural Control Committee, and each such area shall thereafter be maintained in accordance with such plan. Notwithstanding anything contained herein to the contrary, no living trees or other living natural vegetation may be removed from any Lot prior to the approval of a landscaping plan for such Lot unless the approval of the Architectural Control is first obtained.

Section 6. In all instances where plans and specifications are required to be submitted to and approved by the Architectural Control Committee, if subsequent to receiving such approval there shall be any variance from the approved plans and specifications in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of this Declaration.

Section 7. Determinations by the Architectural Control Committee shall be made by a majority of the members present at any meeting. Unless waived by all members of the Committee, not less than two (2) days notice of a meeting shall be given each member in writing or by telephone at his residence address. A majority of the members of the Architectural Control Committee shall constitute a quorum. Although the Architectural Control Committee and Developer are granted by this Declaration certain discretion and rights of approval, disapproval and interpretation, which rights are to be exercised reasonably and in good faith by the Developer and the Architectural Control Committee, the Owners of Lots, as further consideration for the conveyance to them of such Lots, do, for themselves, their heirs, personal representatives, successors and assigns, and their successors in the ownership of such Lots, by their acceptance of the conveyance of such Lots, release and forever discharge the Architectural Control Committee and Developer from any claims they may have against either the

Architectural Control Committee or Developer arising out of their failure to exercise such discretion, rights of approval, disapproval and interpretation.

Section 8. Lots shall be used only for professional or business services, administrative offices, and uses of a similar nature approved by the Developer, or such other uses permitted in the applicable zoning district of the City of Perrysburg or Perrysburg Township, as the case may be, as such zoning regulations may change from time to time.

Section 9. No portion of a Lot nearer to any street than the building setback line or lines shown upon the plat of the Property shall be used for any purpose other than that of a lawn; provided, however, nothing herein contained shall be construed as preventing the use of such portion of the Lot for any approved sidewalk, driveway, walkway, access way or parking area, the planting of trees and shrubbery, the growing of flowers or ornamental plants, or for the purpose of beautifying the premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush or other unsightly growths, shall be permitted to grow or remain anywhere upon the Property, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

Section 10. The Developer reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, and for water, gas and sanitary and storm sewer pipes, lines and conduits or any other public utility facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all portions of the Property, regardless of whether such easements are for the installation of utilities to serve the Property or to serve other adjacent or nearby property, whether or not such nearby property is then subject to this Declaration.

Section 11. The Developer reserves to itself, its successors and assigns, a perpetual easement in, through, under, on and/or over those areas designated on the plat of the Property as easement, utility easement, driveway easement, drainage easement, sanitary easement, sewer easement, access way, parking and sidewalk easement, walkway easement, private roadway easement, or words of similar import, for the construction, operation and maintenance of electric light, telephone, telegraph and cablevision and similar poles, lines and conduits, mail pick up and distribution, and for water, gas and sanitary or storm sewer pipes, lines and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances, together with the right to relocate any such areas so designated on the plat of the Property, and to grant such additional utility easements, driveway easements, drainage easements, sewer easements, access way, parking and sidewalk easements, private roadway easements or similar easements in, through, under, on and/or over the Property as the Developer shall deem to be necessary for the development of the Property. Unless approved by the Developer, no Structure, or any part thereof, shall be

erected or maintained upon any part of the Property, over or upon which easements for the installation and maintenance of such public or private utilities, driveways, drainage facilities, sewer facilities, sidewalks, access ways, parking areas, private roadways or similar improvements will be or have been granted. The installation within the Property of any utilities, driveways, drainage facilities, sewer facilities, access ways, parking areas, sidewalks, private roadway or similar improvements shall be deemed to create the easements necessary to support such improvements without further acts by the Developer. No Owner of any Lot in the Property shall have the right to reserve or grant any easement or rights of way in, through, under, on or over any of the Lots without the prior written consent of the Developer, its successors and assigns, which consent shall not be unreasonably withheld unless the Developer, reasonably and in good faith, determines that such easement may have a material adverse effect on the development of the Property taken as a whole.

Section 12. In connection with the previous sections hereof, it is hereby provided that if, in the opinion of the Developer or the Architectural Control Committee, by reason of the shape, dimensions or topography of a Lot, or by reason of the Structure to be erected thereon, or for any other reason satisfactory to it, the enforcement of the provisions of said section would work a hardship, the Developer or the Architectural Control Committee may modify such provisions so as to permit variations in size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 13. No pole, lamp post, antenna, tower, or gas meter, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, and no advertising sign, billboard or other advertising device, whether for the purpose of advertising the sale of said Lot, or otherwise (other than signs of not more than six (6) square feet advertising the sale of the Lot on which such sign is located), shall be erected, placed or suffered to remain upon any Lot or upon or visible from the outside of any Structure without the consent of the Architectural Control Committee first having been obtained. Notwithstanding the foregoing, the right is reserved by the Developer to erect small Structures and place signs on any unsold Lot or improvements thereon. All signs placed on any Lot or Structure by an Owner other than the Developer shall be professionally painted.

Section 14. Subject to any site grading plan prescribed by the Wood County Engineer, Developer reserves the sole and exclusive right to establish grades and slopes on any Lot and to fix the grade at which any Structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the Property.

Section 15. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers entirely within the garage of a Structure, or within enclosed screened areas approved

by the Architectural Control Committee. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time, be established by the Developer.

Section 16. The Developer and the Architectural Control Committee reserve and are hereby granted the right in case of any violation or breach of any of the rules, regulations, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the Lot upon or as to which said violation or breach exists, and to summarily abate and remove, at the expense of the Owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by the Developer and/or the Architectural Control Committee, and the Developer and the Architectural Control Committee shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. The Lot Owner shall immediately reimburse the Developer and/or the Architectural Control Committee for any costs, including court costs and attorney fees and disbursements, incurred in connection with the Developer's and/or the Architectural Control Committee's cure, abatement or removal of such violation. Any failure to so reimburse the Developer and/or the Architectural Control Committee shall give the Developer and/or the Architectural Control Committee the right to place a lien upon such defaulting Owner's Lot for such amounts as set forth in ARTICLE FIVE hereof. A failure of the Developer or the Architectural Control Committee to enforce any of the rules, regulations, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof, and Developer and the Architectural Control Committee (as the case may be) shall at any and all times have the right to enforce the same.

Section 17. No grantee or successor in title shall subdivide or convey less than the whole of any Lot without first obtaining the written consent of the Developer.

Section 18. Any construction on a Lot shall be finished on the outside within twelve (12) months from the issuance of the building permits therefor and be reasonably free of debris. Such Lot owner shall be responsible for cleaning any debris that may pass to adjoining properties.

Section 19. No alterations shall be made in the location, height, or exterior design of any Structure erected, permitted or maintained upon any Lot after once established, unless written approval of such alteration shall first have been obtained from the Architectural Control Committee. No addition to any buildings shall be erected or maintained upon any Lot after once established unless written approval of such addition shall first have been obtained from the Architectural Control Committee.

Section 20. Whenever any of the foregoing covenants, reservations, agreements, rules or regulations provide for any approval, designation, determination, modification,

consent or any other action by the Developer, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of the Developer, as then recorded in the records of Wood County, Ohio, shall be sufficient.

Section 21. The Developer may, as it deems advisable, adopt such other reasonable rules and regulations consistent with the provisions and purpose of this Declaration for the use, maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and residents of the Lots in the Property.

Section 22. Unless otherwise approved by the Architectural Control Committee, no loading docks or delivery vehicle parking shall be located at the front of any building facing the street upon which the Lot abuts. Unless otherwise approved by the Architectural Control Committee, all permanent truck parking shall be located at the rear of any building located on a Lot which is opposite the street upon which the Lot abuts. Notwithstanding any parking regulations of the City of Perrysburg or Perrysburg Township, as the case may be, no trucks or delivery vehicles shall be parked or stopped for more than five (5) minutes on any street adjoining a Lot.

Section 23. Without first obtaining the approval of the Architectural Control Committee, no equipment, trailers, inventory, supplies, waste containers, barrels, pallets, construction materials or other items shall be stored outside on a Lot, unless concealed from public view and from other Lots. Any approval of outside storage by the Architectural Control Committee may require mounding, berms, fencing, walls, screening and/or landscaping. This provision shall not be applicable to the materials, equipment and supplies stored on a Lot in connection with and as part of the construction of a Structure on a Lot, which materials, equipment and supplies are promptly removed upon completion of construction.

Section 24. Upon completion of construction of a Facility on any Lot, the Lot Owner shall construct sidewalks across the frontage of the Lot to the construction specifications and location requirements of the City of Perrysburg or Perrysburg Township, Ohio, as the case may be. Should such Lot Owner fail to construct such sidewalks as provided herein, the Developer shall have all rights and remedies available for violation of this Declaration, including, without limitation, the rights set forth in Article II, Section 16 hereof.

ARTICLE THREE

Section 1. The Common Areas shall hereafter be for the use and enjoyment of the Owners of all of the Lots in the Property.

Section 2. No Structure or any addition thereto or any alteration thereof shall be commenced, erected, reconstructed, placed, maintained or suffered to remain upon the Common Areas without the prior written consent of the Developer.

Section 3. Upon conveyance of the final unsold Lot in the Property by the Developer, or at such earlier time as the Developer may elect, the Developer shall convey title to the Common Areas to the Association, subject to all easements, licenses and other property interests affecting such areas at the time of such conveyance.

ARTICLE FOUR

Section 1. On or before the conveyance of the first Lot in the Property by the Developer, the Developer may cause to be formed an unincorporated association made up of the Owners of each Lot in the Property. Upon the formation of such Association, every Owner of a Lot in the Property shall become a member thereof, and each such Owner, including the Developer, shall be entitled to one vote on each matter submitted to a vote of members for each Lot in the Property owned by him or it. Notwithstanding the foregoing, the Developer shall be entitled to three (3) votes for each Lot owned by or on behalf of it in the Property. Where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2. The Association, by a two-thirds (2/3) vote by written action without a meeting or by majority vote at a duly called meeting may adopt such reasonable rules and regulations consistent with this Declaration as it may deem advisable for the operation of the Association.

Section 3. The Association shall be responsible for (i) the care and maintenance of the landscaping and any structures located on the Common Areas, including, without limitation, the maintenance repair and replacement of (a) all sidewalks adjacent to Simmons Road for which the Lot Owners are responsible, (b) the main entrance sign, all directional signs and all Common Area improvements, including, without limitation, landscaping, irrigation systems, lighting and fencing, (c) all improvements in the Common Areas or rights of way within the plat of the Property which are not the responsibility of one or more governmental entities, and (d) any other improvements within the plat of the Property, whether located in the Common Areas or on one or more Lots, which are for the general use of all Lot Owners, (ii) real estate taxes and assessment which may be assessed by public authorities against all of the Common Areas, and (iii) such other obligations as are provided herein or necessary or proper for the operation of the Property.

Section 4. All expenses incurred by the Association shall be borne equally by each Owner of a Lot in the Property. That portion of such expenses allocable to each such Lot Owner in the Property shall be equal to the allocable expense times a fraction, the numerator of which is one (1) and the denominator of which is the number of Lots in the Property.

ARTICLE FIVE

Section 1. Each and every Lot Owner in the Property shall be subject to an equal annual assessment in such amount as may be annually determined by the Association. The annual assessments for each calendar year shall be determined by the Association, prior to the end of the preceding calendar year and shall be payable to the Association in quarterly installments beginning on the first day of January of such year. The Association shall have a perpetual lien upon each of the Lots in the Property to secure the payment of the annual assessment due for such Lot, plus interest thereon at the rate of fifteen percent (15%) per annum from and after the due date thereof, plus costs of collection, and each such assessment shall also be the personal obligation of the Owner of each Lot within the Property at the time when the assessment fell due. Each assessment shall become a lien against the Lot for which such assessment is to be paid on the first day of the month in which it is due. In default of the payment of any assessment within sixty (60) days of its due date, the lien for said charge may be recorded against the Lot for which the assessment remains unpaid by filing in the office of the Recorder of Wood County, Ohio, a "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

NOTICE OF LIEN

Notice is hereby given that Coventry Woods Property Owners Association claims a lien for unpaid annual assessments for the years in the amount of $ against the following described premises:

(Insert legal description)

COVENTRY WOODS PROPERTY OWNERS ASSOCIATION

By _____
President

STATE OF OHIO)
) **SS:**
COUNTY OF WOOD)

The foregoing instrument was acknowledged before me this day of , ____, by , President of Coventry Woods Property Owners Association, an Ohio unincorporated association, on behalf of the association.

_____
Notary Public

In the event any of said assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to recover and have and enforce against each defaulting Lot a lien for all interest due thereon plus its costs and expenses in that behalf, including title expense, court costs, attorney fees and disbursements. No Owner may waive or otherwise escape liability for the annual assessments provided for herein by non-use of the Property or by abandonment of his Lot. Any Lot Owner shall notify the Association in writing at least ten (10) days prior to the sale or transfer of a Lot. The lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

The aforesaid annual assessments to be levied against each Lot Owner shall be

equal to the product of the total annual budget for the Association times a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots within the Property. The assessments shall be applied toward payment of the following costs and expenses:

(a) for the discharge of all obligations of the Association as set forth herein or as established by the Association;

(b) for legal and accounting services for the Association;

(c) for the full amount of any taxes and assessments assessed against the common Areas, whether the Common Areas are then held in the name of the Developer or its nominee or the Association;

(d) for fire, casualty and liability insurance to protect the Association and its officers, directors and members, for liability incident to the operation or ownership and the use of the Common Areas;

(e) for a reserve for extraordinary expenses of the Association;

(f) for the cost of collecting assessments, and expenses of maintaining the Association, and for any and all other purposes which the Association may determine from time to time to be for the general benefit of the Owners of Lots in the Property; and

(g) for such other purposes as the Association shall deem to be in the best interests of the Lot Owners.

Such assessments may be increased, decreased or adjusted from time to time by the Association as the interest of the Lot Owners in the Property may, in its judgment, require. The Association shall exercise its discretion and judgment as to the amount of its funds to be expended in connection with each of the purposes for which its funds are collected, and its discretion in reference thereto shall be binding upon all the interested parties. Upon demand of any Lot Owner and after payment of a reasonable charge therefor, the secretary or treasurer of the Association shall promptly issue a certificate setting forth whether all assessments have been paid for such Lot Owner's Association, and, if not, the total amount of any unpaid assessments. Any such certificate stating that all assessments have been paid shall be conclusive evidence of such payment.

Section 2. Notwithstanding anything contained herein to the contrary, the Owner of each Lot shall be responsible for any damage or destruction to the Common Areas or any other areas for which the Association is responsible caused by reason of its own or any

occupant's act or negligence, or by the act or negligence of any invitee, licensee, contractor, subcontractor, lessee, sublessee or guest of such owner or occupant.

ARTICLE SIX

Section 1. The Developer hereby reserves the right to amend the Plat of the Property at any time and from time to time, without the consent of the Association or the Owner of any Lot in the Property, to subdivide any Lot into two or more Lots or to combine two or more Lots into a single Lot, provided the Owner of any Lot which is, in whole or part, subdivided or combined shall consent thereto. In the event the Developer so elects to amend the Plat of the Property, each Lot Owner whose Lot is not directly affected by such subdivision of combination, by his acceptance of a deed to a Lot, agrees to cooperate and execute all documents necessary to effect such amendments. In order to facilitate each such amendment, each Lot Owner, by his acceptance of a deed to a Lot, and the Association, hereby irrevocably appoint the Developer his and/or its attorney-in-fact to execute, acknowledge and record, for and in the name of each Lot Owner and/or in the name of the Association, such instruments or documents as may be necessary, from time to time, to so amend the Plat of the Property as provided herein, provided such power of attorney shall not be used on behalf of the Owner of any Lot which is at such time, in whole or part, being subdivided or combined. This power of attorney is coupled with an interest and shall be binding upon any successor in title to a Lot or any successor or assign of the Association.

ARTICLE SEVEN

Section 1. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of the Developer and the Association, as the case may be, created or reserved by this Declaration or by Plat or Deed restrictions heretofore recorded, and all easements, rights, benefits, and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every Owner of any interest therein, and inure to the benefit of such Owner, in like manner as if the provisions of this Declaration were recited and stipulated in each and every deed of conveyance.

Section 2. The several restrictions, covenants, conditions, agreements and other provisions herein contained shall run with the land in the Property, and shall be binding upon all persons (either natural, corporate, or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in the Property or any Lots therein, regardless of how or in what manner said interest is

acquired, until the first day of January 1, 2025, and except as otherwise provided in Section 3 hereof, at which time this Declaration shall be automatically extended for successive periods of ten (10) years.

Section 3. This Declaration may be amended prior to January 1, 2030 with the written approval of the then Owners of not less than two-thirds (2/3) of the Lots in the Property and with the consent of the Developer, which amendment shall become effective from and after filing with the Recorder of Wood County, Ohio of an instrument stating the amendment and signed by all approving Lot Owners with the formalities required by law. These covenants and restrictions may be terminated after January 1, 2025, and may be amended or terminated thereafter with the written approval of the Owners of not less than one-half (1/2) of the Lots in the Property upon the filing of an instrument as aforesaid with the Recorder of Wood County, Ohio.

Section 4. Notwithstanding the provisions of Section 3 hereof, the Developer has reserved the right to grant easements at any time and from time to time, as provided in this Declaration. In the event the Developer so elects to grant easements pursuant hereto, each Lot Owner, by his acceptance of a deed to a Lot, agrees to cooperate and execute all documents necessary to effect the granting of such easements. In order to facilitate the granting of such easement, each Lot Owner, by his acceptance of a deed to a Lot, and the Association, hereby irrevocably appoint the Developer his and/or its attorney-in-fact to execute, acknowledge and record, for and in the name of each Lot Owner and/or in the name of the Association, such instruments or documents as may be necessary, from time to time, to grant easements as provided herein. This power of attorney is coupled with an interest and shall be binding upon any successor in title to a Lot or any successor or assign of the Association.

Section 5. The Developer shall have the right to construe and interpret this Declaration, and its construction or interpretation, in good faith, shall be final and binding as to all persons and property benefited or bound by this Declaration.

Section 6. Developer reserves the right to change, modify, alter or rescind any of the restrictions and covenants therein contained.

Section 7. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, regardless of the frequency and number of violations or breaches that may occur.

Section 8. The invalidity of any restrictions hereby imposed, or of any provisions hereof, or of any part of such rules, regulations or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 9. A violation of any of the rules and regulations adopted by the Developer, or by the Association, as the case may be, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 10. The rights, privileges and powers herein retained by the Developer shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, Coventry Woods, Ltd. has caused this Declaration to be signed by its duly authorized officers on the day and year first above written.

COVENTRY WOODS, LTD.

By _____
David W. Kienzle, Managing Member

Shawnee Sauer

Dorothy L. Powell

STATE OF OHIO)
) **SS:**
COUNTY OF WOOD)

BEFORE me, a Notary Public, in and for said County, personally appeared David W. Kienzle, Managing Member, of said Coventry Woods, Ltd., who acknowledged that he did sign said instrument as Managing Member of said Coventry Woods, Ltd., an Ohio limited liability company, in behalf of said limited liability company and by authority of its members; and that said instrument is the voluntary act and deed of the said David W. Kienzle as such member and the voluntary act and deed of said limited liability company for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 29th day of June 1998.

_____
Notary Public

CHARLES J. NIRA
Notary Public, State of Ohio
My commission has no expiration date.
Section 147.03

This Instrument prepared by:
John W. Hilbert II, Esq.
Toledo, Ohio 43604

The Property is more fully described as follows:

Lots 1, 2, 3, 4 and 5 in COVENTRY WOODS EXECUTIVE PARK, as recorded in Plat 22-206, in Perrysburg Township, Wood County, Ohio.

RECORDER'S OFFICE, WOOD COUNTY, OHIO
Received for Record
July 7 19 98 at 2:45 P
Vol. 736 Page 803 Record of Deed
Sue Kinder
SUE KINDER, RECORDER
$ 78.00

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