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Entity Number 1571953

Christopher A. Lewis
Secretary of the Commonwealth

ARTICLES OF INCORPORATION - DOMESTIC NONPROFIT CORPORATION

DEC8:15-6306 (Rev 89)

In compliance with the requirements of 15 Pa. C.S. § 5306 (relating to articles of incorporation), the undersigned, desiring to incorporate a nonprofit corporation, hereby states that:

1. The name of the corporation is: Coventry Pointe Homeowners Association

2. The (a) address of this corporation's initial registered office in this Commonwealth or (b) commercial registered office provider and the county of venue is:

(a) 90 Black Mat Road Douglasville PA 19518 Berks
Number and Street City State Zip County

(b) _____
Name of Commercial Registered Office Provider County

For a corporation represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the corporation is located for venue and official publication purposes.

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes:
the acquisition, construction, management, maintenance, and care of association property.

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. (Strike out if inapplicable): The corporation is organized upon a stock/nonstock basis.

6. (Strike out if inapplicable): The corporation shall have no members.

7. (Strike out if inapplicable): The incorporators constitute a majority of the members of the committee authorized to incorporate:
by the requisite vote required by the organic law of the association for the amendment of such organic law.

8. (Strike out if inapplicable): These Articles of Incorporation may be amended in the manner at the time prescribed by statute, and all rights conferred upon members herein are granted subject to this reservation.

9. The name(s) and address(es) of each incorporator(s) is (are):

Name(s)	Address(es)
<u>Walt Montague</u>	<u>1608 Walnut Street</u>
	<u>9th Floor</u>
	<u>Philadelphia, PA 19103</u>

9030 135

DSCB:15-5306 (Rev 89)-2

IN TESTIMONY WHEREOF, the Incorporator(s) has (have) signed these Articles of Incorporation this 13th day of

June, 19 90.

Del Montague
(Signature)

(Signature)

(Signature)

SO JUN 18 AM 10:40
PA DEPT. OF COMMERCE

BYLAWS FOR
COVENTRY POINTE HOMEOWNERS ASSOCIATION

ARTICLE I

Definitions

Section 1.1 "Association" shall mean the Coventry Pointe Homeowners Association which has been organized as a nonprofit corporation under the laws of the Commonwealth of Pennsylvania.

Section 1.2 "The Property" shall mean all or such portions of a certain tract of 15.421 acres of land lying between Schuylkill Road and Cedarville Road, North Coventry Township, Chester County, Pennsylvania, as have been and as may in the future be included in the development known as "The Townhomes at Coventry Pointe" or "Coventry Pointe" and governed by a certain Declaration of Covenants, Easements and Restrictions ("Declaration") recorded in Chester County, Pennsylvania, in _____ Book, # _____ page _____ and any Amendments thereto.

Section 1.3 All capitalized terms shall have the meanings given to such terms in the Declaration unless otherwise defined in these Bylaws.

ARTICLE II

Location

The principal office of the Association shall be located at 90 Black Mat Road, Douglassville, Pennsylvania 19518, or at such other place as may hereafter be designated from time to time by the Board.

ARTICLE III

Membership

Section 3.1 Every Owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association 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 3.2 The rights of membership are subject to the payment of Annual and Special Assessments levied by the Association, the obligation of which Assessments is imposed against each owner of, and becomes a lien upon, the property

against which such Assessments are made as provided by Article VIII of the Declaration to which The Property are subject.

Section 3.3 The membership rights of any Owner may be suspended by the Directors (who may act through the Management to the extent authorized in the Declaration).

ARTICLE IV

Voting Rights

Subject to any special rights of the Declarant as provided in the Declaration, each Member shall be entitled to one vote for each Lot owned by him or by her. When more than one person owns an interest in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they determine between or among themselves, but in no event shall more than one vote be casted with respect to any one Lot.

ARTICLE V

Property Rights and Rights of Enjoyment of Common Areas and Facilities

Members may delegate their rights of enjoyment in the Common Areas and Facilities to the members of their family who reside upon The Property or to any of their tenants who reside thereon under a leasehold interest for a term of six months or more. Such member shall notify the Secretary in writing of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension as provided in Section 3.2 (8) of the Declaration, to the same extent as those of the member.

ARTICLE VI

Board of Directors

Section 6.1 The affairs of the corporation shall be managed by a board of not fewer than three (3) nor more than five (5) directors. Beginning with the first annual meeting to be held after the Developer's Conversion, the members shall elect all of the directors. The two candidates receiving the highest number of votes shall serve terms of two (2) years and the remaining elected candidate shall serve a term of one (1) year. Thereafter the terms of all directors shall be two (2) years. The Developer of Coventry Pointe has reserved the right to designate one (1) person to serve as a non-voting director, in

addition to the elected directors, to serve until the Developer no longer owns any Townhomes in Coventry Pointe.

Section 6.2 Vacancies in the Board shall be filled by a majority of the remaining directors. Any such appointed director shall hold office until the expiration of the term of the directorship so vacated.

ARTICLE VII

Nominations and Election

Section 7.1 The election of Directors shall be held at the annual meetings of the Association, subject to the provisions of Article VI. A Director may serve an unlimited number of terms and may succeed himself or herself.

Section 7.2 Persons qualified to be Directors may be nominated for election only as follows:

Any Member may submit to the Secretary at least twenty-five (25) days before the meeting at which the election is to be held a nominating petition signed by members owning at least five (5) Townhomes in the aggregate, together with a statement that the person nominated is willing to serve on the Board, and a biographical sketch of the nominee. At least fifteen (15) days before the meeting, the members shall be notified in writing of all such nominees and shall be furnished with the biographical sketches of nominees and with ballots. The ballots shall contain the typed or printed names of all nominees listed in alphabetical order by last name.

Section 7.3 All elections to the Board shall be by written ballot. The nominees receiving the largest number of votes shall be elected.

ARTICLE VIII

Directors' Meetings

Section 8.1 The first meeting of a newly elected Board shall be held within ten (10) days of election at a place fixed by the President at the meeting in which the Board was elected. Notice of the first meeting shall be sent to each Director at least three (3) days before the date of the meeting. Thereafter regular meetings of the Board shall be held without notice at such place and time as may be fixed by resolution of the Board. Regular meetings of the Board shall be held not less often than once in every two months. One such meeting shall be held in the month of October for the purpose of adopting a budget for the

following calendar year, which meeting may not be waived by the Directors.

Section 8.2 Special meetings of the Board shall be held when called by the President or by any two (2) Directors after not less than two (2) days notice to each Director. Notice may be given personally or by mail, telephone or electronic transmission and shall state the time, place and purpose of the meeting.

Section 8.3 A majority of the number of the Directors shall constitute a quorum for the transaction of business. The acts of a majority of those present at a meeting at which a quorum is present shall be the acts of the Board.

Section 8.4 The Directors may take any action in the absence of a meeting which they could take at a meeting if all of the Directors individually or collectively consent in writing to such action. Any such written consent shall be filed with the Secretary and included with the Minutes of the Board.

Section 8.5 Any Director may waive notice of a meeting. Attendance at any meeting of the Board by any Director shall be a waiver of notice by him or her of the time and place thereof.

Section 8.6 Any Director present at any meeting shall be deemed to have assented to any action taken at the meeting, unless his or her dissent is entered on the Minutes or unless his or her written dissent is filed with the Secretary at or immediately following the adjournment of such meeting, but no Director may dissent from any action for which he or she voted at the meeting.

Section 8.7 One or more Directors may participate in and be counted for quorum purposes at any meeting of the Board by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at a meeting.

Section 8.8 No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors are officers or directors, or are financially interested, shall be void or voidable because such Director or Directors are present at any meeting of the Board which authorized or approved the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(a) The fact that a Director is also such a director or officer or has such financial interest is disclosed or known to the Board, and is noted in the Minutes thereof, and the Board authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such interested Director and Directors; or

(b) The contract or transaction is made in good faith and is not unconscionable to the Association at the time it is authorized, approved or ratified.

Section 8.9 Whenever the Declaration, the Articles of Incorporation or these Bylaws shall require written permission of the Board, such permission shall consist of a written statement setting forth the action or activity for which such permission is granted, signed by at least one (1) Director who should be authorized to sign such permission by the vote of the Board of Directors. Written permission of the Association shall consist of a similar written statement signed by the Secretary of the Association who shall have been authorized to give such permission by a vote of the Association as may be required to allow the requested action or activity. The action or activity for which permission is granted shall be noted by the Secretary in the records of the Board of Directors or the Association, as applicable.

ARTICLE IX

Officers

Section 9.1 The officers shall be a president, a secretary, and a treasurer. Any officer other than the president may hold more than one office.

Section 9.2 The officers shall be chosen annually by majority vote of the Board. The officers shall attend all meetings of the Board and of the membership.

Section 9.3 All officers shall hold office during the pleasure of the Board. No officer shall receive compensation for serving in such office.

Section 9.4 The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and sign all leases, contracts, mortgages, and deeds and shall co-sign with the treasurer all checks and notes of the Association in excess of \$5,000. The president shall be a member of all committees, ex officio.

Section 9.5 The secretary shall be ex officio the secretary of the Board, shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. The secretary shall sign all certificates of membership. The secretary shall keep the records of the Association. The secretary shall record in a book kept for that purpose the names of all members of the Association together with their addresses as registered by such members (see Article XI, Section 11.3).

Section 9.6 The treasurer shall oversee the receipt and deposit in appropriate bank accounts of all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The treasurer shall sign all checks and notes of the Association in excess of \$5,000, provided that all such checks and notes shall also be co-signed by the president. The treasurer shall keep proper books of account and shall cause an annual audit or review of the Association's financial records to be made by a certified public accountant at the end of each fiscal year.

Section 9.7 The ministerial and administrative functions of the secretary and the treasurer may be delegated to a property management company engaged by the Board to manage the Property.

ARTICLE X

Committees

Section 10.1 The Standing Committees of the Association shall be the Architectural Control Committee and an Audit Committee.

Section 10.2 The Architectural Control Committee shall have the duties and functions described in Article VIII of the Declaration. The Architectural Control Committee shall also make recommendations to the Board from time to time of any matters concerning the physical condition or appearance of the Property.

Section 10.3 The Audit Committee shall supervise the annual audit of the Association's books and approve the annual budget and balance sheet statement to be presented to the membership at its regular annual meeting. The treasurer shall be an ex officio member of the Committee.

ARTICLE XI

Meetings of Members

Section 11.1 The regular annual meeting of the members shall be held in May in each year. If the day for the annual meeting of the memberships shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

Section 11.2 Special meetings of the members for any purpose may be called at any time by the President, the Secretary or Treasurer, or by any two or more members of the Board, or upon written request of the members who have a right to vote twenty-five percent (25%) of all of the votes of the entire membership.

Section 11.3 Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the corporation. Each member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted. However, if the business of any meeting shall involve an election governed by Article VII or any action governed by the Articles of Incorporation or by the Declaration, Notice of such meeting shall be given or sent as therein provided.

Section 11.4 The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes of the entire membership shall constitute a quorum for any action governed by these Bylaws.

ARTICLE XII

Proxies

Section 12.1 At all corporate meetings of members, each member may vote in person or by proxy.

Section 12.2 All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months, and every proxy shall automatically cease upon sale by the member of his home or other interest in The Property. All proxies shall be revocable and a revocation shall be effective only if in writing, signed by the party giving the proxy to be revoked, and received by the secretary before the

which shall have been authorized as to any issue pending at the time of the suspected transaction.

ARTICLE XIII

Books and Papers

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any members or their authorized representatives.

ARTICLE XIV

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words:

"Coventry Points Association Seal"

ARTICLE XV

Indemnification

Section 15.1 Every member of the Board, every officer of the corporation shall be indemnified by the corporation against all expense and liabilities, including counsel fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be made a party or in which he or she may become involved by reason of being or having been a member of the Board, or an officer, whether or not he or she is a member of the Board or an officer at the time such expenses are incurred. This indemnification shall not apply in cases where the member of the Board or officer is adjudged liable for misconduct in the performance of his or her duties in office. This indemnification shall be an addition to and not exclusive of all other rights to which such member of the Board or officer may be entitled. This indemnification is intended to exercise the broadest indemnification which this corporation is authorized to afford pursuant to the Pennsylvania Non-Profit Corporation Law of 1988 or any amendment thereto that maybe hereafter enacted from time to time.

Section 15.2 The Board shall obtain insurance to indemnify Board members and officers and to indemnify the corporation for any obligation which it incurs as a result of the indemnification obligation of the corporation, in and to the extent commercially available.

ARTICLE XVI

Amendments

Section 16.1 These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of each class of members present in person or by proxy. Those provisions of these Bylaws which are governed by the Articles of Incorporation of this corporation may not be amended except as provided in the Articles of Incorporation or applicable law. Any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

Section 16.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflicts between the Declaration applicable to The Property referred to in Section 16.1 and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, we, being all of the Directors of the Association, have hereunto set our hands this 29th Day of June, 1990.

Robert Danil

Wm J. Kelly

Patricia Keim

ST# 40580-111

2 Thap files
CCR

MAY 25 1990

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AND
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THE TOWNHOMES AT COVENTRY POINTE
NORTH COVENTRY TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
COVENTRY CLUSTERS CORPORATION, DECLARANT

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Exhibit "A" - Site Plan
Exhibit "B" - Declared Property

DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS

THIS DECLARATION, is made and executed as of June 1, 1990 by Coventry Clusters Corporation (the "Declarant").

Recitals

Declarant is the owner of certain real property situate in North Coventry Township, Chester County, Pennsylvania, more particularly described in the Site Plan (Exhibit "A") attached hereto and made a part hereof; and

Declarant desires to create thereon a residential neighborhood to be known as "The Townhomes at Coventry Pointe" or "Coventry Pointe", of which a portion of certain Lots and other real and personal property may be designated as Common Areas and Facilities for the common benefit, use, and enjoyment of the residents of Coventry Pointe.

Declarant wishes to provide for the maintenance, administration, insurance and operation of the Common Areas and Facilities of The Townhomes at Coventry Pointe.

NOW, THEREFORE, Declarant, intending to be legally bound, hereby declares that the property described in Exhibit "B" and such additions thereto as may be made hereafter pursuant to

the provisions of Article II hereof, is and shall be held, transferred, sold, conveyed, and occupied together with the rights and benefits of, and subject to all agreements now of record relating to the Property and to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I - Definitions

1.1 The following words, when used in this Declaration (unless the context clearly indicates otherwise), shall have the following meanings:

(a) "Additional Property" means any portion of the property described in Exhibit "A" other than any portions shown in Exhibit "B" as it may be amended from time to time as provided in Article II.

(b) "Assessment" means that portion of the cost of operating, maintaining, repairing, administering, managing, insuring, replacing and improving the Common Areas and Facilities and managing and administering the Property, as levied from time to time upon the Owners by the Association pursuant to this Declaration and the Bylaws of the Association. Assessments based on the budget are called Annual Assessments. Other assessments are called Special Assessments.

(c) "Association" means that non-profit corporation to be known as the Coventry Pointe Homeowners' Association, the membership of which shall be all Owners, including Declarant, from time to time, and no others.

(d) "Board" means the Board of Directors of the Association which shall have the authority, responsibility and power to manage the Association in accordance with the Pennsylvania Non-Profit Corporation Law of 1988 and the Bylaws of the Association.

(e) "Common Areas and Facilities" means all real property, and the improvements thereon including without limitation all streets, common sidewalks, gang mailboxes adjacent to sidewalks and on-site and off-site sewer facilities in which the Association holds a fee title or an easement for the common benefit or use and enjoyment of the Owners, including all portions of the Property not included within the Lots as shown on the Title Plan and all real and personal property which the Association owns.

(f) "Common Expenses" means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves, for which the Association is empowered to levy Assessments upon all Owners.

(g) "Declarant" means Coventry Clusters Corporation (a Pennsylvania corporation) and its successors and assigns if any such successor or assign acquires more than one undeveloped lot from the Declarant for the purpose of development and is so designated by an instrument recorded in the office of the Recorder of Deeds of Chester County, Pennsylvania.

(h) "Declaration" means this document, as it may be amended from time to time.

(i) "Developer's Conversion" means the occasion upon which the Declarant no longer has a right to designate at least one voting Director.

(j) "Director(s)" means member(s) of the Board.

(k) "Equivalent Dwelling Unit" or (EDU) means the standard amount of domestic sewage effluent per dwelling to be treated in the municipal sewage treatment facility.

(l) "Lot(s)" means one or more lots or other parcel in the Property other than the "common open space lots" shown on Exhibit "B" together with any and all improvements thereon, on which a residential structure could lawfully be

constructed, whether or not one has been constructed. The maximum number of Lots in Coventry Pointe shall be 107.

(m) "Management" means the firm or individual with not less than five years of experience in managing homeowners associations, engaged by Declarant or by the Board to manage and operate the Association pursuant to a written management agreement.

(n) "Member(s)" means the members of the Association, who shall be all of the Owners.

(o) "Owner" means the record owner(s) of the fee simple title to any Lot from time to time.

(p) The "Property" means the real property described in Exhibit "B", and such additions thereto as hereafter may become subject to this Declaration by amendments.

(q) "Recreational Facilities" means the swimming pool, basketball court, volleyball court and the spaces immediately surrounding each and such other similar facilities as may be established within the Common Areas and Facilities hereafter.

(r) "Rules and Regulations" means such pronouncements issued by or upon the authority of the Board, published to all Members, which govern or regulate the conduct of persons upon the Property, consistent with this Declaration.

(s) "Townhome" means a residential dwelling which shares one or more party walls with another dwelling on the Property.

ARTICLE II - Future Expansion of the Property

2.1 Reservation. The Declarant explicitly reserves the rights until the seventh (7th) anniversary of the recording of this Declaration, to expand the Property from time to time without the consent of the Association or of any Owner, Member, mortgage holder or otherwise, to bring within the terms of this Declaration, subject to the burdens and obligations and together with the rights and benefits set forth herein. The right to expand may be terminated before such anniversary only by Declarant's filing an amendment to this Declaration.

2.2 Assurances. Declarant makes no assurances as to the construction or location of lot lines or buildings or other improvements on the Additional Property. Any buildings to be constructed on the Additional Property, if it is brought within the term of this Declaration, will be compatible in quality,

size, materials and architectural style with the buildings on the Property.

2.3 Method and Effect of Expansion. The expansion permitted by Section 2 above shall be effected by Declarant's recording a Supplemental Declaration in the Office of the Recorder of Deeds of Chester County, Pennsylvania, referring to this Declaration. Upon the recording of such Supplemental Declaration, the provisions hereof shall become applicable to the Additional Property in all respects as if it had been part of the Property from the date hereof.

ARTICLE III - The Coventry Pointe Homeowners' Association - Organization

3.1 The Declarant shall cause a Homeowners Association to be known as the Coventry Pointe Homeowners Association to be organized at or before the first conveyance by the Declarant of any Lot in the Property. The membership of the Association at all times shall consist exclusively of all of the Owners and the Declarant. The Association shall be formed as a Pennsylvania non-profit corporation.

3.2 Subject to the provisions of this Declaration, the Association and its Board may:

- (1) adopt and amend Bylaws, Rules and Regulations;

- (2) adopt and amend budgets for revenues, expenditures and reserves and collect assessments and other sums owing to the Association;
- (3) hire and terminate management and other employees, agents and independent contractors;
- (4) subject to the provisions of Section 14.4, institute, defend or intervene in proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Property.
- (5) regulate the use, maintenance, repair, replacement and modification of the Common Areas and Facilities;
- (6) acquire, hold, encumber and convey in its own name any right, title to or interest in real or personal property;

- (7) grant easements, leases, licenses and concessions through and over the Common Areas and Facilities;

- (8) impose charges for late payment of assessments, and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws and Rules and Regulations of the Association, suspend a Member's voting rights and right to use any Recreational Facilities that may be constructed on the Common Areas during any period in which such Member shall be in default of the payment of any Assessment levied by the Association. Such rights may be also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of the Rules and Regulations;

- (9) impose reasonable charges for the preparation of resale certificates or statements of unpaid assessments as may be required by any other section of this Declaration or

requested by or on behalf of any selling
owner;

- (10) provide for the indemnification of its
officers and Board and maintain directors'
and officers' liability insurance;
- (11) exercise any other powers conferred by this
Declaration or the Bylaws of the
Association;
- (12) exercise all other powers that may be
exercised in this Commonwealth by legal
entities of the same type as the Association
subject to the limitations provided elsewhere
in this Declaration;
- (13) obtain and keep in force insurance policies
for the benefit of the Association and its
members as provided by this Declaration; and

3.3 The Declarant shall appoint three persons to serve
as Directors of the Association until they are succeeded by
Directors elected by the Members. After 27 Townhomes shall have
been conveyed to Owners other than Declarant, Members (other than
Declarant) shall have the right to elect one Director to the

three member Board. After 80 Townhomes have been conveyed to Owners other than Declarant, Members (including Declarant) shall have the right to elect all Directors. The Bylaws of the Association may provide for a Board of more than three Directors. At the first annual meeting following the Developer's Conversion, the Members shall elect three (3) Members (or such larger number as the Bylaws may then provide) to serve on the Board of Directors, who shall be elected to serve until their respective successors are elected. The nominee receiving the two highest number of votes at such meeting shall be elected to serve a two-year term, and the nominee receiving the next highest number of votes shall be elected to serve a one-year term. At each subsequent annual meeting, elections shall be held to fill the vacancies on the Board of Directors caused by the current expiration of the terms of office of directors, and all persons so elected shall be elected for two-year terms.

3.4 The business and affairs of the Association shall be managed by the Board of Directors. Each Director shall be a natural person of full age. All of the Directors shall be Members of the Association except those appointed by the Declarant, but no Member shall be qualified to be elected to the Board or to serve as a Director if he or she is then suspended from exercising any rights of membership because of any default, delinquency or infraction of the Association's Assessments or rules. The Board may act in all instances on behalf of the

Association, excepting that the Board may not act on behalf of the Association to amend the Declaration, to terminate the Association or to elect members of the Board or determine the qualifications, powers and duties or terms of office of Board members. But the Board may fill vacancies in its membership for the unexpired portion of any term.

3.5 Until the 107th Townhome is conveyed, the Declarant reserves the right to designate a fourth member of the Board who shall have all rights and privileges of a Director except the right to vote.

ARTICLE IV - Easements

All easements herein reserved are reserved to the Declarant, its successors and assigns. All easements herein granted and reserved shall run with the land. The easements recited in this Article are in addition to all easements of record at the date this Declaration is first recorded and all easements shown on any plan attached hereto as an exhibit or referred to herein.

4.1 Declarant's Use for Marketing Purposes. The Declarant reserves an easement to maintain, use and relocate marketing offices, management offices, models and signs and

construction, trailers and equipment for use in connection with this development throughout the Property.

4.2 Easement to Facilitate Completion and Expansion.

The Declarant reserves an easement through the Property as may be reasonably necessary for the purpose of discharging the Declarant's obligations or to complete the construction and improvements upon the Property and upon the Additional Property.

4.3 Easements to Use Common Areas and Facilities. The

Declarant reserves to itself and grants to the Association, each Owner and each person lawfully residing on the Property a non-exclusive perpetual right and easement of access to, and enjoyment of, the amenities and recreational facilities constituting the Common Areas and Facilities and easements shown on the plans.

4.4 Utility and Maintenance Easements. The Declarant

reserves to itself and grants to the Association the right and privilege to grant rights, licenses and easements to appropriate utility and service companies and governmental agencies or authorities [and providers of cable television transmission systems] for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property or the Additional Property and to perform such maintenance and repairs thereto as may be necessary or appropriate. The

easements created pursuant to this section shall include, without limitation, rights of Declarant, or the providing utility or service company or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sanitary and storm sewer and drain lines, pump stations, telephone wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment, ducts and vents over, under, through, along and on the Property. Unless approved in writing by the Owner or Owners affected thereby, any such easements through a Lot shall be located either in substantially the same location as such facilities or similar facilities existed at the time of the first conveyance of the Lot by the Declarant, or so as not to interfere materially with the use or occupancy of the Lot.

4.5 Declarant's Easement to Correct Drainage.

Declarant reserves to itself and grants to the Association an easement on, over, and under those portions of the Lots not located within a Townhome for the purpose of maintaining and correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement reserved by this section expressly includes the right to cut any trees, bushes or shrubbery to grade the soil or to take any other action reasonably necessary.

4.6 Easement for Governmental Personnel. Declarant grants a right of entry on the Common Area and Facilities to law enforcement officers, authorized representatives of North Coventry Township and North Coventry Municipal Authority, fire and rescue personnel as needed to carry out their duties, including enforcement of cleared emergency vehicle access zones.

4.7 Driveway, Parking and Walkway Easements. The portions of all driveways and walkways within any Lot and which provide direct access to an adjoining Lot are subject to an easement for pedestrian or vehicular passage in favor of the adjoining Lot Owners, their guests and invitees. The parking spaces shown on Exhibit B (as Exhibit B may be amended hereafter from time to time) shall be for the exclusive use of the occupants and guests of the Townhome to which they are allocated as noted on Exhibit B.

4.8 Maintenance Easement. Declarant grants to the Association and its contractors and employees an easement to enter the Property in order to perform the Association's duties under this Declaration and any amendments adopted hereafter.

4.9 Owners' Easement of Enjoyment. Subject to the provisions herein, every Owner shall have a perpetual right and easement of enjoyment in and to the Common Areas and Facilities AND AN EASEMENT OF PASSAGE AND ENJOYMENT UPON AND THROUGH THE

OPEN AREA AND THE PROPERTY WHICH IS NOT WITHIN TEN (10') FEET OF THE SIDE OF ANY END TOWNHOME OR WITHIN TWENTY (20') FEET OF THE REAR OF ANY TOWNHOME. Each Owner's easement of enjoyment created hereby shall be subject to the exercise of due care and consideration for the rights of other Owners, and to:

(a) The right of the Association to establish reasonable Rules and Regulations governing the use of the Property (which shall be consistent with rights and duties established by this Declaration) and to charge reasonable fees on a uniform basis for the use of any Recreational Facilities now or hereafter located on the Common Areas;

(b) Subject to the provision of Section 14.5, the right of the Association to offer to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such offer of dedication or transfer shall be effected unless an instrument signed by a majority of the Members agreeing to such dedication or transfer has been recorded. No offer of dedication shall obligate the offeree to accept the same;

(c) Any Owner may delegate his or her right of enjoyment and of passage upon and to the Common Areas and Facilities and open area as limited above to the members of his

or her family, tenants or contract purchasers and guests subject to such general regulations as may be established from time to time by the Association.

ARTICLE V - Use Restriction and Covenants

The following Use Restrictions and Covenants shall apply throughout the Property and shall govern the conduct of every Owner, tenant, guest or visitor:

5.1 Except as provided herein, no part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. If zoning regulations permit professional activities to be conducted within the Property, application may be made by an Owner to the Board for approval to commence such use of Owner's Townhome. Each such application shall be considered by the Board on an individual basis. Once the Board has given its approval to a particular use of a Townhome, it may not revoke such approval so long as the nature and scope of the approved use remains unchanged. No Owner shall use or permit his or her Townhome to be used or occupied for any prohibited purpose.

5.2 Except as set forth elsewhere in this Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed

for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted on any part of the Property.

This Article V shall not be construed to prevent or prohibit an Owner or occupant from maintaining his or her personal or professional library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or conferring with business or professional associates, clients, or customers in his or her dwelling on the Property.

5.3 Except for a single address sign as approved by the Board, or a single unlighted "For Sale" sign not larger than 24 inches by 24 inches, no signs, advertising or other displays, including any type of real estate sign, shall be maintained or permitted on any part of the Property or visible from the Property. The right is reserved by the Declarant or its agents to place "For Sale" or "For Rent" signs on any unsold or unoccupied Lots, and on any part of the Common Areas and Facilities, and the right is hereby given to any holder of a mortgage on a Lot, who may become the Owner of any Lot, to place such signs on any Lot owned by such mortgage holder, subject to applicable Township regulations.

5.4 No one may place any obstruction on the Property, nor shall anything be stored in or upon the Property including

(for example and not by limitation) any boat, vehicle exceeding the size, height or weight of a standard 3/4 ton pickup truck or any vehicle lacking current license and state inspection unless the same is wholly stored within an enclosed and closed garage or space without the prior consent of the Board except as herein expressly provided.

5.5 Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or any structure of Townhome on the Property, and no structure, sign, awning, canopy, shutter, radio or television antennas, cooking grills or other items shall be affixed to or placed upon the exterior decks, patios, walks, driveways, walls or roof of any part of the Property, without the prior written consent of the Board.

5.6 Small, indoor pets (such as birds or "tropical fish") kept in cages or bowls are permitted in Townhomes, subject to rules established by the Board from time to time. No more than one dog and one cat or two cats and no dogs are permitted to be kept in any Townhome; otherwise, no animals, livestock, fowl, or poultry of any kind shall be raised, bred, or kept in any part of the Property. Permitted household pets shall not be kept, bred or maintained for any commercial purpose. Any such permitted pet causing or creating a nuisance or unreasonable disturbance shall be forthwith permanently removed from the

Property upon three days' written notice from the Board or from Management.

5.7 No noxious or offensive activities shall be carried on in any Townhome or anywhere on the Property, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

5.8 No clothes, sheets, blankets, laundry or other articles of any kind shall be hung out or exposed on any part of the Common Areas and Facilities or upon any part of the Townhome exteriors. The Common Areas and Facilities shall be kept free and clear of rubbish, debris, and other unsightly materials.

5.9 Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Board, subject to the right of the Association to change such Board Rules and Regulations. Copies of the then-current Board Rules and Regulations and any amendments thereto shall be furnished to all Owners by the Board promptly after the adoption of such Board Rules and Regulations or any amendment thereto.

ARTICLE VI - Association and Owner Responsibilities

6.1 Maintenance Obligations of Owners. Each Owner shall be responsible for all damage to any part of the Property caused by the act or neglect of such Owner or of his or her family in residence and guests. In addition, each Owner shall be responsible to clean, maintain, repair or replace, as necessary, the components of his or her Townhome as shown on the Responsibility Chart set forth in this Article VI.

6.2 Maintenance Obligations of Association. Subject to the provisions of Section 6.1 of this Declaration, the Association shall maintain or provide for the maintenance of all of the Common Areas and Facilities and shall also provide for the painting, repair and replacement as necessary of the commonly metered utilities and utility laterals up to, but not beyond the point at which such facilities serve more than one Townhome, utility lines, pumps, pumping station and appurtenances. The Association shall also be responsible to maintain, repair or replace as necessary those components of the Property shown to be the Association's responsibility on the Responsibility Chart set forth below in this Article. All of the foregoing obligations of the Association shall be discharged when and in such manner as the Board of Directors of the Association shall determine in their judgment to be appropriate. The Association shall also pay

for the cost of electricity for public lighting, maintain and replace street lights, the entrance signs to the development, the swimming pool and its facilities, the basketball and volleyball courts, the storm water system, and the common sewer laterals, sewer mains, pump station and force main.

6.3 Association and Owners' Responsibility Chart.

Each Owner owns his or her Townhome and Lot. For practical and aesthetic reasons, the Association has been charged with certain maintenance and replacement responsibility for some aspects of that Townhome and Lot. The Association also has responsibility to maintain the Common Areas and Facilities which it owns or operates on behalf of all of the Owners as provided elsewhere in this Declaration.

KEY

- * Items so marked in the chart below represent those maintenance or replacement services which will be provided by the Association to individual Townhomes or Lots which are charged only to those Owners when the service is provided. Generally, these services are not routine and not likely to be required for all Owners at the same time. Because these are charges in addition to the monthly Association fee, the costs are not included in maintenance or reserve budget categories.

<u>COMPONENT</u>	<u>ASSOCIATION RESPONSIBILITY</u>	<u>OWNER RESPONSIBILITY</u>
Roof (asphalt shingles) flashing	Repair Replacement	None
Skylights, if any	None	Cleaning Repair Replacement
Gutters, Downspouts splash blocks	Cleaning Repair * Replacement	None
Stucco & stone building exterior, including chimney exteriors	* Repainting * Repair * Replacement	None
Cedar trim, dormers, soffits, vinyl siding, <i>aluminum fascia, & T&T's.</i>	Restaining * Repair * Replacement	None
Shutters	* Replacement	None
Chimney Flues, fireplaces, hearths	None	Cleaning Repairs
Windows Window glass & frames Patio/deck door door glass & frames	None	Cleaning Repair Replacement
Front Entrance doors Garage doors, if any	* Painting	Repair Replacement
Window & door locks hardware, mechanicals	None	Repair Replacement

Responsibility Chart (continued)

HVAC equipment, even if located outside home, including any concrete support pad	None	Repair Maintenance Replacement
Exterior entrance light controlled inside townhome	None	Electricity Repair Replacement
Deck, if any, railings (pressure-treated wood)	* Repair * Replacement	Cleaning / <i>Sealing / Maint.</i>
Patio, if any (concrete)	* Replacement	Cleaning
Privacy fencing, if any (pressure-treated wood)	* Repair * Replacement	None <i>Cleaning / Sealing / Maint.</i>
Any other exterior components of townhomes not otherwise listed on this chart	None	Repair Replacement
Plumbing, electrical and other utilities if located in the townhome or on the lot and not provided by utility company	None	Service Repair Maintenance Replacement
Slab, foundation structural components, basements	None	Repair
Interior components, everything inside unfinished exterior surface	None	Repair Maintenance Replacement

Responsibility Chart (continued)

Sidewalk to home entrance (concrete)	(1) Snow clearing * Replacement	Ice melting Cleaning
Common sidewalks - all other walkways on the property	Snow clearing Ice melting Cleaning Replacement	None
Driveway to garage, if any (asphalt) Assigned parking spaces on Lots	(1) Snow clearing * Resurfacing	Cleaning Ice melting Resealing
Landscape material located <u>within</u> 15 feet of townhome (shrubs, bushes, trees, plants - annuals or perennials)	Maintenance Mulching	Watering Replacement
Landscape material located <u>outside</u> 15 foot guidelines whether located on lots or Common Areas (shrubs, bushes, trees, plants - annuals or perennials)	Maintenance Mulching Replacement	None
Lawn or turf regardless of location	Mowing Trimming Fertilization Weed control	Watering if on their lots
Entranceway, Coventry Pointe Lane, visitor/ common parking areas (asphalt)	(1) Snow plowing (1) Ice melting Repair Replacement	None
Emergency access road (stone)	Snow clearing (limited) Maintenance	None

Responsibility Chart (continued)

Street & parking area lights	Electricity Maintenance Replacement	None
Entrance signs, structures, lighting	Electricity Maintenance Replacement	None
Mailbox structure	Repair Replacement	None
Pool pool equipment pool furniture pool house pool fencing	Operation Electricity Maintenance Repair Replacement	None
Basketball court Volleyball court	Maintenance Resurfacing	None
Storm water system, basins, detention or ponds	Maintenance	None
Sewer laterals, mains, and manholes which are not on lots	Maintenance	None

6.4 Trash Removal. Unless otherwise determined by the Board, the responsibility to contract and pay for trash removal shall be that of each Owner and not of the Association.

(1) Limited by accessibility when contractor is on the site. Vehicles must be moved by residents when snow plowing is being performed.

ARTICLE VII - Fiscal Year; Budget

7.1 Fiscal Year. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board.

7.2 Adopting Budget; Notice of Assessment

7.2.1 Not less than forty-five (45) days before the beginning of each fiscal year, the Board shall adopt a budget for the Association reasonably estimating the amount necessary to pay the cost of maintenance, management, real estate taxes, water and sewer rents, if any, repair and replacement of those parts of the Property owned by the Association or which the Association is responsible to maintain, repair and/or replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that will be Common Expenses to be allocated among and assessed to the Owners. The budget shall also include reasonable amounts as the Board considers appropriate to provide working capital, a general operating reserve and reserves for contingencies and replacements.

7.2.2 Not less than thirty (30) days before the beginning of each fiscal year, the Board shall send to each Member a copy of the budget in a reasonably itemized form which

sets forth the amount of the Common Expenses payable by each Owner, together with a notice of each Unit Owner's Assessment for the ensuing fiscal year, setting forth the amount of the annual Assessment and the amount of the monthly installments thereof to be paid in such year.

7.3 Effect of Failure to Prepare or Adopt Budget.

The failure or delay of the Board to prepare or adopt the budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner's obligation to pay his or her allocable share of the Common Expenses as provided here whenever the same shall be determined. In the absence of any annual budget or adjusted budget, each Owner shall continue to pay each monthly Assessment at the rate established for the previous fiscal year until the new annual or adjusted budget shall have been adopted.

7.3.1 The Board shall make reasonable efforts to meet the deadlines set forth above, but such deadlines shall not be conditions precedent to the effectiveness of any budget.

ARTICLE VIII - Assessments; Payment and Collection; Audit

8.1 Assessments. Except as provided in Section 8.11, the Board shall assess each Owner of a Townhome the proportionate cost of performing the responsibilities of the Association pursuant to the Association's Bylaws and as authorized by this

Declaration. Assessments shall be made at least annually. The Board shall advise all Owners in writing of the amount of Assessments payable by each of them and shall furnish copies of each budget upon which such Assessments are based to all Owners.

8.2 Payment of Assessments. The Annual Assessments shall be paid monthly, in advance, on the first day of each calendar month. Any Special Assessments (provided for below) shall be paid by the Owners in such installments and at such times as the Board shall determine. The Board may review and reconsider Annual Assessments and may increase or decrease the same. Any increase required shall be paid by Owners in the manner prescribed by the Board. The Declarant shall pay its share of real estate taxes allocable to unsold Lots, whether built or unbuilt. Each Townhome Owner shall pay Assessments when due whether or not the Owner is receiving services from the Association or its agents.

8.3 Special Assessments. The Board may impose Assessments in addition to the Annual Assessment (Special Assessments) upon all Owners to avoid or remedy a shortfall in budgeted receipts over budgeted or actual expenditures incurred. The Board shall serve notice thereof accompanied by a statement in writing giving the amount and reasons for imposing a Special Assessment. Such Special Assessments shall, unless otherwise specified in a notice, become effective with the next regular

installment which is payable more than ten (10) days after the delivery of such notice of Special Assessment. The Board further reserves the right to assess one or more Owners who receive benefit of special Association services as the Board may determine are required.

8.4 Insurance Premium Assessment. The Board may separate the annual insurance costs which are Common Expenses and bill them annually in one Assessment to the Owners. The decision as to whether insurance costs are included as part of the monthly installments described in Section 7.2.1 or billed one time, annually shall be made by the Board as part of its annual budget development process.

8.5 Unpaid Assessments. All unpaid Assessments shall be the joint and several liability of the Owner and his or her Grantees. A foreclosing mortgagee or a purchaser of a Lot at a judicial or foreclosure sale, or the Grantee of a deed in lieu of foreclosure shall be liable only for Assessments accruing after the date of transfer.

8.6 Liens for Assessments. If any Assessment shall remain due and unpaid for more than ten (10) days, the Board is empowered to file or record a lien therefor and to enforce the same. The Association shall have a lien on a Lot for any Assessment levied against that Lot or fines imposed against its

Owner from the time the Assessment or fine becomes due. The Association's lien may be foreclosed in like manner as a mortgage on real estate. Fees, charges, late charges, fines and interest charged are enforceable as Assessments under this section. If an Assessment is payable in installments, the full amount of the Assessment becomes effective in a lien from the time the first installment thereof becomes due. A lien under this section is prior to all other liens and encumbrances on a Lot except: (i) liens and encumbrances recorded before the recordation of this Declaration; (ii) mortgages on the Lot securing first mortgage holders and recorded before the due date of the Assessment or the due date of the first installment payment on the Assessment; (iii) liens for real estate taxes and other governmental assessments or charges against the Lot.

8.7 Collection of Assessments. The Board shall take prompt action to collect any Assessments, fees and charges due from any Owner which remain unpaid at the due date thereof. Any Assessment not paid within ten (10) days after due shall accrue a late charge in the amount to be established by the Board from time to time, in addition to interest fixed by the Board, from time to time, the rate of interest not to exceed the highest lawful rate which may be charged. If any Assessment remains unpaid in whole or in part more than thirty (30) days after the same becomes due, the Board may declare the entire balance of the

Annual and Special Assessment upon such Lot to be immediately due and payable, together with all late charges, interest and other payments related thereto.

8.8 Statement of Assessments. The Board shall promptly provide any Owner, contract purchaser or proposed mortgagee so requesting the same in writing with a written statement of all unpaid Assessments for Common Expenses due from such Owner. The Board may impose a reasonable charge for the preparation of such statement to cover the cost of preparation. Any purchaser of a Townhome from an Owner shall be entitled to rely upon the Association's statement setting forth the amount of the unpaid Assessments against the selling Owner and the purchaser shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid Assessments to the date of such statement in excess of the amount there set forth.

8.9 Attorney's Fees, Costs and Expenses. A judgment or decree in any action or suit brought under this Article shall include costs, expenses and reasonable attorney's fees for the prevailing party.

8.10 No Owner Exemption. No Owner may exempt himself or herself from the liability for payment of any Assessments by waiver of the use or enjoyment of any of the Common Areas and Facilities or by abandonment of a Lot or Townhome.

8.11 Exempt Property. The following Property shall be exempt from the assessments, charges and liens created herein:

(a) All Property to the extent of any easement or other interest therein dedicated to and accepted by a public authority and devoted to public use;

(b) All Common Areas and Facilities;

(c) All Property exempted from taxation as provided by law; and

(d) All Property owned by the Declarant, except that the Declarant shall pay to the Association at the end of each fiscal year the amount of shortfall between (i) the sum budgeted for the maintenance and operation of the swimming pool, including staffing, equipment and supplies, and (ii) the actual expenses therefor, net of income, if any, from user fees. The Declarant's obligation under this Section 8.11 shall end at the earlier of three (3) years from the first recording of this Declaration or when 80 Lots subject to this Declaration shall have been conveyed to Owners other than Declarant.

8.12 Accounts; Audits. All sums collected by the Board with respect to Assessments against the Owners or from any

other source may be commingled into a single fund. All books and records of the Association shall be kept in accordance with good and accepted accounting practices and the same shall be audited at least once each year by an independent accountant retained by the Board.

ARTICLE IX - Architectural Control

9.1 Architectural Review Committee. The Board shall appoint a Committee composed of three or more members of the Association (who may but need not be directors) which shall constitute the Architectural Review Committee.

9.2 Except for construction by Declarant, no building, fence, wall, tree, shrub, improvement or other structure shall be erected upon any Lot, nor shall any exterior addition to or change or alteration thereof be made, until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. In approving or disapproving such plans and specifications, the Architectural Review Committee shall consider the harmony of any external design and location proposed in relation to surrounding structures and the topography of the area. Any change proposed by an Owner other than Declarant in the existing color or finish of any exterior or any building on

any Lot shall also be submitted to the Architectural Review Committee for approval as above provided. If the Architectural Review Committee fails to approve or disapprove such change, design, color and location within sixty (60) days after the plans and specifications have been submitted to it, approval shall be deemed to have been denied.

9.3 The first order of business of the Architectural Review Committee shall be to establish standards, in addition to those provided here, by which requested changes shall be judged. However, the failure to have established any standards relating to the subject matter of a particular application shall not preclude the Board or the Architectural Review Committee from effectively granting or withholding its approval to such application.

9.4 All proposed changes governed by Section 9.2 shall be submitted in writing to the Architectural Review Committee which shall respond in writing within 15 business days after receipt of each proposal. The Board may consider and act upon such matters only after the Architectural Review Committee has considered and responded to the proposal, upon submission by any member aggrieved by the action of the Architectural Review Committee.

9.5 The Architectural Review Committee shall not review any submission for its approval unless such submission includes unappealable approval of all municipal authorities whose review is required by law or ordinance at that time. Municipal approval shall not supersede the requirement in this Article for review and approval of the Architectural Review Committee.

ARTICLE X - Leasing

10.1 An Owner may lease (and a tenant may sublease) his Lot at any time and from time to time provided that (except for a lease or sublease made by (i) the Declarant or (ii) a mortgagee which is either in possession or is a purchaser at a judicial sale): (1) no Lot may be leased or subleased for transient or hotel purposes or for an initial term of less than six (6) months; (2) no Lot may be leased or subleased without a written lease or sublease; (3) a copy of such lease or sublease shall be furnished to the Board within ten (10) days after execution thereof; (4) the rights of any lessee or sublessee of the Lot shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in this Declaration, the Bylaws, Rules and Regulations of the Association, and the default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or

sublessee of a Lot to pay any Assessments on behalf of the Owner of that Lot. The Association shall have the right to enforce the foregoing by actions at law or in equity. The Association's expense for such enforcement, including without limitation counsel fees, costs and expenses, shall be borne by the Owner of the Lot in issue and as expended, shall be deemed an Assessment under Article VII of this Declaration.

ARTICLE XI - Rights of Mortgagees

11.1 Upon the specific written request of the holder of a mortgage on a Lot, or its servicer, to the Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

(a) Copies of budgets, notices of Assessment, or any other notices or statements provided under this Declaration by the Board to the Owner of the Lot covered by the mortgage;

(b) Copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative where action to be taken at such meeting as specified in the notice thereof would adversely affect such mortgagee;

(c) Notice of the decision of the Owners to make any material amendment to this Declaration;

(d) Notice of substantial (in excess of \$5,000) damage to or destruction of any Townhome on any Lot subject to a mortgage held by the requester, or to any part of the Common Areas and Facilities (in excess of \$20,000);

(e) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(f) Notice of any default of an Owner of a Lot subject to the mortgage in an obligation to the Association, where such default is not cured by the Owner within 30 days after the giving of notice by the Association to the Owner of the existence of the default;

(g) The right to examine the books and records of the Board at any reasonable time.

The request of a mortgagee or its servicer shall specify which of the above items it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Board. The Board need not inquire into the validity of any request made by a mortgagee hereunder, and in the event of

multiple requests from purported mortgagees of the same Lot, the Board shall honor the most recent request received. Failure to comply with the requirements of this Article shall not invalidate the otherwise proper actions of the Association and the Board.

ARTICLE XII - Party Walls

12.1 General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Lots and placed on the dividing line between the Lots shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply. The cost of necessary repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall. However, an Owner who, by his negligent or willful act, causes the party wall to be damaged by exposure to the elements or otherwise shall bear the whole cost of repairing and restoring the wall to its condition before such damage shall have occurred.

12.2 Arbitration. In case of a dispute arising, concerning a party wall, the Owners involved in such dispute shall submit the matter to the Board of the Association for decision. A ruling by the majority of the Board of the

Association regarding any question involved under this Article shall be final and conclusive.

ARTICLE XIII - Insurance

13.1 Insurance To Be Carried By Association.

Beginning not later than the time of the first conveyance of a Lot to a person other than the Declarant, provided the same is commercially available at reasonable cost, the Association shall maintain insurance issued by companies licensed to underwrite insurance in Pennsylvania having the highest or second highest rating in the most recent issue of Best's Insurance Reports at the time such policies are written, or by a similar insurance rating service if Best's Insurance Reports are no longer published, as follows:

13.1.1 Comprehensive general liability insurance, including medical payments insurance, with such limits as the Board may from time to time determine but not less than \$500,000 for property damage in any single occurrence if the coverage is obtained on a multiple limit basis, or \$1,000,000 covering all claims for personal injury and/or property damage if coverage is obtained on a single limit basis. Liability insurance shall include a "severability of interests" endorsement precluding the insurer from denying a claim of an Owner because of a negligent act of the Board, the Association or any other Owner.

13.1.2 All risk insurance against loss or damage, in the form generally provided in southeastern Pennsylvania for similar properties, insuring all of the Townhomes and improvements, Common Areas and Facilities and the fixtures and appliances included in each Townhome. However, such insurance shall not include extras added to any Townhome, appliances other than those supplied as standard with each Townhome, furniture and other personal property supplied or installed by Owners. This insurance shall cover the interests of the Association, the Owners and their mortgagees as their respective interests may appear and shall be in an amount which shall at all times be equal to the full replacement value of the insured property without deduction for depreciation. Such policy shall contain a standard mortgagee clause in favor of each mortgagee which shall provide that the loss, if any shall be paid to such mortgagee as, and to the extent, its interest may appear, subject to the loss payment provision in favor of the Insurance Trustee. Each Owner shall inform the Board in writing of additions, alterations or improvements made by the Owner to his or her Townhome and the value thereof, which value shall be included in the full replacement value for purposes of casualty insurance hereunder. If an Owner fails to inform the Board as provided herein, and a penalty is assessed in the adjustment of a loss settlement because of such failure, the Owner shall be responsible for such penalty. If the Board determines in its discretion that such

blanket insurance coverage shall be terminated and individual Townhome insurance instead required, it may so terminate the blanket insurance coverage after ninety (90) days prior written notice to all members and of their mortgagees, the notice to require each Owner to obtain fire, hazard and other property damage insurance on his or her Townhome insuring the Townhome for its full replacement value naming the Association as an additional insured as its interest may appear and providing the Board with certificates thereof within forty-five (45) days of the date of the notice. All insurance policies shall provide that such policies may not be cancelled or substantially modified unless at least thirty (30) days prior written notice shall have been given to all of the insureds and to the Board of the Association. Duplicate originals of all policies of property damage insurance and renewals thereof shall be maintained by the Board and duplicate originals of certificates or memoranda thereof and proof of payment of premiums shall be delivered to all mortgagees upon request.

13.1.3 Fire, damage and other casualty insurance with respect to all tangible and personal property which is subject to loss or damage thereby and which the Association owns or has responsibility hereunder to maintain, repair or replace.

13.1.4 Workers' compensation as may be required by law or as deemed prudent by the Board.

13.1.5 Officers' and directors' liability

insurance.

13.1.6 Comprehensive disappearance and dishonesty

bond or equivalent insurance coverage against dishonest acts on the part of directors, officers, employees of the Association and Management and others who handle funds of the Association, naming the Association as the insured. Such bond or insurance shall be written in an amount of not less than the equivalent of three (3) months Association fees and reserves over which the Association has control, or in such larger amounts as the Board may determine from time to time. Such bond or insurance shall contain waivers of defense based upon the exclusion from time to time as the Board determines persons who serve without compensation from the definition of "employee" or similar term. Such bond or insurance shall be non-cancellable except upon thirty (30) days prior written notice to all holders of first mortgages who have given notice to the Association of their interest.

13.1.7 Premiums. Except as otherwise assessed

pursuant to Section 8.4, all premiums for the foregoing insurance coverages shall be budgeted as part of the annual expenses of the Association and shall be paid by the Association.

13.2 Owners' Insurance. Each Owner shall be responsible for his or her own insurance on personal property, including extras added to each Townhome, personal property stored elsewhere on the Property and personal liability to the extent not covered by the liability insurance provided by the Association pursuant to this Article. Nothing in this Article shall prohibit any Owner from carrying such insurance for his or her own benefit as he or she may wish, provided that all such policies be issued by companies authorized to do business in Pennsylvania and contain waivers of subrogation, provided that the liability of insurers issuing insurance obtained by the Board shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

13.3 Adjustment of Losses. No Owner shall be permitted to participate in the adjustment of any loss other than through the Association. The Board may employ a public insurance adjuster, licensed in Pennsylvania, if the Board determines that such employment is likely to increase the net proceeds of insurance collected by the Association after deduction of the adjuster's fee, which fee shall be a common expense. All proceeds of property insurance shall be payable to the Insurance Trustee.

13.4 Insurance Appraisals. The Board shall cause an appraisal to be made periodically by the Association's current or proposed property damage insurance company, or by an appraiser satisfactory to such insurance carrier, to ascertain the replacement value unless the policy of insurance carried pursuant to this Article guarantees payment of actual replacement cost. The cost of such appraisal shall be a common expense.

13.5 Duty to Restore. In the event of any damage to or destruction of or any part of a building or other improvement on the Property which is covered by insurance obtained pursuant to this Article, the Association shall promptly and diligently proceed to repair, replace and restore such building and other improvements to their condition as immediately before the damage or destruction, applying such of the insurance proceeds as may be necessary towards the cost thereof. To the extent the cost of repair, replacement or restoration of any Townhome exceeds the insurance proceeds apportionable thereto, the amount of such excess shall be promptly paid by the Owner to the Association and shall be assessed by the Association as a Special Assessment to that Owner. Each Owner consents to the foregoing as a condition of ownership of the Townhome and membership in the Association.

If the damage or destruction is limited to one Townhome, the Association may, at its sole option, direct the Owner of that Townhome to repair the damage and the Owner of that

Townhome shall promptly do so at his or her own cost and expense. All insurance proceeds from such loss shall be promptly paid over to the Owner or mortgagee of the damaged Townhome for use in the repair. Each Owner consents to the foregoing as a condition of the ownership of his or her Townhome and membership in the Association.

ARTICLE XIV - Miscellaneous

14.1 Amendments.

14.1.1 Amendments by Declarant Alone. The Declarant reserves the right to amend this Declaration without the joinder, consent or approval of the Association, any Owner or any mortgagee until all 107 lots shall have been conveyed to Owners other than Declarant, but only for the purposes of making technical corrections to conform the Property as built to the Plan as approved by the Township of North Coventry and recorded, and to qualify mortgages secured upon any Lot as acceptable for purchase under appropriate programs of the Federal Housing Association, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.

14.1.2 Other Amendments. Amendments to this Declaration for any other purposes than set forth above shall require the affirmative vote of a majority of the Board and the approval at a regular or special meeting of the Association of two thirds of all votes entitled to be cast. No amendment to

this Declaration shall be effective to affect any of the Declarant's rights recited in this Declaration, or in any amendment hereto, except such as may have been made by the Declarant or with the Declarant's express written approval.

14.2 Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded in the Office for the Recording of Deeds in and for Chester County, Pennsylvania, after which time they shall be automatically extended for successive periods of ten (10) years.

14.3 Enforcement by the Municipality and Municipal Authority. If the Association fails to maintain in good order and condition the Common Areas and Facilities and the utility components which are its responsibility to maintain pursuant to Section 6.2 above, then the Township of North Coventry and the North Coventry Municipal Authority shall have the right, but not the obligation, upon giving the Association thirty (30) days notice in writing, to step in and do the necessary maintenance with the same right to lien the Lots and collect the costs thereof against the Owners as the Association has under this Declaration and subject to the same priorities. No amendment to the provisions of this Section shall be effective except upon the express written consent of North Coventry Township or its successors.

14.4 Resolving Disputes Without Litigation. All claims and disputes between (i) the Declarant or its representatives and (ii) the Association, its members, management or their representatives shall not be submitted to litigation in any court but shall first be submitted to mediation by a mediator experienced in the mediation process. The mediator shall be selected at the written request of any party by the then President Judge of the Chester County Court of Common Pleas. If the dispute shall not be resolved by mediation, any unresolved claim or dispute shall be exclusively resolved by arbitration under the aegis of the American Arbitration Association in Philadelphia, Pennsylvania, in accordance with its rules then in effect. The award of arbitrator(s) in such proceedings shall be binding and conclusive and judgment thereon may be entered in any court having jurisdiction thereof.

The adequacy and sufficiency of the performance of the Declarant, its contractors, principals, agents and employees shall be conclusively established as to the design and construction of the Townhomes, Common Areas and Facilities which meet the standards and requirements therefor of the state, county and township agencies and authorities which shall have issued permits or approvals (including Certificates of Occupancy) therefor at the time such permits and approvals were issued relating to the development of Coventry Pointe Townhomes.

14.5 Dedication to Public Authority. Either the Declarant or the Association by a two-thirds (2/3) vote of its Board shall have the power and authority to offer to dedicate the water, storm sewer and/or sanitary sewer facilities, any part or parts of the Common Areas and Facilities to any government authority free and clear of this Declaration, without the necessity of approval by the membership of the Association. No offer of dedication shall obligate any government authority or agency to accept such offer.

14.6 Owners' Responsibility to North Coventry Municipal Authority. Each Owner, by accepting the deed to his or her Townhome, acknowledges that under present law and regulations, his or her Townhome will be charged as one Equivalent Dwelling Unit under the rate schedules of the North Coventry Municipal Authority (the "Authority"), that the Authority has a right to charge and collect sewer rental charges in accordance with its rate or tariff schedule from time to time from each Owner receiving such service and to charge the Association or Owners, respectively, the costs of any repairs made by the Authority to the sewage facilities of the Property or appurtenant to the Townhome of each Owner. Only sanitary sewage as permitted by the Authority's Rates, Rules and Regulations and the Sewer Connection Agreement dated August 23, 1988 recorded in Chester County in Book 1358, page 275 et seq. to which the

Property is subject, shall be discharged into the sewer system of the Authority.

14.7 Owners' Responsibility to Pottstown Borough Authority. Each Owner, by accepting the Deed to his or her Townhome, acknowledges that his or her Townhome is individually metered for water consumption and that so long as water service is provided to the Townhome by the Pottstown Borough Authority or any successor, municipal agency (the "Water Authority") that the Water Authority has the right to charge and collect its regular charges for supplying water in accordance with its rate or tariff schedule or in accordance with the municipal ordinances lawfully adopted from time to time. Each Owner receiving such service agrees to pay for the same in accordance with this provision upon receipt of bills from the Water Authority or from the Association, as the case may be.

ARTICLE XV - Dissolution of Association

15.1 Dissolution. In the event that the Association shall be dissolved, the interest, rights, and obligations of the Association in and to the Common Areas and Facilities shall be assigned to and assumed by another lawful entity which shall have the power and authority to perform in place of the Association, or to such other public or private agency or instrumentality as may then agree to accept and assume such interests, rights and


obligations and which then has the power and authority to carry out and perform the same. The provisions herein shall apply also if the Association ceases to operate, and in such case, it shall be the duty of the Owners herein to cause said interests, rights and obligations to be dedicated, assigned, or transferred as provided herein.

ARTICLE XVI - Effective Date

16.1 This Declaration shall become effective upon its recordation in the Office for the Recording Deeds in and for Chester County, Pennsylvania.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed the day and year first above written.

ATTEST:


Patricia Keim
Patti Keim, Secretary
PATRICIA

COVENTRY CLUSTERS CORPORATION

Robert Basile
Robert Basile, President

(Corporate Seal)



COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Berks : ss:
~~COUNTY OF NORTH COVENTRY~~ :

On this 1st day of September, 1990, before me, the subscriber, a Notary Public, personally appeared ROBERT BASILE, who acknowledged himself to be the President of COVENTRY CLUSTERS CORPORATION, a Pennsylvania corporation, and that he as such President, being authorized to do so, executed the foregoing instrument for the purposes contained therein by signing the name of the corporation by himself as President.

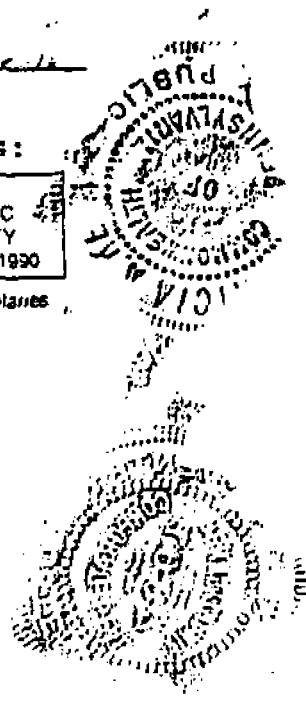
IN WITNESS WHEREOF, I have set my hand and official seal the day and year aforesaid.

Patricia A. Keim
Notary Public

My commission expires:

NOTARIAL SEAL
PATRICIA A. KEIM, NOTARY PUBLIC
UNION TOWNSHIP, BERKS COUNTY
MY COMMISSION EXPIRES NOV. 19, 1990

Member, Pennsylvania Association of Notaries



MORTGAGEE'S JOINDER AND CONSENT

FIRST KEYSTONE FEDERAL SAVINGS BANK, as mortgagee of a certain Mortgage dated August 10, 1989 ("Mortgage"), recorded on August 14, 1989 at Norristown in Mortgage Book 1653 at Page 325, secured upon the Property, joins and consents to the this Declaration of Covenants, Easements and Restrictions ("Declaration") solely so that this Declaration shall not be divested in the event of any foreclosure upon the Mortgage.

FIRST KEYSTONE FEDERAL SAVINGS BANK

By: Mary E. Wentz
(Vice) President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF DELAWARE :

On this 15th day of October, 1990, before me the undersigned officer personally appeared Mary E. Wentz who acknowledged herself/himself to be the (Vice) President of First Keystone Federal Savings Bank and that she/he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself/himself as (Vice) President.

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



Alison Bradley Leu
Notary Public
My commission expires:

Notary Seal
Alison Bradley Leu, Notary Public
Birmingham Twp., Delaware County
My Commission Expires Jan. 29, 1994
Member, Pennsylvania Association of Notaries

RECORDER OF DEEDS

194114

90 OCT 26 AM 11:53



See Mr. Landry - (P. 10. 2. 1. 1.)

#194114	
MISC	117.00
TAX	0.50
SUBTL	117.50
CHECK	117.50
ITEM 2	
10-26-90 FRI #2	CORINNE 0097 11:54AM

Kath Lorentz

117 509

BK 2196 PG 19

RECORDED
INDEXED
OCT 20 1993
10 20 1993
10 20 1993

DATE: 10/20/1993 TIME: 12:31P INST NO.: 25453

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

82493

RECEIPT NO :	010572	TYPE DOC :	RESO
REC FEE	:		\$1.00
LOC RTT	:		0.00
ST RTT	:		0.00
WRIT TAX	:		0.50



RETURN TO

51374-F
22

DECLARATION OF EASEMENTS

THIS DECLARATION is made this 15th day of October, 1993, by COVENTRY CLUSTERS CORPORATION, a Pennsylvania corporation (the "Declarant").

BACKGROUND

A. Declarant is the owner of that certain tract of land known as Lot No. 1305 (herein referred to, with the improvements thereon, as the "Upper Building"), in the residential subdivision known as "Coventry Pointe", in North Coventry Township, Chester County, as shown on the plan (the "Plan") recorded in Plan File No. 8579 and No. 10800 in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania.

B. Declarant is the owner of that certain tract of land known as Lot No. 1306 (herein referred to, with the improvements thereon, as the "Lower Building"), in the residential subdivision known as "Coventry Pointe", in North Coventry Township, Chester County, as shown on the Plan.

C. Declarant desires to set forth with particularity certain rights, easements, interests and benefits with respect to the Upper Building and Lower Building (sometimes hereinafter collectively referred to as the "Buildings").

DECLARATION

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound hereby, Declarant hereby declares that the Buildings shall be held, occupied, sold and conveyed subject to the rights, easements, interests and benefits set forth herein.

ARTICLE I - EASEMENTS

1.1 Easements in Favor of Upper Building. Declarant, on behalf of itself and all future owners of the Lower Building, hereby creates, declares, grants and conveys to the owner of the Upper Building and the owner's tenants, successors, heirs, personal representatives and assigns, an irrevocable, perpetual and exclusive easement to use for residential purposes (and such professional activities as may be permitted by the Master Declaration (as hereinafter defined)), including without limitation, access, ingress, egress, alteration, maintenance (including without limitation, painting and other decorating), repair, replacement and cleaning, all of those portions of the second floor and attic space located within the Lower Building, but not including the living area located on the first floor.

1.2 Easements in Favor of Lower Building. Declarant, on behalf of itself and all future owners of the Upper Building, hereby creates, declares, grants and conveys to the owner of the Lower Building and the owner's tenants, successors, heirs, personal representatives and assigns, an irrevocable, perpetual and exclusive easement to use for residential purposes (and such professional activities as may be permitted by the Master Declaration), including without limitation, access, ingress, egress, alteration, maintenance (including without limitation, painting and other decorating), repair, replacement and cleaning, all of those portions of the first floor (other than the garage, stairway and entry foyer to the second floor) located within the Upper Building and that portion of the basement of the Upper Building containing part of the stairway to the basement of the Lower Building.

1.3 General Easements. Declarant, on behalf of itself and all future owners of the Upper Building and Lower Building, respectively, hereby creates, delivers, grants and conveys, to the owners of the Buildings and their respective tenants, successors, heirs, personal representatives and assigns, the following irrevocable and perpetual easements:

(a) For use of all plumbing, electrical, telephone, water, sprinkler, sewer, heating, ventilating, air cooling, gas, communication, cable television, exhaust and other piping, lines, wires, conduits, cables, ducts, shafts, drains, mains, air-conditioning units, compressors and equipment, and for the use of all other utility facilities and improvements of whatsoever nature, located within the Buildings, or on or within one such Building and serving or benefiting the other;

(b) For all necessary subjacent and lateral support in, underneath and adjacent to each of the Buildings, including without limitation, all footings, foundations, walls, roof and other structural members located in either Building which benefit or are necessary for the support of the other Building or any utility lines or other improvements now or hereafter installed or constructed in, on or in connection with the Buildings, and the owner of the servient Building shall at all times provide such subjacent and lateral support;

(c) For maintenance, installation, construction, alteration, repair and replacement (collectively, "Maintenance") of any utility lines or other improvements now or hereafter installed or constructed in, on or in connection with either Building which benefit or are necessary for either Building; provided that (i) any Maintenance shall be performed in a good, workmanlike manner using experienced workers and new materials, (ii) the performance of any Maintenance shall not result in the enlargement of any improvements or areas used for utilities (without the prior written approval of the owners of each Building), and shall not decrease the living area of either Building, (iii) upon completion of any Maintenance, the Buildings

and all utility lines and other improvements constructed therein and personal property located therein shall be in at least as good condition as existed prior to the occurrence of any damage thereto or the performance of any Maintenance therein, (iv) the level of noise which is audible in the Buildings shall be no greater than as existed prior to the occurrence of any damage or performance of any Maintenance, and (v) any Maintenance shall be performed in such manner as shall cause the least amount of inconvenience to the owner of the other Building, and if the performance of any such Maintenance results in the inability of any Building owner to occupy his or her living area between the hours of 8:00 a.m. to 5:00 p.m. for more than two (2) consecutive days, or after 5:00 p.m. local time on any day, the Building owner performing such Maintenance shall, at such owner's expense, pay for the lodging of the other Building owner in a local first-class hotel or motel, and shall be responsible for any other consequential damages for failure to promptly perform such Maintenance as provided herein.

(d) For entry upon, and for ingress and egress through, either Building, with such persons, materials, tools and equipment as may be reasonably necessary in the performance of Maintenance of any utility lines or other improvements, where such entry, ingress and egress is reasonably required in connection therewith; provided, that except in case of an emergency as set forth in Section 1.4 hereof, the owner of either Building shall give the other owner at least five (5) days' written notice prior to entering the other Building, which entry shall be made only between the hours of 8:00 a.m. and 5:00 p.m. local time, except in case of an emergency; and

(e) For encroachment by a Building, or any utility line or improvement on, into or upon the other Building, other than that in which this Declaration contemplates that it be located, arising out of the construction thereof and of any settlement or other act of nature creating such encroachment.

1.4 Emergencies. In case of an emergency, the owner of either Building shall use his or her best efforts to notify the other owner either in person or by telephone prior to entering the other Building. For purposes of this Declaration, an "emergency" shall be any event requiring immediate action to prevent any material damage to either of the Buildings or to persons or property therein.

1.5 No Affirmative Obligations. The provisions of this Article I shall not be deemed to imply, or to impose, upon the Declarant any affirmative obligation touching or concerning any easements unless specifically provided for in this Declaration.

ARTICLE II - TAXES

2.1 To the extent that the real estate taxes assessed against any Building are increased due to any alterations or improvements made by the owner of the other Building (hereinafter in this Article II referred to as the "Other Owner") in the easement areas granted herein, the Other Owner shall promptly reimburse the owner of the Building for the increase in such real estate taxes which are attributable to such alteration or improvement.

ARTICLE III - INSURANCE; LOSS OR DAMAGE

3.1 Insured Damage. In the event only the area occupied by one of the Building owners is damaged or destroyed by any casualty which is covered by insurance obtained pursuant the provisions of the Declaration of Covenants, Easements and Restrictions dated as of June 1, 1990 and recorded in Record Book 2196, page 365 in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, as amended (the "Master Declaration"), such Building owner shall be responsible for the cost of repairs not covered by insurance and shall receive the benefit of any insurance proceeds used for repairs pursuant to the provisions of Section 13.5 of the Master Declaration.

3.2 Uninsured Damage. Where (a) no insurance was carried, or (b) insurance coverage is inapplicable for any reason, or (c) insurance proceeds are insufficient to cover the cost of repair, or (d) in any other event, if Coventry Pointe Homeowners' Association does not promptly repair any damage to the Buildings, the owners of the Buildings shall cause such repairs to be made promptly, with the cost of such repairs to be shared as follows:

(i) Any damage limited only to the area occupied by one of the Building owners shall be repaired at the sole cost of such owner;

(ii) Any damage to the Buildings resulting from the occurrence of any accident occurring only in the area occupied by one of the Building owners, or caused by or as the result of the negligence of only one Building owner or such Buildings owner's family, guests, employees, contractors or agents, shall be paid by such Building owner only; and

(iii) In any other instance, the cost of such repairs shall be shared equally by the owners of the Buildings.

Each Building owner shall maintain its Building in good condition so as to ensure the structural support of the other Building.

ARTICLE IV - DEFAULT

4.1 Events of Default. An event of default shall be deemed to have occurred hereunder if the owner of either Building (herein in this Article IV referred to as a "Defaulting Owner") shall:

(a) fail to pay any sum required to be paid hereunder to the owner of the other Building (hereinafter in this Article IV referred to as the "Non-defaulting Owner"), or to any other person under the terms hereof; or

(b) fail to perform any covenant or assume any obligation required by the terms hereof to be performed or assumed by it, and such failure shall continue for a period of thirty (30) days following notice thereof by the Non-defaulting Owner or by any other party for whose benefit such covenant is included herein or such obligation is to be assumed, unless such failure cannot reasonably be cured within such 30-day period, in which event no default shall be deemed to exist hereunder if, within such 30-day period, the Defaulting Owner commences the cure of such default and proceeds diligently thereafter to effect such cure.

4.2 Right of Non-defaulting Owner to Cure Default.

The Non-defaulting Owner shall have the right, but not the obligation, to cure any default of the Defaulting Owner hereunder, by the payment of money or performance of any covenant or assumption of any obligation required to be so paid, performed or assumed, as the case may be. The Non-defaulting Owner shall give the Defaulting Owner at least ten (10) days' prior written notice of its intent to enter upon the Building of such Defaulting Owner and perform the obligations of the Defaulting Owner hereunder; provided, however, in the case of an emergency, no prior written notice shall be required, but the Non-defaulting Owner shall endeavor to give oral notice to the Defaulting Owner. During such 10-day period, the Defaulting Owner will have the right to perform or commence performance of action appropriate to remedy such default, and provided such action is diligently carried to completion, the right of the Non-defaulting Owner to perform the obligation of the Defaulting Owner will terminate. Any such action by the Non-defaulting Owner shall not prejudice any rights of the Non-defaulting Owner to enforce the terms of this Declaration or constitute a waiver or release with respect to any such default. The curing of any default by the Non-defaulting Owner shall not oblige such owner to cure any subsequent default or constitute an amendment or modification to this Declaration as a result of the rendering of such cure unless the owner expressly so agrees in a writing executed by it in the manner required for amendments to this Declaration. Any cost or expense of any nature (including architects', attorneys' or other professional fees) incurred by the Non-defaulting Owner in curing a default hereunder shall be and become immediately due and payable from the Defaulting Owner upon notice of the nature and

amount thereof. The failure of a Defaulting Owner to make any such payment within ten (10) days after such notice shall also constitute an event of default under this Declaration.

4.3 Injunctive Relief. In the event of any violation or threatened violation by any owner of any of the provisions of this Declaration, in addition to the rights set forth herein, each owner will have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of the violation will be given to the owner claimed to have committed such violation.

ARTICLE V - NOTICES

5.1 Form of Notice. Except as otherwise provided in Section 4.2 hereof in the case of an emergency, all notices required or permitted to be given by any owner to any other hereunder shall be in writing and shall be deemed given or delivered if transmitted personally or two (2) business days after having been deposited in the United States mail, sent first class registered or certified mail, with postage and all registration and certification fees prepaid, return receipt requested, addressed to the owner to receive such notice.

ARTICLE VI - GENERAL

6.1 Mechanics' Liens. The owner of either Building shall not permit any mechanics', materialman's or laborer's lien to be placed on or filed against either Building. In the event of the filing of any such lien, the Building owner whose activity caused the same shall cause the lien to be discharged or removed within thirty (30) days after the filing thereof.

6.2 Successors, Heirs and Assigns. This Declaration and all easements, rights, benefits and privileges provided for herein, shall be binding upon, and inure to the benefit of, the owners and mortgagees of each Building, and their respective heirs, personal representatives, successors and assigns.

6.3 Covenants Run With the Land. This Declaration is intended to, and shall, run with the real property benefited and burdened hereby. Upon the conveyance or divestiture of title to either Building, the owner who is divested of title shall be entirely freed and relieved of all covenants and obligations thereunder accruing hereunder except to the extent that such grantor shall have committed, or there shall be pending hereunder a notice of, a default for which the grantor shall have assumed personal liability.

6.4 Time. Time shall be of the essence of all provisions of this Declaration.

6.5 Recording. This Declaration shall be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania.

6.6 Captions. The captions of the articles and sections hereof are included for convenience of reference only and shall not constitute a part of this Declaration nor shall they in any way affect its meaning, construction or effect.

6.7 Amendments. This Declaration may only be modified or amended in writing, duly executed in recordable form by all of the owners of the Buildings and consented to by the then holders of mortgages of the Buildings (if such mortgages so require).

6.8 Gender; Number. Where referred to herein, the neuter shall mean and be deemed to include the masculine and feminine, where appropriate, and vice versa. Where used herein, the singular shall mean and be deemed to include the plural, where appropriate, and vice versa.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Easements to be duly executed on the day and year first above written.

COVENTRY CLUSTERS CORPORATION

By: Norman J. Jancic

President

Attest: Sherrill S. Long

Secretary

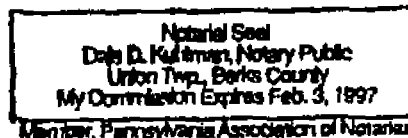
("Declarant")

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF CHESTER :

On this 15th day of October, 1993, before me a Notary Public in and for the above-named Commonwealth, the undersigned officer, personally appeared ROBERT BASILE who acknowledged himself to be the President of COVENTRY CLUSTERS CORPORATION, a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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


Notary Public





Coventry Pointe HOA

General Rules, Regulations and Architectural Standards

Revised: March 2013

UPDATES

Many rules/sections have been cleaned up in order to make the message more clear or up-to-date; however, the actual rule and meaning behind it has not changed. The only rules/instructions that have had changes are listed below. Please make sure to read through ALL rules again, however, to refresh your memory on the community's regulations.

- ARC process (also note there is a new ARC Request Form, which can be found on the community website or obtained through MAMC) – pg. 5
- III. B. 2. – air conditioners – changed to allow for window placement and extension to 10/15
- III. B. 14. – storm doors – changed to require ARC approval on any replacement/change
- III. C. – holiday lights – changed to allow for holiday lights, not limited to shrubs/trees
- V. C. 3. – recreational vehicles – moved from #2 – no longer allowed in community for longer than 48 hours, even in a designated homeowner parking space.
- VI. A. – dog license – changed to 3 months to keep in line with current law
- IX. A. 6. – hard balls – addition of rule to disallow play with hard balls in common areas.

Preamble

The purpose of these General Rules, Regulations and Architectural Standards is the preservation and enhancement of the integrity, values, aesthetics and quality of life of the Coventry Pointe Community.

The reasons for the rules are to have consistency throughout the community while still allowing some individual expression, keeping up with the times and for maintaining property values. The better the community looks and the better the individual homes look from the outside, the better for all of us in maintaining the value of our property.

The following Architectural Standards are intended to accommodate special desires and needs of the Coventry Pointe Homeowners Association (CPHOA) members, while at the same time maintaining architectural consistency and uniformity and topographical harmony.

Article III of the "Declaration of Covenants, Easements and Restrictions" creates the Coventry Pointe Homeowners Association and provides for a board of directors which shall have the power to act on behalf of the CPHOA. The same article provides for the board to have the right to adopt and amend the rules and regulations governing the use and care of portions of the Community.

Article IX of the same document sets the architectural review and approval process. This includes the Architectural Review Committee, which the board has designated to perform certain processing and preliminary review functions on the Board's behalf as outlined herein.

Suggestions from members of the community relating to the adoption or modification of any new regulation, rule or standard will be considered by the board. All suggestions must be submitted in writing and signed. A response will be given within 60 days.

Any change to the exterior of the building must have the approval of the Architectural Review Committee.

Exceptions to some rules may be granted for safety considerations. For example, adding a handrail going up front steps.

Previously published rules and regulations are super ceded by these Rules and Standards. Please refer to the "Declaration of Covenants, Easements and Restrictions" as the governing document. Always refer to the Responsibility Chart when determining who has responsibility for an item.

The Process

The process for requesting a change is as follows:

1. Obtain a form from Mid-Atlantic.
2. Fill out the needed information and include any diagrams that may be required.
3. Include pictures of the replacement item, such as new windows or decking material, anything that would help the committee and board in making a decision. Color pictures or a manufacturer's brochure are best.
4. Completed forms should be emailed to Mid-Atlantic at sally.needham@mamc.com or faxed to 610-353-0295 by the last calendar day of the month for consideration the following month.
5. The ARC will review the request within the calendar month following the month of receipt. For example, if an ARC change request is received on February 7th, it will be reviewed and responded to in March. Likewise, if an ARC change request is received on February 29th, it will be reviewed and responded to in March. However, an ARC change request received on March 1st will not be responded to until April.
6. If there is follow-up information needed, MAMC will contact the requestor.
7. Once the ARC has made its decision, it will forward its recommendation to the Board.
8. The Board will make a decision to accept or deny the ARC's recommendation and inform the ARC and Mid-Atlantic.
9. Mid-Atlantic will contact the homeowner with the Board's decision.
10. Any appeals of denials should be sent to Mid-Atlantic.

Emergency requests may be accelerated, but no "the contractor is in the driveway" requests will be allowed.

The ARC will be walking the community several times a year to check for violations to the rules. They will forward a list to Mid-Atlantic, who will issue letters with any violation notice and the rule number violated. The violation notices will include a date by which the homeowner must comply with the rules and the fine for non-compliance by the date given.

Mid-Atlantic will inspect the home again soon after the due date and will send out any violation/fine notices. If a homeowner has a question about the violation or fine, they can contact Mid-Atlantic for explanation. If they disagree with the ARC/MAMC response, they can appeal to the Board.

I - General Rules and Standards

1. Each dwelling must be maintained by its owner or occupant in a safe, clean and sanitary manner and condition. Dwellings must be in good order and repair in accordance with all applicable restrictions, conditions, ordinances, codes and any rules or regulations as may be applicable.
2. All additions or exterior alteration to an existing dwelling shall be consistent with the architectural standards herein and compatible with the original design of the community. The Board will have final approval of all changes.
3. Requests for approval of changes must be submitted to the Architectural Review Committee using the proper forms. Written approval is required prior to any work being started. Please reference "The Process" on page 4 for submission process. Forms may be obtained from the Management Company.
4. Residents who are non-owner occupants/lessees are required to comply with all governing documents and community rules. See section II-F for rules for non-owners. Residents are responsible for ensuring tenants comply with all HOA documents.
5. All residents are responsible for their own noise abatement and for any disturbances caused by their guests and pets.
6. Ordinance #29 makes it unlawful for anyone under the age of eighteen years to remain in or upon any street, highway, alley, park, shopping center or other public place in the Township unless accompanied by a parent or guardian during the following dates and times:
April 1st to September 30th each year - 10:00 PM to 5:30 AM
October 1st to March 31st each year - 9:30 PM to 5:30 AM

It is unlawful for a parent to permit an underage person to remain on a street, highway, alley, park, shopping center or other public place during times and dates listed above. Underage persons in transit to or from work are exempt from this ordinance; however, the burden of proving the person was going to or coming from work falls on the parent or guardian. There is a \$25.00 to \$300.00 fine for violating Ordinance #29.

The above hours also apply to Coventry Pointe. This includes, but is not limited to, the hill surrounded by the 1600, 1700, 1300, 1400 and 1500 buildings, the pool and the basketball court.

7. Homes are for residential use only.
8. Fireworks are not permitted anytime, anywhere in the community.
9. Show respect for the property of others. Do not go onto the decks or use the driveway or parking space of another homeowner without their permission.

II Delinquent Accounts

1. Homeowners are charged a monthly Association fee. These fees cover the common elements expenses, such as trash removal, snow removal, common landscaping, road maintenance, pool maintenance, insurance, etc.
2. Around the middle of the month before monthly fees are due, you will receive a reminder statement which will reflect the last amount billed, subsequent payments or charges, and the current fee due. Please remit payments to "COVENTRY POINTE COMMUNITY ASSOCIATION" and make certain your check has your account number included. A window envelope will be included for your convenience. Do not include any notes with your monthly payment, as all checks are handled by a lock box.

3. Payments are due on the first (1st) of each month (whether or not a reminder notice is received) and they will be considered late if not received by the tenth (10th) of the month. Per Amended Administrative Resolution #1, Assessment Collection, any outstanding balance not received by the tenth (10th) of the month shall be termed delinquent and shall be assessed a late fee of \$30.00 on the eleventh (11th) of the month.
4. Mid-Atlantic Management offers an automatic payment service which allows you to pay your monthly association fee through a direct debit from your bank account. This process normally takes 30 to 45 days to activate. The fee is taken on the third (3rd) business day of each month from your checking account. If you wish to sign up for this service, please contact MAMC for an application.
5. If you process monthly payments via your checking account through your bank, please allow ample time for the bank or third party to process payment. Although the date of the withdrawal may show on your account as the day you made the payment request, there can be a delay of five (5) to seven (7) days before the payment is actually received at the Association lock box.
6. Per the Association Documents, homeowners receive two notices from the HOA prior to the account being turned over to the Association attorney for further legal action. This means that accounts that are ninety (90) days past due will incur additional legal charges for attorney services involved in the collection of the debt.
7. The Coventry Pointe Board understands that families experience difficult circumstances from time to time. It is important that if you have extenuating circumstances that prevent you from making your monthly payment, you contact MAMC at 610-353-4470 or Kelly.O'Donnell@associa.us as soon as possible to explain the circumstances. The Board has designed a payment plan to help residents during these situations. Residents are required to keep their monthly fee current. The outstanding balance on your account will be divided into six additional monthly payments. The total amount due and payable each month will consist of the monthly fee plus the additional monthly amount. All late fees will be waived while you are on this payment schedule. However, if you do not meet these terms, your account will be forwarded to the attorney for further legal action. Note that any legal charges are billed to the homeowner's account if the Association attorney is involved in the collection of the debt.

III Dwellings

A. Storage

1. Recreational equipment must be removed from outside when not in use and stored indoors or in an approved storage area on the patio or deck.
2. Wading pools are permitted for temporary daily use, but must be stored inside the home when not in use. Owners are responsible for restoring any turf damage caused by the pool.
3. Patios and decks are not to be used for storage, unless items are stored neatly in an approved shed or bench with prior ARC approval.
4. Deck furniture and barbeque grills may be placed on decks and patios. Permanent barbeque grills are prohibited.
5. Firewood must be stacked neatly on the rear patio or under the deck and may not exceed one-half cord. Any damage to the grass caused by stacking on the ground must be repaired at the expense of the homeowner.

6. Garden hoses and sprinklers may be kept neatly stored on decks or patios or must be screened from street view.
7. No swings, swing sets or sliding boards may be erected or suspended on any lot, dwelling, deck or patio.
8. Sandboxes are permitted on decks or patios.
9. No fire pits or chimneas are permitted.
10. No toys, bicycles or tools can be left unattended on the property or common grounds after dusk.

B. Exterior Additions and Alterations

1. Fans may be placed in the window in warm/hot weather, but must be removed by November 1st of each year.
2. Small free-standing or window air conditioners may be placed in the upper-most windows of a home from May 15th to October 15th. These are the lofts in the three-story units and second floors of the two-story units.
3. Flower boxes may be affixed to deck railings as long as they are secure enough to not fall off.
4. Freestanding flag poles are not permitted, except a community flagpole in the pool area.
5. Decks and pressure-treated wood structures over decks must be cleaned and powerwashed. Decks are required to be cleaned, powerwashed and re-stained when weathered but at a minimum of once every four years. Decks will be inspected by the ARC Committee during annual walk-through. When staining your deck, any retention walls adjacent to the dwelling, flower boxes or landscape ties must be done as well. This includes retaining walls and handrails in front of the home as well.
6. The approved solid stains are Olympic Cedar or Cabot Frontier, available at Lowe's, and Behr Redwood Naturaltone and Behr Cedar Naturaltone, available at Home Depot. Stains must be applied by brush or roller. Spraying is prohibited. Each year, the HOA will send a notice with the approved stains. Deck staining must be completed by July 15th of any year, or a violation as stated in the notice will be assessed.
7. All deck construction must be approved by the Architectural Review Committee and comply with all applicable codes. Owners are responsible for obtaining permits from the township.
8. No owner or occupant may erect anything on any deck or patio attached to the adjacent dwelling.
9. Pressure-treated roof structures are allowed over decks with the approval of the Architectural Review Committee.
10. Retractable awnings in earth tones are allowed over decks with the approval of the Architectural Review Committee.
11. Enclosed decks are allowed with the approval of the Architectural Review Committee. Owners are responsible for obtaining all necessary permits.
12. No fences or free-standing above-grade walls may be erected. This does not include privacy walls.
13. No doghouses, permanent play equipment or any other out building may be added to the property or lot. Storage sheds may be added with committee and board approval.

14. Full-view storm/screen doors are allowed. Any changes to or replacements of doors must be approved by the Architectural Review Committee. Stabilizing bars are permitted.
15. Exterior light fixtures, door hardware and kick plates may be upgraded or replaced with black, brass, nickel or bronze that conforms in size and style to the existing fixture without ARC approval. These items may be changed to another style that conforms in size to the existing with ARC approval. The replacement fixture should be 18 to 20 inches long with the stem at the end or 10 to 12 inches without the stem. Glass in the light fixtures must be clear or frosted.
16. Pool spas and hot tubs are prohibited.
17. Lawn ornaments may not be placed on any part of the common ground, as they may interfere with mowing. They may be placed in flower beds.
18. Rugs, beach towels, clothing and other laundry may not be hung outside. This includes from or in windows or using clotheslines, deck railings and stone walls, etc.
19. Decks may be extended in width, but not depth. Steps are not considered an extension of the deck size. All extensions must be approved by the Architectural Review Committee prior to any construction. The owner is responsible for obtaining any necessary permits from the township.
20. New or replacement decks may be constructed with the approval of the Architectural Review Committee and may be of either TREX (or generic name and color) or pressed wood. New decks must be the same depth as other decks on the building. The owner is responsible for getting permits from the township. All decks must be uniform in color. Any wood portions of the deck should be stained to match the Trex.
21. Except for the standard address number sign and a single "For Sale" or "For Rent" sign, no sign shall be permitted by an owner or real estate firm on a lot or dwelling or on any of the Community facilities without prior written approval of the Board of Directors. "Open House" signs are permitted during the hours of the open house, but must be removed at the conclusion of the day's activity. "For Sale" or "For Rent" signs are not to be placed in windows, regardless of size.
22. Political signs are prohibited.
23. Resealing of driveways and owner/resident parking areas is the responsibility of each homeowner/resident. Asphalt sealing must be done every three years. It is aesthetically preferred and economically practical for adjoining driveways and parking spaces to be done at the same time. This may also be done by the HOA so that the entire community is done at the same time. In this instance, the homeowner will be billed for their parking pad or driveway.
24. Only the exterior materials and colors existing on a dwelling are permitted. Any request for change must be submitted to the Architectural Review Committee. This includes, but is not limited to: A) shutters B) wood trim C) front door. If every homeowner in a single building agrees, front doors may be painted a different color only after approval of the Architectural Review Committee. All doors in the building must then be painted this color. The Board or ARC may update colors from time to time and buildings will be able to decide the color of their doors from a selected list. It will be "majority rules" in these cases. These updates are to take place as materials weather, but doors should be repainted at a minimum of once every three years, regardless of whether a change in color is made.
25. Approved door paint can be purchased at Lowes. Get counter-mixed Valspar paint in satin, outdoor, fade proof, mildew resistant finish in the following approved colors: Burgundy Wine C32-6, New Black 4011-1, Blue Zephyr D47-5 and Thyme Green D67-5.

26. Approved paint for all wood surrounding the front door including trim and that under the door is: Sherwin Williams – Perma white - SW2130.
27. Pavers can be used for stabilizing areas for trash cans, hose reels, etc. in the rear or by the deck with prior approval of the ARC. Pavers should be gray or tan in color.
28. Resolution 4 requires that steel reinforced no burst washing machine hoses are required on all washing machines. Any owner who fails to comply with the Resolution and sustains damages due to washing machine hose failure will be liable for any increase in the Association's insurance premium resulting from their claim.

C. Seasonal Decorations

1. Outside seasonal holiday decorations may be displayed from Thanksgiving to January 20th.
2. Exterior holiday lights of any color are allowed from Thanksgiving through January 20th.
3. Other holiday decorations should be removed by the end of the month of the holiday period.

D. Windows

1. All window treatments, including draperies, blinds, indoor shutters and any other window coverings must be white or off-white when viewed from the outside. Trim is excluded.
2. Electric candles with clear/white bulbs are permitted year-round. Bulbs can be any color from Thanksgiving to January 20th.
3. Windows may be replaced by the homeowner with permission of the ARC. All front and side facing replacement windows must be white on the outside and have the same grid pattern as the original windows. Grids are not required on rear facing windows.
4. Sliding glass doors may also be replaced by the homeowner with permission of the ARC. Sliding glass doors must be white on the exterior to match the original. Grids are not required on rear facing sliders.

E. Leasing

1. An owner may lease his/her Unit at any time, for a minimum term of six months.
2. The lease or rental of any Unit in any manner other than by written agreement, which contains specific provisions requiring the lessee(s) to comply with and be bound by the Governing Documents and Rules, is prohibited.
3. Each Owner shall, within ten (10) days of the execution of the lease, provide to the Management Company a confirmed copy of the lease agreement – together with an acknowledgment signed by the lessee(s) verifying that the lessee(s) was provided by the Owner with current copies of all the Governing Documents and Rules, including the name, address and telephone number of the lessee.
4. The Owner of any Unit that is or becomes vacant shall, within thirty (30) days after the vacancy occurs, provide notice to the Management Company, as well as a valid forwarding address for the owner.
5. Owners who fail to provide a copy of an executed lease to the Management Company within the required ten (10) day deadline will be subject to a fine of \$100 per month for non-compliance until the lease is received.

6. Owners are responsible for damages caused by their tenants to neighboring units or Association common area property. The Association will charge the Owner's account for expenses incurred to repair common area property damaged by their tenant.

IV Landscaping by residents

A. Definitions

1. Existing bed – The landscaped area adjacent to the front of the dwelling that is original to the home.
2. New bed – All non-builder-installed beds. Subject to advance written approval by the Architectural Review Committee, the homeowner has the right to install a new bed within three (3) feet of the rear deck and within ten (10) feet of the sides of end units.
3. Common grounds – areas owned in common by all Association members/homeowners.

B. Plantings

1. The homeowner may plant any normal annual or perennial plants in the existing bed, but the size and shape of the bed may not be altered. The homeowner must maintain any plantings done. If the plantings are not maintained, the Board has the right to return the bed to its original condition at the homeowner's expense.
2. All new beds for the planting of shrubbery, vegetables and flowers require the advance approval of the Architectural Review Committee based on the submission of a written plan that details the layout. The homeowner shall comply in full with the approved plan. *Homeowners have the obligation when selling their unit to inform the buyer of any new beds.*
3. The homeowner is responsible for all maintenance of new beds, including mulch, weeding, fertilizers, etc. Mulch must match the mulch in the beds maintained by the Association.
4. Any request to plant trees must go through the Architectural Review Committee.
5. Vegetable plants may be planted in pots on decks or patios or in new beds.
6. No planting is permitted on common grounds such as mailboxes or islands.
7. Edging – bricks, wire fences, pressure treated wood, etc., is allowed with prior Architectural Review Committee approval.
8. If a portion of the lawn, shrubbery, trees and/or plants in any existing and/or new bed becomes damaged or dies or is in need of maintenance, the homeowner must repair the damage or replace the plant.
9. Shrubby in "new beds" at the rear of decks/patios must be maintained at a maximum height of three (3) feet.

V Vehicles

A. Parking

1. Parking is prohibited within fire lanes and in front of mailboxes, fire hydrants, driveways and anywhere the curb is painted yellow.
2. Double parking is not permitted. This includes parking behind your own driveway or parking pad.

3. Homeowners are to use their own two parking spaces or garage and/or driveway before using any of the other parking areas.
4. Residents with garages will park on the driveway or within the garage. Incidentals may be stored in a garage, but the parking of a vehicle may not be inhibited.
5. No one may park in another homeowner's space without permission of the owner.

B. Safety

1. The speed limit within Coventry Pointe is 20 miles per hour.
2. Obey all Stop signs.

Any infraction of the above rules, including parking in fire lanes, will be dealt with by ticketing by the North Coventry Police and fines levied by the association.

C. Other

1. All vehicles on the property must be currently licensed and inspected and in operating condition. Vehicles not meeting these conditions may be towed at the owner's expense at the discretion of the board.
2. Commercial vehicles, trailers, boats or trucks exceeding one-half-ton capacity, may be on the property for no more than forty-eight (48)-hours unless parked in a resident's parking space or garage. Commercial vehicle is described as any vehicle that is commercial plated or contains exterior lettering.
3. No recreational vehicles are permitted to be parked within Coventry Pointe for more than forty eight (48) hours.
4. Car repair, body work, spray painting or maintenance is not permitted within Coventry Pointe.
5. No mini-bikes, snowmobiles or off-road motorcycles may be driven within the community.
6. Garage doors are to be kept closed when the homeowner/resident is not working in and around the garage area.
7. Residents may set up tents, tables or other items for a party on the common grounds as long as they are removed after the event is over. They should not remain more than one night. A "Hold Harmless" agreement is required and available from Mid-Atlantic. This applies to any rental equipment.

VI Pets

A. Ordinances

The Coventry Pointe animal rules are written to conform to state and township laws.

The following is from the Pennsylvania Dog Law and an excerpt from a North Coventry Township definition.

"All Dogs over three months old must be registered and licensed on or before January 1st of each year." The dog law also "requires that the dog's owner certify that the animal has been properly vaccinated against Rabies". Violations of the dog laws are punishable by fines up to \$300 plus court costs.

B. Coventry Pointe Rules

1. Dogs and cats and small indoor pets are permitted as household pets. No exotic animals are permitted. No homeowner or resident shall have more than two pets.

2. Pets may not be left unattended outside. The use of a stake or other tethering device is not permitted. Unleashed dogs or cats will be reported to the North Coventry Animal Control Officer and will be subject to the fine structure levied by the Township.
3. No one walking a dog will allow the pet to relieve himself on the private property of any other resident. Pet owners will walk their leashed animals in the designated areas. Owners must have control of their dogs at all times.
4. Pet owners and walkers are responsible for the immediate removal and appropriate sanitary disposal of the dog's waste, including in designated dog walk areas.
5. Exterior animal shelter structures, dog runs or overhead cables to attach a chain or lead are not permitted.
6. Pet owners are responsible for any property damage, injury or disturbance caused by their pets. This includes excessive barking.
7. Pet owners will be fined \$50 for the first reported offense of not picking up after their pet. They will be fined an additional \$50 for each subsequent reported incident.

VII Trash

1. The storage, collection and disposal of trash, including recyclables, must be in compliance with the rules set by the CPHOA, North Coventry Township ordinances and any other regulations established by the sanitation contractor servicing our Community.
2. Trash must be placed in either a covered trash can or plastic trash bags that are properly secured.
3. Trash and recycle bins must be placed curbside by nightfall the day before the scheduled pick-up. Empty cans and bins must be removed by nightfall on pick-up day. Do not place trash in the street. If it's a windy day, pick up any blowing trash and dispose of properly.
4. The dumping or disposal of trash or other debris in any area of the community is prohibited.
5. Burning of trash, leaves or any other material is prohibited.
6. Per our contract, residents are allowed the removal of one large bulk item per month. Residents must call Waste Management at 610-367-1300 (commercial account) to prepay and schedule additional removal of bulk trash items.
7. Trash cans and recycle bins are to be stored in garages or in the back of the unit. No trash cans or recycle bins should be stored in the front of the dwelling.
8. The cost of repair to damage to the roadway, grass, driveways or sidewalks caused by disposal of paint, stains, large objects, etc., will be charged to the homeowner.
9. Littering is prohibited in any area of Coventry Pointe. Violators will be subject to a fine of \$50/occurrence.
10. Residents who put trash on the curb prior to the day before pick up day on Friday or fail to move their containers from curb the evening on pick up day will be fined \$25 per day/container.
11. No waste classified as hazardous by a government authority or by the sanitation contractor may be disposed of. Any additional costs are to be borne by the resident.

VIII Satellite Dishes

The Federal Communications Commission adopted rules implementing Section 207 of the Telecommunications Act of 1996. The section permits the installation of satellite dish antennae, but allows community associations to impose guidelines which will neither impair receiving a quality signal nor do so at an unreasonable cost.

1. A request to install a satellite dish must be submitted to the Architectural Review Committee prior to installation. The request must include the exact location of the installation. Only one dish per household is permitted.
2. The board reserves the right to remove, at the homeowner's expense, any dish that is installed without approval.
3. The CPHOA will require a waiver for liability and potential roof leakage or damage if the dish is located on the roof. If a dish is removed, the homeowner is responsible for any repairs or damage.
4. The professional satellite dish installer must furnish a current Certificate of Insurance to demonstrate adequate worker's compensation and public liability insurance. The Certificate should be supplied to the management company, along with an ARC change request, prior to installation.

IX Activities

A. General

Parents are responsible for supervising their children's activities and should make sure they are obeying the rules. Parents are financially responsible for any damage to another homeowner's property or to any common property.

1. Rollerblading, skateboarding and bicycling may be done with parental supervision. When rollerblading, skateboarding and bicycling, respect others' property. Driveways and front walkways are not considered common areas, and should not be used without permission.
2. No ramps are allowed anywhere in the community.
3. Per state law, any child up to the age of 12 who rides a bike, skateboard, rollerblade, or scooter is required to wear a helmet.
4. No tree climbing is allowed anywhere in the community. Branches should not be broken off of trees.
5. Any activity that will damage turf is not permitted on common lawn areas.
6. No play with hard balls is allowed on common lawn areas.

B. The Swimming Pool

Each unit is provided with one pool key and key tag, which must be used for admission to the pool. Replacement keys are available for \$10.00 each. Keys and tags must be turned in when you sell your home or there will be a \$50 charge.

1. Pool is open 9:00 AM until 9:00 PM from Memorial Day to Labor Day, weather permitting.
2. There is no Lifeguard. Swim at your own risk.

3. Pool key tags are to be visible at all times and guests are to be limited during the hours of high use (12 pm – 4 pm daily) and holidays.
4. All guests must be accompanied by a resident/homeowner at all times. Residents are responsible for the actions of their pool users and their guests.
5. Children under the age of 16 are permitted in the pool area only when accompanied by a parent or other responsible adult resident age 18 or older. Parents are wholly responsible for the safety of their own children. Children may not enter the area until their parent or responsible adult is also in the pool area.
6. There should be no more than four (4) children to one (1) adult unless the children are from the same family household.
7. No diving is permitted. Running, pushing, wrestling or any activity endangering self or others in and around the pool area is forbidden.
8. Excessive noise level (i.e. music, shouting) is not permitted, nor should it disturb residents nearby.
9. Equipment such as flotation devices, masks and fins will be restricted when the pool is crowded. They should be removed from the water when not in use. No such items can be stored at the pool or in the rest rooms.
10. No glass or any other breakable container is permitted in the pool area at any time.
11. Pets are not permitted inside the pool fence.
12. Smoking is not permitted inside the pool fence.
13. Proper bathing attire must be worn at all times, including children and infants. All non-potty-trained children must wear swim diapers when using either pool.
14. Defecation is cause for immediate evacuation of the pool. The pool will be closed until it is treated for possible health hazards. The cost of any damage, including defecation, to the pool area will be charged to the responsible party, homeowner or guest.
15. Jumping or climbing over the pool fence is forbidden and will result in revocation of privileges. Any person in the pool area during hours when the pool is closed will be considered trespassing and the North Coventry Police will be called.
16. Chairs are available for your convenience and should be returned to the storage area after use.
17. Private parties, except for community parties thrown by the association, are not permitted.
18. Life preservers, water wings or other safety equipment must be used by pool users who cannot swim.
19. Keep the pool area clean – clean up after yourself and your guests.
20. Exercise proper safety measures with inclement weather. If you experience any indications of a pending storm, (i.e. thunder or lightening), vacate the pool immediately.

FAILURE TO FOLLOW POOL RULES WILL RESULT IN THE SUSPENSION OR REVOCATION OF POOL PRIVILEGES.

Coventry Pointe Community Swimming Pool Rules

Each unit is provided with one pool key and key tag, which must be used for admission to the pool. Replacement keys are available for \$10.00 each. Keys and tags must be turned in when you sell your home or there will be a \$50 charge.

1. Pool is open 9:00 AM until 9:00 PM from Memorial Day to Labor Day, weather permitting.
2. There is no Lifeguard. Swim at your own risk.
3. Pool key tags are to be visible at all times and guests are to be limited during the hours of high use (12 pm – 4 pm daily) and holidays.
4. All guests must be accompanied by a resident/homeowner at all times. Residents are responsible for the actions of their pool users and their guests.
5. Children under the age of 15 are permitted in the pool area only when accompanied by a parent or other responsible adult resident age 18 or older. Parents are wholly responsible for the safety of their own children. Children may not enter the area until their parent or responsible adult is also in the pool area.
6. There should be no more than four (4) children to one (1) adult unless the children are from the same family household.
7. No diving is permitted. Running, pushing, wrestling or any activity endangering self or others in and around the pool area is forbidden.
8. Excessive noise level (i.e. music, shouting) is not permitted, nor should it disturb residents nearby.
9. Equipment such as flotation devices, masks and fins will be restricted when the pool is crowded. They should be removed from the water when not in use. No such items can be stored at the pool or in the rest rooms.
10. No glass or any other breakable container is permitted in the pool area at any time.
11. Pets are not permitted inside the pool fence.
12. Smoking is not permitted inside the pool fence.
13. Proper bathing attire must be worn at all times, including children and infants. All non-potty-trained children must wear swim diapers when using either pool.
14. Defecation is cause for immediate evacuation of the pool. The pool will be closed until it is treated for possible health hazards. The cost of any damage, including defecation, to the pool area will be charged to the responsible party, homeowner or guest.
15. Jumping or climbing over the pool fence is forbidden and will result in revocation of privileges. Any person in the pool area during hours when the pool is closed will be considered trespassing and the North Coventry Police will be called.
16. Chairs are available for your convenience and should be returned to the storage area after use.
17. Private parties, except for community parties thrown by the association, are not permitted.
18. Life preservers, water wings or other safety equipment must be used by pool users who cannot swim.
19. Keep the pool area clean – clean up after yourself and your guests.
20. Exercise proper safety measures with inclement weather. If you experience any indications of a pending storm, (i.e. thunder or lightening), vacate the pool immediately.

Any violation of pool rules should be reported to Associa Mid-Atlantic at 855-399-8917.

FAILURE TO FOLLOW POOL RULES WILL RESULT IN THE SUSPENSION OR REVOCATION OF POOL PRIVILEGES.

FOR EMERGENCIES CALL 911

The
Townhomes
At

Coventry

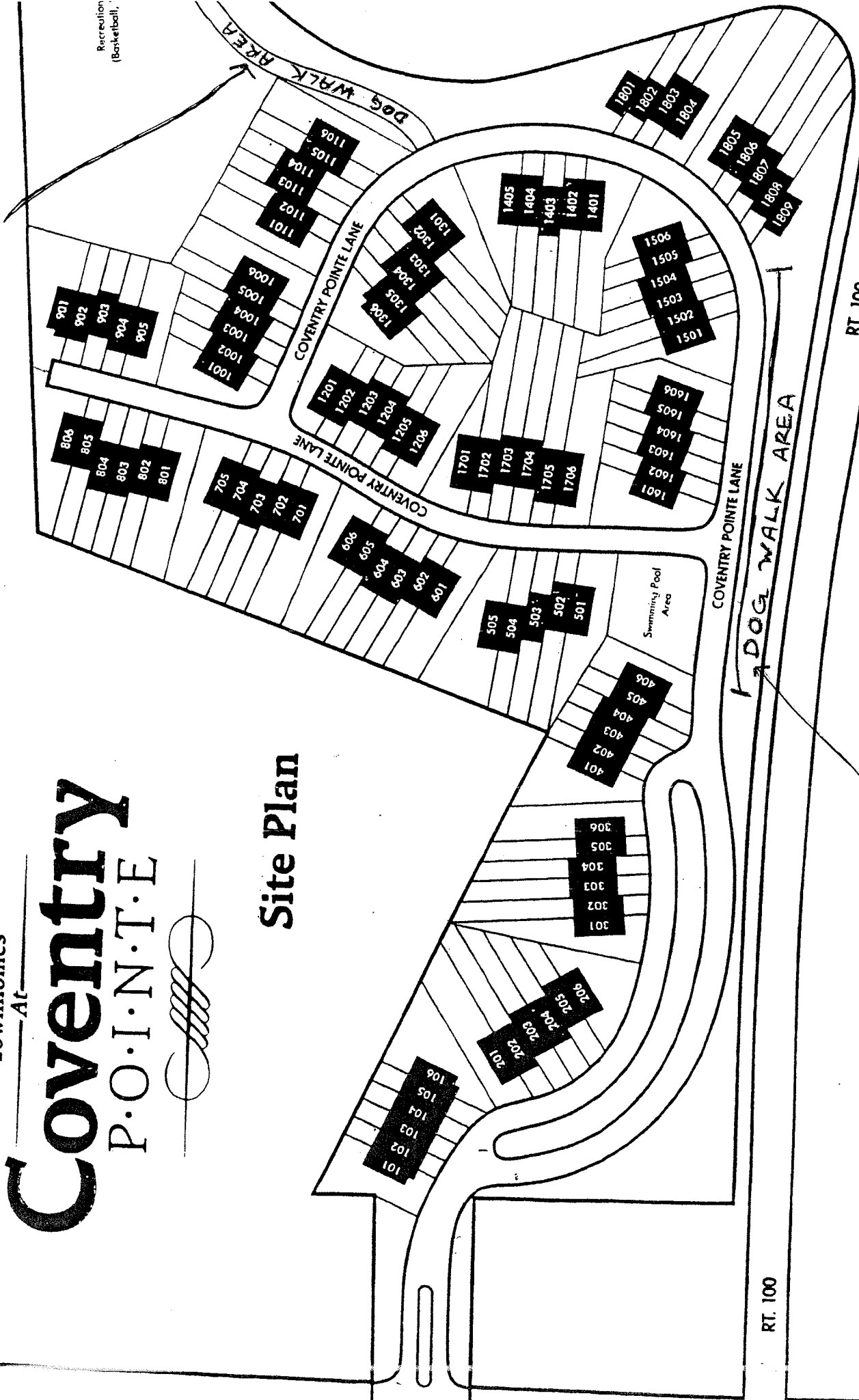
P.O.I.N.T.E



Site Plan

Recreation
(Basketball)

DOG WALK AREA



RT. 100

RT. 100

DOG WALK AREA

**COVENTRY POINTE HOMEOWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION #1
ASSESSMENT FEE COLLECTION PROCEDURE**

WHEREAS, Article III, Section 3.4 of the Declaration of Organization, Covenants, and Easements creating Coventry Pointe Homeowners Association provides for a Board of Directors which shall manage the business, operation, and affairs of the property; and

WHEREAS, Article VIII, Section 8.2 of the same Declaration creates the obligation of its Owners to pay assessments and,

WHEREAS, Article VIII, Section 8.7 of the Declaration defines the powers of the Association for the determination, assessment and collection of delinquent assessments for common expenses as part of its responsibilities, and wishes to clearly define the administrative procedure to carry out the collection of any such delinquent assessments; and

BE IT THEREFORE RESOLVED that effective May 1, 2010, the following procedures apply:

1. The annual assessment for common expenses shall be divided into twelve equal monthly installments called association fees, rounded to the nearest dollar.
2. Each monthly common expenses assessment is due by the first day of the month.
3. Any payment not received by the tenth of the month shall be termed delinquent. It is the homeowner's responsibility to see that the payment is received on time.
4. On the eleventh of each month, a late fee processing charge of \$30.00 will be automatically added to each account with a balance in excess of \$30.01.
5. Any homeowner with a delinquent account balance exceeding \$100.00 will receive one warning letter per fiscal year containing the following:
 - a. request for full payment of the delinquent balance within thirty days;
 - b. the additional amount owed if remaining installments due for the current fiscal year is added (accelerated);
 - c. copy of this Resolution;
 - d. an explanation of the legal and financial consequences to the homeowner who contrives to carry a delinquent balance;
 - e. a statement that even if the account is brought current, should a delinquent balance develop again within the same fiscal year, the remaining installments will be accelerated for the fiscal year without prior notice;
 - f. copy of a current assessment account history.
6. As provided by law, all related charges for collection of any delinquent account shall be the responsibility of the homeowner. Included in this are: court and legal costs, late fees, collection expenses, as well as the delinquent common expense assessment fees. In addition, the Board shall have the right to accelerate payment of all the remaining

installments due for the current fiscal year including the amount of any special assessment or other charges imposed by the Board.

7. For as long as the delinquent account remains unpaid, the rights of the delinquent homeowner (including family, friends, or tenants) to use any recreational facility and to serve on any committee established by the Board or the Board itself shall be suspended provided the Board has given written notice of such loss.
8. The Board may exercise any and all of its rights permitted by law and its decision is final.

Approved by unanimous Board vote at its 3/30/10 meeting.

ATTEST:

Kelly Hadden
President

3-30-10
Date

Cheryl Cook
Secretary

3/30/10
Date

COVENTRY POINTE HOMEOWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION I
RULES ENFORCEMENT PROCEDURE

WHEREAS Article V, of the Declaration of Covenants, Easements and Restrictions ("Declaration") creating Coventry Pointe Homeowners Association, provides the right of the Community Association to establish Rules and Regulations governing the property and the use of the common facilities; and

WHEREAS, Article V, Section 5.9 of the Declaration states each owner shall be governed by and shall comply strictly with the terms, covenants, conditions and restrictions of this declaration, the By-Laws and any rules and regulations adopted pursuant thereto, and the same as they may be amended from time to time; and

WHEREAS, Article IX, Section 9.4 of the By-Laws grants the Board of Directors the power to make and enforce compliance with reasonable rules and regulations relative to the operation, use and occupancy of the property, including but not limited to, penalties to be levied for violations of these By-Laws;

BE IT THEREFORE RESOLVED that the Board of Directors of Coventry Pointe Homeowners Association adopts the following Resolution regarding procedures for enforcing the rules of the Governing Documents of Coventry Pointe:

1. VIOLATIONS

- a. Any homeowner or Board member may submit a complaint to the Community Manager alleging a violation by a homeowner, tenant or guest of the Governing Documents. Complaints must be in writing, signed by the complainant, specify the Rules or provision in the Governing Documents allegedly violated and set forth in detail the facts constituting the violation. Management will make every effort to keep the complaint confidential to extent possible.
- b. The Board, Covenants Committee or its management representative shall notify the unit owner of the violation of the Governing Documents in writing and describe the violation with reasonable particularity.

2. VIOLATION ASSESSMENTS

- a. In the event the violation is not abated or corrected by the unit owner within fifteen (15) days from the date of the notice of the violation, the Board may impose a \$25 fine upon the unit owner.
- b. The Board or management representative shall notify the unit owner in writing of the fine and the amount thereof. If the violation is not corrected within ten (10) days of the notice of fine (or within ten (10) days of a decision following a hearing, (if any)), additional fines of 10% a day may be imposed until the violation is abated.
- c. In the event of a violation of the rules pertaining to Pets or Trash, upon receipt of a written complaint, the Board, Covenants Committee or management representative shall notify the unit owner responsible asking for immediate compliance with the Governing Documents. Should notice of a second violation be received against the same unit owner. Subsequent violations of the same rule shall be subject to a \$50 fine per occurrence.
- d. Any fine imposed in accordance with this Resolution shall constitute a common expense assessment and a lien against the unit and shall be collectible in the same manner as provided for in the collection of common assessments. Accordingly, all legal fees, interest, court costs and other fees incurred in the collection of the fine and/or correction of the violation shall be the responsibility of the unit owner.

SIGNED: Larry R. Matthews
President, Board of Directors
Coventry Pointe Homeowners Association

9/25/96
Date

SIGNED: Carol Walsh
Secretary, Board of Directors
Coventry Pointe Homeowners Association

9/27/96
Date



COVENTRY POINTE HOMEOWNERS' ASSOCIATION
ADMINISTRATIVE RESOLUTION #4
WASHING MACHINE HOSE RESOLUTION

WHEREAS, Article III, Section 3.2 of the Declaration creating Coventry Pointe Homeowners' Association provide for a Board who shall manage business, operation, and affairs of the property; and

WHEREAS, Article III, Section 3.2 (1) of the Declaration gives the Board the duty to adopt and amend as well as enforce compliance with the rules and regulations; and

WHEREAS, the Board has adopted and expects to continue to adopt or amend rules and regulations pursuant to the provisions of its legal regulations; and

WHEREAS, Section 5302 of the Pennsylvania Uniform Planned Community Act gives the Board the power to impose fines for violations of rules and regulations; and

WHEREAS, the Association and individual owners have experienced, and continue to experience substantial damage due to bursting washing machine hoses; as well as increased insurance premiums. The insurance carrier has stipulated that installation of the steel-reinforced washing machine hoses is a prerequisite for insurance coverage.

WHEREAS, the Association deems it necessary for the owners to purchase and install special guaranteed, steel-reinforced washing machine hoses.

NOW THEREFORE, BE IT RESOLVED, that the following requirements are hereby adopted regarding washing machine hoses;

1. No later than October 31, 1999, each owner shall purchase special guaranteed steel-reinforced washing machine hoses and shall have said hoses installed on their washing machine.
2. Installation of the guaranteed, special hoses shall be performed by a licensed-plumbing contractor or the homeowner. All costs in connection with hose purchase and installation shall be borne by the owner.
3. Owners must provide the Management Office with a copy of their receipt for the hoses and a bill from the plumber for the installation. If the homeowner installs the hoses

himself, the owner must submit a copy of the receipt for the hoses. Owners shall be fully responsible for all damage and injury resulting from a faulty or incorrect installation.

4. Any claim resulting from failure to comply with the terms of this Resolution by October 31, 1999 shall result in a fine of not less than One Hundred Dollars (\$100.00) or more than Five Hundred Dollars (\$500.00)

5. Any owner who fails to comply with this Resolution and sustains damages due to the washing machine hose failure will be liable for any increase in the Association's insurance premium resulting from their claim.

This Resolution was approved at a meeting of the Board of which a quorum was present on July 1, 1999.

COVENTRY POINTE HOMEOWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION # 5
INSURANCE/ DEDUCTIBLES

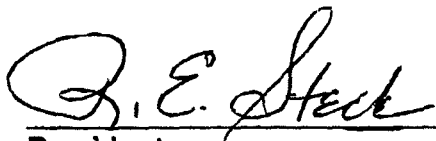
The documents for Coventry Pointe Homeowners Association requires the Board to obtain and maintain an all risk policy, insuring all of the Townhomes and improvements, Common Areas and Facilities and the fixtures included in each Townhome. Article XIII, Section 13.1.3 requires that fire damage and other casualty insurance with respect to all tangible and personal property which is subject to loss or damage thereby and which the Association owns or has responsibility hereunder to maintain, repair or replace.

The Board has secured and maintains such insurance. The said policy contains a \$ 5,000.00 deductible applicable to each claim.

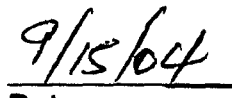
The unit owner is responsible to insure the Unit Owners share of the Association Master Policy Deductible. Unit owners should obtain and maintain an HO-6 policy. Unit owners are also encouraged to purchase insurance with this policy to include coverage of the \$ 5,000.00 deductible of the master policy, which is the homeowner responsibility.

BE IT THEREFORE RESOLVED that the \$ 5,000.00 deductible is effective October 19, 2004.


Approved, by unanimous vote at the August 25, 2004 meeting.



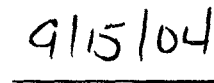
President



Date



Secretary



Date

COVENTRY POINTE HOMEOWNERS ASSOCIATION
ADMINISTRATIVE RESOLUTION # 6
CAPITAL IMPROVEMENT FEE – amended 4/1/2008

WHEREAS, Article III, Section 3.4 of the Declaration of Covenants, Easements, and Restrictions creating the Board of Directors for the Coventry Pointe Homeowners Association with the power to manage the business, operation, and affairs of the property; and

WHEREAS, Article III, Section 3.2 (1) of the Declaration of Covenants, Easements, and Restrictions gives the Board the duty to adopt and amend rules and regulations; and

WHEREAS, the Board has adopted and expects to continue to adopt or amend rules and regulations pursuant to the provisions of its legal documents; and

WHEREAS, Subsection 5302 (a) (1) of the Pennsylvania Uniform Planned Community Act gives the Association broad powers over budgets, revenues, expenditures, reserves and assessments; and

WHEREAS, Subsection 5302 (a) (12) of the Act, gives the Association the power to levy a capital improvement fee not in excess of the annual assessment for general common expenses assessed against the Unit during the Association's most recent fiscal year, upon the re-sale of transfer of a Unit; and

WHEREAS, the Board has determined that the levying of a capital improvement fee, to be called a Capital Improvement Fee, will benefit the Association by creating a fund to be used by the Association solely for the purposes of paying for new capital improvements, or replacement of existing Common Areas and Common Area Facilities;

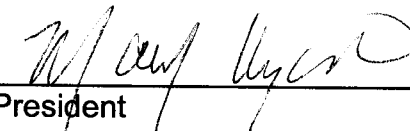
BE IT THEREFORE RESOLVED that effective April 1, 2008 these procedures will be followed regarding Capital improvement Fees:

1. The Board will review the current fee during each annual Budget session and will determine any increase at that time.
2. The Capital Improvement Fee shall be paid to the Association by the person, corporation, partnership or entity to whom a Unit is transferred or sold within ten (10) days of the date upon which the Unit is transferred or sold to the new Owner.

3. If the Capital Improvement Fee is not paid within ten (10) days of the date of the transfer or sale of a Unit, then the Capital Improvement Fee shall be a lien on the Unit, and shall remain the personal obligation of the Owner of the Unit, until paid; any unpaid Capital Improvement Fee shall be collected from the Owner, together with interest and costs of collection, including attorney's fees, in the same manner as an unpaid assessment under the applicable provisions of the Declaration and Rules.
4. No Capital Improvement Fee shall be payable upon a gratuitous transfer of a Unit, between spouse, parent and child, siblings or grandparent and grandchild. A gratuitous transfer is one in which the Owner who is transferring title to a new Owner does not receive any benefit, compensation or consideration for the transfer of the Unit.
5. Notice of the obligation of the new Owner of a Unit to pay the Capital Improvement Fee, and the amount of the Capital Improvement Fee due from the new Owner upon the transfer or sale of a Unit, shall be given in all Re-sale Certificates issued by the Association.

Approved by unanimous Board vote at its 2/18/08 meeting.

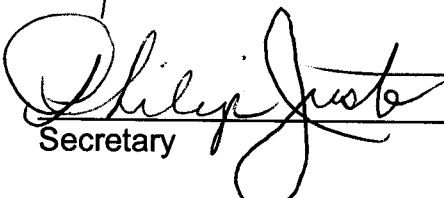
ATTEST:



President

2/21/08

Date



Secretary

2-23-08

Date

COVENTRY POINTE HOMEOWNERS ASSOCIATION
Satellite Dish Resolution

Whereas, Article III, Section 3.1 of the Declaration of Covenants, Conditions, Easements and Restrictions creating the Coventry Pointe Homeowners Association provides for a Board of Directors which shall have all the power to act on behalf of the Community Association: and

Whereas, Article III Section 3.2 of the same Declaration provides for the Board to have the right to impose rules and regulations governing the use and care of portions of the Community Facilities and Limited Community Facilities;

Whereas, Article V of the same Declaration sets forth use restrictions of the Community and Section 5.9 provides for the use restrictions to be amended by the Board from time to time without approval of the members;

Whereas Article IX, Section 9.2 of the same Declaration, sets the architectural review and approval process for the Community;

Whereas, Article V, Section 15.5 of the Declaration prohibits installation of satellite dish antenna, however due to the Federal Communications Commission adoption of rule implementing Section 207 of the Telecommunications Act of 1996, which allows the installation of satellite dish and antenna but allowing community associations to impose guidelines which will not impair receiving a quality signal nor at an unreasonable cost;

THEREFORE, BE IT RESOLVED that effective October 1, 1997 these procedures will apply:

All requests are to be submitted on the Architectural Request Form.

- A). Satellite dishes must be 18 inches or less in diameter.
- B). Satellite dishes must be placed in the least obtrusive location possible. The following locations must be explored in the order stated as follows:
 - 1. Inside the attic of the residence.
 - 2. In landscaped beds to the rear of the residence.
 - 3. Within landscaped beds to the side of the residence.
 - 4. Within landscaped beds to the front of the residence.
 - 5. Roof installation, provided the satellite dish is located below the rear peak of the roof.
- C) Satellite dishes must be located a minimum of ten feet (10') from any adjoining property.

- D) Satellite dishes must match the color of the home structure (beige), if placed at or near the ground, and of the roof color if mounted on the roof.
- E) Satellite dishes must be for the personal use of the owner of the residence.
- F) Only one (1) satellite dish permitted per residence.
- G) Is subject to the approval of the Architectural Review Committee in all respects.

Application process:

1. If an acceptable quality signal cannot be obtained at a reasonable installation cost under requirement B(1) above, then the applicant may submit a request pursuant to the lowest number installation guideline for which an acceptable quality signal can be obtained at a reasonable installation cost, along with an explanation of why the lower number(s) installation will involve either unreasonable cost or will not result in an acceptable signal.
2. Notwithstanding, the requirements of B above, a satellite dish may be placed on a deck surface if the deck is surrounded by a railing or on the inside of the railing if below the rail line.
3. The Community Association will require a waiver for damages and liability relative to damage to the roof or for roof leakage.
4. If Federal regulation changes, the Community Association has the right to have the homeowner remove the satellite dish at the owner's expense.
5. The professional satellite dish installer must furnish a current Certificate of Insurance demonstrating adequate workers' compensation and public liability insurance.

APPROVED: THE COVENTRY POINTE BOARD OF DIRECTORS

Larry L. Mathews
Larry L. Mathews, President
Coventry Pointe Board of Directors

8/19/97
Date

Carol Walsh
Carol Walsh, Secretary
Coventry Pointe Board of Directors

8/20/97
Date

COVENTRY POINTE HOA

RESPONSIBILITY CHART

October 2007

Preamble

This Responsibility Chart is from the original declaration for the community. It has been reformatted to be less confusing. Please keep it in a convenient place so that you can refer to it when you have a problem with your residence. The information was taken from Association Declaration, Article VI (Association and Owner Responsibilities), Section 6.2 (Maintenance Obligations or Association) and Section 6.3 (Association and Owners' Responsibility Chart), pages 21 to 26.

The items in **RED** represent those maintenance or replacement services which will be provided by the Association to individual town homes or lots *which are charged only to those Owners when the service is provided*. Generally, these services are not routine and not likely to be required for all owners at the same time. Because these are charges in addition to the monthly Association fee, the costs are not included in maintenance or reserve budget categories.

NOTE: Generally, homeowners have handled everything dealing with decks, railings and privacy fencing, including repair and replacement. This has been for homeowner convenience. If an individual homeowner wants the association to do this work, they should contact the management company. This also applies to painting of the front entrance doors and side windows and garage doors.

COVENTRY POINTE HOMEOWNERS RESPONSIBILITY CHART

COMPONENT	ASSOC RESP	HOMEOWNER RESP
Roof (asphalt shingles)	Repair Replacement	None
Skylights, if any	None	Cleaning – Repair - Replacement Replacement
Gutters, Downspouts, splash blocks	Cleaning – Repair	Replacement
Stucco & stone building exterior, including chimney exteriors	None	Repainting - Repair - Replacement
Cedar trim, dormers, soffits, vinyl siding, aluminum fascias	Re-staining	Repair - Replacement
Shutters	None	Replacement
Chimney Flues, fireplaces, hearths	None	Cleaning - Repairs
Windows, window glass & frames, patio deck/door, door glass & frames	None	Cleaning – Repair - Replacement
Front entrance doors, garage doors, if any	None	Repair – Replacement Painting
Window & door locks, hardware, mechanicals	None	Repair - Replacement
HVAC equipment, even if located outside home, including any concrete support pad	None	Repair – Maintenance - Replacement
Patio (concrete)	None	Cleaning Replacement
Deck & railings (pressure treated wood)	None	Cleaning – Sealing - Maintenance Repair - Replacement
Privacy fencing (pressure treated wood)	None	Cleaning – Sealing - Maintenance Repair - Replacement
Any other exterior components of town homes not otherwise listed on this chart	None	Repair - Replacement
Slab, foundation structural components, basements	None	Repair
Plumbing, electrical and other utilities if located in the town home or on the lot and not provided by utility company	None	Service – Repair - Maintenance Replacement

COMPONENT	ASSOC RESP	HOMEOWNER RESP
Interior components, everything inside, unfinished exterior surface	None	Repair – Maintenance - Replacement
Sidewalk to home entrance (concrete)	Snow Clearing	Ice melting - Cleaning Replacement
Common sidewalks – all other walkways on property	Snow clearing ice melting cleaning replacement	None
Driveway to garage (asphalt), assigned parking spaces on lots	Snow clearing	Cleaning - Ice melting - Resealing Resurfacing
Landscape material located within 15 feet of home (shrubs, bushes, trees, plants, annuals or perennials)	Maintenance mulching	Watering – Replacement <i>Homeowner is responsible for maintenance and mulching all beds not installed by the original builder</i>
Landscape material located outside 15 feet guidelines whether located on lots or common areas (shrubs, bushes, trees, plants, annuals or perennials)	Maintenance Mulching replacement	None
Lawn or turf regardless of location	Mowing Trimming Fertilization weed control	Watering if on homeowner lot
Emergency access road (stones)	Snow clearing (limited) maintenance	None
Street & parking area lights	Electricity Maintenance Replacement	None