

**SECOND AMENDMENT TO DECLARATION
OF RESTRICTIONS, COVENANTS, EASEMENTS AND CONDITIONS
OF
LAUREL GLEN SUBDIVISION**

This Second Amendment to Declaration of Restrictions, Covenants, Easements and Conditions of Laurel Glen Subdivision is made by Knight Development Corp., an Ohio corporation ("Developer") as of the 17th day of January 2005.

RECITALS:

14-05-005
A. Developer executed a Declaration of Restrictions, Covenants, Easements and Conditions of Laurel Glen Subdivision which was recorded for record on August 23, 2001 as Document No. 2001OR029864 of the Medina County Recorder's office (the "Declaration of Restrictions") along with the First Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions filed December 10, 2003 in Document Number 2003OR064505 of Medina County Records.

B. Pursuant to Section 12.1 *Amendment*, Developer has the authority to amend the Declaration of Restrictions at any time until three-fourths (3/4) of the Lots have been conveyed by Developer, in Developer's sole discretion, unilaterally and without the consent of any Owner.

C. Three-fourths (3/4) of the Lots have not yet been conveyed by Developer, and Developer may, therefore, adopt this Second Amendment without the consent of any other Owner.

NOW THEREFORE, the Declaration of Restrictions of Laurel Glen Subdivision is hereby amended as follows:

ARTICLE VI, SECTION 6.4 of the Declaration is amended read as follows:

Section 6.4 Due Dates of Assessments. Except as otherwise provided in Section 6.1 hereof, in the case of an Initial Conveyance, each annual assessment shall be due and payable on January 1 of the year for which it is levied. The due date of any special assessment or installment thereof shall be fixed in the Resolution of the Association authorizing such assessment, and written notice of such special assessment or installment thereof shall be given to each Owner subject thereto thirty (30) days in advance of such due date.

If an annual or special assessment or installment of a special assessment is not paid within thirty (30) days after the due date, it shall be deemed to be in default, and the association may, but is not obligated to, charge up to a Fifty Dollar (\$50.00) per month late fee beginning from the due date of the annual or special assessment. The Association may, after such thirty (30) days, file a notice of lien with respect thereto, stating the amount due, signed by the President and Secretary of the Association, and duly acknowledged and witnessed, in the office of the Recorder of Medina County, Ohio.

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ARTICLE IX, Section 9.1 (q) is amended to read as follows:

(o) No satellite dishes of any kind that exceed 20 inches in diameter. No television or radio antennas of any kind will be permitted, including but not limited to, ham, short-wave, or citizen band type radio antennas. Antennas may be mounted in the attic of a Residence.

ARTICLE XI, SECTION 11.2 is amended to add SECTION 11.2.1 as follows:

Section 11.2.1 Cure by Association. If any Owner fails to perform any act that he is required to perform by these restrictions, conditions, covenants, easements and reservations of the Declaration, By-Laws, Articles of Incorporation and Rules, or is in violation of any use restrictions, the Association may, but shall not be obligated to, undertake such performance to cure such violation, and shall charge and collect from said Owner the entire cost and expense, including reasonable attorney's fees, of such performing or cure incurred the Association. Any such amount shall be deemed to be an individual assessment under Section 6.1 upon such Owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Expenses.

ARTICLE XI, SECTION 11.2 is amended to add SECTION 11.2.2 as follows:

Section 11.2.2; Procedure to enforce Association Rules and Regulations: If any Owner fails to perform any act that he is required to perform by these restrictions, conditions, covenants, easements and reservations of the Declaration, By-Laws, Articles of Incorporation and Rules, or is in violation of any use restrictions, a letter shall be delivered as a Notice of Violation, either in person or via certified mail to the Owner of the Lot in violation that specifies (a) the violation (b) the action required to remedy the violation (c) the date by which the violation must be corrected (d) a statement that the Owner in violation has the right to contest the charge, by written response to the board of Trustee's. The Board of Trustees may elect, but is not obligated, to charge up to a Five Hundred Dollar (\$500.00) fine after the Tenth (10th) day following the receipt of Notice of Violation if the violation has not been remedied. In the event that the violation has not been remedied in the time frame set forth in the original Notice of Violation, a second notice shall be delivered as a Second Notice of Violation, either in person or via certified mail, to the Owner in violation that specifies (a) a statement of second notice, referencing the original Notice of Violation (b) a statement confirming that the time frame set forth in the original Notice of Violation has expired (c) a copy of the original Notice of Violation. (d) the date at which another form of action will be taken (e) the action that will taken. If Owner fails to remedy such violation within 30 days of receipt of original Notice of Violation, the Board of Trustees may elect, but is not obligated, to charge up to an additional Two Hundred Dollar (\$200.00) per week fine following the thirtieth (30th) day after the receipt of the first Notice of Violation. In the event that an Owner would remedy a violation as required by the Association, and at a later date repeat that same violation, the association shall serve a Notice of Violation and may elect, but is not obligated to, charge up to a Two Hundred Dollar (\$200.00) per week fine beginning the day of the delivery of such notice. If the matter should require legal action or otherwise to cure such

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violation, the Association shall charge and collect from said Owner the entire cost and expense incurred by the Association in connection therewith, including reasonable attorney's fees. All fines shall be deemed to be an individual assessment under Section 6.1 upon such Owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for Common Expenses.

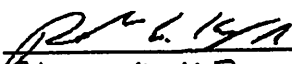
Effect of This Document. This First Amendment to Declaration of Restrictions, Covenants, Easements and Conditions of Laurel Glen Subdivision shall operate to amend the Declaration of Restrictions only to the extent that the terms of the Declaration of Restrictions are inconsistent with the provisions of this amendment, except as amended or modified by this Second Amendment to Declaration of Restrictions, Covenants, Easements and Conditions of Laurel Glen Subdivision, and all terms and conditions of the Declaration of Restrictions and the First Amendment of the Declarations of Restrictions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Declaration of Restrictions, Covenants, Easements and Conditions of Laurel Glen Subdivision as of the day and year first above written.

Signed and acknowledged
in the presence of:

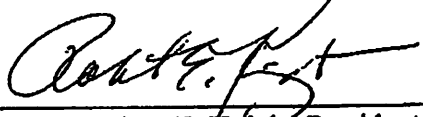


Erick Allen

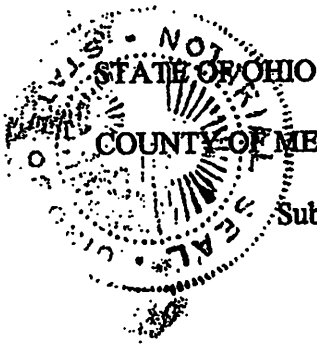


Robert E. Knight Sr.

DEVELOPER:
KNIGHT DEVELOPMENT CORP.



BY: Robert E. Knight, President
prepared by



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) ss:
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Subscribed and sworn to before me this 17th day of January 2002.⁵



Notary Public
My commission expires: 7/25/2009

Erick Allen
Notary Public, State of Ohio
My Commission Expires 7/25/2009

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