

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

This Third 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 16th day of November 2005.

RECITALS:

14-05-052
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; and also along with the Second Amendment of Covenants, Conditions, Easements and Restrictions filed February 1, 2005 in Document Number 2005OR003304 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 6.2 (c) of the Declaration is amended read as follows:

Section 6.2 Annual Assessments

(c) At such time as the control of the Association passes to the Owners, the Board of Trustees of the Association may, without vote of the Members, increase the Annual Assessment each year by an amount not more than Twenty percent (20%) above the maximum assessment for the previous year. Any increase to an amount more than Twenty percent (20%) above the maximum assessment in effect for the previous year must be approved by a majority of each class of Members at a duly called meeting to consider such action.

ARTICLE VII, SECTION 7.1 is amended to add SECTION 7.1(e) as follows:

Section 7.1 Association Duties.

(e) Suitable maintenance, operation and improvements of the water quality pond located in phase 4 of the Laurel Glen Subdivision. It is the intention that the water quality pond (WQ Pond) will continually operate as designed, in terms of providing storm water quantity and quality management for the proposed Laurel Glen Subdivision Phase Four. Maintenance, operation and inspection guidelines are more fully described on, and are hereby incorporated as EXHIBIT A of this document.

ARTICLE IX, SECTION 9.1 (w)(f) is amended to read as follows:

(i) Fences shall be constructed of wood and shall remain natural (or stained a natural wood color), or shall be white vinyl coated only. In no event shall chain link or other metal or wire fencing be permitted;


ARTICLE IX, SECTION 9.1 is amended to add SECTION 9.1 (z) as follows:

(z) Parking Restrictions: On-street parking is prohibited on the hydrant side of all Laurel Glen Streets. On-street overnight parking is prohibited. On-street parking is prohibited when snowfall exceeds 2 inches. The Guest Parking spaces located within the subdivision are intended for 24-hour guest parking only. Longer-term guest parking may be approved on an individual basis by the board at their discretion. Violators of any parking restrictions may be towed at the their expense.

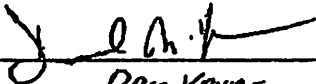
Effect of This Document. This Third Amendment to Declaration of Restrictions, Covenants, Easements and Conditions of Laurel Glen Subdivision shall operate to amend the Declaration of Restrictions only to the extent that the terms of the Declaration of Restrictions are inconsistent with the provisions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

IN WITNESS WHEREOF, the parties have executed this Third 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



Dan Kever


DEVELOPER:
KNIGHT DEVELOPMENT CORP.



By: Robert B. Knight, President

STATE OF OHIO)
) ss:
COUNTY OF MEDINA)

Subscribed and sworn to before me this 15th day of November 2005.



Notary Public
My commission expires:

Erick Allen
Notary Public, State of Ohio
My Commission Expires 7/25/2007

EXHIBIT A

**MAINTENANCE AGREEMENT
FOR LAUREL GLEN PHASE FOUR
WATER QUALITY POND**

**Prepared for:
Laurel Glen Homeowners Assoc.
Prepared by:
R.E. Knight Associates, Inc.
580 Eastwood Rd.
Hinckley, OH 44233
October, 2005**

Purpose of Agreement

It is the intention of this agreement that the water quality pond (WQ Pond) will continually operate as designed, in terms of providing storm water quantity and quality management for the proposed Laurel Glen Subdivision Phase Four. The following guidelines will be agreed upon:

1. **Owner Responsibility**
 - a. **Ownership and responsibility for the WQ Pond shall fall with the Laurel Glen Homeowners Association (Owner).**
 - b. **Funding for and performance of inspection and long-term maintenance of the WQ Pond shall be the responsibility of the Owner.**
 - c. **Any and all reimbursement due to the City of Brunswick for maintenance not correctly performed by the Owner.**
2. **Operating Condition of the WQ Pond**
 - a. **The WQ Pond has been designed to meet the requirements of the Ohio EPA, in terms of water quality control, and provides no flood control storage.**
 - b. **The WQ Pond cannot be significantly altered without first submitting supporting calculations to and receiving approval from the City Engineer.**
 - c. **If it is determined that the WQ Pond is not operating properly, an immediate inspection of the WQ Pond will be performed, and corrective measures will be taken within 7 days of first notice.**
 - d. **The WQ Pond operates by releasing storm runoff through a small orifice and retaining water for a set period of time. This period of time allows suspended solids and dissolved pollutants to settle out and remain in the bottom of the Retention Pond.**
 - 1) **No materials such as grass clippings, shrub trimmings, leaves, garbage, etc. shall be dumped into the pond that could result in the orifices to become clogged. Clogged orifices could result in a full pond condition that is incapable of storing any water for the purpose of water quantity control.**
 - e. **If redevelopment of the site occurs, the WQ Pond could be replaced by new storm water management facilities, providing that these new facilities meet the requirements of the City of Brunswick, and the approval of the City Engineer.**

3. Maintenance and Inspection

- a. On going inspection and maintenance must be done correctly to ensure the continuing performance of the WQ Pond.
- b. The general maintenance and inspection schedule, as shown in Table 1, shall act as a guideline.
- c. All inspection and maintenance performed by the Owner, shall be recorded, and a copy of all records made available to the City of Brunswick.
- d. Written permission shall be received from the City Engineer before alterations to this maintenance schedule will be allowed.
- e. If in the future, the City of Brunswick believes that the current maintenance agreement is inadequate, a new agreement can be drawn up between the City and the Owner, but can only take effect providing that both parties agree upon the requirements of the new maintenance agreement.
- f. The City of Brunswick is granted permission to enter upon the property to take whatever action is deemed necessary to maintain the WQ Pond if the agreed upon maintenance schedule is not followed and/or the WQ Pond fails to perform properly. The Owner agrees to reimburse the City of Brunswick for all expenses incurred within 30 days of receipt of invoice from the City of Brunswick.
- g. Termination of this maintenance agreement is prohibited.
- h. The hill to the west of Manningford Oval leading down to the WQ Pond shall be maintained at a 5:1 slope maximum. This slope shall be the path used by a construction vehicle to clean sediment from the bottom of the WQ Pond when necessary. A section of the fence surrounding the WQ Pond must be removed for the construction equipment to enter the WQ Pond area.

Table 1

General Maintenance and Inspection Schedule

<ul style="list-style-type: none">- Remove trash and debris from pond- Insure that orifices are not clogged in any way- Trim grass and weeds	<p>As needed</p>
<ul style="list-style-type: none">- Check banks of pond for erosion or gulying.- Check concrete orifice structure for cracks, heaving, etc.- Check orifice for damage	<p>Semi-annually</p>
<ul style="list-style-type: none">- Sediment buildup shall be cleared away from under the lower orifice. A minimum of 1' of clearance shall remain between the bottom of the lower orifice and the top of the sediment layer.- Provide ANNUAL REPORT on or before June 1st of each year, of the years findings, repairs, notes, etc, (along with the dates of each performance) to the City of Brunswick Engineer.	<p>Annually</p>

<p>- A survey shall be performed to determine the amount of available sediment storage space. If sediment pool volume (20% WQV) is reduced significantly, the sediment accumulations must be removed and taken to a secure landfill, in a manner that meets all applicable city, state, and federal regulations. The sediment storage volume shall be restored to no less than 20% WQV, as per OEPA requirements.</p> <p>- Provide detailed information of sediment accumulation and/or disposal activities in the ANNUAL REPORT to the City of Brunswick Engineer.</p>	<p>Every 5 years</p>
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