

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

THIS DECLARATION OF RESTRICTIONS, COVENANTS, EASEMENTS AND CONDITIONS for the **LAUREL GLEN SUBDIVISION** is made by **KNIGHT DEVELOPMENT CORP.**, an Ohio corporation ("Developer"), as of this 21st day of August, 2001.

Developer is the owner in fee simple of certain real property located in Medina County, State of Ohio described in the legal description annexed hereto as Exhibit A and further identified in the Master Development Plan, as hereinafter defined, of the Laurel Glen Subdivision.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the Lots and Common Areas to be located in Laurel Glen Subdivision as described in the Master Development Plan, as such Master Development Plan may from time to time be amended, Developer hereby declares that the real property described in the Master Development Plan, and all other real property hereinafter subject to the terms of this Declaration, shall be held, sold and conveyed subject to the following restrictions, covenants, easements and conditions which shall run with the land and shall be binding upon and inure to the benefit of all parties having any right, title, or interest in the above described Lots and Common Areas, their personal representatives, heirs, successors and assigns.

**ARTICLE I
DEFINITIONS**

Section 1.1 The following words when used in this Declaration of Restrictions, Covenants, Easements and Conditions (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Laurel Glen Homeowners' Association, Inc., an Ohio nonprofit corporation, formed for the following purposes:

- (i) to own, acquire, improve, construct, operate, supervise, regulate, repair, replace and maintain the Common Areas in the Laurel Glen Subdivision for the common use and enjoyment of the Owners;
- (ii) to provide services of general benefit to the Owners;
- (iii) to carry-out the functions and responsibilities and exercise the authority of the Association as provided in this Declaration;
- (iv) to administer and enforce this Declaration and collect the assessments and exercise such other functions as are provided in this Declaration, including, without limitation, the promulgation and implementation of rules and regulations applicable to the Laurel Glen Subdivision;
- (v) to establish an orderly and efficient system for paying the expenses incurred by the Association in furtherance of the purposes of the Association; and
- (vi) to take any and all other lawful actions as are deemed necessary and appropriate by the Association to effectuate the foregoing purposes, objects and powers and to promote the health, safety and welfare of the residents of the Laurel Glen Subdivision.

(b) "Laurel Glen Subdivision" shall mean and refer to the land identified in the Master Development Plan and any additions made thereto.

(c) "Builder" shall mean any Owner, other than Developer, who purchases a Lot for the purpose of constructing a residence for resale.

(d) "City" shall mean the City of Brunswick, Ohio.

(e) "Common Areas" shall mean and refer to all areas of land designated on any recorded subdivision plat of Laurel Glen Subdivision, which are intended to be devoted to the common use and enjoyment of all the Owners within Laurel Glen Subdivision.

(f) "Declaration" shall mean this Declaration of Restrictions, Covenants, Easements and Conditions.

(g) "Developer" shall mean and refer to Knight Development Corp. and its affiliated corporations, collectively and/or individually as the context requires.

(h) "Master Development Plan" shall mean the Master Development Plan of the Laurel Glen Subdivision, which was approved by the City of Brunswick on August 23, 2001 and recorded in 2001OR029863 of the Records of Medina County, State of Ohio, as the same may, from time to time, be amended.

(i) "Lot" shall mean and refer to any subplot shown upon the Master Development Plan and upon any recorded subdivision plat of Laurel Glen Subdivision.

(j) "Owner" shall mean and refer to any and all owner or owners of record, whether a person or an entity, of a fee or undivided fee simple title to any Lot situated within the Laurel Glen Subdivision at any time during the term of this Declaration, but shall not mean or refer to the Developer or a mortgagee of Developer unless and until such mortgagee has acquired such title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(k) "Member" shall mean and refer to the Developer and all those Owners who are Members of the Association as provided in Article III, Section 3.1 hereof.

ARTICLE II

PROPERTY SUBJECT TO COVENANTS, EASEMENTS AND CONDITIONS

Section 2.1 *Existing Property.* The property comprising Laurel Glen Subdivision as of the filing of this Declaration consists of the land described in Exhibit A and the Master Development Plan.

Section 2.2 *Additional Property.*

(a) Additional real property, (the "Additional Property"), may become subject to this Declaration provided that such Additional Property is encompassed in the Master Development Plan, as the same may be amended from time to time.

(b) The recording of a an amended Master Development Plan as herein set forth shall extend the scheme of this Declaration to such Additional Property. Shown in such plan Such instrument may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the Additional Property and as are not inconsistent with the scheme of this Declaration.

ARTICLE III

MEMBERS AND VOTING RIGHTS IN THE ASSOCIATION

Section 3.1 *Members.* Every Owner shall automatically become a Member of the Association for so long as he is an Owner, provided that any such person or entity who holds such interest merely as a security for the payment of money or performance of an obligation shall not be a Member. The Developer shall be a Member until it has conveyed every Lot owned by it to an Owner.

Section 3.2 *Voting Rights.* Membership in the Association shall be divided into Class A Members and Class B Members.

Class A. Class A Members shall be all Owners (including Builders) other than the Developer. Class A Members shall be entitled to one vote for each Lot. In the event a Lot is owned by more than one owner, the owners shall not be entitled to more than one (1) vote with respect to any such Lot. To facilitate the casting of a vote assigned to Lot which is owned by more than one person, the owners of such Lot shall notify the secretary of the association in writing of the names of the individuals who will exercise the vote assigned to such Lot. There should be no cumulative voting.

Class B. Class B Members shall be the Developer or any of its affiliated corporations owning Lots in Laurel Glen Subdivision. Each Class B Member shall be entitled to four (4) votes for each Lot owned by it. As used in this Section 3.2, the term "Lots" shall include lots reflected in the Master Development Plan, whether or not part of a recorded Subdivision Plat. The Class B Membership shall cease and be converted to Class A Memberships at such time as the Developer has sold and conveyed all of the Sublots.

Section 3.3 *Articles and Regulations of Association.* The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration, as are permitted to be set forth in such Articles and Regulations by the Nonprofit Corporation Law of Ohio as from time to time in effect.

ARTICLE IV PROPERTY RIGHTS IN THE COMMON PROPERTIES

Section 4.1 *Owner's Easements of Enjoyment.* Subject to the provisions of Section 4.3 of this Article IV, every Owner or, in the stead of said Owner, any tenant or lessee thereof who is in residence upon said Owner's Lot shall have for himself, his immediate household and guests a right and easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 4.2 *Title to Common Areas.* The Developer may retain the legal title to the Common Areas until such time as it has completed improvements thereon and until such time as, in the opinion of the Developer, the Association is able to maintain the same, but notwithstanding any other provision herein, the Developer hereby covenants for itself and its successors and assigns that it shall convey the Common Areas to the Association not later than December 31, 2015.

Section 4.3 *Extent of Owner's Easements.* The rights and easements of enjoyment created hereby shall be subject to the following:

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

(b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas against foreclosure; and

(c) The right of the Association, in accordance with its Articles and Regulations, to adopt uniform rules and regulations governing the use of the Common Areas, and to suspend the enjoyment rights of any Owner or tenant or lessee thereof and his household and guests for any period during which any assessment remains in default, and for any infraction of such rules and regulations; and

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

(e) The right of the Association to issue annual permits to non-Owners for the use of all or a part of the Common Areas when and upon such terms as may be determined from time to time at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association; and

(f) The right of the Association to dedicate or transfer all or any part of the Common Areas to any municipality or any public agency, authority or utility, for such purposes and subject to such conditions as may be determined at a meeting of the Members by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association.

ARTICLE V ACCESS DRIVE AND UTILITY EASEMENTS

Section 5.1 Utility Easements. There shall be easements for sanitary sewage purposes, natural gas, water, electric, drainage and any other utility for the purpose of serving the Lots (the "Utility Easements"). The Owner of each Lot shall have an easement over any adjacent Lot on which there is a lateral water line servicing Owner's Lot. An Owner accessing his neighbor's Lot for the purpose of repairing or maintaining such water line shall do so in such manner as to reasonably minimize any interference with the use and enjoyment of the

neighboring Owner and shall be responsible for the repair of any damage occasioned by the exercise of such rights. (12/10/2003 DOC #2003OR064505)

Section 5.2 *Access Drive Easement.* There shall be a 60 foot access drive easement encompassing the private roadways and sidewalks within the Laurel Glen Subdivision (the "Access Drive Easement"). The Utility Easements shall also be located within the boundaries of the Access Drive Easement.

Section 5.3 *Further Easements.* Developer, for itself and for the Association, reserves the right to grant further rights and easements, within, upon, over under and across the Common Areas, which are for the benefit of Owners. Developer further reserves for itself, its successors and assigns, and for those persons or entities acquiring title to Lots which are part of Laurel Glen Subdivision, as amended from time to time, including, but not by way of limitation, by purchase, operation of law, deed in lieu of foreclosure or foreclosure sale, the rights and easements for access, ingress, egress and utilities within Laurel Glen Subdivision for the benefit of its future development.

Section 5.4 *Underground Easements.* All utility lines mentioned herein shall be constructed underground.

Section 5.5 *Easement of Convenience.* An easement is reserved with respect to the Land between each Lot for the purpose of permitting the Owner of a Lot access to the neighboring lot when necessary for the repair and maintenance of drainage swales between such Lots and for the repair and maintenance of such Owner's residence. An Owner accessing his neighbors Lot for any such purposes shall do so in such manner as to reasonably minimize any interference with the use or enjoyment of the neighboring Owner and shall be responsible for the repair of any damage occasioned by the exercise of rights under such Easement of Convenience.

ARTICLE VI

COVENANT FOR MAINTENANCE EASEMENTS

Section 6.1 *Creation of Liens and Personal Obligations of Assessments.* Upon the conveyance of each Lot from the Developer or a Builder to an Owner and upon all subsequent conveyances of said Lot, Owner and any and all subsequent Owners of said Lot, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association and to subject said Lot to a lien, as hereinafter provided, in favor of the Association securing the following:

- (a) an annual assessment levied in accordance herewith for the purposes of operating, maintaining, constructing, repairing and replacing streets, sidewalks, recreational and landscaped areas and facilities in the Common Areas, and of administering the affairs of the Association; and
- (b) special assessments levied in accordance herewith for improvements or other capital expenditures, including the acquisition of additional property for use as Common Areas, for emergency, operating, maintenance or repair costs, and for other costs and expenses not anticipated in determining the applicable annual assessment.

Each such assessment shall be in the same amount for each Lot in Laurel Glen Subdivision; provided, however, that, if a Lot is conveyed by a Builder to the Owner (hereinafter the "Initial Conveyance") after the date on which an annual assessment is due and payable, the amount of such annual assessment to be paid by such Owner shall be prorated by multiplying the total amount of such annual assessment by a fraction, the numerator of which is the number of days remaining in the year of Initial Conveyance and the denominator of which is 365 (the "Prorated Assessment"). On an Initial Conveyance, the Owner acquiring title from a Builder shall pay to the Association, the Prorated Assessment and in addition a sum equal to the annual assessment for the year following the year of the Initial Conveyance. All annual and special assessments, together with interest thereon as hereinafter provided, shall be a charge upon such Lots if not paid within thirty (30) days after the same have become due and payable, and at such time the Association shall have a lien upon the Lot for which such assessment has not been paid and upon the ownership interest of the Owner of such Lot.

Section 6.2 *Annual Assessments.*

(a) Until December 31, 2002, the Annual Assessment for the Owner of a Lot shall be One Hundred Eighty and 00/100 Dollars (\$180.00) per year, payable, in advance, on the first day of January.

(b) Commencing with the year beginning January 1, 2003, and for each year thereafter, the Annual Assessment may be determined by the Developer.

- (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. (11/21/2005 Doc. #2005OR040480)*

Section 6.3 *Special Assessments.* The Association may levy a special assessment applicable to a specified number of years; provided, however, any such assessment shall be approved by the affirmative vote of Members entitled to exercise two-thirds (2/3) of the voting power of the Association. Members shall be given written notice thirty (30) days in advance of the date of the meeting at which such vote shall be taken stating that a special assessment for a stated purpose or purposes will be considered and discussed at such meeting.

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. (2/1/2005- Doc. # 2005OR003304)

Section 6.5 *Statement of Unpaid Assessments.* Statements with respect to existence and amount of unpaid liens and assessments shall be provided by the Association to any prospective purchaser or mortgagee of the Lot upon request.

Section 6.6 *Exempt Property.* The Common Areas as defined in Section 1.1(e) hereof shall be exempt from assessments and liens created herein. Notwithstanding any other provision herein, no Lot shall be exempt from said assessment or liens.

ARTICLE VII DUTIES AND POWERS OF THE ASSOCIATION

Section 7.1 *Association Duties.* The Association shall be responsible for providing:

(a) Suitable maintenance and improvement of and equipment for the Common Areas, including the landscaping, parks, grounds, dams, ponds, streams, storm and sanitary sewers, sewage pumping station, private streets (including snow plowing) and sidewalks within the Development subject to the provisions of the pertinent City ordinances.

(b) Water, sewer, trash collection (to extent not provided by the City), electricity, telephone, gas and other necessary utility services for the Common Areas. The Association shall cooperate with the providers of utility services to assist the Owners in securing such services to each Lot and shall, to the extent consistent with decisions of the Association, pay for costs necessary to bring or maintain utility services to the boundary of each Lot.

(c) Property and liability insurance for the Common Areas, fidelity coverage for the Board of Trustees and others who are responsible for handling funds of the Association and such other types of insurance as the Board deems desirable. Said insurance shall be in such amounts and with such companies as the Board deems to be reasonable.

(d) Management and supervision for the operation of the Common Areas. The Association shall maintain such policies, programs and procedures as it deems necessary or desirable for the benefit of the Laurel Glen Subdivision and may, but shall not be required to:

- (i) Adopt rules with respect to the use of the Common Areas by the Owners, their families and guests;
- (ii) Engage as needed and supervise employees and agents, including, without limitation, attorneys, accountants, consultants, maintenance firms and contractors; and
- (iii) Delegate all or any portion of its property management responsibilities to a manager, managing agent or company. Such delegations may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation.

(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 (to the amendment)-** (11/21/2005 Doc. #2005OR040480).

Section 7.2 Architectural Control. Except for construction undertaken by the Developer to complete the Laurel Glen Subdivision, no building, fence, wall, pavement, patio, decks or other structure shall be commenced, erected or maintained nor shall any exterior addition to or change or alteration in an existing improvement be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to appropriateness of function and harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board (the "Architecture & Design Committee"), or by the Board of Trustees if no Architecture & Design Committee has been established.

Section 7.3 General. The Association shall have the power and authority to and shall perform and carry out all other duties and acts reasonably necessary to give effect to and implement the intent of the provisions of this Declaration and the Articles and Bylaws of the Association and to maintain the Development as a first-class residential development. The Association may take such actions as it may, in its discretion, deem desirable to assure compliance of the Development with all applicable municipal, county, state and federal laws and regulations.

ARTICLE VIII DUTIES OF OWNERS

Section 8.1 Obligation to Maintain. Each Owner shall, at his sole cost and expense, maintain his residence and other improvements on his Lot in a neat, clean, healthy and safe condition in accordance with applicable laws and regulations, this Declaration and the Bylaws and rules of the Association.

Section 8.2 Obligation to Rebuild. If all or any portion of any improvement on a Lot is damaged or destroyed by fire or other casualty, the Owner thereof shall, with all due diligence, rebuild, repair or reconstruct such improvement in a manner which will substantially restore it and its appearance and condition immediately prior to the casualty, unless the Board or an Architecture & Design Committee appointed thereby shall have consented in writing to a different appearance and condition. Reconstruction shall be undertaken within sixty (60) days after the damage occurs, and shall be completed within six (6) months after such damage, unless the completion is delayed by acts of God, strikes or other events (other than a lack of funds) beyond the control of the Owner.

**ARTICLE IX
USE RESTRICTIONS**

Section 9.1 *Restrictions.*

(a) Each Lot shall be used exclusively for a residence for a single family ("Residence") and for no other purpose.

(b) Common Areas may be used only in accordance with the purposes for which they are intended and for any reasonable purposes incidental to the residential use of a Lot. All uses of the Common Areas shall comply with the provisions of this Declaration, the Association's Articles of Incorporation and Code of Regulations, the laws of the State of Ohio, and any rules promulgated by the Association's Board of Trustees.

(c) Nothing shall be done or kept in or on any Lot or in or on any portion of the Common Areas that is unlawful or hazardous, that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Common Areas or that might unreasonably disturb the quiet occupancy of any person residing on any other Lot. This Section 10.1(c) shall not be construed so as to prohibit construction activities consistent with the completion of the Laurel Glen Subdivision.

(d) Except as set forth above with respect to the Developer, no industry, trade, business, occupation or profession of any kind may be conducted, operated or established on any Lot or in any part of the Common Areas without the prior written approval of the Association.

(e) No Residence shall be used for hotel or transient uses, including, without limitation, uses in which the occupant is provided customary hotel or similar services, or leased to roomers or boarders.

(f) No Lot shall be subdivided, nor enlarge or diminished in size.

(g) No noise, vibration or odor, offensive or irritating to a person of ordinary sensibilities, shall originate or emanate from any Lot, nor shall anything be done therein which may be or become a nuisance or annoyance to other Owners.

(h) The outside storage of property (including, but not limited to, tools, toys, lumber, wood, debris, trash, junk, paper, bottles and cans) shall be permitted only in enclosed structures.

Storage containers of 16 square feet of floor areas or smaller shall be permitted with the following conditions a) they shall be placed adjacent to the rear wall of the residence only; (b) they shall be plastic (Rubbermaid type) or wood (no metal) (c) they shall be an earth tone or natural stain wood in color.

Other accessory storage buildings may be conditionally permitted with the following restrictions:

(a) No shed or accessory building (larger than 16 square feet of floor area) shall be constructed or placed on any lot until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing as to appropriateness of function and harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of three (3) or more representatives appointed by the Board (the "Architecture & Design Committee"), or by the Board of Trustees if no Architecture & Design Committee has been established (b) Located no closer than five (5) feet from either the rear and side lot lines (c) Must be located behind the rear building line of the residence.

(d) Shall be white or earth toned in color with a roof that is black or may match the existing home (e) Absolutely no metal structures of any kind. (f) Any proposed Storage Structure greater than 64 square feet of floor area must also be approved by any homeowners with a

common or shared property line. (g) Any Storage Structure greater than 64 square feet of floor area should match the existing home in both color and material of both the siding and roof. (6/11/2007 Doc. #2007OR015708)

(i) Each Owner shall maintain the exterior of his Residence in the manner in which others in the allotment maintain theirs, including the incidental watering of all lawn and landscaping around the Residence. The exterior walls, siding, trim, face brick and roof shall be maintained in its original condition and in a manner in conformity with the standard maintenance of Residences in the Laurel Glen Subdivision.

(j) No signs of any kind shall be permitted without prior consent of the Association, except (1) marketing signs installed by the Developer or a Builder acquiring Lots from the Developer, while marketing Lots and residences for sale, (2) street identification signs installed by the Developer, (3) customary name and address signs of a type approved by the Association, and (4) one (1) temporary real estate sign not to exceed 6 square feet advertising that residence for sale.

(k) Except as provided by Developer or Builder in constructing a Residence, no person shall construct a patio or otherwise pave, brick or asphalt any exterior surface or install or deck or exterior awnings or canopies, without obtaining approval of the Association.

(l) No Lot shall be graded or grading changed, no tree killed, destroyed or removed from any Lot (unless deceased), no additional building, garage or other structure shall be erected, constructed, placed, situated or permitted to remain on any Lot.

(m) No person may keep, breed, board or raise any animal, live stock, reptile, or poultry of any kind for breeding or commercial purpose on any lot, or in or upon any part of the common areas. Household pets which are permitted shall at all times be confined indoors except during periodic walking of the pet, during which the pet must be on a leash. All pet owners are responsible for the collection and proper disposal of their pet's waste and any damages to property.

(n) No unlicensed vehicle, commercial truck, motor home, boat or other similar commercial or recreational vehicle shall be parked on the street or in any driveway or parking area and kept other than in the garage, except while engaged in transportation to or from a Residence, or in the event that it is necessary or incidental to the construction or repair of any Residence. The garage door of each Unit shall be kept closed when there is no need to have it open.

(o) No Owner shall own or permit anything which will increase the rate or cause the cancellation of insurance of any other Owners.

(p) No immoral or unlawful use shall be made of any Lots.

(q) *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. (2/1/2005- Doc. # 2005OR003304)*

(r) No Residence shall be rented for a period of less than one (1) year without the consent of the Association. All leases shall be in writing and shall be subject to this Declaration, the Association's Articles of Incorporation and Code of Regulations, and any rules promulgated by the Association.

(s) No window air conditioners shall be permitted on any Residence.

(t) All trash shall be stored and handled in the matter prescribed by the Association.

(u) Developer, in accordance with the Postmaster at the City of Brunswick post office, will provide locations for the installation of cluster box units to service the residents. The United States Postal Service will deliver mail to these cluster box units.

(v) All yard lights and lamp posts shall conform to the standards set forth by the Architecture & Design Committee, or the Board of Trustees if no Architecture & Design Committee has been established.

(w) The Architecture & Design Committee, or the Board of Trustees if no Architecture & Design Committee has been established, shall have authority to establish standards according to which fencing and walls may be permitted in Laurel Glenn Subdivision. Said authority shall include the power to prohibit fencing or walls, or both, entirely, to prohibit fencing or walls of certain types, and to prohibit fencing or walls in certain areas. All fencing and walls shall conform to such standards and shall be approved by the Architecture & Design Committee, or the Board of Trustees if no Architecture & Design Committee has been established, in writing, prior to the installation thereof. Additionally, the location of all fencing and walls shall be approved by the Architecture & Design Committee, or the Board of Trustees if no Architecture & Design Committee has been established, in writing, prior to the installation of such fence or wall. By way of example, and not limitation, compliance with the following standards shall be considered by the Board of Trustees in reviewing fence applications:

(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; (11/21/2005 Doc. #2005OR040480).*

(ii) No fence or wall shall be constructed in excess of forty-eight inches (48") above finished grade, provided, however, that if a governmental agency exercising jurisdiction over the property on which the fence or wall is to be constructed requires a minimum height in excess of 48" for safety reasons, such fence or wall may exceed 48" above finish grade, but only to the extent necessary to meet the governmentally required minimum; "privacy screens" around decks and patios exceeding 48" may be permitted with the Association's approval.

Nothing contained herein shall be interpreted or construed to permit the use of approved fencing materials to accomplish a purpose or use otherwise prohibited hereunder.

(x) No swimming pools, above or belowground, playground equipment or basketball backboards shall be permitted.

(y) Lawn areas shall be seeded and landscaping completed with respect to a Residence within one (1) season of the closing of the sale of such residence to an Owner by the Developer or a Builder acquiring such Lot from the Developer. Landscaping for each Lot shall consist of a minimum of six (6) shrubs and one (1) tree. Each Owner of a Residence shall be responsible for mowing their lawn a regular basis and for maintaining their landscaping.

(z) *Owners may construct and maintain wood decks contiguous to their units subject to standards that may be established by an Architectural Design committee or the Board of Trustees if no Architectural Design committee has been established. All such decks shall be subject to the following setback requirements:*

Rear yard: a minimum of five (5) feet from the line of any common areas; and a minimum of fifteen (15) feet from any lot line which is adjacent to another lot.

Side yard: five (5) from the lot line

(12/10/2003 DOC #2003OR064505)

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. (11/21/2005 Doc. #2005OR040480).

ARTICLE X DURATION

Section 10.1 *Duration.* Each provision of this Declaration shall be a separate covenant, and the holding of any covenant invalid for any cause shall not affect the validity of any other. Each provision shall be a covenant running with the land, shall bind Owners and shall be enforceable at the suit of the Developer, the Association, or their respective successors and assigns, or any Owner or lawful occupant of any Lot, subject hereto, or of any person damaged or prejudiced by breach of such provision. Failure to enforce any provision shall not constitute a waiver of or any acquiescence or consent to any concurrent or subsequent violation of any such provisions. Said provisions, and amendments thereto, shall remain in force until January 1, 2035. Thereafter the covenants may be extended as written or can be changed by consent thereto in writing signed, witnessed and acknowledged as then required by the laws of Ohio for the conveyance of real estate, by the owners of sixty-five percent (65%) of all the Lots subject to such covenants, excluding all mortgagees and lien-holders and purchasers under executory contracts.

ARTICLE XI GENERAL PROVISIONS

Section 11.1 *Notices.* Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, by regular mail to the last known address of said Owner as such appears on the records of the Association.

Section 11.2 *Enforcement.* Developer, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 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. (2/1/2005- Doc. # 2005OR003304)

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 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. (2/1/2005- Doc. # 2005OR003304)

Section 11.3 Waiver of Subrogation. Each Owner as a condition of accepting title to his Lot and the Association agree, provided such agreement does not invalidate or prejudice any policy of insurance, that in the event any part of the Laurel Glen Subdivision or any personal property of anyone located thereon is damaged or destroyed by fire or other casualty that is covered by the insurance of any Owner or the Association, or by any lessee or sublessee, the rights, if any, of any such party against another such party, or against the employees, agents, licensees or invitees of such other party, with respect to such damage or destruction or with respect to any loss resulting therefrom are hereby waived to the extent of the coverage of said insurance.

Section 11.4 Severability. Invalidation of any provision of this Declaration by judgment or court order shall in no way invalidate any other provisions hereof and the balance of this Declaration shall remain in full force and effect as if the invalidated provision had not been included herein.

Section 11.5 Gender. Any reference herein to the male gender shall also be deemed to refer as may be appropriate to the female or neuter gender.

ARTICLE XII AMENDMENT

Section 12.1 Amendment. Subject to the approval by the City and such requirements as may be imposed by the Medina County Recorder, this Declaration may be amended as follows:

- (a) Until three-fourths (3/4) of the Lots have been conveyed by the Developer, by the Developer, in its sole discretion, unilaterally and without the consent of any Owner;
- (b) When, and after, three-fourths (3/4) of the Lots have been conveyed by the Developer:
 - (i) by the Developer alone for purposes of correcting errors; or
 - (ii) by the Association upon the affirmative vote of not less than Two-Thirds (2/3) of the votes entitled to be cast by Class A and Class B Members. (6/11/2007 Doc. #2007OR015708)

Notwithstanding the foregoing, no Declaration amendment (other than an amendment annexing additional property to Laurel Glenn Subdivision with a commitment for proportionate diminution of the percentage of voting power of the pre-annexation Owners) may diminish the voting rights or increase the proportionate share of assessments of any Owner or alter the boundaries of an Owner's Lot unless the consent of such Owner and any mortgagee of record of the Lot is granted in the amendment.

