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**SUBSEQUENT AMENDMENT NO. 1 TO THE DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

STRATFORD GREEN AT MAYFAIR

This will certify that a copy of this
Subsequent Amendment No. 1, has been filed
in the Office of the Fiscal Officer of Summit
County, Ohio.

Dated: _____, 2003.

Fiscal Officer of Summit County:

By _____

TWN
6-30-03
JK

This instrument prepared by:
Nicholas T. George, Esq.
Buckingham, Doolittle & Burroughs, LLP
50 South Main Street, P.O. Box 1500
Akron, Ohio 44309

«AK3:639602_1»

TRANSFER NOT NECESSARY
John A. Donofrio, Fiscal Officer



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John A Donofrio, Summit Fiscal Officer

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**SUBSEQUENT AMENDMENT NO. 1 TO THE DECLARATION OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

FOR

STRATFORD GREEN AT MAYFAIR

THIS SUBSEQUENT AMENDMENT NO. 1 TO THE DECLARATION is made this 25th day of June, 2003, by MAYFAIR EAST DEVELOPERS, LLC, an Ohio limited liability company ("Developer").

RECITALS

A. The Subdivision is governed by and subject to the terms and provisions of a Declaration of Easements, Covenants, Conditions and Restrictions dated September 26, 2002 ("Declaration"), duly recorded under #54758487 with the Summit County, Ohio Fiscal Officer. All capitalized terms not otherwise defined herein shall have the same definition ascribed to them in the Declaration.

B. Developer, under Article I, Section 30, and Article X, Section 15, desires to amend certain provisions of the Declaration, all as more fully set forth herein.

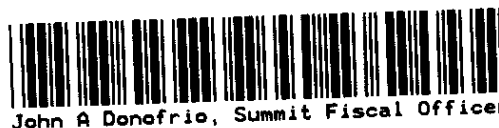
1. Incorporation Of Recitals. The recitals contained above are incorporated herein by this reference.

2. Assessments. Article II, Section 2.2 (d) entitled "Assessments" shall be amended in its entirety to now read:

"ASSESSMENTS". The assessments levied against all Owners of Living Units, except for Class B Members, to fund Common Expenses, including Recreation Association assessments.

3. Definition of Assessments. Article IX, Section 9.1 entitled "Definition of Assessments" shall be amended in its entirety to now read:

As used in this Declaration, Assessments shall mean all of the costs and expenses incurred by the Association in the exercise of its obligations, including its obligations with respect to the Areas of Common Responsibility, including, without limitation:



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(a) All expenditures required to fulfill the responsibilities of the Association, including, but not limited to, expenditures relating to maintenance fees and to Recreation Association assessments;

(b) All amounts incurred in collecting Assessments, including all legal and accounting fees;

(c) Reserves for uncollectible Assessments, unanticipated expenses, replacements, major repairs and contingencies;

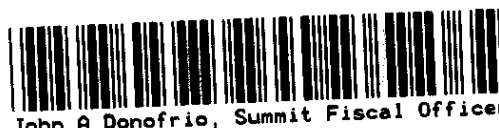
(d) Annual capital additions and improvements and/or capital acquisitions (but not repairs or replacements) having a total cost in excess of \$5,000, without in each case the prior approval of the Class "B" Member and the vote of at least a majority of the Class "A" Members. In case of an emergency requiring prompt action to avoid further loss, the Board shall have the discretion to expend whatever is necessary to mitigate such loss.

(e) Such other costs, charges and expenses which the Association determines to be necessary and appropriate within the meaning and spirit of this Declaration, including Assessments against individual owner's of Living Units for costs incurred by the Association that are specific to that Living Unit.

(f) Notwithstanding any other provision of the Founding Documents, the Developer shall not be assessed any Assessments nor be liable or have the obligation to pay any Assessments until such time as the Developer ceases being a Class B Member and becomes a Class A Member.

4. Initial Assessment. Article IX, Section 9.2 entitled "Initial Assessment" shall be amended in its entirety to now read:

Unless the initial Assessment is increased or decreased as hereinafter provided, the initial Assessment with respect to any Living Unit owned by a Class A Member shall be \$135 per month. All Assessments shall be fixed at a uniform rate for all Living Units. The initial Assessment may be increased or decreased only by the affirmative vote of the Majority Voting Power of the Board. Notwithstanding any other provision of the Founding Documents, the Developer shall not be liable or have the obligation to pay the initial Assessment until such time that the Developer ceases being a Class B Member and becomes a Class A Member.



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5. Recreation Association Assessment. Article IV, Section 4 entitled "Recreation Association Assessment shall be amended in its entirety to now read:

Recreation Association Assessment. The Recreation Association will assess its member associations quarterly for costs of maintenance, repair, and operation of the Recreation Association and the Recreation Association common area and will assess each member association equally, i.e. if there are two association members, then each association will be assessed 50% of such costs.

6. Initial Assessment Reserve. Article IX, Section 9.4 entitled "Initial Assessment Reserve" shall be amended in its entirety to now read:

At the time of the closing on the purchase of the Lot, each Owner shall pay a reserve for Assessment equal to two month's of the then current Assessment amount. Said amount shall be held as a replacement reserve to be used in accordance with the Founding Documents. Notwithstanding any other provision of the Founding Documents, the Developer shall not be liable or have the obligation to pay the initial Assessment until such time that the Developer ceases being a Class B Member and becomes a Class A Member.

7. Responsibility for Payment of Assessments. Article IX, Section 9.5 entitled "Initial Assessment Reserve" shall be amended in its entirety to now read

The Developer or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the Assessments. Written notice of the Assessments shall be sent to the Class A Member Owner of each Living Unit. Payment of Assessments may be required by the Developer or Board on a monthly, quarterly, semi-annual or annual basis. As Lots are improved with Living Units, the Class A Member Owners thereof shall commence payment of the Assessments. The amount of Assessments attributable to Living Units shall be established as of January 1 of each year and each Class A Member Living Unit Owner shall pay an equal amount of the Assessments.

8. Exempt Property. Article IX, Section 9.11 entitled "Exempt Property" shall be amended in its entirety to now read:



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Notwithstanding any other provision in the Founding Documents, Lots and Living Units owned by the Developer while the Developer is a Class B Member and the Common Areas shall be exempt from payment of all Assessments

9. Structure Location on Sublots or Lots. Article VII, Section 7.26(d) shall be amended in its entirety to now read:

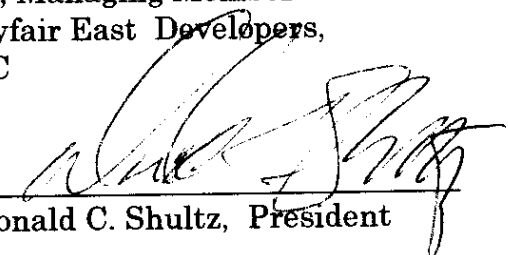
No Living Unit foundation in Phase One may be erected on any Lot or parts thereof nearer than 25 feet to a back property line of a given Lot, or 10 feet to a front property line of a given Lot. No Living Unit foundation in all other phases may be erected on any Lot or parts thereof nearer than 15 feet to a back property line of a given Lot or 12.5 feet to a front property line of a given Lot.

10. Other Provisions Remain in Full Force and Effect. Except as hereinabove amended and supplemented, all of the provisions of, and Exhibits to, the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 25 day of JUNE, 2003.

MAYFAIR EAST
DEVELOPERS, LLC,
a Limited Liability Company

By: Design Construction
Services,
Inc., Managing Member of
Mayfair East Developers,
LLC

By: 
Donald C. Shultz, President


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STATE OF OHIO)
) SS.
SUMMIT COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named MAYFAIR EAST DEVELOPERS, LLC, AN OHIO LIMITED LIABILITY COMPANY, by DESIGN CONSTRUCTION SERVICES, INC., its MANAGING MEMBER, Donald C. Shultz, its President, who acknowledged that he executed the within instrument and that such execution was the free act and deed of said Limited Liability Company and said corporation as Managing Member, and was his free act and deed both individually and in his capacity as officers of said corporation as MANAGING MEMBER of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have herein set my hand and notarial seal this day of JUNE 25, 2003.



Notary Public

This instrument prepared by:
Nicholas T. George, Esq.
Buckingham, Doolittle & Burroughs, LLP
50 South Main Street, P.O. Box 1500
Akron, Ohio 44309

Michael C. Rawlins
Notary Public, State of Ohio
My Commission Expires November 10, 2004
Resident in Summit County

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