

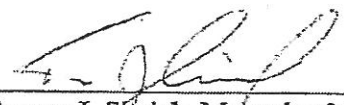
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RESOLUTION TO ADOPT AMENDMENT
TO
THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
THE BRECKENRIDGE SUBDIVISION HOMEOWNERS'S ASSOCIATION

WHEREAS, Landsong Ltd., and Ovindoli Investments, LLC are the only current members of the Breckenridge Subdivision Homeowners Association, Inc., said members desire to approve and do hereby approve all of the following:

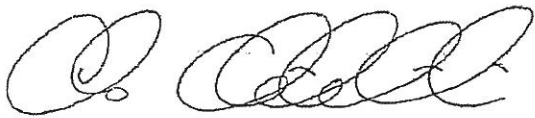
- (1) the amendment to Article VI of the Declaration of Covenants, Conditions, Easements and Restrictions for the Breckenridge Subdivision Homeowners Association, Inc. Said amendment is attached here to and incorporated herein.
- (2) waive the notice requirement contained in Article VII Section 7;
- (3) waive the meeting requirement contained in Article VII Section 7;
- (4) Adopt this resolution pursuant to written approval of the members.

The waivers provided for above apply to this amendment episode only. Any future amendments or proposals shall be adopted in any manner allowed by Article VII Section 7 for the facts and circumstances existing for each respective future episode.



Thomas J. Sinich, Managing Member
Landsong Ltd.
Only Class B Member of Breckenridge Subdivision Homeowners's Association, Inc.

6-30-06
Date



Carlo Chiuchiarelli
Printed Title MEMBER
Ovindoli Investments, LLC.
Only Class A Member of Breckenridge Subdivision Homeowners's Association, Inc.

7-5-06
Date


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AMENDMENTS
TO
THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
THE BRECKENRIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

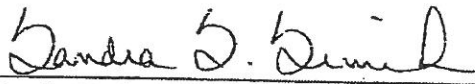
The Declaration of Covenants, Conditions, Easements and Resolutions for the Breckenridge Subdivision Homeowners Association, Inc. recorded as document number 200502110313 in _____ at page _____ in the Cuyahoga County, Ohio Recorder's Office is hereby amended as follows:

- (1) The title line for Article VI which currently reads 'ARCHITECTURAL CONTROL' is amended to read "ARCHITECTURAL CONTROL AND HOME DESIGN STANDARDS",
- (2) The following paragraph shall be added to Article VI: "Homes shall be subject to the following standards:
 - (a) minimum living floor area
 - (i) definition: minimum living floor area means the sum of all gross interior floor areas measured from the exterior surface of the home's perimeter walls, but not including space in basements, unfinished attics, attached garages, porches, decks, terraces, unenclosed additions, breezeways and three season rooms, and the like; and basementless homes, utility and storage rooms.
 - (ii) one story homes: 1940 square feet
 - (iii) one and one half story homes: 2200 square feet
 - (iv) two story homes: 2400 square feet
 - (b) at least 40% of the square footage of a home's front elevation, not including square footage consumed by windows and doors, shall be faced with natural or cultured bricks or stone

This amendment was adopted on July _____, 2006 by all members of said association as documented by the Association Resolution attached here to and incorporated herein.



Thomas J. Simich, President
Breckenridge Subdivision Homeowner's Assoc., LLC.



Sandra S. Simich, Secretary
Breckenridge Subdivision Homeowner's Assoc., LLC.

Deed Restrictions for Breckenridge

- **Ranch Style Homes 1943 Square Feet No Basement or garage Included**
- **Story and ½ 2200 Square Feet No Basement or garage Included**
- **Colonials 2400 Square Feet No Basement or garage Included**
- **Fronts shall have a minimum 40% Brick or stone balance can be siding**
- **All plans shall be reviewed and approved by the architectural review board prior to beginning construction**

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS

THIS DECLARATION, made this 24th day of May, 2004 by and between LANDSONG, LTD., hereinafter referred to as DEVELOPER, and BRECKENRIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as ASSOCIATION, both of 850 McKee Trail, Hamilton, Ohio 44233

PREAMBLE
WITNESSETH; That

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WHEREAS, Developer is the owner of the real property described in Article II, Section I of this Declaration (the "Properties") and desires to create thereon a subdivision of homes; and to this end, desires to subject said real property to the covenants, conditions, easements, restrictions, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable for the efficient preservation of the values and amenities of the Properties, to create an entity to which should be delegated and assigned the powers of maintaining and administering the Properties and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been incorporated under the laws of the State of Ohio, as a nonprofit corporation, BRECKENRIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC. (the "Association") for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association joins in the Declaration for the purpose of accepting the duties and responsibilities imposed upon it by the protective covenants and restrictions herein contained;

NOW, THEREFORE, Developer declares that the Properties shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, easements, restrictions, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, and further specifies that this Declaration shall constitute covenants to run with the land and shall be binding upon Developer and its successors and assigns and all other owners of any part of said real property, together with their grantees, successors, heirs, executors, administrators or assigns.

ARTICLE I
PREAMBLE; DEFINITIONS

Section 1 - Preamble. The Preamble is incorporated in and made a part of this Declaration.

Section 2 - Definitions. The following words when used in this Declaration shall have the following meanings (unless the context shall prohibit):

(a) "Architectural Review Committee" shall mean and refer to the individuals designated pursuant to Article VI, who shall review and approve all development, construction and site plans involving Improvements for the Properties in accordance with the terms of this Declaration.

(n) "Owner's Share" shall mean a fraction, the numerator of which is the number of sublots owned by the Owner in Breckenridge Subdivision and the denominator of which shall be the total number of sublots in the Breckenridge Subdivision.

(o) "Plat" means the plat of the Breckenridge Subdivision as recorded in Plat Volume ____, Page __ of the plat Records of Cuyahoga County, Ohio, together with any and all resubdivisions, additions, amendments, modifications and revisions thereto.

(p) "Residence" is a single-family residential dwelling unit which is constructed upon a Lot.

(q) "City" shall mean and refer to City of Strongsville, Ohio, a municipal corporation organized and existing under the laws of the State of Ohio. It is specifically agreed and acknowledged by all parties to these Covenants and Restrictions that the City is and shall continue to be a third party beneficiary to, and has the authority, but not the duty, to administer and enforce these Covenants and Restrictions to the extent that they relate to maintenance of the Common Property, as set forth in Article IV.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1 - The Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City, and is more particularly described in Exhibit "B" hereof and made a part hereof by reference.

ARTICLE III MEMBERS AND VOTING RIGHTS IN THE ASSOCIATION

Section 1 - Membership. Every person or entity who is a record owner of 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 any obligation shall not be a member.

Section 2 - Voting Rights. The membership of the Association shall be divided into two classes entitled to the voting rights hereinafter (as in the Code of Regulations of the Association) set forth with respect to such classifications.

The Association shall have two classes of voting membership, namely Class A and Class B.

Class A. Class A members shall be all those Owners as defined in Article I with the exception of the Developer. Class A members shall be entitled to one vote for each Lot in which they hold such interest or interests. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be the Developer and shall be entitled to one vote for each Lot owned by the Developer in the Properties, defined in Article II, Section 1.

Section 3 - Articles and Code of Regulations of the Association. The Articles of Incorporation and Code of Regulations of the Association may contain any provisions not in conflict with this Declaration or any Supplemental Declaration as are permitted to be set forth in such Articles and Code of Regulations by the nonprofit corporation law of the State of Ohio as it may be in effect from time to time.

ARTICLE IV
TITLE TO THE COMMON PROPERTY

Section 1 - Title to Common Property; Duty to Maintain. The Developer shall retain the legal title to the Common Property until such time as it has completed the improvements thereon and until such time as, in the opinion of the Developer, in its sole discretion, the Association is able to maintain the same, but in no event later than the date upon which 50% of the Lots have been conveyed to Members. The Developer shall then convey to the Association all of its right, title and interest in the Common Property.

Except as to planting and mowing of grass in the Creek and Storm Drainage Easement, which at all times shall be the obligation of the Owners of the lots within the Creek and Storm Drainage Easement, the Developer shall have the duty to maintain the Common Property and facilities located thereon until such time as all improvements to be made thereto by the Developer are completed and the responsibility to maintain the same has been transferred to the Association. Thereafter, except as to planting and mowing of grass in the Creek and Storm Drainage Easement, it shall be the duty of the Association to maintain the Common Property.

Maintenance of the Retention Basin shall include:

- (a) Mowing, planting of grass, and generally maintaining the Retention Basin.
- (b) Maintaining any overflow grates by removing foreign materials from in, on, or about those grates.
- (c) Grading, planting grass, or otherwise correcting any erosion problems in the Retention Basin.
- (d) Removing any debris from the Retention Basin.
- (e) Repair of any inlet or outlet structures.
- (f) Dredging the Retention Basin where required.
- (g) Maintaining the Retention Basin in compliance with all City approvals and requirements.

Maintenance of the Creek and Storm Drainage Easement shall include:

- (a) Planting and mowing of grass.

- (b) Maintaining the creek bed and any grates by removing foreign materials from in, on, or about the creek and the grates.
- (c) Grading, planting grass, or otherwise correcting any day to day erosion problems in the creek and storm drainage system area.
- (d) Removing any debris from the creek and storm drainage system area.
- (e) Stabilizing and preventing erosion of the creek banks.
- (f) Maintaining the Creek and Storm Drainage Easement in compliance with all City approvals and requirements.

The City as third party beneficiary, although under no obligation or duty to do so, (a) may compel the Association to fulfill the duty to maintain the Common Property set forth in this Section 1 hereof, or (b) upon thirty (30) days prior notice to the Association and the Owners, may provide maintenance of the Common Property and assess to each Owner the Owner's Share of such cost as provided for in Article V, Section 8 hereof. Said notice shall contain the description of the maintenance to be provided by the City and an estimate of the cost thereof.

The City, as a third party beneficiary and by giving its approval to this Declaration, shall in no way be deemed to have waived any of its zoning, building, or other requirements of ordinances or general law which requirements shall still be binding upon the /property included herein if they are more restrictive than the requirements set out within this Declaration.

Section 2 – Developer's Obligation to Pay Real Estate Taxes and Assessments on the Common Property. The Developer has the duty and obligation to pay for all real estate taxes and assessments on all Common Property until such time as all improvements on the Common Property are certified by the City as having been completed and the Common Property is formally deeded to the Association.

Section 3 - Access to Common Areas. Every Occupant shall have the right, exercisable in common with the exercise thereof by the other Occupants, to free and complete ingress and egress over the Common Property.

Section 4 - Access by the Developer and the Association. The Developer and the Association, their agents, contractors and employees shall have free and complete access to the Common Property and any easements either recorded through a separate document for the benefit of the Properties and/or shown on the Plat, for the purpose of inspecting and maintaining the Common Property.

Section 5 – Access by the City. The City, its agents, contractors and employees shall have the right of access to the Common Property for the purpose of inspection and, pursuant to Section 1 hereof, maintenance of the Common Property.

Section 6 - Utility Easements. There is hereby reserved in favor of Developer and the Association an easement upon, across, over, through and under the Properties for ingress, egress, installation, replacement, repair and maintenance of all utilities and service lines and systems

including, but not limited to, water, sewer (sanitary and storm), energy, drainage, swales, gas, telephone, electricity, television, cable and communication lines and systems ("Utility Services"). Developer, the Association or the company or other entity providing such Utility Service shall have the right to install and maintain facilities and equipment on the Properties; provided that such facilities shall not materially impair or interfere with any Residence and provided further that any areas disturbed by such installation and maintenance shall be restored substantially to the condition in which they were found. Developer or the Association shall have the right to grant easements upon, across, over, through and under the Properties to the companies or other entities providing Utility Service in accordance with the provisions of this Section 6.

Section 7 – Maintenance of Easements. The Developer has created and granted easements for the installation and maintenance of sanitary sewers, storm sewers, drainage, and swales to the City. No structures (including, but not limited to, sidewalks and driveways), plantings or other materials shall be placed or permitted to remain within such easement areas which may damage or interfere with the installation and/or maintenance of such improvements in such easement areas or which may change, retard, or unnecessarily increase the flow of water through the receptive easement areas. The easement areas (excluding swales located within Lots) and all improvements therein shall be maintained continuously by the Developer until the Common Property is formally deeded to the Association, and thereafter by the Association, except as to such easement areas that are accepted by the City and which the City has formally undertaken to maintain. The City shall have the right to enter upon and across each Lot at any place that the City deems necessary in order to install or maintain, or to perform any function or operation in accordance with such easement. Swales located within Lots shall be maintained by the Owners of said Lots.

Section 8 – Conservation Easement. The area designated on the Plat as "Conservation Easement" shall be maintained to the extent practicable in its present condition and trees and other vegetation therein shall not be disturbed except: (a) to the extent necessary for development of improvements and homes within Breckenridge Subdivision; (b) for the removal of dead and/or diseased trees and other vegetation; and (c) the removal of trees that, because of their location and/or condition, may be a threat to public health or safety.

Section 9 - Environmental Easement. There is hereby reserved for the benefit of Developer and the Association an alienable, transferrable, and perpetual right and easement on, over, and across any Lot for the purpose of taking any action necessary to effect compliance with environmental rules, regulations, and procedures from time to time promulgated, instituted or required by the Association or by any governmental entity, such easement to include, without limitation, the right to implement erosion control procedures and practices, the right to drain standing water, and the right to dispense pesticides and the right to maintain designated "Swales," "Protected Wetlands Area" or "Conservation Easement" areas, provided that such easement shall not impose any duty or obligation upon Developer or the Association to perform any such actions; and provided, further, that in exercise of its rights hereunder the Developer or the Association shall be entitled to be reimbursed by such Owner pursuant to Article V hereunder.

Section 10 - Easements to Run With the Land. The easements and rights described herein are easements appurtenant to the Properties and the Common Property, shall run with said lands, perpetually and at all times shall inure to the benefit of and be binding upon the Developer, and any Member, Owner, Occupant, purchaser, mortgagee or other person or entity having an interest in the Properties, or any part or portion thereof.

Section 11 - Rights and Obligations of the Association.

(a) The Association may take such steps as are reasonably necessary to protect the Common property to which it holds legal title against foreclosure.

(b) The Association shall insure itself, the Board of Trustees, Developer, all Owners and members of their respective families and other persons residing with them in their respective home, their tenants, if any, and all persons lawfully in possession or control of the Lots, against liability for bodily injury, disease, illness or death and for injury to or destruction of property occurring upon, in or about, or arising from the Common Property and any other to be maintained by the Association. Such insurance shall afford protection to a limit of not less than One Million Dollars (\$1,000,000.00) with respect to bodily injury, disease, illness or death suffered by any one person, and to a limit of not less than Two Million Dollars (\$2,000,000.00) with respect to more than one person in any one occurrence, and the limit of not less than One Hundred Thousand Dollars (\$100,000.00) with respect to damage to or destruction of property arising out of any one occurrence.

(c) The Association may maintain such other property or extended coverage insurance insuring the Association's property and the Common Property in such amounts and in such perils for such time periods as under such circumstances as the Association through its Board of Trustees determines is appropriate and in the best interest of the Subdivision.

(d) All premiums paid by the Association for any insurance of any kind, nature or description shall be deemed to be an Association expense and payable as an Association expense in the manner set forth and provided herein.

(e) The Association may dedicate or transfer all or any part of the Common Property to the City or any other public agency or authority for such purposes and subject to such conditions as may be agreed upon by the Board of Trustees and the City or such other public agency or authority.

(f) The Common Property shall be maintained continuously by the Association unless the same is conveyed to and is accepted by the City or other public agency or authority and the City or such public agency or authority has formally undertaken to maintain the Common Property.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENT

Section 1 - Creation of the Lien and Personal Obligation Of Assessment. Each Owner of any Lot by acceptance of a deed therefor, 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; (1) annual assessments or charges, and (2) special assessment for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Assessments shall be charged to the Lots, and shall be in the same amount for each Lot. Assessments shall not affect any

interest in any Lot dedicated to and accepted by the City and devoted to public use or properties of the City which are exempted from taxation by the laws of the State of Ohio.

Section 2 - Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the Members and in particular, for the improvement and maintenance of the Common Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Property including, but not limited to, the payment of taxes and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, materials, equipment, management and supervision thereof.

Section 3 - Basis of Annual Assessments. The date of commencement of annual assessment period shall be based upon the date on which the Common Property, or any portion thereof, is conveyed by the Developer to the Association and shall be fixed by the Board of Trustees pursuant to Section 7 hereunder. Commencing on such date the annual assessment shall be in such amount as shall be determined by the Board of Trustees. Thereafter, the Board of Trustees of the Association may, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at a greater or lesser amount.

Section 4 - Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Property, including the necessary fixture; and personal property related thereto, provided that any such special assessment shall have the assent of two-thirds (2/3) of the vote of each class of Members who are voting at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5 - Quorum for Any Action Authorized Under Section 4. The quorum for any action authorized by Section 4 hereof shall be as follows:

At the first meeting called, as provided in Section 4 hereof, the presence of Members entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirement set forth in Section 4, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6 - Date of Commencement of Assessments. Subject to the provisions of Section 3 of this Article V, the annual assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Trustees of the Association to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The Assessments for any year, after the first year, shall become due and payable on the first day of October of said year.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessments.

Section 7 - Duties of the Board of Trustees. The Board of Trustees of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each Assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto, which shall be available to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto.

The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

Section 8 - Assessments by City. Each Owner of any Lot by acceptance of a deed therefor, 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 City the cost of maintenance of the Common Property performed by the City pursuant to the provisions of Article IV, Section 1 hereof. The City shall provide notice to each Owner of a Lot a description of the maintenance performed by the City, the amount of the Owner's Share and the date by which payment is to be made, which shall not be less than thirty (30) days after the date on which said notice is given.

Section 9 - Effect of Non-Payment of Assessments by the Association; Personal Obligation of the Owner; the Lien; Remedies of the Association. If assessments by the Association are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

The Association may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the Association shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair any other rights in and against the property and against the Owner of such property.

If an annual or special assessment, or installment of a special assessment, is not paid within thirty (30) days after the date when due, such delinquent assessment or installment shall bear interest from the date when due at the rate of ten percent (10%) per annum, and the Association may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

Section 10 – Effective Non-Payment of Assessments by City; Personal Obligations of the Owner; the Lien; Remedies of the City.

If assessments by the City are not paid on the date when due (being the dates specified in the notice described in Section 8 hereof), then such assessment shall become delinquent, together with such interest thereon and cost of collection thereof as hereinafter provided.

The City may file in the office of the County Recorder a Notice of Lien to evidence any delinquent assessment or installment, but the City shall not be under any duty to file such Notice of Lien and its failure or omission to do so shall not in any way impair any other rights in and against the property and against the Owner of such property.

If such assessment is not paid within thirty (30) days after the date when due, such delinquent assessment shall bear interest from the date when due at the rate of ten percent (10%) per annum, and the City may after such thirty (30) day period bring an action at law against the Owner responsible for the payment of such assessment, and (additionally or alternatively) may foreclose the lien against the property, and in the event a judgment is obtained, such judgment shall include interest on the assessment or installment amount as above provided, together with the costs of the action and reasonable attorney's fees in an amount to be determined by the court.

ARTICLE VI
ARCHITECTURAL CONTROL.

In order to accomplish the objective of assuring the protection of individual property values through the establishment of high standards of design review, an Architectural Review Committee shall be established to review applications and design documents for all new construction and alterations, modifications, or changes to existing properties, including landscaping.

So long as Developer owns one or more Lots in the Breckenridge Subdivision, Developer shall have the right to appoint the members of the Architectural Review Committee. After Developer no longer owns any lots, the Architectural Review Committee shall consist of three people, at least one of whom shall have architectural, building, construction or development experience, all of whom shall be appointed by the Association.

Before any Owner may start or permit the construction or installation of any Improvement on a Lot, the Owner shall first submit to the Architectural Review Committee for approval a complete set of building or installation plans for the proposed Improvement, including plans for grading, surface drainage and drainage swales; landscaping; screening and/or fencing; complete building design and specification details with elevations and floor trim, roofing, gutters and downspouts and masonry; driveway curb cut widths and locations; any underground utility or other installations; and any above-ground installations including locations and dimensions of satellite dishes and/or poles. The Architectural Review Committee shall approve, reject or modify the plans in a writing sent to the Owner not more than 30 days after the plans are submitted to the Architectural Review Committee.

ARTICLE VII
GENERAL PROVISIONS

Section 1 - Duration. The Covenants and Restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association and the Developer (and by the City with respect to the maintenance of the Common Property), and by the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns in perpetuity.

Section 2 - Dissolution or Termination of the Association. By its execution of this Declaration, the Association agrees that it may not be dissolved or terminated without the express written consent of the City.

Section 3 - Notices. Any notice permitted or required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the mail by certified mail, postage prepaid (a) if the construction of a house on the Lot owned by such Member and/or Owner has been completed, to the address of such house, or (b) if the construction of a house on the Lot owned by such Member and/or Owner has not been completed, to the tax mailing address of such Member and/or Owner. Any notice permitted or required to be sent to the Association by the City under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the mail by certified mail, postage prepaid, to the address of the Association set forth herein, or such other address as has been furnished by the Association in writing.

Section 4 - Enforcement. Except as otherwise provided herein, enforcement of these Covenants and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by 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 5 - Binding Effect. Each grantee accepting a deed, lease or other instrument conveying any interest in a Lot, whether or not the same incorporates or refers to this Declaration, covenants for himself, his heirs, personal representatives, successors and assigns to observe, perform and be bound by this Declaration.

Section 6 - Assignability. The Developer, its successors and assigns, notwithstanding any other provision herein to the contrary, shall at all times have the right to fully transfer, convey and assign all of its rights, title and interest under this Declaration, provided that the transferee, grantee or assignee of such right, title or interest shall take such rights subject to all obligations also contained herein.

Section 7 - Amendment. Except as provided this Section 7 of Article VII, the Declaration may be amended, effective on the ninetieth (90th) day following a meeting of the Members held for such purposes, by the affirmative vote of Members entitled to exercise seventy-five percent (75%) of the voting power of the Association, and if there is then more than one class of Membership, then by the affirmative voting of Members entitled to exercise seventy-five percent (75%) of the voting power of each class, provided that written notice shall be given to every Member at least sixty (60)

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days in advance of the date of the meeting stating that such amendment will be considered at such meeting. Promptly following the meeting at which such amendment is enacted, the President and Secretary of the Association shall execute and record an instrument reciting such amendment.

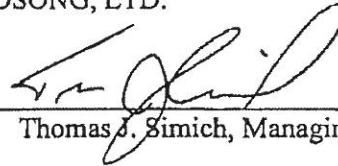
Notwithstanding any provision to the contrary herein contained, the obligation of the Developer and the Association to maintain the Common Property pursuant to Article IV, the right of access by the Developer, the Association and the City for the purpose of inspecting and providing maintenance of the Common Property pursuant to Article IV; the provisions for maintenance assessment pursuant to Article V; and the provision relating to termination of the Association pursuant to Article VII, Section 2 shall not be amended except upon the prior written consent of the City, the Developer and the Association.

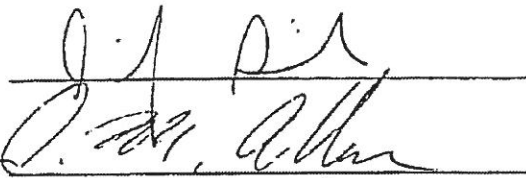
Section 8 - Severability. Invalidation of any one of these Covenants and Restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF; the Developer and Association have hereunto set their hands at Cleveland, Ohio the date and year first above written.

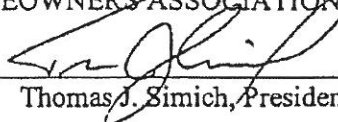
Signed and acknowledged in the presence of:

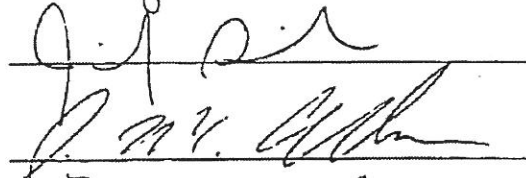
LANDSONG, LTD.


Thomas J. Simich, Managing Member


Mary D'Andrea

BRECKENRIDGE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.


Thomas J. Simich, President



Mary D'Andrea

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Prepared by and return to when recorded:

Sheldon Berns, Esq.
Berns, Ockner & Greenberger, LLC
3733 Park East Drive, Suite 200
Beachwood, OH 44122-4334

Approved as to legal form only
by the Law Department of the
City of Strongsville

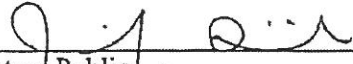
by, 
Assistant Director of Law.

STATE OF OHIO)
) SS.
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Thomas J. Simich, Managing Member of Landsong, Ltd., who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed individually and as such officer or manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cuyahoga, Ohio, this 24th day of May, 2004.

JENNIFER SIMICH
Notary Public, State of Ohio
My Commission Expires 8-28-07



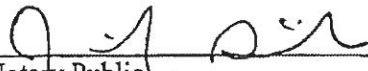
Notary Public

STATE OF OHIO)
) SS.
CUYAHOGA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Thomas J. Simich, President of Breckenridge Subdivision Homeowners Association, Inc., who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed individually and as such officer or manager.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cuyahoga, Ohio, this 24th day of May, 2004.

JENNIFER SIMICH
Notary Public, State of Ohio
My Commission Expires 8-28-07



Notary Public

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CODE OF REGULATIONS
OF
BRECKENRIDGE SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is Breckenridge Subdivision Homeowners Association, Inc. (the "Association") which corporation, not-for-profit, is created pursuant to the provisions of Chapter 1702 of the Revised Code of Ohio. The principal office of the Association shall be as set forth in its Articles of Incorporation, and the place of meetings of Members and of the Trustees of the Association shall be at such place in Cuyahoga County, Ohio, as the Board of Trustees may from time to time designate.

ARTICLE II

DEFINITIONS

Capitalized terms in these Code of Regulations shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions ("Declaration").

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Properties within that certain tract of property described as: BRECKENRIDGE SUBDIVISION, City of Strongsville, Cuyahoga County, Ohio, and to promote the health, safety and welfare of the residents within the above-described

property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

- (a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions, Easements and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Cuyahoga County Recorder and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;
- (b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- (c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) borrow money, and with the assent of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (e) dedicate, sell or transfer all or any part of the Common Properties 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 dedication or transfer shall be

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effective unless an instrument to that effect has been signed by two-thirds (2/3) of each class of Members, agreeing to such dedication, sale or transfer;

- (f) participate in mergers and consolidations with other Non-Profit corporations organized for the same purposes or delete or annex additional residential property and Common Properties, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of Members; except that the Developer (as defined in the Declaration) shall have the right to annex additional residential property and Common Properties without any action on the part of the Association or its other Members, in the manner set forth in the Declaration;
- (g) have and to exercise any and all powers, right and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Ohio by law may now or hereafter have or exercise.

ARTICLE IV

MEMBERSHIP

Every person or entity who is a record owner of any Lot which is subject by covenants of record to assessment by the Association shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE V

VOTING RIGHTS OF MEMBERS

The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer and shall be entitled to one vote for each Lot owned by the Developer in the Properties.

ARTICLE VI

MEETINGS OF MEMBERS

Section 1 - Annual Meetings. Regular annual meetings of the owners shall be held in the first calendar quarter of each year after the Common Properties, or any portion thereof, is conveyed by the Developer to the Association, on a date and at an hour established, from time to time, by the Board.

Section 2 - Special Meetings. Special Meetings of the owners may be called at any time by the president or by the Board, upon written request of owners entitled to exercise one-fourth (1/4) or more of the voting power of owners.

Section 3 - Notice of Meetings. Written notice of each meeting of owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy or such notice, postage pre-paid, at least five (5) days before such meeting, to each owner entitled to vote thereat; addressed to the owner's address or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4 - Quorum. The owners present, in person or by proxy at any duly called and noticed meeting of owners, shall constitute a quorum of such meeting.

Section 5 - Proxies. At any meeting of owners, an owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by an owner of his, her or its property.

Section 6 - Voting Powers. A majority of the voting power of owners voting on any matter that may be determined by the owners at a duly called and noticed meeting shall be sufficient to determine the matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings.

Section 7 - Action in Writing, Without Meeting. Any action that could be taken by owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of owners having not less than a majority of the voting power of owners.

ARTICLE VII

ORDER OF BUSINESS

Section 1 - Generally. The regular order of business of this Association will be:

- (a) Roll Call
- (b) Minutes
- (c) Correspondence
- (d) Presidents Report
- (e) Treasurers Report
- (f) Committee Reports
- (g) Old Business

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- (h) New Business
- (i) Good and Welfare

Section 2 - Suspension of Regular Order of Business. The regular order of business may be suspended by a majority vote of the voting power present at a meeting and constituting a quorum.

Section 3 - Parliamentary Procedure. Robert's Rules of Order shall govern all rules of parliamentary procedure unless otherwise provided by these Regulations.

ARTICLE VIII

BOARD OF TRUSTEES

Section 1 - Initial Trustees. The affairs of this Association shall be managed initially by a Board of three (3) Initial Trustees, who need not be Members of the Association. The names and addresses of the persons who are to act in the capacity of Initial Trustees until the selection of the Successor Trustees are:

<u>Name</u>	<u>Address</u>
Thomas J. Simich	850 McKee Trail Hamilton, Ohio 44233
Sandy Simich	850 McKee Trail Hamilton, Ohio 44233
Jennifer Simich	2047 Stoney Hill Road Hinckley, Ohio 44233

Section 2 - Successor Trustees. There shall be three successor Trustees, each of whom shall be Member of the Association and a lot owner. They shall be elected at a meeting called for such purpose by the present Trustees and shall serve for a period of one year. All shall stand for re-election annually at a meeting called for that purpose.

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Section 3 - Removal. Excepting only Trustees named in the Articles, any Trustee may be removed from the Board with or without cause, by a majority vote of the owners. In the event of the death, resignation or removal of a Trustee other than one named in the Articles, that Trustee's successor shall be selected by the remaining Members of the Board and shall serve until the next annual meeting of owners, when a Trustee shall be elected to complete the term of such deceased, resigned or removed Trustee.

Section 4 - Nomination. Nominations shall be made from the floor at the meetings.

Section 5 - Election. Election to the Board shall be by ballot.

Section 6 - Compensation. No trustee shall receive compensation for any service rendered to the Association as a Trustee. However, any Trustee may be reimbursed for his or her actual expenses incurred in the performance of duties.

Section 7 - Regular Meetings. Regular meetings of the Board of Directors shall be held periodically on such dates as the Board may designate.

Section 8 - Special Meetings. Special meetings of the Board shall be held when called by the president of the Board, or by any two trustees, after not less than three days notice to each Trustee.

Section 9 - Quorum. The presence at any duly called and noticed meeting, in person or by proxy, of Trustees entitled to cast a majority of the voting power of Trustees shall constitute a quorum for such meeting.

Section 10 - Voting Power. A majority vote of the Trustees voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

Section 11 - Action in Writing Without Meeting. Any action that could be taken by the Board at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of all the Trustees.

Section 12 - Powers. The Board shall, under law, have the right, power, and authority to:

- (a) take all actions deemed necessary or desirable to comply with all requirements by law;
- (b) enforce the covenants, conditions and restrictions set forth in the Declaration of Covenants, Conditions Easements and Restrictions affecting the Properties owned by the Association (the "Declaration");
- (c) repair, maintain, and improve the Common Properties;
- (d) establish, enforce, levy and collect assessments, subject to the provisions of the Declaration;
- (e) adopt and publish rules and regulations governing the use of the Common Properties and the personal conduct of the owners, occupants and their guests thereon and establish penalties for the infraction thereof;
- (f) suspend the voting rights of an owner during any period in which such owner shall be in default in the payment of any assessment levied by the Association;
- (g) declare the office of a Member of the Board to be vacant in the event such Trustee shall be absent from three consecutive regular meetings of the Board;
- (h) authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property.

Section 13 - Duties. It shall be the duty of the Board to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the owners at each annual meeting of owners, or at any special meeting when such statement is requested in writing by owners representing one-half (1/2) or more of the voting power of owners;
- (b) supervise all officers, agents, and employees of the Association and see that their duties are properly performed;
- (c) fix the amount of assessments against each property, subject to the provisions of the Declaration;
- (d) give written notice of each assessment to every owner;
- (e) foreclose the lien against any property for which assessments are not paid;
- (f) file an action at law against the owner(s) personally obligated to pay the same;
- (g) issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- (h) procure and maintain insurance as required under Article IV, Section 11(b) of the Declaration and as the Board may deem advisable;
- (i) cause the restrictions created by the Subdivision Plat of Breckenridge Subdivision to be enforced.

ARTICLE IX

OFFICERS

Section 1 - Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine.

Section 2 - Selection and Term. The officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors. Any officer may also be a Member of the Board.

Section 3 - Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.

Section 4 - Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows.

- (a) President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) Vice President. The vice president shall perform all the duties of the president in case of the latter's absence or disability. The vice president may also serve as the secretary or treasurer.
- (c) Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the owners, serve notice of meetings of the Board and of the owners, keep appropriate current records showing the names of owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

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- (d) Treasurer. The treasurer shall assume responsibility for the receipt and deposit in appropriate bank accounts of all monies of the Association, and the disbursements of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the owners at annual meetings, and the delivery or mailing of a copy of each to each of the owners.

ARTICLE X

BOOKS AND RECORDS

The books, records and financial statements of the Association shall be available at reasonable times upon request to the Association, for inspection by owners and the holders and insurers of first mortgages.

ARTICLE XI

APPLICABLE LAWS: PRIORITY OF DOCUMENTS

If there are conflicts or inconsistencies between the provisions of Ohio law, the Declaration, the Articles and the Code of Regulations, then the provisions of Ohio law, the Declaration, the Articles and the Code of Regulations, in that order, shall prevail.

ARTICLE XII

AMENDMENTS

Amendment of these Code of Regulations shall require the assent of seventy-five percent (75%) of each class of Members.

ARTICLE XIII

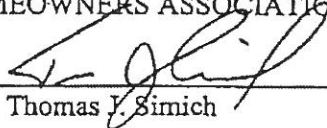
DISSOLUTION

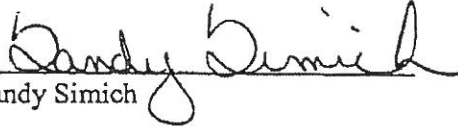
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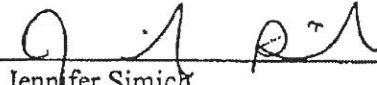
The Association may be dissolved with: (a) the assent given in writing and signed by the Owners of not less than two-thirds (2/3) of the Lots; and (b) the express written consent of the City of Strongsville. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

IN TESTIMONY WHEREOF, we, the undersigned, the incorporators of the Association, have caused these Code of Regulations to be duly adopted on or as of the 21st day of May, 2004.

BRECKENRIDGE SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.

By: 
Thomas J. Simich

By: 
Sandy Simich

By: 
Jennifer Simich

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HOWARD R. SELEE & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS

9701 BROOKPARK RD. • #231 • CLEVELAND, OHIO 44129

TELEPHONE (216) 398-0280

FAX (216) 351-0920

LEGAL DESCRIPTION

BRECKENRIDGE SUBDIVISION, Proposed

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 89, bounded and described as follows:

Beginning at the northwest corner of land conveyed to Jeffrey L. Udvardy and Lojuanna F. Udvardy by deed recorded in Volume 84-5003, Page 15 of Cuyahoga County Deed Records, in the centerline of Prospect Road, 80.00 feet wide, said corner being distant North 00° 11' 00" West, 728.70 feet from an 3/4 inch iron pin monument found at the southeast corner of Original Strongsville Township Lot No. 89;

Thence North 00° 11' 00" West, along the said centerline of Prospect Road, a distance of 423.64 feet to the southeast corner of Parcel One of land conveyed to Emil S. Karim by deed recorded in Volume 97-03992, Page 41 of Cuyahoga County Deed Records;

Thence South 89° 09' 50" West, along the south line of said Parcel One of land so conveyed to Emil S. Karim, passing thru the west right of way line of said Prospect Road, at a distance of 30.00 feet, said point being referenced by a 5/8 inch iron pin found, 0.28 feet south and 0.04 feet west, a total distance of 1610.06 feet to the southwest corner of land so conveyed to Emil S. Karim, said corner being referenced by a 5/8 inch iron pin found 0.31 feet south and 6.13 feet east, said corner being also in the east line of the Meadowood Subdivision No. 1, Phase 8, as shown by the recorded Plat in Volume 252, Page 90 of Cuyahoga County Plat Records;

Thence South 00° 15' 00" West, along the said east line of Meadowood Subdivision No. 1, Phase 8 and a east line of Meadowood Subdivision No. 1, Phase 3, as shown by the recorded Plat in Volume 225, Page 82 of Cuyahoga County Plat Records, a distance of 323.67 feet to a 5/8 inch iron pin found in concrete at an inner corner thereof;

Thence North 89° 09' 50" East, along a north line of said Meadowood Subdivision No. 1, Phase 3, a distance of 166.67 feet to a northeast corner thereof, said corner being referenced by a 5/8 inch iron pin found in concrete, 0.14 feet south and 0.06 feet east;

Thence South 00° 47' 30" West, along the east line of said Meadowood Subdivision No. 1, Phase 3, a distance of 100.23 feet to the northwest corner of Creekside Subdivision No. 1, as shown by the recorded Plat in Volume 243, Page 70 of Cuyahoga County Map Records, said corner being referenced by a 5/8 inch iron pin found in concrete, 0.47 feet south and 0.08 feet east;

Thence North 89° 09' 20" East, along the north line of said Creekside Subdivision No. 1 and the north right of way line of Prospect Road, at a distance of 1417.54 feet, said point being referenced by a 5/8 inch iron pin found, 0.14 feet south and 0.02 feet east, a total distance of 1447.54 feet to the said centerline of Prospect Road and the place of beginning and containing 15.2946 acre of land as described by Howard R. Selee, Registered Land Surveyor No. 5471 of HOWARD R. SELEE and ASSOCIATES, INC., Professional Land Surveyors, dated March 29, 2002, be the same more or less, but subject to all legal highways. Bearings used herein refer to an assumed meridian and are intended to indicate angles only.

File 02590 Breckenridge Subd.

TRANSFER NOT REQUIRED

TRANSFER NOT REQUIRED

FEB 11 2005

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Frank Riccio

ROBERT KLAIBER JR., PE., PS.
CIVIL ENGINEER