

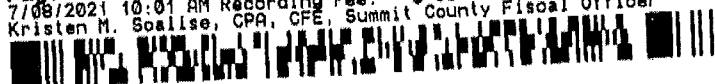
DECLARATION
OF
EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
HEARTRIDGE SUBDIVISION

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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



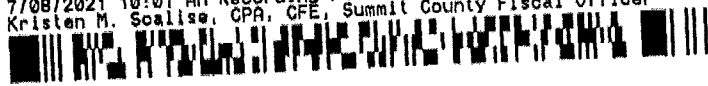


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DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
HEARTRIDGE SUBDIVISION

THIS DECLARATION is made as of the 4th day of May, 2021, by SAGAMORE LAND PROPERTIES, LLC, an Ohio limited liability company (the "Declarant"), and HEARTRIDGE SUBDIVISION OWNERS' ASSOCIATION, an Ohio non-profit corporation (the "Association").

RECITALS:

A. Declarant is the owner of the real property located in the Township of Sagamore Hills, Ohio (the "Township"), legally described in Exhibit A attached hereto (the "Property"). The Property is shown on the Plat attached hereto as Exhibit B (the "Phase I Plat"). The Declarant presently plans to develop the Property as a residential subdivision known as "Heartridge". Phase I of Heartridge will contain forty-one (41) single-family sublots.

B. This Declaration provides the legal requirements necessary (a) to establish a general scheme of controls that will ensure the orderly and harmonious development and use of the Property as a single-family residential community, (b) to create an association whereby community members will be permitted, and encouraged, to participate in policy-making decisions, (c) to provide for payment of the costs and expenses necessary to maintain the Common Elements and Easement Areas, and (d) to establish high standards for the use and maintenance of Residences, the Common Elements and the Easement Areas so that the character of Heartridge Subdivision will be preserved.

C. The Association has been incorporated for the purposes set forth above and joins in this Declaration to accept the duties and responsibilities imposed upon it by the protective covenants and restrictions contained in this Declaration.

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DECLARATION:

NOW, THEREFORE, the Declarant declares that the Property and any other property as may be added to and subjected to this Declaration shall be owned, held, transferred, sold, conveyed, used, and occupied subject to the covenants, conditions, restrictions, easements, assessments, charges, and liens (collectively, the "Covenants and Restrictions") provided in this Declaration, which Covenants and Restrictions shall run with the land and shall be binding on and inure to the benefit of all persons having any right, title, or interest in any part of the Property, or any other property as may be added to and subjected to this Declaration, and their heirs, personal representatives, successors and assigns.

ARTICLE I.

RECITALS; PROPERTY SUBJECT TO THIS DECLARATION; DECLARANT'S RIGHT TO
ADD LAND AND DELETE LAND SUBJECT TO THIS DECLARATION

1.1 Recitals. The recitals are incorporated in and made a part of this Declaration.

1.2 Property. The legal description of the entire property is attached hereto as Exhibit A.

1.3 Additional Phases. The Declarant intends to develop the Property in Phases. Phase 1 is shown on the Phase 1 Plat attached hereto. Additional Phases will be shown on additional Plats filed for record after the date hereof, which additional Plats shall provide for the further subdivision and creation of Lots on the Property as approved by the Township from time to time.

1.4 Addition of Land.

(a) The Declarant reserves the right from time to time to add additional property to the Property and to subject the same to the provisions of this Declaration.

(b) Without limiting the generality of the rights of the Declarant set forth in Paragraph (a), above, the Declarant reserves the right, either before or after the end of the Start-Up Period, to add to the Property any property adjacent to the Property which is now owned or hereafter may be acquired by the Declarant (the "Adjacent Property"). In the event that the Declarant determines to add all or any part of the Adjacent Property to the Property, the Declarant shall have the right to do so, subject only to receiving such approvals as may be necessary from the Township or any other applicable governmental authority, and the Declarant shall have the right to create on such Adjacent Property additional Lots, Common Elements or Easement Areas. Upon the addition of any Adjacent Property to the Property as contemplated hereby, such Adjacent Property shall be subject to all the benefits and burdens of all of the Covenants and Restrictions and, specifically, but without limiting the generality of the foregoing, any additional Lots created shall have the benefit of the easements referred to in Section 3.3 hereof, and the right to tie into and use all existing utility services and lines serving Heartridge Subdivision without the payment of any costs and expenses other than usual and customary tap-in or connection charges payable to the Township or other governmental entities.

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(c) To add any additional property to the Property, the Declarant shall execute and record a Supplemental Declaration to this Declaration which expressly provides that the land described therein shall become a part of the Property and shall be subject to the Covenants and Restrictions set forth in this Declaration, except as the same may be modified by the Supplemental Declaration.

1.5 Deletion of Land. The Declarant reserves the right from time to time to delete land from the Property (provided the lands so deleted have not been conveyed to the Association as Common Areas) and thereby to free such lands from the provisions of this Declaration. Lands not owned by the Declarant may be deleted from the Property only with the written consent of the title owner thereof. To delete such lands, the Declarant shall execute and record a Supplemental Declaration to this Declaration which expressly provides that the land described therein shall no longer be part of the Property and shall no longer be subject to the Covenants and Restrictions set forth in this Declaration. No lands shall be deleted from the Property without the prior approval of the Township.

ARTICLE II.
EXHIBITS AND DEFINITIONS

2.1 Exhibits. The following exhibits are attached to and made a part of this Declaration:

Exhibit A: A legal description of the Property.

Exhibit B: A copy of the Subdivision Plat for Heartridge Subdivision Phase 1 to be recorded in the Summit County, Ohio Map Records, which plat may hereafter be amended in a manner consistent with the Zoning Resolution of the Township and any other applicable governmental regulations.

Exhibit C: The Articles of Incorporation of Heartridge Subdivision Owners' Association filed with the Secretary of State of the State of Ohio.

Exhibit D: The By-Laws of Heartridge Subdivision Owners' Association.


2.2 Definitions. The following definitions are applicable to this Declaration (unless the context shall prohibit):

“Act”, Ohio Revised Code Chapter 5312 (the Ohio Planned Community Law).

“Architectural Review Committee”, the Declarant until such time as the Declarant transfers responsibility for architectural review to the Association as provided in Section 5.1 and, thereafter, the three (3) person committee established by the Board pursuant to Section 5.1.

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“Assessments”, the share of Common Costs referred to in Section 8.1 (including, without limitation, special assessments as permitted herein, together with Other Charges which are from time to time levied by the Board and are required to be paid by an Owner.

“Association”, Heartridge Subdivision Owners’ Association, an Ohio non-profit corporation, its successors and assigns, created to govern, operate, control, and administer Heartridge Subdivision and to supervise and enforce the Covenants and Restrictions.

“Board”, the Board of Directors of the Association.

“Builder”, any residential home builder to which the Declarant sells a Lot or Lots.

“Common Elements”, all real and personal property now or hereafter owned by the Association or otherwise held for the common use and enjoyment of the Owners or Occupants. Common Elements shall include (a) the landscaped entryway to the Property off Hawthorne Drive, if any, (b) any landscaped islands within each cul-de-sac, and (c) any other areas of land within the Property intended for the common use, benefit, and enjoyment of all Occupants of the Property. Common Elements does not mean or imply that the public at large acquires any easement of use or enjoyment therein.

“County”, Summit County, Ohio.

“Declarant”, Sagamore Land Properties, LLC, an Ohio limited liability company, and the specifically designated successors and assigns of any rights as Declarant under this Declaration. No Person shall be deemed to be a successor or assign of the original Declarant for the purposes of this Declaration unless such Person has been specifically so designated by Declarant, by instrument in writing and placed of record.

“Declaration”, this Declaration of Easements, Covenants and Restrictions, as the same may be supplemented, amended, modified or restated.

“Easement Areas”, (a) those portions of the Property designated on a Plat as Storm Water Drainage Easement or Storm Water Management Easement, and related storm water drainage or management facilities used in connection therewith, (b) the Sanitary Sewer Easement located on Lots 18 and 19 as shown on the Phase I Plat, (c) the Temporary Turnaround Easement as shown on the Phase 1 Plat, (d) any signs and/or landscape easements, licenses or other rights granted to, or reserved by, the Declarant for the benefit of the Association, and (e) any other real property in which the Association now or hereafter may be granted rights by easement, license or otherwise for the common benefit of the Owners or Occupants.

“Heartridge Subdivision”, the residential community to be developed by the Declarant as described in Recital A to this Declaration.

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"Lot", any subplot shown on a Plat (as such Plats may be amended or modified) upon which a Residence is intended to be constructed and which is treated by the Summit County, Ohio Fiscal Officer, as a separate tax parcel for the purposes of assessing real property taxes.

"Member", a member of the Association, being the Declarant, other Owners and Tenants.

"Occupant", a natural person who resides in a Residence.

"Other Charges", include, without limitation, (a) interest upon each Assessment and Other Charges at the rate of one and one-half percent (1.5%) per month, or such other rate as determined from time to time by the Board (but in no event greater than the highest legal rate which may be charged to an individual without being usurious) from the date the Assessments or Other Charges first become due to the date it is paid in full; (b) a late payment charge if any Assessment shall not be paid within five (5) days of the due date, which late payment charge shall be five percent (5%) of the unpaid Assessment, or such other amount as shall be established from time to time by the Board; (c) returned check charges, (d) charges for damage to the Common Elements or other property, and (e) the reasonable costs of collection of any unpaid Assessments and Other Charges (including court costs and reasonable attorneys' fees and disbursements of counsel).

"Owner", any Person (including the Declarant) who holds part or all of the record title to a Lot situated on the Property. The word "Owner" shall not include any Person having an interest merely as security for the payment of or performance of an obligation unless and until said Person shall have acquired title pursuant to foreclosure or any act or proceeding in lieu of foreclosure.

"Ownership Interest", the entire right, title and interest of the Declarant or any Owner in all of the fee and leasehold estates of the Declarant or such Owner in a Lot or any other portion of the Property.

"Person", a natural person, corporation, limited liability company, partnership, limited partnership, trust and any other legal entity to which the law attributes the capacity of holding title to real property.

"Plat", the Phase 1 Plat and any other subdivision plat hereafter filed in respect of the Property.

"Residence", any single-family dwelling unit located on a Lot.

"Rules", such rules and regulations to govern the operation and use of the Common Elements and Easement Areas and any other property owned by the Association as may be adopted from time to time by the Board to implement and carry out the provisions and intent of this Declaration.

"Start-Up Period", the period commencing upon the filing of this Declaration for record with the Summit County Fiscal Officer and ending on the earlier of the date that (a) the Declarant has completed the conveyance of all Lots owned by the Declarant in Heartridge Subdivision or (b) the



Declarant files for record an amendment to this Declaration expressly terminating the Start-Up Period.

“Supplemental Declaration”, a supplemental declaration that adds additional property to that covered by this Declaration or deletes property from that which is covered by this Declaration. A Supplemental Declaration may, but is not required to: (a) approve, expressly or by reference, additional restrictions and obligations on the land submitted by such Supplemental Declaration to the provisions of this Declaration; and/or (b) otherwise amend this Declaration or the By-laws of the Association.

“Tenant”, a Person living in and having a possessory leasehold interest in a Residence, other than an Owner.

“Township”, the Township of Sagamore Hills, Ohio.

ARTICLE III. EASEMENTS

3.1 Common Elements. Declarant, all Owners, Occupants and the guests of such parties shall have the right to enter upon, use, and enjoy the Common Elements for their intended purposes in accordance with this Declaration and the applicable Rules.

3.2 Common Amenities. Declarant shall have the right to install on any Lot or Lots community signage, landscaping or other common amenities in connection with the original development of Heartridge Subdivision. An easement is hereby created in favor of Declarant and the Association upon, over, and across such portions of the Property as may be necessary to enable Declarant to install and the Association to repair, maintain, replace and reinstall any such signage, landscaping or other common amenities.

3.3 Utility Easements. Declarant and/or the Association, as the case may be, shall have the right to install, operate, use, maintain, repair, and replace, or grant to any other Person the right to install, operate, use, maintain, repair, or replace, in, on, over, or under any portion of Heartridge Subdivision determined by Declarant and/or the Association, as the case may be, any pipes, conduits, ducts, wires, television cables and equipment, and utilities lines to provide or furnish electricity, telephone, television and other communication, sanitary sewers and storm sewers, drainage, gas, water, energy of all types, and utility services of all types to or for the benefit of one or more Owners and/or the Association, and the Declarant and the Association shall have the right to do all things necessary in connection therewith. There is hereby reserved in favor of the Declarant and the Association the right (but not the obligation) to grant neighboring property owners easements for utility purposes so long as the granting of such easements does not overburden the utilities serving the Property.

3.4 Storm Water Management Easements. An easement is hereby created in favor of the Declarant and the Association, upon, over and across the Easement Areas and such other parts of the

Property as may be necessary to enable the Declarant to install, and the Association (unless and until the responsibility for such facilities is assumed by the Township or the County) to repair, maintain, replace and reinstall as provided in this Declaration, a storm water management basin and all related drainage pipes and other facilities providing storm water drainage, retention and detention for Heartridge Subdivision.

3.5 Emergency and Service Easements. There is hereby granted to the Township and the County an easement for access to the Common Elements and Easement Areas for emergency purposes or in the event of the nonperformance of maintenance of improvements affecting the public interest. Advance notice is not required for emergency entrance onto the Common Elements or Easement Areas.

3.6 Grading. An easement is hereby created in favor of the Declarant and the Township and the County to enter upon any portion of the Property to re-grade or correct the grading on any portion of the Property (including any Lot) if necessary to provide for the proper flow of storm water into and through drainage ditches or storm sewers within the Property.

ARTICLE IV. COVENANTS, CONDITIONS AND RESTRICTIONS

4.1 Covenant of Good Maintenance. Each Owner shall keep and maintain his Lot and all improvements, buildings and structures therein or thereon, in a clean and safe condition and in good order and repair, including, but not limited to the seeding, watering, and mowing of all lawns, including any lawns located on an area designated on a Plat as Easement Areas; the pruning and cutting of all trees, shrubbery and grass, the painting (or other appropriate external care) of all buildings, structures and other improvements located thereon, and the absence of conditions constituting violations of applicable building, fire and health codes, all in a manner and with such frequency as is consistent with good property management.

4.2 Fences, Walls, Hedges, Etc. Fences, walls, trees, hedges and shrub plantings shall be maintained in a sightly and attractive manner and shall not obstruct the right-of-way sight lines for vehicular traffic. Fences and walls of any kind shall not be erected, begun or permitted to remain upon any portion of the Property unless approved by the Architectural Review Committee or unless originally constructed by the Declarant. No fence or wall shall exceed four (4) feet in height and must be situated behind the rear elevation of the Residence. Fences shall be wrought iron or aluminum resembling wrought iron. In no event shall chain link fences shall be permitted. Notwithstanding the foregoing, an underground so-called "Invisible Fence" for pet control shall be permitted.

4.3 Nuisance. No obnoxious or offensive activity shall be conducted upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood. The Board shall have the absolute power to determine what is an "obnoxious or offensive activity" or what is or may become a "nuisance or annoyance" under this Section, except

that the Board's determination shall not bind the Township or any other applicable governmental authority in enforcing nuisance laws.

4.4 Storage of Material and Trash Handling. No lumber, metals, bulk material, refuse or trash shall be burned, whether in indoor incinerators or otherwise (excluding the burning of wood in an indoor or outdoor fireplace or firepit), kept, stored or allowed to accumulate on any portion of the Property, except (a) normal residential accumulation pending pick-up, (b) building materials during the course of construction or reconstruction of any building or structure, and (c) firewood which may be stored on a Lot in such a manner as will not create a nuisance or annoyance to other Owners. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, containers may be placed and permitted to remain in the open only on any day that a pick-up is to be made or the evening prior thereto, so as to provide access to persons making such pick-up. At all other times such containers shall be stored in garages or in other interior areas. No dumping shall be permitted on any part of the Property.

4.5 Pipelines and Drilling. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any portion of the Property above the surface of the ground, except hoses and movable pipes used for temporary irrigation purposes. No portion of the surface or subsurface of the Property shall be used for the purpose of boring, mining, quarrying, exploring, or removing oil, gas or other hydrocarbons, minerals, gravel or earth.

4.6 Residential Use. Each Lot shall be used for single-family residential dwelling unit purposes in conformity with the terms and conditions contained in this Declaration. Except as expressly permitted in this Declaration, or by Rules adopted in accordance with this Declaration, no industry, business, trade or full-time occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the Property; provided, however, an Occupant may use a portion of such Occupant's Residence for such Occupant's office or studio in accordance with the Zoning Resolution of the Township, provided that the activities therein shall not interfere with the quiet enjoyment or comfort or any other Occupant and that such use does not result in the Residence becoming principally an office, school or studio instead of a residence. Nothing in this section shall prohibit the Declarant or any Builder from utilizing any Lot as a model unit, sales office, general office and related parking in connection with the construction and sale of Residences or the development of the Property.

4.7 Firearms; Preservation of Wildlife. Firearms, ammunition, and explosives of every kind shall not be discharged, nor shall any traps or snares be set, nor shall any fishing, hunting or poisoning of wildlife of any kind be permitted in or upon the Property, except for rodent control, and the control of such other animals as constitute a nuisance or cause damage to property, or except upon prior written approval of the Board.

4.8 Control of Trucks and Commercial Vehicles. No tractor trailers, commercial tractors, commercial vehicles (except for automobiles and two-axle trucks with no more than four tires), road machinery or excavating equipment shall be permitted to remain on any portion of the Property for

any period of time whatsoever, except while making deliveries or performing services thereon and except as necessary for the construction, reconstruction or repair of buildings or structures. The Board shall have the right to adopt Rules with respect to the use or storage of such vehicles within the Property in accordance with the Zoning Resolution of the Township.

4.9 Storage of Vehicles and Machinery. No truck (except a two-axle truck with no more than four tires), camper, camper trailer, recreational vehicle, boat, boat trailer, all-terrain vehicle, airplane, snowmobile, commercial vehicle, van, mobile home, tractor, bus, farm equipment, off-road vehicles or other vehicles of any kind, licensed or unlicensed, shall be stored on any driveway or other area in or upon the Property except (a) in the confines of garages or (b) in respect of automobiles in good operating condition, on driveways.

4.10 Repair or Removal of Damaged Property. In the event that any improvement, building or structure on any Lot shall be damaged or destroyed by any event, casualty or occurrence, whether intentional or unintentional, the Owner thereof promptly shall either (a) commence the repair or rebuilding of said improvement following such damage or destruction and thereafter diligently and continuously complete the same, or (b) raze said improvement, building or structure and remove all rubble and debris from the area within sixty (60) days following such damage or destruction.

4.11 Fire Pits. Fire pits may be installed within Lots only with the prior approval of the Board, subject to the provisions of this Section 4.11. Fire pits must be located behind the rear elevation of the Residence, and within the confines of the side building lines. Additionally, fire pits must be located a minimum of five (5) feet from a Residence, deck or other flammable structure. Fire pits must be located within either a concrete or other nonflammable patio area.

4.12 Signs. No sign or other advertising device of any nature shall be placed upon any portion of the Property except for signs and advertising devices installed by or at the direction of the Architectural Review Committee, or for which the Architectural Review Committee approves as to color, location, nature, size and similar characteristics. "For Rent" signs are prohibited. "For Sale" signs are permitted with the prior approval of the Architectural Review Committee as to type, size and location of such signs. Notwithstanding the foregoing, the restrictions of this Section 4.12 shall not apply to the Declarant or a Builder. Furthermore, the right to install signs and the type of signage must comply with Township requirements.

4.13 Swimming Pool and Hot Tub Restrictions. No above ground swimming pools are permitted on the Property. Wading pools, no more than two (2) feet in height, installed temporarily during the summer months are permitted in the rear of the Lot. In ground pools are permitted with the approval of the Architectural Review Committee. Hot tubs must be located directly behind the rear elevation of a Residence, on a deck or patio immediately adjacent to the Residence. No hot tub shall exceed thirty (30) square feet of surface area and a depth of three and one-half (3.5) feet. Each Owner with a swimming pool or hot tub must maintain the filtration system in proper working order, and in no case shall any swimming pool or hot tub be drained onto any portion of the Property other than the property of the swimming pool or hot tub Owner. Any approved hot tub must be kept in a



clean and sanitary condition at all times and must have covers that shall be fastened and key locked when unattended and/or not in use. Hot tubs must have the prior approval of the Architectural Review Committee.

4.14 Grading and Drainage. No Person shall change the grade on any portion of the Property without first obtaining the consent of the Architectural Review Committee. No Person shall interfere with the free flow of water through any drainage ditches or storm sewers within the Property. The Township, County and any other governmental authority having jurisdiction shall have the right to enter upon the Common Elements or Easement Areas to repair and maintain all storm, drainage, courses, ditches, structures and appurtenances for the purpose of relieving any flooding condition or threatened flooding condition which might be harmful to other property.

4.15 Poles, Wires, Antennae and DDS Satellite System. Subject to applicable easement rights, no facilities, including poles and wires, for the transmission of electricity, telephone, ham radio and the like shall be placed or maintained above the surface of the ground in any portion of the Property without the prior approval of the Architectural Review Committee and, if required by ordinance, the Township. This provision shall not apply to temporary facilities for the construction or repair of any building or other structure. A digital or direct satellite system ("DDS System"), thirty-nine (39) inches or less in diameter, may be attached to a Residence as long as the DDS System is not visible from the street, and so long as the prior approval of the location of the DDS System is given by the Architectural Review Committee and the same complies with Township zoning requirements.

4.16 Animals. No animals, livestock, reptiles or poultry of any kind shall be raised, bred or kept on any portion of the Property (including the Residences situated thereon) except that dogs, cats, birds and other customary household pets approved by the Board may be kept, subject to Rules adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or annoyance shall be permanently removed from the Property upon three (3) days written notice from the Board. Dogs shall at all times whenever they are outside a Residence be confined within a fenced-in-area (including invisible fence) or on a leash held by a responsible person.

4.17 Laundry. No clothes, sheets, blankets or laundry of any kind shall be hung out or exposed to view from any Lot or any part of the Common Elements or Easement Areas.

4.18 Sidewalks; Driveway Aprons; Street Trees. (i) With respect to any concrete sidewalk and driveway aprons which are located within a Lot or adjacent to such Lot, the Owner of such Lot shall be responsible for snow removal, maintenance and repair of such concrete sidewalk and driveway aprons; and (ii) with respect to all trees located with the tree lawn (area between the sidewalk and road pavement) which is located within a Lot or adjacent to such Lot, the Owner of such Lot shall be responsible for the maintenance of all trees, including trimming, pruning and any replacement to ensure that the road right-of-way remains unobstructed as may be required by the Township.



4.19 Violation of Article IV. If any Person required to comply with the foregoing Covenants and Restrictions is in violation of any one of the same, the Declarant (as long as the Declarant is a Member of the Association) or the Association shall have the right to give notice to such person to terminate, remove or extinguish such violation. Such notice shall expressly set forth the facts constituting such violation.

If within fifteen (15) days after written notice of such a violation reasonable steps have not been taken toward the removal, alleviation or termination of same, or if such remedial action is not prosecuted with due diligence and until satisfactory completion of same, the Declarant or the Association shall have the right to obtain an injunction from any court having jurisdiction for the cessation of such violation of this Article IV. The rights and remedies of the Declarant and the Association contained in this paragraph shall be non-exclusive and in addition to any other right or remedy available at law or in equity.

The Association or Declarant shall notify in writing the Person in violation of this Article IV of all of the costs incurred to remedy same and of any other damages to which the Association or Declarant may be entitled (a "Violation Notice"), such Violation Notice to be provided in accordance with Section 5312.11 of the Act. If the Person receiving the Violation Notice requests a hearing as provided in Section 5312.11 of the Act within ten (10) days after receipt of such Violation Notice, the Board shall hold a hearing as provided in Section 5312.11 of the Act prior to the imposition of a charge for the costs or damages set forth in the Violation Notice. If the Person in violation of this Article IV does not request a hearing within ten (10) days after receiving the Violation Notice, the right to hearing is waived and the Board may immediately impose the charge for the costs or damages. If any charges or damages imposed by the Board are not paid within ten (10) calendar days following the date on which the Board notifies the Person of the imposition of such charge or damages, then said charge or damages shall be "delinquent" and together with the Other Charges shall, upon perfection as provided in Section 9.1 become a continuing lien upon the portion of the Property owned or occupied by such Person(s) and a personal obligation of the Person(s) violating this Article. In addition, the Owner of any portion of the Property shall be liable, jointly and severally, for any violations of an Occupant of such Owner's property.

ARTICLE V. ARCHITECTURAL CONTROL

5.1 Architectural Control. No Residence, fence, shed, wall, radio or television antenna or other structure shall be erected, placed, or altered within the Property until the plans and specifications showing the nature, kind, shape, heights, materials, colors, and location of the same, and the topography, landscaping, lighting and other improvements relating thereto have been submitted to the Declarant for review and have been approved by (i) the Declarant in writing and (ii) by the Township or County building department as required by applicable law. The Declarant's written approval of plans and specifications must be obtained before the plans and specifications are submitted to the Township or County for approval and for building permits. The Declarant (or the Association upon its assumption of duties under this Section) shall have the right to charge a

reasonable fee for the review of plans and specifications. All such fees shall be paid by the applicant. Responsibility for architectural review of the plans and specifications for Residences may be retained by the Declarant, if Declarant so desires, until all Residences within the Property have been constructed. Responsibility for architectural review of plans and specifications for fences, sheds, walls and other structures (and responsibility for architectural review of plans and specifications for Residences if not retained by the Declarant as provided above) shall transfer from the Declarant to the Association at such time as, in the opinion of Declarant, the Association is able to perform this architectural review, whereupon the Board is to establish an architectural review committee comprising three (3) persons, two (2) of whom shall be Owners and one (1) of whom may (but need not) be an Owner. The Board shall then establish rules and regulations by which the Architectural Review Committee shall conduct meetings.

5.2 Scope of Review. Review and approval of any application pursuant to this Article V shall be made on the basis of aesthetic considerations only, and none of the Declarant, the Association, the Board or the Architectural Review Committee shall bear any responsibility for insuring the marketability, structural integrity or soundness of approved construction or modifications, nor for insuring compliance with building codes and other governmental requirements. None of the Declarant, the Association, the Board, the Architectural Review Committee or any member of the foregoing shall be held liable for any injury, damages, or loss arising out of either (a) the manner or quality of approved construction or modifications or (b) any failure or delay in the approval of any plans and specifications. The Declarant shall have the right to establish, and to modify from time to time, guidelines and building requirements and standards applicable to the Property and to establish, and to modify from time to time, procedures, standards and guidelines regarding the submission of plans and specifications for approval.

5.3 Construction of Residences.

(a) Each one (1) story Residence constructed upon a Lot shall have a minimum of at least two thousand (2,000) square feet of interior floor space. Each Residence of one and one-half (1.5) stories constructed upon a Lot shall have a minimum of at least two thousand three hundred (2,300) square feet of interior floor space, and each Residence of two (2) stories or more shall have a minimum of at least two thousand four hundred (2,400) square feet of interior floor space. Attics, basements, breezeways, garages, porches, patios or other enclosed areas not heated for year-round living shall not be included as interior floor space of a Residence for purposes of determining the minimum square footage required in this Section.

(b) All Residences constructed upon a Lot shall have at least a two (2) car attached garage.

(c) The exterior surfaces of all Residences shall be constructed of wood, stone, parging, brick, steel siding, aluminum siding, vinyl siding or some combination thereof, and all exterior portions of foundation walls on the front elevation shall be covered with brick, stone or cement stucco to grade.



(d) Each Residence shall be fully-landscaped, including lawns, within ten (10) months after the completion of the initial construction and all driveways and aprons shall be constructed of concrete and completed before the Residence is occupied, weather permitting.

(e) Each Residence shall have a sloping roof with a minimum pitch of six (6) to twelve (12) and a maximum pitch of fifteen (15) to twelve (12). All roofs shall be of "architectural grade" fiberglass or asphalt shingles or shale.

(f) Residences with the same front elevations shall not be constructed within one hundred (100) feet of each other. The same floor plan may be repeated within this distance, however, a different elevation is required.

(g) Residences may have simulated fireplace chimneys as long as all exterior portions of chimneys are constructed of brick, stone or other natural material. Any direct vent chimney and/or furnace shall be vented to the side or rear of the Residence only.

(h) All detached buildings must (1) contain four walls and a roof, (2) concrete floors and concrete or block footings and (3) be of the same materials, color and overall appearance of the main Residence with matching roof shingles and siding. Storage units, sheds or other detached buildings made of aluminum, PVC, plastic, Rubbermaid™ (or similar) type material shall not be permitted. All detached buildings are subject to architectural review as provided in this Article V.


(i) Heartridge Subdivision shall have a community mailbox area and mailboxes within such area shall be as required by the United States Postal Service and as approved by the Township, which mailbox area shall include a parking area if required by the Township. The mailboxes shall be installed at the expense of the Owners, which expense may be collected as an assessment by the Association at its discretion.

5.4 Variances. During the Start-Up Period, the Declarant shall have the right to grant variances from the building restrictions set forth in paragraphs (a) and (b) of Section 5.3, if, and to the extent that, the Declarant in its sole judgment determines that by reason of the shape, dimensions and/or topography of any Lot or any other reason satisfactory to the Declarant, the enforcement of such restriction would work a hardship on any Person, including, without limitation, any Builder. Any Person requesting a variance shall submit to the Declarant a variance request along with the construction plans and specifications and other documents required to be submitted to the Declarant as provided in Section 5.1.

ARTICLE VI. THE ASSOCIATION

6.1 Existence. The Association is a duly constituted non-profit corporation existing under the laws of the State of Ohio. Copies of its Articles of Incorporation and its By-Laws are marked, respectively, Exhibit C and Exhibit D, and are attached to this Declaration.

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6.2 Membership. Each Owner and Tenant (provided in respect of a Tenant, that the Tenant is also an Occupant) shall, upon becoming such, automatically become and be a Member of the Association.

In the case of an Owner, membership in the Association shall terminate upon the conveyance, transfer or assignment of record by such Owner of his Lot, at which time the new Owner shall automatically become a Member of the Association. In the case of a Tenant, membership in the Association shall cease upon the occurrence of either of the following events: (a) termination of the tenancy, or (b) the Tenant ceases to be an Occupant of the leased Residence.

Declarant shall also be a Member of the Association, but Declarant's membership shall terminate on the earlier of: (a) the date when Declarant no longer is the Owner of a fee simple interest of any part of the Property; or (b) the voluntary termination by Declarant.

6.3 Voting Rights. Members shall have those voting rights set forth herein and in the Articles of Incorporation. So long as the Declarant is a Member only the Declarant shall have the right to vote on any action to come before the Association for a vote. Thereafter, each Owner shall be entitled to exercise one (1) vote for each Lot owned by such Owner. Tenants shall have no voting rights.

6.4 Board of Trustees and Officers. The Board of Trustees shall initially be composed of three (3) Persons as provided in the By-Laws. All Board Members shall be elected by the Declarant so long as the Declarant is a Member of the Association. Thereafter, Board Members shall be elected by the voting Members at the annual meeting of the Association as provided in the By-Laws. The Board shall be vested with and shall exercise all of the powers of the Association and shall elect the officers of the Association, and shall discharge the duties and obligations of the Association and shall have all rights conferred by law, the Articles of Incorporation and the By-Laws of the Association.

6.5 Rights of the Association. Notwithstanding the rights and easements created in Article III of this Declaration, and in addition to any other right the Association shall have pursuant to this Declaration or at law, the Association shall have the right to enter or to authorize its agents to enter in or upon the Property or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct. Such entry shall be made with as little inconvenience to the Owner and Occupants thereof as is practicable and any damage caused thereby shall be repaired by the Association.


ARTICLE VII. RESPONSIBILITIES OF THE ASSOCIATION

7.1 Responsibilities of the Association. The Association shall have the exclusive duty to perform the following functions:

(a) Maintenance.

- (i) The Association shall maintain in a clean and safe condition and in good order and repair the Common Elements and Easement Areas, including the storm water management basin and any other facilities used for storm water drainage, retention or detention for Heartridge Subdivision, including, without limitation, the dredging, cleaning, siltation control, erosion control and control of weeds and other undesirable vegetation and the maintenance and replacement as necessary of any trees, shrubs and other plantings in and around the storm water management basin. Notwithstanding the foregoing, the obligation of the Association to maintain the Easement Areas (or any part thereof) shall terminate if (but only if) such areas are offered for dedication to the Township or County for public use and the Township or County accepts such dedication, which the Township or County shall be under no obligation to do.
- (ii) The Association shall maintain the open space within Heartridge Subdivision in compliance with all applicable environmental rules, regulations or procedures promulgated by any governmental entity having jurisdiction and in compliance with all restrictions and agreements governing the open space and the use and maintenance thereof. Use of open space shall be limited to conservation and similar purposes in perpetuation in an undisturbed state to preserve significant natural features and generally undistributed land. The Township is a full beneficiary of all covenants and restrictions upon the open space and no changes shall be permitted to the open space without the unanimous consent and approval of the Township Trustees.
- (iii) To the extent that the Declarant installs any community signage or other common amenities on any Lot as contemplated in Section 3.2, the Association shall maintain such signage and other amenities in a clean and safe condition and in good order and repair.
- (iv) The Association shall provide, or cause to be provided, equipment and supplies necessary for the maintenance of the Common Elements and the Easement Areas and any other property which the Association is required or has agreed to maintain from time to time.
- (v) The Township has provided the Association a license to use the areas within the cul-de-sacs of the Heartridge Subdivision to landscape and light at the discretion of the Declarant or the Associations. If any cul-de-sac is landscaped or lighted, the Association shall be solely responsible for the maintenance of such landscaping and lighting and shall ensure: (a) Snow piling areas remain open for the delivery of snow; and (b) the landscaping does not interfere with vehicular traffic. The Township shall not be

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responsible for any damage to landscaping caused by the delivery of snow to the snow piling areas.

- (vi) In case of damage or destruction to any of the facilities which are required to be maintained by the Association, the Association shall promptly restore such facilities to a condition at least equal to the condition in which they existed prior to the damage or destruction. All work performed by the Association under this paragraph shall be performed in a good and workmanlike manner.


(b) Liability of the Association. The Association and the Association's agents and employees shall not be liable for, and each Owner and Occupant waives all claims for injury or death to Persons or loss or damage to property, or any consequential or incidental damage or loss, resulting from any accident or occurrence in or upon any Residence, the Common Elements, the Easement Areas or any other part of the Property.

(c) Insurance. The Association shall obtain and maintain public liability insurance in respect of death, injury or property damage occurring in, on or about any Common Elements or Easement Areas. In addition, the Association, may, but shall not be obligated to, obtain and maintain such other insurance as it deems desirable, including, without limitation, directors' and officers' liability insurance, and fire, extended coverage, vandalism and malicious mischief insurance, insuring the improvements, if any, which may be constructed on the Common Elements and/or Easement Areas, all such insurance to be in such amounts and with such deductibles as the Association shall deem appropriate.

(d) Management. The Association shall provide the management and supervision for the maintenance and operation of the Common Elements, Easement Areas and any other facilities which the Association is required or has agreed to maintain. The Association shall establish and maintain such policies, programs and procedures to fully implement this Declaration for the purposes intended and for the benefit of the Members, including, without limitation, the establishment and maintenance of a plan for the periodic maintenance of the Common Elements, Easement Areas and any other facilities to be maintained by the Association. In addition, the Association may (but shall not be required to) adopt rules for the conduct of Members in connection with the use of the Common Elements and/or the Easement Areas and the facilities located thereon. In the event that after the Start-Up Period there are no Owners willing to serve on the Board and provide management for the Association as contemplated by this Declaration and the By-Laws, the Association shall engage a qualified property manager to carry out the duties of the Association hereunder.

(e) Construction of Facilities. The Association may authorize the construction, alteration, renovation, modification or reconstruction of any facilities located on the Common Elements and/or the Easement Areas; provided, however, no such alteration, renovation, modification or reconstruction of such facilities which requires the approval of the Township or County may be undertaken unless and until such approval is obtained.

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(f) Enforcement. The Association shall take all actions reasonably necessary in the circumstances to enforce the Covenants and Restrictions set forth in this Declaration.

(g) General. The Association 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.

7.2 Conveyance of Common Elements. Declarant shall convey such of the Common Elements that are titled in the name of the Declarant to the Association no later than ninety (90) days following the end of the Start-Up Period. Such conveyance shall have priority over all liens and encumbrances whatsoever except the easements, covenants, restrictions, and provisions of this Declaration; easements, covenants, restrictions, conditions and other similar matters of record; real estate taxes and assessments which are a lien, but are not yet due and payable at the time of said conveyance; and zoning and other ordinances, if any. The Association shall hold title to the parcels conveyed subject to the provisions of this Declaration.

ARTICLE VIII. COMMON COSTS - ASSESSMENTS

8.1 Common Costs. Each Owner (other than Declarant, to the extent provided in Section 8.8, below), whether or not it shall be so expressed in any contract, deed or other conveyance, shall be deemed to covenant and agree to pay the Association the annual Assessment for Common Costs as determined by Declarant or the Board to meet the annual Common Costs of the Association. As used in this Declaration, "Common Costs" shall mean all of the costs and expenses incurred by the Association in owning, maintaining, repairing, replacing, cleaning, preserving, upgrading, administering, managing and operating the areas and facilities which the Association is required or has agreed to maintain and in carrying out the responsibilities, duties and obligations of the Association, including, without limitation:

- (a) all expenditures required to fulfill the responsibilities of the Association outlined in Articles IV and VII of this Declaration;
- (b) the costs of any insurance carried by the Association;
- (c) the costs of utilities and other services which may be provided by the Association whether for the Common Elements and/or the Easement Areas and/or licensed areas and any facilities located thereon or for any other purpose;
- (d) the cost of funding all reserves established by the Association, including, without limitation, a general operating reserve and a reserve for capital expenditures;
- (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, without limitation, (i) reimbursement of the Declarant for any out-of-pocket costs incurred by the Declarant in fulfilling any of the responsibilities of the

Association during the Start-Up Period, and (ii) repayment of any loans or advances made by the Declarant to fund Association costs and expenses.

8.2 Operating Budget and Annual Assessments. The Declarant or the Board shall prepare or cause the preparation of an annual operating budget for the Association and shall fix the amount of the annual Assessment against each Lot. Written notice of the annual Assessment shall be sent to each Owner. Payment of Assessments may be required on a monthly, quarterly, semi-annual or annual basis as determined by the Declarant or the Board. The Declarant shall have the right to collect the annual Assessment (or prorated portion thereof) for the first year from any purchaser acquiring title to a Lot from the Declarant at the time of transfer of title of such Lot from the Declarant to such purchaser. No person liable for the payment of an Assessment may be exempt from liability for the payment of an Assessment by abandonment of any Residence or by the abandonment or waiver of any right to use or benefit from the Easement Areas or any facilities located thereon.

8.3 Payment of Common Costs. Each Owner, other than the Declarant (to the extent provided in Section 8.8, below), shall pay his proportionate share of Common Costs by payment of Assessments in such amount as shall be established by the Board from time to time. The annual Assessments for the first full year following the filing of this Declaration for record shall be One Hundred Dollars (\$100.00) per Lot. The Board shall establish a budget and set the Assessments for each year thereafter.

8.4 Assessments. Assessments for the Common Costs, extraordinary expenditures, and all other charges shall be made in accordance with the Act and in the manner provided herein and in the By-Laws of the Association. All Assessments made by the Association shall be of uniform amount in accordance with the provisions of this Declaration, and each Owner (other than the Declarant, to the extent provided in Section 8.8, below) hereby covenants to pay the Assessments levied against him in such manner and at such times as provided herein and in the By-Laws.

8.5 Creation of Lien and Personal Obligation. If a Person liable for the payment of an Assessment shall fail to pay the same when due, the Association shall notify said Person, in writing, of his failure to make said payment. In the event that the Assessment is not paid within ten (10) calendar days following said notification, then such Assessment shall be "delinquent" and, together with the Other Charges shall, upon "perfection" as provided in Section 9.1, become a continuing lien upon the portion of the Property owned or occupied by such Person and a personal obligation of the Person who has not paid said Assessment. A Co-Owner of a Lot shall be personally liable, jointly and severally, with all other Co-Owners for all Assessments made by the Association in respect of said Lot.

8.6 Non-Liability of Foreclosure Sale Purchaser for Past-Due Amounts. Where the holder of a first mortgage of record acquires an Ownership Interest as a result of foreclosure of the mortgage or of the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the assessments levied against the Owner of such Ownership Interest prior to its acquisition of the Ownership Interest. Any funds received on the judicial sale of the



Ownership Interest in excess of the mortgage lien, the court costs and real estate taxes and assessments shall, however, be paid over to the Association to apply on all Assessments owed. The Owner of an Ownership Interest prior to the judicial sale thereof, and such owner's heirs, executors, administrators, personal representatives, successors and assigns shall be and remain personally and primarily liable, jointly and severally, for the Assessments accruing against the judicially sold Ownership Interest prior to the date of the judicial sale, as provided in this Article VIII, but any unpaid part of the Assessment shall be deemed to be Common Costs and shall be assessed and levied against all of the other Owners including the Owner of the Ownership Interest foreclosed.

8.7 Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of an Ownership Interest, the grantee of the Ownership Interest shall be jointly and severally liable with the grantor for all unpaid assessments levied pursuant to this Declaration against the grantor and the Ownership Interest prior to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such prospective grantee shall upon written request delivered to the President or Secretary of the Association, be entitled to a statement from the Board setting forth the amount of all unpaid Assessments due the Association in respect of the Ownership Interest to be conveyed, and such grantee shall not be liable for, nor shall the Ownership Interest conveyed be subject to a lien for, any unpaid Assessments which become due prior to the date of the making of such request if the same are not set forth in such statement. A devise of an Ownership Interest or the distribution of said Ownership Interest pursuant to the Statute of Descent and Distribution shall be deemed to be a voluntary conveyance.

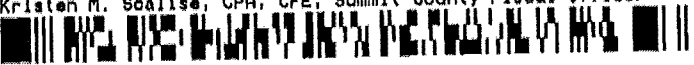
8.8 Exemption From Liens and Assessments. Notwithstanding anything in this Declaration to the contrary, all properties to the extent of any easement or other interest therein dedicated and accepted by the Township or County and devoted to public use, shall be exempted from the Assessments and liens created herein. In addition, all properties owned by the Declarant shall be exempted from the Assessments and liens created herein.

ARTICLE IX. LIENS

9.1 Perfection of Liens. If any Owner shall fail to pay when due any Assessment levied in accordance with this Declaration or any other amount due in accordance with the provisions of this Declaration (such Owner hereinafter referred to as the "Delinquent Person") and such Assessment or amount is delinquent pursuant to the provisions of this Declaration, the Board may authorize the perfection of a lien on the Ownership Interest of the Delinquent Person in the Property by filing for record with the Summit County, Ohio Fiscal Officer, a certificate of lien. The certificate of lien shall be in recordable form and shall include the following:

- (a) the name of the Delinquent Person;
- (b) a description of the land owned by the Delinquent Person;

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- (c) the entire amount claimed, including the amount of any delinquency and other charges;
- (d) a statement referring to the provisions of this Declaration and lien authorization.

9.2 Duration of Lien. Said lien shall remain valid for a period of five (5) years from the time of filing of said certificate of lien, unless sooner released or satisfied in the same manner provided by law for the release or satisfaction of mortgages on real property, or discharged by the final judgment or order of a court in an action brought to discharge such lien or unless an action for foreclosure shall be commenced in respect of such lien within said five (5) year period.

9.3 Priority. A lien perfected pursuant to this Article IX shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of bona fide first mortgagees, and may be foreclosed in the same manner as a mortgage in real property in an action brought by the Association after authorization from the Board. In any such foreclosure action, the person affected shall be required to pay reasonable rental for such Ownership Interest during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. Any funds received on the judicial sale of the Delinquent Person's Ownership Interest in excess of the mortgage liens, the court costs and tax and assessment liens shall be paid over to the Association to the extent of its lien.

9.4 Dispute as to Assessment. Any Person who believes that any Assessment levied by the Association for which a certificate of lien has been filed by the Association has been improperly determined, may bring an action in the Court of Common Pleas of Summit County, Ohio, for discharge of all or any portion of such lien; but until such court shall determine that the lien is improper, the lien shall continue until the lien is paid in full; and the Association may counterclaim in such action for foreclosure of the amount of lien found to be due.

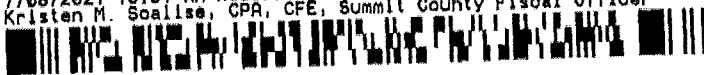
9.5 No Waiver Implied. The creation of a lien upon any Ownership Interest owned by a Delinquent Person shall not waive, preclude nor prejudice the Association from pursuing any and all other remedies granted to it elsewhere in this Declaration, at law or in equity.

9.6 Personal Obligations. The obligations created pursuant to this Declaration shall be and remain the personal obligations of the Delinquent Person until fully paid, discharged or abated as well as being obligations which run with the land and binding on the heirs, executors, administrators, personal representatives, successors and assigns of such Delinquent Person.

ARTICLE X. REMEDIES OF THE ASSOCIATION

10.1 Specific Remedies. A violation of any Rule or the breach of any Covenants and Restrictions shall give the Association and the Declarant the right, in addition to all other rights herein set forth and those provided by law or in equity,

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- (a) to deny the violating or breaching Owner or Occupant the right to vote on Association matters unless and until such violation or breach is cured;
- (b) to enter upon the Lot or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the holder of the Ownership Interest where the violation or breach exists, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration, the By-Laws of this Association or the Rules, and the Declarant or the Association and their respective agents shall not thereby be deemed guilty in any manner of trespass;
- (c) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; and/or
- (d) to commence and prosecute any action to recover any damages which may have been sustained by the Association or any of its Members.

10.2 Cost of Collection. If any Person fails to pay any Assessment when due or upon delinquency in payment of any sums or costs due under this Declaration, Declarant or the Association may pursue any or all of the following remedies, which shall be in addition to any other remedy available in this Declaration, at law or in equity:

- (a) Assess against such Owner "liquidated damages" not to exceed fifteen percent (15%) of the amount of the delinquency or One Hundred Dollars (\$100), whichever is greater, said amount to be determined by the Board. Said liquidated damages shall be in addition to the Other Charges;
- (b) sue and collect from such Person the amount due and payable, together with the Other Charges;
- (c) foreclose a lien filed in accordance with Article IX of this Declaration in the same manner as provided by the laws of the State of Ohio for the foreclosure of real estate mortgages.

10.3 Binding Effect. The remedies provided in this Article X against a Delinquent Person may also be pursued against the heirs, administrators, executors, successors, assigns and grantees of such Person.

ARTICLE XI. RIGHTS RESERVED TO DECLARANT

11.1 Rights Reserved by Declarant. Declarant hereby reserves the following rights and easements:




- (a) The right and easement for itself and owners of nearby lands to whom Declarant, in Declarant's sole discretion, may grant the same right and easement, to tie into, use, repair, maintain and replace without charge any and all common lines, pipes, utilities, conduits, ducts, wires, cables and rights-of-way in, on, or over the Property or any part thereof that will not materially interfere with the use or operation of a building or structure or other improvement thereon, in connection with the development and/or operation of real property. Any damage to buildings, improvements and real estate (including landscaping, if any) caused thereby shall be promptly repaired and restored to its prior condition by the party to whom such right and easement had been granted.
- (b) The right to grant or enter into any easements or covenants for the installation, maintenance, service or operation of any and all common lines, pipes, utilities, conduits, ducts, wires, cables, and rights-of-way in, on, or over the Property, or any part thereof that will not materially interfere with the use or operation of a building, structure or other improvement thereon. Any damage caused thereby shall be promptly repaired and the land shall be restored to its prior condition.
- (c) The right to enter into covenants and easements with any utility or public authority which Declarant believes, in its sole discretion, to be in the best interests of the development of the Property.
- (d) The right to perform or cause to be performed such work as is incident to the completion of the development and improvement of the Property owned or controlled by the Declarant, notwithstanding any covenant, easement, restriction or provision of this Declaration or its exhibits, which may be to the contrary.
- (e) The right to impose, reserve or enter into additional covenants, easements and restrictions with grantees of Lots as long as such additional easements, covenants and restrictions are not in conflict with the rights, duties and obligations of Owners as set forth in this Declaration.

11.2 Ingress and Egress. Each reservation, right and easement specified or permitted pursuant to this Article shall include the right of ingress and egress for the full utilization and enjoyment of the rights reserved and/or granted herein. Any easements or rights referred to in this Article, whether granted by Declarant prior to the filing of this Declaration or subsequent thereto, shall at all times have priority over the provisions of this Declaration and any lien created under this Declaration.

ARTICLE XII. GENERAL PROVISIONS

12.1 Covenants Run With the Land; Binding Effect. All of the easements, covenants, and restrictions which are imposed upon, granted and/or reserved in this Declaration, including, without

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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



limitation, payment of Assessments, constitute easements, covenants and restrictions running with the land and are binding upon every subsequent transferee of all or any part thereof including, without limitation, grantees, Tenants and Owners.

Each grantee accepting a deed or Tenant accepting a lease (whether oral or written) which conveys any interest in any portion of the Property, whether or not the same incorporates or refers to this Declaration, covenants for himself or herself, his or heirs, personal representatives, successors and assigns, to observe, perform and be bound by the provisions of this Declaration.

12.2 Duration of Easements, Covenants and Restrictions. The term of this Declaration and the Covenants and Restrictions which are imposed, granted and/or reserved upon all or any part of the Property by this Declaration shall end upon the date all of the Owners of all of the real property within the Property agree, in writing, in recordable form, to terminate this Declaration and such writing is filed with the Summit County, Ohio Fiscal Officer.

12.3 Plural Owners. In the event that any Owner shall hold title to any portion of the Property as a joint tenant, tenant in common or in any other manner with one or more other Persons (hereinafter referred to as a "Co-Owner"), the signature of any one of the Co-Owners shall be binding upon and shall be effective as an authorization from all of the other Owners of such portion of the Property. In addition, the vote cast at any meeting of the Association by one such Co-Owner shall be binding upon and shall be effective as an authorized vote from all of the Co-Owners of such portion of the Property. If two or more Co-Owners vote, their vote shall be divided equally among them unless they otherwise agree in writing delivered to the Secretary of the Association at the time immediately prior to the taking of the vote; for example, if four persons have three votes and if each of the four persons votes, the votes of each shall be three-quarters (3/4) of a vote.

12.4 Notices. Any notices required to be given to any Owner or Occupant under the provisions of this Declaration shall be deemed to have been given when personally delivered to such Owner's or Occupant's Residence in Heartridge Subdivision, or mailed, postage prepaid, to the last known address of such Person or principal place of business of a corporation; provided, however, that notice of a "delinquency" of any payment due hereunder shall be made by personal delivery to such Residence or principal place of business of a corporation, or by certified or registered mail, return receipt requested. The effective date of such notice shall be the date said notice is personally delivered or postmarked, as the case may be.

12.5 Enforcement - Waiver. The enforcement of the easements, covenants and restrictions set forth in this Declaration may 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 against the Person or Ownership Interest, or to enforce any lien created by the covenants of this Declaration. The failure by the Association or anyone permitted by this Declaration to enforce any Covenant or Restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.


12.6 Construction of the Provisions of this Declaration. The Association and the Declarant shall have the right to construe and interpret the provisions of this Declaration and in the absence of an adjudication by arbitrator(s) (as expressly provided in this Declaration) or a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all Persons or property which benefit or which are bound by the provisions hereof. Any conflict between any construction or interpretation by the Association or the Declarant and that of any Person entitled to enforce the provisions hereof shall be resolved in favor of the construction of or interpretation of the Association or the Declarant, as the case may be.

The Association may adopt and promulgate rules regarding the administration, interpretation and enforcement of the provisions of this Declaration. In so adopting rules and making any findings, determination, ruling or order, or in carrying out any directive contained herein relating to the issuance of permits, authorizations, approvals, rules or regulations, the Association shall take into consideration the best interests of the Declarant, Owners, Tenants and Occupants of the Property to the end that the Property shall be preserved and maintained as a high-quality, residential community.

12.7 Amendments. The terms and conditions of this Declaration may be amended, annulled or waived by any instrument in writing recorded in the records of the Summit County, Ohio Fiscal Officer, in the following manner and subject to the following conditions:

- (a) During the Start-Up Period, Declarant shall have the sole right and power of granting waivers to provisions of this Declaration and amending this Declaration in a manner consistent with the Zoning Resolution of the Township provided no such amendment shall materially and adversely affect the value of existing Residences or shall prevent a Residence from being used by the Owner in the same manner that said Residence was being used prior to the adoption of such amendment. No such amendment or waiver shall be undertaken by another Person without the prior written and recordable consent of the Declarant.
- (b) Except as expressly provided in this Declaration, and after the end of the Start-Up Period, any provision of this Declaration may be amended or repealed following a meeting of Members held for such purpose, by the affirmative vote of Members holding at least seventy five percent (75%) of the voting power of the Association unless a greater percentage is required by this Declaration or in accordance with Ohio law; provided, however, that any amendment which would terminate or materially affect the easements set forth in Article III of this Declaration shall not be amended (except as expressly provided to the contrary in this Declaration) unless all Persons whose rights are terminated or materially affected shall affirmatively consent in writing to such amendment. Written notice shall be given to each Member at least ten (10) days in advance of the date of the meeting held for the purpose of amending this Declaration, which notice shall expressly state the amendment to be considered at such meeting. Each such amendment shall be effective when (i) signed by the President and one other officer of the Association, (ii) approved in writing by the

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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



Township if and as required by the Zoning Resolution of the Township, and (iii) filed for record with the Summit County, Ohio Fiscal Officer.

- (c) In addition to the above, the Association shall have the right to amend this Declaration, the Articles of Incorporation, and/or the By-Laws without the consent of any Person to correct errors of omission or commission or as required to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans Administration, or any other governmental agency or public, quasi-public, or private entity which performs, or may in the future perform, functions similar to those currently performed by such entities, or to bring the Declaration, the Articles of Incorporation and/or the By-Laws, in compliance with the applicable laws, statutes and ordinances.
- (d) Declarant shall have the sole right and power to execute and record any Supplemental Declaration, and approval from or consent by the Association or any Owner shall not be required in connection with any Supplemental Declaration, except that after the end of the Start-Up Period, no Supplemental Declaration deleting property from that which is covered by this Declaration shall be unless the same is approved in the manner provided in Paragraph (b), above.
- (e) Except as stated above, the Articles of Incorporation and the By-Laws of the Association may be amended in the manner so provided in such documents.

12.8 Severability. The severability, invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

12.9 Attorneys' Fees. In the event of any litigation arising out of this Declaration, the prevailing party to the extent permitted by law shall be entitled to reimbursement of the costs and expenses thereof from the other party, including reasonable attorneys' fees and disbursements of counsel, including such costs, expenses and fees incurred on appeals of such litigation.

12.10 Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the date of the survivor of the now living descendants of Joseph Biden, President of the United States of America, and Kamala Harris, Vice President of the United States of America.

(signatures on following page)

IN WITNESS WHEREOF, the Declarant and the Association have executed this Declaration as of the day and year first above written.

DECLARANT:

SAGAMORE LAND PROPERTIES, LLC

By: Ronald Martin
Ronald Martin, Manager

ASSOCIATION:

HEARTRIDGE SUBDIVISION
OWNERS' ASSOCIATION

By: Ronald Martin
Ronald Martin, President


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Kristen M. Soalise, CPA, CFE, Summit County Fiscal Officer




STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 4 day of May, 2021, by Ronald Martin, the Manager of Sagamore Land Properties, LLC, an Ohio limited liability company, on behalf of said company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

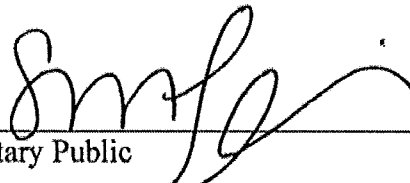


Notary Public




STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 4 day of May, 2021, by Ronald Martin, President of Heartridge Subdivision Owners' Association, an Ohio non-profit corporation, on behalf of the corporation. This is an acknowledgment clause. No oath or affirmation was administered to the signer.



Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

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Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer





LEGAL DESCRIPTION
Consolidated Parcel
Sagamore Land Properties LLC
103.9850 Acres

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio, and known as being part of Original Northfield Township Lots 71, 81 and 82, further known as being a consolidation of all of those parcels of land conveyed to Sagamore Land Properties LLC by deeds recorded in Reception Number 56067265 and Reception Number 56595500 of Summit County Records and being more particularly bounded and described as follows:

Beginning at 3/4" iron pin monument found on the centerline of Sagamore Road, C.H. 1, at an intersection with the centerline of Dunham Road, C.H. 510; thence along the centerline of Sagamore Rd. S 89°57'19" W a distance of 969.04' to a 3/4" iron pin monument found at an angle point therein; thence continuing along the centerline of Sagamore Road S 89°57'31" W a distance of 728.61' to the northwest corner of land conveyed to Eunice A. Bardoun by deed recorded in Deed Volume 6855, Page 766 of Summit County Records and the PRINCIPAL PLACE OF BEGINNING of the herein described parcel of land;

Course 1. Thence along the westerly line of land so conveyed to Eunice A. Bardoun, S 00°02'29" E, passing over the southerly line of Sagamore Road at a distance of 30.00', said point being witnessed by a 5/8" iron pin found N74°50' W a distance of 0.24' therefrom, a total distance of 350.00' to the southwesterly corner thereof and on the northerly line of Sagamore Sites Subdivision as recorded in Plat Volume 47, Page 128 of Summit County Records, said point being witnessed by a nail found 0.05' north therefrom;

Course 2. Thence along the northerly line of said subdivision, S 89°57'31" W a distance of 133.18' to the northwesterly corner thereof, said point being witnessed by a 3/4" iron pipe found N49°47' W a distance of 0.20' therefrom;

Course 3. Thence along the westerly line of said subdivision, S 02°43'49" E a distance of 719.70' to the southwesterly corner thereof, said point being witnessed by a 3/4" square iron pin found N 88°57' W a distance of 0.80' therefrom;

Course 4. Thence along the southerly line of said subdivision and continuing along the southerly line of lands formerly conveyed to J.A. Haffner, Sr., S 89°59'47" E, passing over a 3/4" iron pinch pipe found at a distance of 1713.94', a total distance of 1739.08' to the centerline of Dunham Road;

Course 5. Thence along the centerline of Dunham Road, S 07°20'12" E a distance of 196.60' to a 5/8" iron pin found at an angle point therein;

Course 6. Thence continuing along the centerline of Dunham Road, S 16°30'26" E a distance of 387.42' to the northeast corner of lands formerly conveyed to A.L. and H.L. Heiser by deed recorded in Volume 5219, Page 356 of Summit County Records;

Course 7. Thence along the northerly line of said lands formerly conveyed to Heiser, S 88°01'05" W, passing over the westerly line of Dunham Road at a distance of 25.85', said point being witnessed by a 3/4" iron pin found N47°11' E a distance of 0.12' therefrom, a total distance of 725.71' to the northwesterly corner thereof, said point being witnessed by a 1/2" iron pin found S05°32' E a distance of 0.09' therefrom;

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Kristen N. Scallise, CPA, CEE, Summit County Fiscal Officer
DOC # 56556313

Course 8. Thence along the westerly line of said lands conveyed to Heiser, and continuing along the westerly line of lands formerly conveyed to V.R. Lalli by deed recorded in Volume 7233, Page 422 of Summit County Records, and the westerly line of High-View Acres Subdivision as recorded in Plat Volume 60, Page 5 of Summit County Records S 01°34'04" E a distance of 922.46' to the southwesterly corner of said subdivision, also being on the northerly line of lands formerly conveyed to Janet S. Casto by Official Record 113, Page 705 of Summit County Records, said point being witnessed by a 2" concrete-filled iron pipe found 2.65' south therefrom;

Course 9. Thence along the northerly line of said lands formerly conveyed to Casto and continuing along the northerly line of Towpath Park Subdivision as recorded in Plat Cabinet K, Slide 650 of Summit County Records, S 89°29'38" W a distance of 1152.00' to a 5/8" iron pin found at the southwest corner of said Original Lot 71;

Course 10. Thence along the southerly line of Original Lot 81, also being the northerly line of lands formerly conveyed to H.J. and I. Donzalski by deed recorded in Volume 3304, Page 142 of Summit County Records, S 89°58'20" W a distance of 248.77' to a 1" iron pipe found at the northwesterly corner of Parcel No. 1 of lands conveyed to Theodore and Connie M. Bodnovich, Trustees by deed recorded in Reception Number 56038015 of Summit County Records;

Course 11. Thence along the westerly line of Parcel Nos. 1 and 2 of said Bodnovich lands, and along the westerly line of lands conveyed to Summit Land Properties, LLC by deed recorded in Reception Number 56301058 of Summit County Records, S 01°35' 28" E a distance of 946.86' to a 5/8" iron pin set;

Course 12. Thence S 88°24' 32" W a distance of 113.61' to a 5/8" iron pin set;

Course 13. Thence S 01°35' 28" E and passing through a 5/8" iron pin set on the northwesterly line of Valley View Road, 100 feet wide, at 391.36', a total distance of 441.85' to a point in the centerline of said Valley View Road;

Course 14. Thence along the centerline of Valley View Road, S 80°25' 27" W a distance of 81.78' to the southeasterly corner of lands conveyed to Thomas J. and Deborah A. Domzalski by deed recorded in Official Record Volume 1942, Page 630 of Summit County Records;

Course 15. Thence along the easterly line of said Domzalski lands, passing over the northwesterly line of Valley View Road at 50.49 feet, said point being witnessed by a 5/8" iron pin found distant N 38°18' W, 0.11' therefrom, N 01°35'28" W a distance of 600.00' to the northeasterly corner thereof, said point being witnessed by a 5/8" iron pin found distant S 48°29' W, 0.27' therefrom;

Course 16. Thence along the northerly line of said Domzalski lands, S 81°28'56" W a distance of 238.51' to the southwesterly corner thereof, said point being located on an easterly line of lands conveyed to Cleveland Electric Illuminating Company by deed recorded in Official Record Volume 4638, Page 357 of Summit County Records and being witnessed by a 5/8" iron pin found distant N 64°23' W, 0.27' therefrom;

Course 17. Thence along an easterly line of said Cleveland Electric Illuminating Company lands, N 05°38'36" W a distance of 500.50' to an angle therein, said point being witnessed by a 5/8" iron pin with "Ferris 6970" ID cap found distant N 73°14' W, 0.15' therefrom;

Course 18. Thence along an easterly line of said Cleveland Electric Illuminating Company lands, N 04°04'20" E a distance of 343.08' to a 5/8" iron pin with "Ferris 6970" ID cap found at its intersection with the southerly line of the aforementioned Lot 81;

Course 19. Thence along the southerly line of Original Lot 81, also being a northerly line said Cleveland Electric Illuminating Company lands, S 89°58'20" W a distance of 122.25' to a 5/8" iron pin set on the easterly line of lands conveyed to the Cleveland Electric Illuminating Company by deed recorded in Volume 4867, Page 194 of Summit County Records;


Course 20. Thence along the easterly line of said lands conveyed to the Cleveland Electric Illuminating Company, N 01°15'10" W a distance of 1395.78' to a 5/8" iron pin with "D.G. Bohning Assoc." cap found at an angle point therein;

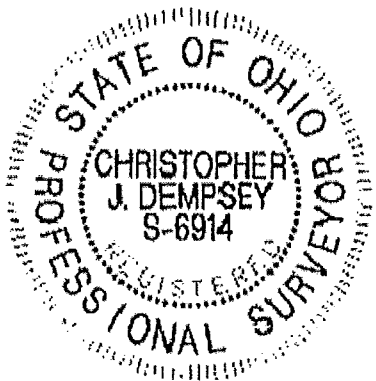
Course 21. Thence continuing along the easterly line of said lands conveyed to the Cleveland Electric Illuminating Company, N 11°07'51" E and passing through a 5/8" iron pin set on the southerly line of Sagamore Road at 1189.76', a total distance of 1220.34' to a point on the centerline of Sagamore Road and the north line of said Original Lot 81;

Course 22. Thence along the centerline of Sagamore Road, N 89°57'31" E a distance of 675.34' to the principal place of beginning, having an area of 4,529,588 square feet or 103.9850 acres, including 14,614 square feet (0.3355 acre) within the right of way of Dunham Road, 4,089 square feet (0.0939 acre) within the right of way of Valley View Road, and 20,349 square feet (0.4672 acre) within the right of way of Sagamore Road, according to a survey by Christopher Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company, dated June 3, 2020.

Basis of Bearings: Bearings are referenced to Grid North, Ohio State Plane Coordinate System (North Zone), NAD 83 datum.

Note: Iron pins set are 5/8" in diameter, 30" in length and bear a yellow plastic cap stamped "C. Dempsey-PS 6914".


Christopher Dempsey
Professional Surveyor No. 6914



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Kristen M. Soalisse, CPA, CFE, Summit County Fiscal Officer

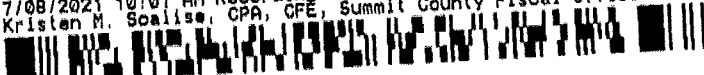
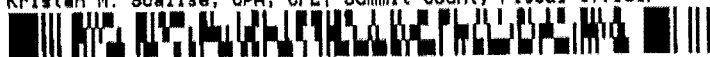


EXHIBIT B

PHASE 1 PLAT

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Kristen M. Scalise, CPA, CRE, Summit County Fiscal Officer



DUU R 000000033

HEARTRIDGE SUBDIVISION PHASE 1

SITUATED IN THE TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT AND STATE OF OHIO
 AND KNOWN AS BEING PART OF ORIGINAL NORTHFIELD TOWNSHIP LOT NOS. 71, 81 AND 82.

| | |
|-----------------|------------------|
| AUDITOR'S STAMP | RECORDER'S STAMP |
| | |

ACCEPTANCE, DEDICATION AND GRANT OF EASEMENTS

I, PAUL KANZER, MEMBER OF SAGAMORE LAND PROPERTIES LLC, AN OHIO LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN WITHIN THIS PLAN, DO HEREBY ACCEPT THIS PLAN TO BE THE FREE ACT AND DEED OF SAID SAGAMORE LAND PROPERTIES LLC AND TO VEST TITLE TO PUBLIC USE PURPOSES THAT PORTION OF LAND OWNED BY IT INCLUDES IN HEARTRIDGE DRIVE, HARTBORNE DRIVE, VALLEY VIEW ROAD, SAGAMORE ROAD AND SUMMIT ROAD AND THE EASEMENTS AS SHOWN HEREON. I HEREBY ALSO GRANT UNDER THE SUMMIT COUNTY DEPARTMENT OF SANITARY SERVICE'S JURISDICTION THE SANITARY SEWER EASEMENTS INCLUDING THE RIGHT TO ACCESS AND REPAIR AND ACCESS TO AND FROM THE SANITARY SEWER AND LOCATIONS SHOWN, UNDER AND THROUGH THE SUBJECTS AND ALL THE AIR ABOVE THE SAME, REPAIR AND OPERATION OF THE SANITARY SEWER AND RELATE THEREON LOCATED THEREON.

I DO ALSO HEREBY GRANT UNDER THE COUNTY OF SUMMIT THE STORM SEWER EASEMENTS AND STORMWATER MANAGEMENT EASEMENTS AS SHOWN HEREON AND TO BE LIEFOLD ON THE PLAN WITHIN THIS SUBDIVISION, ALONG WITH RIGHTS AND RESPONSIBILITIES TO ACCESS AND MAINTAIN EGRESS, WINDMILL, PUMP, MANHOLES, DITCHES, SHEDS, AND/OR APPURTENANCES. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT WITHOUT LIMITY THEREON TO REMOVE TREES AND LANDSCAPING INCLUDING LAWN, WITHIN SAID EASEMENT AREAS WHICH MAY INTERFERE WITH THE INSTALLATION, MAINTENANCE, REPAIR OR OPERATION OF SAID PIPE, MANHOLES, DITCHES, SHEDS, AND/OR APPURTENANCES.

I DO ALSO HEREBY GRANT UNDER THE HEARTRIDGE SUBDIVISION "OWNER'S ASSOCIATION", AS REFERENCED IN THE DECLARATION OF TOWNSHIP COVENANTS, COVENANTS AND RESTRICTIONS - HEARTRIDGE SUBDIVISION, SAGAMORE HILLS, COUNTY OF SUMMIT COUNTY, OHIO, THE RIGHTS AND RESPONSIBILITIES TO MAINTAIN THE LAND AND FACILITIES WITHIN THE STORM SEWER EASEMENT AND STORMWATER MANAGEMENT EASEMENT IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, COVENANTS AND RESTRICTIONS AS RECORDED IN SUMMIT COUNTY DOCUMENT NO. _____

TAX PARCEL NUMBER _____
 STATE OF _____
 COUNTY OF _____

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED SAGAMORE LAND PROPERTIES LLC, AN OHIO LIMITED LIABILITY COMPANY BY PAUL KANZER, ITS MEMBER, WHO ACKNOWLEDGES THAT HE IS SAID OWNER OF THE FOREGOING INSTRUMENT, AND THAT THE SAME ARE HIS FREE ACT AND DEED SOVEREIGNLY AND IN SUCH CAPACITY, AND THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ THIS _____ DAY OF _____ 2021.

BY COMMISSION EXPIRES _____
 NOTARY PUBLIC
 PRINT NAME _____

ACCEPTANCE AND DEDICATION

I, PAUL KANZER, MEMBER OF SAGAMORE LAND PROPERTIES LLC, AN OHIO LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN WITHIN THIS PLAN, DO HEREBY ACCEPT THIS PLAN TO BE THE FREE ACT AND DEED OF SAID SAGAMORE LAND PROPERTIES LLC AND TO VEST TITLE TO PUBLIC USE PURPOSES THAT PORTION OF LAND OWNED BY IT INCLUDES IN VALLEY VIEW ROAD AS SHOWN HEREON.

TAX PARCEL NUMBER _____
 STATE OF _____
 COUNTY OF _____

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED SAGAMORE LAND PROPERTIES LLC, AN OHIO LIMITED LIABILITY COMPANY BY PAUL KANZER, ITS MEMBER, WHO ACKNOWLEDGES THAT HE IS SAID OWNER OF THE FOREGOING INSTRUMENT, AND THAT THE SAME ARE HIS FREE ACT AND DEED SOVEREIGNLY AND IN SUCH CAPACITY, AND THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____ THIS _____ DAY OF _____ 2021.

BY COMMISSION EXPIRES _____
 NOTARY PUBLIC
 PRINT NAME _____

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR HEARTRIDGE SUBDIVISION

"COMMON ELEMENTS" ALL REAL AND PERSONAL PROPERTY NOW OR HEREINAFTER OWNED BY THE ASSOCIATION OR OTHERWISE HELD FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OR OCCUPANTS. COMMON ELEMENTS SHALL INCLUDE (A) THE UNDEVELOPED INTERIOR TO THE PROPERTY OFF HARTBORNE DRIVE, IF ANY, (B) ANY UNDEVELOPED BLANDS WITHIN EACH CUL-DE-SAC, AND (C) ANY OTHER AREA OF LAND WITHIN THE PROPERTY INTERESTS FOR THE COMMON USE, BENEFIT, AND ENJOYMENT OF ALL OCCUPANTS OF THE PROPERTY. COMMON ELEMENTS DOES NOT MEAN OR IMPLY THAT THE PUBLIC AT LARGE ACQUIRES ANY EASEMENT OF USE OR ENJOYMENT THEREIN.

ARTICLE VII. RESPONSIBILITIES OF THE ASSOCIATION. I. RESPONSIBILITIES OF THE ASSOCIATION. THE ASSOCIATION SHALL HAVE THE FOLLOWING DUTY TO PERFORM THE FOLLOWING FUNCTIONS: (A) MAINTENANCE; (B) THE ASSOCIATION SHALL MAINTAIN IN A CLEAN AND SAFE CONDITION AND IN GOOD ORDER AND REPAIR THE COMMON ELEMENTS AND EASEMENT AREAS, INCLUDING THE STORM WATER MANAGEMENT BASIN AND ANY OTHER FACILITIES USED FOR STORM WATER DRAINAGE, RETENTION OR DETENTION FOR HEARTRIDGE SUBDIVISION, INCLUDING, WITHOUT LIMITATION, THE DRAINAGE, CLEANING, RELATION CONTROL, EROSION CONTROL AND CONTROL OF WEEDS AND OTHER UNDESIRABLE VEGETATION, AND THE MAINTENANCE AND REPLACEMENT AS NECESSARY OF ANY TREES, SHRUBS AND OTHER PLANTINGS IN AND AROUND THE STORM WATER MANAGEMENT BASIN. CONTINUING THE FOREGOING, THE OBLIGATION OF THE ASSOCIATION TO MAINTAIN THE EASEMENT AREAS FOR ANY PART INTERPERSONAL, REMAINS THE SAME AS SUCH AREAS ARE OFFERED FOR DEDICATION TO THE TOWNSHIP OR COUNTY FOR PUBLIC USE AND THE TOWNSHIP OR COUNTY ACCEPTS SUCH DEDICATION, WHICH THE TOWNSHIP OR COUNTY SHALL BE UNDER NO OBLIGATION TO DO.

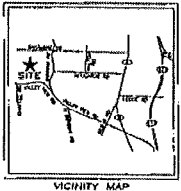
DRAINAGE MAINTENANCE ASSESSMENT

ALL FEE HOLDERS AND ALL RECEIVING PLOTS TO THE FEE THROUGH THEM ARE SUBJECT TO PAYMENT OF DRAINAGE MAINTENANCE FEES ASSESSED OR TO BE ASSESSED BY THE COUNTY OF SUMMIT PURSUANT TO O.A.C. CHAPTER 6137.

OWNERS OF RECORD SHALL PROVIDE PURCHASER WITH OPTION TO HAVE SOL TEST PERFORMED AT TIME OF PURCHASE.

NOTE:

THE CONSTRUCTION OF ANY ACCESSORY BUILDING, LANDSCAPING WINDMILLS OR OTHER LANDSCAPING FEATURES AND FENCES WITHIN A STORMWATER MANAGEMENT/EASEMENT IS PROHIBITED.



PHASE I SUBDIVISION AREA TABULATION

| | |
|--|--------------|
| NUMBER OF SUBLOTS | 41 |
| AREA OF SUBLOTS | 11.9844 AC. |
| AREA OF BLOCK A | 87.2803 AC. |
| AREA OF BLOCK B | 0.2882 AC. |
| AREA OF BLOCK C | 0.3429 AC. |
| AREA OF HEARTRIDGE DRIVE AND HARTBORNE DRIVE | 3.2349 AC. |
| AREA IN DURHAM ROAD R/W | 0.3355 AC. |
| AREA IN VALLEY VIEW ROAD* | 0.2253 AC. |
| AREA IN SAGAMORE ROAD R/W | 0.4677 AC. |
| TOTAL AREA | 104.1165 AC. |

*AREA IN VALLEY VIEW DEDICATED BY SUMMIT LAND PROPERTIES, LLC - 0.1317 AC.
 *AREA IN VALLEY VIEW DEDICATED BY SAGAMORE LAND PROPERTIES, LLC - 0.0938 AC.

INDEX OF SHEETS

| TITLE | SHEET No. |
|---------------------|-----------|
| TITLE SHEET | 1 |
| OVERALL PROPERTY | 2 |
| SUBDIVISION DETAILS | 3-7 |

FLOOD ZONE

SUBJECT PROPERTIES ARE LOCATED IN ZONE X PER FEMA FLOOD "SURVIVAL MAP" MAP NO. 19150C0201A, EFFECTIVE DATE MAY 26, 2020.

BASES OF BEARINGS

BEARINGS ARE REFERENCED TO GRID NORTH OF THE OHIO STATE PLANE COORDINATE SYSTEM NORTH ZONE, AND 83 (2011) DATUM.

STATE PLANE COORDINATES

STATE PLANE COORDINATES WERE ESTABLISHED BY GPS OBSERVATION.

GRID FACTOR (CORRECTED SCALE FACTOR) = 0.99935285

SURVEYOR CERTIFICATION:

I HEREBY STATE THAT THIS MAP IS BASED ON AN ACTUAL FIELD SURVEY PREPARED BY ME. THE SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. PERMANENT MONUMENTS WERE FOUND OR SET AT ALL LOCATIONS SHOWN HEREON. ALL DIMENSIONS GIVEN ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF.

Christopher J. Drayton
 CHRISTOPHER J. DRAYTON
 PROFESSIONAL SURVEYOR NO. 6811
 DATE OF SEAL MARCH 11, 2021

APPROVALS

THE USE OF HEARTRIDGE SUBDIVISION, THE GRANTING OF EASEMENTS FOR PUBLIC FACILITIES AND APPURTENANCES, AND THE DEDICATION OF PUBLIC UTILITIES HAS BEEN APPROVED BY:

SUMMIT COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ 20__.

OWNER:
 FIRST NAME _____
 LAST NAME _____
 STREET ADDRESS _____
 CITY _____
 STATE _____
 ZIP _____

SUMMIT COUNTY ENGINEER THIS _____ DAY OF _____ 20__.

LOCAL GOVT. ENGINEER:
 FIRST NAME _____
 LAST NAME _____
 TOWNSHIP ENGINEER THIS _____ DAY OF _____ 20__.

TOWNSHIP ENGINEER:
 FIRST NAME _____
 LAST NAME _____
 TOWNSHIP ENGINEER THIS _____ DAY OF _____ 20__.

STATE COUNTY ENGINEER:
 FIRST NAME _____
 LAST NAME _____
 COUNTY ENGINEER THIS _____ DAY OF _____ 20__.

DESIGNER OF RECORD:
 FIRST NAME _____
 LAST NAME _____
 DESIGNER OF RECORD THIS _____ DAY OF _____ 20__.

EVERY ENGINEER:
 FIRST NAME _____
 LAST NAME _____
 STATE COUNTY ENGINEER THIS _____ DAY OF _____ 20__.

STATE COUNTY ENGINEER:
 FIRST NAME _____
 LAST NAME _____
 STATE COUNTY ENGINEER THIS _____ DAY OF _____ 20__.

UNDERGROUND UTILITY EASEMENT:

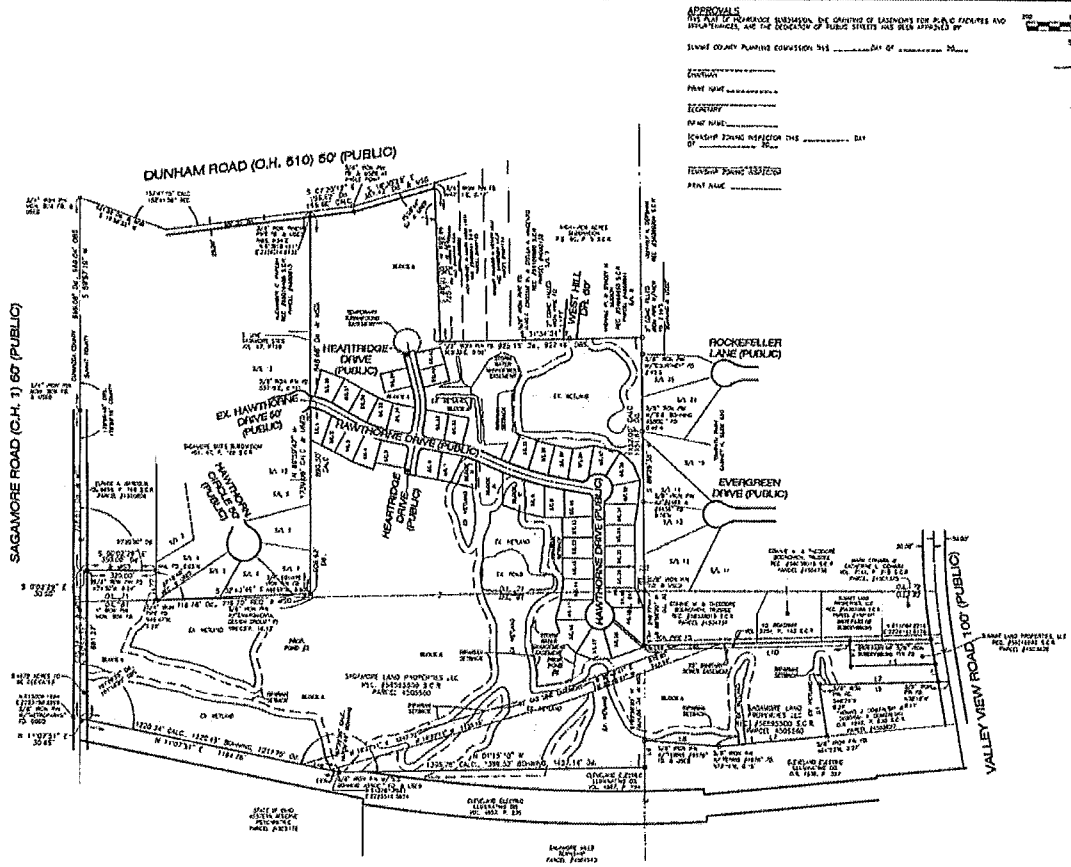
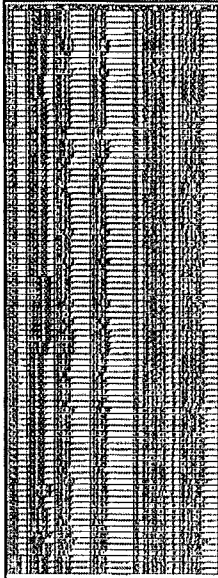
THE OWNER OF THE PLANT, HEREIN GRANT UNDER THE COMMON ELEMENTS, EAST OHIO GAS COMPANY, DOMINANT EAST OHIO, UNDER THE COMMON ELEMENTS, EAST OHIO GAS COMPANY, FIRST ENERGY, FINE WATER SOLID, SPECTRUM, NORTH HILLS, SPECTRUM, ALL SAID COMPANIES, WITH SUFFICIENT AND ASSIGNED TO THE COUNTY OF SUMMIT UNDERWATER REFERRED TO AS THE GRANTEE, A PERMANENT RIGHT OF WAY AND EASEMENT THREE (3) FEET IN WIDTH UNDER, OVER AND THROUGH ALL SUBLOTS AND ALL LANDS SHOWN HEREON AND PARALLEL WITH AND CONTIGUOUS TO ALL STREET LINES TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND REMOVE SUCH UNDERGROUND GAS FACILITIES INCLUDING ELECTRIC AND COMMUNICATION CABLES, DUCTS, EASEMENTS, SERVICE OF BENCH MARKS, MANHOLES AND RECEPTS, SERVICE TRENCHES AND OTHER FACILITIES AS ARE DEEMED NECESSARY OR CONVENIENT BY THE GRANTEE FOR DISTRIBUTION AND TRANSMISSION OF ELECTRIC AND COMMUNICATION SERVICES FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS THE GRANTEE MAY DETERMINE UPON, WITHIN AND ACROSS SAID EASEMENT AREAS. SAID EASEMENT RIGHTS SHALL FOR ACCESS ACROSS THE SURFACE OF THE WATER TABLE FOR WATER EASEMENT FOR VEHICLES OF ACCESS TO THE TABLE (THE "WATER TABLE") AND WATER (THE "WATER") SHALL BE EXTENSIVE TO THE NORTH HILLS WATER DISTRICT ONLY CROWN FOR WATER TABLE ACCESS, UNDER AND THROUGH UNDERWATER UNDER THE EASEMENT PERPENDICULAR TO THE EASEMENT LINE. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT WITHOUT LIMITY THEREON TO REMOVE ANY AND ALL FACILITIES NOT COMPATIBLE IN THE NORTH HILLS WATER DISTRICT WITH THIS EASEMENT GRANT WITHIN SAID EASEMENT AREAS INCLUDING, BUT NOT LIMITED TO, UTILITY SYSTEMS, ELECTRIC AND COMMUNICATION FACILITIES, TREE AND LANDSCAPING INCLUDING LAWN, FENCES OR SHEDS, AND LANDSCAPING INCLUDING WINDMILLS AND OTHER FACILITIES WHICH MAY INTERFERE WITH THE INSTALLATION, MAINTENANCE, REPAIR OR OPERATION OF SAID ELECTRIC AND COMMUNICATION FACILITIES. THE RIGHT TO INSTALL, REPAIR, MAINTAIN AND MAINTAIN SERVICE CABLES OUTSIDE THE ABOVE DESCRIBED EASEMENT AREAS, AND WITHIN THE RIGHT OF ACCESS, EGRESS AND ESCAPE TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR THE PURPOSES OF THE RIGHT OF WAY AND EASEMENT GRANT. ALL SUBLOTS AND ALL LANDS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE.

SAGAMORE LAND PROPERTIES LLC

BY _____
 PAUL KANZER MEMBER

STATE COUNTY ENGINEER _____ DATE _____
 TOWNSHIP ENGINEER _____ DATE _____
 FIRST ENERGY _____ DATE _____
 SOUTH HILLS WATER DISTRICT _____ DATE _____

HEARTRIDGE SUBDIVISION PHASE 1
 SITUATED IN THE TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT
 AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL
 NORTHFIELD TOWNSHIP LOT NOS. 71, 81 AND 82.



APPROVALS
 THE NEW SUBDIVISION, THE GRADING OF EXISTING AND NEW PUBLIC UTILITIES AND IMPROVEMENTS, AND THE PROTECTION OF PUBLIC STREETS HAS BEEN APPROVED BY:
 SUMMIT COUNTY PLANNING COMMISSION HAS _____ DATE OF _____

ABBREVIATIONS
 SA - 160
 SA - 100
 SA - 60
 SA - 40
 SA - 30
 SA - 20
 SA - 15
 SA - 10
 SA - 5
 SA - 3
 SA - 2
 SA - 1
 SA - 0.5
 SA - 0.25
 SA - 0.125
 SA - 0.0625

LEGEND
 * COUNTY TRAIL NO. 60. SEE SET
 ** TRAILWAY AS SHOWN ON
 (A) EXISTING TRAILWAY
 (B) NEW TRAILWAY
 (C) TRAILWAY TO BE REMOVED

HEARTRIDGE SUBDIVISION PHASE 1
 SITES IN THE TOWNSHIP OF SAGAMORE HILLS, COUNTY OF SUMMIT
 AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL
 MORTGAGED TOWNSHIP LOT NOS. 71, 81, AND 82

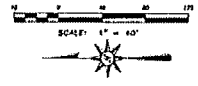
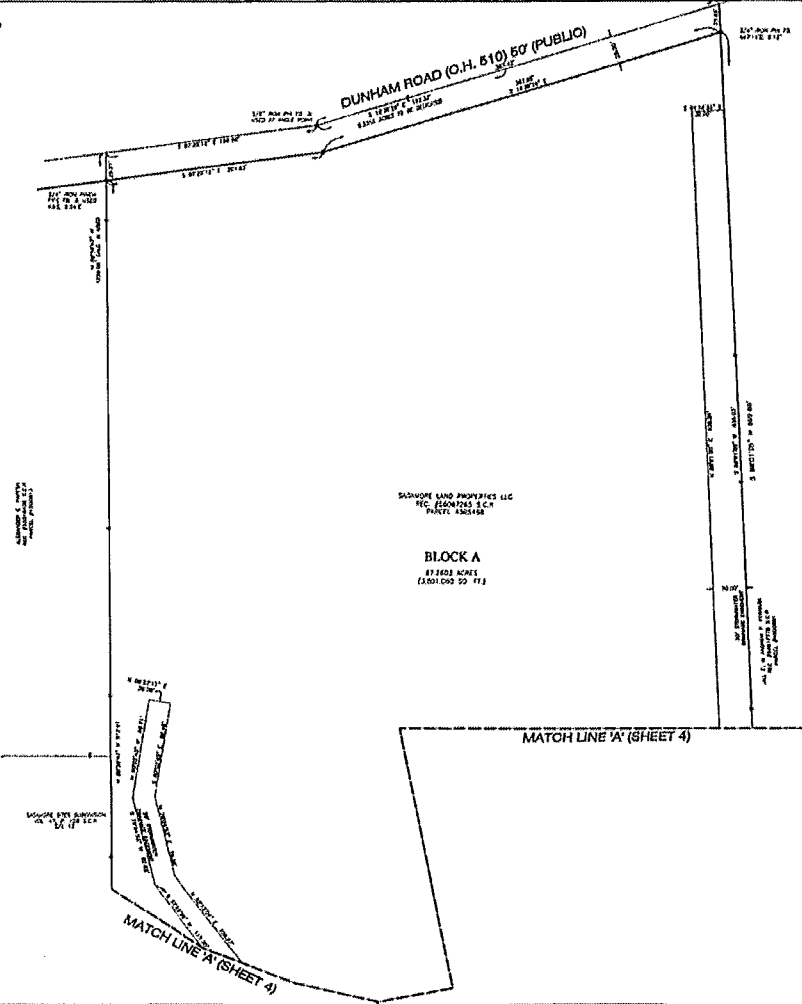
| REVISION | DATE | BY | CHKD |
|----------|------|----|------|
| | | | |
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APPROVALS
 THE CITY OF SACRAMENTO SUBDIVISION THE GRANTS OF EASEMENTS FOR PUBLIC UTILITIES AND
 EASEMENTS AND THE LOCATION OF PUBLIC STREETS HAS BEEN APPROVED BY
 SUMMIT COUNTY PLANNING COMMISSION AND _____ MAY 2021

 PLANNING COMMISSION

 PLANNING COMMISSION

 PLANNING COMMISSION



HEARTRIDGE SUBDIVISION PHASE 1
 SITUATED IN THE TOWNSHIP OF SACRAMENTO HILLS, COUNTY OF SUMMIT
 AND STATE OF CALIFORNIA AS BEING A SUBDIVISION OF
 NORTHERD TOWNSHIP LOT 102E, 11, 81, AND 82.

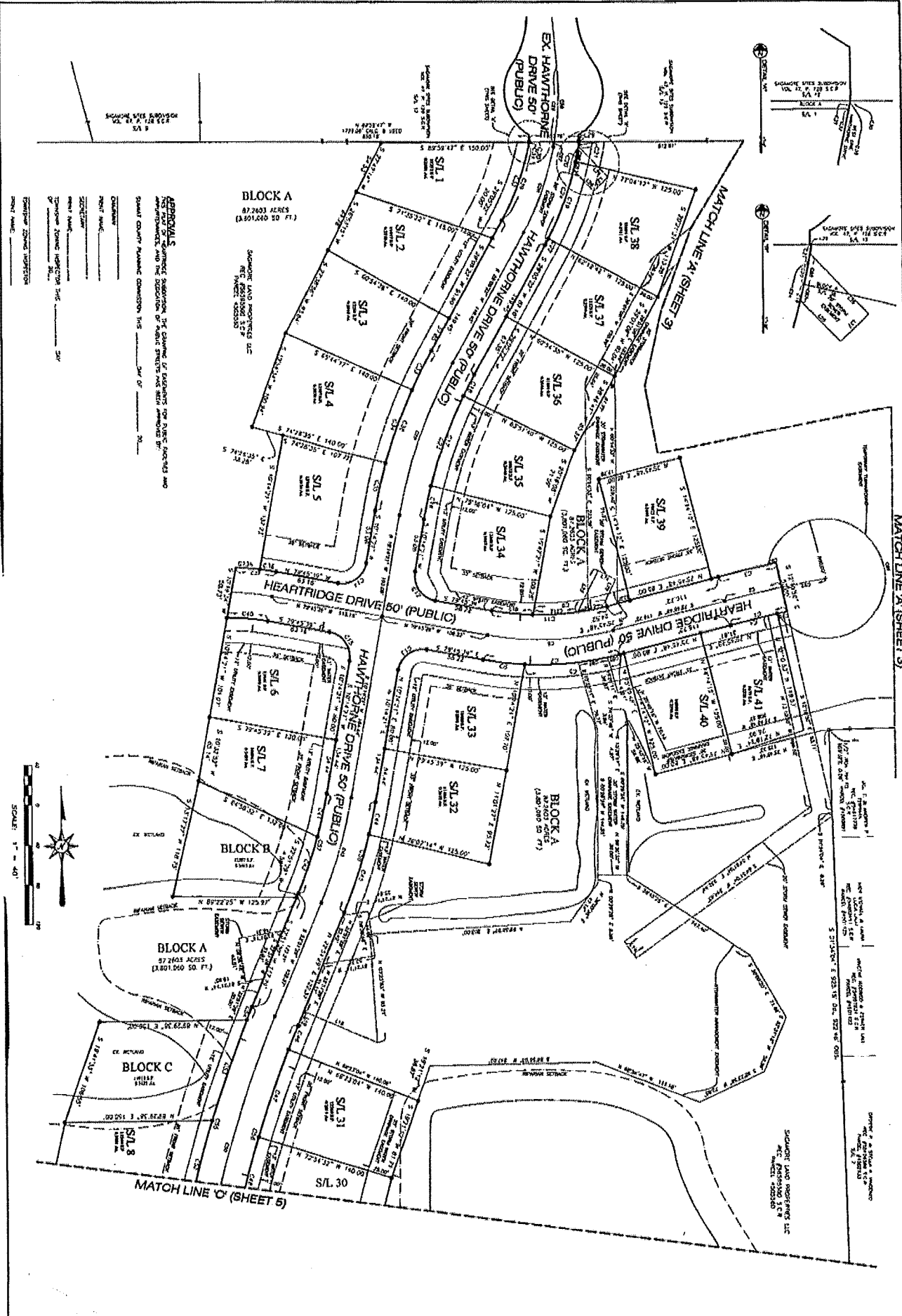
| | |
|---------|--------------------------------|
| DATE | 07/08/2021 |
| TIME | 10:51 AM |
| BY | KRISTIAN M. SCALLIE |
| FOR | SACRAMENTO SAND PROPERTIES LLC |
| PROJECT | HEARTRIDGE SUBDIVISION PHASE 1 |
| DATE | 07/08/2021 |
| TIME | 10:51 AM |
| BY | KRISTIAN M. SCALLIE |
| FOR | SACRAMENTO SAND PROPERTIES LLC |
| PROJECT | HEARTRIDGE SUBDIVISION PHASE 1 |

37

DOC # 56656313

Page 10 of 12
 7/08/2021 10:51 AM Recording Fee: \$ 362.00
 Kristian M. Scallie, CPA, CFP, Summit County Fiscal Officer





APPROVALS

FOR THE PURPOSES OF THE SUBDIVISION OF LAND, THE PLANNING COMMISSION HAS REVIEWED THE PLANS AND HAS APPROVED THE SUBDIVISION OF LAND AS SHOWN ON THESE PLANS AND THE LOCATION OF PUBLIC UTILITIES AND OTHER FEATURES AS SHOWN ON THESE PLANS.

PLANNING COMMISSION MEMBER: _____ DATE: _____

PLANNING COMMISSION CHAIRMAN: _____ DATE: _____

PLANNING COMMISSION SECRETARY: _____ DATE: _____

PLANNING COMMISSION CLERK: _____ DATE: _____

PLANNING COMMISSION OFFICE: _____

DOC # 56656313

Page 40 of 43
 7/08/2021 10:01 AM Record Fee \$ 992.00
 Kristen M. Scallise, CPM, CFE, Summit County Fiscal Officer

HEARTRIDGE SUBDIVISION PHASE 1
 SITUATED IN THE TOWNSHIP OF SACAMORE HILLS, COUNTY OF SUMMIT
 AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL
 NORTHFIELD TOWNSHIP LOT NOS. 71, 81 AND 82.

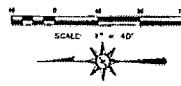
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 7

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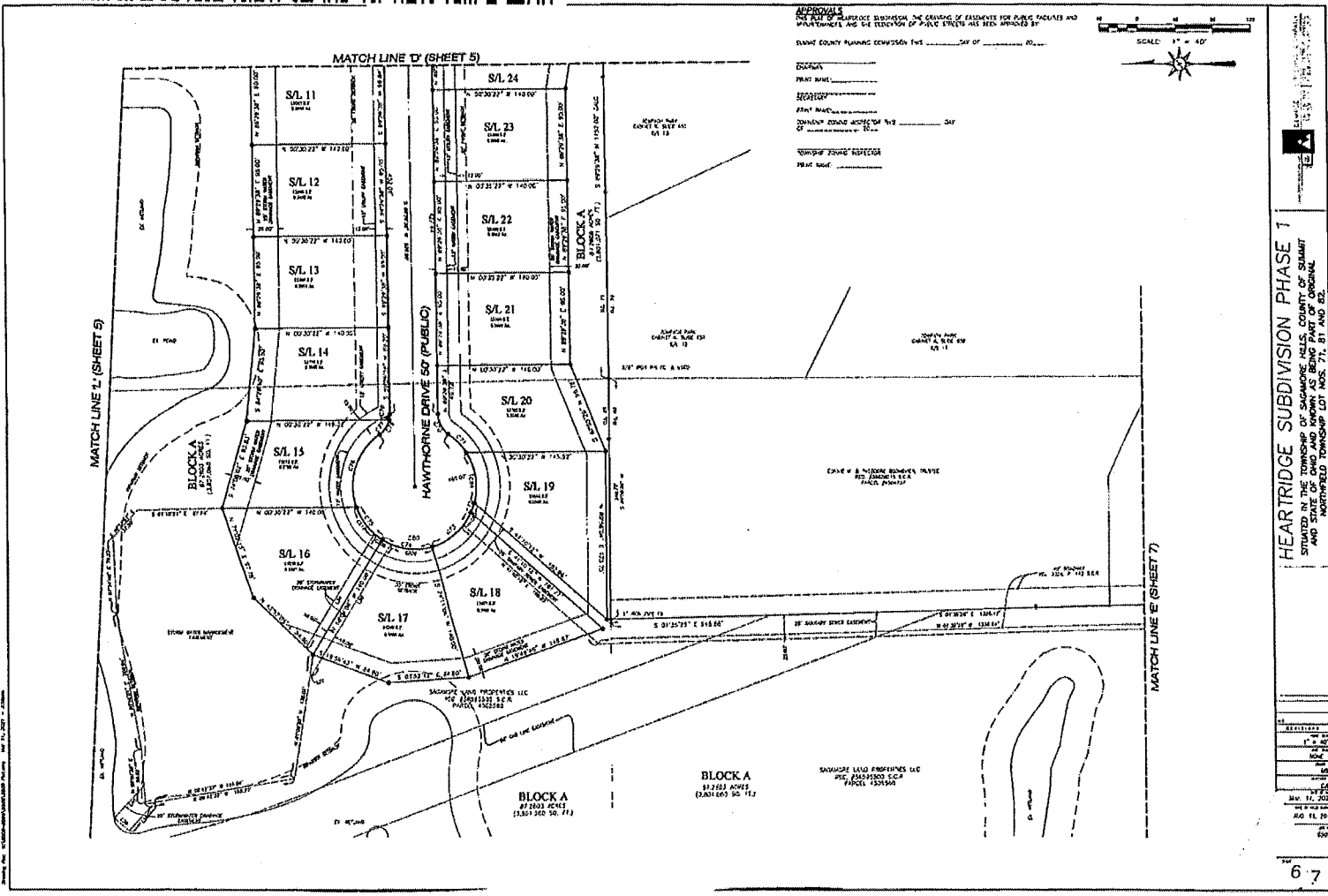
APPROVALS
 THE PLAN OF SUBDIVISION, THE GRADING OF EASEMENTS FOR PUBLIC UTILITIES AND
 MAINTENANCE AND THE REVISION OF PUBLIC STREETS HAS BEEN APPROVED BY
 SUMMIT COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ 20____.

DESIGNER: _____
 PLANT NAME: _____
 REVISION: _____
 SHEET NUMBER: _____ OF _____ SHEET
 SUBMITTER: _____
 PLANT NAME: _____



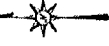
HEARTRIDGE SUBDIVISION PHASE 1
 SITUATED IN THE TOWNSHIP OF SARATOGA HILLS, COUNTY OF SUMMIT
 AND STATE OF OHIO AND KNOWN AS BEING PART OF ORIGINAL
 NORTHFIELD TOWNSHIP LOT, PAGES 711, 871 AND 881.

| | | |
|-----|-----------|-------------|
| NO. | DATE | DESCRIPTION |
| 1 | 7/28/2021 | AS SHOWN |
| 2 | 7/28/2021 | AS SHOWN |
| 3 | 7/28/2021 | AS SHOWN |
| 4 | 7/28/2021 | AS SHOWN |
| 5 | 7/28/2021 | AS SHOWN |
| 6 | 7/28/2021 | AS SHOWN |
| 7 | 7/28/2021 | AS SHOWN |
| 8 | 7/28/2021 | AS SHOWN |
| 9 | 7/28/2021 | AS SHOWN |
| 10 | 7/28/2021 | AS SHOWN |



0000000313

SCALE: 1" = 40'



MATCH LINE TO SHEET #

APPROVALS
 THE PLAN OF SUBDIVISION, THE GRAYING OF EASEMENTS FOR PUBLIC UTILITIES AND
 APPOINTANCES, AND THE DESIGNATION OF PUBLIC STREETS HAS BEEN APPROVED BY:

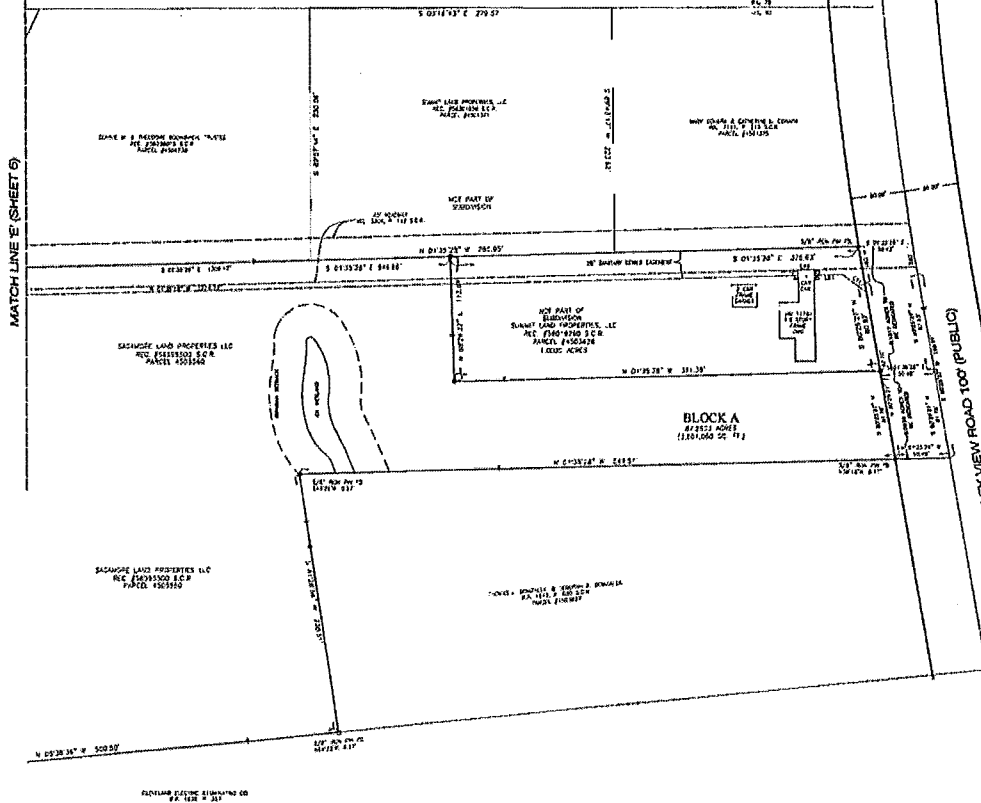
SUMMIT COUNTY PLANNING COMMISSION THIS _____ DAY OF _____ 20__

DATE _____

TOWNSHIP ENGINEER ADDRESS THIS _____ DAY
 OF _____ 20__

TOWNSHIP ENGINEER'S ADDRESS
 DATE _____

TOWNSHIP ENGINEER'S ADDRESS
 DATE _____



HEARTRIDGE SUBDIVISION PHASE 1
 SITUATED IN THE TOWNSHIP OF SAGA MOORE HILLS, COUNTY OF SUMMIT
 AND STATE OF OHIO AND ADJACENT
 ADJACENT TOWNSHIP OF SAGA MOORE HILLS, OHIO.

| | | |
|-----|----------|------------|
| NO. | DATE | REVISIONS |
| 1 | 7/8/2021 | FINAL PLAN |
| 2 | 7/8/2021 | REVISION 1 |
| 3 | 7/8/2021 | REVISION 2 |
| 4 | 7/8/2021 | REVISION 3 |
| 5 | 7/8/2021 | REVISION 4 |
| 6 | 7/8/2021 | REVISION 5 |

77

FIRST AMENDMENT
TO
DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS FOR HEARTRIDGE SUBDIVISION (this "First Amendment") is made by SAGAMORE LAND PROPERTIES, LLC., an Ohio limited liability company (the "Declarant").

RECITALS:

A. Declarant recorded that certain Declaration of Easements, Covenants and Restrictions for Heartridge Subdivision on July 8, 2021, as Document No. 56656313 in the office of the Summit County, Ohio Fiscal Officer (the "Declaration").

B. Pursuant to Section 12.7(a) of the Declaration, Declarant reserved the right during the Start-Up Period to amend the Declaration.

C. All capitalized terms used in this First Amendment and not otherwise defined in this First Amendment shall have the meanings ascribed to such terms in the Declaration.

DECLARATIONS:

In consideration of the foregoing Recitals and the rights reserved to Declarant in the Declaration, Declarant hereby declares as follows:

1. AMENDMENT. Section 4.13 of the Declaration is amended in its entirety to read as follows:

"4.13 Swimming Pool and Hot Tub Restrictions. No above ground swimming pools are permitted on the Property. Wading pools, no more than two (2) feet in height, installed temporarily during the summer months are permitted in the rear of the Lot. In ground pools are permitted with the approval of the Architectural Review Committee. Hot tubs must be located directly behind the rear elevation of a Residence, on a deck or patio immediately adjacent to the Residence. Unless otherwise approved by the Architectural Review Committee, no hot tub shall exceed sixty (60) square feet of surface area and a depth of thirty-eight (38) inches. Each Owner with a swimming pool or hot tub must maintain the filtration system in proper working order,

and in no case shall any swimming pool or hot tub be drained onto any portion of the Property other than the property of the swimming pool or hot tub Owner. Any approved hot tub must be kept in a clean and sanitary condition at all times and must have covers that shall be fastened and key locked when unattended and/or not in use. Hot tubs must have the prior approval of the Architectural Review Committee.”

2. EFFECTIVENESS OF AMENDMENT. This First Amendment shall be effective when signed by Declarant and filed for record with the recorder of Summit County, Ohio.

3. RATIFICATION. Except as set forth herein, Declarant hereby ratifies and confirms all of the terms, covenants and conditions of the Declaration.

IN WITNESS WHEREOF Declarant has executed this First Amendment on the date set forth in the Notarial Acknowledgment below.


DECLARANT:

SAGAMORE LAND PROPERTIES, LLC

By: Ronald Martin
Ronald Martin, Manager

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 22 day of JUNE, 2022, by Ronald Martin, the Manager of Sagamore Land Properties, LLC, an Ohio limited liability company, on behalf of said company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

[Signature]
Notary Public  SAL SARACUSA
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 11-29-2024

This instrument prepared by:

Paul J. Singerman, Esq.
Singerman, Mills, Desberg, Kauntz Co., LPA
3333 Richmond Road, Suite 370
Beachwood, Ohio 44122
(216) 292-5807

SECOND AMENDMENT
TO
DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS COVENANTS AND RESTRICTIONS FOR HEARTRIDGE SUBDIVISION (this "Second Amendment") is made by SAGAMORE LAND PROPERTIES, LLC., an Ohio limited liability company (the "Declarant").

RECITALS:

A. Declarant recorded that certain Declaration of Easements, Covenants and Restrictions for Heartridge Subdivision on July 8, 2021, as Document No. 56656313 in the office of the Summit County, Ohio Fiscal Officer (the "Original Declaration").

B. The Original Declaration was amended by a First Amendment to Declaration of Easements Covenants and Restrictions recorded on June 29, 2022, as Document No. 56749884 in the office of the Summit County, Ohio Fiscal Officer (the "First Amendment"; and, together with the Original Declaration, the "Declaration").

C. Pursuant to Section 12.7(a) of the Original Declaration, Declarant reserved the right during the Start-Up Period to amend the Declaration.

D. Declarant inadvertently neglected to attach Exhibits C and D to the Declaration and is recording this Second Amendment to place of record Exhibit C (the Articles of the Association) and Exhibit D (the By-Laws of the Association).

E. All capitalized terms used in this Second Amendment and not otherwise defined in this Second Amendment shall have the meanings ascribed to such terms in the Declaration.

DECLARATIONS:

In consideration of the foregoing Recitals and the rights reserved to Declarant in the Declaration, Declarant hereby declares as follows:

1. AMENDMENTS.

(a) The Articles of Incorporation of the Association attached hereto as Attachment 1 are hereby inserted as Exhibit C to the Declaration.

(b) The By-Laws of the Associations attached hereto as Attachment 2 are hereby inserted as Exhibit D to the Declaration.

2. EFFECTIVENESS OF AMENDMENT. This Second Amendment shall be effective when signed by Declarant and filed for record with the recorder of Summit County, Ohio.

3. RATIFICATION. Except as set forth herein, Declarant hereby ratifies and confirms all of the terms, covenants and conditions of the Declaration.

(signature page follows)

IN WITNESS WHEREOF Declarant has executed this Second Amendment on the date set forth in the Notarial Acknowledgment below.

DECLARANT:

SAGAMORE LAND PROPERTIES, LLC

By: Ronald Martin
Ronald Martin, Manager

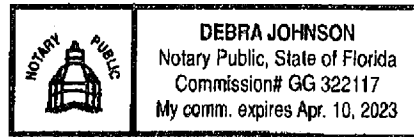
STATE OF ~~OHIO~~ ^{Florida})
 Lee) SS:
COUNTY OF ~~SUMMIT~~)

The foregoing instrument was acknowledged before me this 8 day of February, 2023, by Ronald Martin, the Manager of Sagamore Land Properties, LLC, an Ohio limited liability company, on behalf of said company. This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Debra Johnson
Notary Public

This instrument prepared by:

Paul J. Singerman, Esq.
Singerman, Mills, Desberg, Kauntz Co., LPA
3333 Richmond Road, Suite 370
Beachwood, Ohio 44122
(216) 292-5807



ATTACHMENT 1

ARTICLES OF INCORPORATION OF HEARTRIDGE SUBDIVISION OWNERS'
ASSOCIATION

[Attached]



| DATE | DOCUMENT ID | DESCRIPTION | FILING | EXPED | CERT | COPY |
|------------|--------------|--|--------|-------|------|------|
| 02/01/2021 | 202102604500 | DOMESTIC NONPROFIT CORP - ARTICLES (ARN) | 99.00 | 0.00 | 0.00 | 0.00 |

Receipt

This is not a bill. Please do not remit payment.

SINGERMAN, MILLS, DESBERG & KAUNTZ CO., L.P.A.
 3333 RICHMOND ROAD
 SUITE 370
 BEACHWOOD, OH 44122

**STATE OF OHIO
 CERTIFICATE**

Ohio Secretary of State, Frank LaRose
 4609527

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

HEARTRIDGE SUBDIVISION OWNERS' ASSOCIATION

and, that said business records show the filing and recording of:

Document(s)

DOMESTIC NONPROFIT CORP - ARTICLES

Effective Date: 01/26/2021

Document No(s):

202102604500



United States of America
 State of Ohio
 Office of the Secretary of State

Witness my hand and the seal of the
 Secretary of State at Columbus, Ohio this
 1st day of February, A.D. 2021.

Frank LaRose

Ohio Secretary of State

Form 532B Prescribed by:

Date Electronically Filed: 1/26/2021



Toll Free: 877.767.3453 | Central Ohio: 614.466.3910

OhioSoS.gov | business@OhioSoS.gov

File online or for more information: OhioBusinessCentral.gov

Initial Articles of Incorporation

(Nonprofit, Domestic Corporation)

Filing Fee: \$99

(114-ARN)

Form Must Be Typed

First: Name of Corporation

Second: Location of Principal Office in Ohio

City

State

County

Optional: Effective Date (MM/DD/YYYY)

(The legal existence of the corporation begins upon the filing of the articles or on a later date specified that is not more than ninety days after filing.)

Third: Purpose for which corporation is formed

**** Note: for Nonprofit Corporations: The Secretary of State does not grant tax exempt status. Filing with our office is not sufficient to obtain state or federal tax exemptions. Contact the Ohio Department of Taxation and the Internal Revenue Service to ensure that the nonprofit corporation secures the proper state and federal tax exemptions. These agencies may require that a purpose clause be provided. ****

**** Note: ORC Chapter 1702 allows for additional provisions to be included in the Articles of Incorporation that are filed with this office. If including any of these additional provisions, please do so by including them in an attachment to this form. ****

Original Appointment of Statutory Agent

The undersigned, being at least a majority of the incorporators of

Heartridge Subdivision Owners' Association

(Name of Corporation)

hereby appoint the following to be Statutory Agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

SMDK AGENCY, INC.

(Name of Statutory Agent)

3333 RICHMOND ROAD, SUITE 370

(Mailing Address)

BEACHWOOD

(Mailing City)

OH

(Mailing State)

44122

(Mailing ZIP Code)

Must be signed by
the incorporators or
a majority of the
incorporators.

PAUL J. SINGERMAN, AUTHORIZED REPRESENTATIVE

(Signature)

(Signature)

(Signature)

Acceptance of Appointment

The Undersigned, **SMDK AGENCY, INC.**, named herein as the

(Name of Statutory Agent)

Statutory agent for **Heartridge Subdivision Owners' Association**

(Name of Corporation)

hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Statutory Agent Signature **PAUL J. SINGERMAN, CHAIRPERSON**

(Individual Agent's Signature / Signature on Behalf of Business Serving as Agent)

By signing and submitting this form to the Ohio Secretary of State, the undersigned hereby certifies that he or she has the requisite authority to execute this document.

Required

Articles and original appointment of agent must be signed by the incorporator(s).

If the incorporator is an individual, then they must sign in the "signature" box and print his/her name in the "Print Name" box.

If the incorporator is a business entity, not an individual, then please print the entity name in the "signature" box, an authorized representative of the business entity must sign in the "By" box and print his/her name and title/authority in the "Print Name" box.

PAUL J. SINGERMAN, AUTHORIZED REPRESENTATIVE

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

Signature

By (if applicable)

Print Name

ATTACHMENT 1 TO
ARTICLES OF INCORPORATION
OF
HEARTRIDGE SUBDIVISION OWNERS' ASSOCIATION

ADDITIONAL PROVISIONS

ARTICLE THIRD - PURPOSES.

The principal purposes of the Association are:

1. To own, maintain, repair, replace, manage and operate the Common Elements and the Easement Areas (as such terms are defined in the Declaration) and such other areas as the Association is required or has agreed to maintain in accordance with the Declaration.
2. To establish Rules, regulations and criteria applicable to Heartridge Subdivision.
3. To establish an orderly and efficient system of billing to pay for the expenses incurred in the furtherance of the purposes of the Association.
4. To carry out the responsibilities and obligations of the Association set forth in the Declaration, to exercise the rights set forth in the Declaration, and to perform such acts and deeds as are deemed necessary to achieve the aforesaid objectives.

ARTICLE FOURTH - POWERS.

The Association shall have the power to engage in any lawful act pursuant to Chapter 1702 of the Ohio Revised Code deemed by it necessary or desirable to accomplish the purposes of the Association as described above and to protect the lawful rights and interests of its members in connection therewith.

ARTICLE FIFTH - MEMBERSHIP AND VOTING RIGHTS.

1. Membership. The Declarant, each Owner upon becoming an Owner, and each Tenant upon becoming a Tenant, shall automatically be a Member of the Association.
2. Voting Rights. Members shall have the voting rights set forth herein and in the Declaration. So long as the Declarant is a Member, only the Declarant shall have the right to vote on any action to come before the Association for a vote. Thereafter, each Owner shall be entitled to exercise one (1) vote for each Lot owned by such Owner. Tenants shall have no voting rights.

ARTICLE SIXTH - INDEMNITY.

Each member of the Board of Directors and each officer of the Association and each former member of the Board of Directors and officer of the Association shall be indemnified by the Association against the costs and expenses reasonably incurred by him in connection with the

defense of any pending or threatened action, suit or proceeding, criminal or civil, to which he is or may be made a party by reason of being or having been such Board Member or officer of the Association (whether or not he is a member or officer at the time of incurring such costs and expenses), except with respect to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for misconduct or negligence in the performance of his duty as such Board Member or officer. In case of a settlement of any action, suit or proceeding to which any Board Member or officer of the Association, or any former Board Member or officer of the Association, is made a party or which may be threatened to be brought against him by reason of his being or having been a Board Member or officer of the Association, he shall be indemnified by the Association against the costs and expenses (including the cost of settlement) reasonably incurred by him in connection with such action, suit or proceeding (whether or not he is a Board Member or officer at the time of incurring such costs and expense), if (A) the Association shall be advised by independent counsel that such Board Member or officer did not misconduct himself or was not negligent in the performance of his duty as such Board Member or officer with respect to the matters covered by such action, suit or proceeding, and the cost to the Association of indemnifying such Board Member or officer (and all Board Members and officers, if any, entitled to indemnification hereunder in such case) if such action, suit or proceeding were carried to a final adjudication in their favor could reasonably be expected to exceed the amount of costs and expenses to be reimbursed to such Board Member and officers as a result of such settlement, or (B) disinterested Association members entitled to exercise the majority of the voting power shall, by vote, at any annual or special meeting of the Association, approve such settlement and the reimbursement to such Board Member or officer of such costs and expenses. The phrase "disinterested members" shall mean all Members of the Association other than (i) any Board Member or officer of the Association who was a party to or threatened with such action, suit or proceeding, (ii) any corporation or organization of which such Board Member or officer owns of record or beneficially one percent (1%) or more of any class of voting securities, (iii) any firm of which such Board Member or officer is a partner and (iv) any spouse, child, parent, brother or sister of any such Board Member or officer. The foregoing rights of indemnification shall inure to the benefit of the heirs and legal representatives of each such Board Member or officer and shall not be exclusive of other rights to which any Board Member or officer may be entitled to or granted pursuant to Section 1702.12(E) of the Ohio Revised Code, as a matter of law, or under the Declaration, these Articles, the Code of Regulations of the Association, any vote of corporation Members, or any agreement.

ARTICLE SEVENTH - DEFINITIONS.

The definitions set forth below are applicable to this Attachment 1:

1. ASSOCIATION, HEARTRIDGE SUBDIVISION OWNERS' ASSOCIATION, a non-profit Ohio corporation, its successors and assigns.
2. DECLARATION, Declaration of Easements, Covenants and Restrictions for Heartridge Subdivision which has been, or will be, filed for record in the office of the Summit County, Ohio Fiscal Officer.
3. DECLARANT, Sagamore Land Properties, LLC and any successor(s) succeeding to the rights of the Declarant pursuant to the terms of the Declaration.

4. MEMBER, a member of the Association, being the Declarant, the Owners and Tenants.

5. LOT, any subplot shown on the plat attached to the Declaration (as the same may be amended or modified) upon which a Residence is intended to be constructed.

6. OWNER, the record owner of a Lot, whether one or more persons, of fee simple title in and to any Lot, excluding, however, those persons having an interest merely as security for the performance of an obligation.

7. RESIDENCE, any single-family dwelling unit located on a Lot.

8. START-UP PERIOD, the period commencing upon the filing of the Declaration for record with the Summit County, Ohio Fiscal Officer and ending on the earlier of the date that (i) the Declarant has completed the sale of all Lots in Heartridge Subdivision or (ii) the Declarant files for record an amendment to the Declaration expressly terminating the Start-Up Period.

9. TENANT, a person living in and having a possessory leasehold interest in a Residence, other than an Owner.

ATTACHMENT 2

BY-LAWS OF HEARTRIDGE SUBDIVISION OWNERS' ASSOCIATION

[Attached]

BY-LAWS OF
HEARTRIDGE SUBDIVISION OWNERS' ASSOCIATION

ARTICLE I
DEFINITIONS

Definitions in Articles of Incorporation.

The definitions set forth in Section 2.2 of the Declaration of Covenants and Restrictions for Heartridge Subdivision ("Declaration") shall be applicable to the words and terms used in these By-Laws unless expressly otherwise provided herein or unless the context otherwise requires.

ARTICLE II
THE ASSOCIATION

Section 1. Name and Nature of Association.

The Association shall be an Ohio nonprofit corporation called HEARTRIDGE SUBDIVISION OWNERS' ASSOCIATION".

Section 2. Membership and Voting Rights.

The Declarant and each Owner and Tenant, upon becoming such, shall automatically be a Member of the Association. The voting rights of Members are described in the Declaration and the Articles.

Section 3. Proxies.

Members may vote or act in person or by proxy. The person appointed as proxy need not be a Member of the Association. Each proxy shall be executed in writing by the Member entitled to vote or by his duly authorized attorney-in-fact and filed with the Secretary of the Association.

Section 4. Meeting of Members.

(a) Annual Meeting. The annual meeting of Members of the Association for the election of members of the Board and the transaction of such other business as may properly be brought before such meeting shall be held at such place within five (5) miles of Heartridge Subdivision as may be designated by either the Board or the President and specified in the notice of such meeting, at 8:00 p.m. or such other reasonable time as may be designated by the Board or the President and specified in the notice of the meeting. The first annual meeting of Members of the Association shall be held when determined by Declarant, but shall not be later than on the first Tuesday of the fourth month following the end of the Start-Up Period, if not a legal holiday, and if a legal holiday, then on the next succeeding business day. Subsequent annual meetings of Members of the Association shall be held on (i) the first Tuesday following the anniversary of the first annual meeting if not a legal holiday, and, if a legal holiday, then the next succeeding business day, or (ii) such other date as may be designated by the Board.

(b) Special Meeting. Special meetings of the Members shall be called upon the written request of the Declarant, President of the Association or, in case of the President's absence, death or disability, the Vice-President of the Association, a majority of the members of the Board acting

either with or without a meeting, or Members entitled to exercise at least twenty-five percent (25%) of the total voting power of the Association. Upon request in writing for a special meeting delivered either in person or by certified mail to the President or the Secretary of the Association by any persons entitled to call a meeting of Members such officer shall forthwith cause to be given to the Members entitled thereto notice of a meeting to be held on a date not less than five (5) or more than thirty (30) days after the receipt of such request as such officer may fix. If such notice is not given within thirty (30) days after delivery or mailing of such request, the persons calling the meeting may fix the date and place of the meeting and give notice thereof. Each special meeting shall be called to convene at 8:00 o'clock P.M. or such other reasonable time as may be designated by the person calling the meeting and specified in the notice of the meeting and shall be held at such place within Heartridge Subdivision or off Heartridge Subdivision but within five (5) miles of Heartridge Subdivision as shall be specified in the notice of meeting. No business other than that specified in the call shall be considered at any special meeting.

(c) Notices of Meetings. Not less than five (5) nor more than sixty (60) days before the day fixed for a meeting of the Members of the Association, written notice stating the time, place and purpose of such meeting shall be given by or at the direction of the Secretary of the Association or any other person or persons required or permitted by these By-Laws to give such notice. The notice shall be given by personal delivery or by mail to each Member of the Association. If mailed, the notice shall be addressed to the Members of the Association at their respective addresses as they appear on the records of the Association. Notice of the time, place and purposes of any meeting of Members of the Association may be waived in writing, either before or after the holding of such meeting, by any Member of the Association, which writing shall be filed with or entered upon the records of the meeting. The attendance of any Member of the Association at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him of notice of such meeting.

(d) Quorum; Adjournment. At any meeting of the Members of the Association, the Members of the Association entitled to exercise thirty-three percent (33%) of the voting power of the Association present in person or by proxy shall constitute a quorum for such meeting; provided, however, that no action required by law, by the Declaration, by the Articles or by these By-Laws to be authorized or taken by a designated percentage of the voting power of the Association may be authorized or taken by a lesser percentage; and provided, further, that the Members of the Association entitled to exercise a majority of the voting power represented at a meeting of Members, whether or not a quorum is present, may adjourn such meeting from time to time.

(e) Order of Business. The order of business at all meetings of Members of the Association shall be as follows:

- (i) Calling of meeting to order
- (ii) Proof of notice of meeting or waiver of notice
- (iii) Reading of minutes of preceding meeting
- (iv) Reports of officers
- (v) Reports of committees
- (vi) Appointment or election of inspectors of election
- (vii) Election of members of Board (if applicable)

- (viii) Unfinished and/or old business
- (ix) New business
- (x) Adjournment

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualification.

Until the first annual meeting of Members of the Association, the Board of Directors shall consist of three persons designated in by the Declarant, subject to a vacancy or vacancies being filled by the remaining Directors as permitted in Section 2 of this ARTICLE III. None of such three persons or their replacements need be Members. At the time of the first annual meeting of Members of the Association the three persons serving as Directors as provided above shall resign and thereafter the Board of Directors shall consist of three (3) persons, all of whom must be Members.

Section 2. Election of Board; Vacancies.

Board members shall be elected at the annual meeting of Members of the Association or at a special meeting called for such purpose except that prior to the first annual meeting of members, only the Directors designated in the Articles or their replacements shall have the right to call such a meeting. At a meeting of Members of the Association at which Board members are to be elected, only persons nominated as candidates shall be eligible for election as board members and the candidates receiving the greatest number of votes shall be elected. In the event of the occurrence of any vacancy or vacancies in the Board, however caused, the remaining Board members, though less than a majority of the whole authorized number of Board members, may, by vote of a majority of their number, fill any such vacancy for the unexpired term.

Section 3. Term of Office; Resignations.

Each Board member shall hold office until the annual meeting of the Members of the Association held for the election of his or her position and until his or her successor is elected, or until his or her earlier resignation, removal from office or death. Any Board member may resign at any time by oral statement to that effect made at a meeting of the Board or in writing to that effect delivered to the Secretary of the Association, such resignation to take effect immediately or at such other time as the Board member may specify. Members of the Board shall serve without compensation. At the first annual meeting of the Members of the Association called for the purpose of electing the Board, the term of office of two Board members shall be fixed so that such term will expire one year from and after the date of the next following annual meeting of Members of the Association. The term of office of the remaining Board member shall be fixed so that such term will expire at the date of the next following annual meeting of Members of the Association. At the expiration of such initial term of office of each respective Board member, his or her successor shall be elected to serve for a term of two (2) years. If the number of Board members is increased, such new members shall, also, serve for a term of two years, with their initial terms being similarly staggered. The term (or terms) of the first new members may be less than two years, if necessary, to properly stagger the expiration dates of the members of the Board.

Section 4. Organizational Meeting.

Immediately after each annual meeting of Members of the Association, the newly elected Board members and those Board members whose terms hold over shall hold an organizational meeting for the purpose of electing officers and transacting any other business. Notice of such meeting need not be given.

Section 5. Regular Meeting.

Regular meetings of the Board may be held at such times and places as shall be determined by a majority of the Board, but at least one such meeting shall be held each year.

Section 6. Special Meetings.

Special meetings of the Board may be held at any time upon call by the President or any two Board members. Written notice of the time and place of each such meeting shall be given to each Board member either by personal delivery or by mail, telegram or telephone at least two days before the meeting, which notice need not specify the purposes of the meeting; provided, however, that attendance of any Board member at any such meeting without protesting, prior to or at the commencement of the meeting, the lack of proper notice shall be deemed to be a waiver by him or her of notice of such meeting, and such notice may be waived in writing either before or after the holding of such meeting, by any Board member, which writing shall be filed with or entered upon the records of the meeting. Unless otherwise indicated in the notice thereof, any business may be transacted at any organizational, regular or special meeting.

Section 7. Quorum; Adjournment.

A quorum of the Board shall consist of a majority of the number of persons then serving as Board members; provided that a majority of the Board members present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. At each meeting of the Board at which a quorum is present, all questions and business shall be determined by a majority vote of those present, except as may be otherwise expressly provided in the Declaration or in these By-Laws.

Section 8. Powers and Duties.

Except as otherwise provided by law, the Declaration, the Articles or these By-Laws, all power and authority of the Association shall be exercised by the Board. In carrying out the purposes of the Declaration and subject to the limitations prescribed by law, the Declaration, the Articles or these By-Laws, the Board shall have the right to do all things permitted by law and exercise all powers and authority of the Association.

Section 9. Removal of Members of Board.

At any regular or special meeting of Members of the Association duly called, at which a quorum shall be present, any one or more of the Board members may be removed with or without cause by vote of the Members of the Association entitled to exercise at least seventy-five percent (75%) of the voting power of the Association, and a successor or successors to such Board member or members so removed shall then and there be elected to fill the vacancy or vacancies thus created. Any Board member whose removal has been proposed by the Members of the Association shall be given an opportunity to be heard at such meeting.

Section 10. Fidelity Bonds.

The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate Fidelity Bonds. The premiums on such bonds shall be paid by the Association and shall be "Common Costs".

Section 11. Actions without a Meeting.

All actions which may be taken at a meeting of the Board may be taken without a meeting with the approval of and in a writing signed by all members of the Board then serving as such.

ARTICLE IV

OFFICERS

Section 1. Election and Designation of Officers.

The Board shall elect a President, a Vice President, a Secretary and a Treasurer, each of whom shall be a member of the Board. The Board may also appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary who may or may not be members of the Board but who are Members of the Association. One person may hold more than one office.

Section 2. Term of Office; Vacancies.

The officers of the Association shall hold office until the next organizational meeting of the Board and until their successors are elected, except in case of resignation, removal from office or death. The Board may remove any officer at any time with or without cause by a majority vote of the Board members then in office. Any vacancy in any office may be filled by the Board.

Section 3. President.

The President shall be the chief executive officer of the Association. The President shall preside at all meetings of Members of the Association and shall preside at all meetings of the Board. Subject to directions of the Board, the President shall have general executive supervision over the business and affairs of the Association. The President may execute all authorized deeds, contracts and other obligations of the Association and shall have such other authority and shall perform such other duties as may be determined by the Board or otherwise be provided for in the Declaration or in these By-Laws.

Section 4. Vice President.

The Vice President shall perform the duties of the President whenever the President is unable to act and shall have such other authority and perform such other acts as may be determined by the Board.

Section 5. Secretary.

The Secretary shall keep the minutes of meetings of the Members of the Association and of the Board. The Secretary shall keep such books as may be required by the Board, shall give notices of meetings of Members of the Association and of the Board as required by law, the Declaration or

by these By-Laws and shall have such authority and shall perform such other duties as may be determined by the Board or otherwise as provided for in the Declaration or in these By-Laws.

Section 6. Treasurer.

The Treasurer shall receive and have in charge all money, bills, notes and similar property belonging to the Association, and shall do with the same as may be directed by the Board. The Treasurer shall keep accurate financial accounts and hold the same open for inspection and examination of the Board and shall have such authority and shall perform such other duties as may be determined by the Board.

Section 7. Other Officers.

The Assistant Secretaries and Assistant Treasurers, if any, and any other officers whom the Board may appoint shall, respectively, have such authority and perform such duties as may be determined by the Board.

Section 8. Delegation of Authority and Duties.

The Board is authorized to delegate the authority and duties of any officer to any other officer, to a managing agent or to a management company, or to any one or more of them, and generally to control the action of the officers and managing agent or management company and to require the performance of duties and in addition to those mentioned herein. The execution of a management agreement with a managing agent or management company which authorizes or requires the managing agent or management company to perform certain duties shall be deemed to be a delegation and authorization to such managing agent or management company of such duties and of all power and authority necessary to carry out such duties.

Section 9. Architectural Review Committee.

At such time as the Declarant transfers to the Association responsibility for architectural review of plans and specifications as provided in Section 5.1 of the Declaration, the Board shall establish an architectural review committee comprised of three (3) persons, two (2) of whom shall be Owners and one (1) of whom may (but need not be) an Owner. Upon establishment of the architectural review committee, the Board shall establish rules and regulations by which the architectural review committee shall conduct meetings.

Section 10. Compensation of Officers, Directors and Committee Members.

Officers, Directors and committee members shall serve without compensation except that the Association shall reimburse such Officers, Directors or committee members for out-of-pocket expenses incurred in connection with the exercise of their duties hereunder, pursuant to such reasonable Rules as the Board may, at its election, adopt.

ARTICLE V

APPLICABLE LAWS; PRIORITY OF DOCUMENTS

- (a) Chapter 1702 and 5312 of the Ohio Revised Code,
- (b) The Declaration,

- (c) The Articles,
- (d) These By-Laws, and
- (e) The Rules

shall be attempted to be interpreted as a harmonious whole, and this Association shall be subject to and governed by all of such laws, documents and Rules. In the event of any direct inconsistency in any provisions in any of the foregoing, the provisions, in the law or document first above listed shall be given priority; provided, however, that all inconsistencies between or among the permissive provisions of Chapter 1702 and Chapter 5312 of the Ohio Revised Code and any provisions of any documents or Rules, listed later, shall be resolved in favor of the documents or Rules listed later.

ARTICLE VI

FINANCES OF ASSOCIATION (ASSESSMENTS)

Section 1. Preparation of Estimated Budget.

On or before December 15 of each year the Board shall estimate the total amount necessary to pay all of the Common Costs for each succeeding calendar year together with any income the Association may receive. On or before December 21, the Board shall notify each Member in writing as to the amount of such estimates. The failure of the Board to comply strictly with the above time requirements shall not be deemed to be a waiver and shall not prevent the Association from collecting Assessments for Common Costs. The net of the aggregate amounts of such estimates of the next calendar year shall be assessed to those Members required to pay such Assessments according to and as specifically set forth in the Declaration. Each Member required to pay Assessments shall pay to the Association or as it may direct the Assessment made pursuant to this Section on or before the first day of each calendar year, except that the Board may elect to collect annual Assessments quarterly or monthly. On or before the date of each annual meeting following the first annual meeting, the Association shall furnish to all Members an itemized accounting of the Common Costs for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, by special Assessments, or otherwise, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the last maturing monthly installments due from the Members under the current year's estimate, pro rata. Any net shortage shall be added pro rata to the next installment due after the rendering of the accounting.

Section 2. Books and Records of Association.

The Association shall keep full and correct books of account, and the same shall be open for inspection by any Member or his representative duly authorized in writing, at such reasonable time or times during normal business hours as may be requested.

Section 3. Status of Funds Collected by Association.

All funds collected hereunder shall be held and expended solely for the purposes designated herein and shall be deemed to be held for the use, benefit and account of all Members required to pay Assessments pursuant to the Declaration.

Section 4. Reserve Fund.

The Board may establish and maintain for the Association a reasonable reserve fund for maintenance, repairs and replacements of the Common Elements, the Easement Areas and any other areas and facilities which the Association is required or has agreed to maintain, in such amount as the Board may deem necessary. The reserve, if established, may be funded through regular Assessments for Common Costs. Upon the sale of a Lot and/or Residence by any Owner, such Owner shall have no right to any portion of the funds in the reserve account; nor shall such Owner have any claim against the Association with respect thereto. Extraordinary expenditures incurred in any year which were not originally included in the estimate of the amount necessary to pay Common Costs for such year shall be charged first against the reserve fund. The amount of the reserve fund shall be reviewed annually by the Board.

Section 5. Lien of Unpaid Assessments - Interest Charges -
Late Payment Charges.

Unpaid Assessments, together with the Other Charges, shall be a lien upon the Lot in the manner specified in the Declaration. The Board may charge interest on unpaid Assessments and Other Charges at the rate specified in the Declaration or such other rate determined by the Board, subject to the limitations set forth in the Declaration. The Board may also as provided in the Declaration change the amount of the late payment charge for any payment not paid within five (5) days of the due date.

Section 6. Remedies for Failure to Pay Assessments.

The Board and the Declarant shall have all remedies for failure to pay Assessments set forth in the Declaration or available in law or in equity, and each such right in remedy of the Declarant and the Board shall be cumulative and non-exclusive.

Section 7. Statement of Unpaid Assessments.

Upon seven (7) days prior written notice to the Board and upon payment of a reasonable fee established by the Board, any Owner or existing or prospective mortgagee shall be furnished a statement of the account of such Owner setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner. Any prospective purchaser or mortgagee may rely upon such statement.

ARTICLE VII

AMENDMENT

These By-Laws may be amended to the same extent and in the same manner as the Declaration may be amended.