

Revere Title Agency, Inc. Instrument Book Page
6480 Rockside Woods South 200700770721 OR 1832 1909
Suite 280
Independence, Ohio 44131

IMF/4036Final 10/18/07

**DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS FOR
CANYON LAKE COLONY SUBDIVISION NO. 12-A
BAINBRIDGE, OHIO**

Acc 1559
Revere Title #:

THIS DECLARATION is made this 18 day of October, 2007, by CANYON WOODS, INC., an Ohio corporation, (hereinafter referred to as "Declarant/Owner") and CANYON WOODS DEVELOPMENT, INC., an Ohio Corporation (hereinafter referred to as "Developer"), having its principal place of business at 31875 Solon Road, Suite #6, Solon, Ohio 44139.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property located in the Township of Bainbridge, County of Geauga, and State of Ohio, and further described in Exhibit "A" and identified as the Canyon Lake Colony Subdivision No. 12-A on Exhibit "A-1", attached hereto and made a part hereof this Declaration; and

WHEREAS, Developer has acquired an equitable interest in the real property by virtue of a land contract between Developer and Owner dated January 3, 2006 and shall be responsible for the development of the Subdivision being constructed; and

WHEREAS, Declarant has subdivided the real property described hereinabove into thirty-eight (38) Sublots and has conveyed an interest in the Sublots to Developer and further contemplates that said third party purchasers from Developer will construct dwelling houses and other improvements upon said Sublots within the subdivision known as Canyon Lake Colony Subdivision No. 12-A as appears on the final subdivision plat recorded with Geauga County and also known as CANYON WOODS SUBDIVISION ("Subdivision"); and

WHEREAS, Declarant desires to impose certain covenants, conditions and restrictions on the real property and the Sublots to be developed which shall be binding upon Developer, all purchasers, developers, and owners of said Sublots or any portion thereof, mortgagees or persons holding or entitled to any interest therein, and the respective heirs, executors, administrators, successors and assigns, and successors in title of any of them.

NOW THEREFORE, Declarant, for the benefit of itself, its successors and assigns, in title to any of the real property and of said Sublots, and in consideration of the premises and for the purpose of carrying out the intention above expressed, does hereby make

known, publish, declare, covenant and agree that the real estate hereinabove described shall hereafter, in addition to any easements, rights-of-way, building and use restrictions, laws, ordinances and lawful requirements of the proper public authorities, be subject to the following covenants, conditions and restrictions, which shall hereafter be taken to be covenants running with the land and binding on all purchasers, developers and/or owners of the Sublots, mortgagees or persons holding or entitled to hold any interest therein, and the respective heirs, executors administrators, successors and assigns, and successors in title of any of them:

If any party hereto, or its successors, assigns heirs, executors or administrators shall violate any of the following covenants and restrictions, it shall be lawful for any person or persons owning any real property in this Subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant and to either prevent them or them from doing so or to recover damages or other dues for such violations. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force and effect.

1. The following shall apply until two (2) years after such time as the Declarant or Developer no longer owns any Sublot(s) in the real property subdivided and described hereinabove:

No grading or landscaping shall be performed on any Sublot, nor shall any building or structure, nor any addition thereto, nor any alteration thereof be erected, reconstructed, placed or suffered to remain upon any Sublot unless and until two (2) copies (one of which may be permanently retained by the Declarant or the Design Review Committee, upon formation of same) of plans and specifications thereof showing in such detail as Declarant or Developer or the Design Review Committee, upon formation of same, may request, the size, location, type, cost, use, the materials of construction, the color scheme, the plot plan and grading plan of the Sublot (including the grade elevation of said buildings and structures) have been furnished to and approved in writing by the Declarant or Developer, or the Design Review Committee, upon formation of same, and/or the Declarant's or Developer's Architect. The Declarant, Developer or the Design Review Committee, upon formation of same, reserves the right to reject all such plans and specifications as aforesaid for any reasonable ground, including, but not limited to aesthetic reasons. All plans submitted shall be drawn to 1/4" or 1/8" scale and include floor plans for all levels, plot plans and elevations. Elevations shall call out materials and colors specified. Approval of such plans and specifications shall not be withheld if the same comply with the requirements of the general plan of the Canyon Lake Colony Subdivision No. 12-A. Declarant, Developer or the Design Review Committee, upon formation of same, and/or Architect shall act on all plans submitted within fourteen (14) days after submission by the Owner. Owner must likewise comply with all Township of

Bainbridge and Geauga County requirements regarding architectural and site plan approval

2. No construction shall be performed on any Sublot except by contractors or developers who have first been approved by the Developer, in writing. It being the intent of the Declarant to maintain the quality of the dwelling houses in the Subdivision by permitting construction only by contractors and developers who have, in the Declarant's or Developer's judgment, the ability and experience to build fine quality, custom dwelling houses in accordance with the Declarant's general plans for the Subdivision.

3. Each Sublot shall be used only for single family, private residence purposes.

4. Any building erected upon any Sublot shall comply with the following requirements:

A. Type

Single family dwelling houses may be one or two story in design.

i. A single story dwelling is a structure, the living area being the first floor space only, and a space between the first floor ceiling and the roof of inadequate heights to permit its use as dwelling space.

ii. A two story dwelling is a structure, the living area of which is on two (2) levels connected by a stairway.

B. Living Area

The "Living Area" of any dwelling shall not be less than the finished habitable area as set forth below. "Living Area" shall not include garages, attics, basements, breezeways, patios, or any area not heated for year round living.

i. Such floor area shall not be less than the following in square feet:

One story	2,300
Two story	3,000

Declarant or Developer reserves the right to make minor variances in the above figures if, in its opinion, the intent of this section is maintained.

C. Exterior

The exterior of each building shall conform with the following:

- i. All materials for construction and exterior siding and exterior colors are subject to the approval of the Declarant or Developer and or the Architect and shall be appropriate to the style of architecture.
- ii. No exposed masonry block shall be permitted on any part of any structure and shall be brick to grade.
- iii. All exterior air conditioning units shall be placed at the rear of the dwelling house, or at the side of the dwelling house.
- iv. Accessory structures, such as playhouses, tool sheds, doghouses or dogruns, shall not be permitted unless same is approved by the Declarant or Developer. All playground equipment shall be placed to the rear of the dwelling house and only with approval of the Declarant or Developer.
- v. All dwelling units shall have a standard mailbox designated by Declarant or Developer, which may require U.S. Postal Service approval. The maintenance, repair and replacement of the mailboxes shall be the responsibility of the Sublot Owners after initial installation of the standard mailbox.
- vi. No exterior lighting shall be permitted which, in the opinion of the Declarant or Developer, would create a nuisance to the adjoining property owners or would otherwise be incompatible with the overall residential development.

D. Garages

Garages must be a minimum size to house not less than two (2) full size automobiles, and must be attached to the dwelling house. All garages shall be equipped with electric door openers. No carports are permitted.

E. Design Guidelines and Minimum Building Standards

Certain design guidelines and minimum building standards have been developed by Declarant and Developer in addition to those requirements set forth hereinabove and each owner of a Sublot shall acknowledge the receipt of said Design Guidelines and Minimum Building Standards dated August 20, 2007, prior to the filing of the deed for a Sublot(s) from Declarant or Developer to Owner. Declarant or Developer reserves the right to amend or modify the Design Guidelines and Minimum Building Standards, within

reason, so long as Declarant shall own any Sublot or Sublots in the Subdivision. In addition, Sublot Owner shall be responsible for delivering a copy of the Design Guidelines and Minimum Building Standards to any architect, general contractor or developer for compliance purposes prior to the submission of any plans and specifications for a dwelling house within the Subdivision.

5. Substantial duplication of existing or planned exterior characteristics of a principal resident for another Sublot may be only permitted with approval of the Declarant or Developer and/or Developer's Architect.

6. Not more than one (1) building, conforming in character to the main residence and not larger than two hundred (200) square feet, shall be permitted in the rear of a Sublot for the purpose of housing equipment. Such building must adhere to all applicable Township of Bainbridge or Geauga County requirements.

7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any Sublot at any time as a residence either temporarily or permanently.

8. During construction, the Builder shall cause all debris to be removed from the Sublot and shall not allow the burial of such debris on the Sublot or its use as fill material at any location on the Sublot or within the Subdivision.

9. All driveways on a Sublot must be paved from the garage to the street with asphalt within six (6) months after occupancy.

10. Lawns and landscaping must be installed within six (6) months of occupancy of the house. Lawns shall be seed or sod and kept properly trimmed at all times.

11. All electrical, television and telephone cables shall be installed underground and in conformance with all applicable building and zoning codes.

12. No television towers, radio towers or visible or external antennas of any type shall be permitted on any Sublot. In the event that the Township of Bainbridge shall permit satellite dishes, the same must be screened by landscaping to be approved either by the Declarant or Developer or the Township of Bainbridge.

13. No rubbish, trash, garbage or waste material shall be kept or permitted on any Sublot except in sanitary containers, which shall be placed within closed areas.

14. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Sublot, with the exception of dogs, cats and other common household pets, provided

they are not kept or bred for commercial purposes, and provided they are kept in such a manner as not to constitute a nuisance.

15. No business or noxious or offensive activity shall be carried on upon any Sublot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

16. No tractor, trailer, truck, boat or recreational vehicle such as campers, motor homes, horse trailers, etc. may be stored outside on any Sublot, nor shall any such vehicle be parked temporarily in the open on any Sublot for a period exceeding twenty four (24) hours. Long distance tractor trailers are prohibited from parking or storage on the premises, provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the building of any Sublot Owner's home. No unlicensed and/or inoperable vehicle, regardless of value, shall be stored or located outside the enclosed portion of the dwelling house and garage.

17. Each Sublot Owner shall, at his/her sole cost and expense, maintain and keep his/her dwelling house in a state of good repair. No owner of any Sublot shall permit unsightly objects to be placed or remain anywhere thereon. However, the natural wooded and ground cover conditions of portions of the Sublot may remain, provided that they are aesthetically pleasing to the appearance of the development as a whole. This restriction does not apply to Declarant or Developer.

18. All of the Sublots and real property in this Subdivision are subject to all easements and rights-of-way of record as well as those designated on the Subdivision Plat of the Canyon Lake Colony Subdivision No. 12-A. Each Sublot Owner shall be responsible for the maintenance and repair of any yard drains located within said Sublot Owner's Sublot.

19. All of the sublots and land in this Subdivision are subject to all easements and rights-of-way of record as well as those designated on the Subdivision of the Canyon Lake Colony Subdivision No. 12-A Subdivision plat. Each Owner shall be responsible for the maintenance and repair of any easements located within the right-of-way (frontage) of said Sublot Owner's sublot.

20. Declarant or Developer reserves the right for itself, its agents, employees, successors and assigns to enter upon any Sublot for the purposes of carrying out and completing the development of the property, including, but not limited to the completion of any filling, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass, whether during development or after.

21. No dwelling house shall be located on any Sublot nearer to the front Sublot line or nearer to the side street line than the minimum building setback lines shown on the

recorded plat. All side yards, rear yards and other setbacks shall conform with the requirements of the Township of Bainbridge.

22. The Declarant or Developer reserves the right from time to time to add additional property to the real property described in Exhibit "A" and to subject the same to the provisions of this Declaration of Covenants, Easements and Restrictions. To add any additional real property, Declarant or Developer shall execute and record an Amendment which expressly provides that the land described therein shall become a part of the real property and subject to the covenants, restrictions set forth in this Declaration, except as may be modified by the Amendment.

23. Declarant has provided for an Open Space Area identified as Block "A" on the final plat of Canyon Lake Colony Subdivision No. 12-A, which Area shall not be disturbed and kept in a natural state and shall be for the benefit of all Owners of Sublots within the Subdivision and any addition Sublots developed by Declarant or Developer on real property contiguous to the Subdivision to be known as Canyon Lake Colony Subdivision No. 12-B. In addition, Declarant has provided for an Open Space Area identified as Block "B", which Area shall be for the purpose of signage identifying the Subdivision and for permanent landscaping. The Canyon Woods Homeowners Association, Inc. shall be responsible for the installation, maintenance, repair and replacement of all signage landscaping installed within the Block "B" Area, as well as the perpetual Storm and Stream Preservation Easement identified on the final plat of the Subdivision.

24. No Sublot and dwelling house shall be used for other than residential purposes. No person who is adjudicated to be a sexual Predator or a habitual sex offender and required to register with a designated registering agency, thereby requiring notice to be given pursuant to the Ohio Sex Offenders Act or similar statute from another jurisdiction, as the same may from time to time be amended, may reside in or occupy a Lot/ dwelling house for any length of time. Any violation of this restriction shall subject the Sublot Owner and/or any occupant of the Sublot/dwelling house to any and all remedies provided for by law as well as this Declaration. The Association shall not, however, be liable to any Owner or occupant, or anyone visiting any Owner or the Association, as a result of the Association's alleged failure, whether negligent, intentional or otherwise, to enforce the provisions of this restriction.

25. The following activities shall be prohibited:

- a. Drilling or operating oil or gas wells on land designated for single family lots.
- b. Mining or extraction of any minerals, including the removal of sand or gravel, provided, however, this restriction shall not prohibit

the removal of any material in connection with development of the property for permitted uses by Declarant.

c. Temporary or permanent signs, billboards or advertising devices of any kind with the exception of the following: signs not larger than six square feet for offering homes for sale shall be permitted on the Sublots to be sold with the exception of any entrance sign and builder model home signs and signs that shall identify the Declarant, Developer and/or Builders and the Subdivision. Furthermore, all signage shall meet the Township of Bainbridge, Ohio zoning regulations.

d. No outdoor clothes drying areas shall be allowed in the Subdivision(s).

e. No spirituous or fermented liquor shall be manufactured or sold, either at the wholesale or at retail, on any Sublot or Sublots and no place of public entertainment or resort of any character shall be established, conducted or suffered to remain on any Sublot.

26. Owners Association

Declarant or Developer has caused to be formed a non-profit corporation known as Canyon Woods Homeowners Association, Inc. ("Association"), to maintain, manage, repair and oversee the easement areas and any Common Areas, and those duties, obligations and responsibilities of the Sublot Owners and Association pursuant to the terms and conditions contained in this Declaration. Declarant or Developer may also assign or delegate to said Association any rights or duties of the Declarant, Developer or Declarant's Architect as set forth in these restrictions. Declarant may also assign or delegate to a Developer any rights or duties of the Declarant or Declarant's Architect as set forth in these Restrictions.

The Association shall have the power to levy assessments by which the Sublot Owners shall be charged their proportionate share of the costs of maintaining the easement areas and other obligations and responsibilities contained in this Declaration or contained in the Code of Regulations and Bylaws of the Association. These assessments, if unpaid, may be secured by filing liens on the Owner's Sublot. The method of determining such Owner's share of the assessments shall be determined in a manner Declarant or Developer or the Association, in its judgment, deems reasonable and may be based upon the relative size (acreage) of the Sublots, the square footage of building on the Sublots, the values of the properties as determined by the taxing authorities, the relative benefits obtained by the Sublots, or other methods selected by Declarant or Developer or the Association. Declarant has established a Code of Regulations and Bylaws for the

Association governing the conduct of its affairs, the voting rights of the members (which shall not be substantially dissimilar from their proportionate shares for purposes of the assessments), quorum and minimum voting percentages and similar matters.

Each Canyon Lake Colony Subdivision No. 12-A Sublot Owner shall become and be a member of the Association whose membership shall consist only of the record owners of the Sublots in the Canyon Lake Colony Subdivision No. 12-A. By acceptance of a Deed for a Sublot or any other interest in the real property subject to these restrictions, each Owner and/or subsequent Owner consents to becoming a member of the Association, and agrees that its Sublot will be bound by the covenants, conditions, agreements, assessments and liens of the nature described herein. The Association shall conduct its affairs in such manner as its members and trustees shall determine provided, however, that no by-law shall be adopted or other action taken which would conflict with these restrictions and which would increase or decrease the responsibilities of the Association.

The Owner of each Sublot shall be a member of the Master Association provided for in the Original Master Declarations for Canyon Lakes Colony, but shall not have voting rights in the Master Association and shall be subject to those provisions as contained in the "Third Amendment to the First Amendment and Restatement of the Master Declaration of Covenants, Conditions, Easements and Restrictions for Canyon Lakes Colony" as recorded in Geauga County on October 3, 2007.

Each Sublot Owner shall pay as annual assessments, for each calendar year, to the Association, the initial annual amount of \$125.00 after a dwelling house has been constructed upon the Sublot and an occupancy permit has been issued or the dwelling house has been occupied. Until such time as the dwelling house has been occupied or issued a certificate of occupancy, or the Sublot has not been built upon or partially built upon, the initial annual assessment shall be \$60.00. Assessments on each Sublot shall be due and payable annually (and prorated in the event transfer shall not occur on the first of the month) following the transfer of title from Declarant or Developer. Assessments are due and payable regardless of whether or not a dwelling has been constructed on the lot. Assessments shall not be paid on any lots titled to Declarant or Developer. The trustees of the Association shall have the authority by majority vote to increase or decrease the annual assessments, and from time to time, assess and collect special or supplemental assessments. The Association shall use funds accumulated through assessments to carry out its purposes, for administration of the Association's affairs, including legal and accounting fees, and any other directly related expenses necessary to accomplish the Association's purposes.

Any claim hereunder for contribution for assessment, which is not paid to the Association within thirty (30) days from the due date shall be a secured right and secured obligation and a lien thereafter shall attach to the Sublot owned by the defaulting Owner,

effective upon and from the time of recording of a Lien Notice with the County Recorder's Office of Geauga County.

27. The Owner's of Sublots Nos. 255 Fossil Drive, 292 Fossil Drive, 288 Bryce Court, and 289 Bryce Court, are hereby restricted from ingress and egress access to Bainbridge Road and may only use either Fossil Drive or Bryce Road for driveways servicing their residences and/or garages.

28. These covenants are to run with the land and shall be binding on all parties claiming under them for a period of twenty five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Sublot Owners has been recorded, agreeing to change said covenants in whole or in part.

29. Declarant or Developer further reserves for itself, its successors and assigns, the right to grant additional easements for the purpose of the development of the Subdivision(s) and to permit deviation or grant a variance from, or to change, waive or modify any and all of the covenants, conditions and restrictions contained in this document, and, if in its sole judgment the development or lack of development on adjoining or adjacent property or topography of the land involved in Declarant's or Developer's judgment makes such course necessary or advisable, with the understanding that the Declarant or Developer herein may assign or relinquish the power herein reserved in the event it decides to do so.

30. The invalidation of any part of the covenants, conditions and restrictions contained in this instrument shall in no way affect the remainder thereof and the same shall continue in full force and effect.

31. So long as Declarant or Developer maintains an ownership interest in the real property described herein or the Canyon Lake Colony Subdivision No. 12-A, Declarant or Developer shall have the right to waive or modify this Declaration and to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this instrument. Failure by Declarant or Developer to enforce any condition, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

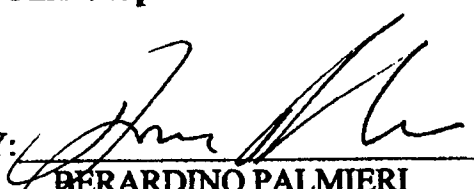
32. Upon the sale of all the Sublots by the Declarant or Developer, the Sublot Owners may enforce individually or collectively all covenants, conditions and restrictions now or hereafter imposed by the provisions of this instrument and whenever consent of the Declarant or Developer is required hereunder, such consent shall automatically vest in each Sublot Owner and the Sublot Owner seeking the consent must obtain the approval of at least two-thirds (2/3) of the Owners of the other Sublots. Failure by any Sublot Owner individually or the Sublot Owners collectively to enforce any

covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written

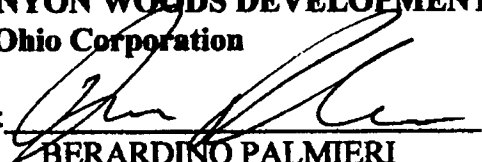
DECLARANT/OWNER

CANYON WOODS, INC.
an Ohio Corporation

BY: 
BERARDINO PALMIERI
PRESIDENT

DEVELOPER

CANYON WOODS DEVELOPMENT, INC.
an Ohio Corporation

BY: 
BERARDINO PALMIERI
PRESIDENT

200700770721
Filed for Record in
GEAUGA COUNTY OHIO
GLEN ERIC QUIGLEY
10-29-2007 At 11:09 am.
DECL 124.00
OR Book 1832 Page 1909 - 1922

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named CANYON WOODS, INC., by BERARDINO PALMIERI, the President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in said capacity, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, OH this 18 day of October, 2007.



NOTARY PUBLIC



KELLY A. PARKER
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 04-23-2008

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named CANYON WOODS DEVELOPMENT, INC., by BERARDINO PALMIERI, the President, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed in said capacity, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, OH this 18 day of October, 2007.



NOTARY PUBLIC



KELLY A. PARKER
Resident Summit County
Notary Public, State of Ohio
My Commission Expires 04-23-2008

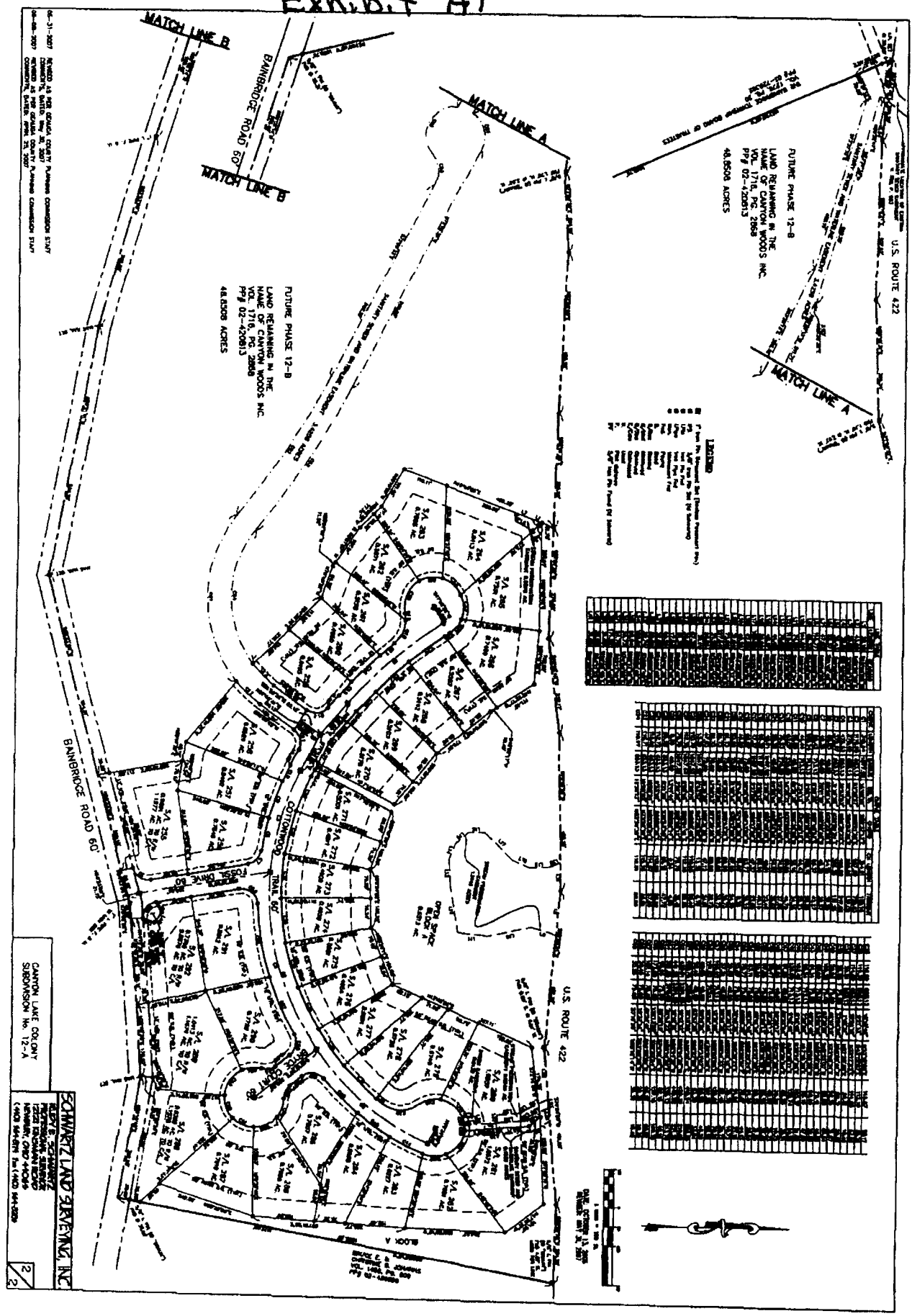
Prepared By:
Irwin M. Frank, Esquire
5910 Landerbrook Drive, Suite #200,
Cleveland, OH 44124; 440/446-1100

EXHIBIT "A"

Legal Description

Situated in the Township of Bainbridge, County of Geauga, and State of Ohio, and being part of Original Bainbridge Township Lot Nos. 3, 4, 5, 24, 25 and 26, Tract 2, Sublots 255 through 292 in the Canyon Lake Colony Subdivision No. 12-A pursuant to Plat recorded in Volume _____, Pages _____, Geauga County Records.

Exhibit A1



6-31-2007 REVIEWED AS PER CIVIL ENGINEERING DIVISION STATE PLANNING DIVISION
 6-28-2007 COMMENTS: 1. MATCH LINE B SHOULD BE PLACED AT THE CORNER OF BANBRIDGE ROAD AND COTTONWOOD DRIVE.
 6-28-2007 COMMENTS: 2. MATCH LINE A SHOULD BE PLACED AT THE CORNER OF BANBRIDGE ROAD AND U.S. ROUTE 422.

CANYON LAKE COLONY
 SUBDIVISION No. 12-A

SCHWARTZ LAND SERVICES, INC.
 1000 E. SCHWARTZ BLVD.
 SUITE 100
 DENVER, CO 80202
 (303) 733-1100
 (402) 848-1100

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