

# DECLARATION

Submitting the property known as Canyon Estates Condominium, Sagamore Hills, Ohio, to the provisions of chapter 5311 of the Ohio Revised Code.

(This will certify that copies of this Declaration, together with Drawings, Bylaws and Management Agreement attached or referred to as Exhibits thereto, have been filed in the Office of the Summit County Fiscal Officer, Summit County, Ohio)

Date \_\_\_\_\_

**JOHN A. DONOFRIO**

*By: D. Taylor,  
Deputy, Fiscal  
Officer  
Oct 15, 2003*

*10/16/03*

**TRANSFER NOT NECESSARY  
John A. Donofrio, Fiscal Officer**



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John A Donofrio, Summit Fiscal Officer

LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUMS – PHASE 1

October 8, 2003

Thence Southwesterly 14.12 feet along said curve to the left to the northeasterly corner of a parcel of land conveyed to Greenwood Village Community Association, Inc. (O.R. 256-635 Parcel B), said curve to the left is further described as follows:

Central Angle =  $3^{\circ} 57' 27''$   
Radius = 204.4900 feet  
Length = 14.1244 feet  
Tangent = 7.0650 feet  
Chord = 14.1216 feet  
Chord Bearing = S  $88^{\circ} 01' 17''$  W;

Thence Southwesterly 56.44 feet along the northerly line of said Greenwood Village Community Association, Inc. parcel and said curve to the left to the P.R.C. of a curve to the right, said curve to the left is further described as follows:

Central Angle =  $15^{\circ} 48' 52''$   
Radius = 204.4900 feet  
Length = 56.4422 feet  
Tangent = 28.4016 feet  
Chord = 56.2632 feet  
Chord Bearing = S  $78^{\circ} 08' 07''$  W;

Thence Southwesterly 67.12 feet along the northerly line of said Greenwood Village Community Association, Inc. parcel and said curve to the left to the P.T thereof, said curve to the left is further described as follows:

Central Angle =  $17^{\circ} 23' 24''$   
Radius = 221.1300 feet  
Length = 67.1158 feet  
Tangent = 33.8179 feet  
Chord = 66.8585 feet  
Chord Bearing = S  $78^{\circ} 55' 23''$  W;

Thence S  $87^{\circ} 37' 05''$  W 40.00 feet along the northerly line of said Greenwood Village Community Association, Inc. parcel to the northwesterly corner thereof and being on the easterly right of way line of Canyon View Drive;

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EXHIBITS TO DECLARATION

Exhibit No "1"	Legal Description of Parcel
Exhibit No "2"	Additional Property
Exhibit "A"	Building Drawings
Exhibit "B"	By-Laws of Canyon Estates Condominium
Exhibit "C"	Property Management Agreement for Canyon Estates Condominium
Exhibit "D"	Narrative Description of Building and Units
Exhibit "E"	Designation of Percentage Interest


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John A Donofrio, Summit Fiscal Officer

**DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS,  
RESTRICTIONS AND COVENANTS**

**FOR**

**CANYON ESTATES**

This Declaration made at Sagamore Hills, Ohio by Sandstone, Inc., an Ohio Corporation, hereinafter referred to as "Declarant",

**WITNESSETH THAT**

**WHEREAS**, the Declarant is the owner of the real estate referred to herein as "Parcel No. 1" and described in Exhibit No. 1 attached hereto and made a part hereof, and

**WHEREAS**, Declarant reserves the right to add additional real estate contiguous to Parcel No. 1 referred to herein as the "Additional Property" and described in Exhibit No. 2 attached hereto and made a part hereof, and

**WHEREAS**, it is the desire and intention of the Declarant to enable Parcel No. 1 together with the buildings, structures, improvements and fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto (hereinafter called the "Property") owned by Declarant and by each successor of the Declarant who stands in the same relation to the Property as the Declarant under that certain form of cooperative ownership commonly known as "CONDOMINIUM", and to submit the Property to the provisions of the "Condominium Property Act" of the State of Ohio, being Chapter 5311 of the Ohio Revised Code; and

**WHEREAS**, it is the desire and intention of the Declarant to provide for the submission of the Additional Property or any portion or portions thereof, together with all buildings, structures, improvements and fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to be owned by Declarant and by each successor of the Declarant who stands in the same relation to the Additional Property as the Declarant to the Condominium form of ownership, and to submit the Additional Property, or any portion or portions thereof, to the provisions of the aforesaid 'Condominium Property Act'; and

**WHEREAS**, the Declarant is further desirous of establishing for its own benefit and for the mutual benefit of all future owners or occupants of the Property, or any part thereof, which shall be known as Canyon Estates Condominium certain easements and rights in, over and upon the Property and certain mutually beneficial restrictions, reservations and obligations with respect to the property use, conduct and maintenance thereof; and



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**WHEREAS**, the Declarant desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property; and

**WHEREAS**, the Declarant hereby establishes by this Declaration a plan for the individual ownership of the Property consisting of the area or space contained in each of the Units, and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining Property which is hereinafter defined and referred to herein as the "Common Areas and Facilities". Common Areas refer to those areas that will be maintained by Canyon Estates Condominium Owners Association.

**NOW, THEREFORE**, Declarant hereby makes the following Declaration as to divisions, covenants, restrictions, limitations, conditions, easements, reservations and uses to which the Property may be put, hereby specifying that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant and each successor of declarant who stands in the same relation to the Property or Additional Property as Declarant and its and their respective heirs, executors, administrators, successors and assigns, and all Unit Owners together with their grantees, successors, heirs, executors, administrators, devisees, successors and assigns,

#### ARTICLE I DEFINITIONS

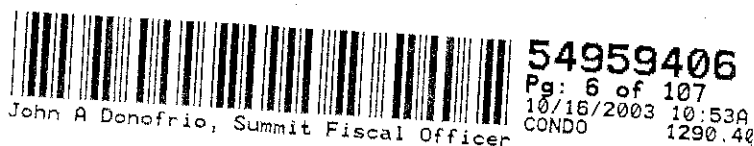
The following words and terms used in this Declaration are defined as set forth in Section 5311.01, of the Ohio Revised Code, except as otherwise herein provided.

(A) "Act" means the Ohio Condominium Act as contained in, Chapter 5311 of the Ohio Revised Code, as the same may be amended or supplemented from time to time.

(B) "Additional Property" means the land or improvements or any portion or portions thereof that may be added in the future to the Condominium Property, legal descriptions of the parcels constituting the Additional Property are described in Exhibit 2 attached hereto and made a part hereof as if fully rewritten herein.

(C) "Additional Property Buildings" means the buildings, structures, improvements and fixtures constructed on all or a portion of the Additional Property.

(D) "Association" means the organization of all the owners of Units in the Condominium Property that administers the Condominium Property, the Association being known as Canyon Estates Condominium Owners' Association. The Association is hereinafter sometimes called the 'Unit Owners Association'.



(E) "Board" means the Board of managers of the Unit Owners Association, as the same may be constituted from time to time.

(F) "Buildings" means the structures that contain the Units.

(G) "Common Areas and Facilities" includes, unless otherwise provided in the Declaration, the following parts of the Condominium Property:

(1) The real estate described in the Declaration less that portion designated as Common Open Space.

(2) All other areas, facilities, places, and structures that are not part of a Unit, including, but not limited to:

- (a) The foundations, columns, girders, beams, supports, exterior and supporting walls and roofs of buildings;
- (b) The roadways, driveways, sidewalks, yards, gardens, retention basins, parking areas, and storage areas, if any;
- (c) Easements created for the benefit of the Condominium Property;
- (d) Installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air-conditioning and incinerating;
- (e) In general, all apparatus and installations existing for common use;
- (f) Such community facilities as may be provided for in the Declaration;
- (g) All other parts of the Condominium Property necessary or convenient to its existence, maintenance, and safety, or normally in common use, or that have been designated as Common Areas and Facilities in the Declaration or Drawings.

(H) "GVCA Open Spaces" means those areas designated on the Plat or Drawings that will be owned, controlled and maintained by the Greenwood Village Community Association (GVCA).

(I) "Common Assessments" means assessments charged proportionately against all Units for common purpose.

(J) "Common Expenses" means those expenses designated as such in the Act or in accordance with the provisions of this Declaration, or both.

(K) "Common Losses" means the amount by which the Common Expenses during any period of time exceeds Common Assessments and Common Profits during that period,



(L) "Common Profits" means the amount by which the total income received from assessments charged for special benefits to specific Units, rents received from rentals of equipment or space in Common Areas, and any other fee, charge or income other than Common Assessments exceeds expenses allocable to the income, rental, fee or charge.

(M) "Common Surplus" means the amount by which Common Assessments collected during any period exceed Common Expenses.

(N) "Condominium Instruments" means this Declaration and accompanying drawings, the Bylaws of the Association, any contracts pertaining to the management of the Condominium Property, and all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or a Unit.

(O) "Condominium Ownership Interest" or "Ownership Interest" means a fee simple estate in a Unit, together with an appurtenant undivided interest in the Common Areas and Facilities.

(P) "Condominium Property" (and/or "Property") means Parcel No. 1, all Buildings, improvements and structures on Parcel No. 1, all easement, rights and appurtenances belonging to Parcel No. 1, and all articles of personal property submitted to the provisions of the Act; provided, however, when the Additional Property or any portion or portions thereof, has been added to the Condominium Property pursuant to the provisions of Article XI, hereof, the term "Condominium Property" shall also include the Additional Property, or any portion or portions thereof together with all buildings, improvements, and structures belonging to the Additional Property, all easements, rights, and appurtenances belonging to the Additional Property, and all articles of personal property, submitted to the provisions of the Act.

(Q) "Declaration" means the instrument by which the Property is submitted to Chapter 53 11 of the Ohio Revised Code and any and all amendments to the Declaration.

(R) "Limited Common Areas and Facilities" means the Common Areas and Facilities designated in the Declaration as reserved for a certain Unit or Units to the exclusion of other Units.

(S) "Occupant" means a person or persons, natural or artificial, in possession of a Unit.

(T) "Parcel No. 1" means the real estate described in Exhibit "1" attached hereto and made a part hereof.

(U) "Parcel No. 1 Buildings" means the buildings, structures, improvements and fixtures constructed on Parcel No. 1.

(V) "Purchaser" includes both an actual and prospective purchaser of a Condominium Ownership Interest.



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(W) "Rules" means such rules and regulations governing the operation and use of the Condominium Property or any portion thereof as may be adopted from time to time by the Association or the Board.

(X) "Sale of a Condominium Ownership Interest" means the execution by both parties of an agreement for the conveyance or transfer for consideration of a Condominium Ownership Interest except Sale of a Condominium Ownership Interest for the purposes of this Declaration shall not include a transfer of two or more Units from the Declaration to another developer, a subsidiary of the Declarant, or a financial institution for the purpose of facilitating the sale of or the development of the remaining or unsold portion of the Property.

(Y) "Unit" means a part of the Condominium Property consisting of one or more rooms on one or more floors of a building and designated as a Unit in the Declaration and delineated on the Drawings provided for in Section 5311.07 of the Act. "Unit" is more fully defined in Article II(A) hereof.

(Z) "Unit Owner" means a person who owns a Condominium Ownership Interest in a Unit.

(AA) "Unit Owners' Association" means the organization of all the owners of Units in the Condominium Property that administers the Condominium Property. The Unit Owners' Association is Canyon Estates, Inc. The Unit Owners' Association is hereinafter sometime called the "Association".

ARTICLE II  
ESTABLISHMENT OF CONDOMINIUM OWNERSHIP  
AND DIVISION OF PROPERTY

Declarant, in order to establish a plan of condominium ownership for the Condominium Property, hereby submits the Condominium Property, hereinbefore described, to the provisions of chapter 5311 of the Ohio Revised Code. The Condominium Property, including the multi-unit structures thereon, containing an aggregate of Twelve (12) separate apartments or Units, is hereby divided into Twelve (12) separately designated and legally described freehold estates, and one freehold estate hereinafter described and referred to as 'Common Areas and Facilities'.

Insofar as is possible, all the particulars of the land, buildings, and other improvements, including but not limited to, the layout, location, designations and dimensions of each Unit, the layout, location and dimensions of the Common Areas and Facilities and Limited Common Areas and Facilities, and the location and dimensions of all appurtenant easements are shown graphically on the set of drawings incorporated herein by reference as, Exhibit A, prepared and bearing the certified statements, Kenneth Jensen & Associates, Inc. Registered Surveyors 3 543 Darrow Road, Stow, Ohio 44224 and Dana E. Zimmer, Inc., 18259 Bradford Court, Strongsville, Ohio 44149 Registered Architects, as required by Section 5311,07, of the Ohio Revised Code. Such set of drawings is hereinafter referred to as the "Drawings" or "Allotted Drawings" and the separate



drawings comprising the set are hereinafter referred to by reference to the exhibit designations thereon.

(A) Units. Each of the Twelve (12) Units hereinbefore declared and established is a freehold estate shall consist of all the space bounded by the interior (un-drywalled) surfaces of the perimeter walls, floors and ceilings of jurisdiction over the same, including the zoning and building code requirements of the Township of Sagamore Hills and the Summit County Planning Commission and Building Department; and in accordance with the other requirements of this paragraph. Such Unit Owner shall submit a copy of the plans and specifications for such installation prepared by a registered architect and with the necessary governmental approvals noted thereon, to (i) Architectural Control Committee of Greenwood of Sagamore Hills Subdivision for approval (if required) by the Declaration of Covenants and Restrictions for Greenwood Village, Inc, Greenwood of Sagamore Hills Subdivision recorded on March 12, 1970, in Book 4993, Pages 413 through 453 of Summit county Records, as amended to date, and (ii) the Board of managers of the Canyon Estates Condominium Owners' Association for the Board's review and approval.

(1) All drywall or wood subfloor contiguous to the undecorated interior surfaces of the perimeter walls, floor and ceilings of a Unit;

The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing materials applied to said perimeter walls, floors and ceiling, and also the aforesaid finishing materials applied to the interior walls, floors, and ceilings;

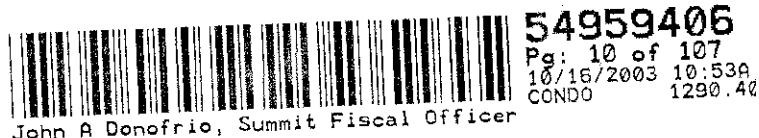
All window sashes and doors exclusive of door frames in perimeter walls and space occupied thereby;

The receptacle and switch plates and covers, grills, vent covers, registers, and other coverings of space, light fixtures, and control knobs, within the bounds of a Unit and which serve only the Unit;

The space within all fixtures located within the bounds of a Unit and the spaces occupied by the fixtures themselves;

All unenclosed space, if any, within or occupied by structural parts of the Building which may project into the Unit, as defined above, from the unfinished perimeter floor level to the unfinished perimeter ceiling level and including by way of illustration, but not by way of limitation, the space between the shelves of built-in bookcases, if any, the space within built-in cabinets, if any, and the hearth lying within fireplaces, if any;

All non-structural interior walls (other than walls separating Units) and all space between interior walls, floors and ceilings, including the space occupied by structural and component parts of the Building and by utility pipes, wires, and conduits;



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but excepting therefrom all of the following items located within the bounds of the Unit as described above, and, to the extent the following are Common Areas and Facilities or Limited Common Areas and Facilities as defined in this Declaration, are to be used and enjoyed by the Unit Owner or Occupant of the Unit in or to which they are appurtenant;

All walls, floors and ceilings separating or delineating Units, except the drywall or the wood subfloor contiguous to the undecorated interior surfaces of the perimeter walls, floors and ceilings of each Unit;

All doors, door frames, glass doors, skylights, if any, and windows (and the glass frames constituting or included therein) and window sashes, affixed to the perimeter walls, floors and roofs or ceilings of a Unit, which are hereby declared to be parts of said walls, floors and roofs;

All structural portions of a building, lying within the bounds of a Unit;

All heating, cooling and ventilating equipment, Units and installations even if located within and serving only one Unit, and all parts, installations and appurtenances thereto, including the thermostats and control devices;

All plumbing, electric, heating, cooling, ventilating and other utility or service lines, pipes, ducts, wires, plugs, outlets, conduits and valves existing within a Unit to their place of connection to the toilets, sinks, valves, registers, grills, outlets, light fixtures, appliances and receptacles within a Unit and/or to their tap, plug or shutoff valve within a Unit and all such lines, pipes, ducts, wires, plugs, outlets, conduits, and valves which serve or may serve more than one Unit or the Common Areas and Facilities,

The valves, plugs and switches at the end of any lines, pipes and wires which constitute Common Areas and Facilities,

Without limiting the foregoing, all Common Areas and Facilities and Limited Common Areas are Facilities located within the bounds of a Unit.

The layout, location, designation and dimensions of all Units are shown on the Allotted Drawings in Exhibit "A" incorporated herein by reference. Each Unit has a direct exit to a public street or to a Common Area or Facility leading to a public street.

A narrative description of the Buildings and the Units contained therein is attached hereto and made a part hereof as Exhibit D. Any inconsistencies between the narrative description of the Buildings and the Units as set forth in Exhibit D and the Allotted Drawings shall be resolved in favor of the Allotted Drawings.



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(B) Common Areas and Facilities

(1) Description of Common Areas and Facilities. The entire balance of the land and improvements thereon, including but not limited to, all buildings, foundations, roofs, main and supporting walls, exterior parking spaces, roadways, drives, storage spaces, if any, community facilities, if any, pumps, trees, lawns, gardens, pavement, balconies, porches, stoops, wires, conduits, utility lines and ducts now or hereafter situated on the Condominium Property, all as hereinbefore more specifically described in Article I(G,) hereof are hereby declared and established as the Common Areas and Facilities. Specifically, all electric fixtures, utility pipes and lines, faucets, shower heads, plugs, connections, or fixtures as defined by the laws of the State of Ohio and all replacements thereof shall be a part of the Common Areas and Facilities, unless otherwise provided by the Unit Owners' Association, however, the care, maintenance, repair and replacement of all or any portion of such elements or fixtures located within a Unit shall be the responsibility of the owner of such Unit.

(2) Limited Common Areas and Facilities. Each Unit Owner is hereby granted an exclusive and irrevocable license to use and occupy to the exclusion of all others the Limited Common Areas and Facilities which are located within the bounds of his Unit or which serve only his Unit. The Limited Common Areas and Facilities with respect to each Unit (or group of Units) shall consist of such of the following as may be construed to be Common Areas:

(a) All structural interior walls and one-half of any wall separating one Unit from the other, doors (including the entrance door to each Unit and all hardware attached thereto), floors, ceilings, skylights, if any, and rafter ceilings located within the bounds of such Unit, excluding the structural and component parts thereof;

(b) All glass and screens within window and door frames within or attached to the perimeter walls of such Unit; and all doors, hinges, locks, latches and hardware within or on the perimeter walls of such Unit or on the Limited Common Areas and Facilities belonging to such Unit;

(c) All ducts and plumbing, electrical and other fixtures, equipment and appurtenances, including the individual air-conditioning compressor for each Unit which is located outside the bounds of the Unit but which serves only the particular Unit, all other heating, air-conditioning and ventilating equipment and systems located in a Unit, thermostats and control devices, if any, and sanitary and storm sewer clean-outs located within the bounds of such Unit or located outside the bounds of a Unit but serving a particular Unit, and the structure for any of the foregoing (and space thereof), if any, located outside such Unit containing equipment serving only such Unit;

(d) All gas, electric, television antennas, if any, telephone, intercom, water or other utility or service lines, pipes, wires and conduits located within the bounds of such Unit and which serve only such Unit;



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(e) The communication, security, and smoke detector systems located within the bounds of a Unit and serving only that Unit;

(f) The patios and sidewalks (if any) serving each Unit;

(h) All other parts of the Common Area located within the bounds of such Unit and which serve only such Unit;

(i) The area (if any) adjacent to each Unit, and shown as a Limited Common Area on the Drawings. Subject to Board approval, such area may be improved by a Unit Owner with a concrete pad, plantings (including shrubs and flowers), and similar improvements,

(3) Use of Common Areas and Facilities. Each owner of a Unit shall own an undivided interest in the Common Areas and Facilities as a tenant in common with all other such owners, and, except as otherwise limited in this Declaration and in the Bylaws attached hereto as Exhibit B, each owner shall have the right to use the Common Areas and Facilities for all purposes incident to the use and occupancy of his Unit as a place of residence and such other incidental uses permitted by this Declaration and the Bylaws, including the non-exclusive easement, together with other Unit Owners, to the use and enjoyment of the Common Areas and Facilities and for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with his Unit. The extent of such ownership in the Common Areas and Facilities is hereby deemed and expressed by the percentage amount hereinafter set forth; such percentage amount shall remain constant and shall not be changed except by an amendment to this Declaration unanimously approved by all Unit Owners affected; or except by amendment to this Declaration in the manner provided in Article XII herein for the purpose of adding to the Condominium Property pursuant to Article XI herein.

(4) Ownership of Common Areas and Facilities. The percentage of ownership of the Common Areas and Facilities attributable to the ownership interest in each Unit, together with the percentage of interest in the Association for the division of Common Exercises, Common Assessments, Common Surplus, Common Profits and Common Losses, as hereinafter described in Article V, Section (B), to this Declaration, shall be in accordance with Exhibit E attached hereto and made a part hereof

The percentage of interest in the Common Areas and Facilities is by dividing one (1) by the total number of all the Units within the Buildings on the Condominium Property. For purposes of conveyance of title to Purchasers of individual Units, description by Unit number and reference to this Declaration, any amendments hereto and the Drawings and any amendments to the Drawings shall be sufficient to convey the Unit and the Ownership Interest in the Common Areas and Facilities (including the Limited Common Areas and Facilities) appurtenant thereto by dividing one (1) by the total number of all the Units within the Buildings on the Condominium Property at the time said amendment is filed for record.

(5) Partition. There shall be no partition of the Common Areas and Facilities through judicial proceedings or otherwise until this Declaration is terminated and the Condominium

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John A Donofrio, Summit Fiscal Officer

Property is withdrawn from its terms or from the terms of any statute applicable to Condominium Ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of such Unit ownership as between such co-owners.

(6) Use of Common Areas and Facilities

(a) Regulation by Association. No person shall use the Common Areas and Facilities or any part thereof in any manner contrary to or not in accordance with such Rules pertaining thereto as from time to time may be adopted by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right, but not the obligation, to promulgate Rules limiting the use of the Common Areas and Facilities to members of the Association and their respective families, guests, invitees, tenants, agents and servants. Subject to the Rules from time to time promulgated by the Association, all owners may use the Common Areas and Facilities in such manner as will not restrict, interfere with or impede the use thereof by other owners.

(b) Management Agreement. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Areas and Facilities shall be the responsibility of the Association. The Declarant, for and on behalf of the Association, upon its creation, shall enter into a Management Agreement with the Declarant, the Management Agreement to be in the form of Exhibit C attached hereto and made a part hereof, delegating to Declarant the Association's primary authority and responsibility to manage, repair, alter and improve the Common Areas and Facilities. As stated in Exhibit C, the Management Agreement shall be for a term of Three (3) years and shall automatically renew itself for consecutive one (1) year additional terms unless either party elects to terminate the Management Agreement in accordance with the terms thereof. The initial three (3) years term shall commence on the date of filing for record of a deed following the first sale of a Condominium Ownership Interest in the Property. Notwithstanding the foregoing, (i) the Association shall not be obligated under the provisions of the Management Agreement for a period which exceeds more than one (1) year from the after the date of the first meeting of Unit Owners following the earlier of five (5) years from the date of the establishment of the Association or thirty (30) days after the sale and conveyance of Condominium Ownership Interests to purchasers in good faith for value to which appertain seventy-five percent (75%) of the undivided interest in the Common Areas and Facilities calculated by comparing the number of units sold and conveyed on Parcel No. 1 and the Additional Property to the maximum number of units that may be created thereon pursuant to Article XI hereof, and (ii) either party may terminate the Management Agreement, without cause and without payment of a termination fee, upon ninety (90) days written notice to the other party. In the event of termination pursuant to (i) above, the Management Agreement may thereafter be renewed with the approval of Unit Owners entitled to exercise a majority of the voting power of the Association.

(C) Management, Maintenance Repairs, Alterations and Improvements.

(1) The Association. The Association shall manage the Common Areas and Facilities and shall maintain and keep the same in a state of good working order, condition and



repair, in a clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances and regulations applicable to the Common Areas and Facilities, by promptly, properly and in a good and workmanlike manner, making all repairs, replacements, alterations and other improvements necessary to comply with the foregoing. The Association shall also be responsible for repairing all damage to a Unit caused by the Association, including damage caused by performance by the Association of its obligations hereunder. The Association shall maintain the Common Areas noted on the approved Plot Plan except those deeded to the GVCA, which GVCA shall maintain (GVCA Open Spaces). All are shown on the Plot Plan on file in Summit County and with the GVCA. As provided in Article II(B)(6)(b) hereof, the Association may delegate all or any portion of its authority to discharge such responsibility to a manager or Managing Agent.

(2) Unit Owner, Except as may otherwise be provided herein, the responsibility of each Unit Owner shall be as follows:

(a) To maintain, repair and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, plumbing, electrical and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries, other than such utility facilities serving other Units, and to assume the same responsibility with respect to the other Limited Common Areas and Facilities belonging to his Unit, including watering the yard areas adjacent to his Unit or making such water available to the Association, Management Company or their respective contractors, agents and employees. Each Unit Owner is responsible for maintenance and repair of the walks serving his Unit, including snow removal from his walks. The Association shall be secondarily responsible for the maintenance and repair including snow removal of the side walks serving the separate Units.

(b) Not to make any alterations in the portions of the Unit or the Common Areas and Facilities, including Limited Common Areas and Facilities, which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Units or the Common Areas and Facilities without first obtaining the written consent of the Board and the Greenwood Village Architectural Control Committee, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Association and of the person or persons for whose benefit such easement exists.

(c) Not to change the number of bedrooms of the Condominium Unit to exceed two (2) bedrooms by modifying any of the space within the Condominium Unit without the express written consent of the Board of the Association and Sagamore Hills Zoning Committee and Greenwood Village Architectural Control Committee.

(d) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the Condominium Property not within the walls of the Unit, unless the written consent of the Board of the Association and the Greenwood Village Architectural Control Committee is first obtained.



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(e) To report promptly to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

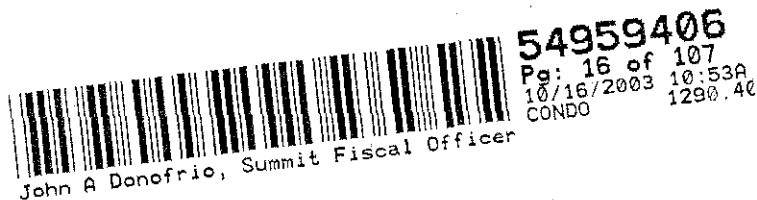
(f) To perform his responsibilities in such a manner so as not unreasonably to disturb other persons residing within the Condominium Property.

(g) To maintain, repair and replace at his expense all portions of the Condominium Property which may be damaged or destroyed by reason of his own act or neglect, the act or neglect of any Occupant of his Unit, or the willful or uninsured act or neglect of any invitee, licensee or guest of such Unit Owner or Occupant, to the extent such damage or destruction is not covered by insurance maintained by the Association. Notwithstanding the foregoing obligation of the Unit Owner, the Association (or other Unit Owner in respect of his own Unit) may, but shall not be obligated to, repair and replace the property damaged or destroyed by reason of the act or neglect of a Unit Owner, an Occupant, or their invitee, licensee or guest, and charge and collect from such Unit Owner the cost and expense paid or incurred in making any such repair or replacement. If the repair or replacement is made by the Association, the cost and expense thereof shall be a lien against the Unit Owner's Ownership Interest which the Association may assert and collect in the same manner as the Association may assert and collect a lien against a Unit Owner's Ownership Interest for non-payment of his share of assessments for Common Expenses. The right herein of the Association to assert and Collect upon a lien shall not be exclusive, but shall be in addition to all other rights and remedies available to the Association, herein in law and in equity for recovery of the cost and expense so incurred.

(h) To pay all costs for utility services (such as, without limitation, water, gas, electricity, sewage, rubbish and trash disposal or treatment and the like) furnished to his Unit or to the Limited Common Areas and Facilities designated for his use, unless any or all of such services are provided or paid for by the Association and charged to the Unit Owner as part of the Common Expenses, in which case all or any of such services so provided by the Association shall be paid for by the Unit Owner as part of his share of the Common Expenses.

(3) Rights Against Third Parties. The obligation of the Association and of Unit Owners to repair, maintain and replace the portions of the Condominium Property for which they are respectively responsible shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction or repair, alteration or improvement of the Condominium Property. The undertaking of repair, maintenance or replacement by the Association or Unit Owners shall not constitute a waiver of any rights against any warrantor but such rights shall be specifically reserved.

Notwithstanding the fact that the Association and/or any Unit Owner may be entitled to the benefit of any guarantee of material and workmanship for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantee or insurance coverage shall not excuse any delay by the Association or any Unit Owner in performing its or his obligation hereunder.



ARTICLE III  
PROVISIONS AS TO EASEMENTS, UNITS AND COMMON AREA FACILITIES

Declarant hereby creates by grant or reservation, as the case may be, in perpetuity, for its benefit and for the benefit of each Unit Owner, each mortgagee in whose favor a mortgage shall be granted with respect to any Unit, the Association, and to any other person now having or hereafter having an interest in Parcel No. I and the Additional Property or any part thereof, and the respective heirs, devisees, executors, administrators, personal representatives, successors and assigns of the foregoing persons, the Following nonexclusive rights and easements:

(A) Roadway, Utility and Other Easements. The right and easement to construct, install, repair, replace, relocate, operate and maintain roadways, driveways, sidewalks, water mains with service connections, storm and sanitary sewer lines, steam, electric, gas and telephone lines, conduits, and transmission and meter devices and other utilities, in, on, under and/or over the Condominium Property and Additional Property; the right and easement to construct, install, repair, replace, relocate, operate and maintain television cable lines and other television reception devices and security devices; the right and easement to construct, install, repair, replace, relocate, operate and maintain that portion of the heating, air-conditioning and other equipment and systems located outside of the bounds of a Unit but which serves only a particular Unit. There is further reserved for the Declarant, the Association, the Management Company or their respective contractors, agents and employees to use the outdoor faucets of Units for the purpose of watering the yard areas adjacent to such Unit.

(B) Encroachments. If by reason of the construction, repair, restoration, partial or total destruction and rebuilding, or settlement or shifting or any of the Buildings or improvements constituting a part of the Condominium Property, any part of the Common Areas and Facilities shall encroach upon any part of a Unit, or any part of a Unit shall encroach upon any part of the Common Areas and Facilities, or any part of a Unit shall encroach upon any part of any other Unit, or if by reason of the design or construction or rebuilding of the utility systems comprised within the Condominium Property any pipes, ducts or conduits serving a Unit shall encroach upon any other Unit, easements in favor of the Unit Owner or Association, as the case may be, for the maintenance of any such encroachment are hereby established; provided, however, in no event shall a valid easement for any encroachment be created in favor of a Unit Owner if such encroachment occurred due to his willful conduct.

(C) Maintenance Easements. Easements in favor of the Association over the Units and Limited Common Areas and Facilities for access as may be necessary for the purpose of maintaining the Common Areas and Facilities and easement in favor of each Unit Owner over the Common Areas and facilities for access to his Unit. Easements in favor of each Unit Owner to the or through the Common Areas and Facilities as may be necessary for the use of water, gas, storm and sanitary sewers, electric and telephone lines, and other utilities now or hereafter existing within the walls, easements for the use of television cable lines and other television reception devices, subject to the provisions of Article VII(D) hereof, easements for the use of security alarms and other security devices; and easements in favor of each Unit Owner to hang pictures, mirrors and the like upon the walls of his Unit.



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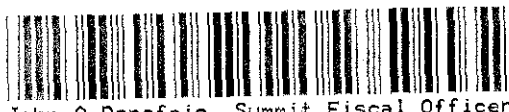
(D) Easements Through Units and Limited Common Areas. Easements in favor of the Association through the Units and the Limited Common Areas and Facilities for the purpose of installing, laying, maintaining, repairing and replacing any pipes, wires, ducts, conduits, public utility lines or structural components through the walls of the Units.

(E) Unit Owner's Rights to Ingress and Egress and Support. Each Unit Owner shall have the right to Ingress and Egress over, upon and across the Common Areas necessary for access to his Unit, including the portion of the driveway area adjacent to the garage of each Unit that provides access from the garage to the roadway (the Unit Owner to have the exclusive right to park cars within said driveway area), and to any Limited Common Areas designated for use in connection with his Unit, and shall have the right to the horizontal and lateral support of his Unit, and such rights shall be appurtenant to and pass with the title to each Unit.

(F) Association's Right to Use of Common Area. The Declarant and the Association shall have a nonexclusive easement to make such use of the Common Areas as may be necessary or appropriate to perform the duties and functions required or permitted pursuant to this Declaration, including the right to construct and maintain additions to the units to provide mechanical, maintenance and storage facilities for use by the Association.

(G) Reservation by Declarant of Easements for Ingress and Egress, Utilities and Construction. The Declarant herein hereby reserves unto itself for as long as the Declarant owns a Condominium Ownership Interest in the Condominium Property or Additional Property the easement and right for the benefit of and use by Declarant, and its agents, officers, directors, employees, licensees, servants, tenants, personal representatives, successors and assigns for ingress and egress by foot, automobile and otherwise and for utility and facility purposes, over, through and under the Condominium Property and any part thereof other than a Unit not owned by the Declarant. The Declarant further reserves easements over Condominium Property for the benefit of the Additional Property to establish the grade of the Additional Property and for necessary access to construct the Additional Property Buildings and other improvements upon the Additional Property,

(H) Future Easements to Others. Such easements as Declarant, or the Association, if the same has been formed, from time to time may hereafter grant to others on behalf of the Condominium Property for roadway, access and utility purposes, including, but not limited to, the right to install, lay, maintain, repair and replace roadways, water mains and pipes, storm and sanitary sewer lines, drainage ditches, gas mains, telephone, wires and equipment and television and electrical cables, conduits and wire over, under and along any portion of the Common Areas and Facilities (other than Limited Common Areas and Facilities), provided that it shall be a condition precedent to the use and enjoyment of any such easements that the owner or owners of land benefitted thereby shall, at his, its or their expense, restore the Common Areas and Facilities to the same condition as existed just prior to the installation of any such utility improvements, and provided further that the owner or owners of such benefitted land shall pay their fair share of the cost and expense of repairing, replacing, relocating and operating said improvements, said fair share to be determined in accordance with the provisions of the last section of this Article III. Each Unit Owner and his respective mortgage by acceptance of a deed conveying such Condominium Ownership Interest or a mortgage encumbering such Condominium Ownership Interest, as the case



may be, hereby irrevocably appoints the Declarant, or the Association if the same has been formed, his Attorney-in-Fact, coupled with an interest, and authorizes, directs and empowers such Attorney, at the option, of the Attorney, to execute, acknowledge and record for and in the name of such Unit Owner and his mortgagee such easements or other instruments as may be necessary to effect the foregoing.

Each grantee of a Unit and each mortgagee in whose favor a mortgage with respect to any Unit is granted shall be subject to and have the benefit of (as the case may be) each of the easements herein provided in the same manner and to the same extent as though such easements were expressly provided for and fully set forth in the deed of conveyance or mortgage (as the case may be), notwithstanding the omission from such deed of conveyance or mortgage (as the case may be) of reference to such easements.

(I) Easement Rights. The above easements are to be enjoyed in common with the grantees, their heirs, executors, administrators, successors and assigns, with the right reserved in the Declarant, its successors and assigns, to grant, assign or convey or dedicate to public use all or a portion of the easement rights herein to one or more assignees or grantees as an appurtenance to the Condominium Property and Additional Property, without it being considered by the grantees, their heirs, executors, administrators, successors and assigns, as an additional burden on said easement and/or the Condominium Property. Any assignment, conveyance or dedication of said easement rights by the Declarant may be made at the same time or at successive times, and the residuary easement rights of the Declarant shall not cease or determine until the Declarant has no remaining interest, of record, in the Condominium Development or Additional Property. However, the rights of all assignees or grantees in the reserved easements shall remain in full force and effect.

(J) No Severance of Ownership. No owner shall execute any deed, mortgage, lease, or other instrument affecting title to his Condominium Ownership Interest without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Areas and Facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

(K) Sharing of Expenses. In the event all or any portion of the Additional Property is not added to the Condominium Property ("Non-Added Property"), and such Non-Added Property is subsequently developed and improved by the construction thereon of dwelling Units, then the fair share of the cost and expense of repairing, replacing, relocating, operating and maintaining roadways, sidewalks, water mains and service connections, storm and sanitary sewer lines, a retention basin, if any, and drainage thereto, steam, electric, gas and telephone lines, conduits, and transmission and meter devices and other utilities and facilities installed or in, over or under the Condominium Property and/or the Additional Property and which are utilized in common by the Condominium Property and the Non-Added Property, shall be apportioned among all of the Unit Owners and/or the owner(s) of the Non-Added Property, based on the total number of Units situated within the Condominium Property plus the total number of dwelling Units actually constructed on the Non-Added Property (e.g., the total number of condominium Units, if the Non-Added Property



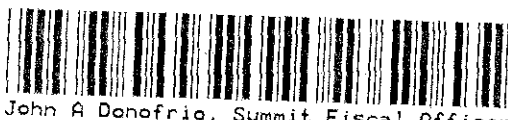
submitted to condominium ownership; the total number of residences if the Non-Added Property is improved with single-family residences; the total number of rental Units if the Non-Added Property are improved with rental Units); such fair share of such expenses attributable to the Non-Added Property shall be determined by a fraction, the numerator of which shall be the number of dwelling Units constructed on either or both of said properties and the denominator of which shall be the total number of dwelling Units constructed on the Condominium Property, and the Non-Added Property. The Non-Added Property shall not be chargeable hereunder unless and until the same are improved by the construction thereon of dwelling Units and such dwelling Units utilize the above improvements.

ARTICLE IV  
UNIT OWNERS ASSOCIATION OF  
THE CANYON ESTATES

(A) Membership. Declarant shall cause to be formed an Ohio corporation not for profit to be called THE CANYON ESTATES CONDOMINIUM OWNERS' ASSOCIATION which shall administer the Condominium Property. Each Unit Owner, upon acquisition of title to a Unit, shall automatically become a member of the Association. Such membership shall terminate upon the sale or other disposition by such member of his Unit ownership, at which time the new owner of such Unit shall automatically become a member of the Association. The Board of managers and Officers of the Association elected as provided in the Bylaws of the Association, attached hereto as Exhibit B, shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, by the Bylaws and by this Declaration upon the Association except as otherwise specifically provided, however, that in the event any such power, duty or right shall be deemed exercisable or dischargeable by, or vested in, an officer or a member of the Board of Managers, solely in his capacity as an officer or a member of the Board of managers, he shall be deemed to act in such capacity to the extent required to authenticate his acts and to carry out the purposes of this Declaration and the Bylaws attached hereto as Exhibit B.

(B) Administration of Condominium Property. The administration of the Condominium Property shall be in accordance with the provisions of this Declaration and the Bylaws of the Association which are attached hereto as Exhibit B, and each owner, tenant or occupant of a Unit shall comply with the provisions of this Declaration, the Bylaws, decisions, rules, regulations and resolutions of the Association or its representative, as lawfully amended from time to time, and failure to comply with any such provisions, decisions, rules, regulations, and resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief

(C) Service of Process. Service of summons or other process upon the Association may be made in accordance with the provisions of the Ohio Revised Code, Section 5311.20. The President, a Vice-President, the Secretary or Treasurer of the Association shall be designated by the Board of managers of the Association as its statutory agent and the statutory agent so designated shall be a resident of the Condominium and an owner of one of its units, Until such time as a statutory agent is designated service may be made upon Robert J. Belinger, Attorney, 4200 Rockside Road, Suite 101, Independence, Ohio 44131. When and after the Association is lawfully constituted the statutory agent thereof shall be the person to receive service of process, and his name and address



(and that of each successor) shall be filed with the Ohio Secretary of State on such forms as are prescribed for the subsequent appointment of a statutory agent for an Ohio corporation not for profit. Notwithstanding the foregoing, the Declarant reserves the right of the Association to designate a statutory agent to the extent permitted by Sections 5311.08 and 5311.25 of the Act.

ARTICLE V  
ASSESSMENTS

(A) General. Assessments for the management, maintenance, repair and insurance of the Common Areas and Facilities and amounts determined by the Board of managers of the Association for the establishment and maintenance of the reserve fund to meet the cost and expense of repair and replacement of the Common Areas and Facilities together with the payment of the Common Expenses, shall be made in the manner provided herein and in the manner provided in the Bylaws attached hereto as Exhibit B.

(B) Division of Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses. The proportionate shares of the separate owners of the respective Units in the Common Expenses, Common Assessments, Common Surplus, Common Profits and Common Losses of the operation of the Condominium Property shall be determined by dividing one (1) by the total number of all the Units within the Buildings on the Condominium Property. The acquisition or occupancy of any Unit shall be conclusive evidence against the owner or occupant thereof that the percentage set forth opposite each Unit in Exhibit E of this Declaration is in the proportion that the square footage of the Unit bears to the aggregate square footage of all Units on the date this Declaration is filed for record, or the date an amendment to this Declaration is filed for record pursuant to Article XI hereof, and the proportionate share of profits and expenses of each Unit Owner shall be in accordance with said percentages set forth in Article II, (B)(4) hereof. The obligation of an Owner to pay his proportionate share of Common Assessments shall commence upon such Owner's acquisition of his Unit.

(C) Non-Use of Facilities. No owner of a Unit may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of the Common Areas and Facilities, or by the abandonment of his Unit.

(D) Lien of Association. The Association shall have the right to place a lien upon the estate or interest in any Unit of the owner thereof and his percentage of interest in the Common Areas and Facilities for the payment of the portion of the Common Expenses chargeable against such Unit which remains unpaid for ten (10) days after such portion has become due and payable by filing a certificate therefor with the Recorder of Summit County, Ohio, pursuant to authorization given by the Board of managers of the Association. The certificate shall contain a description of the Unit, the name or names of the record owner or owners, and the amount of the unpaid portion of the Common Expenses. The lien is valid for a period of five (5) years from the date of filing, unless sooner released or satisfied in the same manner provided by law for the release and satisfaction of mortgages on real property or discharged by the final judgment or order of a court in an action brought to discharge the lien as hereinafter provided. In addition each Unit Owner shall be



personally liable for all assessments levied by the Association against his Unit during the period he has an ownership interest therein and any Common Assessment not paid within ten (10) days after the same shall become due and payable, shall bear interest at the maximum rate allowed by law until such time as the Common Assessment has been paid in full and the Association shall be entitled to levy against the delinquent Unit Owner its legal expenses for collection activities and foreclosures and a service charge of five percent (5%) of the amount of the delinquent payment in order to defray the cost of collection.

(E) Priority of Association's Lien. The lien provided for in Section (D) of this Article V is prior to any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and liens of first mortgages that have been filed for record. The lien provided for in Section (D) of this Article V may be foreclosed in the same manner as a mortgage on real property in an action brought on behalf of the Association by its president or any other chief officer pursuant to authority given to him by the Board of Managers. In the foreclosure action, the Association, or its agent, duly authorized by action of the Board of managers, is entitled to become a purchaser at the foreclosure sale. Suit to recover for unpaid Common Expenses shall be maintainable without foreclosing or waiving this lien securing payment of the same.

(F) Dispute as to Common Expenses. A Unit Owner who believes that the portion of Common Expenses chargeable to his Unit, for which a certificate of lien has been filed by the Association, has been improperly charged against him or his Unit may commence an action for the discharge of the lien in the Court of Common Pleas for Summit County, Ohio. In the action if it is finally determined that the portion of Common Expenses has been improperly charged to the owner or his Unit, the court shall make an order as is just, which may provide for a discharge of record of all or portion of the lien.

(G) Non-Liability of Judicial Sale Purchaser for Past Due Common Expenses. Where the mortgagee of record or other purchaser of a Unit acquires title to the Unit as a result of a judicial sale resulting from litigation, or where the mortgagee of a first mortgage of record in lieu of the foreclosure of its mortgage acquires title to the Unit by accepting a deed to the Unit, such acquired title, its successors and assigns, shall not be liable for the share of the Common Expenses or other assessments by the Association chargeable to such Unit which become due prior to the acquisition of title to such Unit by such acquirer, Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from the owners of all of the Units, including the Unit of such acquirer, his heirs, executors, administrators, successors or assigns at the time the first assessment next following the acquisition of title to such Unit by such acquirer.

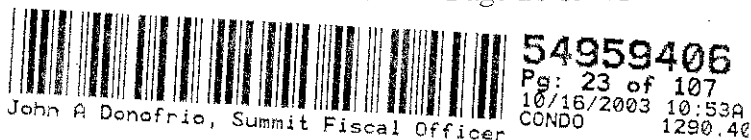
(H) Liability for Assessments on Voluntary Conveyance. In a voluntary conveyance of a Unit, other than by deed in lieu of foreclosure, the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments levied by the Association against the grantor and his Unit for his share of Common Expenses up 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 grantee shall be entitled to a statement from the Board of Managers of the Association setting forth the amount of all unpaid assessments against the grantor due the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien



for, any unpaid assessments made by the Association against the grantor in excess of the amount set forth in such statement for the period reflected in such statement.

ARTICLE VI  
INSURANCE AND RECONSTRUCTION

(A) Casualty Insurance. The Association, as a Common Expense, shall obtain for the Association, all of the Unit Owners and their respective mortgagees, as their interests may appear, and thereafter maintain in full force and effect at all times, insurance (except such insurance as may be separately provided for by a Unit Owner pursuant to Article VI(C) of this Declaration) on the following (comprising and being hereinafter referred to as the ("Insured Property"): The Parcel No. 1 Building including the Additional Property Buildings if and when the Additional Property Buildings are added to the Condominium Development, all other structures and improvements and facilities now and at any time hereafter constituting a part of the Condominium Property and all personal property owned by the Association. Said insurance shall afford protection against loss or damage by fire, lightning and such other perils as are now or hereafter covered by the standard form extended coverage endorsement commonly issued in Summit county, Ohio and such other risks as from time to time customarily shall be covered with respect to buildings, structures, improvements and facilities similar in construction, location and use as the buildings, structures, improvements and facilities comprised as part of the Condominium Property, including without limitations, vandalism, malicious mischief, windstorm, plate glass and water damage, subject to such deductible amounts not in excess of five Thousand Dollars (\$5,000.00) as the Board shall determine. The casualty insurance to be purchased hereunder shall be in an amount equal to not less than one hundred percent (100%) of the full replacement cost of the Insured Property, exclusive of excavations and foundations and exclusive of such improvements to individual Units which may be separately insured by Unit Owners as provided in Article VI(C) of this Declaration, The amount of casualty insurance shall be reviewed annually and adjusted if necessary. The cost of an appraisal shall be a Common Expense. Such casualty insurance shall provide (1) for the issuance of certificates of insurance to the Unit Owners, (2) for the issuance of certificates of insurance to the holders of mortgages on the Units, (3) that for the purpose of such insurance, improvements to Units made by Unit Owners shall not affect the valuation of the Insured Property, (4) for the payment of claims without apportionment or contribution, as though no other policy existed, (5) that the insurer waives all defenses based upon the "increase in hazard" provision, co-insurance, invalidity arising by acts of an insured, or similar defenses and waiving the so-called "vacancy" clause, (6) that the insurer waives its right of subrogation against Declarant, Unit Owners, the Association, any Managing Agent and their respective families, agents, tenants, guests and employees and all persons lawfully in possession or control of any part of the Condominium property, (7) that the insurer waives its right to elect to restore the Condominium Property, or any part thereof, in lieu of making a cash settlement in the case of the termination of this Condominium as provided for in this Declaration or pursuant to the provisions of the Act, and (8) that coverage under such insurance will not be terminated, cancelled or materially modified without ten (10) days prior written notice to all insured, including each mortgagee holding a mortgage encumbering a Unit. The Association shall pay the premiums for the insurance herein required at least thirty (30) days prior to the expiration date thereof. Certificates of such insurance, together with proof of payment of the premium therefor, shall be delivered by the Association to each Unit Owner and its respective mortgagee(s) at least ten (10)





days prior to the expiration of the then current policy(s). Furthermore, the Association shall have the right, but not the obligation, to insure portions of a Unit and the provisions of this Article VI shall not invalidate any such insurance,

(B) Insurance Beneficiaries. All casualty insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their respective mortgagee(s), as their respective interest may appear. Such casualty insurance policies shall provide that all proceeds payable as a result of losses shall be paid to the Association as trustee for the Unit Owners and their respective mortgagees, except that if a bank, savings and loan association or other institutional mortgagee is the holder of mortgages on five (5) or more Units at the time of the loss, such mortgagee shall have the right to be named as an additional payee on the insurance draft issued in settlement of such loss.

(C) Unit Owners Insurance. Except as expressly provided in this Article VI(C), no Unit Owner shall separately insure his Unit or any part thereof against loss by fire or other casualty intended to be covered by the insurance described in Article VI(A) of this Declaration. Should any Unit Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds of such other insurance payable pursuant to the provisions of Article VI(A) of this declaration shall be chargeable to the Unit Owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds. Any improvements made by a Unit Owner within his Unit, as well as the personal property of a Unit Owner, may be separately insured by such Unit Owner. Any such insurance policy(s) shall contain the waiver of subrogation provisions referred to in Article VI(A) of this Declaration. The Association shall have the right, but not the obligation, to insure portions of a Unit and the provisions of this Article VI shall not invalidate any such insurance.

(D) Insurance Prior to Formation of Association. Notwithstanding the foregoing until the Association is formed, the insurance required to be procured by the Association shall instead be procured by the Declarant.

(E) Liability Insurance. The following provisions shall govern in respect of liability insurance:

(1) The Association, as a Common Expense, shall purchase a policy or policies of comprehensive liability insurance, and thereafter maintain the same in full force and effect at all times, insuring the Association, the Board, the Managing Agent, if any, the Unit Owners, and Occupants of Units other than Unit Owner against liability for bodily injury (including death) or property damage occurring upon, in or about, or arising from the Common Areas and Facilities; such insurance shall afford protection to a limit of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect to bodily injury suffered by and one (1) person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one (1) such occurrence, and to the limit of not less than One Hundred Thousand Dollars (\$100,000.00) in respect to damages to or destruction of property. Such liability insurance shall contain a cross-liability endorsement to cover liability of one insured to the other.



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(2) Such comprehensive liability policy shall not insure against liability for bodily injury or property damage occurring within an individual Unit. A Unit Owner may carry such additional personal liability insurance as he may desire,

(3) Notwithstanding the foregoing, until the Association is formed, such comprehensive liability insurance to be procured by the Association shall instead be procured by the Declarant.

(F) Additional Insurance. The Association shall also obtain such other insurance as its discretion may determine.

(G) Damage or Destruction. The following provisions shall govern in the event of any damage or destruction to the Insured Property:

(1) In the event of any damage or destruction of any of the Insured Property, if the proceeds of any policy or policies insuring against such damage or destruction and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied in payment therefor; provided, however, that in the event, within ninety (90) days after such damage or destruction, the Unit Owners, if they are entitled to do so pursuant to Article VI(G)(3) of this Declaration shall elect not to repair, restore or reconstruct, then such repair, restoration or reconstruction shall not be undertaken,

(2) In the event the damage or destruction of the Insured Property shall be attributed to any cause or peril which is not insured against, or if insured against, the insurance proceeds shall not be sufficient to pay the cost of repair, restoration or reconstruction, then (unless the Unit Owners shall within ninety (90) days after such damage or destruction, if they are entitled to do so pursuant to Article VI(G)(3) of this Declaration, elect not to repair, restore or reconstruct such insured Property) such deficiency shall be provided either by means of Common Assessments or by means of an appropriation from the reserve maintenance fund, or such other fund as may be established for the purpose of providing for the restoration and replacement of the Common Areas and Facilities or any combination of the foregoing methods, as the Board in its sole discretion may determine.

(3) In the event any damage or destruction renders fifty percent (50%) or more of the Units uninhabitable, the Unit Owners may, by the vote of those entitled to exercise not less than seventy-five percent (75%) of the voting power, elect not to repair, restore or reconstruct the Insured Property at a meeting which shall be called within sixty (60) days after the occurrence of the casualty. Upon such election, all of the Condominium Property shall be subject to an action for sale as upon partition at the suit of any Unit Owner. In the event of any such sale or a sale of the Condominium Property after such election, by agreement of all Unit Owners, the net proceeds of the sale together with the net proceeds of insurance, if any, and any other indemnity arising because of such damage or destruction, shall be considered as one fund and shall be distributed to all Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities. No Unit Owner, however, shall receive any portion of his share of such proceeds until all liens and

encumbrances on his Unit have been paid, released or discharged. Upon such payment, the interest of the Unit Owner in the Condominium Property shall terminate, and the Unit Owner shall execute and deliver any and all documents or instruments as may be reasonably requested by the Association to evidence such termination. Moreover, in the event of any such sale of the Condominium Property, the members of the Board are hereby authorized to execute and deliver, on behalf of the Association and all of the Unit Owners, any instruments necessary or required to effect such sale or sales and each Unit Owner shall be obligated to execute and deliver such instruments and to perform such acts as may be necessary or required to effect, such sale or sales.

(4) Immediately after any damage or destruction to all or any part of the Condominium Property which is required to be covered by insurance carried by the Association in accordance with the provisions of Article VI(A) of this Declaration, and Board of its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair, restoration or reconstruction of the damaged or destroyed property. Such costs way include professional fees of attorneys, public insurance adjusters and others and premiums for bonds. Repair, restore or reconstruct as used in this subsection (G)(4), means repairing, reconstructing or restoring the Insured Property to substantially the same condition to which it existed prior to such damage or destruction. Each Unit Owner upon acquisition of title to his Unit, shall be deemed to have delegated, to the Declarant, prior to the formation of the Association, and thereafter to the Board, or their respective agents, his right to adjust with insurance companies all losses under the casualty insurance required to be carried by the Association pursuant to Article VI(A) of this Declaration.

(5) Except as otherwise provided in Article VI(G)(3) of this Declaration if all or any part of the Insured Property shall be damaged or destroyed, the Association shall cause the same to be restored substantially in accordance with the Drawings.

(6) Unless the Unit Owners shall have elected not to restore such damage pursuant to Article VI(G)(3) of this Declaration, each Unit Owner shall repair and restore that portion of his Unit not required to be covered under the casualty insurance required to be carried by the Association pursuant to Article VI(A) of this Declaration.

(7) With respect to all policies of insurance obtained by the Association and by the Unit Owners, the Association and each Unit Owner do hereby waive (to the extent permitted by such policy, but only to the extent of the proceeds payable in connection therewith) all rights of Recovery and causes of action against each other, the Unit Owners, the members of the family of each Unit Owner and his tenants and any other Occupants of the Condominium Property, the Association, the Board, and the Managing Agent, if any, for any loss which may result from any of the perils insured against under any such policies; and each such policy shall provide for a release by the insurance company issuing such policy of such of its rights of subrogation thereunder as shall be co-extensive with the foregoing waivers.

(8) The proceeds of insurance collected on account of a casualty, and the Assessments on account of such casualty and/or appropriations from any funds set aside for such purpose, shall constitute a construction fund which shall be disbursed by the Association in payment

of the cost of repair, restoration or reconstruction, from time to time as the work progresses. The Association shall make such disbursements upon its receipt of certificates from the architect or general contractor selected by it to be in charge of the repair, restoration or reconstruction. Said certificates shall: (i) state that the sum requested is justly due to the contractors, subcontractors, materialmen, architects or other persons who rendered services or furnished materials in connection with the work, (ii) give a brief description of the services and materials for which such progress payment is requested; (iii) state that the sum requested does not exceed the value of the services and materials described in the certificate; (iv) state that except for the amount stated in such certificate to be due as aforesaid and for work subsequently performed, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a mechanic's, materialmen's or similar lien for such work upon the Common Areas and Facilities or any Unit; and (v) state that the cost of the work remaining to be done subsequent to the date of said certificate, does not exceed the amount of the construction fund remaining with the Association after the payment of the sums so requested. If there is a balance in the construction fund after payment of all costs of repair, reconstruction or restoration, such balance shall be distributed jointly to the Unit Owners and their respective mortgagees who are the beneficial owners of the funds.

(H) Negligence of Unit Owner. Each Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his negligence, or by that of any member of his family or his or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. A Unit Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Unit or its appurtenances or of the Common Areas and Facilities or Limited Common Areas and Facilities.

ARTICLE VII  
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Areas and Facilities shall be occupied and used as follows:

(A) No part of the Property shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence by the Unit Owner and his family, or by lessees or guests of the Unit Owner and his family, except for such limited professional or commercial use as the Declarant or the Board of Managers, upon application of an Owner or Purchaser, from time to time may authorize as not being inconsistent with the residential character of the Condominium Property and not being in violation of the zoning ordinances of Sagamore Hills Township.

(B) There shall be no obstruction of the Common Areas and Facilities nor shall anything be stored in the Common Areas and Facilities without the prior consent of the Board except as hereinafter expressly provided, Each owner shall be obligated to maintain and keep in good order and repair his own Unit.

(C) Nothing shall be done or kept in any Unit or in the Common Areas and Facilities which will increase the rate of insurance on the Common Areas and Facilities without the prior



written consent of the Board. No owner shall permit anything to be done or kept in his Unit or in the Common Areas and Facilities which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Areas and Facilities.

(D) Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, or exposed on, at or from any window, without the prior consent of the Board. Furthermore, no curtains, drapes, shades or blind shall be displayed in or from any window or glass door of a building without the prior written consent of the Association unless the part thereof within view from the exterior of a building is white, near white or beige in color.

(E) No animals, pigs of any nature, rabbits, livestock, fowl or poultry of any kind shall be raised bred, or kept in any Unit or in the Common Areas and Facilities, or in the Limited Common Areas and Facilities, except that dogs, cats, birds or similar household pets may be kept in Units, subject to rules and regulations 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 shall be permanently removed from the Property upon three (3) day's notice from the Board.

(F) No noxious or offensive activity shall be carried on in any Unit or in the Common Areas and facilities or Limited Common Areas and Facilities, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other owners or occupants.

(G) Nothing shall be done in any Unit or in, or to the common elements which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein.

(H) No clothes, sheets, blankets and/or other articles shall be hung out or exposed on any part of the Common Areas and Facilities or Limited Common Areas and Facilities. The Common Areas and Facilities shall be kept free and clear of rubbish, debris and other unsightly materials.

(I) There shall be no parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Areas and Facilities except that baby carriages, bicycles and other personal property may be stored in a common storage area designated for that purpose, and that balcony and patio areas, if any, must be used for their intended purposes.

(J) No trucks (except two-axle trucks having no more than four tires), buses, boats, camper trailers, house trailers or other trailers shall be stored, kept or maintained in any driveway, roadway or any other Common Area or Facility, Limited Common Area and Facility or in any shed (excepting authorized vehicles of the Declarant, or the Board and their respective agents and contractors for construction or maintenance purposes, or other purposes that benefit the Condominium Property).



(K) Except as provided in Section (A) of this Article, no industry, business, trade occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein, except as otherwise set forth in this Declaration. Nothing in this Declaration or the ByLaws shall be construed to prohibit, and the right is hereby reserved by the Declarant and granted to the Association, to offer garage service, cable T.V. service and coin-operated washers and dryers or vending machines, or other "commercial" enterprises in the Common Areas and Facilities, provided that such operation shall be primarily intended for the convenience and welfare of the Owners of the Condominium Property notwithstanding that the enterprises may produce a profit. The right is reserved by the Declarant, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. The right is reserved by the Declarant, or its agent, to use any unsold Unit or Units for office, sales or display purposes.

(L) Nothing shall be altered or constructed in or removed from the Common Areas and Facilities except upon the written consent of the Board and the Greenwood Village Architectural Control Committee.

(M) The covenants and restrictions contained herein are in addition to the covenants and conditions contained in document entitled "Declaration of Covenants and Restrictions for Greenwood Village, Inc. Greenwood of Sagamore Hills Subdivision", dated March 12, 1970 and recorded in Book 4993, Page 413 et seq, of Summit County Records and supplements thereto including, but not by way of limitation, the Seventh Supplement thereto and as amended or maybe amended to date and recorded in O.R Volume 149, Page 158 of Summit County Records. In the event of a conflict between said covenants and restrictions and the covenants and restrictions contained herein, the more restrictive shall govern.

ARTICLE VIII  
REHABILITATION OF EXISTING BUILDINGS,  
STRUCTURES, AND OTHER IMPROVEMENTS

The Association may, by the affirmative vote of Unit Owners entitled to exercise not less seventy-five percent (75%) of the voting power, determine that the Condominium Property is obsolete in whole or in part, and elect to have the same renewed and rehabilitated. The Board shall thereupon proceed with such renewal and rehabilitation and the cost thereof shall be a Common Expense. In such event any Unit Owner who does not vote for such renewal and rehabilitation may elect, in a writing served by him on the President, of the Association within thirty (30) days after receiving notice of such vote, to receive the fair market value of his Ownership Interest less (a) the amount of any liens and encumbrances on this Unit as of the date such vote is taken and (b) the amount of any liens any encumbrances arising out of actions of said Unit Owner filed during the period from the date of such vote to the date of conveyance, in return for a conveyance of his Ownership Interest, subject to such liens and encumbrances, to the Board of Managers and their successors in office, or such nominee as they shall designate, for the benefit of all the owners, In the



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event of such election by a Unit Owner to receive the fair market value of his Ownership Interest, such conveyance and payment of the consideration therefor, which shall be a Common Expense to the Unit Owners who have elected to renew and rehabilitate, shall be made within ten (10) days thereafter, and, if such Unit Owner and majority of the Board cannot agree upon the fair market value of such Unit, such determination shall be made by the majority vote of three appraisers, one of whom shall be appointed by the Board, one of whom shall be appointed by such Unit Owner, and the third of whom shall be appointed by the first two appraisers.

ARTICLE IX  
SALE OF THE PROPERTY

The owners by affirmative vote of not less than eighty-five percent (85%) of the voting power, at a meeting of voting members duly called for such purpose, may elect to sell the Condominium Property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however that any Unit Owner who did not vote in favor of such action and who has filed a written objection thereto with the Board within thirty (30) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal by an appraiser agreed to by such Unit Owner and the Board, less the amount of any first mortgage lien and other encumbrances and less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement by such Owner and the Board to select an appraiser within ten (10) days from the expiration of said thirty (30) day period, such Unit Owner and the Board within five (5) days thereafter, shall, within five (5) days thereafter, each select an appraiser and the two so selected shall select a third appraiser, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal. The appraisal expense shall be borne one-half (1/2) by the Unit Owner and one-half (1/2) by the Association. If the Condominium Property is sold, the proceeds of sale shall be received and held by the Association in trust for the benefit of the Unit Owners and their respective mortgagees as their respective interests may appear, and such proceeds shall be disbursed as soon as possible to satisfy first mortgage liens, unpaid assessments and other liens and encumbrances, with the balance to be distributed to the Unit Owners,

ARTICLE X  
REMEDIES FOR BREACH OF COVENANTS,  
RESTRICTIONS AND REGULATIONS

(A) Abatement and Enjoyment. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any restriction or condition or Rule adopted by the Board, or the breach of any covenant or provision contained in this Declaration of the Bylaws, the Association shall have the right, in addition to the rights hereinafter set forth in this Article X and those provided by law:



(1) to the extent permitted by law, enter upon the portion of the Condominium Development which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration or of the Bylaws or the Rules, and the Declarant, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The Association shall be entitled to be reimbursed for legal fees incurred in connection with any such action.

(B) Involuntary Sale. If any owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the Rules adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Board shall have the right, upon the giving of at least ten (10) days' prior written notice, to terminate the rights of such Unit Owner to continue as an owner and continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the Unit Owner for a decree of mandatory injunction against the Owner or occupant or, in the alternative, a decree declaring the termination of the right of such Unit Owner to occupy, use or control the Unit owned by him, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall establish, except that the court shall enjoin and restrain such Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall be paid to discharge court costs, mortgages and any other liens and encumbrances of record, in the order of their priority, and all such items shall be taxed against such Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments owing to the Association or any liens required to be discharged shall be paid to the Unit Owner, Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit ownership and to immediate possession of the Unit sold and may apply to the court for a writ for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XI  
ADDITIONS TO CONDOMINIUM PROPERTY

Declarant contemplates constructing certain residential structures and other improvements on the Additional Property and submitting the Additional Property together with the buildings and other improvements to be constructed thereon (being hereinbefore defined as the "Additional Property Building") and all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Act, so the same will become in all respects part of the Condominium Property. Declarant's right to submit the Additional Property and the Additional Property Buildings to be



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constructed thereon to the provisions of this Declaration and the Act shall be in accordance with the following provisions:

(A) Declarant hereby reserves the right and option, but not the obligation to submit the Additional Property, or any portion or portions thereof in one (1) or more submissions, together with the Additional Property Buildings which may be constructed thereon, all easements, rights and appurtenances belonging thereto, and all articles of personal property existing for the common use of the Unit Owners to the provisions of this Declaration and the Act.

(B) Except as otherwise provided in this Article XI and the Act, there are no limitations on Declarant's right and opinion to expand the Condominium Property to include the Additional Property and there is no requirement for the consent of Unit Owners to such expansion.

(C) Declarant has a period of seven (7) years from the date the Declaration is filed for record to expand the Condominium Property to include the Additional Property. Other than the expiration of the time limits set forth above, there are no circumstances that will terminate the Declarant's right to expand the Condominium Property to include the Additional Property.

(D) A metes and bounds legal description of the Additional Property when and if acquired shall be set forth in Exhibit No. 2 hereof

(E) The Declarant is not obligated to expand the Condominium Property to include all or any portion of the Additional Property.

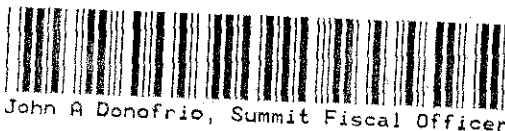
(F) The Declarant has the right to expand the Condominium Property to include the Additional Property, or any portion thereof, in one (1) or more submissions. There are no limitations fixing the boundaries of the portions of the Additional Property that the Declarant may submit to the Condominium Property and there are no limitations on the order of which portions of the Additional Property may be submitted to the Condominium Property.

(G) Except for private deed restrictions and except for the requirements of the governmental authorities having Jurisdiction over the same, including the zoning requirements of Sagamore Hills Township, there are no limitations as to the location of any improvements that may be made on any portion of the Additional Property.

(H) The Declarant anticipates constructing thirty three (33) Units on the property.

(I) The Units to be constructed on the Additional Property are restricted exclusively to residential use and related common purposes for which the Condominium Property was designed.

(J) Although the Declarant anticipates that the Additional Property Buildings shall be compatible with the Parcel No. 1 Buildings with respect to quality of construction, principal materials to be used and architectural style, the Additional Property Buildings need not be compatible with the Parcel No. 1 Buildings with respect to the foregoing.



(K) The Declarant is not obligated to construct improvements on the Additional Property. Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the same, including the zoning and building requirements of Sagamore Hills Township, there are no restrictions or limitations upon the improvements that may be made upon the Additional Property.

(L) Although the Declarant anticipates that the Units to be constructed on the Additional Property will be substantially identical to the Units constructed on Parcel No. 1, the Units to be constructed on the Additional Property need not be substantially identical to the Units constructed on Parcel No. 1. Except for private deed restrictions, if any, and except for the requirements of the governmental authorities having jurisdiction over the types of Units to be constructed on the Additional Property, including the zoning and building requirements of Sagamore Hills Township, there are no limitations on the types of Units that may be constructed on the Additional Property,

(M) The Declarant is not reserving any right to either create Limited Common Areas and Facilities within any portion of the Additional Property (except for the Limited Common Areas and Facilities referred to in Article II(B)(2) of this Declaration) or to designate Common Areas and Facilities within the Additional Property or any portion thereof that may subsequently be assigned as Limited Common Areas and Facilities.

(N) The Declarant reserves the right to assign its rights and option to expand the Condominium Property to include the Additional Property, or any portion thereof, to any successor of the Declarant who stands in the same relationship to the Condominium Development as the Declarant.

(O) At the time or times Declarant expands the Condominium Property to include the Additional Property, or any portion or portions thereof, the Declarant shall submit with the amendment to the Declaration expanding the Condominium Property such drawings of the Additional Property being submitted as are required by Section 5311.07 of the Act to show graphically, insofar as is possible, all the particulars of the land, buildings and other improvements, including, but not limited to, the layout, location and dimensions of the Common Areas and Facilities and Limited Common Areas and Facilities, for the Additional Property, or portion thereof, being submitted.

(P) The Declarant reserves the right to amend this Declaration in the manner provided in Article XII hereof, in such respects as the Declarant may deem advisable in order to effectuate the provisions of this Article XI including, without limiting the generality of the foregoing the right to amend this Declaration to do the following:

(1) To include the Additional Property, or any portion or portions thereof and the improvements constructed thereon as part of the Condominium Property;

(2) To include descriptions of the Additional Property and the Additional Property Buildings in this Declaration and to add drawings of the Additional Property and Additional Property Buildings to Exhibit 1 hereto; and

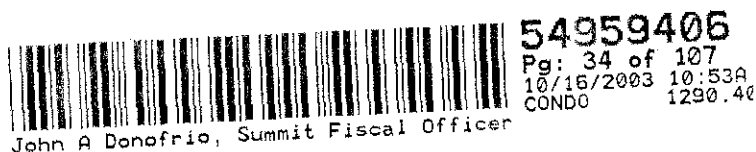


(3) To provide that the owners of Units in the Additional Property Buildings shall have an interest in the Common Areas and Facilities of the Condominium Property and to amend Article II (B)(4) hereof so as to establish the percentage of interest in the Common Areas and Facilities which the owners of all Units within the Buildings on the Condominium Property will have at the time of such amendment, which shall be determined by dividing one (1) by the total number of all the Units within the Buildings on the Condominium Property at the time said amendment is filed for record. The determination shall be made by Declarant and shall be conclusive and binding upon all Unit Owners.

ARTICLE XII  
AMENDMENT OF DECLARATION

(A) In General. Except where otherwise provided in this Article XII or in any of the other Articles of this Declaration or by the Act, the provisions of this Declaration may be amended by an instrument in writing setting forth specifically the item or items to be amended and/or any new matter to be added, which instrument shall have been duly authorized by the affirmative vote of those Unit Owners having at least seventy-five percent (75%) of the voting power of the Association. Said instrument shall be signed and acknowledged by any two (2) officers of the Association, and must contain the certification by the President or Secretary of the Association that a copy of the amendment has been mailed or hand delivered to all Unit Owners and all first mortgagees of Units and that Unit Owners having at least seventy-five percent (75%) of the voting power of the Association affirmatively approved the amendment. In the case of an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof, this Declaration may be amended by an instrument in writing signed by at least one (1) officer of Declarant. An amendment hereunder must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and amendments hereto are recorded. Upon written request, the Declarant shall furnish a copy of an amendment for the purpose of adding to the Condominium Property pursuant to Article XI hereof to a Unit Owner and a first mortgagee of a Unit Owner. No amendment by the Board or Unit Owner shall have any effect, however, upon the Declarant, the rights of Declarant under this Declaration and upon the rights of bona fide mortgagees until the written consent of the Declarant and/or such mortgagees to such amendment has been secured. Such consents shall be retained by the Secretary of the Association or the Declarant, as the case may be, and the Secretary's certification in the instrument of amendment as to the consent or non-consent of Declarant and the names of the consenting and non-consenting mortgagees of the various Units may be relied upon by all persons for all purposes. An amendment hereunder shall be effective upon recording of the amendment in the Office of the County Recorder of Summit County, Ohio; provided, however, that no provision in the Declaration may be amended so as to conflict with the obligatory provisions of the Act.

(B) Special Amendment. Prior to the formation of the Association, Declarant shall have the right and power, and after the formation of the Association the Board shall have the right and power, to record a special amendment ("Special Amendment") to this Declaration at any time, and from time to time, which amends this Declaration (1) to comply with requirements of the Federal 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 Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (2) to induce any such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Condominium Ownership Interests, (3) to bring this Declaration into compliance with the Act or (4) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment hereto, or (5) to comply with the underwriting requirements of insurance companies providing casualty insurance, liability insurance and other insurance coverages for the Condominium Development. Insurance of the foregoing, a power coupled with an interest is hereby reserved and granted to Declarant and/or to the Board to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other Instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant and/or to the Board to vote in favor or, make and record Special Amendments.

ARTICLE XIII  
SUBDIVISION OR COMBINATION OF UNITS

(A) A Unit may be divided by the Unit Owner thereof into two or more separate new Units, and/or a Unit or any portions thereof may be transferred by the Unit Owner thereof to the Unit Owner(s) of a Unit or Units adjacent thereto and combined with such adjacent Unit or Units, and made a part thereof, for use together with such adjacent Unit or Units thereby forming a new Unit, and the Common Areas and Facilities affected by such combination and/or division may be relocated as reasonably required to effect such combination and/or division. Any such change in Units is hereinafter referred to as a "Combination and/or Division". Any Combination and/or Division shall be done in conformity with the provisions of this Paragraph and shall be confirmed by an amendment to the Declaration and Drawings showing and Combination and/or Division.

Each Combination and/or Division shall comply with the following requirements:

(1) All Unit Owners whose Units are involved in the Combination and/or Division and all mortgagees of such Units approve, in writing, the Combination and/or Division and must execute the amendment to the Declaration confirming the same.

(2) The Combination and/or Division shall comply with all building and zoning requirements of any governmental authorities having Jurisdiction.

(3) Any change in the percentage of ownership of Units in the Common Areas and Facilities shall not affect any Units except the Units involved in the Combination and/or Division.

(4) No Combination and/or Division shall adversely affect the (a) support, maintenance and/or safety of the Common Areas and Facilities; (b) access to the Common Areas and Facilities; and/or (c) any utility or service equipment, lines, pipes, wires, ducts or conduits serving the Condominium Property.

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CONDO 1290.40

John A Donofrio, Summit Fiscal Officer

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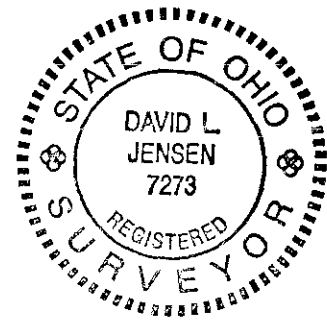
LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUMS – PHASE 1

October 8, 2003

N 2° 22' 55" W 40.40 feet along the easterly right of way line of Canyon View Drive to the true place of beginning and containing 1.7535 acres of land as surveyed in October 2003 by David L. Jensen, Registered Surveyor No. 7273.

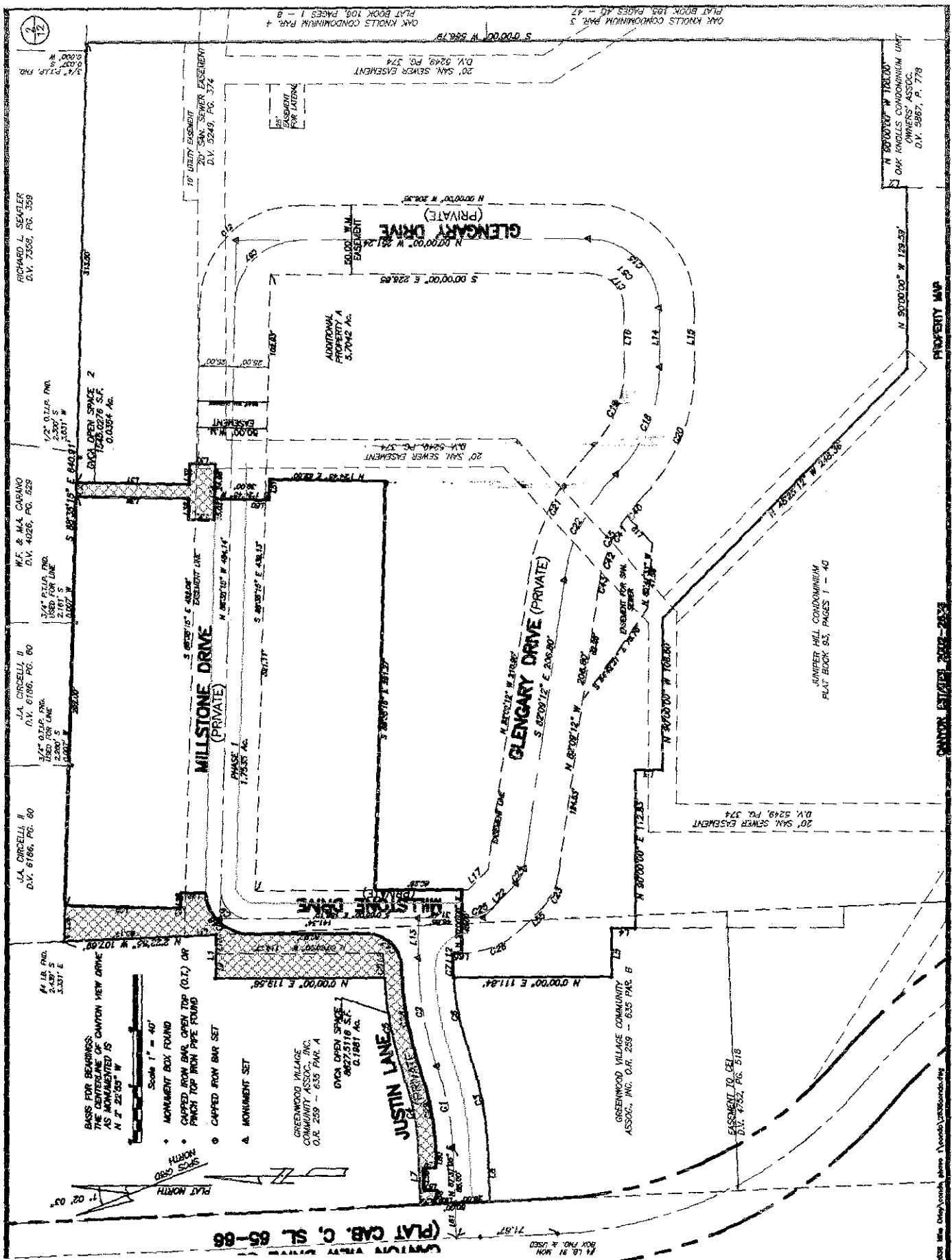
The basis for bearings is the bearing N 2° 22' 55" W for the monumented centerline of Canyon View Drive as is appears on Greenwood Village Subdivision No. 8 as recorded in Plat Cabinet D, Slides 15-16.



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John A Donofrio, Summit Fiscal Officer





(PLAT CAB. C, PL. 65-86)



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 CONDO 1290.40

John A Donofrio, Summit Fiscal Officer

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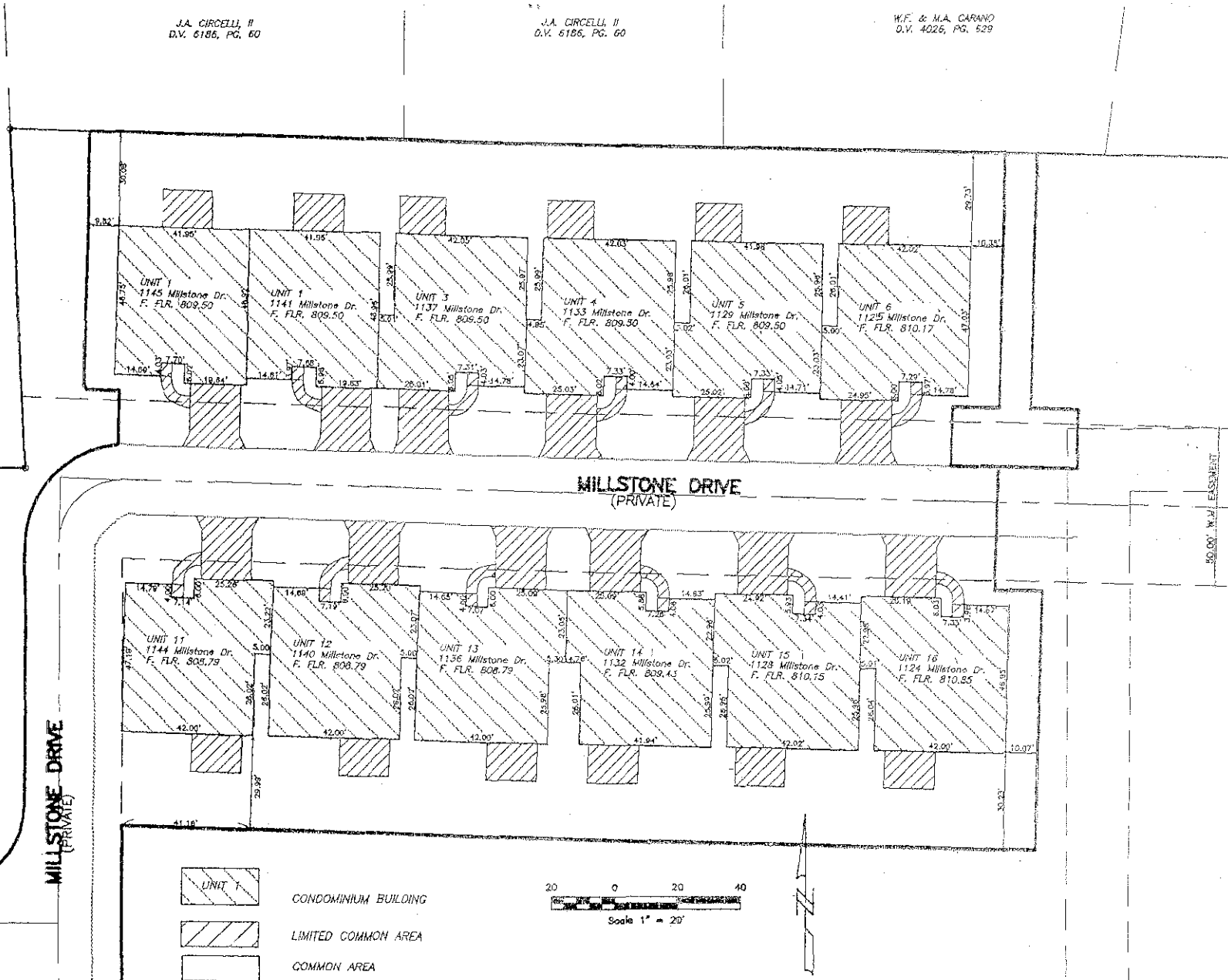
J.A. CIRCELLI, II  
D.V. 6186, PG. 60

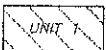
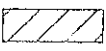

J.A. CIRCELLI, II  
D.V. 6186, PG. 60

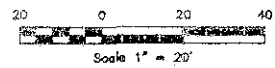
W.F. & M.A. CARANO  
D.V. 4026, PG. 529



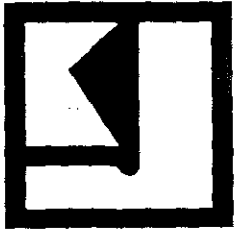
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-  UNIT CONDOMINIUM BUILDING
-  LIMITED COMMON AREA
-  COMMON AREA







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John A Donofrio, Summit Fiscal Officer

**KENNETH JENSEN & ASSOCIATES, INC.**  
**ENGINEERS & SURVEYORS**

3543 DARROW ROAD  
STOW, OHIO 44224  
PHONE 330 - 688 - 6049  
FAX 330 - 688 - 6040

2002-2636

**LEGAL DESCRIPTION**

**CANYON ESTATES CONDOMINIUMS – ADDITIONAL PROPERTY**

October 8, 2003

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio, being part of Northfield Township Lot 86 and further described as follows:

Beginning at the intersection of Aurora Road (S.R. 82 – Variable R/W) and the centerline of Canyon View Drive (50' R/W) (witness a 3/4" iron bar found N 68° 03' 17" W 512.67 feet at the centerline intersection of Aurora Road and Chaffee Road);

Thence S 21° 56' 43" W 50.22 feet along the centerline of Canyon View Dr. to a P.C. of a curve to the left (witness a #4 iron bar found and used for line in a monument box 0.422 feet north and 0.170 feet east of said P.C.);

Thence Southwesterly 177.29 feet along the centerline of Canyon View Drive and said curve to the left to the P.T. thereof (witness a #4 iron bar found and used for line in a monument box 0.524 feet north and 0.022 feet west of said P.T.) said curve to the left is further described as follows:

Central Angle = 24° 19' 38"  
Radius = 417.5502 feet  
Length = 177.2877 feet  
Tangent = 90.0000 feet  
Chord = 175.9590 feet  
Chord Bearing = S 9° 46' 54" W;

Thence S 2° 22' 55" E 851.04 feet along the centerline of Canyon View Dr. to a point;

Thence N 87° 37' 05" E 25.00 feet along the centerline of a private drive called Justin Lane to a point on the easterly right of way line of Canyon View Dr.

*Exhibit #2*

LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUMS – ADDITIONAL PROPERTY

October 8, 2003

Thence N 2° 22' 55" W 15.40 feet along the easterly right of way line of Canyon View Dr. to a point;

Thence N 2° 22' 55" W 9.60 feet along the easterly right of way line of Canyon View Dr. to a northwesterly corner of the Grantor's and the southwesterly corner of a parcel of land conveyed to Greenwood Village Community Association, Inc. (O.R. 259 –635 Parcel A);

Thence N 87° 37' 05" E 40.00 feet along a northerly line of the Grantor's and the southerly line of said Greenwood Village Community Association, Inc. parcel to the P.C. of a curve to the left;

Thence Northeasterly 51.94 feet along a northerly line of the Grantor's and the southerly line of said Greenwood Village Community Association, Inc. parcel and said curve to the left to the P.R.C. of a curve to the right, said curve to the left is further described as follows:

Central Angle = 17° 23' 24"  
Radius = 171.1300 feet  
Length = 51.9401 feet  
Tangent = 26.1713 feet  
Chord = 51.7410 feet  
Chord Bearing = N 78° 55' 23" E;

Thence Northeasterly 73.69 feet along a northerly line of the Grantor's and the southerly line of said Greenwood Village Community Association, Inc. parcel and said curve to the right to a southeasterly corner of said Greenwood Village Community Association, Inc. parcel, said curve to the right is further described as follows:

Central Angle = 16° 35' 30"  
Radius = 254.4900 feet  
Length = 73.6945 feet  
Tangent = 37.1069 feet  
Chord = 73.4373 feet  
Chord Bearing = N 78° 31' 26" E;



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LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUMS – ADDITIONAL PROPERTY

October 8, 2003

Thence N 0° 00' 00" E 119.56 feet along a westerly line of the Grantor's and an easterly line of said Greenwood Village Community Association, Inc. parcel to an angle point;

Thence N 90° 00' 00" E 31.26 feet along a northerly line of the Grantor's and a southerly line of said Greenwood Village Community Association, Inc. parcel to an angle point;


Thence N 2° 22' 55" W 107.69 along an easterly line of said Greenwood Village Community Association, Inc. parcel and a westerly line of the Grantor's to a northwesterly corner thereof and the southwesterly corner of a parcel of land conveyed to J.A. Circelli (D.V. 6186, Pg. 60) (witness a #4 iron bar found 2.439 feet south and 3.331 feet east of said corner);

Thence S 88° 35' 15" E 327.40 feet along said Circelli parcel and the southerly line of a parcel of land conveyed to W.F and M.A. Carano (D.V. 4026, Pg. 629) and the Grantor's northerly line to a point to the true place of beginning for the parcel herein described;

Thence S 88° 35' 15" E 313.50 feet along said Carano parcel and the southerly line of a parcel of land conveyed to Richard Seafler (D.V. 7358, Pg. 359) and the Grantor's northerly line to the Grantor's northeasterly corner and the northwesterly corner of Oak Knolls Condominiums Parcel 4 (Plat Book 106, Pg. 1-8);

Thence S 0° 00' 00" W 566.79 feet along the westerly line of said Oak Knolls Condominiums Parcel 4 and the westerly line of Oak Knolls Condominiums Parcel 3 and the Grantor's easterly line to the southeasterly corner thereof and the northeasterly corner of a parcel of land conveyed to Oak Knolls Unit Owners' Association (D.V 5867, Pg. 778);

Thence N 90° 00' 00" W 105.00 feet along a southerly line of the Grantor's and the northerly line of said Oak Knolls Unit Owners' Association parcel to the northwesterly corner thereof;

  
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John A Donofrio, Summit Fiscal Officer

LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUMS – ADDITIONAL PROPERTY

October 8, 2003

Thence S 0° 00' 00" W 17.00 feet along an easterly line of the Grantor's and the westerly line of said Oak Knolls Unit Owners' Association parcel to an angle point in the Grantor's southerly line and the northeasterly corner of Juniper Hill Condominium (Plat Book 93, Pgs. 1-40);

Thence N 90° 00' 00" W 129.59 feet along a southerly line of the Grantor's and the northerly line of Juniper Hill Condominium to an angle point;

Thence N 45° 25' 12" W 248.36 feet along a southerly line of the Grantor's and the northerly line of Juniper Hill Condominium to an angle point;

Thence N 90° 00' 00" W 108.50 feet along a southerly line of the Grantor's and the northerly line of Juniper Hill Condominium to an angle point;

Thence N 0° 00' 00" E 19.08 feet along a southerly line of the Grantor's and the northerly line of Juniper Hill Condominium to an angle point;

Thence N 90° 00' 00" W 112.83 feet along a southerly line of the Grantor's and the northerly line of Juniper Hill Condominium to the northwesterly corner thereof and being on the easterly line of Greenwood Village Community Association, Inc. (O.R. 259-635 Parcel B);

Thence N 0° 00' 00" E 17.09 feet along a southerly line of the Grantor's and an easterly line of said Greenwood Village Community Association, Inc. parcel to an angle point;

Thence N 90° 00' 00" W 34.67 feet along a southerly line of the Grantor's and an easterly line of Greenwood Village Community Association, Inc. to a southwesterly corner of the Grantor's;

Thence N 0° 00' 00" E 111.84 feet along a westerly line of the Grantor's and an easterly line of said Greenwood Village Community Association, Inc. parcel to the northeasterly corner thereof and being on a curve to the right;



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LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUMS – ADDITIONAL PROPERTY

October 8, 2003

Thence Northeasterly 14.12 feet along said curve to the left to the northeasterly corner of a parcel of land conveyed to Greenwood Village Community Association, Inc. (O.R. 256-635 Parcel B), said curve to the left is further described as follows:

Central Angle =  $3^{\circ} 57' 27''$   
Radius = 204.4900 feet  
Length = 14.1244 feet  
Tangent = 7.0650 feet  
Chord = 14.1216 feet  
Chord Bearing = N  $88^{\circ} 01' 17''$  E;

Thence S  $90^{\circ} 00' 00''$  E 3.38 feet along the southerly line of Justin Lane to a point on the westerly line of Millstone Drive (private);

Thence S  $0^{\circ} 00' 00''$  W 6.46 feet along the westerly line of Millstone Drive to a point;

Thence S  $90^{\circ} 00' 00''$  E 45.00 feet to a point on the easterly line of Millstone Drive;

Thence N  $0^{\circ} 00' 00''$  E 62.28 feet along the easterly line of Millstone Drive to a point;

Thence S  $88^{\circ} 35' 15''$  E 291.27 feet to a point;

Thence N  $1^{\circ} 24' 45''$  E 82.00 feet to a point;

Thence N  $88^{\circ} 35' 15''$  W 15.00 feet to a point;

Thence N  $1^{\circ} 24' 45''$  E 39.00 feet to a point;

Thence S  $88^{\circ} 35' 15''$  E 24.98 feet to a point;

Thence N  $1^{\circ} 24' 45''$  E 18.50 feet to a point;

Thence N  $88^{\circ} 35' 15''$  W 15.00 feet to a point;



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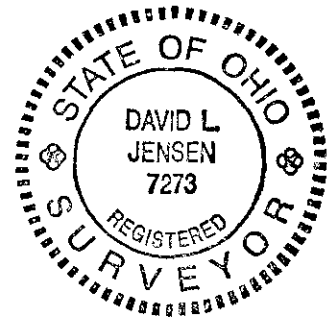
LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUMS – ADDITIONAL PROPERTY

October 8, 2003

Thence N 1° 24' 45" E 80.50 feet to the true place of beginning and containing 5.7042 acres of land as surveyed in October 2003 by David L. Jensen, Registered Surveyor No. 7273.

The basis for bearings is the bearing N 2° 22' 55" W for the monumented centerline of Canyon View Drive as is appears on Greenwood Village Subdivision No. 8 as recorded in Plat Cabinet D, Slides 15-16.



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John A Donofrio, Summit Fiscal Officer

# CANYON ESTATES

1125,1129,1133,1137,1141,1145 MILLSTONE DRIVE

SAGAMORE HILL, OHIO

**FOUNDING NOTES**  
 At floor openings shall be braced with double joists and brimmers attached with nuts and washers with gusset plates.  
 At wood beams or joists shall be supported by steel studs, minimum 2x4 on edge, spaced 24" o.c. and attached to the bottom of the beam with 2x4's. The studs shall be supported by a concrete footing or masonry pier. Double joist shall be at all openings over 4'-0" wide (or as noted on plans).  
 At length bracing shall be attached to joists 2'-0" with 1/2" metal brimmers, girded and end nailed, unless otherwise indicated on drawings.  
 At floor openings shall be braced with double joists and brimmers attached with nuts and washers with gusset plates.  
 At wood beams or joists shall be supported by steel studs, minimum 2x4 on edge, spaced 24" o.c. and attached to the bottom of the beam with 2x4's. The studs shall be supported by a concrete footing or masonry pier. Double joist shall be at all openings over 4'-0" wide (or as noted on plans).  
 At length bracing shall be attached to joists 2'-0" with 1/2" metal brimmers, girded and end nailed, unless otherwise indicated on drawings.

**CONCRETE BRASS NOTES**  
 The contractor shall be responsible for the design and construction of the concrete structure. The contractor shall be responsible for the design and construction of the concrete structure. The contractor shall be responsible for the design and construction of the concrete structure.  
 At all locations shall be made by an engineer registered in the state of Ohio.  
 Stop drawings and note of measurements that requirements for connection that are not shown on drawings shall be made by an engineer registered in the state of Ohio.  
 All concrete shall be made by a 3000 psi minimum at 28 days for foundations and 4000 psi minimum for other concrete.  
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**STEEL NOTES**  
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ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE
1	WOOD BEAMS & JOISTS	70	LF	1,500,000
2	WOOD STUDS 2" X 4"	70	LF	1,500,000
3	WOOD STUDS 2" X 4"	70	LF	1,500,000

**STEEL NOTES**  
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 At length bracing shall be attached to joists 2'-0" with 1/2" metal brimmers, girded and end nailed, unless otherwise indicated on drawings.

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**INDEX TO DRAWINGS**

TITLE SHEET INDEX & NOTES
A-1 FOUNDATION PLAN
A-1a FLOOR PLAN
A-1b ENLARGED PLAN (BASEMENT)
A-1c ENLARGED PLAN (CRAWL)
2 ROOF PLAN/ALTERNATES
3 ELEVATIONS
4 WALL SECTION / DETAILS
5 HVAC PLAN
6 PLUMBING / SANITARY ISO. / DET.
7 ELECTRICAL PLAN

**ITEMS TO BE PROVIDED BY OTHERS**

ITEM NO.	DESCRIPTION	QTY	UNIT	PRICE
1	CONCRETE	...	...	...
2	STEEL	...	...	...

**GENERAL NOTES**

- The use of these documents is restricted to the project noted on the drawings. Any other use is prohibited.
- The contractor shall be responsible for the design and construction of the concrete structure. The contractor shall be responsible for the design and construction of the concrete structure. The contractor shall be responsible for the design and construction of the concrete structure.
- All work shall be done in accordance with the drawings and specifications. The contractor shall be responsible for the design and construction of the concrete structure. The contractor shall be responsible for the design and construction of the concrete structure. The contractor shall be responsible for the design and construction of the concrete structure.
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CANYON ESTATES  
 MILLSTONE DRIVE  
 SAGAMORE HILLS, OHIO

DANA E. ZIMMER, INC.  
 ARCHITECTS  
 18259 Bradford Court Strongsville, Ohio 44149  
 Phone/Fax 440 440 238-4594 Cell: 440 578-9118  
 Email: dzimmer@dzimmer.com

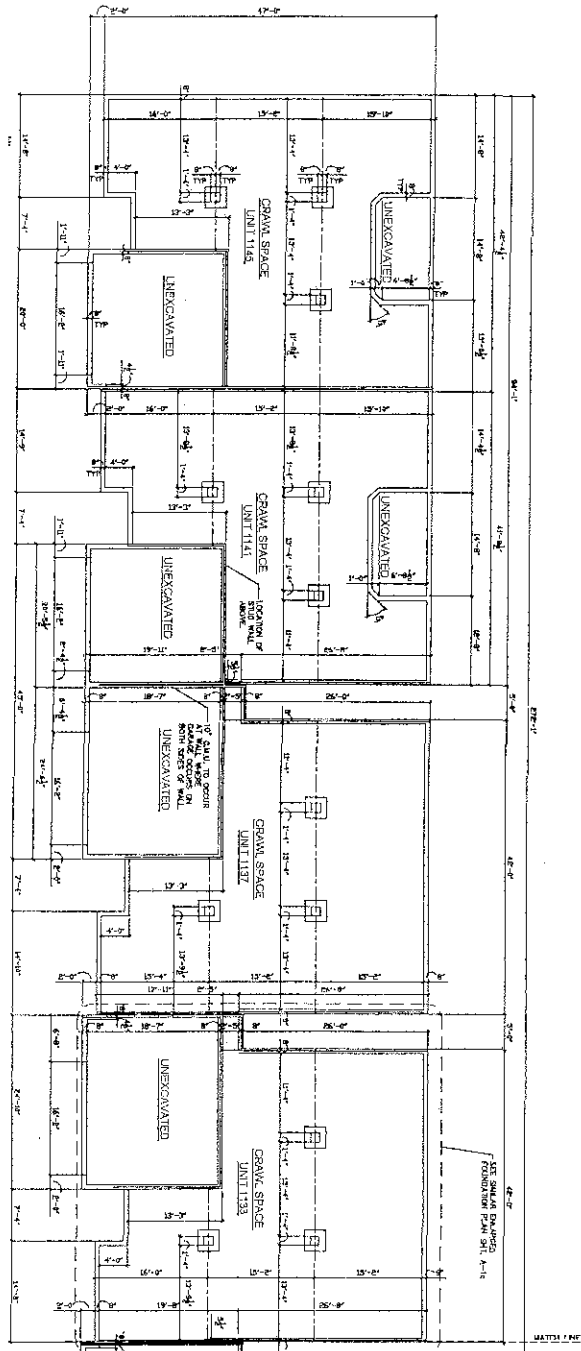
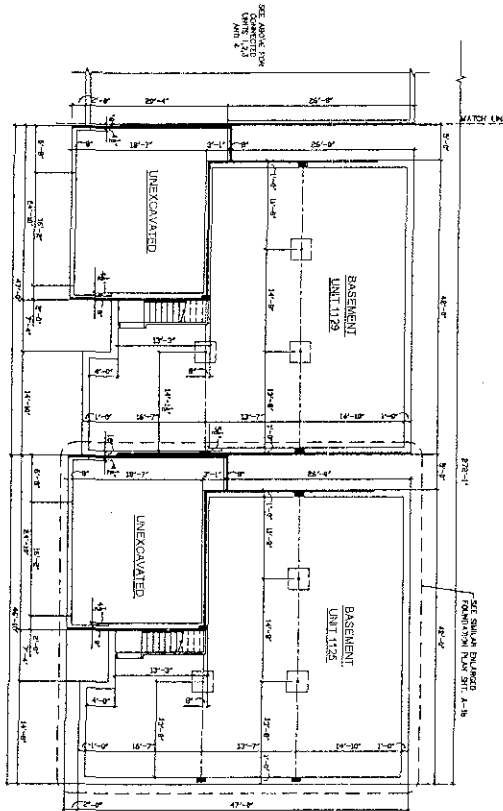
TJS

Exhibit A

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John A. Danofrio, Summit Fiscal Officer

FOUNDATION PLAN  
SCALE: 1/8" = 1'-0"



John A Donofrio, Summit Fiscal Officer

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CONDO 1290.40

A-1	 <p><b>DANA E. ZIMMER, INC.</b> ARCHITECTS</p> <p>18259 Bradford Court Strongsville, Ohio 44149 Phone/Fax: 440 238-4594 Cell: 440 570-9116 Email: dzarchitect@aol.com</p>	<p>RESERVED RESERVATION PAID</p>	<p><b>CANYON ESTATES</b></p> <p>MILLSTONE DRIVE SAGAMORE HILLS, OHIO</p>
	<p>DATE: _____</p>	<p>_____</p>	<p>_____</p>

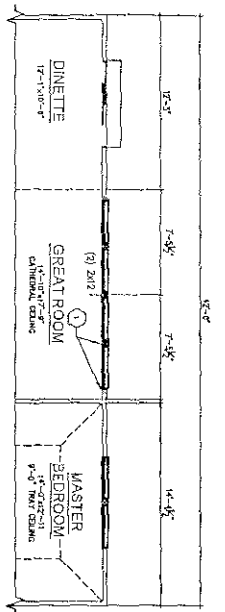




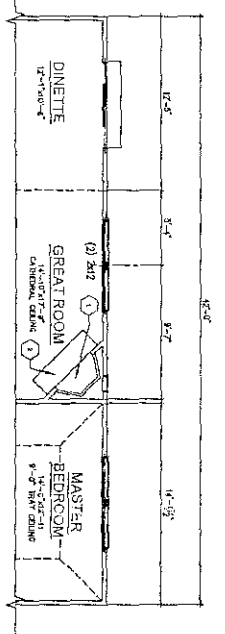






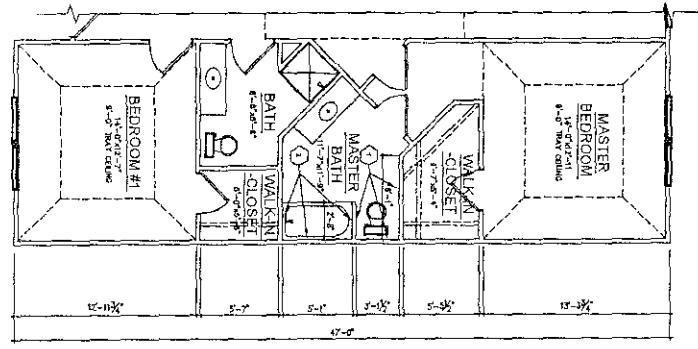
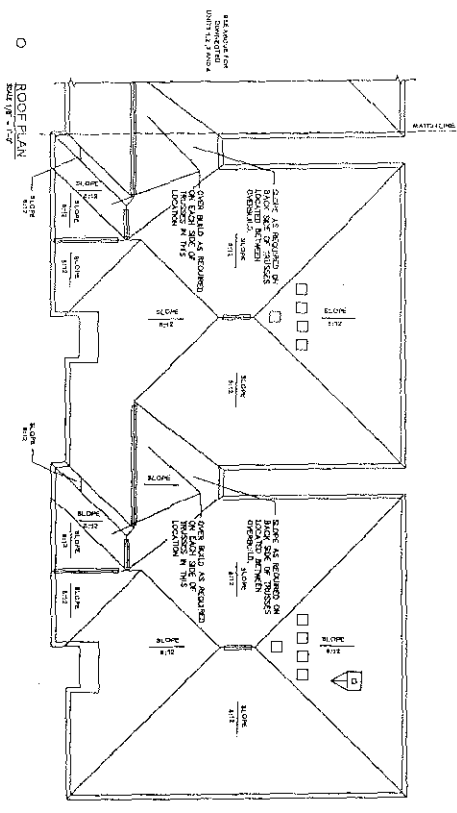
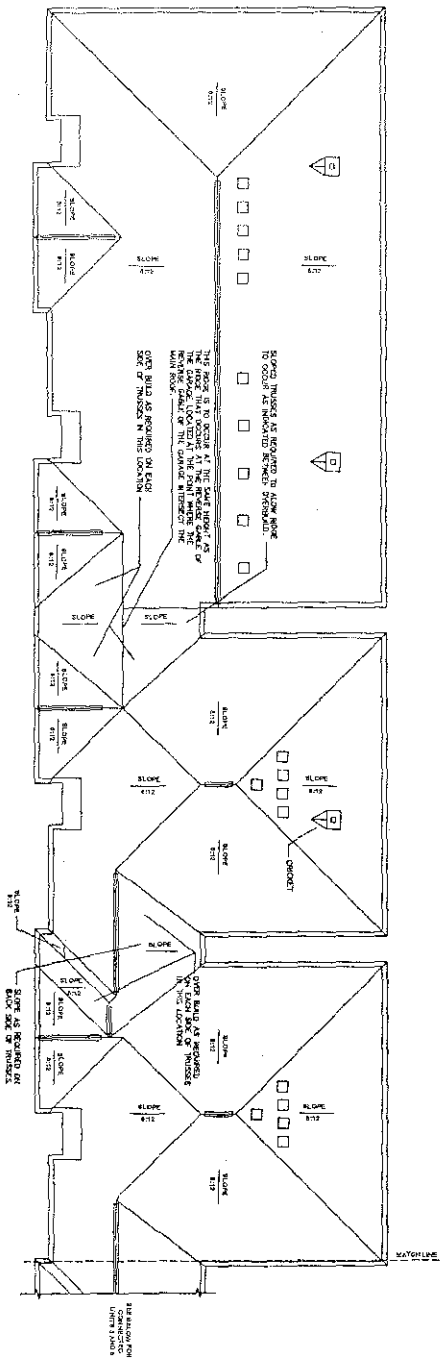


ALTERNATE FLOOR PLAN (1) 10'0" BOUNDARY WITH NO SCALE 1/4" = 1'-0"



ALTERNATE FLOOR PLAN (2) 10'0" BOUNDARY WITH CORNER SCALE 1/4" = 1'-0"

- 1) SEE SPECIFICATIONS - REVISIONS FOR THE DIRECT FROM REVISIONS
- 2) THE REVISIONS ARE EXTENDING 12" BEYOND EACH SIDE OF OPENING



ALTERNATE FLOOR PLAN (3) 10'0" BOUNDARY WITH CORNER SCALE 1/4" = 1'-0"

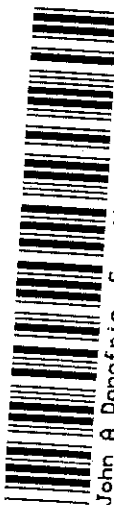
- 1) REMOVE DOOR FROM BATH AND SET AT 3'-0" FROM BATH
- 2) REMOVE DOOR FROM BATH AND SET AT 3'-0" FROM BATH
- 3) REMOVE DOOR FROM BATH AND SET AT 3'-0" FROM BATH

CANYON ESTATES  
MILLSTONE DRIVE  
SAGAMORE HILLS, OHIO

DANA E. ZIMMER, INC. ARCHITECTS  
15255 Bradford Court Strongsville, Ohio 44140  
Phone/Fax: 440 238-4594 Cell: 440 570-8116  
Email: denard@att.net

A-2

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Pg: 51 of 107  
10/16/2003 10:53A  
John A Donofrio, Summit Fiscal Officer  
CONDO 1290.40

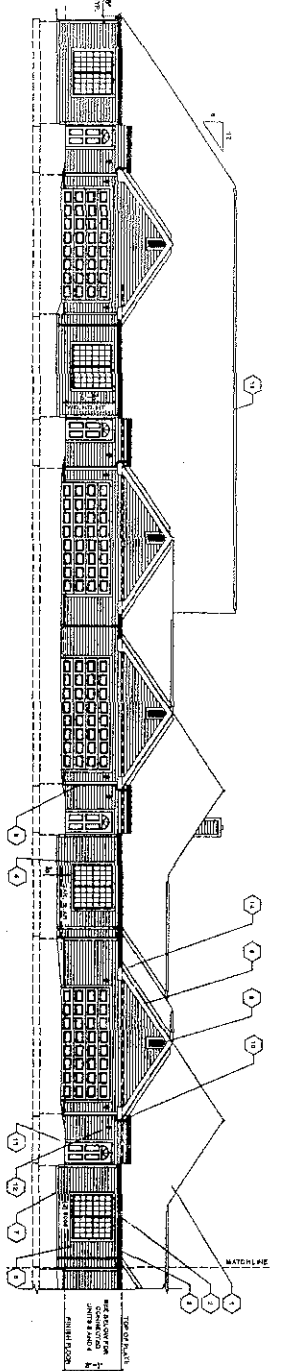
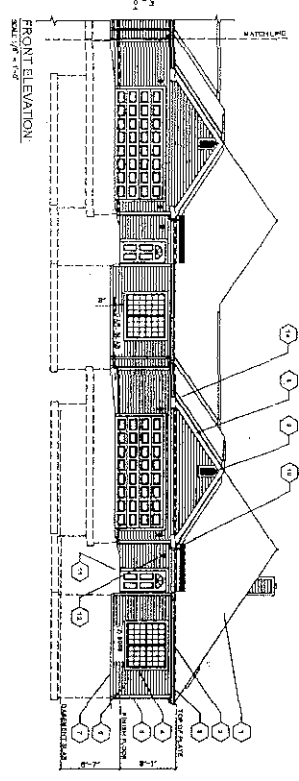
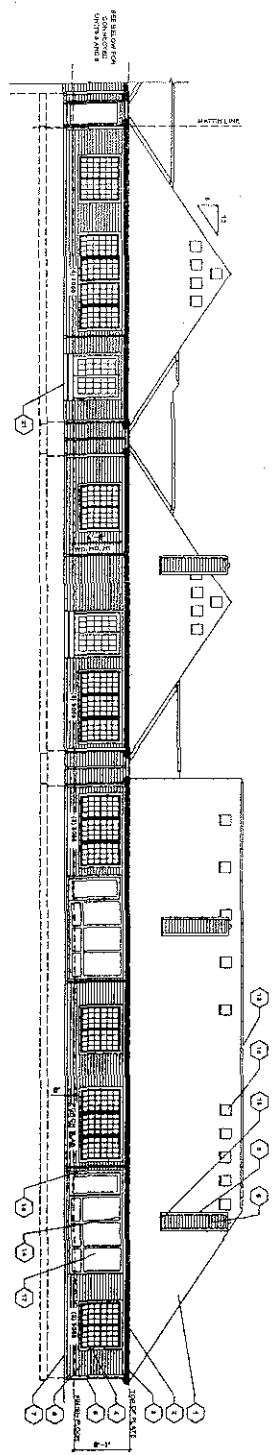
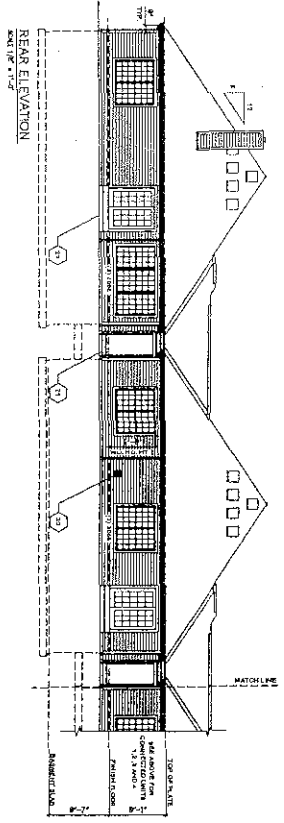
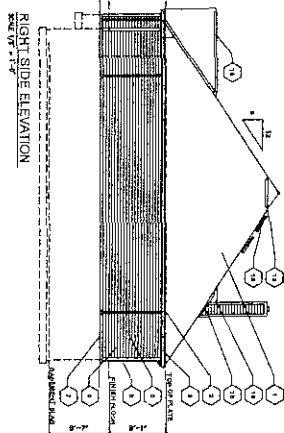
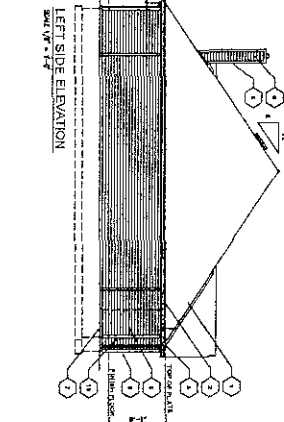


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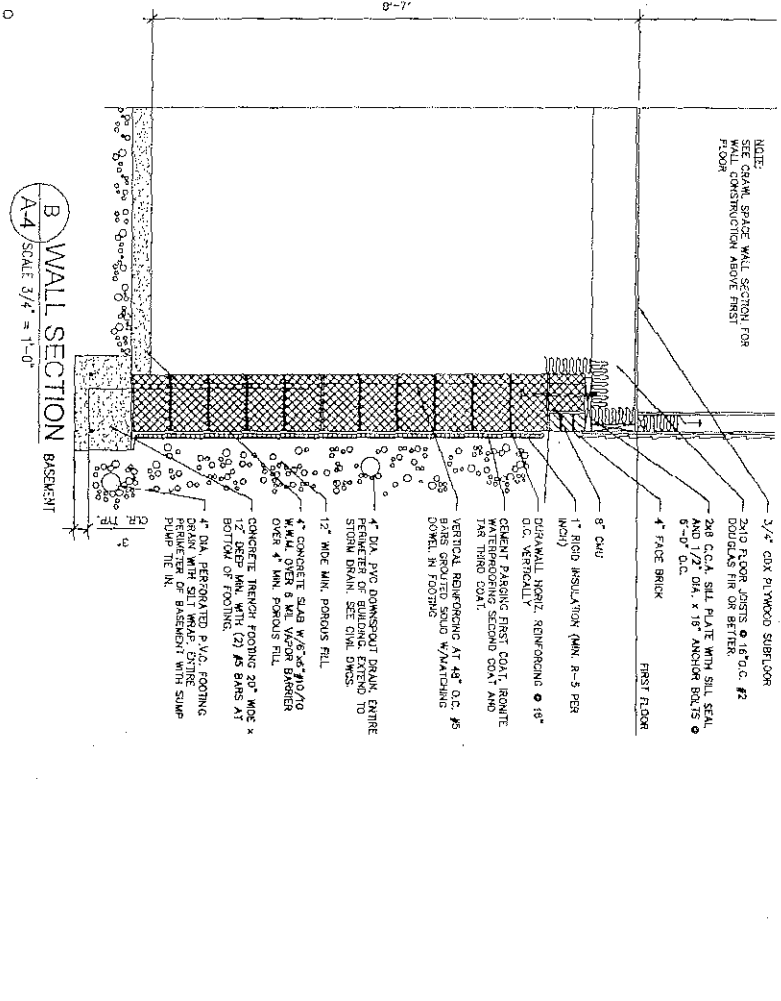
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John A Donafrio, Summit Fiscal Officer

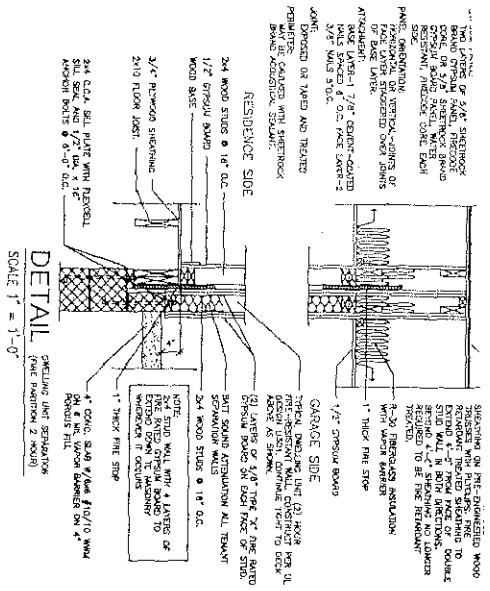
A-3	<p><b>DANA E. ZIMMER, INC.</b> <b>ARCHITECTS</b></p> <p>19250 Bradford Court Strongsville, Ohio 44149 Phone/Fax 440.238-4594 Call 440.570-9116 Email: dzarchitects@aol.com</p>	<p><b>CANYON ESTATES</b></p> <p>MILLSTONE DRIVE SAGAMORE HILLS, OHIO</p>																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 85%;">REVISIONS</th> <th style="width: 10%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	REVISIONS	DATE										<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">NO.</th> <th style="width: 95%;">DESCRIPTION</th> <th style="width: 10%;">DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		NO.	DESCRIPTION	DATE									
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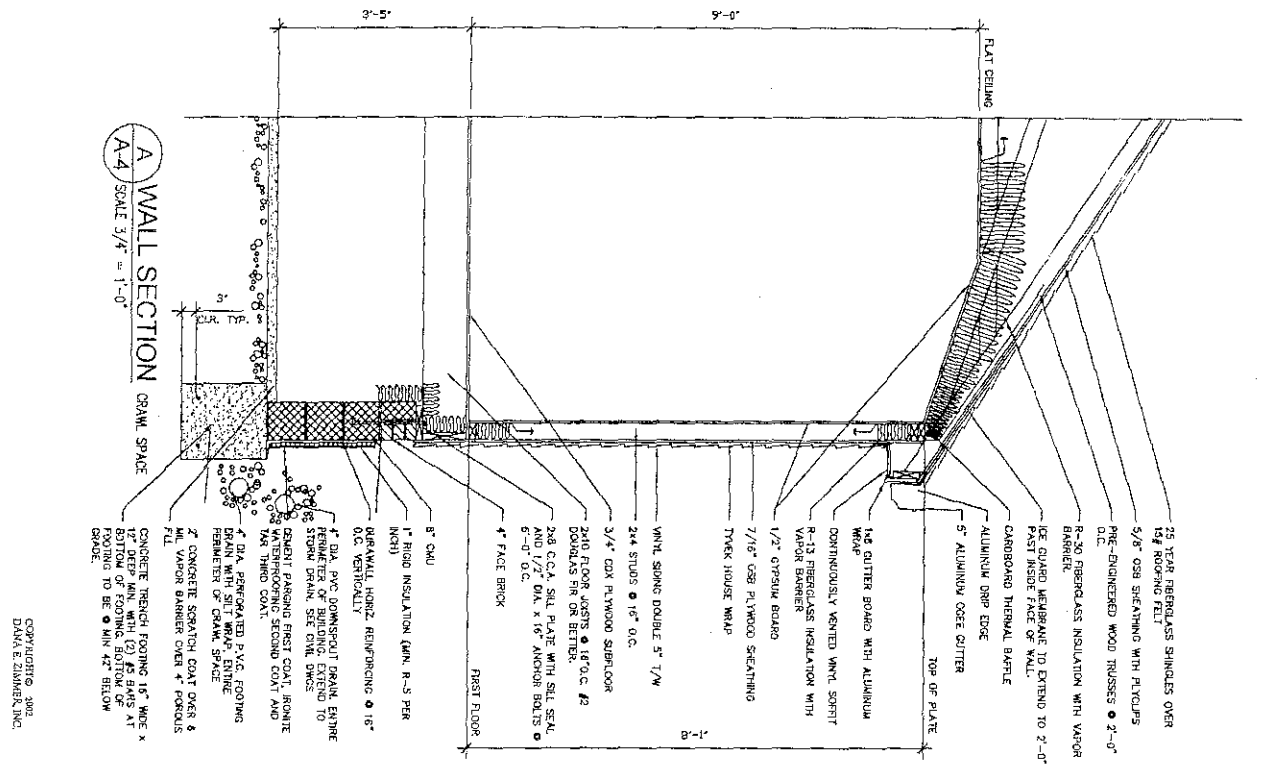
- ELEVATION NOTES**
- 1 20 YEAR THERMOCLASS SHIMMER
  - 2 1/4" ALUMINUM VEE GUTTER
  - 3 1/4" THIN METAL ALUMINUM VEE
  - 4 1/4" THIN METAL ALUMINUM VEE
  - 5 1/4" THIN METAL ALUMINUM VEE
  - 6 1/4" THIN METAL ALUMINUM VEE
  - 7 1/4" THIN METAL ALUMINUM VEE
  - 8 1/4" THIN METAL ALUMINUM VEE
  - 9 1/4" THIN METAL ALUMINUM VEE
  - 10 1/4" THIN METAL ALUMINUM VEE
  - 11 1/4" THIN METAL ALUMINUM VEE
  - 12 1/4" THIN METAL ALUMINUM VEE
- 
- 1 EXTERIOR LIGHT FINISH
  - 2 ROOF VENT WITH SHINGLE CAP
  - 3 ALUMINUM VALLEY FLASHING
  - 4 ALUMINUM FLASHING
  - 5 ROOF VENT
  - 6 REMOVABLE SCENER PANEL
  - 7 ALUMINUM DOWNSPOUT WITH FINE DOWNSPOUT BOOT (PAINT BOOT)
  - 8 ROOF SHEET
  - 9 REPLACE VENT
  - 10 1" S.C.A. WOOD STEP DOWN TO GRADE



**B WALL SECTION**  
 SCALE 3/4" = 1'-0"  
 A4



**DETAIL**  
 SCALE 1" = 1'-0"



**A WALL SECTION**  
 SCALE 3/4" = 1'-0"  
 A4

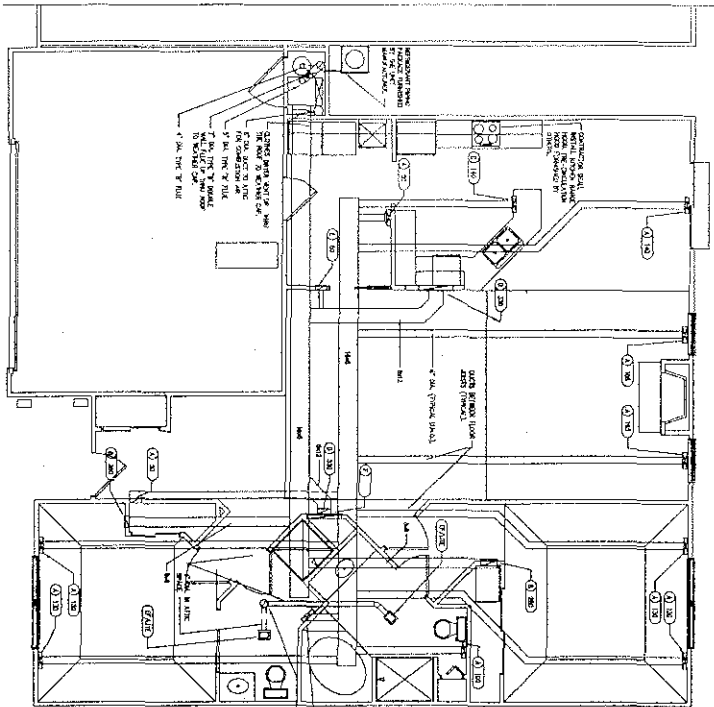
<p><b>A-4</b></p>	<p><b>DANA E. ZIMMER, INC. ARCHITECTS</b>          19258 Broadford Court Strongsville, Ohio 44138          Phone/Fax 440 238-4594 Cell 440 570-9116          Email: dezarchitect@aol.com</p>	<p><b>CANYON ESTATES</b>          MILLSTONE DRIVE          SACONNET HILLS, OHIO</p>				
		<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DESCRIPTION	DATE	
NO.	DESCRIPTION	DATE				

**54959406**  
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 10/16/2003 10:05:33A  
 CONDO 1290.40

John A Donofrio, Summit Fiscal Officer



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 DANA E. ZIMMER, INC.



TYPICAL HVAC PLAN - PRNGRTE HWND  
SCALE 1/4" = 1'-0"

**HVAC GENERAL NOTES:**

1. All equipment and components shall be installed in a clean, dry, well-ventilated area. All equipment shall be installed in accordance with the manufacturer's instructions and applicable codes.
2. All ductwork shall be installed in a clean, dry, well-ventilated area. All ductwork shall be installed in accordance with the manufacturer's instructions and applicable codes.
3. All registers shall be installed in a clean, dry, well-ventilated area. All registers shall be installed in accordance with the manufacturer's instructions and applicable codes.
4. All equipment shall be installed in a clean, dry, well-ventilated area. All equipment shall be installed in accordance with the manufacturer's instructions and applicable codes.
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10. All equipment shall be installed in a clean, dry, well-ventilated area. All equipment shall be installed in accordance with the manufacturer's instructions and applicable codes.

**EQUIPMENT NOTES:**

1. All equipment shall be installed in a clean, dry, well-ventilated area. All equipment shall be installed in accordance with the manufacturer's instructions and applicable codes.
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**REGISTER & GRILLE SCHEDULE:**


REGISTER & GRILLE SCHEDULE	REGISTER & GRILLE SCHEDULE
1. 18\"/>	

**HVAC SPECIFICATIONS:**

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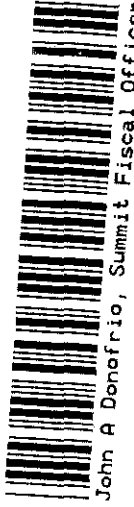
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10/16/2003 10:53A  
CONDO 1290.40

John A Donofrio, Summit Fiscal Officer

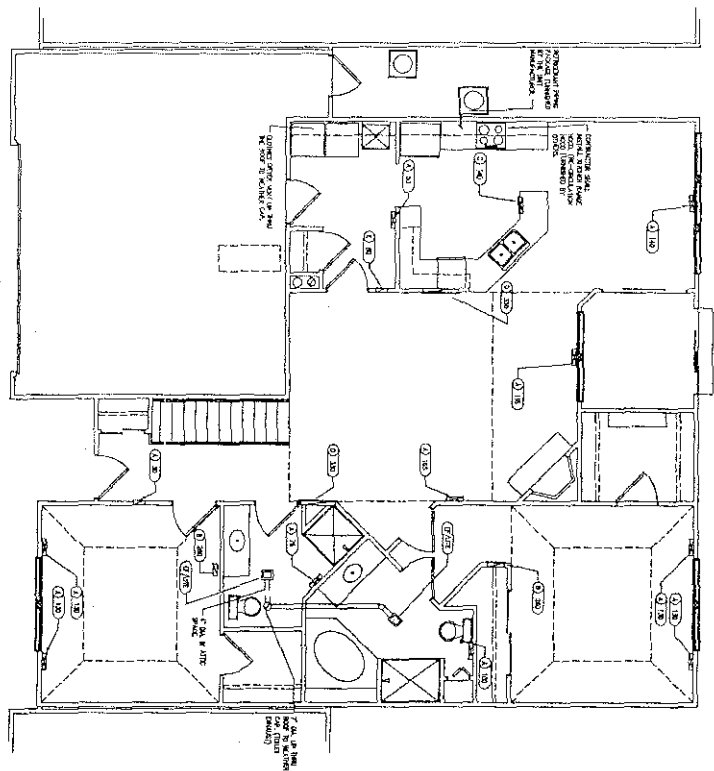
A-5	 <p><b>DANA E. ZIMMER, INC.</b> ARCHITECTS</p> <p>1929 Bradford Court Strongsville, Ohio 44148 Phone/Fax: 440.238.4584 Cell: 440.570-5115 Email: dezarchitect@aol.com</p>	<p><b>CANYON ESTATES</b></p> <p>MILLSTONE DRIVE SACAGORE HILLS, OHIO</p>	<p>REGISTERED DATE</p>
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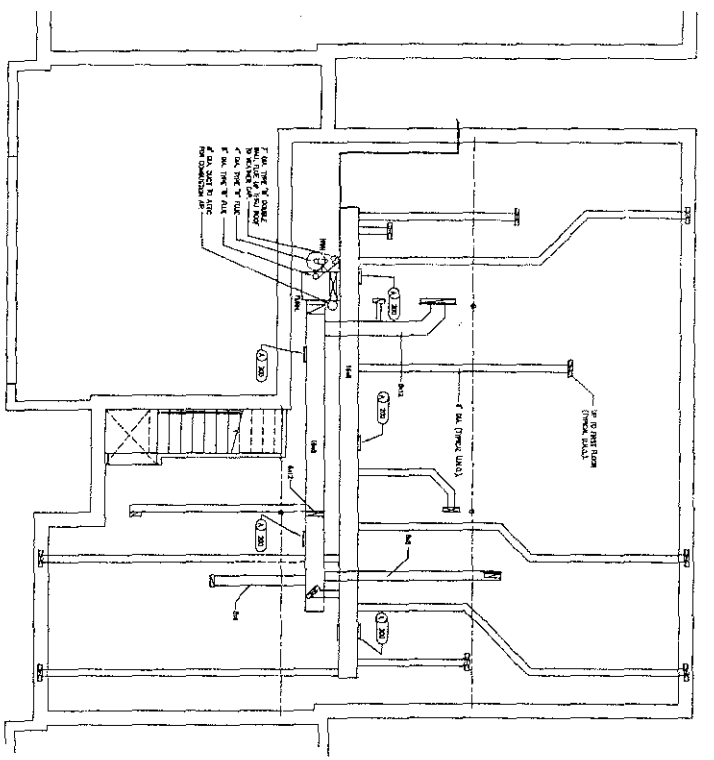
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 CONDO 1290.40  
 John A Donofrio, Summit Fiscal Officer




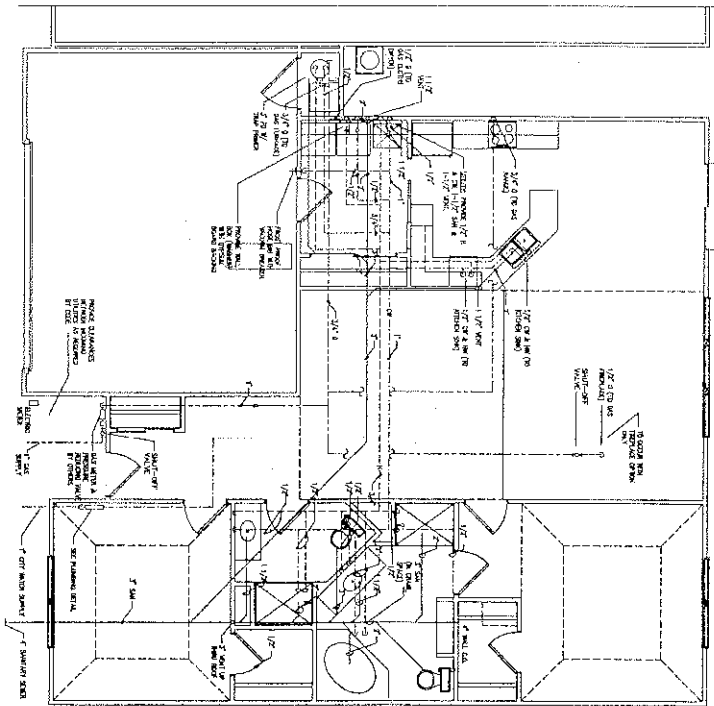
TYPICAL 1ST FLOOR HVAC PLAN (BASEMENT UNIT)  
 SCALE 1/4" = 1'-0"  
 PROJECT NAME  
 MAY 2008



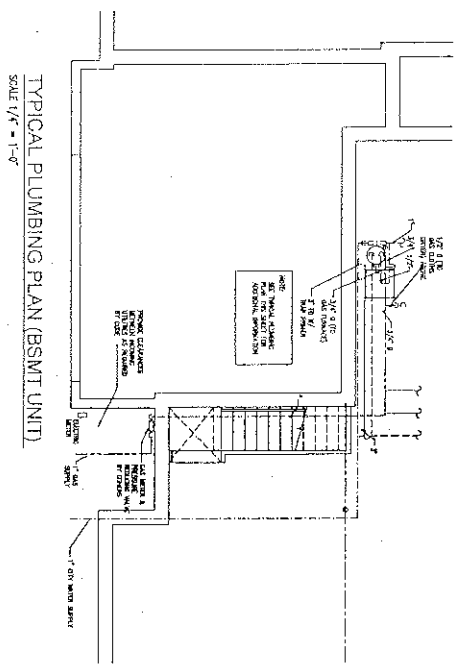
TYPICAL BASEMENT HVAC PLAN  
 SCALE 1/4" = 1'-0"  
 PROJECT NAME  
 MAY 2008



A-5a	 <b>DANA E. ZIMMER, INC.</b> ARCHITECTS 19259 Bradford Court, Strongsville, Ohio 44149 Phone/Fax: 440.236-4594 Cell: 440.570-0118 Email: donoz@dzeta@aol.com	REVISIONS NO. DATE DESCRIPTION	<b>CANYON ESTATES</b> MILLSTONE DRIVE SAGAMORE HILLS, OHIO
		DATE	



TYPICAL PLUMBING PLAN  
SCALE 1/4" = 1'-0"



TYPICAL PLUMBING PLAN (BSMT UNIT)  
SCALE 1/4" = 1'-0"

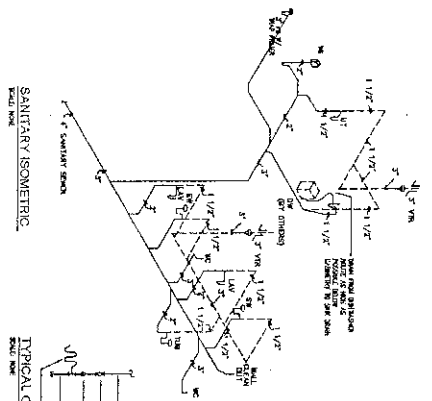
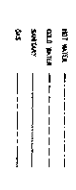
PLUMBING GENERAL NOTES:

1. WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING CODE AND ALL APPLICABLE CODES AND REGULATIONS.
2. PLUMBING CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
3. MATERIALS AND METHODS SHALL BE APPROVED BY THE CITY OF SAN JOSE PLUMBING DEPARTMENT. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
4. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
5. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
6. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
7. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
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10. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.

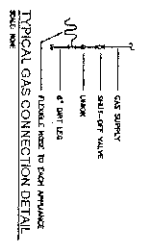
PLUMBING SPECIFICATIONS:

1. SANITARY MATERIAL SPECIFICATIONS:
  - 1.1 SANITARY MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 1.2 SANITARY MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 1.3 SANITARY MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 1.4 SANITARY MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 1.5 SANITARY MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
2. WATER HEATER SPECIFICATIONS:
  - 2.1 WATER HEATER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 2.2 WATER HEATER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 2.3 WATER HEATER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 2.4 WATER HEATER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 2.5 WATER HEATER SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
3. GAS PIPING SPECIFICATIONS:
  - 3.1 GAS PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 3.2 GAS PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 3.3 GAS PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 3.4 GAS PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.
  - 3.5 GAS PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF SAN JOSE PLUMBING DEPARTMENT.

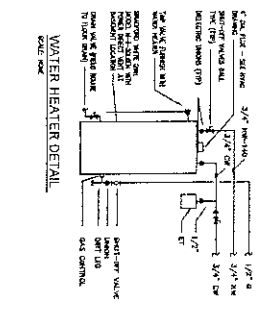
PLAN LINE DESIGNATIONS:



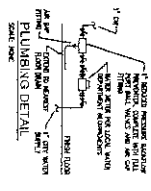
SANITARY ISOMETRIC  
SCALE: NONE



TYPICAL GAS CONNECTION DETAIL  
SCALE: NONE



WATER HEATER DETAIL  
SCALE: NONE



PLUMBING DETAIL  
SCALE: NONE

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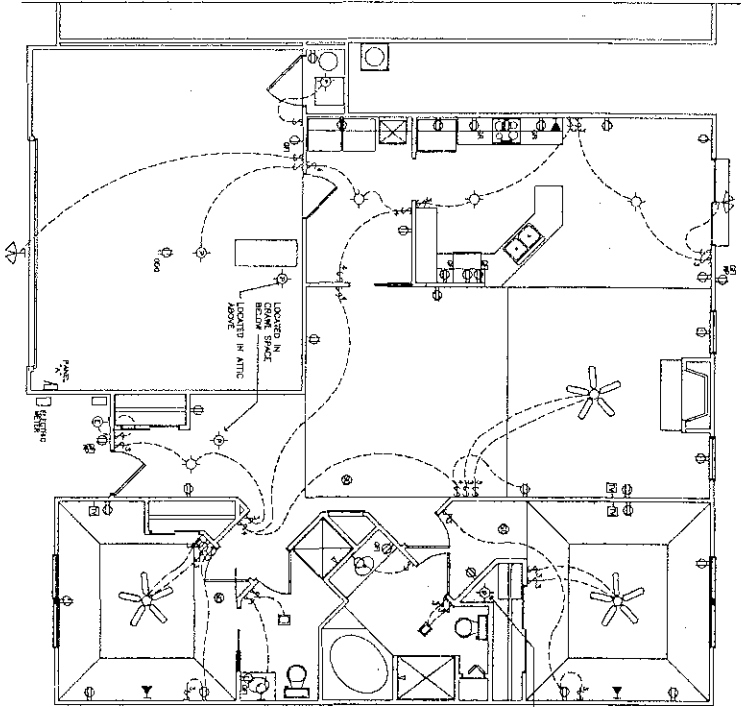
John A Donofrio, Summit Fiscal Officer

A-6	 DANA E. ZIMMER, INC. ARCHITECTS 19259 Bradford Court Strongsville, Ohio 44148 Phone/Fax: 440.228.4834 Cell: 440.570-9116 Email: dez@architectspool.com	CANYON ESTATES MILLSTONE DRIVE SAGAMORE HILLS, OHIO	<table border="1"> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	DESCRIPTION						
DATE	DESCRIPTION										

**SYMBOL LEGEND:**

- CONDUIT RUN
- EXTENSION LIGHT FIXTURE
- COMBINATION EXHAUST FAN/LIGHT FIXTURE
- SMOKE DETECTOR
- CABLE TV JACK
- WALL MOUNTED LIGHT FIXTURE
- EXTENSION SPOT LIGHT
- COMBINATION FAN/LIGHT FIXTURE
- SPRING - 22 AMPERE
- QUICK RESPONSE ON - OFFER FAULT CIRCUIT INTERRUPTER
- W/ - WATERPROOF
- PERMANENT LIGHT HOLDER, FULL DIMMABLE
- RECEPTOR LIGHT FIXTURE
- TELEPHONE JACK

**TYPICAL ELECTRICAL PLAN**  
SCALE 1/4" = 1'-0"

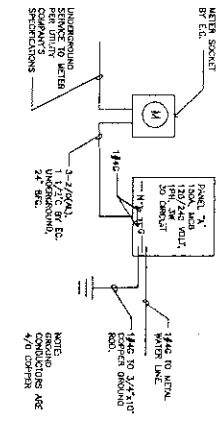


PANEL 24  
120/240 VOLT 1PH, 3W  
SERIES MOUNTED  
MAIN CIRCUIT BREAKER

CRIT	DESCRIPTION	LOAD	CB	PH	CB	LOAD	DESCRIPTION	CRIT
1	PANEL RECEPTACLE	200	20/1	A	20/2	1450	AC UNIT	2
3	DISHWASHER	1200	20/1	B	14/1	500	PLUMBING	4
5	KITCHEN RANGE HOOD, REPT.	500	20/1	A	14/1	500	PLUMBING	6
7	KITCHEN RECEPTACLE	800	20/1	A	20/1	1200	MACHINERY	8
8	MASTER BATH, LIT./REPT.	600	20/1	A	14/1	400	CHANG. SPACE, ATTIC LIT.	10
11	MASTER BEDROOM REPT.	800	20/1	B	20/1	1300	GARAGE/MACH. LIT./REPT.	12
11	LIVING ROOM, ENTRY REPT.	800	20/1	A	20/1	400	LIVING ROOM REPT.	14
12	MASTER BEDROOM, ROOM LIT.	800	20/1	B	20/1	1200	REFRIGERATOR	16
17	BREAKROOM LIT./REPT.	800	20/1	A				18
18	SP			B				20
21	SP			A				22
23	SP			B				24
25	SP			A				26
27	SP			B				28
29	SP			A				30
TOTAL LOAD		14200				7800		

- BREAKROOM CIRCUIT BREAKERS 11, AND 17 MUST BE ARC-FULT CIRCUIT INTERRUPTERS.
- GET RECEPTACLE IN BATHS, CHANGE ROOMS, CLOAK, SWAGE AND EXTENSION SHALL BE SELF CONTAINED.
- WIRE SIZES SHALL BE AS FOLLOWS 10A, #14, 20A, #12, 30A, #10 OPEN.
- TOTAL CONNECTED LOAD IS 14200 WATS.
- USE 3/4" CONDUIT THROUGH WALLS AND CEILING. ALL WIRING TO BE IN 1" RIGID TUBING. ALL WIRING SHALL HAVE 1" MINIMUM CLEARANCE FROM FLOOR.

**ONE-LINE ELECTRICAL DIAGRAM**  
NOT TO SCALE



ALL ELECTRICAL WORK IS TO BE IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND ORDINANCES  
THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL FIRE ALARM AND SIGNAL CODE (NFPA 72)  
THE WIRING POWER AND LIGHTING SYSTEM SHALL BE PERMANENTLY AND SPECIFICALLY IDENTIFIED IN ACCORDANCE WITH THE MINIMUM REQUIREMENTS TO THE NATIONAL ELECTRICAL CODE, OR AS SHOWN, INDICATED IN WORK STATEMENT.

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CONDO 1290.40

John A Donofrio, Summit Fiscal Officer

**A-7**

**DANA E. ZIMMER, INC. ARCHITECTS**  
19259 Bradford Court, Strongsville, Ohio 44148  
Phone/Fax: 440.236.4524 Fax: 440.236.4525  
Email: danarchitect@aol.com

**CANYON ESTATES**  
MILLSTONE DRIVE  
SAGamore HILLS, OHIO

1124.1128,1132,1136,1140,1144 MILSTONE DRIVE

# CANYON

# ESTATES

SAGAMORE HILL, OHIO

**FINISH NOTES**

Flange joint seal by 3/4" length between slabs, cross bridge of maximum 8'-0" (see note on drawing).  
 Floor finish, double under of particle board and stone with minimum 7' wall footing (check note on drawing for details).  
 Slab seal by 2.5" (under sealed off) spaced 15' o.c. (check drawing for details).  
 Concrete shall be cast in place and shall be cured with wet burlap and plastic sheeting for 7 days.  
 All concrete shall be tested for strength and shall be in compliance with ACI 308.4R-90.

**CONCRETE**

All concrete shall be cast in place and shall be tested for strength and shall be in compliance with ACI 308.4R-90.  
 All concrete shall be tested for strength and shall be in compliance with ACI 308.4R-90.  
 All concrete shall be tested for strength and shall be in compliance with ACI 308.4R-90.

**REINFORCEMENT**

All reinforcement shall be tested for strength and shall be in compliance with ACI 308.4R-90.  
 All reinforcement shall be tested for strength and shall be in compliance with ACI 308.4R-90.  
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**STEEL**

All steel shall be tested for strength and shall be in compliance with ACI 308.4R-90.  
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**MECHANICAL**

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**ELECTRICAL**

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**PLUMBING**

All plumbing shall be tested for strength and shall be in compliance with ACI 308.4R-90.  
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**CEILING**

All ceiling shall be tested for strength and shall be in compliance with ACI 308.4R-90.  
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**FLOOR**

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**WALL**

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**ROOF**

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**PRE-ENGINEERED TRUSS NOTES**

Pre-engineered truss structures to which this attachment is being attached shall be tested for strength and shall be in compliance with ACI 308.4R-90.  
 All truss structures shall be tested for strength and shall be in compliance with ACI 308.4R-90.  
 All truss structures shall be tested for strength and shall be in compliance with ACI 308.4R-90.

**STEEL**

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**FINDINGS/COMMENTS**

Findings and comments shall be in compliance with ACI 308.4R-90.  
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**STEEL**

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**INDEX TO DRAWINGS**

T.S.	TITLE SHEET INDEX & NOTES
A-1	FOUNDATION PLAN
A-1a	FLOOR PLAN
A-1b	ENLARGED PLAN (BASEMENT)
A-1c	ENLARGED PLAN (DRAWING)
1	ROOF PLAN/ALTERNATES
2	ELEVATIONS
3	WALL SECTION / DETAILS
4	HVAC PLAN
5	PLUMBING / SANITARY ISO. / DET.
6	ELECTRICAL PLAN

**DOCS USED**

Doc. Used	Description	Issue No.
1	International Building Code	2003
2	American Institute of Steel Construction	1989
3	ACI 308.4R-90	1990
4	ACI 308.2R-89	1989
5	ACI 308.1R-88	1988
6	ACI 308.0R-87	1987

**GENERAL NOTES**

- The use of these documents is restricted to the project shown on the drawings and is not to be used for any other project.
- All work shall be in accordance with the specifications and standards listed in the notes.
- The drawings shall not be used for any other project without the written approval of the Architect.
- It is the responsibility of the Contractor to obtain all necessary permits and approvals for the work.
- All dimensions are from face of wall or face of masonry unless noted otherwise.

**REVISIONS**

NO.	DESCRIPTION	DATE

CANYON ESTATES

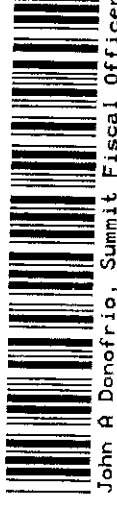
MILLSTONE DRIVE  
SAGAMORE HILLS, OHIO

**DANA E. ZIMMER, INC. ARCHITECTS**  
 19229 Bradford Court Strongsville, Ohio 44149  
 Phone/Fax: 440.326.9400  
 Email: dzarchitects@aol.com

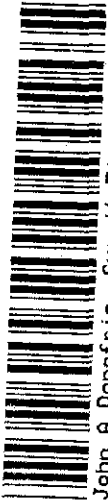
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CONTRACTOR'S COPY  
 DANA E. ZIMMER, INC.

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John A Donofrio, Summit Fiscal Officer



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John A Donofrio, Summit Fiscal Officer

A-1



DANA E. ZIMMER, INC.  
ARCHITECTS

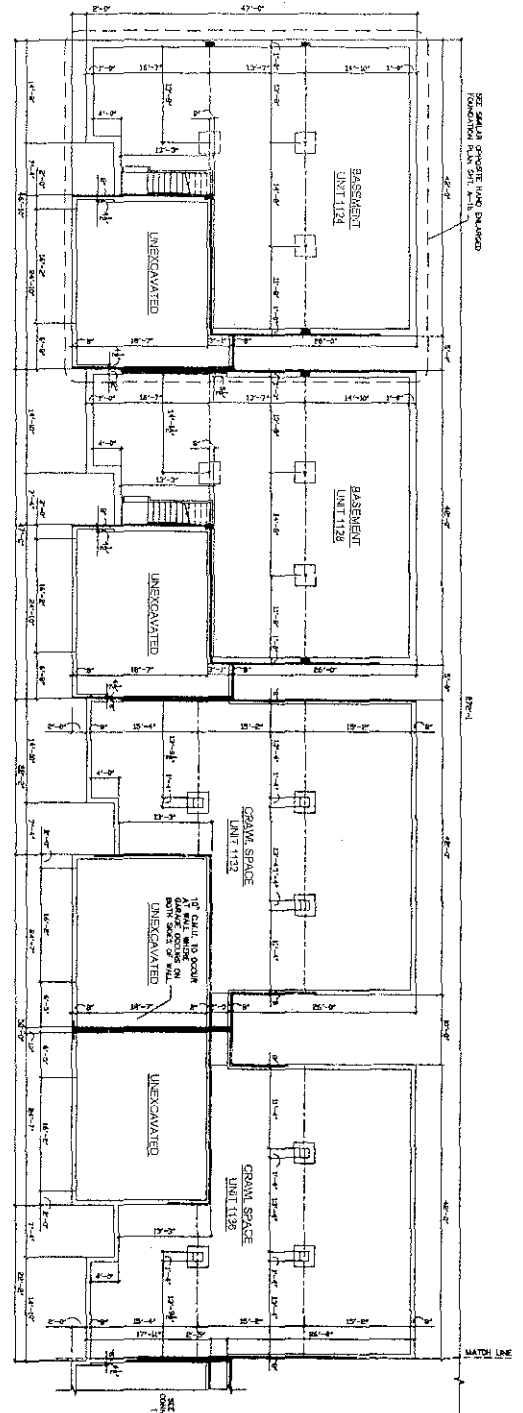
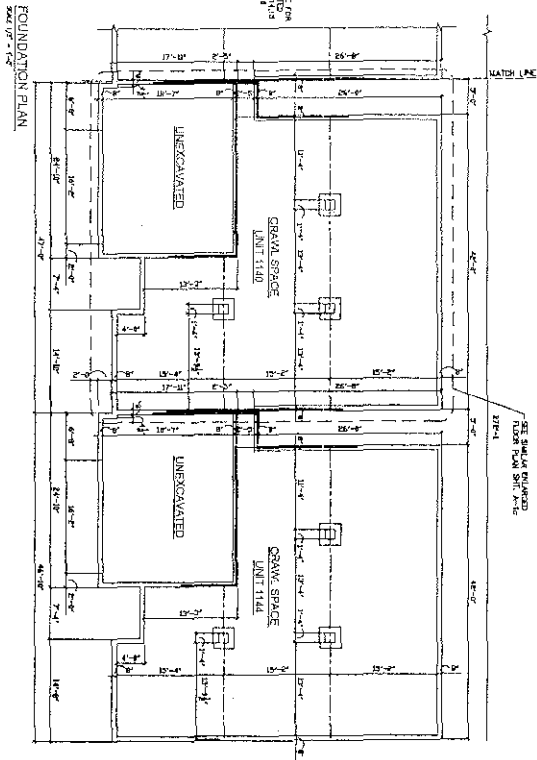
10250 Bradford Court Strongsville, Ohio 44149  
Phone/Fax: 440.238-4594 Cell: 440.570-0116  
Email: dzarchitects@aol.com

DATE


REVISIONS

CANYON ESTATES


MILLSTONE DRIVE  
SAGAMORE HILLS, OHIO

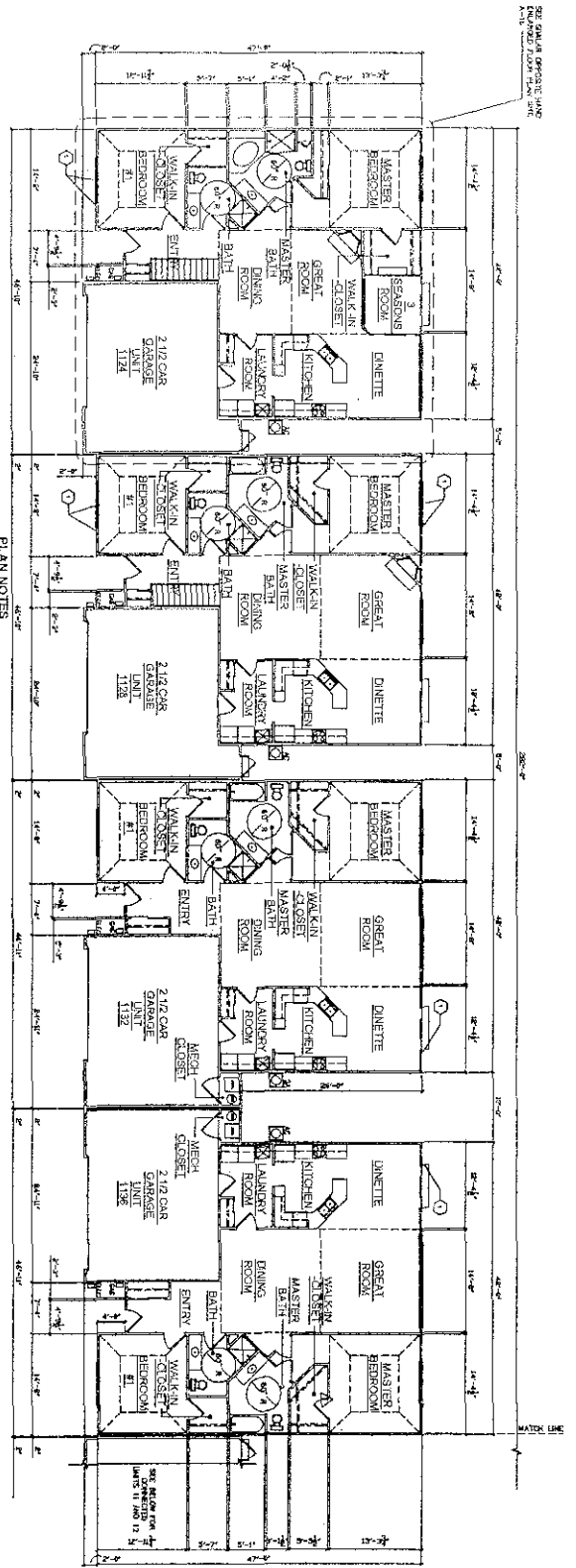




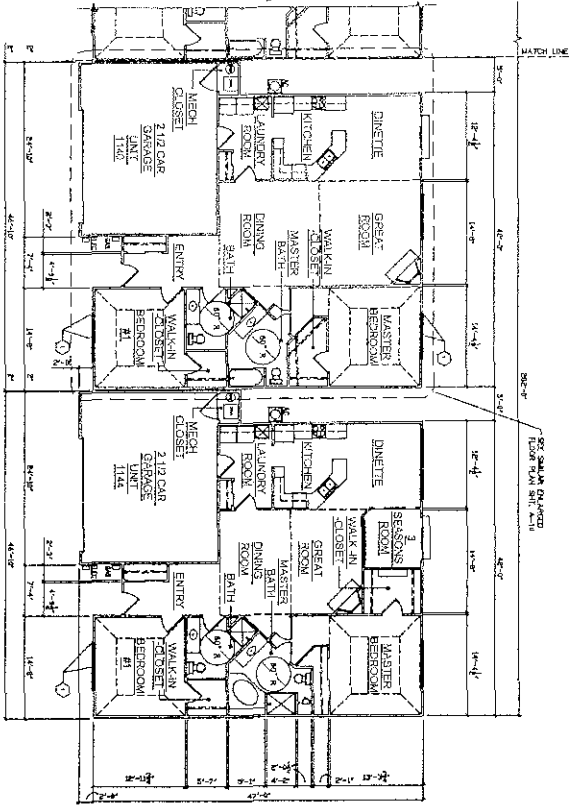
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John A Donofrio, Summit Fiscal Officer

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PLAN NOTES  
 (1) IMPROVE (2) SEE SOLO DRAWING FROM SECTION OF UNIT ABOVE TO EXIST  
 (3) ASSUMED DIMENSIONS SHOWN AT ALL JOINTS THROUGHOUT



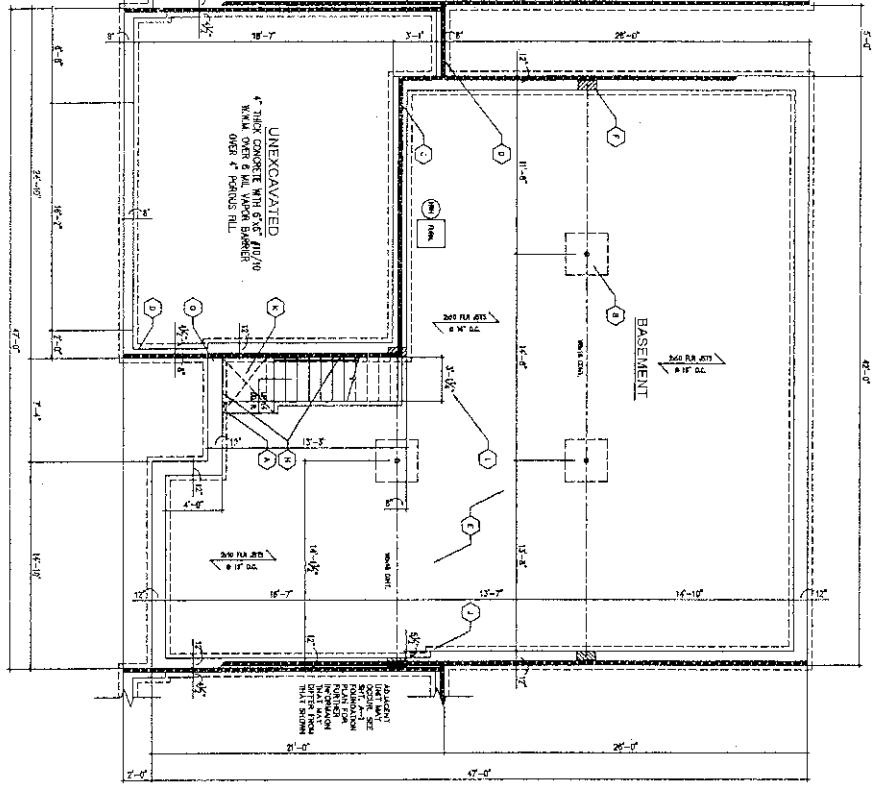
FLOOR PLAN

**A-1b**

**DANA E. ZIMMER, INC. ARCHITECTS**  
 18259 Bradford Court, Strongsville, Ohio 44149  
 Phone/Fax 440 238-4594 Cell: 440 570-8116  
 Email: dezimmer@earthlink.net

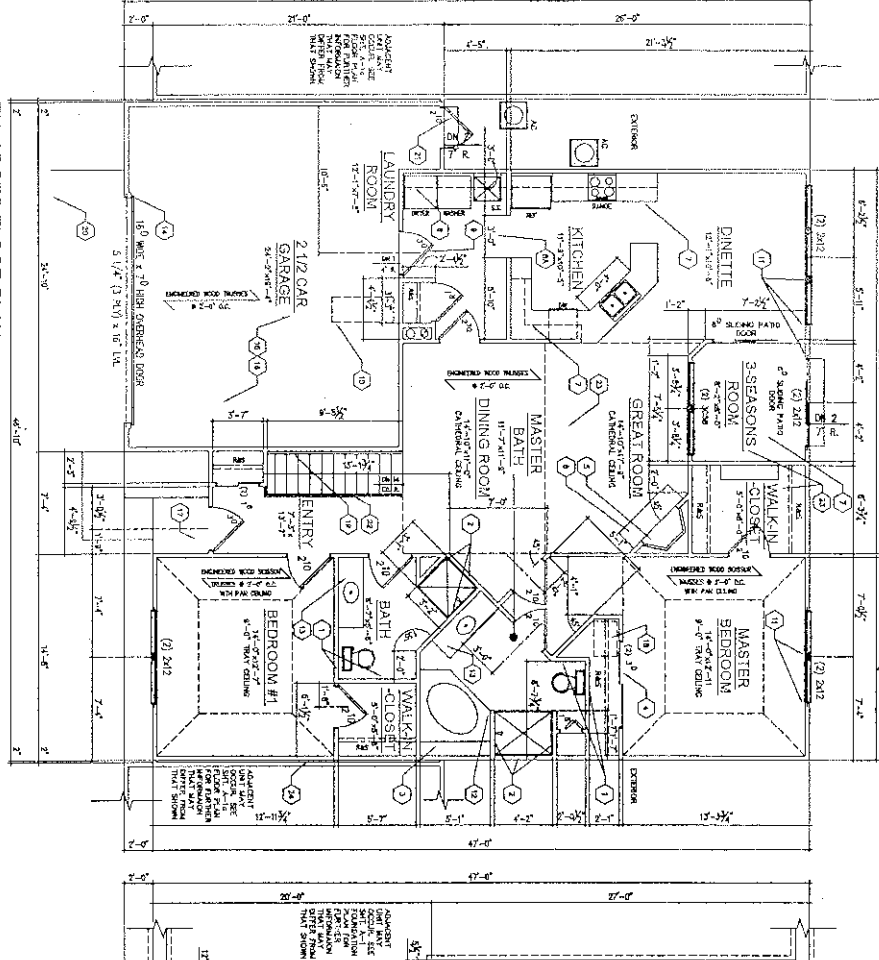
REVISIONS	DATE

**CANYON ESTATES**  
 MILLSTONE DRIVE  
 SAGAMORE HILLS, OHIO



**ENLARGED BSMT/FOUNDATION PLAN**  
 SCALE 1/4" = 1'-0"

- BSMT/FOUNDATION PLAN NOTES**
- 1 WALL INDICATED UNLESS SHOWN OTHERWISE.
  - 2 ALL STAIRS SHALL BE CONCRETE.
  - 3 ALL STAIRS SHALL BE CONCRETE.
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**ENLARGED FLOOR PLAN**  
 SCALE 1/4" = 1'-0"

- FLOOR PLAN NOTES**
- 1 PROVIDE 2\"/>





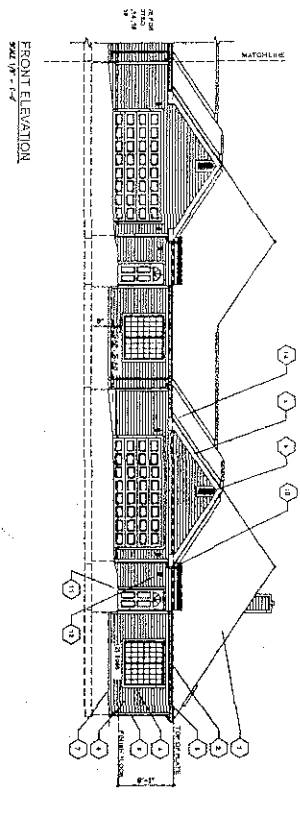
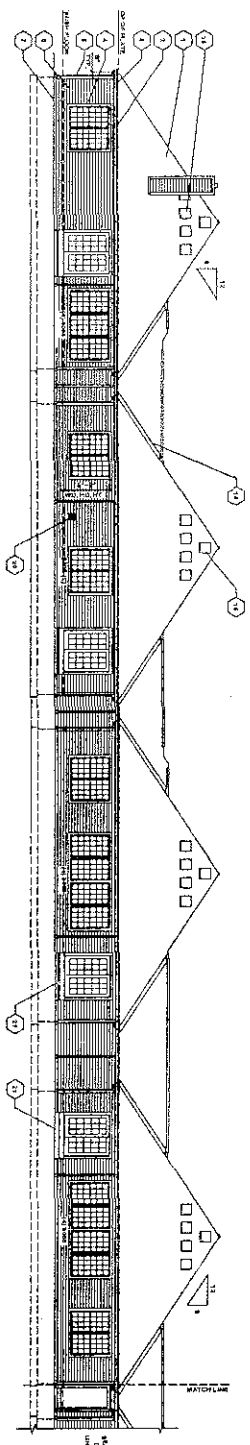
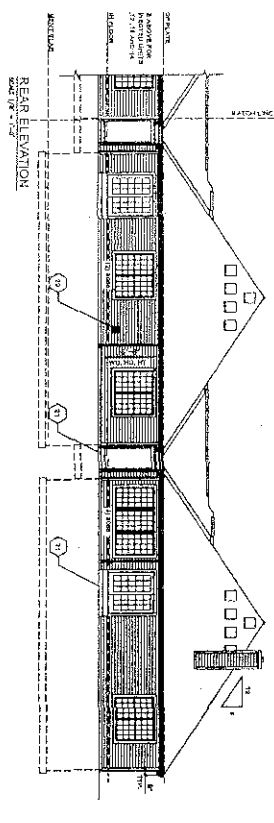
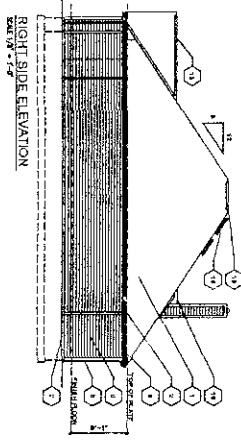
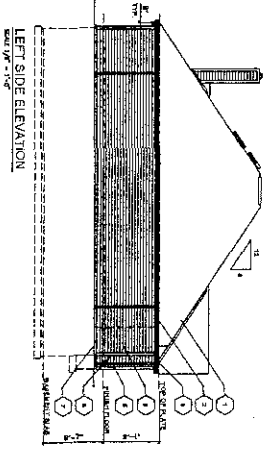




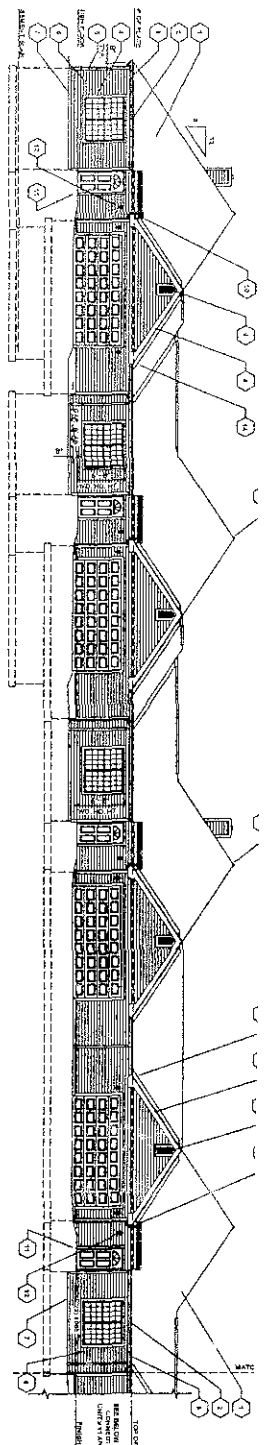
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John A Donofrio, Summit Fiscal Officer

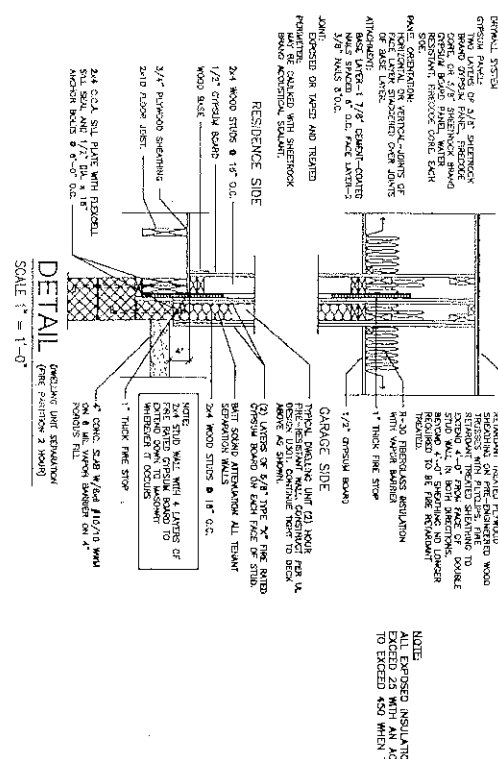
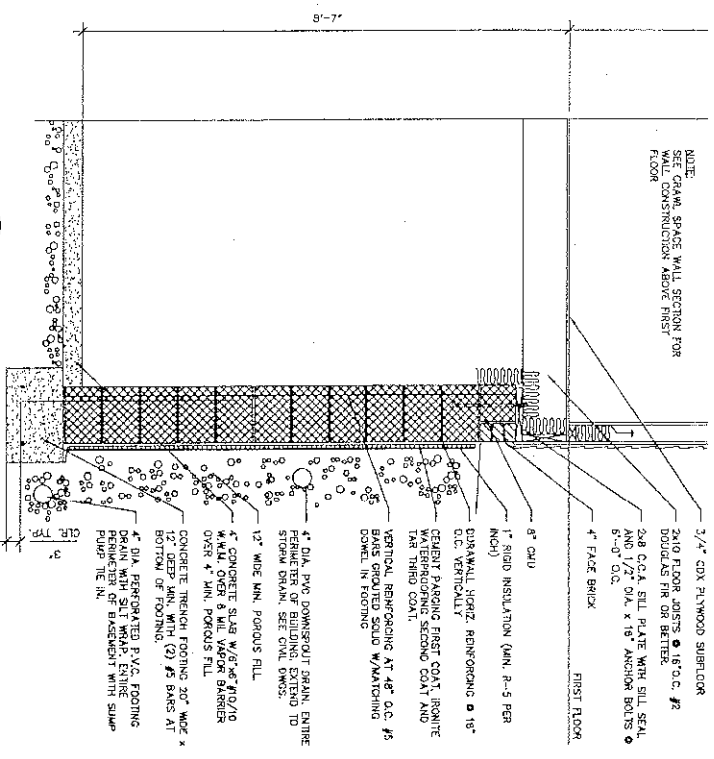
A-3	<p><b>DANA E. ZIMMER, INC.</b> <b>ARCHITECTS</b> 19259 Broadford Court Spanglersville, Ohio 43169 Phone/Fax: 440 238-4594 Cell: 440 570-9116 Email: dzarchitects@aol.com</p>	<p><b>CANYON ESTATES</b> MILLSTONE DRIVE SAGAMORE HILLS, OHIO</p>
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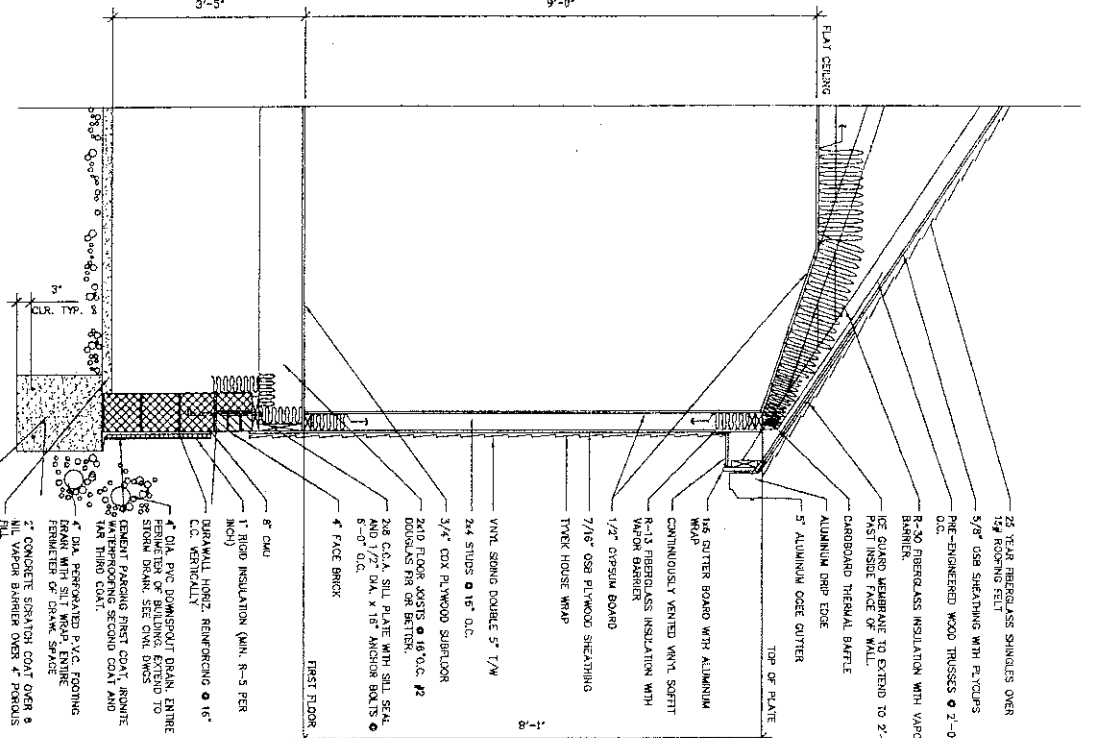
- ELEVATION NOTES**
- 1 25 YEAR FIBERGLASS SIDING
  - 2 1/2" BUTTER BOARDS WITH ALUMINUM WRAP
  - 3 5" ALUMINUM OGGE DOTTED
  - 4 1/4" INS WITH ALUMINUM WRAP
  - 5 4" VINYL CONCRETE TRAIL
  - 6 VINYL SIDING COLORED 57 T/M
  - 7 FACE BRICK
  - 8 1/2" INS. BOARD WITH ALUMINUM WRAP
  - 9 GABLE VENT WITH BUS SCREEN WITH 1/4" TRIM WITH ALUMINUM WRAP
  - 10 ALUMINUM DOWNPOUT TO OUTSIDE BLOCK
  - 11 CONCRETE WALK SLOPE TO BE LESS THAN 1:20
  - 12 EXTERIOR LIGHT FIXTURE
  - 13 ROOF VENT WITH SHINGLE CAP
  - 14 ALUMINUM VALLEY FLASHING
  - 15 ALUMINUM FLASHING
  - 16 ROOF VENT
  - 17 REMOVABLE SCREEN PANEL
  - 18 ALUMINUM DOWNPOUT WITH PVC DOWNPOUT BOOT (FLASH BOOT)
  - 19 ROOF PROJECT
  - 20 PRESIP-COR VENT
  - 21 1" CEILING BOARD STEP DOWN TO GRADE

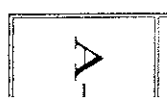


**B WALL SECTION**  
SCALE 3/4" = 1'-0"

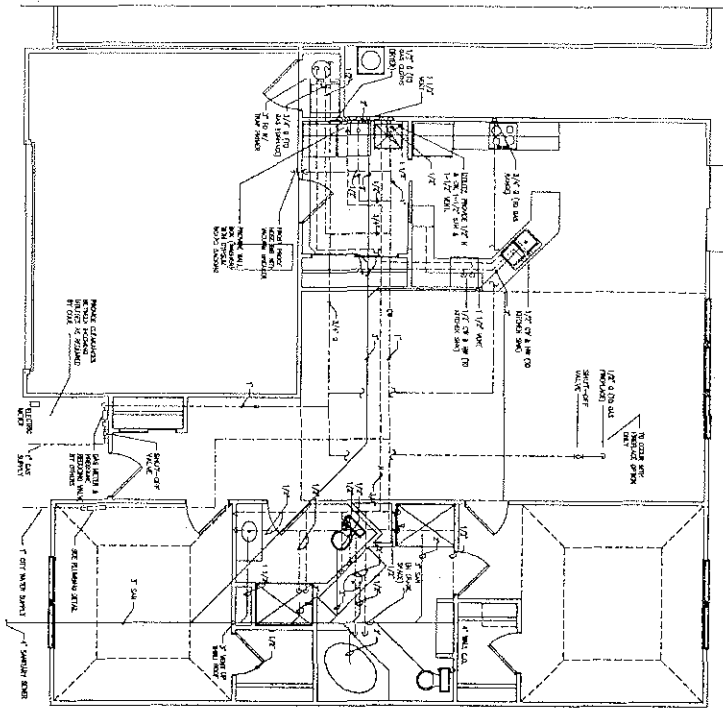


**A WALL SECTION**  
SCALE 3/4" = 1'-0"

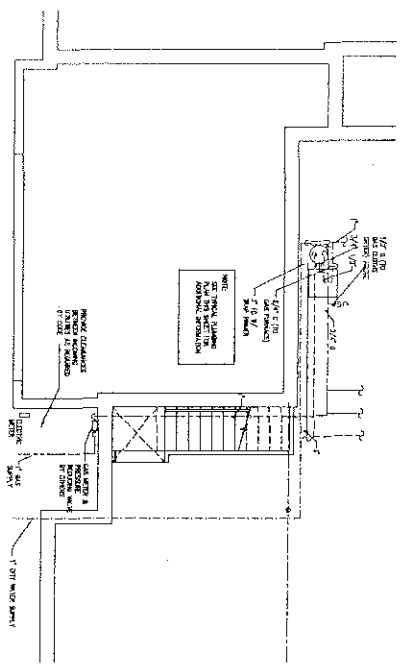



**DANA E. ZIMMER, INC. ARCHITECTS**

**CANYON ESTATES**  
 MILLSTONE DRIVE  
 SAGAMORE HILLS, OHIO



TYPICAL PLUMBING PLAN  
SCALE 1/4" = 1'-0"



TYPICAL PLUMBING PLAN (BSMT UNIT)  
SCALE 1/4" = 1'-0"

PLUMBING GENERAL NOTES:

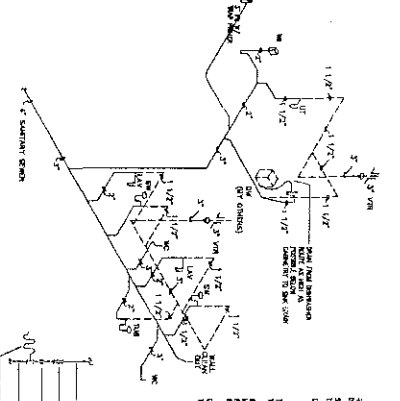
1. WORK SHALL BE INSTALLED IN ACCORDANCE WITH STATE OR FEDERAL PLUMBING CODES. UNLESS OTHERWISE NOTED, ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE PLUMBING CODES.
2. PLUMBING CONTRACTOR SHALL VERIFY (FURNISH WITH) CORRECT SIZE AND LOCATION OF ALL EXISTING PIPING AND EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.
3. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE PLUMBING CODES.
4. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE PLUMBING CODES.
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10. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE PLUMBING CODES.

PLUMBING SPECIFICATIONS:

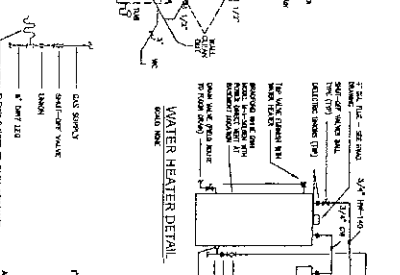
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16. TUBING: GALVANIZED STEEL
17. TUBING: GALVANIZED STEEL
18. TUBING: GALVANIZED STEEL
19. TUBING: GALVANIZED STEEL
20. TUBING: GALVANIZED STEEL

PLAN LINE DESIGNATIONS:

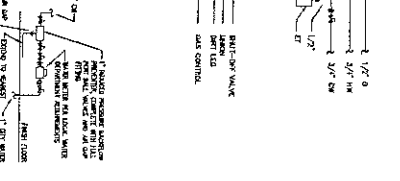
PIPE SIZE	PIPE TYPE
1/2"	...
3/4"	...
1"	...
1 1/2"	...
2"	...
3"	...
4"	...
6"	...
8"	...
10"	...
12"	...



SANITARY ISOMETRIC  
SCALE 1/4" = 1'-0"



TYPICAL GAS CONNECTION DETAIL  
SCALE 1/4" = 1'-0"



WATER HEATER DETAIL  
SCALE 1/4" = 1'-0"

CANYON ESTATES  
HILLSTONE DRIVE  
SAGAMORE HILLS, OHIO

DANA E. ZIMMER, INC.  
ARCHITECTS  
3333 Madison Court Strongsville, Ohio 44149

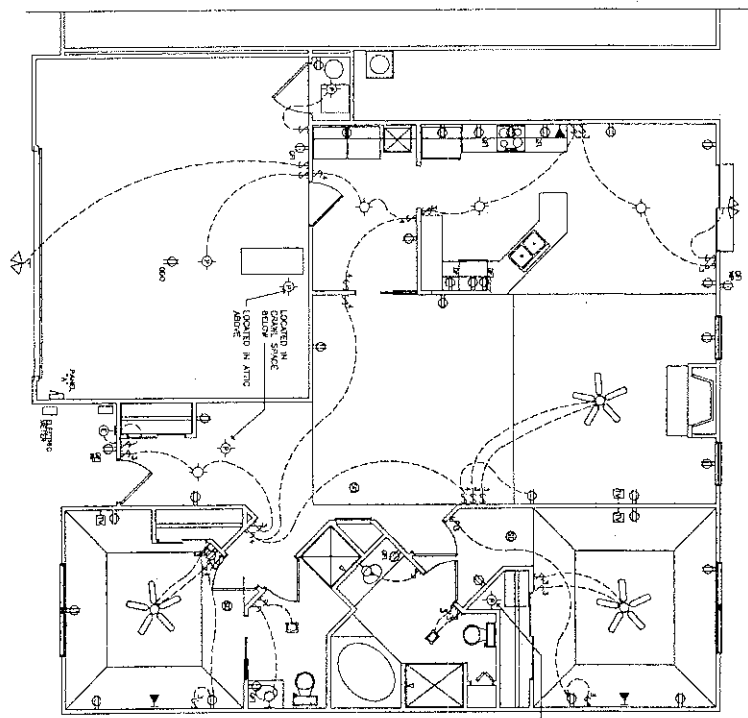
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John A Donofrio, Summit Fiscal Officer

PANEL "C" AND "D" 100% 3W  
 120 V BRK  
 150 AMP BREAKER  
 150 AMP BREAKER

**SYMBOL LEGEND**

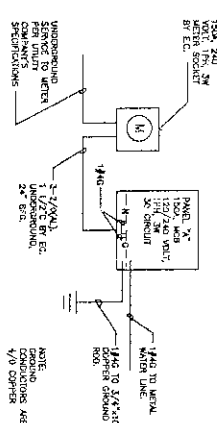
- CHAISEL RISER
- SPOTLIGHT FIXTURE
- COMBINATION QUADRI-FUNCTION FIXTURE
- SLIDE DETECTOR
- CASE TV JACK
- WALL MOUNTED LIGHT FIXTURE
- EXPOSED DIMM LIGHT
- COMBINATION FAN/LIGHT FIXTURE
- SWITCH - 20 AMPERE
- DIMMER RECEPTACLE
- GFI - GROUND FAULT CIRCUIT INTERRUPTER
- M - INTERCOM
- RECESSED LAMP RECEPTACLE, PULL DOWN
- M OVAL, SQUARE AND TRIANGLE
- RECESSED LIGHT FIXTURE
- TELEPHONE JACK



**TYPICAL ELECTRICAL PLAN**  
 SCALE 1/8" = 1'-0"

DWT	DESCRIPTION	LOAD	CB	PH	CB	LOAD	DESCRIPTION	DWT
1	PANEL RECEPTACLE	300	20/7	A	20/7	1450	AC UNIT	2
3	BERNARDSON	1200	20/7	B	15/7	1450		4
5	KITCHEN RANGE HOOD, MOTOR	600	20/7	A	15/7	500	FURNACE	6
7	KITCHEN RECEPTACLE	600	20/7	B	20/7	1200	WASHER	8
9	MASTER BATH LIT. ASMT.	600	20/7	A	15/7	400	CROWN SHAKE, ATTIC LIT.	10
11	MASTER BEDROOM BPT.	800	20/7	B	20/7	1200	CROWN SHAKE, ATTIC LIT.	12
13	MASTER BEDROOM, BEHIND LIT.	600	20/7	A	20/7	400	LIVING ROOM BPT.	14
17	BEDROOM LIT./ASMT.	600	20/7	A	20/7	1200	REFRIGERATOR	16
18	SP			B			SP	20
21	SP			A			SP	22
23	SP			B			SP	24
27	SP			A			SP	26
28	SP			B			SP	28
29	SP			A			SP	30
TOTALS		6400				7800		
TOTAL LOAD		14500						

1. BEDROOM CIRCUIT BREAKERS 15, AND 17 MUST BE APC-FULL CIRCUIT INTERRUPTERS.
2. ON RECEPTACLES IN BATHS, CHANGE INTERIOR CROWN SHAKE AND DIMMER SHALL BE SET CONTINUED.
3. WIRE SIZES SHALL BE AS FOLLOWS 15# 1/4, 20# 3/16, 30# 1/2, 30# 5/8 COPPER.
4. TOTAL CIRCULATED LOAD IS 14500 WATTS.
5. LIGHT SPECIFIC ELECTRICAL OUTLETS, TRANSISTORS AND OTHER SEMIAUTOMATIC CONTROLS TO BE NO HIGHER THAN 48 INCHES AND NO LOWER THAN 15 INCHES ABOVE FINISH FLOOR.



**ONE-LINE ELECTRICAL DIAGRAM**  
 NOT TO SCALE

ALL ELECTRICAL WORK IS TO BE IN ACCORDANCE WITH ALL LOCAL AND STATE CODES AND ORDINANCES THE LATEST "SAFETY CODE" - NFPA 70B AND THE LATEST ADOPTED EDITION OF THE NATIONAL ELECTRICAL CODE.

THE OWNER, FURNISH AND INSTALLER SHALL BE RESPONSIBLE FOR PERMITTING AND PROVIDING ALL NECESSARY INFORMATION AND ACCESS TO THE WORKING ELECTRICAL SYSTEM. THE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 90% OF THE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 90% OF THE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, 90% OF THE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.

DANA E. ZIMMER, INC.  
ARCHITECTS

CANYON ESTATES

MILLSTONE DRIVE  
SAGAMORE HILLS, OHIO

REVISIONS

DESCRIPTION DATE

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John R Donofrio, Summit Fiscal Officer

**BY-LAWS**  
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**OF**  
**CANYON ESTATES CONDOMINIUM**  
**OWNERS ASSOCIATION**

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**ARTICLE I - NAME AND LOCATION**

The name of the Association is Canyon Estates Condominium Owners Association, ("the Association"), which Association is created pursuant to the provisions of Chapter 5311 of the Revised Code of Ohio as the Unit Owners' Association of Canyon Estates Condominiums. The principal office of the Association shall be as set forth in the Declaration, and the place of meetings of Unit Owners (members) and of the Board of Managers ("the Board") of the Association shall be at such place in Summit County, Ohio, as the Board of Managers may from time to time designate.

**ARTICLE II - DEFINITIONS**

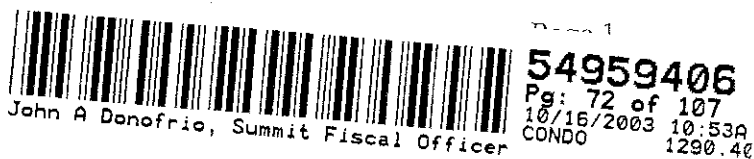
All of the terms used herein shall have the same meaning as set forth in the Declaration of Canyon Estates Condominium, ("the Declaration"), recorded simultaneously herewith with the recorder of Summit County, Ohio.

**ARTICLE III - UNIT OWNERS (MEMBERS)**

**Section 1. Composition.** Each Unit Owner, as defined in the Declaration, is a member of the Association.

**Section 2. Annual Meetings.** Regular annual meeting of the Unit Owners shall be held in the first calendar quarter of each year hereafter, on a date and at a hour established, from time to time by the Board.

**Section 3. Special Meetings.** Special Meetings of the Unit Owners may be called at any time by the president or by the Board, upon written request of Unit Owners entitled to exercise one fourth (1/4) or more of the voting power of Unit Owners, and when required by the Condominium Act.



**Section 4. Notice of Meetings.** Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five (5) days before such meeting, to each Unit Owner entitled to vote there at, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of the notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**Section 5. Quorum.** The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meetings.

**Section 6. Proxies.** At any meeting of Unit Owners, a Unit owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of his, her or its Unit.

**Section 7. Voting Power.** Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners voting on any matter that may be determined by the Unit Owners at a duly called and noticed meeting shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners except as otherwise specifically provided in the Condominium Organizational Documents or by law.

**Section 8. Action In Writing Without Meeting.** Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners having not less than a majority of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.

## ARTICLE IV - BOARD OF MANAGERS

**Section 1. Initial Managers.** The initial Managers shall be those three persons named as the initial Managers by the Declaration; or such other person or persons as may from time to time be substituted by the Declarant.

**Section 2. Successor Managers.** The number, times of election, and terms of office of those who will serve as Managers of the Association to succeed the initial Managers, shall be as provided in the Declaration and these By-Laws.

**Section 3. Removal.** Excepting only Managers selected by Declarant, any Manager may be removed from the Board with or without cause, by a majority vote of the Unit Owners. In the event of the death, resignation or removal of a Manager other than one selected by the Declarant, that Manager's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Manager shall be elected to complete the term of such deceased, resigned or removed Manager. Declarant shall have the sole right to remove, with or without cause, any Manager selected by Declarant, and select the



successor of any Manager so selected who dies, resigns, is removed or leaves office for any reason before the election of Managers by all of the Unit Owners as provided in the Declaration

**Section 4. Nomination.** Nominations for the election of Managers to be elected by the Unit Owners shall be made by a nominating committee. Nominations may also be made from the floor at the meetings. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two or more Unit Owners appointed by the Board. The nominating committee shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no less than the number of vacancies that are to be filled.

**Section 5. Election.** Election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such voting power as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**Section 6. Compensation.** Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Manager shall receive compensation for any service rendered to the Association as a Manager. However, any Manager may be reimbursed for his or her actual expenses incurred in the performance of duties.

**Section 7. Regular Meetings.** Regular meetings of the Board shall be held no less than quarterly, without notice, on such date and at such place and hour as may be fixed from time to time by resolution of the Board.

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

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

**Section 10. Voting Power.** Except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Managers voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present shall be sufficient to determine that matter.

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

**Section 12. Powers.** The Board shall exercise all powers and authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:



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- A. take all actions deemed necessary or desirable to comply with all requirements of law, and the Condominium Organizational Documents;
- B. obtain insurance coverage no less than that required pursuant to the Declaration;
- C. enforce the covenants, conditions and restrictions set forth in the Declaration;
- D. repair, maintain and improve the Common Areas;
- E. establish, enforce, levy and collect assessments as provided in the Declaration;
- F. adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of Unit Owners, occupants and their guests thereon, and establish penalties for the infraction thereof;
- G. suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any assessment levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- H. declare the office of a member of the Board to be vacant in the event such Manager shall be absent from three consecutive regular meetings of the Board;
- I. authorize the officers to enter into one or more management agreements in order to facilitate the efficient operation of the property; (it shall be the primary purpose of such management agreements to provide for administration, management, repair and maintenance as provided in the Declaration, and the receipt and disbursement of funds as may be authorized by the Board - the terms of any management agreements shall be as determined by the Board to be in the best interest of the Association, subject, in all respects, to the provisions of the Condominium Organizational Documents); and
- J. do all things and take all actions permitted to be taken by the Association by law, or the condominium Organization Documents not specifically reserved thereby to others.

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

- A. cause to be kept a complete record of all its acts and affairs and to present a statement thereof to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when such statement is requested in writing by Unit Owners representing one-half or more of the voting power of Unit Owners;
- B. supervise all officers, agent and employees of the Association and see that their duties are properly performed;
- C. as more fully provided in the Declaration, to:

1. fix the amount of assessments against each Unit;
  2. give written notice of each assessment to every Unit Owner subject thereto within the time limit set forth herein; and
  3. foreclose the lien against any property for which assessments are not paid within a reasonable time after they are authorized by the Declaration to do so, or bring an action at law against the Unit Owner(s) personally obligated to pay the same, or both;
- D. issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;
- E. procure and maintain insurance as provided in the Declaration, and as the Board deems advisable;
- F. cause all officers or employees handling Association funds to be bonded;
- G. cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration;
- H. cause the restrictions created by the Declaration to be enforced; and
- I. take all other actions required to comply with all requirements of law and the Condominium Organizational Documents.

## ARTICLE V - OFFICERS

**Section 1. Enumeration of Offices.** The officers of this Association shall be a president, a secretary, a treasurer, and such other officers as the Board may from time to time determine. No officer need be a member of the Association nor need any officer be a Manager. The same person may hold more than one office.

**Section 2. Selection and Term.** Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be selected by the Board, from time to time, to serve until the Board selects their successors.

**Section 3. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

**Section 4. Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.



John A Donofrio, Summit Fiscal Officer

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**Section 5. Duties.** The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

A. President. The president shall preside at all meetings of the Board, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.

B. Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.

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

## ARTICLE VI - COMMITTEES

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

## ARTICLE VII - BOOKS AND RECORDS

The books, records and financial statements of the Association, including annual audited financial statements when such are prepared, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners and the holders and insurers of first mortgages on Units. Likewise, during normal business hours or under other reasonable circumstances, the Association shall have available for inspection by Unit Owners, lenders and their insurers, and prospective purchasers, current copies of the Condominium Organizational Documents and the rules and regulations governing operation of the Condominium.

## ARTICLE VIII - AUDITS

Upon written request to the Association by an institutional first mortgagee of a Unit, or its insurer, or by vote of the holders of a majority of the voting power of Unit Owners, the Board shall cause the preparation and furnishing to those requesting of an audited financial statement of the Association for the preceding fiscal year, provided that no such statement need be furnished earlier than ninety (90) days following the end of such fiscal year.

## ARTICLE IX - FISCAL YEAR

Unless otherwise changed by the Board, the fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal



John A Donofrio, Summit Fiscal Officer

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year shall begin on the date of recordation of the Condominium Documents creating this Association.

### ARTICLE X - AMENDMENTS

Any modification or amendment of these By-Laws shall be made only by means of an amendment to the Declaration, in the manner and subject to the approvals, terms and conditions set forth therein, and shall be effective from the time a certificate setting forth such modification or amendment is delivered for recording to the Recorder of Summit County, Ohio.

IN TESTIMONY WHEREOF, the undersigned, the sole member of the Association, has caused these By-Laws to be duly adopted on or as of the 14<sup>th</sup> day of October 2003.

DECLARANT:

By: Michael Orley



John A Donofrio, Summit Fiscal Officer

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EXHIBIT "C"

OF THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
CANYON ESTATES CONDOMINIUM

It is the intention of the Developer to be the management company until such time 75% of the Units have been sold. At that time, a new Board of Managers will be elected to operate the Association. The Association will then enter into a Management agreement with the company of their choice. The Developer will continue as the interim Management Company until the new company takes over. However, the Developer will not continue in this role for more than 90 days after the election of the new Board of Managers.



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John A Donofrio, Summit Fiscal Officer

EXHIBIT "D"

OF THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
CANYON ESTATES CONDOMINIUM

NARRATIVE

The Development is located East off of Canyon View Road in the Greenwood Village Development in Sagamore Hills, Ohio.

Phase I of the Development consists of Two (2) buildings each containing Six (6) Two-story Units. Each Unit is approximately 1466 square feet, with the first floor being approximately 810 square feet. Each Unit shall have an attached 2.5 car garage, Two (2) baths, central heating and air conditioning and a first floor Master Bedroom.

The Builder will provide basements in some Units while others will have a crawl space. Each Unit is wired for telephone and cable service and plumbed for a gas burning fireplace. Utilities will be separately metered and the Unit owners need to make their own arrangement for these services.

The Units and buildings have wood frame construction, vinyl siding, aluminum gutters, fiberglass shingle roofs that have a 25 year guarantee and brick facing along the foundation line.

Any inconsistencies between the narrative and the description of the Units and the Allotted Drawings shall be resolved in favor of the Allotted Drawings.



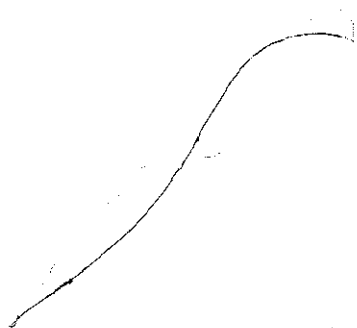
John A Donofrio, Summit Fiscal Officer


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EXHIBIT "E"

OF THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR  
CANYON ESTATES CONDOMINIUM

<u>Unit No.</u>	<u>Address</u>	<u>Percentage Interest</u>
1	1145 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
2	1141 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
3	1137 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
4	1133 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
5	1129 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
6	1125 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
7	1144 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
8	1140 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
9	1136 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
10	1132 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
11	1128 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>
12	1124 Millstone Drive, Sagamore Hills, Ohio	1/12 <sup>th</sup>



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(B) The Unit Owner or Unit Owners desiring to make, such Combination and/or Division shall make written application to the Board acting on behalf of the Association requesting an amendment to the Declaration (including the Drawings), the application to be accompanied by: (1) an architect's drawing of the proposed alterations of the affected Unit or Units and the affected Common Areas and facilities; and (2) a calculation of the reallocation of the percentage of interest in the Common Areas and Facilities appurtenant to such Units affected by such proposed Combination and/or Division. If the Unit Owner or Unit Owners making application to the Board for approval of the Condominium and/or Division has complied with the requirements of this Section, the Board by at least a majority vote of its members, shall give its approval of the Combination and/or Division and an officer of the Association shall indicate said approval on the amendment to the Declaration affecting the Combination and/or Division. If the Board, within fifteen (15) days of the submission of such request, fails to respond to said application, any one (1) owner of a Unit involved in the Combination and/or Division is hereby irrevocably empowered to execute the same as attorney-in-fact for the Board, this power being coupled with an interest. If an owner of a Unit so executes such amendment on behalf of the Board, such owner shall prepare and file with such amendment a notarized certificate stating that he submitted the amendment to the Board for approval; that the Board failed to approve the amendment within the aforesaid fifteen (15) day period, that the amendment complies with the requirements of this Section; and that he is executing the amendment pursuant to the provisions of this Section. If an owner of a Unit so executes such amendment on behalf of the Board, such owner shall prepare and file with the amendment a notarized certificate stating that he submitted the amendment to the Board for approval, that the Board failed to approve the amendment within the aforesaid fifteen (15) day period; that the amendment complies with the requirements of this Paragraph; and that he is executing the amendment pursuant to the provisions of this Paragraph. The Combination and/or Division shall be effective upon the recording of an amendment to the Declaration (including the Drawings), consistent with and reflecting said Combination and/or Division, and executed by the Board (including an owner of a unit acting on behalf of the Board pursuant to the power-of-attorney granted above) and by the Unit Owner or Unit Owners of the affected Unit or Units. Every other Unit Owner shall be deemed to have consented to any such amendment and no action or consent by or from the Board or the Association, shall be necessary to make any such amendment effective. Such amendment shall also specify the resultant reapportionment of the percentages of interest in the Common Areas and Facilities, the proportionate share of the Common Profits and Common Expenses and the voting power of the Unit or Units resulting from the Combination and/or Division, the total of which, in each case, shall equal the interest, share and voting power of the former Unit or Units involved in the Combination and/or Division, Any expenses incurred in connection with accomplishing the Combination and/or Division, including without limitation, engineering, surveying, architectural, legal and recording fees and expenses, shall be paid by the Unit Owner or Unit Owners of the Unit or Units involved, and such Unit Owner or Unit Owners shall be jointly and severally liable for the payment thereof

(C) The part of the Common Areas and Facilities separating and located between and exclusively serving two or more adjacent Units used together (including without limitation, portions of any hallway and any walls), may be altered to afford ingress and egress to and from such Units and to afford privacy to the occupants of such Units when using such Common areas and Facilities, and that part of the Common Areas and Facilities so altered may be used by the Unit Owner or



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John A Donofrio, Summit Fiscal Officer

Owners of such Units, provided that (1) the expense of such alterations shall be paid in full by the Unit Owner or Owners making such alteration; and (2) such alteration shall not interfere with the use and enjoyment of the Common Areas and Facilities (other than the aforesaid part of the Common Areas and Facilities, Separating such adjacent Units) by other Unit Owners.

(D) In addition to the foregoing, if the Combination and/or Division is made in connection with the condemnation or substantial damage or destruction of the Units and/or Common Areas and Facilities, the prior written approval of at least two-thirds (2/3rds) of first mortgagees (based on one vote for each first mortgage owned), or at least two-thirds (2/3rds) of Unit Owners (other than the Declarant) shall be required for the Combination and/or Division.

#### ARTICLE XIV CONDEMNATION

(A) In the event that the entire Condominium Property is taken by eminent domain or condemnation or sold or otherwise disposed of in lieu of or in avoidance thereof the Condominium shall terminate. The condemnation award shall be apportioned among the Unit Owners in accordance with their respective percentage interests in the Common Areas and Facilities. The Association shall as soon as practicable determine the share of the condemnation award to which each Unit Owner is entitled and each such share shall be paid into separate accounts and disbursed as soon as practicable to the Unit Owners entitled to same. No Unit Owner, however, shall receive any portion of his share of such award until all liens and encumbrances on his Unit have been paid, released or discharged.

(B) In the event that less than the entire Condominium Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Development hereunder shall not terminate. Each Unit Owner shall be entitled to a share of the condemnation award to be determined in the following manner: As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Unit Owners, as follows: (A) the total amount allocated to taking of or injury to the Common Areas and Facilities shall be apportioned among Unit Owners in proportion to their respective percentages of interest in the Common Areas and Facilities; (B) the total amount allocated to severance damages shall be apportioned to those Units which were not taken or condemned; (C) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements a Unit Owner has made within his own Unit shall be apportioned to the particular Unit involved, and (D) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable under the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by checks payable jointly to the respective Unit Owners and their respective first mortgagees,

(C) In the event a partial taking results in the taking of a complete Unit, the Owner thereof automatically shall cease to be a member of the Association. Thereafter the Association shall



reallocate the ownership, voting rights, assessment ratio and other rights determined in accordance with this Declaration according to the same principles employed in this Declaration and its inception and shall submit such reallocation to the Owners of the remaining Units for amendment of this Declaration and the amended Declaration shall be filed as required by law.

(D) Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Article VI hereof (Insurance and Reconstruction).

## ARTICLE XV RIGHTS OF FIRST MORTGAGEES

The following provisions inure to the benefit of each mortgagee holding a first mortgage encumbering a Unit:

(A) Default By Unit Owner. The holder of any first mortgage encumbering a Unit in respect of which the Unit Owner shall be in default for a period of sixty (60) days in the performance of his obligations under this Declaration the Bylaws and/or the Rules shall be provided with notice of said default by the Association. Within sixty (60) days after receiving said notice from the Association, the holder of the mortgage encumbering said Unit may (but shall not be obligated to do so) cure said default. If, however, said default is not curable within said sixty (60) day period by reason of delay(s) beyond the reasonable control of said mortgagee, then, providing said mortgagee has commenced to cure said default within said sixty (60) day period and has continued thereafter with due diligence to complete the curing of said default, the time within which said mortgagee shall be permitted to cure said default shall be extended for a period co-extensive with said delay(s).

(B) Statement of Default. A first mortgagee, upon written request to the Board, shall be given a written statement by the Board of the number of Unit Owners who are more than one (1) month delinquent in the payment of monthly Assessments at the time said written request is received by the Board.

(C) Compliance with Mortgage Insurance Regulations. In general, and in order to facilitate the marketability of the Units, the Board shall comply, to the best of its ability, with requests by first Mortgagees for information required by regulations of the Federal Home Loan Bank Board, Federal Home Loan Mortgage Corporation Federal National Mortgage Association, Government National Mortgage Association and Mortgage Guaranty Insurance Corporation (or other private mortgage insurance company), or required by any other secondary mortgage market lender, or by any governmental insurer or guarantor of the first mortgage of any Unit.

(D) Notice of Meetings to Mortgagees. Upon written request to the Association, each mortgagee shall have the right to receive notices of all meetings of the Association and to designate a representative to attend any such meeting.

(E) Special Federal Home Loan Mortgage Corporation Provisions.



(1) Unless two-thirds (2/3) of the first mortgagees or Unit Owners give their consent, the Association shall not: (a) by act or omission seek to abandon, become a partition, subdivide, encumber, sell or, transfer any portion of the Condominium Property (the granting of easements for public utilities or for public purposes consistent with the intended use of the Condominium Property shall not be deemed a transfer), (b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit Owner; (c) by act or omission change, waive or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance or maintenance of a Unit and of the Common Areas and Facilities; (d) fail to maintain fire and extended coverage insurance as required by this Declaration; or (e) use hazard insurance proceeds for any Common Area losses for other than repair, replacement or reconstruction of the Condominium Property,

(2) The provisions of this Section shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Unit Owners or a larger percentage vote as otherwise required for any of the actions contained in this Article.

(3) First mortgagees may, jointly or singularly, pay taxes or other charges which are in default or which may or have become a charge against the Common Areas and Facilities and may pay overdue premiums if casualty insurance policies or secure new casualty insurance coverage upon the lapse of a policy, for the Common Areas and Facilities and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

ARTICLE XVI  
SALE, LEASING OR OTHER ALIENATION OF UNITS

(A) Unit Owner's Right of Transfer. The Association shall have no right of first refusal with respect to the purchase or lease of a Unit, and a Unit Owner shall be able to transfer his Unit freely by sale, gift, devise, lease or otherwise without restriction except as provided in Article XVI(B).

(B) Unit Owner's Right to Lease. Any Unit Owner shall have the right to lease all (but not less than all) of his Unit upon such terms and conditions as the Unit Owner may deem advisable, except that no Unit shall be leased or subleased for transient or hotel purposes. Any lease or sublease of a Unit for a period of less than six (6) months shall be deemed to be a lease or sublease for transient or hotel purposes. Any lease or sublease of a Unit shall be in writing and shall provide: (1) that the lease or sublease shall be subject to the terms of this Declaration, the Bylaws and Rules and that any failure of a lessee to comply with the terms of this Declaration, the Bylaws and Rules shall be in default under the lease or sublease; (2) that the Association shall have the right to require the Unit Owner to deposit with the Association such amount as the Association shall consider appropriate as security to provide funds for repairs and to assure compliance with this Declaration, the Bylaws and Rules. The limitations with respect to the leasing of Units shall not apply to the Declarant or a first mortgagee of a Unit.

ARTICLE XVII  
REMOVAL FROM CONDOMINIUM OWNERSHIP

The Unit Owners, by unanimous vote, may elect to remove the Condominium Property from the provisions of the Act. In the event of such election, all liens and encumbrances, except taxes and assessments not then due and payable, upon all or any part of the Condominium Property, shall be paid, released, or discharged, and a certificate setting forth that such election was made shall be filed with the Recorder of Summit County, Ohio, and by him recorded. Such certificate shall certify therein under oath that all liens and encumbrances, except taxes and assessments not then due and payable, upon all or part of the Common Areas and Facilities have been paid, released or discharged; and, shall also be signed by the Unit Owners, each of whom shall certify therein under oath that all such liens and encumbrances on his Unit or Units have been paid, released or discharged.

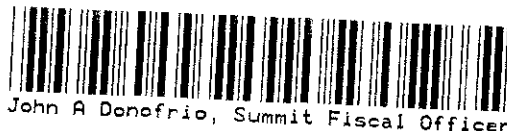
ARTICLE VIII  
MISCELLANEOUS PROVISIONS

(A) Interest on Deposits. Any deposit or down payment made in connection with the sale of a Condominium Ownership Interest by the Declarant shall be held in trust or escrow until delivered at settlement or returned to or otherwise credited to the Purchaser of such Unit or forfeited to the Declarant, and if a depositor down payment of Two Thousand Dollars (\$2,000.00) or more is held for more than ninety (90) days, interest at the rate of not less than four percent (4%) per annum for any period exceeding ninety (90) days shall be credited to the Purchaser of such Unit at settlement or upon return or other credit made to the Purchaser, or added to any forfeiture to the Declarant. Deposits and down payments held in trust or escrow pursuant to this Article shall not be subject to attachment by creditors of the Declarant or a Purchaser of a Condominium Ownership Interest.

(B) Non-Retention of Property Interest in Common Areas and Facilities by Declarant. Notwithstanding any of the other provisions contained herein, the Declarant shall not retain a property interest in any of the Common Areas and Facilities after control of the Condominium Development is assumed by the Association except in the Declarant's capacity as a Unit Owner of unsold Condominium Ownership Interests and, except as permitted by Section 5311.25(B) of the Act.

(C) Warranties of Construction. Solely and only to the extent such warranties are or may be required by the provisions of Section 5311.25(E) of the Act, and solely in Non-Retention of Property Interest in Common Areas and Facilities by Declarant. Notwithstanding any of the connection with the sale of a Condominium Ownership Interest(s) by Declarant:

(1) The Declarant shall furnish a two (2) year warranty covering the full cost of labor and materials for any repair or replacement of roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium Development as a whole occasioned or necessitated by a defect in material or workmanship and shall furnish a one (1) year warranty covering the full cost of labor and materials for any repair or replacement of structural,



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mechanical and other elements pertaining to each Unit occasioned or necessitated by a defect in material or workmanship.

(2) The two (2) year warranty shall commence: (a) for property submitted by the original Declaration on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in the Condominium Development to a Purchaser in good faith for value of a Unit; and (b) for Additional Property submitted by amendment to the Declaration pursuant to Article XI hereof, on the date the deed or other evidence of ownership is filed for record following the sale of the first Condominium Ownership Interest in such phase for the Additional Property to a good faith purchaser for value of a Unit.

(3) The one (1) year warranty shall commence on the date the deed or other evidence of ownership is filed for record following the sale of a Condominium Ownership Interest to a Purchaser in good faith for value.

(4) With respect to appliances installed and furnished as a part of a Unit by the Declarant, the Declarant shall assign to each Purchaser of a Unit the express and implied warranties of the manufacturers of such appliances in satisfaction of the Declarant's warranty of such appliances, except the Declarant's warranty of each Unit hereunder includes the warranty that the appliances are properly installed.

(5) All warranties made to the Declarant that exceed the time periods specified above with respect to any part of the Units or Common Areas and Facilities shall be assigned to the Purchasers of Units. Furthermore, the Declarant reserves the right, but not the obligation, to grant warranties in excess of the warranties set forth above.

(6) None of the foregoing warranties shall cover repair or replacements necessitated or occasioned by ordinary wear and tear or by the negligent or wanton acts of any Unit Owner or any tenant, guest or invitee of a Unit Owner or occasioned or necessitated for any reason whatsoever except by defects in materials and workmanship,

(D) Declarant's Obligation With Respect to Unsold Units. The Declarant will assume the rights and obligations of a Unit Owner in its capacity as owner of unsold Units in the Condominium, including, without limitation, the obligation to pay Common Expenses attributable to such Units, from the date the Declaration is filed for record.

(E) Right of Declarant to Act as Board of Managers. Declarant reserves to itself the right to manage, control and exercise all of the rights of the Association in accordance with and to the extent permitted by the provisions of Section 5311.08 and 5311.25 of the Act.

(F) Record of Mortgagees of Unit. Any Unit Owner who mortgages his Ownership Interest shall notify the Association in such manner as the Association may direct, of the name and address of his mortgagee and thereafter shall notify the Association of the payment, cancellation or other alteration in the status of such mortgage. The Association shall maintain such information in a record entitled "Mortgagees of Units".



(G) Rights of Mortgagees of Units to Receive Notice. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the owner or owners whose Unit Ownership is subject to such mortgage or trust deed.

(H) Notices to Association. Notices required to be given to the Board or the Association may be delivered to any member of the Board or officer of the Association either personally or by mail to such member or officer at his Unit.

(I) Notices. All notices required or permitted hereunder, and under the Bylaws and the Act, to the Declarant, the Association, the Board or its delegates shall be in writing and shall be sent by registered mail, return receipt requested, to the Board of Managers or the address of the Condominium Property or to such other address as Declarant may designate from time to time by notice in writing. All Unit notices to the Declarant shall be sent by registered or certified mail, return receipt requested, to:

Canyon Estates, Inc.  
Robert J. Belinger, Attorney  
4200 Rockside Road, Suite 101  
Independence, Ohio 44131

or to such other address as the Declarant or its counsel may designate from time to time by notice in writing to all Unit Owners. All notices to any Unit Owner shall be sent by registered or certified mail to such Unit Owner's Unit address or to such other address as may be designated by him from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given and therefore effective not later than forty-eight (48) hours after the date that such notice is deposited in the U.S. Mail, except notices of change of address which shall be deemed to have been given when received, and except as otherwise provided herein. Any notice required or permitted to be given an Occupant of a Unit other than a Unit Owner shall effectively be given if hand delivered to such Occupant or placed in his separate flyer box or placed under the door to such Occupant's Unit.

(J) Title to Units Subject to Declaration. Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction rights, and powers created or reserved by this Declaration and in the documents referred to in this Declaration, and all rights, benefits and privileges of every nature hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Condominium Property, and shall inure to the benefit of such owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

(K) Non-Liability of Declarant. Except as otherwise provided in the Condominium Property Act, neither Declarant nor its representatives, successors or assigns shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or the Bylaws in Declarant's (or its

representative's) capacity as owner, manager or seller of the Condominium Property whether or not such claim (1) shall be asserted by any Unit Owner, an Occupant of a Unit, the Association, or by any person or entity claiming through any of them; or by any person or entity claiming through any of them; or (2) shall be on account of injury to person or damage to or loss of property whenever located and however caused; or (3) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, enumeration includes all claims for, or arising by reason of, the Condominium Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, an Occupant of a Unit, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium Property, or by reason of the failure to function or disrepair of any utility services (heat, air-conditioning, electricity, gas, telephone, water or sewage).

(L) Non-Waiver. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

(M) Saving Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

(N) Rule Against Perpetuities. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful or void for violation of (1) the rule against perpetuities or some analogous statutory provision, (2) the rule restricting restraints on alienation or (3) any other statutory or common-law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of George W. Bush President of the United States of America, and Dick Cheney, Vice President of the United States of America.

(O) Headings. The heading of each Article and of each such paragraph in this Declaration and in the Bylaws is inserted only as a matter of convenience and for reference and in no way defines limits or describes the scope or intent of this Declaration or the Bylaws nor in any way affects this Declaration or the Bylaws.

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John A Donofrio, Summit Fiscal Officer

IN WITNESS WHEREOF, Sandstone, Inc. and its President and sole shareholder has caused this Declaration to be executed on their behalf this 14<sup>th</sup> day of October, 2003.

Sandstone, Inc.

By: Michael Orley  
President and sole sharcholder

STATE OF OHIO                    )  
  )     SS:  
COUNTY OF CUYAHOGA    )

Before me, a Notary Public in and for said County and State aforesaid, personally appeared Sandstone, Inc., an Ohio Corporation, by Michael Orley its President and sole shareholder, who acknowledged that he did sign the foregoing instrument and that the same was his free act and deed individually and as such President and sole shareholder, the free at and deed of said corporation.

GIVEN, under my hand and Notarial Seal this 14<sup>th</sup> day of October, 2003,



ROBERT J. BELINGER, Attorney  
NOTARY PUBLIC - STATE OF OHIO  
My commission has no expiration date.  
Section 147.03 R.C.

Robert J. Belinger  
Notary Public

Document prepared by:  
Robert J. Belinger, Attorney  
4200 Rockside Road, Suite 101  
Independence, Ohio 44131  
216-520-1464  
(0017661)



John A Donofrio, Summit Fiscal Officer

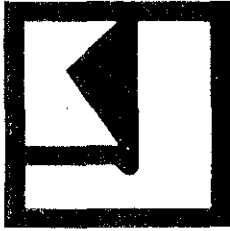
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John A Donofrio, Summit Fiscal Officer



**KENNETH JENSEN & ASSOCIATES, INC.**  
**ENGINEERS & SURVEYORS**

3543 DARROW ROAD  
STOW, OHIO 44224  
PHONE 330 - 688 - 6049  
FAX 330 - 688 - 6040

2002-2636

LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUM - PHASE 1

October 8, 2003

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio, being part of Northfield Township Lot 86 and further described as follows:

Beginning at the intersection of Aurora Road (S.R. 82 – Variable RW) and the centerline of Canyon View Drive (50' RW) (witness a 3/4" iron bar found N 68° 03' 17" W 512.67 feet at the centerline intersection of Aurora Road and Chaffee Road);

Thence S 21° 56' 43" W 50.22 feet along the centerline of Canyon View Dr. to a P.C. of a curve to the left (witness a #4 iron bar found and used for line in a monument box 0.422 feet north and 0.170 feet east of said P.C.);

Thence Southwesterly 177.29 feet along the centerline of Canyon View Drive and said curve to the left to the P.T. thereof (witness a #4 iron bar found and used for line in a monument box 0.524 feet north and 0.022 feet west of said P.T.) said curve to the left is further described as follows:

Central Angle = 24° 19' 38"  
Radius = 417.5502 feet  
Length = 177.2877 feet  
Tangent = 90.0000 feet  
Chord = 175.9590 feet  
Chord Bearing = S 9° 46' 54" W;

Thence S 2° 22' 55" E 851.04 feet along the centerline of Canyon View Dr. to a point;

Thence N 87° 37' 05" E 25.00 feet along the centerline of a private drive call Justin Lane to a point on the easterly right of way line of Canyon View Dr.

Exhibit # I

LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUM - PHASE 1

October 8, 2003

Thence N 2° 22' 55" W 15.40 feet along the easterly right of way line of Canyon View Dr. to the true place of beginning for the parcel herein described and being on a curve to the left;

Thence Southeasterly 10.60 feet along said curve to the left to a point, said curve to the left is further described as follows:

Central Angle = 24° 17' 12"  
Radius = 25.000 feet  
Length = 10.5971 feet  
Tangent = 5.3793 feet  
Chord = 10.5179 feet  
Chord Bearing = S 74° 16' 44" E;

Thence N 2° 22' 55" W 9.86 feet to a point;

Thence N 87° 37' 05" E 16.00 feet to a point;

Thence S 2° 22' 55" E 10.00 feet to a point;

Thence N 87° 37' 05" E 14.00 feet to the P.C. of a curve to the left;

Thence Northeasterly 55.89 feet along said curve to the left to the P.R.C. of a curve to the right, said curve to the left is further described as follows:

Central Angle = 17° 23' 24"  
Radius = 184.1300 feet  
Length = 55.8858 feet  
Tangent = 28.1594 feet  
Chord = 55.6715 feet  
Chord Bearing = N 78° 55' 23" E;

LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUMS – PHASE 1

October 8, 2003

Thence Northeasterly 76.43 feet along said curve to the right to the P.R.C. of a curve to the left, said curve to the right is further described as follows:

Central Angle =  $18^{\circ} 08' 02''$   
Radius = 241.4900 feet  
Length = 76.4305 feet  
Tangent = 38.5375 feet  
Chord = 76.1119 feet  
Chord Bearing = N  $79^{\circ} 17' 42''$  E;

Thence Northeasterly 38.56 feet along said curve to the left to the P.T. thereof, said curve to the left is further described as follows:

Central Angle =  $88^{\circ} 21' 43''$   
Radius = 25.0000 feet  
Length = 38.5552 feet  
Tangent = 24.2953 feet  
Chord = 34.8463 feet  
Chord Bearing = N  $44^{\circ} 10' 51''$  E;

Thence N  $0^{\circ} 00' 00''$  E 82.93 feet to the P.C. of a curve to the right;

Thence Northeasterly 47.73 feet along said curve to the right to a point, said curve to the right is further described as follows:

Central Angle =  $85^{\circ} 27' 59''$   
Radius = 32.0000 feet  
Length = 47.7334 feet  
Tangent = 29.5631 feet  
Chord = 43.4295 feet  
Chord Bearing = N  $42^{\circ} 44' 00''$  E;

Thence N  $1^{\circ} 24' 45''$  E 17.17 feet to a point;

Thence N  $88^{\circ} 35' 15''$  W 10.34 feet to a point;

Thence N  $29^{\circ} 37' 46''$  W 1.75 feet to a point;



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LEGAL DESCRIPTION

CANYON ESTATES CONDOMINIUMS – PHASE 1

October 8, 2003

Thence N 1° 24' 45" E 80.50 feet to a point on the southerly line of a parcel of land conveyed to J.A. Circelli (D.V. 6186, Pg. 60);

Thence S 88° 35' 15" E 292.00 feet along said Circelli parcel and the southerly line of a parcel of land conveyed to W.F. and M.A. Carano (D.V. 4026, Pg. 629) and the Grantor's northerly line to a point;

Thence S 1° 24' 45" W 80.50 feet to a point;

Thence N 88° 35' 15" W 15.00 feet to a point;

Thence S 1° 24' 45" W 18.50 feet to a point;

Thence S 88° 35' 15" E 15.02 feet to a point;

Thence S 1° 24' 45" W 39.00 feet to a point;

Thence S 88° 35' 15" E 15.00 feet to a point;

Thence S 1° 24' 45" W 82.00 feet to a point;

Thence N 88° 35' 15" W 291.27 feet to a point on the easterly line of Millstone Drive (private);

Thence S 0° 00' 00" W 62.28 feet along the easterly line of Millstone Drive to a point;

Thence N 90° 00' 00" W 45.00 feet to a point on the westerly line of Millstone Drive.;

Thence N 0° 00' 00" E 6.46 feet along the westerly line of Millstone Drive to a point on the southerly line of Justin Lane (private);

Thence N 90° 00' 00" W 3.38 feet along the southerly line of Justin Lane to the P.C. of a curve to the left;



John A Donofrio, Summit Fiscal Officer

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