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JANE VIGHOS
STARK COUNTY RECORDER

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**DECLARATION FOR THE CARRINGTON
PLANNED UNIT DEVELOPMENT**

This Instrument Prepared By:

Thomas W. Winkhart, Attorney at Law
KRUGLIAK, WILKINS, GRIFFITHS &
DOUGHERTY CO., L.P.A.
4775 Munson Street, NW
P.O. Box 36963
Canton, Ohio 44735-6963
Phone (330) 497-0700
Facsimile (330) 497-4020

APPENDIX

APPENDIX A
APPENDIX B
APPENDIX C

DESCRIPTION OF PUD PROPERTY
BYLAWS OF PUD
PUD PLAT

**DECLARATION
CARRINGTON PLANNED UNIT DEVELOPMENT**

This Declaration is made this ~~17th~~ day of August 1998, by **STARK INVESTMENT COMPANY, LTD.**, an Ohio limited liability company, (sometimes hereinafter called the "Developer" and "Stark"), and **FLEISHOUR HOMES, INC.**, an Ohio corporation, for the purpose of creating certain rights and obligations on and in favor of the Homeowners within the Carrington Planned Unit Development as more fully described hereinafter.

WHEREAS, Stark is the developer of a certain 260.0718 acre parcel of real property located in Jackson Township, Stark County, Ohio, and situated at the southwest corner of Arlington Avenue and Mudbrook Street N.W. in said township which Stark is developing into a residential community known as Carrington, (hereinafter referred to as "Carrington"); and

WHEREAS, As part of Carrington, Stark intends to develop a Planned Unit Development (the "PUD") comprising 18.1125 acres more full described in "Exhibit A" attached hereto and made a part hereof, which includes 1.4801 acres of dedicated open space within the PUD (the "PUD Common Area") which shall be common area for the PUD, together with 5.6502 acres of nonexclusive dedicated open space contiguous to the PUD which shall be Common Area for Carrington (the "Carrington Common Area"); and

WHEREAS, Stark has recorded Reservations, Covenants, Restrictions and Conditions for previously platted portions of Carrington and will record additional Reservations, Covenants, Restrictions and Conditions for remaining portions of Carrington (hereinafter collectively referred to as "Carrington Covenants"); and

WHEREAS, Stark has recorded the within First Amendment to Reservations, Covenants, Restrictions and Conditions for the PUD ("PUD Covenants") for the purpose of defining and dedicating a certain portion of Carrington as the PUD and for the purpose of defining and dedicating a certain portion of the PUD as PUD Common Area. Stark also recorded the PUD Covenants to provide for certain rights and obligations with respect to the PUD Common Area and with respect to the PUD for the residents of the PUD; and

WHEREAS, Stark has formed the Carrington Homeowner's Master Association, Inc., hereinafter referred to as the "Master Association," a corporation not-for-profit, established pursuant to the laws of the State of Ohio, for the limited initial purpose of owning, operating, maintaining, and administering certain portions of Carrington, including the Carrington Common Areas and such improvements as may be constructed and developed thereon, with the costs incurred by the Association in connection with said ownership, operation, construction and development, and any maintenance, repair, replacement and administration of such portions of Carrington, including the Common Areas, to be an encumbrance upon Carrington, as further described herein.

WHEREAS, Stark will form the Carrington Planned Unit Development Homeowner's Association, Inc., hereinafter referred to as the "PUD Association," a corporation not-for-profit, established pursuant to the laws of the State of Ohio, for the limited initial purpose of owning, operating, maintaining, and administering certain portions of the PUD, including the PUD Common Areas and such improvements as may be constructed and developed thereon and maintaining the Lots within the PUD as set forth hereinafter, with the costs incurred by the

Association in connection with said ownership, operation, construction and development, and any maintenance, repair, replacement and administration of such portions of the PUD, including the PUD Common Areas, to be an encumbrance upon the PUD, as further described herein.

NOW, THEREFORE, the following Declaration is imposed upon the PUD by Stark, which Declaration shall run with the land and be binding upon and inure to the benefit of Stark, the PUD Association and the respective Grantees in deeds for Lots within the PUD, their respective successors, purchasers, heirs, executors, administrators and assigns (the "PUD Residents") as set forth herein:

1. **DEDICATION OF ADDITIONAL OPEN SPACE AS COMMON AREA.** Stark shall convey to the Master Association, a certain 26.2316 acre parcel of real property described in "Exhibit B" attached hereto and made a part hereof (the "Open Space") which includes 5.6502 acres, being ("Block B"), to be used by the residents of Carrington in full compliance with any and all obligations imposed thereon as provided herein and by the Master Association hereafter.
2. **USE OF OPEN SPACE.** Any PUD Resident may use, in accordance with the Code of Regulations of the Master Association and subject to rules, regulations, and limitations as may be adopted in accordance therewith, the Open Space for its intended use and may delegate, in accordance with the foregoing, his or her right of enjoyment to use of the Open Space to members of his or her immediate family and social invitees and shall be deemed to have made a delegation of all such rights to these individuals. The Open Space shall be and remain an area substantially open to the sky which may include, along with the environmental features thereon, walking paths, elevated walkways, water areas, picnic areas, playgrounds and other similar outdoor facilities and uses within the Open Space for use by the members of the Master Association.
3. **MAINTENANCE OF COMMON AREAS.** The Master Association shall maintain the Open Space in a clean, safe, neat, healthy and workable condition, and in good repair and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary. The Master Association shall provide equipment and supplies necessary for the maintenance (including landscape maintenance) and the enjoyment of the Open Space which the Master Association shall operate. All work performed by the Master Association shall be performed in a good and workmanlike manner. Notwithstanding the foregoing, Stark shall be fully responsible for and shall maintain the Open Space in a clean, safe, neat, healthy and workable condition, and in good repair and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary at Stark's sole expense until such time as control of the Master Association has been fully transferred to the residents Carrington.
4. **ASSESSMENTS FOR CARRINGTON RESIDENTS.** Any and all assessments for the operation, administration, development, maintenance and upkeep of the Open Space, and the subdivision entrance walls, signs and fences, constructed by Stark along the exterior of the development, shall be fixed and assessed by the Master Association annually against each resident of Carrington, including the PUD Residents, as set forth in the Carrington Covenants.

(a) All lot owners in the PUD and in other phases at Carrington shall be required to be members of the Master Association and shall be bound by all the rules and regulations that may be established by its governing body.

(b) For the purposes of providing funds for the operation, administration, development, maintenance and upkeep of the Open Space and Carrington Common Areas, the subdivision entrance walls, signs, and fences, constructed by the Developer, along the exterior of Carrington, the Master Association shall fix and assess a yearly assessment against each lot owner in the development. In making each assessment, the Master Association shall allocate a fair pro-rated share to each of the subdivisions within Carrington. Notwithstanding the foregoing, the Master Association may fix the assessment equally among all of the subdivisions within Carrington. The annual assessment for each of the subdivisions of the development shall be divided equally among and be assessed equally against each lot or proposed lot within the particular subdivision.

(c) As soon as practicable in each year, the Master Association shall send a written statement to each lot owner which sets forth the amount of the annual assessment and stating the terms of the total sum due and owing. The annual assessment may be billed, however, in annual, semi-annual, quarterly or monthly installments, as the Master Association shall in its sole discretion determine, and shall be due within ten days of receipt.

5. **RESERVATION OF RIGHT TO ALLOCATE OPEN SPACE.** Stark hereby reserves the right to allocate that portion of the Open Space, exclusive of Block B (5.6502 acres) which is platted as a required part of the PUD, for inclusion with the plats of the unplatted portion of Carrington to satisfy the open space requirements for said unplatted portion in compliance with the applicable Jackson Township Zoning Resolution.

6. **FORMATION OF PUD HOMEOWNER'S ASSOCIATION.** Stark will form a PUD Homeowner's Association subsequent to the recordation of the within Declaration. The PUD Association members shall be operated and controlled in accordance with the By-Laws attached hereto, made a part hereof and marked Exhibit C. The PUD Association shall be fully responsible for assessments as required in Section 10. of the Carrington Covenants and Section 4. hereinabove. The PUD Association has or will be formed to be and to serve as the Home Owners' Association of the PUD. Stark is or upon formation will be the sole member of the Association. The PUD Association shall manage the PUD and the affairs of the PUD with the right, however, to delegate its obligations as hereinafter provided.

7. **DUTIES AND MAINTENANCE OPTIONS OF HOME OWNERS.** The PUD Association and the Homeowner shall share the maintenance and repair of the PUD Property, Lots within the PUD and the improvements constructed on the Lots within the PUD as follows:

(a) **Maintenance and Repair of PUD Common Area.**

(i) The PUD Association shall be fully responsible for the maintenance and repair of the PUD Common Area, one half of which will be maintained in its natural state and one half of which will be manicured landscaping, and curb lawn trees.

(ii) The PUD Association shall be fully responsible for snow removal on all driveways and sidewalks within the PUD (no salt or ice melting material shall be used); landscaping and lawn care, including mowing, edging, trimming, weeding, mulching (once per year), window cleaning (once per year), trash removal, lawn fertilization (twice per year).

- (iii) Each Homeowner shall have the option of having the PUD Association be responsible for said Homeowner's additional window cleaning, lawn fertilization, general maintenance, flower and plant care, winterizing and spring opening of the sprinkler system servicing each Lot within the PUD, and other services as may be provided from time to time. The cost of these optional services will be billed to the Homeowner at cost plus a reasonable management fee.
- (iv) Except as set forth herein, each Homeowner shall be fully responsible for the maintenance and repair of their Lot within the PUD and all improvements thereon,

Notwithstanding anything to the contrary herein, at no time shall a Homeowner make any material modification or addition to the home, other improvements on the Lot or to the landscaping on the Lot from the original construction and installation.

8. ASSESSMENTS AND LIEN OF ASSOCIATION.

- (a) General. Assessments for the Common Expenses shall be made in the manner provided herein and in the Bylaws.
- (b) Division of Common Expenses. The Common Expenses shall be assessed against the Homeowners by the PUD Association in an equal amount for each Homeowner. Each Homeowner shall pay his proportionate share of assessments for Common Expenses and any special or additional assessments levied against him in such manner and at such times as provided herein and in the Bylaws. Expenses for the electric and water for the PUD entrance which are metered through Lots 109 and 110.
- (c) Non-Use of Facilities. No Homeowner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas and facilities or by the abandonment of his Lot.
- (d) Lien of Association. The Association shall have a lien upon each Home Owner's Lot and interest therein for the payment of all Assessments which remains unpaid for ten (10) days after the same have become due and payable, from the time a certificate therefor, subscribed by the President or Secretary of the Association, is filed with the Recorder of Stark County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the Lot, the name or names of the record Owner or Owners thereof and the amount of such unpaid portion of the Assessments. Such lien shall remain valid for a period of five (5) years from the time of filing thereof, 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 the Court in an action brought to discharge such lien as hereinafter provided. In addition, the Owner of the Home and any occupant thereof shall be personally liable for such expenses chargeable for the period of his ownership or occupancy.

- (e) Priority of Association's Lien. The lien provided for in subparagraph (d) of this paragraph shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and the lien of a bona fide first mortgage which has been theretofore filed for record, and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association after authority shall have been obtained from the Board. In any such foreclosure action, the Homeowner affected shall be required to pay a reasonable rental for such Lot during the pendency of such action, and the plaintiff in such action shall be entitled to the appointment of a receiver to collect the same. In any such foreclosure action, the Stark or Association shall be entitled to become a purchaser at the foreclosure sale.
- (f) Dispute as to Assessments for Common Expenses. Any Homeowner who believes that the Assessments or fines levied against him or his Lot, for which a certificate of lien has been filed have been improperly determined may bring an action in the Common Pleas Court of Stark County, Ohio, for discharge of all or any portion of said lien.
- (g) Non-Liability of Foreclosure Sale Purchaser for Past Due Assessments. Where the mortgagee of a first mortgage of record acquires a Lot within the PUD or interest therein as a result of foreclosure of the first mortgage or by the acceptance of a deed in lieu of foreclosure, such mortgagee, its successors and assigns, shall not be liable for the Assessments levied against or imposed upon such Lot which were levied prior to the acquisition of such Lot by such mortgagee, its successors and assigns. Any funds received on the judicial sale of the Lot in excess of the first mortgage lien, the court costs, and the real estate taxes and assessments, shall, however, be paid over to the PUD Association, to the extent of the unpaid Assessments due to the PUD Association. The Owner or Owners of a Lot prior to the judicial sale thereof shall be and remain personally and primarily liable, jointly and severally, for the Assessments against the judicially sold Lot up to the date of the judicial sale; but any unpaid part of the Assessments shall be deemed to be Common Expenses and shall be Assessed and levied against all of the Lot Owners including the Owner of the Lot foreclosed, his heirs, successors or assigns, at the time of the first Assessment next following the acquisition of title by such mortgagee, its successors or assigns.
- (h) Liability for Assessments Upon Voluntary Conveyance. In a voluntary conveyance of a Lot, the grantee of the Lot shall be jointly and severally liable with the grantor for all unpaid Assessments 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 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 Lot 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. As used in this paragraph "grantor" shall include a decedent and "grantee" shall include a legatee or intestate heir of said decedent.

9. **REMEDIES FOR BREACH OF COVENANTS AND PUD RULES.** The violation of any restriction or condition or PUD Rule or the breach of any covenant or provision contained in this Declaration or in the Bylaws of the PUD Association shall give the Board in addition to the rights hereinafter set forth in this paragraph, and in addition to any other rights or remedies in law or in equity, the right:

- (a) To enter upon the land or Lot or portion thereof upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the Bylaws of the Association, and the Board, or its agents, shall not be thereby deemed guilty in any manner of trespass; or
- (b) To enjoin, abate, or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any breach.

10. **WAIVER.** The failure of the Stark or Board to insist, in any instance, upon the strict performance of any of the terms, covenants, conditions, or restrictions of this Declaration or of the Bylaws, or to exercise any right herein or therein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition, restriction, or right, but such term, covenant, condition, restriction, or right shall remain in full force and effect. The receipt by the Stark or the Board of any Assessment from an Owner with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by the Stark or the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Stark or the Board, as the case may be.

11. **NON-LIABILITY OF THE STARK.** Stark and any member, officer, agent, or employee of Stark, shall not be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to this Declaration or in Stark's (or its representative's) capacity as developer, contractor, owner, manager, or seller of the PUD Property whether or not such claims (a) shall be asserted by any Homeowner, Occupant, Association, or by any person claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise from a contract (except in the case of gross negligence) or from a tort, crime, fault, or malfeasance. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the PUD Property or any part thereof being or becoming out of repair or containing any patent or latent defects or by reason of any neglect of any Homeowner, Occupant, the Association, or their respective agents, employees, guests, and invitees, or by reason of any neighboring

property or personal property located on or about the PUD Property, or by reason of the failure or malfunction or disrepair of any utility services.

12. **ENFORCEMENT.** Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and the PUD Rules as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration, Bylaws, and PUD Rules, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief, or both, maintainable by the Board on behalf of the Owners, or in a proper case, by an aggrieved Owner.

13. **THE PUD ASSOCIATION.** Stark or the Board following the formation of the Association shall have the right to incorporate the Association as an Ohio non-profit corporation by filing Articles of Incorporation which shall not conflict with this Declaration and the Bylaws.

14. **PERSONAL PROPERTY.** The Board may acquire and hold, for the benefit of the Owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the Owners in the same proportion as their respective interests in other Common Areas. A transfer of a Lot shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property, whether or not such personal property is specifically mentioned therein.

15. **AMENDMENT OF DECLARATION AND BYLAWS.**

- (a) Amendment by Stark. Anything herein to the contrary notwithstanding, Stark reserves the right to amend the within Declaration, By-laws and Articles of Incorporation of the PUD Association until Stark transfers control of the PUD Association to the Home Owners of the PUD.
- (b) Amendment by Others. This Declaration and the Bylaws may be amended upon the filing for record with the Recorder of Stark County, Ohio, of an instrument in writing setting forth specifically the item or items to be amended and any new matter to be added, which instrument shall have been duly executed by the Home Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the PUD Association. Such amendment must be executed with the same formalities as this instrument and must refer to the volume and page in which this instrument and its attached exhibits are recorded and must contain an affidavit by the President of the Association that a copy of the amendment has been mailed by certified mail or hand delivered to all first mortgagees having bona fide first mortgage liens of record against any Lot within the PUD.

Stark, prior to the formation of the Association, and the Board thereafter each reserve the right to amend the Declaration and/or the Bylaws without having to observe the foregoing formalities (other than the legal formalities for the recording of such amendment) so long as the substance of such amendment is to correct minor errors of omission or commission or by changed circumstances which are not foreseen herein or throughout this Declaration or the Bylaws or such amendment does not substantially impair or materially alter any of the provisions of the Declaration or the Bylaws, as the case may be, or any rights or obligations of any of the

Home Owners, or first mortgagees thereunder. The PUD Association and each Homeowner does for himself, her or its heirs, executors, administrators, successors, and assigns, irrevocably appoint Stark, or the then President of the Association, as the case may be, as attorney-in-fact which shall be deemed to be effective concurrently with the transfer of title to any Lot from the Stark to the Homeowner. Further and for like consideration, the foregoing do authorize and approve any Amended Declaration, its exhibits, appendixes, or Bylaws of the PUD Association as may be necessitated by the errors or by changed circumstances as aforesaid and each of the foregoing does authorize such amendment. The Association and/or each Homeowner shall, if requested, take such further action and execute such further documents as may be required, desirable or necessary to affect any such amendment or modification. The Association and each Homeowner shall approve, cause to be voted, or vote in favor of and adopt such amendment if so requested by the Stark. The special power of attorney aforesaid, if requested, shall be by separate instrument executed by each Homeowner prior or subsequent to transfer of title.

16. **BINDING ON STARK.** So long as Stark owns one or more Lots within the PUD, Stark shall be subject to the provisions of this Declaration; except that Stark may sell, lease, convey, license, use and otherwise contract in respect to Lots owned by Stark without approval of the Board and Stark may exercise any rights expressly set forth as being exercisable by the Stark in this Declaration including the Bylaws. Stark covenants to take no action which would adversely affect the rights of the Association with respect to assurances against latent defects in the property or other rights assigned to the Association by reason of the establishment of the PUD. **Notwithstanding anything to the contrary herein, Stark shall not be responsible for the payment of any expenses, including Common Expenses, for Lots that have not been improved with a house or otherwise.**

17. **NOTICES.**

- (a) **Notices to Association.** Except where otherwise herein expressly provided to the contrary, notices required to be given to the Board or the Association shall be in writing and shall be delivered to any two members of the Board or to the President or Secretary of the Association, either personally or by certified or registered mail, return receipt requested, with postage prepaid, delivered or addressed to such members or officers at his residence.
- (b) **Notice to Homeowners.** Unless otherwise expressly provided herein to the contrary, any notices required or desired to be given to Home Owners or to any one or more of them shall be in writing and shall be deemed to have been effectively given if it shall have been (i) delivered personally to the Homeowner or Home Owners (if there be more than one person owning a single Home, a notice given to any one of such several persons shall be deemed to have been given personally to all of the persons owning an interest in such Home), (ii) placed beneath the front door of the Home (it shall then be deemed to have been given to all persons owning

an interest in such Home), or (iii) sent by certified or registered mail, return receipt requested, with postage prepaid, addressed to the Homeowner (or anyone of them) at the mailing address of his Home.

- (c) Services of Notices on Stark. Unless otherwise expressly provided for herein, notices to Stark shall be sent by registered or certified mail to: Stark Investment Company, Ltd. ATTN: Robert J. DeHoff, Member, 821 North Main St., North Canton, Ohio 44721, or to such other address as the Stark may designate from time to time by notice in writing to Home Owners other than Stark.

18. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a PUD project.

19. PERPETUITIES. If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful or void for violation of any rule against perpetuities or any analogous provision or any rule or restraints on alienation or any other statutory or common law rules composing time limitations and such provision shall continue in effect for only twenty-one (21) years after the death of the last survivor of the now living descendants of William Clinton, United States President.

20. SEVERABILITY. The invalidity of any covenant, restriction, condition, term, litigation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration. The cy pres rule shall be applied in all cases where any covenant, restriction, condition, limitation, term, or other provision of this Declaration or of any part thereof is found to be illegal or impossible of being given literal effect.

21. COVENANTS TO RUN WITH THE LAND. Each grantee, lessee, or contractee of any interest whatsoever in any part of the PUD Property, by the acceptance of a deed of Except with respect to the perpetual easements as set forth in the paragraph of this Declaration entitled "Easements," upon the removal of the PUD Property from the provisions of the Act, all covenants and other rights, benefits, privileges, impositions, and obligations, conveyance, lease, contract in respect to any interest in any part of the PUD Property accepts the same subject to all restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, all rights, benefits and privileges of every character hereby granted, created, reserved, or declared in 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 PUD Property, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed, lease, and contract.

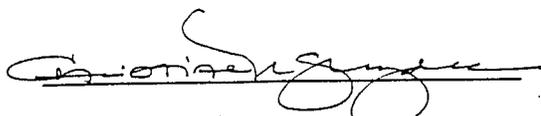
22. HEADINGS. The headings to each paragraph and each subparagraph hereof are inserted only as a matter of convenience for reference and in no way define, limit, or describe the scope or intent of this Declaration or in any way affect this Declaration.

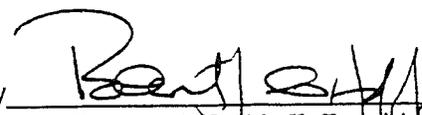
IN WITNESS WHEREOF, this Declaration has been duly signed, acknowledged and delivered by Stark Investment Company, Ltd. an Ohio limited liability, on the date and year set forth above.

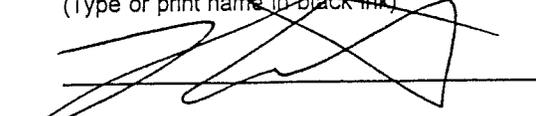
Witnesses:

STARK INVESTMENT COMPANY, LTD. An Ohio Limited Liability Company

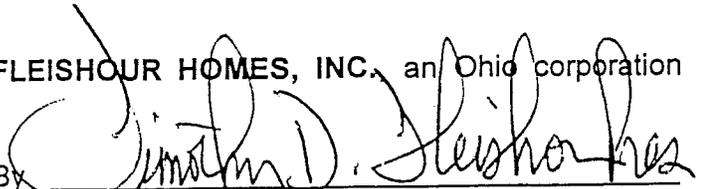
By: DEHOFF AGENCY, INC., its Member


Christine M. Snyder
(Type or print name in black ink)

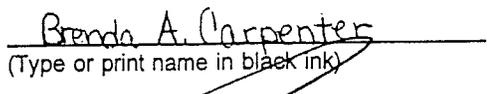
By 
Robert J. DeHoff, President

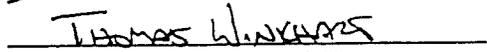

Thomas W. Winckhart
(Type or print name in black ink)

FLEISHOUR HOMES, INC. an Ohio corporation

By 
TIMOTHY D. FLEISHOUR, President


Brenda A. Carpenter
(Type or print name in black ink)


Thomas W. Winckhart
(Type or print name in black ink)


Thomas W. Winckhart
(Type or print name in black ink)

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named STARK INVESTMENT COMPANY, LTD. an Ohio limited liability company, by the DeHoff Agency, Inc., its Member, by Robert J. DeHoff, President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said limited liability company, and the free act and deed of him personally and as such member the limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 5th day of August, 1998.

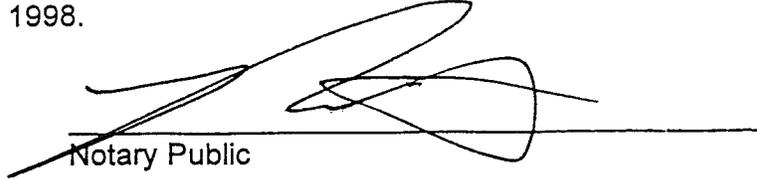
CHRISTINE M. STALEY
Notary Public, State of Ohio
My Commission Expires Oct. 28, 1998


Notary Public

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named FLEISHOUR HOMES, INC., an Ohio corporation, by Timothy D. Fleishour, its President who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said company, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 7 day of August, 1998.



Notary Public

This instrument prepared by:

Thomas W. Winkhart, Esq.
KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.
4775 Munson Street, N.W.
P. O. Box 36963
Canton, Ohio 44735-6963
Phone: (330) 497-0700

THOMAS W. WINKHART
Atty. at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Under Section 147.03 RC

APPENDIX A
Description of PUD Property

December 20, 1996

LEGAL DESCRIPTION
Carrington P.U.D. Area
Lots and Block "A" (18.1125 Acres)

Situated in the Township of Jackson, County of Stark, State of Ohio and known as being part of Southeast and Southwest Quarters of Section 17, Township 11 (Jackson), Range 9 and more fully described as follow:

Beginning at a point which is the northeast corner of said Southeast Quarter of Section 17;

Then N 84° 13' 05" W along the northerly line of said Southeast Quarter of Section 17 and centerline of Mudbrook Street N.W. (60 feet wide) (C371) a distance of 1950.92 feet to a point;

Thence S 05° 46' 55" W a distance of 255.00 feet to a point which is the True Place of Beginning for the parcel of land herein described;

Thence S 84° 13' 05" E a distance of 190.75 feet to a point of curvature thence along the arc of a circle curving to the right having a central angle of 31° 34' 51", a radius of 375.00 feet, a tangent of 106.05 feet, a chord of 204.09 feet, a chord bearing S 68° 25' 40" E, and an arc length of 206.70 feet to a point;

Thence S 37° 21' 46" W a distance of 150.00 feet to a point;

Thence S 43° 15' 42" E a distance of 73.31 feet to a point;

Thence S 24° 30' 37" E a distance of 73.31 feet to a point;

Thence S 05° 52' 59" E a distance of 73.33 feet to a point;

Thence S 05° 46' 55" W a distance of 378.33 feet to a point;

Thence S 22° 48' 49" W a distance of 101.50 feet to a point;

Thence S 48° 44' 37" W a distance of 102.55 feet to a point;

Thence S 71° 17' 31" W a distance of 73.31 feet to a point;

Thence S 89° 56' 39" W a distance of 76.52 feet to a point;

Thence N 84° 13' 05" W a distance of 300.79 feet to a point;

Thence S 05° 28' 42" W a distance of 150.00 feet to a point;

Thence N 84° 13' 05" W a distance of 122.54 feet to a point of curvature;

Thence along the arc of a circle curving to the right having a central angle of 52° 18' 43", a radius of 375.00 feet, a tangent of 184.17 feet, a chord of 330.61 feet, a chord bearing N 58° 03' 44" W, and an arc length of 342.38 feet to a point;

Thence N 58° 05' 38" E a distance of 150.00 feet to a point;

Thence N 22° 31' 50" W a distance of 73.31 feet to a point;

Thence N 03° 48' 04" W a distance of 73.15 feet to a point;

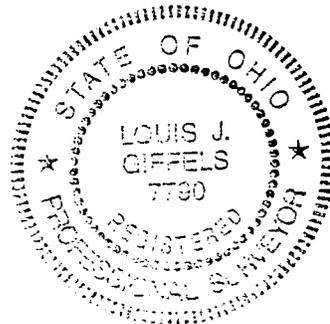
Thence N 05° 46' 55" E a distance of 300.00 feet to a point;

Thence N 07° 28' 57" E a distance of 90.73 feet to a point;

Thence N 24° 42' 22" E a distance of 78.54 feet to a point;
Thence N 44° 48' 36" E a distance of 78.54 feet to a point;
Thence N 64° 54' 50" E a distance of 78.54 feet to a point;
Thence N 85° 22' 26" E a distance of 334.71 feet to a point;

Thence N 05° 46' 55" E a distance of 104.22 feet to a point which is the True Place of Beginning and containing 18.1125 Acres of land, more or less, as determined in December, 1996 by Louis J. Giffels, Registered Surveyor with GBC Design, Inc., but subject to all legal highways and restrictions, reservations or easements of record.


Louis J. Giffels - Reg. No. 7790



January 23, 1997

LEGAL DESCRIPTION
Carrington Open Space Area
(26.2316 Acres)

Situated in the Township of Jackson, County of Stark, State of Ohio and known as being part of the Southeast and Southwest Quarters of Section 17, and part of the Northeast and Northwest Quarters of Section 20, Township 11 (Jackson), Range 9 and more fully described as follows:

Beginning at a point which is the southeast corner of said Southeast Quarter of Section 17;

Thence N 84° 03' 02" W along the southerly line of said Southeast Quarter Section 17 a distance of 1670.37 feet to a point;

Thence S 05° 48' 59" W a distance of 685.21 feet to a 5/8" capped rebar;

Thence N 82° 46' 58" W a distance of 1476.32 feet to a 3/4" iron pipe;

Thence N 06° 00' 06" E a distance of 652.54 feet to a point;

Thence S 84° 03' 02" E a distance of 390.75 feet to a point;

Thence N 00° 31' 10" E a distance of 213.27 feet to a point;

Thence N 07° 53' 27" E a distance of 103.61 feet to a point;

Thence N 03° 54' 44" E a distance of 57.65 feet to a point;

Thence N 12° 50' 59" E a distance of 46.28 feet to a point;

Thence N 25° 03' 47" E a distance of 85.23 feet to a point;

Thence N 21° 03' 37" E a distance of 107.75 feet to a point;

Thence N 15° 40' 17" E a distance of 84.36 feet to a point;

Thence N 41° 29' 46" E a distance of 149.36 feet to a point;

Thence N 45° 53' 02" E a distance of 73.16 feet to a point;

Thence N 22° 26' 07" E a distance of 176.23 feet to a point;

Thence N 05° 56' 09" E a distance of 109.21 feet to a point;

Thence N 30° 18' 28" E a distance of 101.60 feet to a point;

Thence N 35° 57' 22" E a distance of 101.42 feet to a point;

Thence along the arc of a circle curving to the left having a central angle of 8° 38' 32", a radius of 425.00 feet, a tangent of 32.11 feet, a chord of 64.04 feet, a chord bearing S 55° 53' 29" E, and an arc length of 64.11 feet to a point;

Thence S 33° 09' 35" W a distance of 171.25 feet to a point;

Thence S 21° 46' 30" E a distance of 67.33 feet to a point;

Thence S 17° 15' 57" W a distance of 95.53 feet to a point;

Thence S 06° 42' 05" W a distance of 153.06 feet to a point;

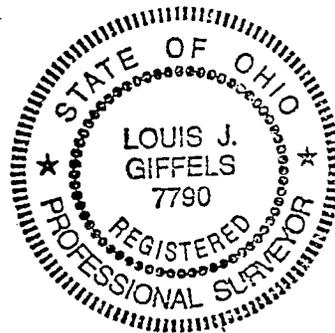
Thence S 41° 04' 28" W a distance of 186.76 feet to a point;

Thence S 59° 54' 42" W a distance of 67.68 feet to a point;

Thence S 38° 23' 02" W a distance of 87.93 feet to a point;
Thence S 25° 14' 11" W a distance of 90.23 feet to a point;
Thence S 22° 48' 18" W a distance of 88.99 feet to a point;
Thence S 11° 04' 59" E a distance of 82.54 feet to a point;
Thence S 13° 41' 57" E a distance of 238.96 feet to a point;
Thence S 05° 56' 58" W a distance of 93.42 feet to a point;
Thence S 84° 03' 02" E a distance of 222.73 feet to a point;
Thence N 48° 29' 42" E a distance of 80.00 feet to a point;
Thence S 74° 39' 17" E a distance of 55.82 feet to a point;
Thence S 63° 12' 07" E a distance of 140.00 feet to a point;

Thence S 84° 03' 02" E along the southerly line of said Southeast Quarter Section 17 a distance of 458.51 feet to the True Place of Beginning and containing 26.2316 Acres of land, more or less, as determined in January , 1997 by Louis J. Giffels, Registered Surveyor with GBC Design, Inc., but subject to all legal highways and any restrictions, reservations or easements of record.


Louis J. Giffels - Reg. No. 7790



97053773

FIRST AMENDMENT

COPY

TO

RESERVATIONS, COVENANTS, RESTRICTIONS

AND CONDITIONS

FOR

CARRINGTON

HYDE PARK - LOTS 46 THROUGH 68

PHASE ONE - LOTS 1 THROUGH 45

AND

LOTS 69 THROUGH 76

AND

RESERVATIONS, COVENANTS, RESTRICTIONS

AND CONDITIONS

FOR THE CARRINGTON PUD DEVELOPMENT

**THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT A PRIOR INSTRUMENT REFERENCE ON PAGE 1, AND TO ATTACH EXHIBITS A AND B.

INDEX	
DESCRIPTION	BW
CROSS REF	

TO CORRECT THE DATE
 STARK EQUITY NUMBER
 97 SEP 30 AM 9:30
 FEE 86.00

FIRST AMENDMENT TO RESERVATIONS, COVENANTS,
RESTRICTIONS AND CONDITIONS FOR CARRINGTON HYDE PARK -
LOTS 46 THROUGH 68 AND PHASE ONE - LOTS 1 THROUGH 45 AND
LOTS 69 THROUGH 76 AND RESERVATIONS, COVENANTS,
RESTRICTIONS AND CONDITIONS FOR THE CARRINGTON PUD
DEVELOPMENT.

This First Amendment to Reservations, Covenants, Restrictions and Conditions is made and entered into by Stark Investment Company, an Ohio general partnership (hereinafter referred to as "Stark") on this ~~21~~ day of August, 1997.

WHEREAS, Stark is the developer of a certain 260.0718 acre parcel of real property located in Jackson Township, Stark County, Ohio, and situated at the southwest corner of Arlington Avenue and Mudbrook Street N.W. in said township which Stark is developing into a residential community known as Carrington, (hereinafter referred to as "Carrington"); and

WHEREAS, As part of Carrington, Stark intends to develop a Planned Unit Development (the "PUD") comprising 18.1125 acres more full described in "Exhibit A" attached hereto and made a part hereof, which includes 1.4801 acres of dedicated open space within the PUD (the "PUD Common Area") which shall be Common Area for the PUD, together with 5.6502 acres of nonexclusive dedicated open space contiguous to the PUD which shall be Common Area for Carrington; and

WHEREAS, Stark has recorded Reservations, Covenants, Restrictions and Conditions for a previously platted portion of Carrington known as Hyde Park - Lots 46 through 68 with the Stark County Recorder's Office on October 25, 1996, being Instrument No. 96058459 and Stark has recorded Reservations, Covenants, Restrictions and Conditions for a previously platted portion of Carrington known as Phase One - Lots 1 through 45 and Lots 69 through 76 with the Stark County Recorder's Office on October 25, 1996, being Instrument No. 96058460 (hereinafter collectively referred to as "Declarations"); and

WHEREAS, Stark deems it necessary to amend the Declarations for the purpose of defining and dedicating areas of Carrington as Common Area and to provide for certain rights and obligations with respect to the Common Area for the residents of Carrington; and

WHEREAS, Stark deems it necessary to record the within First Amendment to Reservations, Covenants, Restrictions and Conditions for the PUD for the purpose of defining and dedicating, along with the plat therefore, a certain portion of Carrington as the PUD and for the purpose of defining and dedicating a certain portion of the PUD as Common Area, Stark further deems it necessary to record the within First Amendment to Reservations, Covenants, Restrictions and Conditions and to provide for certain rights and obligations with respect to the PUD Common Area and with respect to the PUD for the residents of the PUD; and

WHEREAS, Stark deems it necessary for the efficient preservation of the value, aesthetic harmony, and amenities of the PUD and for the maintenance and preservation of the Common Areas within the PUD, to impose and provide reservations, covenants, restrictions and conditions, hereinafter called "The Restrictions", upon the real property in the PUD consistent with the reservations, covenants, restrictions and conditions in existence for Carrington; and

WHEREAS, Stark has formed the Carrington Homeowner's Master Association, Inc., hereinafter referred to as the "Association," a corporation not-for-profit, established pursuant to the laws of the State of Ohio, for the limited initial purpose of owning, operating, maintaining, and administering certain portions of the Development, including the Common Areas and such improvements as may be constructed and developed thereon, with the costs incurred by the Association in connection with said ownership, operation, construction and development, and any maintenance, repair, replacement and administration of such portions of the Development, including the Common Areas, to be an encumbrance upon the Development, as further described herein.

WHEREAS, this First Amendment shall supersede any inconsistent provisions of the Declarations which are modified hereby. For all purposes herein, any and all defined terms shall have the same meaning as applied to those terms in the Declarations. The Declarations, to the extent not modified hereby, shall remain in full force and effect upon the terms and conditions contained therein.

NOW, THEREFORE, the following reservations, covenants, restrictions and conditions are imposed upon those portions of Carrington known as Hyde Park - Lots 46 through 68, Phase One - Lots 1 through 45 and Lots 69 through 76 and the PUD by Stark, which shall be covenants running with the land, binding upon and inuring to the benefit of Stark, the Association and the respective Grantees in deeds for such real estate, their respective successors, purchasers, heirs, executors, administrators and assigns (the "Residents") as set forth herein and as set forth and permitted under the Declarations:

1. DEDICATION OF ADDITIONAL OPEN SPACE AS COMMON AREA. Stark shall convey to the Association, subsequent to the recordation of the within First Amendment to the Reservations, Covenants, Restrictions and Conditions to the Declarations and subject hereto, a certain 26.2316 acre parcel of real property described in "Exhibit B" attached hereto and made a part hereof (the "Open Space") which includes 5.6502 acres, being ("Block B"), to be used by the Residents in full compliance with any and all obligations imposed thereon as provided herein and by the Association hereafter. Any such conveyance shall be free and clear of all liens and encumbrances whatsoever except the easements, covenants, restrictions and provisions of the Declarations and the within First Amendment to the Declarations; easements, covenants, restrictions conditions, and other similar matters of record; real estate taxes and assessments which are a lien, but are not yet due and payable at the time of said conveyance, and zoning and other ordinances, if any. Stark shall cause such Open Space to be released from any mortgage encumbering the same or shall cause the mortgagee on such areas to subordinate its mortgage position on the Open Space in favor of the Declarations and the within First Amendment to the Declarations for Carrington. The Association shall hold title to the Open Space subject to the provisions of the Declarations, the within First Amendment

to the Declarations and any and all rules, regulations and limitations imposed by the Association hereafter.

2. **USE OF OPEN SPACE.** Any Resident may use, in accordance with the Code of Regulations of the Association and subject to rules, regulations, and limitations as may be adopted in accordance therewith, the Open Space for its intended use and may delegate, in accordance with the foregoing, his or her right of enjoyment to use of the Open Space to members of his or her immediate family and social invitees and shall be deemed to have made a delegation of all such rights to these individuals. The Open Space shall be and remain an area substantially open to the sky which may include, along with the environmental features thereon, walking paths, elevated walkways, water areas, picnic areas, playgrounds and other similar outdoor facilities and uses within the Open Space for use by the members of the Association.

3. **MAINTENANCE OF COMMON AREAS.** The Association shall maintain the Open Space in a clean, safe, neat, healthy and workable condition, and in good repair and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary. The Association shall provide equipment and supplies necessary for the maintenance (including landscape maintenance) and the enjoyment of the Open Space which the Association shall operate. All work performed by the Association shall be performed in a good and workmanlike manner. Notwithstanding the foregoing, Stark shall be fully responsible for and shall maintain the Open Space in a clean, safe, neat, healthy and workable condition, and in good repair and shall promptly make all necessary repairs and replacements, structural and nonstructural, ordinary as well as extraordinary at Stark's sole expense until such time as control of the Association has been fully transferred to the Residents as provided in the Declarations and funded as set forth in Section 4. hereinafter.

4. **ASSESSMENTS FOR CARRINGTON RESIDENTS.** Any and all assessments for the operation, administration, development, maintenance and upkeep of the Open Space, and the subdivision entrance walls, signs and fences, constructed by Stark along the exterior of the development, shall be fixed and assessed by the Association annually against each Resident in the Development as set forth in Section 10 of the Declarations.
 - a. All lot owners in the PUD and in other phases at Carrington shall be required to be members of the Association and shall be bound by all the rules and regulations that may be established by its governing body.

 - b. For the purposes of providing funds for the operation, administration, development, maintenance and upkeep of the Common Areas, the subdivision entrance walls, signs, and fences, constructed by the Developer, along the exterior of the development, the Association shall fix and assess a yearly assessment against each lot owner in the development. In making each assessment, the Association shall allocate a fair pro-rated share to each of the subdivisions within Carrington. Notwithstanding the foregoing, the Association may fix the assessment equally among all of the subdivisions within Carrington. The annual assessment for each of the subdivisions of the development shall be

divided equally among and be assessed equally against each lot or proposed lot within the particular subdivision.

- c. As soon as practicable in each year, the Association shall send a written statement to each lot owner which sets forth the amount of the annual assessment and stating the terms of the total sum due and owing. The annual assessment may be billed, however, in annual, semi-annual, quarterly or monthly installments, as the Association shall in its sole discretion determine, and shall be due within ten days of receipt.
5. RESERVATION OF RIGHT TO ALLOCATE OPEN SPACE. Stark hereby reserves the right to allocate that portion of the Open Space, exclusive of Block B (5.6502 acres) which is platted as a required part of the PUD, for inclusion with the plats of the unplatted portion of Carrington to satisfy the open space requirements for said unplatted portion in compliance with the applicable Jackson Township Zoning Resolution.
6. DESIGNATION OF PUD BUILDER. Stark may from time to time designate one or more builders to be the exclusive builder within the PUD. The builder shall be obligated to fully comply with the reservations, covenants, conditions and restrictions set forth herein and shall be required to obtain all necessary approvals as may be imposed by Stark and as are set forth herein.
7. FORMATION OF PUD HOMEOWNER'S ASSOCIATION. Stark may form a PUD Homeowner's Association subsequent to the recordation of the within First Amendment to the Declarations, but prior to the sale of any lots within the PUD. The PUD Homeowner's Association members shall be fully responsible for assessments as required in Section 10. of the Declarations and Section 4. hereinabove.
8. USE AND SIZE RESTRICTIONS FOR PUD. Lots 108 - 126 located in the PUD shall be used exclusively for single-family residential purposes, and only one such residence shall be permitted on each lot. Stark shall have the right to divide lots for the purpose of adding parts thereof to other lots to be used for one single family residence on the enlarged tracts.
- a. Single-Family dwellings shall meet the following requirements:
- i. Type: Single family dwelling may be a one story, a two-story, a split level, or cape cod design.
- (1) One story dwelling is a structure, the living area being the first floor, constructed with or without a basement and a space between the first floor ceiling and the roof of inadequate height to permit its use as a dwelling place.
- (2) A two story dwelling is a structure, the living area of which is on two levels connected by a stairway, constructed with or without a basement.

- (3) A split level dwelling is a structure, the living area of which is one, two or more levels connected by stairways constructed with or without a basement.
- (4) A cape cod dwelling is a structure, the living area of which is on two levels connected by stairway and constructed with or without a basement. The upper level is constructed within the gable portion of the roof, with window penetrations made by the use of dormers.

ii. Living Area: The living area of any dwelling shall be not less than the square footage hereinafter set forth. "Living Area" shall not include garages, attics, basements, breezeways, patios, or any enclosed area not heated for year-round living. That portion of a basement which is exposed at ground level due to a sloping lot completed to a living area with full windows and doors and finished similar to the first floor may count as 50% of the first floor area.

(1) The area of any dwelling shall be computed on the outside foundation of the first floor and the exterior dimensions of the second floor. In the case of a Cape Cod design, a second floor area shall be computed from the outside dimensions of the knee walls. In the case of open ceilings to the second floor, the upper open space may be computed as second floor footage.

(2) The minimum square footage for each of the aforementioned designs, computed as above described shall be:

(1) One Story	1900	square feet;
(2) Two Story	2400	square feet above ground;
(3) Split Level	2000	square feet above ground;
(4) Cape Cod	2400	square feet with not less than
	1600	square feet in the first floor area;

iii. Garage: No garage shall be erected which is separated from the main building.

9. PUD LOT RESTRICTIONS.

a. Location of Buildings on Lots: All buildings shall be located on each lot in full compliance with set back restrictions imposed by the Jackson Township Zoning Ordinance applicable to Planned Unit Developments and as approved by Stark as provided for and required hereinafter.

- b. Driveways: Concrete driveways are required. Other material will be considered and must be approved by the Architectural Review Board. All driveways shall be paved within 6 months after completion of the residence. Driveways shall not be wider than 16 feet from the front property line to the street unless approved in writing by Stark or the Architectural Review Board.
- c. Curb Cuts: Drain lines connected directly to the storm sewer are provided behind the concrete curb. Downspout drains are to be connected to this drain line. Curb cuts for drain lines are not permitted.
- d. Corner Lots: Stark or the Architectural Review Board shall have sole discretion as to which street a residence will front on.
- e. Variances: At its sole discretion, Stark reserves the sole right to approve any setback variances, whether for Stark's own construction or otherwise.
- f. Sediment Control: In the construction of improvements on any lot in Carrington, no activities or any action will be taken by a grantee of a lot in Carrington or said Partnership to be in violation of the NPDES permit for the allotment or a violation of the erosion and sediment control plans and any other relevant plans. A grantee of a lot in Carrington or said grantee's employees, agents, successors, or assigns, shall not permit sediment to be discharged on adjoining property, on paved surfaces, or into public storm sewer systems. A copy of all applicable plans are on file in the office of Stark Development, at 821 South Main Street, North Canton, Ohio 44720. The builder agrees to submit an individual lot Notice of Intent (NOT) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

10. PROHIBITED USES AND ACTIVITIES WITHIN THE PUD. The following uses and activities shall be prohibited in the PUD as a whole unless specific written approval is given by Stark or the Association:

- a. Industrial or manufacturing uses of any kind;
- b. Commercial agricultural uses;
- c. Mining or extraction of any minerals, including the removal of sand or gravel; provided, however, this restriction should not limit or prohibit the extraction of minerals pursuant to leases or rights granted prior to the date of these restrictions. This restriction shall not prohibit the removal of any material in connection with development of the property for permitted use.
- d. The keeping, raising, and harboring of cattle, swine, fowl, livestock other farm animals, or any other animals not normally kept as household pets; provided, however, that nothing in this restriction shall prohibit the keeping of household pets provided they are not kept, bred or maintained for commercial purposes, or kept in a manner as to constitute a nuisance or activity prohibited by law. Notwithstanding anything to the contrary hereinabove, only dogs that are of a

"nonvicious" breed shall be permitted to be kept on any said premises, and said dogs shall not be allowed to remain outside so as to create a nuisance with respect to their barking or howling.

- e. There shall be no outbuildings constructed on any lot separate from the residence without explicit written approval of Stark.
- f. No above ground swimming pools, except small portable inflated pools for children.
- g. Any containers used in connection with trash or garbage, if placed outside the residence, must be concealed from view and protected from animals. Collection services must pick up trash and garbage at the house and at no time shall either be placed at the street.
- h. Temporary structures including but not limited to trailers, basements or incomplete houses, tents, shacks, garages or other buildings of any kind; provided, however, that this restriction shall not prohibit trailers and temporary structures used in connection with the development of the property.
- i. Erection or maintenance of any signs, billboards or advertising devices of any kind except (a) signs not larger than ten (10) square feet for offering premises for sale shall be permitted on the premises to be sold (one per lot) (b) Home Builders and General Contractor signs, not larger than ten (10) square feet (one per lot) and only until sold. The configuration of Home Builder and General Contracting signs shall be at the sole discretion of Stark. Nothing herein contained shall limit Stark's right to place entry signs to the Development or signs designating the existence and location of model homes. The size and design of said sign shall be within the sole discretion of Stark. Directional signs, political signs, and garage or yard sale signs are strictly prohibited from being placed in the right of way.
- j. Nuisances and noxious or offensive activities of any kind.
- k. Storage of motor homes, campers, travel trailers, recreational vehicles, commercial trucks and trailers, machinery, equipment, boats and unworking vehicles, unless such is not in view from any street or adjacent residence. Nothing herein contained shall limit use of trucks, trailers, or equipment during construction. Recreational vehicles owned by the homeowner or guests of the homeowner may be parked in the homeowners driveway for a period of time not to exceed seven calendar days on two separate occasions but shall not exceed fourteen days within any one calendar year.
- l. Hanging of laundry outdoors.
- m. No fences may be erected or placed or permitted on any lot or lots from the house to the street. In the rear lot, fences exceeding three (3) feet may be permitted only if allowed by the applicable zoning code and approved, prior to installation, by Stark or the Architectural Review Board for decorative and

- n. aesthetic value. Wire mesh type fences are strictly prohibited in all instances. Any fence approved must be erected not less than two inches from the property line.
- o. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited.
- p. No unsightly growth shall be permitted to grow or remain upon any lot and no refuse, pipe or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
- q. No satellite dishes shall be permitted, except those less than 20 inches in diameter and not visible from the street, and no TV or other antennas shall be erected.
- r. No lot in this Development shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to Stark or the Architectural Review Board and the written consent of same has been obtained.
- s. No split face concrete block is permitted nor shall it be used in place of a brick or stone band in complying with Item 6. H. of these covenants.

11. SUBMITTALS AND APPROVALS FOR PUD CONSTRUCTION.

- a. At such time as all of the lots in the PUD have been sold to individuals or entities other than Stark, or an entity controlled by Stark, or at such earlier time as Stark may elect, the right to approve all further construction or other items contained therein, may be transferred from Stark to an Architectural Review Board (Board) established by the Association, comprised of three (3) lot owners nominated and elected by the majority of the lot owners. The lot owner receiving the most votes will have a three (3) year term. The lot owner receiving the second most votes will have a two (2) year term and the lot owner receiving the third most votes will have a one (1) year term. Thereafter, said Board shall be comprised of said three (3) members or their successors. Nothing herein contained shall be construed as a diminution in Stark's authority to appoint an initial Architectural Review Board to make all reviews and approvals as contemplated herein until the Association's Architectural Review Board assumes said duties pursuant to the terms hereof or until Stark relinquishes authority as provided hereinabove or hereinafter.
- b. All matters herein requiring the approval of Stark or the Architectural Review Board by the terms of this instrument, shall be submitted to Stark or Board in writing, accompanied by such specifications, details and other documents as are reasonably required by it to make a proper decision. In order to insure that the homes and other buildings will have a uniform high standard of construction, and that the development will be comprised of high quality custom homes, Stark and Board reserve the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons. Stark and

the Board shall approve or disapprove such written submission or application for approval, in writing within fourteen (14) days after its receipt of the same, and a failure by Stark or the Architectural Review Board to so act within said fourteen (14) day period shall constitute approval of the submitted plans.

12. STARK / ARCHITECTURAL REVIEW BOARD

- a. Stark will establish and appoint an initial Architectural Review Board (the Board), to serve until a successor board is appointed by the Association after Stark relinquishes authority as provided hereinabove, for the following purposes:
 - i. To provide a staff of persons for reviewing, evaluating, approving and disapproving proposed plans for the PUD.
 - ii. To establish, maintain and preserve specific architectural guidelines and standards to carry out the intent of the within restrictions and the Restrictions set forth in the Declarations, which guidelines and standards are from time to time in effect, with respect to all or any portion of the Property, shall hereinafter be referred to as the "Architectural Guidelines."
- b. The Board shall exercise its best judgment to see that all improvements in the PUD conform to the Carrington development as to external design, quality and types of construction, materials, colors, setting, height, grade, finished ground elevation, landscape, and tree removal. The actions of the Board, through its approval or disapproval of plans and other information submitted pursuant hereto, shall be conclusive and binding on all interested parties.
- c. Any Builder within the PUD shall strictly comply with the requirements of Stark or the Board for the PUD and shall obtain plan approval from Stark or the Board as required herein. No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of the PUD from its theretofore natural or improved state (and no change, alteration or other modification of any of the foregoing previously approved hereunder), shall be commenced or continued until the same shall have first been approved in writing by Stark or the Board. Approval shall be required by submission to the Board of plans and specifications, which shall describe types of construction and exterior materials to be used, in duplicate, showing the following:
 - i. Existing and proposed land contours and grades: Stark reserves the right to establish grades and slopes on the premises in the PUD and to fix the grade at which any building or structure shall be hereafter erected or placed, so that the same may conform to a general plan wherein the established grade and slope of each lot shall blend with the grade of the lots on either side having due regard for natural contours and drainage of the land.

- ii. All Buildings, and other improvements, access drives, and other improved areas and the locations thereof on the site;
 - iii. All landscaping, including existing and proposed tree locations and planting areas (and specie thereof), and ornamentation.
 - iv. Plans for all floors, cross sections and elevations, including projections and wing walls.
 - v. Exterior lighting plans;
 - vi. Walls, fencing, and screening;
 - vii. Patios, decks, pools, and porches;
 - viii. Parking areas;
 - ix. Complete exterior color scheme & color samples.
 - x. Samples of all major materials to be used.
 - xi. Such other information, data, drawings as may be reasonably requested by the Board.
- d. Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the other homes in the PUD and Carrington; the effect of the location and use of improvements on neighboring property; and conformity of the plans and specifications to the purpose and general intent of these Restrictions.
- e. Neither Stark, the Board, nor any member thereof, nor any of their respective heirs, personal representatives, successors or assigns, shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any plans. Every person and entity who submits plans to the Board agrees, by submission of such plans, that he or it will not bring any action or suit against the Board or Stark in law or equity or to recover any damages.
- f. Builder or Owner shall submit simultaneously with building drawings for approval, a completed copy of the checklist which can be obtained from Stark indicating compliance or non-compliance with the building restrictions imposed and shall furnish reasons for non-compliance on a separate page. This is intended to reduce delays and expedite approval.

13. CONSTRUCTION WITHIN THE PUD. Any and all construction on a lot in the PUD shall be completed no later than twelve months after construction was commenced. Landscaping shall be complete no later than 180 days after completion of construction. Residential lots purchased within the PUD, but on which construction has not

commenced, must be mowed not less than once every thirty days during the growing season.

14. PUD DESIGN STANDARDS AND BUILDING RESTRICTIONS

- a. Houses should fit into sloped lots as much as possible. Stepped plan arrangements are encouraged to minimize cut and fill in these areas. This is not a major consideration in Carrington.
- b. Retaining walls are permitted and shall be constructed per the Architectural Guidelines.
- c. The rear yard on wooded lots must remain as much as possible in its natural state. Decks and patios are permitted.
- d. Patios shall not be permitted in the front yard unless approved by Stark or the Architectural Review Board.
- e. Garage location shall be determined by Stark or the Architectural Review Board and garage doors shall be of one color.
- f. Yard and security lights shall be of a design approved by Stark or the Architectural Review Board. Yard lights and flood lights for security are permitted provided they are located so as to not disturb adjacent owners.
- g. No vents shall be placed on the "front" half (50%) of the roof area, regardless of roof slope or shape. Flashing and vents shall be painted the same color as the roof.
- h. No exposed concrete block foundation shall be permitted.
- i. Mailboxes and newspaper boxes will be provided and installed by the Builder. Mailbox location will be determined by the United States Postal Service.
- j. Roofs shall have a minimum pitch of 8/12 with asphalt dimensional shingles or other approved high quality roofing products.
- k. Each residence is to be pre-wired for cable TV. Cable TV will be provided underground adjoining each lot.
- l. No more than two main wall colors and two main materials on any building unless approved in writing by Stark or the Architectural Review Board.
- m. A minimum of three trees, at least 1-1/2" trunk diameter, per unit are required on non-wooded lots, in addition to trees provided by Developer along streets. Show trees on the site plan.

- n. Repainting of any existing residence with a color other than previously approved shall require approval of Stark or the Architectural Review Board.
- o. All builders are required to keep on record with the Developer a 24 hour emergency phone number.
- p. All building materials used (roofs, walls, etc.) should be compatible with each other and blend together with a common tone. Accent colors are acceptable if used carefully to add detail and highlight architectural features. The following materials are acceptable for use at Carrington:
- i. Wood Siding: Four and eight inch clapboard, rough or smooth finish; channel rustic boards; v-joint tongue and groove boards; vertical board and batten; wood shingles; all with semi transparent stains are recommended. Paint is allowed, but does require more maintenance than stain and is not considered as desirable as stain.
 - ii. Vinyl or Aluminum Siding: ~~Not~~ permitted.
 - iii. Brick: Natural sand molded brick is preferred. "Manufactured" sand mold and textured brick may also be used. Color ranges should be subtle with no dark brown, speckled or glazed brick permitted. Brick detail in chimneys, sills, entry steps and foundations are encouraged. Exposed single depth of brick or stone at building corners is not allowed.
 - iv. Stone: Natural stone laid in a natural horizontal bed is preferred. Rubble and roughly squared stone is felt to be aesthetically more pleasing because of its natural quality than square cut dimensional or ashlar stone. Native Ohio limestone in gray or buff is recommended over more exotic stone.
 - v. Stucco: Natural, hand finished, or sand textured are the preferred finishes; scratches, splashes and artificial textures are discouraged. Stucco colors must blend with other colors. White stucco is discouraged.
 - vi. Other Materials: Use of other man made materials is permitted if they are painted to blend with other natural materials. The use of wrought iron and other decorative ornamentation must be approved by the Architectural Review Board.
- q. All facades of the residence should be finished with the same materials, or with compatible materials that blend with one another. Termination of masonry front facade materials shall be at inside building corners and at second floor roof overhangs. Where front facade masonry turns an outside corner to the side of the house, masonry must continue to the next break in the building facade; rear corner of side wall; or terminate in a carefully designed detailed architectural element (i.e. coined corner, faux column, window bay, etc.) as approved by Stark or the Architectural Review Board.

r. Windows should be carefully selected and proportioned to enhance walls in which they are placed. Windows are required on all major walls including walls facing side yards. All windows to be wood or vinyl clad wood. The same window type must be used on all sides of the home. Muntins should only be used in traditional homes.

s. Brick or stone masonry exterior construction of all chimneys is required.

t. The Builder, owners or their assigns shall, within three (3) months of occupancy of their residences, construct on said lot a sidewalk which shall be four feet (4') wide, four inches (4") deep, constructed of concrete (six sack limestone mix) and meet the specifications of Stark County and shall span the width of the lot and connect with the sidewalk constructed on adjoining lots on each side of the premises.

15. STREETLIGHTS IN THE PUD Stark shall provide street lights. The cost of operation and maintenance of the lights shall be shared equally by lot owners and such costs shall be assessed as provided in Section 4, Assessments hereinabove.

16. RESERVATIONS, EASEMENTS AND COMMON AREA

a. Stark reserves to itself and its successors and assigns, the right to petition for or grant future easement or rights of way for the construction, maintenance, extension and operation of all public or private utility facilities in or upon all highways and streets, now and existing or hereafter established, upon which any portion of this subdivision may now or hereafter front or abut. The owners of any and all lots of this subdivision agree to and do hereby consent to and affirm all such agreements that may be entered into between Stark and public or private utility companies, entities or authorities.

b. Stark or the Association reserve to themselves the right to relocate utility easements in accordance with the requirement of the Stark County Engineer, the Township of Jackson, or as necessary for the orderly progress of the Development.

c. Stark reserves the right for itself its agents, employees, successors and assigns to enter upon any lot for the purpose of carrying out and completing the development of the property, including but not limited to the completion of any dredging, filling, grading or installation of drainage facilities. Entry onto said property for such purposes shall not be deemed a trespass.

d. Stark intends to convey to the Association, subsequent to the recordation of the within First Amendment to the Declarations, an area around the entrance signs, and boulevard entrances to the subdivisions. Upon designation by Stark of any part of the Development owned by it as Common Area, Stark shall cause a plat, showing those areas so designated, or a declaration stating that such land has been so designated, or both, to be recorded among the records of the Recorder of Stark County. No part of Carrington shall be deemed Common Area subject to the

rights and easements of enjoyment and privileges hereinafter granted unless and until the same shall have been so designated and the above described plat or declaration filed in accordance with the foregoing procedures or the same is conveyed to the Association for said purpose. Common Area shall remain such in perpetuity, subject only to the provisions of the Declarations, the within First Amendment to the Declarations or any amendments hereto.

- e. Notwithstanding the rights, easements and privileges granted hereunder, the Association shall nevertheless have the power and authority to convey or dedicate any property or easement or right of way over The Common Area free and clear of all such rights, easements and privileges if such conveyance or dedication is for use as a public roadway or pedestrian walkway, or to a public or private utility for the installation, operation and maintenance of utility services. Any other conveyance or dedication of Common Area shall be made only for a public purpose and, if made for a purpose other than those specified in the immediately preceding sentence of this Paragraph, only by an affirmative vote of at least two-thirds of the voting members of the Association represented in person or by proxy entitled to vote at a meeting (annual or special) called for such purpose.
- f. The Association shall have the power and authority to borrow money for the purpose of improving the Common Area and in aid thereof, to mortgage the same, and the rights of any such mortgages shall be superior to the easements and privileges herein granted and assured.

17. LIMITS, MODIFICATIONS AND ENFORCEABILITY

- a. Stark reserves for itself, its successors and assigns, the right to amend, change, cancel or add to any or all of the aforementioned provisions when it deems such course of action advisable; provided, however, that no amendment, change, cancellation or addition shall be made unless an appropriate instrument is signed by owners of two thirds of the lots within Carrington agreeing to such amendment, change cancellation or addition. The restrictions contained herein shall be deemed as covenants running with the land not part of the property herein described and all persons claiming-under them.
- b. If by reason of the shape, dimension, or topography of any lot or for any other reason satisfactory to Stark, the enforcement of the provision of these restrictions would work a hardship, Stark may modify such provisions. Such modification shall be granted by Stark if such modification will not do material damage to any adjacent lot or property. Requests for modifications must be submitted to Stark in writing with the sufficient plans, specifications, and evidence required or requested by Stark to render a modification. Construction or improvement shall not commence until written approval is granted by Stark.
- c. The provisions herein shall run in favor of and shall be enforceable by any person or entity, and the heirs, assigns and successors for such person or entity, who is or becomes an owner of any lot in this subdivision as well as Stark, its successors or assigns. It is understood and agreed that all of the foregoing are part of a

common and general plan for the development of this subdivision and the protection of all present and future owners of any part of the subdivision. Failure of Stark to enforce any of the restrictions contained herein, shall in no event be construed to be in any manner a waiver of, acquiescence in, or consent to a further or succeeding violation of these restrictions. However, the failure, refusal or neglect of Stark, its successors or assigns to enforce said restrictions or to prevent violations thereof shall in no event make Stark, its successors or assigns liable for such failure, refusal or neglect.

18. INTERPRETATION AND SEVERABILITY In case of uncertainty as to the meaning of any article, paragraph, sentence, clause, phrase or word in these Restrictions, the interpretation by Stark or the Association shall be final and conclusive upon all interested parties. Further, determination by any appropriate authority or court that any paragraph or provision of "The Restrictions" is invalid or unenforceable shall in no way limit or restrict the validity and enforceability of any other paragraph or provision.
19. PERIOD OF DURATION The within First Amendment to the Declarations and the charges and liens provided for herein, shall be deemed to run with the land; shall continue in full force and effect for a period equal to the duration of the Declarations and shall be automatically reinstated for a like period unless written objection is theretofore declared and filed by the Association or by Stark with the Recorder of Stark County, Ohio.
20. CONSTRUCTIVE NOTICE AND ACCEPTANCE Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Development, Carrington, is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein whether or not a reference to the within First Amendment to the Declarations is contained in the instrument by which such person acquired an interest in said Development, Carrington.
21. RIGHTS OF MORTGAGEE All provisions of the within First Amendment to the Declarations, including the provisions hereof respecting liens and charges against the Development, shall be deemed subject and subordinate to the lien of all recorded first mortgages and mortgage deeds on or for the Development securing a debt, now or hereafter executed, and none of these Restrictions shall supersede or in any way reduce the security or affect the validity of such lien or mortgage or deed to secure such debt; provided, however, that if any portion of said Development is sold or conveyed under a foreclosure or other enforcement of any mortgage or under the provisions of any deed to secure debt, any grantee or purchaser at such sale, and his heirs, personal representatives, successors and assigns, shall hold any and all property so conveyed or purchased, subject to all the covenants, conditions, restrictions and liens, and other provisions of these Restrictions.

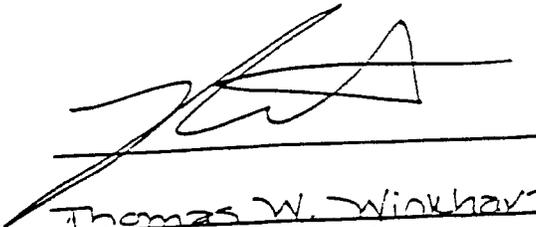
22. MUTUALITY All restrictions, conditions and covenants contained herein are made for the direct mutual and reciprocal benefit of Stark, the Association, and the Grantees and their successors and assigns; the Declarations and the within First Amendment to the Declarations shall create mutual equitable servitude's upon the Development in favor of other real property in the Development. The Declarations and the within First Amendment to the Declarations shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all Grantees thereof; and the Declarations and the within First Amendment to the Declarations shall, as to the Owner of any such property, his heirs, personal representatives, successors and assigns operate as covenants running with the land for the benefit of all such property and the Owners thereof.
23. STARK ACTING AS ASSOCIATION OR BOARD Consistent with the provisions hereinabove, until such time as all the lots in Carrington have been sold to individuals or entities other than Stark, or an entity controlled by Stark, or at such earlier time as Stark may elect, Stark may, in its discretion, exercise all rights granted herein to the Association or the Architectural Review Board.

IN WITNESS WHEREOF, this First Amendment to the Reservations, Covenants, Restrictions and Conditions have been duly signed, acknowledged and delivered by Stark Investment Company, an Ohio general partnership, on the date and year set forth above.

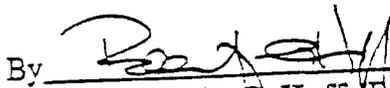
Witnesses:

STARK INVESTMENT COMPANY, An Ohio
General Partnership

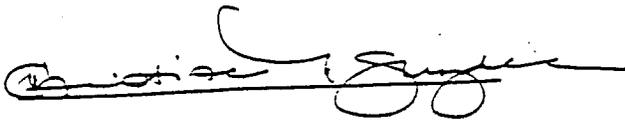
By: DEHOFF AGENCY, INC., its Partner



Thomas W. Winkhart
(Type or print name in black ink)

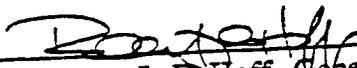
By: 

Robert J. DeHoff, President



Christine M. Snyder
(Type or print name in black ink)

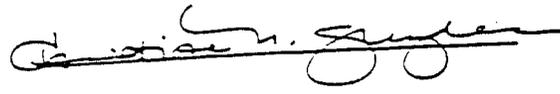
By: WILLMOLL DEVELOPMENT
COMPANY, An Ohio Partnership, its
Partner

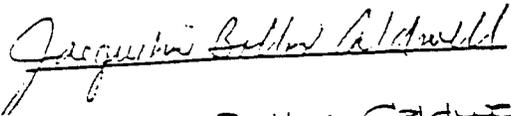
By: 
Robert J. DeHoff, General Partner

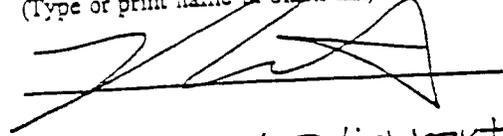

Thomas W. Winkhart
(Type or print name in black ink)

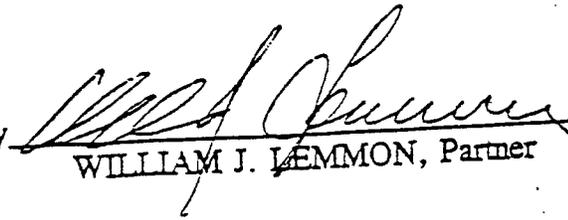

Christine M. Snyder
(Type or print name in black ink)

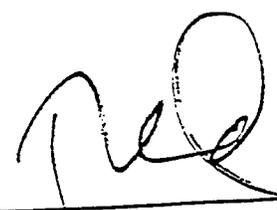

Thomas W. Winkhart
(Type or print name in black ink)


Christine M. Snyder
(Type or print name in black ink)


Jacquelinne Brillas Caldwell
(Type or print name in black ink)


Thomas W. Winkhart
(Type or print name in black ink)

By: 
WILLIAM J. LEMMON, Partner

By: 
THEODORE V. BOYD, Partner

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named STARK INVESTMENT COMPANY, an Ohio general partnership, by the DeHoff Agency, Inc., its Partner, by Robert J. DeHoff, its President, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said corporation as a partner of Stark Investment Company, the partnership, and the free act and deed of him personally and as such officer the DeHoff Agency, Inc..

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Canton, Ohio, this 24 day of August, 1997.

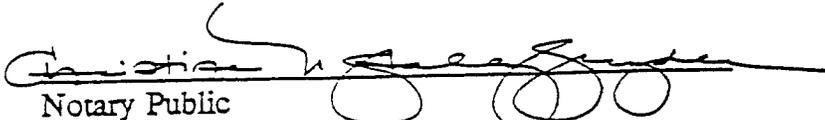

Notary Public

CHRISTINE M. STALEY
Notary Public, State of Ohio
My Commission Expires Oct. 28, 1998

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named STARK INVESTMENT COMPANY, an Ohio general partnership, by the Willmoll Development Company, an Ohio General partnership, its Partner, by Robert J. DeHoff, its general partner, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of Stark Investment Company, the partnership, and the free act and deed of him personally and as such general partner of Willmoll Development Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Canton, Ohio, this 29 day of August, 1997.

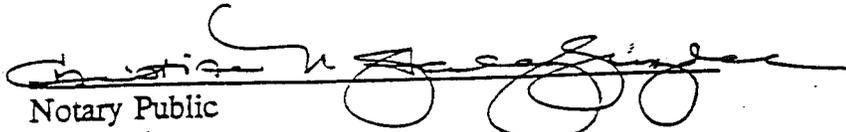

Notary Public

CHRISTINE M. STALEY
Notary Public, State of Ohio
My Commission Expires Oct. 28, 1998

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named STARK INVESTMENT COMPANY, an Ohio general partnership, by William J. Lemmon, its Partner, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said partnership, and the free act and deed of him personally and as such partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at
Canton, Ohio, this 29 day of August, 1997.

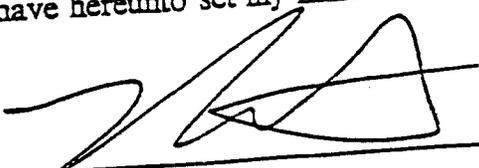

Notary Public

CHRISTINE M. STALEY
Notary Public, State of Ohio
My Commission Expires Oct. 28, 1998

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named STARK INVESTMENT COMPANY, an Ohio general partnership, by Theodore V. Boyd, its Partner, who acknowledged that he did sign the foregoing instrument, and that the same is the free act and deed of said partnership, and the free act and deed of him personally and as such partner.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 29th day of August, 1997.



Notary Public

This instrument prepared by:

Thomas W. Winkhart, Esq.
KRUGLIAK, WILKINS, GRIFFITHS
& DOUGHERTY CO., L.P.A.
4775 Munson Street, N.W.
P. O. Box 36963
Canton, Ohio 44735-6963
Phone: (330) 497-0700

THOMAS W. WINKHART
Atty. at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date
Under Section 147.03 RC