

RESERVATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS

CARRINGTON WEST

Phase 1

Lots 1-6; 8-23

WHEREAS, CARRINGTON WEST, LLC, an Ohio limited liability company, hereinafter called “DEVELOPER” is the owner of certain real estate located in Jackson Township, Stark County, Ohio, hereinafter referred to as the “Development” which it intends to develop into a community known as “Carrington West”; and

WHEREAS, a subdivision plat of the Development has been filed with the Stark County Recorder and recorded in Instrument Number 202101080001400 of the Stark County Records (the “Plat”); and

WHEREAS, the Development will include areas for single-family residences and Common Areas including, without limitation, boulevards, entrance signs and open space; and

WHEREAS, DEVELOPER deems it necessary for the efficient preservation of the value, aesthetic harmony and amenities of said Development and for the maintenance and preservation of the Common Areas, to impose and provide reservations, covenants, restrictions and conditions, hereinafter called the “Restrictions” upon the real estate in Carrington West. Consistent therewith, DEVELOPER has caused or will cause these Restrictions to be recorded with the Stark County Recorder affecting the Development; and

WHEREAS, DEVELOPER has deemed it preferable to omit Lot 7 from the terms and conditions of these Restrictions, on the basis that Lot 7 does not have frontage on a dedicated street within the Development and will not benefit from the Common Areas and amenities for the

Development to the same extent as other Lots in the Development. This is notwithstanding the fact that Lot 7 is shown on the Plat; and

WHEREAS, DEVELOPER has received the approval of Carrington Homeowner's Master Association, Inc., hereinafter referred to as the "Association", a corporation not-for-profit established and in good standing in the State of Ohio, to assume responsibility for the ownership, operation, maintenance and administration of 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 so doing to be an encumbrance upon the Development, as further described herein.

NOW, THEREFORE, the following reservations, covenants, restrictions and conditions are imposed upon those portions of Carrington West known as Phase 1, Lots 1-6 and 8-23 (the "Lots"), by DEVELOPER, which shall be restrictions running with the land, binding upon and inuring to the benefit of DEVELOPER, 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 and permitted under the Restrictions.

1. DEED RESTRICTIONS

The Lots shall be used exclusively for single-family residence purposes, and only one such residence shall be permitted on each Lot. DEVELOPER 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. Use: No dwelling may be used as a hotel, rooming house, boarding house, group home, halfway house or other type of group or communal living by persons not related by blood or marriage. A blood relative may be defined to include only the following: parents and children or stepchildren; brother and sister; half-brother and half-sister, adopted children and children of a spouse, grandparents and grandchildren, aunts, uncles, nephews and nieces; and first cousins. Notwithstanding the foregoing, this restriction on use shall not apply to persons with disabilities and it shall not be used as a means by which to discriminate on the basis of race, color, religion, sex, handicap, familial status or national origin.

ii. Type: Single family dwellings may be a one-story, two-story, split-level or a story and a half design.

(a) A 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.

(b) 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.

(c) 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.

(d) A story and a half dwelling is a structure, the living area of which is on two levels connected by a stairway and constructed with or without a basement. The upper level is constructed within the gable portion of the roof, with window penetrations made using dormers.

iii. 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.

(a) 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, the 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.

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

- | | |
|----------------------|--|
| (1) One Story | 2,400 square feet |
| (2) Two Story | 3,000 square feet |
| (3) Split Level | 2,600 square feet |
| (4) Story and a Half | 2,600 square feet with not less than 1,800 square feet in the first-floor area |

iv. Garages: No garage shall be erected which is separated from the main building except on Lots combined for 1 building site that total 1 ½ acres or more and with written approval of the DEVELOPER. All garages must be at least 576 square feet.

2. LOT RESTRICTIONS

A. No structure of any kind shall be erected on any Lot, any part of which is in violation of any front, side and rear setback lines and requirements as established by the Jackson Township Zoning Ordinance, establishing such setback requirements for real property as such requirements are in effect at the time of construction.

B. Side Yards: Each building shall have a side yard along each Lot line. The least dimension of each side yard shall be not less than ten (10) feet. The sum of the widths of the two opposite side yards shall be not less than twenty (20) feet. The side yard nearest the street on corner Lots shall have a width of at least twenty-five (25) feet. No shrubbery shall be closer than fifteen (15) feet to the street on corner Lots. Where two or more Lots are acquired and used as a single building site, the side Lot line shall refer only to the lines bordering on the adjoining property and/or street. In this instance, Lots must be combined by legal means; buildings are not permitted to straddle Lot lines.

C. Front Yards: No building may be erected on any Lot nearer than forty (40) feet to the front line of a Lot.

D. Rear Yards: No building may be erected on any Lot nearer than twenty-five (25) feet to the rear line of a Lot.

E. 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 six (6) months after completion of the residence. Driveways shall not be wider than twenty-two (22) feet from the front property line to the street unless approved in writing by DEVELOPER or the Architectural Review Board.

F. 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.

G. Corner Lots: DEVELOPER or the Architectural Review Board shall have sole discretion as to which street a residence will front on. The side elevation façade shall be designed using the same materials as the front façade.

H. Variances: At its sole discretion, DEVELOPER reserves the right to approve any variances from the Lot Restrictions set forth in this Section 2 or the Design Standards and Building Restrictions set forth in Section 7. Variances from the Lot Restrictions may also need approval from the Jackson Township Zoning Department.

I. Sediment Control: In the construction of improvements on any Lot in Carrington West, no activities or any action may be taken by a Resident or the DEVELOPER 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 Resident or their employees, agents, successors and/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 the DEVELOPER, at 821 S. Main Street, North Canton, Ohio 44720. The Resident/builder agrees to submit an individual Lot Notice of Intent (NOI) to the Ohio Environmental Protection Agency, General Permit Program, P.O. Box 1049, Columbus, Ohio 43266-1049.

J. Wetlands: Lots 16, 17 and 18 in the Development are impacted by wetlands (the "Protected Property"). The respective owners of the Protected Property shall have the right to maintain and/or repair the Protected Property. This right is coupled with an easement over and across the Protected Property to enable each lot owner to perform any such work.

3. PROHIBITED USES AND ACTIVITIES

The following uses and activities shall be prohibited in Carrington West, unless specific written approval is given by DEVELOPER 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, that 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 the development of the property for its permitted use.

D. Maintaining any animals, other than those normally kept as household pets. Household pets shall not be maintained or bred for commercial purposes or kept in a manner

constituting a nuisance or activity prohibited by law. The total number of all dogs and cats in any dwelling shall not exceed two (2). No external compound cages, kennels or hutches shall be permitted. The following dogs shall not permanently reside or be present temporarily in the Development: (a) a dog that has been declared by a public agency to be dangerous, vicious, or a nuisance as those terms are defined in Ohio Revised Code § 955.11; (b) a dog which has, without provocation, caused injury or death to any person; or (c) a dog which has initiated a fight with and caused injury or death to another dog. Dogs, if permitted, shall not be allowed to remain outside so as to create a nuisance with respect to their barking or howling. All Residents are strictly liable for any damage or injury to persons or property caused by their pets. Further, each Resident agrees to indemnify, defend and hold harmless the DEVELOPER and/or the Association and its officers, directors, employees, committee members, managers and agents from all claims, obligations, liabilities, damages, expenses, judgments, attorneys' fees and costs arising from or related to his or her pets. Notwithstanding the foregoing, on Lots 6, 15 and 16, a Resident may be permitted to keep animals which would otherwise be prohibited by these Restrictions, provided the same are permitted by applicable zoning and/or health regulations, except that chickens are strictly prohibited. If horses are kept, they must be screened from view. Permission to keep animals other than domestic pets shall be granted on a case-by-case basis by the DEVELOPER or the Association.

E. There shall be no outbuildings constructed on any Lot separate from the residence without the express written approval of DEVELOPER or the Architectural Review Board. Notwithstanding the foregoing, a "pool house" for the storage of pool pumps, heaters and related equipment shall be permitted in the Rear Yard. Such structures may not exceed one hundred twenty (120) square feet in size, nor exceed ten (10) feet in height and must be constructed with shingles and siding to match the residence or, alternatively, must be constructed with materials that provide a similar overall appearance to the shingles and siding of the residence. The Architectural Review Board will provide guidance prior to construction. No more than one outbuilding or pool house shall be permitted per Lot. No structure may be located within ten (10) feet of any Lot line. All such structures shall conform to the zoning requirements of Jackson Township. Further notwithstanding the foregoing, on Lots 6, 15 and 16, additional outbuildings to

house non-domestic animals may be permitted with the approval of the DEVELOPER or the Architectural Review Board.

F. No above-ground swimming pools, except small portable (48 inch) inflated pools for children. Private, in-ground pools shall be permitted to the extent that approval is sought and granted by Jackson Township, the DEVELOPER and/or the Board. All swimming pools shall be enclosed by a wall or fence having a minimum height of five (5) feet, in accordance with the then existing Jackson Township Zoning Resolution.

G. All externally mounted solar/wind energy devices, systems or equipment including, without limitation, solar panels and their associated components, solar tubes, solar skylights, wind turbines or other solar/wind energy devices are prohibited; provided, however, that if this covenant is pre-empted by federal or state law including "Solar Access rights" laws, the solar/wind energy device, system or equipment must be approved, installed and placed in accordance with guidance from the Architectural Review Board.

H. 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.

I. 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.

J. 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 DEVELOPER or the Association. Nothing herein contained shall limit DEVELOPER'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 DEVELOPER or the Association. There shall be no "For Rent" signs placed by anyone.

K. Nuisances and noxious or offensive activities of any kind which includes, without limitation intended, the discharging of firearms for recreational hunting, shooting and/or target practice.

L. Storage of motor homes, campers, travel trailers, recreational vehicles, commercial trucks and trailers, machinery, equipment, boats and unworking vehicles, unless such are not in view from any street or adjacent residence. Nothing herein contained shall limit the use of truckers, trailers or equipment during construction. Recreational vehicles owned by the Resident or guests of the Resident may be parking in the driveway for a period of time not to exceed seven (7) calendar days on two (2) separate occasions, but shall not exceed fourteen (14) days within any one (1) calendar year. Notwithstanding the foregoing, on Lots 6, 15 and 16, a Resident may, with the approval of DEVELOPER or the Architectural Review Board, be permitted to store large recreational vehicles which would otherwise be prohibited by these Restrictions, provided there is adequate screening and an approved location for such storage.

M. The hanging of laundry outdoors.

N. 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 for decorative and/or aesthetic purposes only if allowed by the applicable zoning code and approved, prior to installation, by DEVELOPER or the Architectural Review Board. Wire mesh type fences, including kennels, are strictly prohibited in all instances. Any fence approved must be erected not less than two (2) feet from the property line. Prior to installing a fence, Residents shall refer to the "Security", "Privacy" and "Perimeter" fencing information in the Design Guidelines.

O. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other Residents 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 twenty (20) inches in diameter and not visible from the street. In the event that it is determined that the Federal Communication Commission, pursuant to its rule-making power as set forth at Section 2017 of the

Telecommunications Act of 1996 has the right to pre-empt this covenant, the maximum size dish which will be permitted will be the minimum size dish as provided for by the relevant rule. Also, in such event, the DEVELOPER or the Association shall have the right to regulate the location and manner of installation of said dishes. Furthermore, antennas, aerials or other such devices for television or radio receipt are not permitted on the outside of any dwelling or outbuilding or otherwise on any Lot in the Development.

R. No Lot in the Development shall be subdivided or divided, unless or until the plat showing such proposed subdivision or division shall have been submitted to DEVELOPER 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 7.H. of these Restrictions.

4. SUBMITTALS AND APPROVALS

A. At such time as all of the Lots have been sold to individuals or entities other than DEVELOPER, or an entity controlled by DEVELOPER, or at such earlier time as DEVELOPER may elect, the right to approve all further construction or other items contained therein shall shift from DEVELOPER to an Architectural Review Board (Board) established by the Association. Nothing herein contained shall be construed as a diminution in DEVELOPER'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 DEVELOPER relinquishes authority as provided hereinabove or hereinafter.

B. All matters herein requiring the approval of DEVELOPER or the Architectural Review Board by the terms of this instrument shall be submitted to DEVELOPER or the 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 Development will have a uniform high standard of construction, and be comprised of high quality custom homes, DEVELOPER and the Board reserve the right to reject all such plans and specifications as aforesaid for any reasonable grounds, including, but not limited to aesthetic reasons. DEVELOPER 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

DEVELOPER or the Board to so act within said fourteen (14) day period shall constitute denial of the submitted plans. Nothing herein construed shall relieve the applicant from adhering to all requirements set forth in these Restrictions and the Design Guidelines, unless a variance is granted by the DEVELOPER or the Board. If a Resident does not receive approval of its submitted plans, DEVELOPER reserves the right to re-purchase the Lot at the same price and on the same terms from which the Resident whose plans were dis-approved purchased the Lot.

5. DEVELOPER/ARCHITECTURAL REVIEW BOARD

A. DEVELOPER will establish and appoint the initial Board to serve until DEVELOPER relinquishes authority and the Board is appointed by the Association, for the following purposes:

i. To provide a staff of persons for reviewing, evaluation, approving and disapproving proposed plans.

ii. To establish, maintain and preserve specific architectural guidelines and standards to carry out the intent of these Restrictions, which guidelines and standards from time to time in effect, with respect to all or any portion of the Development, shall hereinafter be referred to as the "Architectural Guidelines" or the "Design Guidelines." The Carrington West Architectural Guidelines, which are incorporated herein by reference, constitute requirements and recommendations to assist the Residents in the design of their Lot and the improvements situated thereon. Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Development is and shall be conclusively deemed to have actual notice of the Architectural Guidelines as established written guidelines governing any physical improvements to the Lots located within Carrington West, including but not limited to, structures, fencing, landscaping, garages, plantings, color schemes, building materials, etc. Copies of the Architectural Guidelines are available through the Association or DEVELOPER and must be requested by a Resident if not originally provided to him or her.

iii. To enforce the provisions of these Restrictions.

B. Board Responsibilities; Effect of Actions: The Board will exercise its best judgment to see that all improvements erected on any Lot conform to the Carrington West Architectural Guidelines and Building Restrictions, as to external design, quality and type 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. Requirements of Plan Approval: No improvement, change, construction, addition, excavation, landscaping, tree removal, or other work or action which in any way alters the exterior appearance of a Lot 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 the Board in accordance with the Carrington West Architectural Guidelines (see the Carrington West Application for Review which is to accompany all building plans). Approval shall be required by submission to the Board of plans and specifications, in duplicate, showing the following:

- i. Existing and proposed land contours and grades: DEVELOPER reserves the right to establish grades and slopes on the premises in the Development 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 and color samples.
- x. Samples of all major materials to be used.

xi. Such other information, data and drawings as may be reasonably requested by the Board.

Specifications shall describe types of construction and exterior materials to be used.

D. Basis of Approval: Approval shall be based, among other things, upon conformity and harmony of the proposed plans with the Carrington West Architectural Guidelines and other structures in Carrington West; 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. Liability Relating to Approvals: Neither DEVELOPER, nor 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 DEVELOPER in law or equity or to recover any damages and hereby releases the Board and/or the DEVELOPER from any future liability or damages associated therewith.

F. Requirement for Approval: A Resident or his representative shall submit simultaneously with building drawings for approval, a compliance deposit in the amount of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), and a completed copy of the checklist labeled "Application for Review," indicating compliance or non-compliance with the building restrictions as listed, and shall furnish reasons for non-compliance on a separate page. This is intended to reduce delays and expedite approval. The Board and/or DEVELOPER shall retain the full amount of the compliance deposit until such time as the construction of the dwelling, Lot improvements and landscaping have been sufficiently completed. Thereafter, the Board and/or the DEVELOPER shall return the compliance deposit, minus \$400 for the cost of the architectural review, at such time as the approving party is reasonably certain that the Resident has complied with the approved plans. If construction has not been completed in accordance with the approved plans, the Board or DEVELOPER may retain the compliance deposit or assign the same to the

Association to be used to enforce the terms and conditions of these Restrictions or the Architectural Guidelines.

6. CONSTRUCTION

A. Construction of a dwelling shall commence within forty-eight (48) months after an individual Resident takes title to his or her Lot. In the event construction has not commenced within the first forty-eight (48) months, DEVELOPER reserves the right to re-purchase the Lot from such Resident at the same price and on the same terms from which said Resident acquired the Lot from DEVELOPER. Once started, construction shall be completed within twelve (12) months. Landscaping shall be completed no later than one hundred eighty (180) days after completion of construction.

B. Residential Lots purchased, but upon which construction has not commenced, must be mowed not less than once every thirty (30) days during the growing season.

7. CARRINGTON WEST 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 West.

B. Retaining walls are permitted with approval from DEVELOPER or the Board 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, patios and in-ground pools are permitted with approval from DEVELOPER or the Board and clearing for such decks, patios and pools shall be permitted.

D. Patios shall not be permitted in the Front Yard unless approved by DEVELOPER or the Board.

E. Garage location shall be determined by DEVELOPER or the Board and garage doors shall be of one color.

F. Yard and security lights shall be of a design approved by DEVELOPER or the Board. Lights should be designed to light walks and drives. Emergency floodlights for security are permitted provided they are located so as not to disturb adjacent Residents.

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 or concrete block foundation, including split face concrete block, shall be permitted. A brick band is required on all sides. On walkout basements, the brick band shall be installed from the ground level to the first floor, floor joists.

I. Mailboxes shall be contained within Cluster Box Units, if required by the United States Postal Service. DEVELOPER shall determine the design, style and color of the Cluster Box Units. Installation of the Cluster Box Units shall be undertaken by the DEVELOPER at its sole cost and expense. Cluster Box Units, once installed, shall be maintained by the Association. Location of the Cluster Box Units shall be determined by the United States Postal Service, working in conjunction with DEVELOPER. If Cluster Box Units are not required, mailboxes and newspaper boxes will be provided and installed by the DEVELOPER and location will be determined by the United States Postal Service. Mailboxes and newspaper boxes, once installed, shall be maintained, repaired and replaced by the Association. No mailbox or newspaper receptacles shall be erected or installed other than the type provided and installed by DEVELOPER.

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 (2) main wall colors and two (2) main materials on any building unless approved in writing by DEVELOPER or the Board.

M. A total of three (3) trees, including street trees, are required on non-wooded Lots. Trees must be at least 1-1/2” trunk diameter and of the maple tree species. The recommended spacing for trees is fifty (50) feet. Proposed trees and tree locations must be shown on building plans submitted by a Resident.

N. Residents should select building sites and plans to avoid repetitious designs within close proximity. Furthermore, careful consideration must be given to rooflines of adjacent

residences. An early discussion before design is encouraged if a Resident has questions about approval regarding this point.

O. Repainting of any existing residence with a color other one previously approved will require the approval of DEVELOPER or the Board.

P. All builders are required to keep on record with the DEVELOPER a 24-hour emergency phone number.

Q. Materials and Details: Building Materials: All 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 West:

i. Wood Siding: Four-inch 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: Permitted only on the sides and rear of residential dwellings. Not permitted on the front of any residential dwelling. Vinyl siding is preferred. Aluminum siding is not permitted without prior written approval of DEVELOPER or the Board.

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 are felt to be more aesthetically pleasing because of their 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 DEVELOPER or the Board.

R. Facades: All sides of the residence should be finished with the same materials, or with compatible materials that blend with one another. Termination of masonry front façade materials shall be at inside building corners and at second floor roof overhangs. Where front façade masonry turns an outside corner to the side of the house, masonry must continue to the next break in the building façade; rear corner of side wall; or terminate to a carefully designed detail or architectural element (faux column, window bay, etc.) as approved by the Board.

S. Windows: 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. Windows on all elevations are to be trimmed with 1-1/2" minimum exterior trim.

T. Chimney: Brick or stone masonry exterior construction is required. Exposed prefab fireplace flues, vinyl sided chases and bump outs are prohibited on all elevations. All fireplaces shall have a masonry foundation. A through the wall vent is permitted on the rear elevation only.

U. Sidewalks: Residents or their assigns shall, within three (3) months of occupancy of their residences, construct on said Lot a sidewalk which shall meet the specifications of Stark County. Sidewalks shall span the width of the Lot and connect with the sidewalk constructed on adjoining Lots on each side of the premises. Notwithstanding the foregoing, all Lots must have a sidewalk installed no later than two (2) years after the original purchase of the Lot from the DEVELOPER, including Lots on which construction has not commenced.

V. Landscaping: For Lots that have an abutting backyard, the rear foundation of the residence shall be landscaped in a decorative or aesthetic manner, consistent with the Architectural Guidelines for the Development. Any changes to landscaping on a Lot must be completed in compliance with the Architectural Guidelines.

W. Street Trees: Street trees shall be provided by DEVELOPER along the street right of way on each Lot. A Resident is expressly prohibited from removing the street trees altogether. A Resident may, however, move the street tree or trees to accommodate the driveway installed upon the Lot, at his/her (their) sole cost and expense. Upon the transfer of a Lot to a Resident, the Resident accepts the tree or trees on his/her (their) Lot in “as-is” condition and shall be responsible for any and all costs and maintenance associated with the tree or trees. Damaged or dead street trees are to be replaced by and at the Resident’s expense, within six (6) months from the date the trees become damaged or die.

8. STREETLIGHTS

DEVELOPER shall provide streetlights. The cost of operation and maintenance of the lights shall be shared equally by the Residents and such costs shall be assessed as provided in Paragraph 14, Assessments.

9. RESERVATIONS, EASEMENTS AND COMMON AREAS

A. As provided for on the Plat, each Lot is subject to a five foot (5’) wide easement on the side of each Lot as it abuts adjacent Lots and a twelve foot (12’) wide easement at the front of each Lot, being parallel and contiguous to the streets within the Development, for Ohio Edison, AT&T, Dominion East Ohio and Massillon Cable TV, to be used for installing, operating, maintaining and servicing of pole lines, underground cables and conduits. The character of the installation and structures which may be constructed, reconstructed, removed and maintained in, on and through these easements shall include all incidental appurtenances such as guys, conduits, poles, anchors, transformers, pad mounted transformers, pads, handholes, etc. Said easement rights shall include the right, without liability therefore, to remove trees and landscaping including lawns, flowers or shrubbery within said easement premises which may interfere with the installation, maintenance, repair or operation of electric current, and the right of access, ingress to and from any of the within premises, for exercising any of the purposes of the right of way and easement.

B. DEVELOPER 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 existing or hereafter established, upon which any portion of the Development may now or hereafter

front or abut. The Residents of any and all Lots of this Development agree to and do hereby consent to and affirm all such agreements that may be entered into between DEVELOPER and public or private utility companies, entities or authorities.

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

D. DEVELOPER reserves the right for itself, its agents, employees, successors and assigns (including, without limitation intended, the Association), to enter upon any Lot in the Development for the purpose of carrying out and completing the development of the property. DEVELOPER further reserves the right for itself, its agents, employees, successors and assigns (including, without limitation intended, the Association), to enter upon any Lot in the Development when necessary to install, dredge, fill, grade, repair and/or perform water quality maintenance upon the storm water management facilities benefiting the Development. This shall include the right of DEVELOPER or the Association, as the case may be, to permit the use of heavy trucks or other equipment on any Lot in the course of its work. Entry onto a Lot for such purposes shall not be deemed a trespass. DEVELOPER or the Association, as the case may be, shall restore any area disturbed by it to its pre-existing condition. No swing sets, play equipment, landscape beds or other structures of any kind are permitted within the limits of any Storm Water Management Easement shown on the Plat of the Development.

E. DEVELOPER has recorded a Declaration of Feature Amenity Easement in Instrument No. 202012010052911 of the Stark County Records, providing for an easement upon Lots 9 and 14 for the placement and maintenance of one or more entrance features, such as landscaping, a stone column and/or a sign. DEVELOPER will install the entrance features and will be responsible for the initial maintenance of the same, until such responsibility is assumed by the Association.

F. DEVELOPER may convey to the Association, subsequent to the recordation of these Restrictions, additional areas around the entrance signs and boulevard entrances to the Development to be maintained by the Association as Common Area. Upon designation by DEVELOPER of any part of the Development owned by it as Common Area, DEVELOPER 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 the Development shall be Common Areas 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. Common Area shall remain such in perpetuity, subject only to the provisions of Paragraph A hereof.

G. Authority to Convey Common Area: 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 (2/3) 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.

H. Authority to Borrow Funds: The Association shall have the power and authority to borrow money for the purpose of improving the Common Areas 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.

10. LIMITS, MODIFICATIONS AND ENFORCEABILITY

A. DEVELOPER 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, for the purpose of correcting typographical errors or obvious factual errors and omissions. For so long as DEVELOPER owns one or more Lots in any phase of Carrington West, and for a period of one (1) year thereafter, DEVELOPER shall have the right, without the further consent of any Resident, to combine all any/all phases of Carrington West with any/all phases of Carrington, for the purpose of creating a single planned community to be administered by the Association under Chapter 5312 of the Ohio Revised Code; and, pursuant to this right,

DEVELOPER shall have the further right to file with the County Recorder an Amended and Restated Declaration and/or Code of Regulations, governing any/all phases. DEVELOPER further reserves for itself, its successors and assigns, the right to amend, change, cancel or add to any or all of the aforementioned provisions to make substantive changes or to address situations not otherwise addressed in these Restrictions, when it deems such course of action advisable for the betterment of the Development; provided, however, that no such change, cancellation or addition shall be made unless an appropriate instrument signed by the then-owners of seventy-five percent (75%) of the Lots have agreed to such amendment, change, cancellation or addition. The Restrictions contained herein shall be deemed as covenants running with the land, and shall be binding upon and inure to the benefit of the DEVELOPER, the Association, and the respective grantees in deeds for such real estate, their respective successors, purchasers, heirs, executors, administrators and assigns.

B. If by reason of the shape, dimension or topography of any Lot or for any other reason satisfactory to DEVELOPER, the enforcement of the provision of these Restrictions would work a hardship, DEVELOPER may modify such provisions or grant a variance. Such modification or variance shall be granted by DEVELOPER if it will not do material damage to any adjacent Lot or property. Requests for modifications or variances must be submitted to DEVELOPER in writing with sufficient plans, specifications and evidence required or requested by DEVELOPER to render such modification or variance. Construction or improvement shall not commence until written approval is granted by DEVELOPER.

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 the Development as well as DEVELOPER and the Association, their respective 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 Carrington West and the protection of all present and future Residents of any part of the Development. Failure of DEVELOPER 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 DEVELOPER, its successors or assigns, to enforce these Restrictions

or to prevent violations thereof shall in no event make DEVELOPER, its successors or assigns, liable for such failure, refusal or neglect.

11. USE OF OPEN SPACE

Any Resident of Carrington West 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 located in Carrington West and the Open Space located in the neighboring Carrington subdivision, 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. Likewise, any Resident of Carrington may similarly use and delegate the right to use the Open Space located in Carrington West as herein provided.

12. MAINTENANCE OF COMMON AREAS

The Association shall maintain the Open Space and/or Common Areas in Carrington West in a clean, safe, neat, healthy and workable condition, and in good repair, and shall promptly make all necessary repairs and replacements, structural and non-structural, ordinary as well as extraordinary. This includes the obligations set forth in the Long-Term Maintenance Agreement(s) for the storm water management system within the Development. 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. The Association shall obtain and maintain a comprehensive policy of public liability insurance covering all of the Common Areas, insuring the Association, the Board and the Residents, with such limits as the Board may determine (provided that such coverage shall be for at least \$1,000,000 per occurrence, for personal injury and/or property damage), covering claims for personal injury and/or property damage. The Association shall have the authority to and shall obtain insurance for all improvements, buildings

and structures now or at any time hereafter owned by the Association, against loss or damage by fire, lightning, and such other hazards as are ordinarily insured against in fire and extended coverage policies issued in the locale of the Development, in amounts not less than one hundred percent (100%) of the insurable value of such improvements (based upon replacement cost). Notwithstanding the foregoing, DEVELOPER shall be fully responsible for and shall maintain the Open Space and/or Common Areas 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 DEVELOPER's sole expense until such time as control of the Open Space and/or Common Areas has been fully transferred to the Association.

13. THE ASSOCIATION

The Association is an Ohio not-for-profit corporation. It is intended to be a Master Association for the Development property and the adjacent Carrington property, the owners of which shall be bound by the Association's rules and regulations. Each Resident of a Lot shall automatically become a member of the Association. Members of the Association shall be entitled to one (1) vote per Lot in which they hold a fee simple interest or interests. In any situation where a member is entitled to exercise a vote and more than one (1) person holds the interest in such Lot, the vote for such Lot shall be exercised as those persons determine among themselves and shall advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the vote of the Lot shall be suspended if more than one (1) person seeks to exercise it. In the case of a Lot owned or held in the name of a corporation, partnership, limited partnership, limited liability company, trust or other entity, a certificate signed by such owner shall be filed with the Secretary of the Association, naming the person authorized to cast a vote for such Lot, which certificate shall be conclusive until a subsequent certificate is filed with the Secretary of the Association. Notwithstanding the foregoing, if a Resident builds a dwelling on more than one Lot, such Resident shall be entitled to only one (1) vote.

A. The Board of Trustees and the Officers of the Association shall be elected as provided for in the Bylaws or the Code of Regulations for the Association (the "Code") and shall exercise the powers, discharge the duties and be vested with the rights conferred by operation of law, the Articles and the Code, except as otherwise specifically provided.

B. In addition to any right the Association shall have pursuant to these Restrictions, the Code or by law, the Association shall have the right:

i. To borrow money from time to time for the purpose of improving the Common Areas and, with the assent of two-thirds (2/3) of its members, secure said financing with a mortgage or mortgages upon all or any portion of property owned by the Association in accordance with its Articles and Code and subject to the provisions of these Restrictions.

ii. To take such steps as are reasonably necessary to protect the Common Areas from foreclosure.

iii. To convey the Common Areas, or a portion thereof, to a successor; provided, however, that any such conveyance shall require the vote of two-thirds (2/3) of its members and provided further that such successor shall agree, in writing, to be bound by these Restrictions.

iv. To enter or authorize its agents to enter on or upon the Development, or any part thereof, when necessary in connection with any maintenance, repair or construction for which the Association is responsible or has a right to maintain, repair or construct.

v. To grant or obtain or dedicate for public use, easements and rights-of-way: (i) for access and easements for the construction, extension, installation, maintenance or replacement of utility services and facilities, or (ii) to or from a public or governmental authority, and to or from any body or agency which has the power of eminent domain or condemnation over any portion of the Development; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer be signed by two-thirds (2/3) of the members has been recorded.

C. The Association shall maintain the Common Areas in accordance with Paragraph 12 hereinabove.

D. The Association shall establish and maintain such policies, programs and procedures, and shall perform and carry out all other duties and acts reasonably necessary to give effect to and to fully implement these Restrictions for the purposes intended and for the benefit of the members and may, but shall not be required to:

i. Adopt rules and regulations;

ii. Engage employees and agents, including without limitation, security personnel, attorneys, accountants and consultants, maintenance firms and contractors; and

iii. Delegate all or any portion of its authority and responsibilities to a manager, management agent or management company. Such delegation may be evidenced by a management contract which shall provide for the duties to be performed by the managing agent and for the payment to the managing agent of a reasonable compensation.

E. The Association may make and enforce rules governing the Common Areas, which rules shall be consistent with the rights and duties established by these Restrictions. Such rules shall apply to all Residents, and their family members, guests, tenants and other occupants and the Association may sanction a Resident for violation by any such persons. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Association shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the Code.

14. ASSESSMENTS

Any and all assessments for the operation, administration, development, maintenance and upkeep of the Open Space, and the subdivision entrance walls, street lights, signs and fences, constructed by DEVELOPER along the exterior of the Development, or otherwise, shall be fixed and assessed by the Association annually against each Resident in the Development.

A. All Residents in Carrington West 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 Open Space, 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 in the Development. In the making of each assessment, the Association shall allocate a fair pro-rated share to each of the phases within Carrington West. The annual assessment for each of the phases within Carrington West shall be divided equally among and be assessed equally against each Lot.

Notwithstanding the foregoing, DEVELOPER shall not be subject to or required to pay the assessment for any lots that it owns in the Development.

C. Payment of assessments for a Lot shall commence upon the transfer of title of such Lot from the DEVELOPER to the initial Resident. In addition to pro-rated assessments due for the month in which an individual closes upon the acquisition of his/her Lot, a Resident may also be required to pay a non-refundable initial working capital contribution to the Association at the closing upon the purchase of his/her Lot. Such initial working capital contribution, if applicable, shall be in an amount established by the Association and shall not be refundable to the Resident or any party for any reason, including, without limitation, upon the re-sale of the Lot. DEVELOPER shall not be required to pay any assessments or initial working capital contributions for the Lots that it owns in the Development. The initial working capital contribution collected hereunder may be utilized for any purpose that assessments may otherwise be utilized by the Association.

D. As soon as practicable in each year, the Association shall send a written statement to each Resident 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 (10) days of receipt.

E. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at a rate set by the Association and shall be subject to the remedies available to the Association as set forth in these Restrictions. In addition, the Association may bring an action at law against the Resident personally obligated to pay the same or foreclose the lien against such Resident's Lot.

F. No Resident may exempt himself from liability for his monetary and non-monetary obligations created hereunder, including without limitation, assessments levied against him, by waiver of the use of the Common Areas owned by the Association or by abandonment of his Lot. Furthermore, no Lot shall be entitled to any portion of the funds held for reserves, nor shall any Resident have a claim against the Association with respect thereto.

G. If any Resident shall fail to pay any assessment levied in accordance with these Restrictions (hereinafter, the “Delinquent Owner”) when due and such assessment is delinquent, or if a Resident shall violate any rule or breach any restriction, covenant, or provision contained herein or in the Code (hereinafter, the “Violating Owner”), the Board may authorize the perfection of a lien on the ownership interest of the Delinquent Owner and/or the Violating Owner by filing for record with the Recorder of Stark County, Ohio, a Certificate of Lien. The Certificate of Lien shall be in recordable form and shall include the name of the Delinquent Owner and/or the Violating Owner, a description of the ownership interest of the Delinquent Owner and/or the Violating Owner, the entire amount claimed for the delinquency and/or the violation, including interest thereon and the costs of collection, and a statement referring to the provisions of these Restrictions authorizing the Certificate of Lien.

15. RESERVATION OF RIGHT TO ALLOCATE OPEN SPACE

DEVELOPER hereby reserves the right to allocate that portion of the Open Space for the inclusion with the plats of the un-platted portion of Carrington West to satisfy the open space requirements for said un-platted portion in compliance with the applicable Jackson Township Zoning Resolution.

16. 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 DEVELOPER 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 these Restrictions is invalid or unenforceable shall in no way limit or restrict the validity and enforceability of any other paragraph or provision.

17. PERIOD OF DURATION

These Restrictions, 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 of thirty-five (35) years from the date hereof; and shall be automatically reinstated for a like period unless written objection is theretofore declared and filed by the Association or by DEVELOPER with the Recorder of Stark County, Ohio.

18. CONSTRUCTIVE NOTICE AND ACCEPTANCE

Every person who now or hereafter owns or acquires any rights, title or estate in any portion of the Development 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 these Restrictions is contained in the instrument by which such person acquired an interest in said Development.

19. RIGHTS OF MORTGAGE

All provisions of these Restrictions, 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 provision of any deed to secure debt, any grantee or purchaser at such sale, and his heirs, personal representatives, successors and/or 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.

20. MUTUALITY

All restrictions, conditions and covenants contained herein are made for the direct mutual and reciprocal benefit of DEVELOPER, the Association, the Residents and their successors and assigns; these Restrictions shall create mutual equitable servitudes upon the Development in favor of other real property in the Development; these Restrictions shall create reciprocal rights and obligations between the respective owners of all such property and privity of contract and estate between all Residents; and these Restrictions shall, as to the owner of any such property, his/her (their) heirs, personal representatives, successors and assigns, operate as covenants running with the land or the benefit of all such property and the owners thereof.

21. DEVELOPER ACTING AS ASSOCIATION OR BOARD

Until such time as all of the Lots have been sold to individuals or entities other than DEVELOPER, or an entity controlled by DEVELOPER, or at such earlier time as DEVELOPER

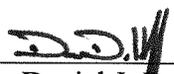
may elect, DEVELOPER may, in its discretion, exercise all rights granted herein to the Association or the Board. The DEVELOPER, however, shall have no obligation to exercise such rights.

22. DEVELOPMENT RIGHTS

DEVELOPER reserves the right, at its option and without the consent of the Residents, to hereinafter add property to the Development and/or to submit adjacent property to the terms of these Restrictions. The addition or submission of additional land may be accomplished by the execution and recording of a Supplemental Declaration identifying the land to be added, cross-referenced back to these Restrictions. DEVELOPER may assign the Development Rights contemplated herein to any person or entity for the purpose of further development and improvement of the Development, provided that any such assignment shall be memorialized in a writing filed with the Stark County Recorder.

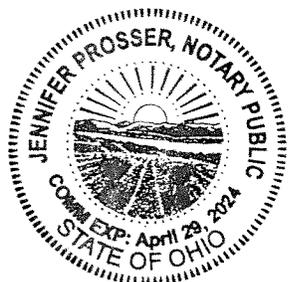
IN WITNESS WHEREOF, these Restrictions have been duly signed, acknowledged and delivered by DEVELOPER, the sole owner of the Development, this 4th day of February, 2021.

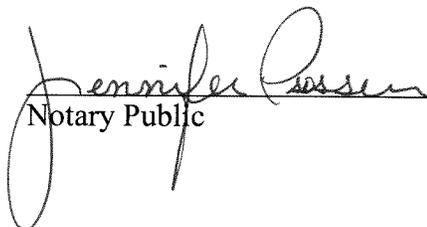
CARRINGTON WEST, LLC, an Ohio limited liability company

By: 
Daniel J. DeHoff, Manager

STATE OF OHIO)
) ss
STARK COUNTY)

These Restrictions were acknowledged before me this 4th day of February, 2021, by Daniel J. DeHoff, Manager of CARRINGTON WEST, LLC, an Ohio limited liability company. No oath or affirmation was administered in connection with this notarial act.




Notary Public

This instrument prepared by:

Jamie R. Minor, Esq.
Winkhart & Minor, LLC
825 S. Main Street
North Canton, Ohio 44720
Phone: (330) 433-6700
Fax: (330) 433-6701