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RESERVATIONS, COVENANTS, RESTRICTIONS AND CONDITIONS

CARRINGTON

Phase 10

Lots 269 through 282

WHEREAS, STARK INVESTMENT COMPANY, LTD. an Ohio limited liability company, hereinafter called "STARK" 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"; 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, STARK 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 said Carrington. Consistent therewith, Stark has caused Restrictions to be recorded with the Stark County Recorder affecting all prior Phases in Carrington; and

WHEREAS, Stark has formed the Homeowners Association's, Master Association, Inc., hereinafter referred to as the "Association," a corporation not-for-profit, will be 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.

NOW, THEREFORE, the following reservations, covenants, restrictions and conditions are imposed upon those portions of Carrington known as Phase 10 Lots 269 through 282 by STARK, which shall be restrictions 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 and permitted under the Restrictions:

1. DEED RESTRICTIONS

Lots located in "Carrington" shall be used exclusively for single-family residence 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 a story and a half design.

(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 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.

(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 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 | 2400 square feet |
| (2) | Two Story | 3000 square feet above ground |
| (3) | Split Level | 2600 square feet above ground |
| (4) | Story and A Half | 2600 square feet with not less than 1800 square feet in the first floor area |

iii. Garage: No garage shall be erected which is separated from the main building except on lots combined for 1 building site that total 1 1/2 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 any corner lot 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 single building sites, the side lot line shall refer only to the lines bordering on the adjoining property owner and/or street.

C. Front Yards: No building may be erected on any lot nearer than 40 feet to the front line in Carrington.

D. Rear Yards: No building may be erected on any lot nearer than 15 feet to the rear lot line in Carrington.

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 6 months after completion of the residence. Driveways shall not be wider than 22 feet from the front property line to the street unless approved in writing by STARK 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: STARK or the Architectural Review Board shall have sole discretion as to which street a residence will front on.

H. Variances: At its sole discretion, STARK reserves the sole right to approve any setback variances, whether for STARK'S own construction or otherwise.

I. Sediment Control: In the construction of improvements on any lot in Carrington, no activities or any action may be taken by a lot owner 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 lot owner in Carrington or their 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 INVESTMENT COMPANY, LTD. at 821 South Main Street, North Canton, Ohio 44720. The owner/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.

3. PROHIBITED USES AND ACTIVITIES

The following uses and activities shall be prohibited in Carrington, and in the Development 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 "non-vicious" 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 (48 inch) 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. There shall be no For Rent signs placed by anyone. 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 homeowner's 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 aesthetic value. Wire mesh type fences are strictly prohibited in all instances including kennels. Any fence approved must be erected not less than two feet from the property line.

N. Site lighting which interferes with the comfort, privacy or general welfare of adjacent or other lot owners is prohibited.

O. 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.

P. No satellite dishes shall be permitted, except those less than twenty (20) inches in diameter and not visible from the street, and no TV or other antennas shall be erected.

Q. 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.

R. 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 in the Development 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 shall shift 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 herein above 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 denial of the submitted plans.

5. STARK / ARCHITECTURAL REVIEW BOARD

STARK will establish and appoint an initial Architectural Review Board (the Board), to serve until appointed by the Association, and STARK relinquishes authority, for the following purposes:

i. To provide a staff of persons for reviewing, evaluating, 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 Property, shall hereinafter be referred to as the "Architectural Guidelines." The Carrington Architectural Guidelines are established written guidelines which are hereby incorporated herein and made apart hereof. 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, 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 STARK upon request.

iii. To enforce the provisions of these Restrictions.

Board Responsibilities: Effect of Actions: The Board shall exercise its best judgment to see that all improvements in the Development conform to Carrington's Architectural Guidelines and Building Restrictions 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.

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 the Development 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 Carrington's Architectural Guidelines. (See the Carrington Application For Review which is to accompany 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: STARK 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 & color samples.
- x. Samples of all major materials to be used.
- xi. Such other information, data drawings as may be reasonably requested by the Committee.

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 Architectural Guidelines and other structures in 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 Covenants.

E. Liability Relating to Approvals: 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. Requirement for Approval: Owner or his representative shall submit simultaneously with building drawings for approval, 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.

6. CONSTRUCTION

A. Construction 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.

B. Residential lots purchased, but on which construction has not commenced, must be mowed not less than once every thirty days during the growing season.

7. CARRINGTON 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. Lights are designed to light walks and drives. Emergency



floodlights 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 including split face concrete block, shall be permitted.

I. Mailboxes and newspaper boxes will be provided and installed by the Developer. Mailbox location will be determined by the United States Postal Service. Mailboxes and newspaper boxes, once installed, shall be maintained, repaired and replaced by the lot owner. No mailbox or newspaper receptacle shall be erected or installed other than the type provided and installed by the Developer.

J. Roofs shall have a minimum pitch of 8/12.

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. Owners should select building sites and plans so as not to attempt to construct repetitious designs within close proximity. Furthermore, careful consideration must be given to rooflines of adjacent residences. An early discussion before design is encouraged if you have any question about approval regarding this point.

O. Repainting of any existing residence with a color other than previously approved shall require approval of STARK or the Architectural Review 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:

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: Permitted only on the sides and rear of residential dwellings. Not permitted on the front of any residential dwelling.

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.

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 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 to a carefully designed detail or architectural element (faux column, window bay, etc.) as approved by the Architectural Review 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.



T. Chimney: Brick or stone masonry exterior construction is required. Exposed pre-fab 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: The 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. Residential lots purchased, but on which construction has not commenced, must have the sidewalk installed at the time both adjacent lot owners install their sidewalk.

8. STREETLIGHTS

STARK INVESTMENT COMPANY, LTD. shall provide streetlights. 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 Paragraph 13, Assessments.

9. 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 Restrictions", 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 the Development shall be 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. Common Area shall remain such in perpetuity, subject only to the provisions of Paragraph A hereof.

E. 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 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. Authority to Borrow Funds: 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.

10. 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.

11. 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.

12. MAINTENANCE OF COMMON AREAS

The Association shall maintain the Open Space in a clean, safe, neat, healthy and workable conditions, 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 Restrictions.

13. 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 Stark 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 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 and 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 phases within the development. The annual assessment for each of the phases of the development shall be divided equally among and be assessed equally against each lot within the particular phase.

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.

14. RESERVATION OF RIGHT TO ALLOCATE OPEN SPACE

Stark hereby reserves the right to allocate that portion of the Open Space 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.

15. 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.

16. 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 STARK INVESTMENT COMPANY, LTD. with Recorder of Stark County, Ohio.

17. 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.

18. 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 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.

19. 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; these Restrictions shall create mutual equitable servitude's 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 Grantees thereof; and these Restrictions 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.

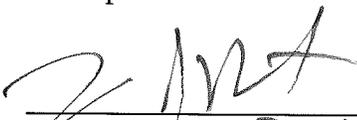
In the event STARK and/or the Association takes any action, legally or otherwise, to enforce any provision of the Restrictions, the lot owner(s) against whom the action is taken shall be assessed for and responsible to pay any and all costs and expenses (including, but not limited to, discovery, court costs and/or reasonable attorney's fees) incurred by STARK and/or the Association related to the action.

20. STARK ACTING AS ASSOCIATION OR BOARD

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, these reservations, covenants, restrictions and conditions have been duly signed, acknowledged and delivered by STARK INVESTMENT COMPANY, LTD. the sole owner of development, this 27 day of July, 2005.

Signed and acknowledged
in the presence of:

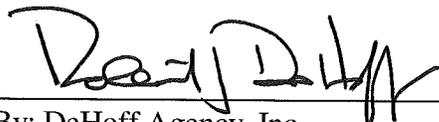


Michael J. Pusateri



Terri L. Shoemaker

STARK INVESTMENT COMPANY, LTD.
an Ohio limited liability company

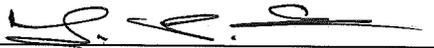


By: DeHoff Agency, Inc.
Robert J. DeHoff, President

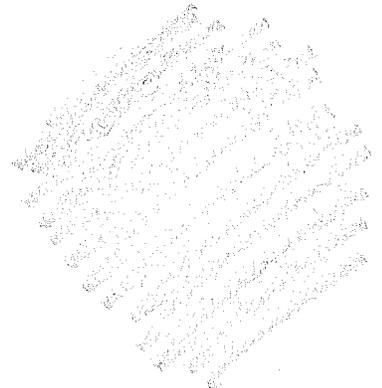
Before me, a Notary Public in and for said county and state, personally appeared the above named STARK INVESTMENT COMPANY, LTD. an Ohio limited liability company, by DeHoff Agency, Inc. its member by Robert J. DeHoff, President, who acknowledged that he did sign the

foregoing instrument and that the same is his free act and deed of him individually and as said officer and that he is duly authorized herein.

In witness whereof, I have set my name and official seal this 27 day of July, 2005.


Notary Public **TERRI L. SHOEMAKER**
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 12-18-05

This instrument prepared by:
STARK INVESTMENT COMPANY, LTD.
821 South Main Street
North Canton, Ohio 44720




Instr: 200508300058547 08/30/2005
P: 18 of 18 F: \$156.00
Rick Campbell 3:47PM COND
Stark County Recorder T20050041172