

Cross-reference to Instrument
No. **202102050006667**

**FIRST AMENDMENT TO RESERVATIONS, COVENANTS
RESTRICTIONS AND CONDITIONS**

CARRINGTON WEST

Phase 1

Lots 1-6; 8-23

THIS FIRST AMENDMENT ("First Amendment") to the Reservations, Covenants, Restrictions and Conditions for Carrington West Phase 1, Lots 1-6 and 8-23, is made and entered into on the 16th day of February, 2021, by **CARRINGTON WEST, LLC**, an Ohio limited liability company ("Developer").

Recitals:

WHEREAS, Developer executed a Declaration of Reservations, Covenants, Restrictions and Conditions for Carrington West Phase 1 on February 4, 2021, which Declaration was recorded February 5, 2021 in Instrument Number **202102050006667** of the Stark County Records (the "Declaration"); and

WHEREAS, the Declaration was made by Developer for the purpose of adopting certain reservations, covenants, restrictions and conditions applicable to Lots 1-6 and 8-23 in Carrington West No. 1, a subdivision platted in Instrument Number 202101080001400 of the Stark County Records (the "Development"); and

WHEREAS, the Declaration contemplated that the Association for the Development would be the Carrington Homeowner's Master Association, Inc., a corporation not for profit established and in good standing in the State of Ohio, believing that the Carrington Homeowner's Master Association, Inc. ("Master Association") had received the requisite owner approval to expand and add the Development to the real property owned, operated and administered by the Master Association; and

WHEREAS, Developer has learned that the Master Association, has not yet received the requisite approval necessary to expand and add the Development to the real property owned, operated and administered by the Master Association and, as a result of this knowledge, desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, in accordance with the powers reserved to itself in Section 10 of the Declaration, Developer does hereby amend the Declaration as follows:

First, the sixth “WHEREAS” clause in the Declaration shall be amended, modified, and restated as follows:

WHEREAS, DEVELOPER has requested that the Carrington Homeowner’s Master Association, Inc., a corporation not-for-profit established and in good standing in the State of Ohio (“Master Association”), be expanded to include the Development and all improvements as may be constructed and developed and that will be depicted and defined in recorded plats and drawings thereon, with the costs of construction, initial installation, maintenance, repairs, permits and other requirements of Jackson Township and Stark County if any, being incurred by the DEVELOPER until title to the Common Areas and/or Elements for the Development is transferred to the Master Association and any other terms and conditions are set forth in a separate agreement or instrument by and between Master Association and DEVELOPER. In order to approve the expansion of the Master Association property to include the Development and to include the Development Lot Owners as members of the Master Association, the Master Association will seek the approval of 75% of its membership. If such expansion is approved, the Carrington Homeowner’s Master Association, Inc. and the Carrington West Homeowner’s Association, Inc. (defined below) will enter into agreements and take all actions necessary to create the Master Association as the surviving corporation and to serve as the homeowner’s association for the Development and all references in these Restrictions to “Association” shall mean the Master Association. Until the expansion is approved and/or in the event expansion is not approved, the Carrington West Homeowner’s Association, Inc., a corporation not-for-profit established and in good standing in the State of Ohio (the “Carrington West Association”), shall serve as the homeowner’s association for the Development and, during such time, all references in these Restrictions to “Association” shall mean the Carrington West Association. In accordance with Section 21, DEVELOPER shall have the right, in its discretion, to exercise all rights granted herein to the Association or the Board.

Second, Section 13 of the Declaration of shall be amended, modified and restated as follows:

13. THE ASSOCIATION

The Carrington West Association is an Ohio not-for-profit corporation organized for the purpose of administering and operating the Development. The Carrington West Association shall serve as the initial Association for the Development. The Master Association does not have common authority and/or control of the Development. Upon approval of the members of the Master Association to permit expansion, the Carrington West Association and the Master Association intend to take all steps necessary and to execute of any agreements to effectuate expansion of the Master Association property to include the Development so long as the Carrington West Association and the Master Association each agree to do so.

Each Resident of a Lot shall automatically become a member of the Association. Initially, all Residents shall be members of the Carrington West Association. Thereafter, if the expansion of the Master Association is approved, each Resident shall automatically become a member of the Master Association, effective as of such approval, and shall be subject to any/all agreements and/or actions necessary to give this provision effect. 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 and binding 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 the 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.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed and delivered on the date and year first written above. Except as amended herein, all terms, conditions, covenants and restrictions set forth in the Declaration are hereby ratified and affirmed.

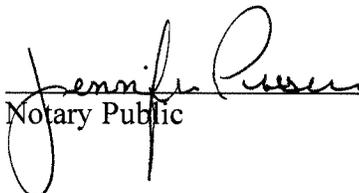
CARRINGTON WEST, LLC, an
Ohio limited liability company

By:  _____
Daniel J. DeHoff, Manager

STATE OF OHIO)
) ss:
STARK COUNTY)

This instrument was acknowledged before me this 16th 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.



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Notary Public

This instrument prepared by:

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