BARRINGTON WOODS

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ADOPTION OF "BARRINGTON WOODS"
AND
DECLARATION OF RESTRICTIONS THEREFOR

This Declaration, made and entered into by BARRINGTON WOODS
DEVELOPMENT CORPORATION, this 20th day of March, 1987.

WITNESSETH THAT:

WHEREAS, Barrington Woods Development Corporation is the
owner of the following described real estate, situated in the City
of Toledo, Lucas County, Ohio, viz:

Lots numbers 1 through 112 inclusive, Barrington Woods,
a Subdivision in the City of Toledo, Lucas County, Ohio,
all of which real estate is hereinafter for convenience
referred to as "Barrington Woods";

and

WHEREAS, Barrington Woods Development Corporation desires
to establish for its own benefit and for the benefit of all future
owners or occupants of all or any part of Barrington Woods, certain
easements, and rights, in, over and to Barrington Woods, and
certain restrictions with respect to the use thereof,

NOW, THEREFORE, Barrington Woods Development Corporation as
the owner of such real estate and for the purpose aforesaid, hereby
declares as follows:

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any
alterations thereof shall be erected, reconstructed, placed or suffered
to remain upon said premises, unless nor until the size, location,
type, style of architecture, use, the materials of construction thereof
and the color scheme thereof, the grading plan of the lot, including
the grade elevations of said dwellings, the plot plan showing the
proposed location of said dwelling upon said premises and the plans,
specifications and details of said dwelling shall have been approved in writing by Barrington Woods Development Corporation, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Barrington Woods Development Corporation, and no dwelling except such as conforms to said plans, specifications and details shall be erected, reconstructed, placed or suffered to remain upon said premises.

Section 2. All lots shall be used and occupied, solely and exclusively for private residence purposes by a single family, including their family servants, and no other than one single family, private residence purpose building, hereinafter for convenience called "dwelling" shall be erected, reconstructed, placed or suffered to remain thereon.

Section 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or street line or lines than the building set-back line or lines shown upon the plat of said subdivision nor nearer to any side line or rear line than shall be determined by Barrington Woods Development Corporation, in writing at the time of the approval of the plans and specifications for said dwelling. This restriction as to the distance at which said dwelling house shall be placed from the front, side, and rear lines of said premises shall apply to and include porches, verandas, portes cochere, and other similar projections of said dwelling. The parcel of land upon which a dwelling is to be constructed and/or maintained together with the land adjacent thereto and used in conjunction therewith may include one lot or part of one, two or more lots delineated on the recorded plat of Barrington Woods, but only with the written consent of Barrington Woods Development Corporation.
Section 4. No garage or any addition thereto or alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises except for the exclusive use of the family occupying said dwelling and the servants thereof, nor unless, such garage be made an integral part of said dwelling, nor unless nor until the size, location, type, style of architecture, cost, use, the materials of construction thereof, the color scheme therefore, the grade elevation thereof, and the plans, specifications and details of said garage, including the driveway approach, the garage entrance shall have been first approved in writing by Barrington Woods Development Corporation, and a true copy of said plans, specifications and details of said garage shall have been lodged permanently with Barrington Woods Development Corporation, and no garage except as conforms to said plans, specifications and details shall be erected, reconstructed, placed, or suffered to remain upon said premises. Such garage shall be subject to all of the covenants, rights, terms, reservations, limitations, agreements and restrictions at any point herein made applicable to said dwelling.

Section 5. The location of any and all driveways shall be and remain as now established upon said premises, or, if not now established, shall be determined by Barrington Woods Development Corporation in writing at the time of the approval of the plans and specifications for said dwelling. No driveway shall be located, relocated or suffered to remain upon said premises except as now located or determined in writing by Barrington Woods Development Corporation. Complete specifications for construction of driveway shall be submitted to Barrington Woods Development Corporation and its approval thereof endorsed thereon in writing.

Section 6. No portion of the within described premises nearer to any highway than the building set-back line or lines shown upon the plat of said subdivision shall be used for any purpose other than
that of a lawn; nothing herein contained however, shall be construed as preventing the use of such portion of said premises for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or statuary, fountains and similar ornamentations, for the purpose of beautifying said premises, but no vegetables, so-called, nor grains of the ordinary garden or field variety shall be grown upon such portion thereof; and no weeds, underbrush, or other unsightly growths shall be permitted to grow or remain anywhere upon said premises, and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. No fence, hedge, wall or enclosure of any kind, for any purpose, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge be erected, placed, or suffered to remain upon said premises until the written consent of Barrington Woods Development Corporation shall having been first obtained therefor, and to be subject to the terms and conditions of said consent as to its type, height, width, color, upkeep and any general conditions pertaining thereto that said consent may name.

Section 7. In connection with the provisions contained in Section 3 above, it is hereby provided that if, in the opinion of Barrington Woods Development Corporation, by reason of the shape, dimensions or topography of the premises herein described, or by reason of the type of dwelling to be erected thereon, or for any other reason satisfactory to it, the endorsement of the provisions of said Section would work a hardship, Barrington Woods Development Corporation may modify such provisions so as to permit variations in cost, size, type, location or otherwise that will not, in its judgment, do material damage to any abutting or adjacent property.

Section 8. Barrington Woods Development Corporation reserves the exclusive right to grant consents for the construction, operation and maintenance of electric light, telephone and telegraph poles,
lines and conduits, and for water, gas, sewer and pipes and conduits or any other public utilities facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any portion of said premises may now or hereafter front or abut.

Section 9. Barrington Woods Development Corporation reserves to itself, its successors and assigns, a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Barrington Woods designed as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone and telegraph poles, lines and conduits, and for water, gas and sewer lines, and conduits, or any other public utility facilities, together with the necessary or proper incidents and appurtenances, and no building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in Barrington Woods, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 10. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, no industry, business or trade, occupation or profession of any kind shall be conducted, maintained or permitted upon said premises, no well for gas, water, oil or other substance, shall at any time, whether intended for temporary or permanent purpose be erected, placed or suffered to remain upon said premises; nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the quiet of the owner or owners of any adjoining land. No pole, or overhead or exposed wires, whether for use in connection with radio, telephone, television, electric light or any other purpose, and no advertising sign, billboard or other
advertising device, whether for the purpose of advertising the sale of said premises or otherwise, shall be erected, placed or suffered to remain upon said premises or upon or visible from the outside of said dwelling without the consent of Barrington Woods Development Corporation first having been obtained. The right is reserved by Barrington Woods Development Corporation to erect small structures and place signs on any unsold lot or improvements thereon.

Section 11. No animals, rabbits or poultry of any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. Barrington Woods Development Corporation reserves the right to adopt reasonable regulations governing the keeping within any dwelling house of domestic dogs, cats or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Barrington Woods.

Section 12. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards.

Section 13. Barrington Woods Development Corporation reserves the sole and exclusive right to establish grades and slopes on the premises herein described, and to fix the grade at which any dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan.

Section 14. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in under-ground containers or stored and maintained in containers, entirely within the garage or basement. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves, and garbage may, from time to time, be established by Barrington Woods Development Corporation.
Section 15. Barrington Woods Development Corporation reserves and is hereby granted the right in case of any violation or breach of any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions herein contained, to enter the property, upon or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the other thereof, any erection, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof as interpreted by Barrington Woods Development Corporation, and Barrington Woods Development Corporation shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Barrington Woods Development Corporation to enforce any of the restrictions, rights, reservations, limitations, agreements, covenants and conditions contained herein shall in no event be construed, taken or held to be a waiver therefor or acquiescence in or consent to any continuing further or succeeding breach or violation thereof, and Barrington Woods Development Corporation shall at any and all times have the right to enforce the same.

Section 16. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of Barrington Woods Development Corporation.

Section 17. In all instances where plans and specifications are required to be submitted to and are approved by Barrington Woods Development Corporation, if subsequent thereto there shall be any variance in the actual construction and location of any alteration or addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

Section 18. Whenever any of the foregoing covenants, reservations, agreements or restrictions provide for any approval, designation, determination, modification, consent or any other action
by Barrington Woods Development Corporation, any such approval, designation, determination, modification, consent or any other such action by any attorney authorized to sign deeds on behalf of Barrington Woods Development Corporation, and approved by the written powers of attorney of Barrington Woods Development Corporation as then recorded in the Records of Lucas County, Ohio, shall be sufficient.

ARTICLE TWO

Section 1. Upon the completion and sale of not less than sixty dwellings in said Barrington Woods, Barrington Woods Development Corporation may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Barrington Woods Property Owners' Association" or a name similar thereto, and upon the formation of such association, every owner (meaning a full building site) shall become a member thereof, and each such owner, including Barrington Woods Development Corporation, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it; provided, however, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

Section 2. The association, by vote of 2/3rds of its members may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety, and general welfare of residents on said property and all parts of said property shall at all times be maintained subject to such rules and regulations.

Section 3. Barrington Woods Development Corporation by an instrument in writing, in the nature of an assignment, vests the Association, if and when formed, with the rights, privileges and powers herein retained by the said Barrington Woods Development Corporation, which said assignment shall be recorded in the office of the Recorder of Deeds, of Lucas County, Ohio.
ARTICLE THREE

Section 1. Each grantee of Barrington Woods Development Corporation, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, rights, and powers of Barrington Woods Development Corporation, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed, shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give Barrington Woods Development Corporation or its successors or assigns, or the Association, the right (a) to enter upon the land upon which or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Barrington Woods Development Corporation or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. All restrictions, covenants, conditions, agreement and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, and none of said restrictions, covenants, conditions, agreements or other provisions shall supercede or in any way reduce the security or affect the validity of any such mortgage
or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage, or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his heirs, successors or assigns shall hold any and all property so purchased or acquired subject to all of the restriction covenants, conditions, agreements and other provisions of this Declaration.

Section 3. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur.

Section 4. The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 5. Barrington Woods Development Corporation reserves the right to change, modify, alter or rescind any of the restrictions and covenants herein contained, except those set forth in Section 8 of Article One hereof.

Section 6. A violation of any of the rules and regulations adopted by Barrington Woods Development Corporation or by the Community Association shall be deemed a violation of this Declaration and may be enjoined as herein provided.

Section 7. The rights, privileges and powers herein retained by Barrington Woods Development Corporation shall be assignable to, and shall inure to the benefit of their successors and assigns.

IN WITNESS WHEREOF, Barrington Woods Development Corporation has caused this Declaration to be signed by its President and Secretary on the day and year first above written.

By Instrument dated April 12th 1971, the Barrington Woods Development Corporation, an Ohio Corporation, for value received and pursuant to the provisions of Section 3, Article Two of the Declaration of Restrictions for Barrington Woods, as recorded in Volume 2227 of Mortgages, page 296, Mortgage Records of Lucas County, Ohio, hereby transfers and assigns to and vests in Barrington Woods Property Owners' Association, an Ohio non-profit corporation all of the rights, privileges and powers retained by Barrington Woods Development Corporation in said Declaration of Restrictions for Barrington Woods.

(Signed) Barrington Woods Development Corporation
By Dean Bailey, President
Dorothy Bailey, Secretary

By Instrument dated April 30th 1971, Barrington Woods Property Owners' Association, an Ohio non-profit corporation, hereby accepts the foregoing assignment of all of the rights, privileges and powers of Barrington Woods Development Corporation as contained in the Declaration of Restrictions for Barrington Woods as recorded in Volume 2227 of Mortgages, page 296, provided however, that Barrington Woods Property Owners' Association does not assume and this acceptance shall not be construed as an assumption by Barrington Woods Property Owners' Association of any of the duties, obligations or liabilities of Barrington Woods Development Corporation, its agents, employees, officers, directors and/or shareholders.

(Signed) Barrington Woods Property Owners' Association
By James E. Kline, President
Lee Hurdlebrink, Secretary

Received for record April 30th 1971 at 3:56 P.M., and recorded in Volume 2347 of Mortgages, page 625 and Volume 2347 of Mortgages, page 626.