This information is taken from public records filed with the Lucas County Recorder's Office. Port Lawrence Title and Trust Company assumes no liability for the accuracy or completeness of the information contained herein.
ADOPTION OF CARRANOR WOODS AND DECLARATION OF RESTRICTIONS THEREOF.

This Declaration, made and entered into by BAILEY DEVELOPMENT COMPANY, an Ohio Corporation, this 5th day of March, A.D. 1954.

WITNESSETH THAT:

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

Carranor Woods, being a Subdivision of that part of lots numbers 1, 2, 3 and 4 in Toledo Heights, a Subdivision in the City of Toledo, Lucas County, Ohio, lying northwesterly of the River Road (I.C.H. #51) as relocated by' Plat recorded in Volume 41 of Plats, page 58.

That part of the south 1/2 of the southwest 1/4 of Section 12, Town 2 in the United States Reserve of 12 miles square at the foot of the Rapids of the Miami of Lake Erie in Adams Township, Lucas County, Ohio, described as follows:

Beginning at a point on the west line of the southwest 1/4 of said Section 12 that is 1322.43 feet northerly of the southwest corner of the southwest 1/4 of said Section 12 said point of beginning being also the intersection of the north line of the north 1/2 of the southwest 1/4 of said Section 12 and the west line of the southwest 1/4 of said Section 12; thence easterly along the north line of the south 1/2 of the southwest 1/4 of said Section 12, a distance of 285.55 feet; thence southerly at right angles to the north line of the south 1/2 of the southwest 1/4 of said Section 12, a distance of 105.0 feet; thence westerly at right angles to the last described line and parallel to the north line of the south 1/2 of the southwest 1/4 of said Section 12, a distance of 262.54 feet to the west line of the southwest 1/4 of said Section 12; thence northerly along the west line of said Section 12, a distance of 105.04 feet to the point of beginning. Subject to legal highways, all of which real estate is hereinafter for convenience referred to as "Carranor Woods" and
WHEREAS, Bailey Development Company desires to establish for its own benefit and for the benefit of all future owners or occupants of all or any part of Carranor Woods, certain easements and rights in, over and to Carranor Woods, and certain restrictions with respect to the use thereof:

NOW, THEREFORE, Bailey Development Company, as the owner of such real estate and for the purpose aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No building, fence, wall, sign or other structure shall be erected or maintained on said lots unless erected or maintained in accordance with plans and specifications showing the nature, kind, shape, type, material, color scheme and location of such structure, which shall be submitted to Bailey Development Company, its successors or assigns, and approval thereof endorsed thereon in writing.

Section 2. No building other than a single family dwelling house, including an attached garage for private use conforming architecturally to the residence, and attached, shall be erected upon any of said lots, nor shall any house constructed on any of said lots be used for any purpose other than a single family dwelling house, nor any garage for other than private use.

A porch or porches, conforming architecturally to the residence, may be constructed after plans have been submitted and approval been given, in writing by BAILEY DEVELOPMENT COMPANY.

No alterations shall be made in the location, height or exterior design or color of any structure erected, permitted or maintained upon any building site after once established, unless written approval of such alteration shall first have been obtained from Bailey Development Company. No addition to any residence or garage shall be erected or maintained upon any building site after once established unless written approval of such addition shall first have been obtained from BAILEY DEVELOPMENT COMPANY.
No fence, wall, or hedge shall be erected, permitted or maintained upon any building site, unless written approval has been obtained from BAILEY DEVELOPMENT COMPANY, complete plans and specifications therefor showing the nature, kind, shape, height, construction, materials and color scheme of any such fence or wall, as well as the location of such alterations, addition, or fence, wall or hedge on the building site, have been approved by BAILEY DEVELOPMENT COMPANY, and a copy of such plans and specifications and grading plan, if requested, have been deposited with BAILEY DEVELOPMENT COMPANY, as a permanent record.

Section 3. No building or other structure, or any part thereof, shall be erected or maintained upon any part of the property in CARRANOR WOODS over or upon which easements for the installation and maintenance of public utilities, the installation and maintenance of a storm sewer are granted.

Section 4. The right is hereby given to any public utility company to go upon the property from time to time to install and maintain its equipment and the further right to trim trees or shrubbery which may interfere with the successful operation of its equipment.

Section 5. No industry, business or trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale" signs or other window displays or advertising be maintained or permitted on any part of said lots or any structure erected thereon, without first obtaining the written consent of BAILEY DEVELOPMENT COMPANY. The right is reserved by BAILEY DEVELOPMENT COMPANY to erect small structure and place signs on any unsold lots or improvements thereon.
Section 6. No animals, rabbits or poultry, nor any kind, character or species of fowl or livestock, shall be kept upon or maintained on any part of any lot or tract. BAILEY DEVELOPMENT COMPANY reserved 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 CARRANOR WOODS.

Section 7. No clothes, sheets, blankets or other articles shall be hung out or exposed on any part of said premises, except in the rear yards and then only on portable laundry dryers of a revolving type not higher than 7 feet from the ground. No more than one dryer may be used for each dwelling house. No laundry shall be hung for drying on Sundays or other legal holidays. No laundry of any kind, or other articles, shall be exposed or hung for drying at any time on any front porch or in the front of any building.

Section 8. All rubbish and debris, combustible or non-combustible and all garbage shall be stored and disposed of in accordance with regulations, if any established therefor by BAILEY DEVELOPMENT COMPANY.

Section 9. No roadway leading from the street to any private garage shall be relocated unless plans and specifications therefor have been submitted to and approved by BAILEY DEVELOPMENT COMPANY.

Section 10. No grantee or successor in title shall subdivide or convey less than the whole of any lot without first obtaining the written consent of BAILEY DEVELOPMENT COMPANY.

Section 11. In all instances where plans and specifications are required to be submitted to and are approved by BAILEY DEVELOPMENT COMPANY, 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.
ARTICLE TWO

Section 1. Upon the completion and sale of not less than 20 residences in said CARRANOR WOODS, BAILEY DEVELOPMENT COMPANY may cause to be incorporated a non-profit corporation under the laws of the State of Ohio, to be called the "Carranor 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 therein, and each such owner, including BAILEY DEVELOPMENT COMPANY, 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 two-thirds 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. BAILEY DEVELOPMENT COMPANY, in its discretion, may, by an instrument in writing in the nature of an assignment, vest the Association, if and when formed, with the right, privileges and powers herein retained by the said BAILEY DEVELOPMENT COMPANY, 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 BAILEY DEVELOPMENT COMPANY 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 BAILEY DEVELOPMENT COMPANY, and the Association, 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 of provision herein contained shall give BAILEY DEVELOPMENT COMPANY, 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 BAILEY DEVELOPMENT COMPANY, or its successors or assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated or remedied by appropriate legal proceedings, either by law, or in equity, by BAILEY DEVELOPMENT COMPANY, its successors or assigns, or by the Association.

Section 2. All restrictions, covenants, conditions, agreements 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 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 restrictions, 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 provision hereof, or of any part of such restriction or
provisions, shall not impair or affect in any manner the validity,
enforceability or effect of the rest of this Declaration.

Section 5. Before the formation of any Community Association,
as hereinabove in Article Two provided for, BAILEY DEVELOPMENT COMPANY,
or its successors or assigns, shall have the right to change, or modify
the restrictions and covenants herein contained (except Section 3 of
Article One hereof) by first obtaining the consent of the owners of
2/3rds of all the lots herein described.

Section 6. The Community Association may, at any time within
5 years from the date of its formation, change, modify or rescind any of
the foregoing restrictions (except Section 3 of Article One hereof) by
first obtaining the consent of BAILEY DEVELOPMENT COMPANY to do so and
the consent of 2/3rds of its members evidenced by an instrument in
writing signed and acknowledged by such members and recorded in the
office of the Recorder of Deeds of Lucas County, Ohio; and the
foregoing restrictions may be changed, modified or rescinded at any
time after 5 years from the date of formation of said Community
Association by an instrument in writing signed and acknowledged by
2/3rds of its members and recorded as aforesaid.
Section 7. A violation of any of the rules and regulations adopted by BAILEY DEVELOPMENT COMPANY or by the Community Association acquiring the rights and benefits of BAILEY DEVELOPMENT COMPANY, shall be deemed a violation of this Declaration and may be enjoined as herein provided.

The rights, privileges and powers herein retained by BAILEY DEVELOPMENT COMPANY shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, BAILEY DEVELOPMENT COMPANY has caused this Declaration to be signed by its President and attested by its Secretary, all on the day and year first above written.

Bailey Development Company
By: Dean Bailey, President
Attest: Paul T. Bailey, Secretary.

Acknowledged March 4, 1954 by said Company, by said Officers, by authority of its Board of Directors, before a Notary Public, Lucas County, Ohio, (Seal).

Received for record March 8, 1954 at 2:02 P.M. and recorded in Volume 1658 of Mortgages, page 199.

DECLARATION OF APPOINTMENT
CARRANOR WOODS, A SUBDIVISION IN
LUCAS COUNTY, OHIO

WHEREAS, Bailey Development Company, an Ohio Corporation, by Declaration of Restrictions, recorded in Volume 1658 of Mortgages, page 199, established certain restrictions relative to Carranor Woods, a Subdivision in Lucas County, Ohio, and

WHEREAS, it was provided by said restrictions that the said Bailey Development Company may cause to be incorporated a non-profit corporation under the laws of the State of Ohio to be called: "Carranor Woods Property Owners' Association" and
WHEREAS, on the 31st day of March, 1956, Articles of Incorporation were filed with the Secretary of State, No. 254220, and
WHEREAS, said Bailey Development Company desires to vest the said Carranor Woods Property Owners' Association with the rights, privileges and powers heretofore retained by said Bailey Development Company in said Declaration of Restrictions for Carranor Woods, a Subdivision in Lucas County, Ohio, and
WHEREAS, the said Carranor Woods Property Owners' Association is desirous of protecting said restrictions.

Now, therefore, said Bailey Development Company assigns all its rights and obligations under the Declaration of Restrictions for Carranor Woods, a Subdivision in Lucas County, Ohio, and designates the Carranor Woods Property Owners' Association as its successors under said Declaration of Restrictions for Carranor Woods, a Subdivision in Lucas County, Ohio.

In Witness Whereof, Bailey Development Company has caused its name to be signed by its duly authorized officer this 3rd day of April, 1956.

(Signed) Bailey Development Company
By: Dean Bailey, President.

Received for record December 31, 1956 at 9:53 A.M. and recorded in Volume 1826 of Mortgages, page 473.