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DECLARATION OF RESTRICTIONS

WHEREAS, McCarthy Limited, a limited partnership, hereinafter called "Developer," is the owner of all lots in Pembridge Woods Subdivision, a Subdivision in Sylvania Township, Lucas County, Ohio, designated on plat recorded in Volume 73, Page 22, Lucas County, Ohio Record of Plats, and

WHEREAS, it is desired to develop Pembridge Woods Subdivision as an attractive and pleasant subdivision for the benefit of future owners of lots therein and other residents of Sylvania Township, and for such purpose to establish restrictions and an architectural community committee.

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement in value thereof and to afford purchasers protection in the use and occupancy thereof, for the purposes of which the same are designated and to provide a uniform plan for the improvement, development, use, occupancy and enjoyment of said Pembridge Woods Subdivision as an architecturally harmonious, artistic and desirable subdivision, Developer, for itself, its successors and assigns, hereby stipulates and declares that each lot and parcel in said Pembridge Woods Subdivision shall hereafter be conveyed by it and its successors and assigns, subject to the restrictions hereinafter set forth:

1. An Architectural Community Committee is hereby established to be composed of the following 3 individuals:

   Daniel J. McCarthy
   John Kolar
   Gerald H. Wagner

2. The members of said Architectural Community Committee shall serve until their resignation or death. Upon the death or resignation of a member of the Architectural Community Committee, his successor shall be appointed by the remaining members of the Committee within 6 months thereof.
3. The Architectural Community Committee shall have the right to maintain and replace the subdivision entranceway located within the north 15 feet of Lot Number 4, the north 15 feet of Lot Number 50 and the south 15 feet of Lot Number 51. Said lots shall be conveyed to future owners subject to an easement for the location of the entranceway to the subdivision within the above described location on said lots.

4. The lots located within Pembridge Woods Subdivision shall be used for such purposes as permitted by the present zoning of Sylvania Township. No owner shall use a lot for any purpose not presently permitted by the zoning of Sylvania Township without the approval of the Architectural Community Committee. This provision shall prohibit a change of presently permitted use by change of zoning without approval of the Architectural Community Committee.

5. One and one-half or two-story single family dwellings located within R-2 Residential lots as presently zoned shall have a minimum of 1,100 square feet of livable area exclusive of porches. One-story single family dwellings located within R-2 Residential lots as presently zoned shall have a minimum of 930 square feet of livable area exclusive of porches. All single family dwellings located on Lots Number 29 through 69 shall have an attached garage with space for not less than 2 automobiles. All single family dwellings located on Lots Number 1 through 28 and 70 through 83 shall have an attached garage with space for not less than 1 automobile.

6. The minimum side yard of a building lot or plot shall be 6 feet with the total of both side yards being no less than 18 feet.

7. No building, basement, swimming pool, tennis court, fence, wall or other enclosure, or any utility meter, or other structure of any sort shall be erected, placed or maintained on any such residential lot in said subdivision, nor shall any change, addition to, or alteration thereof affecting the outward appearance thereof be made unless the
same shall be in accordance with detailed plans and specifications therefor showing the size, location, type, architectural design, quality, cost, use and material of construction thereof, the color scheme therefor, the grading plan of the lot and the finished grade elevation thereof, which detailed plans and specifications have first been approved in writing by the Architectural Community Committee. All such plans and specifications must be prepared by a competent architect or draftsman.

8. Developer reserves the right to further subdivide, increase or otherwise change the size and configuration of building plots on the real estate herein described as approved by the Architectural Community Committee and in conformity with the ordinances and requirements of Sylvania Township and any other governmental authority for the purpose of keeping the development of Pembridge Woods Subdivision as a uniform and harmonious subdivision.

9. In requiring the submission of detailed plans and specifications as herein set forth, the Developer has in mind the development of said subdivision as an architecturally harmonious, artistic and desirable residential subdivision and in approving or withholding its approval of any detailed plans and specifications so submitted, Committee, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous, or adjacent lots, its artistic and architectural merits, its adaptability to the lot on which it is proposed to be made and such other matters as may be deemed to be in the interest and benefit of the owners of lots in said subdivision as a whole and any determination made by the Architectural Community Committee, in good faith shall be binding on all parties in interest.

10. No structure or any part thereof, other than a fence, hedge, wall or other enclosure, which shall first have been approved as
provided in (7) above, shall be erected, placed or maintained on any such residential lot nearer to the front or street line or lines than the building setback line or lines shown on the recorded plat of said subdivision. No structure of any sort shall be erected, placed or maintained on any such residential lot nearer to any side lot line or rear lot line than shall be required by the appropriate regulations of Sylvania Township.

11. No portion of any residential lot or structure thereon shall be used or permitted to be used for any business purpose whatsoever and no noxious, offensive, or unreasonably disturbing activity shall be carried on upon any part of said subdivision, nor shall anything be done thereon which may be or become an annoyance, or nuisance in said subdivision.

12. No trailer, basement, tent, shack, garage, barn, housecar, or other temporary shelter or housing device shall be maintained or used as a residence, temporarily or permanently, in said subdivision. No dwelling erected in said subdivision shall be used as a residence until the exterior thereof has been completed in accordance with the detailed plans and specifications approved therefor as provided in (7) above.

13. No clothes lines shall be located on any lot except for a removable folding umbrella type.

14. Any truck, boat, bus, tent, housecar, camper, trailer or similar housing device, if stored on any said lot, shall be housed within a garage building.

15. Said premises shall not be used for the storage of automobiles, trailers, scrap, scrap iron, water, paper or glass, or any reclamation products or material, except that during the period a structure is being erected upon any such lot, building materials to be used in the construction of such structure may be stored thereon.
Provided, however, any building material not incorporated in said structure within 90 days after its delivery to such lot, shall be removed therefrom. All structures must be completed by an owner within 1 year of the date of the beginning of the construction thereof.

No sod, dirt, or gravel other than incidental to construction of approved structures, shall be removed from said lots without the written approval of the Developer, or its successors and assigns.

16. No portion of any lot nearer to any street than the building setback line or lines shown upon the recorded plat of said subdivision shall be used for any purpose other than that of a lawn, provided however, this covenant shall not be construed to prevent the use of such portion of said lot for walks, drives, trees, shrubbery, flowers, flower beds, ornamental plants, statuary, fountains, fence, hedge, wall, or other enclosure which shall first have been approved as provided in (7) above for the purpose of beautifying said lot, but shall be construed to prohibit the planting or maintaining of vegetables and grains thereon.

17. No weeds, underbrush, or other unsightly growths or objects of any kind, shall be placed, be permitted to grow, or suffered to remain on any part of said premises. No trash burner, outdoor fireplace, or other device expelling gas or smoke shall be placed within 20 feet of any adjoining lot or plot line.

18. Any tanks for the storage of propane gas or fuel oil shall be located and buried beneath the ground level.

19. The Architectural Community Committee shall have the right, in the event of any action or condition which the Architectural Community Committee or their successors and assigns determine to be in violation of these restrictions, to enter the property on which such violation is deemed by it to exist and to summarily abate and remove at the expense of the owner thereof the structure or condition deemed
by it to be in violation hereof, and said Architectural Community
Committee or their successors and assigns shall not by reason thereof
be guilty in any manner of trespass for such entry, abatement or removal
or liable for damages by reason thereof to any person whomsoever. Any
failure to enforce these restrictions shall not be deemed a waiver
thereof or any acquiescence in or consent to any continuing, further
or succeeding violation hereof. If, in the opinion of the Architectural
Community Committee by reason of the shape, dimensions or topography
of a particular lot in the subdivision, enforcement of these restrictions
with respect to size of structure would constitute a hardship, the
Architectural Community Committee may permit a variation which will in
its judgment be in keeping with the maintenance of this subdivision
as a desirable subdivision.

20. The Architectural Community Committee shall have the sole
and exclusive right to establish grades and slopes on all residential
lots in said subdivision and to fix the grade at which any dwelling
shall hereafter be erected or placed thereon, so that the same may
conform to the general plan of the development. All such grades and
slopes shall be established on the engineering plans of Developer,
unless modified by developer per item #7 above.

21. All rubbish and debris, combustible and noncombustible,
and all garbage shall be stored in underground containers, or stored
and maintained in containers entirely within a garage or basement.
However, rubbish, debris, combustible and noncombustible, and garbage
may be stored in outside containers if approved by the Architectural
Community Committee. Additional regulations for the storage, maintenance,
and disposal of rubbish, debris, leaves and garbage may from time to
time be established by the Architectural Community Committee or their
successors and assigns.

22. No well for the production of gas, water, oil or otherwise,
whether intended for temporary or permanent purposes, shall be drilled or maintained upon any plot, nor shall such premises be otherwise used in any way which may endanger the health or unreasonably disturb the peaceable use of adjoining premises.

23. Any violation or attempt to violate any of the covenants or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any lot in said subdivision may prosecute any proceedings at law, or in equity, against the person or persons violating or attempting to violate any such covenants or restrictions to prevent him or them from so doing, to cause the removal of any violation and to recover damages and expenses, including reasonable attorney fees, for such violation or attempted violation.

24. All transfers and conveyances of each and every lot of said subdivision shall be made subject to these covenants and restrictions.

25. Every owner, excluding Developer, of any lot in Pembridge Woods shall install a sidewalk upon his lot within 2 years from the date of the acceptance of the improvements by Lucas County or upon the substantial completion of construction of the dwelling on subject lot, whichever occurs first. Plans and specifications for such sidewalk must be approved as provided in paragraph (7) above.

In consideration of the premises hereinbefore described, Developer does hereby declare and establish the foregoing restrictions and covenants.

IN WITNESS WHEREOF, McCarthy Limited, the Developer herein, acting by and through its duly authorized officers, has caused this Declaration of Restrictions to be executed on its behalf this 16th day of July, 1975.

McCarthy Limited

By Daniel J. McCarthy
MCST, INC., General Partner

Two witnesses.

By William A. Winzeler, Secretary

Acknowledged July 16th 1975 in Lucas County, Ohio, by

Daniel L. McCarthy, general partner of McCarthy Limited, before a
Notary Public, State of Ohio (Seal).

Acknowledged July 16th 1975 in Lucas County, Ohio, by said
corporation, by said officer, by authority of its Board of Directors,
before a Notary Public, State of Ohio (Seal).

Received for record July 17th 1975 at 3:28 P.M., and recorded
in Volume 3087 of Mortgages, page 139.