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INDENTURE OF RESTRICTIONS UPON BERKELEY VILLA A
SUBDIVISION IN WASHINGTON TOWNSHIP, LUCAS COUNTY, OHIO.

This Indenture entered into by and between the parties
hereto, on the day and year hereafter written; and

WHEREAS, Berkeley Villa is a subdivision in Washington
Township, Lucas County, Ohio, which has been laid out in lots Nos.
1, to 31 both inclusive, with certain streets and ways dedicated to
public use and certain reservations by way of easements for the
installation and maintenance of Public Utility service, in accordance
with the original plat thereof which is recorded at Page 72 in Volume
458 of the Plat Records of the Recorder of Lucas County, Ohio.

WHEREAS, some of the lots of Berkeley Villa are not restricted;
some are or may be subject to restrictions contained in the original
recorded plat; some may be subject to restrictions included in the
deeds to such separate parcels; all such restrictions and provisions
may expire or have expired at different times and are not uniform in
their provisions, requirements and operations; neither do they have
any relation or coordination one to the other in harmony with or
furtherance of a general plan for the orderly, systematic and harmonious
development of the area covered by the original plat of Berkeley Villa.
It is therefore desirable, necessary and beneficial to impose reasonable
conditions and restrictions upon the development, use, occupancy,
 improvement and enjoyment of all the said properties included in the
area known as Berkeley Villa, which are uniform in their provisions,
duration, operation and effect upon all the lots in the said area, which provisions carry out the spirit and purpose of the development of this area as an orderly, desirable resident district.

NOW THEREFORE, in order to provide a uniform plan for further development, use and enjoyment of the area known as Berkeley Villa, in consideration of the premises, the benefits accruing to us individually, jointly and severally, and in consideration of the mutual covenants set forth herein to restrict the lots, parts of lots and parcels of property in Berkeley Villa, do individually jointly and severally, for ourselves, our heirs, executors, administrators, legal representatives and/or assigns for the regulation and protection of each and every person who now is or shall in the future be owner, occupant or tenant of any interest in and to a parcel of property, lot, lots or part of lot or lots thereof, in the improvement, development, use, occupancy and enjoyment of said property, by the execution and recording of this indenture of covenants and restrictions, development, use, occupancy and enjoyment of all property in the area covered by the original plat of Berkeley Villa, all of which are included herein, to the extent and in the manner following, to wit:

A. All lots in the area covered by the original plat of Berkeley Villa, as aforesaid, shall be known and described as residential lots and shall be used for residence purposes only, except lots Nos. 1, 2, 3, 4 and 31 which front on Tremainsville Road, which may be used for commercial purposes.

B. No building shall be erected on any lot nearer than 25 feet from the front line of the lot, nor nearer than 5 feet from the side line.

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C. No dwelling, the cost of which, excluding the cost of the garage and exclusive of the cost of the land, shall be less than $3000.00.

D. No shed, outbuilding, garage, trailer or house-car of any kind shall be used for dwelling or resident purposes.

E. No wines, liquors, beer or other intoxicants shall be manufactured or sold on any lot or parcel of property, whether designated for resident or commercial purposes.

G. The covenants and restrictions hereinafter shall run with the land and shall be binding upon each and every person who now is or shall hereafter become the owner of any interest in and to the within described property or any part thereof until June 1, 1976, at which time said covenants and restrictions herein contained or any portion thereof may be extended for a further ten year period and for successive ten year periods thereafter on the written approval or agreement of 2/3 of the property owners of the area included herein.

H. Any violation or attempt to violate any of the covenants

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or restrictions herein while the same are in force shall be unlawful. Any other person or persons owning any other lots in the area herein may prosecute any proceedings in law or in equity against the person or persons violating or attempting to violate any such covenant or restriction to prevent him or them from so doing and to cause the removal of any violation and recover damages or other dues for such violation and/or attempt to violate.

I. If any of the covenants, provisions or restrictions are held invalid by judgment or Court order, the remainder of said covenants, provisions and restrictions shall not be affected thereby and shall remain in full force and effect.

We further covenant and mutually agree for ourselves, our heirs; executors, administrators, legal representatives and/or assigns, that the aforesaid covenants, provisions and restrictions constitute our plan for development, use and occupancy of all the properties included in the area described as Berkeley Villa, laid out on and comprising all of that part of the North one-half of the northwest quarter of the southeast quarter of Section number 8 Town 95, Range number 7 East in Washington Township, Lucas County, Ohio, said property lying northwesterly of the center line of Tremainsville Road, except the South five and one-half acres thereof; that said covenants, provisions and restrictions are "Covenants Real" and run with the land and shall be an encumbrance upon said property to the extend and for the period or periods specifically set forth therein and that these covenants provisions and restrictions cancel and supersede all other covenants, provisions and restrictions affecting said properties which may be now on record, contained in deeds or otherwise in force and effect.

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IN WITNESS WHEREOF, we the undersigned, as owners of the lots, or lot or parts thereof, and parcels of property indicated opposite our names hereinbelow, or as owners of any interests therein by right of dower or otherwise, have hereunto subscribed our names and executed this Declaration of Covenants, Provisions and Restrictions, this 31st day of May 1946.

Signed: The Title Guarantee and Trust Company, by C. H. Barsch, Vice President, with corporate seal. Lots 2, 3, 4, 6, 7, 8, 9, 17, 18, 19, 20, 21 to 31 inclusive, (and other owners of other lots; owner of lot 1 did not sign).

Four witnesses, two as to each signature.

Acknowledged May 31, 1946 by said Company, by said Officer, by authority of its Board of Directors, (and others) in Lucas County, Ohio, before a Notary Public, State of Ohio, (Seal).

Received for record June 1, 1946 and recorded in Volume 1300 of Mortgages, page 108.