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DECLARATION OF RESTRICTIONS

FOR

BINIKER'S COUNTRY TRAIL ESTATES PLAT ONE

This Declaration, made and entered into by Basil B. Biniker, Jr. and Virginia L. Biniker, husband and wife, hereinafter collectively referred to as Developers.

WITNESSETH:

WHEREAS, Developers are the owners of the following described real estate, situated in the City of Toledo, Lucas County, Ohio, viz:

BINIKER'S COUNTRY TRAIL ESTATES
PLAT ONE Lots one (1) through ninety-one (91) inclusive, and

WHEREAS, Developers desire to establish for their benefit and for the benefit of all future owners or occupants of all or any part of Biniker's Country Trail Estates Plat One, certain restrictions with respect to the use thereof.

NOW, THEREFORE, Developers as the owner of such real estate and for the purposes aforesaid, hereby declares as follows:

ARTICLE ONE

Section 1. No dwelling or any addition thereto or any alteration thereof shall be erected, reconstructed, placed or suffered to remain upon said premises, unless nor until the size, location, type, style or architecture, use, the materials of construction thereof, the color scheme therefor, the grading plat of the lot, including the grade elevations of said dwelling, the plot plan showing the proposed location of said dwelling upon said premises and the plans, specifications and details including heating and cooling systems of said dwelling shall have been approved in writing by Developers, its successors or assigns, and a true copy of said plans, specifications and details shall have been lodged permanently with Developers, 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. Said premises shall be used and occupied solely and exclusively for private residence of one (1) family lots, two (2) family lots, four (4) family lots, and multi family lots, as follows:

One (1) family lots to be lots numbers twelve (12) thru ninety-one (91)

Two (2) family lots to be lots numbers three (3), six (6), seven (7), ten (10) and eleven (11)

Four (4) family lots to be lots numbers four (4), five (5), eight (8) and nine (9)

Multi-family lots to be lots number one (1) and two (2).

Section 3. No dwelling shall be erected, reconstructed, placed or suffered to remain upon said premises, nearer the front or streetline 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 Developers, 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 Blinker's Country Trail Estates Plat One, but only with the written consent of Developers.

Section 4. The location of any and all driveways shall be and remain as now established upon said lots, or, if not now established, as shall be determined by Developers 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 lots except as now located or determined in writing by Developers. Complete specifications for construction of driveway shall be submitted to Developers and its approval thereof endorsed thereon in writing. Black top driveways only will be permitted.

Section 5. (a) No portion of the within described premises nearer to any highway or street 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 thereon contained however, shall be construed as preventing the use of such portion of said lots for walks (and drives if otherwise permitted), the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for staturary, fountains and similar ornaments, 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. No fence, hedge, wall, or enclosure of any kind, for any kind, for any purposes, shall be erected, placed or suffered to remain upon said premises, nor shall a hedge, be erected, placed or suffered to remain upon said
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 as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any provision herein contained shall give to Developers or their successors or assigns, or the Association of property owners, the right to (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 Developers or its successors as assigns, or the Association, or its agents, shall not thereby be deemed guilty of any manner or trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either in law or equity, the continuance of any breach.

Section 2. These Restrictions as herein enumerated shall be deemed as covenants and shall run with all the land in Biniker's Country Trail Estates Plat One, and shall be binding upon all persons (whether natural, corporate or otherwise) their heirs, executors, administrators, successors and assigns, who hold any interest whatsoever in said Biniker's Country Trail Estates Plat One regardless of how or in what manner said interest is acquired.

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 provisions, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration of Restrictions.

Section 5. A violation of any of the rules and regulations adopted by Developers or by the Community Association shall be deemed a violation of this Declaration of Restrictions and may be enjoined as herein provided.

Section 6. The rights, privileges and powers herein retained by Developers shall be assignable to, and shall inure to the benefit of its successors and assigns.

IN TESTIMONY WHEREOF, Basil B. Biniker, Jr. and Virginia L. Biniker, husband and wife, have hereunto set their hands this 22nd day of August, 1978.

Basil B. Biniker, Jr.

Two witnesses.

Virginia L. Biniker

Acknowledged August 22, 1978 in Lucas County by all of the above named parties before a Notary Public, State of Ohio, (Seal).

Received for record August 25, 1978 at 4:15 P.M. in Mortgage Record 78-1016D09, Lucas County, Ohio Records.
premises until the written consent of Developers shall having been first obtained therefor, and to be subject to the terms and conditions of consent as to its type, height, width, color, up-keep and general conditions pertaining thereto that said consent may name.

(b) Public sidewalks for any lot sold by Developers in said subdivision shall be installed by and at the sole expense of the then owner of said lot, and shall meet any requirement imposed by public authorities as to construction. The said public sidewalks shall be installed within a reasonable time after conveyance of title by Developers or as soon as may be required by any public agency having authority in that regard.

Section 6. (a) The Developers reserve 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 utility facilities, together with the necessary or proper incidents and appurtenances, in, through, under and/or upon any and all highways and streets now existing or hereafter established, upon which any lot or portion thereof of said premises may now or hereafter front or abut.

(b) All lines for transmission of electric power or telephone service serving individual structures erected on any lot in said subdivision shall be placed underground from the point of distribution at the sole expense of the purchaser of said lot or their heirs, successors, or assigns.

(c) All residences constructed on one (1), two (2), and four (4) family lots as designated in these Restrictions shall be required to use gas for heating purposes, and to be connected to main supply lines as located in Biniker’s Country Trail Estates Plat One. This restriction may be waived in writing as to individual lots at the sole discretion of the Developers, and the waiving of restrictions as to any lot shall not be deemed to be a general waiving of the provisions of this restriction.

Section 7. The Developers reserve to themselves, their successors and assigns, a perpetual easement in, through, under and/or over those portion of the rear and sides of each lot, as shown on the plat of Biniker’s Country Trail Estates Plat One, designated as utility rights-of-way, for the construction, operation and maintenance of electric lights, telephone 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 Biniker’s Country Trail Estates Plat One, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted.

Section 8. No spirituous, vinous or fermented liquors of any kind shall be manufactured or sold, either at wholesale or retail, upon said premises, and 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 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 Developers first having been obtained. The right is reserved by the Developers to erect small structures and place signs on any unsold lot or improvements thereon.

Section 9. 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. The Developers reserve the right to adopt reasonable regulations governing the keeping within any dwelling of domestic dogs, cats, or other household pets, calculated not to become and not becoming a nuisance to the owners or inhabitants of Binkert's Country Trail Estates Plat One.

Section 10. No clothes, sheets, blankets, or other articles shall be hung or exposed on any part of said premises, except in the rear yards, and then only on portable type not higher than seven 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 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. No yard equipment, including power mowers, power shears, and similar equipment shall be used by anyone on Sundays or holidays from May 1st to October 1st of each year prior to ten o'clock A.M.

Section 11. The Developers reserve 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 12. All rubbish and debris, combustible and non-combustible, and all garbage shall be stored in underground containers or stored and maintained in containers, entirely within the garage or dwelling or enclosed in a fenced area. Additional regulations for the storage, maintenance and disposal of rubbish, debris, leaves and garbage may, from time to time be established by the Developers.

Section 13. The Developers reserve 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 owner thereof, any erection, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof as interpreted by Developers and Developers shall not, by reason thereof, be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of Developers 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 thereof or acquiescence in or consent to any continuing, further or succeeding breach or violation thereof and Developers shall at any and all times have the right to enforce the same.
Section 14. No grantee or successor in title shall subdivide or convey less than the whole or any lot without first obtaining the written consent of Developers.

Section 15. In all instances where plans and specifications are required to be submitted to and are approved by Developers if subsequent thereto there shall be any variance in the actual construction and location of any addition, fence, wall, hedge, or roadway, any such variance shall be deemed a violation of these restrictions.

Section 16. Whenever any of the foregoing covenants, reservations, agreements, or restrictions provide for any approval, designation, determination, modification, consent or any other action by Developers, any such approval, designation, determination, modification, consent or any other action by any attorney authorized to sign deeds on behalf of Developers and approved by the written powers of attorney of Developers, 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 90% of said lots in Biniker's Country Trail Estates Plat One the Developers may cause to be incorporated a non-profit corporation under the State of Ohio, to be called "Biniker's Country Trail Estates Plat One" 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 Developers, 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 part of said property shall at all times be maintained subject to such rules and regulations.

Section 3. The Developers may, by an instrument in writing, in the nature of an assignment, vest the association if and when formed, with the rights, privileges and powers herein retained by the said Developers which said assignment shall be recorded in the office of the Recorder of Lucas County, Ohio.

ARTICLE THREE

Section 1. Each grantee of Developers, 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 Developers and the association created or reserved by this Declaration or by Plat of Deed restrictions hereto recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved