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DECLARATION OF RESTRICTIONS
FOR
BINIKER'S COUNTRY TRAIL ESTATES PLAT TWO

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 TWO Lots Ninety-two (92) through One Hundred Sixty-seven (167) inclusive, in the City of Toledo, Lucas County, Ohio.

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 Two, 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 of 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 purposes only, except that Lot Number One hundred Seven (107) shall be used for commercial purposes and offices.

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 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 chochere, 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 Biniker's Country Trail Estates Plat Two, 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
driveways 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 therein 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 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. 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 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, upkeep 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 Two. This restriction may be waived in writing as to individual lots at the sole discretion of the Developers, and the waiving of restriction 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 portions of the rear and sides of each lot, as shown on the plat of Biniker's Country Trail Estates Plat Two, 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 Two, 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 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 of Biniker's Country Trail Estates Plat Two.

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 laundry dryers of a revolving 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 exclu-
sive 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 place 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 con-
tainers 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,
derbris, 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 restric-
tions, 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, reserva-
tions, 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 Two 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 Two '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
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 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 Two, 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 Two 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 October, 1980.

Signed) Basil B. Biniker, Jr.
Virginia L. Biniker

Two witnesses.
Acknowledged October 22, 1980, by said Basil B. Biniker, Jr. and Virginia L. Biniker before a Notary Public, Lucas County, Ohio (Seal).

Received for record December 16, 1980 in Mortgage Record 80-1115A02, Lucas County, Ohio Records.
AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR BINIKER'S COUNTRY TRAIL ESTATES PLAT TWO

THIS AMENDMENT TO DECLARATION OF RESTRICTIONS FOR BINIKER'S COUNTRY TRAIL ESTATES PLAT TWO ("Amendment") is entered into, and hereby amended by two-thirds (2/3rds) or more of, the property owners in said Plat, which was recorded in Volume 89 of Plats, Page 63. In particular, the restrictions affecting the property shown on the Plat are recorded in Mortgage Record 80-111/2.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby amend Section 2 of Article One of said Declaration of Restrictions for Biniker's Country Trail Estates Plat Two dated in 1980, as follows:

1. Section 2 of Article One of said Restrictions is hereby deleted in its entirety, and the following is substituted therefor:

   "Said Premises shall be used and occupied for residential purposes only, which shall include single and multiple family residences, rehabilitation homes and/or group homes, except that Lot No. one hundred seven (107) shall be used for commercial purposes and offices."

2. In all other respects, the original restrictions are hereby ratified and approved.

This document may be signed in counterparts.

Dated as of this 15th day of April, 1998.

Witnesses:

Property Owner:


Print Name: Kathy Liddle

Print Name: Mary Jo Holley

STATE OF OHIO
COUNTY OF LUCAS

Before me personally appeared the above-named VIRGINIA L. BINIKER, widowed and unmarried, who acknowledged to me that she signed this document as her free act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Toledo, Ohio this 7th day of December 1998.

Kathy A. Teal
Notary Public

KATHY A. TEAL
My Commission Expires: 12/26/2000

[continued on next page]
Witnesses:

Property Owner:
Lot Nos. 109, 110, 111, 112, 113, 114, 115:
PARKCLIFFE DEVELOPMENT,
an Ohio general partnership

Joseph E. Spears
Print Name: JOSEPH E. SPEARS

Charles Kresse
Print Name: CHARLES KRESSE

By: Edward J. Fortier, Esq.

And: Wayne H. Fitch

Notary for Owner of Lot Nos. 109, 110, 111, 112, 113, 114, and 115:

STATE OF OHIO 
COUNTY OF LUCAS 

Before me personally appeared the above-named, Joseph E. Spears, and Wayne H. Fitch, who acknowledged to me that they are the duly authorized partners of PARKCLIFFE DEVELOPMENT, an Ohio general partnership, and that they signed this document as their separate and respective free acts and deeds as such partners, and the free act ... deed of ... said partnership, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Toledo, Ohio this 4th day of January, 1998.

Charles K. Reese
Notary Public

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Witnesses:  

Property Owner:  

Lot Nos. 94, 97, 105, 120, 127, 140, 142, and 146:  

ACCESSIBLE COUNTRY TRAILS  

Sign ___________________________  
Print Name: ______________________  
Title: ____________________________  
By _____________________________  
Signature: ________________________  
Title: ____________________________  

Notary for Owner of Lot Nos. 94, 97, 105, 120, 128, 140, 142, and 146:  

STATE OF OHIO )  
COUNTY OF LUCAS ) SS:  

Before me personally appeared the above-named ____________________________, its  
AGENT, and ____________________________, its ________________, who acknowledged  
to me that they are the duly authorized Agent of ACCESSIBLE COUNTRY  
TRAILS, who acknowledged that they signed this document as their separate and  
respective free acts and deeds as such Agent, and the free act and deed of said  
AGENT, for the uses and purposes therein expressed.  

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
at Toledo, Ohio this __________ day of ______________, 1998.  

_____________________________  
Notary Public  

[continued on next page]
Witnesses:

Property Owners:
Lot Nos. 103, 118 and 119:

Sgn. Joseph Espinoza
Print Name: Joseph E. Espinoza

Sgn. Charles A. Hines
Print Name: Charles A. Hines

Thomas L. Butler, Jr.

Notary for Owners of Lot Nos. 103, 118 and 119:

STATE OF OHIO

COUNTY OF LUCAS

Before me personally appeared the above-named THOMAS L. BUTLER, JR. and SANDRA L. BUTLER, husband and wife, who acknowledged to me that they signed this document as their separate and respective free acts and deeds, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Toledo, Ohio this __ day of ___, 1998.

[Signature]

Notary Public

[Seal]

[continued on next page]
Witnesses: Wayne H. Bücher

Property Owners:

Lot No. 108:

Thomas R. Buehler

Wayne H. Bücher

Charles Reese

Notary for Owners of Lot No. 108:

STATE OF OHIO }  ss:

COUNTY OF LUCAS } ss:

Before me personally appeared the above-named WAYNE H. BUCHER, divorced and unremarried, who acknowledged to me that he signed this document as his separate and respective free act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Toledo, Ohio this 26th day of May, 1998.

Charles R. Reese
Notary Public

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Witnesses:  Property Owners:

Signature: [illegible]
Print Name: Karen S. Meyer
Floyd Rufenacht, Jr.

Signature: [illegible]
Print Name: Shelly Swank
Ann Y. Rufenacht

Lot No. 125:

Notary for Owners of Lot No. 125:

STATE OF OHIO  )
COUNTY OF LUCAS  ) ss:

Before me personally appeared the above-named FLOYD RUFENACHT, JR. and ANN Y. RUFENACHT, husband and wife, who acknowledged to me that they signed this document as their separate and respective free act and deed, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Toledo, Ohio this 11th day of __________, 1998.

[Signature]
Notary Public

[Seal]

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Witnesses:

Property Owner:
Lot No. 139:
BASIL B. BINIKER CO.

By Virginia L. Biniker
Title: Partner

And Beatrice B. Biniker
Title: Partner

Notary for Owner of Lot No. 139:
SUE RIOLIX
RECORDER, LUCAS COUNTY, OHIO

STATE OF OHIO
COUNTY OF LUCAS

Before me personally appeared the above-named Virginia Biniker, its
Partner, and Beatrice B. Biniker, Partner, who acknowledged
to me that they are the duly authorized Partners of BASIL B. BINIKER CO., who
acknowledged that they signed this document as their separate and respective free
acts and deeds as such __________, and the free act and deed of said
____________, for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
at Toledo, Ohio this ___ day of ___ , 1998.

KATHY A. TEAL
Notary Public
My Commission Expires: 12/26/2000

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