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.
RESTRICTIONS FOR BINIKER'S INDUSTRIAL PARK
CITY OF TOLEDO, LUCAS COUNTY, OHIO

WHEREAS, BASIL B. BINIKER, JR. and VIRGINIA L. BINIKER, are the owners of the following described property:
Lots number one (1) thru nineteen (19) inclusive in Biniker's Industrial Park in the City of Toledo, Lucas County, Ohio.

NOW, THEREFORE, Basil B. Biniker, Jr. and Virginia L. Biniker, hereby declare that the real property described above shall be held, transferred, sold, conveyed and occupied subject to the protective conditions, covenants, restrictions, reservations and easements hereinafter set forth.

SECTION I
GENERAL PURPOSE OF CONDITIONS

The protective conditions, covenants, restrictions, reservations and easements imposed upon the real property in Biniker's Industrial Park are intended to insure proper use and prompt and appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as would depreciate the value of their property; to guard against the erection thereon of structure built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvements of building sites; to secure and maintain proper setbacks from streets, and adequate open spaces between structures, and in general to provide adequately for a high type and quality of improvement in said property.

A. Accessory Uses. A related and necessary but incidental use to the main use of a building or premises and located upon the same lot or tract.
B. Building Site shall mean any lot, or portion thereof, or two or more contiguous lots or portions thereof, or a parcel of land upon which an industrial building or buildings and appurtenant and accessory structures may be erected in conformance with the requirements of these covenants.

C. Building Line or Lines shall mean the minimum distances which buildings and accessory buildings or any structures of any type or kind located above ground shall be set back from the property or street lines.

D. Grantors shall mean Basil B. Biniker, Jr. and Virginia L. Biniker, their successors and assigns.

E. Improvements shall mean and include a building or buildings, accessory buildings appurtenant thereto, parking areas, loading areas, fences, masonry walls, hedges, lawns, mass plantings and structures of any type or kind located above ground.

SECTION III
GENERAL RESTRICTIONS

A. Uses

1. Within Biniker's Industrial Park, property may be occupied by any of the following uses:

   (a) Contractors' establishments and construction equipment dealers.

   (b) Carting, express or hauling establishments.

   (c) Building material storage and retailing.

   (d) Printing plants, shops or publishers.

   (e) Bottling Works.

   (f) Research Laboratories.

   (g) Repair services or businesses.

   (h) Wholesale warehouses and wholesale establishments.

   (l) Laundries and dry cleaning establishments.

   (j) Any other use permitted under Category M-1 of the Zoning Regulations of the City of Toledo, Ohio.
2. Accessory buildings and use customarily incident to the uses listed in this Article.

3. **Storage.** No materials, supplies, finished products or semi-finished products, shall be stored or permitted to remain on any part of the property outside the buildings constructed thereon, unless such materials are stored in the rear yard and the area in which they are stored is surrounded by a concrete or masonry wall or chain link fence not less than six (6) feet in height.

Fuel oil storage tanks as part of the heating equipment of any establishment shall be permitted only if located underground and in full compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters and at a depth and in a location approved by the Grantors in writing. **Bulk Storage of all liquids, including gasoline or petroleum products on the outside of buildings,** shall be permitted only upon written consent of the Grantors in locations as approved by the Grantors in writing, and subject to compliance with rules and regulations of any governmental agency or agencies having jurisdiction over such matters.

**B. Height of Buildings.**

1. A building may be erected to any height that is not in conflict with any ordinances or regulation of the City of Toledo.

**C. Building Lines.**

1. No fence, masonry wall or mass planting shall be permitted to extend beyond the building lines established on the Plat of Biniker's Industrial Park, except upon written approval by the Grantors.

Landscaped areas shall be developed attractively with lawn, trees and shrubs, according to plans first approved by the Grantor. Landscaped areas shall be properly maintained by the owner.

**D. Parking.**

1. Employee, customer, owner or tenant parking will not be permitted on dedicated streets within the Industrial Park, and it will be the responsibility of property owners, their successors or assigns,
to provide such parking facilities on their property. It shall be the responsibility of the Grantors to determine the amount of off-street parking that shall be provided for any improvement and the Grantors may require the provision of additional off-street parking spaces whenever there is evidence of their need. All parking areas and drives shall be paved with an impervious surface (asphalt or concrete). All parking areas and drives shall be properly maintained by the owner.

E. Advertising Signs

1. Such advertising signs as shall be consistent with provisions of any Ordinance of the City of Toledo, Ohio, dealing with signs shall be permitted on Lots within Biniker's Industrial Park.

F. Waste and Refuse

1. No waste material shall be dumped upon or permitted to remain on any part of the property outside the buildings constructed thereon.

G. Approval of Plans for Improvements

1. No building, structure, or other improvement shall be erected, placed or altered on any building site in said development until the building or other improvement plans, specifications, and plot plan showing the location of such buildings or improvements on the particular building site and the method of treating or disposal of any sanitary sewage have been submitted to and approved in writing by the Grantors. In acting upon the plans and specifications, consideration shall be given to conformity and harmony of external design with existing structures in the development, and to location of the improvements on the building site, to the anticipated use thereof as same may affect adjoining structures, uses, and operations, and as to location of the improvements with respect to topography, grade, and finished ground elevation. The Grantors shall not be liable in damages to anyone so submitting plans for approval or to any owner or owners of land covered by this instrument by reason of mistake in
judgment, negligence or nonfeasance of themselves, their agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans. Likewise anyone so submitting plans to the Grantors for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agree that they will not bring any action or suit to recover for any such damages against the Grantors.

In the event the Grantors failed to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to them, this covenant will be deemed to have been fully complied with.

H. Satisfactory Maintenance.

1. All improved industrial property shall be maintained in a manner that would be normally accepted as good housekeeping in such developments and no debris shall be accumulated upon vacant property, nor shall unsightly or objectionable growth be permitted thereon. Nothing herein shall be construed as prohibiting agricultural usage during the period the land remains undeveloped.

SECTION IV
ENFORCEMENT

The covenants herein set forth and the restrictions and conditions shall operate as covenants running with the land into whoever's hands the above-described property, or any part thereof, shall come, and shall be enforceable at the suit by any and every property owner thereof, by the Grantors by a proper proceeding, either in equity or at law, and each shall have the right to sue for and obtain an injunction prohibitive or mandatory to prevent the breach of or the enforcement or observance of the restrictions above set forth, and the failure of Grantors to enforce any of the restrictions herein set forth, at the time of violation, shall in no event be deemed to be a waiver of the right of the Grantors to do so...
as to any subsequent violation. The violation of these restrictions shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

SECTION VI

GENERAL PROVISIONS

A. **Duration of Restrictions**

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1990, at which time, said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of the owners of seventy-five (75%) percent of the fee simple of the property subjected to these restrictions, based on the number of acres owned as compared to the total area restricted, it is agreed to change said covenants in whole or in part.

B. **Amendment**

Prior to any expiration of these covenants the Grantors may submit a proposal to change or modify any of the regulations or restrictions contained herein for approval by the owners and lessees of all property within the area. Such change shall, however, be necessary or desirable because of unusual or unexpected conditions and the same shall not adversely affect the established character of the development or the major objective of this Indenture. The change or amendment shall become effective only if approved by a seventy-five (75%) percent majority vote of the owners of the property within the Biniker's Industrial Park.

C. **Separability**

Invalidation of any of these covenants or any part thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, Basil B. Biniker, Jr. and Virginia L. Biniker, husband and wife, have hereunto set their hands this 15th day of October, 1980.
Signed: Basil B. Biniker, Jr.
        Virginia L. Biniker

Two witnesses.

Acknowledged October 15, 1980 before a Notary Public,
Lucas County, State of Ohio Seal.

Received for record October 22, 1980 at 1:06 P.M. in
Mortgage Record 80-897D02, Lucas County, Ohio Records.