

CEDAR COVE ASSOCIATION

The Grantor, as a part of the consideration hereof, hereby grants to the Grantee as an appurtenance to the above described lot, the right and privilege (in common with the Grantor so long as it is the owner of a lot or lots in said allotment, its successors and assigns who are owners of lots in said allotment and the licensees and invitees of the Grantor, so long as it is the owner of a lot or lots in said allotment and of said successors and assigns, and in common with all other persons, firms or corporations to whom the Grantor or its predecessor in title may have granted or may hereafter grant like or similar rights) for the Grantee and his invitees and licensees, to drive over the streets in said Cedar Cove Allotment (hereinafter referred to as "said allotment"), and over the Cedar Point Chaussee Road, which streets with the exception of the Cedar Point Chaussee Road, are hereby declared to be private streets for the use only of the owners of the lots in said allotment, their heirs, executors, administrators, assigns, licensees and invitees, for purposes of ingress to and egress from said lot, it being understood that the use of the Cedar Point Chaussee Road is restricted by the deed to the Grantor hereinafter referred to, subject, however to such reasonable rules, regulations and restrictions as may be imposed from time to time, by the Grantor, its successors or assigns, as to all the streets in said allotment and by Grantor's predecessor in title as to the Cedar Point Chaussee Road, and there is hereby reserved to the Grantor, so long as it is the owner of a lot or lots in said allotment, to the successors and assigns of the Grantor who are owners of lots in said allotment and to the licensees and invitees of the Grantor, so long as it is the owner of a lot or lots in said allotment, and of said successors and assigns, the right to drive over the street or streets upon which said lot abuts.

If the above described lot is one of Lot Numbers 60, 61, 62, 63, 65, 66, 67, 70, 71, 72, 73, 74, or 75, the Grantor, as a part of the consideration hereof, hereby grants to the Grantee, as an appurtenance to the said lot, the right and privilege (in common with the Grantor so long as it is the owner of one of said lots, its successors and assigns, who are the owners of one or more of said lots and the licensees and invitees of the Grantor, so long as it is the owner of one or more of said lots and of said successors and assigns, and in common with all other persons, firms, or corporations to whom the Grantor may have granted or may hereafter grant like or similar rights) for the Grantee and his invitees and licenses to use the lagoon in said allotment for boating and other purposes, subject however, to such reasonable rules, regulations and restrictions as may be imposed from time to time by the Grantor, its successors or assigns, and there is hereby reserved to the Grantor, so long as it is the owner of one or more of said lots, to the successors and assigns of the Grantor who are the owners of one or more of said lots and to the licensees and invitees of the Grantor so long as it is the owner of one or more of said lots, and of said successors and assigns, the right to use said lagoon upon which said lot abuts.

TO HAVE AND TO HOLD the above granted and bargained premises and the appurtenances thereof, unto the Grantees, saving, excepting, and reserving from the operation hereof, however, for the benefit of the Grantor, so long as it is the owner of a lot or lots in said allotment and its successors and assigns who are owners of lots in said allotment, the right, which may be assigned, to cross above or below ground, and to use, at all times, the above described lot, with or for telephone and electric lines, water lines, gas lines, sewers, and any other service or utilities, installed or to be installed; provided,

however, that such use shall not interfere with the reasonable use and occupation of the said lot and insofar as is reasonable, all public services and utilities shall cross said lot within the limits of the streets in said allotment. Should the exercise of such right necessitate the opening or altering of the surface of said lot, the Grantor, its successors or assigns, shall restore, at its expense, the surface to the same condition as it was in prior to such opening or altering.

As a part of the consideration of this conveyance and in accepting this conveyance, and in consideration of the incorporation of like covenants in conveyances of other lots in said allotment, the Grantee hereby covenants and agrees with the Grantor for the use and benefit of the Grantor and of every other person who shall or may become the owner of, or have any right derived immediately or remotely from, through or under the Grantor, to any lot of land in said allotment, that this conveyance is made subject to the conditions, covenants, rights, terms, reservations, limitations, agreements, restrictions and easements set forth above and as follows:

1. No dwelling house, garage, outbuilding or any other structure of any kind, nor any addition to or modification of any of the foregoing, shall be constructed, erected or placed on the above described lot without the prior written approval of the plans and specifications and of the location thereof by the Grantor, its successors or assigns and any such dwelling house, garage, outbuilding or other structure and any addition to or modification thereof shall be in keeping with the quality and characteristics of the other buildings in said allotment and shall be maintained and suffered to remain on said lot only in strict conformity to said plans and specifications.
2. No part of any dwelling house, garage, outbuilding or any other structure of any kind, nor any addition to or modification of any of the foregoing, shall be constructed, erected or suffered to remain on the above described lot within 40 feet of the centerline of the existing paved portion of the Cedar Point Chaussee Road or within 25 feet of the centerline of the paved portions of the other streets in said allotment, or within 10 feet of the side line of said lot or, if the above described lot be one of lot numbers one (1) through thirty-six (36) both inclusive, within 5 feet of the rear line of said lot.
3. No building or structure whatever, other than one single, private dwelling house designed and intended for the occupancy of one family only, with garage and other outbuildings appurtenant thereto, necessary for the full enjoyment of one single private residential unit, shall be erected or suffered to remain on said lot and such single, private dwelling house, garage and other outbuildings shall be constructed, erected, located and maintained only pursuant to, and in accordance with, all and a singular covenants and agreements of the Grantee herein contained and not otherwise and said single, private dwelling house shall be substantially completed before construction is commenced on the garage or other outbuildings permitted hereunder.

4. No boat house shall be constructed or suffered to remain on the above described lot.
5. No boat dock shall be constructed or suffered to remain on the above described lot unless said lot be one of lot numbers 37, 38, 39 or 81 through 96, both inclusive, in which event this paragraph shall have no effect.
6. No substance, liquid or thing of any kind except surface drainage water shall be placed, dumped, discharged or emptied into Lake Erie, Sandusky Bay or the lagoon in said allotment.

This conveyance is further subject in all terms, provisions, and restrictions contained in the deed by which the Grantor obtained title to the above described lot, which deed is recorded in Volume 262, Page 519 et seq. Erie County, Ohio Deed Records and is incorporated herein by reference and the acceptance of this conveyance by the Grantee shall be construed to be and is an acceptance of all the terms and conditions in said deed by which Grantor obtained title as aforesaid.

The Grantor, reserves and is hereby granted the right, which may be assigned, in case of any violation or any breach of any of the conditions, covenants, rights, terms, reservations, limitations, agreements, restrictions and easements contained in this deed or in the said deed by which the Grantor obtained title to the above described lot, to enter upon said lot and to summarily abate and remove, at the expense of the Grantee, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof or the provisions of the said deed by which the Grantor obtained title to the above described lot, and the Grantor, or its successors or assigns shall not, by reason thereof be deemed guilty of any manner of trespass for such entry, abatement or removal. A failure of the Grantor, or its successors or assigns, to enforce any of the conditions, covenants, rights, terms, reservations, limitations, agreements, restrictions and easements herein set forth or referred to shall in no event be construed, taken or held to be a waiver thereof or acquiescence in or consent to any further or succeeding breach or violation thereof and the Grantor, or its successors or assigns shall at any and all times have the right, but not the obligation, to enforce the same.

The Grantor reserves and is hereby granted the right, at any time prior to January 1, 1962, to designate the Cedar Cove Association an Ohio non-profit corporation, as the assignee of all of the powers, privileges, duties, rights, obligations and authority reserved or granted to the Grantor herein and upon such designation and assignment by an instrument recorded in the Miscellaneous Records of Erie County, Ohio, Grantor shall be forever released and discharged from all of said powers, privileges, duties, rights, obligations and authority and from all claims and demands that are or could be brought by the Grantee against the Grantor arising out of or incidental to said powers, privileges, duties, rights, obligations and authority.