CARLAND BEACH

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.
Deeds from The Commerce Guardian Trust and Savings Bank, Trustee, conveying lots in said Carland Beach, other than Lot 53 Carland Beach, contain the following recitals:

1. The following restrictions shall be in force throughout said addition for a period of 15 years from January 1, 1922, and shall be binding on each lot in said subdivision and on the successive owners thereof and on the said Grantee, their heirs and assigns:

   (a) All lots in said subdivision shall be used for residence purposes only, excepting Lots numbered 1 and 2 which may be used for business purposes as hereinafter set forth and such lots as may be reserved for the common use as hereinafter provided.

   (b) Excepting on lots designated in the preceding paragraph, no building or structure of any kind shall be erected or maintained on
any of lots 3 to 24 inclusive and Lots 254 and 255 other than a single
residence of not more than two story design, for the use of one family
only and private garage for the sole use of the owner of said premises;
nor on any other lots in said subdivision other than a single residence
of not more than two story design, for the use of not more than two
families and one private garage building for the sole use of the residents
of said premises; but one such residence shall be constructed or
maintained on each lot and the minimum cost thereof shall be as set
forth in the following schedule, said costs to be computed on the original
cost of the residence itself exclusive of furnishings, garage and
improvements on the land itself:

<table>
<thead>
<tr>
<th>Lots numbered</th>
<th>Minimum Cost of Residence</th>
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</thead>
<tbody>
<tr>
<td>3 to 24 inclusive</td>
<td>$4,000.00</td>
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<tr>
<td>244, 255</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>25 to 163 inclusive</td>
<td>2,800.00</td>
</tr>
<tr>
<td>164 to 193 inclusive</td>
<td>2,000.00</td>
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<tr>
<td>194 to 253 inclusive</td>
<td>1,800.00</td>
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<tr>
<td></td>
<td>6,000.00</td>
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<tr>
<td></td>
<td>5,000.00</td>
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<td></td>
<td>4,500.00</td>
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</tbody>
</table>

(c) No building or part thereof, except as herein otherwise
provided, shall be erected or maintained on any part of said Subdivision
nearer to any street than is specified by the building line shown on
the plat of Carland Beach as recorded, (covered porches and bay, bow
and oriel windows, shall be deemed as a part of the main building).

(d) The Grantor reserves the right to grant to such Public
Utility Corporations as it shall deem best, the right to occupy any
part of the rear two feet of all lots in said subdivision, for the
purpose of setting poles, stringing wires and placing other apparatus
and appliances thereon for electric light, heating and power purposes,
telephone service and for such other similar services as may be
deemed by said Grantor to be beneficial to the owners of lots in
said Subdivision.

(e) No building, fence, wall or other structure shall be
erected or maintained on said premises unless the same shall harmonize
with the general plan for the development of said subdivision, and
shall be in accordance with plans and specifications for same, which
shall show the nature, kind, shape, type, material, color scheme and
location of such structure and which shall have been submitted to and
approved, by writing endorsed thereon, by the Grantor, its successors
or assigns, or such other person as it may designate. No temporary
building shall be erected or permitted on said premises. No earth, sod
or gravel shall be removed from any of said lots except such as may be
necessary in building thereon in accordance with the provisions herein
set forth.

(f) No intoxicants shall be sold or kept for sale on any
part of said subdivision.

(g) No outhouse, privy, vault or other receptacle for the
disposal of sewage shall be constructed or maintained on the premises
except septic tanks constructed according to the requirements of
the Ohio State Board of Health, which tanks may be constructed and
used until such time as satisfactory sewer connections are made in
said subdivision.

(h) There shall not be erected, permitted or maintained in
said subdivision any stables, cattle yard or hog pen nor shall hogs,
cattle or any other noxious, dangerous or offensive thing of any character,
whether or not heretofore enumerated, be permitted or retained thereon.

(i) Lots 1 and 2 shall not be subject to the provisions of
sub-paragraphs (a) to (d) inclusive, but shall be subject to such
additional provisions and restrictions as shall be specified by the Grantor in the contract for the sale of or deed for said premises.

Lots numbered 171, 186, 201, 216 and 256 in said subdivision shall be retained by the Grantor, its successors and assigns, for the use and benefit of all of the owners of lots in said subdivision and no building shall be erected thereon except a shelter house or other building, dock or wall for the recreation, and general benefit or protection of the owners of lots in said subdivision. The said Grantor will, upon demand of the owners of a majority of the lots in said subdivision, convey to a corporation to be formed by them, in which corporation under its regulations and by-laws all owners of lots in said subdivision may become members, or to such person, persons, or corporation as Trustee as may be designated by a majority, of the lot owners, which Trustee shall be controlled by the direction of a majority of the owners of lots in said subdivision, all of the Grantor's rights, title and interest in and to the said lots numbered 171, 186, 201, 216, and 256, and will assign, to the said corporation, or Trustee all its rights under this sub-paragraph and the fund herein provided, for the benefit of said lot owners, all without further payment to the Grantor as the owner of said premises. When such assignment has been made, the Grantor shall be released from all further liabilities in respect to said lots held for the common use and on account of the collection and disposal of said fund.

Until June 1, 1923, the Grantor agrees to maintain free of all cost said lots numbered 171, 186, 201, 216 and 256, as a park for the common use and benefit of the owners of said subdivision. Commencing on June 1, 1923, and on the first day of June, of each year thereafter, the owner of each lot in said Subdivision, shall pay to the Grantor or to the Trustee to whom said lots shall have been conveyed as above
provided, the sum of $1.50 per year, as an annual assessment against each lot, to be used for the purpose of maintenance, upkeep, taxes, assessments and other expenses on said lots numbered 171, 186, 201, 216 and 256, and any structures, erected thereon. If the said sum heretofore provided is not sufficient, during any one year, to meet the charges hereinbefore specified, then the said Trustee, its successors and assigns, shall have the right to increase the amount of said annual charge or assessment upon each lot to such an amount as will furnish a fund sufficient to meet the deficit for the preceding years and the expenditures for the year for which the charge or assessment shall be levied.

Fifteen days written notice, of such change in amount shall be given, in writing, mailed to the address of the owner of each lot. The said lots numbered 171, 186, 201, 216 and 256 shall be exempt from the payment of the said charges or assessment herein provided. The Grantor or Trustee shall exercise its discretion and judgment as to the amount of said fund to be expended in connection with each of the purposes for which said fund is collected and its decision in reference thereto shall be binding upon all parties interested. The Grantor does not guarantee the sufficiency of the fund herein provided for the purposes hereinbefore set forth and its liability in respect thereto shall be limited to the payment of its proper share thereof in proportion to the land owned by it from the funds in its hands arising out of the sale of said property.

The said Grantor, its successors and assigns, may at any time resign from the trust provided in this sub-section upon giving thirty days notice, in writing mailed to the last known address of the owner of each lot in said subdivision calling a meeting of the said owners at the office of this Grantor or at some place in the said subdivision, which meeting shall select a successor in said trust by vote of the majority of all of the owners of said lots and the retiring Trustee shall
convey to the new Trustee the said lots numbered as hereinbefore provided.

(j) The Grantor and its successors, shall be under no personal liability on account of any covenant, agreement, provision, restriction or term herein contained or on account of its ownership or holding of the legal title to any property herein set forth and any liability arising from such covenant, agreement, provision, restriction or term or such holding, shall be on the property herein mentioned or the fund heretofore provided and neither the Grantor nor its successors nor the property held by it shall be liable for any act or thing done or omitted to be done excepting its wilful fraud.

2. The Grantee, for themselves, their heirs and assigns, hereby authorize and empowers the Grantor as his agent and in his name at its option to petition the public authorities to install drainage sewer and water mains in said subdivision or any part thereof, and when 60% of the total number of lots in said subdivision shall have been sold or contracted for the Grantor agrees to petition for such improvements for the entire subdivision not previously covered by such petition or improvement. The cost of such improvements shall be assessed against the lots in said subdivision and paid by the owners thereof as are other assessments. But the Grantor shall have the right, at its option to install such improvements itself or by private contract, if the public authorities shall so permit and the cost thereof plus a reasonable charge for supervision, not to exceed 10% of the cost shall be assessed against the lots in said subdivision and paid by the owner of said lot and the Grantee, for themselves, their heirs and assigns covenants that they will pay their pro rata share of said costs—said share to be computed in the same manner as the cost of such improvement would be prorated if made by the public authorities.