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 in the deed from The Locust Point Beach Company to Martin J. Kenevan, dated December 27, 1924, received for record April 20, 1925 and recorded in Volume 90 of Deeds, page 97, conveying the premises in question and other property, as follows:

The grantee herein for himself, his executors, administrators and assigns by the acceptance of this deed, duly executed, hereby covenants and agrees to and with the grantor, its successors and assigns and every person who shall or may become the owner of or have title derived immediately, remotely, from, through or under the said grantor, its successors or assigns, to any lot of land in said Locust Point Beach Subdivision as follows, which covenants shall run with the land, to-wit:

1. The premises herein described shall be used for residence purpose only and no part of said premises shall be used as a public highway or as an easement or right of way for ingress and egress over and across the same to any adjoining premises whether owned by the grantee or some other person unless there shall first have been obtained the consent of the grantor, its successors or assigns.

2. That no building shall be erected on said premises for any use except for a private single dwelling, provided, however, that a garage or boat house may be erected upon said premises for the use of the owner.

3. That no building, nor any part thereof, shall be located nearer than 15 feet to the front line inclusive of the porch on any lot fronting on any street, nor nearer than 2 feet to the side lines of any lot, and on any corner lot no buildings shall be erected nearer than 10 feet to the side street line of said lot; no garage or boat house shall be erected nearer than 10 feet to the side street line of any corner lot. No temporary building of any kind or tent shall be erected or placed on said premises, and that any residence erected on said premises shall cost at least $1,000.00.

4. The grantee herein, his heirs and assigns, shall at all times keep said premises in a neat and clean and presentable condition, and shall not permit any liquor, either spirituous, vinous or fermented, to be manufactured or sold on said premises.
5. No farm animal or poultry of any kind shall be kept or raised on said premises.

6. Prior to installing a regular sewage disposal system, there shall be built in each dwelling or garage a sanitary toilet or a design not in conflict with the health laws.

7. No nuisance or advertising sign shall be erected or suffered to remain upon said premises, nor shall said premises he used in any way and for any purpose which may endanger or unreasonably disturb the quiet of any holder of adjoining land.

The conditions contained in the deed restricting the premises conveyed herein are enforceable by either the grantor, its successors and assigns, and the grantee, his heirs and assigns, and any resulting damage from the violation thereof may be collected by the party aggrieved.
Restrictions in the deed from The Locust Point Beach Subdivision D, Inc., to I. F. C. Corporation, dated June 26, 1954, received for record June 28, 1954 and recorded in Volume 173 of Deeds, page 153, conveying the premises in question and other property, as follows:

As a further, additional and valuable consideration for the above conveyance, it is stipulated, contracted and agreed upon the part of said grantee, for itself and its successors and assigns, that the following covenants, restrictions, reservations and conditions shall apply to all lots and lands contained in the above description from June 1, 1954 to June 1, 1980, and shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the owners of the lots has been recorded in the office of the Recorder of Ottawa County, Ohio, agreeing to change said covenants, restrictions and conditions in whole or in part, provided, however, that at any time during the life of these restrictions, they may be amended in any way and exceptions to the restrictions granted if the owners of seventy-five percent (75%) of the lots in this subdivision sign an instrument approving such amendment or exception:

1. RESERVATIONS: The grantor reserves to itself, its heirs, and assigns, the following:

   a. An easement over, under and through the northerly and southerly eight (8) feet of Lots 1 to 9 inclusive for the purpose of installing and maintaining utilities and drainage facilities, with the right to enter upon said premises to construct, reconstruct and maintain such utilities or facilities.

   b. An easement over, under and through the westerly three (3) feet of Lots 1, 10 and 13 for the purpose of installing and maintaining utilities and drainage facilities, with the right to enter upon said premises to construct, reconstruct and maintain such utilities and facilities.
c. An easement over, under and through the northerly eight (8) feet of Lots 10, 11, 12, 16, 17, 18 and 19 for the purpose of installing and maintaining utilities and drainage facilities, with the right to enter upon said premises to construct, reconstruct and maintain such utilities or facilities.

d. An easement over, under and through the southerly eight (8) feet of Lots 13, 14, 15, 16, 17, 18 and 19 for the purpose of installing and maintaining utilities and drainage facilities, with the right to enter upon said premises to construct, reconstruct and maintain such utilities and facilities.

e. An easement over, under and through the south three (3) feet of Lots 10, 11 and 12 and the northerly three (3) feet of Lots 13, 14 and 15 for the purpose of installing and maintaining utilities and drainage facilities, with the right to enter upon said premises to construct and maintain such utilities and facilities.

2. SET BACK LINES: No buildings shall be constructed or permitted:

   a. Northerly of a line drawn parallel to and fifteen (15) feet southerly from the north line of Lots 1 to 9 inclusive, except utilities.

   b. Within four (4) feet of a side lot line.

   c. On Lots 10, 11, 12, 16, 17, 18 and 19 northerly of a line drawn parallel to and fifteen (15) feet southerly from the northerly line of said lots.

3. MEMBERSHIP IN GRANTOR CORPORATION:

   a. Each lot owner in Locust Point Beach Subdivision D upon becoming an owner of a lot in said Subdivision shall automatically become a member of Locust Point Beach Subdivision D, Inc., and shall be entitled to cast one vote for each lot owned by him at any regularly called meeting of said corporation.

   b. Each lot owner by accepting conveyance of a lot in Locust Point Beach Subdivision D agrees to abide by the rules and regulations adopted by said Locust Point Beach Subdivision D, Inc., and to pay the maintenance charges levied by said corporation.

4. WATER WELL: The owners of Lots 1 to 19, inclusive, in said Subdivision are granted the privilege and easement to use the water well in said subdivision, in common with the other owners in said subdivision D, subject to the reservations herein, charges hereby set forth and the rules and regulations of the grantor, its successors and assigns.
5. **STREETS, WAYS AND BEACH:** The owners of Lots 1 to 19 inclusive are granted the privilege and easement to use the streets, ways and beach in said subdivision, in common with others, subject to the charges hereinafter set forth and the rules and regulations of the grantor, its successors and assigns.

6. **MAINTENANCE CHARGES:** The grantor, its successors and assigns, reserves the title to the street, ways, septic tank, beach and water well in said subdivision and reserves the right to levy maintenance charges upon each lot to pay the cost of construction, maintenance, reconstruction, operation, repair and expenses of said streets, ways, beach, water well and septic tank, provided, however, that said maintenance charges shall be levied at a regularly called meeting of said corporation and upon a majority vote of those members attending such meeting, and, provided further, that no lot will be assessed for the water well or septic tank unless such lot is or will be tapped into said well or septic tank.

The grantor reserves the right to specify which lots shall use the septic tank and water well.

Upon the maintenance charges being levied at a regularly called meeting of grantor corporation such charges shall become due and payable on January 1st of the year following such levy upon mailing by U. S. Mail of notice of the amount of such charge to each lot owner at the address listed in the books of the corporation. Said charges shall be a lien upon the lot against which they are levied until such charges are paid.