RENO-BY-THE-LAKE
PLAT 4

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.
KNOW ALL MEN BY THESE PRESENTS: That, WHEREAS, Reno Beach Amusement Company, is a Delaware Corporation, qualified to do business in Ohio, and having its principal place of business in Lucas County, Ohio, and for convenience is hereinafter designated "Company", and

WHEREAS, the Company owns land located in Sections twenty-nine (29), thirty (30), thirty-one (31) and thirty-two (32) in Jerusalem Township, Lucas County, Ohio, known as the 427 Acre Tract, part of which it has caused to be platted and filed for record as Reno-By-The-Lake Plat IV, and

WHEREAS the Company has developed and improved those parts of said tract covered by said Plat hereinbefore described, and it intends to further develop and improve said parts of said tract and to open up and lay out the streets, roads and ways shown on said Plat as recorded, and it is desirous of subjecting all of the said parts of said tract covered by said Plat to certain covenants, agreements, easements, restrictions, provisions, conditions and charges as hereinbefore set forth, and

WHEREAS the Company has recorded Plats and Deeds similar to this Deed, covering parts of said tract, and known as Reno-By-The-Lake, Plat I and Reno-By-The-Lake, Plat II, and Reno-By-The-Lake Plat III, and the Company desires and intends hereinafter to develop and improve the remaining parts of said 427 Acre tract in a manner similar to the parts covered by the said Plats and to make the development of all of said 427 Acre tract correspond in a general way to the plan hereinbefore set forth by recording Plats similar to the Plats hereinbefore referred to and Deeds similar to this Deed, and

WHEREAS The Commerce Guardian Trust & Savings Bank is an Ohio Corporation having its principal place of business in the City of Toledo, Lucas County, Ohio, and for convenience is hereinbefore designated "Bank", and

WHEREAS said Bank has signified its willingness to accept the title to the property herein described subject to the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinbefore set forth for the purpose of making the same benefit and bind alike the Company, its successors and assigns, the Bank, its successors and assigns, and all others who may hereafter be or become purchasers of all or any part of said land contained in said Reno-By-The-Lake, Plat IV, and also benefit and bind all the lots and lands included in said Plat and Bank has agreed thereafter to convey to purchasers the lots and parcels laid out in said Plat, subject to the said covenants, agreements, easements, restrictions, provisions, conditions and charges...

NOW, THEREFORE, this deed and agreement WITNESSETH:

That in consideration of the premises and the sum of One Dollar (1.00) and other valuable considerations to it paid by the Bank, the receipt whereof is hereby acknowledged and in consideration of the performance of all of the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinbefore and heretofore set forth, the Company does hereby Bargain, Sell and Convey unto the said The Commerce Guardian Trust & Savings Bank, its successors and assigns forever, all of the real estate located in Jerusalem Township, Lucas County, Ohio, described as follows:

All of the Lots in Reno-By-The-Lake, Plat IV, as shown on the Plat thereof, recorded in Volume 40, pages 19 and 24 of the Records of Plats of Lucas County, Ohio, together with the privileges and appurtenances to the same belonging.

TO HAVE AND TO HOLD the said premises to the said The Commerce Guardian Trust & Savings Bank, its successors and assigns forever, subject, however, to and upon the covenants, agreements, easements, restrictions, provisions, conditions and charges hereinbefore set forth which it is hereby covenanted and agreed shall benefit and be binding upon the Company, its successors and assigns and shall benefit and be binding upon the Bank, its successors and assigns and shall benefit and be binding upon all the lots and lands included in the said Reno-By-The-Lake "Plat" IV and upon the owners of each of said lots; the Company
hereby covenanting that the title so conveyed is free, clear and unencumbered except as hereinafter stated and that it will warrant and defend the same against all claims whatsoever excepting only the covenants, agreements, easements, restrictions, provisions, conditions and charges following:

ARTICLE I

General Provisions and Definitions

The following covenants, agreements, conditions, provisions, easements, restrictions, and charges have been adopted by said Company in pursuance of a general plan for the better and uniform improvement and benefit of all the property heretofore described and for the benefit and protection of all the persons who now are or may hereafter become owners thereof.

The word "restriction" or "restrictions" as hereinafter used shall be held to include and mean the covenants, agreements, conditions, provisions, easements, restrictions and charges herein set forth.

The Company shall have the right to construe and interpret these restrictions and its construction or interpretation in good faith shall be final and binding as to all persons or property benefited or bound by such restrictions.

In all cases these covenants, agreements, conditions, provisions, easements, restrictions and charges shall be given that interpretation or construction which will best tend toward the consummation of the general plan aforesaid and toward their strict enforcement, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

No covenants, provisions, conditions, restrictions, or recitals in any subsequent deed or deeds for said property shall have the effect or enlarging or diminishing or in any way affecting or placing a construction upon any of said restrictions, except as they may be made under Articles III, XIII and XVI of this deed.

All the restrictions herein contained shall be construed together, but, if it shall be held that any restriction or any part of any restriction is invalid or unenforceable, no other restriction or restrictions or any part thereof shall thereby be affected or impaired.

All the restrictions herein set forth are made and created in consideration of the benefits to accrue to all the premises heretofore described and to the parties to this deed and to all persons who may be or become owners of any of said premises, and are also made and created on and for the cash consideration herein named, and said restrictions shall always be conclusively deemed to have a substantial value and no proof to the contrary shall be permitted.

No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions, but they shall only be extinguished or terminated by the expiration of the time mentioned in Article XIII hereof or by the action and in the manner provided in Article XVI of this Deed.

The word "street" as used herein is intended to mean any street, highway, or other thoroughfare shown on said Plat or hereafter laid out in said Tract, whether designated as a street, avenue, road, place, lane, alley, pathway, or otherwise.

A "front street" shall, as to any lot except a corner lot, be deemed the street, not less than twenty-five (25) feet in width, upon which the particular lot abuts. A corner lot shall be deemed to front on the street, not less than twenty-five (25) feet in width, upon which it has its smallest frontage, except in cases where the Company shall designate in this Deed, or the Bank shall designate in any deed hereafter made by it, conveying any corner lot, the street on which such corner lot shall thereafter be considered as fronting.

The word "building" as used in this Deed is intended to mean either a detached building or a block of two or more attached buildings.

The word "plot" as used in this Deed, is intended to mean any place or parcel of land on which, in accordance with the provisions hereof or of any deed from the Bank hereafter transferring title thereto, the owner shall have the right to erect a single building or a single block of buildings. A plot may consist of
a single lot or of more or less than a single lot.

The words "Tract", "Tract of Land" or "27 Acre Tract" as used in this Deed are intended to mean all of the land heretofore owned by the Company, comprising a tract of 27 Acres located in Sections twenty-nine (29), thirty (30), thirty-one (31) and thirty-two (32) in Jerusalem Township, Lucas County Ohio, part of which land has been platted and is included in this deed.

The words "Reno-By-The-Lake", "Plat of Reno-By-The-Lake", "Reno-By-The-Lake, Plat IV", "Platted Land", or "Plat", as used in this Deed, are intended to mean all of the land shown on and included in the plat filed for record as heretofore stated and known as Reno-By-The-Lake, Plat IV, and do not include any other or additional or contiguous land.

ARTICLE II

Nuisances

There shall not be erected, constructed, suffered, permitted, committed, maintained, used, or operated on any of the land included in said Plats any nuisance of any character.

Any stable, cattle yard or pasture, hog pen or privy vault, or any form of privy, or any vault, cesspool, catch-basin or other receptacle for the collection or storage of liquid or other waste matter other than the underground storage of automobile fuel and sewage tanks, constructed according to Article IV hereof shall be conclusively deemed to be a nuisance.

Any plant, manufactory, works, shop, store, establishment or structure for the purpose of carrying on any trade or business whatsoever, shall be conclusively deemed to be a nuisance, provided, however, that with the written permission of the Company such classes of business as the Company may deem inoffensive may be conducted, and structures erected and maintained thereon on such lots as may be designated by the Company as hereinafter stated.

Any house or houses of ill fame or any place or places conducted contrary to the laws of the State of Ohio or the regulations of any subdivision thereof applicable to the property in question shall be conclusively deemed to be a nuisance.

Any live hogs, cattle or other live stock (except poultry properly penned and except dairy animals used by the Company during the development and maintenance of the property) shall be conclusively deemed to be a nuisance.

Any cemetery, graveyard, jail, penitentiary, house of correction, workhouse, reformatory, house of detention, hospital, asylum, "Sanitorium" or institution of like or kindred nature shall be conclusively deemed to be a nuisance, provided, however, that with the written permission of the Company, hospitals or "Sanitoriums" of such nature as the Company deems inoffensive, may be conducted and structures erected and maintained thereon on such lots as may be designated by the Company in the manner hereinafter stated.

No signs of any character shall be erected, posted, posted, or displayed upon or about any lot in or part of said Plat without the written permission of the Company, and it shall have the right in its uncontrolled discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

If there shall be any nuisance of any character erected, constructed, suffered, permitted, committed, maintained, used or operated on any part of said Plat, whether public or private, whether heretofore described or not, such nuisance shall be forthwith abated upon notice or demand to that effect from the Company, and upon failure so to do, the Company or any owner or occupant of land in said Plat may summarily abate such nuisance, using such force as may be
necessary and entering upon such land as may be necessary for the purpose, and neither the Company nor its successors or assigns, or any owner or occupant shall be liable for damages in any action or suit, but shall be entitled to be paid by and may recover from the owner of the land on which such nuisance was committed, all the cost and expense, including attorney fees, incurred or expended in abating such nuisance.

The determination by the Company, its successors or assigns, as to what constitutes a nuisance within the meaning of this Article shall be conclusive and binding, and no owner of land, and no other person, shall be entitled to any injunction to prevent the Company from determining whether or not a breach of this covenant has taken place or to enjoin the abatement thereof.

ARTICLE III

Use of Land

The land included in said Plat, except as hereinbefore or hereinafter provided, shall be used for private residence purposes only.

No building or buildings of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, or dwellings designed and constructed for use by a single family, and private garages for the sole use of the respective owners of the lots upon which the garages are located, which buildings shall meet all of the requirements and restrictions set out in Article VII hereof.

Buildings to be used for schools, churches, libraries, art galleries, museums, hotels, apartment houses, block of buildings, connected dwellings, flats, double houses, clubs, garages to be used by more than one owner, and studios, or buildings for recreational, educational, religious, or philanthropic purposes or uses, bath houses, piers, and concessions to be controlled by the Company, and drainage and sewage pumping stations may be erected or maintained in locations approved by the Company.

Buildings may be erected, maintained, or used for business purposes only in such locations as may be approved by the Company.

No building or buildings shall be erected, maintained, or used for any of the purposes mentioned in the two immediately preceding paragraphs of this Article (except by the Company) unless and until there shall have been filed for record in the office of the Recorder of Lucas County, Ohio, a deed, or other instrument in writing, executed and acknowledged by the Company approving the location and fixing, specifying, limiting and restricting the use to which such building or buildings may be put, or the business which may be conducted therein, but in all cases subject to the provisions of Article II of this Deed and Agreement. Articles V and VI of this Deed and Agreement shall not apply to a business building erected in accordance with the provisions of this Article, except to the extent required or specified in the deed or instrument in writing from the Company, authorising the use of the land for business purposes.

No intoxicating liquor shall be sold or offered for sale either at wholesale or retail on said premises.

ARTICLE IV

SEWAGE

No cut house, privy vault or other receptacle for the disposal of sewage shall be constructed or maintained on the premises excepting septic tanks constructed according to the requirements of the Ohio State Board of Health (now specified in a pamphlet issued by said Board entitled "Sewage Disposal for Residence").

ARTICLE V

Set Backs

No building or part thereof, except as hereinafter provided, shall be erected or maintained on any part of said Plat closer to any street than is specified by the Set Back lines shown in the plat as recorded.
Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas, but in no case so as to be unsightly.

Covered porches and bay, bow and oriel windows shall be deemed a part of the main building and shall not encroach on any part of such restricted areas.

Each garage shall be placed at the rear of any plot unless it be made a part of or be attached to or connected with the main building on the plot. Any garage so connected with the main building shall be deemed a part thereof and shall not encroach on any of the restricted areas.

Hedges, shrubbery and plantings on the front or sides of plots having street frontage shall be set back at least three (3) feet from said lines.

The Company shall in all cases have the right to say and determine which are the front, side and rear lines of any plot, and also the amount of the set back from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding.

ARTICLE VI
Open Spaces Between Building

Free or open spaces shall be left on every plot built upon, on both sides of every building erected thereon, which free or open spaces shall extend the full depth of the plot and shall be in addition to and independent of any free or open spaces pertaining to or required for any other building or any other plot.

No part of any building, except as hereinafter provided, shall encroach on these free spaces.

The aggregate width of such free and open spaces required on both sides of any building shall be not less than forty per cent (40%) of the width of the plot, nor in any case less than sixteen (16) feet, and the minimum width of such free or open spaces to be left on either side of any such building shall be not less than five (5) feet, and the width of an irregular shaped plot shall, for the purpose of this restriction, be specified by the Company.

Steps, uncovered porches and terraces, no part of which is more than three (3) feet above the level of the first floor of the building, may be built and maintained on any part of such restricted areas, but in no case nearer than five (5) feet to the side lines of any plot.

Covered porches and bay, bow or oriel windows shall be considered part of the building and shall not encroach upon free or open spaces.

Garages located at the rear of any lot shall not be subject to the provisions of this Article.

If the width of any building, by reason of its irregular shape or otherwise, or if the location of the free or open spaces required herein in relation thereto, be uncertain, the Company may in all such cases determine what is to be deemed the width of such building and the location of such free or open spaces, and the decision of the Company in respect thereto shall be final.

ARTICLE VII
Buildings

No dwelling house shall be constructed or maintained on any plot in said Plat situated on Lake Erie, whose original cost shall be less than Thirty-Five Hundred ($3500.00) Dollars, nor any plot in said plat fronting on Lakeway Drive, whose original cost shall be less than Twenty-Five Hundred ($2500.00) Dollars; nor any plot in said plat fronting on Beach Park Drive and also including lots numbered 1162, 1163, 1321 and 1322, whose original cost shall be less than Two Thousand ($2000.00) Dollars; nor any plot in said plat fronting on the Oakley River, Oakley Boulevard and also lots numbered 1422 to 1427 both inclusive, and lots numbered 1175, 1176 and 1133, whose original cost shall be less than Fifteen Hundred ($1500.00) Dollars; nor any other plot in said plat, whose original cost shall be less than One Thousand ($1000.00) Dollars. Said costs shall be computed on the original cost of the house itself, exclusive of
general use of owners of land included in said Plat, and except land taken or
sold for public improvements or uses, shall be subject to an annual maintenance
and emergency charge as follows:

On each beach lot Ten Dollars ($10.00); on each of the other lots in said
Plats, Six Dollars and Fifty Cents ($6.50).

Commencing on January 2, 1921, and on the second day of January of each year
thereafter, each owner of property in said plats shall pay to the Company, in
advance, the maintenance charge against his property.

Thirty per cent (30%) of such payments shall be used by the Company to
create and continue an Emergency Fund to be used as hereinafter stated, and the
remainder of such payments shall be used to create and continue a Maintenance
Fund to be used as hereinafter stated.

The Annual charge may be adjusted, increased or reduced from year to year
by the Company as the needs of the property may, in its judgement require.

The Company agrees to pay into said fund the annual charge on all lots in
said plat owned by it and the Bank on January 2nd, of each year, beginning with
the year 1921.

The Company agrees to apply the total amounts credited to said Maintenance
Fund as far as the same may be sufficient towards the payment of the so-called
maintenance expenses incurred, for the following purposes:

For the payment of any taxes which may accrue on land held for the common
benefit;

For lighting, improving and maintaining the streets, maintained for the
general use of the owners and occupants of land included in said plat, including
all grass and planted areas within the boundaries of such streets;

For operating and maintaining any storm-water drains, land drains, ditches,
lagoons and dykes new or hereafter constructed in said tract that are not or will
not be under the direct supervision of the state or county; said maintenance to
include the expense of pumping, ordinary repair and care of said drains, ditches,
lagoons, dykes and the equipment therefor;

For cleaning beaches in said Plat, including that portion of said beaches
reserved to common use but owned by individual owners;

For building and maintaining dykes, break-waters, piers, piling, abutments,
and other structures for the protection of the shore line of said tract;

For collecting and disposing of garbage, ashes and rubbish;

For employing policemen and watchmen and for fire protection;

For caring for vacant and unimproved land included in said Plat on which
said Maintenance Charge is being paid, removing the grass and weeds therefrom,
and doing all other things necessary or desirable, in the opinion of the Company,
to keep the property neat and in good order, or, which in the opinion of the Com-
pany, may be of general benefit to the owners or occupants of the land included
in said Plat;

The Company agrees to apply the sums paid into the Emergency Fund as far as
the same may be sufficient towards the payment of the so-called emergency ex-

For any purpose which may arise demanding immediate action for the common
protection of the owners of land in said Plat or in said tract.

In case the emergency fund shall be insufficient to meet the expenditures
made necessary by any of the foregoing causes, the Company shall have the right
furnishings, garage (unless the same shall be a part of the house), and improvements on the land itself.

No dwelling house shall be constructed or maintained which shall have fewer than four rooms, exclusive of bath rooms, closets, unfinished attic, cellar and garage.

No dwelling house shall be constructed, maintained, or allowed to become unpainted, unsightly or in a dangerous condition.

Any violation of the covenants of this section may be abated by the Company as a nuisance as provided in Article II hereof, after thirty days' written notice, delivered or posted on the premises by the Company.

No building other than dwelling houses and private garages as above specified shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, until the plans and specifications for the same be approved by the Company, and the Company shall have the right to require to approve any such plans or specifications which are not suitable or desirable in its opinion, for aesthetic or other reasons.

ARTICLE VIII

Easements

Easements and rights of way are hereby expressly reserved by the Company in, upon and over the front and rear five (5) feet and three (3) feet on each side of each lot shown on said Plats, and also in, upon and over the strips of land indicated as reservations, common ground, rights of way, streets, lanes and paths for the following purposes:

For the erection, construction and maintenance of poles, wires and conduits and the necessary or proper attachments in connection therewith for the transmission of electricity and for telephone and other purposes.

For the construction and maintenance of storm-water drains, land drains, ditches, lagoons, public and private sewers, pipe lines for supplying gas, water and heat and for any other public or quasi-public utility or functions conducted, maintained, furnished or performed by or in any method beneath the surface of the ground.

The Company shall have the right to enter and permit others to enter upon said reserved strips of land for any of the purposes for which said easements and rights of way are reserved.

The Company shall have the right to enter and permit others to enter upon any property abutting upon the shore of Lake Erie for the purpose of erecting, constructing and maintaining, break-waters, piers, abutments, and for any and all purposes necessary or proper for the protection of the shore line of said premises, and shall have the right to erect and maintain the same on any part of the property abornisaid without liability to the owners of said property if the Company shall, in its discretion, deem the same necessary for the protection of any part of the land covered by this deed or of the land included in said 427 Acre tract, but the Company shall not be obligated to erect such break-waters, piers, or abutments except as herinafter provided and neither the Company nor the Bank shall be deemed to have made any representations or warranties as to said shore line or lake, each purchaser hereunder being familiar with the said lake, its tendencies and action upon the tract covered by this deed.

The Company reserves an easement for the benefit of all owners of lots in said Plat for bathing, boating, recreation and similar purposes over the strip of beach along the entire water front of said Plat, lying adjacent to the water line of Lake Erie and for a reasonable distance back therefrom (said distance to be determined by the Company), the title to said strip to remain in the respective owners of the lots abutting on said beach, but said strip to be open at all times to all owners of land in said plat for bathing, boating, recreation and similar purposes as specified in Article IX hereof, and no owner or other person without the written permission of the Company shall erect, construct or maintain any fences, dock, pier, wall or other structure on or along said strip of beach nor in the lake along said water front which will in any way obstruct the free passage of any owner of land in said tract over said strip and along the water front in the lake.
No owner of any of the lots shown on said Plat shall have the right to reserve or grant any easements or rights of way in, upon or over any of the lots in said Plat without the written consent of the Company.

ARTICLE IX

Streets, Parks and Beaches

It is expressly agreed that nothing herein contained or indicated or expressed on said plat shall constitute a dedication of any street, road, way, lane, path, alley, easement, right of way, park, beach or common ground herein referred to or shown on said plats, but the title to all property so shown, designated or described, is expressly reserved to the Company, and neither this deed, nor any deed hereafter made by the Company or the Bank or their successors or assigns, conveying any of the lots in said tract, shall be held to convey the title to or to dedicate the bed of any land covered by any street, road, way, lane, path, alley, easement, right of way, park, beach or common ground, except it shall be so stated expressly in such deed.

The Company hereby gives and grants to each owner hereafter acquiring title to any of the land included in said plats, the right to such use of the streets shown on said plats as may be necessary for reasonable and convenient ingress and egress to and from the land belonging to such owner.

The Company hereby gives and grants to each owner, as aforesaid, the right to use in common with other owners such portions of the beach along Lake Erie as may be indicated on said plat as parks, and also the strip of beach adjacent to the water line of Lake Erie and for a reasonable distance back therefrom (said distance to be determined by the Company) along the entire water front of said Plat, for bathing, boating, recreation and similar purposes, and the right of free passage along said water front subject only to the piers, breakwaters and jetties necessary to protect the land from the action of the Lake, as herein provided.

But subject to such uses by said owners, the title to both the surface and beds of all said streets, ways and parks, shall remain in the Company, and the Company shall have the right to use and occupy the same or to allow others so to do in any manner that does not materially interfere with said uses of ingress and egress and for bathing purposes, and the Company further expressly reserves the exclusive right to grade, change the grade or regrade, change the location of, close or partly close any street or private lane or way shown on said Plat, but no change of location on closing shall be made that will materially interfere with the said right of convenient ingress and egress to and from, or take any portion of any lot sold or conveyed by the Company prior to such change of location or closing.

The Company reserves the right to close streets, benches and parks or otherwise interrupt the use of the same by the public so as to prevent the public from acquiring any rights or easements.

The Company reserves the right to use and occupy or allow others to use and occupy any park or parks or common grounds for any purposes or in any manner that does not materially interfere with the use thereof by owners of lots.

The Company reserves, however, the right to dedicate, sell or lease to public use and the right to convey to any public authority or to any incorporation having power to acquire the same, all its right, title and interest in and to any street, park, beach owned by the Company, or common ground, or any right or easement therein.

The Company reserves the right to consent to the use of any street, road, way, lane, path, alley or park in said plat for street railway purposes, and no owner shall consent to the use of a street, road, way, lane, path, alley or park for street railway purposes, unless the Company shall first consent.

ARTICLE X

Maintenance and Emergency Charges

All the lots included in said Plat, whether owned by the Bank, the Company or by others, except streets, ways, parks, beaches and lots maintained for the
to levy and collect a special emergency assessment on all of the property in said tract in the same manner and proportion as the original assessment shall have been levied, in such amounts as the Company may deem necessary to meet the said emergency. Said special emergency assessment shall be payable at such time as the Company may deem necessary, and shall be a lien on the land in the same manner as other assessments.

The Company shall order to supervise or do all the work, and furnish all materials, property payable out of the Maintenance and Emergency Funds and shall charge therefor the cost of such labor, service and materials and a commission of fifteen (15) per cent of the expenditures.

The Company shall have a lien on all the lots in said Plat to secure the payment of Maintenance and Emergency Charges due and to become due, and said lien shall be superior to all other liens, and the record owners of such lots shall be personally liable for all Maintenance and Emergency Charges.

Upon demand the Company shall furnish to any owner or mortgagee or person interested, a certificate showing the unpaid Maintenance and Emergency Charges against any lot or lots.

The Company may, in its discretion, waive in writing for limited periods of time, the liens of the Company against any lot or lots for the benefit or better security of a mortgage, but in case of any such waiver, the Company shall be responsible for the prompt payment of the charges against such land, so that the Funds shall not thereby be impaired or additional expense fall on other owners.

When and as the property contained in the 427 Acre Tract is platted, the Maintenance Funds of all the property platted shall be treated as a single Maintenance Fund and the Emergency Funds as a single Emergency Fund. From said Maintenance Fund shall be paid such proportion of the total cost of maintaining the lagoons, ditches, drains, dykes, pumps, breakwaters, piers, piling and abutments used to protect all of said 427 Acre Tract, as the total acreage of the property so platted bears to the 427 Acres. From said Emergency Fund shall be paid a like proportion of the total cost of replacing dykes, breakwaters, piers, piling, abutments, lagoons, engines and pumping plants, used in protecting the said 427 Acre Tract as a whole.

The Company agrees to pay for the unplatted land in said 427 Acre Tract such proportion of the maintenance cost specified in the preceding paragraph as the acreage unplatted bears to the said 427 acres; and, further, to pay a like proportion of the emergency expense specified in the preceding paragraph.

ARTICLE XII
Right to Abate Violations

Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Company, in addition to all other remedies, the right to enter upon the land upon or as to which such violation or breach exists, and summarily to 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; and the Company shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

ARTICLE XII
Right to Enforce

The provisions herein contained shall run with and bind the land and shall inure to the benefit of and be enforceable by the Company, the Bank or the owner of any land included in said Plat, their respective legal representatives, heirs, successors and assigns, and failure by the Company, the Bank or any landowner, however long continued, to object to any violation, or to enforce any restriction, condition, covenant or agreement herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same branch or as to one occurring prior or subsequent thereto.
ARTICLE XIII

Duration of Restrictions

All of the restrictions, conditions, covenants, charges, or covenants and agreements contained herein shall be in perpetuity, except the provisions contained in Articles III, IV, V, VI, VII, X, XI and XVI, which shall continue in force only until January 1, 1947, but which, in whole or in part, may be extended for a period of twenty-five (25) years from that date and thereafter for successive periods of twenty-five (25) years, provided that prior to January 1, 1947, and prior to the expiration of each extension, appropriate instruments in writing consenting to such extension shall be filed for record, signed, executed and acknowledged by the Company and by the owners (not including mortgagees) of not less than two-thirds in area of the land, subject to maintenance charges, included in said Plat exclusive of streets and parks intended for the general use of the owners of land included in said Plat.

ARTICLE XIV

Acceptance of Trusts

The Company hereby accepts each of the trusts, duties and obligations imposed upon it by this Deed and Agreement, and agrees to discharge the same without charge for its services, except that for the collection and disbursement of the Maintenance Fund and the Emergency Fund provided for in Article X hereof and for all overhead and office expenses, and for the use of all hand tools in connection with the work to be done in applying said Funds the Company shall be entitled to charge fifteen (15) per cent of the amount of all expenditures made by it from said Fund, including in such expenditures payment to the Company at current market prices for labor and materials furnished and work done by it.

The Company shall exercise its discretion and judgment as to the amount of said Funds to be expended in connection with each of the purposes for which said Funds are collected, and its decision in reference thereto shall be binding upon all parties interested.

The Company does not guarantee the sufficiency of the Funds provided for in Article X hereof 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 and the Bank, and liable therefor.

The Company shall not be or become liable to owners or other persons for any act or thing done or omitted in good faith in or about the performance of terms, covenants, agreements, provisions and restrictions in this Deed, and it shall be liable only for acts or things done or omitted to be done in bad faith, or for its gross negligence, and any liability which may otherwise accrue against the Company as owner of any part of said premises which are held for the common benefit, shall be deemed an emergency expense and shall be paid out of the Emergency Fund.

It is understood and agreed by the Company and the Bank and all purchasers of any portion of said Plat that all parties who are or may become interested in any portion of said Plat are familiar with Lake Erie and its action on the property in question and that neither the Company nor any of its successors in title make any representations or warranties as to the land in question or the operation of the Lake on the same, and no damage to any private property by said Lake or the elements shall be charged to the said Emergency Fund nor to the Company nor the Bank nor their successors in title.

The Bank, in accepting title to the property herein described, assumes no liability for any of the charges or assessments herein provided, nor shall it be liable for the enforcement of restrictions, nor for any representation, warranty, duty, charge, loss, tax or any liability arising out of this deed and agreement, or out of the ownership of said land, nor for any acts of the Company, or of any lot owner or other person, nor shall it be liable for any loss or damage arising from the overflow or action of the waters of Lake Erie or the elements nor for the insufficiency or use or misuse of Maintenance or Emergency Funds, but shall be liable only for its own acts of gross negligence or wilful neglect.
ARTICLE XV

Right to Assign

Any or all of the rights and powers, maintenance charges, titles, easements, trusts and estates reserved or given to the Company in this Deed may be assigned to any one or more corporations or associations, public or private, that will agree to assume said rights, powers, duties and obligations and carry out and perform the same.

If at any time the owners of a majority of the lots in said Plat shall cause to be incorporated under the laws of the State of Ohio, a corporation with appropriate powers, in which corporation under its regulations and by-laws owners of lots in said Plat may become members, and whose membership is limited only to such lot owners, and which by its regulations and by-laws shall afford to all said lot owners a voice in the management and control of its affairs, according to the number of lots owned by each; the Company or any corporation to which the Company has as hereinbefore provided transferred the same, may, upon demand of the owners of a majority of the lots in said Plat, convey to such corporation the rights, powers, titles, easements, estates, lines and charges aforesaid.

Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Company, the Company thereupon being released therefrom and from all further liabilities.

ARTICLE XVI

Right to Modify

The Company hereby expressly reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements, easements, restrictions, provisions, conditions and charges herein contained by an instrument in writing signed and acknowledged by the Company and by a majority in number of the owners of lots in said Plat.

The right is hereby expressly reserved by the then owners as to any other land included in said Plat, to annul, waive, change, enlarge or modify any of the covenants, agreements, easements, restrictions, provisions, conditions and charges herein contained by an instrument in writing signed and acknowledged by the Company and by a majority in number of the owners of lots in said Plat.

The Company expressly reserves the right in its absolute discretion to treat this Plat, and any other adjoining or nearby tracts having the same or similar restrictions, as a single tract, so far as it may consider proper and whenever by appropriate instrument it shall have so declared, the action of a majority in number of the owners of lots in all such tracts, taken in the manner herein provided, at the option of the Company, may be effective to annul, waive, change, enlarge or modify any of the covenants, agreements, easements, restrictions, provisions, conditions and charges herein contained.

All instruments executed for the purpose of annulling, waiving, changing, enlarging or modifying any of the covenants, agreements, provisions, conditions and restrictions of this Deed shall be executed in the manner in which deeds are required to be executed and shall be recorded.

IN WITNESS WHEREOF, the said Reno Beach Amusement Company has caused its name to be subscribed by E. G. Kirby, its President, and its corporate seal to be hereto affixed and attested by H. P. Covas, its Secretary, both officers thereunto duly authorized; and the said The Commerce Guardian Trust & Savings Bank has caused its name to be subscribed by R. B. CRMN, its President, thereunto duly authorized; all on this 1st day of September, 1923.

Signed by Reno Beach Amusement Company, by E. G. Kirby, President, Attest, H. P. Covas, Secretary, with Corporate Seal

Signed by The Commerce Guardian Trust & Savings Bank by R. B. CRMN, President. (No Corporate seal)
Three witnesses, two as to each signature.

Acknowledged September 1, 1923, by the Reno Beach Amusement Company, by E. G. Kirby, its President and H. F. Gavos, its Secretary, before a Notary Public, Lucas County, Ohio, (seal).

Acknowledged September 1, 1923 by The Commerce Guardian Trust & Savings Bank, by R. B. Crane, its President, before a Notary Public, Lucas County, Ohio, (seal).

Received for record September 12, 1923 and recorded in Volume 609 of Deeds, page 425.