



and the said lease shall be paid as is hereinafter provided.  
 The second party their heirs executors administrators shall have  
 the sole and exclusive possession and enjoyment of the premises afore-  
 said without the let hindrance or disturbance of any person having claim  
 in title to the same. The second party shall surrender up possession  
 in and of said premises at the end of the term in as good condition  
 as the same shall be in at the commencement thereof of natural  
 wear and excepted to wear shall be committed or unnecessary  
 damage be done to the said premises by the second party nor  
 with liquor whether distilled or otherwise nor fermented or sold  
 either at wholesale or retail on said premises, and any  
 violation of the provisions of this lease by the second party  
 shall render this lease null and void at the option of the first party  
 his heirs or assigns, it is mutually agreed between the  
 parties hereto that the second party may at their option  
 extend said term for a further term of three years  
 next following said two years term upon the same terms  
 and conditions as herein above contained upon the  
 second party giving to the first party three months notice  
 in writing prior to the end of said two years term of their  
 election to hold for such further term. The second party  
 in taking up said lease shall be permitted  
 to remain therein without charge for storage during the  
 period of said lease and all extensions hereof, and the  
 same may be renewed by the first party at his option  
 said premises that he needs of the second party nor any  
 of an general guarantee of me and wish to trade  
 in or otherwise connected herewith, and for the sake  
 of peace and quietness of the parties to the said lease  
 hereto set their hands and seals the date first above  
 written.

Witness my hand and seal this 9th day of  
 January 1903 at 2<sup>06</sup> P.M. Henry J. Boush  
 Recorded Jan 20 1903 J. G. Siequist Recorder

580267. Lease of land  
 The following is a copy of the lease of land  
 made by the first party to the second party  
 on the 12th day of January 1903 in and for the  
 county of Cleveland, County of Cuyahoga, State of Ohio.  
 The first party is the owner of the land  
 and hereby doth let and lease unto  
 the second party and its successors the following

described piece or parcel of land situated in the Township of Lake  
 wood County of Anyahoga and State of Ohio and known as  
 being a part of Section 41023 formerly in the Township of  
 Peachport, and known and described as follows: Commenc-  
 ing at an iron pipe set in the westerly curved line of a certain  
 right of way fifty feet wide known as Lake Avenue former-  
 ly known as Peachy River Avenue and 675.00 feet southerly of  
 the westerly curved line of sa. av. a line between a stone  
 monument set in the most southerly corner of a certain parcel  
 of land; conveyed by the Blifton Park Association to Leslie  
 Starkweather by deed, dated January 6, 1897 and recorded  
 in Vol. 658 Page 454 of the Records of Anyahoga County, the  
 chord of which curve bears south 8° 52' 47" west, 632.13 feet  
 thence southerly along the westerly curved line of said Lake  
 Avenue 103.87 feet to a stone monument, the chord of which  
 curve bears south 14° 27' 35" east, 103.93 feet, thence southwest-  
 along the northerly curved line of a private road called  
 Beach Road 232.58 feet to a stone monument, the chord  
 of which curve bears south 57° 17' 53" west, 201.90 feet, thence north-  
 westerly along the north-easterly curved line of Beach  
 Road 251.93 feet to a stone monument, the chord of which  
 curve bears north 45° 35' 02" west, 243.71 feet, thence southerly  
 along the easterly curved line of Beach Road 73.06 feet to an  
 iron pipe, the chord of which curve bears north 15° 16' 29" west  
 72.97 feet, thence south 84° 41' 32" east 337.26 feet to the place  
 of beginning, said parcel of land to be known as and  
 lots Nos 38, 39, 40 & 41 of the Blifton Park Land  
 men's Association, a plot of which is  
 on file in the office of said company, and will be sub-  
 sequently recorded in the records of Anyahoga County  
 said premises to be used solely for the purpose of a  
 social club and in accepting this lease, and as a part  
 of the consideration thereof, the Lessee for itself and its  
 successors hereby covenants with the lessors and their  
 the said lessors, its successors and assigns that said premises or cause or  
 permit the same to be used for any business purposes  
 whatsoever or for any other purpose than that of a  
 private residence or social club, nor erect or main-  
 tain or use or permit upon said premises a carriage  
 house, stable or other outbuilding without the written  
 consent of the lessor, or in any case within sixty feet  
 of the Street or Avenue on which said Lot is situated  
 (except by agreement with the owner of the adjoining  
 nearer than ten (10) feet to either of the side lines of the  
 lot, that no house shall be erected upon said prem-  
 ises which shall cost less than twelve thousand dol-  
 lars (\$12,000) or any line of which shall be located  
 within 40 feet of the Street or Avenue on which the  
 same fronts or nearer than ten feet to either of the  
 side lines of said lot, that said lessee and its suc-  
 cessors shall also bear and pay its portion based upon  
 the proportion which the frontage of said premises bears

is to be the owner of the lots upon the streets and avenues of said allotment at the necessary cost of providing the water need and to be used for the general purposes of said town and the residents of said allotment must be made, and its water pipes shall be connected with the water works system of the City of Cleveland, the lessor and her heirs and assigns with the lessee, that all sales or leases of lots in said allotment, similarly located shall be made subject to the same restrictions as to the use of same. The said several covenants, agreements and provisions herein contained shall run with the land hereby conveyed and be binding upon said lessee and its successors for a period of fifty years from the date hereof. The said lessor and her heirs and assigns with the said lessee that it will, before the period of its existence expires, convey the fee in the land reserved and dedicated to the said allotment to the allotment of the City of Cleveland, to be held in trust for the benefit of the Board of Trustees of said town, three members who shall be property owners in said allotment, with power to hold said property for the use and benefit of persons owning lots in said allotment, it is further mutually agreed by the parties hereto that said record party shall have the right, at its option to purchase the above described property at any time during the term of this lease, at and for the sum of \$10,000.00 and to the time of such purchase, and that said record party will also give notice and a copy of the record party, with a copy of the consideration and for the same period of time, a lease of a certain strip of land upon the beach of Lake Erie for bathing purposes, and also another strip of land on the eastern bank of Cuyahoga River for a boat house, and also a strip of land for a building site, together with the location and size of the lots, three pieces of property to be hereafter agreed upon between the parties hereto, to have and to hold the above leased premises, unto the record party, its successors, for and during the term of twenty years, from and after the first day of July A.D. 1902, upon the following conditions to-wit: that the record party and its successors, shall pay or cause to be paid to the first party its successors a sum of \$100.00 the amount of the dollar at the beginning of each and every year, from and after the first day of July A.D. 1902, until the expiration of this lease, to wit: that all taxes and assessments of every description which may be levied or assessed upon said land and upon this lease and upon any and all buildings or other improvements which shall have been or may be erected or made thereon, and said record party and its successors, does hereby agree to pay to the first party its successors or assigns, the said taxes and assess-

ments as hereinbefore specified and also does hereby agree that the number of its members shall not, without the consent of the first party, with its successors duly executed and endorsed hereon, exceed two hundred (200). And it is mutually agreed by the parties aforesaid for themselves and their successors respectively, that if at any time said property shall be used for purposes other than a social club or private residence, or the rent, taxes or assessments of said, or either of them or any part thereof shall be in arrear and unpaid for the period of ninety days after becoming due, or if any of the covenants and agreements shall not be performed, as herein stipulated to be performed by the first party, the first party, its successors and assigns at any time after such delinquency shall have accrued shall have full right without demand of payment or notice to enter upon the above described premises, and take possession thereof and bring suit for and collect all rents, taxes and assessments which shall have accrued up to the time of such entry, and from thenceforth this lease shall become void to all intents and purposes whatever, at the election of the first party, and all improvements made on said premises shall be forfeited. But if said rents, taxes and assessments shall be paid punctually according to the terms of this lease, until the same shall expire, and all other of the aforesaid stipulations and agreements shall be performed then the second party, or its successors shall have the right to remove from the above leased premises all buildings which shall have been erected thereon by said second party during the continuance of this lease and the first party, for itself and its successors hereby covenants to and with the second party its successors that if the rents, taxes and assessments aforesaid shall be paid as herein before provided the second party and its successors shall have the peaceable possession and enjoyment of the premises aforesaid without the let, hindrance or disturbance of any person, that the premises aforesaid or any part thereof shall not be underlet nor shall this lease be assigned, nor shall liquor, whether spiritous or fermented, be sold either at wholesale or retail on said premises under pain of forfeiting the residue of the term hereby granted at the election of the first party, in witness whereof the parties to this lease by the hands of their officials duly authorized thereto set their hands to duplicate hereof the day and year first above written.

Signed & acknowledged

The Lighthouse and Land Improvement Co  
D. P. Morgan, Pres

in the presence of  
Frank L. Gregg     C. D. Groll

J. J. Brooks, Secretary  
The Lighthouse Co

State of ...     ss: Before me.

By R. C. Burdick Pres

Lampsona County a Notary Public in and for said County personally appeared the above named The Lighthouse and Land Improvement Company by D. P. Morgan its President

... its secretary, and the Coliform Lumber Company, by  
... resident and J. S. Sullivan, its secretary, who are  
... the same is their free and  
... as well officials and the free and deed of said  
... in testimony whereof, I have hereunto set my  
... and official seal at Cleveland, Ohio, this 7th day of

Jan 13, 1903 at 20th P.M.  
Recorded Jan 26, 1903 / J. S. Sullivan Secretary  
W. H. G. Gregg  
Secretary & Notary Public

282281. Julius, Anna, Theodor and Harry Hartman vs  
Jacob and Annie Haller

This indenture of lease made at Cleveland in the State  
of Ohio, this 7th day of January in the year of our Lord one  
thousand nine hundred and three, by and between  
Julius Hartman, Anna Hartman, Theodor Hartman, & Harry  
Hartman of the first part, and Jacob Haller and Annie  
Haller of the second part, hereby doth witness that  
the first party hath let and leased, and hereby doth  
convey and lease unto the second party, and their heirs ex-  
ecutors and administrators the following described piece  
or parcel of land, situated in the Township of ...  
County of Cuyahoga, and State of Ohio, and to-wit as  
being a part of the tract of about three hundred and  
thirty eight acres of land ... by the  
Cleveland & Toledo ...  
... 17, 1868 and described as follows ...  
... chains ...  
... of the right of way of said ...  
... at the south west corner of the Bryan  
... hence west on the Bryan south line five  
... chains ...  
... a line parallel with Patrick Hanna's ... line  
... nine chains and eight links to the center of ...  
... along the center of said road five ... chains and  
... by one ... links to Patrick Hanna's ... corner  
... along said Patrick Hanna's ... west line nine ...  
... chains and eight links ...  
... containing five acres of land, to have and to hold the  
... lease leased premises unto the second party their heirs ex-  
ecutors and administrators for and during the term  
of thirty years from and after the seventh day of January  
and one thousand nine hundred and three, or during  
the natural life of the second party upon the follow-  
ing conditions to-wit: The second party having the 7th day  
of Jan 1903 conveyed by Warranty Deed the above des-  
cribed premises to ...  
... set hereon and this lease is a  
part of the consideration for such conveyance together  
... and assessments of every description which  
may be levied or assessed upon said land or upon this

[The following is a replication by John S. Pyke, Jr. of a description of the below-referenced lease contained in a title report delivered to the Clifton Park Land and Improvement Company by the Land Title and Abstract Company dated as of August 20, 1912. The original of the title report is in the possession of John S. Pyke, Jr. The reproduced lease is incomplete on its face and has not been compared to the original on file with the County Recorder]

"The Clifton Park Land and Improvement Company,  
A corporation, by T. R. Morgan, President, J. J.  
Crooks, Secretary (No Corporate Seal), Party  
of the first part,

-and-

The Clifton Club Company, a corporation, by  
R. E. Burdick, President, (No Corporate Seal),  
Party of the Second Part.

Lease. Volume 29, Page 609. Dated July 1, 1902. Filed for record January 13, 1903, at 2:34 P.M.

Term: -- 20 years, commencing July 1, 1902.

Rent: -- \$1.00 at beginning of each and every year from and after July 1, 1902 until expiration of this lease.

Premises: -- [metes and bounds property description omitted; refers to a property at the intersection of Lake Avenue and Beach Road; description ends as follows:] Said parcel of land to be known as Sub Lots Nos. 38, 39, 40 and 41 of the Clifton Park Land and Improvement Company's proposed Allotment, a plat of which is on file in the office of said Company and will be subsequently recorded in the records of Cuyahoga County, said premises to be used solely for the purposes of a social club, and in accepting this lease, and as a part of the consideration thereof, the lessee for itself and its successors, hereby covenants with the lessor, and its successors, that said lessee and its successors will not use said premises or cause or permit the same to be used for any business purposes whatsoever or for any other purpose other than that of a private residence or social club, nor erect or maintain or use or permit upon said premises a carriage house, stable or other or outbuilding without the written consent of the lessor, or in any case within 60 feet of the Street or Avenue upon which said lot fronts or (except by agreement with the owner of the adjoining lot) nearer than 10 feet to either of the side lines of said lot. That no house shall be erected upon said premises which shall cost less than \$12,000.00 or any line of which shall be located within 40 feet of the Street or Avenue on which the same fronts or nearer than 10 feet to either of the side lines of said lot. That said lessee, and its successors shall also bear and pay its portion (based upon the proportion which the frontage of said premises bears to the entire frontage of the lots upon the Streets and

Avenues of said allotment) of the necessary cost of providing the water used and to be used for the general purposes of said Company and the residents of said allotment, until such time as its water pipes shall be connected with the water works system of the City of Cleveland. The lessor further covenants with the lessee that all sales or leases of lots in said allotment similarly located shall be made subject to like restrictions as to as to the use of the same. The said several covenants, agreements and provisions herein contained shall run with the land hereby conveyed and be binding upon said lessee and its successors for a period of 50 years from date hereof. The said lessor further covenants with the said lessee that it will before the period of existence expires, convey the fee in the land reserved and dedicated for park purposes in the allotment of the Clifton Park Land and Improvement Company to a Board of Trustees of not less than 3 members who shall be property owners in said allotment with power to perpetuate said Board of Trustees and with power to hold said property for the use and benefit of persons owning land in said allotment.

It is further mutually agree by parties hereto that second party shall have right at its option to purchase above described property at any time during existence of this lease at and for sum of \$14,000.00 payable in cash or its equivalent at time of such purchase and that first party will also give, grant and make to second party without further consideration and for same period of time a lease of a certain strip of land upon the beach of Lake Erie for bathing purposes and also another strip of land upon the Easterly bank of Rocky River for a boat house, an also a strip of land for the purpose of a stable, together with the right to use the approaches to the same. The location and size of the last three pieces of property to be hereafter agreed upon between the parties hereto.

Nor shall liquor whether spirituous, vinous or fermented be sold either at wholesale or retail on said premises.

Covenant as to Taxes and Assessments and second party agrees that the number of its members shall not without consent of first party or its successors duly executed and endorsed exceed 250."



**EXHIBIT**

tabbies®

B

hands and seal the twenty fifth (25<sup>th</sup>) day of March in the year of our Lord one thousand nine hundred and twelve (1912).

Signed, Sealed, Acknowledged and Deliverod ) John W. Tyler (Seal)
in presence of ) Mary E. Tyler (Seal)
Marie S. Tyler Augustus Zehring )

The State of Ohio, ) Before me, a Notary Public in and for said County, personally appear-
Cuyahoga County, ss. ) ed the above named John W. Tyler and Mary E. Tyler, who acknowledged
that they did sign and seal the foregoing instrument and that the same is their free act and
deed. In testimony whereof, I have hereunto set my hand and official seal at Cleveland, O. this
twenty fifth (25<sup>th</sup>) day of March A.D. 1912.

Trans'd Mar. 26, 1912. ) Augustus Zehring (Notarial Seal)
Rec'd Mar. 26, 1912, at 2:39 P.M.) Notary Public. (Cuyahoga County)
Recorded Mar. 27, 1912. ) (Ohio)
Fee for record \$1.00. ) Paul Schreiner, Recorder.

599375. The Clifton Park Land & Imp. Co. To F. C. Case et al, Trs.
Know all men by these presents, That The Clifton Park Land & Improvement Company, the grantor,
for divers good causes and considerations hereunto moving, and especially in consideration of
the covenants and agreements entered into by said company with the several owners of lots and
lands in its allotment herein described, and further for the sum of One Dollar (\$1.00) receiv-
ed to its full satisfaction of F. C. Case, Lucien B. Hall, F. A. Glidden, E.E. Adams, and F.B.
Anderson, Trustees, has given, granted, remised, released and forever quit claimed, and does
by these presents absolutely give, grant, remise, release and forever quit claim unto said
grantees, and their successors in trust or assigns, and the survivors or survivor of them,
and the heirs of such survivor, forever, all such right and title as the said grantor has or
ought to have in the following described pieces and parcels of land, situated in the City of
Lakewood, County of Cuyahoga and State of Ohio, and being the parts and parcels of land in
the grantor's said allotment, or lying adjacent thereto, which have been reserved for the use
and benefit of the owners of land in said allotment, and described as follows, viz: 1) The
three triangular parcels designated as "Reserved M", "Reserved N", and "Reserved O", on the
map of the allotment of Clifton Park as the same is recorded in the Map Records of Cuyahoga
County, volume 29, Page 11; reserving, however to the grantor the right at any time within
one year from this date to remove from said parcel marked "Reserved O" the earth and other
material piled thereon to a level not lower than the street curb line bounding said parcel.
Also the Shelter House standing in Clifton Road at the entrance to the Park. 2) All that part
of Blocks A and B in said Clifton Park Allotment above referred to, lying westerly from the 10
foot strip of land through said Block B, which was designated as a right of way connected with
the overhead crossing over the tracks of The New York, Chicago & St. Louis Railroad, and ded-
icated by said The Clifton Park Land & Improvement Company in a map and dedication of Sloan
Subway and other lands, as shown by the plat of said dedication upon the Map Records of Cuy-
ahoga County Volume 30, page 7; excepting from said Block A all that portion heretofore convey-
ed by The Clifton Park Land & Improvement Company to The American Construction Company by a
deed recorded in Cuyahoga County Records Volume 1158, Page 598, subject to the right of way
for Sloan Subway, as designated on said subway map in volume 30, page 7, above referred to.
3) The strip of land 8 feet in width extending from Clifton Road to Forest Road between sub
lots 116 and 117 and 94 and 95, and between Forest Road and Lake Road between sub lots 75 and
76 and 59 and 60, designated as "Shady Lane--private right of way," on the map of said Clifton
Park Allotment. 4) A right of way or footpath from Lake Road westerly to the land described
herein as Parcel 7, in common with the owners of sub lots 32 and 33, over and across said
sub lots as set forth in the grant of said right of way to The Clifton Park Land & Improvement
Company, et al., from Fannie W. Baker and Olive G. W. Wigmore which is recorded in Cuyahoga

See Dec 10/11 15375/1

49-318

1229-441

11 11/11/11

County Records, Volume 1198, Page 279. 5. All of sublots 13 and 14 in said Clifton Park allotment, having a frontage of 200 feet on Lake Road, and extending back northerly to Lake Erie, *misc* as shown by the recorded plat of said allotment in Volume 29 of Maps, Page 11, Cuyahoga County *By* Records. 6. Part of Section Number 23 in the Township of Rockport, bounded as follows: Beginning *449* at an iron pipe set in the northerly line of land conveyed to Franc C. Stowe by deed recorded in Volume 807 of Deeds, page 127 Cuyahoga County Records, at the intersection thereof, with the westerly curved line of Beach Road, a private road 25 feet in width; thence north  $69^{\circ} 36' 30''$  east along the extension easterly of said northerly line of lands so deeded to Franc C. Stowe, 25.22 feet to a point in the westerly line of sub lot number 27 in The Clifton Park Land & Improvement Company's allotment, recorded in Volume 29 of Maps, Page 11, Cuyahoga County *7/29* Records; thence southerly 91.90 feet along a curved line deflecting to the left and having a radius of 432.45 feet and being the westerly line of sub lots numbers 37 and 38 in said allotment, to a stone monument; thence southeasterly along a curved line deflecting to the left and having a radius of 283.37 feet and being the southwesterly line of sub lots numbers 38 and 29 in said allotment, to the intersection of said curved line with the westerly line of "Reserved Parcel M" in said allotment; thence southwesterly along the westerly line of said "Reserved Parcel M" to the most northerly corner of sub lot number 42 in said allotment; thence northerly parallel with and 25 feet distant from the southwesterly line of sub lots numbers 39, 38 and 37, to the place of beginning. 7. Known as being part of Section number 23 in the township of Rockport, bounded as follows: Beginning at a point in the westerly line of sub lot number 37 in The Clifton Park Land & Improvement Company's allotment recorded in Volume 29 of maps, page 11, Cuyahoga County Records, where said line is intersected by the extension easterly of the northerly line of land conveyed to Franc C. Stowe, by deed recorded in Volume 807, Page 127, Cuyahoga County Records of Deeds; thence northerly along the westerly line of sub lots numbers 37 and 36 in said allotment, 477.16 feet, (being a curved line deflecting to the right and having a radius of 432.45 feet, and a chord which bears north  $0^{\circ} 50'$  west 176.95 feet) to an iron pipe at a point of reverse curvature; thence northerly along the westerly line of sub lots numbers 36, 34, 33 and 32 in said allotment 465.10 feet (being a curved line deflecting to the left and having a radius of 325.11 feet and a chord which bears north  $5^{\circ} 19' 55''$  west 458.88 feet) to an iron pipe at the northwesterly corner of said sub lot number 32; thence northerly along the westerly line of sub lot number 31 in said allotment 60.17 feet (being a curved line deflecting to the left and having a radius of 155.72 feet, and a chord which bears north  $32^{\circ} 20' 30''$  west 59.79 feet) to a gas pipe at an angle in the line of said sub lot Number 31; thence north  $16^{\circ} 18'$  east along the westerly line of said subplot 74.85 feet to a stone monument; thence north  $69^{\circ} 32'$  east along the line of said sub Lot 20 feet to the southwesterly corner of a parcel of land deeded by The Clifton Park Land & Improvement Company to Anna Y. Morgan by deed recorded in Volume.. of Deeds, page..Cuyahoga County Records; thence north  $4^{\circ} 8'$  east along the westerly line of lands so deeded to Anna Y. Morgan to the water's edge on the shore of Lake Erie; thence westerly along the water's edge on the southerly shore of Lake Erie to the water's edge on the easterly shore of Rocky River; thence southerly along the water's edge on the easterly side of Rocky River to the northerly line of land deeded to Franc C. Stowe as aforesaid from which point a stone monument in the northerly line of said Franc C. Stowe's land bears north  $69^{\circ} 36' 30''$  east 23.09 feet; thence north  $69^{\circ} 36' 30''$  east along the northerly line of lands so deeded to Franc C. Stowe 173.09 feet to a stone monument; thence continuing said course along the northerly line of lands so deeded to Franc C. Stowe 100.94 feet to a stone monument; thence continuing said course along the northerly line of lands so deeded to Franc C. Stowe 109.18 feet to an iron pipe at the intersection of said northerly line of lands so deeded to Franc C. Stowe with the westerly curved line of Beach Road, a private road; thence continuing said course in an extension easterly of the northerly line of lands so deeded to Franc C. Stowe 25.22 feet to the beginning. But excepting from the above described land a parcel of land described as follows: Beginning at a stone monument which shall be called the prin-

*449*  
*7/29*  
*13*  
*11*  
*993*  
*85*  
*97*  
*99*

cipal place of beginning and which principal place of beginning is found by running the following course: beginning at a stone monument set in the northerly line of land deeded to Franc C. Stowe as aforesaid at a point distant south 69° 36' 30" west 109.18 feet from a gas pipe in the northerly line of land so deeded to Franc C. Stowe at its intersection with the westerly curved line of Beach Road, a private road 25 feet in width; thence north 12° 57' 30" west 209.92 feet to said principal place of beginning; thence south 77° 02' 30" west 12.50 feet to a point; thence southerly and westerly 285.12 feet along a curved line deflecting to the right and having a radius of 155 feet and a chord which bears south 36° 02' 30" west 233.96 feet; thence northwesterly 86.14 feet along a curved line deflecting to the right, having a radius of 97.905 feet and a chord which bears north 69° 45' 7 1/2" west 83.39 feet; thence north 44° 32' 45" west 415 feet to a point; thence south 45° 27' 15" west 71.61 feet to the water's edge on the easterly side of Rocky River; thence north 47° 08' west along the water's edge on the easterly side of Rocky River 111.82 feet; thence north 56° 22' west along the water's edge on the easterly side of Rocky River 112.49 feet; thence north 45° 27' 15" east 252.75 feet to a point from which a stone monument set in the ground bears south 77° 02' 30" west 91.64 feet; thence north 77° 02' 30" east 462.14 feet to a stone monument; thence south 37° 24' 10" east 181.25 feet to a point; thence south 8° 52' 30" east 350.87 feet to a point; thence south 77° 02' 30" west 50 feet to the principal place of beginning. The above described land known as "Reserved M" and parcels 3 and 7 herein described, are made subject to such rights as have heretofore been granted to The East Ohio Gas Company to extend and maintain its gas supply pipes under a portion thereof; and also subject to the rights given by the grantor herein to The Lakewood Yacht Club Company by an Article of Agreement dated June 1, 1903. Also subject to the rights of owners of lots fronting on the lagoon in the land described as "excepted" from said parcel 7, for themselves and their guests, licensees and employes, to pass over and along the private roads, paths, stairways and common grounds, to reach said lagoon from the dedicated roads and avenues in said Clifton Park Allotment. Also subject to right of way for owners of land fronting on the private road known as Beach Road. To have and to hold the premises aforesaid, with the appurtenances thereunto belonging, unto the said grantees and their successors in trust and assigns, and the survivors or survivor thereof, and the heirs of such survivor, so that neither said grantor, nor its successors, nor any other person claiming title through or under it, shall or will hereafter claim or demand any right or title to the premises, or any part thereof, but they and every one of them shall be by these presents excluded and forever barred; in trust, nevertheless, for the sole use and benefit of all the owners of sub lots, or parts of lots, in the Clifton Park Allotment, as the same is recorded in Cuyahoga County Map Records volume 29, page 11, and the heirs, representatives, successors or assigns, of such owners; subject to the terms, conditions and regulations herein contained, that is to say:-

APPOINTMENT AND TERM OF TRUSTEES.

The trustees shall be five in number, all of whom shall at all times be owners of land and residents in the Clifton Park Allotment. If at any time any trustee shall cease to be an owner of land or resident in the Clifton Park allotment, his position as trustee shall at once become vacant, and a successor shall be chosen as herein provided. When the position of any trustee is vacated by resignation, disability or death, the remaining trustees shall at once choose a successor. The fact of such vacancy and choice of successor shall be reduced to writing, signed and acknowledged by a majority of the remaining trustees, and recorded in the office of the County Recorder; whereupon the new trustee shall succeed to all the title and right of his predecessor.

DUTIES OF TRUSTEES.

(1) The Trustees shall hold title to and preserve all the land deeded to them for the common use of all the lot owners in the Clifton Park allotment, and their successors in title, and members of their households. (2) No part of said land shall be sold, conveyed or dedicated to

public use without the unanimous consent of all the lot owners in said allotment. (3) The trustees shall collect money from the persons interested as hereinafter provided, and from the sums so collected, and from any other monies coming to their hands, shall pay taxes and assessments on said lands as they become payable; shall keep the weeds and grass cut, and trees, shrubbery and flower beds on said lands in good condition; shall provide for removal of snow and ice when necessary; shall keep the bathing pavilion, stairways, private roadways and sidewalks in repair; shall establish regulations for the use of, and provide for proper policing of private roads, lanes, parks and bathing pavilion; and generally maintain all of said property in good order and condition for the use of lot owners in said allotment, as the same is now maintained. (4) If at any time the owners of one-fourth of the lots in said allotment wish for more improvement or embellishment of said common land, or any part of it, than said trustees by the terms of these regulations are bound to make, such lot owners may call a meeting to be held at some convenient place within the boundaries of Clifton Park, of which meeting all lot owners shall have at least ten days notice by mail or public advertisement. Should a majority of the lot owners present at such meeting decide in favor of any extraordinary improvement of such land for the common benefit, the trustees, upon receiving or being guaranteed the money necessary for that purpose, may proceed to make such improvement, which shall then be a part of the common property, and shall be cared for as herein provided. (5) The trustees shall serve without compensation, but may charge to and collect from the lot owners all their necessary expenses as hereinafter provided.

MAKING AND COLLECTION OF ASSESSMENTS.

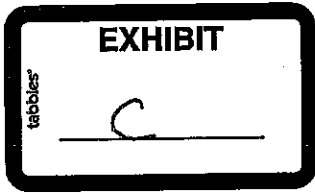
The cost of all ordinary care of the lands and buildings in the hands of the trustees, and their necessary expenses in carrying out their duties, shall be divided among the several lot owners and collected from them by an annual assessments as follows: Each sub lot, or part of sub lot, in the allotment shall be charged with such proportion of the total annual expense as its value for taxation, exclusive of buildings, is of the total tax value of all the sub lots in said allotment, exclusive of buildings. The owner of such sub lot, or part of sub lot shall be bound to pay the sum so assessed to the trustees upon their written notice and demand; and the lien upon the several sub lots reserved to the Company in the deeds of conveyance for the same to secure the payment of such assessments, is transferred to the said trustees, and may be enforced by them. Any extraordinary expenses for improvement of the property shall be met by voluntary subscription. In witness whereof, the said grantor has caused its seal to be affixed hereto, and these presents to be signed by its Vice President and Secretary duly authorized by resolution of its Board of Directors, this 25th day of March A.D. 1912.

Signed and acknowledged ) The Clifton Park Land & Improvement Co.  
 in presence of ) L. A. Reed, Vice Prest. (The Clifton Park Land & Im-  
 J. M. Shallenberger T. H. Wilson) J. J. Crooks, Secty. (provement Company. Seal.  
 (Cleveland, O. Incorporated  
 July, 1899.)

State of Ohio, ) Before me, a Notary Public in and for said County, personally appear-  
 Cuyahoga County, ss. ) ed the above named L. A. Reed as Vice President, and J. J. Crooks as  
 Secretary of The Clifton Park Land & Improvement Company, who acknowledged that they executed  
 the foregoing instrument on behalf of said The Clifton Park Land & Improvement Company as such  
 officers, and that the same is their free act and deed as such officers. and the free act  
 and deed of said corporation. In testimony whereof, I hereunto set my hand and official seal  
 at Cleveland, Ohio, this 25th day of March A.D. 1912.

Transf'd Mar. 26, 1912. ) J. M. Shallenberger  
 Rec'd Mar. 26, 1912, at 7:41 A.M. ) Notary Public.  
 Recorded Mar. 27, 1912. )  
 Fee for record \$3.60. ) Paul Schreiner, Recorder.

Notarial Seal  
 Cuyahoga County  
 Ohio



part his heirs, administrators and assigns agree to the following restrictions and limitations the same to be a covenant to run with land. All lots or parcels of land to be used for residence purposes only. No apartments, terraces or double houses allowed. The porch line of said residence when built will be fifty feet from the Clifton Boulevard sidewalk. That the residence when built, will cost at least three thousand dollars (\$3000.00) That no intoxicating, malt or spirituous liquors shall ever be sold upon said premises. To have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said grantee, his heirs and assigns forever. And I the said grantor, do for myself and my heirs, executors and administrators, covenant with the said grantee, his heirs and assigns, that at and until the unsealing of these presents, I am well seized of the above described premises, as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except taxes and special assessments due and payable December 1911 and thereafter, which the grantee assumes and agrees to pay and that I will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantee, his heirs and assigns, against all lawful claims and demands whatsoever except said taxes and special assessments heretofore levied. In witness whereof, I have hereunto set my hand the 4th day of October in the year of our Lord one thousand nine hundred and eleven.

Signed and acknowledged in the presence of ) Luther L. Bosworth  
 E.M. Fisher H.T. Fisher )

State of Ohio, SS ) Before me, a Notary Public in and for said county and state, person-  
 Cuyahoga County ) ally appeared the above named Luther L. Bosworth who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed, in testimony whereof, I have hereunto set my hand and official seal at Cleveland, Ohio, this 4th day of October A.D. 1911.

Trans'fd Oct 16, 1912 ) E.M. Fisher (Notarial seal )  
 Rec'd Oct 16, 1912, at 2:34 P.M. ) Notary Public (Cuyahoga County Ohio )  
 Recorded Oct 17, 1912 in Vol. 1363 (Pg. 574B)  
 Rec'd 2nd rec. July 8, 1912, at 10:42 A.M. )  
 Recorded July 9, 1912 )  
 Fee for record \$.80 ) Paul Schreiner, Recorder.

613742 The Clifton Park Land & Improvement Co. To Clifton Club Co.  
 Know all men by these presents that The Clifton Park Land and Improvement Company a corporation organized under and by virtue of the laws of the State of Ohio, the grantor, in consideration of Ten dollars (\$10.00) received to its full satisfaction of The Clifton Club Co. the grantee has bargained and sold and does hereby give, grant, bargain, sell and convey unto the said grantee, its successors and assigns, the following described premises situated in the City of Lakewood County of Cuyahoga and State of Ohio, being a part of section number twenty three (23) formerly in the Township of Rockport, and known as being all of sublots number 38-39-40-41 in the allotment of The Clifton Park Land and Improvement Company, known as "Clifton Park" a plat of which allotment is recorded in Volume 29, page 11, of said Cuyahoga County Records. Said sublots having a total frontage of 557.07 feet, on the easterly and northerly line of a private right of way know as "Beach Road" and 103.89 ft. on the westerly line of Lake Ave. and 337.26 ft. along the rear or northerly line, which line is the southerly line of subplot 37 be the same more or less, together with the right to use in common with other owners of the land in said allotment, all portions of said allotment which shall by the grantor be devoted to the purposes of parks or park spaces for the exclusive use and benefit of such lot owners; but such use of the parks and of any pavilion or bath or boat houses as may be erected thereon by the said company for the benefit of owners of property in said allotment, shall be subject to such rules and regulations as may be established by said

Company to provide for the taxes and expenses of the maintenance and preservation of the same, and the proportionate part of such taxes and expenses shall be chargeable to the lot here in conveyed and shall be a lien upon said lot to secure its payment. To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, subject to the covenants, reservations and restrictions herein, unto the said grantee, its successors and assigns forever. And The Clifton Park Land and Improvement Company, the said grantor, does for itself and its successors and assigns, covenant with the grantee, its successors and assigns, that at and until the sealing of these presents it is well seized of the above described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written; that the same are clear from all incumbrances whatsoever, except as below and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantee, its successors and assigns forever, against all lawful claims and demands whatsoever, excepting taxes and special assessments now due and to hereafter become due. In accepting this conveyance and as a part of the consideration therefor, the grantee for itself its successors and assigns, covenants with the grantor that the said grantee, its successors and assigns, will not sell or allow to be sold on said premises any liquor, whether spirituous, vinous or fermented, or use said premises or cause or permit the same to be used for any business purposes whatsoever, or for any other purpose than that of a private residence or social club or erect thereon any apartment house tenement or other building to be occupied by more than one family, or erect, maintain or use or permit upon said premises, a carriage house, stable or other out building without the written consent of the grantor, nor in any case nearer than sixty (60) feet to the street or avenue on which said lot fronts, nor (except by agreement with the owner of the adjoining lot) nearer than ten (10) feet to either of the side lines of said lot; that no house shall be erected on either of said lots which shall cost less than five thousand dollars (\$5000.00) or any line of which shall be located nearer than sixty (60) feet to the street or avenue on which the same fronts or nearer than ten (10) feet to either of the side lines of said lot. The grantor further covenants with the grantee that all sales or leases of lots in said allotment, similarly located, shall be made subject to like restrictions as to the use of the same. The said several covenants, agreements and provisions herein contained shall run with the land hereby conveyed and be binding upon the said grantee, its successors and assigns for the period of fifty (50) years from the date hereof. The said grantor further covenants with the said grantee that it will, before the period of its corporate existence or any renewal or renewals thereof expires, convey the fee in the land reserved for park purposes in the allotment of The Clifton Park Land and Improvement Company, as shown by plat thereof made and on file in the office of the Secretary of the Company, to a Board of Trustees of not less than three members who shall be property owners in said allotment, with power to perpetuate said Board of Trustees, and with power to hold said property for the use and benefit of persons owning lots in said allotment, subject to such rules and regulations in regard to the use thereof as hereinafore provided, and for that purpose the said Trustees shall succeed to all the rights, powers and duties of the Company as to use, maintenance, repairs, improvements, and for all purposes whatsoever. In witness whereof, said corporation, by its President and its Secretary hereunto duly authorized by resolution of its Board of Directors hereunto sets its hand and corporate seal this first day of July in the year of our Lord one thousand nine hundred and twelve.

Signed and acknowledged in presence of )  
 J.M.Shallenberger Hazel R.Meehan )

The Clifton Park Land and Improvement Company  
 By Russell E. Bardick President

J. J. Crooks Secretary  
 -----  
 (The Clifton Park Land & Improvement )  
 Cleveland O. seal  
 ( Company incorporated July 1899 )  
 -----



The State of Ohio ) Before me, a Notary Public, in and for said County, personally appeared Cuyahoga County SS ) the above named The Clifton Park Land and Improvement Company by Russell E. Burdick its President, and J. J. Crooks its Secretary, who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such officers. In testimony where of, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 1st day of July A.D. 1912.

Trans'd July 8, 1912 ) J.M. Shallenberger (Notarial seal )  
Rec'd July 8, 1912, at 10:50 A.M. ) Notary Public (Cuyahoga County Ohio )  
Recorded July 9, 1912 )  
Fee for record \$1.50 ) Paul Schreiner, Recorder.

613743 The South End Realty Co. To Josef Vondrak et al  
Know all men by these presents that The South End Realty Company a corporation, the grantor. for the consideration of Ten and 00/100 dollars (\$10.00) received to its full satisfaction of Josef Vondrak and Mary Vondrak his wife, the grantees, does give, grant, bargain, sell and convey unto the said grantees, their heirs and assigns, the following described premises, situated in the Village of Newburgh Heights, County of Cuyahoga and State of Ohio, and known as being subplot No. 251 in The South End Realty Co's Washington Park Boulevard allotment of a part of original one hundred acre lot number 290 as shown by the recorded plat in Volume 37 of Maps page 13 of Cuyahoga County Records. Said subplot No. 251 being 31 feet front on the northerly side of McGregor St 125 feet deep on the east line 125 feet deep on the west line 39 feet in the rear. To have and to hold the above granted and bargained premises, with the appurtenances thereunto belonging, unto the said grantees, their heirs and assigns forever. And The South End Realty Co. the said grantor, does for itself and its successors and assigns, covenant with the said grantees, their heirs and assigns, that at and until the enrolling of these presents, it is well seized of the above described premises, as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in manner and form as above written, and that the same are free and clear from all incumbrances whatsoever except the last half of 1912 which the grantees assume and agree to pay and that it will warrant and defend said premises, with the appurtenances thereunto belonging, to the said grantees, their heirs and assigns forever, against all lawful claims and demands whatsoever except as above. In witness whereof, said corporation hereunto sets its hand and corporate seal by its President and Secretary this 1st day of July in the year of our Lord one thousand nine hundred and twelve (1912)

Signed and acknowledged in presence of ) The South End Realty Company  
Chas J. Hodous Emil Raus ) C.G. Barkwill President  
Jos. J. Sacha Secretary  
(The South End Realty Company )  
( seal Cleveland, O. )

The State of Ohio ) Before me, a Notary Public in and for said County and State, personally Cuyahoga County SS ) appeared the above named The South End Realty Co. by C.G. Barkwill its President and Jos. J. Sacha its Secretary who acknowledged that they did sign the foregoing instrument, and that the same is the free act and deed of said corporation, and the free act and deed of each of them personally and as such officers. In testimony whereof I have hereunto set my hand and official seal, at Cleveland this 1st day of July A.D. 1912.

Trans'd July 8, 1912, ) Chas J. Hodous (Notarial seal )  
Rec'd July 8, 1912, at 10:51 A.M. ) Notary Public (Cuyahoga County Ohio )  
Recorded July 9, 1912 )  
Fee for record \$.90 ) Paul Schreiner, Recorder.