

THE STATE OF OHIO, SUMMIT COUNTY, ss.

BE IT REMEMBERED, That on this 27th day of May A.D. 1920, before me, the subscriber, a Notary Public in and for said County, personally came the above named Helen Ginther, as executrix of Estate of Anna M. Ginther, deceased, the grantor in the foregoing deed, and acknowledged the signing of the same to be her voluntary act and deed as such executrix for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

W.E. Holden,
Notary Public, (Seal).

Received for Transfer May 28, 1920.
Received for Record May 28, 1920 at 9:57 A.M.
Recorded July 23, 1920.
Recorder's Fee \$1.00.

JACOB BAUER, Recorder.

#82899 Appointment for Private see Vol. 3393 pg. 557 3-17-48

#82899
COMPARED
178179 app. as trustee see vol. 3734 pg 679 - 10-2-59
#82899
17700 appointment of trustee see vol. 4141 pg. 50 11-3-62
The Silver Lake Improvement Company.
To
William R. Lodge, Duncan B. Wolcott,
Henry M. Hagelbarger, Edwin W. Brouse
and George W. Billow.

KNOW ALL MEN BY THESE PRESENTS, That The Silver Lake Improvement Company, a corporation, of Cleveland, Ohio, the grantor, in consideration of the covenants and agreements entered into by by said grantor with the several owners of lots and lands in its allotment herein described, and further for the sum of one dollar (\$1.00) received to its full satisfaction of William R. Lodge, Duncan B. Wolcott, Henry M. Hagelbarger, Edwin W. Brouse and George W. Billow, grantees, has given, granted, remised, released and forever quit-claimed and does by these presents 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, in trust, for the uses and upon the terms and conditions hereinafter stipulated, all such right and title as the said grantor has or ought to have in the following described parcels of land, to-wit:-

Situated in the Village of Silver Lake, Stow Township, Summit County, Ohio, and known as Blocks "A", "D" and "E" in The Silver Lake Improvement Company's Silver Lake Estates Allotment, as shown by the plat of said sub-division, recorded in Volume 24, pages 1 to 27, of the Records of Maps of Summit County, Ohio.

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 survivor and survivors 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; that they and every one of them shall by these presents be excluded and forever barred; in trust nevertheless for the sole use and benefit of all owners of sublots or parcels of land in the said Silver Lake Estates Allotment, as the same is recorded in said Map Records, and the heirs, representatived, successors or assigns of such owners; subject to the terms, conditions and regulations hereinafter contained.

RESERVATIONS.

The grantor, however, reserves unto itself the following rights, privileges and interest in the said property hereby conveyed, to-wit:-

(1) The right to grant similar beneficial rights and interest in the property herein conveyed to said trustees, to purchasers of land lying east of the body of water called Silver Lake, and consisting of about seventy (70) acres of land now owned by Grace Moore, et al, in original township lot number 24 and lying northerly of the Cuyahoga Falls-Kent brick paved highway, which may hereafter be acquired.

634939 For Miss Lee Vol 2308 pg 285 2-15-46
84364 app. trustee see vol. 3583 pg 92 - 5-27-57

760890 App. of Trustee Deed Vol 3121 pg 660-5-5-54

by the grantor and by it allotted, and in the event of the allotment and sub-division of said other lands above described in this paragraph, the said grantor may thereupon, if it so elects, execute and file for record a supplementary stipulation imposing upon the property hereby and herein conveyed, beneficial interest and rights in favor of the owners or purchasers of lots in said subsequent allotment or allotments, similar to those herein granted to the owners of lots in the said Silver Lake Estates Allotment; Provided that the grantor, in every contract to sell or conveyance of such land, shall impose like conditions, restrictions and stipulations as are contained in deeds to purchasers of lots in the allotment known as the Silver Lake Improvement Company's Silver Lake Estates Allotment, as shown by the plat of said Sub-division, recorded in Volume 24, pages 1 to 27 of the Records of Maps of Summit County, Ohio. The right is further reserved to the grantor and to its assigns to allot any of the remaining premises, not covered by the plat of the Silver Lake Improvement Company's Silver Lake Estates Allotment, above mentioned but covered by the deed from The Silver Lake Park Company to The Silver Lake Improvement Company, in Volume 628, page 524, to extend like beneficial interests and rights in favor of the owners of lots in the event of the allotment of said additional land in the same manner and under the same conditions as are herein stipulated. Any deeds or contracts of sale of such property, in order to obtain such beneficial rights, shall refer to this Trust Deed, and any allotment of the above described premises shall be made of the same general character as The Silver Lake Improvement Company's Silver Lake Estates Allotment, above referred to, and the general character of any such allotment is to be subject to approval of the said Trustees, and subject also to the election by The Silver Lake Park Company to extend such rights, so long as The Silver Lake Park Company is in existence, as provided in said Deed from The Silver Lake Park Company to The Silver Lake Improvement Company.

(2) Whatever interests or rights may be required in and to the water tower attached to the pavilion now located on Block "A", by the Village of Silver Lake as a part of the water system of said Village.

(3) All rights in the outstanding lease between The Silver Lake Park Company and H.L. Spellman of Kent, Ohio, dated September 25, 1908, including the right to the rentals payable under said lease and the right to enforce covenants contained in said lease but nothing contained in this reservation shall permit the grantor to grant any extensions or renewals of said lease.

APPOINTMENTS AND TERMS OF TRUSTEES.

The trustees hereunder shall be five in number, all of whom shall at all times be owners of land and residents in the said Silver Lake Estates Allotment, or any allotment entitled to the beneficial rights and privileges under this trust, provided, however, that the qualification of residence or ownership shall not apply to the trustees named herein, but shall apply to any and all successors of any of said trustees. If at any time any trustee other than those named, shall cease to be an owner of land or resident in the said allotment or allotments as above specified, 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 evidenced in writing, signed and acknowledged by a majority of the remaining trustees and recorded in the office of the County Recorder of Summit County, Ohio, whereupon the new trustee shall succeed to all the title, right and obligations of his predecessor.

DUTIES OF TRUSTEES.

The trustees shall hold title to and preserve all of the land, including the waters in Silver Lake, and buildings herein and hereby deeded to them for the common use of all the lot owners in the said Silver Lake Estates Allotment (and the lot owners in any allotment hereinafter entitled to participate in and enjoy the benefits and privileges of the trust hereby created, as hereinbefore provided), and their successors in title and their immediate families and such other persons as may be defined in the rules and regulations in writing, made from time to time by the said trustees and published by them, and provided, further that the term "lot owner" herein used, shall not include the stockholders or officers of a corporation acquiring title to any lot or lots in said allotment or persons acquiring ownership in common with others, to any lot or lots in said allotment, manifestly for the principal purpose of securing to themselves the privileges of the said common property.

(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 or allotments.

(3) The trustees shall collect money from the lot owners as herein provided, and from the sums so collected, and from any other moneys coming to their hands, shall pay taxes and assessments on said lands as they become payable; shall keep the weeds and grass out, 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 pavilion on Block "A" and any and all other buildings erected by them, 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 pavilion; and generally maintain all of said property in good order and condition for the use of lot owners in said allotment or allotments; provided that the maintenance and repair of said buildings be in the discretion of the said trustees and the said trustees shall have the power in their discretion to remove any of the said buildings, but in no event shall said trustees permit said buildings from lack of either maintenance or removal, to become unsightly objects and detrimental to the allotment.

(4) If at any time the owners of one hundred of the lots in said allotment or allotments 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 Silver Lake Estates Allotment, 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.

(6) The said trustees shall be empowered to adopt and publish from time to time reasonable rules and regulations with reference to the waters of Silver Lake, and the use of the same by the persons entitled to such use, as provided in this trust deed, such regulations to apply to boating, bathing, fishing, skating, hunting, trapping, shooting and other like uses, provide for the manner in which any of the above mentioned uses may be enjoyed or restricted, and to provide similar rules and regulations with reference to the remainder of the property conveyed by said Trust Deed.

(7) Nothing in this deed shall be construed to obligate said trustees to enter into any contract or incur any obligations with reference to the property herein described, unless the money therefor be in the hands of the said trustees and appropriated for the purpose of the proposed expenditure or obligation. The trustees shall not be personally liable on any contract, express or implied, and any contract of said trustees shall provide that any party to said contract shall have recourse for satisfaction, payment or indemnity solely to the Trust Estate, that for any judgment recovered against and paid by the trustees they shall be entitled to reimburse themselves from the Trust Estate, and that every note, bond, obligation or contract in writing made or given by the trustees, shall, by explicit reference to this Trust Deed, give notice of the limitations upon the power of the trustees, and of the exemption from personal liability of the said trustees, and shall contain an express declaration that no recourse shall be had in any event to any trustee.

(8) A majority of said trustees shall be sufficient to decide any matter arising under this deed, within the limits of the authority granted herein, and a quorum of said trustees necessary for a meeting shall be three. The trustees are authorized and empowered to pass By-laws for their organization, and for the regulation of business done by them not inconsistent with the terms of this Trust Deed. Said trustees shall keep a record in which any rules and regulations made by them with reference to the said property described herein, shall be recorded, and in which any By-laws passed by said Trustees for the purpose of their organization under this paragraph shall be likewise recorded. Rules and regulations made by said trustees for the use of the premises herein described, shall be published in such manner as said trustees may deem best, but a posting of the same upon a bulletin board in a conspicuous place on said Trust property shall be a sufficient publication of such rules and regulations.

MAKING AND COLLECTION OF ASSESSMENTS

The cost of all ordinary care of the lands and buildings in the hands of the trustees, and the taxes and assessments on the said lands and buildings and the necessary expense of the said trustees in carrying out their duties and in maintaining and preserving the property described in this Trust Deed and any buildings located thereon shall be charged by the said trustees to the several lot owners entitled to the privileges of said property described in this Trust Deed as herein provided, and said expense shall be divided among said lot owners by an annual

assessment as follows:- Each owner of a sub-lot or part of sub-lot in the allotment or allotments entitled to privileges in the property described in this Trust Deed, 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 and exclusive of the premises hereby conveyed to said trustees. All rights reserved to the grantor, and to the trustees by deed from grantor herein to owners of sub-lots, their heirs, executors, administrators and assigns, to pay such assessments and lien upon the several sub-lots reserved in said deeds, and the right to such lien shall pass by this conveyance to the said trustees, and the owner or owners of said sub-lots or part of sub-lot, shall be bound to pay the sum so assessed, to the said trustees, upon their written notice and demand therefor, and the said trustees shall have full power and authority to bring all action for the collection of such charges and assessments, and for the enforcement of any of such liens as in their judgment may be necessary and proper. Any extraordinary expenses for improvement of the property shall be met by voluntary subscription.

The ordinary expenses for which the trustees may charge to said lot owners as above provided, shall include those expenses which are necessary for the maintenance and improvement of the property described in this deed, for the common use of said lot owners as herein provided. The said charges, expenses, taxes and assessments shall be assessed by the said trustees in each year at such time as may be determined by said trustees, and said assessments shall be based on the tax value of each lot for the year in which said assessment is made, and said assessments shall constitute a lien on the land against which said assessment is made, as herein provided.

Thereupon said lot owners, upon receipt of notice to pay such assessment, shall pay the same in such time as shall be stated in said assessment, and said assessments shall constitute a lien upon the land against which said assessment is made, as herein provided.

IN WITNESS WHEREOF, The Silver Lake Improvement Company, by order of its Board of Directors and by authority of its stockholders, has, by C.B. Ellinwood, its President, and Edward C. Daoust, its Secretary, hereunto set its corporate name, this 27 day of April A.D. 1920; said Company having no seal.

Signed and Acknowledged
in the presence of:-

Beatrice Peters
Harry H. Walters

\$.50
S. H. H. H.
4/27/20.

THE SILVER LAKE IMPROVEMENT COMPANY

By C.B. Ellinwood, President
and Edward C. Daoust, Secretary.

STATE OF OHIO, SUMMIT COUNTY, ss.

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the above named C.B. Ellinwood and Edward C. Daoust, to me known and known to me to be the President and Secretary respectively of the Silver Lake Improvement Company, the corporation which executed the foregoing instrument and who severally acknowledged to me that they did sign said instrument as such President and Secretary respectively, for and on behalf of said corporation, and that the same is their free act and deed as such officers and the free and voluntary corporate act and deed of said The Silver Lake Improvement Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, this 27 day of April A.D. 1920.

Harry H. Walters,
Notary Public (Seal).

The undersigned, William R. Lodge, Duncan B. Wolcott, Henry M. Hagelbarger, Edwin W. Brouse and George W. Billow, accept the trust imposed upon them in the above conveyance and trust.

William R. Lodge
Duncan B. Wolcott
Henry M. Hagelbarger
Edwin W. Brouse
Geo. W. Billow.

The Silver Lake Park Company, by its President and Secretary thereunto duly authorized, hereby approves the foregoing conveyance and trust and confirms the same as the fulfillment of the covenant of the grantee contained in the deed from the Silver Lake Park Company to The Silver Lake Improvement Company, recorded in Volume 628, page 524, of the Records of Deeds of Summit County, Ohio.

THE SILVER LAKE PARK COMPANY,

By D.B. Wolcott, President
and Wm. K. Lodge, Secretary.

Received for Transfer May 28, 1920.
Received for Record May 28, 1920 at 10:05 A.M.
Recorded July 24, 1920.
Recorder's Fee \$4.20.

JACOB BAUER, Recorder.

COMPART

#82940

DEED OF CONVEYANCE.

From
The Peoples Savings & Trust
Co. of Akron, Ohio, Trustee.
To
Harley M. Gregg.

KNOW ALL MEN BY THESE PRESENTS: That The Peoples Savings & Trust Company, of Akron, Ohio, Trustee, a corporation, the grantor, in consideration of the sum of one dollar (\$1.00) to it paid by Harley M. Gregg, the grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey to said grantee, his heirs and assigns forever, the following described premises, to-wit:-

"Situated in the Township of Springfield, County of Summit and State of Ohio, and known as being Lot No. one hundred and eighty (180), of The East Akron Terrace Allotment, the plat of which is recorded in the Plat Records of Summit County, Ohio, Book 21, pages 14 to 18 inclusive, together with all the appurtenances thereunto belonging, but subject to all legal highways."

TO HAVE AND TO HOLD, the said premises, together with all the estate and interest therein, to the said grantee, his heirs and assigns forever, and the said grantor, for itself and its successors and assigns, hereby covenants with the said grantee, and his heirs and assigns that said premises are free and clear from all encumbrances whatsoever by, from through or under the said grantor, except taxes and special assessments falling due hereafter, which grantee assumes and agrees to pay and that said grantor will forever warrant and defend the same with the appurtenances thereto belonging unto the said grantee, his heirs and assigns against the lawful claims and demands of all persons claiming by, from, through or under the grantor herein, except as above specified.

AND it is understood and agreed upon the consideration aforesaid that this deed is delivered and accepted subject to the following conditions, limitations and restrictions which shall run with the land and shall be binding upon the said grantee, his heirs and assigns until the year A.D. 1940.

FIRST: That no intoxicating liquors shall be manufactured or sold on said premises.

SECOND: That no building or any portion thereof shall be located nearer than 25 feet to the front line of any lot fronting on Seiberling, Landon and Creston Streets, nor nearer than 15 feet to the front line of lots on other streets, and on any corner lot no garage, barn, shed or outbuilding shall be erected nearer than 15 feet to the side street line.

THIRD: That the premises hereby conveyed shall be used for residence purposes only; that no temporary dwelling of any kind shall be erected thereon, and that any residence erected on lots fronting on Seiberling Avenue shall cost and be reasonably worth not less than \$2000.00 and on any other street shall cost and be reasonably worth not less than \$1500.00 and such residence, shall face the street which said lot faces; that any and all fences shall be of neat construction and not over 3 1/2 feet high, except at the rear of said lots, and that no pig pens or other obnoxious or unsightly out-buildings shall be erected or maintained.