



The History of and Information Concerning Cedar Cove Allotment and Cedar Cove Association

General

By deed filed for public record on August 15, 1955 in Volume 262, Page 519 of the Erie County Deed Records (the "Boeckling Deed"), the G. A. Boeckling Company (later known and hereinafter referred to as Cedar Point, Inc.) conveyed to Sandusky Development Company ("The Development Company") two parcels of land on the Cedar Point Peninsula. One such parcel became the subject of the plat (the "Plat") of Cedar Cove Allotment ("Cedar Cove") filed for public record on December 28, 1955 in Erie County Ohio Plat Volume 15, Page 32. The Plat divides the land there described into 97 lots and the Beach. Lot 97 is the Cedar Cove Island.

A copy of the Plat is found in Appendix I.

The Development Company transferred ownership of the 97 platted lots and the Beach to various persons and organizations and was thereafter dissolved and is no longer in existence.

Each person who owns a Cedar Cove lot traces his ownership through the Boeckling Company and The Development Company and accordingly the Boeckling Deed and the pertinent Development Company Deed sets forth provisions that apply to his Cedar Cove lot.

The Boeckling Deed

In conveying the Cedar Cove area to the Development Company, the Boeckling Deed conveyed title to The Development Company of all land "from lake to bay" including that part of the "Chaussee" that lies within Cedar Cove. The Boeckling Deed defines the Chaussee as a strip of land 50 feet in width, 25 feet on each side of the centerline of the 18 foot wide paved portion thereof. The Boeckling Deed defines the Sand Beach as the strip of land between the Chaussee along the lake, northerly to the waters of Lake Erie.

The Boeckling Deed provides that as long as Cedar Point, Inc. "engages in business" on the "Resort Grounds" (now, the amusement park) it will be obligated at its cost to maintain, repair, improve and preserve the Chaussee.

The Boeckling Deed reserves and grants certain easements and sets forth building restrictions applicable to the Cedar Cove, including the following:

1. No buildings are permitted other than single, private dwelling houses.
2. No building, trailer or "structure already erected" shall be placed on the premises.
3. No part of any house shall be built within 40 feet of the centerline of the Chaussee.
4. No structures of any kind shall be placed on the Sand Beach without written approval of Cedar Point, Inc.

The Boeckling Deed reserved to Cedar Point, Inc. the right to remove any violation of such restrictions, at the expense of the violator.

The Development Company Deeds

All Development Company Deeds conveying lots 1-96 inclusive are virtually identical. Only the original purchasers of such lots from The Development Company obtained deeds with the detailed Cedar Cove provisions. Subsequent purchasers generally received title by short form deeds. Nevertheless, each Cedar Cove lot has the Boeckling Deed and a Development Company Deed "in its chain of title" and is subject to the provisions thereof.

Appendix II is a Table showing the Erie County Deed Volume and Page where there is recorded the Development Company deed to each Cedar Cove lot. Anyone can obtain a copy of any deed from the Recorder's office on the second floor of the Erie County Courthouse, 323 Columbus Avenue, Sandusky, Ohio for a charge of \$1.00 per page.

In general, the more important provisions of The Development Company Deeds may be summarized as follows:

1. Each of the deeds to Cedar Cove lakefront lots, i.e. lots 1-18, inclusive, conveyed title of the specified lot together with ownership of the Chaussee, but only to the northerly edge of the existing pavement. No owner of a lakefront lot "owns" the Beach in front of his lot. The Beach, as is noted below, is owned by the Cedar Cove Association. The "Beach" extends from the northerly edge of the Chaussee northerly to the lake.
2. Each of the deeds to Cedar Cove lots abutting Bayshore Drive, Willow Drive, Greenbriar Drive, Sunset Drive and Island Lane (collectively, the "Cedar Cove Streets") conveyed title of the specified lot together with ownership of the Cedar Cove Streets on which it abuts, to the centerline thereof. Accordingly, the Cedar Cove Streets are private streets, owned by Cedar Cove lot owners, subject to the right of all Cedar Cove lot owners to use the same for ingress and egress.
3. Each of the deeds to Cedar Cove lots abutting the lagoon that is situated between Greenbriar Drive and the northerly part of Sunset Drive, granted to the purchaser thereof the right to use the lagoon in common with other owners of lots abutting such lagoon, subject to such reasonable rules, regulations and restrictions as may be imposed from time to time by The Development Company and its successors. (See below regarding Cedar Cove Association becoming the successor to The Development Company respecting such rules and regulations.)

4. Each Development Company Deed granted to the owner of the subject Cedar Cove lot, for himself and his successors and the invitees of such owner and such successors, the right and privilege, in common with others who are owners of other lots in Cedar Cove, to drive over the Cedar Cove Streets and over the Chaussee, for purposes of ingress to and egress from such lot.
5. Each Development Company Deed reserved and granted certain easements for utility line purposes.
6. Each Development Company Deed specified certain building restrictions including those summarized as follows:
 - A. No structure is to be placed on a Cedar Cove lot without the prior written approval of the plans and specifications and location thereof by The Development Company or its successor (Cedar Cove Association).
 - B. No structure is to be placed on any Cedar Cove lot within 40 feet of the centerline of the Chaussee or within 25 feet of the centerline of a Cedar Cove Street.
 - C. Only one single private dwelling house is permitted on each lot.
 - D. No substance, liquid or thing of any kind other than surface drainage may be placed or discharged into the lake, the bay or the lagoon.
7. Each Development Company Deed reserved to The Development Company the right to abate and remove any structure or condition existing in violation of such restriction, at the expense of the violator together with the right to assign such enforcement power to the Cedar Cove Association. (See below as to such assignment.)

Cedar Cove Association

Cedar Cove Association was incorporated as an Ohio nonprofit corporation on June 5, 1958:

1. To own, control and regulate the use of real estate in Cedar Cove Allotment for the use and benefit of Cedar Cove lot owners.
2. To exercise the power that was reserved in The Development Company Deeds, to the extent assigned to Cedar Cove Association, including with respect to the Beach, the boat docking area (the island), the lagoon and the Cedar Cove Streets; and
3. To promote the common interests of Cedar Cove lot owners.

Cedar Cove Association is subject to the Ohio nonprofit corporation law and the Cedar Cove By-Laws and is governed by a Board of Trustees and officers. The more important provisions of the Cedar Cove By-Laws are:

1. Membership in Cedar Cove Association is limited to Cedar Cove lot owners. Non-voting Associate Membership is available to owners of the lots at the north end of Bayshore Drive that are not a part of Cedar Cove.
2. Trustees are elected by Cedar Cove Association members.
3. The power to govern the Association is vested in its Board of Trustees.
4. The By-Laws may be amended by a two-thirds vote of the Trustees.

Transfers of the Beach and the Island from
The Development Company to Cedar Cove Association

The Development Company transferred ownership of the Beach to Cedar Cove Association by deed dated October 6, 1958 and recorded in Erie County Deed Records, Volume 294, Page 86.

The Development Company transferred ownership to Cedar Cove Association all of but the easterly tip of the island by deed dated November 15, 1966 and recorded in Erie County Deed Records Volume 372, Pages 576-7. The easterly tip of the island, i.e. the portion lying easterly of the extension of the easterly line of Island Lane (i.e. the 30 foot wide strip of land between lots 39 and 40 that leads from Bayshore Drive to the island), was conveyed by The Development Company to James Sortino's predecessor in title. The portion of the island transferred to Cedar Cove Association on November 15, 1966 is herein referred to as "The Cedar Cove Island".

The November 15, 1966 Cedar Cove Island Development Company Deed to Cedar Cove Association divides the island into two separate parcels, the easterly 330 feet thereof (the "easterly end of the island") and the balance thereof (the "westerly end of the island"), i.e. the end nearest the tip of Sunset Drive. The easterly end of the island was transferred to the Association without its paying anything for it and in satisfaction of The Development Company's promise to provide a boat docking area and is restricted to use by Cedar Cove members and their guests for recreational and boat docking purposes and Cedar Cove Association is obligated to maintain the same in an attractive and neat condition.

The westerly end of the island was purchased from The Development Company by Cedar Cove Association for \$10,000 and is not subject to any restrictions as to use.

The same November 15, 1966 Development Company Deed to Cedar Cove Association refers to the establishment of an easement for ingress to and egress from the Cedar Cove Island over the 30 foot wide strip of land lying between Lots 39 and 40, i.e. Island Lane.

Assignment of Powers from The Development Company
To Cedar Cove Association

By document dated December 1, 1966 and recorded in Erie County Deed Records, Volume 448, Page 344, The Development Company assigned to the Cedar Cove Association the following rights and powers:

1. To impose reasonable rules, regulations and restrictions with respect to the Cedar Cove Streets and the lagoon.
2. To enter upon any of the lots in Cedar Cove and to summarily abate and remove at the expense of the owner of such lot, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions in the Boeckling Deed and/or in The Development Company Deeds.

3. To approve (or to refuse to approve) the plans and specifications and the location of any house on any Cedar Cove lot.

Summary of the More Important Information

The more important of the information set forth above may be summarized as follows:

1. Each Cedar Cove lot is subject to the detailed provisions of the Boeckling Deed and a Development Company Deed, including building restrictions.
2. Cedar Cove Association has the right to enforce The Development Company Deed building restrictions.
3. Cedar Cove Association owns the Cedar Cove Island and the Beach that lies within Cedar Cove and accordingly has the power to limit their use to Cedar Cove members and their guests and to adopt and enforce reasonable rules with respect thereto.
4. Membership in Cedar Cove Association is limited to the owners of Cedar Cove lots, except that non-voting Associate Membership is available to owners of the lots at the north end of Bayshore Drive that are not a part of Cedar Cove.
5. The Chaussee and the Cedar Cove Streets are private streets which Cedar Cove lot owners have the right to use for ingress to and egress from their respective lots. Subject to such easements, the Chaussee and the Cedar Cove Streets are owned by the owners of the lots that abut thereon.
6. Cedar Point, Inc. is obligated at its expense to maintain the Chaussee but is not obligated to maintain the Cedar Cove Streets.

CEDAR COVE ASSOCIATION
Sandusky, Ohio
October 3, 1989