NEW ENGLAND LAINES

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DECLARATION OF RESTRICTIONS

RESTRICTIONS FOR NEW ENGLAND LANES, INC.

WHEREAS, New England Lanes, Inc., a corporation, duly organized and existing under and by virtue of the laws of the State of Ohio, and Joseph H. Eichenlaub (hereinafter called the Owners) are the owners of all of the lots in New England Lanes, an Addition in Washington Township, Lucas County, Ohio; and,

WHEREAS, said Owners desire to make known the restrictions, conditions, covenants, charges and agreements, subject to which all of said property in said addition is now held and is to be conveyed by the Owners.

NOW, THEREFORE, said New England Lanes, Inc. and Joseph H. Eichenlaub, in consideration of the enhancement of the value of said property to themselves and to afford purchasers from the owners due and ample protection in the uses and occupancy thereof for the purpose for which it is designed, hereby declare that said real estate is held by the owners and shall be conveyed subject to all the restrictions, conditions, covenants, charges and agreements hereinafter set-forth, viz:

ARTICLE I

NUISANCES.

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

No signs of any character shall be erected, pasted, posted or displayed upon or about any lot in or part of said addition without the written permission of New England Lanes, Inc., 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 addition, whether public or private, whether here-tofore described or not, such nuisance shall be forthwith abated upon notice or demand to that effect from New England Lanes, Inc., and upon failure so to do, New England Lanes, Inc. or any owner or occupant of land in said addition 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 New England Lanes, Inc. 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 nuisance was committed, all the cost and expense, including attorney fees, incurred or expended in abating such nuisance.

The determination by New England Lanes, Inc., 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 said New England Lanes, Inc. from determining whether or not a breach of this covenant has taken place or to enjoin the abatement thereof.

ARTICLE II

USE OF LAND.

All lots in New England Lanes Addition shall be used for private single residence purposes only, except lots numbers one (1), forty-nine (49), fifty (50), and ninety-three (93) for which provision is herein-after made.

No single private residence building shall be less than eighteen (18) feet in height from the grade to the highest point in the attic, nor shall any residence building be more than two (2) habitable stories in height, exclusive of an attic.

No single dwelling costing less than Six Thousand Dollars ($6,000.00) shall be permitted on any lot in the addition. The ground
floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than eight hundred fifty (850) square feet in the case of a one-story structure nor less than six hundred fifty (650) square feet in the case of a one and one-half, two, or two and one-half story structure.

Not more than one (1) single residence and a two (2) car garage shall be erected on any one of the lots except lots numbers one (1), forty-nine (49), fifty (50) and ninety-three (93).

Should single private residence structures be erected on lots numbers one (1), forty-nine (49), fifty (50) and ninety-three (93), or upon one or more of said lots, the same may be used by physicians to practice their profession therein, provided said structures are used by them as residences.

Lots numbers one (1), forty-nine (49), fifty (50) and ninety-three (93) may be used for two (2) or four (4) family residences, exclusive of janitor’s quarters in the basement. Said two (2) or four (4) family residences shall not be less than eighteen (18) feet in height from grade to highest point in the attic, and shall not be more than two (2) habitable stories in height, exclusive of an attic. All two (2) or four (4) family residences must be of brick exterior construction. Garages for use of occupants of two (2) or four (4) family residences shall be of brick construction and shall face toward Central Avenue.

Not more than a four (4) car garage shall be erected on a lot on which a two (2) family residence has been constructed, and not over an eight (8) car garage shall be erected on a lot on which a four (4) family residence has been constructed.

No two (2) family residence, including garage, but exclusive of walks, drives, shrubbery and other improvements not a part of the structures, shall cost less than Ten Thousand Dollars ($10,000.00); and no four (4) family residence, including garage, but exclusive of walks, drives, shrubbery and other improvements not a part of the structures, shall cost less than Fourteen Thousand Dollars ($14,000.00).
All residences shall face Cheltenham or Aldringham streets.

ARTICLE III
SET BACKS.

No building, or part thereof, shall be erected or maintained on any part of said lots closer to any street than is shown by the set back lines on the recorded plat of said New England Lanes Addition.

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.

No building, or part thereof, shall be erected or maintained on any part of said lots closer than five (5) feet from the side line of the lot.

No building, or part thereof, shall be erected or maintained on any part of lots numbers one (1), forty-nine (49), fifty (50) and ninety-three (93) closer than ten (10) feet from the north line of said lots.

ARTICLE IV
APPROVAL OF PLANS.

No building, fence, hedge, wall, walk or other structures, grading or planting, shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location and approximate cost of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by New England Lanes, Inc. and a copy thereof, as finally approved, lodged permanently with New England Lanes, Inc. New England Lanes, Inc. shall have the right to refuse to approve any such plans or specifications or
grading plans, which are not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such plans, specifications and grading plans, it shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure, as planned, on the outlook from the adjacent or neighboring property.

No building, fence, hedge, wall, walk, or other structure, grading or planting shall be constructed, erected, maintained, added to, changed or altered otherwise than strictly in accordance with the plans and specifications so approved in writing by New England Lanes, Inc.

ARTICLE V
EASEMENTS.

Easements and rights of way are hereby expressly reserved by the Owners, in, upon and over the rear four (4) feet of each lot in said Addition, for the purposes of rights of way for public utilities.

ARTICLE VI
RIGHT TO ABATE VIOLATIONS.

Violations of any restriction or condition or breach of any covenant or agreement herein contained shall give New England Lanes, Inc., 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 New England Lanes, Inc. shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

ARTICLE VII
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 New England Lanes,
Inc. or the owner of any land included in said Addition, their respective legal representatives, heirs, successors and assigns, and failure by New England Lanes, Inc. or any land owner, 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 breach or as to one occurring prior or subsequent thereto.

ARTICLE VIII
DURATION OF RESTRICTIONS.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1969, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

ARTICLE IX
Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

ARTICLE X
No residential structure shall be erected or placed on any building plot, which plot has an area of less than sixty five hundred (6500) square feet or a width of less than fifty (50) feet at the front building setback line.

ARTICLE XI
No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the addition shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

AND, First Toledo Corporation, mortgagee, in consideration of the sum of One Dollar ($1.00), receipt of which is hereby acknowledged, joins in the execution of the foregoing Declaration of Restrictions.
IN WITNESS WHEREOF, New England Lanes, Inc. has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary, and First Toledo Corporation has caused its corporate name to be subscribed and its corporate seal to be affixed to these presents by its President and Secretary, and Joseph H. Eichenlaub has hereunto set his hand, all this 7th day of November, 1940.

Signed, sealed and acknowledged in presence of

C. F. Wasserman

(Sgd.) By T. B. Huetter

President

H. J. Loack

(Sgd.) By A. C. Ehrenfried

Secretary

NEW ENGLAND LANES, INC

(S E A L)

FIRST TOLEDO CORPORATION

C. F. Wasserman

(Sgd.) By Cletus Y. Wolfe

President

H. J. Loack

(Sgd.) By James R. Newell

Secretary

(C S E A L)

STATE OF OHIO

COUNTY OF LUCAS

Before me, a Notary Public in and for said County, personally appeared T.B. Huetter, President, and A.C. Ehrenfried, Secretary of New England Lanes, Inc., who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, that they did sign and seal said instrument as President and Secretary, respectively, of said New England Lanes, Inc. in behalf of said corporation and by authority of its board of directors; and that said instrument is the voluntary act and deed of said T.B. Huetter and A.C. Ehrenfried as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 7th day of November, 1940.

C.F. Wasserman

Notary Public, Lucas County, Ohio

(S E A L)

C.F. Wasserman, Notary Public

My Commission expires Sept. 17, 1942
STATE OF OHIO 
COUNTY OF LUCAS

Before me, a Notary Public, in and for said County, personally appeared Cletus V. Wolfe, President, and James R. Newell, Secretary of First Toledo Corporation who acknowledged that the seal affixed to said instrument is the corporate seal of said corporation, and that they did sign and seal said instrument as President and Secretary, respectively, of said First Toledo Corporation in behalf of said corporation and by authority of its board of directors; and that said instrument is the voluntary act and deed of said Cletus V. Wolfe and James R. Newell as such officers and the voluntary act and deed of said corporation for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal this 7th day of November, 1940.

C. F. Wasserman
Notary Public, Lucas County, Ohio

(S E A L)

C. F. Wasserman, Notary Public
My Commission Expires Sept. 17, 1942

STATE OF OHIO 
COUNTY OF LUCAS

BE IT REMEMBERED, that on the 7th day of November, 1940, before me, the subscriber, a Notary Public within and for said County, personally appeared Joseph H. Elchenlaub, one of the parties to the above instrument, and acknowledged the signing thereof to be his voluntary act and deed for the purposes therein mentioned.

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

C. F. Wasserman
Notary Public, Lucas County, Ohio

(S E A L)

C. F. Wasserman, Notary Public
My Commission Expires Sept. 17, 1942

Received for record November 8, 1940 at 3:15 P.M., and recorded in Volume 1160 of Mortgages page 195.