THORPE PARK

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DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: THAT:

WHEREAS, the undersigned, being all of the owners of the following described parcels of real estate situated in Washington Township, Lucas County, Ohio, to wit:

Lots 1 through 16 inclusive, in Thorpe Park, a Subdivision in Washington Township, Lucas County, Ohio,

are desirous of establishing certain restrictions upon the manner of use, improvement and enjoyment of said lots and parcels of realty.

NOW THEREFORE, in consideration of the premises, and in consideration of the enhancement of the value of said realty and to accord future purchasers of said lots due and ample protection to the end that said lots, their use and development will follow the general plan contemplated by the owners, said owners, for themselves, their heirs and assigns, hereby declare and stipulate that each lot in said Thorpe Park shall be bound by the following restrictions and hereafter shall be conveyed subject to them:

1. These covenants shall run with the land and be binding upon the owners and all persons claiming under or through them until January 1, 1979, at which time said restrictions and covenants shall be automatically extended for successive periods of 10 years each, unless and until such time, within a period of 6 months immediately preceding the expiration of the original term of said restrictions or any successive term, the then owners of a majority of said lots shall have elected in writing to change, in whole or in part, or to terminate these restrictions, and shall have placed said election of record.
2. If the owners, their heirs, successors or assigns, shall violate any of these covenants and restrictions, it shall be lawful for any person, persons, firm, association or corporation owning, having any interest in, or composed of the owners of any of the lots or portions of lots in Thorpe Park to prosecute proceedings at law or in equity against the person, persons, firm, association or corporation violating or attempting to violate these covenants and either to prevent him, or them, from so doing or to recover damages for such violations.

3. The invalidation of any one or more of these covenants shall in no way affect any other provision of this declaration.

4. All lots, subdivisions of lots, and portions of Thorpe Park shall be used for single family residential purposes only. No building of any kind shall be placed thereon except residence buildings and the necessary and proper outbuildings to be used in connection therewith. Not more than one residence shall be built upon any one lot as now platted. No trailer, basement, tent, shack, garage, barn or other outbuilding or vehicle shall be used upon said lots, subdivision of lots or portion of Thorpe Park as a residence either temporarily or permanently.

5. No trade, business, profession or use whatsoever, other than for residential purposes, except those necessarily incidental to residential use, whether for profit or otherwise, shall be permitted, carried on or conducted in said tract.

6. Other than 2 dogs, 2 house cats, and birds and fish maintained and kept as pets within the dwelling, the maintenance or harboring of any other animal, bird, or fowl is expressly prohibited.

7. No building, sign or fence shall be erected, placed or altered on any building plot, lot or site in Thorpe Park unless approval of the plans, specifications and plot plan showing the location of such building, sign or fence has first been approved in
writing, both as to conformity and harmony to external design with
the desired structures to be erected in Thorpe Park and as to the
location of such proposed building or fence with respect to topography
and landscaping, by a majority of The Thorpe Park Architectural
Committee, which committee shall consist of James B. Thorpe, Clifford
C. Loss and Donald James, and such other persons as a majority of
said committee may, from time to time, elect to fill vacancies
created in said committee. The decision of said committee in granting
or denying approval shall be final and binding upon all owners of any
part of Thorpe Park during the term of these restrictions or any
extension thereof.

IN WITNESS WHEREOF, the undersigned, being all of the owners
of the above described realty, do hereby declare and establish the
foregoing restrictions and covenants and execute the same at Toledo,
Ohio, this 23rd day of November, 1953.

Signed by James P. Thorpe.

Two witnesses.

Acknowledged November 23, 1953 by the above named before a
Notary Public, Lucas County, Ohio (Seal).

Received for record December 3, 1953 at 2:03 P.M., and re-