

**CROSSROADS BUSINESS PARK  
DEVELOPMENT STANDARDS CHECKLIST  
10-8-98**

**Project Name:** \_\_\_\_\_

**Proposed Use:** \_\_\_\_\_

**Date Plan Submitted:** \_\_\_\_\_

**Date of Review:** \_\_\_\_\_

**Applicant:** \_\_\_\_\_

	Tenants/User type
	Name of development
	Building material color sample(s)
	Building materials type/samples
	Are building materials acceptable?
	Plan based on boundary survey prepared by registered surveyor
	Legal description on site
	Plan scale 50' or less to the inch
	Northpoint
	Site acreage
	Property lines/dimensions illustrated
	Parking areas/spaces illustrated
	Adequate number parking spaces provided
	Parking aisles and spaces meet minimum dimensional requirements
	Drainage plan and calculations received and acceptable
	Building meets setback requirements



	Location and dimension of existing and proposed utilities on and adjacent the site illustrated
	Building size (sq.ft.)
	Extent of curbs/paving illustrated
	Landscape plan submitted
	Landscape plan acceptable
	Location and screening of overhead doors/loading areas/outdoor storage areas/proposed public access
	Building elevations
	Signage
	Existing or proposed easements illustrated (type, extent, nature noted)
	Access ways
	Trash collection system/dumpster locations
	Exterior lighting

**REQUIREMENT OF NOTE:**

1. Setbacks

- Front yard 50'
- Side yards 15'
- Rear yards 40'

Rear yard is determined to be the yard opposite the narrowest frontage.

2. A maximum of two entrances are permitted.

3. Parking areas shall be located no closer than 25' from the adjacent right-of-way line.

4. All parking areas must comply with Chapter 1282 of the Perrysburg Planning & Zoning Code.



5. Written approval of plans must be provided by the ARC prior to the issuance of a zoning permit.

Date of approval (in writing) from ARC \_\_\_\_\_



**DECLARATION OF RESTRICTIONS/SITE DEVELOPMENT STANDARDS  
FOR  
CROSSROADS BUSINESS PARK**

KNOW ALL MEN BY THESE PRESENTS, that Whereas Reserve Associates Limited, an Ohio Limited Liability Company and Mary E. Hartsel, an individual referred to hereinafter as "Developer" are the owners in fee simple of the real property described in Exhibit "A", which is attached hereto and made a part hereof being located in the City of Perrysburg, Wood County, Ohio ("Property"); and,

WHEREAS, the Developer desires to develop, plat and subdivide the Property as a planned business park within the meaning and pursuant to the provisions of Chapter 1276 of the Perrysburg Municipal Code ("Code") and deems it desirable for their own benefit and for the benefit of all future owners or occupants of all or any part of the Property to adopt restrictions as to the manner of use, improvement and enjoyment of the Property which shall be known as Crossroads Business Park ("Crossroads") and to further establish certain easements and rights, in, over and upon the Property comprising Crossroads.

WHEREAS, the Developer, in furtherance of such purpose, desires to establish and adopt a Declaration of Restrictions ("Restrictions"), which shall also constitute the site development standards for purposes of Section 1260.01 (f), Section 1262.08 and Chapter 1276 of the Code.

NOW, THEREFORE, to promote and establish a general plan of development and in consideration of the enhancement in the value of all lots hereafter conveyed in Crossroads the Developer does hereby declare and stipulate that each lot in Crossroads shall hereafter be conveyed, subject to the restrictions hereinafter set forth.

Set forth below are the standards for development for Crossroads, which has been zoned Planned Business Park (PBP) district. These standards and those established in Chapter 1276 of the Code shall apply to all development within this business park.

1. APPROVAL OF PLANS

A. Architectural Review Committee:

There is hereby established an Architectural Review Committee ("ARC"), which shall have the responsibility for reviewing all development plans against the development standards contained herein and is granted full authority to approve said plans in writing should they be found to comply with all the requirements of the development standards. The ARC shall consist of four (4) members: the City of Perrysburg Planning and Zoning Administrator; an architect to be appointed by the City of Perrysburg; and two persons to be from time to time designated by the Developer and their successors and assigns. All requirements stated in Section 1276.04 of the Code shall apply. The costs and expenses of the City architect shall be paid for by the Developer or a property owners association upon its formation.

B. Submission of Development Plans:

No building, structure, wall, fence, hedge, landscape feature, sign, parking lot or other structure or improvement of any kind shall be installed, erected, placed, assembled, altered or maintained on any lot until and unless the proposed use and the plans and specifications for the same, showing the nature, shape, size, color, architectural design, materials, location and landscaping, paving plans, curbing and storm drainage have been submitted in writing to the ARC and the ARC has approved in writing such plans and specifications as conforming to the development standards and all applicable zoning requirements, including Chapter 1276.

Site development plans shall include, without limitation: site plans showing proposed land contouring or grades; adequate information as to the amount of impervious surface and the impact upon surface drainage; building locations; parking area with parking stalls indicated; landscaping; loading areas; access ways and other paved areas, elevations of all structures and improvements; location of utilities; and, signage. Development plans shall also describe in detail the type of construction, colors and materials. Likewise, alterations and/or additions to any previously approved building or other structures or improvements on the Lots must also be approved in writing by the ARC as complying with the development standards and the requirements of the PBP Zoning District, and shall thereafter be built and constructed in accordance with said approved plans.



Development plans shall be submitted in writing over the signatures of the owner of the building site or the owner's agent. The plans shall be based on a boundary survey prepared by a registered surveyor and shall conform to, and contain, all of the items listed in the following requirements:

- (a) Proposed name of the development;
- (b) Legal description of the site;
- (c) Scale of 50 feet or less to the inch;
- (d) Northpoint;
- (e) Site acreage;
- (f) Property line definition and dimensions of the perimeter of the site;
- (g) Grades and elevations of the site and the improvements to be placed thereon and impact of development on adjacent land areas of the site to be developed;
- (h) Existing and proposed surface drainage ways and surface sheet flow patterns;
- (i) Existing easements on the site with notations as to their type, extent and nature;
- (j) The location and dimensions of existing and proposed utilities on and adjacent to the site, including the nearest sanitary sewer, with manhole invert elevations;
- (k) General layout of the site indicating and illustrating property lines, minimum lot areas, minimum building set backs and yards, location and extent of major off-street parking areas, etc.;
- (l) All proposed structures shall be located, showing square footage, tenant or user types, if known, expected entrance ways and service or loading areas;
- (m) Proposed landscape treatment;
- (n) Common open areas, if any;
- (o) Proposed utility patterns and provisions, including sanitary sewers, waste disposal systems, storm sewers, trash collection systems, location of exterior lighting, and water supply including relevant easements;

- (p) Provisions for accommodating surface drainage run-off; and,
- (q) Proposed architectural design criteria.

C. Basis for Plan Approval:

Approval shall be based, among other things, on the adequacy of building site dimensions, integration and impact of the exterior design on existing neighboring structures, effect of location and use of improvements on neighboring buildings, operations and uses; relation of topography grade and finished ground elevation of the building site being improved to that of the neighboring buildings located and constructed on adjacent property, proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these development standards as set forth herein and all applicable zoning regulations. The ARC shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

D. Time Frame for Approval:

Within ten (10) business days after submission of plans and specification to a designated representative of the ARC, the members of the ARC shall convene in person or by proxy to review the plans and specifications as submitted and shall approve or disapprove the plans and specifications, or in the alternative, may adjourn any meeting for an additional meeting in accordance for the submission of additional information or revised plans and specifications as may be requested by the ARC. The ARC shall have the right by majority vote to approve plans and specifications on a conditional basis with the conditions to be specifically set forth. The ARC shall be authorized to meet without a formal meeting which shall include meetings by telephone conference or by such other means as it may adopt.

2. YARD REQUIREMENTS/BUILDING PLACEMENT/SITE DESIGN

A. Building Lines and Construction Requirements

The front yard set back of any structure shall be fifty (50) feet from the edge of the public right-of-way providing access to the property; and no structure of a permanent nature shall be constructed within fifteen (15) of any side yard line. No building shall be erected within forty (40) feet of the rear lot line.

B. Parking Areas and Access Drives:

No more than two (2) entrances shall be permitted to a Lot across a public right-of-way. There shall be no parking of automobiles or motor vehicles of any kind on parking lots or

associated maneuvering lanes within twenty-five (25) feet from the front edge of the public right-of-way, and no parking is to be permitted on the public roadways. The area between the property lines and building lines is to be used for landscaped areas, lawns, walks or off-street parking. All parking areas shall be paved and properly graded.

Adequate off-street parking shall be provided by each owner and tenant for customers, visitors, and employees. The locations, number and size of parking spaces shall be subject to approval by the ARC and shall comply with Chapter 1282 of the Code.

C. Outside Storage:

All outside storage areas shall employ screening and/or fencing which shall be included in the approvals for site and landscaping plans. Outside storage areas shall be confined to approved locations kept in an organized and orderly manner, with no growing or noxious weeds permitted.

No materials, supplies, equipment, finished or semi-finished products or articles of any nature shall be stored or permitted to remain on any building site outside of the building without proper permanent screening, other than in designated storage areas, and approval in writing by the ARC. No material storage of any kind shall be placed or located within any public utility easement or right-of-way.

D. Overhead Doors:

Overhead doors and loading docks shall be located on the sides or rear of any building unless the ARC approves plans for construction on the front. Landscaping shall be utilized to screen the view of overhead doors and/or loading docks from public right-of-ways and adjacent lots.

E. Debris and Rubbish:

All rubbish, debris, trash and garbage to be removed from the site shall be temporarily stored and maintained in containers, sited on pads as approved in writing by the ARC which containers shall be screened from sight of the right-of-way and adjacent lots. Additional regulations for the storage, maintenance and disposal of rubbish, debris trash and garbage may, from time to time, be established by the ARC.

F. Exterior Lighting:

All exterior lighting must be arranged or shielded as to avoid excessive or non-essential

glare reflections onto any portion of any adjacent street onto the path of oncoming vehicles or onto any adjacent parcel. The placement of exterior lighting shall be approved in writing by the ARC.

G. Miscellaneous:

All paving, curbs and dedicated roadways shall comply with standards of the Code as may be applicable to Planned Business Parks.

Grades and slopes shall be established with the approval of the ARC and to fix the grades at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan and plat.

3. NOXIOUS AND OFFENSIVE USES AND MAINTENANCE OF PROPERTY.

There shall not be erected nor maintained by any owner, lessee or occupant upon any lot any uses, which are deemed by the ARC to be noxious or offensive uses to the owners of adjacent property. Each owner, lessee or occupant of any Lot shall be obligated to maintain the Lot and any approved improvements constructed thereon in good condition and the ARC is authorized to enforce this obligation.

4. LANDSCAPING.

A landscape plan shall be submitted to and approved in writing by the ARC prior to the start of construction on any Lot. No fence, wall, mass planting or any landscape feature shall be erected or installed without prior approval of the ARC.

It shall be the responsibility of the owner of each lot to landscape and maintain the lot in accordance with the approved landscape plan. All lots shall be landscaped with plantings along the side and rear property lines. The perimeter of all parking areas shall be planted or mounded or fenced to a height sufficient to provide reasonable shielding of the view of parking areas from public rights-of-way and adjoining lots.

All landscaping plans shall include information regarding the types of trees, hedges and shrubs and information regarding customary landscape treatment for the entire site, including fences, walls and screening.

The area between the property lines and building lines is to be used for landscaped areas, lawns, walks or off-street parking.

A landscape buffer of not less than fifty (50) feet shall be maintained on any lot abutting an area zoned for residential use. In addition, the owner of any lot on which trees are presently located shall in the development of the site preserve the maximum number of trees which will not interfere with his intended use of the lot provided further however that no healthy tree having a diameter of ten (10) inches or more shall not be removed from the twenty (20) foot area of woods north of the existing pond without the approval of the ARC.

Where fences are used for screening they shall conform in style, materials and height to standards adopted by the ARC. Where trees and/or shrubs are used for such screening purposes, such landscape material shall be located no closer than three (3) feet to any property line. All fencing shall be maintained at least 0.3 feet from any property line.

All approved landscaping to be provided on any building site shall be completed within six (6) months from the date of occupancy of the building site. No time extensions shall be granted by the ARC unless an emergency is declared.

5. USE OF LOTS.

All future owners of lots in Crossroads shall use said lots for lawful purposes only and shall comply with all applicable zoning, building and health regulations in the construction of improvements on said lots and use of said Lots.

6. BUILDING DESIGN AND MATERIALS.

A. Architectural Design and Exterior Elevations:

Exterior elevations shall be submitted for review and approval by the ARC for each proposed building. The construction design should focus on all sides of the building and not just the front facade. Accessory buildings and enclosures, whether attached or detached from the main structure, shall be of similar compatible design and materials used for the main structure.

B. Building Materials and Colors

All exterior building materials and colors must be approved by the ARC so as to be compatible with neighboring properties. Pre-engineered metal buildings shall have a distinctive front facade. Sample materials and color chips for the proposed building materials and color to be used on site shall be submitted for approval with each development plan to the ARC.

C. Codes.

All owners of lots shall use the lots only for lawful purposes and shall comply with all

applicable zoning, building and health regulations in the construction of any improvements and in the use of the premises:

D. Proposed Building Use:

All production, assembly, processing and storage of materials to be incorporated into a product shall occur within enclosed buildings. The projected number of employees associated with the building site shall be presented to the ARC with the development plan submission.

7. SIGNAGE.

The ARC shall have control over all signage for the properties and must approve the size, location, height, letter styles, colors, lighting and materials. Until such time as the ARC establishes comprehensive signage regulations, Chapter 1286 of the City of Perrysburg's Zoning Code shall be used to regulate all signage.

Subject to approval of site and landscaping plans, no pole, or overhead or exposed wires, whether for use in connection with radio, telephone, electric light or any other purpose shall be installed, erected, placed or permitted to remain upon said premises unless approved by the ARC.

8. GRADES AND SLOPES.

Developer reserves the sole and exclusive right to establish grades and slopes on the premises herein described and to fix the grades at which any structure shall hereafter be erected or placed thereon, so that the same may conform to a general plan and plat.

9. UTILITIES, SERVICES AND EASEMENTS.

Developer reserves a perpetual easement in, through, under and/or over those portions of the rear and sides of each lot, as shown on the plat of Crossroads designated at utility right-of-way. Developer reserves the right to change, relocate or abandon such easements or rights-of-way as may be necessary in the development of the Property, for the construction, operation and maintenance of electric lights, telephone lines and conduits and water, gas and sewer lines, and conduits or any other public utility facilities and storm drainage and retention ponds, together with the necessary or proper incidents or appurtenances; and no building or any part thereof shall be erected or maintained upon any part of the Property in Crossroads, over or upon which easements for the installation and maintenance of public utilities and storm sewers will be or have been granted unless or waived by the ARC.

10. SUB-DIVIDING LINES.

No lot shall be sub-divided or split without the prior written consent of the ARC. Lots shall be created using the "Approval Without Plat" procedure specified in Chapter 1224 of the Code excluding Section 1224.01(a)(1) which shall not apply.

11. REMEDIES UPON VIOLATION.

Each Grantee of Developer, by the acceptance of a deed of conveyance, accepts the real property subject to all restrictions, conditions, covenants, reservations, easements, and the jurisdiction, right and powers of Developer, created or reserved by this Declaration or by plat or deed restrictions heretofore recorded, and all easements, rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall run with the land and bind every and subsequent owner or occupant as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The violation of any restriction or condition, or the breach of any covenant or provision herein contained shall give the Developer the right; (a) to enter upon the land upon which, or as to which, such violation or breach exists, and to summarily abate and remove, at the expense of the owner of said lot or lots, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereof and Developer shall not thereby be deemed guilty of any manner of trespass; or (b) the continuance of any breach may be enjoined, abated, or remedied by appropriate legal proceedings either at law or in equity, by the Developer. The Developer further grants to the ARC the power and authority to enforce the restrictions set forth hereinabove in the event the Developer or Property Owners Association shall fail to enforce or comply with said restrictions.

12. ARC LIABILITY.

Neither the ARC nor the Developer or their respective successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner or land affected by these Restrictions, by reason of mistake in judgment, negligence of nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans to the ARC for approval agrees, by submission of such plans and specifications, and every owner or tenant of any of such building site agrees, by acquiring title thereto, or an interest therein, that he will not bring any action or suit against the ARC or the Developer to recover any such damages.

13. SUBORDINATION TO MORTGAGES.

All restrictions, covenants, conditions, agreements and other provisions herein contained shall be deemed subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage or hereafter executed, encumbering any of the Property, and none of said restrictions, covenants, conditions, agreements, or other provisions shall supersede or any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. It is distinctly understood and agreed, however, that if any portion of said Property is acquired in lieu of foreclosure or is sold under foreclosure of any mortgage or under any judicial sale, any purchaser at such sale, his heirs, successors, or assigns, shall hold any and all property so purchased or acquired subject to all of the restrictions, covenants, conditions, agreements and other provisions of this Declaration of Restrictions.

14. FAILURE TO ENFORCE NOT A WAIVER.

No restrictions imposed hereby shall be abrogated or waived by any failure to enforce the provisions hereof, no matter how many violations or breaches may occur, or their duration.

15. SEVERABILITY OF RESTRICTIONS.

The invalidity of any restriction hereby imposed or of any provision hereof or any part of such restriction or provision shall not impair or affect in any manner, the validity, enforceability or affect the rest of this Declaration.

16. VIOLATION OF RULES AND REGULATIONS.

A violation of any of the rules and regulations of the owners hall be deemed a violation of this Declaration and may be enjoined as herein provided.

17. MODIFICATIONS AND AMENDMENTS.

This Declaration of Restrictions may be modified and amended upon the written consent to such modification or amendment of a majority of the owners of record of the lots in Crossroads and concurrence of the ARC and City of Perrysburg per the stated requirement of the PBP Zoning District. The Developer shall have the right to modify and amend until the formation of the Property Owners Association as provided for hereinafter with concurrence of the ARC and City of Perrysburg per the stated requirement of the PBP Zoning District. Any modification and/or amendment shall be set forth in writing and denominated as a modification of or amendment to this Declaration of Restrictions and those consenting to such modification



and/or amendment shall execute said document in a recordable form and thereafter such document shall be filed for record with the Recorder of Wood County, Ohio. Upon recording, such modification or amendment after the formation of the Property Owners' Association, if executed by the majority of the record owners of lots of said Subdivision and concurrence of the ARC and City of Perrysburg per the stated requirement of the PBP Zoning District, shall be binding upon all lots in said Subdivision and together with this Declaration of Restrictions shall continue in full force and effect. Provided, however, that any previous action taken by owners of lots in said Subdivision in reliance upon the original Restrictions, which action would be prohibited after any modification or amendment of these Restrictions, shall not be affected by any such modification or amendment. Amendment, modification or termination of the foregoing restrictions to be effective shall be expressly subject to approval of the zoning body having jurisdiction of the subject property.

18. AUTHORIZED SIGNATORIES.

Whenever any of the foregoing covenants, restrictions, reservations, or agreements provide for any approval, designation, determination, modification, amendment, consent or any other action by the Developer, or either of them any such approval, designation, determination, modification, amendment or consent or any other action shall be sufficient if executed by Reserve Associates Limited or its duly authorized successor with the concurrence of the ARC and/or the City of Perrysburg as may be required by applicable law, statute or ordinance.

19. PROPERTY OWNERS ASSOCIATION.

Upon the sale of not less than eighty (80%) per cent of area in said Subdivision, the Developer may, but shall not be compelled to, establish a Crossroads Business Park Property Owners Association ("POA"), which shall be made up of all owners of the Lots. The Developer, shall establish the rules and by-laws for the conduct of the business to be conducted by the POA which shall thereafter bind all of the owners of lots of said Subdivision. After creation of the POA and the formulation of its rules and regulations by the Developer, every owner (of a Lot) shall become a member thereof and shall be entitled to one vote on each matter submitted to the membership of the POA for each lot owned by him, her or it, provided however, where title to a lot is more than one person or entity, such co-owners acting jointly shall be entitled to one vote for each lot owned by them. Formation of a property owners association shall not affect or

conflict with the membership and authority of the ARC as stipulated in the PBP District requirements for the purpose of approving all plans for construction or alterations of buildings, including site plans and landscaping.

The POA, by vote of its membership conducted under the rules and regulations formulated in the first instance by the Developer may adopt such reasonable rules and regulations as it may determine advisable for the maintenance, conservation and beautification of the Property and for the health, comfort, safety and general welfare of owners of said property shall at all times be maintained subject to such rules and regulations.

In addition, the Developer and POA may be an instrument in writing in the nature of an assignment, vest the POA, if and when formed, with the rights, privileges and powers herein retained by the said Developer, which said assignment shall be recorded in the office of the Recorder of Wood County, Ohio.

20. BINDING EFFECT.

This Declaration of Restrictions and the covenants, conditions, agreements and provisions contained herein shall run with all of the land in Crossroads Business Park and shall be binding upon all persons (whether natural, corporation, or otherwise), their heirs, successors, executors, administrators and assigns, who hold any interest whatsoever in Crossroads Business Park and the real property which is the subject of this instrument regardless of how or in what manner said interest is acquired.

IN WITNESS WHEREOF, Reserve Associates Limited and Mary E. Hartsel have executed this Declaration of Restrictions this \_\_\_\_ day of \_\_\_\_\_, 1998.

WITNESSED:

\_\_\_\_\_

Reserve Associates Limited

\_\_\_\_\_  
Norman C. Hartsel, General Manager

\_\_\_\_\_  
Mary E. Hartsel