

**SOUTHPOINT BUSINESS PARK  
DEVELOPMENT STANDARDS CHECKLIST  
11-18-96**

**PROJECT NAME:** \_\_\_\_\_  
**PROPOSED USE:** \_\_\_\_\_  
**DATE PLAN SUBMITTED:** \_\_\_\_\_  
**DATE OF REVIEW:** \_\_\_\_\_  
**APPLICANT:** \_\_\_\_\_

	Tenants/use type/description of operations/nature of proposed business
	Name of Development
	Building material color sample(s)
	Building materials type/sample
	Are building materials acceptable?
	Plan based on boundary survey prepared by a registered surveyor
	Legal description of 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 aisle and spaces meet minimum dimensional requirements
	Drainage plan and calculations received and acceptable
	Building setbacks meet requirements

	Location and dimension of existing and proposed utilities on and adjacent the site illustrated
	Building size
	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 location
	Exterior lighting
	Integration and impact of exterior design on existing neighboring structures
	Effect of location of building and proposed use on neighboring buildings
	Relation of topography/elevation to neighboring buildings
	Proper facing of main elevation with respect to nearby streets

**REQUIREMENTS OF NOTE:**

1. Setbacks

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

For lots 1 and 7:

- If building is to face Eckel Junction Road - rear yard = 20'
- If building is to face Southpoint Road - rear yard = 40'

The rear yard is defined as the required yard opposite the narrowest frontage.

2. There shall be no more than two (2) entrances to the property from the public right-of-way.
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. Overhead doors shall be restricted as to no more than one overhead door on the public access side of the building; overhead doors and loading docks may be located on the sides and to the rear of the buildings if adequately fenced, screened and approved in site and landscaping plans.

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

AMENDED  
DECLARATION OF RESTRICTIONS/SITE DEVELOPMENT STANDARDS  
FOR  
SOUTHPOINT BUSINESS PARK

KNOW ALL MEN BY THESE PRESENTS, that Whereas Southpoint Partners, an Ohio Partnership, sometimes referred to hereinafter as "Developer" is the owner in fee simple of the real property described in Exhibit "A", which is attached hereto and made a part hereof the same as if fully rewritten herein, being located in the City of Perrysburg, Wood County, Ohio, and

WHEREAS, the Developer desires to establish for their own benefit and for the benefit of all future owners or occupants of all or any part of Southpoint Business Park restrictions as to the manner of use, improvements of and enjoyment of the above described real property in Southpoint Business Park and to further establish certain easements and rights, in, over and to real property comprising of Southpoint Business Park.

WHEREAS, the Developer desires to amend the Declaration of Restrictions, which shall also constitute the site development standards for purposes of Section 1260.01 (f), Section 1262.08 and Chapter 1276 of the Perrysburg Municipal Code relating to planned business park, the development standards for development adopted pursuant to the City of Perrysburg Ordinance 158-92, 159-92 and 180.92, and shall amend the Declaration of Restrictions previously recorded in the Offices

of the Wood County Recorder, Volume 636, Page 792 of Mortgages on March 3, 1989

NOW, THEREFORE, in consideration of the premises and in consideration of the enhancement and the value thereof, and to afford the Developer and owners of the real property ample protection for occupancy thereof and for the purposes of which the same are designated and to provide a general plan for the development of said property designed to make the same more attractive for the intended purposes, the Developer and owner hereby declare and stipulate that each lot in Southpoint Business Park shall hereafter be conveyed by them, subject to the restrictions hereinafter set forth.

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

1. APPROVAL OF PLANS.

A. Architectural Review Committee (ARC):

There is hereby established an Architectural Review Committee which shall have the responsibility of 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 composed of the City of Perrysburg Planning and Zoning Administrator, an architect to be appointed by the City, and two partners of Southpoint Partners, being Harlton G. Dunbar, Stephen Dunbar and/or Barry E. Savage or their successor or assigns. All requirements stated in Section 1276.04 of the Perrysburg Planning and Zoning Code shall apply. The costs and expenses of the City architect shall be paid for by the developers and owners or property owners association upon 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 of the Planning and Zoning Code as are applicable to PBP or Planned Business Park zoning.

Site development plans shall include, without limitations, site plans showing proposed land contouring or grades, where requested for the purposes of the

development, adequate information as to the amount of impervious surface and the impact upon surface drainage, building locations, parking areas with parking stalls indicated, landscaping, loading areas, access ways, other paved areas, including planting areas, elevations of structure and improvements if any, utilities and signage. Development plans shall also describe in detail the types of construction, colors and materials to be used on site. Likewise, alterations and/or additions to any building or other structures or improvements on the lots must have previous approval of the development plans 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 property 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;



(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 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 they 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, except as otherwise specifically provided for in the plat plan, and no structure of a permanent nature shall be constructed within fifteen (15) feet of any side yard line. No structure shall be erected within forty (40) feet of the rear lot line. As to Lots One (1) and Seven (7), if the building is to face Eckel Junction Road, the front yard and side yard shall be as specified except the rear lot line in such instance shall be twenty (20) feet.

B. Parking Areas and Access Drives:

There shall be no more than two (2) entrances to the property from the

public right-of-way and 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.

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 City of Perrysburg Planning and Zoning Code unless specifically stated otherwise in these standards of development.

All off-street parking and access drives and loading areas shall be paved and properly graded to assure proper storm water drainage.

C. Outside Storage:

All storage yards shall have screening and/or fencing with reference to any exposure facing the public right-of-way, which shall be included in the approvals for site and landscaping plans. Outside storage areas shall be kept in an organized and orderly manner, fenced, 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 utility easements or right-of-way outside storage shall be confined to approved locations.

D. Access:

Immediate access to offices shall be from the front portion of the building facing the public right-of-way.

E. Overhead Doors:

Overhead doors shall be restricted as to no more than one (1) overhead door on the public access side of the building, however, overhead doors and loading docks may be located on the sides of the buildings and to the rear of the buildings if loading docks and doors are adequately fenced, screened and approved in the site and landscaping plans.

F. Debris and Rubbish:

All rubbish and debris, combustible and non-combustible, and all garbage shall be stored and maintained in containers, entirely enclosed within small structures as approved in writing by the ARC. Said containers shall be screened from sight with plantings and fencing from view from the right-of-way. Additional regulations from the storage, maintenance and disposal of rubbish, debris, leaves

and garbage may, from time to time, be established by the ARC.

G. 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.

H. Miscellaneous:

All paving, curbs and dedicated roadways shall comply with standards of the Planning and Zoning Code of the City of Perrysburg as may be applicable to a Planned Business Park (PBP).

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 the lots in the property any use, which are deemed by the ARC to be noxious or offensive uses to the owner of adjacent property, and the developer, owner, lessee or occupant of any property shall be obligated to maintain the property and any improvements 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. These and exterior attachments must be approved in the same manner as buildings or other improvements.

Such landscaping plans shall including information regarding the types of trees, hedges and shrubs and information regarding customary landscape treatment from 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. It shall be the responsibility of the owner of a building site to landscape and maintain the area between the lot lines of said owner's building site.

All lots shall be provided with moundings, plantings and/or fencing along the side and rear property lines and the perimeter of parking areas as may be reasonably required and shall be of sufficient height so as to provide shielding of the view of parking areas from adjacent roadways.

Where fences are used for screening the preferred type shall be a solidly constructed decorative fence no less than six (6) feet in height. 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 landscaping shall be undertaken and completed in accordance with such approved plan and said plan may not be altered, amended, or reviewed without submitting a revised landscaping plan for prior written approval by the ARC.

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 said subdivision 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 premises.

6. BUILDING DESIGN AND MATERIALS:

A. Architectural Design and Exterior Elevations:

The building construction and design shall be used to create a structure with four suitably attractive sides of reasonable quality rather than to place all emphasis on the front elevation of the building by neglecting or down-grading the aesthetic appeal of the side and rear elevations of the building. Exterior elevations views of each elevation shall be submitted for review and approval by the ARC for

each proposed building. 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. All building facades shall be of natural material: wood, brick, stone, or rough-split block, natural slate, wood shingles, or such other materials as the ARC may approve. Use of vinyl siding must be explicitly approved by the ARC. 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. Proposed Building Use.**

All future owners of lots in said subdivision 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 premises.

All production, assembly, processing and storage 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 has control over all signage for the properties and must approve the size, location, height, letter styles, colors, lighting and materials. Building identification signs must be located in a landscaped setting to provide the desired continuity and street scene effect. Comprehensive signage regulations have been written for this site for permanent and temporary signage control purposes. These regulations are available from the ARC.

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.

No advertising sign, whether affixed to a window, structure or site, billboard or other advertising device, whether for the purpose of advertising goods, services or entertainment or advertising the sale of said premises or otherwise shall be erected, placed, displayed or suffered to remain upon said premises, without the approval and consent of the ARC having been obtained and granted in writing.

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 the exclusive right to grant consent with the consent of the City of Perrysburg, where applicable, to the construction, operation and maintenance of electric light, telephone lines and conduits, for water, gas, sewer and pipes, and conduits or such other public utilities facilities, together with the necessary or proper incidents and appurtenances in, through, under and/or upon any and all highways, now existing or hereafter established, upon which any lot or portion thereof of said premises may now or hereafter front or abut. All utility services to the lots shall be installed under ground.

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 Southpoint Business Park designated as 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 Southpoint Business Park, 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 LOTS:

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 Planning and Zoning Code of the City of Perrysburg excluding Section 1224.001(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, rights 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 Declarant 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 this Declaration, 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 Declarant 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 deed of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property herein described, 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 shall 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 said Subdivision 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 this original Declaration of Restrictions, which action would be prohibited after any modification or amendment of this Declaration of 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 any partner of Southpoint Partners, an Ohio General Partnership 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 eight (80%) per cent of the lots in said Subdivision, the Developer may, but shall not be compelled to, establish a

Southpoint Business Park Property Owners Association, which shall be made up of all the owners of lots in said Subdivision. Southpoint Partners, an Ohio General Partnership shall establish the rules and by-laws for the conduct of the business to be conducted by the Southpoint Business Park Property Owners Association which shall thereafter bind all of the owners of lots of said Subdivision. After creation of said Southpoint Business Park Property Owners Association and formulation of its rules and regulations by Southpoint Partners every owner (meaning a full building site) shall become a member thereof and each such owner, including Southpoint Partners shall be entitled to one vote on each matter submitted to the membership of the Southpoint Business Park Property Association for each lot owned by him, her or it, provided however, that where title to a lot is in more than one person or entity, such co-owners acting jointly shall be entitled to one vote for each lot owned by them. The foregoing shall be subject to Southpoint Partners or its successors and assigns. 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 Property Owners Association, by vote of its membership conducted under the rules and regulations formulated in the first instance by Southpoint



Partners, an Ohio General Partnership and Southpoint Business Park Property Owners Association 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 and all part of said property shall at all times be maintained subject to such rules and regulations.

In addition, Southpoint Partners, an Ohio General Partnership and Southpoint Business Park Property Owners Association may by an instrument in writing in the nature of an assignment, vest the Association, if and when formed, with the rights, privileges and powers herein retained by the said Southpoint Partners and Southpoint Business Park Property Owners Association, which said assignment shall be recorded in the office of the Recorder for 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 Southpoint 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 Southpoint 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, Southpoint Partners have executed this Declaration of Restrictions this 16<sup>th</sup> day of February, 1993.

Witnessed:

Southpoint Partners, an Ohio General Partnership

Bonita A. Creder  
ANN M. BELLA

By: [Signature]  
Barry E. Savage  
General Partner

By: Westwood Properties, an Ohio General Partnership,  
Partner

Bonita A. Creder  
ANN M. BELLA

By: [Signature]  
Harlton G. Dunbar  
Partner

Bonita A. Creder  
ANN M. BELLA  
ANN M. BELLA

By: [Signature]  
Stephen E. Dunbar  
Partner

STATE OF OHIO            )  
  )  
COUNTY OF LUCAS        )        SS:

Before me, a Notary Public in and for said County and State, personally appeared Barry E. Savage, Partner, Westwood Properties, an Ohio General Partnership, Partner by Harlton G. Dunbar, Partner and Stephen E. Dunbar, Partner of Southpoint Partners, an Ohio General Partnership, who acknowledged under oath that they executed the foregoing instrument as their free act and deed for the purposes expressed therein.

SWORN TO BEFORE ME and subscribed in my presence this 16<sup>th</sup> day of February, 1993.

Bonita L. Crider

Notary Public

This Instrument Prepared By:

Barry E. Savage  
Savage, Jordan, Giha & Ballard  
405 Madison Avenue, Suite 1850  
Toledo, Ohio 43604  
(419) 255-4355

BONITA L. CRIDER  
Notary Public, State of Ohio  
My Commission Expires Jan. 29, 1995

EXHIBIT A

LEGAL DESCRIPTION

Lot Numbers one (1), two (2), three (3), four (4), five (5) inclusive and Lot Number Seven (7) in Southpoint Business Park, a Subdivision in the City of Perrysburg, Wood County, Ohio.

RECORDER'S OFFICE, WOOD COUNTY, OHIO

Received and Recorded

2612  
2612  
Feb. 18 1993 at 11:15 A.  
Vol. 674 Page 181 Record of Deed

Sue Kinder  
SUE KINDER, RECORDER