

PROTECTIVE COVENANTS

Including
Restricted Uses

This Declaration of Protective Covenants is made this XX day of XXXXX, 2025 by the City of Hudson, Ohio, with a principal address of 1140 Terex Road, Ohio 44236.

Whereas, the City of Hudson, Ohio intends to develop as a corporate center on the approximately 70 Acres formerly known as the Youth Development Center and as described in Exhibits A and B, attached hereto and incorporated herein (the "Property").

DECLARATIONS

The City of Hudson, Ohio hereby declares that the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, reservations, and easements hereinafter set forth.

Primary Intended Use: Primary intended use allowances for sites within the Property include office, light industrial, industrial business parks, and research and development facilities.

All uses shall be subject to compliance within the underlying zoning district established on the City of Hudson Official Zoning Map and the applicable regulations of the Land Development Code, as may be amended.

Prohibited uses. The following primary uses shall be specifically prohibited on the Property:

1. Recording, radio, or television studios
2. Showrooms and salesrooms for wholesale distribution
3. Warehousing and/or storage
4. Wholesale trade
5. Residential
6. Assisted Living
7. Continuing Care Retirement Community
8. Convention or Conference Center
9. Recreational or sports training facilities
10. Vehicle equipment and Rental
11. Vehicle repair and service
12. Institutional residential for the elderly and handicapped (for nine or more people)
13. Detention Centers, Jails, Prisons
- ~~12.~~ 14. Slaughterhouse or Stockyard

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Commented [GH1]: Added at the request of JobsOhio

Required Standards:

1. ~~No loading docks shall be oriented to the Ohio Turnpike or any public street unless substantial, opaque screening is incorporated.~~
2. ~~Outdoor storage of equipment, raw materials, semi-finished or finished products may be permitted only when such outdoor storage is necessary and incidental to the operations being carried on in the building located upon the site. Storage shall be shielded by fence or landscaping so as to screen such storage area from public streets and adjoining properties.~~
3. ~~All sides of any building facing upon a public street or a public highway must be treated with finished material. Finished material is defined as face brick, glass, ornamental stone or other decorative material.~~

Repurchase:

If, after the expiration of two (2) years from the date of execution of a sales agreement on any part, parcel, tract, tracts, or lot within the "Property," any purchaser shall not have begun in good faith the construction of an acceptable and City approved building upon said part, parcel, tract, tracts, or lot, the City of Hudson, Ohio, its successor(s), and/or assign(s), shall have the right, at its sole option, to return the purchase price to the buyer(s) and enter into possession and ownership of such land. At any time, the City of Hudson Ohio, its successor(s), and/or assign(s) may extend in writing the time in which such building is to be commenced. Immediately upon such return of the purchase price, the buyer(s) shall execute and immediately deliver to the City of Hudson, Ohio, its successor(s), and/or its assign(s) a good and sufficient reconveyance of said premises part, parcel, tract, tracts, or lot.

Remedies:

If the grantee or its successors and assigns or any lessee or occupant of any part of the "Property" or any other person shall violate or attempt to violate any of the covenants, conditions and restrictions contained herein, it shall be lawful and wholly permissible for the City of Hudson, Ohio, its successor(s), its assign(s), and/or the owner or occupant of any building site adjacent to the "Property" on which such violation is occurring or contemplated, or the owner or occupant of any other building site in the "Property," regardless of whether adjacent thereto, or any one or more of such persons, to prosecute any proceedings at law or in equity against the person or persons violating any of these restrictions for any remedies that are available including, but not limited to, actions for injunctive relief and damages. The City of Hudson, Ohio, its successor(s), and/or its assign(s) shall be entitled to recover from any person or persons violating or attempting to violate any of these covenants, conditions and restrictions, all attorney's fees, costs and expenses, without relief from valuation and appraisal laws, incurred by City of Hudson, Ohio, its successor(s), and/or its assign(s) with respect to securing the enforcement of or the compliance with these covenants, conditions and restrictions or with respect to any actions, either at law or in equity, commenced by it for such purpose or purposes.

Commented [GH2]: Section removed to align with desire to have covenants at the minimum needed. Section 1207.18(h) of LDC already provides design and screening criteria for buildings, storage areas, and loading docks.

Duration of Covenants:

Each of the conditions, covenants, restrictions, and reservations set forth above shall continue and be binding upon the City of Hudson, Ohio, its successor(s), and/or its assign(s) and upon each of them and all parties and all persons claiming under them for a period of twenty (20) years from the execution of this document and automatically shall be continued thereafter for successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the "Property" has been recorded and accepted by the City of Hudson, Ohio, its successor(s), and/or its assign(s) agreeing to change said covenants, in whole or in part.

Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, City of Hudson, Ohio, by authority of its Council and City Manager, has caused this instrument to be executed by its resident and attested by the City Manager this XXXX day of XXXX.

SIGNED AND ACKNOWLEDGED