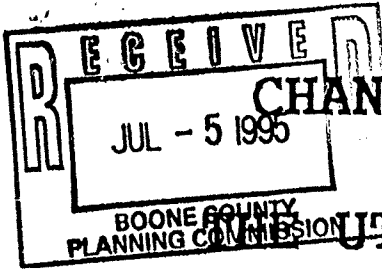


PV



APPLICATION FORM

CHANGE IN CONCEPT DEVELOPMENT PLAN

OR

UTILIZATION OF AN UNDERLYING ZONE IN PLANNED DEVELOPMENT

(Concept Development Plan) BOONE COUNTY PLANNING COMMISSION (See Boone County Zoning Regulations)

SECTION A (To be completed by applicant)

1. Check One:

- Change in Concept Development Plan (checked)
Utilization of An Underlying Zone in Planned Development
a) Public Hearing Submittal (Concept Dev. Plan)
b) Long Range Planning Committee Review

- 2. Name of Project: Airport Exchange Business Park - Lots 2 & 3
3. Location of Project: Airport Exchange Boulevard, Boone County, KY
4. Total Acreage of Site: 11.0488 acres
5. Current Zoning: I-1/O-2/C-3/PD
6. Date of Previous Zoning Map Amendment or Approved Concept Development Plan (if applicable): February 17, 1988
7. Is the site subject to a specialized Land Use Study approved by the Boone County Planning Commission? (If so, indicate the name of the Study): No

- 8. Proposed Uses (please specify each use): Office, O-2; Motel, C-3; Office/Warehouse, I-1
9. Proposed Building Intensities (please specify): Office Building: 17,818 sq. ft. GFA/acre; Motel: 18,000 sq. ft. GFA/acre; Office/Warehouse: 11,842 sq. ft. GFA/acre

- 10. Have you submitted a Concept Development Plan? YES, Here with
11. Are you also applying for: No Conditional Use Permit; No Dimensional Variance

- 12. Name of Applicant(s): Smith, Stevens & Young, Inc.
Phone Number: (513) 563-1919 Fax No.: (513) 563-1411

- 13. Address of Applicant(s): 11675 Lebanon Road, Cincinnati, Ohio 45241

- 14. Name of Property Owner(s): Industrial Developments International
Phone Number: (606) 282-0060 Fax No.: (606) 282-0038

- 15. Address of Property Owner(s): 1840 Airport Exchange Blvd., Suite 110, Erlanger, KY 41018

- 16. Are there any existing buildings on the site? No
How many? N/A

- 17. Deed Book 410 / 419 Page No. 39 / 281 Group No. 2022
18. Have you had a pre-application meeting with BCPC Staff? YES

13 JUN 95

(over)

EXHIBIT "A"

STAFF REPORT

Request of Smith, Stevens and Young, Inc. (applicants) for Industrial Development International (owner) for a Change in Concept Development Plan for an approximate 11 acre site known as Lots 2 and 3, Airport Exchange Business Park, Boone County, Kentucky. The request is to modify the currently approved Concept Development Plan to allow an office building, a motel, and an office/warehouse flex building in an Industrial One/Office Two/Commercial Services/Planned Development (I-1/O-2/C-3/PD) zone.

July 26, 1995

In April of 1988, the Boone County Fiscal Court approved a Zoning Map Amendment and Concept Development Plan for the development of Airport Exchange Business Park. This industrial park which is located in the northwest quadrant of I-275 and Mineola Pike (See Sheet #1) proposed a mix of industrial, commercial, office and hotel uses (See Sheet #2) on a 76.6 acre site. Sites J and I of the 1988 plan proposed two 100,000 square feet office buildings of multiple stories on approximately 12 acres. The applicant is proposing to change the office uses for these two lots to a mix of uses to include an office, motel, and office/warehouse flex building (See Sheet #3). The new proposal would have a total square footage of 162,500 which is 37,500 square feet less than was proposed in the 1988 plan.

Surrounding Zoning and Land Uses (See Sheet #4)

North: Undeveloped land zoned Agricultural Estate (A-2)

South: Circleport and undeveloped zoned Industrial One/Planned Development and Industrial One (I-1/PD & I-1)

East: Holiday Inn zoned (I-1/O-2/C-3/PD)

West: Vacant land zoned Employment Planned Development (EPD)

Relationship to the Comprehensive Plan

The adopted 1995 Boone County Comprehensive Plan Future Land Use Map indicates that the area should develop as Business Park. This land use classification consists of a mix of office warehouse, research, office, and light industrial uses in a park like setting with large building setbacks, low floor area ratio, integrated pedestrian and recreation facilities, constant architectural and signage theme, extensive landscaped areas, and attractive entrance treatment. The Land Use Text indicates that the Mineola Interchange area has experienced, and should continue to experience, significant Business Park Development.

The Business Activity Element - Areas of Future Commercial Activity indicates on page 83, that:

Additional commercial growth based upon the expansion of the airport, and subsequent industrial growth, will be located at the Mineola Pike/I-275 Interchange as evidenced by the Airport Exchange Business Park and the Circleport Industrial Park.

The Areas of Future Industrial and Office Activity indicates on page 84 that:

The I-275/KY 237 and Mineola Pike Interchanges will experience continued industrial development, in addition to the previously outlined commercial/office development. The mixture of the varying uses should be carefully designed and planned to minimize negative impacts. The existing and future residential uses must be adequately buffered from the new development in these two interchange areas.

Concept Development Plan

The primary change between the submitted concept plan and the approved plan of 1988 is the reduction in the office space from 200,000 square feet to 39,200 square feet of office and 67,500 square feet of office/warehouse. This reduction in square feet should result in a reduction in the number of total and peak hour vehicle trips into and out of the business park. The applicant's proposal would provide only 540 parking spaces as compared to the 1004 parking spaces indicated on the 1988 Plan. However, a similar amount of paved area will result when the loading dock areas of the warehouse are factored in. Examples of how each building could look were submitted by the applicant (See Exhibits at Meeting) which are intended to show the massing and scale of the uses which are proposed and not a prototype building.

Planned Development District

The intent of this article is to provide a permissive and alternative zoning procedure for innovative, mixed use residential, commercial, industrial, or other type developments or physical design proposals capable of proving substantial value to the community over the conventional districting and other regulations prescribed as normal course in this order but requiring unique consideration, disposition, control, and approval. Planned Development (PD) is a special overlay zoning district, which allow some variety among land uses and densities in return for imaginative designs. the Planned Development zone is intended to encourage:

1. A maximum choice of living environments by allowing a variety of housing and building types and permitting a reduction in lot dimensions, yards, building setbacks, and area requirements;
2. A more useful pattern of open space and recreation areas and, if permitted as part of the project, more convenience in the location of accessory commercial uses and services;
3. A development pattern which preserves and utilizes natural topography and geologic features, scenic vistas, trees and other vegetation, and prevents the disruption of natural drainage patterns;
4. A more efficient use of land than is generally achieved through conventional development resulting in substantial savings through shorter utilities and streets;

5. A development pattern in harmony with land use density, transportation facilities, community facilities, and objectives of the Comprehensive Plan;
6. A sign package in harmony with the objectives of the Planned Development.

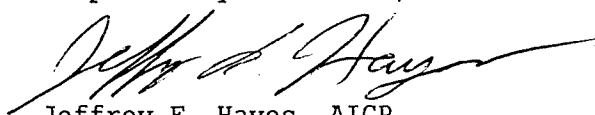
Staff Concerns

1. Article 31 of the Boone County Zoning Regulations establishes landscaping standards for sites that contain more than 100 parking spaces. Staff believes that if the Change in Concept Development Plan is approved by the Boone County Fiscal Court the applicant should be required to establish this as a minimum standard for landscaping the site.
2. The applicant's site should be considered a prime location for office and part of an important visual corridor to the airport because of the visibility and accessibility to the interstate. Therefore, the Planning Commission should consider the loss of these high profile office sites to uses which have many other locations available within the County.
3. In March of 1989, the Boone County Fiscal Court approved a Special Sign District for the Airport Exchange Business Park which established the type, size, and quantity of signs which could be used. If the applicant desires to deviate from the permitted signage for this park a change would be necessary in the Special Sign District which would require a separate Public Hearing.
4. Staff believes design guidelines should be established for the proposed uses which include type of materials to be used, heights of buildings, and the screening of mechanical equipment and loading dock areas which may be visible from a public right-of-way.

Conclusion

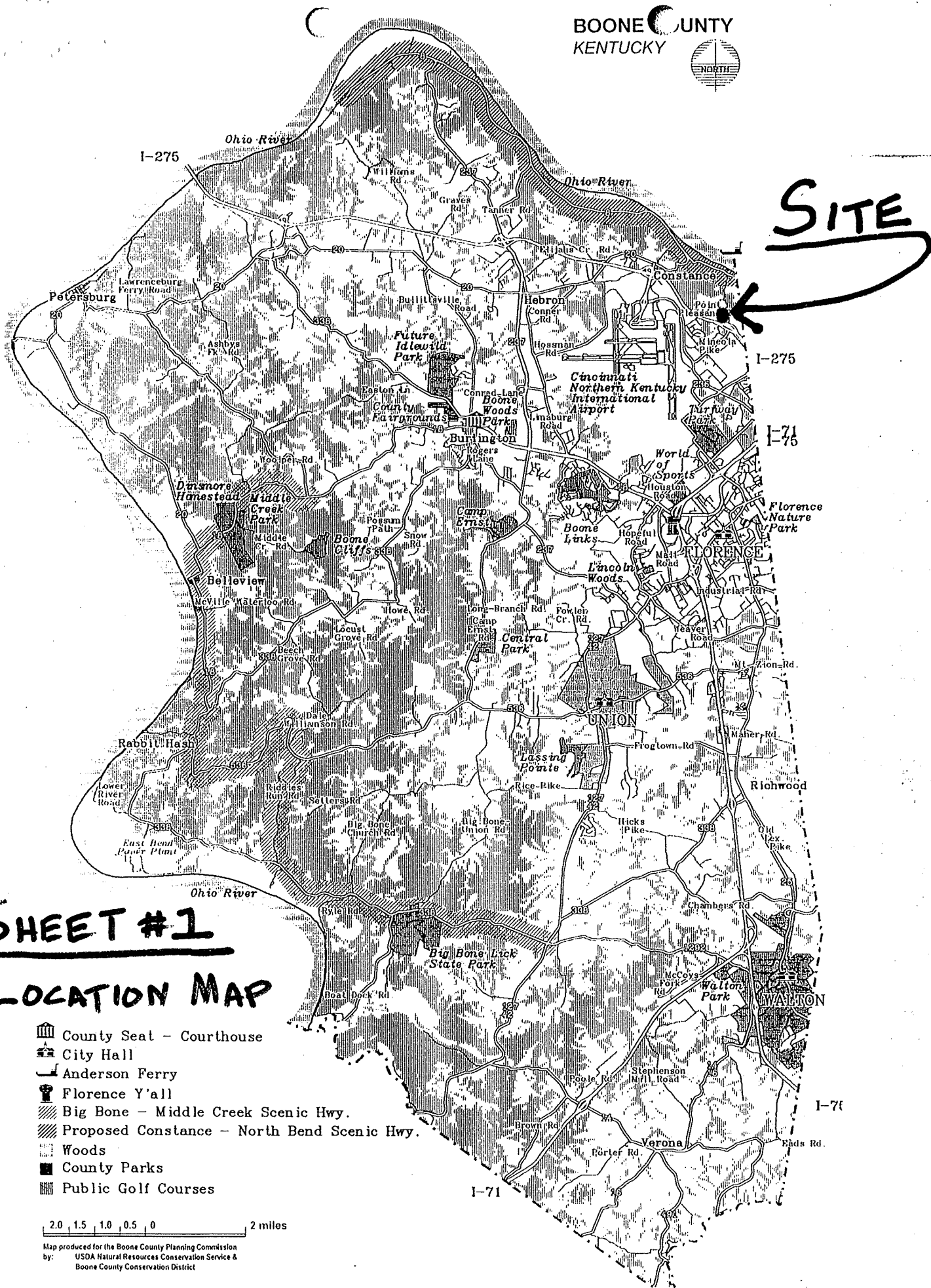
The submitted Concept Development Plan demonstrates a mix of uses similar to the uses either planned or existing near the Mineola Pike/I-275 Interchange. The site is highly visible and is part of an important corridor near the airport. The Boone County Planning Commission should evaluate this request to determine whether it meets the intent of Article 15, Planned Development, and whether the request is consistent with the Boone County Comprehensive Plan. If the Boone County Planning Commission and the Boone County Fiscal Court approves this Change in Concept Development Plan, no changes would have to be made to the Land Use Map or Text.

Respectfully Submitted,



Jeffrey F. Hayes, AICP
Planner

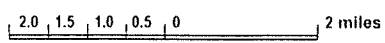
JFH/par



SITE

SHEET #1
LOCATION MAP

- County Seat - Courthouse
- City Hall
- Anderson Ferry
- Florence Y'all
- Big Bone - Middle Creek Scenic Hwy.
- Proposed Constance - North Bend Scenic Hwy.
- Woods
- County Parks
- Public Golf Courses

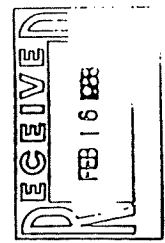
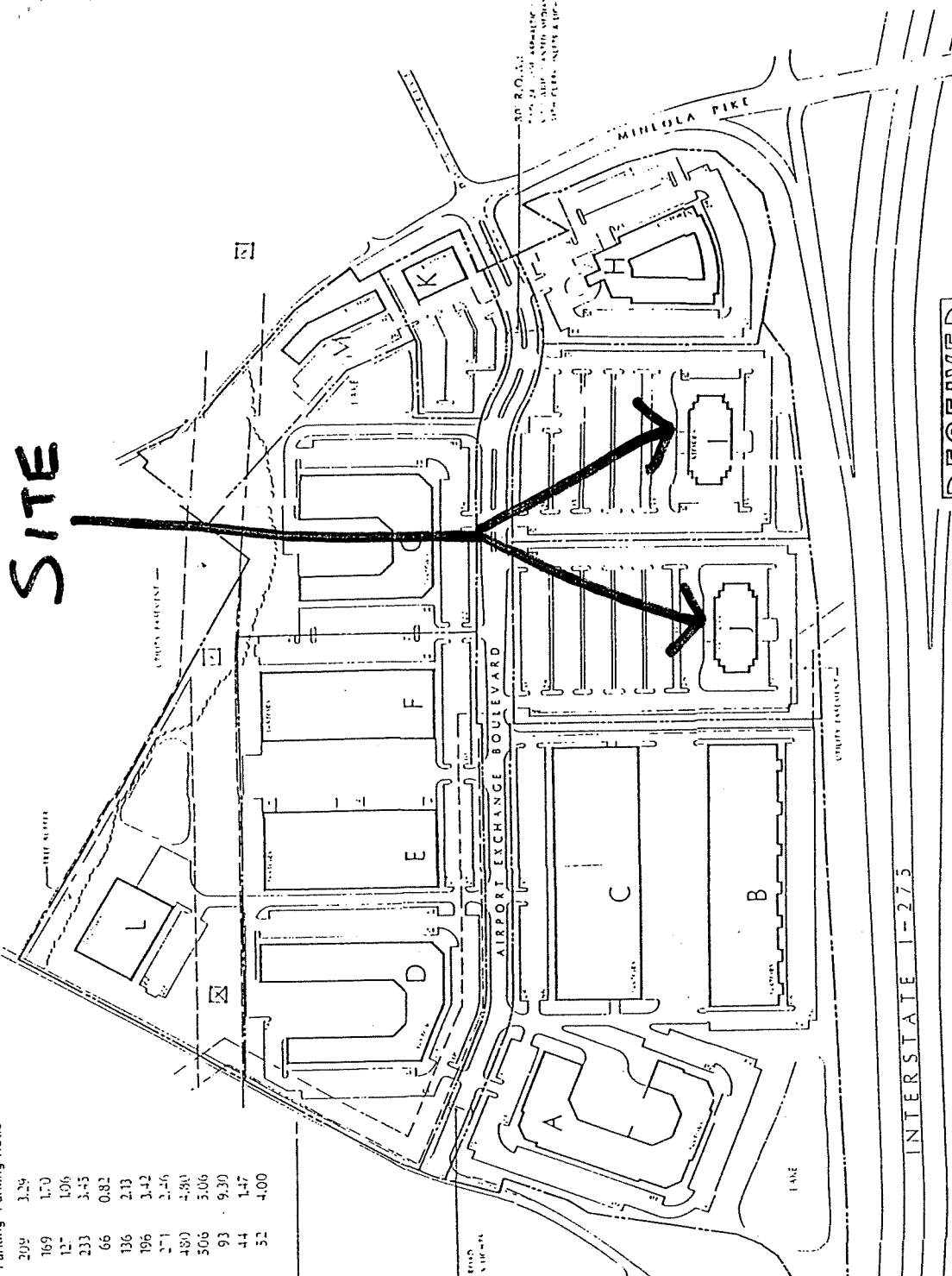


Map produced for the Boone County Planning Commission
by: USDA Natural Resources Conservation Service &
Boone County Conservation District

SITE

Site	Area	Usage	Bldg. Area	Spaces	Ratio
A	63,600sf	Office/Flex	63,600sf	209	3.24
B	98,200sf	Service Center	98,200sf	169	1.70
C	120,000sf	Distribution/Transfer	120,000sf	12	1.06
D	67,500sf	Office/Flex	67,500sf	233	3.43
E	80,000sf	Distribution/Transfer	80,000sf	66	0.82
F	64,000sf	Service Center	64,000sf	136	2.13
G	57,300sf	Office/Flex	57,300sf	196	3.42
H	3.3	Hotel/Motel	110,000sf	271	2.46
I	6.9	Office	100,000sf	480	4.80
J	6.9	Office	100,000sf	506	3.06
*K	1.9	Restaurant	10,000sf	93	9.30
L	6.9	Light Manufacturing	30,000sf	44	1.47
*M	3.0	Commercial/Retail	13,000sf	52	4.00
Common	3.7	Street R.O.W.			

TOTAL 76.6 Acres



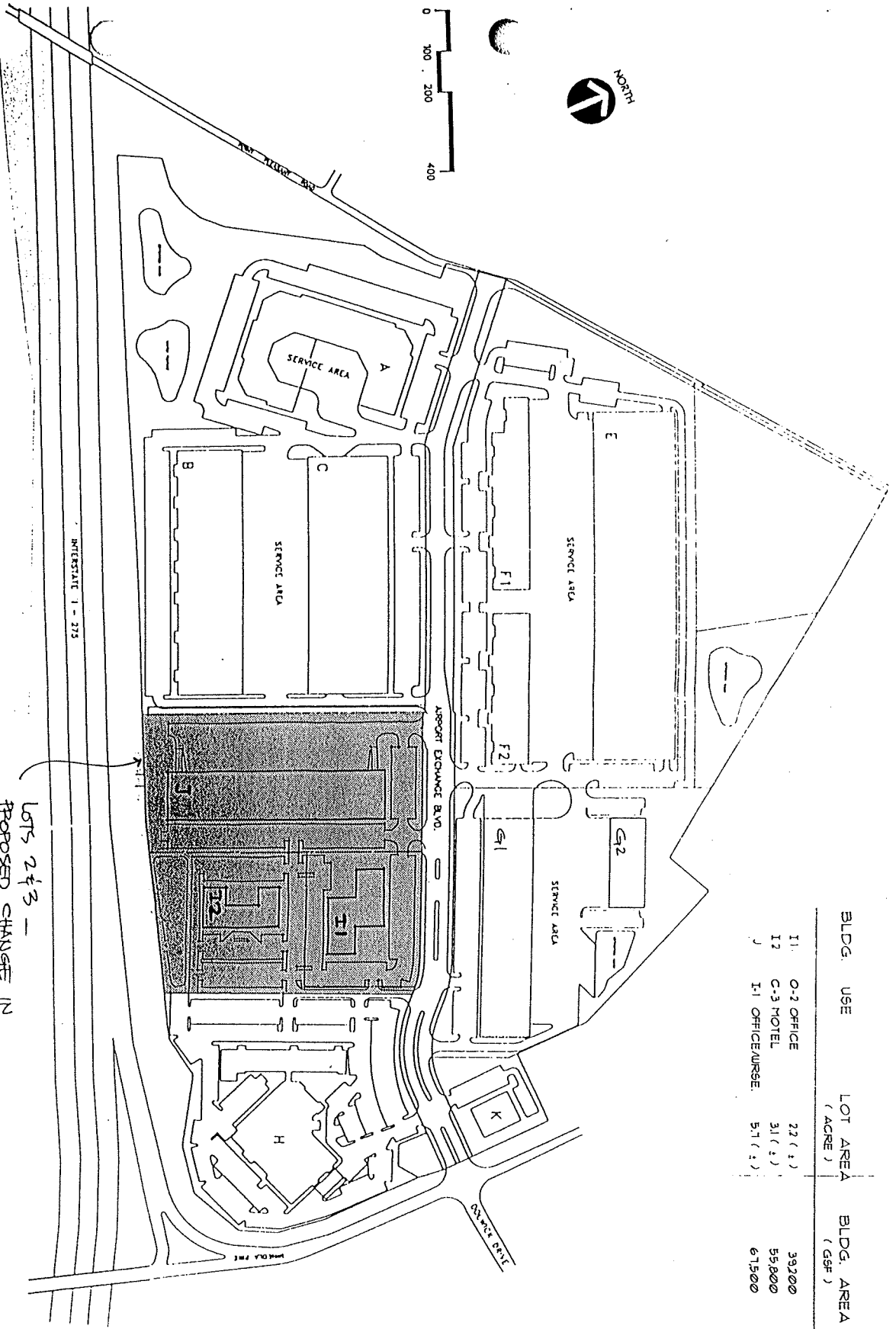
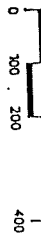
*Amended per Committee Report
 Lot K 10,000 square foot sit-down restaurant
 Lot M 15,000 square foot commercial/retail
AIRPORT EXCHANGE BUSINESS PARK, Boone County, Kentucky:

L J Hooker Developments
 Cincinnati, Ohio

Smith, Stevens, & Young
 ARCHITECTURE-ENGINEERING-PLANNING-INTERIORS
 Cincinnati, Ohio

Site Plan

SHEET # 2 1988 CONCEPT PLAN

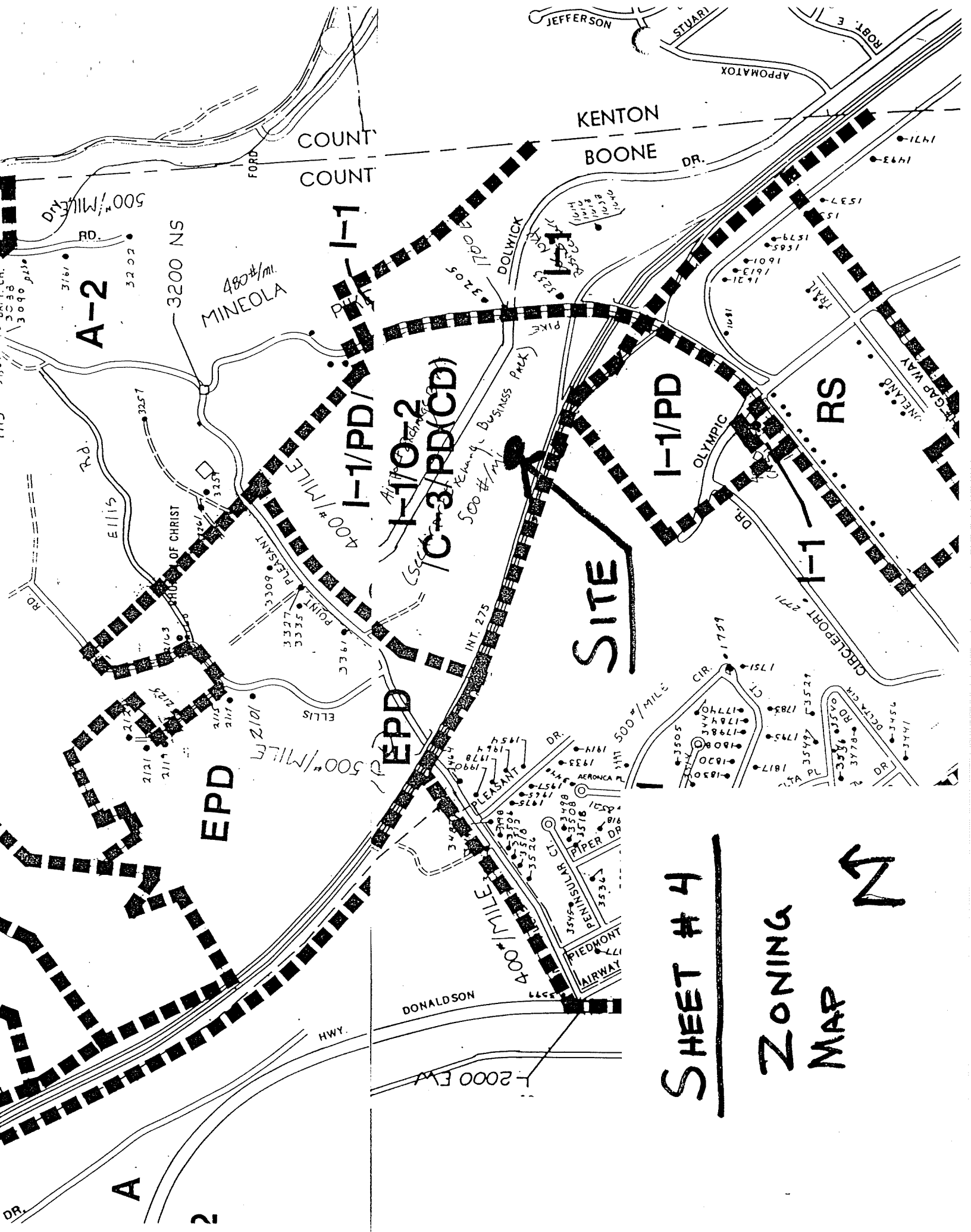


BLDG.	USE	LOT AREA (ACRE)	BLDG. AREA (GSF)	BLDG. HT./STORY (FEET/..)
I1	O-2 OFFICE	22 (2)	39200	25 / 2
I2	C-3 HOTEL	31 (2)	55800	40 / 4
J	I-1 OFFICE/CURSE	57 (2)	67500	25 / 1

LOTS 2 & 3 -
PROPOSED CHANGE IN
CONCEPT DEVELOPMENT PLAN

AIRPORT EXCHANGE BUSINESS PARK, Boone County, Kentucky: Site Plan

SHEET #3 Proposed Concept Plan



SHEET # 4
ZONING
MAP



PUBLIC HEARING ITEM NO. 3:

Commission members present: Mrs. Arnett, Mr. Kirby, Mr. McKinney, Mr. McMillian, Mr. Neltner, Mr. Ries, Mrs. Schaffer, Mrs. Smith-Secretary/Treasurer and Mr. Viox-Chairman.

Following the first item on the Agenda, Chairman Viox introduced the third item on the Agenda:

3. Applicant: Smith, Stevens & Young, Inc., for Industrial Developments International (owner)

Request: CHANGE IN CONCEPT DEVELOPMENT PLAN - Fred Burch, Chairman; Jeff Hayes, Staff.

The request for a Change in Concept Development Plan for an approximate 11 acre site known as Lots 2 and 3, Airport Exchange Business Park, Boone County, Kentucky. The request is to modify the currently approved Concept Development Plan to allow an office building, a motel and an office/warehouse flex building in an Industrial One/Office Two/Commercial Services/Planned Development [I-1/0-2/C-3/PD] zone.

Staff Member Jeff Hayes presented the Staff Report which included a slide presentation (see Staff Report).

Chris Linke, representing Smith, Stevens & Young, Inc., presented a drawing of the area. He explained that the proposal calls for two-story office buildings, which are very similar to a number of the buildings that are currently in that park. This development will make use of the existing utilities and infrastructure in the park. The storm water detention basin will serve this entire area in a controlled area to receive drainage. This will preserve the pre-development storm drainage regime in existence on that site. He noted, as Jeff did, that the Concept Development Plan includes some visual concepts for the buildings that are proposed in this concept and what they might look like. The concepts may not represent the actual building features, they only represent their scale, their massing and some possible designs. There are protective covenants in effect for the business park that control, among other things, architectural and aesthetic features of the facilities within the park. He distributed copies of the protective covenants in effect in the business park which control architectural and aesthetic features of facilities within the park. He stated that Staff Concerns 1 and 4, will be addressed, in part, by the protective covenants for the park in terms of architectural controls and aesthetic elements. Concern 2, he believes that this development can uphold the visual expectations that are appropriate for this particular location within the

county. Item 3 of Staff Concerns, we feel that this concept can be developed with signage in accordance with the special signage requirements in effect for the park, and if necessary, we will revise that as we need it.

Mr. Kirby noted his concern about Item 4 of the Staff Concerns. He states that, yes, this is an important look when people are approaching the airport, but what he is looking for is some additional clarification, did any of the other buildings out there undergo some kind of a design review, or are you really talking about a design review here. It just states these guidelines. He stated that he is not sure as to what detail he is talking about here with this property, if none of the others have had to be involved in such.

Jeff Hayes states that Staff Concern #4 is raised as a concern to see if that is something that the Commission feels is necessary. There were no actual design requirements for the rest of the park.

Mr. Costello noted that the original application was the L.J. Hooker Company and they submitted drawings and typical prototypes of the buildings. The lot that we are looking at was planned to be a high rise office tower, so there wasn't as much concern about the architecture because they submitted some samples. Also, you may see some loading docks from the interstate. If you look at the original concept plan, that wasn't the case. Currently with what's presently located there, you can't see any loading docks from the interstate at all.

Mrs. Schaffer asked if there is a special definition for a flex building.

Jeff Hayes responded that 20-40% of the office is flexible, a mix of office and warehouses. It will still be I-1. Actually office uses are allowed in I-1.

Mr. Limke noted that the covenants were a criteria of the site and they can check to see if they are recorded.

Jeff Hayes responded that he was not able to find that recording as a condition of approval of the overall subdivision conditions.

Chairman Viox suggested that perhaps by the time the Committee meets they can find the answer.

Mr. Neltner stated that Jeff indicated in his report that there were 540 parking spaces, and asks if that meets the standards since nothing was reported to the contrary.

Jeff Hayes responded that the parking will meet the standards. It depends on what will actually be built, as far as the total square footage.

Mr. Viox referred to Article 31 concerning landscaping criteria for over 100 spaces, and asks if they have that lot and they don't mark the spaces, and if they meet the criteria, can they say we don't have over 100 spaces marked? What is the standard set?

Jeff Hayes reported that if you have over 100 parking spaces, it requires additional landscaping. Five percent of the interior pavement area must be landscaped. There are perimeter landscaping requirements that require three every 40 linear feet, shrubs and things of that nature. There may be county regulations for landscaping and they will adhere to whichever is the more stringent regulations.

Ken Smith, representing I.D.I., explained that those covenants were established in 1988-89. This park is one of the better landscaped areas. He states that they are committed to landscaping in this park.

There being no further comments, Chairman Viox stated that the Committee Meeting for this item will be on August 7, 1995, at 4:00 P.M. in the second floor conference room of the Administration Building. Possible action will be August 16, 1995, at 8:00 P.M. in this room.

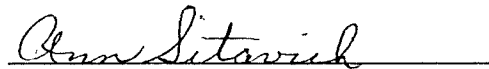
The Chairman closed this public hearing.

APPROVED:



William R. Viox, Chairman

Attest:



Ann Sitavich
Substitute Recording Secretary

BOONE COUNTY PLANNING COMMISSION
BUSINESS MEETING
BOONE COUNTY ADMINISTRATION BUILDING
August 16, 1995
8 P.M.

Mr. Fred Burch, Vice Chairman, called the meeting to order at 8:05 P.M..

COMMISSION MEMBERS PRESENT:

Mrs. Judy Arnett
Mr. William Bailey
Mr. Fred Burch, Vice Chairman
Mr. Phil Damstrom
Mr. Robert Kirby, Jr.
Mr. Mike McKinney
Mr. Don McMillian
Mr. Bob Millay
Mr. Barry Neltner
Mr. Robert Ries
Mr. Ralph Rush
Mrs. Linda Schaffer
Mr. William Viox, Chairman (arrived at Item #4)

COMMISSION MEMBERS NOT PRESENT:

Mrs. Carol Smith, Secretary/Treasurer
Mr. Earl White

LEGAL COUNSEL PRESENT:

Mr. Dale Wilson

STAFF MEMBERS PRESENT:

Ms. Susan Cabot, Historic Preservation
Mr. Jeff Hayes, AICP
Ms. Jan Hancock, Secretary
Mr. Mitch Light
Mr. Kevin Wall, AICP

Mr. Burch advised that there is a commitment from Mr. Simeindinger that the lights would not be on past midnight and the Committee Report can be amended. He asked if Mr. Simeindinger would be agreeable to signing off on this change. Mr. Simeindinger replied "yes".

At this time, Mr. Burch asked for a vote on the motion made by Mr. Millay to approve the request based on the Committee Report. The vote found Mrs. Arnett, Mr. Bailey, Mr. Burch, Mr. Damstrom, Mr. Kirby, Mr. McMillian, Mr. Millay, Mr. Ries, and Mr. Rush in favor. Mr. McKinney and Mrs. Schaffer were opposed. Chairman Viox was not yet present. The motion carried by a vote of 9 to 2.

2. Zoning Map Amendment

The request of Wm. Urban and Connie Hillenbrand and Lewis D. Whittenburg (owners) for a Zoning Map Amendment for three parcels totalling approximately 5 acres at 5880 and 5884 Jefferson Street and 5825 Bullittsville Road, Boone County, Kentucky. The request is to change from Suburban Residential Two/Small Community (SR-2/SC) to Industrial One (I-1).

Mr. Millay advised that there was a request at the Committee Meeting to table this item to the next Business Meeting. Mr. Millay so moved. Mr. McKinney seconded the motion.

Mr. McKinney advised that the applicant was going to get in touch with the Staff. Staff Member Jeff Hayes advised that he has not been contacted by the applicant.

Mr. Burch asked for a vote on the motion made by Mr. Millay and it carried unanimously.

Chairman Viox arrived at this time. Mr. Burch continued to chair the meeting.

4. Change in Concept Development Plan

The request of Smith, Stevens & Young, Inc (applicant) for Industrial Developments International (owner) for a Change in Concept Development Plan for an approximate 11-acre site known as Lots 2 and 3, Airport Exchange Business Park, Boone County, Kentucky. The request is to modify the currently approved Concept Development Plan to allow an office building, a motel, and an office/warehouse flex building in an Industrial One/Office Two/Commercial Services/Planned Development (I-1/O-2/C-3/PD) Zone.

Staff Member Jeff Hayes presented the Committee Report which recommended approval of the request based on the findings of fact, but subject to conditions (see Committee Report).

There being no discussion, Mr. Kirby moved by resolution to the Boone County Fiscal Court that the request be approved based on the Staff and Committee Reports. Mr. Ries seconded the motion and it carried unanimously.

5. Change in Concept Development Plan

The request of Jerry Jacobs (applicant) for Conrad Brothers Investors (owner) for a Change in Concept Development Plan for an approximate 118 acre site, Rivershore Recreation Facility (Rivershore Farms site). The request is to modify the currently approved Concept Development Plan to allow athletic fields available for use by the general public in an Agricultural Estate/Suburban Residential One/Recreation/Planned Development (A-2/SR-2/R/PD) Zone. The site is on the north side of KY 8 near KY 237, Boone County, Kentucky.

Staff Member Kevin Wall advised that the Committee met just prior to the Business Meeting. He presented that Committee Report which recommended approval of the request based on the findings of fact, but subject to conditions (see Committee Report). He stated that the applicant has signed a statement agreeing to the conditions. He advised that Mr. McKinney did not sign the Committee Report as he did not agree with it.

Mr. Millay moved by resolution to the Boone County Fiscal Court that the request be approved based on the Committee Report. Mr. Damstrom seconded the motion.

Mr. Ries stated that the Commissioners did not receive a copy of the Committee report and, therefore, he cannot refer back to what was read by Mr. Wall. He questioned the lights. He noted that it was said that there would be a game going on at midnight and commented that some softball games can go two and a half hours. He questioned if there would be lights on until 2:30 A.M..

Mr. Damstrom advised that the last game can not start past 10:15 P.M. and 12 o'clock on the weekends. Mr. Burch advised that the ballfields are hundreds and hundreds of feet away and it is 700 feet to Route 8. He stated that there can be no houses until the other side of the road and there is nothing there now -- although there could be in the future.

Mr. Ries advised that at the Public Hearing people were concerned about the lights. He stated that if those people were present and knew the lights could be on until 2:30 A.M. on the weekends, that could be very disturbing to them. He stated that you can be very far from a baseball field and still see the bright lights.

Mrs. Schaffer stated that someone requested that the PA system be limited to emergencies and not used for game calls. Mr. Burch advised that the Committee has been assured that that will be the situation. Mrs. Schaffer stated that it is important for it to be a condition.

Mrs. Schaffer questioned no outdoor boat or trailer storage or it will be limited. She asked if the applicant would be willing to dedicate a

EXHIBIT "B"

COMMITTEE REPORT

TO: Boone County Planning Commission

FROM: Fred Burch, Chairman

DATE: August 16, 1995

RE: Request of Smith, Stevens and Young, Inc. (applicants) for Industrial Development International (owner) for a Change in Concept Development Plan for an approximately 11 acre site known as Lots 2 and 3, Airport Exchange Business Park, Boone County, Kentucky. The request is to modify the currently approved Concept Development Plan to allow an office building, a motel, and an office/warehouse flex building in an Industrial One/Office Two/Commercial Services/Planned Development (I-1/O-2/C-3/PD) zone.

REMARKS:

We, the Committee, recommend approval of the request based upon the following findings of fact and the following conditions:

Findings of Fact

1. The Committee believes that the uses proposed by the applicant are in agreement with the 1995 Boone County Comprehensive Plan. In addition, the Future Land Use Map indicates the area as Business Park, which encourages a mix of uses similar to those proposed in this development.
2. The Committee believes that the proposed Change in Concept Development Plan is in agreement with Article 15 as it relates to mixed use developments which make a more useful pattern of open space and a more efficient use of land.

Conditions

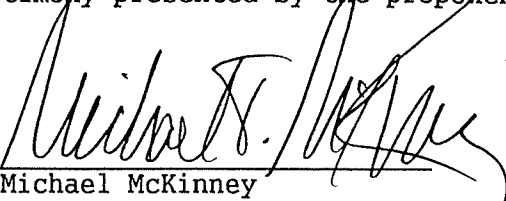
The applicant and owner are being asked to agree to and include these items as part of the Change in Concept Development Plan and to address questions and comments at the Public Hearing:

1. The development of the site shall conform to the Boone County Zoning Regulations, Article 31, Section 3170 regarding landscaping. The landscaping will be reviewed during the Site Plan Review procedure.
2. The submitted Airport Exchange Business Park Protective Covenants shall apply to the development of this site.


A copy of the Public Hearing minutes accompanies the findings and recommendation serving as a summary of the evidence and testimony presented by the proponents and opponents of this request.




Fred Burch, Chairman



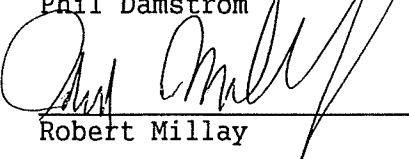
Michael McKinney



Phil Damstrom



William Bailey



Robert Millay

Barry Neltner

PUBLIC HEARING ITEM NO. 3:

Commission members present: Mrs. Arnett, Mr. Kirby, Mr. McKinney, Mr. McMillian, Mr. Neltner, Mr. Ries, Mrs. Schaffer, Mrs. Smith-Secretary/Treasurer and Mr. Viox-Chairman.

Following the first item on the Agenda, Chairman Viox introduced the third item on the Agenda:

3. Applicant: Smith, Stevens & Young, Inc., for Industrial Developments International (owner)

Request: CHANGE IN CONCEPT DEVELOPMENT PLAN - Fred Burch, Chairman; Jeff Hayes, Staff.

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Mr. Costello noted that the original application was the L.J. Hooker Company and they submitted drawings and typical prototypes of the buildings. The lot that we are looking at was planned to be a high rise office tower, so there wasn't as much concern about the architecture because they submitted some samples. Also, you may see some loading docks from the interstate. If you look at the original concept plan, that wasn't the case. Currently with what's presently located there, you can't see any loading docks from the interstate at all.

Mrs. Schaffer asked if there is a special definition for a flex building.

Jeff Hayes responded that 20-40% of the office is flexible, a mix of office and warehouses. It will still be I-1. Actually office uses are allowed in I-1.

Mr. Limke noted that the covenants were a criteria of the site and they can check to see if they are recorded.

Jeff Hayes responded that he was not able to find that recording as a condition of approval of the overall subdivision conditions.

Chairman Viox suggested that perhaps by the time the Committee meets they can find the answer.

Mr. Neltner stated that Jeff indicated in his report that there were 540 parking spaces, and asks if that meets the standards since nothing was reported to the contrary.

Jeff Hayes responded that the parking will meet the standards. It depends on what will actually be built, as far as the total square footage.

Mr. Viox referred to Article 31 concerning landscaping criteria for over 100 spaces, and asks if they have that lot and they don't mark the spaces, and if they meet the criteria, can they say we don't have over 100 spaces marked? What is the standard set?

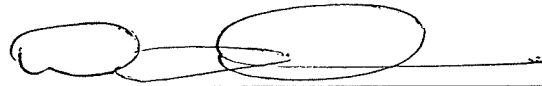
Jeff Hayes reported that if you have over 100 parking spaces, it requires additional landscaping. Five percent of the interior pavement area must be landscaped. There are perimeter landscaping requirements that require three every 40 linear feet, shrubs and things of that nature. There may be county regulations for landscaping and they will adhere to whichever is the more stringent regulations.

Ken Smith, representing I.D.I., explained that those covenants were established in 1988-89. This park is one of the better landscaped areas. He states that they are committed to landscaping in this park.

There being no further comments, Chairman Viox stated that the Committee Meeting for this item will be on August 7, 1995, at 4:00 P.M. in the second floor conference room of the Administration Building. Possible action will be August 16, 1995, at 8:00 P.M. in this room.

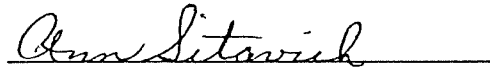
The Chairman closed this public hearing.

APPROVED:



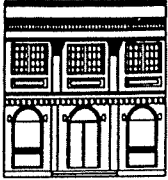
William R. Viox, Chairman

Attest:

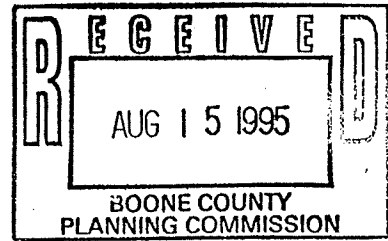


Ann Sitavich
Substitute Recording Secretary

BOONE COUNTY PLANNING COMMISSION



2995 Washington Street, Burlington, KY 41005
606-334-2196 FAX 606-334-2264



August 10, 1995

Mr. Christopher P. Limke
11675 Lebanon Road
Cincinnati, Ohio 45241

RE: Conditions of Approval for the Change In Concept Development Plan, Lots 2 & 3, Airport Exchange Business Park, Boone County, Kentucky

Dear Mr. Limke:

The following represents conditions being discussed by the Zone Change Committee. If the applicant and owner will agree to these conditions, please indicate so by having them sign their name at the spaces indicated at the end of this letter and returning it to the Planning Commission before 12:00 PM on Tuesday August 15, 1995.

1. The development of the site shall conform to the Boone County Zoning Regulations, Article 31, Section 3170 regarding landscaping. The landscaping will be reviewed during the Site Plan Review procedure.
2. The submitted Airport Exchange Business Park Protective Covenants shall apply to the development of this site.

Sincerely,

Jeffrey F. Hayes, AICP
Planner

JFH\par

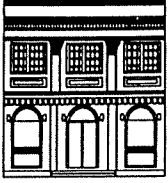
We, the owner and applicant, agree to the above listed conditions for approval of my request for a Change In Concept Development Plan.

Applicant
(Smith, Stevens & Young)

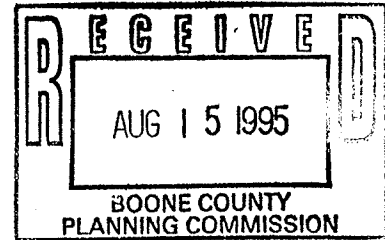
Owner
(IDI) CONSTRUCTION/DESIGN MATHEON

SUPPORTING INFORMATION

BOONE COUNTY PLANNING COMMISSION



2995 Washington Street, Burlington, KY 41005
606-334-2196 FAX 606-334-2264



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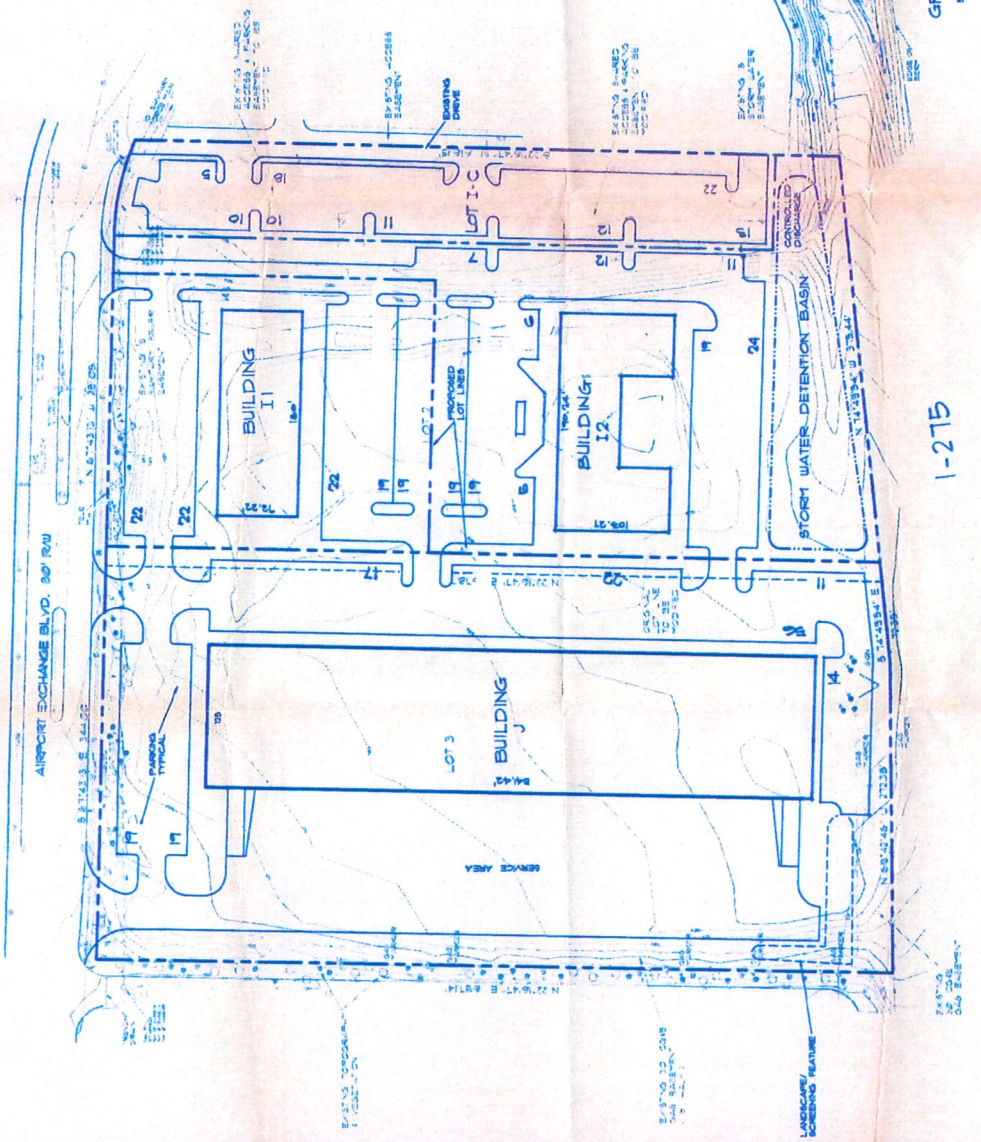
Jeffrey F. Hayes, AICP
Planner

JFH\par

We, the owner and applicant, agree to the above listed conditions for approval of my request for a Change In Concept Development Plan.

Applicant
(Smith, Stevens & Young)

Owner
(IDI) CONSTRUCTION/DESIGN MATERIAL



LAND USE CHARACTERISTICS

EXISTING ZONE: I-1/O-2 / C-3 / PD
 EXISTING USE: VACANT
 PROPOSED USE: I-1/O-2 / C-3 / PD (OVERLAY MODIFICATION)

BLDG.	USE	LOT AREA (ACRE)	BLDG. AREA (GSF)	BLDG. HT./STORY (FEET/STORY)
I1	O-2 OFFICE	1.5 (±)	24,000	25 / 2
I2	C-3 HOTEL	2.7 (±)	58,400	48 / 4
J	I-1 OFFICE/WORSE.	5.7 (±)	67,675	25 / 1
LOT I-C	HOLIDAY INN PK'GS.	1.1 (±)	N/A	N/A

UTILITIES AND INFRASTRUCTURE

ALL UTILITIES ANTICIPATED TO BE REQUIRED (SANITARY SEWER, STORY SEWER, GAS, ELECTRIC, TELEPHONE, WATER, AND CABLE TV) ARE AVAILABLE AT THE SITE.

RELATIONSHIP WITH COMPREHENSIVE PLAN

PROPOSED USES ARE IN CONFORMANCE WITH THE INTENT OF THE COMPREHENSIVE PLAN. PROPOSED USES ARE IN CONFORMANCE WITH THE EXISTING ZONING DISTRICTS ESTABLISHED WITHIN THE PD.

APPROVED
 Staff: [Signature]
 Date: 8-16-95
 Boone County Planning Commission
Revised Plan



1-275

AIRPORT EXCHANGE BUSINESS PARK - LOTS 2 & 3 Boone County, Kentucky

Industrial Developments International, Inc.
 Erlanger, Kentucky

Smith, Stevens & Young, Inc.
 Cincinnati, Ohio
 July 5, 1995
 Rev. 20222195

CONCEPT DEVELOPMENT PLAN

VISUAL CONCEPT

Office - Building I1

Airport Exchange Business Park
Lots 2 & 3

CONCEPT DEVELOPMENT PLAN





VISUAL CONCEPT
Motel - Building I2
Airport Exchange Business Park
Lots 2 & 3
CONCEPT DEVELOPMENT PLAN



*VISUAL CONCEPT
Office/Warehouse - Building J*

*Airport Exchange Business Park
Lots 2 & 3
CONCEPT DEVELOPMENT PLAN*

AIRPORT EXCHANGE BUSINESS PARK

PROTECTIVE COVENANTS

ARTICLE I
PURPOSE OF COVENANTS

1.0 PURPOSE OF COVENANTS: The purpose of these protective covenants is to insure proper development and use of property within the Airport Exchange Business Park, to protect the owner of each parcel against such improper development and use of surrounding parcels as will depreciate the value of his parcel, to prevent the erection of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements, to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general, to provide for high quality improvements within the Airport Exchange Business Park.

ARTICLE II
PROCEDURES FOR IMPLEMENTATION OF PLANS
AND CONSTRUCTION

2.0 ARCHITECTURAL REVIEW AND APPROVAL OF BUILDING PLANS -- PROCEDURES: Before commencing the construction or alteration of all buildings, enclosures, fences, loading areas, parking facilities, or any other structures or permanent improvements within Airport Exchange Business Park, the owner, lessee or occupant of any site or lot shall first submit plans and specifications and landscape plans to the Airport Exchange Association for its written approval, as hereinafter provided.

No improvement shall be erected, placed, altered, maintained or permitted to remain on any land subject to these restrictions until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design, signs and landscaping, shall have been submitted to an approved in writing by the Association and a copy of such plans and specifications as finally approved, lodged with the Association. Such plans and specifications prepared by licensed architects and engineers shall be submitted in writing over the signature of the owner or lessee of the Site or his authorized agent and shall be accompanied by the request of such owner, lessee or agent specifying for which part of such plans and specifications approval is sought.

Approval shall be based, among other things, on adequacy of site dimensions, storm drain considerations, conformity and harmony of external design with neighboring structures, effect of location and use of improvements on neighboring sites, improvements, operations and uses; relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites; 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 Covenants. The Association shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which the Association, in its sole discretion, may deem in the best interests of the Airport Exchange Business Park and the owners of lessees or prospective owners or lessees of other properties therein.

If the Association fails either to approve or disapprove such operational plans and specifications within thirty (30) days after the same have been submitted to it, it shall be conclusively presumed that the Association has disapproved said plans and specifications.

Neither the Association nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of land affected by this Declaration, by reason of mistake in judgement, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans, and every owner or lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against the Association to recover such damages. In case of conflict between plan review and the Covenants herein contained, these Covenants shall govern the rights and obligations of the parties.

Buildings must be constructed in accordance with the approved plans. Any modifications to the plans during construction after approval affecting the intent of these covenants must be approved before the modification to the building is constructed.

- 2.1 ENFORCEMENT: These covenants and restrictions shall be jointly and severally enforceable by the Association and its successors and assigns

and by any site owner, lessee or occupant, and its successors and assigns, provided however, that only the Association or its assignees, under Section II hereof, shall have the right to exercise the discretionary powers herein reserved to the Association.

Violation of any of said restrictions or conditions, or breach of any covenant or agreement herein contained shall give the Association or its assignees under Section II, in addition to all other remedies, the rights (but not obligation) to enter upon the land upon which such violation or breach exists and summarily to abate and remove any structure or correct any condition that may constitute such violation or breach at the expense of the then owner of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty (30) days after delivery of written notice of such violation or breach from the Association or its said assignees to the occupant of the premises on which the violation or breach has occurred or in the alternative within thirty (30) days after mailing such notice, by first class mail, postage prepaid, to the record owner of such premises at this or its last known address. Notwithstanding the above set forth provisions of this paragraph, it shall be understood that any lien obtained pursuant to the provisions hereof shall be subordinate and inferior to the prior lien of bona fide First Mortgages or Deeds of Trust secured by any land in the Airport Exchange Business Park to the end and intent that any purchaser at a foreclosure of the lien secured by a First Mortgage or Deed or Trust shall take title free of any lien arising pursuant to the provisions of this paragraph.

Construction and alteration of all improvements in the Airport Exchange Business Park shall be in accordance with the requirements of all applicable Building, Zoning, and other Codes and Regulations.

- 2.2 FEES: In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorney's fees of the prevailing party or parties, in such amount as may be fixed by the Court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

- 2.3 TERMINATION AND MODIFICATION: This Declaration, or any provision hereof, or any covenant, condition or standard contained herein, may be terminated, extended, modified or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of a majority of the property subject to these restrictions (excluding mortgages and the holders of other security devices who are not in possession, lessees and tenants) based on the number of acreage owned as compared to the total number of acreage subject to these covenants (excluding highways), provided, however, that so long as L.J. Hooker Developments owns at least twenty (20) percent of the property subject to these Covenants, no such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and acknowledged and recorded in the Land Records of Boone County, Kentucky. No such termination, extension, modification or amendment shall affect any plans, specifications or use therefore approved by the Association under Section II hereof or any improvements theretofore or thereafter made pursuant to such approval.
- 2.4 CONSTRUCTIVE NOTICE AND ACCEPTANCE: Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of said Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and Covenant contained in the instrument by which such person acquired an interest in said property.
- 2.5 COMPLETION OF CONSTRUCTION: After commencement of construction of any structure, the site owner shall diligently prosecute the work thereon, to the end that the structure shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. In no event shall such construction remain incomplete or partly finished longer than the two (2) years provided in Section II, hereof.
- 2.6 DEEMED TO CONSTITUTE A NUISANCE: The result of every action of omission whereby and Covenant herein contained is violated in whole or in part is hereby declared to be and to constitute a nuisance, and every remedy allowed by law or equity against an owner, either public or private, shall be applicable against every such result and may be exercised by the Association or by any owner or property subject to these Covenants.

- 2.7 FAILURE TO ENFORCE NOT A WAIVER OF RIGHTS: Any waiver or failure to enforce any provision of these Covenants in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Airport Exchange Business Park or of any other provision of these Covenants. The failure of the Association or any site owner to enforce any Covenant herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other Covenant.
- 2.8 ASSIGNMENTS OF L.J. HOOKER DEVELOPMENTS' RIGHTS AND DUTIES: Any and all of the rights, powers and reservations of L.J. Hooker Developments herein contained may be assigned to any person, corporation, or association which will assume the duties of the L.J. Hooker Developments pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or association's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the L.J. Hooker Developments herein.
- 2.9 RIGHTS OF MORTGAGEES: All covenants and other provisions herein contained shall be deemed subject and subordinate to all mortgages and deeds of trust now or hereafter executed upon land subject to these restrictions, and none of said covenants shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if any portion of said Airport Exchange Business Park is sold under foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser of such sale, and his successors and assigns, shall hold any and all of the Property so purchased subject to all of the Covenants and other provisions of this Declaration.
- 2.10 MUTUALITY, RECIPROCITY: RUNS WITH LAND: All Covenants, conditions and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor of every other parcel; shall create reciprocal rights and obligations between all grantees of said parcels, their heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other sites.

L.J. Hooker Developments reserves the right, however, from time to time hereafter to delineate, plat, grant or reserve within the remainder of the Airport Exchange Business Park not hereby conveyed such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as it may deem necessary or desirable for the development of the Airport Exchange Business Park (and from time to time to change the location of the same) free and clear of these restrictions and covenants and to dedicate the same to public use or to grant the same to appropriate public utility corporations.

- 2.11 PARAGRAPH HEADINGS: Paragraph headings, where used herein, are inserted for convenience only and are not intended to be part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.
- 2.12 EFFECT OF INVALIDATION: If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

ARTICLE III
LAND USE CRITERIA

- 3.1 PERMITTED USES: Each and every parcel of Airport Exchange Business Park shall be used only for those purposes as permitted in an Industrial One (I-1)/Office Two (O-2)/Commercial Three (C-3)/Planned Development (PD) as set forth in the Boone County Zoning Code in force and effect on the date of recording of this Declaration and as the same may be hereafter amended from time to time.
- 3.2 PROHIBITED USES: The operation and use of drilling for and/or removal of oil, gas or other hydrocarbon substances on any property subject to these Covenants shall not be permitted. The following operations and uses shall not be permitted on any property subject to these Covenants:
- a. Residential
 - b. Trailer Courts
 - c. Truck Terminals

- d. Junk Yards
- e. Commercial Excavation of Building or Construction Materials
- f. Distillation of Bones
- g. Dumping, Disposal, Incineration or Reduction of Garbage, Sewage, Offal, Dead Animals or Refuse.
- h. Fat Rendering
- i. Stockyard or Slaughter of Animals
- j. Refining of Petroleum or of its Products
- k. Smelting of Iron, Tin, Zinc, or other Ores
- l. Raising of Pets, Livestock or other animals
- m. Kennel or Dog Pound

3.3 PERFORMANCE STANDARDS: No use will be made of any site or any portion thereof or any building or structure thereon at any time, nor shall any materials or products be manufactures, processed or stored thereon or therein, which shall, in the opinion of the Association, cause an undue fire or health hazard to adjoining properties, or which shall constitute a nuisance or cause the emission of noxious odors or gases or smoke, or cause noises or other conditions which might violate the purpose and intent of these protective covenants and the Association's general development standards or which shall constitute a violation of any law of the United States, the State of Kentucky or the County of Boone, or any regulation or ordinance promulgated thereunder.

No operation or uses shall be permitted or maintained which causes or produces any of the following effects discernible outside the improvements or affecting any adjacent property:

- a. Noise, vibration, or sound that is objectionable because of its volume, duration, intermittent beat, frequency or shrillness;
- b. Smoke;
- c. Noxious, toxic, or corrosive fumes of gases;
- d. Obnoxious odors;
- e. Dust, dirt or fly ash;
- f. Unusual fire or explosive hazards;
- g. Glare or excessive light; and

- h. Excavation: Only excavation made in connection with construction of an improvement shall be made, and then only when proper protection is afforded adjacent property, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and landscaped.

In addition, the following restrictions are placed on parcel M for C-3 usage and parcel K for C-3 usage:

- a. Restrictions to Sit-down Resturant on site K (C-3 usage) of not more than 10,000 square feet.
- b. Restrictions to Commercial/Retail on site M (C-3 usage) of not more than 15,000 square feet and the following C-3 uses shall not be allowed:
 - 1) Commercial parking facilities;
 - 2) Sales and service of new and used motor vehicles including tires, batteries and accessories;
 - 3) Sales and service of new and used marine craft, recreational vehicles, camping trailers and motorcycles;
 - 4) Sale of mobile homes;
 - 5) Farm and garden supply outlets including equipment and vehicles;
 - 6) Food lockers, including preparation facilities and individualized household goods storage lockers (mini warehouses);
 - 7) Sale of satellite dishes;
 - 8) Grocery stores and supermarket; and
 - 9) Automobile repair, autobdy maintenance or wash services.

ARTICLE IV

DEVELOPMENT STANDARDS

4.1 MINIMUM LOT SIZE:

- C-3 Use: Approximately 1.9 acre.
- O-2 Use: Approximately 3 acres.
- I-1 Use: Approximately 5 acres.

4.2 MINIMUM BUILDING SIZE:

C-3 Use: Approximately 10,000 square feet.

O-2 Use: Approximately 50,000 square feet.

I-1 Use: Approximately 30,000 square feet.

4.3 MAXIMUM BUILDING HEIGHT: Six stories or seventy (70) feet above the first floor on the ground grade at the base of the structure. Roof mounted equipment and elevator overrun space is exempt from this limitation.

4.4 SITE COVERAGE: The ratio of building coverage to the Site area will be subject to the approval of the Association, but in no case may the ratio exceed forty (40) percent for C-3 uses or O-2 uses nor sixty (60) percent for I-1 uses.

4.5 NUMBER OF BUILDINGS PER PARCEL: More than one principal building may be erected on any one parcel, subject to the approval of the Association.

4.6 SETBACKS: Except as provided in Section 4.7 below, no structure or above ground improvement of any kind and no part thereof, shall be placed on any Site closer to a property line than the Building setback distances as follow:

a. ALL YARDS: Buildings may not be built closer to a lot line than two thirds the building height.

b. FRONT YARD: The Building setback line is established as not less than eighty five (85) feet from street right-of-way lines for O-2 or I-1 uses and not less than fifty (50) feet for C-3 uses.

c. SIDE YARD: The Building setback line is established as twenty-five (25) feet from side property lines but not less than fifty (50) feet from street right-of-way lines on the side of buildings located on corner lots of O-2 or I-1 usage and thirty (30) feet for corner lots of C-3 usage.

- d. REAR YARD: The Building setback line is established as thirty (30) feet from a rear property line for O-2 or I-1 usage and twenty (20) feet for C-3 usages.

4.7 EXCEPTIONS TO SETBACK LIMITATIONS: The following structures and improvements are specifically excluded from the setback provisions of Section 4.6 above:

- a. Minor roof overhang, subject to the specific approval of the Association in writing;
- b. Steps and walks;
- c. Paving and associated curbing, except that vehicle parking areas shall not be permitted within fifteen (15) feet of the street right-of-way line or lines. In addition, no such paving shall be permitted within ten (10) feet of any property line without special permission in writing by the Association;
- d. Landscaping;
- e. Planter, not to exceed three (3) feet in height;
- f. Signs, not to exceed four (4) feet in height and approved by the Association except main park entry signs are exempt from this height limitation.

4.8 OFF-STREET PARKING AREAS:

- a. No parking will be permitted on the streets in the Airport Exchange Business Park and each site owner shall provide adequate off-street parking to accommodate all parking needs for employees, visitors and company vehicles on the site. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this section. Any parking facilities and private driveways must be approved by the Association in writing.
- b. Parking shall not be permitted within the public right-of-way.
- c. All driveways and parking areas shall be paved with concrete or asphalt paving and curbed with concrete curbs in accordance with architectural and aesthetic standards.

- d. Parking spaces within any lot zoned O-2 or I-1 in Airport Exchange Business Park shall be a minimum of nine (9) feet by nineteen (19) feet and separated by a twenty-five (25) feet aisle when laid out at ninety (90) degree parking, except the commercial (C-3) usages shall have ten (10) feet by twenty (20) feet spaces separated by a twenty-five (25) feet wide aisle. Parking spaces on lots zoned O-2 or I-1 may be decreased to nine (9) feet by eighteen (18) feet with a twenty-four (24) feet aisle with special permission and if additional landscaping is provided within the parking lot.

4.9 OFF-STREET LOADING AREAS:

- a. A minimum of one off-street loading area of at least ten (10) feet by fifty (50) feet shall be provided for each building.
- b. Loading areas located in side yards shall be set back and screened to minimize the effect from the street and neighboring properties. No loading areas shall be permitted on the front of any building or the side of any building facing a road unless adequate screening is provided and is approved by the Association.

4.10 STREETS -- DRIVEWAYS/SIDEWALKS -- CURBING: Streets, drives, curbs and walks shall be constructed or altered only in accordance with plans and specifications submitted to and approved in writing by the Association. All such areas are to have area lighting installed on attractive metallic poles to assist in general public safety.

ARTICLE V

ARCHITECTURAL AND AESTHETIC STANDARDS

5.1 LANDSCAPING:

- a. Every site on which a building shall have been placed shall be landscaped according to plans approved by the Association and maintained thereafter in a sightly and well-kept condition. The landscape plans shall be approved by the Association. Each lot or building site shall be required to have a landscape and irrigation system which installed cost is to be not less than the greater of one and one-half (1-1/2) percent of project cost or twenty-five thousand dollars (\$25,000.00).

- b. The property owner, lessee or occupant shall landscape and maintain unpaved areas between the property lines and the building. The area between paved streets and the setback line or parking lines shall be used exclusively for landscaping except for walks and driveways crossing the required landscape area. This area is to be provided with landscaping plants and attractive berms approximately thirty (30) inches in height.
- c. The property owner, lessee or occupant shall provide and use hose bibs or irrigation systems in the vicinity of all landscaped areas on improved properties.
- d. Landscaping as approved by the Association shall be installed within sixty (60) days of occupancy or completion of the building, whichever occurs first, or as soon as weather will allow if such period falls within winter months.
- e. The owner, lessee or occupant of any site or lot shall at all times keep the landscaping in good order and condition. Should the owner, lessee or occupant of any site or lot fail to remedy any deficiency in the maintenance of the landscaping within twenty-one (21) days after written notification, the Association hereby expressly reserves the right, privilege and license to make any and all corrections or improvements in landscape maintenance at the expense of the site owner, lessee, or occupant, as the case may be.
- f. Maintenance of Landscaping shall include but not be limited to:
 - (a) Replacement of dead trees and shrubs
 - (b) Green grass in summer months
 - (c) Annual mulching of ungrassed areas
 - (d) Removal of dead annuals during winter
 - (e) Trimming of shrubs to maintain reasonable size
 - (f) Maintenance of grass at 3" maximum height

5.2 EXTERIOR CONSTRUCTION, PERMITTED MATERIALS, PROHIBITED MATERIALS, APPROVED CONSTRUCTION METHODS, DESIGN:

- a. Any building erected on a site shall conform to the following construction practices:
 - (1) Exterior walls must be finished with architectural masonry units, natural stone, precast concrete, aluminum or glass

materials or their equivalent as approved by the Association. Such finish building materials shall be applied to all sides of a building which are visible to the general public, as well as from neighboring property and streets. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent buildings. The Association shall have the sole right to approve or disapprove materials and colors so controlled.

- (2) Temporary Improvements -- No temporary buildings or other improvements of a temporary nature, including trailers, basements or incomplete buildings, tents or shacks shall be permitted on the Property. Temporary Improvements used solely in connection with the construction or sales of permanent approved improvements may be permitted provided they are located as inconspicuously as possible and are removed immediately after completion of such construction.
- (3) Signs: Plans and specifications for the construction installation or alteration of all outdoor signs including traffic or directional signs shall be first submitted to and have the written approval of the Association in accordance with this Section.

The following signs shall be permitted:

- a. Those offering the premises for sale or lease when specifically approved by the Association in writing;
- b. Those necessary to identify the location of a project during construction when specifically approved by the Association in writing;
- c. Those identifying the name and business of the person or firm occupying the premises subject to the following criteria:

- (1) All signs mounted on a building may identify the owner or tenant company name only and must be approved by the Association.

Generally an identifying sign may be mounted on one wall except that at the discretion of the Association a smaller sign or logo may be permitted on an additional facade. No signs shall be mounted on the roof of a building.

- (2) The length of the entire sign shall not be more than 90% of the length of the architectural panel or division on which the sign is mounted.
- (3) The height of any letter shall be no larger than two (2) inches of letter height per one foot of building height measured from final grade to roof top or top of parapet.
- (4) If a sign must have two lines of copy, then the permissible height from the top of the upper line to the bottom of the lower line may not exceed 2" of height for every foot of building height, measured on the wall on which the sign is mounted, and the length of the sign copy may not exceed 80% of the length of the architectural panel on which same is mounted.
- (5) LOGOS: A logo for a single line sign or a logo to be mounted separately, may not be larger in diameter than two times the permissible copy letter height and if placed adjacent to the beginning or end of the sign copy, must fall within the 90% limit. A logo for a two line sign may not exceed in diameter the height from the top of the upper line to the bottom of the lower line, must be placed adjacent to either beginning or end of the sign copy, and must still, when so placed, fall within the 80% limit.

- (6) Building mounted or ground mounted signs directing the flow of pedestrians and traffic shall be limited to size and placement by the Association which must approve same. No other ground mounted signs or logos or displays shall be permitted.
 - (7) All the above criteria provide guidelines, with all final approval of any signs to be made by the Association, and final approval will be based not only on the above but by reasonable architectural standards and overall balance as same applies to identification displays. It should also be understood that the Association must approve the manner in which the sign is constructed, lighted and mounted.
 - (8) Park entry signs are exempt from the above criteria.
- (4) Outdoor Storage:
- a. No materials, supplies or equipment (including company-owned or operated vehicles) including but not limited to trash and garbage receptacles, shall be stored in any area on a site except inside a closed building, or behind a visual barrier which screens such areas from the view of adjoining properties and/or a public street.
 - b. Service Screening, Storage Areas: Garbage and refuse containers shall be concealed by the building by landscaping or by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integral with the concept of the building plan, be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible. No materials, supplies or equipment shall be stored on the property except inside a closed building, or behind a visual barrier which screens such areas so that they are not visible from neighboring streets or property.

- c. Storage Tanks: No storage tanks, including but not limited to those used for storage of water or propane gas or other fuel or chemical shall be permitted on the property.
 - d. No trailers shall be used for storage purposes on the Site.
- (5) Maintenance Requirements, Refuse Collection and Prohibition of Junk Storage:

Each Site owner, lessee or occupant shall at all times keep his premises, buildings improvements and appurtenances in a safe, clean neat and sanitary condition and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each Site owner, lessee, or occupant shall provide for the removal of trash and rubbish from his premises. The Sites shall not be used for storage of junk automobiles or any scrap materials. During construction, it shall be the responsibility of each Site owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials, and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner.

- (6) Utilities Placement and Design: Without limiting the generality of any of the foregoing, the following use restrictions shall be maintained and enforced with respect to the Property:

- a. Antennas -- No antenna for transmission or reception or television signals or any other form of electro-magnetic radiation shall be erected, used or maintained on the Property outside any building whether attached to an improvement or otherwise.
- b. Utility Service -- No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or

upon the property unless the same shall be contained in conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings or other approved improvements, provided electrical transformers may be permitted if properly screened and approved by the Association. Nothing herein shall be deemed to forbid the erection and use of temporary electric or telephone services incident to the construction of approved improvements.

c. Heating, Ventilating and Air Conditioning Equipment -- No HVAC equipment which is visible on the exterior of any improvement shall be permitted on the property unless such is properly screened and approved by the Association.

(7) Repair of Buildings: No building or other improvement shall be permitted to fall into disrepair and each improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished in accordance with specifications established by the Association. Owner, lessee or occupant of any lot or site hereby grants to the Association the right to make any necessary alterations, repairs or maintenance approved by the Association to carry out the intent of this provision and owner, lessee or occupant further agrees to reimburse the Association for any expenses actually incurred in carrying out the foregoing.

MINUTES
BOONE COUNTY FISCAL COURT
October 17, 1995
5:30 P.M.

industrial park, and there would be joint access and shared parking by IDI and Holiday Inn on the lots in question.

Mr. Duncan said there was a provision in the deed not to build a hotel, but that provision was for five years only, and had expired in April of 1995. Mr. Duncan said the requested change in the concept plan does not lend itself to an industrial park.

Commissioners questioned the feasibility of reversing development locations of the proposed change in the Concept Plan, which would allow more accessible parking for Holiday Inn, and expressed concerns that related to visibility and accessibility to the Interstate.

Jeff Hayes, Planner for the Boone County Planning Commission, said the market for office sites has declined since IDI initially presented their Concept Plan. He also said the site plan is standard and the shared parking in question is not an issue in the Concept Plan, it will be addressed at the site plan approval. He further stated that if IDI had not granted shared parking, Holiday Inn would have exceeded parking requirements. Mr. Hayes suggested the feasibility of reversing the proposed development could be resolved when the final site plan is reviewed.

Judge Lucas asked the County Attorney what the Court's options were and Mr. Crigler said the Court could either pass the Ordinance as is, or deny if there were appropriate findings of fact.

Judge Lucas then read a summary of Ordinance No. 920.320 and asked for the Court's recommendation.

Commissioner Meihaus moved, seconded by Commissioner Campbell, to approve, with one additional condition, on Second Reading Ordinance No. 920.320, an ordinance of the Boone County Fiscal Court to consider the request of Smith, Stevens, & Young, Inc. (Applicant) for Industrial Developments International (Owner) for a change in an approved Concept Development Plan, with conditions, in an Industrial One/Office Two/Commercial Services/Planned Development (I-1/O-2/C-3/PD) zone for an approximate 11 acre site known as Lots 2 And 3, Airport Exchange Business Park, Boone County, Kentucky, as recommended unanimously by the Boone County Planning Commission via Resolution R-95-032-A. The additional condition should state "staff believes design guidelines should be established for the proposed use which include types of materials to be used, heights of building, and the screening of mechanical equipment and loading dock areas which may be visible from a public right-of-way".

ADDITIONAL
CONDITION

Attorney Duncan agreed to the additional condition. Judge Lucas then called for a vote of the motion, Commissioner Patrick voted NO, Commissioner Meihaus voted AYE, Commissioner Campbell voted AYE, and Judge Lucas voted AYE. Motion carried. Exhibit "A"

FROGTOWN ROAD - ZONE CHANGE WITHDRAWAL REQUEST ACKNOWLEDGMENT

Judge Lucas presented for the Court's acknowledgment, the request of David S. Hils to withdraw his application for a zone change for the Post office site located at 1664 Frogtown Road, Boone County, Kentucky. Exhibit "B"

ITEM IV. PERSONNEL MATTERS

Commissioner Campbell moved, seconded by Commissioner Patrick, to approve the appointment of Ron Lehan to the position of Laborer I in the Public Works Department, at the Grade/Step of 5/E, \$9.03 per hour. Judge Lucas called for a vote of the motion, ALL PRESENT VOTING AYE.