



City of Huron  
Agenda for the Planning Commission/DRB  
Wednesday, December 18, 2024 5:00pm.

- I. **Call to Order**
- II. **Roll Call**
- III. **Adoption of the Minutes (11-20-24)**
- IV. **Audience Comments (3-minute time limit)** \*Please step to the podium and state your name and address for the record.
- V. **New Business**  
  
**Public Hearing:** Proposed Amendment to the Turtle Bay Condominium R-3 PUD Development, Lot #216, PPN 42-00401.057  
  
525 Cleveland Road W, Port Huron Plaza- Commercial Signage-BCC Services
- VI. **Other Matters**  
Next Meeting: January 15, 2025
- VII. **Adjournment**



**TO:** Chairman Boyle and Members of the Planning Commission  
**FROM:** Christine Gibboney, Administrative Assistant  
**RE:** Turtle Bay Condo Association- Amendment to R-3 PUD  
**DATE:** December 18, 2024

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**Address:** Lot 216                      **PPN** 42-00401.057                      **Current Zoning:** R-3 PUD

**Owner/Applicant:**                      **Richard & Tracy Ranchoff**

**Subject Matter/Background**

The owners are seeking to amend the rear yard setback regulation, approved within the Planned Development Plan of Turtle Bay, for a vacant lot they own within this R-3 PUD development.

The approved and recorded plat of Turtle Bay reflects front and rear yard setbacks of 25', the owners are seeking to reduce the rear yard setback on this one lot to a 10' rear yard setback due to the shape of the lot. The owner has the approval of the Turtle Bay Homeowners Association and the abutting property owner. (letters enclosed)

**Land Use and Zoning**

Residential Vacant Lot within the Turtle Bay Condo Development

**Staff Analysis/ Recommendation:**

Staff has pulled and reviewed records available for the Turtle Bay Condominium Planned Development. Being a Planned Development, approval through the Planning Commission and City Council was required. Ordinance 1999-12 was adopted by City Council on June 14, 1999 to approve this Planned Development Project. It appears there have been a couple of amendments to the PUD back in 2004 and 2005 relative to the number and type of units in the development- both were approved through the Planning Commission and City Council.

In this case, the owner of one lot (Lot 216, PPN 42-00401.057), and with approval of the HOA, is seeking to reduce the rear yard setback from 25' to 10'. This is a corner lot within the development, which has two "front" yard setbacks of 25', one side yard setback of 10', and the current rear yard setback of 25'. (Refer to existing Plat and the proposed lot plan).

Per the Auditor's site, the home on the abutting property looks to have a setback of approximately 14' from the property line. Note: This neighbor has submitted a letter of support.

Upon review and recommendation from the Planning Commission, the matter will be forwarded to Clerk of Council for a future public hearing at the City Council level.

### **Applicable Code Sections**

1126.05 Planned Development Projects

Attachments:

Application & Plans

Letters from HOA & Neighbor

# Planning Commission (PC)

## Commercial Site Plan Application/Design Approval- Exterior/Design-Signage Only

DATE: 11/18/2024

### Property Owner

Name: Tracy + Richard

Address: \_\_\_\_\_

Phone: 440-554-1047 - Tracy

Email: \_\_\_\_\_

RANCHOFF  
1227 CLEVELAND RD. WEST  
HURON, OH. 44839

440-554-1056-Richard ranchoff55@gmail.com

### Applicant

Name: Tracy + Richard Ranchoff

Company/Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: 440-554-1047 - Tracy 440-554-1056 - Richard

Email: \_\_\_\_\_

Ranchoff  
1227 Cleveland Rd. W  
Huron, OH 44839

ranchoff55@gmail.com

### Location and Description of Project

Address: Turtle Bay Lot 216 County Parcel #: 42-00401.057

Existing Use: vacant parcel Acreage/Area of Site: \_\_\_\_\_

Proposed Use: \_\_\_\_\_ Lot # (if applicable): 216

Estimated Value of Project: \_\_\_\_\_ Total SF: \_\_\_\_\_

☐

New Construction

☐

Demolition

☐

Addition to Existing Structure

☒

Other: Amendment to PUD-Turtle Bay

### ZONING & FLOOD ZONE DISTRICTS

Zoning District: PUD/R-3 (R-1 R-1A R-2 R-3 B-1 B-2 B-3 I-1 I-2 P-1 MU)

Flood Zone: X (A AE AO AH X-SHADED X)

Description of Project: seeking to Amend the southside  
Setbacks From 25' to 10' on PPN 42-00401.057  
and Lot #216 of Turtle Bay. this is within  
the approved Planned Residential Development of  
Turtle Bay.  
(Please see Attached letter.)

**SECTION 1. SITE PLAN APPROVAL** \*The application fee of \$150.00 and a complete site plan with following information must be included with this application and provided in a PDF format:

- ☒ Legal Survey or Plat
- ☐ Dimensions of the Lot/Property Lines
- ☐ Size and Location of the Existing Structure (if applicable)
- ☐ Size and Location of the Proposed Structure
- ☒ Front, Rear, and Side Setbacks of Existing Structure (if applicable)
- ☒ Front, Rear, and Side Setbacks of Proposed Structure
- ☐ Height of the Proposed Structure
- ☐ Location of Sidewalks, Driveways, Drive Aisles, Parking Areas (with markings),
- ☐ Fire Lanes Location of all utility connections and infrastructure
- ☐ Plan for any curb cut/apron connection to public street

**\*A complete drainage plan must be included for projects that result in grading, paving, site modification, or new construction.**

**SECTION 2. DESIGN APPROVAL (EXTERIOR, LANDSCAPING, LIGHTING, SIGNAGE) \***  
The application fee of \$150.00 and complete plans to include the following information must be included with this application and provided in a PDF format.

- ☐ Photographs of Existing Conditions
- ☐ Elevations of Proposed Modifications
- ☐ Paint or Color Samples
- ☐ Exterior Building Material Samples
- ☐ Landscape Plan
- ☐ Exterior Lighting Plan
- ☐ Commercial Signage- Site Plan, Colored Elevations, Description of sign materials, Illumination specifications. Complete the table below:

Sign Type (circle)				Dimensions				
Sign #1:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy		X	=	sq. ft.	ft.	
Sign Type (circle)				Dimensions				
Sign #2:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy		X	=	sq. ft.	ft.	
Sign Type (circle)				Dimensions				
Sign #3:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy		X	=	sq. ft.	ft.	
Sign Type (circle)				Dimensions				
Sign #4:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy		X	=	sq. ft.	ft.	

**SECTION 3. DESIGN APPROVAL (COMMERCIAL SIGNAGE ONLY)** \* The application fee of \$50.00 and complete plans to include the following information must be included with this application and provided in a PDF format.

\_\_\_ Signage Site Plan with all setback dimensions

\_\_\_ Rendering(s) of all signs with detail of dimensions, construction materials, graphics, illumination

Sign Type (circle)				Dimensions				
Sign #1:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy			X	=	sq. ft.	ft.
Sign Type (circle)				Dimensions				
Sign #2:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy			X	=	sq. ft.	ft.
Sign Type (circle)				Dimensions				
Sign #3:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy			X	=	sq. ft.	ft.
Sign Type (circle)				Dimensions				
Sign #4:	Wall	Window	Other: <input type="text"/>	Height	Width	Display Area	Height (if ground)	
	Ground	Changeable Copy			X	=	sq. ft.	ft.

**PLEASE NOTE:** Upon approval from the Planning Commission, your project may require Engineering Plan review and Storm Water/Erosion Control Plan review, associated fees will apply. Zoning and/or Building Permits may be required, associated permit fees will apply. All Contractors on your project must be registered with the City. Contact the Planning and Zoning Department with any questions: 419-433-5000 ext. 1302.

X I hereby certify that I am the owner of record of the named property or that the proposed work is authorized by the owner of record and/or I have been authorized to make this application as an authorized agent, and we agree to conform to all applicable laws, regulations, and ordinances. All information contained within this application and supplemental materials is true and accurate to the best of my knowledge and belief.

Applicant Signature: [Signature] Date: 11/18/2024

Owner Signature: [Signature] Date: 11/18/2024

**For Departmental Use Only:**

Date of Submission: 10/17/24

Application Fee: \_\_\_\_\_ PC Meeting Date: \_\_\_\_\_

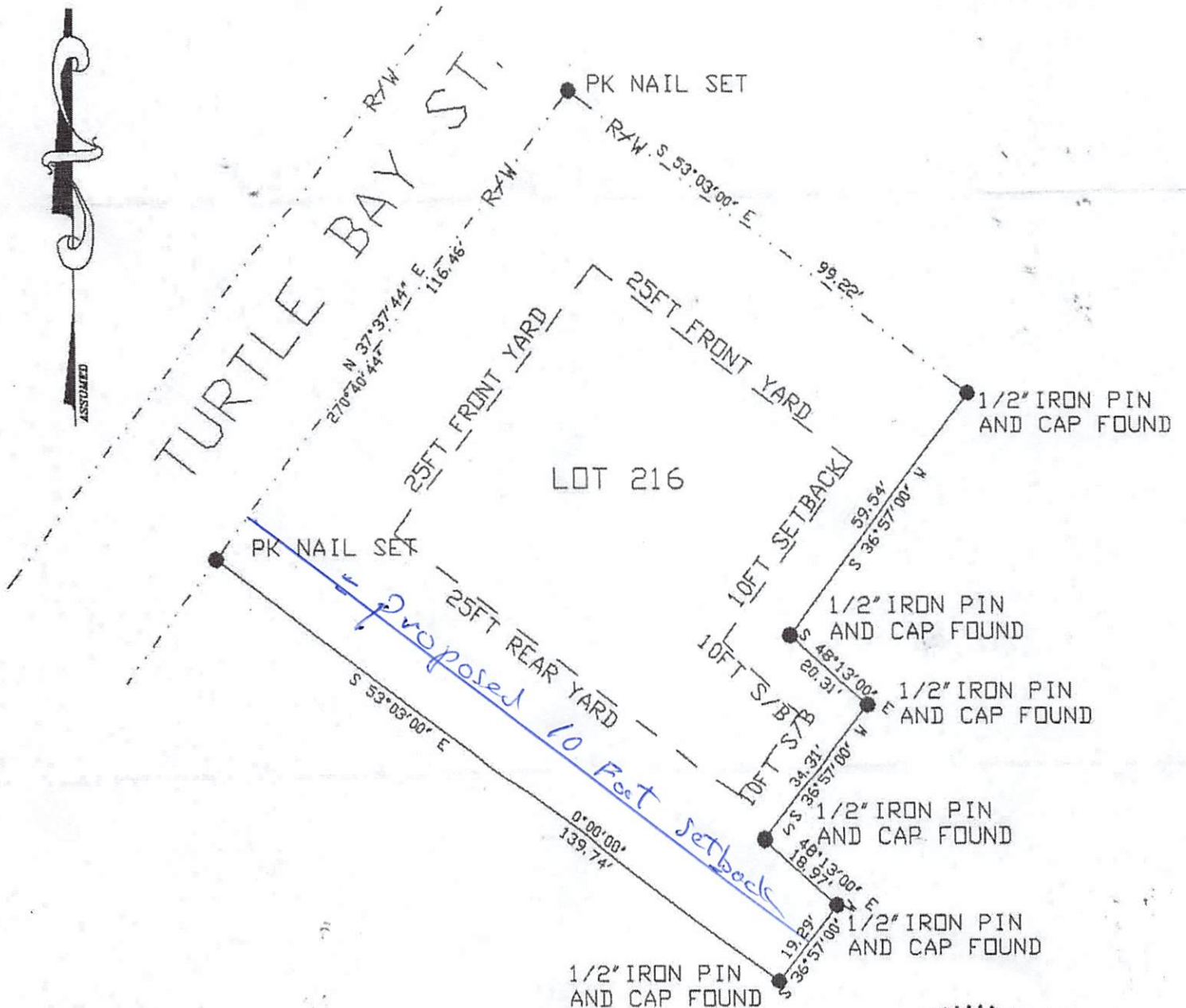




Daniel E. Hartung Jr., PE, PS

RANCHOFF  
1227 CLEVELAND RD W  
HURON, OH 44839

346 North Main St. • P.O. Box 426 • Huron, OH 44839-0426  
(419) 433-4321 • fax (419) 433-7879  
hartungsurveyors@bex.net



MAP OF SURVEY  
FOR  
TRACY RANCHOFF

SUBLOT 216  
PV 45 PG 11&12  
ERIE COUNTY  
JULY 2016

TURTLE BAY SUBDIVISION  
CITY OF HURON  
STATE OF OHIO  
SCALE 1"=30'



Daniel E. Hartung Jr. 7/19/2016

Dear Planning Commission,

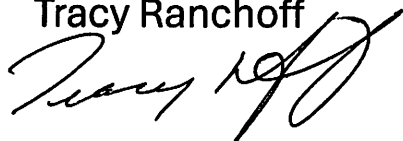
Tracy and Richard Ranchoff owners of lot 216 Turtle Bay  
(PPN 42-00401.057) would like to change the south setback from  
25 feet to 10 feet.

The reason for this is to give more options to build a house  
obviously meeting all building code requirements. It would allow for  
more space on the southside to expand the home. Also from a  
different point of view could allow a backyard on the southside or  
eastside of the house.

The Homeowners Association as well as the adjacent neighbor  
have no issues with this change . (see enclosed letters)

Finally if you look at the plot plan of Turtle Bay it appears a line  
was arbitrarily drawn thru lot 210, 211 and 216 by the developer. No  
thought was given to the lot itself.

Thank you for your consideration.

Tracy Ranchoff  




Richard Ranchoff

A handwritten signature in black ink, consisting of two stylized, cursive-like letters that appear to be 'R' and 'R'.

Turtle Bay Home Owners Association  
Turtle Bay Subdivision  
September 22, 2024

To whom it may concern:

The annual meeting of the Turtle Bay Home Owners Association was held on 09/21/2024 at the Huron Public Library.

Tracy and Richard Ranchoff ,owners of Lot 16 Turtle Bay, requested a variance to the lot such that the south setback be changed from 25 feet to 10 feet. (Please see plot plan). This will offer more options for construction of a new home.

A vote was taken at the meeting, and it was passed unanimously for the requested change.

Sincerely,

A handwritten signature in black ink, appearing to read "Vasu Pandrangi". The signature is fluid and cursive, with the first name "Vasu" and last name "Pandangi" clearly distinguishable.

Vasu Pandrangi

President of Turtle Bay Home Owners Association

Turtle Bay HOA  
Turtle Bay Subdivision  
September 22, 2024

To whom it may concern:

Tracy and Richard Ranchoff, owners of lot 16 Turtle Bay, are requesting the south setback from 25 feet to 10 feet.

We fully agree to their request with no reservations.

Sincerely,

A handwritten signature in cursive script that reads "Sheri Ransom".

Sheri Ransom

A handwritten signature in cursive script that reads "Scott Ransom".

Scott Ransom

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TURTLE BAY SUBDIVISION**

Turtle Bay Limited Partnership, hereinafter called Declarant, is the owner in fee simple of certain real property located in Erie County, Ohio, described on the exhibit attached hereto and incorporated herein by reference, entitled "Legal Description Perimeter," that will constitute Turtle Bay Subdivision, for which a Plat of Subdivision has or will be filed in the Office of the Erie County Recorder, which plat identifies sixteen residential lots, numbered 201 through 216.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such real property, declarant states that all of the real property described above, and each part thereof shall be held, sold, conveyed, and occupied only subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in Turtle Bay Subdivision, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I - DEFINITIONS**

1.1 "Access easement to the beach" shall mean the joint easement area extending to the beach along Lake Erie, created by agreement between Declarant and unit owners of the Turtle Bay Condominiums.

1.2. "Association" shall mean and refer to Turtle Bay Homeowners' Association, Inc., an Ohio not for profit corporation, its successors and assigns.

1.3. "Common area" shall mean all real property owned or to be owned by the association for the common use and enjoyment of the owners of lots in Turtle Bay Subdivision and Turtle Bay Condominium. The common area is shown on the Plat of Turtle Bay Subdivision, and is the land included in the area of the subdivision, excluding the sixteen residential lots, and consists of the following components or parts: (1) common frontage on Cleveland Road; (2) entry circle with waterfall; (3) main private road; (4) west private road; (5) breakwall; (6) beach;

90 R 11 DE 21 M  
EXT. 11

MICROFILMED  
SERIALIZED

pond area; and (8) access easement to the beach. The legal description of the Common Area is contained in the exhibit attached hereto and incorporated herein by reference, entitled "Legal Description Common Area."

1.4 "Condominium" or "Turtle Bay Condominiums" means that condominium located in Erie County, Ohio near or adjacent to Turtle Bay Subdivision, for which a Declaration of Condominium Ownership, By-Law, and Drawings, and amendments thereto, have been filed with the Office of the Erie County Recorder, beginning at RN #200005320, Plat Volume 40, page 81.

1.5 "Declarant" means Turtle Bay Limited Partnership, its successors and assigns.

1.6 "Lot" shall mean one of the sixteen numbered lots indicated on the Plat of Turtle Bay Subdivision.

1.7 "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, lawns, entranceways, beaches, breakwaters, swimming pools and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

1.8 "Member" shall mean every person or entity who holds membership in the association.

1.9 "Mortgage" shall mean a conventional mortgage or a deed of trust.

1.11 "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

1.12 "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of Turtle Bay Subdivision.

## **ARTICLE II - MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS**

2.1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot. In the event one person or



entity owns more than one lot, such person or entity constitutes a number of owners equal to the number of lots owned.

2.2. The association shall have four trustees, three of which shall be elected by owners, and one of which shall be designated by the unit owners of Turtle Bay Condominiums.

2.3 The three trustees selected by lot owners shall be entitled to vote on all issues; the trustee selected by Condominium unit owners may attend meetings that pertain only to and may vote only on issues which relate to (1) common frontage on Cleveland Road; (2) entry circle with waterfall; (3) main private road; and (4) access easement to the beach.

2.4 Until such time as the association is formed and the common area is conveyed by Declarant to the association, all rights, duties, and obligations imposed by this Declaration on the association and its trustees shall be exercised and performed by Declarant, or Declarant's designee or successor.

### **ARTICLE III - ASSESSMENTS**

3.1. Lien and personal obligation of assessments. Declarant covenants for each lot in Turtle Bay Subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of the deed for such lot, whether or not it shall be so expressed in the deed, to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established by the trustees of the association and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

3.2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively for the improvement and maintenance of the common area. Annual

assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area, including improvements thereon.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for maintenance of the common area as may be determined by the association, including, but not limited to, security gating at the main entrance.
- (d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the common area that are not dedicated to and accepted by any public agency.
- (e) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.
- (f) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the board of directors of the association.
- (g) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners or unit owners of Turtle Bay Condominiums, or for the enforcement of these restrictions.

3.3. Allocation of expenses among benefitted parties. The expenses incurred by the association shall be allocated among owners of lots in Turtle Bay Subdivision and the unit owners association for Turtle Bay Condominiums as follows:

(a) Expenses related to the common frontage on Cleveland Road, entry circle with waterfall, main private road and the access easement to the beach shall be divided between lot owners and the condominium's owners association. There are twelve residential condominium units and there are sixteen lots in the subdivision. Such division of expenses shall be as follows: 12/28 to be paid by the condominium owners association as a common expense for the benefit of the condominium unit owners, and 16/28 to be paid by lot owners in the subdivision, 1/28 each. Expenses related to structural damage to the road and access easement due to the passage of heavy equipment at the time of new construction in the subdivision shall be paid entirely by lot owners, and not by the condominium's owners association. Turtle Bay Homeowners' Association, Inc. will have the right to pursue damages against the entity or person causing such damage.

(b) The expenses associated with the west private road, breakwall, pond area, beach and access easement to the beach shall be divided equally among all subdivision lots owners, except in the event capital improvements must be made to the breakwall (as opposed to normal maintenance and replacement) due, for example, to changes in shape or height required by revised or new regulations, the costs of same shall be divided such that the lots on the lakefront (lots 201 through 205) will be assessed three times the amount assessed the other lots in the subdivision.

(c) If annual assessments are payable monthly and during a year lots are sold that require a change in the allocation of expense between lot owners and condominium unit owners, the assessments that otherwise would have been charged for the balance of the year will be adjusted to reallocate the expense under (a) above, taking in account changes in percentages due to additional lots being conveyed and to have the newly conveyed lot share expense for the balance of the year.

3.4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto.

3.5. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence on the first day of the month following the filing of the Plat of Turtle Bay Subdivision. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of trustees shall fix the amount of the annual assessment against each lot at least fifteen days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessment against a specific lot has been paid.

3.6. Effect of nonpayment of lot owner assessments; remedies of the association. Any assessment not paid within fifteen days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen (15%) percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's lot.

3.7. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

3.8 Recording notice of lien. The Association shall have a perpetual lien upon each of the lots to secure payment of the assessments due from the owner of each lot, plus interest as provided above, plus costs of collection, and each such assessment shall also be the personal obligation of the owner of each lot at the time when the assessment fell due. Each assessment shall become a lien against the lot for which it is to be paid on the first day of the month on which it is due. In default of the payment of any assessment within sixty (60) days of its due date, the lien for said charge may be recorded against the lot for which the assessment remains unpaid by filing in the office of the Recorder of Erie County, Ohio, an "Notice of Lien" in substantially the following form which shall be recorded in the lien records of said Recorder:

Notice of Lien

Notice is hereby given that Turtle Bay Homeowners' Association, Inc. claims a lien for unpaid assessments for the months of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ against the following described premises:

(insert legal description)

Turtle Bay Homeowners' Association, Inc., by:

\_\_\_\_\_  
President

State of Ohio, Erie County, SS:

The foregoing instrument was acknowledged before me \_\_\_\_\_ by \_\_\_\_\_, the president of Turtle Bay Homeowners' Association, Inc., on behalf of said corporation.

\_\_\_\_\_  
Notary Public

This instrument prepared by \_\_\_\_\_

In the event any of said assessments are not paid when due, the Association may, when and as often as such delinquencies occur, proceed by process of law to collect the amount then due by foreclosure of said lien, or otherwise, and in such event, shall be entitled to record and have and enforce against each defaulting lot a lien for all interest due thereon plus its costs and expenses in that behalf, including title expense, court costs, attorney fees and disbursements. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or



abandonment of his lot. Lot owners shall notify the Association in writing at least ten days prior to the sale or transfer of a lot, and provide the name and mailing address of the new owner.

#### **ARTICLE IV - PROPERTY RIGHTS**

4.1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area, which right shall be appurtenant to and shall pass with the title to such lot.

#### **4.2. Other Easements.**

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the Turtle Bay Subdivision Plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind other than small shed at end of west road shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

4.3. Right of Entry. The association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

4.4. No Partition. There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the Project Site or any part

thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

#### **ARTICLE V - USE RESTRICTIONS AND REQUIREMENTS**

5.1. Each lot shall be used as a residence for a single family home and garage and for no other purpose. Outbuildings are not allowed.

5.2. No business of any kind shall be conducted on any residence with the exception of the business activities of declarant and the transferees of declarant reasonably necessary in initially developing and selling all of the lots, and any business conducted within a residence home without involving any clients or customers coming to the residence or lot.

5.3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11.

5.4. No sign of any kind shall be displayed to public view on a lot or the common area without the prior written consent of the association, except customary name and address signs.

5.5. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, not more than two dogs, two cats, and other household pets may be kept, so long as they are not kept, bred, or maintained for commercial purposes, and they are maintained within the residence structure. No outside dog runs are allowed.

5.6. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

5.7. No fence, hedge, wall, or other dividing instrumentality over three feet in height measured from the ground on which it stands shall be constructed or maintained on any lot, except if required by local law, fences are permitted around in ground pools and hot tubs, and fences are permitted along the east boundaries of Lots 214 and 215, and the west boundaries of Lots 207 and 208.

5.8. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.

5.9. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the association.

5.10 No above ground pools or hot tubs are permitted. Inground pools and hot tubs are permitted.

5.11 There shall be no outside storage of boat trailers, boats, campers or other trailers, other than for not more than twelve hours for purposes of loading or unloading.

5.12 Motor vehicles shall not be placed on blocks, and all motor vehicles must be operable and licensed.

5.13. Satellite dishes shall not be permitted on any lot or structure unless approved by the Architectural Control Committee, to the extent such restriction is allowed under federal or local law.

5.14 Nothing shall be constructed, and no trees shall be permitted or planted, within the north thirty feet of the sixty foot setback along the north side of Lots 201 through 207, inclusive.

5.15 All setbacks shown on the Plat of Turtle Bay Subdivison shall be observed and nothing shall be constructed therein.

5.16 The minimum size for residences on Lots 201 through 205 is 3,000square feet, exclusive of garage; for other lots it is 2,000 square feet, exclusive of garage.

5.17 Construction of residential buildings on a lot, or exterior remodeling of existing buildings must be completed within twelve months of its commencement. Upon completion of initial construction, the entire lot other than portions occupied by structures shall be landscaped according to plans approved by the Architectural Control Committee. All lots shall be cleared within six months of initial conveyance, and if construction is not then commenced, shall be seeded with grass and mowed regularly, except border areas along the south and west borders of the subdivision may be left in their natural state.

#### **ARTICLE VI - OWNERS' OBLIGATION TO REPAIR OR REBUILD**

6.1 Each owner of a residence shall, at such owner's sole cost and expense, repair such owner's residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

6.2 If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three months after the damage occurs, and shall be completed within six months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

#### **ARTICLE VII - MODIFICATIONS TO PROTECT MARKETABILITY**

7.1 In the event declarant determines any of the provisions of this declaration materially adversely affects the ability of owners to obtain financing from institutions that otherwise customarily make loans to finance the construction or purchase of any improvement on the subdivision, declarant may file an amendment to this declaration to remove such adverse affects.

#### **ARTICLE VIII - APPROVAL OF PLANS**

8.1 Declarant, its successors and assigns, is hereby established as the Architectural Control Committee to which detailed drawings, plans and specifications (the "Plans") for structures and other improvements (including but not limited to basements, swimming pools, tennis courts, fences, walls, bridges, dams, driveways, hedges and other enclosures, and satellite dishes and similar devices) and the name, address and phone number of the proposed contractor to execute the work must be submitted for examination and approval before any erection or improvement shall be made upon any residential lot and before addition, changes or alterations may be made to any structure or other improvement then situated on a residential lot. The Plans shall show the size, location, type, architectural design, quality, use, material construction, color scheme and grading plan for the residential lot and the finished grade elevation thereof and shall be prepared by a competent architect or draftsman. The Plans must be furnished to the

Architectural Control Committee in sufficient numbers so that the Architectural Control Committee may retain a true copy thereof for retention with its records. Declarant hereby expressly reserves to itself, and to its successors and assigns, the right and privilege of assigning or relinquishing its said right and duties as the Architectural Control Committee from time to time and for such periods of time and purposes as it may desire. Such assignment or relinquishment will become effective from and after the time a written instrument evidencing the fact of such assignment or relinquishment, signed by the Declarant or by its successors and assigns, is filed for record with the Recorder of Erie County, Ohio.

8.2 In requiring submission of the Plans and identity of contractor as herein set forth, Declarant contemplates the development of the subdivision as an architecturally harmonious and desirable residential subdivision. In approving or withholding its approval of any Plans or contractor so submitted, the Architectural Control Committee may consider the appropriateness of the contemplated improvement in relation to improvements on contiguous or adjacent residential lots, its artistic and architectural merits, its adaptability to the residential lot on which it is proposed to be constructed, the experience and reputation of the contractor, and such other matters as may be deemed to be in the interest and benefit of the owners of residential lots in the subdivision as a whole.

8.3 Any determination made by the Architectural Control Committee, in good faith, shall be binding on all parties in interest.

8.4 The Architectural Control Committee shall have the sole and exclusive right to establish grades, slopes and elevations of residential lots and to fix the grade and elevation at which any structure or residence dwelling shall hereafter be erected or placed thereon, so that the same may conform to a general plan for the development and use of the subdivision.

8.5 Before construction or remodelling begins, in addition to approval by the Architectural Control Committee, the work must be approved by the building department of the City of Huron, and, if applicable, the Ohio Department of Natural Resources, Office of Coastal Management.



8.6 In all instances where Plans are submitted to and approved by the Architectural Control Committee, if, subsequent to receiving such approval, there shall be any variance from the approved Plans in the actual construction or location of the improvement without the written consent of the Architectural Control Committee, such variance shall be deemed a violation of the Declaration.

#### **ARTICLE IX - GENERAL PROVISIONS**

9.1. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event any court of competent jurisdiction finds a lot owner to have violated these covenants, condition and restrictions, the court may in addition to any other remedy order the offender to pay the reasonable attorney fees and expenses of the party bringing the action against the offender.

9.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

9.3. Amendments. Unless otherwise provided herein, covenants and restrictions of this declaration may be amended by recording an instrument executed and acknowledged by not less than the owners of twelve (12) subdivision lots.

9.4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Project Site or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

9.5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member

thereof for a period of fifty years from the date hereof, and thereafter shall continue automatically in effect for additional periods of twenty years, unless otherwise agreed to in writing by the then owners of at least three-quarters of the lots.

9.6 Each grantee of Declarant, by acceptance of a deed of conveyance, accepts the same subject to rules, regulations, conditions, covenants, reservations, easements, and the jurisdiction, rights and powers of Declarant and the Association and its trustees, as the case may be, created or reserved by this Declaration or by the Plat of Subdivision of Turtle Bay Subdivision, and the same shall run with the land and bind every owner of any interest therein, and inure to the benefit of such owner, in like manner as if the provision of the Declaration were recited and stipulated in each and every deed of conveyance.

Executed the 11<sup>th</sup> day of October, 2004.

In the presence of:

Turtle Bay Limited Partnership, by and through its sole General Partner Lake Shore Ltd., by:

Richard Blitzer

Gregory L. Hill  
Gregory L. Hill, its Managing Member

Alicia Hollinger

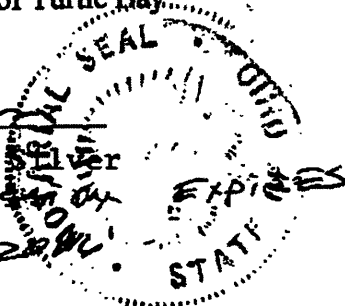
State of Ohio, ERIE County, SS:

The foregoing instrument was acknowledged before me 10/10/04, 2004, by Gregory L. Hill, as Managing Member of Lake Shore Ltd., sole General Partner of Turtle Bay Limited Partnership, on behalf of said Turtle Bay Limited Partnership.

James T. Silver  
Notary Public James T. Silver

This Instrument prepared by Ronald J. Mayle, Attorney

MY COMMISSION  
MAY 22, 2004



**Legal Description Common Area  
(Revised Oct. 13, 2004)**

**Being a parcel of land located in part of original Lots 33 and 34, Section 1, Huron Township, City of Huron, Erie County, Ohio and being more particularly described as follows;**

**Beginning at a P.K. nail on the centerline of Cleveland Road West where the same intersects the southerly continuation of the easterly line of B. E. Taylor's Subdivision, as recorded in Plat Book 6, Page 6 of the Erie County Plat Records.**

- 1. Thence North 00° 00' 00" West along the southerly continuation of, and the easterly line of said B. E. Taylor's Subdivision, a distance of 73.76 feet to a point;**
- 2. Thence South 48° 13' 00" East parallel with the centerline of Cleveland Road West, a distance of 236.98 feet to a point;**
- 3. Thence northeasterly along an arc of a curve to the right having a central angle of 35° 11' 42", a radius of 106.75 feet, a chord of 64.54 feet, bearing North 77° 28' 38" East, an arc distance of 65.57 feet to a point;**
- 4. Thence South 81° 06' 46" East, a distance of 10.00 feet to a point;**
- 5. Thence northeasterly along an arc of a curve to the left having a central angle of 61° 56' 14", a radius of 50.00 feet, a chord of 51.46 feet, bearing North 67° 55' 07" East, an arc distance of 54.05 feet to a point;**
- 6. Thence North 36° 57' 00" East, a distance of 215.08 feet to a point;**
- 7. Thence northerly along an arc of a curve to the left having a central angle of 87° 22' 00", a radius of 25.00 feet, a chord of 34.53 feet, bearing North 06° 44' 00" West, an arc distance of 38.12 feet to a point;**
- 8. Thence North 50° 25' 00" West, a distance of 170.45 feet to a point;**
- 9. Thence westerly along an arc of a curve to the left, having a central angle of 39° 45' 16", a radius of 76.00 feet, a chord of 51.68 feet, bearing North 70° 17' 38" West, an arc distance of 52.73 feet to a point;**
- 10. Thence South 89° 49' 44" West, a distance of 132.50 feet to a point;**
- 11. Thence South 44° 49' 44" West, a distance of 35.36 feet to a point;**
- 12. Thence South 89° 49' 44" West, a distance of 15.00 feet to a point;**
- 13. Thence North 45° 10' 16" West, a distance of 35.36 feet to a point;**

14. Thence South 89° 49' 44" West, a distance of 45.00 feet to a point on the easterly line of lands now or formerly owned by Ara Lou Waldock, Trustee, as recorded in RN 200008101 of the Erie County Deed Records;
15. Thence North 00° 00' 00" West along the easterly line of said Waldock's land, a distance of 24.00 feet to a point;
16. Thence North 89° 49' 44" East, a distance of 242.43 feet to a point;
17. Thence easterly along an arc of a curve to the right having a central angle of 39° 45' 16", a radius of 100.00 feet, a chord of 68.00 feet, being South 70° 17' 38" East, an arc distance of 69.38 feet to a point;
18. Thence South 50° 25' 00" East, a distance of 240.97 feet to a point;
19. Thence North 64° 53' 11" East, a distance of 25.60 feet to a point;
20. Thence North 29° 38' 12" East, a distance of 179.56 feet to a point;
21. Thence North 50° 25' 00" West, a distance of 365.25 feet to a point;
22. Thence South 39° 35' 00" West, a distance of 10.00 feet to a point;
23. Thence North 50° 25' 00" West, a distance of 108.00 feet to a point;
24. Thence South 49° 18' 23" West, a distance of 156.53 feet to a point;
25. Thence North 90° 00' 00" West, a distance of 114.35 feet to point on the easterly line of lands now or formerly owned by Ara Lou Waldock, Trustee, as recorded in RN 200008101 of the Erie County Deed Records;
26. Thence North 00° 00' 00" West along the easterly line of said Waldock's land and the easterly line of B. E. Taylor's Subdivision, as recorded in Plat Book 6, Page 6 of the Erie County Plat Records, a distance of 183.73 feet to a point at the most southerly corner of lands now or formerly owned by Jason C. and Amy S. Cobleigh, as recorded in RN 200213608 of the Erie County Deed Records;
27. Thence North 89° 01' 27" East along the southerly line of said Cobleigh's land, a distance of 27.11 feet to a point;
28. Thence North 78° 27' 48" East continuing along the southerly line of said Cobleigh's land, a distance of 29.67 feet to a point;
29. Thence South 84° 15' 03" East continuing along the southerly line of said Cobleigh's land and the southerly line of lands now or formerly owned by Richard and Sue E. Herman, as recorded in RN 200104831 of the Erie County Deed Records, a distance of 66.13 feet to a point;

30. Thence South 59° 44' 41" East along a southwesterly line of said Herman's land, a distance of 27.50 feet to a point;
  31. Thence North 54° 30' 12" East along a southeasterly line of said Herman's and, a distance of 41.08 feet to a point;
  32. Thence South 66° 24' 31" East along a southwesterly line of said Herman's land, a distance of 86.42 feet to a point at the most southerly corner of lands now or formerly owned by Richard and Sue E. Herman as recorded in Volume 526, Page 985 of the Erie County Deed Records;
  33. Thence North 40° 05' 01" East along the southeasterly line of said Herman's land, a distance of 36.90 feet to the approximate shore line of Lake Erie as found in October, 1994;
- Thence along the approximate shore line of Lake Erie as found in October, 1994 for the following six (6) courses;
34. Thence South 20° 39' 24" East, a distance of 25.47 feet to a point;
  35. Thence South 40° 07' 52" East, a distance of 101.33 feet to a point;
  36. Thence South 48° 25' 40" East, a distance of 89.60 feet to a point;
  37. Thence South 46° 24' 24" East, a distance of 98.65 feet to a point;
  38. Thence South 50° 46' 23" East, a distance of 103.90 feet to a point;
  39. Thence South 51° 58' 29" East, a distance of 77.57 feet to a point at the most northerly corner of the Second Amendment to Turtle Bay Condominium, Building 100, as recorded in RN 200110575 of the Erie County Deed Records;
  40. Thence South 29° 38' 12" West along the northwesterly line of said Second Amendment and a northwesterly line of Turtle Bay Condominium, Building 100, as recorded in Plat Volume 40, Page 81 of the Erie County Plat Records, a distance of 247.00 feet to point;
  41. Thence South 60° 21' 48" East along a southwesterly line of said Turtle Bay Condominium, Building 100, a distance of 79.64 feet to a point;
  42. Thence South 36° 57' 00" West along a northwesterly line of said Turtle Bay Condominium. Building 100, a distance of 62.24 feet to a point at the most easterly corner of the First Amendment to Turtle Bay Condominium, Building 100, as recorded in Volume 42, Page 14 of the Erie County Plat Records;



43. Thence North  $60^{\circ} 21' 48''$  West along the northeasterly line of said First Amendment, a distance of 20.40 feet to a point;
44. Thence North  $36^{\circ} 57' 00''$  East, a distance of 12.61 feet to a point;
45. Thence North  $53^{\circ} 03' 00''$  West, a distance of 99.22 feet to a point;
46. Thence South  $37^{\circ} 37' 51''$  West, a distance of 244.12 feet to a point;
47. Thence southwesterly along an arc of a curve to the left having a central angle of  $40^{\circ} 32' 39''$ , a radius of 75.00 feet, a chord of 51.97 feet, bearing South  $17^{\circ} 21' 32''$  West, an arc distance of 53.07 feet to a point;
48. Thence southwesterly along an arc of a curve to the right having a central angle of  $28^{\circ} 34' 08''$ , a radius of 90.00 feet, a chord of 44.41 feet, bearing South  $11^{\circ} 22' 16''$  West, an arc distance of 44.88 feet to a point;
49. Thence South  $48^{\circ} 13' 00''$  East, a distance of 105.03 feet to a point on the northwesterly line of lands now or formerly owned by Bruce W. Eaken, Jr. and Janet E. Narton, Trustees, as recorded in Official Records Volume 88, Page 853 of the Erie County Deed Records;
50. Thence South  $36^{\circ} 57' 00''$  West along the northwesterly line of said Eaken and Narton lands, a distance of 55.20 feet to a mag nail set on the centerline of Cleveland Road West;
51. Thence North  $48^{\circ} 13' 00''$  West along the centerline of Cleveland Road West, a distance of 440.61 feet to the place of beginning and containing 2.9255 acres of land.

Bearing are assumed and used to indicate angles only.

**Legal Description Perimeter**

Being a parcel of land located in part of Original Lots 33 and 34, Section 1, Huron Township, City of Huron, Erie County, Ohio and being more particularly described as follows;

Beginning at a P.K. nail on the centerline of Cleveland Road West where the same intersects the southerly continuation of the easterly line of B. E. Taylor's Subdivision, as recorded in Plat Book 6, Page 6 of the Erie County Plat Records.

1. Thence North 00° 00' 00" West along the southerly continuation of, and the easterly line of said B. E. Taylor's Subdivision, a distance of 669.83 feet to the most southerly corner of lands now or formerly owned by Jason C. and Amy S. Cobleigh, as recorded in RN 200213608 of the Erie County Deed Records;
2. Thence North 89° 01' 27" East along the southerly line of said Cobleigh's land, a distance of 27.11 feet to a point;
3. Thence North 78° 27' 48" East continuing along the southerly line of said Cobleigh's land, a distance of 29.67 feet to a point;
4. Thence South 84° 15' 03" East continuing along the southerly line of said Cobleigh's land and the southerly line of lands now or formerly owned by Richard and Sue E. Herman, as recorded in RN 200104831 of the Erie County Deed Records, a distance of 66.13 feet to a point;
5. Thence South 59° 44' 41" East along a southwesterly line of said Herman's land, a distance of 27.50 feet to a point;
6. Thence North 54° 30' 12" East along a southeasterly line of said Herman's land, a distance of 41.08 feet to a point;
7. Thence South 66° 24' 31" East along a southwesterly line of said Herman's land, a distance of 86.42 feet to a point at the most southerly corner of lands now or formerly owned by Richard and Sue E. Herman, as recorded in Volume 526, Page 985 of the Erie County Deed Records;
8. Thence North 40° 05' 01" East along the southeasterly line of said Herman's land, a distance of 36.90 feet to the approximate shore line of Lake Erie as found in October, 1994;

Thence along the approximate shore line of Lake Erie as found in October, 1994 for the following six (6) courses;

9. Thence South 20° 39' 24" East, a distance of 25.47 feet to a point;
10. Thence South 40° 07' 52" East, a distance of 101.33 feet to a point;
11. Thence South 48° 25' 40" East, a distance of 89.60 feet to a point;
12. Thence South 46° 24' 24" East, a distance of 98.65 feet to a point;
13. Thence South 50° 46' 23" East, a distance of 103.90 feet to a point;
14. Thence South 51° 58' 29" East, a distance of 77.57 feet to a point at the most northerly corner of the Second Amendment to Turtle Bay Condominium, Building 100, as recorded in RN 200110575 of the Erie County Deed Records;

15. Thence South 29° 38' 12" West along the northwesterly line of said Second Amendment and a northwesterly line of Turtle Bay Condominium, Building 100, as recorded in Plat Volume 40, Page 81 of the Erie County Plat Records, a distance of 247.00 feet to point;
16. Thence South 60° 21' 48" East along a southwesterly line of said Turtle Bay Condominium, Building 100, a distance of 79.64 feet to a point;
17. Thence South 36° 57' 00" West along a northwesterly line of said Turtle Bay Condominium, Building 100, a distance of 62.24 feet to a point at the most easterly corner of the First Amendment to Turtle Bay Condominium, Building 100, as recorded in Volume 42, Page 14 of the Erie County Plat Records;
18. Thence North 60° 21' 48" West along the northeasterly line of said First Amendment, a distance of 20.40 feet to a point;
19. Thence South 36° 57' 00" West along the northwesterly line of said First Amendment, a distance of 46.93 feet to a point;
20. Thence South 48° 13' 00" East along the southwesterly line of said First Amendment, a distance of 20.31 to a point at the most southerly corner of said First Amendment;
21. Thence South 36° 57' 00" West continuing along northwesterly line of said Turtle Bay Condominium, Building 100, a distance of 34.31 feet to a point at the most westerly corner of said Turtle Bay Condominium, Building 100;
22. Thence South 48° 13' 00" East along the southwesterly line of said Turtle Bay Condominium, Building 100, a distance of 18.97 feet to a point at the most northerly corner of lands now or formerly owned by Bruce W. Eaken, Jr. and Janet E. Narton, Trustees, as recorded in Official Records Volume 88, Page 853 of the Erie County Deed Records;
23. Thence South 36° 57' 00" West along the northwesterly line of said Eaken and Narton lands, a distance of 300.00 feet a mag nail set on the centerline of Cleveland Road West, a the most westerly corner of said Eaken and Narton lands;
24. Thence North 48° 13' 00" West along the centerline of Cleveland Road West, a distance of 440.61 feet to the principal place of beginning and containing 9.5280 acres of land, but subject to all legal highways, easements and restrictions of record.

Bearings are assumed and used to indicate angles only.

[illegible]









**TO:** Chairman Boyle and Members of the Planning Commission and Design Review Board  
**FROM:** Christine Gibboney, Administrative Assistant  
**RE:** 525 Cleveland Road West- (Unit 509 Cleveland Rd, Unit B- BCC Services)  
**DATE:** December 18, 2024

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**Current Zoning District: B-3**

**Parcel No.: 42-00407.000**

**Existing Land Use: Commercial, Vacant Retail Space**

**Traffic Considerations : Port Huron Plaza**

**Project Description-Design Review- Commercial Wall Sign Panel Insert**

The applicant is proposing a wall sign for a new business in the Port Huron Plaza. As proposed, the 12.5' x 2' wall sign panel will be inserted into the existing sign frame. The existing frame is internally illuminated.

**Staff Analysis/Recommendation:**

The applicant is opening a new business in the Port Huron Plaza, BCC Services which provides Counseling Services. The applicant wishes to keep the sign purposely minimal and are proposing vinyl lettering on the existing panel in the frame. The applicant has advised the panel is internally illuminated. The 25sf wall signage panel will remain a white background with simple black vinyl lettering that will be 15" in height.

The size of the wall size is well within the signage maximum of 50sf, pursuant to 1129.04, which does refer to the Maximum Number of Signs Permitted as being "Based on Eligible Frontage", however, there is no language that speaks to the calculation of the frontage.

**Applicable Code Sections:** Chapter 1129- Signage

1129.04 Appendix A Maximum Signage Area - B-3 District- 50sf.

Staff supports the request for the new wall sign panel inserted into the existing frame, as proposed.

Attachments:

- Application, Existing Sign Panel, Design Elevations

# Planning Commission (PC)

## Commercial Site Plan Application/Design Approval- Exterior/Design-Signage Only

DATE: 12/2/24

### Property Owner

Name: Plaza Huron LLC

Address: 525 Cleveland Road West, Huron OH 44839

Phone: 419-433-8058

Email: huronmarket@aol.com

### Applicant

Name: Shantanu Bechtel

Company/Business Name: Bechtel Counseling and Consulting LLC

Mailing Address: 509 Cleveland Road West, Unit B, Huron OH 44839

Phone: 419-366-6116

Email: bcc.cc921@gmail.com

### Location and Description of Project @ applicant address

Address: 525 Cleveland Rd. West Huron OH 44839 County Parcel #: 42-00407.000

Existing Use: empty space

Acreage/Area of Site: \_\_\_\_\_

Proposed Use: Counseling office

Lot # (if applicable): \_\_\_\_\_

Estimated Value of Project: \$100-500

Total SF: 400 (inside)

☐

New Construction

☐

Demolition

☐

Addition to Existing Structure

☐

Other: \_\_\_\_\_

### ZONING & FLOOD ZONE DISTRICTS

Zoning District: B-3 (R-1 R-1A R-2 R-3 B-1 B-2 B-3 I-1 I-2 P-1 MU)

Flood Zone: \_\_\_\_\_ (A AE AO AH X-SHADED X)

### Description of Project:

There is already a blank white sign above my  
space. I will add black lettering that says  
BCC Services.

I will also put white lettering of BCC Services  
on entrance door.



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**SECTION 1. SITE DEVELOPMENT PLAN APPROVAL (SECTION 1139.01)** \*The application fee of \$150.00 and a complete site development plan with the following information included:

**A. SITE PLAN & SCALED DRAWINGS**

- Legal Survey or Plat Map
- Dimensions of the Lot & Property Lines
- Size and Location of the Existing Structure (if applicable)
- Size and Location of the Proposed Structure
- Front, Rear, and Side Setbacks of Existing Structure (if applicable)
- Front, Rear, and Side Setbacks of Proposed Structure
- Height of the Proposed Structure
- Existing and proposed land uses and the location of existing & proposed buildings and other accessory structures on the site.
- Location of vehicular ingress & egress, parking spaces (both existing & proposed) and the dimensions of same. \*Refer to code for parking requirements.
- Extent and type of parking lot and driveway paving.
- Location and dimensions of all pedestrian ways and/or sidewalks.
- Location and size of all existing and proposed utilities
- Complete building elevations and signage including color renderings of same
- Lighting plan for the site including style and intensity of all parking lot and building mounted lighting. (Design Review)
- Landscape Plan. \*Refer to code for requirements. (Design Review)
- The plan and method of disposing of all surface water from the development area; drainage plan shall be in accordance with Section 1115.03.

**B. WRITTEN STATEMENT**

- A legal description of the site and state of the present ownership of all the land included within the site development area.
- A statement of ownership (names & addresses) and the present use of all properties within 150' of the exterior boundaries of the subject development site.
- A general indication of the expected schedules and/or phases of development.

**SECTION 2. STORMWATER/DRAINAGE/GRADING PLANS/SWPPP**

**DEVELOPEMENT PROJECTS DISTURBING LESS THAN 1 ACRE**

Development Sites Under One (1) Acre in Size: Individual development sites that are larger than 8,000 square feet and smaller than one (1) acre (43,560 square feet) in total size of disturbed area, can submit abbreviated soil erosion and sediment control plans with the topography plan for the requested permit(s). Refer to Chapters 1315, 1317 of City Ordinances for complete plan information required.

**DEVELOPMENT PROJECTS DISTURBING 1 OR MORE ACRES**

The City Engineer and Erie Conservation will determine the deposit amount required for applicable plan reviews. Approval of the plans from the City Engineer and Erie Conservation are required before Zoning and/or Building Permits can be issued. Refer to Chapters 1115, 1117, 1313, 1315 for required plan details.

### SECTION 3. DESIGN APPROVAL (EXTERIOR, LANDSCAPING, LIGHTING, SIGNAGE) \*

The application fee of \$150.00 and complete plans to include the following information must be included with this application and provided in a PDF format.

- \_\_\_ Photographs of Existing Conditions
- \_\_\_ Elevations of Proposed Modifications
- \_\_\_ Paint or Color Samples
- \_\_\_ Exterior Building Material Samples
- \_\_\_ Landscape Plan
- \_\_\_ Exterior Lighting Plan
- \_\_\_ Commercial Signage- Site Plan, Colored Elevations, Description of sign materials, Illumination specifications. Complete the table below:

Sign Type				Dimensions			
Sign #1:	<input type="checkbox"/> Wall	<input type="checkbox"/> Window	Other:	Height	Width	Display Area	Height(if ground)
	<input type="checkbox"/> Ground	<input type="checkbox"/> Changeable Copy		X	=	sq. ft.	ft.
Sign Type				Dimensions			
Sign #2:	<input type="checkbox"/> Wall	<input type="checkbox"/> Window	Other:	Height	Width	Display Area	Height(if ground)
	<input type="checkbox"/> Ground	<input type="checkbox"/> Changeable Copy		X	=	sq. ft.	ft.
Sign Type (circle)				Dimensions			
Sign #3:	<input type="checkbox"/> Wall	<input type="checkbox"/> Window	Other:	Height	Width	Display Area	Height(if ground)
	<input type="checkbox"/> Ground	<input type="checkbox"/> Changeable Copy		X	=	sq. ft.	ft.
Sign Type (circle)				Dimensions			
Sign #4:	<input type="checkbox"/> Wall	<input type="checkbox"/> Window	Other:	Height	Width	Display Area	Height(if ground)
	<input type="checkbox"/> Ground	<input type="checkbox"/> Changeable Copy		X	=	sq. ft.	ft.



**SECTION 4. DESIGN APPROVAL (COMMERCIAL SIGNAGE ONLY)** \* The application fee of \$50.00 and complete plans to include the following information must be included with this application and provided in a PDF format.

\_\_\_ Signage Site Plan with all setback dimensions

\_\_\_ Rendering(s) of all signs with detail of dimensions, construction materials, graphics, illumination

Sign Type (circle)				Dimensions			
Sign #1:	<input checked="" type="checkbox"/> Wall	<input type="checkbox"/> Window	Other: <i>above office w/ existing sign</i>	Height <i>24</i>	Width <i>150</i>	Display Area <i>= 25</i> sq. ft.	Height (if ground) ft.
	<input type="checkbox"/> Ground	<input type="checkbox"/> Changeable Copy					
Sign #2:	<input type="checkbox"/> Wall	<input type="checkbox"/> Window	Other:	Height	Width	Display Area	Height (if ground)
	<input type="checkbox"/> Ground	<input type="checkbox"/> Changeable Copy		X	=	sq. ft.	ft.
Sign #3:	<input type="checkbox"/> Wall	<input type="checkbox"/> Window	Other:	Height	Width	Display Area	Height (if ground)
	<input type="checkbox"/> Ground	<input type="checkbox"/> Changeable Copy		X	=	sq. ft.	ft.
Sign #4:	<input type="checkbox"/> Wall	<input type="checkbox"/> Window	Other:	Height	Width	Display Area	Height (if ground)
	<input type="checkbox"/> Ground	<input type="checkbox"/> Changeable Copy		X	=	sq. ft.	ft.

**PLEASE NOTE:** Upon approval from the Planning Commission, your project may require Engineering Plan review and Storm Water/Erosion Control Plan review, associated fees will apply. Zoning and/or Building Permits may be required, associated permit fees will apply. All Contractors on your project must be registered with the City. Contact the Planning and Zoning Department with any questions: 419-433-5000 ext. 1302 OR 1303.

**APPROVAL FROM THIS BOARD WILL EXPIRE 1 YEAR FROM THE DATE OF ISSUANCE.**

*SB*

I hereby certify that I am the owner of record of the named property or that the proposed work is authorized by the owner of record and/or I have been authorized to make this application as an authorized agent, and we agree to conform to all applicable laws, regulations, and ordinances. All information contained within this application and supplemental materials is true and accurate to the best of my knowledge and belief.

Applicant Signature: *Samantha Beckwith* Date: *12/2/24*

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Departmental Use Only:**

Date of Submission: *12/2/24* Application Fee: \_\_\_\_\_ PC Meeting Date: \_\_\_\_\_





[Blank sign above entrance]

OPEN

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& BODY  
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OPEN

509B

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PARKING  
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# BCC SERVICES

Sign Height 24 inches, Sign Length 150 inches, letters approximately 15 inches