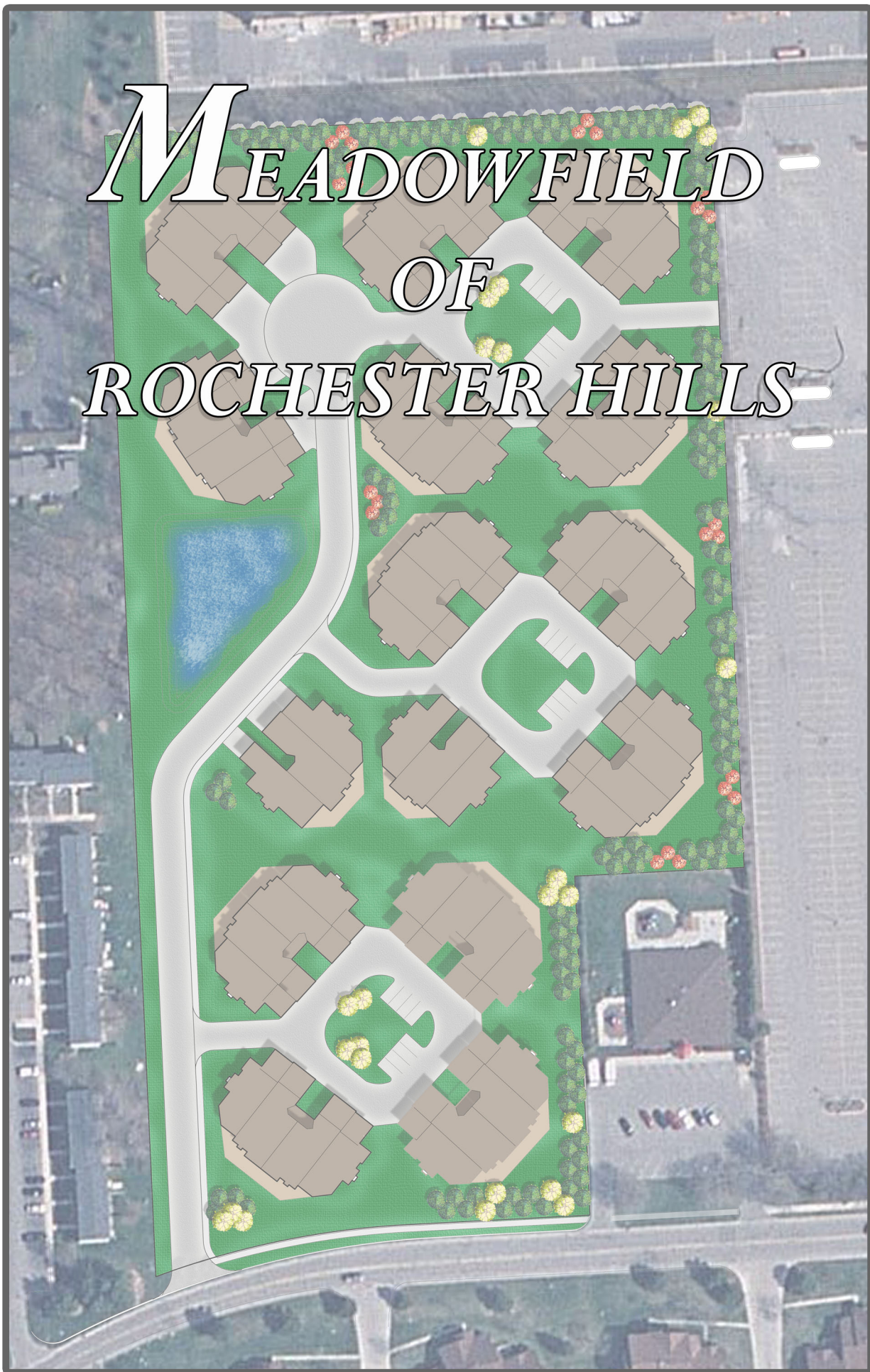


MEADOWFIELD OF ROCHESTER HILLS



**PLANNED UNIT DEVELOPMENT AGREEMENT
BETWEEN ANTHONY F. LOMBARDO AND
THE CITY OF ROCHESTER HILLS**

This Planned Unit Development Agreement (“**Agreement**”) is made this ___ day of _____, 2005, by and between **Anthony F. Lombardo**, not individually but on behalf of an entity to be designated by him, and without personal liability whatsoever (“**Lombardo**”), whose address is 6303 26 Mile Road, Washington, Michigan 48094 and the **City of Rochester Hills**, a Michigan municipal corporation (“**City**”) whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.

RECITALS

A. Lombardo is one of the principals of the member companies of Lombardo Companies, which have been developing and constructing high quality, enhanced value residential subdivisions, residential homes, and condominiums for more than 40 years in the metropolitan Detroit area.

B. The City owns certain real property located in Section 22 of the City of Rochester Hills, County of Oakland, State of Michigan, legally described on attached Exhibit A and identified by Tax Parcel Identification Number 70-15-22-226-016 (“**Meadowfield Drive Property**”), which property is surrounded by property uses such as a child care center, apartments, condominiums, and a shopping center.

C. The City also owns approximately 25 acres of undeveloped land off of Adams Road in Section 8 referred to as “Eugene S. Nowicki Park” (“**Nowicki Park**”), which the City wishes to expand.

D. In late 2004, Lombardo approached City officials about possibly exchanging certain real property that Lombardo was in a position to acquire located in Section 8 adjacent to Nowicki Park, legally described on attached Exhibit B and which is identified by Tax Parcel Identification Numbers 70-15-08-100-007 and 70-15-08-100-006 (collectively referred to as “**Adams Road Property**”) for the Meadowfield Drive Property, so that the City could expand Nowicki Park and Lombardo could develop a ranch style condominium development on the Meadowfield Drive Property comprised of high quality, high value condominium units that would be affordable and desirable for citizens to own and occupy within the City.

E. Following discussions with City officials, the City and Lombardo reached an agreement to exchange the Meadowfield Drive Property for the Adams Road Property which was incorporated into a written exchange agreement (“**Exchange Agreement**”), which the City Council approved on April 6, 2005, and the Mayor executed on April 25, 2005 on behalf of the City.

F. Under the terms of the Exchange Agreement, the City would obtain ownership of the Adams Road Property along with the sum of Three Hundred Seventy Five Thousand dollars (\$375,000.00) from Lombardo in exchange for the City conveying the Meadowfield Drive Property to Lombardo.

G. After the exchange set forth in the Exchange Agreement is consummated, the City could expand Nowicki Park and Lombardo will be able to develop a high quality ranch style residential condominium development (“**Meadowfield Development**”) that will help meet a housing need within the City.

H. On May 13, 2005, Lombardo submitted to the City preliminary site plan and elevations for the Meadowfield Development attached as Exhibit C, (“**Preliminary Plans**”) that the City reviewed and found to be generally acceptable, subject to final review and approval as part of the site plan review process.

I. The City has adopted a master land use plan (“**Master Plan**”) to guide the future development and redevelopment of property within the City, which includes, among other things, goals relating to meeting the future housing and recreation needs of the residents of the City.

J. The Master Plan recommends, among other goals, that the City encourage the development of a diverse range of housing to meet different demographic populations within the City, as well as acquire and develop additional parkland within the northwest quadrant of the City where the Adams Road Property is located.

K. Lombardo and the City believe that the exchange of the Meadowfield Drive Property for the Adams Road Property will be mutually beneficial to the City, Lombardo, and the citizens of the City.

L. Lombardo’s proposed development of the Meadowfield Drive Property with ranch style condominiums does not strictly comply with the restrictive uses permitted by the Zoning Ordinance with respect to properties zoned “Special Purpose” under the City of Rochester Hills Zoning Ordinance (“**Zoning Ordinance**”), making this development eligible to be reviewed and approved as a planned unit development (“**PUD**”) under the Planned Unit Development provisions of the Zoning Ordinance, proposed amended Sections 138-1001, *et. seq.*, of the Code of Ordinances of the City (referred to as the “**New PUD Ordinance**”), a copy of which is attached as Exhibit D.

M. The Exchange Agreement acknowledges that Lombardo will design and develop the Meadowfield Development as a PUD approved by the City Zoning Ordinance.

N. As requested by the City, Lombardo has prepared the Preliminary Plans to meet the requirements of the New PUD Ordinance and other applicable City Code and Ordinances standards, which revised plans are attached as Exhibit E (“**Final PUD Plan**”).

O. This Agreement and the Final PUD Plan comprise a PUD that satisfies the qualifying conditions of the New PUD Ordinance by (i) providing an innovative design of ranch style condominium housing within the community, (ii) developing a vacant parcel of property currently surrounded by developed apartments, condominiums, commercial buildings and uses, and a shopping center, (iii) achieving economy and efficiency in the use of land in developing a high quality, compact residential development within walking distance of these developed commercial uses, and (iv) by meeting the housing needs of a particular segment of the citizens of the City, specifically empty nesters and senior citizens, who will be ideal prospective purchasers of the ranch style condominium units in the Meadowfield Development, fulfilling in part, one of the continuing goals of the City Master Plan.

P. By consummating the Exchange Agreement transaction, the City will acquire the Adams Road Property, facilitating the expansion of parkland within the northwest quadrant, thereby fulfilling in part another of the continuing objectives of the City Master Plan.

Q. The PUD has undergone preliminary review by the Rochester Hills Planning Commission (“**Planning Commission**”) and City Council.

R. The Planning Commission, after giving proper notice, held a public hearing on _____, 2005, at which the Final PUD Plan and this Agreement were considered, and comments and recommendations of the public were received and heard.

S. The City Council, at a meeting duly held on _____, 2005, adopted a resolution approving the Final PUD Plan and this Agreement.

T. The PUD Ordinance requires the execution and recording of this Agreement in connection with the final approval of the PUD, setting forth the conditions upon which such approval is based.

U. The City desires to ensure that the Meadowfield Drive Property is developed and used in accordance with the approved Final PUD Plan and all applicable laws and regulations.

NOW THEREFORE, Lombardo and the City, in consideration of the mutual covenants, promises, and conditions described in this PUD Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the PUD, agree as follows:

1. **Incorporation of Recitals.** The parties acknowledge and represent that the foregoing recitals are true and accurate and binding upon the parties, and are incorporated into this Agreement.

2. **PUD Approval.**

a. The parties acknowledge and agree that the development of the Meadowfield Development has been granted final PUD approval by the City Council in accordance with the New PUD Ordinance, subject to the terms of this Agreement and final site plan review required by the Zoning Ordinance. Approval of the PUD includes approval of the Final PUD Plan and this Agreement and all Exhibits attached to this Agreement, which take precedence over and supersede any and all prior reports, agreements, plans and other submissions to and/or approvals by the City relative to the Meadowfield Development.

b. Lombardo's rights to develop the Meadowfield Drive Property as provided for in this Agreement and the Exhibits attached to this Agreement are fully vested upon the City's execution of this Agreement, subject only to Lombardo obtaining site plan approval from the Planning Commission. In the event that any part of this Agreement or the Final PUD Plan is inconsistent in any way with the City Code of Ordinances in existence as of the date of this Agreement (which for these purposes includes the New PUD Ordinance attached as Exhibit D) or any City Ordinance that is enacted at any future time, then this Agreement and the Final PUD Plan shall control. Notwithstanding the foregoing to the contrary, Lombardo shall have no obligation to further develop all or any portion of the Meadowfield Drive Property.

3. **Zoning.**

a. The parties acknowledge that the Meadowfield Drive Property is zoned "Special Purpose" pursuant to Section 138-931 *et. seq.* of the City's Zoning Ordinance, and that the use of the Meadowfield Drive Property by Lombardo for development of the Meadowfield Development of ranch style condominium units in close proximity to shopping, banking and other commercial services meets the spirit if not the literal requirements of the Special Purpose zoning classification by providing housing that will in all likelihood be attractive to empty nesters and senior citizens, which uses are similar to the permitted conditional use of housing for the elderly allowed Section 138-933(2) of the Zoning Ordinance.

b. The City grants conditional land use approval for the development of the Meadowfield Development generally in accordance with the Final PUD Plan for the one story condominium development comprised of no more than 15 buildings and 58 units, without any other use approval by the City being required. The parties further agree that development of the Meadowfield Development generally in accordance with the Final PUD Plan is permitted by the City, without any further review, recommendation and/or approval of the Planning Commission, City Council or any other person, board, committee or department of the City, except for final site plan review and approval by the Planning Commission. It has also been conclusively determined by the City that the development of the Meadowfield Development generally in accordance with the Final PUD Plan provides adequate protection to the neighborhood and to abutting properties.

c. No subsequent zoning or other action by the City shall impair the rights of Lombardo hereunder, and any further development of the Meadowfield Drive Property by Lombardo generally consistent with the Final PUD Plan that does not increase the density of the Meadowfield Drive Property shall be deemed to be a lawful, conforming use.

4. **Development Sequence.** The parties agree and acknowledge that the Final PUD Plan represents the current intent of Lombardo to develop the Meadowfield Drive Property, with the knowledge and market condition information possessed by Lombardo as of the present date. The parties acknowledge that housing market conditions may change over time, which could cause Lombardo to change his plans and or timing with respect to the development of the Meadowfield Development. The parties further acknowledge that the buildings and improvements as shown on the Final PUD Plan may be constructed, if at all, at different dates in the future, and that Lombardo may elect to develop such improvements in the order and at such times as it determines necessary and appropriate, in his discretion, if at all. Site improvements reasonably necessary or reasonably related to any particular building, including without limitation road improvements, storm drainage facilities, parking lots and/or structures, sidewalks and landscaping, will be made at the time of construction of such particular building, as determined through the site plan process.

5. **Inapplicability of Land Division Requirements.** The City acknowledges that Lombardo intends to develop the Meadowfield Drive Property as a condominium which will not require separate land division approval. The granting of approval of the Final PUD Plan under this Agreement and securing of final site plan approval shall be deemed to satisfy any additional requirements under the Zoning Ordinance or City Code relating to development of condominiums.

6. **General Requirements of the Condominium Development.** Lombardo agrees that the Meadowfield Development will be developed with the following requirements:

- a. The development shall be a residential condominium comprised of one story ranch style residences.
- b. All units shall have a minimum living area of 1410 square feet per unit.
- c.. All units shall have attached 2 car garages.
- d. All units shall have brick on all four sides.
- e. A five foot (5') wide concrete sidewalk shall be installed (i) within the right of way of Meadowfield Drive adjacent to the south property line of the Meadowfield Drive Property, (ii) within the right of way of Meadowfield Drive along the adjacent day care center property, and (iii) on the east side of the private street providing access from Meadowfield Drive into the Meadowfield Drive Property.
- f. There will be a maximum of 15 buildings.
- g. There shall be a maximum of 58 units.
- h. The development shall have a paved private road, with a maintenance agreement approved by the City (either as part of the Master Deed or in a separate document meeting City requirements).

i. All buildings will be located at least thirty feet (30') from any perimeter property line, and at least fifteen feet (15') from any other building where the buildings are corner to corner, and at least twenty four feet (24') where the buildings are face to face.

j. Lombardo shall install landscape screening between the Meadowfield Development and adjacent uses as set forth on the Landscape Screening Plan prepared by Atwell Hicks dated _____ attached as Exhibit F, which includes a twenty foot (20') landscape buffer not required by the Zoning Ordinance between the Meadowfield Development and the B-3 and B-2 commercial uses. City agrees to waive the requirement of Type B screening between the Meadowfield Development and the adjacent RM-1 multi-family development. The twenty foot (20') landscape buffer installed by Lombardo shall be maintained by the condominium development (either as part of the Master Deed or in a separate document meeting City requirements).

k. The development shall comply with the Tree Conservation and Wetland Regulations of the City Code.

l. A storm detention basin meeting City requirements will be installed by Lombardo, and maintained by the condominium development in accordance with maintenance provisions satisfactory to the City (either a part of the Master Deed or in a separate document meeting City requirements).

m. Any identification signage shall comply with applicable City Codes and be maintained by the condominium development (either as part of the Master Deed or in a separate document meeting City requirements).

n. The Master Deed shall contain architectural control standards and building and use restrictions satisfactory to the City, in substantial conformance with those attached as Exhibit G.

o. The length of the dead end cul-de-sac will exceed the City maximum length of six hundred feet (600') by two hundred twenty feet (220').

7. **Setbacks.** The City by this Agreement modifies the minimum setback of fifty feet (50') to thirty feet (30') along the entire perimeter of the Meadowfield Drive Property. Lombardo agrees to maintain a minimum setback between buildings of fifteen feet (15') when the buildings are corner to corner or of twenty four feet (24') when the buildings are face to face.

8. **Landscaping.** Lombardo agrees to install a substantial amount of landscaping within the Meadowfield Development in substantial conformance with the Landscape Plan prepared by Atwell Hicks dated June 10, 2005, attached as Exhibit H. Lombardo and/or the condominium development shall have the right to exceed the landscaping set forth on the attached plan, or substitute comparable landscaping in the event a particular species is not commercially available with obtaining further approval from the City.

9. **Cul-de-sac Length.** The City by this Agreement modifies the maximum cul-de-sac length of a street from six hundred feet (600') to the length of the private street shown on the final PUD, approximately nine hundred feet (900').

10. **Open Space.** The Meadowfield Development has preserved 4.25 acres (or 44% of the site) as open space. Lombardo or the condominium development shall not construct any permanent buildings or structures with the open space area without the prior written permission of the City.

11. **Wetland and Storm Drainage Requirements.**

a. *Wetlands* Lombardo shall comply with any applicable requirements of the City Code or of the Michigan Department of Environmental Quality (“MDEQ”) relating to wetlands.

b. *Storm Detention Basin* Lombardo agrees to construct a storm detention basin in the location approved by the City in accordance with requirements of the City Engineer. Lombardo shall maintain the storm detention basin in compliance with applicable standards until the condominium association is turned over to unit owners, at which time the condominium association shall be responsible for such maintenance. There shall be a maintenance agreement set forth in the Master Deed or in a separate document satisfactory to the City.

c. *Fencing of Storm Detention Basin* If the storm detention basin required for the development cannot be reasonably designed and constructed in the area of the site set aside by Lombardo for such detention basin, with a slope of 1:6 or flatter, Lombardo agrees to install a fence around the storm detention basin in accordance with current City requirements.

12. **Tree Conservation.** Lombardo agrees to comply with the provisions of the City’s Tree Conservation Ordinance, Section 126-261 *et. seq.* of the City Code of Ordinances (“**Tree Conservation Ordinance**”).

13. **Parking.** The City acknowledges that the Final PUD Plan provides parking in excess of the number of parking spaces required by the Zoning Ordinance and City Code.

14. **Minor Modifications.** The Meadowfield Development may be developed over a period of time during which there may arise a need to make minor changes to the Final PUD Plan. Changes to the Final PUD Plan determined by the City Planner to be minor shall be reviewed and approved by City Staff. The following are examples only of minor changes that may be approved by City Staff, and are not an exclusive list: (a) reduction in the footprint or height of any building; (b) an increase in the footprint of any building of no more than fifteen percent (15%) of the size of the building footprint as indicated on the Final PUD Plan, provided that the increase in the footprints of all buildings as shown on the Final PUD Plan are not increased by more than ten percent (10%) in the aggregate; (c) relocations of any building such that the relocation is in the general vicinity of the footprint of such building as shown on the Final PUD Plan; and (d) internal rearrangement of parking areas, roads, sidewalks, storm drainage facilities and other utilities. Any modification sought by Lombardo that exceeds the

authority granted to City Staff in this Section, in the judgment of City Staff, shall be submitted to the Planning Commission for review and approval, with Lombardo having the right to appeal the Planning Commission's determination to City Council.

15. **Site Plan Review.** Site plan review for all improvements to be constructed on the Meadowfield Drive Property or the addition to or modification of any buildings or improvements shall be submitted to the Planning Commission for review pursuant to the normal process set forth in the Zoning Ordinance. Lombardo shall have the right to appeal the Planning Commission's determination to City Council. Any site plan submitted by Lombardo shall comply with all applicable fire department, engineering and floodplain rules, regulations and design standards of the City and shall demonstrate that sufficient storm drainage and sanitary sewer capacity exists. The City and Lombardo agree to work together in good faith with respect to the foregoing requirements so as to both accommodate the policies of the City and implement the intent of the Final PUD Plan and PUD Agreement.

16. **Building Permits.** The procedure for the City to review plans and construction drawings for clearing, grading, utilities, landscaping, building and related approvals and permits requested by Lombardo for the construction of any improvement on the Meadowfield Drive Property, shall be performed as follows:

a. The City shall review and approve construction drawings and plans submitted by Lombardo to the City for review and issue the required land improvement permits, building permits and other permits and approvals in an expedient manner, provided that said plans and drawings comply with the Final PUD Plan, this Agreement, and the City's rules and design standards to the extent such rules and design standards are not inconsistent with the Final PUD Plan or this Agreement, otherwise this Agreement and the Final PUD Plan shall control.

b. The City shall, in an expedient manner after City review and approval, promptly and diligently transmit to appropriate agencies the plans for water, and sanitary sewer for permit processing. Once Lombardo has obtained all pertinent approvals and permits and a pre-construction meeting is held with the City, Lombardo may commence construction of the public utilities.

c. It is the intent of the parties that review comments for resubmission shall be made by the City and its planning and engineering departments within two (2) weeks after submission of all documents normally required. Any review required pursuant to this Agreement by the Planning Commission or City Council shall be placed on the next available agenda of the Planning Commission or City Council after review is completed by the City Staff.

d. So long as Lombardo is acting with due diligence, makes an initial submission of "as built" plans for site improvements completed at the time of submission, and Lombardo's escrow account with the City for the payment of review and inspection fees is current, the City shall not deny Lombardo the right for temporary occupancy permits for the reasons that improvements are not completed, if such do not relate to health or safety concerns such as lack of watermains, sanitary sewers, or access.

e. The City agrees to cooperate with and support requests by Lombardo to any governmental agency or authority with jurisdiction over the Meadowfield Development, for permits, approvals or consents to facilitate the development and construction of the Meadowfield Development generally in accordance with this Agreement and the Final PUD Plan. The City agrees to execute and deliver letters of support that may be reasonably requested by Lombardo for such permits, approvals or consents, and to cooperate with Lombardo by having the applicable city staff or consultants communicate such support to such governmental agency or authority.

17. **Consents/Approvals.** Whenever the consent, approval or permit issuance of the City Council, Planning Commission or any City commission, department, staff, attorney or representative is required, such consent, approval or permit issuance shall not be unreasonably delayed, conditioned or withheld.

18. **Sale of Property.** Lombardo shall have the right to sell, transfer, assign and/or mortgage all or any portion of the Meadowfield Drive Property, including any completed condominium units. In the event all or any portion of the Meadowfield Drive Property changes ownership or control prior to completion of the condominium development, the terms and conditions of this Agreement shall be binding on any successor owner of all or any portion of the Meadowfield Drive Property. In the event the Meadowfield Drive Property, or any part, is transferred so that the Meadowfield Drive Property, in its entirety, is owned by more than one person or entity, any breach of this Agreement or violation of any applicable provision of the City Code of Ordinances occurring on any part of the Meadowfield Drive Property will be the sole responsibility and liability of the person or entity who or which owns that part of the Meadowfield Drive Property on which the breach or violation occurs and will have no effect whatsoever on the other portions of the Meadowfield Drive Property or the owners of such other portions. The City acknowledges and represents that this Agreement may be relied upon for the future land use and development of the Meadowfield Drive Property by Lombardo and its successors, assigns, and transferees. Lombardo agrees that the Property shall be used only as set forth in this Agreement and the Final PUD Plan.

19. **Zoning Board of Appeals.** The Zoning Board of Appeals shall have the authority to hear and decide appeals by Lombardo for variances from the Zoning Ordinance. However, the Zoning Board of Appeals shall not have the authority to change conditions, or make interpretations or amendments to the PUD Agreement or the PUD Final Plan or written conditions, which rights are reserved to the City Council.

20. **Integration/Amendments.** This Agreement and its Exhibits set forth the entire agreement between the parties relative to the subject matter hereof. No prior or contemporaneous oral or written representations, statements, promises, agreements or undertakings made by either party or agent of either party that are not contained in this Agreement shall be valid or binding. This Agreement may not be amended except in writing signed by the parties and recorded in the same manner as this Agreement. Amendments to the Final PUD Plan may be submitted by Lombardo for review and recommendation by the Planning Commission and approval by City Council. Remedial amendments to correct errors and omissions may be approved and executed by the Mayor so long as they are consistent with the spirit and intent of this Agreement, in the Mayor's reasonable judgment.

21. **Severability.** It is understood and agreed by the parties that if any part, term or provision of this Agreement is finally held by the courts to be illegal or in conflict with any statute, ordinance, rule, regulation or other applicable law, the validity of the remaining portions or provisions of this Agreement shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held to be invalid.

22. **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Oakland, State of Michigan.

23. **Waiver.** No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach.

24. **Remedies.** In the event that a party believes that the other party is not acting reasonably or in conformity with this Agreement, then the aggrieved party may petition the Oakland County Circuit Court to resolve such dispute and the parties shall make themselves immediately available for a hearing on a date to be set by the Court. In the event that the Court finds that party has not acted in good faith or in conformity with this Agreement, then the Court may order reasonable costs and attorney fees incurred to the prevailing party. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.

25. **Inconsistency.** To the extent that the Agreement and/or its Exhibits conflict with City Ordinance requirements, the terms of this Agreement and its Exhibits will control. Any clerical errors or mistakes in this Agreement or its Exhibits may be corrected by any of the parties, and all parties agree to cooperate in making such corrections in order to effectuate the intent of the parties in entering into this Agreement. In all events any reference to the City Code of Ordinances shall mean the existing Ordinances of the City at time of execution of this Agreement, with the exception of the PUD Ordinance, which shall mean the New PUD Ordinance provisions attached as Exhibit D.

26. **Authority.** The signers of this Agreement warrant and represent that they have the authority to sign this Agreement on behalf of their respective principals and the authority to bind each party to this Agreement according to its terms. Further, each of the parties represents that the execution of this Agreement has been duly authorized and is binding on such party.

27. **Limitation of City's Liability.** This PUD is a private undertaking, and the parties understand and agree that: (a) this PUD is private development; (b) the City has no interest or responsibilities for or duty to third parties concerning any improvements on the Meadowfield Drive Property except and only until such time that the City accepts any public improvements pursuant to this Agreement and the Final PUD Plan; (c) Lombardo shall have full and exclusive control of the Meadowfield Drive Property subject to the limitations and obligations of Lombardo under this Agreement; and (d) the contractual relationship between the City and Lombardo is such that Lombardo is an independent contractor and not an agent, partner or joint venturer of or with the City.

28. **Limitation of Lombardo Liability.** Anthony F. Lombardo is entering into this Agreement not individually but on behalf of an entity to be designated by him without any personal liability whatsoever. The entity designated by Lombardo shall have liability for the undertakings of Lombardo as set forth in this Agreement.

29. **Public Benefit.** The City and Lombardo acknowledge that there are the following substantial benefits which are derived from development of the Meadowfield Drive Property as a PUD:

a. A vacant parcel of Special Purpose property with limited development potential will be developed with attractive, one story ranch style condominium units that will meet a housing need within the community.

b. The residences that will be constructed will be within walking distance of an existing shopping center, with retail stores and service uses.

c. Lombardo will take a parcel of land that generates no tax revenue and put it to productive tax, generating tax revenue to the City while eliminating current upkeep and maintenance obligations of the City.

d. The City will be able to obtain an additional ten (10) acres of parkland contiguous to the existing Nowicki Park to serve the northwest quadrant without the expenditure of public funds.

e. The City will receive an additional \$375,000.00 in cash as part of the Exchange Agreement.

f. The acquisition of additional parkland and the construction of innovative housing meeting a currently unmet help accomplish two distinct objectives of the Master Plan.

30. **Binding Effect.** This Agreement shall not be effective until the effective date of the City's Ordinance rezoning the Property to PUD, or until the Agreement is recorded in the office of the Oakland County Register of Deeds and a certified copy of the recorded Agreement has been delivered to the City, whichever occurs later. This Agreement shall run with the land and bind the parties, their heirs, successors, and assigns. It is also understood that the members of the City Council and/or the City Administration and/or its departments may change, but the City shall nonetheless remain bound by this Agreement.

This Agreement has been executed on the dates set forth below.

LOMBARDO:

Anthony F. Lombardo, not individually but on behalf of an entity to be designated, with no personal liability whatsoever

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

The foregoing was acknowledged before me on _____ 2005, by Anthony F. Lombardo, not individually but on behalf of an entity to be designated and without personal liability.

), Notary Public
) County, Michigan
Acting in _____ County, Michigan
My Commission expires: _____

CITY:

CITY OF ROCHESTER HILLS, a Michigan municipal corporation

By: _____
 Pat Somerville
Its: Mayor

and

By: _____
 Jane Leslie
Its: City Clerk

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing was acknowledged before me on _____ 2005, by Pat Somerville and Jane Leslie, Mayor and City Clerk respectively of the City of Rochester Hills, a Michigan municipal corporation, on behalf of the corporation.

), Notary Public
) County, Michigan
Acting in _____ County, Michigan
My Commission expires: _____

Prepared by and when
recorded return to:

Lawrence M. Scott, Esq.
O'Reilly Rancilio P.C.
12900 Hall Road, Suite 350
Sterling Heights, Michigan 48313

INDEX OF EXHIBITS

Exhibit A	Legal Description of Meadowfield Drive Property
Exhibit B	Legal Description of Adams Road Property
Exhibit C	Preliminary PUD Site Plan and Elevations
Exhibit D	New PUD Ordinance Provisions
Exhibit E	Final PUD Plans including Elevations
Exhibit F	Screening Plan
Exhibit G	Proposed Building and Use Restrictions
Exhibit H	Landscape Plan

EXHIBIT A
Legal Description of Meadowfield Drive Property

Land located in the City of Rochester Hills, County of Oakland, State of Michigan:

T3N, R11E, SEC 22 PART OF NE 1/4 BEG AT PT DIST N 87-19-12 E 915.46 FT & S 02-34-56 E 810 FT FROM N 1/4 COR, TH N 87-19-12 E 500 FT, TH S 02-34-56 E 627.34 FT, TH S 87-00-55 W 140 FT, TH S 02-34-56 E 280 FT, TH S 87-00-55 W 150.89 FT, TH ALG CURVE TO LEFT, RAD 698.56 FT, CHORD BEARS S 78-17-45 W 211.80 FT, DIST OF 212.62 FT, TH N 02-34-56 W 942.10 FT TO BEG 9.58 AL. 9045 P. 240 & 241

Tax Identification No. 15-22-226-016

EXHIBIT B
Legal Description of Adams Road Property

Land located in the City of Rochester Hills, County of Oakland, State of Michigan:

The South 5 Acres of the North 20.79 Acres of the West 1087.90 feet of the Northwest $\frac{1}{4}$ of Section 8, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan. Being more particularly described as commencing at the Northwest corner of said Section 8; thence South $01^{\circ}58'24''$ West 632.20 feet along the West line of said Section 8, to the point of beginning; thence proceeding South $01^{\circ}58'24''$ West 200.18 feet along the West line of said Section 8 to a point; thence South $87^{\circ}56'24''$ East 1087.90 feet to a point on the West line of "Shadow Woods Subdivision No. 2", a plat recorded in Liber 163 of Plats, on Pages 13 thru 16, of Oakland County Records; thence North $01^{\circ}58'24''$ East 200.18 feet along the West line of said "Shadow Woods Subdivision No. 2", to a point; thence North $87^{\circ}56'24''$ West 1087.90 feet to the point of beginning. Containing 5.000 Acres (Gross Area).

Commonly known as 854 N. Adams Road
Tax Identification No. 15-08-100-006

The South 5 Acres of the North 25.79 Acres of the West 1087.90 feet of the Northwest $\frac{1}{4}$ of Section 8, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan.

Commonly known as 820 N. Adams Road
Tax Identification No. 15-08-100-007

EXHIBIT C
Preliminary PUD Site Plan and Elevations

MEADOWFIELD DEVELOPMENT

MULTI-FAMILY CONDOMINIUM DEVELOPMENT CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN PRELIMINARY SITE PLAN

PROPRIETOR

LOMBARDO COMPANIES
6303 26 MILE ROAD, SUITE 200
WASHINGTON TOWNSHIP, MI 48094
PHONE: (586) 781-7900
FAX: (586) 781-5588

ENGINEER - SURVEYOR

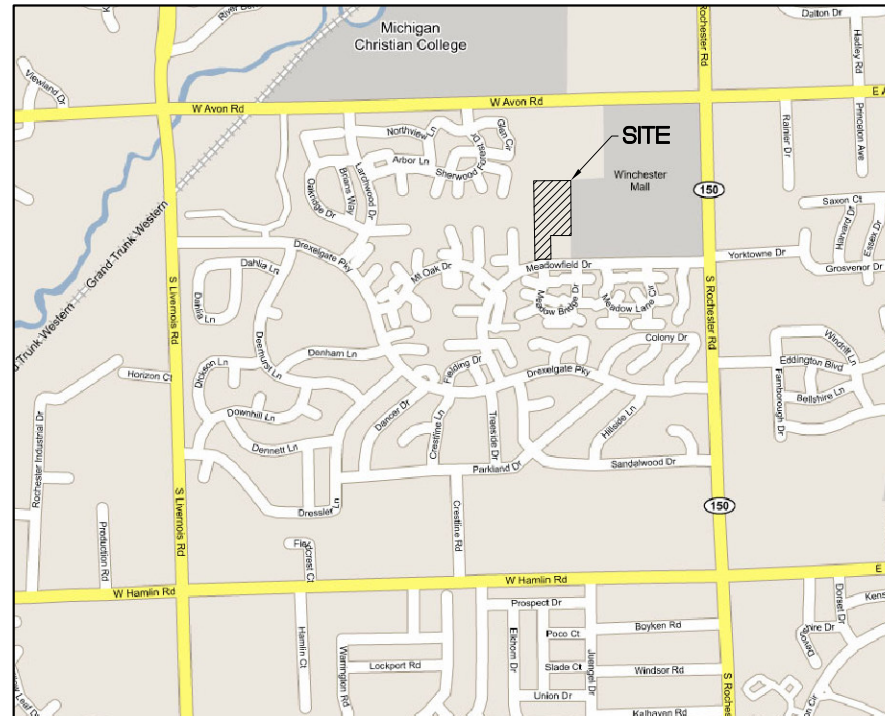
ATWELL- HICKS, INC.,
50182 SCHOENHERR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: (586) 786-9800
FAX: (586) 786-5588

LEGAL DESCRIPTION

LEGAL DESCRIPTION PER THE PHILIP F. GRECO TITLE COMPANY COMMITMENT NO: 63-541115

Situated in the City of Rochester Hills, Oakland County, Michigan, described as:

Part of the Northeast 1/4 of Section 22, Town 3 North, Range 11 East, Avon Township, now City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point, said point being N87°19'12"E 915.46 feet along the North line of said Section 22 and S2°34'56"E 810.00 feet from the North 1/4 corner of said Section 22; thence from said point of beginning N87°19'12"E 500.00 feet; thence S2°34'56"E 627.34 feet; thence S87°00'55"W 140.00 feet; thence S2°34'56"E 280.00 feet; thence S87°00'55"W 150.89 feet; thence 212.62 feet along the arc of a curve to the left, radius 698.56 feet, central angle 172°6'21", chord length 211.80 feet and a chord bearing of S78°17'45"W; thence N2°34'56"W 942.10 feet to the point of beginning.



OVERALL SITE MAP
NOT TO SCALE

SHEET INDEX

SP-01	COVER SHEET
SP-02	TOPOGRAPHIC SURVEY & DEMOLITION PLAN
SP-03	TREE INVENTORY SHEET 1
SP-04	TREE INVENTORY SHEET 2
SP-05	SITE LAYOUT PLAN
SP-06	UTILITY PLAN
SP-07	TREE OVERLAY PLAN
SP-08	LANDSCAPE PLAN

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SECTION 22	TOWN 3 NORTH, RANGE 11 EAST
CLIENT LOMBARDO ROCHESTER HILLS L.L.C.	CITY OF ROCHESTER HILLS
MEADOWFIELD DEVELOPMENT PRELIMINARY SITE PLAN	OAKLAND COUNTY, MICHIGAN
	COVER SHEET

CAD FILE 201406SP-01-CV
REVISIONS
DATE 06-10-05

SCALE 1" = FEET
DR. JAL CH. DPB
P.M. K. BELECK
BOOK 102-88
JOB 201406.21
FILE NO. 1102-285-01

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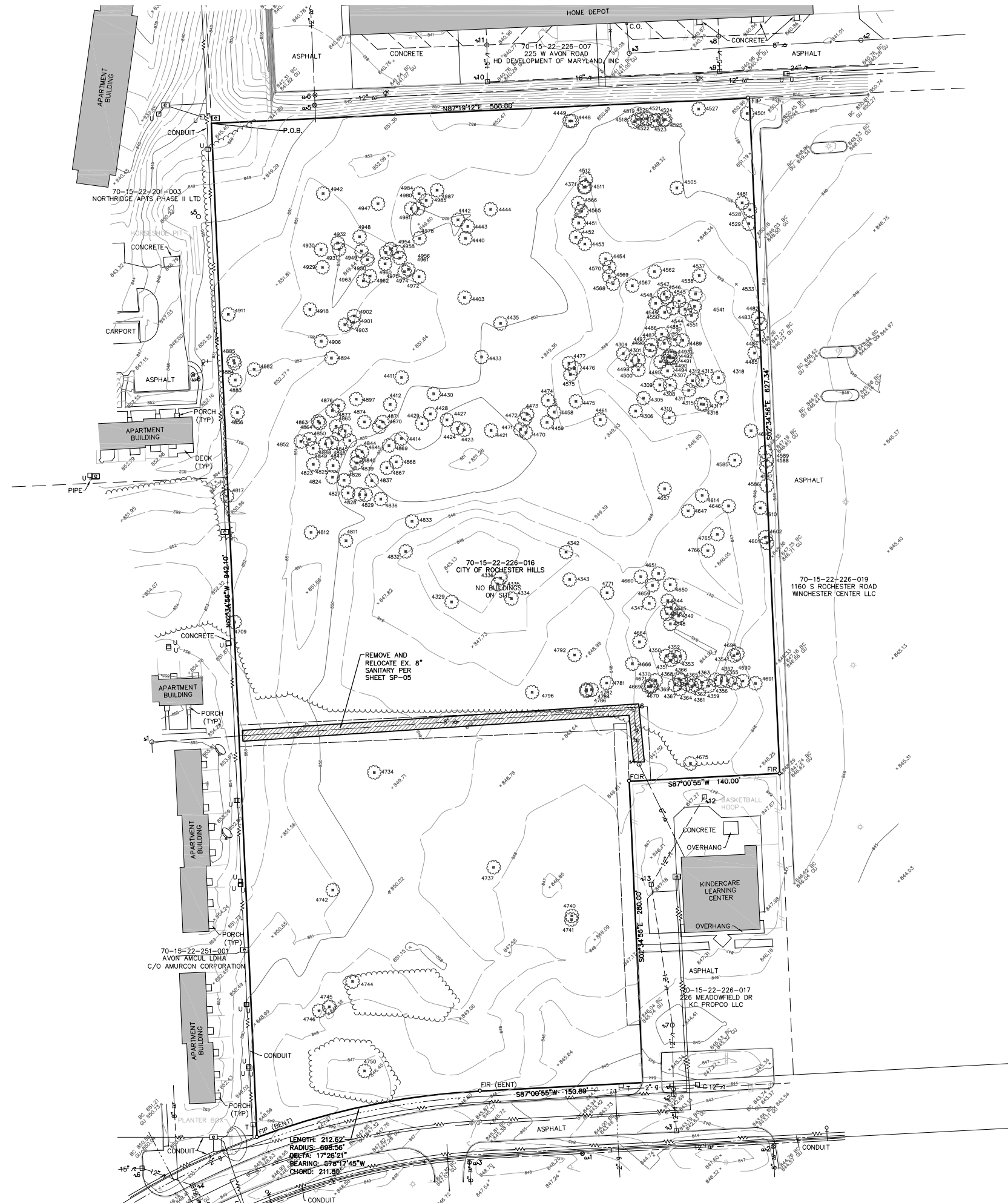
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NOT FOR CONSTRUCTION

SP-01

LEGEND

	EXIST. CONTOUR
	EXIST. STORM SEWER
	EXIST. MANHOLE
	EXIST. CATCH BASIN/INLET
	EXIST. SANITARY SEWER
	EXIST. CLEANOUT
	EXIST. WATER MAIN
	EXIST. HYDRANT
	EXIST. POST INDICATOR VALVE
	EXIST. SHUTOFF OR CURB BOX
	EXIST. GATE VALVE IN BOX
	EXIST. GATE VALVE IN MANHOLE
	EXIST. OVERHEAD ELECTRIC
	EXIST. UNDERGROUND ELECTRIC
	EXIST. LIGHT POLE
	EXIST. UTILITY POLE
	GUY WIRE
	EXIST. OVERHEAD TELEPHONE
	EXIST. UNDERGROUND TELEPHONE
	EXIST. GAS
	EXIST. GAS RISER
	EXIST. AMERITEC RISER
	EXIST. AMERITEC UNDERGROUND
	EXIST. CURB AND GUTTER
	EDGE OF WETLAND
	EXISTING FENCE
	CENTERLINE
	EXIST. SIGN
	FINISH FLOOR ELEV.
	SECTION CORNER
	CONTROL POINT
	FOUND IRON PIPE
	SET IRON PIPE
	EXIST. DECIDUOUS TREE
	EXIST. CONIFEROUS TREE
	EXIST. TREE OR BRUSH LIMIT
	LIMITS OF REMOVAL



LEGAL DESCRIPTION PER THE PHILIP F. GRECO TITLE COMPANY COMMITMENT NO: 63-54115

Situated in the City of Rochester Hills, Oakland County, Michigan, described as:

Part of the Northeast 1/4 of Section 22, Town 3 North, Range 11 East, Avon Township, now City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point, said point being N87°19'12"E 915.46 feet along the North line of said Section 22 and S2°34'56"E 810.00 feet from the North 1/4 corner of said Section 22; thence from said point of beginning N87°19'12"E 500.00 feet; thence S2°34'56"E 627.34 feet; thence S87°00'55"W 140.00 feet; thence S2°34'56"E 280.00 feet; thence S87°00'55"W 150.89 feet; thence 212.62 feet along the arc of a curve to the left, radius 698.56 feet, central angle 17°26'21", chord length 211.80 feet and a chord bearing of S78°17'45"W; thence N2°34'56"W 942.10 feet to the point of beginning.



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SECTION 22	TOWN 3 NORTH, RANGE 11 EAST
CITY OF ROCHESTER HILLS	
OAKLAND COUNTY, MICHIGAN	

CLIENT	LOMBARDO ROCHESTER HILLS L.L.C.
MEADOWFIELD DEVELOPMENT PRELIMINARY SITE PLAN	TOPOGRAPHIC SURVEY AND DEMOLITION PLAN

CAD FILE 201406SP-02-TP

REVISIONS	
DATE	06-10-05

DATE 06-10-05

DR. JAL	CH. DPB
P.M. K. BELECK	
BOOK 102-88	
JOB 201406.21	
FILE NO.	1102-285-02

SCALE 0 25 50
1" = 50 FEET

DR. JAL CH. DPB

P.M. K. BELECK

BOOK 102-88

JOB 201406.21



SP-02

LEGEND	
---	EXIST. STORM SEWER
---	PROP. STORM SEWER
○	EXIST. MANHOLE
○	PROP. MANHOLE
---	PROP. STORM SEWER LEAD/EDGE DRAIN
□	EXIST. CATCH BASIN/INLET
□	PROP. CATCH BASIN/INLET
---	END SECTION
---	EXIST. SANITARY SEWER
---	PROP. SANITARY SEWER
---	PROP. CLEANOUT
---	EXIST. WATER MAIN
---	PROP. WATER MAIN
○	EXIST. HYDRANT
○	PROP. HYDRANT
○	EXIST. GATE VALVE IN MANHOLE
○	EXIST. OVERHEAD ELECTRIC
○	EXIST. UTILITY POLE
---	EXIST. CURB AND GUTTER
---	PROP. CURB AND GUTTER
+	SECTION CORNER
---	WETLAND

SITE DATA

NUMBER OF BUILDINGS PROPOSED 15
 NUMBER OF UNITS PROPOSED: (13x4 UNITS PER BUILDING)
 (2x3 UNITS PER BUILDING) 58

PARKING:
 (58 UNITS x 2.5 SPACES/UNIT)

SPACES REQUIRED: 150

SPACES PROVIDED: 158



3 WORKING DAYS BEFORE YOU DIG CALL MISS DIG 1-800-482-7171
 FOR THE LOCATION OF UNDERGROUND FACILITIES

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SECTION 22
TOWN 3 NORTH, RANGE 11 EAST
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.
 MEADOWFIELD DEVELOPMENT
 PRELIMINARY SITE PLAN
 SITE LAYOUT PLAN

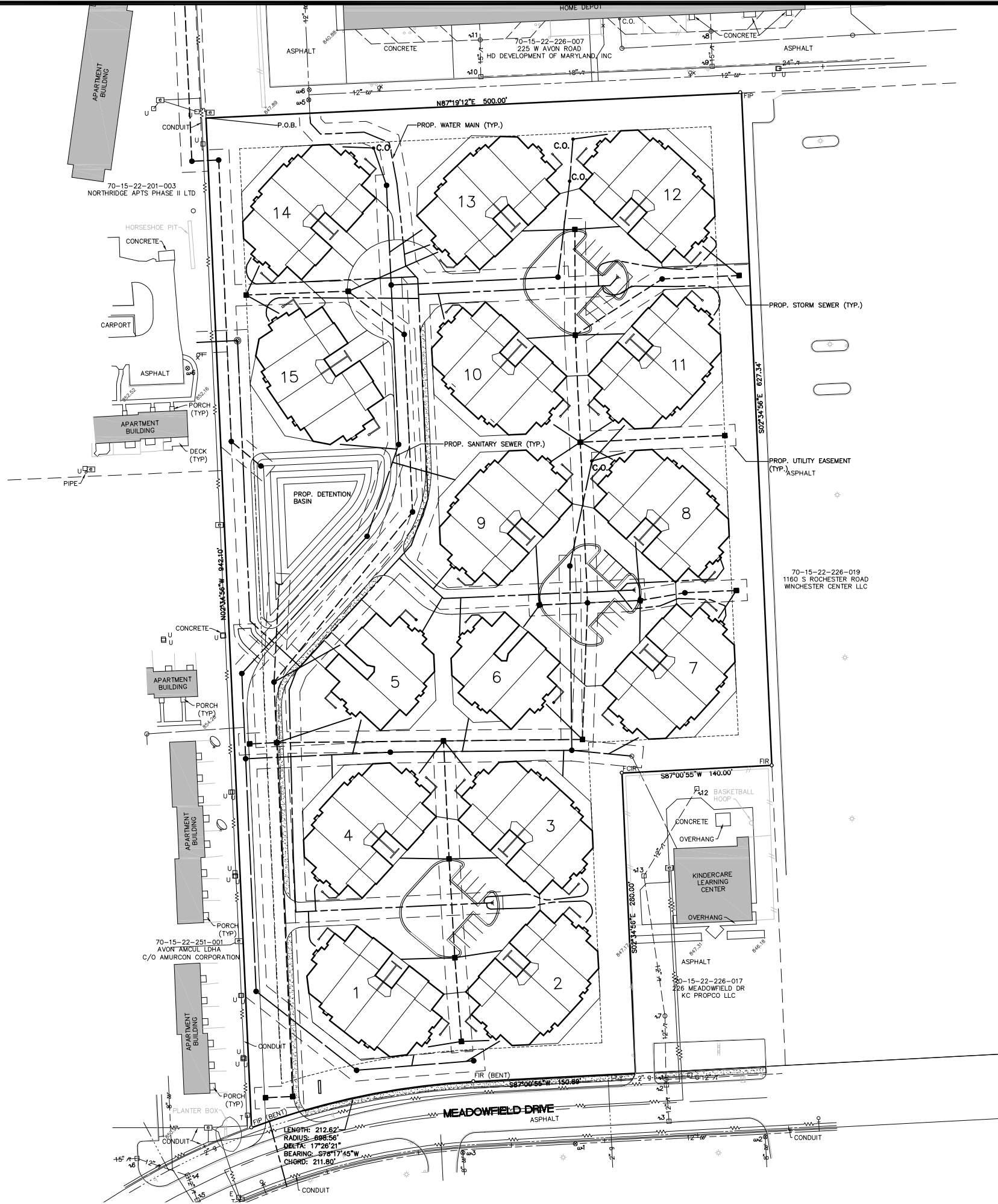
CAD FILE	201406SP-05-L
DATE	06-10-05
REVISIONS	

AI

SCALE 0 25 50
 1" = 50 FEET
 DR. JVB CH. DPB
 P.M. K. BELECK
 BOOK 102-88
 JOB 201406.21
 FILE NO. 1102-285-05
 SP-05

LEGEND

- EXIST. STORM SEWER
- PROP. STORM SEWER
- EXIST. MANHOLE
- PROP. MANHOLE
- EXIST. STORM SEWER LEAD/EDGE DRAIN
- ○ EXIST. CATCH BASIN/INLET
- ○ PROP. CATCH BASIN/INLET
- END SECTION
- EXIST. SANITARY SEWER
- PROP. SANITARY SEWER
- PROP. CLEANOUT
- EXIST. WATER MAIN
- PROP. WATER MAIN
- EXIST. HYDRANT
- PROP. HYDRANT
- EXIST. GATE VALVE IN MANHOLE
- EXIST. OVERHEAD ELECTRIC
- EXIST. UTILITY POLE
- EXIST. CURB AND GUTTER
- PROP. CURB AND GUTTER
- SECTION CORNER
- WETLAND
- APPROXIMATE EXISTING GAS
- EXISTING GAS RISER
- DE BOX
- DE
- CATV
- MBT
- EXISTING ELECTRIC TRANSFORMER
- EXISTING ELECTRIC RISER
- EXISTING CABLE RISER
- EXISTING TELEPHONE RISER
- PROP. UTILITY EASEMENT



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 CITY OF ROCHESTER HILLS
 OAKLAND COUNTY, MICHIGAN

CLIENT
LOMBARDO ROCHESTER HILLS L.L.C.
 MEADOWFIELD DEVELOPMENT
 PRELIMINARY SITE PLAN
 UTILITY PLAN

CAD FILE
 201406SP-06-U

4-10-2005 SUBMIT FOR PRELIMINARY PUD APPROVAL
 REVISIONS

DATE
 06-10-05

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 1" = 50 FEET

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 P.M. K. BELECK
 BOOK 102-88
 JOB 201406.21

FILE NO.
SP-06 1102-285-06



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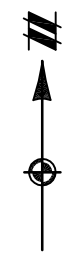
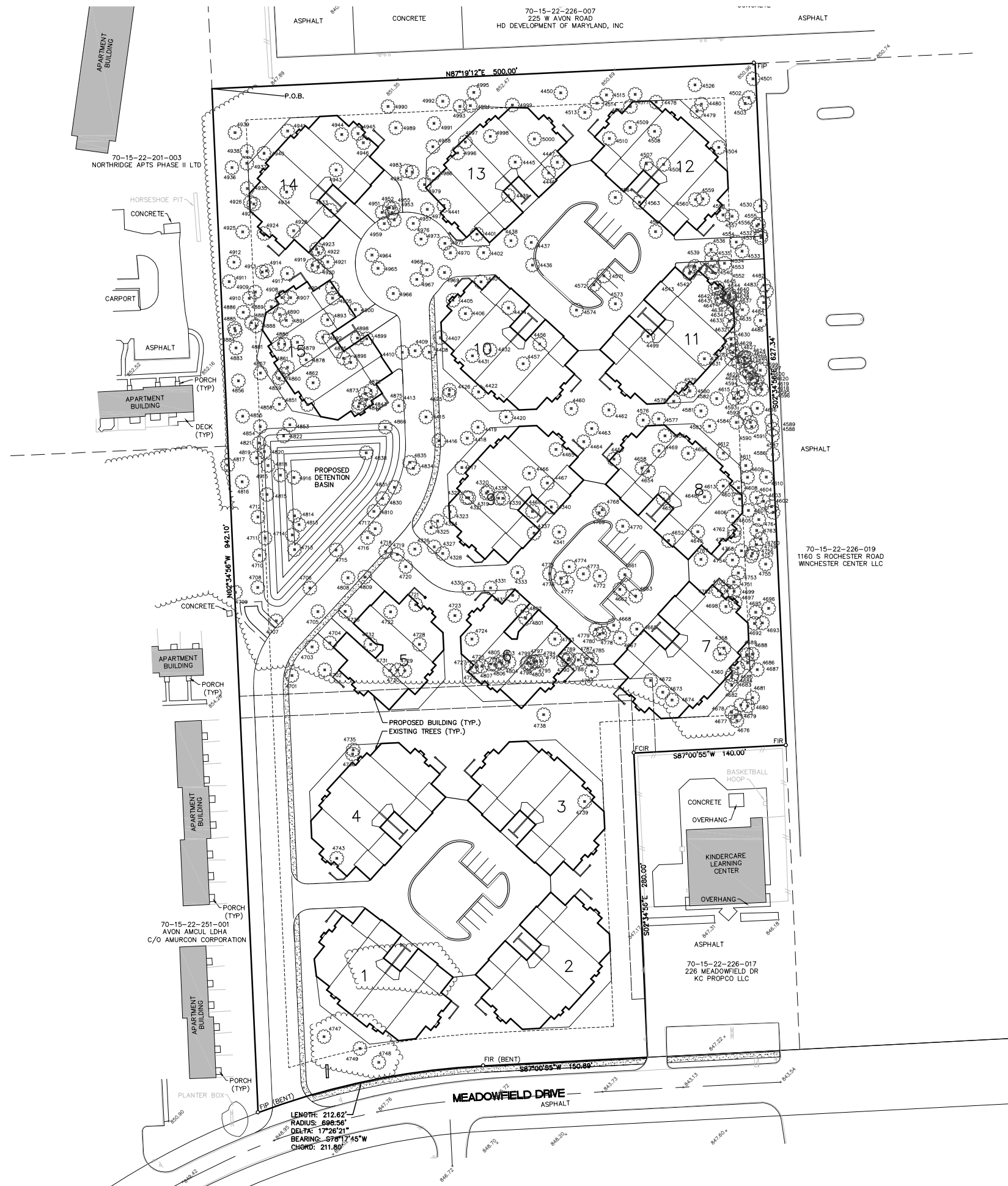
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LEGEND

- EXISTING CONTOUR
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- APPROXIMATE EXISTING UNDERGROUND GAS
- EXISTING OVERHEAD UTILITY LINES
- APPROXIMATE EXISTING UNDERGROUND ELECTRIC
- APPROXIMATE EXISTING UNDERGROUND TELEPHONE
- APPROXIMATE EXISTING UNDERGROUND CABLE
- EXISTING CURB AND GUTTER
- EXISTING FENCE
- EXISTING TREE OR BRUSH LIMIT
- EXISTING MANHOLE
- EXISTING CATCH BASIN/INLET
- EXISTING END SECTION/HEAD WALL
- EXISTING CLEAN-OUT
- EXISTING HYDRANT
- EXISTING WATER SHUT-OFF
- EXISTING GATE VALVE & WELL
- EXISTING UTILITY POLE
- EXISTING LIGHT POLE
- EXISTING GUY WIRE
- EXISTING GAS RISER
- EXISTING UTILITY RISER
- EXISTING TELEPHONE RISER
- EXISTING ELECTRIC RISER
- EXISTING ELECTRIC TRANSFORMER
- EXISTING SATELLITE DISH
- EXISTING SIGN
- EXISTING POST
- EXISTING MAILBOX
- EXISTING SPOT ELEVATION
- EXISTING GUTTER
- EXISTING BACK OF CURB
- FOUND IRON PIPE
- FOUND IRON ROD
- FOUND CAPPED IRON ROD
- SECTION CORNER
- DECIDUOUS TREE



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CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.

CAD FILE: 201406SP-07-TO

NO.	REVISIONS

DATE: 06-10-05



SCALE: 1" = 50 FEET
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 BOOK 102-88
 JOB 201406.21

FILE NO. SP-07 1102-285-07



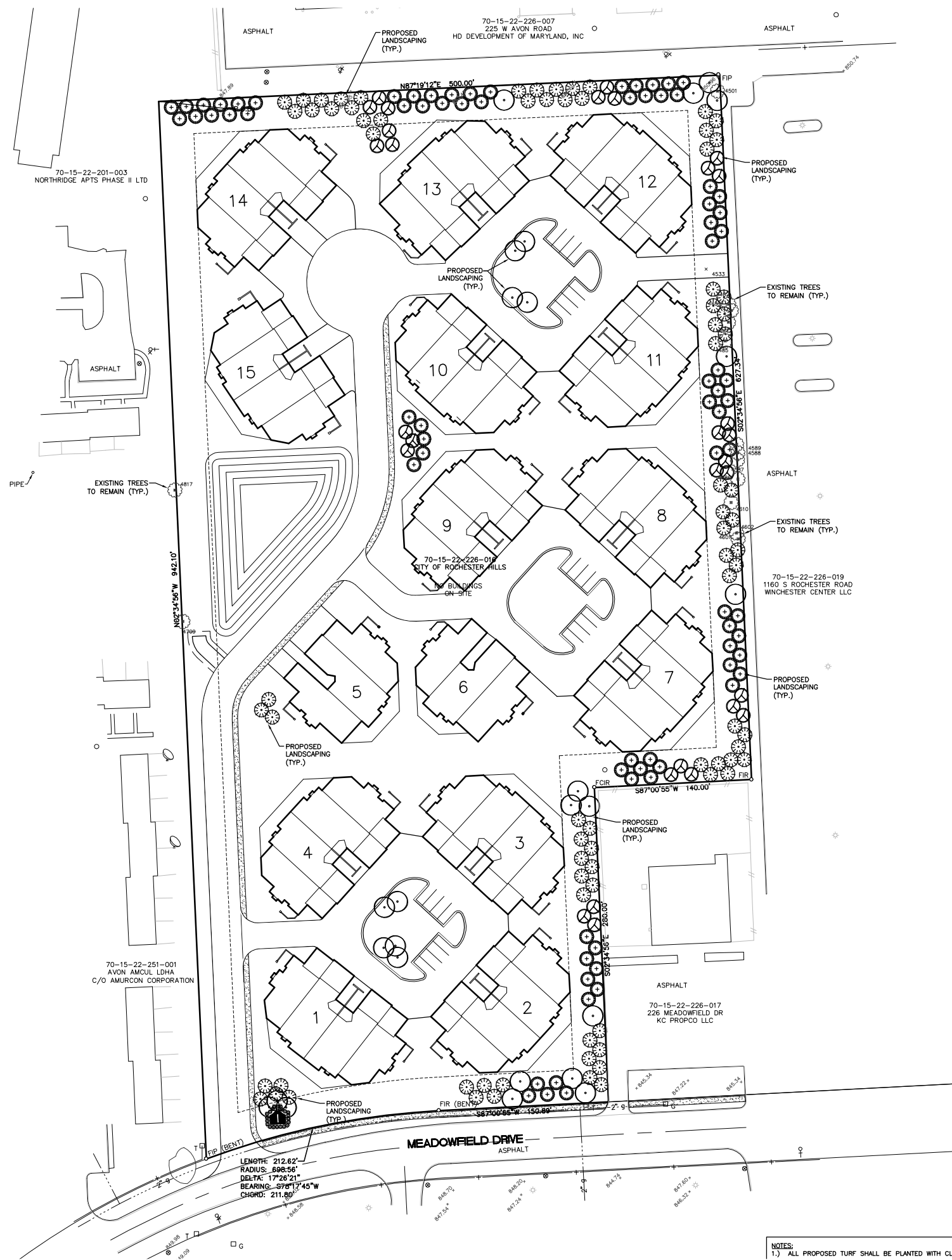
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SECTION 22
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 OAKLAND COUNTY, MICHIGAN

CLIENT: LOMBARDO ROCHESTER HILLS L.L.C.
 MEADOWFIELD DEVELOPMENT
 PRELIMINARY SITE PLAN
 LANDSCAPE PLAN

CAD FILE: 201406SP-08-LS

DATE	REVISIONS
06-10-05	

4-10-2005 SUBMIT FOR PRELIMINARY PUD APPROVAL

SCALE 0 25 50
 1" = 50 FEET
 DR. JVB CH. DPB
 P.M. K. BELECK
 BOOK 102-88
 JOB 201406.21
 FILE NO. 102-285-08



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NOTES:
 1.) ALL PROPOSED TURF SHALL BE PLANTED WITH CLAS



DATE:
MAY 12th, 2005
JOB #: 05-104
COMMERCE TOWNSHIP SITE

LOMBARDO COMPANIES
HERITAGE SERIES
A MULTI-FAMILY BUILDING

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THE BUILDING ILLUSTRATED ABOVE REQUIRES A 180'-0" X 59'-0" BUILDING ENVELOPE AND IS COMPRISED OF (4) RANCH-STYLE RESIDENCES



DATE:
MAY 12th, 2005
JOB #: 05-104
COMMERCE TOWNSHIP SITE

LOMBARDO COMPANIES
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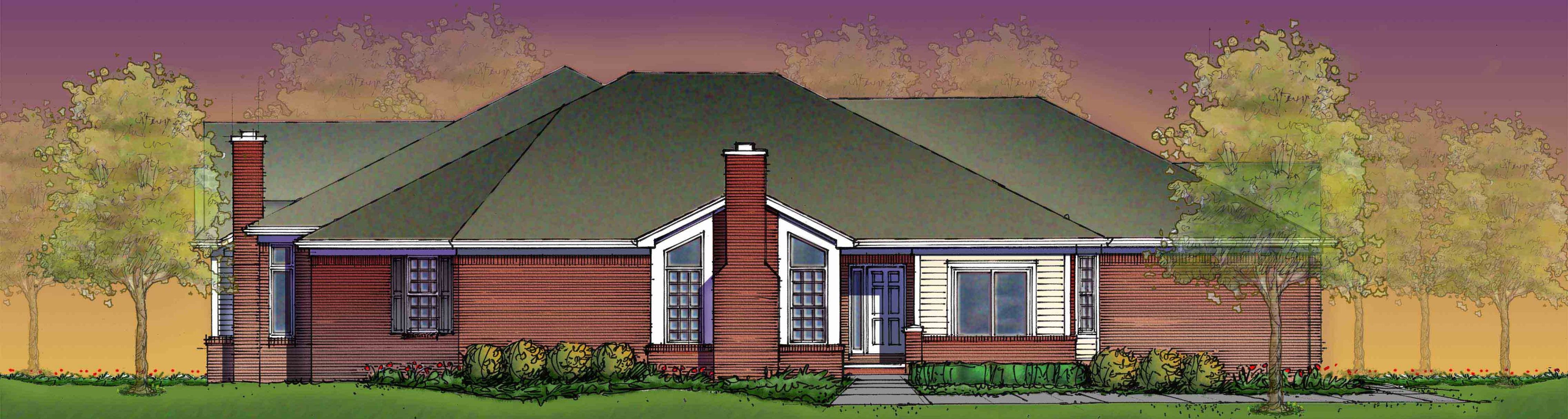


DATE:
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JOB #: 05-104
COMMERCE TOWNSHIP SITE

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HERITAGE SERIES
A MULTI-FAMILY BUILDING

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SIDE ELEVATION

LOMBARDO COMPANIES

HERITAGE SERIES

A MULTI-FAMILY BUILDING

DATE:
MAY 12th, 2005
JOB #: 05-104
COMMERCE TOWNSHIP SITE

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EXHIBIT D
New PUD Ordinance Provisions

EXHIBIT E
Final PUD Plans including Elevations

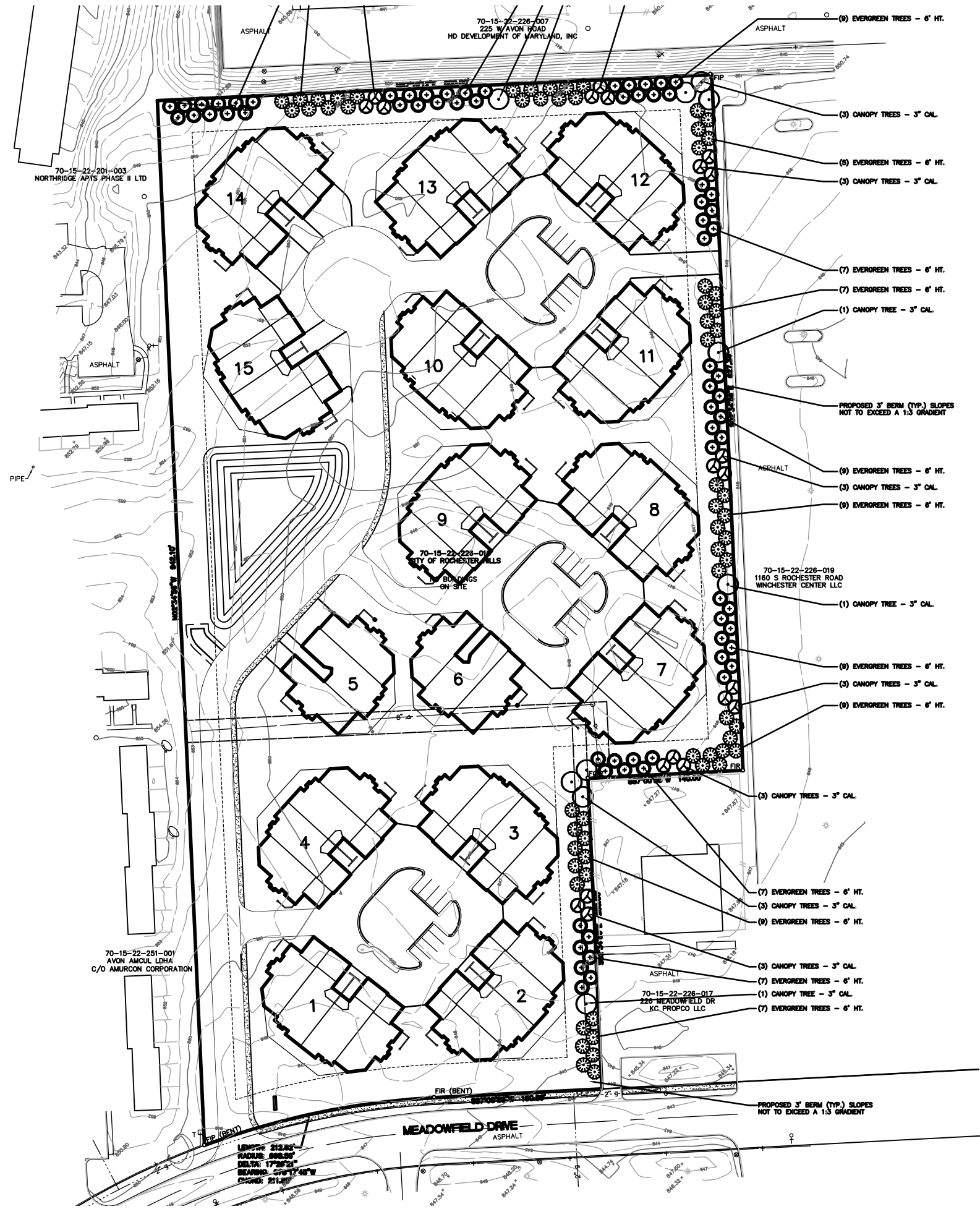
EXHIBIT F
Screening Plan



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SECTION 22
TOWN 3 NORTH, RANGE 11 EAST
CITY OF ROCHESTER HILLS
OAKLAND COUNTY, MICHIGAN

CLIENT: LOMBARDO ROCHESTER HILLS LLC.
 MEADOWFIELD DEVELOPMENT
 PRELIMINARY SITE PLAN
 SCREENING PLAN

CAD FILE: 201408SP-09-SC

REVISIONS

DATE: 06-10-05

AH

SCALE 0 25 50
 1" = 50 FEET

DR. JRT	CH. DPB
P.M. K. BELECK	
BOOK 102-88	
JOB 201408.21	
FILE NO.	1102-285-09

NOT FOR CONSTRUCTION

EXHIBIT G
Proposed Building and Use Restrictions

specific approval thereof by any Co-owner.

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residence purposes in accordance with the ordinances of Shelby Township and consistent with any state and federal civil rights laws.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed

to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion without approval by the Association.

(b) **Leasing Procedures.** The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to

the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animals, including household pets, except 1 dog or 1 cat which shall not exceed 40 pounds in weight, shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No dog which barks can be heard on any frequent

or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonable necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch, or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. Camping trailers and camping vehicles may be parked on the premises of the Condominium for the purpose of loading and unloading with the prior written approval of the Association. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the

Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than 50% of the Co-owners in number and value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements Appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, parking areas and porches shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision (in which case the

responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

(a) **Developer's Rights In Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer, and may continue to do so during the entire Construction and Sales Period. Also, the Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project in connection with the marketing of any other condominium development which the Developer or any of its principals has an interest. Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) **Enforcement of Bylaws.** The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

EXHIBIT H
Landscape Plan



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SECTION 22	TOWN 3	NORTH RANGE 11	EAST
CITY OF ROCHESTER HILLS			
OAKLAND COUNTY, MICHIGAN			

CAD FILE 201406SP-08-LS

CLIENT	LOMBARDO ROCHESTER HILLS L.L.C.
PROJECT	MEADOWFIELD DEVELOPMENT PRELIMINARY SITE PLAN
DATE	06-10-05

4-10-2005 SUBMIT FOR PRELIMINARY PUD APPROVAL

REVISIONS

DATE 06-10-05



1" = 50 FEET

DR. JVB CH. DPB
P.M. K. BELECK
BOOK 102-88
JOB 201406.21
FILE NO.

SP-08 102-285-08



THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

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NOT FOR CONSTRUCTION

NOTES:
1.) ALL PROPOSED TURF SHALL BE PLANTED WITH CLAS