

SHEFFIELD

Final PUD Site Plan



**PLANNED UNIT DEVELOPMENT AGREEMENT
BETWEEN LOMBARDO ROCHESTER HILLS, LLC AND
THE CITY OF ROCHESTER HILLS**

This Planned Unit Development Agreement (“**Agreement**”) is made this ___ day of _____, 2006, by and between **Lombardo Rochester Hills LLC**, (“**Lombardo**”), whose address is 6303 26 Mile Road, Suite 200, 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 many companies of Lombardo Companies, which have been developing and constructing residential homes and condominiums for more than 40 years in the metropolitan Detroit area.

B. The City owned 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 including 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. On September 26, 2005, the City and Lombardo closed the property exchange contemplated by the Exchange Agreement at which time the City obtained ownership of the Adams Road Property and received 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. As a result of the City acquiring the Adams Road Property pursuant to the Exchange Agreement, the City can 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 is 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, Sections 138-1001, *et. seq.*, of the Code of Ordinances of the City (referred to as the “**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 in accordance with the PUD Ordinance which is part of

the City Zoning Ordinance.

N. As requested by the City, Lombardo has prepared the Preliminary Plans to meet the requirements of the 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 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 has acquired the Adams Road Property, which will facilitate 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 December 20, 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 January 3, 2006, 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 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 (i) site plan approval from the Planning Commission, (ii) engineering plan approval, (iii) a Land Improvement Permit and, (iv) building permits. Except as otherwise provided in this Agreement, regulations governing permitted uses of land, density, design, improvement and construction standards and specifications applicable to development of the property shall be the regulations in force at the time. This Agreement shall not prevent the City from applying new or amended regulations that do not conflict with the terms of this Agreement. In the event that any part of this Agreement or the Final PUD Plan is inconsistent in any way with the Zoning Ordinance or 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, engineering plan approval, a Land Improvement Permit and building permits. It has also been determined by the City that the development of the Meadowfield Development generally in accordance with the Final PUD Plan should provide 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. Development of the Meadowfield Drive Property shall commence within six months of receiving all necessary approvals from the City. Unless Lombardo provides the City with a written request for an extension and is granted an extension by the City, all public infrastructure improvements and internal site improvements shall be completed within 3 years of the date of the pre-construction meeting. The City shall not withhold approval of an extension requested by Lombardo if Lombardo's failure to meet the time limitations was caused by economic conditions or other factors beyond Lombardo's control in spite of Lombardo's diligent efforts to meet such time limitations.

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 to be 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 June 10, 2005, last revised December 12, 2005, 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 approximately two hundred sixty-eight feet (268').

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, last revised December 12, 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 eight hundred sixty-eight feet (868').

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 within 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. Developer shall execute and deliver to the City a maintenance agreement for the storm water drainage system and facilities in a form satisfactory to the City prior to issuance of any building permits.

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 decorative fence around the storm detention basin in accordance with current City requirements.

12. **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.

13. **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 Planning Department to be minor may 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.

14. **Site Plan Review.** Lombardo shall submit site plans and obtain approval for the Meadowfield Development within two (2) years of the date of this Agreement unless extended in writing by agreement of the City and Lombardo. The City shall not withhold approval for a reasonable extension requested by Lombardo if despite Lombardo's diligent efforts Lombardo is unable to meet the time limitations due to economic conditions or other factors beyond Lombardo's control. If Lombardo has not submitted and obtained site plan approval within the prescribed time period (including any extensions), then the City may terminate this Agreement if after giving Lombardo notice and an opportunity to explain the delays with respect to development of the Project, the City determines that Lombardo has not diligently proceeded in good faith with developing the Meadowfield Development. 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.

15. **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.

16. **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.

17. **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.

18. **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, restrictions or limitations contained in the PUD Agreement, 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. No variance may be requested from, nor granted by ZBA if the modification is not in compliance with the area and density requirements in the Agreement or if it will materially affect the overall character of the PUD Plan.

19. **Easements.** Lombardo agrees to convey public utility easements to the City for the public sanitary sewer and public water main and related facilities as such easements are shown on the Condominium Subdivision Plan for the Development. In addition, if requested by the City in the future, the Developer or Association, as the case may be, shall grant a second emergency access at the location depicted on Exhibit C, sheet CP-05.

20. **Penalties for Failure to Comply with Development Deadlines.** If Lombardo fails to meet the time limitations for submitting and obtaining site plan approval for the Meadowfield Development as set forth in Section 14, (including any extensions) or fails to construct it within the time limitations set forth in Section 4 of this Agreement (including any extensions), the City may, after giving Lombardo notice and an opportunity to explain his failure to meet the deadline, terminate the Agreement if the City determines that Lombardo has not diligently proceeded in good faith with the development.

21. **Integration/Amendments, Modification.** 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. Except for minor modifications of the final PUD plan authorized by Section 13 of this Agreement, this Agreement may not be amended except in writing following the procedures set forth in Section 138-1009 of the Zoning Ordinance. After approval of the amendment, the amendment shall be 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.

22. **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. If changes in federal or state laws or regulations enacted after the date this Agreement has been executed operate to prevent compliance with parts of the contract, or render compliance impractical or unreasonably difficult, the inconsistent provisions of the Agreement shall be modified, deleted or suspended as necessary to conform to such changes in federal or state law.

23. **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.

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

25. **General Remedies.** In addition to the specific penalties outlined in Section 20, 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 enforce or terminate this Agreement, as appropriate, or to otherwise 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.

26. **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.

27. **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.

28. **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.

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 has obtained 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 has received 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 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:

Lombardo Rochester Hills LLC
a Michigan limited liability company

By: Lombardo Management, Inc.,
a Michigan corporation

Its: Manager

By: _____
Anthony F. Lombardo

Its: President

STATE OF MICHIGAN)
)ss
COUNTY OF MACOMB)

The foregoing was acknowledged before me on _____ 2006, by Anthony F. Lombardo, President of Lombardo Management, Inc., a Michigan corporation, Manager of

Lombardo Rochester Hills LLC, a Michigan limited liability company, on behalf of the company.

Notary Public
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 _____ 2006, 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

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

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Exhibit F	Screening Plan
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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
6200 WASHINGTON AVENUE SUITE 200
WASHINGTON TOWNSHIP, MI 48094
PHONE: (586) 781-7200
FAX: (586) 781-5588

ENGINEER - SURVEYOR

ATWELL-HICKS, INC.
50982 SCHOENHERR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE: (586) 786-9800
FAX: (586) 786-5588

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR THE P&I P. CRESCO TITLE COMPANY COMMITMENT NO. 03-085
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, bearing S24°54'58"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°24'58"E 627.54 feet; thence S85°22'58"W 311.80 feet; thence S17°22'11"W 311.80 feet; thence S78°17'45"W, thence N23°24'56"W 942.10 feet to the point of beginning.

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




OVERALL SITE MAP
NOT TO SCALE

ATWELL-HICKS
Engineering • Surveying • Planning • Environmental • Water/Wastewater
866.850.4200
www.atwell-hicks.com
MICHIGAN ILLINOIS OHIO

SECTION 22	TOWN 3 NORTH, RANGE 11 EAST	CITY OF ROCHESTER HILLS	OAKLAND COUNTY, MICHIGAN
MEADOWFIELD DEVELOPMENT PRELIMINARY SITE PLAN			
COVER SHEET			
CLIENT	LOMBARDO ROCHESTER HILLS L.L.C.		
CAD FILE	201408SP-01-CV		

DATE	BY	REVISIONS
06-10-05	PAK	1" = 1" FEET
	PAK	1" = 1" FEET
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DR. JAL DL. DPB
PAK, K. BELECK
BOOK 102-85
PAGE 201408-21
FILE 102-266-01
SP-01

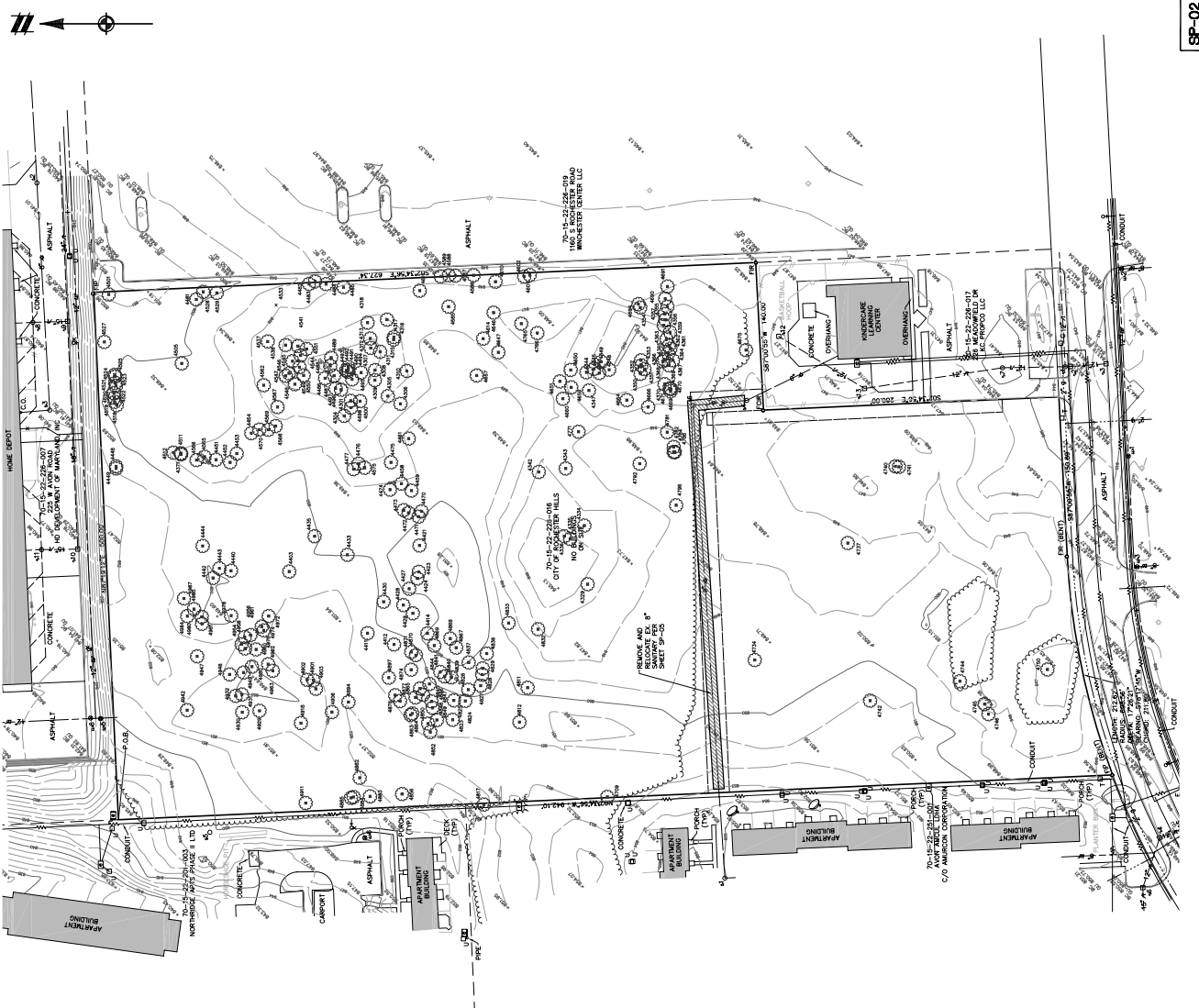

3 WORKING DAYS
BEFORE YOU DIG
CALL 811
FOR THE LOCATION OF
UNDERGROUND UTILITIES
AND FACILITIES

THE LOCAL WORKING GROUP HAS BEEN ADVISED OF YOUR PROJECT AND WILL BE AVAILABLE TO ASSIST YOU WITH ANY QUESTIONS OR CONCERNS. ANY DAMAGE TO UTILITIES OR FACILITIES WILL BE REPAIRED AT YOUR EXPENSE. THIS NOTICE IS VALID FOR 30 DAYS FROM THE DATE OF POSTING. ANY DAMAGE TO UTILITIES OR FACILITIES WILL BE REPAIRED AT YOUR EXPENSE. THIS NOTICE IS VALID FOR 30 DAYS FROM THE DATE OF POSTING.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL ON THE SITE. ANY PERSONNEL ON THE SITE SHALL BE REQUIRED TO WEAR PROPER SAFETY EQUIPMENT AT ALL TIMES. ANY PERSONNEL ON THE SITE SHALL BE REQUIRED TO WEAR PROPER SAFETY EQUIPMENT AT ALL TIMES.

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NOT FOR CONSTRUCTION



LEGAL DESCRIPTION FOR THE PULP F. GRECO TITLE COMPANY COMMITMENT NO. 08-5485

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, 8th Township, now
 City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point,
 822.44 feet, more or less, 79.1912° E, 918.48 feet, along the north line of said Section 22, and
 point of beginning N87°19'12"E, 500.00 feet, thence S2°34'56"E, 827.34 feet, thence
 N87°50'52.62"E, 650.00 feet, thence S89°21'20"W, 200.00 feet, thence 688.50 feet,
 172921° N, chord length 211.80 feet and a chord bearing of S78°17'45"N, thence N23°34'56"W,
 942.10 feet to the point of beginning.

3 WORKING DAYS BEFORE YOU DIG

FOR THE LOCATION OF
 UNDERGROUND FACILITIES
 1-800-482-3771
 www.8004823771.com

THE LOCAL WORK OR EXISTING UNDERGROUND UTILITIES THAT ARE SHOWN ON THIS PLAN ARE NOT GUARANTEED TO BE ACCURATE. THE REPRESENTATIVE OF THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION, DEPTH, AND CHARACTER OF ALL UTILITIES BEFORE COMMENCING WORK. ANY DAMAGE TO UTILITIES OCCASIONED BY THE CONTRACTOR'S FAILURE TO LOCATE, IDENTIFY, AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
 CONSTRUCTION OF THIS SHEET IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR ANY NEARBY UTILITIES OR IF ANY OTHER PERMITS ARE REQUIRED.
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- LEGEND**
- EXIST. CONTOUR
 - EXIST. MANHOLE
 - EXIST. WATER MAIN
 - EXIST. SANITARY SEWER
 - EXIST. GAS MAIN
 - EXIST. ELEC. MAIN
 - EXIST. UTILITY POLE
 - EXIST. UNDERGROUND TELEPHONE
 - EXIST. UNDERGROUND GAS
 - EXIST. GAS RISER
 - EXIST. MANHOLE
 - EXIST. UNDERGROUND
 - EXIST. CURB AND GUTTER
 - EXIST. EDGE OF WETLAND
 - EXIST. FENCE
 - EXIST. SIGN
 - FINISH FLOOR ELEV.
 - SECTION CORNER
 - CONTROL POINT
 - SET BACK PIPE
 - EXIST. DECIDUOUS TREE
 - EXIST. CONIFEROUS TREE
 - EXIST. TREE OR BRUSH LIMIT
 - LIMITS OF REMOVAL

NOT FOR CONSTRUCTION

TAG NUMBER	BRAMBLET	COMMON NAME	NOTES	TAG NUMBER	BRAMBLET	COMMON NAME	NOTES	TAG NUMBER	BRAMBLET	COMMON NAME	NOTES
4744	10"	FRAXINUS	ASH	4847	6"	FRAXINUS	ASH				
4745	10"	FRAXINUS	ASH	4848	6"	FRAXINUS	ASH				
4746	10"	FRAXINUS	ASH	4849	6"	FRAXINUS	ASH				
4747	10"	FRAXINUS	ASH	4850	6"	FRAXINUS	ASH				
4748	10"	FRAXINUS	ASH	4851	6"	FRAXINUS	ASH				
4749	10"	FRAXINUS	ASH	4852	6"	FRAXINUS	ASH				
4750	10"	FRAXINUS	ASH	4853	10"	QUERCUS ALBA	WHITE OAK				
4751	10"	FRAXINUS	ASH	4854	10"	QUERCUS ALBA	WHITE OAK				
4752	10"	FRAXINUS	ASH	4855	10"	QUERCUS ALBA	WHITE OAK				
4753	10"	FRAXINUS	ASH	4856	20"	QUERCUS RUBRA	RED OAK				
4754	10"	FRAXINUS	ASH	4857	8"	PRUNUS	CHERRY				
4755	10"	FRAXINUS	ASH	4858	20"	QUERCUS RUBRA	RED OAK				
4756	10"	FRAXINUS	ASH	4859	6"	FRAXINUS	ASH				
4757	10"	FRAXINUS	ASH	4860	6"	FRAXINUS	ASH				
4758	10"	FRAXINUS	ASH	4861	6"	FRAXINUS	ASH				
4759	10"	FRAXINUS	ASH	4862	6"	FRAXINUS	ASH				
4760	10"	FRAXINUS	ASH	4863	6"	FRAXINUS	ASH				
4761	10"	FRAXINUS	ASH	4864	6"	FRAXINUS	ASH				
4762	10"	FRAXINUS	ASH	4865	6"	FRAXINUS	ASH				
4763	10"	FRAXINUS	ASH	4866	6"	FRAXINUS	ASH				
4764	10"	FRAXINUS	ASH	4867	6"	FRAXINUS	ASH				
4765	10"	FRAXINUS	ASH	4868	6"	FRAXINUS	ASH				
4766	10"	FRAXINUS	ASH	4869	6"	FRAXINUS	ASH				
4767	10"	FRAXINUS	ASH	4870	6"	FRAXINUS	ASH				
4768	10"	FRAXINUS	ASH	4871	6"	FRAXINUS	ASH				
4769	10"	FRAXINUS	ASH	4872	6"	FRAXINUS	ASH				
4770	10"	FRAXINUS	ASH	4873	6"	FRAXINUS	ASH				
4771	10"	FRAXINUS	ASH	4874	6"	FRAXINUS	ASH				
4772	10"	FRAXINUS	ASH	4875	6"	FRAXINUS	ASH				
4773	10"	FRAXINUS	ASH	4876	6"	FRAXINUS	ASH				
4774	10"	FRAXINUS	ASH	4877	6"	FRAXINUS	ASH				
4775	10"	FRAXINUS	ASH	4878	20"	QUERCUS ALBA	WHITE OAK				
4776	10"	FRAXINUS	ASH	4879	20"	QUERCUS RUBRA	RED OAK				
4777	10"	FRAXINUS	ASH	4880	6"	FRAXINUS	ASH				
4778	10"	FRAXINUS	ASH	4881	10"	QUERCUS RUBRA	RED OAK				
4779	10"	FRAXINUS	ASH	4882	10"	POPULUS DELTOIDES	COTTONWOOD				
4780	10"	FRAXINUS	ASH	4883	10"	POPULUS DELTOIDES	COTTONWOOD				
4781	10"	FRAXINUS	ASH	4884	10"	POPULUS DELTOIDES	COTTONWOOD				
4782	10"	FRAXINUS	ASH	4885	10"	POPULUS DELTOIDES	COTTONWOOD				
4783	10"	FRAXINUS	ASH	4886	10"	POPULUS DELTOIDES	COTTONWOOD				
4784	10"	FRAXINUS	ASH	4887	10"	POPULUS DELTOIDES	COTTONWOOD				
4785	10"	FRAXINUS	ASH	4888	10"	POPULUS DELTOIDES	COTTONWOOD				
4786	10"	FRAXINUS	ASH	4889	10"	POPULUS DELTOIDES	COTTONWOOD				
4787	10"	FRAXINUS	ASH	4890	10"	POPULUS DELTOIDES	COTTONWOOD				
4788	10"	FRAXINUS	ASH	4891	10"	POPULUS DELTOIDES	COTTONWOOD				
4789	10"	FRAXINUS	ASH	4892	10"	POPULUS DELTOIDES	COTTONWOOD				
4790	10"	FRAXINUS	ASH	4893	10"	POPULUS DELTOIDES	COTTONWOOD				
4791	10"	FRAXINUS	ASH	4894	10"	POPULUS DELTOIDES	COTTONWOOD				
4792	10"	FRAXINUS	ASH	4895	10"	POPULUS DELTOIDES	COTTONWOOD				
4793	10"	FRAXINUS	ASH	4896	10"	POPULUS DELTOIDES	COTTONWOOD				
4794	10"	FRAXINUS	ASH	4897	10"	POPULUS DELTOIDES	COTTONWOOD				
4795	10"	FRAXINUS	ASH	4898	10"	POPULUS DELTOIDES	COTTONWOOD				
4796	10"	FRAXINUS	ASH	4899	10"	POPULUS DELTOIDES	COTTONWOOD				
4797	10"	FRAXINUS	ASH	4900	10"	POPULUS DELTOIDES	COTTONWOOD				
4798	10"	FRAXINUS	ASH	4901	10"	POPULUS DELTOIDES	COTTONWOOD				
4799	10"	FRAXINUS	ASH	4902	10"	POPULUS DELTOIDES	COTTONWOOD				
4800	10"	FRAXINUS	ASH	4903	10"	POPULUS DELTOIDES	COTTONWOOD				
4801	10"	FRAXINUS	ASH	4904	10"	POPULUS DELTOIDES	COTTONWOOD				
4802	10"	FRAXINUS	ASH	4905	10"	POPULUS DELTOIDES	COTTONWOOD				
4803	10"	FRAXINUS	ASH	4906	10"	POPULUS DELTOIDES	COTTONWOOD				
4804	10"	FRAXINUS	ASH	4907	10"	POPULUS DELTOIDES	COTTONWOOD				
4805	10"	FRAXINUS	ASH	4908	10"	POPULUS DELTOIDES	COTTONWOOD				
4806	10"	FRAXINUS	ASH	4909	10"	POPULUS DELTOIDES	COTTONWOOD				
4807	10"	FRAXINUS	ASH	4910	10"	POPULUS DELTOIDES	COTTONWOOD				
4808	10"	FRAXINUS	ASH	4911	10"	POPULUS DELTOIDES	COTTONWOOD				
4809	10"	FRAXINUS	ASH	4912	10"	POPULUS DELTOIDES	COTTONWOOD				
4810	10"	FRAXINUS	ASH	4913	10"	POPULUS DELTOIDES	COTTONWOOD				
4811	10"	FRAXINUS	ASH	4914	10"	POPULUS DELTOIDES	COTTONWOOD				
4812	10"	FRAXINUS	ASH	4915	10"	POPULUS DELTOIDES	COTTONWOOD				
4813	10"	FRAXINUS	ASH	4916	10"	POPULUS DELTOIDES	COTTONWOOD				
4814	10"	FRAXINUS	ASH	4917	10"	POPULUS DELTOIDES	COTTONWOOD				
4815	10"	FRAXINUS	ASH	4918	10"	POPULUS DELTOIDES	COTTONWOOD				
4816	10"	FRAXINUS	ASH	4919	10"	POPULUS DELTOIDES	COTTONWOOD				
4817	10"	FRAXINUS	ASH	4920	10"	POPULUS DELTOIDES	COTTONWOOD				
4818	10"	FRAXINUS	ASH	4921	10"	POPULUS DELTOIDES	COTTONWOOD				
4819	10"	FRAXINUS	ASH	4922	10"	POPULUS DELTOIDES	COTTONWOOD				
4820	10"	FRAXINUS	ASH	4923	10"	POPULUS DELTOIDES	COTTONWOOD				
4821	10"	FRAXINUS	ASH	4924	10"	POPULUS DELTOIDES	COTTONWOOD				
4822	10"	FRAXINUS	ASH	4925	10"	POPULUS DELTOIDES	COTTONWOOD				
4823	10"	FRAXINUS	ASH	4926	10"	POPULUS DELTOIDES	COTTONWOOD				
4824	10"	FRAXINUS	ASH	4927	10"	POPULUS DELTOIDES	COTTONWOOD				
4825	10"	FRAXINUS	ASH	4928	10"	POPULUS DELTOIDES	COTTONWOOD				
4826	10"	FRAXINUS	ASH	4929	10"	POPULUS DELTOIDES	COTTONWOOD				
4827	10"	FRAXINUS	ASH	4930	10"	POPULUS DELTOIDES	COTTONWOOD				
4828	10"	FRAXINUS	ASH	4931	10"	POPULUS DELTOIDES	COTTONWOOD				
4829	10"	FRAXINUS	ASH	4932	10"	POPULUS DELTOIDES	COTTONWOOD				
4830	10"	FRAXINUS	ASH	4933	10"	POPULUS DELTOIDES	COTTONWOOD				
4831	10"	FRAXINUS	ASH	4934	10"	POPULUS DELTOIDES	COTTONWOOD				
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4833	10"	FRAXINUS	ASH	4936	10"	POPULUS DELTOIDES	COTTONWOOD				
4834	10"	FRAXINUS	ASH	4937	10"	POPULUS DELTOIDES	COTTONWOOD				
4835	10"	FRAXINUS	ASH	4938	10"	POPULUS DELTOIDES	COTTONWOOD				
4836	10"	FRAXINUS	ASH	4939	10"	POPULUS DELTOIDES	COTTONWOOD				
4837	10"	FRAXINUS	ASH	4940	10"	POPULUS DELTOIDES	COTTONWOOD				
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4839	10"	FRAXINUS	ASH	4942	10"	POPULUS DELTOIDES	COTTONWOOD				
4840	10"	FRAXINUS	ASH	4943	10"	POPULUS DELTOIDES	COTTONWOOD				
4841	10"	FRAXINUS	ASH	4944	10"	POPULUS DELTOIDES	COTTONWOOD				
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4843	10"	FRAXINUS	ASH	4946	10"	POPULUS DELTOIDES	COTTONWOOD				
4844	10"	FRAXINUS	ASH	4947	10"	POPULUS DELTOIDES	COTTONWOOD				
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4846	10"	FRAXINUS	ASH	4949	10"	POPULUS DELTOIDES	COTTONWOOD				

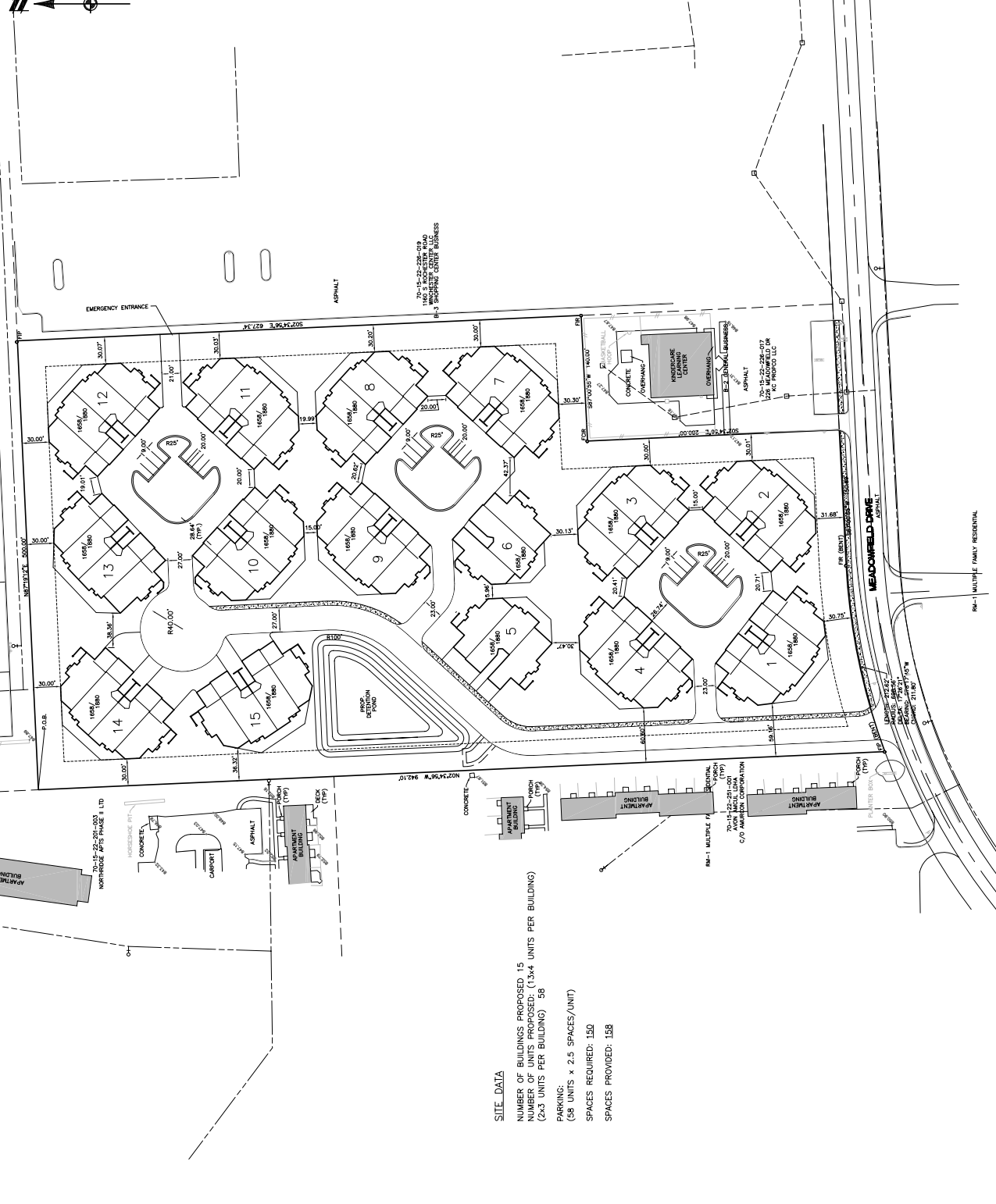
3 WORKING DAYS
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 1-800-482-7171
 For the location of underground facilities

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NOT FOR CONSTRUCTION

LEGEND

- EXISTING DRIVE
- PROPOSED DRIVE
- EXISTING SIDEWALK
- PROPOSED SIDEWALK
- EXISTING CURB
- PROPOSED CURB
- EXISTING ASPHALT
- PROPOSED ASPHALT
- EXISTING CONCRETE
- PROPOSED CONCRETE
- EXISTING GRAVEL
- PROPOSED GRAVEL
- EXISTING SAND
- PROPOSED SAND
- EXISTING GRAVEL/SAND
- PROPOSED GRAVEL/SAND
- EXISTING ASPHALT/CONCRETE
- PROPOSED ASPHALT/CONCRETE
- EXISTING ASPHALT/CONCRETE/GRASS
- PROPOSED ASPHALT/CONCRETE/GRASS
- EXISTING ASPHALT/CONCRETE/GRASS/WATER
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- EXISTING ASPHALT/CONCRETE/GRASS/WATER/STONE
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- PROPOSED ASPHALT/CONCRETE/GRASS/WATER/STONE/PAVING/PAVING/PAVING/PAVING/PAVING/PAVING



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

FOR THE LOCATION OF UNDERGROUND UTILITIES

CALL 1-800-482-7171

THE LOCAL WORKING GROUP HAS BEEN ADVISED OF YOUR PROJECT AND WILL BE AVAILABLE TO ASSIST YOU IN LOCATING UNDERGROUND UTILITIES. THE LOCAL WORKING GROUP IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE LOCAL WORKING GROUP IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED. THE LOCAL WORKING GROUP IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED.

NOTICE:
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE LOCAL WORKING GROUP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE LOCAL WORKING GROUP. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE LOCAL WORKING GROUP.

NOT FOR CONSTRUCTION

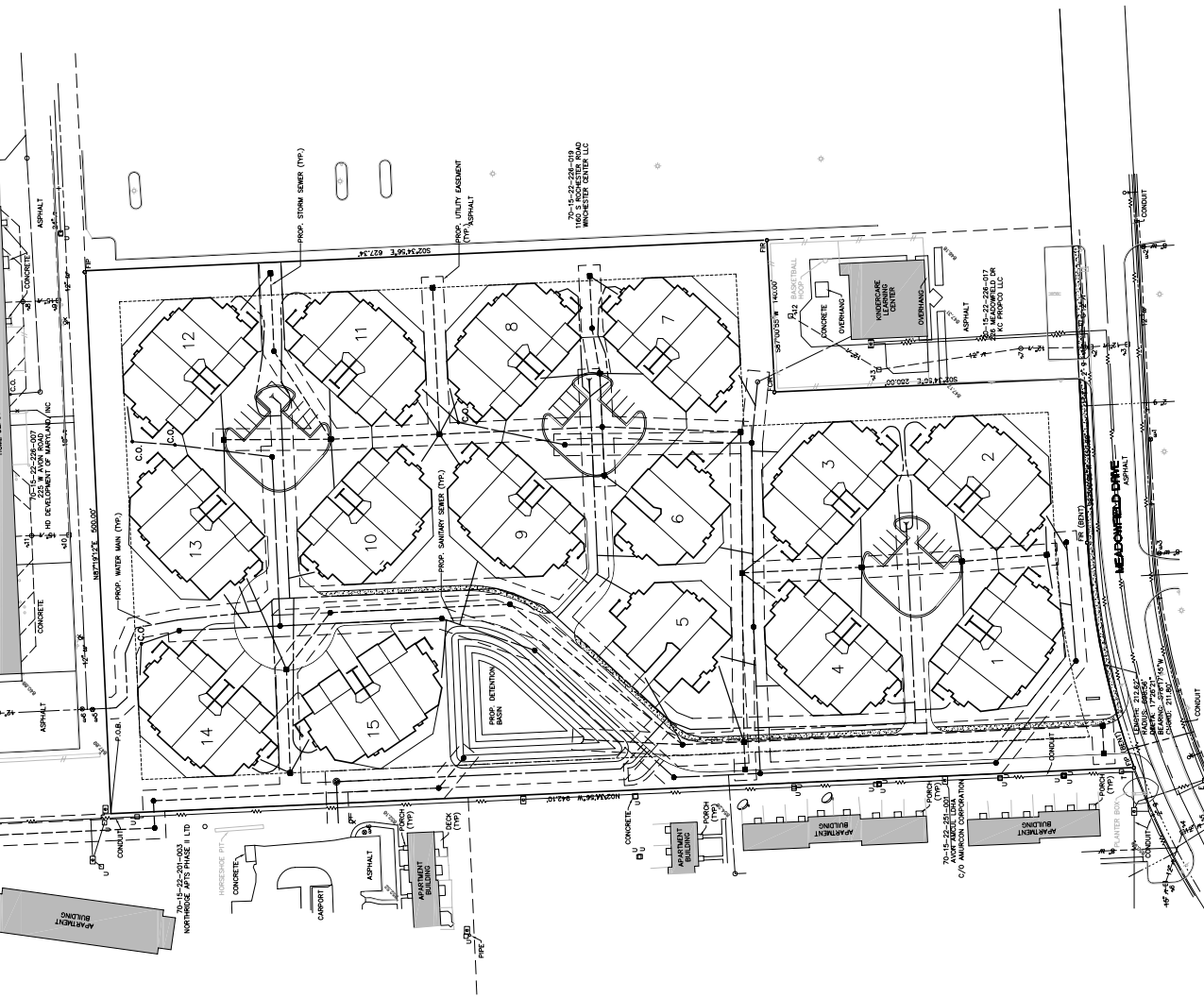
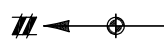
ATWELL-HICKS
 Engineering • Planning • Surveying • Environmental • Water/Wastewater
 666 S. 4th St., Suite 200
 Michigan, Illinois, Ohio
 www.atwell-hicks.com

MEADOWFIELD DEVELOPMENT
 PRELIMINARY SITE PLAN
 OMBARDO ROCHESTER HILLS L.L.C.

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

CLIENT: OMBARDO ROCHESTER HILLS L.L.C.
 CAD FILE: 201408SP-05-L
 DATE: 06-10-05

SCALE: 1" = 50 FEET
 DR. JVE, CH. DPB
 P.M. K. RELECK
 BOOK: 102-85
 SHEET: 102-296-05



LEGEND

○	EXIST. STORM SEWER
○	PROP. STORM SEWER
○	PROP. SANITARY SEWER
○	PROP. WATER MAIN
○	PROP. GAS MAIN
○	PROP. ELECTRIC MAIN
○	PROP. TELEPHONE MAIN
○	PROP. CABLE TV MAIN
○	PROP. FIBER OPTIC MAIN
○	PROP. SANITARY SEWER
○	PROP. WATER MAIN
○	PROP. GAS MAIN
○	PROP. ELECTRIC MAIN
○	PROP. TELEPHONE MAIN
○	PROP. CABLE TV MAIN
○	PROP. FIBER OPTIC MAIN
○	PROP. SANITARY SEWER
○	PROP. WATER MAIN
○	PROP. GAS MAIN
○	PROP. ELECTRIC MAIN
○	PROP. TELEPHONE MAIN
○	PROP. CABLE TV MAIN
○	PROP. FIBER OPTIC MAIN
○	PROP. SANITARY SEWER
○	PROP. WATER MAIN
○	PROP. GAS MAIN
○	PROP. ELECTRIC MAIN
○	PROP. TELEPHONE MAIN
○	PROP. CABLE TV MAIN
○	PROP. FIBER OPTIC MAIN

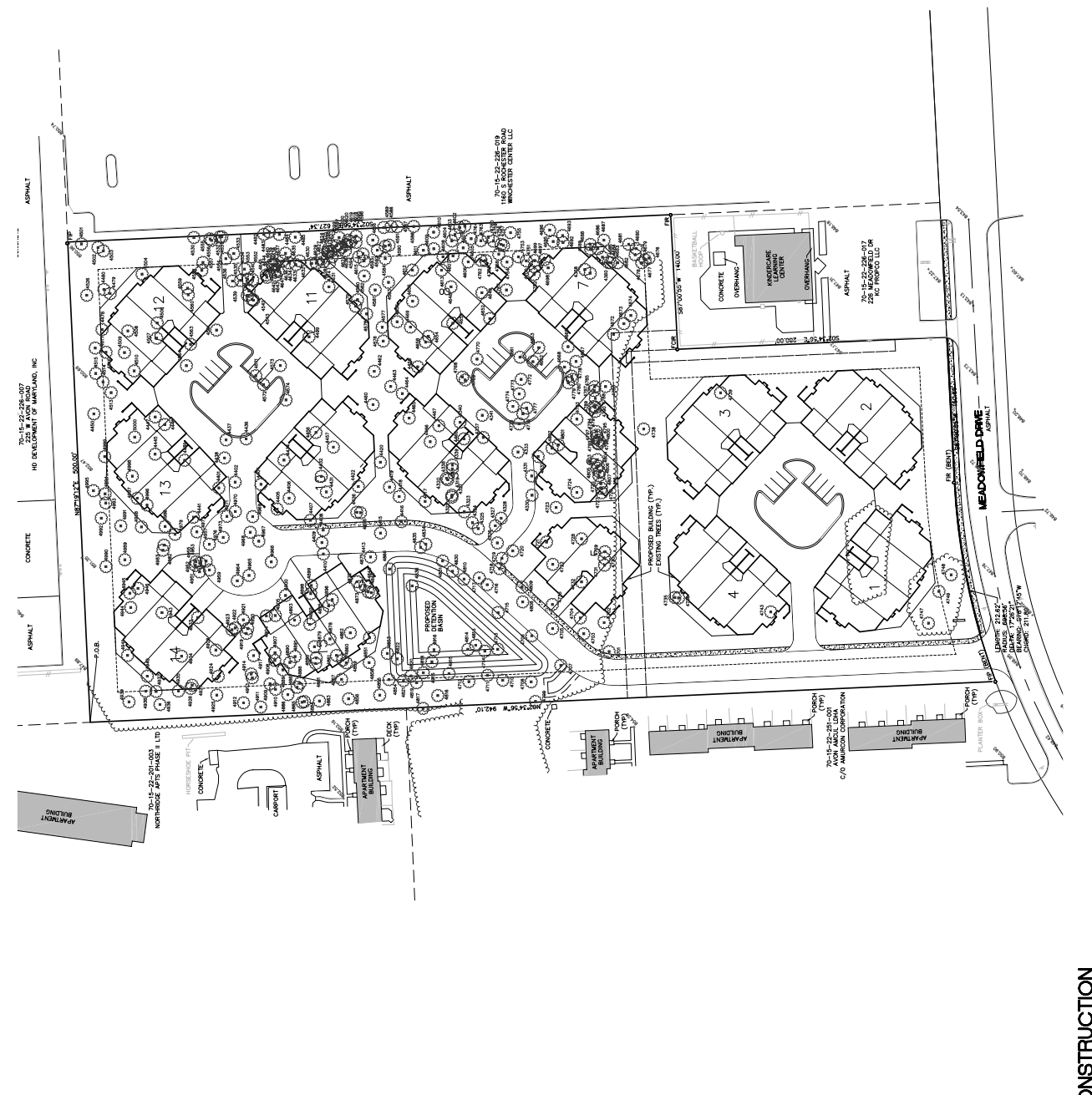
NOT FOR CONSTRUCTION

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

NOTICE:
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL UTILITIES AND UNDERGROUND FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND UNDERGROUND FACILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES AND UNDERGROUND FACILITIES.

LEGEND

○	EXIST. STORM SEWER
○	PROP. STORM SEWER
○	PROP. SANITARY SEWER
○	PROP. WATER MAIN
○	PROP. GAS MAIN
○	PROP. ELECTRIC MAIN
○	PROP. TELEPHONE MAIN
○	PROP. CABLE TV MAIN
○	PROP. FIBER OPTIC MAIN
○	PROP. SANITARY SEWER
○	PROP. WATER MAIN
○	PROP. GAS MAIN
○	PROP. ELECTRIC MAIN
○	PROP. TELEPHONE MAIN
○	PROP. CABLE TV MAIN
○	PROP. FIBER OPTIC MAIN



LEGEND

	EXISTING CONTOUR
	EXISTING STORM SEWER
	EXISTING SANITARY SEWER
	APPROXIMATE EXISTING UNDERGROUND GAS
	APPROXIMATE EXISTING OVERHEAD UTILITY LINES
	APPROXIMATE EXISTING UNDERGROUND TELEPHONE
	APPROXIMATE EXISTING UNDERGROUND CABLE
	EXISTING CURB AND GUTTER
	EXISTING TREE OR BRUSH LIMIT
	EXISTING MANHOLE
	EXISTING CATCH BASIN/VALVE
	EXISTING FIRE HYDRANT
	EXISTING CLEAN-OUT
	EXISTING WATER MAIN - 48"
	EXISTING WATER MAIN - 36"
	EXISTING UTILITY POLE
	EXISTING GAS MAIN
	EXISTING GAS RISER
	EXISTING UTILITY RISER
	EXISTING ELECTRIC RISER
	EXISTING ELECTRIC TRANSFORMER
	EXISTING SATELLITE DISH
	EXISTING POST
	EXISTING MAILBOX
	EXISTING STREET ELEVATION
	EXISTING BACK OF CURB
	FOUND IRON PIPE
	FOUND CAST IRON PIPE
	SECTION CORNER
	DECIDUOUS TREE

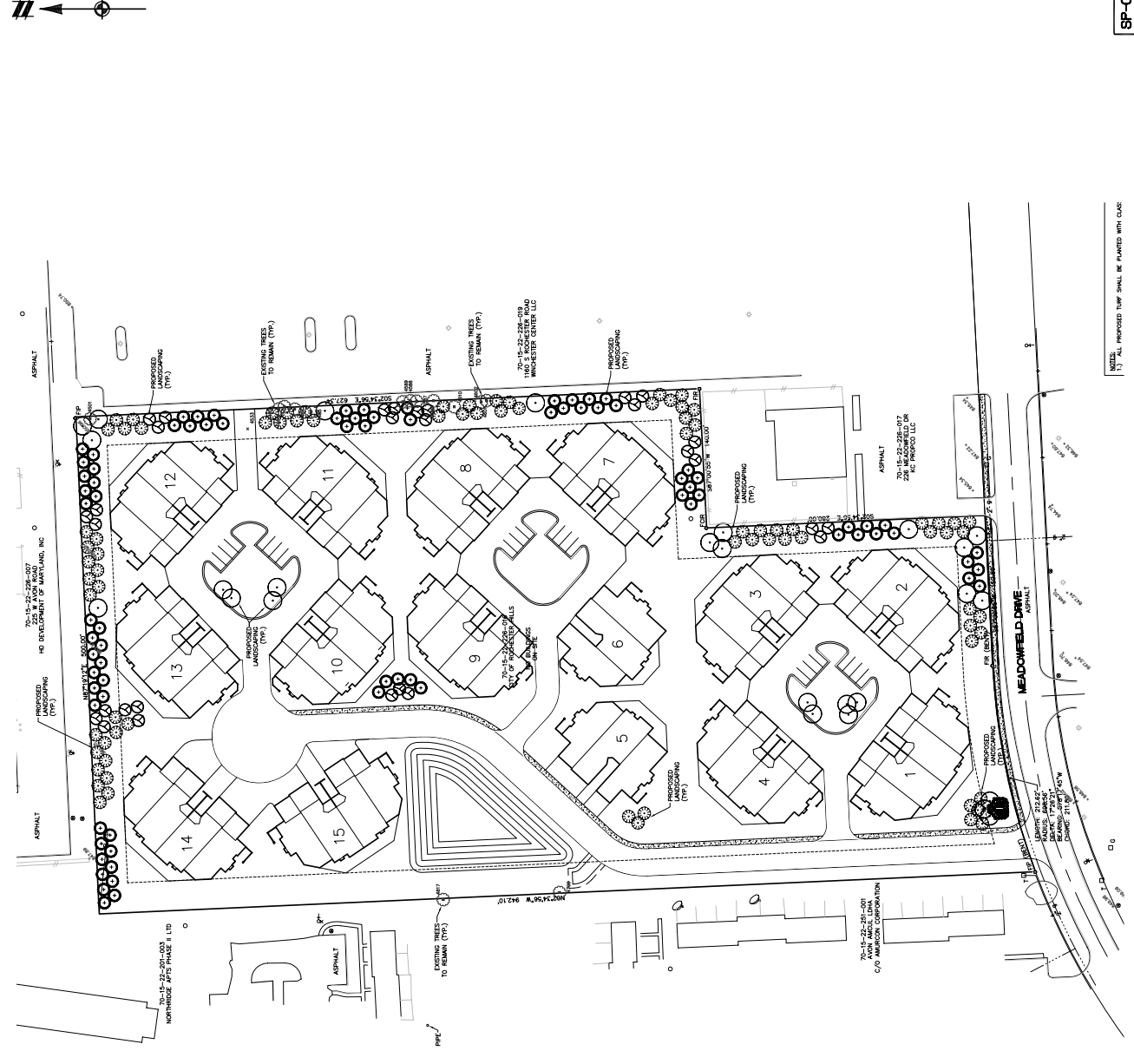
3 WORKING DAYS BEFORE YOU DIG
 CALL 811
 1-800-487-3777
 FOR THE LOCATION OF ALL UNDERGROUND UTILITIES

THE LOCAL WORKING GROUP HAS IDENTIFIED THE LOCATION OF ALL UNDERGROUND UTILITIES FOR THE LOCATION OF ALL UNDERGROUND UTILITIES. THE LOCAL WORKING GROUP HAS IDENTIFIED THE LOCATION OF ALL UNDERGROUND UTILITIES FOR THE LOCATION OF ALL UNDERGROUND UTILITIES. THE LOCAL WORKING GROUP HAS IDENTIFIED THE LOCATION OF ALL UNDERGROUND UTILITIES FOR THE LOCATION OF ALL UNDERGROUND UTILITIES.

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NOT FOR CONSTRUCTION



NOT FOR CONSTRUCTION

3 WORKING DAYS
 BEFORE DIG
 BECAUSE WE MISS DIG
 1-800-482-7171

FOR THE LOCATION OF
 UNDERGROUND UTILITIES

NOTICE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

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EXHIBIT D
New PUD Ordinance Provisions

Lawn, from Rochester to a point four hundred thirty (430) feet westerly thereof

A motion was made by Barnett, seconded by Dalton, that this matter be Postponed by Resolution until further clarification is provided by City Staff regarding time and day restrictions. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Raschke and Robbins

Nay: Duistermars

Absent: Holder

ORDINANCE FOR INTRODUCTION

2004-1057 Acceptance for First Reading - An Ordinance to repeal Sections 138-1001 through 138-1008, of Chapter 138, Zoning, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, adopt new Sections 138-1001 through 138-1008 governing Planned Unit Developments, repeal conflicting or inconsistent ordinances, and prescribe a penalty for violations

A motion was made by Dalton, seconded by Duistermars, that this matter be Accepted for First Reading by Resolution upon the condition that a portion of Section 138-1003b be stricken prior to second reading and approval. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Raschke and Robbins

Absent: Holder

ORDINANCE FOR ADOPTION

2005-0185 Acceptance for Second Reading and Adoption - An Ordinance to Amend Sections 54-741 through 54-745 of Article XII, Utilities, of Chapter 54, Fees, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, to Modify Water and Sewer Rates and Fees, repeal conflicting ordinances, and prescribe a penalty for violations

A motion was made by Barnett, seconded by Duistermars, that this matter be Accepted for Second Reading and Adoption by Resolution. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Raschke and Robbins

Absent: Holder

2005-0379 Acceptance for Second Reading and Adoption - An Ordinance to Amend Chapter 102, Utilities, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, to Revise the Depository Fund and Surplus Fund Structure for Water and Sewage Disposal System Revenues, and to repeal conflicting ordinances

A motion was made by Raschke, seconded by Dalton, that this matter be Accepted for Second Reading and Adoption by Resolution. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Raschke and Robbins

ORDINANCE FOR ADOPTION

2004-1057 Acceptance for Second Reading and Adoption - An Ordinance to Repeal Sections 138-1001 through 138-1008, of Chapter 138, Zoning, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan. Adopt new Sections 138-1001 through 138-1008 governing Planned Unit Developments, repeal conflicting or inconsistent ordinances, and prescribe a penalty for violations

A motion was made by Robbins, seconded by Dalton, that this matter be Accepted for Second Reading and Adoption by Resolution. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Holder, Raschke and Robbins

2004-0905 Acceptance for Second Reading and Adoption - An Amendment to Chapter 138 of the Code of Ordinances to rezone three parcels of land totaling approximately 80 acres, known as Parcel Nos. 15-15-376-001, 15-15-451-003 and -006 to PUD (Planned Unit Development) - City File No. 94-426, Rochester College, applicant.

A motion was made by Dalton, seconded by Robbins, that this matter be Accepted for Second Reading and Adoption by Resolution. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Holder, Raschke and Robbins

2005-0361 Approval of the Planned Unit Development (PUD) Agreement for Rochester College, City File No. 94-426, located north of Avon, west of Rochester Road, Zoned SP, Special Purpose District, known as Parcel Nos. 15-15-376-001, 15-15-451-003 and 15-15-451-006, Rochester College, applicant.

A motion was made by Dalton, seconded by Duistermars, that this matter be Adopted by Resolution. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Holder, Raschke and Robbins

ORDINANCE FOR INTRODUCTION

2005-0421 Acceptance for First Reading - An Ordinance to Amend Section 118-98 of Chapter 118, Historical Preservation, of the Code of Ordinances of the City of Rochester Hills, Oakland County, Michigan, to modify the Noncontiguous Historic Districts listing concerning Rochester College, repeal conflicting or inconsistent ordinances, and to prescribe a penalty for violations

A motion was made by Dalton, seconded by Robbins, that this matter be Accepted for First Reading by Resolution upon the condition that further clarification is provided defining the use of the term "part of" with regards to the specific parcel in question. The motion carried by the following vote:

Aye: Hill, Barnett, Dalton, Duistermars, Holder, Raschke and Robbins

UNFINISHED BUSINESS

ORDINANCE NO. 144

AN ORDINANCE TO REPEAL SECTIONS 138-1001 THROUGH 138-1008 OF CHAPTER 138, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, ADOPT NEW SECTIONS 138-1001 THROUGH 138-1008 GOVERNING PLANNED UNIT DEVELOPMENTS, REPEAL CONFLICTING OR INCONSISTENT ORDINANCES, AND PRESCRIBE A PENALTY FOR VIOLATIONS.

THE CITY OF ROCHESTER HILLS ORDAINS:

Section 1. Chapter 138 of the Code of Ordinances of the City of Rochester Hills shall be, and is, repealed in its entirety, and the following new Chapter 138 shall be adopted in its place:

DIVISION 18. PLANNED UNIT DEVELOPMENT OPTION:

Sec. 138-1001. Purpose and Applicable Regulations.

(a) The Planned Unit Development (PUD) Option is intended to permit, with City Council approval subject to Section 138-1005, private or public development which is substantially in accordance with the goals and objectives of the City's Master Land Use Plan.

(b) The development permitted under this Section, Planned Unit Development Option, shall be considered an optional means of development only upon terms agreeable to the City. The provision of this option imposes no obligation on the City to encourage or foster its use. The decision whether to approve the use of this option shall be at the sole discretion of the City Council.

(c) The PUD Option permits flexibility in the regulation of land development by encouraging innovation through an overall development plan to provide variety in design layout; to achieve economy and efficiency in the use of land, natural resources, energy and the provision of public services and utilities; to encourage the creation of useful open spaces particularly suited to the needs of the parcel(s) in question; and provide appropriate housing, employment, service and shopping opportunities.

(d) It is further intended that the PUD Option may be used to permit nonresidential uses of residentially zoned areas; to permit residential uses of nonresidential zoned areas; to permit densities or lot sizes that are different from the applicable district(s) and to permit the mixing of land uses that would otherwise not be permitted; provided that other objectives are met and the resulting development will promote the public health, safety and welfare.

(e) It is further intended that the development will be laid out so that the various land uses and building bulk will relate to each other and to adjoining existing and planned uses in such a way that they will be compatible, with no material adverse impact of one use on another.

Sec. 138-1002. Definition.

The term "Planned Unit Development" means a specific parcel of land or several contiguous parcels of land, for which a comprehensive physical plan meeting the requirements of this Section, establishing functional use areas, density patterns, a fixed system of streets (where necessary), provisions for public utilities, drainage and other essential services and similar factors necessary or incidental to development has been approved by the City Council and which has been, is being, or will be developed in accordance with the approved Final Plan.

Sec. 138-1003. Criteria for Qualification.

The PUD Option may be used in any Zoning District classification; however, in order to qualify for the PUD Option, it must be demonstrated that all of the following criteria will be met:

- (a) The PUD Option shall not be used for the sole purpose of avoiding applicable requirements of this Chapter. The proposed activity, building or use not normally permitted shall result in an improvement to the public health, safety and welfare in the area affected.
- (b) The PUD Option shall not be utilized in situations where the same land use objectives can be accomplished by the application of conventional zoning provisions or standards.
- (c) The PUD Option may be used only when the proposed land use will not materially add service and facility loads beyond those contemplated in the Master Land Use Plan. The applicant must demonstrate to the satisfaction of the City that the added loads will be accommodated or mitigated by the applicant as part of the PUD.
- (d) The PUD shall meet as many of the following objectives as may be deemed appropriate by the City:
 - 1. To preserve, dedicate or set aside open space or natural features due to their exceptional characteristics or their environmental or ecological significance in order to provide a permanent transition or buffer between land uses, or to require open space or other desirable features of a site beyond what is otherwise required in this Chapter.
 - 2. To guarantee the provision of a public improvement that would not otherwise be required to further the public health, safety or welfare, protect existing uses or potential future uses in the vicinity of the proposed development from the impact of a proposed use, or alleviate an existing or potential problem relating to public facilities.
 - 3. To promote the goals and objectives of the Master Land Use Plan and other applicable long range plans such as the Master Thoroughfare Plan.
 - 4. To preserve and appropriately redevelop unique or historic sites.

5. To permanently establish land use patterns that are compatible with or will protect existing or planned uses.
6. To provide alternative uses for parcels that can provide transition or buffers to residential areas and to encourage redevelopment of sites where an orderly transition or change of use is desirable.
7. To enhance the aesthetic appearance of the City through quality building design and site development.

Sec. 138-1004. Uses Permitted.

(a) A land use plan shall be submitted for the area within the PUD. The land use plan shall be defined by the districts of the zoning ordinance that are to apply to the components of the PUD area.

(b) Principal Uses Permitted and Special Land Uses Permitted in the Zoning Ordinance shall be allowed within the districts identified on the PUD Plan, except that City Council may prohibit some uses from districts designated on the PUD Plan. City Council may also permit uses not otherwise permitted in the district if specifically noted on the PUD Plan. Conditions applicable to Principal Uses Permitted and Special Land Uses Permitted shall be used as guidelines for design and layout. Conditions may be waived or modified by the Planning Commission provided that such waivers or modifications are indicated on the PUD Plan.

Sec. 138-1005. Height, Bulk, Density and Area Standards.

The height, bulk, density and setbacks standards of each zoning district shall be applied to each specific district area designated on the PUD plan, except as specifically modified and noted on the PUD Plan.

Sec. 138-1006. Submittal, Review and Approval Process.

The submittal, review and approval process shall consist of the following two steps:

(a) Step One: PUD Option Application and Concept Plan.

1. Authorized applicant. A person owning or controlling the land may request consideration of the PUD option. The applicant shall submit a request for a determination as to whether the parcel qualifies for the PUD Option under the criteria set forth, below, in Paragraph 3, Planning Commission Review.
2. Submittal of proposed PUD Concept Plan. Application shall be made to the Planning Department for review and recommendation by the Planning Commission. The application shall include the following:

- a. A Certified boundary survey of the exact acreage being requested prepared by a registered land surveyor (scale: not smaller than one (1) inch equals one hundred (100) feet).
- b. A topographic map of the entire area at a contour interval of not more than two (2) feet. This map shall indicate all major stands of trees, bodies of water, wetlands and unbuildable areas (scale: not smaller than one (1) inch equals one hundred (100) feet).
- c. A proposed Project Land Use Plan identifying the following items of information. The Project Land Use Plan shall be drawn at a scale no smaller than one (1) inch equals one hundred (100) feet (1" = 1 00'):
 - i. Land use areas requested in the PUD Option and identified or defined by the proposed zoning districts.
 - ii. Vehicular and pedestrian circulation, including major drives, the location of vehicular and pedestrian access points, non-motorized and pedestrian pathways, and cross sections and public or private streets.
 - iii. Transition treatment, including minimum building setbacks from property lines and land use boundaries within the PUD.
 - iv. The general location of nonresidential buildings and parking areas, estimated floor areas, building coverage, number of stories, building height, and proposed building facade elevations.
 - v. The general location and density of proposed residential unit types, including lot width and lot area for detached single family residences.
 - vi. The general location of all woodlands, wetlands, water bodies and watercourses and proposed stormwater management facilities.
 - vii. The boundaries of open space areas that are to be preserved and reserved and an indication of the proposed ownership thereof.
 - viii. A schematic landscape treatment plan for open space areas, streets and border/transition areas within the PUD and along perimeter property lines.
 - ix. A preliminary grading plan, identifying the extent of grading and any areas that are not to be graded or disturbed.
 - x. A preliminary utility plan, including a contemplated water distribution, storm and sanitary sewer plan.
 - xi. Any deed restrictions or restrictive covenants associated with the property.

- xii. All easement locations.
 - xiii. A written statement explaining in detail the Applicant's full intentions under the PUD Option including the type of dwelling units or uses contemplated and resulting population, floor area, parking and supporting documentation, including the intended schedule of development.
3. Planning Commission Review and Public Hearing. The Planning Commission shall hold a public hearing, report its findings and make a recommendation to the City Council concerning the PUD Option Application and Concept Plan. The Planning Commission shall review the proposed PUD Concept Plan for compliance with the following objectives and requirements:
- a. The proposed PUD promotes the land use goals and objectives of the City.
 - b. All applicable provisions of this Division shall be met. Where provisions of this Division conflict with any other sections of this Chapter, the provisions of this Division shall control and apply to the lands within a PUD area.
 - c. There is, or will be at the time of initial development, adequate means of disposing of sanitary sewage and supplying the development with water, and the road system and storm water drainage system are adequate.
4. City Council Review. Upon receipt of the Planning Commission recommendation, City Council shall review the PUD Option Application and Concept Plan and make the final determination on the Applicant's fulfillment of the above stated objectives and requirements.
- a. If City Council approves the application, it shall require the applicant to prepare a PUD contract, conforming to Section 138-1008 below, setting forth the conditions upon which the City's approval is based. After review and recommendation by the City Attorney, Planning Commission and subsequent approval by the City Council, the contract shall be executed by the City and the applicant. Approval shall be granted only if the City Council determines all provisions of this Chapter have been met and that the proposed development will not adversely affect the public health, safety and welfare.
 - b. Once an application for PUD and the Concept Plan has been approved by the City Council, no development or other use may take place on the property within the PUD except in accordance with the approved Concept Plan or in accordance with an approved amendment thereto.
 - c. No approved plan shall be terminated except with the approval of the City Council and the applicant, its successor or assign.

(b) Step Two: Submission of Final Plats, Site Plans and Schedule for Completion of the Approved PUD.

1. Prior to the issuance of any permits for activity within the PUD area, final plats or site plans and open space plans for a project area shall be submitted to the Planning Department for review and recommendation by the Planning Commission and final City Council approval based on the following:
 - a. Review and approval of site plans shall comply with this Section except as otherwise modified in the approved PUD plan. Review and approval of plats shall comply with Act No. 288 of the Public Acts of Michigan of 1967 (MCL 560.101, et seq., MSA 26.430 (101), et seq.), as amended, and applicable Ordinances of the City.
 - b. Before approving any final plat or plan, the Planning Commission shall determine that:
 - i. All portions of the project area shown upon the approved plan for the PUD for use by the public or the residents within the PUD have been dedicated to such use in the PUD contract;
 - ii. The final plats or site plans are in conformance with the approved PUD contract and PUD plan;
 - iii. In accordance with the PUD contract, provisions have been made to guarantee open space and common area improvements shown on the Final Plan, and that maintenance of such improvements is assured in accordance with the PUD contract.
2. Plans for tree removal permit and wetland permit review shall be submitted at the time of Step Two review.
3. Final plats or site plans for the PUD area must be submitted and approved within two (2) years of the execution of the PUD contract, or such other period of time stated in the PUD contract. If such plats or plans have not been submitted and approved within the prescribed time, the right to develop under the approved plan may be terminated by the City.
4. If development of approved final plats or site plans is not substantially completed in three (3) years (or such other period of time stated in the PUD contract) after approval, further final submittals under the PUD shall cease until the development of part in question is completed or cause can be shown for not completing same.

Sec. 138-1007. Fees.

Fees for review of PUD Plans under this Chapter shall be set forth in City Code Chapter 110.

Sec. 138-1008. PUD Contract.

The PUD contract shall contain, at a minimum, the following information:

- (a) The permitted uses of the property.
- (b) The permitted density and/or intensity of use.
- (c) Dimensional provisions, including but not limited to building floor areas, setbacks, and building height.
- (d) Provisions for reservations or dedications of land for public purposes, if applicable.
- (e) Conditions, terms, restrictions and requirements on which approval is based, including phasing requirements, requirements for on-site or off-site improvements and contributions to improvements to public facilities.
- (f) A timeframe for commencement and completion of improvements associated with the PUD, including both public infrastructure improvements and internal site improvements, along with the means of ensuring that all public improvements are constructed and maintained.
- (g) A statement indicating that, except as otherwise provided by the contract, regulations governing permitted uses of land, density, design, improvement and construction standards and specifications applicable to development of the property shall be the regulations in force at the time. The PUD contract shall not prevent the City from applying new or amended regulations that do not conflict with the PUD contract.
- (h) A requirement that if changes in federal or state laws or regulations enacted after the contract has been executed operate to prevent compliance with parts of the contract, or render compliance impractical or unreasonably difficult, the inconsistent provisions of the agreement shall be modified, deleted or suspended as necessary to conform to such changes in federal or state law.
- (i) Procedures for amending the PUD contract.
- (j) Penalties for violating the PUD contract or failing to complete improvements included in the PUD.

Sec. 138-1009. Amendments to PUD Plan.

Proposed amendments or changes to an approved PUD Plan shall be submitted to the Planning Commission. The Planning Commission shall determine whether the proposed modification is minor in nature and does not to violate the area and density requirements or materially affect the overall character of the PUD plan. In such case, the Planning Commission

may approve or deny the proposed amendment. If the Planning Commission determines the proposed amendment is material in nature, the amendment must be reviewed by the Planning Commission and approved by the City Council in accordance with the procedures applicable to Final Approval of the Planned Unit Development.

Section 2. Severability. This ordinance and each article, section, subsection, paragraph, subparagraph, part, provision, sentence, word and portion thereof are hereby declared to be severable, and if they or any of them are declared to be invalid or unenforceable for any reason by a court of competent jurisdiction, it is hereby provided that the remainder of this ordinance shall not be affected thereby.

Section 3. Penalty. All violations of this ordinance shall be municipal civil infractions and upon a determination of responsibility therefor shall be punishable by a civil fine of not more than \$500.

Section 4. Repeal, Effective Date, Adoption.

(1) Repeal. All regulatory provisions contained in other City ordinances, which are inconsistent with the provisions of this ordinance, are hereby repealed.

(2) Effective Date. This ordinance shall become effective on July 1, 2005, following its publication in the *Rochester Eccentric* on June 30, 2005.

(3) Adoption. This ordinance was adopted by the City Council of the City of Rochester Hills at a meeting thereof held on Wednesday, June 22, 2005.

Pat Somerville, Mayor
City of Rochester Hills

CERTIFICATE

I hereby certify that the foregoing ordinance was adopted by the City Council of the City of Rochester Hills at a meeting thereof on Wednesday, June 22, 2005.

Jane Leslie, Clerk
City of Rochester Hills

EXHIBIT E
Final PUD Plans including Elevations

SHEFFIELD

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

PROPRIETOR
LOMBARDO ROCHESTER HILLS, L.L.C.
 6303 26 MILE ROAD, SUITE 200
 WASHINGTON TOWNSHIP, MI 48094
 PHONE: (586) 781-7800
 FAX: (586) 781-5588

ENGINEER - SURVEYOR
ATWELL-HICKS
 5082 SCHOENHER ROAD
 SHELBY TOWNSHIP, MICHIGAN 48315
 PHONE: (586) 786-8600
 FAX: (586) 786-5588

LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR THE 1/4 OF SECTION 22, TOWN 3 NORTH, RANGE 11 EAST, AVON TOWNSHIP, NOW CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:
 Part of the Northwest 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, S24°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 S24°56'E 692.34 feet, thence S12°00'00"E 100.00 feet, thence S88°56'00"E 942.10 feet, thence S12°00'00"E 100.00 feet and a chord bearing of S78°17'45"W, thence N23°56'W 942.10 feet to the point of beginning.

SITE DATA

THE CURRENT ZONING CLASSIFICATION IS SP (SPECIAL PURPOSE) TO BE RECLASSIFIED PUD
 SITE AREA: 9.36 AC.
 LOT COVERAGE: AC
 NUMBER OF BUILDINGS: 15
 COVERAGE: 48/9.58 = 6.05 UNITS PER ACRE
 SETBACKS:
 FRONT: 30'
 SIDE: 30'
 CORNER TO CORNER: 15'
 5' SIDEWALK PROVIDED ON EAST SIDE OF MAIN ROAD AND ALONG MEADOWFIELD DRIVE RIGHT OF WAY.
PARKING REQUIREMENTS
 NUMBER OF BUILDINGS PROPOSED: 15
 NUMBER OF UNITS PROPOSED: (13x4) UNITS PER BUILDING
 (2x3) UNITS PER BUILDING = 58
 PARKING:
 SPACES REQUIRED: 150
 SPACES PROVIDED: 154
 (58 UNITS x 2.5 SPACES/UNIT)



3 WORKING DAYS BEFORE COMMENCEMENT OF CONSTRUCTION
 FOR THE LOCATION OF UNDERGROUND FACILITIES
 SPECIAL AND APPROPRIATE MAY VARY AND SHALL BE DETERMINED BY THE REPRESENTATIVE OF THE CONTRACTOR SHALL DETERMINE THE LOCATION OF ALL UTILITIES AND LOCATED TO THE UTILITY CONTRACTOR'S WORK, AND LOCATED TO THE UTILITY CONTRACTOR'S WORK, AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
NOTICE:
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND PROPERTY ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL AND PROPERTY ON THE SITE.
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SHEET INDEX

- CP-01 COVER SHEET
- CP-02 TOPOGRAPHIC SURVEY & DEMOLITION PLAN
- TP-02 TREE SURVEY
- TP-03 TREE INVENTORY SHEET 2
- TP-04 TREE INVENTORY SHEET 3
- CP-03 SITE LAYOUT PLAN
- CP-04 SOIL EROSION AND SEDIMENTATION CONTROL PLAN
- CP-05 DETAILED GRADING PLAN (NORTH)
- CP-06 DETAILED GRADING PLAN (SOUTH)
- CP-07 OVERALL UTILITY PLAN
- CP-08 SANITARY SEWER & WATER MAIN PLAN AND PROFILES
- CP-09 SANITARY SEWER & WATER MAIN PLAN AND PROFILES
- CP-10 STORM SEWER PLAN AND PROFILES
- CP-11 STORM SEWER PLAN AND PROFILES
- CP-12 SITE DETAIL SHEET
- CP-13 LANDSCAPING PLAN
- CP-14 LANDSCAPE DETAILS AND CALCULATIONS
- CP-14A IRRIGATION PLAN
- CP-14B DRAINAGE AREA PLAN
- CP-15 SANITARY DETAIL SHEET 1
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- CP-17 STORM SEWER DETAIL SHEET
- CP-18 WATER MAIN DETAIL SHEET 1
- CP-19 WATER MAIN DETAIL SHEET 2
- CP-20 WATER MAIN DETAIL SHEET 2
- CP-21 SOIL EROSION DETAIL SHEET



OVERALL SITE MAP
 SCALE APPROX. 1" = 1000'

UTILITY QUANTITIES (FOR SHEFFIELD DEVELOPMENT)

- SANITARY: 2" CLEAN-OUTS
- 1,944 L.F. OF 8" ABS TRUSS
- 644 L.F. OF 6" ABS SDR 215
- WATER: 4" DWV
- 4" DWV
- 5 HYDRANTS

SANITARY SEWER BASIS OF DESIGN

SANITARY SEWER BASIS OF DESIGN	
NUMBER OF UNITS	58 UNITS 100 Children 200 PEOPLE (58 UNITS X 3.5 PEOPLE/UNIT) 12 CHILDREN (100 X 0.12 PERS/STUDENT) 120 GPD (100 x 1.2 gpd/capita/day) TOTAL: 20,420 GPD
PEAK FACTOR (PF)	4.00
CURRENT PEAK RATE	81,680 GPD (ADF x PF)
AVERAGE DAILY FLOW (ADF)	20,320 GPD (ADF x PF) 0.132 CFS

*The capacity of the existing 8" pipe is approximately 0.76 CFS.

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COVER SHEET
 SHEFFIELD DEVELOPMENT
 LOMBARDO ROCHESTER HILLS L.L.C.
 SECTION 22
 TOWN 3 NORTH, RANGE 11 EAST
 CITY OF ROCHESTER HILLS
 OAKLAND COUNTY, MICHIGAN

DATE: 08-18-05
 REVISIONS:
 SHEET NO. 01 OF 01
 SCALE: 1" = 0 FEET
 DR. DLM CH. DPB
 P.M. K. BELEYX
 BOOK: 022-288
 SHEET NO. 01 OF 01
 FILE NO. 402-54-01



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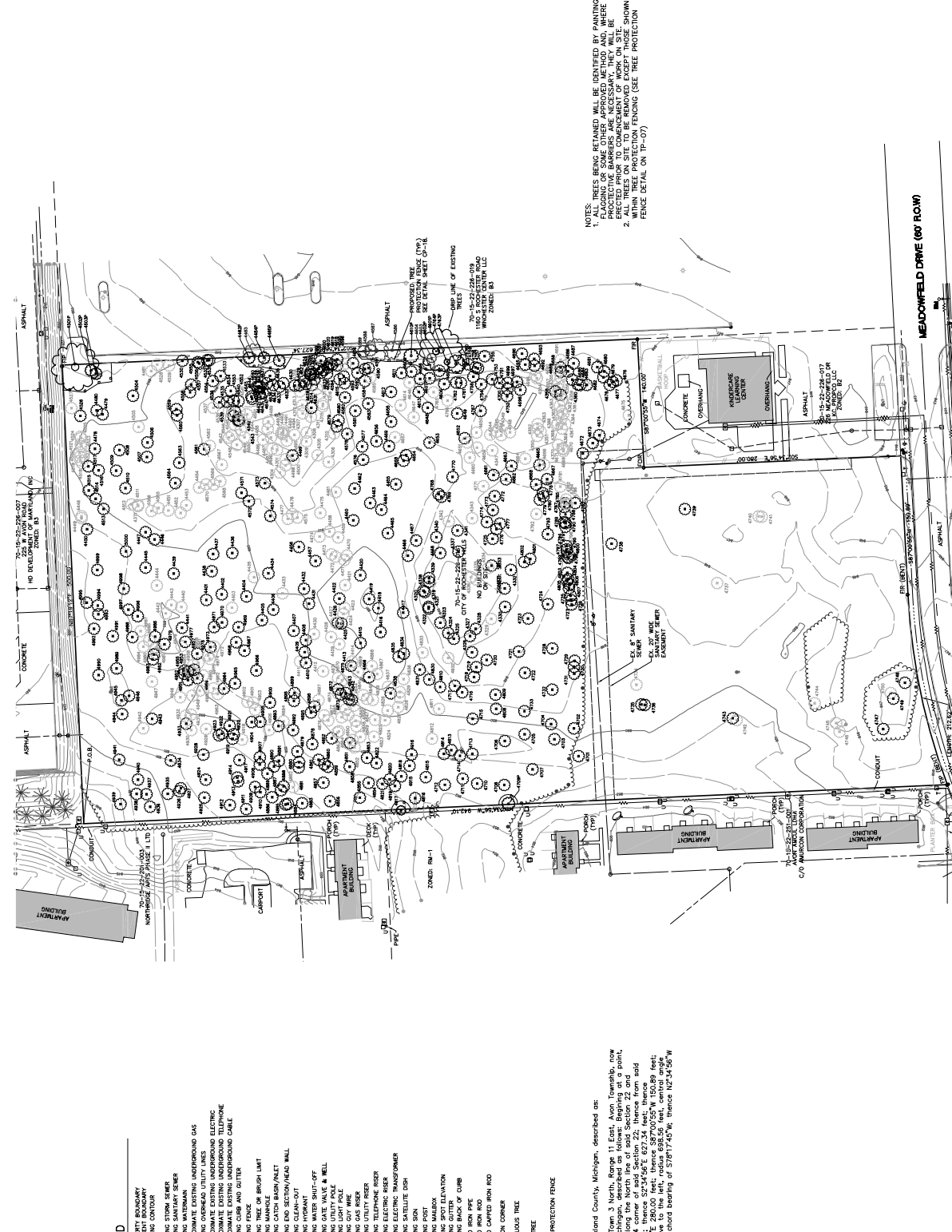
OAKLAND COUNTY, MICHIGAN
 CITY OF ROCHESTER HILLS
 TOWN 3 NORTH, RANGE 11 EAST
 SECTION 22
 SHEFFIELD DEVELOPMENT
 SITE PLANS
 TREE SURVEY

CAD FILE 20140618-02-TS

SCALE: 1" = 60 FEET
 DR. KMD, INH, DFB
 P.M. K. BLECK
 BOOK 102-85
 FILE NO. 4802-64-02

DATE: 08-16-05

ROCHESTER HILLS FILE #05-016
 TP-02



NOTES:
 1. ALL TREES BEING RETAINED WILL BE IDENTIFIED BY PAINTING, FLAGGING OR SOME OTHER APPROVED METHOD AND, WHERE APPLICABLE, A TREE SURVEY MONITORING POINT SHALL BE ERRECTED PRIOR TO COMMENCEMENT OF WORK ON SITE.
 2. ALL TREES TO BE REMOVED SHALL BE IDENTIFIED WITH A NUMBER WITHIN TREE PROTECTION FENCING (SEE TREE PROTECTION FENCE DETAIL ON TP-07)
 3. TREE SURVEY MONITORING POINTS SHALL BE IDENTIFIED BY PAINTING, FLAGGING OR SOME OTHER APPROVED METHOD AND, WHERE APPLICABLE, A TREE SURVEY MONITORING POINT SHALL BE ERRECTED PRIOR TO COMMENCEMENT OF WORK ON SITE.

- LEGEND**
- PROPERTY BOUNDARY
 - ADJACENT PROPERTY BOUNDARY
 - EXISTING CONTOUR
 - EXISTING WATER MAIN
 - EXISTING SANITARY SEWER
 - EXISTING WATER MAIN
 - APPROXIMATE EXISTING UNDERGROUND GAS
 - APPROXIMATE EXISTING UNDERGROUND ELECTRICAL
 - APPROXIMATE EXISTING UNDERGROUND TELEPHONE
 - APPROXIMATE EXISTING UNDERGROUND DRAIN
 - EXISTING CATCH BASIN AND GUTTER
 - EXISTING END SECTION/HEAD WALL
 - EXISTING CLEAN-OUT
 - EXISTING WATER SHUT-OFF
 - EXISTING GATE, VALVE & WELL
 - EXISTING CITY WATER
 - EXISTING CITY WIRE
 - EXISTING TELEPHONE RISER
 - EXISTING ELECTRIC RISER
 - EXISTING UTILITY RISER
 - EXISTING TELEPHONE CASK
 - EXISTING SIGN
 - EXISTING POST
 - EXISTING SPOT ELEVATION
 - EXISTING GUTTER
 - EXISTING CURB
 - FOUND IRON PIPE
 - FOUND IRON ROD
 - FOUND DAMPED IRON ROD
 - SECTION CORNER
 - DECIDUOUS TREE
 - ASH TREE
 - TREE PROTECTION FENCE

LEGAL DESCRIPTION
 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, Acon Township, now
 City of Rochester Hills, Oakland County, Michigan, described as follows: Beginning at a point,
 524 feet being N89°19'17"E 915.86 feet along the North side of said Section 22 and said
 point of beginning N87°19'17"E 500.00 feet; thence S73°34'56"E 627.34 feet; thence
 S79°00'22.6"E 440.00 feet; thence S2°34'56"E 280.00 feet; thence N70°08'59"W 110.89 feet;
 S87°00'22.6"E 212.80 feet; thence S88°59'00"W 212.80 feet; thence N22°34'56"W
 1739.21 feet to the point of beginning.
 942.00 feet to the point of beginning.

BENCHMARKS
 BENCHMARK ON THE CORNER OF
 INDIANAT AT THE CORNER OF
 MEADOWFIELD DRIVE
 ACROSS FROM FIREHOUSE CENTER
 84642

BENCHMARKS
 BENCHMARK ON THE
 SOUTH SIDE OF MEADOWFIELD LANE

**3 WORKING DAYS
 BEFORE YOU DIG**
 1-800-482-3771
 FOR THE LOCATION OF
 UNDERGROUND FACILITIES

NOTICE:
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 CALL 811 OR VISIT 1-800-487-7171
 FOR THE LOCATION OF
 UNDERGROUND FACILITIES

BEFORE YOU DIG, CALL 811 OR VISIT 1-800-487-7171 TO LOCATE UNDERGROUND UTILITIES. THE INFORMATION PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES.

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 MICHIGAN ILLINOIS OHIO FLORIDA

AT
 SCALE: 0" = 10' FEET
 DR. KIM DUN DFR
 P.M. K. ELECK
 BOOK 102-88
 PLAT 11402-30
 FILE NO. 402-64-05

DATE: 08-16-05

REVISIONS

CONTRACT NO. 201406TP-05-TS3

CONTRACT DESCRIPTION: SHEFFIELD DEVELOPMENT SITE PLANS

TOWN 3 NORTH, RANGE 11 EAST

CITY OF ROCHESTER HILLS

OAKLAND COUNTY, MICHIGAN

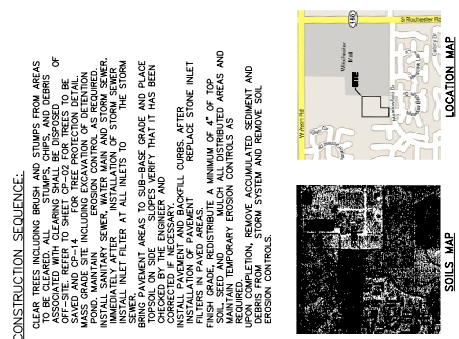
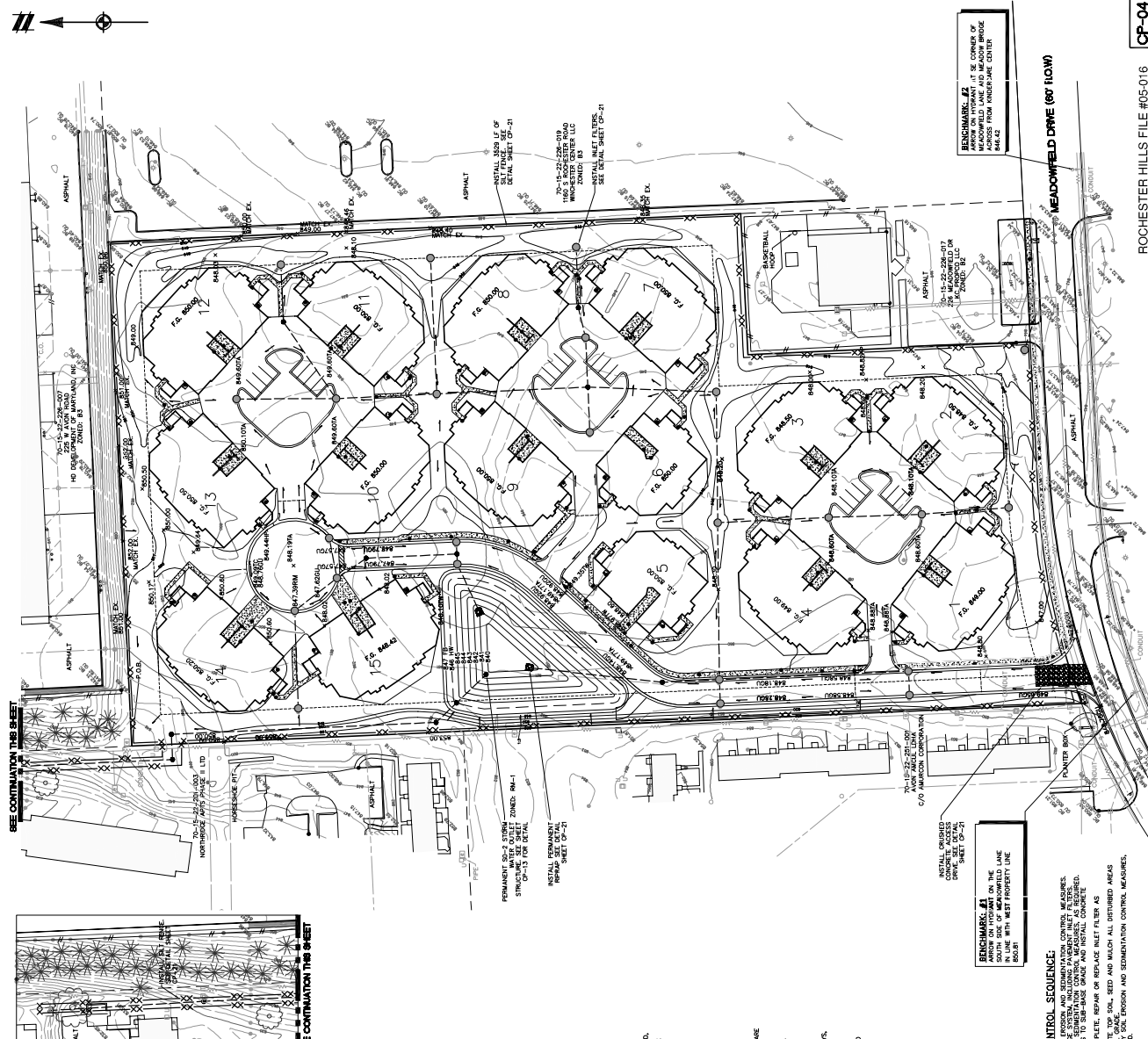
SECTION 22

COMBARO ROCHESTER HILLS L.L.C.

SHEET 3
 TREE INVENTORY

TP-04
 ROCHESTER HILLS FILE #05-016

LINE	QUAD	TYPE	SP	CONTRACT	DESCRIPTION	REMARKS
401	14	0	0	0	0	RELOCATE
402	14	0	0	0	0	RELOCATE
403	14	0	0	0	0	RELOCATE
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500	14	0	0	0	0	RELOCATE



- CONSTRUCTION SEQUENCE:**
- CLEAR TREES INCLUDING BRUSH AND STUMPS FROM AREAS ASSOCIATED WITH CLEARING SHALL BE DISPOSED IN A MANNER TO BE APPROVED BY THE CITY ENGINEER.
 - MASS GRADE SITE INCLUDING EXCAVATION OF DETENTION BASIN AND CH-1 TO BE PROTECTED BY PROTECTIVE DITCHES AND CH-1 TO BE PROTECTED BY PROTECTIVE DITCHES.
 - INSTALL SANITARY SEWER, WATER MAIN AND STORM SEWER. INSTALL INLET FILTER AT ALL INLETS TO THE STORM SEWER.
 - INSTALL INLET FILTER AT ALL INLETS TO THE STORM SEWER. INSTALL INLET FILTER AT ALL INLETS TO THE STORM SEWER.
 - INSTALL PAVEMENT AND BACKFILL CURBS AFTER CONSTRUCTION OF CURBS. REPLACE STONE INLET FILTERS IN PAVED AREAS.
 - INSTALL PAVEMENT AND BACKFILL CURBS AFTER CONSTRUCTION OF CURBS. REPLACE STONE INLET FILTERS IN PAVED AREAS.
 - INSTALL PAVEMENT AND BACKFILL CURBS AFTER CONSTRUCTION OF CURBS. REPLACE STONE INLET FILTERS IN PAVED AREAS.

SOIL EROSION/SEDIMENTATION CONTROL OPERATION TIME SCHEDULE

NOTE: GENERAL CONTRACTOR TO OVERSEE COMPLETION OF TABLE

CONSTRUCTION SEQUENCE	START DATE (MM/DD/YYYY)	END DATE (MM/DD/YYYY)	OPERATION TIME SCHEDULE
1. CLEARING AND EXCAVATION	08/16/05	08/23/05	100% EROSION CONTROL
2. SANITARY SEWER, WATER MAIN AND STORM SEWER	08/23/05	09/06/05	100% EROSION CONTROL
3. PAVEMENT AND CURBS	09/06/05	09/13/05	100% EROSION CONTROL
4. FINISH GRADE AND UTILITIES	09/13/05	09/20/05	100% EROSION CONTROL
5. FINAL INSPECTION AND AS-BUILT	09/20/05	09/27/05	100% EROSION CONTROL

- GRADING NOTES:**
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE STATE OF MICHIGAN.
 - ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
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 - ALL GRADING SHALL BE DONE IN ACCORDANCE WITH THE CITY ENGINEER'S REQUIREMENTS.
- SOIL EROSION/SEDIMENTATION CONTROL NOTES:**
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY ENGINEER AND THE STATE OF MICHIGAN.
 - ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
 - ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
 - ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
 - ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.

NOTICE:

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BEFORE YOU DIG

CALL 811 TO LOCATE ALL UTILITIES BEFORE YOU DIG.

FOR THE LOCATION OF:
 - GAS
 - WATER
 - SINK
 - TELEPHONE
 - CABLE

FOR THE LOCATION OF:
 - GAS
 - WATER
 - SINK
 - TELEPHONE
 - CABLE

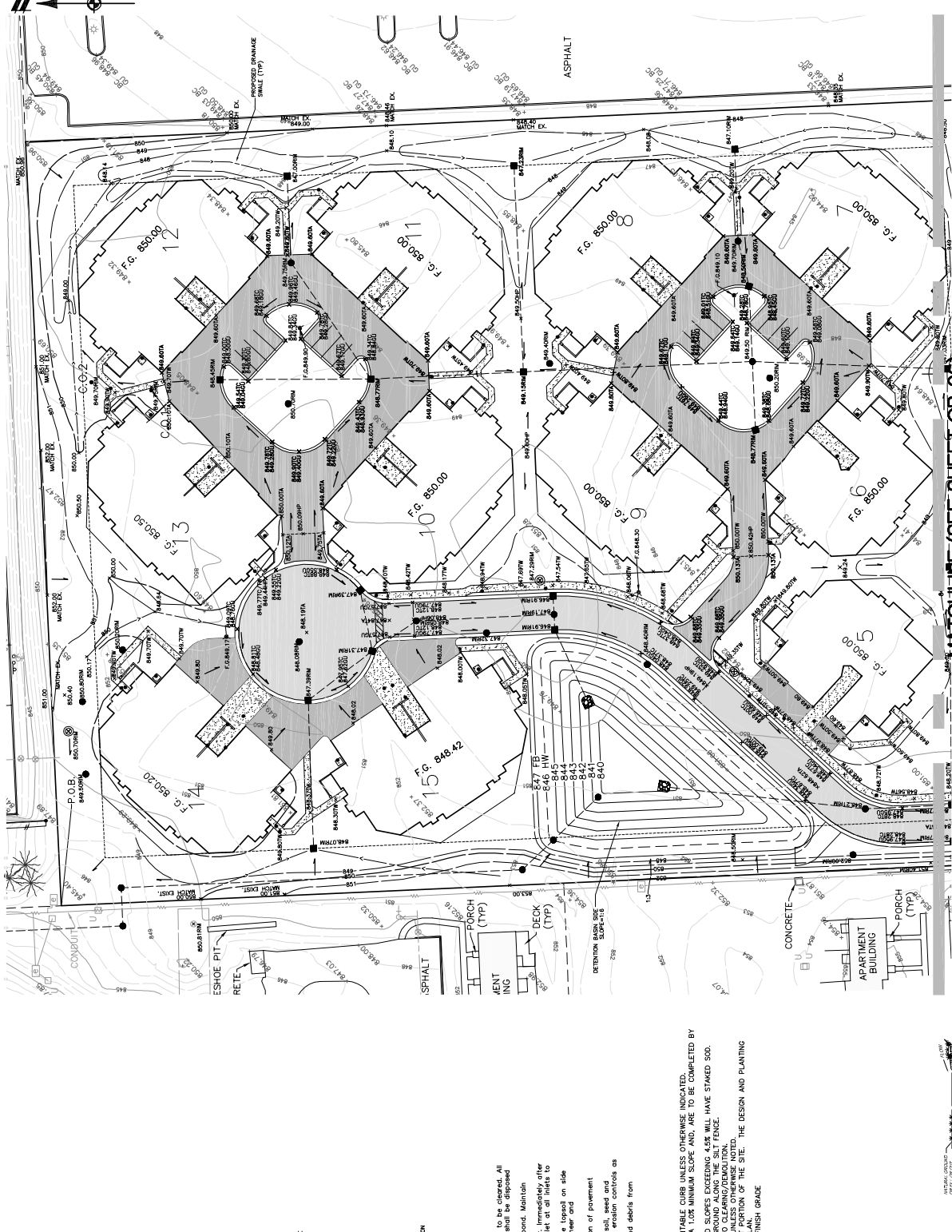
FOR THE LOCATION OF:
 - GAS
 - WATER
 - SINK
 - TELEPHONE
 - CABLE

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SECTION 22	TOWN 3 NORTH, RANGE 11 EAST	CITY OF ROCHESTER HILLS	OAKLAND COUNTY, MICHIGAN
SHEFFIELD DEVELOPMENT SITE PLANS			
LOMBARD ROCHESTER HILLS LLC			
DATE: 08-16-05	SCALE: 1" = 30 FEET	DR: KD, CH, DFR	P.L. K. ELECK
BOOK: 102-38	DATE: 08-16-05	REVISIONS:	FILE NO: 402-64-06

SCALE: 1" = 30 FEET
DR: KD, CH, DFR
P.L. K. ELECK
BOOK: 102-38
DATE: 08-16-05
FILE NO: 402-64-06



MATCHLINE (SEE SHEET CP-06)

LEGEND

[Symbol]	EXIST. STORM SEWER	[Symbol]	PROP. CONTOUR (5 FOOT)
[Symbol]	EXIST. CATCH BASIN/ALEET	[Symbol]	PROP. CONTOUR (5 FOOT)
[Symbol]	EXIST. CLEANOUT	[Symbol]	PROP. TOP OF CURB ELEVATION
[Symbol]	EXIST. WATER MAIN	[Symbol]	PROP. TOP OF ASPHALT ELEVATION
[Symbol]	EXIST. POST INDICATOR VALE	[Symbol]	PROP. FINISH GRADE
[Symbol]	EXIST. GATE VALVE IN BOX	[Symbol]	PROP. DRAINAGE ARROW
[Symbol]	EXIST. GATE VALVE IN MANHOLE	[Symbol]	PROP. DRAINAGE ARROW
[Symbol]	EXIST. UNDERGROUND ELECTRIC	[Symbol]	PROP. DRAINAGE ARROW
[Symbol]	EXIST. UNDERGROUND ELECTRIC	[Symbol]	PROP. DRAINAGE ARROW
[Symbol]	EXIST. UNDERGROUND ELECTRIC	[Symbol]	PROP. DRAINAGE ARROW
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[Symbol]	EXIST. UNDERGROUND ELECTRIC	[Symbol]	PROP. DRAINAGE ARROW

CONSTRUCTION NOTES

- Check existing utility plans and as-built drawings for any underground utility lines that may not be shown on the site plan. Utility lines shall be indicated on the site plan.
- Installation of storm sewer, water main and storm sewer, immediately after excavation of detention pond, maintain erosion control as required.
- Bring storm sewer, water main and storm sewer, immediately after excavation of detention pond, maintain erosion control as required.
- Bring storm sewer, water main and storm sewer, immediately after excavation of detention pond, maintain erosion control as required.
- Bring storm sewer, water main and storm sewer, immediately after excavation of detention pond, maintain erosion control as required.
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- Bring storm sewer, water main and storm sewer, immediately after excavation of detention pond, maintain erosion control as required.

GRADING NOTES

- ALL GRADES IN PAVEMENT ARE CUTTER OF 4" MOUNTABLE CURB UNLESS OTHERWISE INDICATED.
- THE SLOPE AND FINISH GRADE SHALL BE A 1.0% MINIMUM SLOPE AND, ARE TO BE COMPLETED BY THE INSTALLER AND NOT BY THE CONTRACTOR.
- SLOPES FROM 2-4.5% SLOPES WILL BE SOEDED, AND SLOPES EXCEEDING 4.5% WILL HAVE STAKED 3:1.
- ESTABLISH PERMANENT BENCHMARK (IN) PRIOR TO CLEARING/DEMOLITION.
- SPOT ELEVATIONS ARE TOP OF GRADE ELEVATIONS UNLESS OTHERWISE NOTED.
- PROVIDE EROSION CONTROL MEASURES PRIOR TO CONSTRUCTION.
- PLAN WILL BE PREPARED FOR THE CONSTRUCTION PLAN.
- ALL FINISHED FLOOR ELEVATIONS ARE 1.5' ABOVE FINISH GRADE.

NOTICE

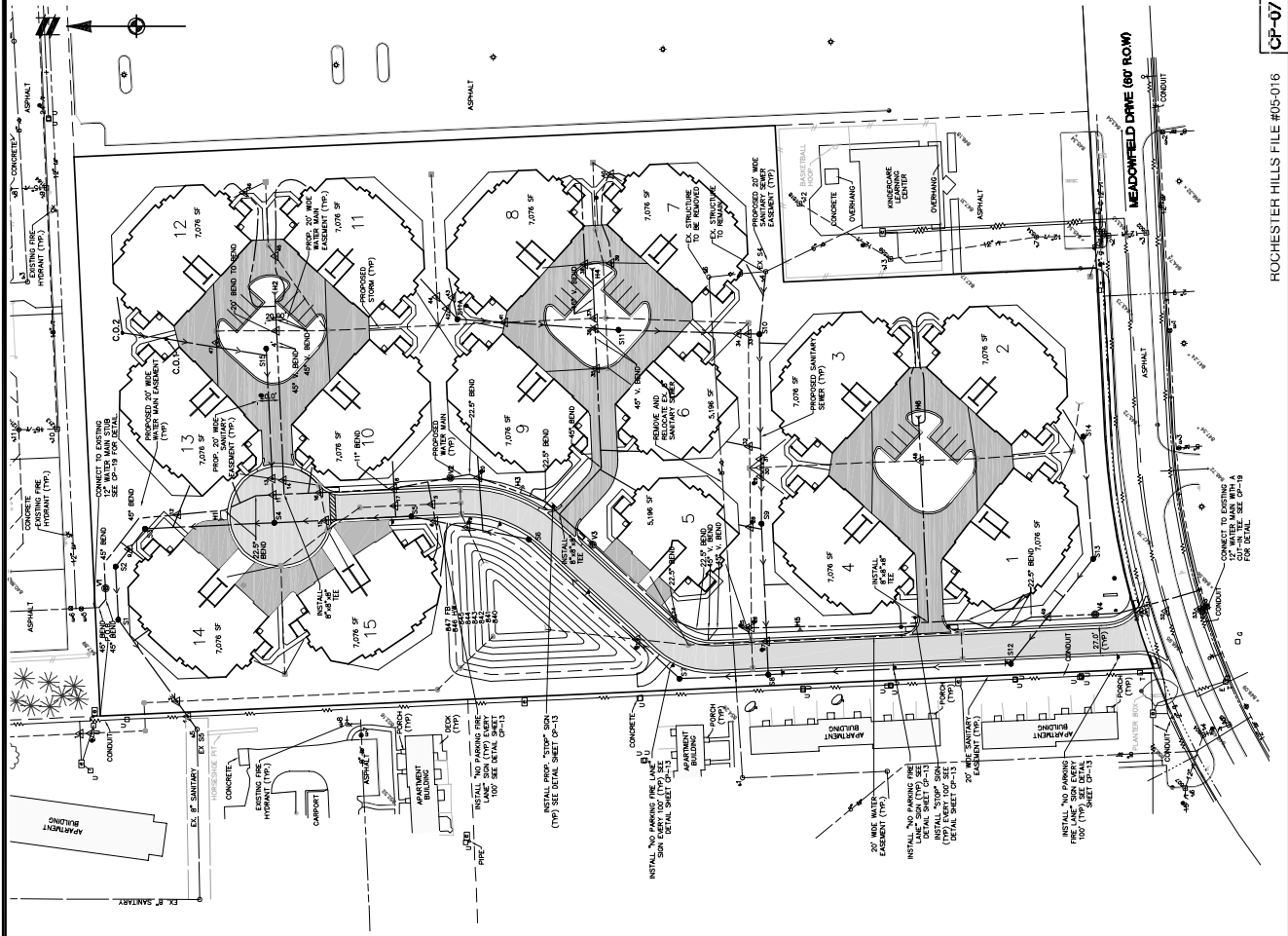
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ACCESS TO ALL NEARBY PROPERTIES AT ALL TIMES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES. ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL NEARBY PROPERTIES SHALL BE PROTECTED AT ALL TIMES. ALL NEARBY PROPERTIES SHALL BE PROTECTED AT ALL TIMES.

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

DO NOT ANY EXISTING UNDERGROUND UTILITIES. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ANY DAMAGE TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

ROCHESTER HILLS FILE #05-016

CP-05
402-64-06



- CITY OF ROCHESTER HILLS FIRE DEPARTMENT NOTES:**
- UTILITIES SHALL BE RECONSTRUCTED BY THE FIRE DEPT. BEFORE AND WITH THE LINES SPACED NOT MORE THAN 100 FEET APART, CONFORMANCE WITH THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.
 - OPEN BURNING IS NOT PERMITTED INCLUDING THE BURNING OF TRASH, DEBRIS, OR LAND CLEARING MATERIALS. OPEN BURNING FOR WARMING PURPOSES IS PERMITTED PROVIDED THAT THE BURNING SHALL BE CONDUCTED WITHIN THE CITY OF ROCHESTER HILLS BURN PERMIT GUIDELINES.
 - UNIFORM FIRE CODE ARTICLE 627.123 INCLUDES MAINTAINING FIRE DEPARTMENT ACCESS ROADS AND FIRE HYDRANTS OPERATIONAL PRIOR TO CONSTRUCTION.
 - FIRE HYDRANTS WILL BE OPERATIONAL PRIOR TO BUILDING CONSTRUCTION BASED ON THE UNIFORM FIRE CODE.

- UTILITY QUANTITIES:**
- SANITARY SEWER**
 2 CLEAN-OUTS
 1946 L.F. OF 8" ABS TRUSS
 644 L.F. OF 6" ABS SUR 23.5
WATER
 5' OF 8" D.I.P. CL. 54
 1081 L.F. OF 2" TYPE K COPPER
 5 HYDRANTS

LEGEND

- PIPE SYMBOLS
- APPROXIMATE EXISTING GAS
- APPROXIMATE EXISTING WATER
- EXISTING ELECTRIC MAIN
- EXISTING ELECTRIC SERVICE
- EXISTING TELEPHONE SERVICE
- EXISTING TELEPHONE SERVICE
- PROPOSED SANITARY LEAD
- PROPOSED SANITARY FACILITY

SANITARY SEWER LEAD CHART

TO BUILDING	INVERT (FT.)	RIM (FT.)	PIPE LENGTH (FT.)	SLOPE (%)	COVER DEPTH (FT.)	COVER (COMMENTS)
1	508.18	517.00	17	1.00	1.00	8" ABS
2	508.18	517.00	17	1.00	1.00	8" ABS
3	507.25	516.00	28	1.00	0	8" ABS
4	508.18	517.00	17	1.00	1.00	8" ABS
5	508.18	517.00	17	1.00	1.00	8" ABS
6	508.18	517.00	17	1.00	1.00	8" ABS
7	508.18	517.00	17	1.00	1.00	8" ABS
8	508.18	517.00	17	1.00	1.00	8" ABS
9	508.18	517.00	17	1.00	1.00	8" ABS
10	508.18	517.00	17	1.00	1.00	8" ABS
11	508.18	517.00	17	1.00	1.00	8" ABS
12	508.18	517.00	17	1.00	1.00	8" ABS
13	508.18	517.00	17	1.00	1.00	8" ABS
14	508.18	517.00	17	1.00	1.00	8" ABS
15	508.18	517.00	17	1.00	1.00	8" ABS

SANITARY SEWER CHART

FROM STRUCTURE NUMBER	TO STRUCTURE NUMBER	PIPE LENGTH (FEET)	SLOPE (%)	INVERT ELEVATION (FT.)	RIM ELEVATION (FT.)	COVER DEPTH (FT.)	COVER (COMMENTS)
1	2	17	1.00	508.18	517.00	1.00	8" ABS
2	3	28	1.00	507.25	516.00	0	8" ABS
3	4	17	1.00	508.18	517.00	1.00	8" ABS
4	5	17	1.00	508.18	517.00	1.00	8" ABS
5	6	17	1.00	508.18	517.00	1.00	8" ABS
6	7	17	1.00	508.18	517.00	1.00	8" ABS
7	8	17	1.00	508.18	517.00	1.00	8" ABS
8	9	17	1.00	508.18	517.00	1.00	8" ABS
9	10	17	1.00	508.18	517.00	1.00	8" ABS
10	11	17	1.00	508.18	517.00	1.00	8" ABS
11	12	17	1.00	508.18	517.00	1.00	8" ABS
12	13	17	1.00	508.18	517.00	1.00	8" ABS
13	14	17	1.00	508.18	517.00	1.00	8" ABS
14	15	17	1.00	508.18	517.00	1.00	8" ABS

UTILITY CROSSING TABLE

UTILITY	TYPE	DEPTH (FT.)	LOCATION	COMMENTS
SEWER	8" ABS	1.00	LOT 1	
SEWER	6" ABS	1.00	LOT 2	
SEWER	8" ABS	1.00	LOT 3	
SEWER	8" ABS	1.00	LOT 4	
SEWER	8" ABS	1.00	LOT 5	
SEWER	8" ABS	1.00	LOT 6	
SEWER	8" ABS	1.00	LOT 7	
SEWER	8" ABS	1.00	LOT 8	
SEWER	8" ABS	1.00	LOT 9	
SEWER	8" ABS	1.00	LOT 10	
SEWER	8" ABS	1.00	LOT 11	
SEWER	8" ABS	1.00	LOT 12	
SEWER	8" ABS	1.00	LOT 13	
SEWER	8" ABS	1.00	LOT 14	
SEWER	8" ABS	1.00	LOT 15	

NOTICE:

CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL ON THE SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL PERSONNEL ON THE SITE.

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

NOTICE:

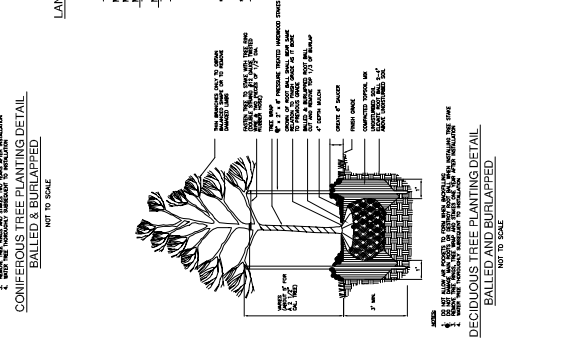
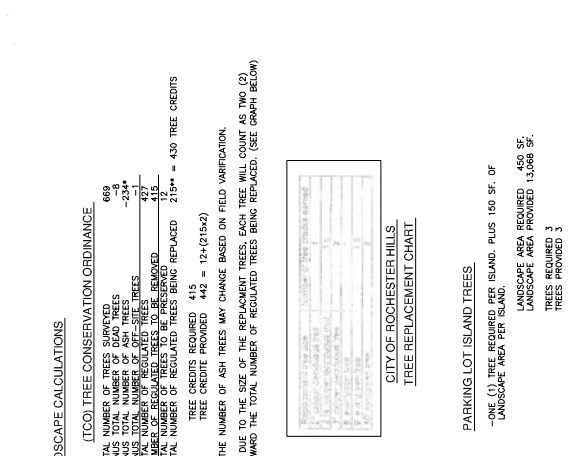
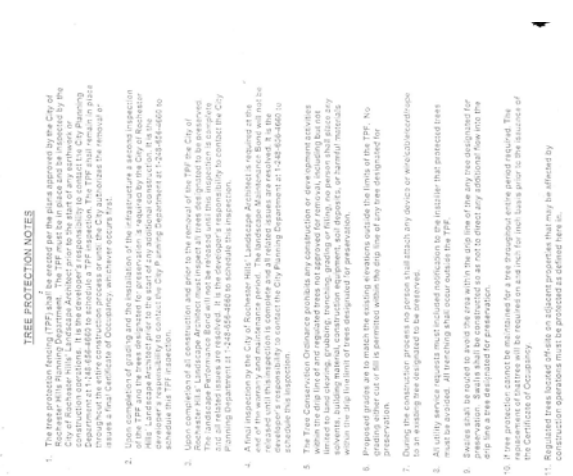
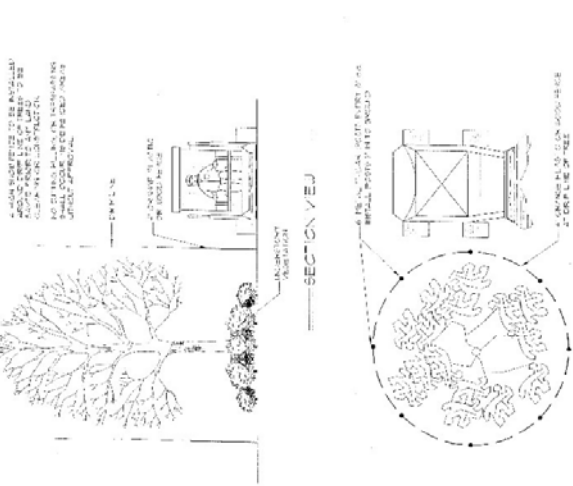
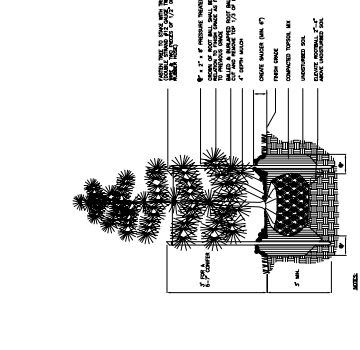
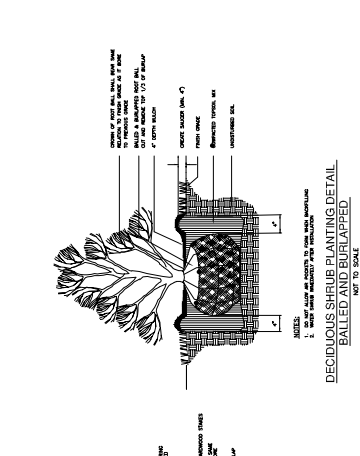
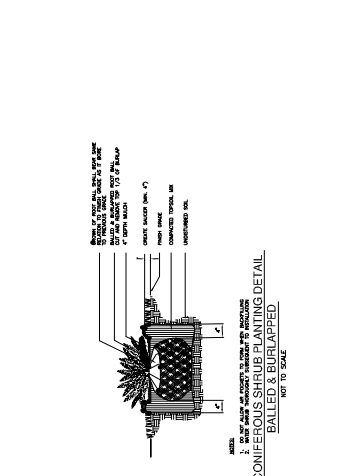
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UTILITY CROSSING TABLE

UTILITY	TYPE	DEPTH (FT.)	LOCATION	COMMENTS
SEWER	8" ABS	1.00	LOT 1	
SEWER	6" ABS	1.00	LOT 2	
SEWER	8" ABS	1.00	LOT 3	
SEWER	8" ABS	1.00	LOT 4	
SEWER	8" ABS	1.00	LOT 5	
SEWER	8" ABS	1.00	LOT 6	
SEWER	8" ABS	1.00	LOT 7	
SEWER	8" ABS	1.00	LOT 8	
SEWER	8" ABS	1.00	LOT 9	
SEWER	8" ABS	1.00	LOT 10	
SEWER	8" ABS	1.00	LOT 11	
SEWER	8" ABS	1.00	LOT 12	
SEWER	8" ABS	1.00	LOT 13	
SEWER	8" ABS	1.00	LOT 14	
SEWER	8" ABS	1.00	LOT 15	

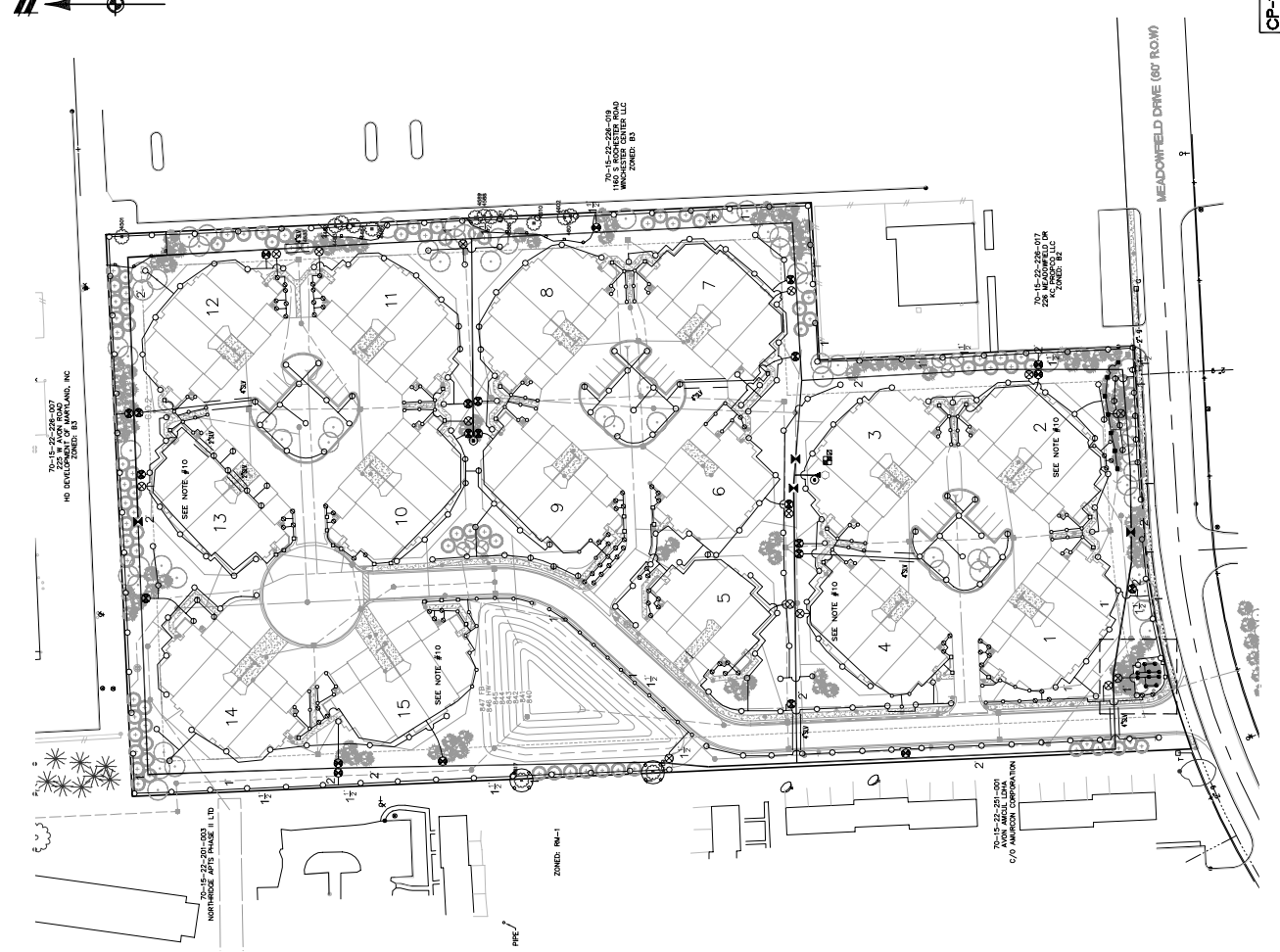
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NOT FOR CONSTRUCTION
 NOTICE: CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES AND STRUCTURES OF ANY OTHER PERSONS. NO REPRODUCTION SHALL BE MADE WITHOUT THE WRITTEN CONSENT OF ATWELL-HICKS, INC. COPYRIGHT © 2004 ATWELL-HICKS, INC.

LANDSCAPE CALCULATIONS
COOL TREE CONSERVATION ORDINANCE
 TOTAL NUMBER OF REGULATED TREES: 669
 MINUS TOTAL NUMBER OF ASH TREES: -234*
 TOTAL NUMBER OF REGULATED TREES: 435
 TOTAL NUMBER OF TREES TO BE REPLACED: 13
 TOTAL NUMBER OF REGULATED TREES BEING REPLACED: 219** = 430 TREE CREDITS
 * DUE TO THE SIZE OF THE REPLACEMENT TREES, EACH TREE WILL COUNT AS TWO (2) TOWARD THE TOTAL NUMBER OF REGULATED TREES BEING REPLACED. (SEE GRAPH BELOW)
 ** DUE TO THE SIZE OF THE REPLACEMENT TREES, EACH TREE WILL COUNT AS TWO (2) TOWARD THE TOTAL NUMBER OF REGULATED TREES BEING REPLACED. (SEE GRAPH BELOW)
PARKING LOT ISLAND TREES
 -ONE (1) TREE REQUIRED PER ISLAND, PLUS 100 SF. OF LANDSCAPE AREA PER ISLAND.
 LANDSCAPE AREA REQUIRED: 460 SF.
 LANDSCAPE AREA PROVIDED: 13,088 SF.
 TREES REQUIRED: 3
 TREES PROVIDED: 3
BIOSWALE DETAIL
 NOT TO SCALE
CITY OF ROCHESTER HILLS
TREE REPLACEMENT CHART
PARKING LOT ISLAND TREES
 -ONE (1) TREE REQUIRED PER ISLAND, PLUS 100 SF. OF LANDSCAPE AREA PER ISLAND.
 LANDSCAPE AREA REQUIRED: 460 SF.
 LANDSCAPE AREA PROVIDED: 13,088 SF.
 TREES REQUIRED: 3
 TREES PROVIDED: 3
BIOSWALE DETAIL
 NOT TO SCALE
NOT FOR CONSTRUCTION



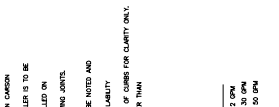
D POP-UP SPRINKLER



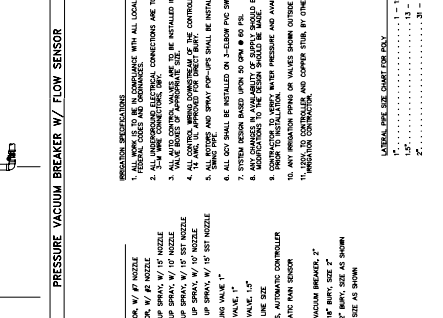
D REMOTE CONTROL VALVE



D QUICK-COUPLING VALVE



D HYBRID CONTROLLER



D PRESSURE VACUUM BREAKER W/ FLOW SENSOR

- REGULATION SPECIFICATIONS:**
1. FRESH GRADE SHALL BE 12" ABOVE FINISH GRADE.
 2. ALL PIPING SHALL BE 1.5" ABOVE FINISH GRADE.
 3. ALL VALVES SHALL BE 1.5" ABOVE FINISH GRADE.
 4. ALL CONTROL WIRING SHALL BE INSTALLED IN A CONDUIT.
 5. ALL WIRING SHALL BE INSTALLED IN A CONDUIT.
 6. ALL WIRING SHALL BE INSTALLED IN A CONDUIT.
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 9. ALL WIRING SHALL BE INSTALLED IN A CONDUIT.
 10. ALL WIRING SHALL BE INSTALLED IN A CONDUIT.

NOTICE:
 CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
 ATWELL-HICKS SHALL NOT BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS.
 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS.
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 THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORKERS.

NOT FOR CONSTRUCTION



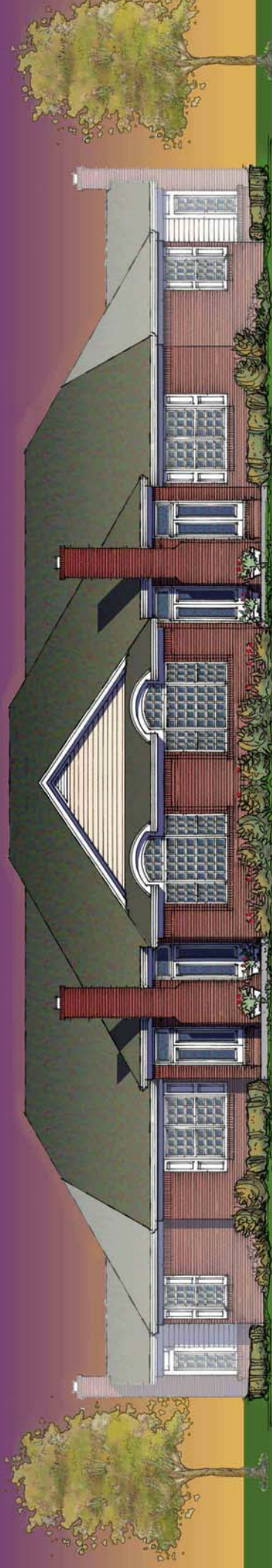
DATE:
MAY 12th, 2005
JOB # 05-104
COMMERCE TOWNSHIP SITE

LOMBARDO COMPANIES
HERITAGE SERIES
A MULTI-FAMILY BUILDING

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



THIS DOCUMENT WAS PREPARED BY
LOMBARDO COMPANIES
ARCHITECTS
WWW.LC-ARCHITECT.COM



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

LOMBARDO COMPANIES
HERITAGE SERIES
A MULTI-FAMILY BUILDING

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



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WWW.LC-ARCHITECT.COM



DATE: MAY 12, 2005
JOB #: 05-04
COMMERCE TOWNSHIP SITE

LOMBARDO COMPANIES
HERITAGE SERIES
A MULTI-FAMILY BUILDING

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



DESIGNED AND ARCHITECTED BY
LOMBARDO COMPANIES, INC.
1000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202



SIDE ELEVATION

LOMBARDO COMPANIES

HERITAGE SERIES

A MULTI-FAMILY BUILDING

DATE: MAY 17th 2005
JOB # 05-104
COMMERCE TOWNSHIP SITE

THIS BUILDING IS REPRESENTED ABOVE AS CONCEPTUAL. PLEASE SEE THE BUILDING AND IS COMPRISED OF 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.



THIS DOCUMENT WAS PREPARED BY
ROBERT L. LOMBARDO ARCHITECTS, P.C.
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EXHIBIT F
Screening Plan

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 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.

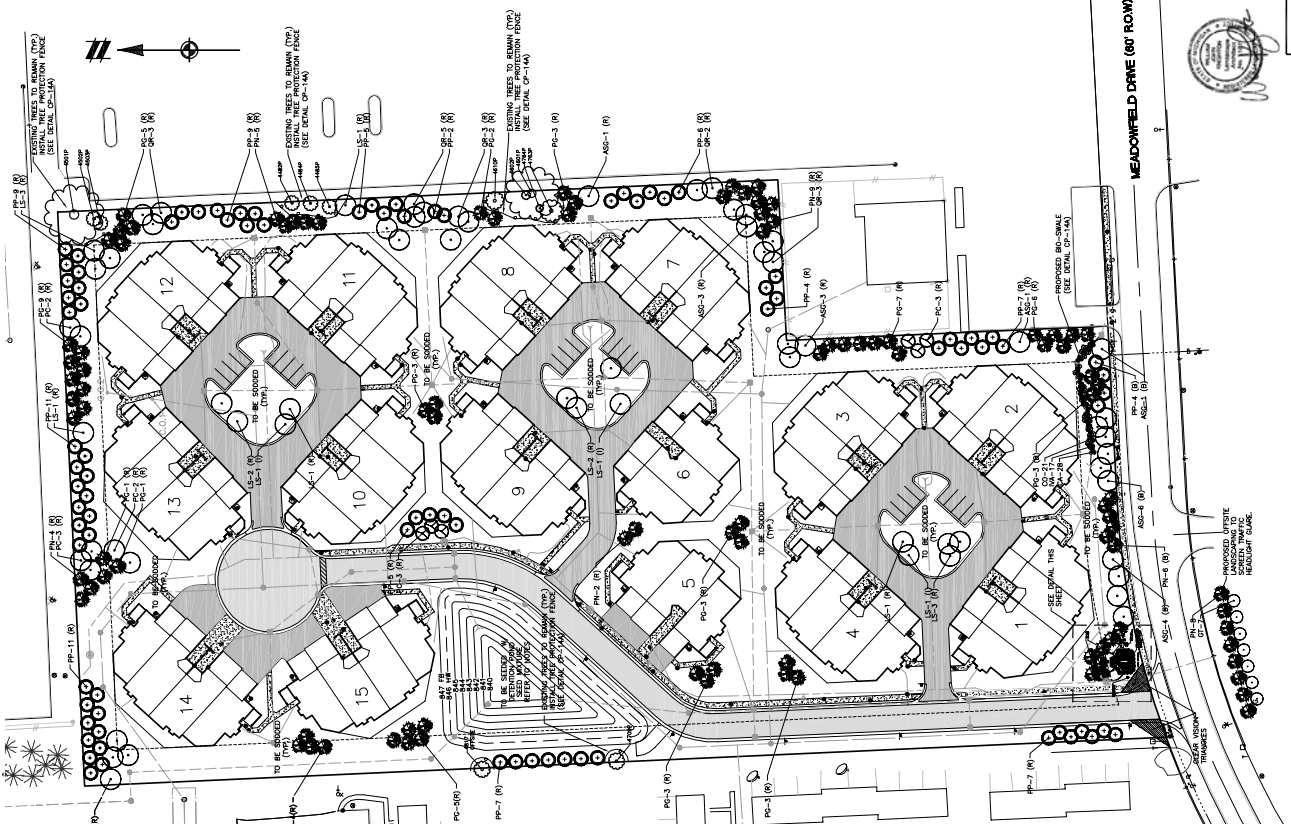
ARTICLE VII

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.

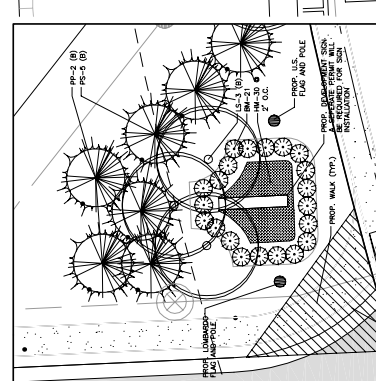
Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

EXHIBIT H
Landscape Plan



LANDSCAPE NOTES (Continued)

- BACKFILL DIRECTLY BEHIND ALL CURBS AND ALONG SIDEWALKS AND COMPACT TO THE TOP OF CURB OR WALK TO SUPPORT VEHICLE AND PEDESTRIAN WEIGHT WITHOUT SHAKING IN A HEAVY AND WIND FREE CONDITION. WITH CURRENT INDUSTRY STANDARDS IN A HEAVY AND WIND FREE CONDITION. WITH CURRENT INDUSTRY STANDARDS IN A HEAVY AND WIND FREE CONDITION. WITH CURRENT INDUSTRY STANDARDS IN A HEAVY AND WIND FREE CONDITION.
- ALL LANDSCAPE AREAS, ESPECIALLY PARKING LOTS ISLANDS AND LANDSCAPE BEDS NEXT TO BUILDINGS SHALL BE EXCAVATED TO THE PROPOSED FINISH GRADE AND FILL WITH PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY). ADD 4-6" OF TOPSOIL OVER FILL PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY). ADD 4-6" OF TOPSOIL OVER FILL PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY). ADD 4-6" OF TOPSOIL OVER FILL PLANTING SOIL (LOAM OR LIGHT YELLOW CLAY).
- ALL DISTURBED UNPAVED AREAS ARE TO BE SOODED OR SEEDED OVER A MINIMUM FREE OF OBSTRUCTION MATERIALS AND DEBRIS. USE OF HEAVY CLAYS FOR BERM INSTALLATION. SLOPES ARE TO BE NO STEEPER THAN 1:3 UNLESS OTHERWISE SPECIFIED.
- ALL LANDSCAPE AREAS SHALL BE IRRIGATED BY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. LAWN AND SHRUB/LANDSCAPE AREAS SHALL BE WATERED BY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. LAWN AND SHRUB/LANDSCAPE AREAS SHALL BE WATERED BY AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
- PLANT MATERIAL TO BE No. 1 GRADE NORTHERN NURSERY GROWN. PLANT MATERIAL TO BE No. 1 GRADE NORTHERN NURSERY GROWN. PLANT MATERIAL TO BE No. 1 GRADE NORTHERN NURSERY GROWN.
- ALL PLANTS SHALL BE INSTALLED WITHIN ONE YEAR OF THE NEXT APPROPRIATE PLANTING SEASON. ALL PLANTS SHALL BE INSTALLED WITHIN ONE YEAR OF THE NEXT APPROPRIATE PLANTING SEASON. ALL PLANTS SHALL BE INSTALLED WITHIN ONE YEAR OF THE NEXT APPROPRIATE PLANTING SEASON.
- ALL TREES SHALL BE INSTALLED WITHIN ONE YEAR OF THE NEXT APPROPRIATE PLANTING SEASON. ALL TREES SHALL BE INSTALLED WITHIN ONE YEAR OF THE NEXT APPROPRIATE PLANTING SEASON. ALL TREES SHALL BE INSTALLED WITHIN ONE YEAR OF THE NEXT APPROPRIATE PLANTING SEASON.
- DETENTION POND SEED MATURE SHALL BE CONSISTENT WITH THE SPECIFICATIONS STATED IN THE OAKLAND COUNTY EROSION CONTROL MANUAL.



ENTRANCE PLANTING DETAIL
 SCALE: 1" = 10'-0"

CITY OF ROCHESTER HILLS LANDSCAPE NOTES

LANDSCAPE NOTES

- ALL TREES IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE INSTALLED. BACKFILL TO BE MAINTAINED IN ACCORDANCE WITH THE SPECIFICATIONS IN A HEAVY AND WIND FREE CONDITION. WITH CURRENT INDUSTRY STANDARDS IN A HEAVY AND WIND FREE CONDITION. WITH CURRENT INDUSTRY STANDARDS IN A HEAVY AND WIND FREE CONDITION.
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- DETENTION POND SEED MATURE SHALL BE CONSISTENT WITH THE SPECIFICATIONS STATED IN THE OAKLAND COUNTY EROSION CONTROL MANUAL.

SITE LANDSCAPE PLANT SCHEDULE

BUFFER TREES (TYPE "C" BUFFER FRONTING MEADOWFIELD DRIVE)

KEY	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST	REPLACEMENT CREDITS
ASS 11	1	Acer saccharum 'Green Mountain'	3" Col.	BAB	\$425.00	\$425.00	34
LS 3	1	Liquidambar styraciflua	3" Col.	BAB	\$425.00	\$425.00	22
PG 3	1	Pinus strobus	Min. 10'	BAB	\$500.00	\$500.00	26
PN 6	1	Pinus nigra	Min. 10'	BAB	\$500.00	\$500.00	32
PP 2	1	Picea pungens 'Sprenger's Blue'	Min. 10'	BAB	\$500.00	\$500.00	96
PS 5	1	Pinus strobus	Min. 10'	BAB	\$500.00	\$500.00	54
PP 83	1	Pinus strobus	Min. 10'	BAB	\$500.00	\$500.00	168
					TOTAL	\$13,850.00	CREDITS 430

ISLAND TREES (TYPE "C" BUFFER FRONTING MEADOWFIELD DRIVE)

KEY	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST	REPLACEMENT CREDITS
ASS 12	1	Acer saccharum 'Green Mountain'	3" Col.	BAB	\$425.00	\$425.00	24
LS 16	1	Liquidambar styraciflua	3" Col.	BAB	\$425.00	\$425.00	32
PG 13	1	Pinus strobus	Min. 10'	BAB	\$500.00	\$500.00	26
PN 16	1	Pinus nigra	Min. 10'	BAB	\$500.00	\$500.00	32
OR 48	1	Picea pungens 'Sprenger's Blue'	Min. 10'	BAB	\$500.00	\$500.00	96
PN 27	1	Pinus nigra	Min. 10'	BAB	\$500.00	\$500.00	54
PP 83	1	Pinus strobus	Min. 10'	BAB	\$500.00	\$500.00	168
					TOTAL	\$13,850.00	CREDITS 430

BROOMSIAE SHRUBS

KEY	QTY.	SPECIES	SIZE	SPEC.	UNIT COST	TOTAL COST	REPLACEMENT CREDITS
CA 28	1	Carolinianis occidentalis	24"-36"	BAB	\$45.00	\$45.00	24
CO #1	1	Coma stolonifera	24"-36"	BAB	\$45.00	\$45.00	22
HA 17	1	Hibernica	24"-36"	BAB	\$45.00	\$45.00	26
					TOTAL	\$135.00	CREDITS 72

GRAND TOTAL

TOTAL COST \$13,985.00

TOTAL CREDITS 430

NOTICE: BEFORE YOU DIG

BEFORE YOU DIG, CALL 811 TO LOCATE ALL UNDERGROUND UTILITIES. FAILURE TO DO SO MAY RESULT IN PERSONAL INJURY, PROPERTY DAMAGE, AND FINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES.

NOT FOR CONSTRUCTION

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