

HISTORIC LORNA STONE VILLAGE

ROCHESTER HILLS, MI LORNA STONE LLC.

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Cover Sheet

P.U.D. Agreement

PUD Agreement #2 Combined Highlighting All Changes

Site Plans:

C-1:

Exhibits "A", "B" and "G"; Legal Descriptions

C-2:

Exhibit "C"; Site Plan

C-3:

Current Proposed P.U.D. Site Plan

General Landscape Plan

LS-1: Conceptual General Landscape Plan

LS-2: Conceptual Landscape Planting Detail (1/2 site)

LS-3: Conceptual Landscape Planting Detail (1/2 site)

LS-4: Entry, Landscaping and Town Square Planting Details

LS-5: Site Amenities

LS-6: Entry Signage and Entry Walls

LS-7: Site Cross-Sections

Architecture

Single Family Streetscape Rendering

Building '100' / Elevation Rendering

Building '200' / Elevation Rendering

Building '300' / Elevation Rendering

Detached Single-Family Unit Plans

Detached Single-Family Streetscape Elevations

Building '100' / Unit and Building Plans

Building '100' / Front Elevations

Building '100' / Side(s) and Rear Elevations

Building '200' / Unit and Building Elevations

Building '200' / Front Elevations

Building '200' / Side(s) and Rear Elevations

Building '300' / Unit and Building Plans

Building '300' / Front Elevations

Building '300' / Side(s) and Rear Elevations

MONDRIAN PROPERTIES LORNA STONE DEVELOPMENT, L.L.C. PLANNED UNIT DEVELOPMENT AGREEMENT

This Agreement is based on the following Recitals which the parties acknowledge are true and binding upon the parties hereto:

RECITALS

- I. Lorna Stone seeks to develop approximately 24.26 acres of land ("Land") located in Rochester Hills, and more particularly described in Exhibit A, attached hereto, as a Planned Unit Development ("PUD"), to be known as Historic Lorna Stone Village or such other name as may be designated by Lorna Stone.
- II. The Land is currently owned by the persons/entities shown on Exhibit B. Lorna Stone either owns each parcel of the Land or represents to Rochester Hills that it has a Purchase Agreement/Option to acquire any individual parcels of the Land not owed by Lorna Stone, together with written authorization from the current owners of each such parcel of the Land enabling Lorna Stone to submit such Land to this Agreement. (Lorna Stone and the individual owners, as set forth on Exhibit B, are collectively referred to as "Owners.")
 - III. The Land is currently zoned as set forth in Exhibit B.

- IV. The Owners and Rochester Hills agree that a PUD is appropriate for this development, instead of standard zoning, and will provide for greater benefits than standard zoning, including:
 - A. A PUD will minimize adverse impacts from traffic through consolidating access to adjoining roads and limiting curb cuts;
 - B. A PUD will permit creation of better internal traffic circulation on the entire property;
 - C. Portions of the Land constitute a Historic District as defined in the Rochester Hills' Zoning Ordinance and a PUD will permit rehabilitation of the existing historic building in the Historic District as part of a comprehensive plan for redeveloping the northeast quadrant of Adams Road and South Boulevard in the City of Rochester Hills;
 - D. A PUD will permit consolidation of open space creating parks for the residences of the PUD, these parks shall be part of the common area of the PUD and such open spaces shall be for the use of the residences of the PUD;
 - E. A PUD will allow for greater innovation and design of the structures within the PUD including creating a community conducive to walking, biking and with conversation inducing porches;
 - F. The PUD will permit the redevelopment of parcels that are now surrounded by non residential development; and
 - G. A PUD will permit a great variety of housing types which will accommodate a variety of different family demographic units to live in harmony with each other.
- V. Lorna Stone has submitted an application and development plan for a PUD that fully complies with the requirements set forth in the City of Rochester Hills' Zoning Board Minutes, Section 138-1001 *et seq.*, or such Zoning Ordinance has simultaneously herewith been amended so that the resulting PUD is in full compliance with this Agreement and with the Zoning Ordinance.

- VI. The Land will be developed as a PUD in compliance with Rochester Hills' Zoning Ordinance Section 138-1001, *et seq.*, and substantially in accordance with the site plan attached as Exhibit C ("Plan").
 - VII. Acting pursuant to Rochester Hills Zoning Ordinance Section 138-1004:
 - A. A pre-application workshop with the Historic Planning Commission occurred on June 12th, 2003;
 - B. A pre-application workshop with the Planning Commission occurred on June 16th, 2003;
 - C. A pre-application workshop with the City Council occurred on July 23, 2003;
 - D. A preliminary review of the PUD by the Planning Commission of the conceptual plan occurred on Sept. 16th, 2003;
 - E. A preliminary review of the PUD by the City Council of the conceptual plan occurred on Nov. 5th, 2003;
 - F. A preliminary review of the PUD by the Planning Commission of the conceptual plan (as revised and attached hereto) occurred on February 15, 2005;
 - G. The final review of the PUD occurred on _____;
 - H. The final site plan approval occurred on _____; and
 - I. Final approval of the PUD rezoning occurred on ______
- VIII. The Planning Commission and City Council, after proper notice, publication, hearings, and full compliance with applicable state law and the Rochester Hills' Zoning Ordinance, reclassified the Land, as provided in the Zoning Ordinance, as a PUD.
- IX. The PUD will contain modifications of the Zoning Ordinance and other ordinance requirements, including parking requirements, changes to set backs, changes to area, changes to tree

preservation, street paving widths, and the placement of utilities, sidewalks, street lighting and related matters.

- X. Rochester Hills finds that the future development plans, uses, and conditions shown on the Plan (Exhibit C), are reasonable and promote the public health, safety and general welfare of the citizens of Rochester Hills and are consistent with the surrounding uses.
- XI. Rochester Hills acknowledges and agrees that the Land has been given full and final PUD approval and the Land has been re-zoned to PUD, as more fully described in Rochester Hills' Zoning Ordinance Section 138-1001, et seq., and that all relevant provisions of the Zoning Ordinance have been satisfied, including any amendments of ordinances which are necessary to permit the execution of this Agreement.
- XII. Rochester Hills acknowledges and agrees that the Land may be developed as set forth in the Plan in phases, including the area marked on the Plan as "Future Phase. The Future Phase does not have final site plan approval but the Future Phase shall be submitted for final site plan approval, in general accord with the rest of this PUD, to Rochester Hills before any above ground improvements are made to such part of the Land comprising the Future Phase.

THEREFORE, the Owners and Rochester Hills, in consideration of the mutual covenants contained in this Agreement, agree as follows:

TERMS OF THE AGREEMENT

1. Permitted Uses and Historic District. The Owners agree that the Land owned by them will be used only in accordance with the Plan and for such uses as specifically permitted in this Agreement. For all other uses, prior permission will be sought from Rochester

Hills in the form of an amendment to the Plan. The legal description of the portion of the Land which comprises a Historic District as defined in the Rochester Hills ordinances is attached as Exhibit G. All improvements located in the Historic District shall require approval of the Historic District Commission of Rochester Hills in accord with the Rochester Hills ordinance. The renovations, as approved by the Historic District Commission, to the existing building in the Historic District shall be completed as part of the first phase of the PUD.

- 2. Architectural Standards and Building Materials. All buildings on the Land will be constructed in general conformance with the elevation drawing and with the materials shown and listed in Exhibit D.
- 3. **Deviation From Ordinance Standards**. All improvements in the PUD shall conform to the height, area, bulk and other standards of the Zoning Ordinance except as provided in this Agreement (including the Exhibits hereto). The following are permitted as deviations from the Zoning Ordinance (and any other relevant ordinances) standards:
 - A. The minimum width of the limited common element assigned to each single family detached condominium unit, measured at the front set back line, shall be at least fifty-five (55) feet;
 - B. There shall be no minimum side yard set back in the PUD but there shall be a minimum of ten (10) feet between the residential portion of the structures; provided, however, the corners of a garage maybe a minimum of three (3) feet from the adjacent houses; and provided, at all times, the fire code shall be met;
 - C. Front yard set backs shall be a minimum of fifteen (15) feet. If a porch is part of a unit, then the porch may encroach eight (8) feet into the front setback (i.e., seven (7) feet from the front set back);
 - D. No building shall be less than ten (10) feet from the Land boundary lines;
 - E. The maximum height of the mid-rise residential buildings, excluding chimneys shall be fifty (50) feet above grade measured at the average grade of the front of the structure.

- F. The maximum height of all buildings on the site (other than the mid-rise residential), excluding chimneys shall be thirty five (35) feet above grade measured at the average grade of the front of the structure.
- <u>Units Types</u>. The units constructed on the Land shall be for uses and be built in general conformance with one of the styles shown in Exhibit D, specifically detached single family, attached live/work, attached single family, retail/office, office and mid-rise residential. All unit types shall be organized as condominiums. Owner shall be allowed to substitute unit types shown on Exhibit C with unit types illustrated on Exhibit D provided: (i) parking per residential unit is not decreased; (ii) parking per square foot of office or retail is not decreased; (iii) open space (measured by square foot) is not decreased; (iv) the Historic House is not eliminated or changed from the plans previously submitted; (v) the density on the PUD does not exceed 175 residential units; (vi) the total square footage of all the retail and office is not increased (but may be reallocated between units); and (vii) all other specific requirements set forth herein are met (e.g., heights and set back requirements). An example of such Owner permitted substitution would be if attached single family was not selling, Owner could substitute detached single family for the attached single family but at all times there shall, at a minimum, remain fifteen (15) attached single family units. In connection with such substitution of unit types, Owner shall submit to the administration a revised site plan for approval. If the administration believes the modification is material or is not complying with the PUD, then the staff may refer to the Planning Commission for its approval.
- 5. <u>Trees and Woodlands</u>. The final site plans shall conform to the Rochester Hills tree ordinance.
- 6. <u>Landscaping</u>. Landscaping shall meet the minimum standards as required in the Rochester Hills ordinances.
 - 7. Wetlands. There are no wetlands requiring DEQ or other permits on the Land.
- 8. <u>Utilities</u>. Any utilities (i.e., water, waste water, and storm water collection and treatment facilities) shall be constructed in accordance with the engineering standards of Rochester Hills or are in accord with the plans shown on Exhibit F. Security for construction and maintenance of all utilities shall be provided as in applicable Rochester Hills ordinances
- 9. **Streets and Parking**. Streets and parking "bump-outs" shall be constructed in accordance with the Plan and in the dimensions and specifications shown in Exhibit F.

- 10. Common Area. All general common elements, including the open space and retention pond, shall be maintained by all of the owners of the units in the PUD through the Condominium Association with costs to be allocated as set forth in the Association's Articles, Master Deed and Bylaws. All streets and related improvements shall be private (i.e., not dedicated to Rochester Hills) and shall be owned, replaced, changed, repaired and cleaned by the Condominium Association with costs to be allocated as set forth in the Association's Articles, Master Deed and By Laws.
- 11. <u>Signs</u>. The proposed size, location and type of permanent signs to be used in the PUD are set forth in Exhibit D. All proposed signs shall be reviewed and approved by the Rochester Hills' Building Department and conform to Rochester Hills sign ordinance. Normal "for sale" signs and signs for promotion of the project during the development period are permitted.
- 12. **Road Improvements**. Lorna Stone shall pay for any acceleration, deceleration, or similar road improvements required by the Oakland County Road Commission, for purposes of ingress and egress to the Land. All curb cuts are subject to the approval of the Oakland County Road Commission. The roads in the PUD are anticipated to be private and will be subject to a Private Road Agreement to be reviewed and approved by Rochester Hills prior to issuance of the land improvement permit by the Rochester Hills building department. Exhibit H contains the approved road profile and related matters for the PUD.
- 13. <u>Walking/Bike Paths</u>. Lorna Stone shall construct, as part of the first phase of the PUD eight foot walking/bike paths on the Land paralleling both Adams and South Boulevard and shall build such paths to the corner intersection of Adams and South Boulevard, all in accordance with Rochester Hills' specifications.

- 14. **Parking**. Parking for the PUD shall be as shown on the Plan and Exhibit F. Any requirement in excess of that shown on the Plan as required in the Rochester Hills' zoning ordinance is hereby waived.
- Easements for placement as shown in Exhibit C. The easements for utilities shall be dedicated to Rochester Hills. The open spaces and retention areas shall remain private and subject to the Association control. The retention pond shall serve the Association subject to Association rules and cost of maintenance, repair and replacement as allocated by the Association's Articles, Master Deed and By Laws.
- 16. **Phases**. The construction shown on the Plan (Exhibit C) will take place in phases as determined by Lorna Stone. Construction on each phase shall be independent of construction on any other parcel. The phases may be constructed in any order or simultaneously and each separate phase shall require separate final site plan approval from Rochester Hills. During the construction period, Owner will be permitted to use units shown on Exhibit C as sales models and a sales/construction office. After approval of this PUD the administration may approve construction of the unit in which such sales office will be located and upon such terms as the administration deems reasonable.
- 17. **Governmental Approval**. Rochester Hills agrees to provide Lorna Stone site plan, condominium and any other required administrative approval, together with all other permits and licenses necessary and/or convenient to development of the PUD, upon receipt of the required application, payment of applicable fees, and compliance with all ordinances, statutes, rules and regulations, except as specifically provided otherwise in this Agreement, Rochester Hills also agrees

to cooperate with Lorna Stone in applying for and obtaining such permits, licenses, or other approvals as are within the jurisdiction of other governmental agencies which are convenient or necessary to develop the PUD.

18. Minor Modifications. Modifications to the Final PUD Plan may be required from time to time. Such modifications may include, for example, any change specifically authorized in this Agreement and modifications as to building type sizes, shapes and elevations. Minor changes to the Final PUD Plan may be approved by the Rochester Hills' administration without seeking Planning Commission or City Council approval. Minor changes may include: (a) any change specifically authorized elsewhere in this Agreement; (b) reduction in the size of any building and/or sign; (c) not more than a ten percent increase in the size of any building; (d) exterior building materials identified in Exhibit D may be replaced by similar types of exterior building materials of better or like quality; (e) relocation of any building, utility or other improvement up to five feet, if consistent with required set backs, open spaces and other standards; (f) landscaping identified in Exhibit E by materials of a similar type and which are of better or like quality or placing the same materials in different locations or substituting new plant materials for trees which were to be preserved; (g) changes in floor plans and configurations which do not alter the character or the use of the building; (h) internal rearrangement of the parking, streets or back lanes, which do not reduce the number of parking spaces (per residential unit or per square footage of an office/commercial building) or alter access locations or overall design concepts; (i) relocation of open spaces which does not decrease amount of open space; and (j) any other minor changes as determined by the administration. Any modification sought that exceeds the authority granted to the Rochester Hills administration in this paragraph 18, in the judgment of the

Rochester Hills administration shall be submitted for approval to the Rochester Hills Planning Commission with any appeal being to the Rochester Hills City Council.

- 19. **Expansion of PUD**. In the event any property adjoining the Property ("New Property") desires or is required to join this PUD Agreement, the following rules shall apply:
 - A. The proposal, including all exhibits, shall be provided to Lorna Stone (or the Condominium Homeowners Association after completion of the development) for Lorna Stone's review, comment and approval.
 - B. All buildings on the New Property shall be consistent with the architectural standards in the existing PUD.
 - C. The New Property shall pay for all costs of connection (e.g., roads, utilities, retention pond and any similar matters) from the existing PUD to the New Property, including repairs to all existing improvements (e.g., replace landscaping, repair roads).
 - D. New Property shall pay Lorna Stone the New Property's pro rata share (i.e., based on number of units on the existing PUD versus New Property or alternatively based on square footage of existing PUD units versus New Property units, whichever results in the highest payment to Lorna Stone) of all roads, signage, utilities, retention pond and similar matters which are being utilized by New Project. "Pro rata share" as used in this Section 19, shall include all costs of construction, costs of engineering, costs of permits, costs of land, costs of landscaping, cost of insurance, construction interest, an administration fee of 15% of all other costs and similar matters.

- E. On the same basis as 19 D above, New Property shall pay its pro rata share to Lorna Stone (or Condominium Homeowners Association) of all costs of maintaining, insuring, improving, replacing, or expanding the roads, signage, utilities, retention pond and similar matters which are utilized by or which benefit the New Property.
- 20. **Prohibited Uses**. Without the approval of the Rochester Hills Planning Commission City Council, the following uses shall not be permitted in the PUD:
 - A. Drive through windows or similar facilities;
 - B. Fast food restaurants;
 - C. Sale of alcoholic beverages by the glass;
 - D. Uses requiring outside storage of vehicles;
 - E. Gas stations;
 - F. Industrial manufacturing facilities; and
 - G. Hazardous chemical storage.
- 21. **Notices**. All notices required herein shall be in writing, either hand delivered with receipt of delivery or by certified mail, return receipt requested as follows:

For Rochester Hills: City of Rochester Hills Attn. Planning Director 1000 Rochester Hills Drive Rochester Hills, MI 48309

For Lorna Stone: Lorna Stone Investments, L.L.C. Attn: Joseph Maniaci 1111 W. Long Lake Road, Suite 103 Troy, MI 48098 With a Copy to: Paul L. Nine, Esq. Paul L. Nine & Associates, P.C. 100 W. Long Lake Road, Suite 102 Troy, MI 48304-2773

- 22. **Contract**. The terms of this Agreement are contractual and not a mere recital and the Owners represent and warrant that they intend to be bound thereby.
- 23. <u>Good Faith</u>. When either Rochester Hills or Lorna Stone is required to take action and/or give its consent under this Agreement, such action shall be taken in good faith in terms of time and substance.
- 24. **Entire Agreement**. This Agreement constitutes the entire Agreement between the Owners and Rochester Hills as to the subject matter and supercedes any and all prior representations, statements, promises and undertakings of any kind, whether oral or written.
- 25. Ordinance Requirements. Except as set forth in this Agreement and the Final PUD, the Land shall be developed in accordance with the Rochester Hills' Code of City Ordinances. In the event, this Agreement or the Final PUD Plan are inconsistent with the Rochester Hills' Code of ordinances, regulations or design standards, then this Agreement and the Final PUD Plan shall control. The parties acknowledge and understand that further modifications may be requested by Lorna Stone to vary the strict requirements of Rochester Hills' ordinances and design standards. Subject to Section 18 above, the City Council shall make all decisions on such requests.
- 26. <u>Waiver</u>. No waiver of any of the terms and conditions of this Agreement shall be binding or effectual for any purposes unless expressed in writing and signed by both Lorna Stone and Rochester Hills and any such waiver shall be effective only in the specific instance and for the purposes given.

- 27. **Severability**. In the event that any provision of this Agreement is found to be void, illegal, or invalid for any reason, the remaining provisions shall nevertheless remain in full force and effect.
- 28. **Construction**. Any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation and construction of this Agreement.
- 29. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together constitute a single Agreement.
- 30. **Term of Agreement**. This Agreement will run with the Land and may be revoked only upon the written agreement of both Lorna Stone and Rochester Hills.
- 31. **Remedies**. In the event that a party believes the other party is not acting reasonably or in conformity with this Agreement, then the aggrieved party may petition the Oakland County Circuit Court to resolve such dispute and the parties shall make themselves immediately available for a hearing on a date to be set by the Court. In the event that the Court finds the 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.
- 32. <u>Effective Date</u>. This Agreement shall not be effective until it 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.

Ву:		
	Its: Mayor 1000 Rochester Hills Drive Rochester Hills, MI 48309	
Ву:		
Its:	Clerk 1000 Rochester Hills Drive Rochester Hills, MI 48309	
Мо	ndrian Properties Lorna Stone l	Development, L.L.C.
Ву:	Joseph Maniaci, its Member 1111 W. Long Lake Road, Suite	- e 103

City of Rochester Hills

Troy, MI 48098

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MONDRIAN PROPERTIES LORNA STONE DEVELOPMENT, L.L.C. PLANNED UNIT DEVELOPMENT AGREEMENT

This Agreement is based on the following Recitals which the parties acknowledge are true and binding upon the parties hereto:

RECITALS

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- II. The Land is currently owned by the persons/entities shown on Exhibit B. Lorna Stone either owns each parcel of the Land or represents to Rochester Hills that it has a Purchase Agreement/Option to acquire any individual parcels of the Land not owed by Lorna Stone, together with written authorization from the current owners of each such parcel of the Land enabling Lorna Stone to submit such Land to this Agreement. (Lorna Stone and the individual owners, as set forth on Exhibit B, are collectively referred to as "Owners.")

- III. The Land is currently zoned as set forth in Exhibit B.
- IV. The Owners and Rochester Hills agree that a PUD is appropriate for this development, instead of standard zoning, and will provide for greater benefits than standard zoning, including:
 - A. A PUD will minimize adverse impacts from traffic through consolidating access to adjoining roads and limiting curb cuts;
 - B. A PUD will permit creation of better internal traffic circulation on the entire property;
 - C. Portions of the Land constitute a Historic District as defined in the Rochester Hills' Zoning Ordinance and a PUD will permit rehabilitation of the existing historic building in the Historic District as part of a comprehensive plan for redeveloping the northeast quadrant of Adams Road and South Boulevard in the City of Rochester Hills;
 - D. A PUD will permit consolidation of open space creating parks for the residences of the PUD, these parks shall be part of the common area of the PUD and such open spaces shall be for the use of the residences of the PUD;
 - E. A PUD will allow for greater innovation and design of the structures within the PUD including creating a community conducive to walking, biking and with conversation inducing porches;
 - F. The PUD will permit the redevelopment of parcels that are now surrounded by non residential development; and
 - G. A PUD will permit a great variety of housing types which will accommodate a variety of different family demographic units to live in harmony with each other.
- V. Lorna Stone has submitted an application and development plan for a PUD that fully complies with the requirements set forth in the City of Rochester Hills' Zoning Board Minutes,

Section 138-1001 *et seq.*, or such Zoning Ordinance has simultaneously herewith been amended so that the resulting PUD is in full compliance with this Agreement and with the Zoning Ordinance.

- VI. The Land will be developed as a PUD in compliance with Rochester Hills' Zoning Ordinance Section 138-1001, *et seq.*, and substantially in accordance with the site plan attached as Exhibit C ("Plan").
 - VII. Acting pursuant to Rochester Hills Zoning Ordinance Section 138-1004:
 - A. A pre-application workshop with the Historic Planning Commission occurred on June 12th, 2003;
 - B. A pre-application workshop with the Planning Commission occurred on June 16th, 2003;
 - C. A pre-application workshop with the City Council occurred on July 23, 2003;
 - D. A preliminary review of the PUD by the Planning Commission of the conceptual plan occurred on Sept. 16th, 2003;
 - E. A preliminary review of the PUD by the City Council of the conceptual plan occurred on Nov. 5th, 2003;
 - F. A preliminary review of the PUD by the Planning Commission of the conceptual plan (as revised and attached hereto) occurred on February 15, 2005;
 - G. The final review of the PUD occurred on _____;
 - H. The final site plan approval occurred on _____; and
 - I. Final approval of the PUD rezoning occurred on ______
- VIII. The Planning Commission and City Council, after proper notice, publication, hearings, and full compliance with applicable state law and the Rochester Hills' Zoning Ordinance, reclassified the Land, as provided in the Zoning Ordinance, as a PUD.
 - IX. The PUD will contain modifications of the Zoning Ordinance and other ordinance

requirements, including parking requirements, changes to set backs, changes to area, changes to tree

preservation, street paving widths, and the placement of utilities, sidewalks, street lighting and related matters.

- X. Rochester Hills finds that the future development plans, uses, and conditions shown on the Plan (Exhibit C), are reasonable and promote the public health, safety and general welfare of the citizens of Rochester Hills and are consistent with the surrounding uses.
- XI. Rochester Hills acknowledges and agrees that the Land has been given full and final PUD approval and the Land has been re-zoned to PUD, as more fully described in Rochester Hills' Zoning Ordinance Section 138-1001, et seq., and that all relevant provisions of the Zoning Ordinance have been satisfied, including any amendments of ordinances which are necessary to permit the execution of this Agreement.
- XII. Rochester Hills acknowledges and agrees that the Land may be developed as set forth in the Plan in phases, including the area marked on the Plan as "Future Phase. The Future Phase does not have final site plan approval but the Future Phase shall be submitted for final site plan approval, in general accord with the rest of this PUD, to Rochester Hills before any above ground improvements are made to such part of the Land comprising the Future Phase.

THEREFORE, the Owners and Rochester Hills, in consideration of the mutual covenants contained in this Agreement, agree as follows:

TERMS OF THE AGREEMENT

1. **Permitted Uses and Historic District**. The Owners agree that the Land

owned by them will be used only in accordance with the Plan and for such uses as specifically permitted in this Agreement. For all other uses, prior permission will be sought from Rochester Hills in the form of an amendment to the Plan. The legal description of the portion of the Land which comprises a Historic District as defined in the Rochester Hills ordinances is attached as Exhibit G. All final site plans and elevations located in the Historic District shall require approval of the Historic District Commission of Rochester Hills in accord with the Rochester Hills ordinance. The renovations, as approved by the Historic District Commission, to the existing building in the Historic District shall be completed as part of the first phase of the PUD.

- 2. Architectural Standards and Building Materials. All buildings on the Land will be constructed in general conformance with the elevation drawing and with the materials shown and listed in Exhibit D.
- 3. <u>Deviation From Ordinance Standards</u>. All improvements in the PUD shall conform to the height, area, bulk and other standards of the Zoning Ordinance except as provided in this Agreement (including the Exhibits hereto). The following are permitted as deviations from the Zoning Ordinance (and any other relevant ordinances) standards:
 - A. The minimum width of the limited common element assigned to each single family detached condominium unit, measured at the front set back line, shall be at least fifty-five (55) feet;
 - B. There shall be no minimum side yard set back in the PUD but there shall be a minimum of ten (10) feet between the residential portion of the structures; provided, however, the corners of a garage maybe a minimum of five (5) feet from the adjacent houses; and provided, at all times, the fire code shall be met;
 - C. Front yard set backs shall be a minimum of fifteen (15) feet. If a porch is part of a unit, then the porch may encroach eight (8) feet into the front setback (i.e., seven (7) feet from the front set back);
 - D. No building shall be less than ten (10) feet from the Land boundary lines; Page 5 of 15

- E. The maximum height of the mid-rise residential buildings, excluding chimneys shall be fifty (50) feet above grade measured at the average grade of the front of the structure.
- F. The maximum height of all buildings on the site (other than the mid-rise residential), excluding chimneys shall be thirty five (35) feet above grade measured at the average grade of the front of the structure.
- G. Except as specifically provided in this Agreement, all proposed final site plans for the Project shall meet all applicable Fire Department requirements prior to final site plan approval.
- 4. <u>Units Types</u>. The units constructed on the Land shall be for uses and be built in general conformance with one of the styles shown in Exhibit D, specifically detached single family, attached live/work, attached single family, retail/office, office and mid-rise residential. All side and rear elevations of the styles shown on Exhibit D shall generally conform with the style and materials shown on the front elevations on Exhibit D.

All unit types shall be organized as condominiums. Owner shall be allowed to substitute unit types shown on Exhibit C with unit types illustrated on Exhibit D provided: (i) parking per residential unit is not decreased; (ii) parking per square foot of office or retail is not decreased; (iii) open space (measured by square foot) is not decreased; (iv) the Historic House is not eliminated or changed from the plans previously submitted; (v) the density on the PUD does not exceed 175 residential units; (vi) the total square footage of all the retail and office is not increased (but may be reallocated between units); and (vii) all other specific requirements set forth herein are met (e.g., heights and set back requirements). An example of such Owner permitted substitution would be if attached single family was not selling, Owner could substitute detached single family for the attached single family but at all times there shall, at a minimum, remain fifteen (15) attached single family units. In connection with such substitution of unit types, Owner shall submit to the administration a revised site plan for approval. If the administration believes the modification is material or is not complying with the PUD, then the staff may refer to the Planning Commission for its approval.

The proposed building 19 as shown on Exhibit C, at the option of Owner, shall either be: (i) removed from the Plan; (ii) set back from the adjacent single family home by an amount agreed to by the Planning Commission; (iii) substitute a different building type from among those shown in the Exhibits and approved by the Planning Commission; or (iv) an alternate proposal as approved by the Planning Commission.

5. <u>Trees and Woodlands</u>. The final site plans shall conform to the Rochester Hills tree ordinance.

- 6. <u>Landscaping</u>. Landscaping shall meet the minimum standards as required in the Rochester Hills ordinances.
 - 7. Wetlands. There are no wetlands requiring DEQ or other permits on the Land.
- 8. <u>Utilities</u>. Any utilities (i.e., water, waste water, and storm water collection and treatment facilities) shall be constructed in accordance with the engineering standards of Rochester Hills or are in accord with the plans shown on Exhibit F. Security for construction and maintenance of all utilities shall be provided as in applicable Rochester Hills ordinances
- 9. **Streets and Parking**. Streets and parking "bump-outs" shall be constructed in accordance with the Plan and in the dimensions and specifications shown in Exhibit F.
- 10. Common Area. All general common elements, including the open space and retention pond, shall be maintained by all of the owners of the units in the PUD through the Condominium Association with costs to be allocated as set forth in the Association's Articles, Master Deed and Bylaws. All streets and related improvements shall be private (i.e., not dedicated to Rochester Hills) and shall be owned, replaced, changed, repaired and cleaned by the Condominium Association with costs to be allocated as set forth in the Association's Articles, Master Deed and By Laws.
- 11. <u>Signs</u>. The proposed size, location and type of permanent signs to be used in the PUD are set forth in Exhibit D. All proposed signs shall be reviewed and approved by the Rochester Hills' Building Department and conform to Rochester Hills sign ordinance. Normal "for sale" signs and signs for promotion of the project during the development period are permitted.

In addition to any other signs on the Project, Owner will include in the final site plan and construct at Owner's cost, a "gateway sign," as identified in the City's Gateway

- 12. **Road Improvements**. Lorna Stone shall pay for any acceleration, deceleration, or similar road improvements required by the Oakland County Road Commission, for purposes of ingress and egress to the Land. All curb cuts are subject to the approval of the Oakland County Road Commission. The roads in the PUD are anticipated to be private and will be subject to a Private Road Agreement to be reviewed and approved by Rochester Hills prior to issuance of the land improvement permit by the Rochester Hills building department. Exhibit H contains the approved road profile and related matters for the PUD.
- 13. Walking/Bike Paths. Lorna Stone shall construct, as part of the first phase of the PUD eight foot walking/bike paths on the Land paralleling both Adams and South Boulevard and shall build such paths to the corner intersection of Adams and South Boulevard, all in accordance with Rochester Hills' specifications.
- 14. **Parking**. Parking for the PUD shall be as shown on the Plan and Exhibit F. Any requirement in excess of that shown on the Plan as required in the Rochester Hills' zoning ordinance is hereby waived.
- Easements for placement as shown in Exhibit C. The easements for utilities shall be dedicated to Rochester Hills. The open spaces and retention areas shall remain private and subject to the Association control. The retention pond shall serve the Association subject to Association rules and cost of maintenance, repair and replacement as allocated by the Association's Articles, Master Deed and By Laws.

- 16. Phases. The construction shown on the Plan (Exhibit C) will take place in phases as determined by Lorna Stone. Construction on each phase shall be independent of construction on any other parcel. The phases may be constructed in any order or simultaneously and each separate phase shall require separate final site plan approval from Rochester Hills; provided however, as shown on "Exhibit A Future Phase Parcel Description Parcel C" shall not be submitted for review and approval by the City of Rochester Hills until such time as this excepted parcel can be included in the Project prior to final PUD approved by the City Council of Rochester Hills.

 During the construction period, Owner will be permitted to use units shown on Exhibit C as sales models and a sales/construction office. After approval of this PUD the administration may approve construction of the unit in which such sales office will be located and upon such terms as the administration deems reasonable.
- 17. **Governmental Approval**. Rochester Hills agrees to provide Lorna Stone site plan, condominium and any other required administrative approval, together with all other permits and licenses necessary and/or convenient to development of the PUD, upon receipt of the required application, payment of applicable fees, and compliance with all ordinances, statutes, rules and regulations, except as specifically provided otherwise in this Agreement, Rochester Hills also agrees to cooperate with Lorna Stone in applying for and obtaining such permits, licenses, or other approvals as are within the jurisdiction of other governmental agencies which are convenient or necessary to develop the PUD.
- 18. <u>Minor Modifications</u>. Modifications to the Final PUD Plan may be required from time to time. Such modifications may include, for example, any change specifically authorized in this Agreement and modifications as to building type sizes, shapes and elevations. Minor changes

to the Final PUD Plan may be approved by the Rochester Hills' administration without seeking Planning Commission or City Council approval. Minor changes may include: (a) any change specifically authorized elsewhere in this Agreement; (b) reduction in the size of any building and/or sign; (c) not more than a ten percent increase in the size of any building; (d) exterior building materials identified in Exhibit D may be replaced by similar types of exterior building materials of better or like quality; (e) relocation of any building, utility or other improvement up to five feet, if consistent with required set backs, open spaces and other standards; (f) landscaping identified in Exhibit E by materials of a similar type and which are of better or like quality or placing the same materials in different locations or substituting new plant materials for trees which were to be preserved; (g) changes in floor plans and configurations which do not alter the character or the use of the building; (h) internal rearrangement of the parking, streets or back lanes, which do not reduce the number of parking spaces (per residential unit or per square footage of an office/commercial building) or alter access locations or overall design concepts; (i) relocation of open spaces which does not decrease amount of open space; and (j) any other minor changes as determined by the administration. Any modification sought that exceeds the authority granted to the Rochester Hills administration in this paragraph 18, in the judgment of the Rochester Hills administration shall be submitted for approval to the Rochester Hills Planning Commission with any appeal being to the Rochester Hills City Council.

- 19. **Expansion of PUD**. In the event any property adjoining the Property ("New Property") desires or is required to join this PUD Agreement, the following rules shall apply:
 - A. The proposal, including all exhibits, shall be provided to Lorna Stone (or the Condominium Homeowners Association after completion of the

- development) for Lorna Stone's review, comment and approval.
- B. All buildings on the New Property shall be consistent with the architectural standards in the existing PUD.
- C. The New Property shall pay for all costs of connection (e.g., roads, utilities, retention pond and any similar matters) from the existing PUD to the New Property, including repairs to all existing improvements (e.g., replace landscaping, repair roads).
- D. New Property shall pay Lorna Stone the New Property's pro rata share (i.e., based on number of units on the existing PUD versus New Property or alternatively based on square footage of existing PUD units versus New Property units, whichever results in the highest payment to Lorna Stone) of all roads, signage, utilities, retention pond and similar matters which are being utilized by New Project. "Pro rata share" as used in this Section 19, shall include all costs of construction, costs of engineering, costs of permits, costs of land, costs of landscaping, cost of insurance, construction interest, an administration fee of 15% of all other costs and similar matters.
- E. On the same basis as 19 D above, New Property shall pay its pro rata share to Lorna Stone (or Condominium Homeowners Association) of all costs of maintaining, insuring, improving, replacing, or expanding the roads, signage, utilities, retention pond and similar matters which are utilized by or which benefit the New Property.
- 20. **Prohibited Uses**. Without the approval of the Rochester Hills Planning

Commission City Council, the following uses shall not be permitted in the PUD:

- A. Drive through windows or similar facilities;
- B. Fast food restaurants;
- C. Sale of alcoholic beverages by the glass;
- D. Uses requiring outside storage of vehicles;
- E. Gas stations:
- F. Industrial manufacturing facilities;
- G. Hazardous chemical storage; and
- H. Cellular Towers.
- 21. <u>Notices</u>. All notices required herein shall be in writing, either hand delivered with receipt of delivery or by certified mail, return receipt requested as follows:

For Rochester Hills: City of Rochester Hills Attn. Planning Director 1000 Rochester Hills Drive Rochester Hills, MI 48309

For Lorna Stone: Lorna Stone Investments, L.L.C. Attn: Joseph Maniaci 1111 W. Long Lake Road, Suite 103 Troy, MI 48098

With a Copy to: Paul L. Nine, Esq. Paul L. Nine & Associates, P.C. 100 W. Long Lake Road, Suite 102 Troy, MI 48304-2773

22. <u>Contract</u>. The terms of this Agreement are contractual and not a mere recital and the Owners represent and warrant that they intend to be bound thereby.

- 23. **Good Faith**. When either Rochester Hills or Lorna Stone is required to take action and/or give its consent under this Agreement, such action shall be taken in good faith in terms of time and substance.
- 24. **Entire Agreement**. This Agreement constitutes the entire Agreement between the Owners and Rochester Hills as to the subject matter and supercedes any and all prior representations, statements, promises and undertakings of any kind, whether oral or written.
- 25. Ordinance Requirements. Except as set forth in this Agreement and the Final PUD, the Land shall be developed in accordance with the Rochester Hills' Code of City Ordinances. In the event, this Agreement or the Final PUD Plan are inconsistent with the Rochester Hills' Code of ordinances, regulations or design standards, then this Agreement and the Final PUD Plan shall control. The parties acknowledge and understand that further modifications may be requested by Lorna Stone to vary the strict requirements of Rochester Hills' ordinances and design standards. Subject to Section 18 above, the City Council shall make all decisions on such requests.
- 26. <u>Waiver</u>. No waiver of any of the terms and conditions of this Agreement shall be binding or effectual for any purposes unless expressed in writing and signed by both Lorna Stone and Rochester Hills and any such waiver shall be effective only in the specific instance and for the purposes given.
- 27. **Severability**. In the event that any provision of this Agreement is found to be void, illegal, or invalid for any reason, the remaining provisions shall nevertheless remain in full force and effect.
- 28. <u>Construction</u>. Any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply to the interpretation and construction of this

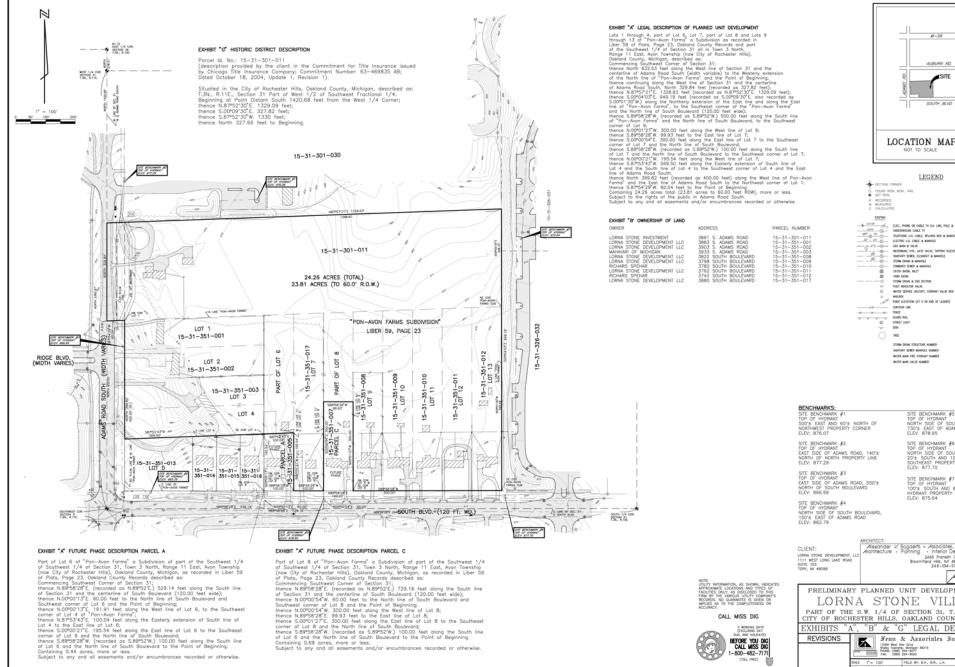
Agreement.

- 29. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together constitute a single Agreement.
- 30. **Term of Agreement**. This Agreement will run with the Land and may be revoked only upon the written agreement of both Lorna Stone and Rochester Hills.
- 31. Remedies. In the event that a party believes the other party is not acting reasonably or in conformity with this Agreement, then the aggrieved party may petition the Oakland County Circuit Court to resolve such dispute and the parties shall make themselves immediately available for a hearing on a date to be set by the Court. In the event that the Court finds the 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.
- 32. **Effective Date**. This Agreement shall not be effective until it 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.

SIGNATURES ON NEXT PAGE

City	y of Rochester Hills	
By:		
	Its: Mayor 1000 Rochester Hills Drive Rochester Hills, MI 48309	
By:		
Its:	Clerk 1000 Rochester Hills Drive Rochester Hills, MI 48309	
Мо	ondrian Properties Lorna Stone I	Development, L.L.C.
Ĭ	Joseph Maniaci, its Member 1111 W. Long Lake Road, Suite Troy, MI 48098	103

Word - P:\Data\Lorna Stone LLC\Plan Unit evelopment Agreement.doc



AUBURN RD. ✓SITE LOCATION MAP

LEGEND

ONE OF CORE OR CHEET TY ON LINE, POLE & DUT WEEK

SOFT CORE OF CORE TY

TREPHORE US. CHEET, SPUCHS BOT & NOWALE

LICENSE US. CHEET & SPUCHS BOT & NOWALE

SANTARY SEMER MANNOLE NUMBER WATER MAIN FIRE HYDRANT MUMBER WATER MAN VALVE NUMBER

SITE BENCHMARK #5 TOP OF HYDRANT NORTH SIDE OF SOUTH BOULEVARD, 730'± EAST OF ADAMS ROAD ELEV: 878.95

671.21

* *

SITE BENCHMARK #6
TOP OF HYDRANT
NORTH SIDE OF SOUTH BOULEVARD,
20'± SOUTH AND 10'± EAST OF
SOUTHEAST PROPERTY CORNER
ELEY: 877.70

SITE BENCHMARK #7 TOP OF HYDRANT 100'\$ SOUTH AND 65'\$ EAST OF HYDRANT PROPERTY CORNER ELEV: 875.64

PRELIMINARY PLANNED UNIT DEVELOPMENT PLAN LORNA STONE VILLAGE

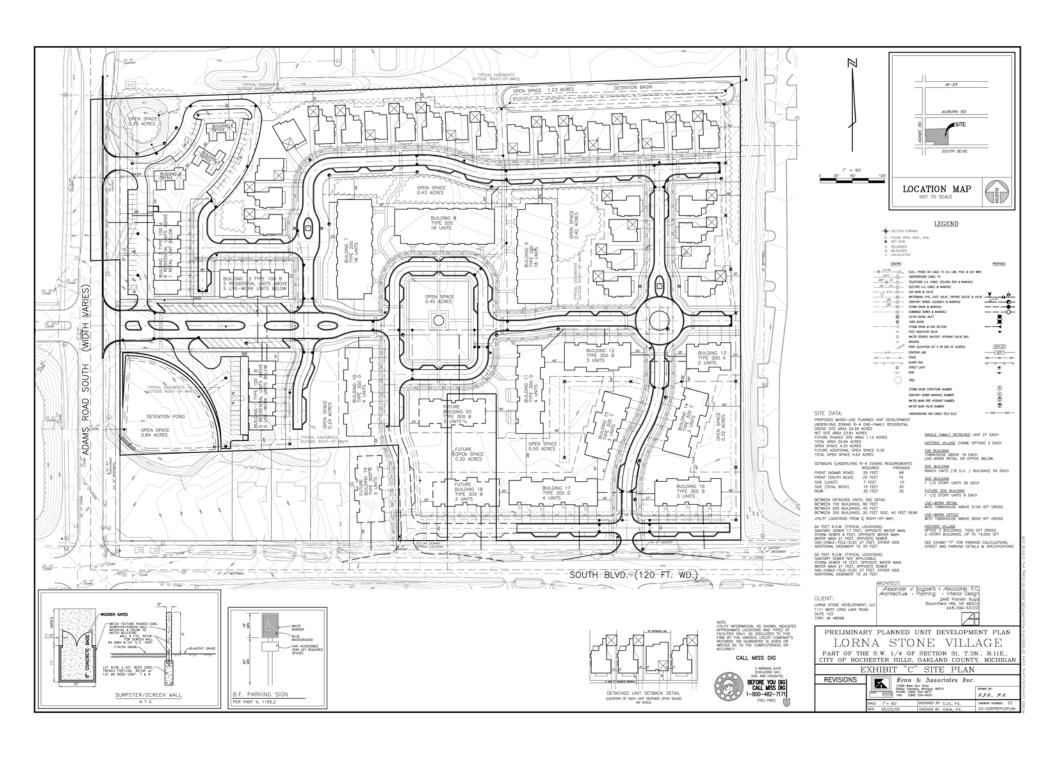
PART OF THE S.W. 1/4 OF SECTION 31, T.3N., R.11E., CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

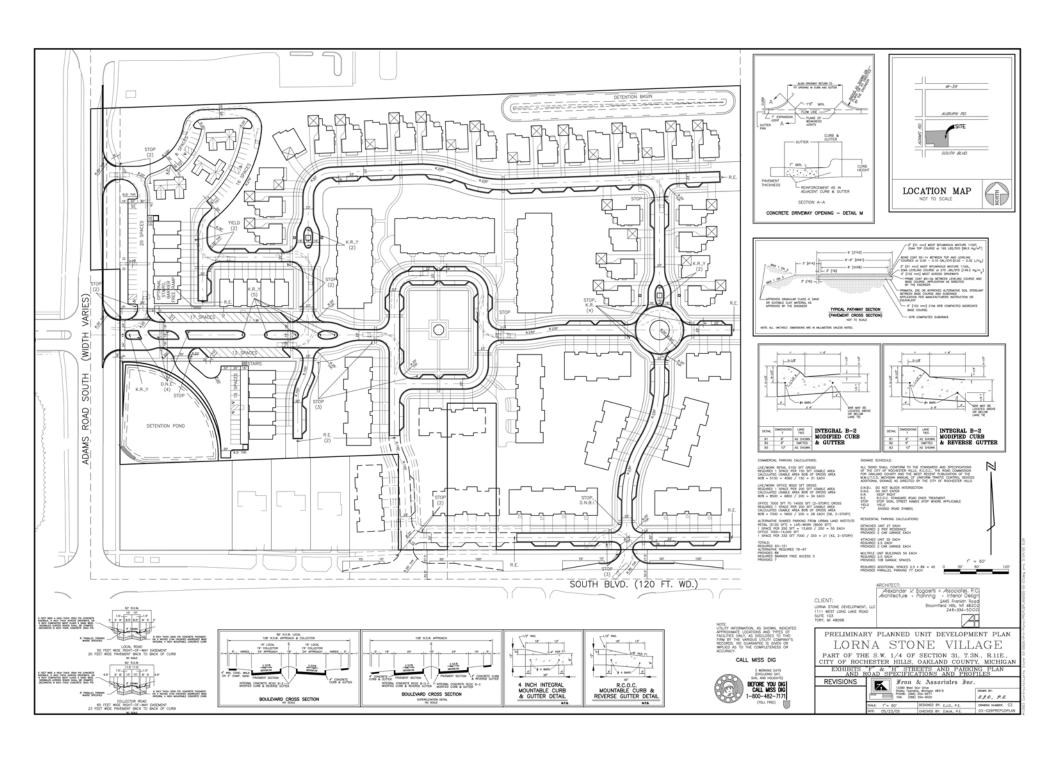
EXHIBITS "A", "B" & "G" LEGAL DESCRIPTIONS

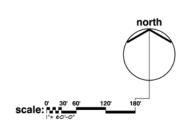
REVISIONS

Fenn & Associates Inc. 13399 West Stor Drive Shelly Tewnship, Michigen 48315 PHONE: (586) 254-9020 FXX: (586) 254-9020

8.7.0., 2.6. FELD BY: BH., BR., LH. 03-026PREPUDPL







landscape legend

deciduous trees (Maples, Cettis occidentalis, Zelkova serrata, Oaks, Lindens, Nyssa sylvatica, etc...) ornamental trees
(Eastern Redbud, Flowerin



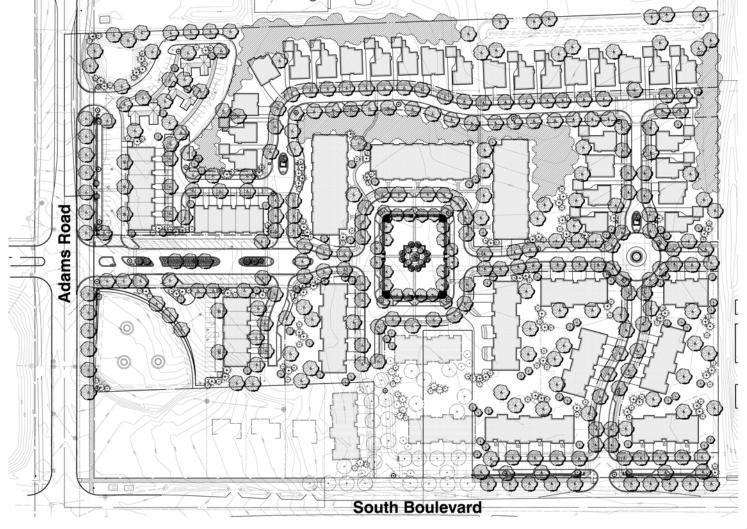
evergreen trees
(White Pine, Austrian Pine, White Spruce C



deciduous shrubs

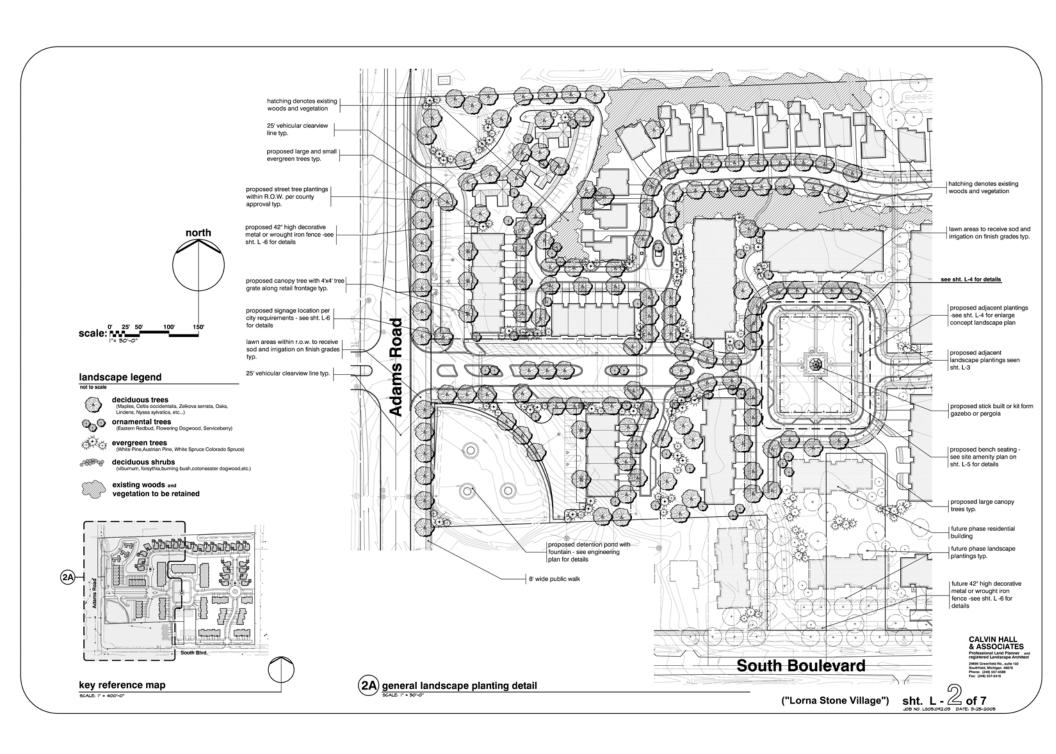
existing woods and vegetation to be retained

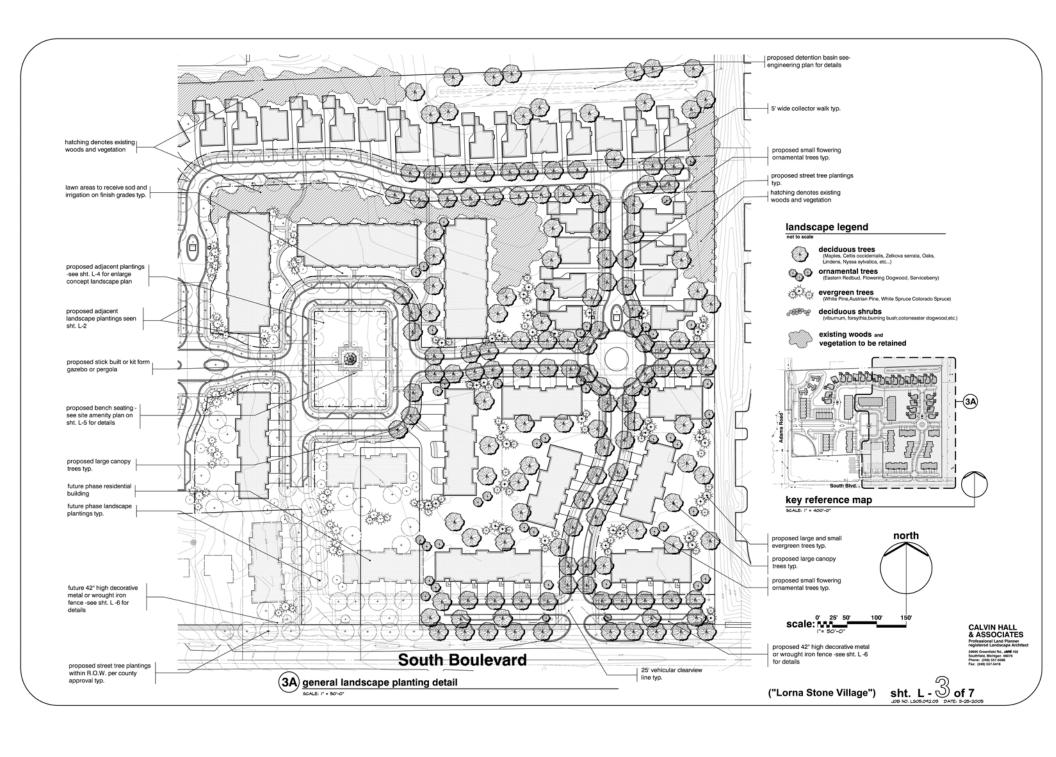
sheet index: overall landscape plan general landscape plan (west area) LS-2 general landscape plan (east area) LS-3 entry blvd. plantings & entry walls, fence, and signage LS-7

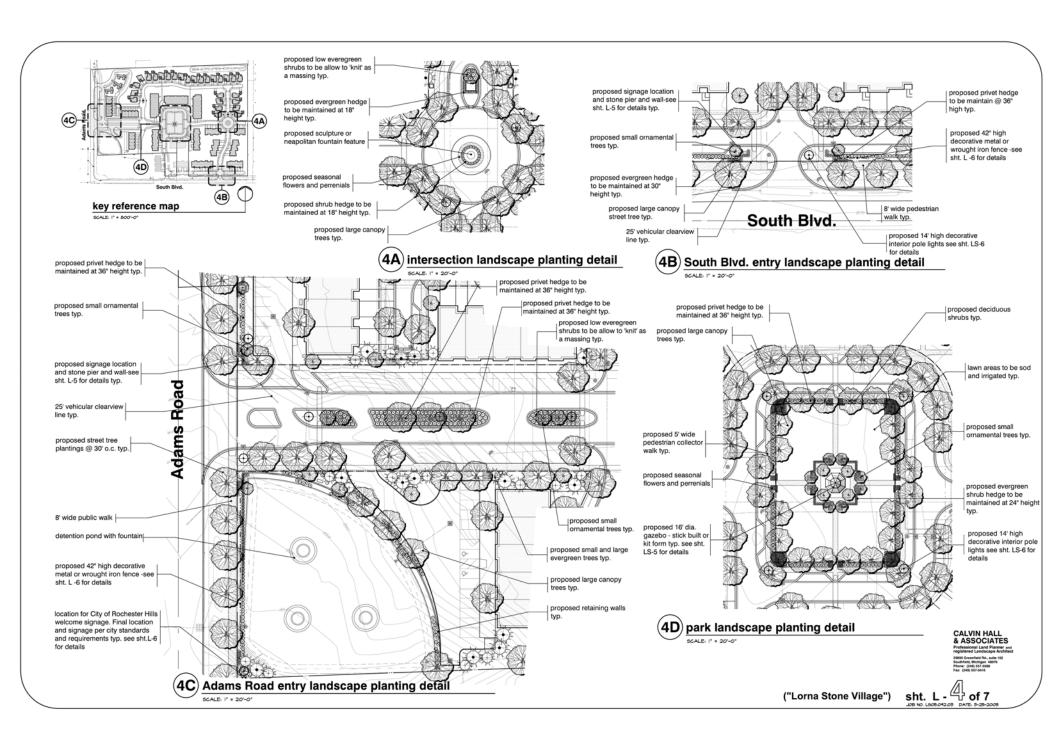


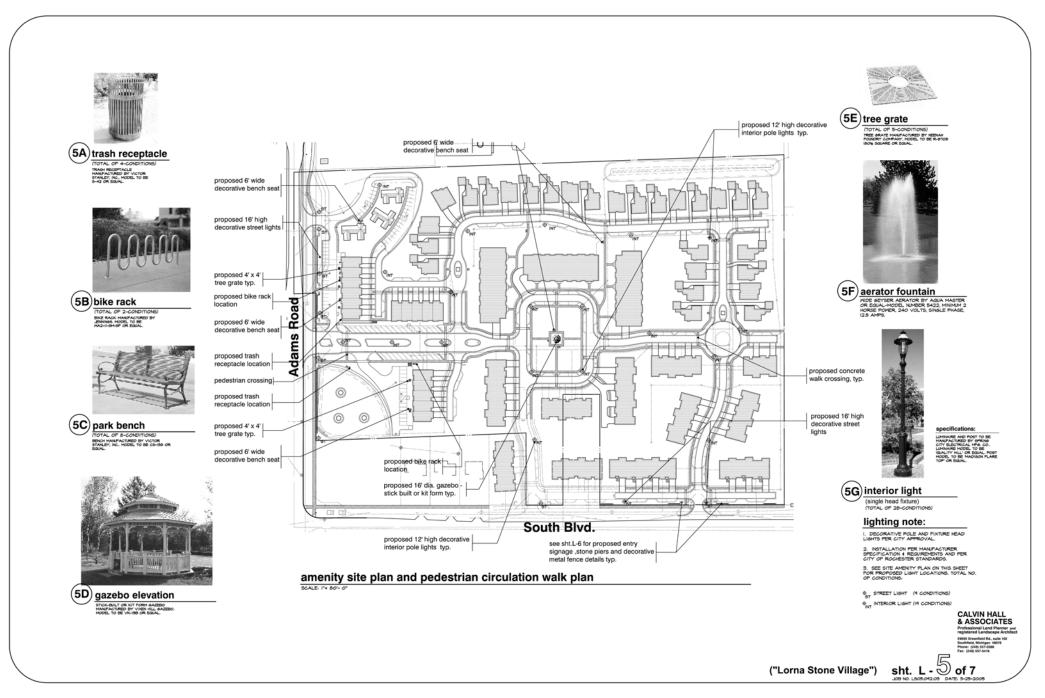
conceptual landscape plan for: City of Rochester Hills, Michigan

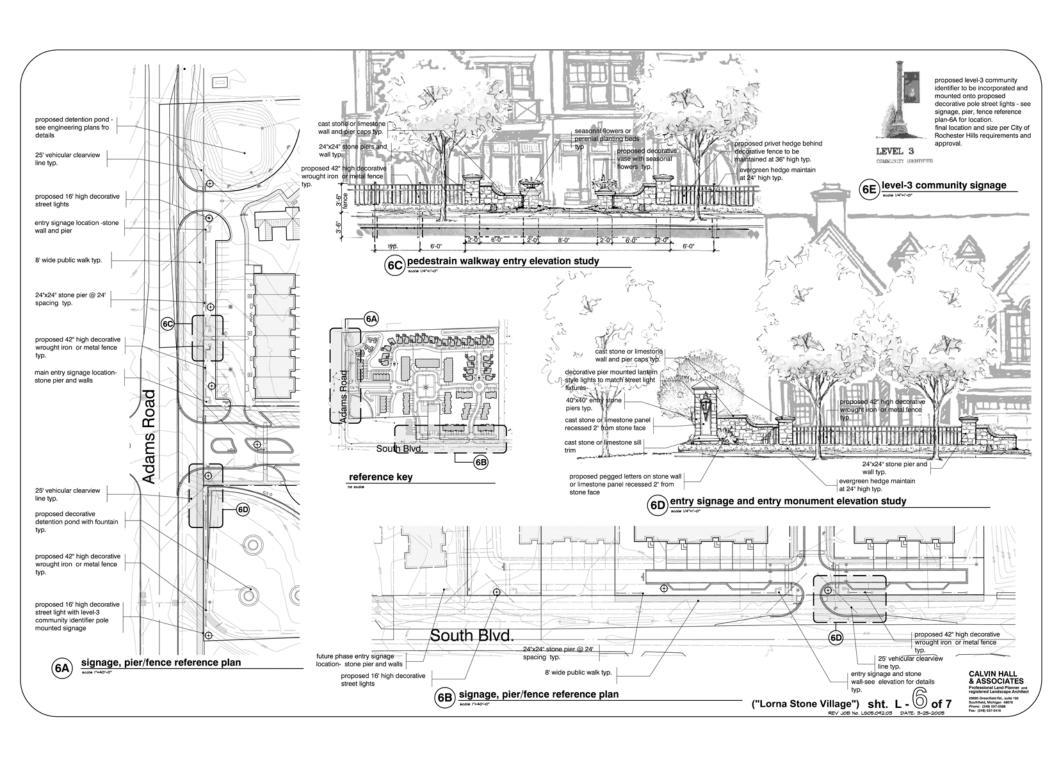
("Lorna Stone Village") sht. L - 1 of 7

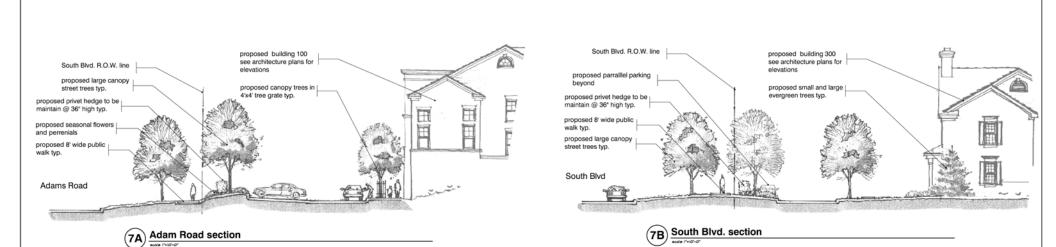


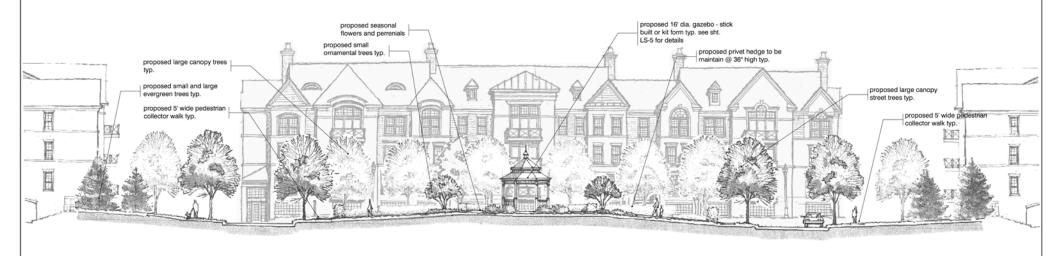












7C) Towne Square Park section

("Lorna Stone Village") sht. L - 7 of 7

CALVIN HALL & ASSOCIATES



HISTORIC LORNA STONE VILLAGE ROCHERTER HILLS, ME



Building 100

HISTORIC LORNA STONE VILLAGE

LORNA STONE LLC.

ROCHESTER HILLS, MI

Absorber M Sogners - Amounts II Advisorium - Rivering - There Des Jun Down Burnten Hs. 54 52 231-114-122



Building 200

HISTORIC LORNA STONE VILLAGE
LORNA STONE LLC. ROCHESTER HILLS, MI





Building 300

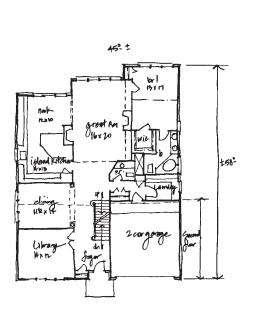
HISTORIC LORNA STONE VILLAGE

LORNA STONE LLC.

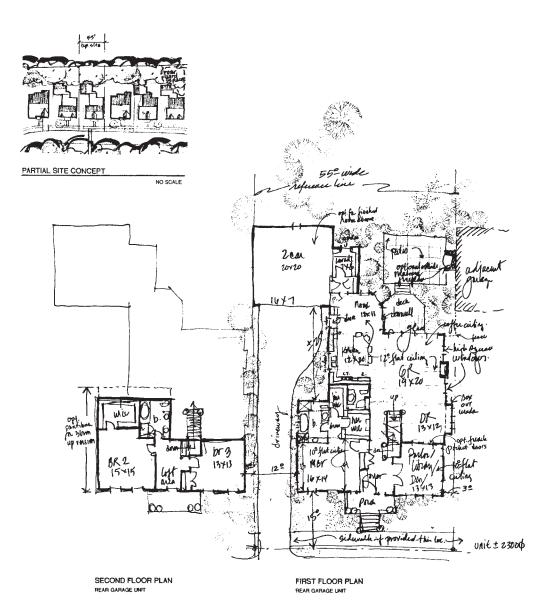
ROCHESTER HILLS, MI

Assorber I/ Bogoett + Assorber P.C. chilactus - Righting - Whator Catign 244 freeth face Sourched 48, M #303 248-134-100

A



FIRST FLOOR PLAN FRONT ENTRY GARAGE UNIT (SEC. FLOOR SIM. TO REAR GAR. UNIT)



DETACHED SINGLE - FAMILY

LORNA STONE ROCHESTER HILLS, MI

MONDRIAN PROPERTIES

Alexander V. Bogaerts + Associates, P.C.
Architecture - Planning - Interior Design
2445 Franklin Road

4



DETACHED SINGLE - FAMILY

LORNA STONE

MONDRIAN PROPERTIE

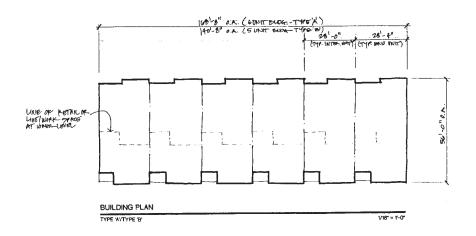
exonder V. Boggerts + Associates, P.C. hitecture - Planning - Interior Design 2445 Frontian Road Bloomfield Hitls, MI 48302 248-334-5000

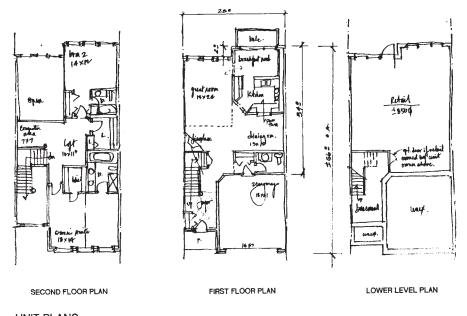
248-334-5000

BUILDING MATERIALS AND COLOR GUIDELINES:

SEE COLOR RENDERINGS FOR MATERIALS AND COLORS. SIDE AND REAR ELEVATIONS, SAME DESIGN. DEVELOPER MAY VARY COLORS SLIGHTLY WITHIN THIS PALLET.

STREETSCAPE ELEVATION





1/8" = 1'-0"

BUILDING 100

LORNA STONE

MONDRIAN PROPERTIES

Alexander I/ Bogaerts + Associates, P.C.
Architecture • Planning • Interior Design
2445 Fronkin and
Bloomfield Hths. M. 48302
245 - 334 - 5000





BUILDING 100

FRONT ELEVATION
5 UNIT WIDE (TYPE B)

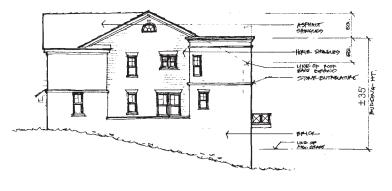
LORNA STONE

MONDRIAN PROPERTIES

Alexander V. Bogaerts + Associates, P.C. Architecture • Planning • Interior Design 2445 Franklin Road Bloomfled Hills. MI 48302 248+334-5000

BUILDING MATERIALS AND COLOR GUIDELINES:





RIGHT ELEVATION



BUILDING 100

LORNA STONE

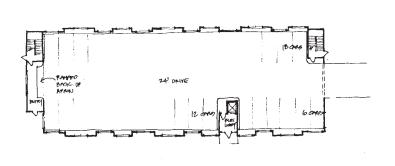
MONDRIAN PROPERTIES

Alexander V. Bogaerts + Associates, P.C. Architecture - Planning - Interior Cesign 2445 Franklin Road Bloomfield Hts. MI 43302

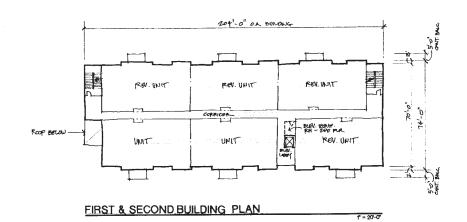
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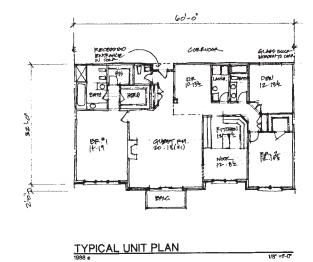
BUILDING MATERIALS AND COLOR GUIDELINES:

SEE COLOR RENDERINGS FOR MATERIALS AND COLORS. SIDE AND REAR ELEVATIONS, SAME DESIGN. DEVELOPER MAY VARY COLORS SLIGHTLY WITHIN THIS PALLET.



LOWER LEVEL BUILDING PLAN





f" = 20'-0"

BUILDING 200

LORNA STONE ROCHESTER HILLS, MI

MONDRIAN PROPERTIES



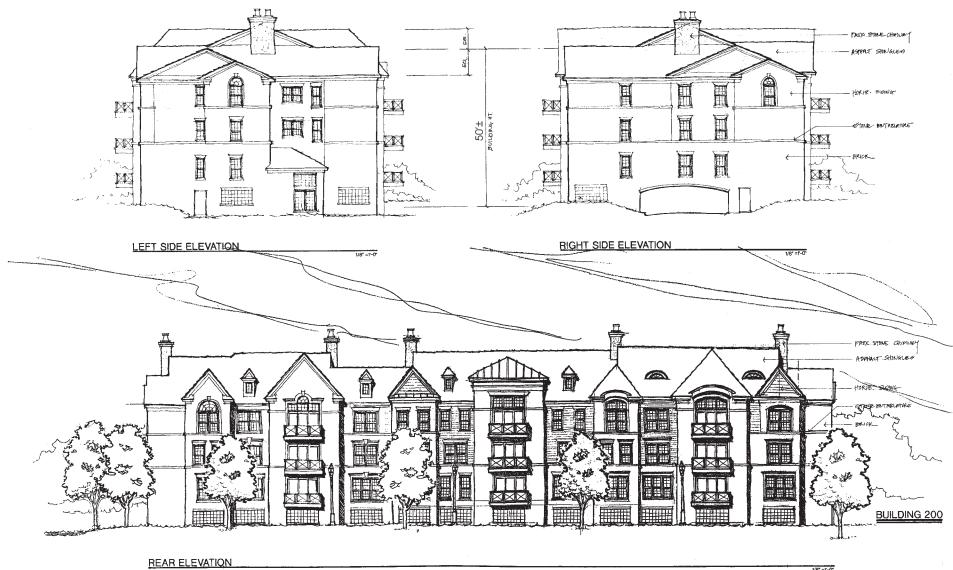
LORNA STONE

MONDRIAN PROPERTIES

Alexander V Bogaerts + Associates, P.C. Architecture - Planning - Interior Design - 1445 Frontia Road Bisomheld 1241-334-5000

BUILDING MATERIALS AND COLOR GUIDELINES:

SEE COLOR RENDERINGS FOR MATERIALS AND COLORS. SIDE AND REAR ELEVATIONS, SAME DESIGN. DEVELOPER MAY VARY COLORS SLIGHTLY WITHIN THIS PALLET.



BUILDING MATERIALS AND COLOR GUIDELINES:

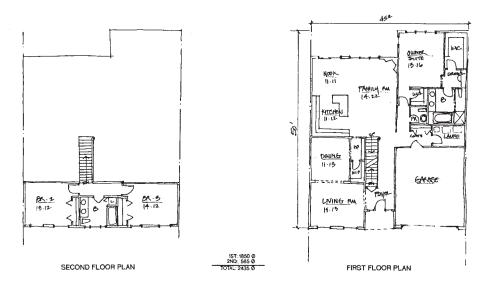
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LORNA STONE

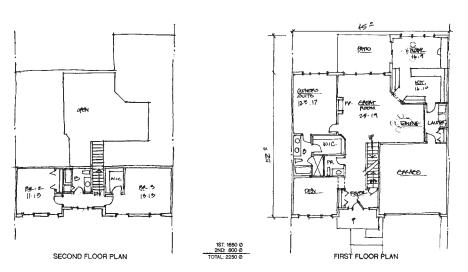
MONDRIAN PROPERTIES

Alexander V. Bogaerts + Associates, P.C. Architecture • Planning · Interior Design 2445 Franklin Rood Bloomfield 1986, MI 48302 248 • 334 • 5000





BUILDING PLANS



1/8" = 1'-0"

1/8" =1-0"

BUILDING PLANS
UNIT 301 - "1 1/2 STORY"

190'-8" O.A. (+ UNIT WIDE) 451-411 45'-4" (TYPIGAL INT. UNIT) (TYPICAL KNO UNIT)" PATE PATO PATIO PATIO UNIT 302 UNIT 301 UNIT 302 UNIT 301 P-

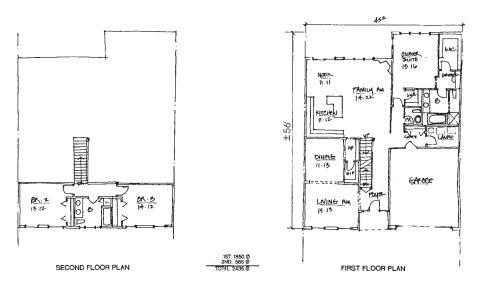
BUILDING PLAN NOTE: ACTUAL UNIT LOCATIONS MAY VARY PER SALES

BUILDING 300

LORNA STONE ROCHESTER HILLS, MI

MONDRIAN PROPERTIES

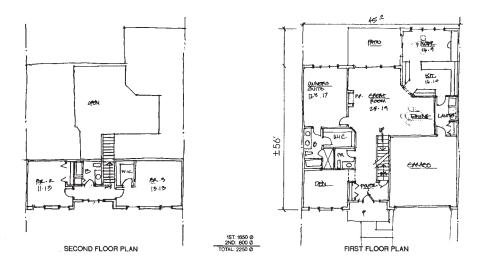




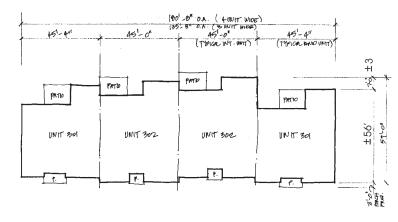
BUILDING PLANS

1/8" = T-0"

1/8" =1-0"



BUILDING PLANS
UNIT 301 - "1 1/2 STORY"



BUILDING PLAN NOTE ACTUAL UNIT LOCATIONS MAY VARY PER SALES

BUILDING 300

LORNA STONE ROCHESTER HILLS, MI

MONDRIAN PROPERTIES

Alexander I/ Bogaerts + Associates, P.C. Architecture • Pianning • Interior Design 2445 Frankin Road Bioarnheid 24 - 34 - 5000





FRONT ELEVATION

NOTE: ACTUAL UNIT LOCATIONS MAY VARY PER SALES

8° = 1'-0"

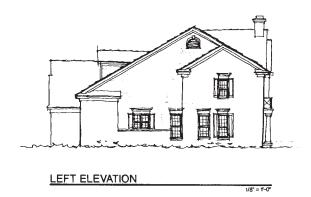
LORNA STONE ROCHESTER HILLS, MI

BUILDING 300

MONDRIAN PROPERTIES

Alexander V. Bogaerts + Associates. P.C. Architecture • Planning · Interior Design 2445 Franklin Rood Bloomfeld lib. MI 48302 248+334•5000

A





ASPHRUT SHINGLES HORIZ. STORY REAR ELEVATION

BUILDING 300

1/8" = T-0"

LORNA STONE ROCHESTER HILLS, MI

MONDRIAN PROPERTIES

Alexander V. Bogaerts + Associater, P.C. Architecture - Prohining - Interior Design 2445 Frankin Rood Boomheid: 248-334-5000

