

**ORDINANCE NO. 2014-05**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND USB MORTGAGE CORPORATION.

WHEREAS, the City of Monroe and KRW Communities entered into a Planned Unit Development Agreement ("Agreement") on September 29, 2006; and

WHEREAS, USB Mortgage Corporation have acquired the real property subject to the Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

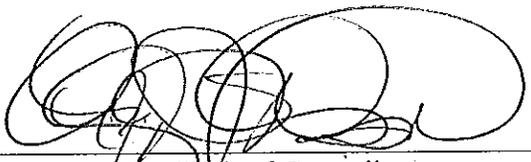
SECTION 1: The City Manager is hereby authorized to enter into an amended Planned Unit Development Agreement by and between the City of Monroe and USB Mortgage Corporation pursuant to the terms and conditions set forth on Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: February 25, 2014

ATTEST:

APPROVED:

  
\_\_\_\_\_  
Clerk of Council

  
\_\_\_\_\_  
Mayor

First Reading: February 11, 2014

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Sunshine Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the City of Monroe, Ohio, do hereby certify that the foregoing (ordinance or resolution) was published as Required by Section 7.16 of the Charter of the City of Monroe.

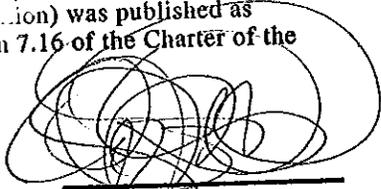
  
\_\_\_\_\_  
Clerk of Council  
City of Monroe, Ohio"

Exhibit "1" Ord No. 2014-05

**GIL-MAR MEADOWSS/ KRW COMMUNITIES  
PLANNED UNIT DEVELOPMENT AGREEMENT**

**MAJOR AMENDMENT #1**

THIS PLANNED UNIT DEVELOPMENT AMEMDMMENT AGREEMENT (the "Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between USB Mortgage Corporation, 8534 E Kemper Road Cincinnati, Ohio 45249, and the City of Monroe, Ohio.

Pursuant to the Winchester Homes – Gil-Mar Meadows/ KRW Communities Planned Unit Development Agreement, dated September 29<sup>th</sup>, 2006 the REVISED parties desire to enter into this Amendment to clarify the Major PUD Amendments including, the creation of fifteen lots for the purpose of single family detached homes, creation of 4 (four) landominiums, revised setbacks, architectural design criteria, removal of the age restriction, infrastructure improvements, dedication of Kaitlin Drive, expansion of the Planned Unit Development area to the existing 1.92 acre parcel (Lot 5122) and designation of the maintenance responsibilities of the 1.92 acre parcel (Lot 5122) detention area:

Whereas, the Monroe Planning Commission met at their regular scheduled August 20th, 2013 and November 19<sup>th</sup>, 2013 meeting to consider the following amendments with the Gil-Mar Meadows/ KRW Communities and to be further known as the Deer Walk Planned Unit Development:

Now therefore, the parties hereby agree to modify the September 29<sup>th</sup>, 2006 agreement sections to read as follows:

1. **Recitals.**

**USB Mortgage Corporation** has received approval from the Monroe Planning Commission for a comprehensive Stage II Planned Unit Development plan ("PUD") Amendment for the single family residential development plan known as Deer Walk (formally known as Winchester Homes – Gil-Mar Meadows/ KRW Communities Planned Unit Development Agreement) as reviewed by the Planning Commission on August 20<sup>th</sup>, 2013 and November 19<sup>th</sup>, 2013. The parties desire to enter into this agreement to memorialize the substantive conditions attached to this PUD Agreement.

2. **Scope of Application for this Agreement.**

This Agreement shall serve as an amendment to the Planned Unit Development Agreement for the entire Project area as specifically delineated in the rezone plat contained within the PUD amendment application (Attachment A). This shall include the adjacent 1.92 acre parcel (Lot 5122) containing the detention area.

3. **Ownership, Land use, and Infrastructure Improvement Conditions.**

- A. A Home Owners Association is required to be formed and supported by all property owners within the PUD for the maintenance and determination of future development of the detention basin on the 1.92 acre parcel (Lot 5122) and further depicted in Attachment A. If needed Staff can approve any future development of detention basin.
- B. The 6.13 acre project area (Pt Lot 369 and Lot 5122), including the 1.92 acre detention area and park land shall remain under the direction of the H.O.A for the duration of this agreement.
- C. The street Kaitlin Way and remaining area of Lena Drive shall be dedicated to the City of Monroe after the applicant has completed cleaning and televising the storm sewer system, all damaged / cracked curb is removed, and the final course of asphalt is installed as approved by the Public Works Department.
- D. Fifteen street trees shall be installed, one for every single family lot. Additionally, a payment of \$1,750 shall also be paid in lieu of the planting requirement.
- E. Street lights to match exiting lighting along Lena Drive shall be installed along Kaitlin and Lena.
- F. Within allowable federal regulations, cooperation with the Public Works Department shall occur regarding the location of the proposed driveways and mailboxes in the hammerhead area due to ongoing snow plowing and other maintenance issues.

4. **Waivers Granted by this PUD Amendment.**

The following deviations from the Monroe Zoning Code shall be expressly permitted:

- A. The entire 6.13 acre project area containing (15) Fifteen single family detached units and (4) four existing landminiums.
- B. The following waivers shall be permitted:
  - (1) Rear Yard- 20' rear yard setback for the 15 single family detached units
  - (2) Front yard- 12.5' front yard setback for the 15 single family detached units
  - (3) Side Yard- 5' side yard setbacks for the 15 single family detached units
  - (4) Lot 1 shall be granted to allow a 9' front yard setback.
  - (5) Lot 2 shall be granted to allow an 8' front yard setback from Lena Drive. Lot 2 access shall only be permitted via Lena Drive.
  - (6) Lots 1 & 2 shall also be permitted to have a 10' rear yard setback.
  - (7) Lots 4-15 shall be granted to allow a minimum of 1' setback from the rear yard for construction of accessory structures.
  - (8) Lots 1-3 may require variance approval for location of accessory structures and setbacks
  - (9) All lots shall be permitted to have more than 35% of lot coverage
  - (10) Minimum lot size shall be as designated for each lot as depicted on the Deer Walk Concept Plan (Attachment B).
  - (11) Concrete sidewalks shall be installed as depicted on Deer Walk Concept \Plan (Attachment B) as individual residential units are constructed. Within 5 years from the agreement approval, all sidewalks shall be constructed or completed in the PUD by USB Mortgage Corporation or its successor in the event individual residential units are not constructed within the 5 year timeframe.

5. **Occupant Related Deed Restrictions and Enforcement Procedure**

- A. Age Restriction- The age restriction previously established in the PUD shall be eliminated from this development.
- B. The subletting provision previously established shall be eliminated from this development.

6. **Architectural Requirements**

- A. The entire exterior of all wall areas (front, rear, sides), including gas fireplace insert cantilevers, gables, overhangs, kitchen and other bays, and other types of protrusions, of each dwelling shall be constructed of the following materials: brick, stone, cultured stone, cement siding, Hardy plank, wood, stucco and drive-it materials. Vinyl siding material shall be prohibited. At least 50% (excluding the garage door and windows) of the front facade of each dwelling shall be required to be brick, stone or a combination of the two.
- B. A minimum overhang length of twelve (12) inches shall be provided over all faces of the exterior walls of a dwelling.
- C. Flat overhead garage doors are prohibited. All garage doors shall be raised panel doors or have some type of relief feature in their construction so as to not appear as a completely flat surface.
- D. No dwelling shall be constructed with aluminum windows or aluminum primary exterior doors.
- E. All dwellings shall be constructed using a minimum of 6/12 pitched roof design and any front facing gables shall have a minimum of 6/12 pitched roof design. Porch roof may be constructed using a 4/12 pitched roof design.
- F. All single story dwellings shall be required to have at least three (2) front facing gables. A minor gable within a main gable counts does not count as two (2) gables. A minimum of one gable is required on all two story structures.
- G. All one-story dwellings shall be a minimum of 1,500 square feet of floor area. All one and a half and two story dwellings shall be a minimum of 1,700 square feet of floor area.
- H. All dwellings shall be required to have at least a two-car garage and any front facing garage shall be required to have brick or stone above the garage door to at minimum the first floor roofline.
- I. All driveways shall be constructed of concrete.
- J. All dwellings are required to install landscaping along the entire front elevation of the home except in areas where concrete driveways or sidewalks are located. The installation of the landscaping shall take place prior to occupancy of the home unless a bond is provided with the City of Monroe or as determined by the Zoning Enforcement Officer.
- K. The same dwelling unit shall not be constructed adjacent to each other unless significant material changes, brick or stone color variations, or other architectural features are constructed as determined by the Zoning Enforcement Officer.
- L. Outdoor storage is prohibited within the front yard; outdoor storage materials include but are limited to swing sets, trampolines, wood piles, etc.

M. Architectural requirements outlined above only pertain to single family lots.

7. **Minor Amendments**

Minor adjustments in the final development or site plan may be approved, resulting from field conditions, detailed engineering data, topography, or critical design criteria pertaining to drives, curb data, retaining walls, swimming pools, tennis courts, fences, building locations, signage and building configuration, parking area locations, or other similar project particulars, may be authorized in writing with the concurrence of the Director of Development, the City Chief Building Official, and the City Engineer. These minor adjustments may be permitted provided they do not increase density, decrease the number of parking spaces, or allow buildings closer to perimeter property lines. Further, such adjustment requests shall be supported by documentation, reviewed by the Director of Development, City Chief Building Official and City Engineer and determined by them to conform to the original purpose and intent of the Planned Unit Development approval. If the Director of Development, City Chief Building Official and City Engineer do not agree, such adjustments shall not be allowed except by amendment. The Plan Commission shall be advised of all minor adjustments authorized.

8. **Miscellaneous.**

This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. The parties agree that the specific conditions set forth in this Agreement shall be wholly enforceable against all subsequent purchasers and/or users of the Project or any portion thereof. Compliance with the approved PUD final development plan shall be controlled by Monroe Zoning Ordinance Chapter 1272.17 "Compliance With Approved Plan" unless specified otherwise herein. Failure to comply with the Preliminary Development Plan or subsequently approved final development plan shall initiate the enforcement actions set forth in Monroe Zoning Ordinance Chapter 1272.18 "Permit Revocation."

The terms and conditions of this Agreement are considered a modification of the Planned Unit Development Agreement by and between the City of Monroe and KRW Communities dated October 12, 2004 as well as a modification from the September 26<sup>th</sup>, 2006 Planned Unit Development Agreement. The terms and conditions of this Agreement shall supersede any conflicts which may exist between this Agreement and the October 12, 2004 Agreement and September 29<sup>th</sup>, 2006 Agreement. All other terms and conditions contained in the September 29<sup>th</sup>, 2006 Agreement not expressly modified herein shall remain in full force and effect.

If one or more of the provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable in any respect, that invalidity, illegality, unconstitutionality or unenforceability shall not affect any other provision. This Agreement shall be construed as if the invalid, illegal, unconstitutional, or unenforceable provision had never been contained herein.

This Agreement constitutes the sole and entire agreement between the parties, their successors, and assigns and no modification hereof shall be binding unless set forth in writing signed by the parties. This agreement shall be governed under the laws of the State of Ohio.

USB Mortgage Corporation shall cause this PUD Agreement and any subsequent amendments to this PUD agreement to be properly recorded at the Butler County Recorders Office prior to any Certificate of Occupancy permits being granted for any permanent structure located in the Project Area.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

Signed in the presence of:

THE CITY OF MONROE, OHIO

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
William J. Brock

USB Mortgage Corp.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OHIO                    )  
  )SS:  
COUNTY OF BUTLER            )

SWORN to and SUBSCRIBED in my presence by the said William J. Brock,  
City Manager of the City of Monroe on this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

STATE OF OHIO                    )  
  )SS:  
COUNTY OF BUTLER            )

SWORN to and SUBSCRIBED in my presence by the said

\_\_\_\_\_, \_\_\_\_\_ of USB Mortgage  
Corporation, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

THIS INSTRUMENT PREPARED BY: The City of Monroe, 233 South Main Street, Monroe,  
Ohio 45050. 513-539-7374.