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Building Scene

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The Hills of Lone Pine — in addition to estates homes — features several contemporary style cluster homes like this one by Bloomfield Hills architect Robert Swanson. Home fronts are designed to be inconspicuous, but the rear views have open, natural vistas.

Family ties

Homestead makes way for upscale development

By Gerald Frawley
staff writer

Developers are often accused of raping the land because they purchase large tracts of natural, unspoiled land, cut down trees, fill in wetlands, lay down concrete, bury pipes, hang wires and slap up houses.

Developers say abuses are things of the past, but even the most environmentally concerned developers would have to admit their ties to the land are tenuous.

Not James Vanderkloot, vice president and general manager of Texel Land Co. He's developing right in his former backyard — literally.

Vanderkloot, along with his father, Robert, and mother, Tuttie, are transforming the former 150-acre Vanderkloot family farm into the Hills of Lone Pine.

James' brother William and sister Karen DiChiera, although not officers of Texel Land Co., are also closely involved in the development of the former family farm, James Vanderkloot saic.

"We knew a time would come when the land vould be developed," Vanderkloot said of the substantial tract of prime real estate in Bloomfield Township at Lone Pine and Telegraph road.

"There was a fierce instinct in the family to see this done a certain way."

THE VANDERKLOOT family has a vested interest in how the development works out — and not only because they have lived there for nearly four decades. Robert and Tuttie Vanderkloot still live in the home they built in 1954.

If 150 acres of rolling, wooded hills and a posh Oakland County address isn't enough to make the average developer salivate, then throwing in a private lake completely surrounded by the property would.

Most developers are concerned about preserving the land, but few have the direct ties the Vanderkloot family had to the property. All of the now mature pine trees that dot the landscape were planted by the family long before the development.

Some, Vanderkloot said, were transplanted during construction, but many are still original plantings.

"There weren't any pine trees here when my family bought the property in 1952."

Prior to 1952, the land was owned by James Vernor Sr., founder of the Detroit soft drink company. The original Vernor farmhouse is slated for renovation this summer.

Vanderkloot said his family had no previous experience in development — they were formerly in industrial real estate and printing — so they toyed with the idea of selling the property or working out an arrangement with a developer.

"The more we considered the idea, the more we leaned toward developing it ourselves."

IF THE PROPERTY was going to be developed, so be it, but it was going to be developed by someone who knew and cared for it, Vanderkloot said. "Before all this started, we knew we wanted to create a theme in which the land would dominate the homes."

After beginning construction in 1984, the Hills of Lone Pine is two-thirds complete Vanderkloot estimated it will be another two years before the final third is finished

When finished, the Hills of Lone Pine will include 57 estate homes and 74 single residence, detached cluster homes. Only four estate homes sites and 35 cluster home sites remain

Developing property — particularly for a first timer — is not an easy task. And that task is made no easier then when the goals are lofty ones.

When the last home is built and the last family has moved in, Vanderkloot said he would like the Hills of Lone Pine to stand as a benchmark for the industry

"I want people to look at it and say, 'This is how it's supposed to be done.'"

Not being a developer, Vanderkloot said his chief source of information were those people he wanted to sell to

"I tried to find out what people wanted, rather than give them what I thought they wanted."

WITH CLUSTER homes ranging from $650,000 to $1.2 million and estate homes costing as much as $2.25 million, he knew he was going to be working with a discriminating clientele, Vanderkloot said.

Vanderkloot admits he made some mistakes along the way, but his anxiety and conservatism probably helped the development.

"In the long run, I probably saved money by doing things the hard way," he continued. When excavating ponds, for example, he put the cranes and the trucks in the pond areas, dug out the dirt, and then drove out.

A far quicker way, he said, would have been to take out some of the trees and have several crews excavating from the sides of the ponds.

"But then I would have had to replace those older trees — that would have cost a lot and hurt the site."

The Hills of Lone Pine is, admittedly, an exclusive development, Vanderkloot concedes, but his intent was not to appeal to the pretentious. "What makes it exclusive is what makes it harmonious — its charm is in its understatement."

WHEN HE AND his family set out to develop the property, Vanderkloot said he was worried homes might overpower the site.

"I wanted a subtle, unobtrusive development."

But unobtrusive does not mean boring, Vanderkloot said. Every effort designed to make the home front inconspicuous is matched by an equal effort to make the home rear spectacular

Just because his family is concerned with preserving the land it has owned for nearly 40 years in as close to a pristine state as possible, does not mean the land couldn't be improved, Vanderkloot said.

Texel Land Co. nearly doubled the size of Minnow Lake and formed an island in its middle, built two areas of ponds, turned two clearings into parks, created a brook, preserved a large on site wetland and created a nature area (although he did add several aerators in the area to prevent stagnation).

But his piece de resistance, Vanderkloot said, is his waterfalls. And all it took was several tons of granite slabs, two ponds, a pump house, and more engineering than he cares to go into, he said. But no matter how much a developer wishes to retain natural character, the whole development could be ruined by an odd assortment of homes.

"WE DECIDED all the homes should be a contemporary design with simple, clean lines that wouldn't compete with the (surroundings)," he said. "I think contemporary is also a bit more timeless."

The only option, Vanderkloot said, was to impose greater architectural controls — a practice becoming increasingly common in high-end developments.

All Hills of Lone Pine cluster homes are designed by three architects Robert Saarinen Swanson and Jack Brown, both of Bloomfield Hills, and Dale Ferriby of Farmington Hills Estate owners have more flexibility, but designs must be approved by an architectural committee made up of Texel Land Co principals, the architects and a consultant from the Ann Arbor-based firm Johnson, Johnson and Roy.

Vanderkloot said he is not trying to be dictatorial, but the more control, the more consistent the development "Plans can be modified — I don't think anyone (in the development) has used the exact designs we provide.

"Architectural controls are becoming more common because the public demands it," he said "People want to feel comfortable about the development, they want to know that if they move in today, they know what's going next door."

Because of this, the Hills of Lone Pine is not for everyone, he admits. "I had one guy who wanted to put a French Provincial estate — I can't tell you how hard it is to turn down someone who wants to give you $2 million."

Condo liable for auto accident?

condo queries
Robert M. Meisner

I was involved in an automobile accident while driving into my condominium project while on a city road. I have a broken arm and permanent scars on my face. Am I precluded by no-fault insurance laws from pursuing the person who caused the accident? And do I have any claim against the condominium association? My view of the intersection was blocked *by some* trees that were planted by the developer of the project.

It appears that you may have sustained a serious disfigurement that would take you out from under the limitations of the no-fault statute and allow you to sue the person who caused the damage to you in the automobile, assuming they were at fault in regard to the accident. You would not be limited to economic losses under no fault but could sue for pain and suffering and the traditional other types of damages normally found in tort cases.

You may also have a claim against the condominium association because it maintained an arguable safety hazard, if you can establish it by an accident reconstruction expert. But it appears that the road on which you were traversing was a public dedicated road for which the condominium does not have any direct responsibility.

Your personal injury attorney will be in a position to determine whether the condominium association has any responsibility regarding the trees, against the city or county that maintains the road or the other driver.

There also may be other potential defendants concerning this personal injury, including the person who planted the bushes. You also should be obtaining first-party no fault benefits for medical bills and property damage from your own insurance carrier.

I have an employee of the association who is being paid straight time for overtime because he lives in the condominium project and is the son of one of the directors. As a member of the board, I am concerned about this procedure and wonder what comments you have in regard to it.

You have expressed concern regarding a state of facts, which creates at least two legal questions. First, is the employee being paid in violation of the wage and hour laws by receiving straight time for hours worked beyond 40 hours per week? Chances are the employee is entitled to time and a half. That should be confirmed as soon as possible with the appropriate adjustments being made

The other aspect is the hiring of someone who is related to a board member. This is a bad idea in a number of respects. First, it is a bad idea for an association to hire employees who live in the complex for maintenance and other service-related tasks except in the context of a resident manager. Second, it becomes even more potentially a conflict of interest when the person hired is also affiliated with a member of the family of a member of the board. This creates, if not the *actual, an apparent* conflict of interest. You are best advised to terminate and pay the employee his back overtime as soon as possible.

Our developer had us sign a preliminary reservation agreement for the purchase of a condominium and told us we had 10 days from the time he notified us to sign a purchase agreement. We gave him a deposit when we signed the preliminary reservation agreement, and he also gave us a set of the condominium documents — master deed, disclosure statement, condominium buyer's handbook and the articles of incorporation.

We then went in approximately 15 days later and signed a purchase agreement. It said we should have nine business days to review the condominium documents from the time we received it. After signing the purchase agreement, we decided we did not want to go ahead with the purchase, but the developer balked at giving us our money back.

Our decision not to go ahead was within nine business days from the time we signed the purchase agreement, but the developer took the position that we had received the condominium documents at least 20 days prior and that therefore we had a binding purchase agreement. What can we do?

Your developer is not in compliance with the condominium act. One of the condominium documents that you are entitled to review over a period of nine business days is the purchase agreement. Accordingly, it is my view that the developer had no right to withhold your escrow funds from being refunded, and you should immediately pursue the developer by notifying the escrow agent holding the funds of your demand for a reimbursement.

It may be necessary for you to obtain an attorney to enlighten the developer as to his responsibilities. Apparently, this is a common practice that is occurring among some developers who are not only violating the express terms of the statute but certainly the spirit of the intent of the legislature in regard to giving purchasers a reasonable opportunity to review the condominium documents once they enter into a purchase agreement

Robert M. Meisner is a Birmingham attorney specializing in condominiums, real estate and corporate law. You are invited to submit topics about condominiums that you would like to see discussed in this column by writing Robert M. Meisner at 30200 Telegraph Road, Suite 467, Birmingham 48010. This column provides general information and should not be construed as legal opinion.

Today's shakes, shingles have history

(AP) — From the saltboxes that dot the Northeastern shoreline — especially in Cape Cod — to California's ornate Victorians, wood shakes and shingles are part of America's past

Whether the traditional square butt or the multipatterned fancy-cut variety, it's hard to beat the beauty of this natural, textured siding.

Historically, shakes and shingles were made from many types of wood, including cedar, redwood, oak, cypress, pine spruce and fir. Although they are still made from a variety of species — particularly on some of the more sophisticated architectural restoration jobs — cedar is the most common wood used for today's shakes and shingles.

What's the difference between a shingle and a shake? Shingles are machine-sawn into smooth, tapered boards that range in size from about 3 or 4 inches wide to more than 16 inches wide. Shakes, on the other hand, are hand-split with a steel-bladed froe, then sawn in half. This gives them their rough surface and flat, smooth back

The traditional way to install shakes and shingles is called single coursing. Each piece of siding is attached so that it covers about half of the one below it. Only two nails are used to secure each shake or shingle and are spaced so that the following course covers them. This is the common way homes were shingled on the East Coast

SIDING WITH double courses is the way to achieve deeper shadow lines and wide weather exposures, from 12 inches to 16 inches, depending on the shingle size you use. It can also be more economical, since a lesser-grade product is used for the undercoursing that is fastened with one nail at the top of each shake or shingle