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2015R-021741
RECORDED ON
07/13/2015 12:20:05 PM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 31.00
REMON: 4.00
PAGES: 8



**THIRD AMENDMENT TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN**

THIS THIRD AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT ("Third Amendment to PUD Agreement") is made as of the 23rd day of June, 2015, by and between Genoa Charter Township (hereinafter called the "Township)," the offices of which are located at 2911 Dorr Road, Brighton, Michigan 48116 and Chestnut Development, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 3800 Chilson Road, Howell, Michigan 48843.

WITNESSETH:

WHEREAS, Developer is the owner and developer of certain land located in the Township of Genoa, County of Livingston, State of Michigan more particularly described on Exhibit A hereto and incorporated herein by reference (sometimes hereinafter referred to as the "Property"); and

WHEREAS, in 2003, Developer first submitted its Application for rezoning the Property to Planned Unit Development ("PUD"), its PUD Plan, PUD Agreement and Impact Assessment to the Township for the PUD to be known as "Timber Green"; and

WHEREAS, at its February 16, 2004 regular public meeting, the Township Board approved the PUD Plan, PUD Agreement and Impact Assessment submitted by the Developer and rezoned the property to a PUD Zoning District to permit various land uses under a comprehensive development plan; and

WHEREAS, pursuant to the Township Board Approval and the Township's Ordinances, the Developer and the Township executed a PUD Agreement for the development of the Timber Green PUD on December 15, 2005; and

07-02-15P12:20 RCVD

2015RJ-0456



WHEREAS, pursuant to the Township Board Approval and the Township's Ordinances, the Developer and the Township executed a First Amendment to PUD Agreement for the development of the Timber Green PUD on September 12, 2014; and

WHEREAS, pursuant to the Township Board Approval and the Township's Ordinances, the Developer and the Township executed a Second Amendment to PUD Agreement for the development of the Timber Green PUD on October 20, 2014; and

WHEREAS, the Developer now wishes to amend the PUD Agreement to permit the construction of a 15' X 96' (1,440 square feet) overhang to be attached to the pole barn consisting of 5,760 square feet approved in the Second Amendment to PUD Agreement dated October 20, 2014, for a combined total square footage of the barn/overhang in the amount of 7,200 square feet; and

WHEREAS, the Township Board in its December 15, 2014 meeting approved the Developer's request to amend the PUD Agreement consistent with the Developer's request with the added condition that the overhang not be enclosed and on the terms and conditions set forth herein;

NOW, THEREFORE, the Developer and the Township, in consideration of the mutual covenants of the parties described herein, agree to amend the PUD Agreement as follows:

1. Approval of Construction of Overhang attached to Pole Barn on Parcel C. The following shall be added at the end of Section II, Paragraph L: "An overhang consisting of 1,440 square feet in size may be constructed and attached to the pole barn consisting of 5,760 square feet on Parcel C, for a combined total square footage of the barn/overhang in the amount of 7,200 square feet. The overhang shall not be enclosed."

2. Continuing Effect. Except as amended and modified by this Third Amendment to PUD Agreement, all other terms and conditions of the PUD Agreement, as previously amended, shall remain unchanged and in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth at the outset of this Third Amendment to PUD Agreement.


GENOA CHARTER TOWNSHIP,
a Michigan municipal corporation

By: 
Gary McCrie, Supervisor

By: 
Paulette A. Skolarus, Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Third Amendment to Planned Unit Development Agreement was acknowledged before me this 23rd day of June, 2015, by Gary McCrie and Paulette A. Skolarus, the Supervisor and Clerk respectively of Genoa Charter Township, a Michigan municipal corporation, on behalf of the corporation.


Kelly VanMarter, Notary Public
Livingston County, Michigan
My commission expires: 3-8-2020
Acting in Livingston County, Michigan

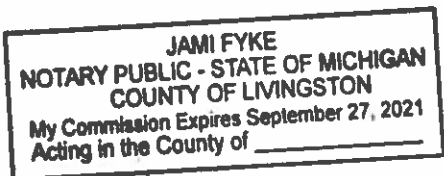
CHESTNUT DEVELOPMENT, L.L.C.,
a Michigan limited liability company

By: [Signature]
Steven J. Gronow, Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Third Amendment to Planned Unit Development Agreement was acknowledged before me this 22 day of June, 2015, by Steven J. Gronow, Managing Member of Chestnut Development, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

[Signature]
_____, Notary Public
_____, County, Michigan
My commission expires: _____
Acting in _____ County, Michigan



This Instrument Drafted By:

Roger L. Myers
MYERS & MYERS, PLLC
915 N. Michigan Ave.
Howell, Michigan 48843

When recorded return to ~~Banker~~;

Frank J. Mancuso, Jr.
Mancuso & Cameron, PC
722 E. Grand River Ave
Brighton, MI 48116



EXHIBIT A

EXHIBIT A TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN
(First of three pages)

Part of the Northeast $\frac{1}{4}$ of Section 29, T.2 N., R.5 E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northeast Corner of said Section 29: thence along the North line of Section 29, S $86^{\circ}39'11''$ W 212.30 feet; thence along the Westerly right-of-way line of Chilson Road, on the arc of a curve right 192.33 feet, radius 785.51, central angle of $14^{\circ}01'43''$ and a chord bearing S $36^{\circ}41'12''$ E 191.85 feet to the point of beginning; thence continuing along said Westerly right-of-way line of Chilson Road on the arc of a curve right 373.97 feet, radius of 785.51 feet, central angle of $27^{\circ}16'36''$, and a chord bearing S $16^{\circ}02'05''$ E 370.45 feet; thence N $87^{\circ}36'15''$ E 23.53 feet; thence along the East line of said Section 29, S $03^{\circ}07'47''$ E 600.81 feet; thence S $87^{\circ}15'19''$ W 203.60 feet, (previously described as West 200.00 feet); thence S $03^{\circ}07'47''$ E 216.00 feet, (previously described as South); thence along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 29, as previously surveyed and monumented, S $87^{\circ}15'19''$ W 1114.10 feet; thence continuing along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, S $87^{\circ}47'04''$ W 97.81 feet; thence along the Northeasterly line of the Ann Arbor Railroad right-of-way Northwest on an arc of a curve right 1801.45 feet, radius of 4612.69 feet, a central angle of $22^{\circ}22'35''$ and a chord bearing N $45^{\circ}41'17''$ W 1790.02 feet to a point lying N $86^{\circ}39'11''$ E 0.83 feet from the North $\frac{1}{4}$ corner of said Section 29; thence along the North line of Section 29, N $86^{\circ}39'11''$ E 1322.22 feet; thence S $51^{\circ}16'41''$ E 227.88 feet; thence S $39^{\circ}22'13''$ E 135.32 feet; thence S $80^{\circ}02'51''$ E 136.23 feet; thence S $18^{\circ}05'59''$ W 376.96 feet; thence S $65^{\circ}40'53''$ E 283.84 feet; thence S $85^{\circ}10'57''$ E 176.26 feet; thence S $69^{\circ}06'00''$ E 53.15 feet; thence N $06^{\circ}46'52''$ E 541.54 feet; thence N $67^{\circ}42'55''$ E 347.08 feet; thence N $69^{\circ}43'33''$ E 58.24 feet to the point of beginning. Containing 50.85 acres and subject to easements and right-of-ways of record. Also subject to and including the use of a 40 foot wide private driveway easement for Ingress and Egress and Public Utilities, described below.

Also

That part of the Southeast $\frac{1}{4}$ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S $86^{\circ}39'11''$ W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along the arc of a curve to the left, said arc having a radius of 818.51 feet, a delta angle of $10^{\circ}42'47''$, and a chord bearing N $47^{\circ}07'20''$ W, 152.82 feet along said

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(second of three pages)

centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 195.16 feet along the arc of a curve to the right, said curve having a radius of 1719.04 feet, a delta angle of 06°30'17", and a chord bearing N 49°13'29" W, 195.06 feet along said centerline to the point of beginning of the following described parcel; thence S 44°01'39" W, 263.33 feet; thence S 86°39'11" W, 620.32 feet; thence N 12°37'50" E, 351.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 202.34 feet along the arc of a curve to the left, said curve having a radius of 1719.04 feet, a delta angle of 06°44'3", and a chord bearing of S 42°36'01"E, 202.23 feet to the point of beginning. Containing 5.27 acres, more or less. Subject to rights of the public over the Northeast 33 feet for Chilson Road right-of-way. Together with and subject to an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.46 feet along a curve to the right, having a radius of 1719.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°51'10" W, 145.91 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.58 feet; thence N 12°37'50" E, 34.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

Also

That part of the Southeast ¼ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence S 86°39'11" W, 42.69 feet continuing along said South line to the southwesterly right-of-way for Chilson Road; thence Southeasterly, 192.33 feet along the arc of a curve to the right, said curve having a radius of 785.51 feet, a delta angle of 14°01'43", and a chord bearing of S 36°41'12" E, 191.85 feet along said Southwesterly right-of-way line; thence S 69°43'33" W, 58.24 feet; thence S 67°42'55" W, 347.08 feet; thence S 86°10'33" W, 431.74 feet; thence N 80°02'51" W, 136.23 feet; thence N 39°22'13" W, 135.32 feet; thence N 51°16'41" W, 227.88 feet to the South line of Section 20; thence S 86°39'11" W, 441.01 feet along said South line to the point of beginning of the following described parcel; thence S 86°39'11" W, 881.21 feet continuing along said South line to the Northeasterly right-of-way line of Ann Arbor Railroad;

thence Northwesterly, 1.56 feet along the arc of a curve to the right, said curve having a radius of 4612.69 feet, a delta angle of 00°01'10", and

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(Third of three pages)

a chord bearing of N 34°29'25" W, 1.56 feet along said Northeasterly right-of-way line to the North-South ¼ line of Section 20; thence N 02°25'52" W, 753.20 feet along said North-South ¼ line; thence N 86°54'58" E, 1084.57 feet; thence S 12°37'50" W, 779.58 feet to the point of beginning. Containing 16.98 acres, more or less. Together with an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.91 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.47 feet along a curve to the right, having a radius of 1719.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°49'26" W, 145.94 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.63 feet; thence N 12°37'50" E, 34.28 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

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RECORDED ON
08/28/2015 11:53:32 AM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 40.00
REMON: 4.00
PAGES: 11

**SECOND AMENDMENT TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN**

THIS SECOND AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT ("Second Amendment to PUD Agreement") is made as of the 20th day of October, 2014, by and between Genoa Charter Township (hereinafter called the "Township"), the offices of which are located at 2911 Dorr Road, Brighton, Michigan 48116 and Chestnut Development, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 3800 Chilson Road, Howell, Michigan 48843.

WITNESSETH:

WHEREAS, Developer is the owner and developer of certain land located in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on Exhibit A hereto and incorporated herein by reference (sometimes hereinafter referred to as the "Property"); and

WHEREAS, in 2003, Developer first submitted its Application for rezoning the Property to Planned Unit Development ("PUD"), its PUD Plan, PUD Agreement and Impact Assessment to the Township for the PUD to be known as "Timber Green"; and

WHEREAS, at its February 16, 2004 regular public meeting, the Township Board approved the PUD Plan, PUD Agreement and Impact Assessment submitted by the Developer and rezoned the property to a PUD Zoning District to permit various land uses under a comprehensive development plan; and

WHEREAS, pursuant to the Township Board Approval and the Township's Ordinances, the Developer and the Township executed a PUD Agreement for the development of the Timber Green PUD on December 15, 2005; and recorded in doc # 2015R-021740 (FM)

WHEREAS, pursuant to the Township Board Approval and the Township's Ordinances, the Developer and the Township executed a First Amendment to PUD Agreement for the development of the Timber Green PUD on September 12, 2014; and

WHEREAS, the Developer now wishes to effectuate a second amendment to the PUD Agreement to: (A) reduce the density of Timber Green by two units through the removal of Units 11 and 12 from the Condominium and by combining Units 11 and 12 with Parcels C, D and E (17) (the combined parcel is now known as "Parcel C"); and (B) permit the construction of a 5,760 square foot pole barn on the new Parcel C and provide sufficient buffering between the Condominium and the proposed pole barn; and

WHEREAS, the Township Board in its October 6, 2014 meeting approved the Developers request to this second amendment to the PUD Agreement consistent with the Developer's request and on the terms and conditions set forth herein;

NOW, THEREFORE, the Developer and the Township, in consideration of the mutual covenants of the parties described herein, agree to a second amendment of the PUD Agreement as follows:

1. Amendment of Approved Plan for PUD. Sheet C-3 (dated September 30, 2003) of the Final Site Development Plan that was attached as part of Exhibit B to the PUD Agreement is hereby replaced with, and superseded by, the Sheet C-3 that is dated September 25, 2014 and attached as Exhibit B to this Second Amendment to PUD Agreement.

2. Combination of Parcels into a new Parcel C and Restriction to Residential Construction. Section II, Paragraph A is deleted in its entirety and hereby replaced as follows:

"Parcels 11 and 12 of the Condominium are eliminated and, along with Parcels D and E, are combined to create a new Parcel C as depicted on Exhibit B hereto. The Parcels previously designated as Parcels 13 and 14 are renumbered as Parcels 11 and 12 respectively. In all districts designated for single-family residential use, the only permitted principal use shall be single-family dwellings; provided that accessory uses, buildings and structures customarily incidental to single-family residential use as allowed by the Genoa Township Zoning Ordinance shall be permitted uses. Provided, however, that no additional single family residences shall be constructed within the area depicted as Parcel C on Exhibit B hereto."

3. Reduction of Condominium Units. Section II, Paragraph B is deleted in its entirety and hereby replaced as follows:

"Developer represents that Developer has developed the Property identified as Parcels 1 through 9, both inclusive, and Parcels A and 2B in accordance with the PUD Plan, as amended, and presently intends to develop the parcels of the Property identified as Parcels 10, 11, and 12 on Exhibit B hereto as a residential building site condominium project under the provisions of the Condominium Act. Although Parcels B and C are part

of the PUD, such parcels will not be included in the site condominium project. Parcel B shall be established and is hereby approved as a separate building parcel under the Township's applicable parcel division ordinance which parcel is acknowledged by the Township to have been approved by the Livingston County Department of Public Health for installation of an on-site wastewater system in accordance with its regulations pertaining to parcel divisions rather than site condominiums. Parcel C is included in Exhibit B and in this PUD Agreement solely to evidence the Developer's agreement to restrict the parcel with reference to the Preservation Areas included within its boundaries as elsewhere herein provided and is not otherwise subject to participation in the proposed site condominium or restricted by any other aspects of the proposed development except as may be specifically set forth herein."

4. Approval of Construction of Pole Barn on Parcel C. A new Section II, Paragraph L shall be added as follows: "A pole barn consisting of 5,760 square feet in size may be constructed on new Parcel C in the location depicted on the revised Sheet C-3 attached hereto as Exhibit B. The pole barn is being permitted due to the reduction in the number of buildable units in the Condominium by two (2) units and the creation of a buffer area between the Condominium and the proposed pole barn."

5. Additional Provision in Master Deed Restricting Access over Timber Green Court. The Master Deed for Timber Green shall be amended to add the following provision: "The primary means of access to the pole barn to be constructed on Parcel C shall be the driveway access from Chilson Road through Parcel C. However, Parcel C shall possess an easement for the right of access over and through Timber Green Court and the Northwest portion of the cul-de-sac between Parcels 10 and 11 to provide a means of secondary access to Parcel C for emergency and non-commercial vehicular access only."

6. Continuing Effect. Except as amended and modified by this Second Amendment to PUD Agreement, all other terms and conditions of the PUD Agreement, as previously amended, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth at the outset of this Second Amendment to PUD Agreement.

[Signature Page Follows]

GENOA CHARTER TOWNSHIP,
a Michigan municipal corporation

By: [Signature]
Gary McCririe, Supervisor

By: [Signature]
Paulette A. Skolarus, Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Second Amendment to Planned Unit Development Agreement was acknowledged before me this 20th day of OCTOBER, 2014, by Gary McCririe and Paulette A. Skolarus, the Supervisor and Clerk respectively of Genoa Charter Township, a Michigan municipal corporation, on behalf of the corporation

[Signature]
Kelly Van Marter, Notary Public
LIVINGSTON County, Michigan
My commission expires: 3/8/2020
Acting in LIVINGSTON County, Michigan

CHESTNUT DEVELOPMENT, L.L.C.,
a Michigan limited liability company

By: [Signature]
Steven J. Gronow, Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Second Amendment to Planned Unit Development Agreement was acknowledged before me this 17 day of OCTOBER, 2014, by Steven J. Gronow, Managing Member of Chestnut Development, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

[Signature]
Kelly Van Marter, Notary Public
LIVINGSTON County, Michigan
My commission expires: 03/08/2020
Acting in LIVINGSTON County, Michigan

This Instrument Drafted By:

Roger L. Myers
MYERS & MYERS, PLLC
915 N. Michigan Ave.
Howell, Michigan 48843

When recorded return to ~~Drafter~~

✓ Frank J. Mancuso, Jr.
Mancuso & Cameron, PC
722 E. Grand River Avenue
Brighton MI 48116

EXHIBIT A

EXHIBIT A TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN

(First of three pages)

Part of the Northeast $\frac{1}{4}$ of Section 29, T.2 N., R.5 E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northeast Corner of said Section 29: thence along the North line of Section 29, S $86^{\circ}39'11''$ W 212.30 feet; thence along the Westerly right-of-way line of Chilson Road, on the arc of a curve right 192.33 feet, radius 785.51, central angle of $14^{\circ}01'43''$ and a chord bearing S $36^{\circ}41'12''$ E 191.85 feet to the point of beginning; thence continuing along said Westerly right-of-way line of Chilson Road on the arc of a curve right 373.97 feet, radius of 785.51 feet, central angle of $27^{\circ}16'36''$, and a chord bearing S $16^{\circ}02'05''$ E 370.45 feet; thence N $87^{\circ}36'15''$ E 23.53 feet; thence along the East line of said Section 29, S $03^{\circ}07'47''$ E 600.81 feet; thence S $87^{\circ}15'19''$ W 203.60 feet, (previously described as West 200.00 feet); thence S $03^{\circ}07'47''$ E 216.00 feet, (previously described as South); thence along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 29, as previously surveyed and monumented, S $87^{\circ}15'19''$ W 1114.10 feet; thence continuing along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, S $87^{\circ}47'04''$ W 97.81 feet; thence along the Northeasterly line of the Ann Arbor Railroad right-of-way Northwest on an arc of a curve right 1801.45 feet, radius of 4612.69 feet, a central angle of $22^{\circ}22'35''$ and a chord bearing N $45^{\circ}41'17''$ W 1790.02 feet to a point lying N $86^{\circ}39'11''$ E 0.83 feet from the North $\frac{1}{4}$ corner of said Section 29; thence along the North line of Section 29, N $86^{\circ}39'11''$ E 1322.22 feet; thence S $51^{\circ}16'41''$ E 227.88 feet; thence S $39^{\circ}22'13''$ E 135.32 feet; thence S $80^{\circ}02'51''$ E 136.23 feet; thence S $18^{\circ}05'59''$ W 376.96 feet; thence S $65^{\circ}40'53''$ E 283.84 feet; thence S $85^{\circ}10'57''$ E 176.26 feet; thence S $69^{\circ}06'00''$ E 53.15 feet; thence N $06^{\circ}46'52''$ E 541.54 feet; thence N $67^{\circ}42'55''$ E 347.08 feet; thence N $69^{\circ}43'33''$ E 58.24 feet to the point of beginning. Containing 50.85 acres and subject to easements and right-of-ways of record. Also subject to and including the use of a 40 foot wide private driveway easement for Ingress and Egress and Public Utilities, described below.

Also

That part of the Southeast $\frac{1}{4}$ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S $86^{\circ}39'11''$ W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along the arc of a curve to the left, said arc having a radius of 818.51 feet, a delta angle of $10^{\circ}42'47''$, and a chord bearing N $47^{\circ}07'20''$ W, 152.82 feet along said

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(second of three pages)

centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 195.16 feet along the arc of a curve to the right, said curve having a radius of 1719.04 feet, a delta angle of 06°30'17", and a chord bearing N 49°13'29" W, 195.06 feet along said centerline to the point of beginning of the following described parcel; thence S 44°01'39" W, 263.33 feet; thence S 86°39'11" W, 620.32 feet; thence N 12°37'50" E, 351.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 202.34 feet along the arc of a curve to the left, said curve having a radius of 1719.04 feet, a delta angle of 06°44'3", and a chord bearing of S 42°36'01"E, 202.23 feet to the point of beginning. Containing 5.27 acres, more or less. Subject to rights of the public over the Northeast 33 feet for Chilson Road right-of-way. Together with and subject to an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.46 feet along a curve to the right, having a radius of 1719.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°51'10" W, 145.91 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.58 feet; thence N 12°37'50" E, 34.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

Also

That part of the Southeast ¼ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence S 86°39'11" W, 42.69 feet continuing along said South line to the southwesterly right-of-way for Chilson Road; thence Southeasterly, 192.33 feet along the arc of a curve to the right, said curve having a radius of 785.51 feet, a delta angle of 14°01'43", and a chord bearing of S 36°41'12" E, 191.85 feet along said Southwesterly right-of-way line; thence S 69°43'33" W, 58.24 feet; thence S 67°42'55" W, 347.08 feet; thence S 86°10'33" W, 431.74 feet; thence N 80°02'51" W, 136.23 feet; thence N 39°22'13" W, 135.32 feet; thence N 51°16'41" W, 227.88 feet to the South line of Section 20; thence S 86°39'11" W, 441.01 feet along said South line to the point of beginning of the following described parcel; thence S 86°39'11" W, 881.21 feet continuing along said South line to the Northeasterly right-of-way line of Ann Arbor Railroad;

thence Northwesterly, 1.56 feet along the arc of a curve to the right, said curve having a radius of 4612.69 feet, a delta angle of 00°01'10", and

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(Third of three pages)

a chord bearing of N 34°29'25" W, 1.56 feet along said Northeasterly right-of-way line to the North-South ¼ line of Section 20; thence N 02°25'52" W, 753.20 feet along said North-South ¼ line; thence N 86°54'58" E, 1084.57 feet; thence S 12°37'50" W, 779.58 feet to the point of beginning. Containing 16.98 acres, more or less. Together with an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.91 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.47 feet along a curve to the right, having a radius of 1719.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°49'26" W, 145.94 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.63 feet; thence N 12°37'50" E, 34.28 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

EXHIBIT B

2014R-027338
RECORDED ON
09/26/2014 1:26:04 PM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 31.00
REMON: 4.00
PAGES: 8



**FIRST AMENDMENT TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN**

THIS FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT ("First Amendment to PUD Agreement") is made as of the 12th day of September, 2014, by and between Genoa Charter Township (hereinafter called the "Township)," the offices of which are located at 2911 Dorr Road, Brighton, Michigan 48116 and Chestnut Development, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 3800 Chilson Road, Howell, Michigan 48843.

WITNESSETH:

WHEREAS, Developer is the owner and developer of certain land located in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on Exhibit A hereto and incorporated herein by reference (sometimes hereinafter referred to as the "Property"); and

WHEREAS, in 2003, Developer first submitted its Application for rezoning the Property to Planned Unit Development ("PUD"), its PUD Plan, PUD Agreement and Impact Assessment to the Township for the PUD to be known as "Timber Green"; and

WHEREAS, at its February 16, 2004 regular public meeting, the Township Board approved the PUD Plan, PUD Agreement and Impact Assessment submitted by the Developer and rezoned the property to a PUD Zoning District to permit various land uses under a comprehensive development plan; and

WHEREAS, pursuant to the Township Board Approval and the Township's Ordinances, the Developer and the Township executed a PUD Agreement for the development of the Timber Green PUD on December 15, 2005; and

WHEREAS, the Developer now wishes to amend the PUD Agreement to reduce the required minimum square footage of homes constructed in the Timber Green PUD and to further permit the construction of single story homes; and

WHEREAS, The Township Board in its August 18, 2014 meeting approved the Developers request to amend the PUD Agreement consistent with the Developer's request and on the terms and conditions set forth herein;

NOW, THEREFORE, the Developer and the Township, in consideration of the mutual covenants of the parties described herein, agree to amend the PUD Agreement as follows:

1. Modification of Minimum Building Elevation and Square Footage Requirement. The first paragraph of Article II, Section D is hereby modified to read as follows:

D. Where not otherwise specified herein, all units and residences shall conform, at a minimum, with the following area and bulk requirements:

MINIMUM UNIT SIZE:

Area: 43,560 sq. ft.

Width: At the Street – 75 ft.

At Front Setback – 100 ft.

MAX BLDG. HGHT

35 feet

MIN. YARD SETBACKS

Front – 50 ft.

Side – 30 ft.

Rear – 60 ft.*

MINIMUM LIVING AREA

Two story homes: 2,500 sq. ft.

Single story homes: 2,000 sq. ft.

* Parcels 3-6, 13 and 14 shall maintain an 80 foot rear setback.

The Township Board, after review by the Planning Commission, may modify the foregoing minimum requirements at Developer's request on an individual Parcel Basis.

CHESTNUT DEVELOPMENT, L.L.C.,
a Michigan limited liability company

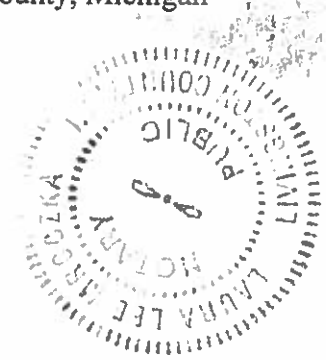
By: *Steven J. Gronow*
Steven J. Gronow, Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing First Amendment to Planned Unit Development Agreement was acknowledged before me this 10th day of September, 2014, by Steven J. Gronow, Managing Member of Chestnut Development, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.

LAURA LEE MROCZKA
Notary Public, Livingston County, MI
My Commission Expires Aug. 15, 2019

Laura Lee Mroczka
_____, Notary Public
_____, County, Michigan
My commission expires: 8-15-2019
Acting in Livingston County, Michigan



This Instrument Drafted By:

R Roger L. Myers
MYERS & MYERS, PLLC
915 N. Michigan Ave.
Howell, Michigan 48843

When recorded return to Drafter

EXHIBIT A

EXHIBIT A TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN
(First of three pages)

Part of the Northeast $\frac{1}{4}$ of Section 29, T.2 N., R.5 E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northeast Corner of said Section 29: thence along the North line of Section 29, S $86^{\circ}39'11''$ W 212.30 feet; thence along the Westerly right-of-way line of Chilson Road, on the arc of a curve right 192.33 feet, radius 785.51, central angle of $14^{\circ}01'43''$ and a chord bearing S $36^{\circ}41'12''$ E 191.85 feet to the point of beginning; thence continuing along said Westerly right-of-way line of Chilson Road on the arc of a curve right 373.97 feet, radius of 785.51 feet, central angle of $27^{\circ}16'36''$, and a chord bearing S $16^{\circ}02'05''$ E 370.45 feet; thence N $87^{\circ}36'15''$ E 23.53 feet; thence along the East line of said Section 29, S $03^{\circ}07'47''$ E 600.81 feet; thence S $87^{\circ}15'19''$ W 203.60 feet, (previously described as West 200.00 feet); thence S $03^{\circ}07'47''$ E 216.00 feet, (previously described as South); thence along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 29, as previously surveyed and monumented, S $87^{\circ}15'19''$ W 1114.10 feet; thence continuing along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, S $87^{\circ}47'04''$ W 97.81 feet; thence along the Northeasterly line of the Ann Arbor Railroad right-of-way Northwest on an arc of a curve right 1801.45 feet, radius of 4612.69 feet, a central angle of $22^{\circ}22'35''$ and a chord bearing N $45^{\circ}41'17''$ W 1790.02 feet to a point lying N $86^{\circ}39'11''$ E 0.83 feet from the North $\frac{1}{4}$ corner of said Section 29; thence along the North line of Section 29, N $86^{\circ}39'11''$ E 1322.22 feet; thence S $51^{\circ}16'41''$ E 227.88 feet; thence S $39^{\circ}22'13''$ E 135.32 feet; thence S $80^{\circ}02'51''$ E 136.23 feet; thence S $18^{\circ}05'59''$ W 376.96 feet; thence S $65^{\circ}40'53''$ E 283.84 feet; thence S $85^{\circ}10'57''$ E 176.26 feet; thence S $69^{\circ}06'00''$ E 53.15 feet; thence N $06^{\circ}46'52''$ E 541.54 feet; thence N $67^{\circ}42'55''$ E 347.08 feet; thence N $69^{\circ}43'33''$ E 58.24 feet to the point of beginning. Containing 50.85 acres and subject to easements and right-of-ways of record. Also subject to and including the use of a 40 foot wide private driveway easement for Ingress and Egress and Public Utilities, described below.

Also

That part of the Southeast $\frac{1}{4}$ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S $86^{\circ}39'11''$ W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along the arc of a curve to the left, said arc having a radius of 818.51 feet, a delta angle of $10^{\circ}42'47''$, and a chord bearing N $47^{\circ}07'20''$ W, 152.82 feet along said

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(second of three pages)

centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 195.16 feet along the arc of a curve to the right, said curve having a radius of 1719.04 feet, a delta angle of 06°30'17", and a chord bearing N 49°13'29" W, 195.06 feet along said centerline to the point of beginning of the following described parcel; thence S 44°01'39" W, 263.33 feet; thence S 86°39'11" W, 620.32 feet; thence N 12°37'50" E, 351.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 202.34 feet along the arc of a curve to the left, said curve having a radius of 1719.04 feet, a delta angle of 06°44'3", and a chord bearing of S 42°36'01"E, 202.23 feet to the point of beginning. Containing 5.27 acres, more or less. Subject to rights of the public over the Northeast 33 feet for Chilson Road right-of-way. Together with and subject to an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.46 feet along a curve to the right, having a radius of 1719.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°51'10" W, 145.91 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.58 feet; thence N 12°37'50" E, 34.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

Also

That part of the Southeast ¼ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence S 86°39'11" W, 42.69 feet continuing along said South line to the southwesterly right-of-way for Chilson Road; thence Southeasterly, 192.33 feet along the arc of a curve to the right, said curve having a radius of 785.51 feet, a delta angle of 14°01'43", and a chord bearing of S 36°41'12" E, 191.85 feet along said Southwesterly right-of-way line; thence S 69°43'33" W, 58.24 feet; thence S 67°42'55" W, 347.08 feet; thence S 86°10'33" W, 431.74 feet; thence N 80°02'51" W, 136.23 feet; thence N 39°22'13" W, 135.32 feet; thence N 51°16'41" W, 227.88 feet to the South line of Section 20; thence S 86°39'11" W, 441.01 feet along said South line to the point of beginning of the following described parcel; thence S 86°39'11" W, 881.21 feet continuing along said South line to the Northeasterly right-of-way line of Ann Arbor Railroad;

thence Northwesterly, 1.56 feet along the arc of a curve to the right, said curve having a radius of 4612.69 feet, a delta angle of 00°01'10", and

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(Third of three pages)

a chord bearing of N 34°29'25" W, 1.56 feet along said Northeasterly right-of-way line to the North-South ¼ line of Section 20; thence N 02°25'52" W, 753.20 feet along said North-South ¼ line; thence N 86°54'58" E, 1084.57 feet; thence S 12°37'50" W, 779.58 feet to the point of beginning. Containing 16.98 acres, more or less. Together with an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.91 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.47 feet along a curve to the right, having a radius of 1/19.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°49'26" W, 145.94 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.63 feet; thence N 12°37'50" E, 34.28 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.



2015R-021740
RECORDED ON
07/13/2015 12:20:04 PM
SALLY REYNOLDS
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI 48843
RECORDING: 43,00
REMON: 4.00
PAGES: 12

TOWNSHIP OF GENOA
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN

THIS AGREEMENT is made as of the 15th day of December, 2005, by and between the Township of Genoa, Livingston County, Michigan, (hereinafter called the "Township)," the offices of which are located at 2911 Dorr Road, Brighton, Michigan 48116 and Chestnut Development, L.L.C., a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 3800 Chilson Road, Howell, Michigan 48843.

WITNESSETH:

WHEREAS, Developer is the owner and developer of certain land located in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on Exhibit A hereto and incorporated herein by reference (sometimes hereinafter referred to as the "Property"); and

WHEREAS, Developer desires to develop the Property with various land uses under a comprehensive development plan as a planned unit development ("PUD" or "Planned Unit Development") to be known as "Timber Green"; and

WHEREAS, the Township's Planning Commission, after giving proper notice, held a public hearing on July 28, 2003, at which Developer's Preliminary Application for a PUD ("Preliminary Application") was considered, comments and recommendations of the public were heard, and the Planning Commission recommendations were made to the Township Board; and

WHEREAS, on August 18, 2003, the Township Board reviewed the Preliminary Application and made recommendations to Developer concerning the Preliminary Application; and

WHEREAS, on December 4, 2003, Developer submitted to the Planning Commission an Application for Final Approval of the PUD ("Final Application"), pursuant to the provisions of Article 10 of the Township's Zoning Ordinance ("Zoning Ordinance") and

WHEREAS, the Planning Commission, after giving proper notice, held a public hearing on January 26, 2004, as required by P.A. 184 of 1983, as amended, at which the Final Application was considered, comments and recommendations of the public were heard, and recommendations were made by the Planning Commission to the Township Board concerning the Final Application; and

WHEREAS, the uses to be permitted within a PUD may allow clustering of single family residential dwellings to preserve open space and natural features of the lands lying within the PUD; and

WHEREAS, the Township Planning Commission and the Township Board have reviewed the Final Site Development Plan, attached hereto as Exhibit B, and have approved the Final Site Development plan as to: (1) total acreage under consideration for the Planned Unit Development; (2) the general location and acreage therein for the specified zoning district (being single-family residential use); (3) the number and general locations of residential building sites; (4) the general locations of the various land uses; and (5) the general layout and types of street patterns; and

WHEREAS, the approved Final Site Development Plan for the PUD is consistent with the purposes and objectives of the Township; and further, is consistent with the Township's Zoning Ordinance pertaining to permitted land uses, the intensity of such uses, the size and location of open space areas and the manner of use thereof; and

WHEREAS, the Developer recognizes that the success of the development of the PUD depends upon several important factors, including ease of access by hard surface road, approved individual water supply and individual on-site sewage disposal; and

WHEREAS, Developer has made its application for final approval of the PUD to the Township Board pursuant to and in accordance with the provisions of Article 10 of the Township's zoning ordinance; and

WHEREAS, at a regular public meeting of the Township Board on February 16, 2004, the Township Board approved the Final Application submitted by the Developer and rezoned the property to a PUD Zoning District; and

WHEREAS, the Township's Zoning Ordinance requires the execution of a Planned Unit Development Agreement in connection with the approval of a PUD which Agreement shall be binding on the Township and the Developer;

NOW, THEREFORE, the Developer and the Township, in consideration of the mutual covenants of the parties described herein, and with the express understanding that this Agreement (sometimes hereinafter and in other documents related to Timber Green referred to as

the "PUD Agreement) contains important and essential terms as part of Final Approval of the Final Application, agree as follows:

I. GENERAL TERMS OF AGREEMENT

A. Township and Developer acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.

B. Township acknowledges and represents that the Property has been rezoned to a PUD Zoning District.

C. The PUD shown and described in Exhibit A (legal descriptions of PUD Site) and the Final Site Development Plan referenced herein as Exhibit B (and specifically captioned as "Construction Drawings for Timber Green" consisting of Sheets C-1 through C-11, both inclusive, and Sheet L-1) is hereby approved in accordance with the authority granted to and vested in the Township under and pursuant to Act No. 184, Public Acts of 1943, the Township Rural Zoning Act; Act No. 185, Public Acts of 1931 and Act No. 168, Public Acts of 1945, relating to Municipal Planning; and in accordance with the Zoning Ordinance of Genoa Township, enacted October 7, 1991, as amended, except as modified herein; subject to the terms of this Agreement and in compliance with Exhibit B, and in compliance with the Michigan Condominium Act, P. A. 59 of 1978 ("Condominium Act") and the Administrative Rules promulgated thereunder and all provisions of the Township Zoning Ordinance pertaining thereto (collectively referred to herein as the "Applicable Regulations"), according to the terms thereof as of the date of approval of the PUD.

D. The Approved Plan for the PUD ("Approved Plan") includes Exhibit A and Exhibit B. The Approved Plan was formulated by the Developer and approved by the Township based upon the material terms of the following documents, which were presented to the Township by the Developer:

1. Environmental Impact Statement
2. Soils Boring Information

The Developer and the Township acknowledge that the Approved Plan takes precedence over the terms of the foregoing documents.

E. Developer and Township acknowledge and agree that rezoning to PUD of the Property described in Exhibit A constitutes approval of Exhibit B as it sets forth the number of permitted dwelling units and the general configuration of permitted land use clusters to be submitted for specific condominium subdivision/site plan approval. Site plan review for the PUD described in Exhibits A and B are not subject to any subsequent enactments or amendments to the Zoning ordinance or the Applicable Regulations and will be reviewed and approved in light of this

Agreement including Exhibit B hereto, the Zoning Ordinance and Applicable Regulations as they exist at the date of this Agreement. Developer shall comply with Article 13 of the Zoning Ordinance, as modified herein and as may be otherwise required, with respect to any condominium subdivision/site plan approved by Township at Developer's request. Any subsequent zoning action by the Township shall be in accordance with applicable constitutional law, the Township Rural Zoning Act and the Zoning Ordinance.

F. The approval of the PUD described herein and in Exhibit B, and the terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property described on Exhibit A and shall run with and bind such Property and shall bind and inure to the benefit of the parties hereto and their successors and assigns.

II. SPECIFIC TERMS OF AGREEMENT REGARDING LAND USE AND LAND DEVELOPMENT.

A. In all districts designated for single-family residential use, the only permitted principal use shall be single-family dwellings; provided that accessory uses, buildings and structures customarily incidental to single-family residential use as allowed by the Genoa Township Zoning Ordinance shall be permitted uses. Provided, however, that no single family residence shall be constructed on Parcel C or Parcel D as designated on Exhibit B hereto. Further, no additional single family residence shall be constructed within the area depicted on Exhibit B as Parcel E (sometimes also referenced as Parcel 17).

B. Developer represents that Developer presently intends to develop the parcels of the Property identified as Parcels 1 through 14, both inclusive, on Exhibit B as a residential building site condominium project under the provisions of the Condominium Act, but that Parcels A, B, C, D and E, although included as a part of the PUD, will not be included in the site condominium project. Parcels A and B shall be established and are hereby approved as separate building parcels under the Township's applicable parcel division ordinance which parcels are acknowledged by the Township to have been approved by the Livingston County Department of Public Health for installation of on-site wastewater systems in accordance with its regulations pertaining to parcel divisions rather than site condominiums. Parcels C, D and E (17) are included in Exhibit B and in this PUD Agreement solely to evidence the Developer's agreement to restrict them with reference to the Preservation Areas included within their respective boundaries as elsewhere herein provided and are not otherwise subject to participation in the proposed site condominium or restricted by any other aspects of the proposed development except as may be specifically set forth herein.

C. At the time of filing a condominium subdivision/site plan review application, Developer shall indicate, for each individual building site ("Unit"), the proposed location for the building area within such Unit with attention to preservation of natural features, such as trees, views, vistas and topography. Final approval of the condominium subdivision/site plan shall constitute the Township's approval of the building area for the residence within each Unit and no residence shall be erected or placed other than within the confines of an approved building area. All areas

designated on Sheet L-1 of Exhibit B hereto as "Deeded Preservation Areas" (whether located within or outside of any Unit) shall be maintained in perpetuity in their respective natural states and restrictive covenants satisfactory to the Township shall be set forth in the condominium master deed, bylaws and any other real property restrictions or covenants applicable to the Property (collectively hereinafter sometimes referred to as the "Governing Documents"). All such Deeded Preservation Areas shall be limited in the Governing Documents to passive recreation, with no tree removal or wetland altering permitted. Such restrictions shall also affirmatively require that native vegetation and existing drainage patterns shall continue to be maintained within such Areas. In addition, all areas designated on Sheet L-1 of Exhibit B hereto as "Restricted Preservation Areas" need not be maintained in their natural state but shall be restricted as follows: (i) no tree measuring more than six inches in diameter at a point four feet above ground level shall be cut down without Township approval and (ii) no fertilizers containing phosphorous shall be used.

D. Where not otherwise specified herein, all units and residences shall conform, at a minimum, with the following area and bulk requirements:

MIN. UNIT SIZE		MAX. BLDG. HGHT.			MIN. YD. SETBACK			MIN. LIVING AREA
<u>Area</u>	<u>Width</u>	<u>Stories Feet</u>		<u>Front</u>	<u>Side</u>	<u>Rear</u>	<u>Sq. ft. per unit</u>	
	At Street - 75							
43,560	At Front Setback - 100	2	35	50	30	60*	3000	

*Parcels 3-6, 13 and 14 shall maintain an 80 foot rear setback.

The Township Board, after review by the Planning Commission, may modify the foregoing minimum requirements at Developer's request on an individual Parcel basis.

Developer acknowledges that Township, in evaluating site plans, may consider the effect of the plan on the natural environment and resources, the health, safety and welfare of the ultimate owners of the homes in the PUD and the plan's compatibility with adjacent uses of land with regard to promoting the use of land in a socially and economically desirable manner. In considering all such items, Township shall act reasonably to effectuate the purposes of the Zoning Ordinance.

E. Governing Documents controlling and limiting the use and enjoyment of the Property described in Exhibit A shall be submitted for review and approval by the Township Board before any final approval of permission to start residential construction within the PUD. The Governing Documents shall be binding on all successors in interest of the Property. The provisions of the Governing Documents shall not reduce minimum area and bulk requirements as stated in paragraph 11. D above, unless otherwise agreed upon in writing between Township and Developer. Among other things, the Governing Documents and any other pertinent restrictions shall provide, in accordance with the depictions on Exhibit B hereto, for the following which are specifically agreed by the Township and the Developer: (1) a private paved road of a minimum width of 26 feet (22 feet of pavement and 2 foot gravel shoulders on each side) as depicted on Exhibit B hereto with low level ornamental street lights adjacent thereto; further, the cul-de sac

and intermediate turnaround specifications for such road shall be as depicted and specifically set forth on the Exhibit B and shall incorporate vehicle turning radii and traffic safety standards in conformity with Township requirements; additionally, in connection with the such private road, it is also agreed that a private drive access from the private road to Parcel 2B on Exhibit B is approved and a further extension of said private drive access across Parcel 2B for access to Parcel B is likewise approved with applicable private road frontage requirements for Parcel B being hereby waived by the Township; (2) a gated entry (per the requirements of the Township, the Livingston County Road Commission and the Howell Fire Department) at the Chilson Road entrance with extensive landscaping in connection therewith including a 100-foot wide landscape buffer along the Chilson Road frontage which shall contain plantings as depicted on the Site Plan and which may also contain a bikepath or sidewalk for use by persons other than residents of the PUD area; (3) an internal park area, walking path and other common open space for the use and benefit of the residents of the Planned Unit Development as depicted on Exhibit B hereto; and (4) appropriate covenants and restrictions in the Governing Documents which are designed to incorporate the essential depictions and provisions of Sheet L-1 of Exhibit B hereto as relates to the Deeded Preservation Areas, the Restricted Preservation Areas and various developmental features with respect to the Property. The Developer agrees to maintain the existing woodland buffer along the southern boundary of the Property and to supplement the same with additional plantings as depicted on the Landscaping and Preservation Plan attached as a part of Exhibit B.

F. In no event shall the number of total dwelling units permitted within the PUD exceed seventeen (17), being sixteen (16) new single-family homes and one (1) existing residence, and which conform to the number thereof shown on Exhibit B, without re-application and the execution of a new PUD Agreement by the parties after proceedings in accordance with the procedures specified in the PUD Zoning District of the Zoning Ordinance. In no event shall the total number of dwelling units permitted within the PUD be less than the number of dwelling units provided for in Exhibit B without Developer's prior written consent.

G. In accordance with Article 10 of the Genoa Township Zoning Ordinance; the Genoa Township Planning Commission on January 26, 2004 has determined that the proposed development, as presented, may be served by on-site septic systems. Furthermore, the use of on-site septic systems shall meet the site condominium requirements of the Livingston County Department of Public Health (except as to Parcels A and B which shall be subject to separate Health Department requirements) and shall be subject to all other applicable laws and regulations.

H. In accordance with Article 10 of the Genoa Township Zoning Ordinance, the Genoa Township Planning Commission on January 26, 2004 has determined that the proposed development, as presented, may be served by individual wells for domestic water supply. Furthermore, the use of individual wells shall meet the site condominium requirements of the Livingston County Department of Public Health (except as to Parcels A and B which shall be subject to separate Health Department requirements) and shall be subject to all applicable laws and regulations.

I. The storm water retention/detention system for the PUD shall meet the requirements of the Livingston County Drain Commission and all applicable laws and regulations.

J. Certain common areas committed to the use of residents of the Property pursuant to the PUD Ordinance are designated as open space as depicted on Exhibit B. Such open space areas may also be used for landscaping and for storm water management including detention basins and sediment basins. Maintenance and supervision of all common areas shall be the responsibility of the condominium homeowners association ("Association") which shall be established to administer, manage and maintain the common areas of Timber Green.

K. All utilities required in connection with the development of Timber Green shall be installed underground.

III. MISCELLANEOUS TERMS OF THIS AGREEMENT

A. Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for violation of the Zoning Ordinance. Developer further understands and agrees that no use permits will be issued if the Developer is in breach of its duties under the PUD Agreement or the Master Deed for Timber Green.

B. The parties hereto make this Agreement on behalf of themselves, their successors and assigns and the signers hereby warrant that they have the authority and capacity to make this contract. All references to Developer herein shall include any successor to the Developer who or which may act as Developer of the Property or any part thereof and shall also include the Association. So long as Developer shall not violate any of the terms of this Agreement, it shall be relieved of further responsibilities hereunder upon conveyance by it of the Property or any part thereof to a successor developer and/or to the co-owners of some or all condominium Units and/or upon succession by the Association to various of the Developer's rights by assignment under and pursuant to the Governing Documents for Timber Green. This Agreement shall be recorded with the Livingston County Register of Deeds and the benefits and burdens set forth herein shall run with the Property described in Exhibit A.

C. This Agreement may be amended only by a written instrument executed and recorded by the parties hereto and their successors and assigns; provided, however, that the Association shall have the power and authority to execute any such amendment on behalf of any and all Unit owners and, provided further, that the joinder by the owners of the Property (or any of them) shall not be required to effectuate any amendment which does not have an adverse impact upon such owners (or any of them).

D. This Agreement may be executed in counterparts, each and all of which together shall constitute one and the same document.


[Signatures and acknowledgments appear on the following two pages]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth at the outset of this Agreement.

TOWNSHIP OF GENOA,
a Michigan municipal corporation



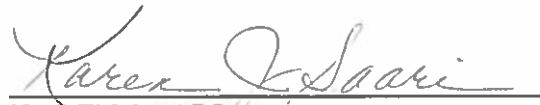
Gary McCrie, Supervisor



Paulette Skolarus, Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)


The foregoing Planned Unit Development Agreement was acknowledged before me in Livingston County, Michigan this 19th day of December, 2005, by Gary McCrie and Paulette Skolarus, the Supervisor and Clerk respectively of the Township of Genoa, a Michigan municipal corporation, on behalf of the corporation.



KAREN SAARI
Notary Public, Livingston County, Michigan
My commission expires: 10-4-2012
Acting in Livingston County



CHESTNUT DEVELOPMENT, L.L.C.,
a Michigan limited liability company

By: 
Steven J. Gronow, Managing Member

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing Planned Unit Development Agreement was acknowledged before me in Livingston County, Michigan this 20th day of December, 2005, by Steven J. Gronow, Managing Member of Chestnut Development, L.L.C., a Michigan limited liability company, on behalf of the limited liability company.



Notary Public, Livingston County, Michigan
My commission expires: 10-4-2012
Acting in Livingston County



This Instrument Drafted By:

William T. Myers
MYERS NELSON DILLON & SHIERK, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304

When recorded return to ~~Sender~~ :

Frank J. Mancuso, Jr.
Mancuso & Cameron, PC
722 E Grand River Ave
Brighton, MI 48116

EXHIBIT A TO
PLANNED UNIT DEVELOPMENT AGREEMENT
FOR
TIMBER GREEN
(First of three pages)

Part of the Northeast $\frac{1}{4}$ of Section 29, T.2 N., R.5 E., Genoa Township, Livingston County, Michigan, described as follows: Commencing at the Northeast Corner of said Section 29: thence along the North line of Section 29, S $86^{\circ}39'11''$ W 212.30 feet; thence along the Westerly right-of-way line of Chilson Road, on the arc of a curve right 192.33 feet, radius 785.51, central angle of $14^{\circ}01'43''$ and a chord bearing S $36^{\circ}41'12''$ E 191.85 feet to the point of beginning; thence continuing along said Westerly right-of-way line of Chilson Road on the arc of a curve right 373.97 feet, radius of 785.51 feet, central angle of $27^{\circ}16'36''$, and a chord bearing S $16^{\circ}02'05''$ E 370.45 feet; thence N $87^{\circ}36'15''$ E 23.53 feet; thence along the East line of said Section 29, S $03^{\circ}07'47''$ E 600.81 feet; thence S $87^{\circ}15'19''$ W 203.60 feet, (previously described as West 200.00 feet); thence S $03^{\circ}07'47''$ E 216.00 feet, (previously described as South); thence along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of said Section 29, as previously surveyed and monumented, S $87^{\circ}15'19''$ W 1114.10 feet; thence continuing along the South line of the North $\frac{1}{2}$ of the Northeast $\frac{1}{4}$, S $87^{\circ}47'04''$ W 97.81 feet; thence along the Northeasterly line of the Ann Arbor Railroad right-of-way Northwest on an arc of a curve right 1801.45 feet, radius of 4612.69 feet, a central angle of $22^{\circ}22'35''$ and a chord bearing N $45^{\circ}41'17''$ W 1790.02 feet to a point lying N $86^{\circ}39'11''$ E 0.83 feet from the North $\frac{1}{4}$ corner of said Section 29; thence along the North line of Section 29, N $86^{\circ}39'11''$ E 1322.22 feet; thence S $51^{\circ}16'41''$ E 227.88 feet; thence S $39^{\circ}22'13''$ E 135.32 feet; thence S $80^{\circ}02'51''$ E 136.23 feet; thence S $18^{\circ}05'59''$ W 376.96 feet; thence S $65^{\circ}40'53''$ E 283.84 feet; thence S $85^{\circ}10'57''$ E 176.26 feet; thence S $69^{\circ}06'00''$ E 53.15 feet; thence N $06^{\circ}46'52''$ E 541.54 feet; thence N $67^{\circ}42'55''$ E 347.08 feet; thence N $69^{\circ}43'33''$ E 58.24 feet to the point of beginning. Containing 50.85 acres and subject to easements and right-of-ways of record. Also subject to and including the use of a 40 foot wide private driveway easement for Ingress and Egress and Public Utilities, described below.

Also

That part of the Southeast $\frac{1}{4}$ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S $86^{\circ}39'11''$ W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along the arc of a curve to the left, said arc having a radius of 818.51 feet, a delta angle of $10^{\circ}42'47''$, and a chord bearing N $47^{\circ}07'20''$ W, 152.82 feet along said centerline; thence N $52^{\circ}28'44''$ W, 525.76 feet along said centerline; thence Northwesterly, 195.16 feet along the arc of a curve to the right, said curve having a radius

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(second of three pages)

of 1719.04 feet, a delta angle of 06°30'17", and a chord bearing N 49°13'29" W, 195.06 feet along said centerline to the point of beginning of the following described parcel; thence S 44°01'39" W, 263.33 feet; thence S 86°39'11" W, 620.32 feet; thence N 12°37'50" E, 351.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 202.34 feet along the arc of a curve to the left, said curve having a radius of 1719.04 feet, a delta angle of 06°44'3", and a chord bearing of S 42°36'01"E, 202.23 feet to the point of beginning. Containing 5.27 acres, more or less. Subject to rights of the public over the Northeast 33 feet for Chilson Road right-of-way. Together with and subject to an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of 10°42'47", and a chord bearing N 47°07'20" W, 152.82 feet along said centerline; thence N 52°28'44" W, 525.76 feet along said centerline; thence Northwesterly, 297.46 feet along a curve to the right, having a radius of 1719.04 feet, a delta angle of 09°54'53", and a chord bearing N 47°31'12" W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S 47°51'10" W, 145.91 feet; thence N 42°10'34" W, 177.87 feet; thence S 86°54'58" W, 434.58 feet; thence N 12°37'50" E, 34.21 feet; thence N 86°54'58" E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of 03°20'04", and a chord bearing of S 40°53'43" E, 100.02 feet along said centerline to the point of beginning.

Also

That part of the Southeast ¼ of Section 20, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as: Commencing at the Southeast corner of Section 20; thence S 86°39'11" W, 169.61 feet along the South line of Section 20 to the centerline of Chilson Road; thence S 86°39'11" W, 42.69 feet continuing along said South line to the southwesterly right-of-way for Chilson Road; thence Southeasterly, 192.33 feet along the arc of a curve to the right, said curve having a radius of 785.51 feet, a delta angle of 14°01'43", and a chord bearing of S 36°41'12" E, 191.85 feet along said Southwesterly right-of-way line; thence S 69°43'33" W, 58.24 feet; thence S 67°42'55" W, 347.08 feet; thence S 86°10'33" W, 431.74 feet; thence N 80°02'51" W, 136.23 feet; thence N 39°22'13" W, 135.32 feet; thence N 51°16'41" W, 227.88 feet to the South line of Section 20; thence S 86°39'11" W, 441.01 feet along said South line to the point of beginning of the following described parcel; thence S 86°39'11" W, 881.21 feet continuing along said South line to the Northeasterly right-of-way line of Ann Arbor Railroad; thence Northwesterly, 1.56 feet along the arc of a curve to the right, said curve having a radius of 4612.69 feet, a delta angle of 00°01'10", and a chord bearing of N 34°29'25" W, 1.56 feet along said Northeasterly right-of-way line to the North-South ¼ line of Section 20; thence N 02°25'52"

**EXHIBIT A TO PLANNED UNIT DEVELOPMENT AGREEMENT
FOR TIMBER GREEN**

(Third of three pages)

W, 753.20 feet along said North-South $\frac{1}{4}$ lie; thence N $86^{\circ}54'58''$ E, 1084.57 feet; thence S $12^{\circ}37'50''$ W, 779.58 feet to the point of beginning. Containing 16.98 acres, more or less. Together with an easement for Ingress-Egress being described as: Commencing at the Southeast corner of Section 20; thence S $86^{\circ}39'11''$ W, 169.91 feet along the South line of Section 20 to the centerline of Chilson Road; thence Northwesterly, 153.04 feet along a curve to the left, having a radius of 818.51 feet, a delta angle of $10^{\circ}42'47''$, and a chord bearing N $47^{\circ}07'20''$ W, 152.82 feet along said centerline; thence n $52^{\circ}28'44''$ W, 525.76 feet along said centerline; thence Northwesterly, 297.47 feet along a curve to the right, having a radius of 1/19.04 feet, a delta angle of $09^{\circ}54'53''$, and a chord bearing N $47^{\circ}31'12''$ W, 297.10 feet along said centerline to the point of beginning of the following described easement; thence S $47^{\circ}49'26''$ W, 145.94 feet; thence N $42^{\circ}10'34''$ W, 177.87 feet; thence S $86^{\circ}54'58''$ W, 434.63 feet; thence N $12^{\circ}37'50''$ E, 34.28 feet; thence N $86^{\circ}54'58''$ E, 589.44 feet to the centerline of Chilson Road; thence Southeasterly, 100.04 feet along a curve to the left, having a radius of 1719.04 feet, a delta angle of $03^{\circ}20'04''$, and a chord bearing of S $40^{\circ}53'43''$ E, 100.02 feet along said centerline to the point of beginning.