

PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 25th day of January, 1985, by and between BURROUGHS FARMS ASSOCIATES, a Michigan Co-Partnership, whose address is 5341 Brighton Rd., Brighton, Michigan 48116, (hereinafter referred to as the "Developer") and the TOWNSHIP OF GENOA, a Michigan Municipal Corporation, whose address is 2980 Dorr Rd., Brighton, Michigan 48116, (hereinafter referred to as the "Township");

W I T N E S S E T H:

WHEREAS, the Developer is the owner of certain real property located in the Township of Genoa, County of Livingston and State of Michigan which is more particularly described on Exhibit A, which is attached hereto and incorporated by reference; and

WHEREAS, the Developer desires to develop the property with various land uses under a comprehensive development plan as a planned unit development (hereinafter referred to as the "PUD" or "Planned Unit Development"); and

WHEREAS, the Developer has submitted to the Planning Commission of the Township in accordance with the requirements of Article XXII of the Township of Genoa Zoning Ordinance (hereinafter referred to as the "Zoning Ordinance") an application for a PUD (hereinafter referred to as the "Preliminary Application"); and

WHEREAS, the Planning Commission after giving proper notice held a public hearing on March 21, 1984, at which the Preliminary Application was considered, comments and recommendations of the public were heard, and Planning Commission recommendations were made to the Township Board; and

WHEREAS, on April 2, 1984, the Township Board reviewed the Preliminary Application and made recommendations concerning the Preliminary Application to the Developer; and

WHEREAS, on April 9, 1984, the Developer submitted to the Planning Commission an Application for Final Approval of the PUD (hereinafter referred to as the "Final Application") pursuant to the provisions of Article XXII; and

WHEREAS, the Planning Commission after giving proper notice, held a public hearing on May 2, 1984, as required by PA 184 of 1943 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 consist of single-family and multiple-family residential, and certain related commercial, recreational, and public uses; 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 same as to total acreage under consideration for planned unit development; the general location, acreage, and acres therein for specified zoning districts being single-family and multiple-family residential, and certain related recreational, public and commercial uses; the maximum allowable number and general location of dwelling units by type; the general location of the various land uses, the general layout 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 Zoning Ordinance pertaining to permitted land uses, the intensity of such uses, the size and location of open space areas and the manner of the use thereof; and

WHEREAS, the Developer has made its application for final approval of the PUD to

LIBER 116 PAGE 915

RECORDED
LIVINGSTON COUNTY
MICHIGAN
JAN 25 1985
11 43 AM '85

RECORDED

the Township Board pursuant to and in accordance with the provisions of Article XXII; and

WHEREAS, at a regular public meeting of the Township Board on January 21, 1985, the Township Board approved the Final Application submitted by the Developer and rezoned the property to a PUD Zoning District.

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

I General Terms of Agreement

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

2. The Township acknowledges and represents that the property has been rezoned to a PUD Zoning District.

3. The PUD shown and described in Exhibits A and B attached hereto, 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. 285, 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, as amended, enacted September 8, 1981, as amended, except as modified herein; subject to the terms of this Agreement and in compliance with Exhibit B, attached hereto, and in compliance with the Subdivision Control Act of 1967 and Ordinance No. 74-00 of Genoa Township (hereinafter referred to as the "Subdivision Regulations"), according to the terms thereof as of the date of approval of the PUD. Further, the approval of the Final Site Development Plan, attached as Exhibit B hereto and/or this Agreement, shall neither relieve the Developer from full compliance with applicable provisions of the Subdivision Control Act of 1967, the Subdivision Regulations, the Condominium Act, and the Zoning Ordinance, except as modified herein, nor shall it be deemed to confer any approval otherwise required by law.

4. The approved plan for the PUD includes Exhibits A and B attached hereto, and incorporates the material representations of the Developer made in the following documents submitted in conjunction with the Final Application, to the extent that such representations are not inconsistent with the recitals and terms contained herein:

- (a) Environmental Impact Statement including Analysis Report Parts II and III
- (b) Hydrologic Impact Assessment, including:
 - (1) Report on Preliminary Hydrogeological Investigation, Neyer, Tiseo & Hindo, Ltd., May 24, 1983
 - (2) Aquifer Test/Groundwater Supply Evaluation, Neyer, Tiseo & Hindo, Ltd., January 31, 1984
 - (3) Potable Water Usage, Hubbell, Roth & Clark, Inc., June 13, 1983
 - (4) Comparison of Groundwater Impacts, Neyer, Tiseo & Hindo, Ltd., September 11, 1984
- (c) Traffic Impacts Study, Goodell-Grivas, Inc., February, 1984
- (d) Water Distribution & Sewerage Disposal/System Preliminary Layout, dated 4/10/84

[Handwritten signatures]
Wap
D. Bur

UPPER 116 PAGE 916

- (e) Residential Density Analysis (chart), dated 9/17/84
- (f) March 30, 1984 letter to Genoa Township Board from Myron W. Serbay, Jr. (3 pages)
- (g) June 4, 1984 letter to Bruce Phillips from Myron W. Serbay, Jr. and accompanying charts addressing Proposed Land Use Schedule revised 5/22/84 and Potential Wetland Areas
- (h) Design sketches and photographs of Fairlane Woods as a type of multiple family units the Developer has been previously associated with.

5. The Developer and the Township acknowledge and agree that rezoning to PUD the property described in Exhibit A constitutes approval of Exhibit B as the basis for the general configuration of permitted land use clusters to be submitted for site plan approval. Site plan review and plat review are not subject to any subsequent enactments or amendments to the Zoning Ordinance or the Subdivision Regulations, whether or not the property is developed, as long as the Developer complies with Section 22.400 of the Zoning Ordinance. Any subsequent zoning action by the Township shall be in accordance with the Township Rural Zoning Act and the Zoning Ordinance.

6. Special terms of agreement pertaining to the proposed centralized waste water disposal system and water supply system are described in attached Exhibit C and are incorporated herein in full as additional terms of agreement between the Developer and the Township. Should the Developer and the Township fail to obtain a grant for construction of sewage disposal facilities and Conference Center under the Michigan Small Cities Block Grant Program, the Township and the Developer shall attempt to reach a new agreement providing for centralized waste water disposal system and centralized water supply system. Should such an agreement be made then shall become, without further act, a part hereof.

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

II Specific Terms of Agreement Regarding Land Use and Land Development

1. The Developer and the Township agree that so long as an owner of any portion of the PUD leases campsites or cottages, the number of dock spaces within the PUD shall be limited to sixty-nine (69) spaces and not more than twenty-five (25) such spaces shall be reserved for motorized boats, with the remaining forty-four (44) spaces reserved for nonmotorized boats. The Developer and the Township further agree that after the leasing of campsites and/or cottages has ended, the number of dock spaces located within the PUD shall continue to be limited to sixty-nine (69) spaces but up to thirty-five (35) spaces may then be leased or reserved for motorized boats of any type of design, or power consistent with safe boating activity, while the remaining spaces may be used by (a) any motorized pontoon boat, (b) any boat with a motor of fifteen (15) horsepower or less, such as a fishing boat, and (c) any nonmotorized boat. It is further understood and agreed that after the leasing of campsites and/or cottages has ended, the dock spaces shall not be rented on a daily basis and the Developer shall not permit watercraft to be moored in the lake adjacent to the property, except in the dock spaces above provided.

2. There will be no common areas committed to use of residents pursuant to Section 22.500 (a) of the PUD Ordinance except pursuant to the requirements of the Condominium Act.

3. The Park Area designated on Exhibit B shall be operated and maintained in the same manner as the Conference Center or golf course, with responsibility for performance of all duties pertaining to this area reposed in the proprietor of said Conference Center or golf course.

Handwritten signature and initials in the bottom right corner of the page.

LIBER 116 PAGE 918

4. Provision has been made for an environmental control area (sewage plant) and such area is subject to expansion, contraction or relocation, based on Michigan DNR requirements and the Developer's obligations under the Planning Agreement for Sewer and Water System for Burroughs Farms Development. The Developer agrees not to develop the land designated R-I-A on Exhibit B adjacent to the environmental control area, until a final determination is made on the environmental control land area requirement.

5. The proposed waste water treatment plant and effluent disposal area shall be screened by earth berms and any necessary landscaping so that they will not be visible from Homestead Drive, Chilson Road, or from any adjacent property.

6. Centralized sewage disposal and centralized water supply are preconditions for the residential development of the property. The PUD plan as presented may be developed only with centralized sewer and water facilities as approved by the Livingston County Health Department and the Michigan DNR. If the Developer fails to obtain necessary approvals for construction of centralized sewage disposal facilities and centralized water supply facilities, the failure to obtain such approvals shall be deemed a major change in the PUD and the Developer shall then be required to resubmit a plan pursuant to Section 22.500(d) of the Zoning Ordinance.

7. The PUD is a phased development and the Developer's assurances of payment of the cost of installing roads and necessary utilities, including waste water collection and treatment, will be reviewed at the time of any final site plan approval.

8. It is not in the best interests of the public to dedicate the roads to the public because the Developer wishes to provide security for the PUD by a security gate system and, therefore, the roads within the PUD need not be dedicated to the use of the public. In the event a security gate system is not implemented by the Developer, the roads shall be dedicated to the use of the public. In any event, all roads within the PUD shall be hard surfaced and constructed in accordance with the subdivision construction specifications and right of way requirements, if a public road, of the Livingston County Road Commission, except the reconstruction of Clifford Road shall be hard surfaced and constructed in accordance with the construction requirements and rights of way requirements of the Livingston County Road Commission.

9. Any improvements to be located in the R-F zoning designation on Chilson Road (golf grill) shall be designed and constructed so as not to provide access to the general public from Chilson Road.

10. The structure proposed for office use and located at the main entrance to the property shall be designed to be in keeping with the residential character of the proposed development, so that it will not lend itself to subsequent conversion for independent professional office use.

11. The PUD does not include the two lots owned by Burroughs Farms Associates on Clifford Lake. Said lots shall not be used for access to and use of Clifford Lake by the owners or lessees of any lot or condominium within the PUD. In addition, guests or invitees of the owners or lessees of the lots and condominiums, as well as guests of the Conference Center, shall not use said lots for access to and use of Clifford Lake.

12. Driveway access onto Clifford Road shall be designed and restricted such that there shall be not more than one (1) point of ingress and egress for every two (2) lots with each lot having an interior turnaround.

13. The Developer or its successors in interest shall not deny to those parties now entitled to access to the dam, the right of continued access to the dam from land within the PUD, however, any agreements with respect to the interested parties regarding the dam and lake level shall not be part of the PUD Agreement.

14. Residential areas located between Homestead Drive and Highcrest shall comply with all requirements of Section 5.500 of the Township Zoning Ordinance entitled Residential Shore District.

UPPER 116 PAGE 919

15. Proposed golf holes No. 17 and No. 18 adjacent to West Crooked Lake shall be constructed, graded, planted and maintained, so as to prevent any environmental detriment to the lake.

16. The number of dwelling units by type and location may be subject to change as a result of the nature of the area as presented by site plan review but in no event shall the number of total dwelling units exceed those as shown on Exhibit B to this Agreement without re-application and a new PUD Agreement executed between the parties after proceeding in accordance with the procedures specified in the PUD Zoning District of the Zoning Ordinance. Upon request for approval of a phase or a part thereof, if after site plan review, the Township desires to make a reduction to the number of dwelling units authorized to be constructed in a particular area, the change shall be no greater than a 5% decrease from the dwelling unit number per area as is designated on Exhibit B. The total reduction of dwelling units by action of the Township in the entire PUD shall not exceed 45 dwelling units. In the event a reduction is made by the Township, upon the application for approval of a phase, the parties may then agree to reallocate the reduction in the number of dwelling units to other areas in the PUD. If such a reallocation is not then made, the Developer may request the Township at successive applications for final approval of the several phases, to increase the number of units authorized to be constructed. Upon application for final approval of any phase, the Township may reduce the number of authorized units to be constructed, both by a 5% decrease from the dwelling unit number per area, as is designated on Exhibit B, and by the number of dwelling units which may have been added to such area as a result of the procedures hereinabove described. In the event that regulations or orders of other governmental bodies prohibit construction of the number of dwelling units authorized to be constructed by this agreement, any final approval for construction of dwelling units obtained pursuant to Section 22.400 of the Zoning Ordinance shall be then automatically revoked without further act by the Township.

17. Before any final approval for residential development, covenants and restrictions governing the use and enjoyment of all residential property shall be submitted for review and approval by the Township Board and shall be binding on all successors in interest of the property. The covenants and deed restrictions shall not alter minimum area and bulk requirements as stated in paragraph 25, unless otherwise agreed upon between the Township and the Developer.

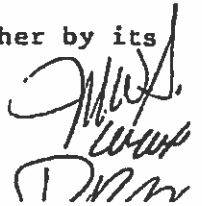
18. In all districts designated for single family residential use, the only permitted principal use shall be single family dwelling.

19. In all districts designated for multiple family residential use, the only permitted principal uses shall be those permitted principal uses as defined by Section 5.320 of the Zoning Ordinance. However, it is agreed between the parties that it is the intention of the Developer to construct single family dwelling units and condominium units for sale, each independently owned, and that it is not the intention of the parties to hereby permit construction of rental multiple dwelling units. The Township, does, however, recognize the Developer's possible need for occupancy of the dwelling units during the final period of development and initial marketing. The Developer, therefore, shall be permitted to rent dwelling units within the PUD during the period of development and initial marketing. Each dwelling unit rented, or to be rented, shall be actively marketed for sale. Nothing in this paragraph shall be construed to prohibit an individual owner, other than the Developer, from renting his dwelling unit.

20. Structures in districts designated R-4 shall have the same maximum building story restrictions as provided for in the R-3 District of the Zoning Ordinance. The Developer may at time of submittal of final site plan approval of an R-4 phase, request a modification to the maximum building story restrictions and entrance requirements for dwelling units on a per unit basis.

21. All cottages, mobile homes, trailer coaches, and campsites shall be removed from the property not later than either the commencement of operation of the Conference Center, or the occupation of any newly constructed residential structure, whichever occurs first.

22. The Special Use Permit issued April 5, 1982 shall terminate either by its



USE 116 PAGE 920

own terms or upon commencement of operation of the Conference Center, whichever occurs first. In the event that the Conference Center is not in operation prior to April 5, 1987, continuation of presently existing uses shall require renewal of the Special Use Permit in accordance with Section 15.350 of the Zoning Ordinance.

23. At the time of filing a preliminary plat application the Developer shall indicate for each lot the proposed location for each building area, with attention preservation of natural features, such as trees, views, vistas, solar orientation topography. Final approval of the plat shall confer approval of the building area for the residence on each lot and no residence shall be erected or placed other than within the confines of the approved building area.

24. In the event that the Developer wishes to develop a phase of the development, but wishes to obtain final approval for construction of only a portion of the total phase, the preliminary plat or multiple family site plan shall include the proposed site plan for the entire phase. The part which is proposed to be developed first shall be superimposed upon the overall phase plan to clearly illustrate the method of development which the proprietor intends to follow. Each subsequent plat, or multiple family site plan shall follow the same procedure until the entire phase is subdivided or developed. A phase shall be defined as at least a zoned area designated within the PUD as demonstrated on Exhibit B.

25. Where not otherwise specified herein, all lots and structures shall conform as a minimum, with the following area and bulk requirements:

ZONE	MIN. LOT SIZE		MAX BLDG. HGHT.		MIN. YARD SETBACK				MIN. LIVING AREA SQ. FT. PER UNIT
	Area	Width	Stories	Feet	Side	Front	One of Two	Rear	
R-1-A	14,000	80	2	35	40	20	40	50	1200
R-1-B	14,000	80	2	35	40	20	40	50	1200
R-1-B*	12,000 ^a	80	2	35	40	20	40	50	1200
R-3	21,780	N/A	2½	35	N/A	0	0	N/A	800
R-4	21,780	N/A	2½	35	N/A	15	30	N/A	800

* Between Chilson and Clifford Roads on Brighton Rd.

^a Based on additional 30 ft. right-of-way requirement for Brighton Rd.

** Zero lot line development will be permitted in any R-1-A, R-1-B, R-3, and R-4 zone. When zero lot line is used, the Developer must provide total setback on one side of dwelling. In no event shall single family dwelling units be joined by common wall.

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

The Developer acknowledges that the Township, in evaluating the site plan shall also consider the effect of the plan on the natural environment and resource the health, safety and welfare of the users of 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.

26. It is agreed should the Developer not obtain approval of a site plan, an arbitration panel shall be appointed, at the request of the Developer, and the question of the reasonableness of the township's decision to deny site plan approval shall be submitted to the arbitrators. The arbitrators shall make a finding of

LIDEN 116 PAGE 921

whether or not the denial is reasonable based upon the specific terms of this Agreement and the applicable provisions of the Zoning Ordinance. The arbitration shall be governed by the Uniform Arbitration Act, Michigan Compiled Laws Sections 600.5001 through 600.5035.

The parties may agree upon one arbitrator, but in the event that they cannot agree, there shall be three, one named in writing by each of the parties within thirty (30) days after demand for arbitration is made, and a third party chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrators, they shall be appointed in accordance with the provisions of the Uniform Arbitration Act.

All arbitration hearings conducted hereunder, shall take place at the Genoa Township Hall. All judicial proceedings to enforce any of the provisions hereof, shall take place in Livingston County, Michigan. Notice of hearing shall be given and the hearing conducted in accordance with the Uniform Arbitration Act.

If there are three (3) arbitrators, the decision of any two shall be binding and conclusive.

If the arbitrators shall fail to reach an agreement within thirty (30) days they shall be discharged, and three (3) new arbitrators shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is finally reached by at least two of the three arbitrators selected.

The costs and expenses of arbitration, including fees of the arbitrators, shall be borne by the losing party. The successful party shall recover as expenses all reasonable attorney's fees incurred by him in connection with the arbitration proceeding or any appeals therefrom.

27. Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of the Township for a violation shall be such remedies as are provided by law for violation of a zoning ordinance.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 25th day of January, 1985.

WITNESSES:

BURROUGHS FARMS ASSOCIATES,
a Michigan Co-partnership

Richard A. Heikkinen
RICHARD A. HEIKKINEN AS TO
ALL PARTIES

By: *Myron W. Serbay*
Myron W. Serbay, General Partner

A. John Pirkkari
A. JOHN PIKKARI AS
TO ALL PARTIES

TOWNSHIP OF GENOA,
a Michigan Municipal Corporation

By: *Robert Murray*
Robert Murray, Township Supervisor

By: *Wendy W. Peterson*
Wendy W. Peterson, Township Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 25th day of January, 1985, by Myron W. Serbay, a partner in BURROUGHS FARMS ASSOCIATES, a Michigan Co-partnership, on behalf of the partnership.

Richard A. Heikkinen
Richard A. Heikkinen
Notary Public, Livingston County, MI
My Commission Expires: 11-30-85

COUNTY OF LIVINGSTON

) SS
)

LIBRARY PAGE 522

The foregoing instrument was acknowledged before me this 25th day of January, 1985, by Robert Murray, who is the Town-
ship Supervisor of TOWNSHIP OF GENOA, a Michigan Municipal Corporation, on behalf of the corporation.

Richard A. Heikkinen

Richard A. Heikkinen
Notary Public, Livingston County, MI
My Commission Expires: 11-30-85

STATE OF MICHIGAN

)
) SS
)

COUNTY OF LIVINGSTON

The foregoing instrument was acknowledged before me this 25th day of January, 1985, by Wendy Peterson, who is the Clerk of TOWNSHIP OF GENOA, a Michigan Municipal Corporation, on behalf of the corporation.

Richard A. Heikkinen

Richard A. Heikkinen
Notary Public, Livingston County, MI
My Commission Expires: 11-30-85

Drafted by:

Richard A. Heikkinen
THE HEIKKINEN LAW FIRM
110 N. Michigan Ave.
Howell, MI 48843
(517) 546-1434

REC'D
FEB 7 1 11 PM '85
MAGD HAYLAND
REGISTRAR OF DEEDS
LIVINGSTON COUNTY, MI
48843

RECORDED

[Handwritten signature]

AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT ^{Doc 2} 2 23 PM '88

THIS AGREEMENT made this 26 day of May, 1987, between
 BURROUGHS FARMS ASSOCIATES, a Michigan Co-partnership, and OAK HILL POINTE
 DEVELOPMENT COMPANY, a Michigan corporation, whose address is 5341 Brighton Rd.,
 Brighton, Michigan 48116, (hereinafter referred to as the "DEVELOPER") and the
 TOWNSHIP OF GENOA, a general law township, whose address is 2980 Dorr Dr.,
 Brighton, Michigan 48116, (hereinafter referred to as the "TOWNSHIP");

WITNESSETH:

(original PUD recorded in Liber 1116,
 page 915, Livingston County Records)

WHEREAS, the DEVELOPER and the TOWNSHIP entered into a certain Planned
 Unit Development Agreement dated January 25, 1985, (hereinafter referred to as
 "PUD Agreement") for real property located in the Township of Genoa, County of
 Livingston, State of Michigan, with the description of said property being
 adopted as part of the agreement by reference; and

WHEREAS, the DEVELOPER desires to amend the Planned Unit Development
 Agreement to add additional parcels of real property, to provide for additional
 dwelling units, additional recreational facilities, and amend the existing PUD
 zoning agreement; and

WHEREAS, the DEVELOPER has submitted necessary information to the
 Planning Commission and the Township Board, in accordance with the requirements
 of Article XXII of the Township of Genoa Zoning Ordinance (hereinafter referred
 to as "Zoning Ordinance"), which was considered a preliminary application for
 PUD (hereinafter referred to "preliminary application"); and

WHEREAS, the Planning Commission, after giving proper notice, held a
 public hearing on Nov. 5, 1986, at which the 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 Dec. 1, 1986, the Township Board reviewed the
 preliminary application and made recommendations concerning the preliminary
 application to the DEVELOPER; and

WHEREAS, on January 22, 1987, the DEVELOPER submitted to the Planning
 Commission an application for final approval amending the Planned Unit
 Development Agreement dated January 25, 1985, (hereinafter referred to as "final
 application") pursuant to the provisions of Article XXII; and

WHEREAS, the Planning Commission, after giving proper notice, held a
 public hearing on Feb. 4, 1987, as required PA 184 of 1943, as amended, at
 which the final application was considered, comments and recommendations from
 the public were heard, and recommendations were made by the Planning Commission
 to the Township Board concerning the final application; and

WHEREAS, the uses permitted within a PUD may consist of single family
 and multiple family residential, and certain commercial, recreational, and
 public uses; and

WHEREAS, the Township Planning Commission and Township Board have
 reviewed the final site development plan attached hereto as Exhibit "B" and have
 approved the same as the total acreage under consideration for the amended
 Planned Unit Development; the general location, acreage, and acres therein for
 specific zoning districts being single family and multiple family residential,
 and certain related recreational, public, and commercial uses; the maximum
 allowable number and general location of dwelling units by type; the general
 location of various land uses, and the general layout of street patterns; and

WHEREAS, the approved final site development plan for the amended PUD
 is consistent with the purposes and objectives of the TOWNSHIP; and further, is
 consistent with the zoning ordinance pertaining to permitted land uses, the
 intensity of such uses, the size and location of open space areas and the manner

or the uses thereof; and

WHEREAS, the DEVELOPER has made its application for final approval of the amended PUD to the Township Board pursuant to and in accordance with the provisions of Article XXII; and

WHEREAS, at a regular public meeting of the Township Board on the Feb. 17, 1987, the Township Board approved the final application submitted by the DEVELOPER and rezoned the property to a PUD zoning district; and

WHEREAS, the amended PUD is more particularly described in Exhibit "A", which is attached hereto and incorporated by reference;

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 contains important and essential terms as part of the final approval of the final application of the amended PUD, agree as follows:

I GENERAL TERMS OF AGREEMENT

1. The TOWNSHIP and the DEVELOPER acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.
2. The TOWNSHIP acknowledges and represents that the property as described in Exhibit "A" has been rezoned to a PUD zoning district.
3. The amended PUD shown and described in Exhibit "A" and "B" attached hereto, 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. 285, 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, as amended, enacted September 8, 1981, as amended, except as modified herein; subject to the terms of this agreement and in compliance with Exhibit "B", attached hereto, and in compliance with the Subdivision Control Act of 1967 and Ordinance No. 74-00 of Genoa Township (hereinafter referred to as the "Subdivision Regulations"), according to the terms thereof as of the date of approval of the PUD. Further, the approval of the Final Site Development Plan, attached as Exhibit "B" hereto and/or this agreement, shall neither relieve the DEVELOPER from full compliance with applicable provisions of the Subdivision Control act of 1967, the Subdivision Regulations, the Condominium Act, and the Zoning Ordinance, except as modified herein, nor shall it be deemed to confer any approval otherwise required by law.
4. The approved plan for the amended PUD includes Exhibits "A" and "B" attached hereto and incorporates the material representations of the DEVELOPER made in the following documents submitted in conjunction with the final application to the extent that such representations are not inconsistent with the recitals and terms contained herein, and incorporate by reference subparagraphs (a) through (h) of paragraph 4, Section I General Terms of Agreement, of the Planned Unit Development Agreement executed by the parties on January 25, 1985; and in addition thereto, include:
 - (a) Environmental Impact Statement.
 - (b) Wetlands Impact Analysis for three (3) proposed golf holes north of Homestead Dr., S & R Consulting, St. Johns, Michigan, January, 1987.
 - (c) Report on preliminary Hydrogeological Investigation, Neyer, Tiseo & Hindo, Ltd., May 24, 1983.
5. Paragraph 5 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

USE 1317 PAGE 0136

USEP 1317 PAGE 0137

6. The amended PUD is subject to and incorporates by reference the Oak Pointe Water System Development Agreement dated October 21, 1985, the Oak Pointe Wastewater Treatment Facility Agreement dated October 21, 1985, as well as the Completion Assurance Agreement dated December 3, 1985, the Disbursement Agreement dated December 3, 1985, the Certificate of Resolution of Oak Pointe Sewer and Water Authority, Ltd., dated December 3, 1985, and Certificate of Resolution of Oak Pointe Development Company, Oak Tree Development Company, and Oak Pointe Sewer and Water Authority, Ltd., dated December 3, 1985. The above referenced agreements contain the rights and obligations of the respective parties providing for the development of a centralized water system and wastewater treatment system and a method for financing and completion of same.

7. Paragraph 7 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

II SPECIFIC TERMS OF AGREEMENT REGARDING LAND USE AND LAND DEVELOPMENT

1. Paragraph 1 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

2. Paragraph 2 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

3. Paragraph 3 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

4. The environmental control area has been relocated by mutual consent of the TOWNSHIP, DEVELOPER, and appropriate governmental agencies having jurisdiction thereof and the relocated area is depicted in Exhibit "B". The remaining provisions of paragraph 4 of the PUD Agreement are therefore deleted and not made a part of this amended PUD Agreement.

5. The provisions of Paragraph 5 of the PUD Agreement have been modified by the DEVELOPER and such authorities having jurisdiction of the site and the TOWNSHIP acknowledges that the site has been developed in accordance with requirements of the appropriate authorities.

6. The TOWNSHIP and DEVELOPER acknowledge that a centralized sewage disposal system and a centralized water supply system have been constructed in its first phase of development and it has been approved by the appropriate governmental authorities. Any uses developed requiring either sewage disposal or water supply within the PUD or the amended PUD, as provided herein, shall be served by the approved centralized sewage disposal and centralized water supply systems. The provisions of this paragraph shall not require irrigation of the golf course or golf courses, by utilizing the central water system.

7. Paragraph 7 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

8. Paragraph 8 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement. In addition thereto, the roads within the amended PUD located on the land area added to the PUD Agreement (said lands previously known as the Gautherat property) are not required to be dedicated to the public or serviced by a security gate system.

9. Paragraph 9 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

10. Paragraph 10 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

11. Paragraph 11 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

12. Paragraph 12 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

13. Paragraph 13 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

14. Paragraph 14 of the PUD Agreement shall be amended as follows:

a) No permitted principal or accessory structure shall be constructed closer than 125 feet measured on a horizontal plane from the edge of a watercourse to the nearest point of the structure, except as may be modified herein.

b) The provisions of the Genoa Township Zoning Ordinance, Residential Shore District, shall not apply to the lots within the PUD because relevant requirements are set forth in either this paragraph or otherwise within the PUD Agreement as amended.

c) The area, bulk, and setback requirements for all parcels within the PUD shall be as provided in Paragraph 25 of this Agreement or as specifically set forth in this paragraph or as may be permitted by the Planning Commission by the authority granted to it in sub-paragraph (e) hereinafter stated.

d) Lots 9 through 14 of Oak Pointe North #1 shall have a minimum rear yard setback (that being the distance between the dwelling and water's edge of West Crooked Lake) of not less than 75 feet as measured on a horizontal plane from the edge of the watercourse to the nearest point of the structure. The reference for determining the water's edge shall be as shown in the plat of Oak Pointe North No. 1, as recorded in Livingston County Records, Liber 25 of plats, pages 17-19.

e) For all residential lots other than Lots 9 through 14 of Oak Pointe North #1 the 125 foot required setback from a watercourse may be reduced by the Planning Commission in its discretion at site plan review because the harm to environment is reduced by the construction of a centralized sewage disposal system. In its deliberations, the Planning Commission shall consider the topography of the land and all matters relating to health and safety of the residents of the development adjacent to the defined water course. The use of riparian land or waterfront property, by its owner, to provide to any non-riparian property owner, person or legal entity, other than to the owner, family and occasional guests, access to a natural or artificial manmade watercourse by easement, right-of-way or license is prohibited, except as modified in Section II, paragraph 1, of the PUD which is incorporated by reference in this amended PUD Agreement.

f) Private swimming pools shall be subject to the requirements of Section 12.400, however, do not require Zoning Board of Appeals review and approval, unless a variance from the setback requirements established in the PUD is requested.

15. Golf holes 14, 15, 16, 17, and 18 shall be constructed, graded, planted, and maintained so as to prevent any environmental detriment to the lake.

16. Paragraph 16 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

17. Paragraph 17 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement, with the exception that paragraph 25 has been previously modified by action of the TOWNSHIP. The modifications shall be part of the amended PUD Agreement. The modification is the establishment of a minimum side yard setback of ten (10) feet on one (1) side and a total of thirty (30) feet setback on both sides in the R-1-A and R-1-B zoning classifications and it is incorporated in the provisions of

LIBER 1317 PAGE 0138

18. Paragraph 18 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

19. Paragraph 19 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

20. Paragraph 20 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

21. The parties acknowledge that paragraph 21 of the of the PUD Agreement have been complied with by the DEVELOPER and does not require incorporation by reference in this amended PUD Agreement.

22. The provisions of paragraph 22 are no longer applicable and the parties hereby acknowledge that the Special Use Permit dated April 5, 1982, has expired and the property has been rezoned for the existing uses.

23. Paragraph 23 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

24. Paragraph 24 of the PUD Agreement is incorporated by reference and adopted in its entirety in this amended PUD Agreement.

25. Where not otherwise specified herein, all lots and structures shall conform, as a minimum, with the following area and bulk requirements:

ZONE	MIN. LOT SIZE		MAX BLDG. HGHT.	MIN. YARD SETBACK			MIN. LIVING AREA		
	Area	Width	Stories	Feet	Front	One of Two	Rear	SQ. FT. PER UNIT	
R-1-A	14,000	80	2	35	40	10	30	50	1200
R-1-B	14,000	80	2	35	40	10	30	50	1200
R-1-B*	12,000 ^a	80	2	35	40	10	30	50	1200
R-3	21,780	N/A	2½	35	N/A	0	0	N/A	800
R-4	21,780	N/A	2½	35	N/A	15	30	N/A	800

* Between Chilson and Clifford Roads on Brighton Rd.

a Based on additional 30 ft. right-of-way requirement for Brighton Rd.

** Zero lot line development will be permitted in any R-1-A, R-1-B, R-3, and R-4 zone. When zero lot line is used, the Developer must provide total setback on one side of dwelling. In no event shall single family dwelling units be joined by a common wall.

Paragraph 25 of the PUD Agreement is incorporated by reference and adopted in its entirety as part of this amended PUD Agreement with the exception of the modifications with respect to side yard setback provided herein.

26. Paragraph 26 of the PUD Agreement is incorporated by reference and adopted in its entirety as part of this amended PUD Agreement.

27. Paragraph 27 of the PUD Agreement is incorporated by reference and adopted in its entirety as part of this amended PUD Agreement.

28. The amended PUD Agreement provides for the relocation of three (3) golf holes from west of Chilson Rd. to east of Chilson Rd. as set forth in Exhibit "B".

USE 1317 PAGE 0133

USE 1317 PAGE 0190

29. The amended PUD Agreement provides additional acreage previously known as the Gautherat property, with 83.50 acres designated as R-1-A zoning and 27 acres designated as R-F zoning. All additional acreage is legally described in Amended Exhibit "A".

30. The amended PUD Agreement provides for a total of thirty four (34) additional dwelling units with the location, density, and re-allocation set forth in Exhibit "B".

31. The PUD Agreement dated January 25, 1985, and the amended PUD Agreement with Exhibits and agreements incorporated by reference shall constitute a PUD Agreement between the TOWNSHIP and the DEVELOPER. In the event the terms of the amended PUD Agreement conflict with the terms of the PUD Agreement dated January 25, 1985, the terms of the amended PUD Agreement shall control.

IN WITNESS WHEREOF, the parties herto have set their hands and seals on the 26th day of May, 1987.

WITNESS:

[Signature]
A. JOHN PIKKARAINEN
[Signature]
Richard A. Heikkinen

BURROUGHS FARMS ASSOCIATES,
A Michigan Co-partnership
[Signature]
By: Myron W. Serbay, Jr.
Its Partner

[Signature]
A. JOHN PIKKARAINEN
[Signature]
Richard A. Heikkinen

OAK POINT DEVELOPMENT COMPANY,
A Michigan corporation
[Signature]
By: Myron W. Serbay, Jr.
Its: PRESIDENT

[Signature]
Richard A. Heikkinen
[Signature]
James Stornant
[Signature]
Richard A. Heikkinen
[Signature]
James Stornant

TOWNSHIP OF GENOA,
A Michigan Municipal Corporation
[Signature]
By: Robert Murray, Supervisor
[Signature]
By: Paulette Skolarus, Clerk
A.
(over)

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 3rd day of June, 1987, by Myron W. Serbay, Jr., a partner in Burroughs Farms Associates, A Michigan Co-partnership, on behalf of the partnership.

[Signature]
Notary Public: GLADYS H. NIEMI
Livingston County, Michigan
My Commission Expires: 7/16/90

~~STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 1987, by Myron W. Serbay, Jr., a partner in Burroughs~~

USE 1317 PAGE 0141

Notary Public:
Livingston County, Michigan
My Commission Expires:

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 3rd day of June, 1987, by Myron W. Serbay, Jr., PRESIDENT, of Oak Pointe Development Company, A Michigan corporation, on behalf of the corporation.

Gladys H. Jerni
Notary Public: GLADYS H. JERNI
Livingston County, Michigan
My Commission Expires: 7/16/90

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 10 day of June, 1987, by Robert Murray, Supervisor of the Township of Genoa, a general law township, on behalf of the corporation.

Estelle M. Williams
Notary Public: ESTELLE M. WILLIAMS
Livingston County, Michigan
My Commission Expires: Sept. 5, 1989

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

The foregoing instrument ^(over) was acknowledged before me this 10 day of June, 1987, by Paulette^(over) Skolarus, Clerk of the Township of Genoa, a general law township, on behalf of the corporation.

Estelle M. Williams
Notary Public: ESTELLE M. WILLIAMS
Livingston County, Michigan
My Commission Expires: Sept. 5, 1989

✓
Upon Recording Return To: Genoa Township, 2980 Dorr Road, Brighton, MI 48116

DRAFTED BY:
RICHARD A. HEIKKINEN
110 N. MICHIGAN AVE.
HOWELL, MI 48843

SECOND AMENDMENT
TO
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 27th day of September, 1988, by and between OAK POINTE DEVELOPMENT COMPANY, a Michigan Corporation, whose address is 5341 Brighton Road, Brighton, Michigan 48116, (hereinafter referred to as the "DEVELOPER") and the TOWNSHIP OF GENOA, a general law township, whose address is 2980 Dorr Road, Brighton, Michigan 48116, (hereinafter referred as the "TOWNSHIP:).

WITNESSETH:

WHEREAS, the DEVELOPER and the TOWNSHIP previously entered into a PLANNED UNIT DEVELOPMENT AGREEMENT on January 25, 1985, and

WHEREAS, the original agreement was modified by the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT dated May 26, 1987, and

WHEREAS, the DEVELOPER has made an application for second amendment to the PLANNED UNIT DEVELOPMENT AGREEMENT for the purpose of obtaining permission for the construction of swimming pools, and

WHEREAS, a public hearing was held before the Genoa Township Planning Commission on August 3, 1988, and

WHEREAS, at a regular Township Board meeting held on August 15, 1988 the Township Board approved the DEVELOPER'S application to modify the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT.

NOW, THEREFORE, the DEVELOPER and the TOWNSHIP agree that the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT is modified by adding to the SPECIFIC TERMS OF AGREEMENT REGARDING LAND USE AND LAND DEVELOPMENT the following new sub-paragraph 25(a).

25(a). A private swimming pool shall be subject to the requirements of Section 12.400 of the Genoa Township Zoning Ordinance with two exceptions. Neither an above ground swimming pool nor an inground swimming pool shall be located closer than 20 feet from the rear lot line. Also, on Lots No. 9 - 14 of Oak Pointe North, No. 1 Subdivision, neither an above ground swimming pool nor an inground swimming pool shall be located closer than 75 feet from the rear lot line (lakeside).

The PLANNED UNIT DEVELOPMENT AGREEMENT dated January 25, 1985, and the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT with Exhibits and agreements, which are incorporated therein by reference, and this ADDENDUM shall constitute the entire development agreement between the TOWNSHIP and the DEVELOPER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 27th day of September, 1988.

WITNESS:

OAK POINTE DEVELOPMENT COMPANY
A Michigan Corporation

Richard A. Heikkinen
Richard A. Heikkinen

By: Rory J. McDonald
VICE PRESIDENT
Rory J. McDonald

Don E. Lund
Don E. Lund

WITNESS:

TOWNSHIP OF GENOA,
A Michigan Municipal Corporation

USE 1317 PAGE 0143

Richard A. Heikkinen
Richard A. Heikkinen

By: Robert R. Murray
Robert R. Murray, Supervisor

Don E. Lund
Don E. Lund

By: Paulette A. Skolarus
Paulette A. Skolarus, Clerk

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 27th day of September, 1988, by Rory J. McDonald, a Vice-President in Oak Pointe Development Company, a Michigan Corporation, on behalf of the corporation.

Richard A. Heikkinen
Richard A. Heikkinen
Livingston County, Michigan
My commission expires: 10/30/89

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 27th day of September, 1988, by Robert R. Murray, Supervisor of the Township of Genoa, a general law township, on behalf of the corporation.

Richard A. Heikkinen
Richard A. Heikkinen
Livingston County, Michigan
My commission expires: 10/30/89

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 27th day of September, 1988, by Paulette A. Skolarus, Clerk of the Township of Genoa, a general law township, on behalf of the corporation.

Richard A. Heikkinen
Richard A. Heikkinen
Livingston County, Michigan
My commission expires: 10/30/89

Upon Recording Return To: Genoa Township Hall, 2980 Dorr Road, Brighton, MI 481

DRAFTED BY:
RICHARD A. HEIKKINEN
110 N. MICHIGAN AVE.
HOWELL, MI 48843


BOSS ENGINEERING COMPANY
 CIVIL ENGINEERS & LAND SURVEYORS

 Revised November 15, 1988
 October 27, 1988
 Page 1 of 3

 PLANNED UNIT DEVELOPMENT
 OAK POINTE EAST OF CHILSON ROAD

A part of the SW 1/4, NW 1/4 and SE 1/4 of Section 27; a part of the SW 1/4, NW 1/4, NE 1/4 and SE 1/4 of Section 28, T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Beginning at the South 1/4 corner of said Section 28; thence N 03°17'52" W along the North-South 1/4 line (as monumented) of said Section 28, 33.00 feet to the Northerly Right-Of-Way of Brighton Road (66 feet wide) and the Southerly line of "Orrin Cases's Plat of the Village of Chilson" as recorded in Liber 1 of Plats, Page 10, Livingston County Records; thence S 86°57'06" W along said Right-Of-Way and Southerly line of said Subdivision, 85.79 feet to the Northeasterly Right-Of-Way of Chilson Road (49.5 feet wide) and the Westerly line of said "Orrin Case's Plat of the Village of Chilson"; thence N 27°00'00" W along said Right-Of-Way and Westerly line of said Subdivision, 1093.76 feet; thence continuing along said Right-Of-Way N 29°34'11" W, 129.45 feet; thence N 86°39'22" E, 372.27 feet; thence N 03°17'52" W, 197.40 feet; thence S 87°56'52" W, 266.15 feet; thence S 03°20'38" E, 6.00 feet; thence S 86°39'22" W, 231.19 feet to the centerline of Chilson Road (66 feet wide); thence along said centerline on the following five (5) courses; 1) N 29°34'11" W, 295.16 feet; 2) Northwesterly along an arc left, having a length of 699.10 feet, a central angle of 07°05'48", a radius of 5644.31 feet, and a chord which bears N 33°07'06" W, 698.66 feet; 3) N 36°40'00" W, 474.51 feet; 4) Northwesterly along an arc right, having a length of 299.40 feet, a central angle of 08°53'28", a radius of 1929.37 feet, and a chord which bears N 32°13'16" W, 299.10 feet; 5) N 27°46'23" W, 144.21 feet; thence N 02°56'53" W, 33.00 feet; thence N 87°03'07" E, 39.76 feet to the Northeasterly Right-Of-Way of Chilson Road (100 feet wide); thence Northwesterly along said Right-Of-Way line on an arc left, having a length of 408.51 feet, a central angle of 28°45'23", a radius of 813.94 feet and a chord which bears N 42°34'24" W, 404.24 feet; thence N 24°18'07" W, 481.29 feet; thence N 66°52'54" W, 76.85 feet; thence S 34°59'57" W, 302.61 feet to the Northeasterly Right-Of-Way of Chilson Road; thence Northwesterly along said Right-Of-Way line on an arc right, having a length of 654.29 feet, central angle of 52°30'32", radius of 713.94 feet and a chord which bears N 28°33'49" W, 631.63 feet; thence S 87°41'27" W, 50.00 feet to the centerline of Chilson Road and West line of Section 28; thence N 03°07'47" W along said centerline and West line, 199.70 feet; thence S 88°48'38" E, 736.00 feet; thence N 24°32'59" E, 1155.00 feet to the North line of said Section 28; thence continuing along said Section line, N 87°26'20" E, 1412.40 feet to the North 1/4 corner of said Section 28; thence N 86°03'07" E along the North line of said Section (as monumented), 955.00 feet to the centerline of a canal and a point later referred to as Point "A"; thence along said canal (30 feet wide), on the following four (4) courses; 1) S 32°37'30" W, 327.42 feet; 2) S 31°00'00" W, 273.00 feet; 3) S 58°00'00" W, 260.00 feet; 4) N 31°00'00" W, 161.00 feet; thence S 68°52'44" W, 16.20 feet to Traverse Point "B", said point being traversed from Point "A" along

the following (9) courses; 1) N 86°03'07" E along the North line of said Section 28 (as monumented), 31.20 feet to the West line of "Old Homestead Subdivision No. 2", as recorded in Liber 6 of Plats, Page 38, Livingston County Records; 2) S 25°01'54" W along West line of said Subdivision (platted as S 29°16' W) 52.93 feet; 3) S 27°26'54" W along West line of said Subdivision (platted as S 31°41' W), 143.65 feet; 4) S 28°24'54" W along West line of said Subdivision (platted as S 32°39' W), 50.51 feet; 5) S 49°06'54" W along West line of said Subdivision (platted as S 53°21' W), 103.65 feet; 6) S 31°51'54" W along West line of said Subdivision (platted as S 36°06' W), 279.50 feet; 7) S 56°40'54" W along West line of said Subdivision (platted as S 60°55' W), 275.53 feet; 8) N 34°24'42" W, 51.10 feet; 9) N 30°37'16" W, 135.67 feet to Traverse Point "B"; thence S 68°52'44" W, 293.80 feet; thence S 39°39'16" E, 80.00 feet; thence S 33°31'44" W, 129.00 feet; thence S 15°37'44" W, 101.00 feet; thence N 83°55'12" E, 250.22 feet to Traverse Point "C"; thence continuing N 83°55'12" E, 19.78 feet to the centerline of said canal; thence along said centerline, S 07°00'00" W, 141.90 feet to Traverse Point "D", said point bearing S 00°58'55" E, 138.76 feet from Traverse Point "C"; thence along the Northwesternly Right-Of-Way of Homestead Drive, as platted in "Old Homestead" a subdivision as recorded in Liber 2 of Plats, Page 4, Livingston County Records, S 42°01'04" W (platted as S 46°W), 116.00 feet; thence continuing along said Right-Of-Way, S 31°38'30" W, 830.90 feet (platted as S 35° W); thence along the South line of said Subdivision, S 69°05'26" E, 51.57 feet (platted as S 65°E); thence S 03°35'35" W, 590.67 feet; thence N 87°03'07" E, 218.42 feet; thence S 35°39'22" W, 124.51 feet; thence S 56°36'58" E, 285.00 feet; thence N 31°53'00" E, 159.39 feet to Traverse Point "C" (said point later referred to as the starting point of an intermediate shoreline traverse); thence continuing N 31°53'00" E, 4.00 feet to the shoreline of Little Crooked Lake; thence N 11°00'00" W along said shore line, 116.67 feet; thence N 52°00'00" W along said shoreline, 139.06 feet; thence N 02°06'10" W along the North-South 1/4 line of said Section 28, 587.70 feet to the Southeasterly line of "Old Homestead" a subdivision as recorded in Liber 2 of Plats, Page 4, Livingston County Records; thence N 39°03'13" E along said Plat line, 88.73 feet to the Northeast corner of Lot 48 of said Plat; thence N 13°03'13" E along said Plat line, 278.30 feet to the North line of the Southwest 1/4 of the Northeast 1/4 of said Section; thence N 86°36'52" E along said line, 1183.89 feet; thence S 02°15'44" E along the East line of the Southwest 1/4 of the Northeast 1/4, 1327.75 feet to the East-West 1/4 line of said Section 28; thence N 86°23'09" E, 693.74 feet to the Southwest corner of Lot 117 of "Crooked Lake Highland Subdivision" as recorded in Liber 1 of Plats, Pages 39 and 40, Livingston County Records; thence N 87°08'24" E along the South line of said Lot 117, 17.00 feet to Traverse Point "M", (said point being the Point of Ending of said intermediate shore line traverse, said traverse described as Beginning at Traverse Point "C"; thence 1) S 45°45'13" E, 137.05 feet; 2) N 39°58'10" E, 422.71 feet; 3) N 25°34'19" E, 86.23 feet; 4) S 50°18'46" E, 123.88 feet; 5) S 39°15'16" E, 287.75 feet; 6) N 77°51'03" E, 167.15 feet; 7) S 12°26'12" E, 266.33 feet; 8) S 46°52'38" E, 457.78 feet; 9) N 87°29'09" E, 583.77 feet; 10) N 11°43'49" E, 435.77 feet to Traverse Point "M"; thence continuing along the South line of Lot 117, N 87°08'24" E, 202.97 feet to the

USE: 1317 PAGE 0146

Southeast corner of said Lot; thence continuing N 87°08'24" E along the South line of said Subdivision, 132.06 feet to the Southeast corner of Highcrest Avenue; thence N 08°53'48" E, 491.95 feet; thence N 87°20'43" E, 900.11 feet; thence N 76°02'10" E, 667.84 feet; thence N 02°26'31" E, 212.84 feet; thence N 70°38'06" E, 168.62 feet; thence S 88°02'30" E, 109.29 feet; thence S 62°35'50" E, 165.00 feet; thence S 69°28'50" E, 246.00 feet; thence S 88°18'50" E, 545.70 feet; thence S 61°43'50" E, 100.00 feet; thence S 02°20'24" E, 590.53 feet to the East-West 1/4 line of said Section 27; thence N 87°19'26" E along said line 31.50 feet to the center of said Section 27; thence N 87°19'26" E along the East-West 1/4 line of said Section 27, 567.33 feet; thence S 02°32'00" E, 2665.44 feet to the South line of said Section and centerline of Brighton Road; thence S 87°19'30" W along said line, 576.32 feet to the South 1/4 corner of said Section 27; thence S 87°15'31" W along the South line of said Section and centerline of Brighton Road, 2191.34 feet to the Southwest corner of Section 27 (Southeast corner of Section 28); thence S 86°44'57" W along said section line and centerline 2633.44 feet to the Point of Beginning, containing 602.06 acres, more or less, and subject to the rights of the public over existing Brighton, Clifford and Conrad Roads.

EXCEPTING THEREFROM, the following two (2) islands in West Crooked Lake:


North Island: Beginning at a point S 86°44'36" W, 1318.72 feet and N 02°15'44" W, 1115.93 feet from the East 1/4 corner of said Section 28; thence continuing N 02°15'44" W, 108.38 feet; thence N 85°00'00" W, 149.97 feet; thence S 87°30'00" W, 140.00 feet; thence S 27°30'00" E, 110.00 feet; thence S 80°00'00" E, 135.00 feet; thence N 87°00'00" E, 110.00 feet to the Point of Beginning, said North Island also traversed by a shoreline traverse, described as: Beginning at a point S 86°44'36" W, 1318.72 feet; and N 02°15'44" W, 1119.62 feet from the East 1/4 corner of said Section 28; thence continuing N 02°15'44" W, 100.34 feet; thence N 84°38'04" W, 152.86 feet; thence S 87°46'54" W, 134.38 feet; thence S 27°25'47" E, 105.31 feet; thence S 80°23'35" E, 133.47 feet; thence N 86°40'50" E, 110.46 feet to the Point of Beginning.

South Island: Beginning at a point S 86°44'36" W, 1318.72 feet; and N 02°15'44" W, 525.79 feet; and S 83°35'50" W, 272.62 feet; and S 45°00'00" E, 20.00 feet from the East 1/4 corner of Section 28; thence N 04°12'53" E, 115.45 feet; thence N 02°00'00" W, 190.00 feet; thence N 16°00'00" W, 120.00 feet; thence S 49°30'00" W, 60.00 feet; thence S 39°30'00" W, 110.00 feet; thence S 02°30'00" W, 301.00 feet; thence N 88°30'00" E, 160.00 feet to the Point of Beginning; said South Island also traversed by a shoreline traverse, described as Beginning at a point S 86°44'36" W, 1318.72 feet; and N 02°15'44" W, 525.79 feet; and S 83°35'50" W, 272.62 feet from the Easterly corner of Section 28; thence N 03°08'26" E, 101.49 feet; thence N 01°51'33" E, 188.97 feet; thence N 15°00'29" W, 113.49 feet; thence S 43°43'12" W, 56.24 feet; thence S 42°09'22" W, 105.67 feet; thence S 02°57'47" W, 297.27 feet; thence N 83°35'50" E, 143.75 feet to the Point of Beginning.

LSE/PAGE 0147

A part of the SW 1/4 and part of the NW 1/4 of Section 28 and part of the SE 1/4 of Section 29 T2N-R5E Genoa Township, Livingston County, Michigan, described as follows: Beginning at the SE corner of said Section 29; thence S 87° 15' 21" W along the South line of said Section, 663.91 feet; thence N 02° 20' 03" W 2663.60 feet; thence N 86° 26' 44" E along the East-West 1/4 line of said Section, 666.84 feet to the W 1/4 corner of said Section 28; thence N 03° 07' 47" W along the West line of said Section, 321.45 feet to the Southwesterly right-of-way line of the Toledo-Ann Arbor Railroad (66 foot wide); thence along said right-of-way line on the Following three (3) courses; (1) S 59° 48' 20" E 781.06 feet; and (2) Southeasterly along an arc right, having a length of 1196.32 feet, a radius of 2831.79 feet, a central angle of 24° 12' 19" and a chord which bears S 47° 42' 11" E 1187.45 feet; and (3) Southeasterly along an arc right, having a length of 439.90 feet, a radius of 3067.00 feet, a central angle of 08° 13' 05" and a chord which bears S 31° 29' 29" E 439.52 feet; thence S 87° 00' 05" W 389.11 feet; thence S 02° 37' 00" E 620.00 feet to traverse point "A"; thence continuing S 02° 37' 00" E 20.00 feet to the centerline of Chilson Creek; thence S 40° 44' 55" E along said centerline 240.49 feet; thence S 02° 37' 00" E 20.00 feet to traverse point "B", said point bearing S 35° 33' 33" E 273.07 feet from said traverse point "A"; thence continuing S 02° 37' 00" E 485.00 feet to the South line of said Section 28 and centerline of Brighton Road; thence S 86° 57' 06" W along said line 1482.13 feet to the Point of Beginning, containing 123.10 acres more or less and subject to the rights of the public over the existing Brighton Road.

Gary R. Boss
 REGISTERED LAND SURVEYOR
 NO. 17022

CLIENT Burrroughs Corp. CLOSURE ERROR 1/39,702	BOSS ENGINEERING COMPANY CIVIL ENGINEERS - LAND SURVEYORS 3121 E. GRAND RIVER, HOWELL, MICHIGAN 48843 (517) 846-4636 BOX 28 A, PORT AIR PLAZA, CHARLEVOIX, MICHIGAN 49720 (616) 947-2872		
DESCRIPTION Part of the SW 1/4 & part of the NW 1/4 Sec. 28 & part of the SE 1/4 Sec. 29	SCALE:		SHEET 3 OF 14
SECTIONS 28 & 29 T2N -R. 5E TOWNSHIP Genoa	JOB NO. 81023		DR. BY: RB
LEGEND ○ - IRON SET ● - IRON FOUND □ - NAIL OR LATHE SET ⊕ - MONUMENT FOUND ⊕ - FENCE (R) - RECORDED (M) - MEASURED	DATE: 5-26-81		CHKD BY: LLC

Parcel "B":

A part of the NW 1/4 and part of the SW 1/4 of Section 28, T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Commencing at the W 1/4 corner of said Section; thence N 03°07'47" W along the West line of said Section, 330.00 feet; thence N 87°03'07" E, 107.65 feet to the Point of Beginning of the parcel to be described; thence continuing along said line N 87°03'07" E, 860.16 feet to the centerline of Chilson Road; thence along said centerline on the following five (5) courses; (1) S 27°46'23" E, 144.21 feet; and (2) Southeasterly along an arc left, having a length of 299.40 feet, a radius of 1929.37 feet, a central angle of 08°53'28" and a chord which bears S 32°13'16" E, 299.10 feet; and (3) S 36°40'00" E, 474.51 feet; and (4) Southeasterly along an arc right, having a length of 699.10 feet, a radius of 5644.31 feet, a central angle of 07°05'48" and a chord which bears S 33°07'06" E, 698.66 feet; and (5) S 29°34'11" E, 299.08 feet; thence S 86°13'14" W along the North line of "Orrin Case's Plat of the Village of Chilson" as recorded in Liber 1 of Plats, Page 10, Livingston County Records, 152.90 feet; thence along the Northeasterly Right-Of-Way line of the Toledo-Ann Arbor Railroad (66 foot wide) on the following four (4) courses; (1) N 27°00'00" W, 3.73 feet; and (2) Northwesterly along an arc left, having a length of 470.27 feet, a radius of 3133.00 feet, a central angle of 08°36'01" and a chord which bears N 31°18'00" W, 469.83 feet; and (3) Northwesterly along an arc left, having a length of 1224.20 feet, a radius of 2897.79 feet, a central angle of 24°12'19" and a chord which bears N 47°42'11" W, 1215.12 feet; and (4) N 59°48'20" W, 695.62 feet to the Point of Beginning, containing 12.62 acres more or less and subject to the rights of the Public over the existing Chilson Road.

File No. 85127Des

85127 JOB #
1 of 2 SHEET



BOSS ENGINEERING
ENGINEERS & SURVEYORS

MAIN OFFICE:
3121 E. GRAND RIVER
HOWELL, MICHIGAN 48843
HOWELL (517) 546-4838
BRIGHTON (313) 229-4773
CHARLEVOIX (616) 547-2872



Gary R. Boss

Parcel "C":

Lots 3,4,5,6 and 7 of "Block D" of "Orrin Case's Plat of the Village of Chilson" as recorded in Liber 1 of Plats, page 10, Livingston County Records, more particularly described as Being a part of the SW 1/4 of Section 28, T2N-R5E Genoa Township, Livingston County, Michigan, described as follows: Commencing at the S 1/4 corner of said Section; thence S 86° 57' 06" W along the South line of said Section and centerline of Brighton Road, 269.21 feet; thence N 27° 00' 00" W along the Northeasterly right-of-way line of the Toledo-Ann Arbor Railroad, 320.23 feet to the Point of Beginning of the parcel to be described; thence continuing along said line, N 27° 00' 00" W 330.00 feet; thence N 63° 37' 00" E 132.00 feet to the Southwesterly right-of-way line of Chilson Road; thence S 27° 00' 00" E along said right-of-way line 330.00 feet; thence S 63° 37' 00" W 132.00 feet to the Point of Beginning, containing 1.00 acres more or less.

LIB 1317 PAGE 0149

Gary R. Boss
REGISTERED LAND SURVEYOR
 NO. 17022

CLIENT Buttroughs Corp. CLOSURE ERROR 1/39,702 DESCRIPTION Lots 3,4,5,6 & 7, Blk.D of "Orrin Case's Plat. of Vill. of Chilson & Pt. SW 1/4 SECTION 28 T 2N -R. 5E TOWNSHIP Genoa	BOSS ENGINEERING COMPANY CIVIL ENGINEERS - LAND SURVEYORS	
	3121 E. GRAND RIVER, HOWELL, MICHIGAN 48843 (517) 546-4836 BOX 28 A, PORT AIR PLAZA, CHARLEVOIX, MICHIGAN 49720 (616) 947-2872	
LEGEND ○ = IRON SET ● = IRON FOUND □ = HUB OR LATHE SET ⊙ = MONUMENT FOUND * = FENCE (S) = SET (M) = MONUMENT	SCALE: JOB NO. 81023 DATE: 5-26-81	SHEET 5 OF 14 DR. BY: RB CHKD BY: LLC



PARCEL J



A part of the SW 1/4 of Section 28, T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Beginning at the SW Corner of said Section 28; thence N 86°57'06" E along the South line of said Section and the centerline of Brighton Road 1482.13 feet to the Point of Beginning of the Parcel to be described; thence N 02°37'00" W, 528.00 feet; thence N 86°57'06" E, 330.00 feet; thence S 02°37'00" E, 528.00 feet to the South line of said Section 28 and the centerline of Brighton Road; thence along said South line, S 86°57'06" W, 330.00 feet to the Point of Beginning containing 4.0 acres more or less.

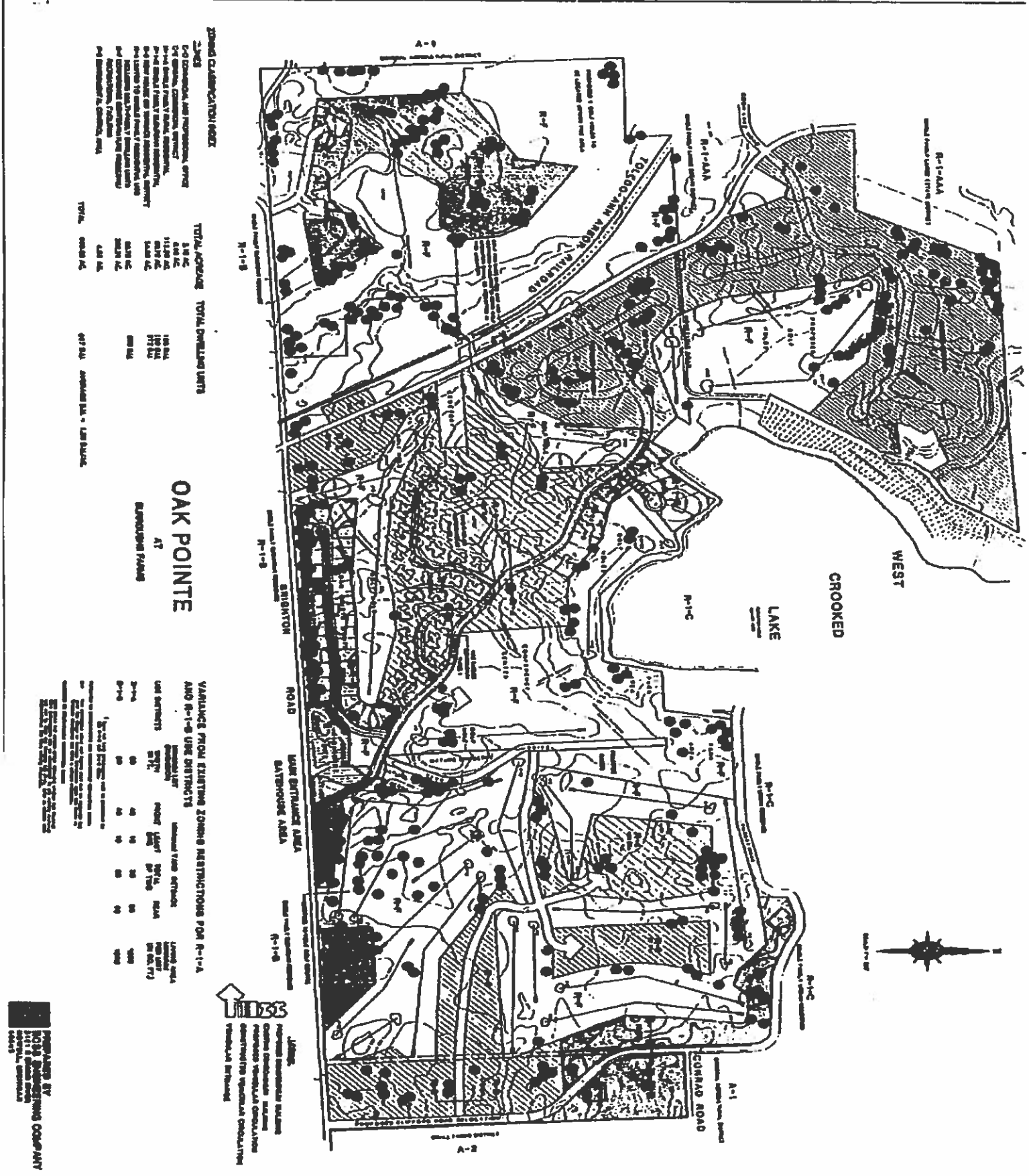
File: 85127AD

1317 PAGE 0150

87431 JOB #
1 OF 2 SHEET



	BOSS ENGINEERING ENGINEERS & SURVEYORS	MAIN OFFICE: 3121 E. GRAND RIVER HOWELL, MICHIGAN 48843 HOWELL (517) 546-4836 BRIGHTON (313) 229-4773 CHARLEVOIX (616) 547-2872	



ZONING CLASSIFICATION INDEX

2-LAYER

OF DISTRICTS, COMMERCIAL, RESIDENTIAL, INDUSTRIAL, OFFICE, AND OTHER USES. THE INDEX IS A SUMMARY OF THE ZONING REGULATIONS AND IS NOT A SUBSTITUTE FOR THE ZONING ORDINANCE. THE ZONING ORDINANCE IS THE AUTHORITY FOR THE ZONING REGULATIONS.

TOTAL ACRES	TOTAL DWELLING UNITS
1.00 AC	100 DU
1.50 AC	150 DU
2.00 AC	200 DU
2.50 AC	250 DU
3.00 AC	300 DU
3.50 AC	350 DU
4.00 AC	400 DU
4.50 AC	450 DU
5.00 AC	500 DU
5.50 AC	550 DU
6.00 AC	600 DU
6.50 AC	650 DU
7.00 AC	700 DU
7.50 AC	750 DU
8.00 AC	800 DU
8.50 AC	850 DU
9.00 AC	900 DU
9.50 AC	950 DU
10.00 AC	1000 DU
10.50 AC	1050 DU
11.00 AC	1100 DU
11.50 AC	1150 DU
12.00 AC	1200 DU
12.50 AC	1250 DU
13.00 AC	1300 DU
13.50 AC	1350 DU
14.00 AC	1400 DU
14.50 AC	1450 DU
15.00 AC	1500 DU
15.50 AC	1550 DU
16.00 AC	1600 DU
16.50 AC	1650 DU
17.00 AC	1700 DU
17.50 AC	1750 DU
18.00 AC	1800 DU
18.50 AC	1850 DU
19.00 AC	1900 DU
19.50 AC	1950 DU
20.00 AC	2000 DU
20.50 AC	2050 DU
21.00 AC	2100 DU
21.50 AC	2150 DU
22.00 AC	2200 DU
22.50 AC	2250 DU
23.00 AC	2300 DU
23.50 AC	2350 DU
24.00 AC	2400 DU
24.50 AC	2450 DU
25.00 AC	2500 DU
25.50 AC	2550 DU
26.00 AC	2600 DU
26.50 AC	2650 DU
27.00 AC	2700 DU
27.50 AC	2750 DU
28.00 AC	2800 DU
28.50 AC	2850 DU
29.00 AC	2900 DU
29.50 AC	2950 DU
30.00 AC	3000 DU
30.50 AC	3050 DU
31.00 AC	3100 DU
31.50 AC	3150 DU
32.00 AC	3200 DU
32.50 AC	3250 DU
33.00 AC	3300 DU
33.50 AC	3350 DU
34.00 AC	3400 DU
34.50 AC	3450 DU
35.00 AC	3500 DU
35.50 AC	3550 DU
36.00 AC	3600 DU
36.50 AC	3650 DU
37.00 AC	3700 DU
37.50 AC	3750 DU
38.00 AC	3800 DU
38.50 AC	3850 DU
39.00 AC	3900 DU
39.50 AC	3950 DU
40.00 AC	4000 DU
40.50 AC	4050 DU
41.00 AC	4100 DU
41.50 AC	4150 DU
42.00 AC	4200 DU
42.50 AC	4250 DU
43.00 AC	4300 DU
43.50 AC	4350 DU
44.00 AC	4400 DU
44.50 AC	4450 DU
45.00 AC	4500 DU
45.50 AC	4550 DU
46.00 AC	4600 DU
46.50 AC	4650 DU
47.00 AC	4700 DU
47.50 AC	4750 DU
48.00 AC	4800 DU
48.50 AC	4850 DU
49.00 AC	4900 DU
49.50 AC	4950 DU
50.00 AC	5000 DU

OAK POINTE
AT
BRIGHTON PARKWAY

VARIANCE FROM EXISTING ZONING RESTRICTIONS FOR R-1-A AND R-1-B USE DISTRICTS

USE DISTRICTS	MINIMUM LOT	MINIMUM YARD SETBACKS	MINIMUM FRONT SETBACK	MINIMUM SIDE SETBACK	MINIMUM REAR SETBACK	MINIMUM LOT AREA	MINIMUM LOT FRONT SETBACK	MINIMUM LOT SIDE SETBACK	MINIMUM LOT REAR SETBACK
R-1-A	5000	25'	10'	10'	10'	5000	10'	10'	10'
R-1-B	5000	25'	10'	10'	10'	5000	10'	10'	10'

DESIGNED BY

 ENGINEERING COMPANY
 10000 ANN ARBOR PARKWAY
 SUITE 100
 ANN ARBOR, MI 48106
 (313) 963-1000

LIBER 1498 PAGE 0878

RECORDED

AUG 26 1 47 PM '91

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI
3-1244

THIRD AMENDMENT
TO
PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 4th day of JUNE, 1991, by and between OAK POINTE DEVELOPMENT COMPANY, a Michigan Corporation, whose address is 5341 Brighton Road, Brighton, Michigan 48116, (hereinafter referred to as the ("DEVELOPER")) and the TOWNSHIP OF GENOA, a general law township, whose address is 2980 Dorr Road, Brighton, Michigan 48116, (hereinafter referred to as the ("TOWNSHIP")).

WITNESSETH:

WHEREAS, the DEVELOPER and the TOWNSHIP previously entered into a PLANNED UNIT DEVELOPMENT AGREEMENT on January 25, 1985, and recorded February 7, 1985 at Liber 1116, Page 915, Livingston County Records, and

WHEREAS, the original agreement was modified by the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENTS dated May 26, 1987, and September 27, 1988, and both recorded December 2, 1988, at Liber 1317, page 135 and Liber 1317, Page 142, respectively, Livingston County Records, and

WHEREAS, the DEVELOPER has made an application for a third amendment to the PLANNED UNIT DEVELOPMENT AGREEMENT for the purpose of reconfiguring the overall master plan pertaining to the use, zoning, layout and density of the property, and

WHEREAS, a public hearing was held before the Genoa Township Planning Commission on APRIL 3RD, 1991, and

WHEREAS, at a regular Township Board meeting held on JUNE 3RD, 1991, the Township Board approved the DEVELOPER'S application to modify the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT.

NOW, THEREFORE, the DEVELOPER and the TOWNSHIP agree that the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT is modified by adding to the GENERAL AND SPECIFIC TERMS OF AGREEMENT REGARDING LAND USE AND LAND DEVELOPMENT the following new sub-paragraphs.

I. General Terms of Agreement

- 4(h) Exhibit "B" shall be replaced with Exhibit I attached hereto regarding land use, zoning and development configurations.
- 4(i) Exhibit (e) shall be replaced with Exhibit (J) attached hereto regarding updated existing and future allowable land use densities per phase of developments.

II. Specific Terms of Agreement

- 25(b) The R-1-C area designation on Exhibit "I" shall become a permitted land use within the P.U.D. with the following use restrictions.

- 1) No more than 75 single family detached dwelling units shall be erected within the R-1-C area designated on Exhibit I unless approved by the Township Board.
- 2) Buildings constructed within the R-1-C Area shall be a minimum of 25 feet from the paved edge of any road with exceptions described in Section (7).
- 3) No building within the R-1-C Area shall be constructed less than 20 feet from any other building with exceptions permitted as defined in Section (7). Decks and building projections such as fireplace chimneys, flues, bay windows, and similar features shall not be considered in determining the distance between buildings.
- 4) All buildings shall have a maximum height of 35 feet and be no more than two stories. Walkout lower levels of buildings shall be excluded in determining compliance with this requirement. Walkout lower levels are defined as basements which are partially exposed either allowing access for entry or containing large exposed window areas.
- 5) No buildings within the R-1-C Area shall be less than 30 feet from any perimeter property line of this R-1-C Area as indicated on Exhibit "8".
- 6) The minimum living area per dwelling unit shall be 1,900 square feet.
- 7) Exceptions to Section (3) and (5) not exceeding five feet may be permitted in order to preserve natural features of the site such as but not limited to trees and topography and where an overall benefit to the site plan is achieved.
- 8) Upon request of the Owner or Land Contract Purchaser of the R-1-C area, in connection with the review and approval of any site plan submitted for the R-1-C Area, any or all of the foregoing requirements which are minor changes may be modified by the Township Board upon recommendation of the Planning Commission.

The PLANNED UNIT DEVELOPMENT AGREEMENT dated January 25, 1985, and the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENTS with Exhibits and agreements, which

are incorporated therein by reference, and this ADDENDUM shall constitute the entire development agreement between the TOWNSHIP and the DEVELOPER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 20 day of JUNE, 1991.

WITNESS:

OAK POINTE DEVELOPMENT COMPANY
A Michigan Corporation

Stephanie Lebsch
Stephanie Lebsch
Ronda M. Darrow
Ronda M. Darrow

Rory J. McDermott
By: RORY J. MCDERMOTT
Its: VICE PRESIDENT

TOWNSHIP OF GENOA
A Michigan Municipal Corporation

Richard A. Herkkinen
Richard A. Herkkinen
Nancy A. Bogardus
Nancy A. Bogardus

Pauline A. Skoutras
By: PAULINE A. SKOUTRAS
Its: Clerk - Genoa Township
Robert R. Murray
By: ROBERT R. MURRAY
Its: Supervisor

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 4th day of June, 1991, by Rory J. McDermott, the Vice President of Oak Pointe Development Company, a Michigan Corporation, on behalf of the corporation.

Kathleen H. H. H.
Kathleen H. H. H. Notary Public
Livingston County, Michigan
My commission expires: 8/1/92

LIBER 1498 PAGE 0880

LIBER 1498 PAGE 0881

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 2nd day of August, 1991, by ROBERT A. MURRAY, Supervisor of the Township of Genoa, a general law township, on behalf of the township.

Judith H. Smith
Notary Public
Livingston County, Michigan
My commission expires: 2-6-93

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 20th day of JUNE, 1991, by Louella A. Skolarus, Clerk of the Township of Genoa, a general law township, on behalf of the township.

Richard A. Heikkinen
RICHARD A. HEIKKINEN Notary Public
Livingston County, Michigan
My commission expires: OCT 31, 1991

Upon Recording Return To:

PAK POINTE Development Co.
✓ 5341 Brighton Road
Brighton, MI 48116

EXHIBIT J

OAK POINTE DEVELOPMENT
 ACREAGE/D.U. COMPARISON
 For 8/15/90 P.U.D. Amended Plan
 (Revised 2/27/91)

LIBER 1498 PAGE 0882

	<u>Acreege</u>		<u>Dwelling Units</u>	
	<u>Existing</u>	<u>Amended</u>	<u>Existing P.U.D.</u>	<u>Amended P.U.D.</u>
C-0	3.10	3.10	0.00	0.00
C-2	6.56	5.40	0.00	0.00
R-1-A	112.20	104.51	135.00	127.00
R-1-B	89.70	106.99	130.00	155.00
R-1-C		21.85		75.00
R-3	53.27	47.18	272.00	199.00
R-4	66.70	80.70	390.00	350.00
R-F	358.29	313.28	0.00	0.00
P-2	4.83	5.43	0.00	0.00
R.O.W.	<u>0.00</u>	<u>14.16</u>	<u>0.00</u>	<u>0.00</u>
Totals	694.65	702.60	927.00	906.00 *

Total
 Density** 1.29 D.U./Ac.

*Includes 75 D.U. for Previous Conference Center Site

**Based Upon Total Acreages Including Open Space

11/9/90
 Revised 2/27/91
 ka

NW COR
SECT. 28
T7N-R5E

N 87°28'30" E 1270.50'
SOUTH LINE, SECTION 28

SOUTH LINE, SECTION 21

LIBER 1498 PAGE 0883

R-1-AAA

SINGLE FAMILY LARGE ESTATE DISTRICT

R-1-A
28 DU

ONE POINT WETLAND NO. 7

R-1-A
28 DU

ONE POINT WETLAND NO. 7

R-1-A

33 DU

DEDICATED R.O.W.

COOK LAKE ROAD

EXCEPTION

WETLAND

R-F

WETLAND

R-1-AAA

SINGLE FAMILY LARGE ESTATE DISTRICT

DEDICATED R.O.W.

HOMESTEAD ROAD

R-F

R-F

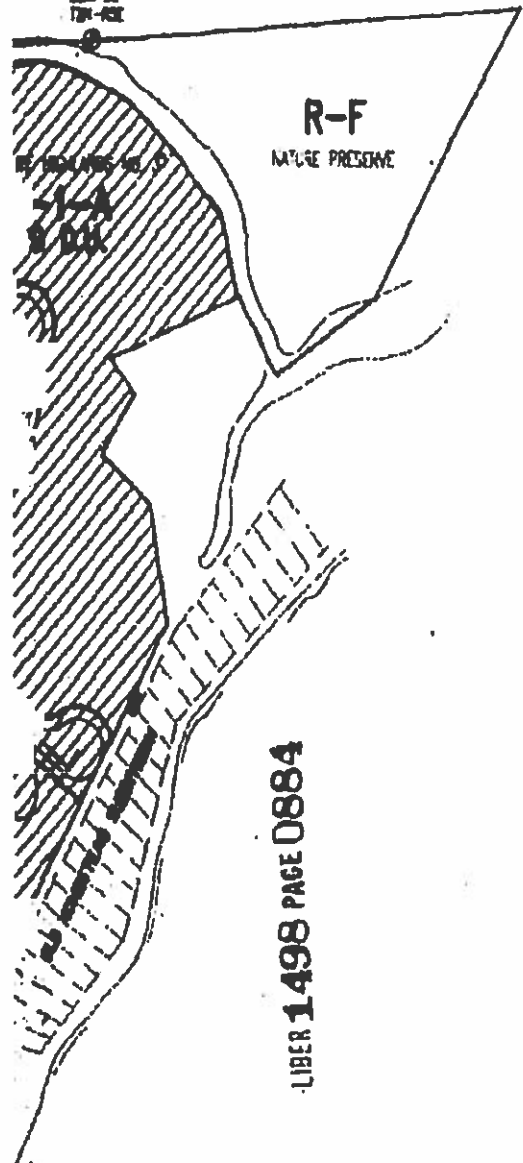
EAST-WEST 1/4 LINE, SEC. 28
N 87°00'00" E 2280.00'

SW 1/4 COR
SECT. 28
T7N-R5E

TOLEP

CHRIST

1/4 COR
1/4 COR
1/4 COR



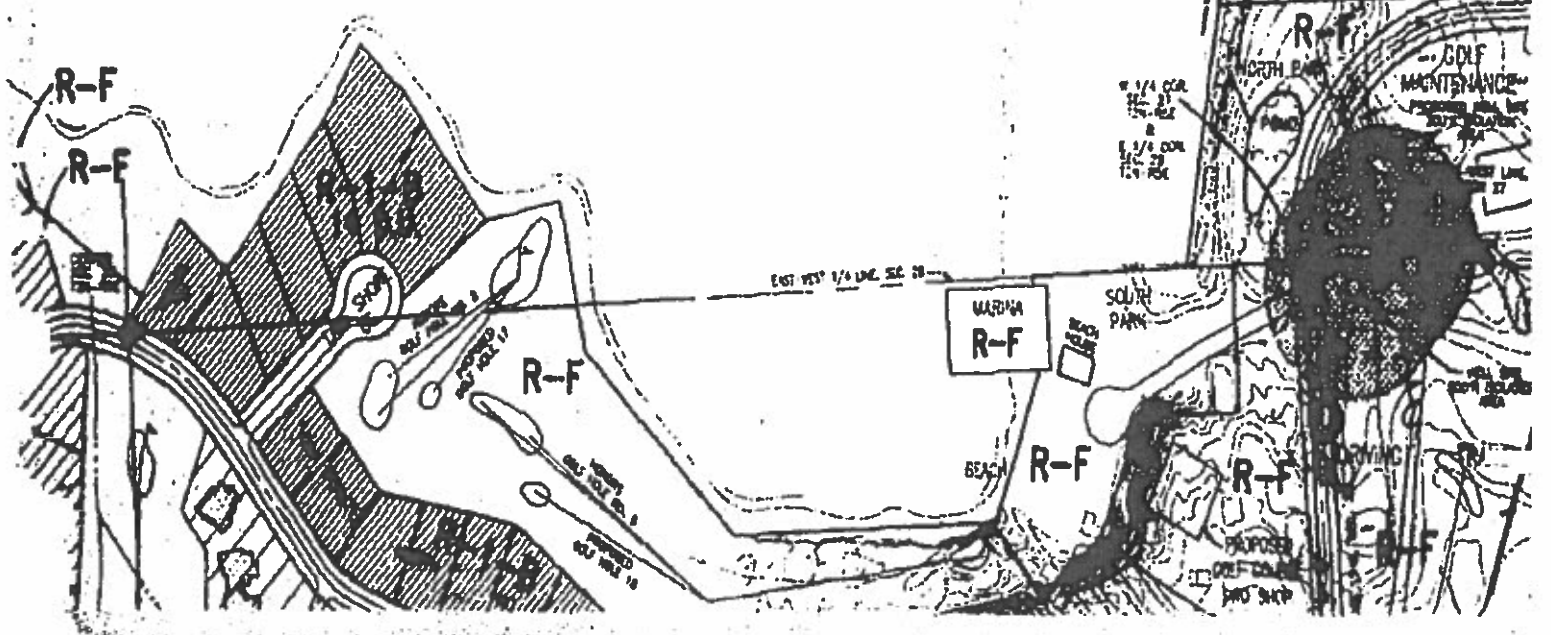
LIBER 1498 PAGE 0884

WEST

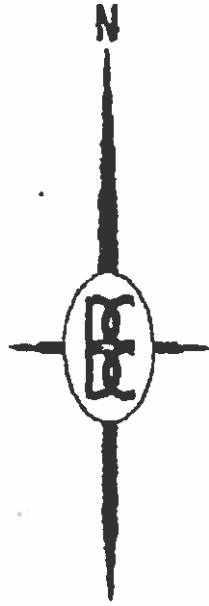
CROOKED

LAKE

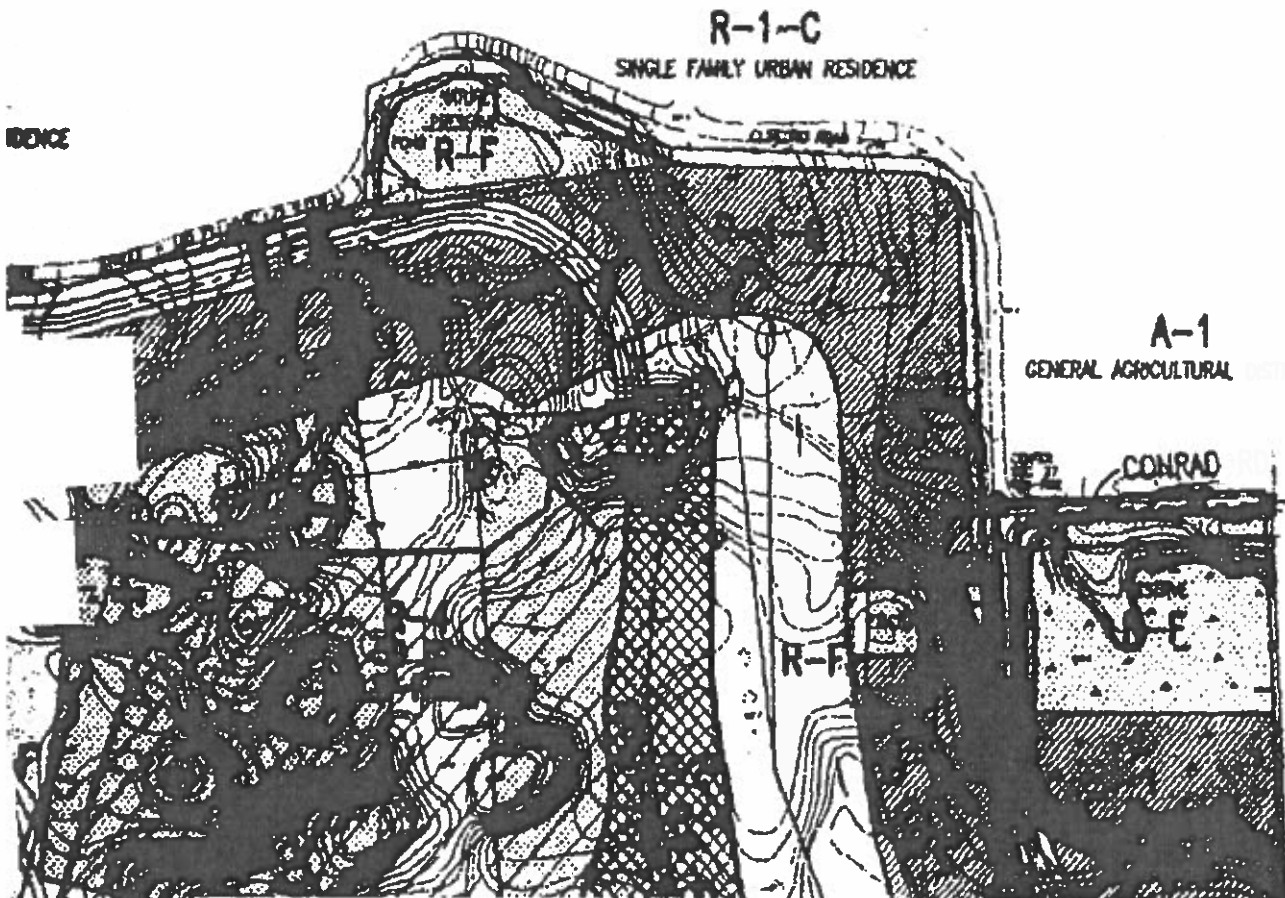
R-1-
SINGLE FAMILY URBAN



Liber 1498 PAGE 0885

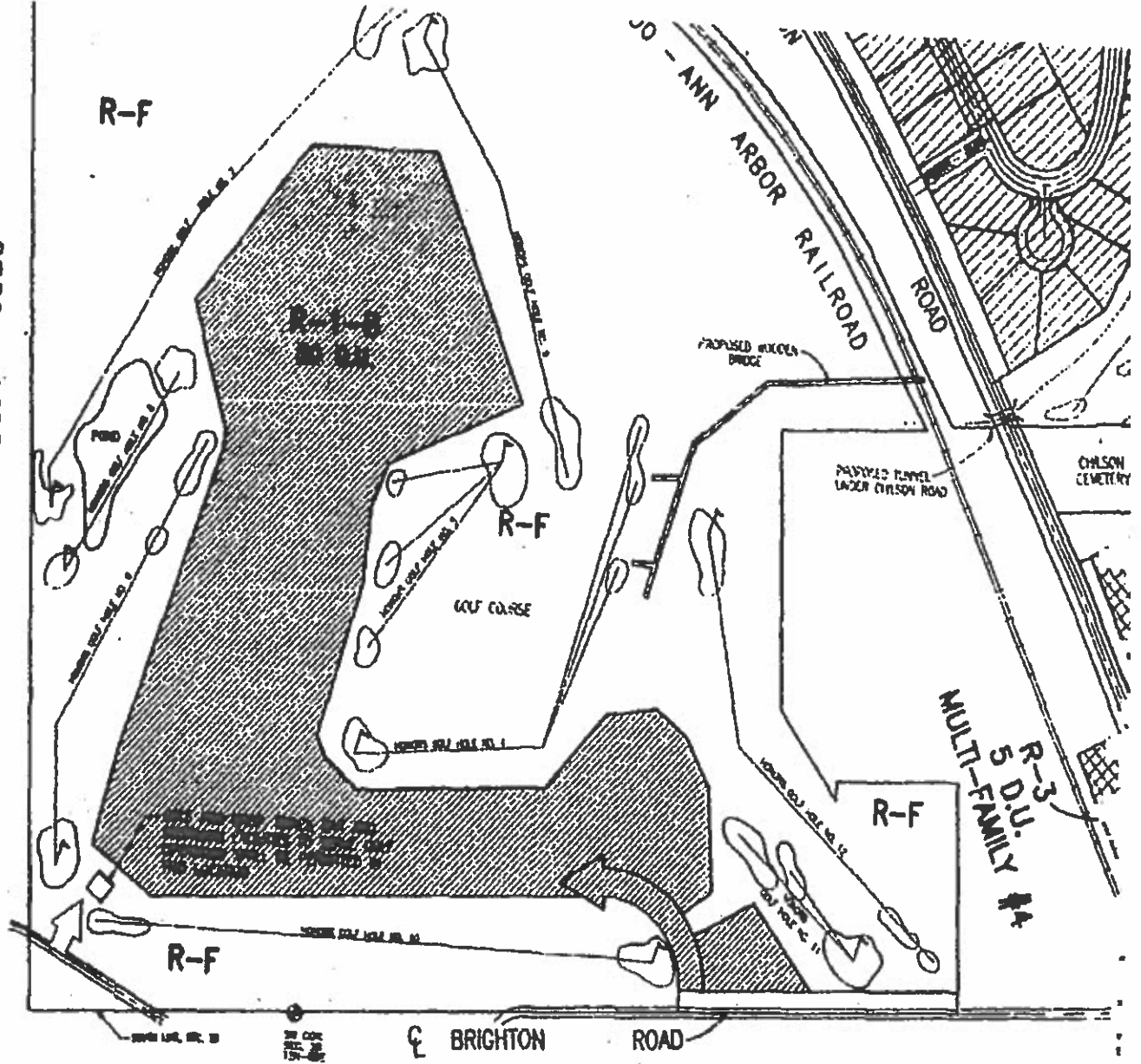


1" = 400'



A-1
GENERAL AGRICULTURAL DISTRICT

LIBER 1498 PAGE 0886



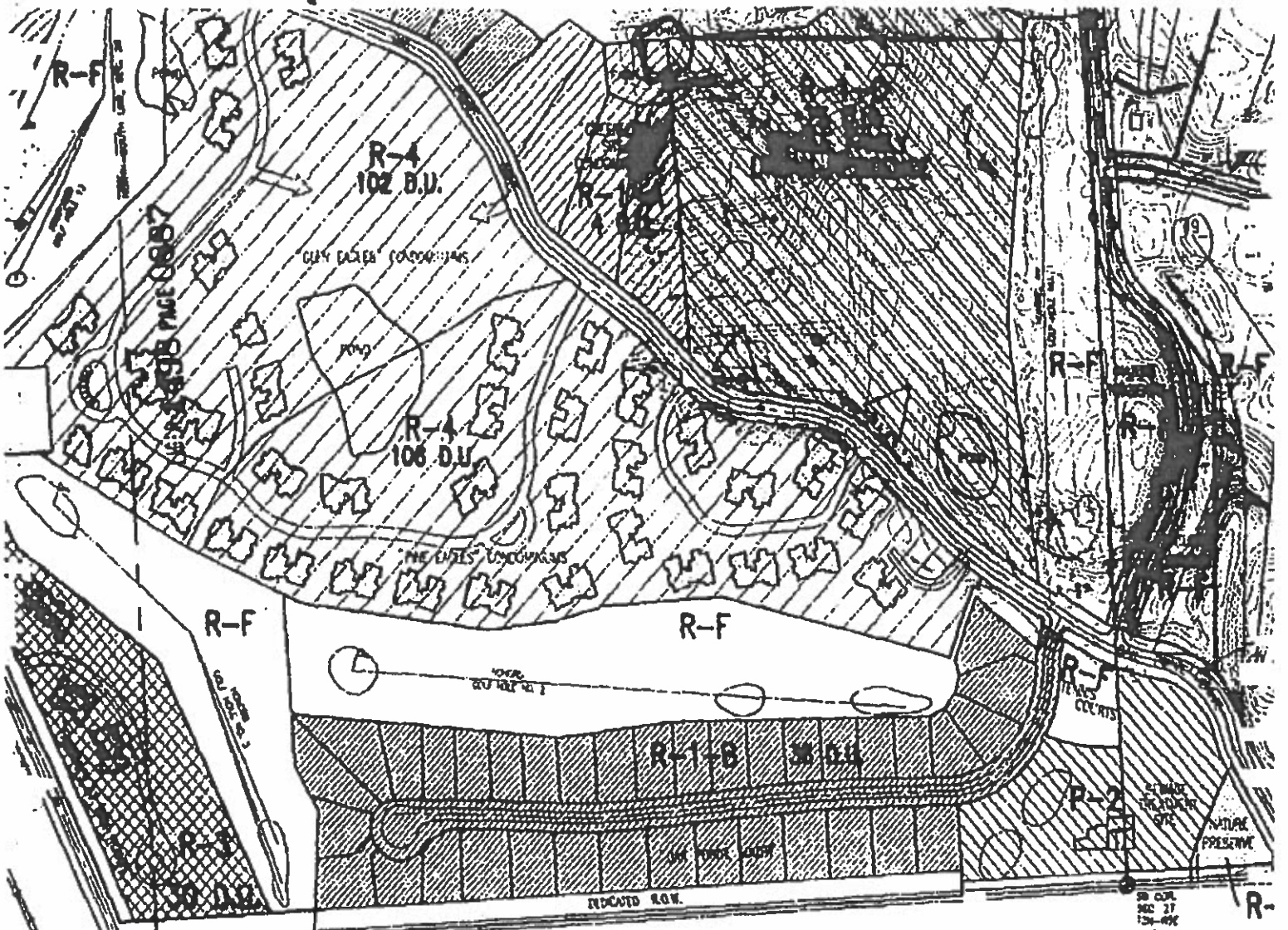
SINGLE FAMILY SUBURBAN RESIDENCE
R-1-B

ZONING CLASSIFICATION INDEX:

ZONES	DESCRIPTION
C-1	COMMERCIAL AND PROFESSIONAL OFFICE
C-2	GENERAL COMMERCIAL DISTRICT
R-1-A	SINGLE FAMILY RURAL RESIDENTIAL
R-1-B	SINGLE FAMILY SUBURBAN RESIDENTIAL
R-1-C	SINGLE FAMILY URBAN RESIDENCE
R-2	ROW HOUSE OR TERRACE RESIDENTIAL DISTRICT
R-3	LIMITED TO SINGLE FAMILY RESIDENTIAL USE INCLUDING MULTI-FAMILY DWELLING UNITS
R-4	GOLF COURSE CLUB HOUSE/MATURE PRESERVE/RECREATIONAL FACILITIES
R-5	ENVIRONMENTAL CONTROL AREA
R-6	ROADS/STREETS

	TOTAL ACREAGE		TOTAL DWELLING UNITS	
	EXISTING	AMENDED	EXISTING	AMENDED
	3.10	3.10	0	0
	6.58	5.40	0	0
	112.20	104.51	135	127
	89.70	108.99	130	155
	0	21.85	0	75
	54.50	47.18	272	199
	66.70	80.70	390	350
	362.29	313.28	0	0
	4.83	5.43	0	0
	0	14.18	0	0
TOTAL	699.88	702.00	927	906
TOTAL DENSITY	1.32 D.U./AC.	1.29 D.U./AC.		

Handwritten signature or initials



SINGLE FAMILY SUBURBAN RESIDENCE

R-1-B

**VARIANCE FROM EXISTING ZONING RESTRICTIONS
AND R-1-B USE DISTRICT**

USE DISTRICTS	MINIMUM LOT DIMENSION (WIDTH IN FT.)	MINIMUM YARD SIDES	
		FRONT	LEAST ONE
R-1-A	80	40	10
R-1-B	80	40	10

1. THIS LOT LINE DEVELOPMENT WILL BE PERMITTED IN ANY R-1-B DISTRICT.
 2. THIS HAS BEEN AGREED TO ALLOW 20' MINIMUM FRONT OR AT THE SIDE ADJOINING THE STREET ON A CORNER LOT.

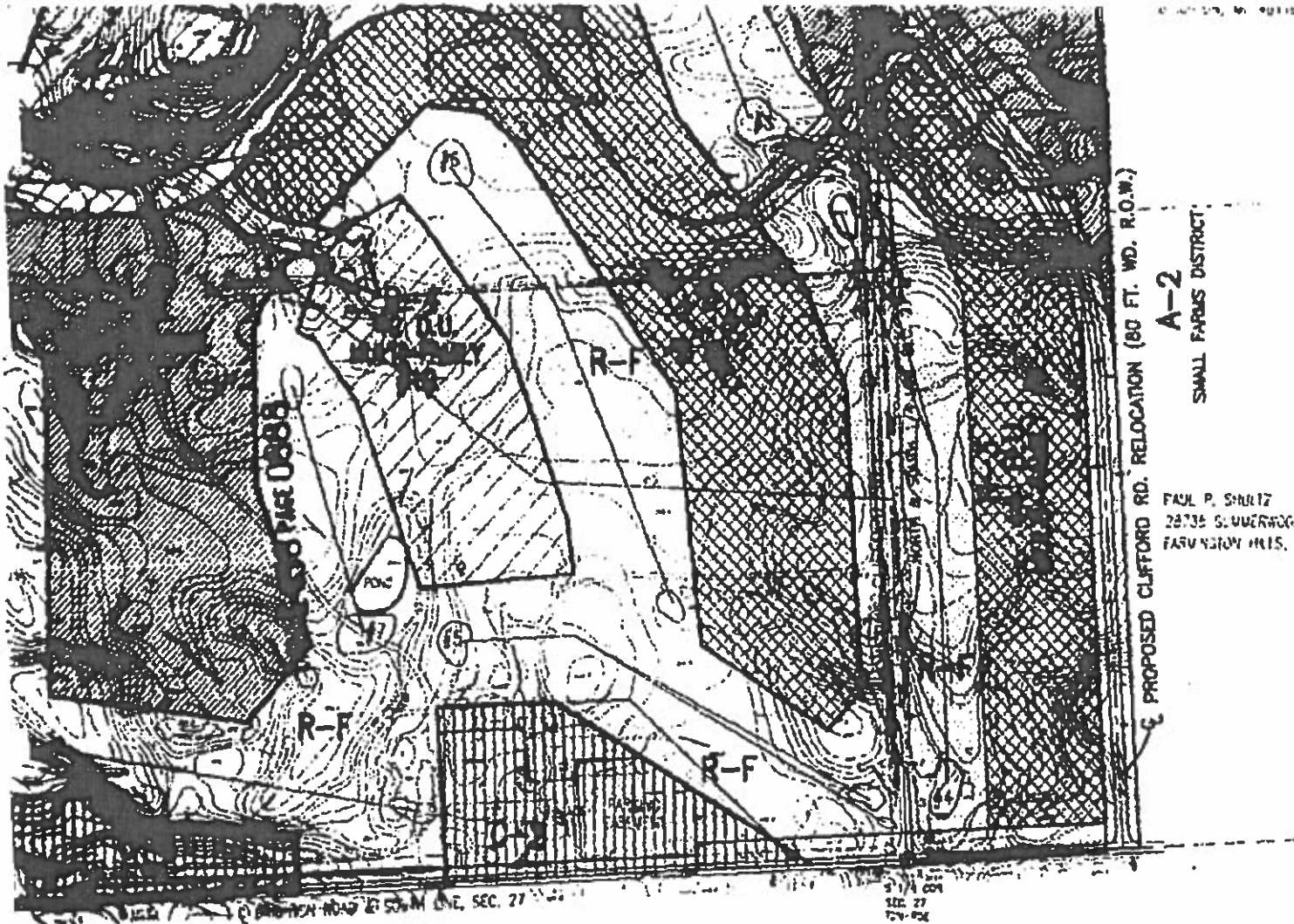
VARIANCES TO SINGLE-FAMILY AND MULTI-FAMILY RESIDENTIAL ZONES:

R-3 TWO ENTRANCES (REAR AND FRONT) WILL NOT BE REQUIRED FOR TERRACE RESIDENCE; EACH ROW HOUSE OR TERRACE RESIDENCE.

VARIANCES TO MULTI-FAMILY RESIDENTIAL ZONES:

OPEN SPACE AND COMMON AREAS INCLUDED WITHIN THE LOT ATTRIBUTED TO ANY ZONING DISTRICT AND LOT TO MEET REQUIREMENTS FOR THAT ZONING DISTRICT.

Lak Pointe
 DEVELOPMENT COMPANY



PROPOSED CLIFFORD RD. RELOCATION (80 FT. WD. R.O.W.)
 A-2
 SMALL FARMS DISTRICT

PAUL P. SHULTZ
 28736 SLOVERWOOD
 FARMINGTON HILLS, MI 4

MAIN ENTRANCE AREA
 GATEHOUSE AREA

SINGLE FAMILY SUBURBAN RESIDENCE

R-1-B

CONDITIONS FOR R-1-A

SETBACK	REAR	LIVING AREA MINIMUM PER UNIT (IN SQ. FT.)
FRONT	50	1200
REAR	50	1200

AND R-1-B ZONE.
 (SIZES = 30')

ADDITIONAL ZONES:
 ONE SINGLE ENTRANCE PER ROW HOUSE OR
 ROW HOUSES MAY HAVE A SINGLE ENTRANCE.

PLANNED UNIT DEVELOPMENT MAY BE.
 MINIMUM LOT SIZE, AREA IN SQUARE FEET

- 3-15-90
- REV 11-9-90
- REV 12-10-90
- REV 12-17-90
- REV 12-19-90
- REV 1-24-91
- REV 2-27-91

LEGEND

- EXISTING CONDOMINIUM BUILDINGS
- CONSTRUCTED VEHICULAR CIRCULATION
- VEHICULAR ENTRANCE
- DRAINAGE PATTERN

NOTES:

ALL PONDS ARE TO BE FOR STORM
 RETENTION/DETENTION.



PREPARED BY
BOSS ENGINEERING COMPANY
 3121 E. GRAND RIVER
 HOWELL, MICHIGAN 48843
 (517) 546-4836

BOSS ENGINEERING

ENGINEERS & SURVEYORS

Revised June 18, 1991
Revised December 11, 1990
Revised November 7, 1990
Revised November 16, 1988
October 27, 1988
Page 1 of 3

OAK POINTE DEVELOPMENT EAST OF CHILSON ROAD

A part of the SW 1/4, NW 1/4 and S/E 1/4 of Section 27; a part of the SW 1/4, NW 1/4, NE 1/4 and SE 1/4 of Section 28, T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows; Beginning at the South 1/4 corner of said Section 28; thence N 03°17'52" W along the North-South 1/4 line (as monumented) of said Section 28, 33.00 feet to the Northerly Right-of-Way of Brighton Road (66 feet wide) and the Southerly line of "Orrin Case's Plat of the Village of Chilson" as recorded in Liber 1 of Plats, Page 10, Livingston County Records; thence S 86°57'06" W along said Right-of-Way and Southerly line of said Subdivision, 85.35 feet (Recorded as 85.79 feet) to the Northeasterly Right-of-Way of Chilson Road (49.5 feet wide) and the Westerly line of said "Orrin Case's Plat of the Village of Chilson"; thence N 27°00'00" W along said Right-of-Way and Westerly line of said Subdivision, 1093.69 feet (Recorded as 1093.76); thence continuing along said Right-of-Way N 29°34'11" W, 129.45 feet; thence N 86°39'22" E, 372.27 feet; thence N 03°17'52" W, 197.40 feet; thence S 87°56'52" W, 266.15 feet; thence S 03°20'38" E, 6.00 feet; thence S 86°39'22" W, 231.19 feet to the centerline of Chilson Road (66 feet wide); thence along said centerline on the following five (5) courses; 1) N 29°34'11" W, 295.16 feet; 2) Northwesterly along an arc left, having a length of 699.10 feet, a central angle of 07°05'48", a radius of 5644.31 feet, and a chord which bears N 33°07'06" W, 698.66 feet; 3) N 36°40'00" W, 474.51 feet; 4) Northwesterly along an arc right, having a length of 299.40 feet, a central angle of 08°53'28", a radius of 1929.37 feet, and a chord which bears N 32°13'16" W, 299.10 feet; 5) N 27°46'23" W, 144.21 feet; thence N 02°56'53" W, 33.00 feet; thence N 87°03'07" E, 39.76 feet to the Northeasterly Right-of-Way of Chilson Road (100 feet wide); thence Northwesterly along said Right-of-Way line on an arc left, having a length of 408.51 feet, a central angle of 28°45'23", a radius of 813.94 feet and a chord which bears N 42°34'24" W, 404.24 feet; thence N 24°18'07" W, 481.29 feet; thence N 66°52'54" W, 76.85 feet; thence S 34°59'57" W, 302.61 feet to the Northeasterly Right-of-Way of Chilson Road; thence Northwesterly along said Right-of-Way line on an arc right, having a length of 654.29 feet, central angle of 52°30'32", radius of 713.94 feet and a chord which bears N 28°33'49" W, 631.63 feet; thence S 87°41'27" W, 50.00 feet to the centerline of Chilson Road and West line of Section 28; thence N 03°07'47" W along said centerline and West line, 199.70 feet; thence S 88°48'38" E, 736.00 feet; thence N 24°32'59" E, 1155.00 feet to the North line of said Section 28; thence continuing

LISEE 1498 PAGE 0890

along said Section line, N 87°26'20" E, 1412.40 feet to the North 1/4 corner of said Section 28; thence N 86°03'07" E along the North line of said Section (as monumented), 955.00 feet to the centerline of a canal and a point later referred to as Point "A"; thence along said canal (30 feet wide), on the following four (4) courses; 1) S 32°37'30" W, 327.42 feet; 2) S 31°00'00" W, 273.00 feet; 3) S 58°00'00" W, 260.00 feet; 4) N 31°00'00" W, 161.00 feet; thence S 68°52'44" W, 16.20 feet to Traverse Point "B", said point being traversed from Point "A" along the following (9) courses; 1) N 86°03'07" E along the North line of said Section 28 (as monumented), 31.20 feet to the West line of "Old Homestead Subdivision No. 2", as recorded in Liber 6 of Plats, Page 38, Livingston County Records; 2) S 25°01'54" W along West line of said Subdivision (platted as S 29°16' W) 52.93 feet; 3) S 27°26'54" W along West line of said Subdivision (platted as S 31°41' W), 143.65 feet; 4) S 28°24'54" W along West line of said Subdivision (platted as S 32°39' W), 50.51 feet; 5) S 49°06'54" W along West line of said Subdivision (platted as S 53°21' W), 103.65 feet; 6) S 31°51'54" W along West line of said Subdivision (platted as S 36°06' W), 279.50 feet; 7) S 56°40'54" W along West line of said Subdivision (platted as S 60°55' W), 275.53 feet; 8) N 34°24'42" W, 51.10 feet; 9) N 30°37'16" W, 135.67 feet to Traverse Point "B"; thence S 68°52'44" W, 293.80 feet; thence S 39°39'16" E, 80.00 feet; thence S 33°31'44" W, 129.00 feet; thence S 52°13'06" E, 135.42 feet; thence S 10°28'03" E, 216.32 feet; thence along the Northwesterly Right-of-Way of Homestead Drive, as platted in "Old Homestead" a subdivision as recorded in Liber 2 of Plats, Page 4, Livingston County Records, S 31°38'30" W, 830.90 feet (platted as S 35° W); thence along the South line of said Subdivision, S 69°05'26" E, 51.57 feet (platted as S 65° E); thence S 03°35'35" W, 390.67 feet; thence S 12°09'02" E, 201.35 feet; thence N 87°03'07" E, 54.21 feet; thence S 20°54'12" E, 102.28 feet; thence S 56°36'58" E, 285.00 feet; thence N 31°53'00" E, 159.39 feet to Traverse Point "C" (said point later referred to as the starting point of an intermediate shoreline traverse); thence continuing N 31°53'00" E, 4.00 feet to the shoreline of Little Crooked Lake; thence Easterly 1600 feet, more or less, along said shoreline; thence S 42°00'12" E, 8 feet, more or less, to Traverse Point "N", (said point being the Point of Ending of said intermediate shoreline traverse, said traverse described as Beginning at Traverse Point "C"); thence 1) S 45°45'13" E, 137.05 feet; 2) N 39°58'10" E, 422.71 feet; 3) N 25°34'19" E, 86.23 feet; 4) S 50°18'46" E, 123.88 feet; 5) S 39°15'16" E, 287.75 feet; 6) N 77°51'03" E, 167.15 feet; 7) S 12°26'12" E, 266.33 feet; 8) S 46°52'38" E, 457.78 feet; 9) N 87°29'09" E, 583.77 feet to Traverse Point "N"; thence N 42°00'12" W, 8 feet, more or less, to said shoreline of West Crooked Lake; thence Northeasterly along said shoreline 290 feet, more or less; thence N 87°08'24" E, 5 feet, more or less, to Traverse Point "V" (said point being the Point of Ending of a random traverse line, said traverse described as Beginning at Traverse Point "N"); thence 1) N 87°29'09" E, 10.00 feet;

LIVER 1498 PAGE 0891

2) N 19°59'29" E, 281.83 feet to Traverse Point "V"; thence S 87°08'24" W, 192.90 feet; thence N 02°51'36" W, 145.00 feet; thence N 87°08'24" E, 186.67 feet to said shoreline; thence Northwesterly along said shoreline 18 feet, more or less; thence N 87°08'24" E, 17 feet, more or less, to Traverse Point "M" and the South line of Lot 117 of "Crooked Lake Highland Subdivision" as recorded in Liber 1 of Plats, Pages 39 and 40, Livingston County Records; said point being the Point of Ending of a random traverse line (said traverse described as starting at Traverse Point "V"); thence 1) N 05°19'11" W, 145.13 feet; 2) N 18°13'03" E, 18.22 feet to Traverse Point "M"; thence continuing along said South line of Lot 117, N 87°08'24" E, 202.97 feet to the Southeast corner of said Lot; thence continuing N 87°08'24" E along the South line of said Subdivision, 132.06 feet to the Southeast corner of Highcrest Avenue; thence N 08°53'48" E, 491.95 feet; thence N 87°20'43" E, 900.11 feet; thence N 76°02'10" E, 667.84 feet; thence N 02°26'31" E, 212.84 feet; thence N 70°38'06" E, 168.62 feet; thence S 88°02'30" E, 109.29 feet; thence S 62°35'50" E, 165.00 feet; thence S 69°28'50" E, 246.00 feet; thence S 88°18'50" E, 545.70 feet; thence S 61°43'50" E, 100.00 feet; thence S 02°20'24" E, 590.53 feet to the East-West 1/4 line of said Section 27; thence N 87°19'26" E along said line 31.50 feet to the center of said Section 27; thence N 87°19'26" E along the East-West 1/4 line of said Section 27, 567.33 feet; thence S 02°32'00" E, 2665.44 feet to the South line of said Section and centerline of Brighton Road; thence S 87°19'30" W along said line, 576.32 feet to the South 1/4 corner of said Section 27; thence S 87°15'31" W along the South line of said Section and centerline of Brighton Road, 2191.34 feet to the Southwest corner of Section 27 (Southeast corner of Section 28); thence S 86°44'57" W along said section line and centerline 2633.44 feet to the Point of Beginning containing 562.84 acres, more or less, Excepting a part of the SW 1/4 of Section 27, T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Commencing at the S 1/4 corner of said Section 27; thence N 02°20'24" W along the centerline of Clifford Road 2394.53 feet to the Point of Beginning; thence S 87°39'36" W 333.00, thence N 02°20'24" W 125.00 feet, thence S 87°39'36" W 333.00 feet to the centerline of Clifford Road; thence along said centerline S 02°20'24" E 125.00 feet to the Point of Beginning; containing 0.95 acres, more or less. Total area for the Oak Pointe Development East of Chilson Road is 561.88 acres and is subject to the rights of the public over existing Brighton, Clifford and Conrad Roads.

USE: 1498 PAGE 0892

Parcel "B":

(Key Plan Parcel No. 26)

A part of the NW 1/4 and part of the SW 1/4 of Section 28, T2N-R5E, Genoa Township, Livingston County, Michigan, described as follows: Commencing at the W 1/4 corner of said Section; thence N 03°07'47" W along the West line of said Section, 330.00 feet; thence N 87°03'07" E, 107.65 feet to the Point of Beginning of the parcel to be described; thence continuing along said line N 87°03'07" E, 860.16 feet to the centerline of Chilson Road; thence along said centerline on the following five (5) courses; (1) S 27°46'23" E, 144.21 feet; and (2) Southeasterly along an arc left, having a length of 299.40 feet, a radius of 1929.37 feet, a central angle of 08°53'28" and a chord which bears S 32°13'16" E, 299.10 feet; and (3) S 36°40'00" E, 474.51 feet; and (4) Southeasterly along an arc right, having a length of 699.10 feet, a radius of 5644.31 feet, a central angle of 07°05'48" and a chord which bears S 33°07'06" E, 698.66 feet; and (5) S 29°34'11" E, 299.08 feet; thence S 86°13'14" W along the North line of "Orrin Case's Plat of the Village of Chilson" as recorded in Liber 1 of Plats, Page 10, Livingston County Records, 152.90 feet; thence along the Northeasterly Right-Of-Way line of the Toledo-Ann Arbor Railroad (66 foot wide) on the following four (4) courses; (1) N 27°00'00" W, 3.73 feet; and (2) Northwesterly along an arc left, having a length of 470.27 feet, a radius of 3133.00 feet, a central angle of 08°36'01" and a chord which bears N 31°18'00" W, 469.83 feet; and (3) Northwesterly along an arc left, having a length of 1224.20 feet, a radius of 2897.79 feet, a central angle of 24°12'19" and a chord which bears N 47°42'11" W, 1215.12 feet; and (4) N 59°48'20" W, 695.62 feet to the Point of Beginning, containing 12.62 acres more or less and subject to the rights of the Public over the existing Chilson Road.

File No. 85127Des

85127 JOB #
1 of 2 SHEET

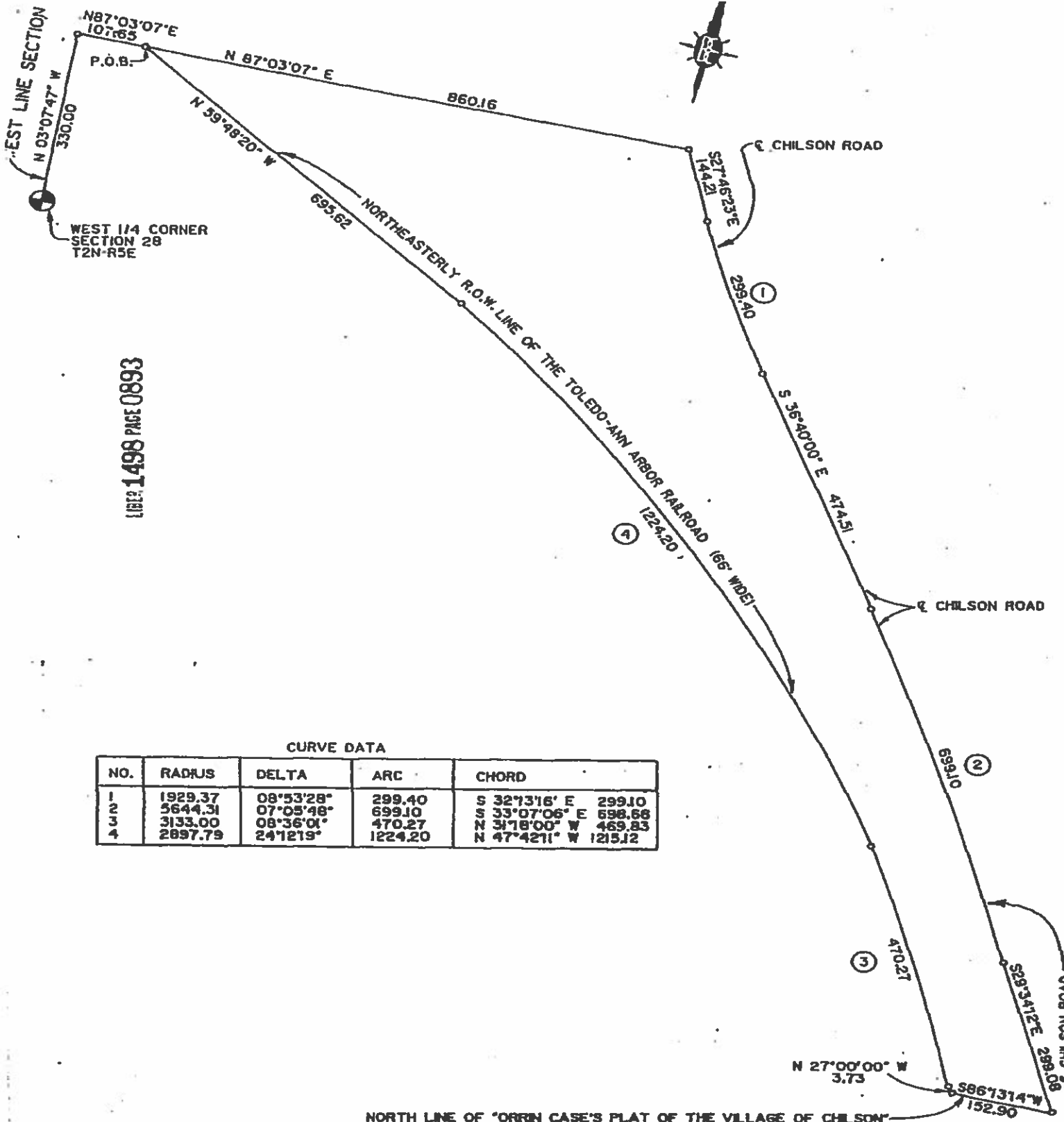


BOSS ENGINEERING
ENGINEERS & SURVEYORS

MAIN OFFICE:
3121 E. GRAND RIVER
HOWELL, MICHIGAN 48843

HOWELL (517) 546-4836
BRIGHTON (313) 229-4773
CHARLEVOIX (616) 547-2872

Gary R. Boss



LIBER 1498 PAGE 0893

CURVE DATA

NO.	RADIUS	DELTA	ARC	CHORD
1	1929.37	08°53'28"	299.40	S 32°13'16" E 299.10
2	5644.31	07°05'48"	699.10	S 33°07'06" E 698.66
3	3133.00	08°36'01"	470.27	N 31°18'00" W 469.83
4	2897.79	24°12'19"	1224.20	N 47°42'11" W 1215.12

NORTH LINE OF 'ORRIN CASE'S PLAT OF THE VILLAGE OF CHILSON'

I HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE RATIO OF CLOSURE ON THE UNADJUSTED FIELD OBSERVATIONS OF SUCH SURVEY WAS 1/ 39,000 AND THAT SAID SURVEY FULLY COMPLIES WITH THE REQUIREMENTS OF PUBLIC ACT NUMBER 132-1970.

Gary R. Boss

DESCRIPTION:

PARCEL "B"



BOSS ENGINEERING
ENGINEERS & SURVEYORS

MAIN OFFICE:
3121 E. GRAND RIVER
HOWELL, MICHIGAN 48843
HOWELL (517) 545-4836
BRIGHTON (313) 229-4773
CHARLEVOIX (616) 547-2672



CLIENT:
OAK PONTE
DEVELOPMENT

JOB NO. 85127
SHEET 2 OF 2

SCALE: 1 INCH = 200 FEET

DATE: 7-14-88

LEGEND

- = IRON SET
- = IRON FOUND
- ⊙ = MONUMENT FOUND
- ⊛ = FENCE
- (R) = RECORDED
- (M) = MEASURED

(Key Plan Parcel No. 27)

LINE 1498 PAGE 0894

A part of the SW 1/4 and part of the NW 1/4 of Section 28 and part of the SE 1/4 of Section 29 T2N-R5E Genoa Township, Livingston County, Michigan, described as follows: Beginning at the SE corner of said Section 29; thence S 87°15'21" W along the South line of said Section, 663.91 feet; thence N 02°20'03" W, 2663.60 feet; thence N 86°26'44" E along the East-West 1/4 line of said Section, 666.84 feet to the W 1/4 corner of said Section 28; thence N 03°07'47" W along the West line of said Section, 321.45 feet to the Southwesterly right-of-way line of the Toledo-Ann Arbor Railroad (66 foot wide); thence along said right-of-way line of the following three (3) courses; 1) S 59°48'20" E, 781.06 feet; 2) Southeasterly on an arc right, having a length of 1196.32 feet, a radius of 2831.79 feet, a central angle of 24°12'19" and a chord which bears S 47°42'11" E, 1187.45 feet; 3) Southeasterly on an arc right, having a length of 439.90 feet, a radius of 3067.00 feet, a central angle of 08°13'05" and a chord which bears S 31°29'29" E, 439.52 feet; thence S 87°00'05" W, 389.11 feet; thence S 02°37'00" E, 620.00 feet to traverse point "A"; thence continuing S 02°37'00" E, 20.00 feet to the centerline of Chilson Creek; thence S 40°44'55" E along said centerline 240.49 feet to a point bearing N 02°37'00" W, 20.00 feet from Traverse Point "B", said Traverse Point "B" being traversed S 35°33'33" E, 273.07 feet from Traverse Point "A"; thence N 02°37'00" W, 23.00 feet; thence N 86°57'06" E, 330.00 feet; thence S 02°37'00" E, 528.00 feet to the South line of said Section 28 and the centerline of Brighton Road; thence along said South line, S 86°57'06" W, 1812.13 feet to the Point of Beginning containing 127.10 acres more or less and subject to the rights of the public over the existing Brighton Road.

File: KPP27

JOB # 85341
SHEET 1 of 3

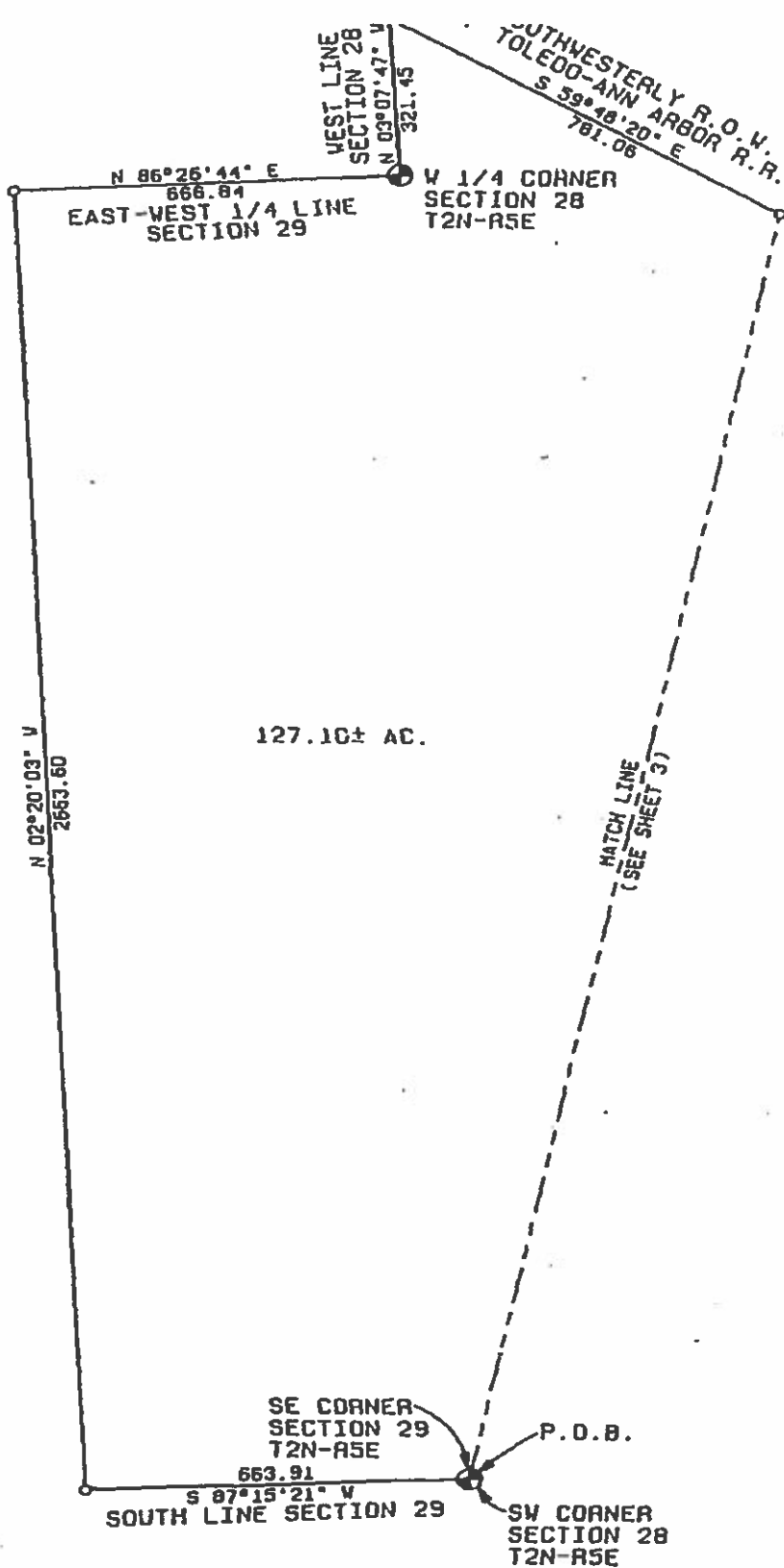


BOSS ENGINEERING
ENGINEERS & SURVEYORS

MAIN OFFICE:
3121 E GRAND RIVER
HOWELL, MICHIGAN 48843
HOWELL (517) 546-4836
BRIGHTON (313) 229-4773
CHARLEVOIX (616) 547-2872

A handwritten signature of Gary R. Boss in cursive script.

LIBER 1498 PAGE 0895



Gary R. Boss

DESCRIPTION:

KEY PLAN
PARCEL NO. 27



**BOSS ENGINEERING
ENGINEERS & SURVEYORS**

MAIN OFFICE:

3121 E. GRAND RIVER
HOWELL, MICHIGAN 48843
HOWELL (517) 548-4836
BRIGHTON (313) 229-4773
CHARLEVOIX (616) 547-2872

CLIENT:

OAK PONTE
DEVELOPMENT

SCALE: 1 INCH = 300 FEET

DATE 3/29/89

LEGEND

- = IRON SET
- = IRON FOUND
- ⊙ = MONUMENT FOUND
- * = FENCE
- (R) = RECORDED
- (M) = MEASURED



JOB NO. 85341

SHEET 2 OF 3



LIBER 1498 PAGE 0896

RADIUS = 2031.79
DELTA = 24°12'19"
ARC = 1196.32
CHORD = S 47°42'11" E
1107.45

RADIUS = 3067.00
DELTA = 08°13'05"
ARC = 439.90
CHORD = S 31°29'29"
439.52

MATCH LINE
(SEE SHEET 2)

389.11
S 87°00'05" W

620.00
S 02°37'00" E

TRAVERSE POINT
"A"
S 02°37'00" E 20.00
S 35°33'33" E 273.07
INTERMEDIATE TRAVERSE LINE
N 02°37'00" W 20.00
TRAVERSE POINT
"B"
S 40°44'55" E 240.49
(CHILSON CREEK)
N 86°57'06" E 330.00
N 02°37'00" W 23.00

SE CORNER SECTION 29 T2N-R5E
P.O.B.
SW CORNER SECTION 28 T2N-R5E

1812.13
S 86°57'06" W
SOUTH LINE SECTION 28

528.00
S 02°37'00" E
BRIGHTON ROAD

DESCRIPTION:
KEY PLAN
PARCEL NO. 27



BOSS ENGINEERING
ENGINEERS & SURVEYORS

MAIN OFFICE:
3121 E. GRAND RIVER
HOWELL, MICHIGAN 48843
HOWELL (517) 548-4836
BRIGHTON (313) 229-4773
CHARLEVOIX (616) 547-2872

Gary R. Boss

CLIENT:
OAK POINTE
DEVELOPMENT

SCALE: 1 INCH = 300 FEET
DATE 3/29/89
DR. WHN
CHKD. NP

LEGEND
○ = IRON SET
● = IRON FOUND
□ = MONUMENT FOUND
--- = FENCE
--- = RECORDED
--- = MEASURED



JOB NO. 8534I
SHEET 3 OF 3

Lots 3,4,5,6 and 7 of "Block D" of "Orrin Case's Plat of the Village of Chilson" as recorded in Liber 1 of Plats, page 10, Livingston County Records, more particularly described as Being a part of the SW 1/4 of Section 28, T2N-R5E Genoa Township, Livingston County, Michigan, described as follows: Commencing at the S 1/4 corner of said Section; thence S 86° 57' 06" W along the South line of said Section and centerline of Brighton Road, 269.21 feet; thence N 27° 00' 00" W along the Northeasterly right-of-way line of the Toledo-Ann Arbor Railroad, 320.23 feet to the Point of Beginning of the parcel to be described; thence continuing along said line, N 27° 00' 00" W 330.00 feet; thence N 63° 37' 00" E 132.00 feet to the Southwesterly right-of-way line of Chilson Road; thence S 27° 00' 00" E along said right-of-way line 330.00 feet; thence S 63° 37' 00" W 132.00 feet to the Point of Beginning, containing 1.00 acres more or less.

LIFE: 1498 PAGE 0897

Gary R. Boss
REGISTERED LAND SURVEYOR
 NO. 17022

CLIENT Burroughs Corp.
 CLOSURE ERROR 1/39,702
 DESCRIPTION Lots 3,4,5,6 & 7, Blk.D of "Orrin Case's Plat. of Vill. of Chilson & Pt. SW 1/4"
 SECTION 28 T 2N -R. 5E
 TOWNSHIP Genoa

BOSS ENGINEERING COMPANY

CIVIL ENGINEERS - LAND SURVEYORS

3121 E. GRAND RIVER, HOWELL, MICHIGAN 48843
 (517) 546-4836
 BOX 28 A, PORT AIR PLAZA, CHARLEVOIX, MICHIGAN 49720
 (616) 547-2872

- LEGEND
- = IRON SET
 - = IRON FOUND
 - ⊕ = NUB OR LATHE SET
 - ⊙ = MONUMENT FOUND
 - * = FENCE
 - (R) = RECORDED

SCALE:	SHEET 5 OF 14
JOB NO. 81023	DR. BY: RB
DATE: 5-26-81	CHKD BY: LLC



FOURTH AMENDMENT TO

PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 6th day of AUGUST, 1996, by and between OAK POINTE DEVELOPMENT COMPANY, a Michigan corporation, whose address is 5341 Brighton Road, Brighton, Michigan 48116, (hereinafter referred to as the ("DEVELOPER") and the TOWNSHIP OF GENOA, a general law township, whose address is 2980 Dorr Road, Brighton, Michigan 48116, (hereinafter referred to as the ("TOWNSHIP")).

WITNESSETH:

WHEREAS, the DEVELOPER and the TOWNSHIP previously entered into a PLANNED UNIT DEVELOPMENT AGREEMENT on January 25, 1985 and recorded February 7, 1985 at Liber 1116, Page 915, Livingston County Records, and

WHEREAS, the original agreement was modified by the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENTS dated May 26, 1987, September 27, 1988 and June 4, 1991, and recorded December 2, 1988, at Liber 1317, page 135, Liber 1317, page 142, respectively and August 26, 1991 at Liber 1498, page 878 Livingston County Records, and

WHEREAS, the DEVELOPER has made an application for a Fourth Amendment to the PLANNED UNIT DEVELOPMENT AGREEMENT for the purpose of reconfiguring the overall master plan pertaining to the use, zoning, layout and density of the property, and

WHEREAS, a public hearing was held before the Genoa Township Planning Commission on July 8th 1996, and

WHEREAS, at a regular Township Board meeting held on August 5th 1996, the Township Board approved the DEVELOPER'S application to modify the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT.

NOW, THEREFORE, the DEVELOPER and the TOWNSHIP agree that the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENT is modified by adding to the GENERAL AND SPECIFIC TERMS OF AGREEMENT REGARDING LAND USE AND LAND DEVELOPMENT the following new subparagraphs.

I. General Terms of Agreement

4(h) Exhibit "I" shall be replaced with Exhibit K attached hereto regarding land use, zoning and development configurations.

4(i) Exhibit "J" shall be replaced with Exhibit L attached hereto regarding updated existing and future allowable land use densities per phase of developments.

II. Specific Terms of Agreement

25(b) The R-1-F area designation on Exhibit "K" shall become a permitted land use within the P.U.D. with the following use restrictions.

(1) The R-1-F Area shall have no greater than 108 single-family detached dwelling units unless approved by the Township Board and no less than 108 such units unless agreed to by the Owner or Land Contract Purchaser of the R-1-F area.

- (2) Buildings within the R-1-F Area shall be a minimum of 25 feet from the paved edge of any road.
- (3) No building within the R-1-F Area shall be less than 20 feet from any other building excepting upon recommendation by the Planning Commission, the Genoa Township Board may reduce this requirement to 15 feet during the site plan application process for clustering purposes.
- (4) All buildings shall have a maximum height of no greater than two stories and 35 feet; walkout lower levels in buildings shall be excluded in computing this requirement. Walkout lower levels are defined as basements which are partially exposed allowing access for entry and exit or large exposed window areas.
- (5) The minimum living area per dwelling unit shall be 1485 square feet on a main level.
- (6) Upon request of the Owner or Land Contract Purchaser of the R-1-F area in connection with the review and approval of any site plan submitted for the R-1-F Area, any or all of the foregoing requirements may be modified by the Township Board upon recommendation of the Planning Commission.
- (7) Perimeter setbacks within this zoning area shall be 30 feet minimum.

The PLANNED UNIT DEVELOPMENT AGREEMENT dated January 25, 1985, and the AMENDED PLANNED UNIT DEVELOPMENT AGREEMENTS with Exhibits and agreements, which are incorporated therein by reference, and this AMENDMENT shall constitute the entire development agreement between the TOWNSHIP and the DEVELOPER.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the 6 day of August, 1996.

WITNESS:

Dawn R. Parsons
Dawn R. Parsons
Lorna A. Gillis
LORNA A. GILLIS

Hilda Kirsch
HILDA KIRSCH
Richard A. Heikinen
RICHARD A. HEIKINEN

OAK POINTE DEVELOPMENT COMPANY
a Michigan Corporation

Rory J. McDonald
By: Rory J. McDonald
Its: Secretary

TOWNSHIP OF GENOA
a Michigan Municipal Corporation

Robert M. Masias
By: Supervisor
Its: Paul A. Schlarer
Its: GENOA TOWNSHIP CLERK

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

August The foregoing instrument was acknowledged before me this 6 day of August, 1996, by Rory J. McDonald, the Secretary of Oak Pointe Development Company, a Michigan Corporation, on behalf of the corporation.

Lynne G. Gillin
Oakland, Notary Public
acting in Livingston County Michigan
My commission expires: 12/22/99

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 6th day of AUGUST, 1996, by ROBERT R. MURRAY, the SUPERVISOR of the Township of Genoa, a general law township, on behalf of the township.

Richard A. Heikkinen
RICHARD A. HEIKKINEN, Notary Public
Livingston County Michigan
My commission expires: 10/24/97

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

August The foregoing instrument was acknowledged before me this 13 day of August, 1996, by Paulette A. Skolarus, the CLERK of the Township of Genoa, a general law township, on behalf of the township.

Hilda Kirsch
Hilda Kirsch, Notary Public
Livingston County Michigan
My commission expires: May 7, 1997

Upon Recording Return To:

Oak Pointe Development Company
5341 Brighton Road
Brighton, Michigan 48116

EXHIBIT "L"
 OAK POINTE
 PROPOSED LAND USE
 BY RESIDENTIAL ZONE AREA
For Revised P.U.D. Amended Plan
 Dated (Rev.) 6/6/96

Single Family

<u>Zone</u>	<u>I.D.</u>	<u>Acreage</u>	<u>D.U.</u>
R-1-A	Oak Pointe North #2 & #3 (SF1)	26.60	43
	Highlands #1 (SF2)	27.87	33
	Highlands #2 (SF3)	20.70	26
	Highlands #3 (SF4)	21.81	19
	Highlands Estates (SF5)	1.69	3
	Greenleaf (SF6)	5.46	4
	Subtotal	104.13	128
R-1-B	Oak Pointe South (SF7)	17.82	36
	Oak Pointe North #1 (SF 8)	9.70	14
	Honors (SF9)	31.23	46
	Single Family (SF10)	13.66	16
	Single Family (SF13)	28.59	49
	Subtotal	101.00	161
R-1-C	Country Club Manors (SF11)	21.85	63
R-1-F	Single-Family (SF12)	33.01	108
Single Family Total		259.99	460

Multi-Family

<u>Zone</u>	<u>I.D.</u>	<u>Acreage</u>	<u>D.U.</u>
R-3	Fairways (MF1)	8.57	30
	Multi-Family (MF5)	1.00	5
	Subtotal	9.57	35
R-4	Pine Eagles (MF4)	23.91	107
	Glen Eagles (MF5)	23.94	99
	Subtotal	47.85	206
Multi-Family Totals		57.42	241
Combined Residential Totals		317.41	701

ka

RECORDED

GENOA TOWNSHIP

AUG 19 2002

2002 JUN 14 A 8:55

RECEIVED

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48943

✓
H/6

17/2

FIFTH AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this 9th day of May, 2002, by and between OAK POINTE DEVELOPMENT COMPANY, a Michigan Corporation, with offices located at 5341 Brighton Road, Brighton, Michigan 48116, hereinafter called "Developer", and the TOWNSHIP OF GENOA, a general law township, with offices located at 2911 Dorr Road, Brighton, Michigan 48116, hereinafter called "Township".

RECITALS

WHEREAS, the Township and the Developer previously entered into a PUD Agreement dated January 25, 1985 and said Agreement has been amended four times, and

WHEREAS, the Developer has made an application for an amendment for the purpose of obtaining approval to build and construct an office building on Parcel C as described in the attached Rider "A", and


WHEREAS, the Township Board has determined that the proposed change to the PUD is a minor change in the agreement.

NOW THEREFORE, the parties hereto agree that the PUD Agreement, as modified heretofore, shall be further amended as follows:

1. The use of Parcel C as described in the attached Rider "A" shall be for construction of an office building to conform in all respects to the site plan approved by the Genoa Township Board on April 1, 2002. The uses of the office building shall be limited to the uses permitted and described in the NSD Article 8, Section 8.0202 of the Genoa Township Zoning Ordinance, as modified in the attached Rider "B".
2. The terms of this agreement shall supersede the terms of the prior agreements between the parties as pertaining to the use of Parcel C.

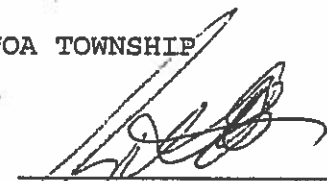
IN WITNESS whereof, the parties have executed this agreement on the dates indicated.

WITNESSES:


Michael G. Archinal

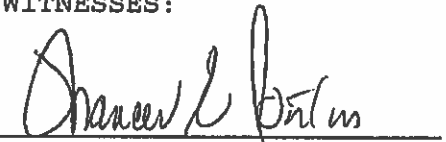

Michael B. Archinal

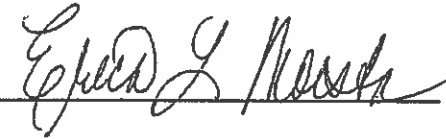
GENOA TOWNSHIP

By: 
Gary T. McCririe
Its Supervisor

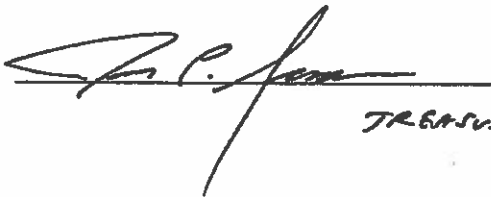
By: 
Paulette A. Skolarus
Its Clerk

WITNESSES:



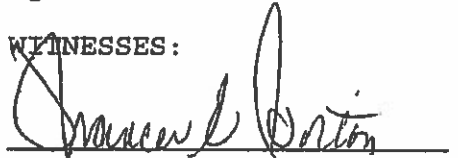


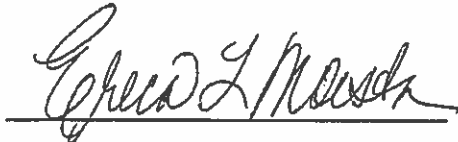
OAK POINTE DEVELOPMENT COMPANY

By: 
TREASURER

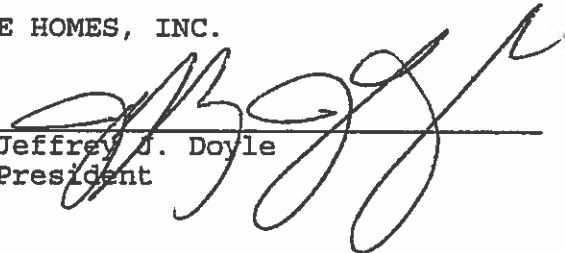
Doyle Homes, Inc., by Jeffrey J. Doyle, President does hereby consent to the Fifth Amendment to Planned Unit Development Agreement.

WITNESSES:





DOYLE HOMES, INC.

By: 
Jeffrey J. Doyle
Its President

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

gth The foregoing instrument was acknowledged before me this 9th of May, 2002, by Gary T. McCririe, Supervisor and Paulette A. Skolarus, Clerk of Genoa Township, a general law township, on behalf of said township.

Renee M. Gray
Renee M. GRAY Notary Public
Livingston County, Michigan
My commission expires: 7-19-2005



STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

gth The foregoing instrument was acknowledged before me this 9th of May, 2002, by JOSEPH P. SIRIANNI, the SEC/TREAS. of Oak Pointe Development Company, a Michigan corporation, on behalf of said corporation.

Frances E. Horton
Notary Public
Livingston County, Michigan
My commission expires: _____

Frances E. Horton
Livingston County Notary
Commission Expires 12-19-2002

STATE OF MICHIGAN]
] ss
COUNTY OF LIVINGSTON]

gth The foregoing instrument was acknowledged before me this 9th of May, 2002, by Jeffrey J. Doyle, the President of Doyle Homes, Inc., a Michigan corporation, on behalf of said corporation.

Frances E. Horton
Notary Public
Livingston County, Michigan
My commission expires: _____

Frances E. Horton
Livingston County Notary
Commission Expires 12-19-2002

DRAFTED BY and RETURN TO:
Richard A. Heikkinen
THE HEIKKINEN LAW FIRM, P.C.
110 North Michigan Avenue
Howell MI 48843

RIDER "A"

Parcel "C":

Lots 3, 4, 5, 6 and 7 of "Block D" of "Orrin Case's Plat of the Village of Chilson" as recorded in Liber 1 of Plats, page 10, Livingston County Records, more particularly described as Being a part of the SW 1/4 of Section 28, T2N-R5E Genoa Township, Livingston County, Michigan, described as follows: Commencing at the S 1/4 corner of said Section; thence S 86° 57' 06" W along the South line of said Section and centerline of Brighton Road, 269.21 feet; thence N 27° 00' 00" W along the Northeasterly right-of-way line of the Toledo-Ann Arbor Railroad, 320.23 feet to the Point of Beginning of the parcel to be described; thence continuing along said line, N 27° 00' 00" W 330.00 feet; thence N 63° 37' 00" E 132.00 feet to the Southwesterly right-of-way line of Chilson Road; thence S 27° 00' 00" E along said right-of-way line 330.00 feet; thence S 53° 37' 00" W 132.00 feet to the Point of Beginning, containing 1.00 acres more or less.

OAK POINTE P.U.D. / CHILSON STATION

RIDER "B"

ARTICLE 8

COMMERCIAL AND OFFICE DISTRICTS

Sec. 8.1

~~ESTABLISHMENT OF COMMERCIAL AND SERVICE DISTRICTS~~

~~The Commercial and Service Districts of Genoa Township are hereby established as follows:~~

~~Sec. 8.2 NSD - Neighborhood Service District~~

~~Sec. 8.4 OSD - Office Service District~~

~~Sec. 8.5 GCD - General Commercial District~~

CHILSON STATION

Sec. 8.2

NEIGHBORHOOD SERVICE DISTRICT (NSD)

Sec. 8.201

STATEMENT OF PURPOSE

The Neighborhood Services District (NSD) is established to accommodate retail business and services to serve the needs of nearby residential neighborhoods. It is intended further that all activities in the Neighborhood Services District shall be conducted entirely within wholly enclosed permanent buildings, except parking of employees' and customers' vehicles and the loading or unloading of commercial vehicles and that all goods produced on the premises shall be sold in the premises where produced.

Sec. 8.202

NEIGHBORHOOD SERVICE PERMITTED USES:

In the Neighborhood Service District (NSD), no land or building shall be erected or used except for one or more of the following specified uses.

- a. ~~Retail establishments and shopping centers with up to 15,000 square feet gross floor area which provide goods such as: bakery goods, including bakery items produced on the premises; groceries; produce; meats, provided no slaughtering shall take place on the premises; auto parts; seafood; dairy products; appliances; furniture and home furnishings; apparel; art galleries; drugs; home improvement items, hardware and garden supplies; sporting goods; rental and sales of videos; recorded music; bookstores; computer and software sales; flower shops, greeting card shops, and similar establishments not specifically addressed elsewhere.(as amended 4/15/95)~~
- b. Personal and business service establishments, which perform services on the premises, including: photographic studios dry cleaning drop-off stations (without on site processing); fitness centers; copy centers; mailing centers, data processing centers, dressmakers and tailors; shoe repair shops; tanning salons; beauty parlors; barber shops, and similar establishments.(as amended 4/15/95)
- c. Banks, savings and loan, credit unions and similar financial institutions with up to three (3) ~~drive-through teller windows including any automated teller windows. All drive-through facilities shall be within the principal building or attached by a canopy.(as amended 4/15/95)~~
- d. Take out Restaurants, delicatessen and similar establishments serving food or beverages, excluding restaurants which provide any of the following: alcoholic beverages, outdoor seating, dancing, live entertainment, open front window service, drive-in service, and drive-through service.(as amended 4/15/95)
- e. Professional offices of doctors, dentists, optometrists, chiropractors, psychiatrists, psychologists and similar or allied professions; excluding clinics and urgent care centers; within buildings up to 15,000 square feet of gross floor area.(as amended 4/15/95)

LIBER 3426 PAGE 0216

Genoa Township Zoning Ordinance

f. Professional offices of lawyers, architects, engineers, insurance agents, real estate agents, builders, financial consultants, accountants and similar or allied professions within buildings up to 15,000 square feet of gross floor area.(as amended 4/15/95)

- ~~g. Churches, temples and similar places of worship and related facilities.(as amended 4/15/95)~~
- ~~n. Child care centers, preschool and commercial day care provided that for each child cared for there shall be provided and maintained a minimum of two hundred and fifty (250) square feet of indoor play area and one hundred and fifty (150) square feet of outdoor play area with a minimum play area of one thousand (1,000) square feet. The required play area shall be fenced and screened from any abutting residential district. The Planning Commission may reduce the required play area in consideration of the number of infants which care is devoted.(as amended 4/15/95)~~
- ~~o. Bed and breakfast inns.(as amended 4/15/95)~~
- ~~p. Hotels and motels with no more than 25 rooms not including accessory convention/meeting facilities or restaurants. These uses may include the residence for the owner/manger's family.(as amended 4/15/95)~~
- ~~r. Public/government buildings.~~
- ~~s. Essential public services and structures, not including buildings and storage yards.(as amended 4/15/95)~~
- ~~m. Accessory uses, buildings and structures customarily incidental to any of the above uses, as defined in Article 3, General Provisions, Sections 3.31-3.36 shall be permitted with the Special Land Use; except accessory fuel storage; use or storage of hazardous materials; commercial outdoor display, sales or storage; and open air business activities.~~

Sec. 8.204 SPECIAL LAND USES

The following Special Land Uses may be permitted upon review and approval in accordance with the general and specific standards of Article 12 Special Land Uses. These uses require a Special Land Use Permit.

- ~~a. Retail establishments and shopping centers as listed in Section 8.202 (a) with 15,001 - 30,000 square feet of gross floor area.(as amended 4/15/95)~~
- ~~b. Convenience stores and beer/wine/liquor stores, provided there is no gasoline sales or automobile service.(as amended 4/15/95)~~
- ~~c. Laundromats.(as amended 4/15/95)~~
- ~~d. Leasing and rental of recreational equipment, including but not limited to boats, canoes, motor homes and jet skis, when accessory to a permitted use.~~
- ~~e. Marina without boat storage or repair.~~
- ~~f. Restaurants with open front windows.~~
- ~~g. Professional offices and medical offices with over 15,000 square feet of gross floor area (as amended 4/15/95)~~