

PLANNED UNIT DEVELOPMENT AGREEMENT

This Agreement, made this 9th day of February, 1989, by and between RIVER PLACE/ABBEY, a Michigan partnership, whose address is 30100 Telegraph Road, Suite 366, Birmingham, Michigan 48010 (hereafter "Developer"), and the TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2980 Dorr Road, Brighton, Michigan 43116 (hereafter "Township").

W I T N E S S E T H :

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

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

WHEREAS, the Township's Planning Commission, after giving proper notice, held a public hearing on September 7, 1988, at which Developer's Preliminary Application for a PUD was considered, comments and recommendations of the public were heard, and the Planning Commission recommendations were made to the Township Board; and

WHEREAS, on October 17, 1988, the Township Board reviewed the Preliminary Application and made recommendations to Developer concerning the Preliminary Application; and

WHEREAS, on October 24, 1988, Developer submitted to the Planning Commission an Application for Final Approval of the PUD (hereafter "Final Application"), pursuant to the provisions of Article XXII of the Township's Zoning Ordinance (the "Zoning Ordinance"); and

WHEREAS, the Planning Commission, after giving proper notice, held a public hearing on November 9, 1988, as required by P.A. 184 of 1983, as amended, at which the Final Application was considered, comments and recommendations of the public were heard, and recommendations were made by the Planning Commission to the Township Board concerning the Final Application; and

WHEREAS, the uses to be permitted within a PUD may consist of single-family and multiple-family residential and certain related recreational 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 the Final Site Development Plan 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 uses; the number and general location of dwelling units by type; the general location of the various land uses; and the general layout and types of street patterns; and

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

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

WHEREAS, the Developer is cognizant that the Township does not have the present intention, plan or resources to hard surface any adjoining road or provide centralized water supply or sewage disposal; and

WHEREAS, the Developer desires, because of the benefit to be gained by Developer, at Developer's sole expense, and in cooperation with the Township and Livingston County Road Commission, to rebuild, construct and hard surface a portion of Bauer Road, to be constructed in accordance with the standards as set forth by the Livingston County Road Commission; and

WHEREAS, Developer freely, voluntarily, knowingly and irrevocably waives any right Developer has, if any, to object to hard-surfacing Bauer Road and to seek to recover all or any portion of the cost of hard-surfacing Bauer Road from the Township or any Township official, in order to obtain the benefits of the PUD; and

WHEREAS, the plans, as approved in the Final Site Development Plan, providing for a centralized wastewater disposal system and a centralized water supply system for the PUD are consistent with the purposes and objectives of the Township and 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 desires, because of the benefits to be gained by the Developer, at the Developer's expense and in cooperation with the Township, either to build and construct a centralized wastewater disposal system and a centralized water supply system or to tap into the City of

Brighton centralized sewage disposal and water supply system with and upon the approval of Genoa Township, providing an agreement can be negotiated between the Township and the City of Brighton on terms satisfactory to Developer to provide such service; and

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

WHEREAS, at a regular public meeting of the Township Board on January 30, 1989, the Township Board approved the Final Application submitted by the Developer and rezoned the property to a PUD Zoning District; and

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

NOW, THEREFORE, the Developer and the Township, in consideration of the mutual covenants of the parties described herein, and with the express understanding that this Agreement 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

- A. Township and Developer acknowledge and represent that the foregoing recitals are true and accurate and binding on the respective parties.
- B. Township acknowledges and represents that the property has been rezoned to a PUD Zoning District.
- C. The PUD shown and described in Exhibits A and B, is hereby approved in accordance with the authority granted to and vested in 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, enacted September 8, 1981, as amended, except as modified herein; subject to the terms of this Agreement and in compliance with Exhibit B, and in compliance with the Subdivision Control Act of 1967 and Ordinance No. 74-00 of Genoa Township (hereafter "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 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 requirements of the Zoning Ordinance are approved and modified herein, nor shall it be deemed to confer any approval otherwise required by law.

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

1. Environmental Impact Statement, dated August 4, 1988;
2. Hydrologic Impact Assessment by William Marsh, dated October 10, 1988;
3. Traffic Impact Study by Reid, Cool & Michalski, dated July 1, 1988 and September 22, 1988; and
4. Water Distribution & Sewerage Disposal/System Preliminary Layout, dated August 29, 1988 and amended September 16, 1988.

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

E. Developer and Township acknowledge and agree that rezoning to PUD of the property described in Exhibit A constitutes approval of Exhibit B as it sets forth the number of permitted dwelling units and the general configuration of permitted land use clusters to be submitted for specific preliminary plat or site plan approval. Site plan review and plat review for the PUD described in Exhibits A and B are not subject to any subsequent enactments or amendments to the Zoning ordinance or the Subdivision Regulations and will be reviewed and approved in light of this Agreement, the Zoning Ordinance and Subdivision Regulations as they exist at the date of this Agreement. Developer shall comply with Section 22.400 of the Zoning Ordinance, as modified herein, with respect to each preliminary plat and site plan approved by Township at Developer's request. Any subsequent zoning action by Township shall be in accordance with applicable constitutional law, the Township Rural Zoning Act and the Zoning Ordinance.

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

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

- A. In all districts designated for single-family residential use, the only permitted principal use shall be single-family dwellings; provided that the community, recreational and utility uses normally incident to the existence of the community center, recreational areas (both as defined in Section II.C below) and utility areas shown on Exhibit B shall be permitted uses.
- B. 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; provided that the

community, recreational and utility uses normally incident to the existence of the community center, recreational areas (both as defined in Section II.C below) and utility areas shown on Exhibit B shall be permitted uses.

- C. The community center may consist of a structure no larger than twelve thousand six hundred (12,600) square feet (the size of the existing Boy Scout Lodge), and shall be used solely for the enjoyment of residents of the Property and their guests. The Developer may retain the existing Boy Scout Lodge or may construct a new building, which will conform to applicable requirements of the Township Zoning Ordinance. The structure shall have a minimum setback of fifty (50) feet from any public right-of-way and shall be set back a minimum of eighty (80) feet from adjoining residential structures.

The community center may contain a multi-purpose room, an exercise room, a kitchen, bath and shower areas, storage rooms and other rooms similar to those used by neighborhood associations. The Developer may construct an olympic-size swimming pool with attached diving area and up to four (4) tennis courts in the common area adjacent to the community center.

Common recreational areas shown on the plan may consist of common dock and beach areas on Brighton and Lime Lakes, as more specifically described in Section II.M below. In addition, a walking trail may be developed through the site in commonly-held conservation areas and the public rights-of-way.

The water feature depicted on the Final Site Development Plan, if developed, shall be used for natural recreational purposes similar to other recreational uses permitted for recreational and communal areas by this Agreement. The area will be an island that will consist of dredged material from the lake basin, if permission for dredging can be obtained from the Michigan Department of Natural Resources. Developer does not intend to develop the water feature for residential or commercial purposes.

- D. Developer represents that Developer presently intends to construct single-family residences and condominium units for sale. Developer represents that it does not presently intend to rent the dwelling units shown on Exhibit B. Township recognizes Developer's possible need for rental occupancy of the dwelling units during the development and marketing period due to economic conditions which make it impossible to sell dwelling units at a reasonable profit. Developer, therefore, shall be permitted to rent dwelling units within the PUD during the period of development and marketing if the market for the sale of such units is not conducive to a sale at a reasonable profit. If the time period of the rental exceeds eighteen (18) months, the Developer shall present evidence to the Township that market conditions do not allow for sale at a reasonable profit. Nothing in this paragraph shall be construed to prohibit any person or entity, other than Developer or its affiliates, from purchasing a dwelling unit with the intent to rent for profit, subject, however, to applicable laws, regulations and ordinances.
- E. At the time of filing a preliminary plat application, Developer shall indicate, for each lot, the proposed location for each building area, with attention to preservation of natural features, such as trees, views, vistas, solar orientation and topography. Final approval of the plat

shall constitute the Township's approval of the building area for the residence within each lot, and no residence shall be erected or placed other than within the confines of the approved building area.

- F. In the event that Developer wishes to develop a phase of the development, but wishes to obtain final plat or site plan approval for only a portion of the total eligible area of that phase, the preliminary plat or multiple-family site plan shall include a drawing showing Developer's intended circulation, drainage, access and utility plan for the remaining unplatted portion of that phase. For purposes of this Agreement, a phase shall be defined as a separately zoned area designated within the PUD as demonstrated on Exhibit B (i.e., R-1-C, RS-1-C or R-3). Subsequent plats or site plans within that phase shall generally conform to the circulation, drainage, access and utility plans previously provided with such changes as are not substantial or which do not adversely affect the environment or owners of property outside the area in question.
- G. 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 TOTAL				
					Front	One of Two	Rear		
R-1-C	21,780	100	2	35	40	20	40	50	1,000
RS-1-C	21,780	100	2	35	40	20	40	90	1,000
R-3	21,780	165	2-1/2	35	35	0	0	30	800

The Township Board, after review by the Planning Commission, may modify the foregoing minimum requirements at Developer's request on an individual lot basis, which request for modification shall not be unreasonably delayed.

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

- H. Residential lots that are contiguous with the Shoreline of either Brighton Lake or Lime Lake, as shown on Exhibit B, shall comply with all requirements of Section 5.500 of the Township Zoning Ordinance entitled Residential Shore District RS-1-C. Notwithstanding the foregoing to the contrary, the common and recreational areas permitted and limited in this Agreement which are contiguous to Lime Lake or Brighton Lake may be used for the purposes and in the manner permitted in this Agreement.
- I. Covenants and deed restrictions governing the use and enjoyment of the land described in Exhibit A shall be submitted for review and approval by the Township Board before any final approval of permission to start residential construction within the PUD. The covenants and restrictions shall be binding on all successors in interest of the property. The

covenants and deed restrictions shall not reduce minimum area and bulk requirements as stated in paragraph 11.G, unless otherwise agreed upon in writing between Township and Developer.

- J. In no event shall the number of total dwelling units permitted with the PUD exceed the number as shown on Exhibit B without reapplication and the execution of a new PUD Agreement by the parties after proceedings in accordance with the procedures specified in the PUD Zoning District of the Zoning Ordinance. In no event shall the total number of dwelling units permitted within the PUD be less than the number of dwelling units provided for in Exhibit B without Developer's prior written consent.
- K. The PUD plan, as presented, may be developed only with centralized sewer as approved by the Livingston County Health Department and the Michigan Department of Natural Resources, subject to applicable laws and regulations. Developer agrees to allow Township to seek agreement to connect the development's sewers to the City of Brighton environmental control facility, directly south of the subject property. Township agrees to seek diligently and in good faith to obtain the agreement of the City of Brighton to such a sewer connection. In the event that this agreement cannot be obtained or in the event such a connection is impractical or is not feasible (economically or technologically), Township and Developer agree to work together, diligently and in good faith, to obtain all required permissions to connect the development's sewers to existing facilities located in the Township. If the required permission cannot be obtained, or can be obtained only on terms unacceptable to the Township or Developer, Township and Developer agree to work together, diligently and in good faith, to obtain the necessary permits from the Department of Natural Resources for a new sewage treatment facility in a location agreeable to Township, Developer and the Township Engineer. All actual and reasonable engineering and legal expenses necessarily incurred by the Township to secure the agreements, permits and approvals contemplated by this Section 11.K will be paid by Developer. When Township and Developer have agreed upon the method of supplying centralized sewers to the Property, they will enter into a written agreement setting forth, with particularity, the terms and conditions on which centralized sewer will be provided to the Property. Failure to obtain the necessary sewer connection approvals shall be deemed a major change in the PUD.
- L. The PUD plan, as presented, may be developed only with a centralized water supply system approved by the Livingston County Health Department and the Michigan Department of Natural Resources, subject to applicable laws and regulations. Developer agrees to allow Township to seek permission to connect the development's water distribution system to the City of Brighton water supply system. Township agrees to seek diligently and in good faith to obtain the consent of the City of Brighton to such a water supply system connection. In the event that this permission is not received, Developer shall build a public well on the subject property, pursuant to the review and approval of the Livingston County Health Department and the Department of Natural Resources, in accordance with applicable law and regulation.
- M. Developer shall impose a comprehensive approach to lake management within the development by restricting access to the lakes in the development as

provided in this paragraph II.M. Except as provided in paragraph II.N below:

1. residents of this development will have access to Lime Lake and to Brighton Lake only in designated common beach and dock areas;
 2. common beach areas may allow swimming, fishing and picnicking pursuant to the rules that will be developed for the Subdivision Association by Developer;
 3. common dock areas may allow fishing for residents and their guests and dockage solely for boats which are not powered by gasoline or diesel fuel and are owned by the Subdivision Association;
 4. the common dock and beach area on Brighton Lake may be located on the peninsula on the north side of Brighton Lake, as shown on the Final Site Development Plan. There will be approximately one thousand six hundred (1,600) feet of beach frontage available for swimming, fishing and common dock facilities, on which the Subdivision and/or Condominium Associations may keep up to thirty-five (35) boats which are not powered by gasoline or diesel fuel in the aggregate. An accessory building containing storage, toilet and changing facilities and a refreshment preparation area and facilities may be constructed within the common area adjoining Brighton Lake;
 5. the common dock and beach area on Lime Lake shall be located on the southeast shore of Lime Lake, as shown on the Final Site Development Plan. The beach area shall consist of approximately seven hundred (700') feet of frontage on Lime Lake, which will be available for swimming, fishing and common dock facilities. The Subdivision and/or Condominium Associations may own and provide a common dock on Lime Lake for up to ten (10) boats which are not powered by gasoline or diesel fuel in the aggregate. No more than five (5) of these boats shall be sailboats; and
 6. all such boats and dock spaces shall be controlled and maintained by the Subdivision and/or Condominium Associations and shall not be rented to non-residents of the Property. No resident of the development may be permitted to moor watercraft in the portion of the lake which is within the development except in these dock areas or areas described in paragraph II.N.
- N. As riparian owners, residents who own lots abutting Lime Lake or Brighton Lake will be allowed access to the lake along their lake frontage. At the time of site plan review for each phase of the development, Developer will clearly identify those lots in such phase which will have riparian rights. These riparian owners will be allowed to own a maximum of two (2) boats per residential lot powered by means other than gasoline or diesel fuel. Such permitted boats must be docked in a manner and a location approved by the development's architectural control committee. The architectural control guidelines shall provide riparian owners with information and restrictions regarding the construction of an approved dock structure and shall designate appropriate areas for their placement on the lake lots. The boats permitted in this paragraph II.N shall be in addition to the boats permitted in paragraph II.M.

- O. Common areas committed to the use of residents of the Property pursuant to Section 22.500(a) of the PUD Ordinance are the community center area, common beach and dock areas, pedestrian paths throughout the project, and preservation land, as located on Exhibit B. Maintenance and supervision of all common areas shall be the responsibility of the Subdivision Association.
- P. With the exception of private roads owned by the Condominium Association in the multi-family phase of the project, all other roads shall be public roads. Any private roads shall be constructed pursuant to Section 11.600 of the Zoning Ordinance, and all roads shall be hard-surfaced. All roads within the PUD shall be hard surfaced and constructed with materials and techniques and to thicknesses which comply with Livingston County Road Commission standards. The design of the roads, however, may deviate from County Road Commission standards, upon its approval, as to degree of slope, size of turning radius, width of clearances, roadside plantings, and such other design features as are necessary to preserve the desirable vegetation and unique topography of the development. The Township shall not oppose any road design approved by the Livingston County Road Commission.
- Q. Due to traffic expected to be generated by the development upon its completion, Developer agrees to pave Bauer Road between Brighton Road and the subdivision road which intersects Bauer Road immediately south of Lime Lake (the "Access Road"), as shown on the Final Site Development Plan, to design and construction standards acceptable to the Livingston County Road Commission. Such paving shall be constructed at the later to occur of the time that the Access Road is paved and the date there are at least one hundred (100) occupied dwelling units in the development which may use the Access Road to get to and from Bauer Road.
- R. The PUD will be developed in several stages, not necessarily in the sequence shown on the Final Site Development Plan, subject, however, to Developer's compliance with Section 22.700 of the Zoning Ordinance. The adequacy of Developer's assurances of payment of the cost of installing roads and necessary utilities, including water supply and wastewater collection and treatment for each stage of the development will be reviewed at the time Township grants each final site plan or plat approval for that segment of the development. In providing such assurances, Developer shall comply with Township's standards of uniform application and which are no more onerous than exist at the date of this Agreement. The Developer may construct roads and utilities in more than one phase simultaneously, providing assurances of completion have been properly delivered to the Township.
- S. Developer presently intends to develop the project as a platted subdivision, not as a site condominium. In the event that the Developer decides to develop the property as a site condominium, Developer agrees to abide by Township requirements for the review of site condominiums as such requirements may exist at the time of Developer's application for approval of a site condominium.
- T. Should Developer be aggrieved by Township's denial of a site plan, preliminary plat or other approval required for the development, an arbitration panel shall be appointed, at the request of Developer, to determine whether Township's decision was reasonable. The arbitrators shall make a finding of 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 Law Sections 600.5001 through 600.5035, or its successor enactment, if replaced. The decision of the arbitrators shall be binding on Township and Developer. If the arbitrators determine that the denial was unreasonable, Township shall promptly grant its approval of the application in question.

The parties may agree upon a single arbitrator, but in the event they cannot so agree, there shall be three (3) arbitrators, one (1) 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 (2) arbitrators so appointed. Should either party refuse or neglect to join in the appointment of the arbitrators within thirty (30) days after a demand, the arbitrator to be designated by that party 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 (2) reached during consultation by all three (3) shall be binding and conclusive.

If the arbitrators shall fail to reach an agreement within thirty (30) days of their appointment, they shall be discharged and three (3) new arbitrators shall be appointed who shall proceed as provided in this paragraph 11.T. The process described in this paragraph 11.T shall be repeated until a decision is reached by at least two (2) of the three (3) arbitrators selected.

The cost and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party. The successful party shall recover, as expenses, all reasonable attorneys fees incurred by it in connection with the arbitration proceeding or any appeals therefrom.

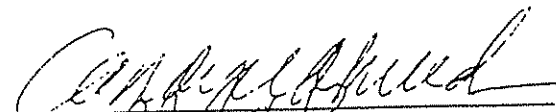
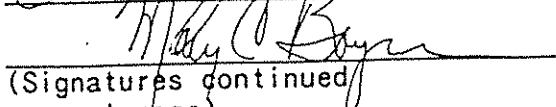
- U. Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of Township for a violation shall be such remedies as are provided by and for violation of a zoning ordinance.

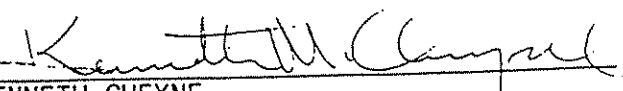
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

WITNESSES:

RIVER PLACE/ABBAY, a Michigan partnership

BY RIVER PLACE PROPERTIES, INC., a
Michigan corporation, Partner



(Signatures continued
on next page)

BY 
KENNETH CHEYNE
President
"Developer"

TOWNSHIP OF GENOA, a Michigan municipal corporation

BY _____
Clerk

BY _____
Its _____
"Township"

STATE OF MICHIGAN)
)SS
COUNTY OF WAYNE)

The foregoing was acknowledged before me this 9th day of February, 1989, by KENNETH CHEYNE, President of RIVER PLACE PROPERTIES, INC., a Michigan corporation, Partner of RIVER PLACE/ABBEY, a Michigan partnership, on behalf of said corporation and partnership.

Nancy Jean Steppard

Notary Public, Wayne County, MI
My Commission Expires:

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

The foregoing was acknowledged before me this ____ day of February, 1989, by _____ and _____, Clerk and _____, respectively of TOWNSHIP OF GENOA, a Michigan municipal corporation, on behalf of said corporation.

Notary Public, _____ County, MI
My Commission Expires:

EXHIBIT A

Legal Description of Property

Those Portions of the Following Described Real Property
Located in Genoa Township, Livingston County, Michigan

Part of the N 1/2 of Section 1, T1N, R5E, Hamburg Township and parts of
Section 36, T2N, R5E, Genoa Township, Livingston County, Michigan, described
as:

Beginning at the NE corner of said Section 1; thence S 87°49'45" W 1062.62 feet along the N line of said Section 1; thence S 02°06'47" E 763.00 feet; thence S 87°50'06" W 1603.00 feet to a point on the N-S 1/4 line of Section 1; thence S 02°06'47" E 1393.96 feet along said N-S 1/4 line; thence S 87°10'38" W 890.00 feet; thence N 02°52'23" W 390.00 feet; thence S 87°10'38" W 435.00 feet; thence N 58°12'54" W 167.28 feet; thence N 02°52'23" W 110.00 feet; thence S 87°10'38" W 1185.00 feet to a point on the W line of Section 1; thence N 02°52'23" W 1612.21 feet to the NW corner of Section 1; thence N 88°15'24" E 38.47 feet along the Township line to the SW corner of said Section 36; thence N 02°08'35" W 2664.41 feet to the W 1/4 corner of Section 36; thence N 02°02'34" W 2665.10 feet to the NW corner of Section 36; thence N 88°24'37" E 1333.99 feet to the NE corner of the W 1/2 of the NW 1/4 of Section 36; thence S 01°58'54" E 1330.06 feet to the NW corner of the SE 1/4 of the NW 1/4 of Section 36; thence N 88°18'14" E 1332.56 feet to the NE corner of the SE 1/4 of the NW 1/4 of Section 36; thence N 88°15'07" E 1324.92 feet to the NE corner of the SW 1/4 of the NE 1/4 of Section 36; thence S 01°49'39" E 832.50 feet to the NW corner of the S 15 acres of the SE 1/4 of the NE 1/4 of Section 36; thence N 88°11'50" E 1323.58 feet to the NE corner of said 15 acres and a point on the E line of Section 36; thence S 01°44'04" E 493.81 feet to the E 1/4 corner of Section 36; thence S 02°03'28" E 2650.09 feet to the SE corner of Section 36, T2N, R5E, said corner also being the NE corner of Section 1, T1N, R5E and the point of beginning, excepting that portion of Hamburg Road within Section 36 dedicated to the public in "Howell's Brighton Beach Subdivision No. 1" (Liber 3 of Plats, Page 26, Livingston County Records).

Said portion of Hamburg Road further described as:

Beginning at a point on the E line of Section 36, T2N, R5E, being N 02°03'28" W (platted as N 01°35' E) 469.25 feet from the SE corner of said Section 36; thence S 02°03'28" E 93.48 feet; thence S 42°51'10" W 365.49 feet; thence southwesterly 218.33 feet along the arc of a 514.03 foot radius curve to the right, the long chord of which bears S 55°01'16" W 216.70 feet to a point on the S line of Section 36; thence (platted as N 88°37' W) 637.12 feet along the S line of Section 36; thence northeasterly 128.62 feet along the arc of a 244.72 foot radius curve to the right (platted as 129.2 feet along the arc of a 247.2 foot radius curve), the long chord of which bears N 72°46'20" E 127.15 feet; thence N 87°49'45" E (platted as S 88°37' E) 333.10 feet; thence northeasterly 351.71 feet along the arc of a 448.03 foot radius curve to the left (platted as 351.9 feet along the arc of a 450.0 foot radius curve), the long chord of which bears N 65°20'32" E 342.75 feet; thence N 42°51'10" E (platted as N 46°35' E) 431.7 feet back to the place of beginning, containing 640.234 acres, more or less.

Subject to a sanitary sewer easement described as a strip of land 30.00 feet in width over a portion of the N 1/2 of Section 36, T2N, R5E, Genoa Township, Livingston County, Michigan, the sidelines of said strip being 15.00 feet each side of the following described center line:

Commencing at the W 1/4 corner of said Section 36; thence N 02°02'34" W 980.00 feet along the W line of said Section 36 to the point of beginning; thence N 87°43' E 1111 feet; thence S 71°34' E 80 feet; thence S 31°43' E 107 feet; thence S 56°41' E 168 feet; thence N 83°46' E 75 feet; thence N 39°19' E 141 feet; thence N 03°58' W 126 feet; thence N 08°44' W 102 feet; thence N 03°58' W 138 feet; thence N 44°16' E 85.70 feet; thence N 88°11'00" E 1095.47 feet; thence N 89°04' E 1288.67 feet; thence S 01°58' E 435 feet; thence S 01°07' W 376.18 feet; thence N 88°11'50" E 1362.66 feet to a point of ending, said point being N 01°44'04" W 478.81 feet from the E 1/4 corner of said Section 36.

Said easement recorded in Liber 1151, Page 371, Livingston County Records and previously described as a strip of land 30.00 feet in width over a portion of the N 1/2 of Section 36, T2N, R5E, Genoa Township, Livingston County, Michigan, the sidelines of said strip being 15.00 feet each side of the following described center line:

Commencing at the W 1/4 corner of said Section 36; thence N 02°20'00" E 980.00 feet along the W line of said Section 36 to the point of beginning; thence S 88°19' E 1111.0 feet; thence S 67°36' E 80 feet; thence S 27°45' E 107 feet; thence S 52°43' E 168 feet; thence N 87°44' E 75 feet; thence N 43°17' E 141 feet; thence N 126 feet; thence N 04°46' W 102 feet; thence N 138 feet; thence N 48°14' E 85.7 feet; thence S 87°51'36" E 1095.47 feet; thence S 86°58'17" E 1288.67 feet; thence S 02°00'00" W 435.00 feet; thence S 05°04'38" W 376.50 feet; thence S 87°51'02" E 1362.48 feet to a point in the E line of said Section 36 and to the point of ending, said point being 503.0 feet distant from the E 1/4 corner of said Section 36.

AND

A part of the N 1/2 of Section 36, T2N, R5E, Genoa Township, Livingston County, Michigan, being described as:

Beginning at the N 1/4 corner of said Section 36; thence N 88°18'23" E 461.58 feet along the N line of Section 36; thence S 01°52'26" E 233.00 feet; thence N 88°18'23" E 170.00 feet; thence S 01°52'26" E 60.00 feet; thence S 88°18'23" W 119.85 feet; thence S 01°52'26" E 370.29 feet; thence N 88°15'03" E 151.82 feet; thence S 01°52'26" E 663.80 feet; thence S 88°15'07" W 662.47 feet to a point on the N-S 1/4 line of said Section 36; thence S 88°18'14" W 1332.57 feet; thence N 01°58'54" W 1330.07 feet to a point on the N line of said Section 36; thence N 88°24'37" E 1334.00 feet along said line to the point of beginning.

AND

Part of the SW 1/4 of Section 25, T2N, R5E, Genoa Township, Livingston County, Michigan, described as: Beginning at the S 1/4 corner of said Section 25, per "Mt. Brighton Subdivision" as duly laid out, platted and recorded in Liber 12 of Plats, Pages 34 and 35, Livingston County Records;

thence S 88°52'00" W along the S line of Section 25 573.50 feet; thence N 01°31'00" W 307.04 feet to the southerly right-of-way of Brighton Road (as relocated); thence S 65°37'03" E along said southerly right-of-way 527.47 feet; thence southeasterly along said southerly right-of-way 108.16 feet along an arc left which has a central angle of 04°12'32", a radius of 1472.41 feet and a long chord bearing of S 67°43'26" E 108.14 feet to the N-S 1/4 line of said Section; thence S 01°34'05" E 36.84 feet along the N-S 1/4 line of Section 25 to the Point of Beginning.

FIRST AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

This First Amendment to Planned Unit Development Agreement entered into this ____ day of June, 1999, by and between **RIVER PLACE/ABBEY LIMITED PARTNERSHIP**, a Michigan limited partnership, whose address is 30100 Telegraph, Suite 366, Bingham Farms, Michigan 48025 ("Developer"), and the **TOWNSHIP OF GENOA**, a Michigan municipal corporation, whose address is 2980 Dorr Road, Brighton, Michigan 43116 ("Township").

On February 9, 1989, **RIVER PLACE/ABBEY**, a Michigan partnership, the predecessor-in-interest to Developer, and Township entered into a Planned Unit Development Agreement (the "PUD Agreement") with respect to approximately five hundred sixty and seven-tenths (560.7) acres of land located in Genoa Township, Livingston County, Michigan (the "Property").

By conveyance, **RIVER PLACE/ABBEY** transferred the real estate subject to the PUD Agreement to Developer in April, 1989. Developer took title to the real estate subject to all the terms and conditions of the PUD Agreement.

Since April, 1989, the Developer and Township have agreed to certain modifications in the PUD Agreement. Developer and Township wish to execute this Amendment to memorialize those modifications.

NOW, THEREFORE, in consideration of the foregoing, Developer and Township agree that the PUD Agreement be and hereby is amended as follows:

1. The Community Center described in Section II.C of the PUD Agreement shall be located in Pine Creek Park North, as shown on the Plat of Pine Creek Ridge Subdivision No. 1, recorded at Liber 28, Pages 15-25 of Plats, Livingston County Records, instead of the area south of the dam as shown on Exhibit B attached to the original PUD Agreement.
2. The Developer may construct a pool and tennis courts in the area shown in the attached preliminary site plan for Lake Villas of Pine Creek (the "Multiple-Family Preliminary Site Plan") which was approved by the Township Board on April 19, 1999.
3. The last sentence of the third paragraph in Section II.C shall be amended to read in its entirety as follows:

“In addition, a walking trail may be developed through the site in commonly held conservation areas as shown on the Plats of the various subdivisions within the development.”

4. The common dock area to be located on Brighton Lake as described in Section II.M(4) of the PUD Agreement shall be located on the west side of Brighton Lake in Pine Creek Park North, as shown on the Plat of Pine Creek Ridge Subdivision No. 1 as recorded in Liber 28, Pages 15-25 of Plats, Livingston County Records, instead of on the peninsula on the north side of Brighton Lake.
5. References in Section II.M(4) to one thousand six hundred (1,600) feet of beach frontage on Brighton Lake available for swimming, fishing and common dock facilities shall be changed to six hundred (600) feet of beach frontage available for swimming, fishing and common dock facilities, approximately four hundred fifty (450) feet of which will be located in Pine Creek Ridge Park North and approximately one hundred fifty (150) feet of which will be located in Pine Creek Ridge Park East.
6. Section II.M(5) is hereby amended in its entirety to read:

“the common dock and beach area on Lime Lake shall be located on the northeast shore of Lime Lake as shown on the Multiple Family Preliminary Site Plan. The common area on Lime Lake shall consist of approximately seven hundred (700') feet of frontage on Lime Lake, which will be available for swimming, fishing and recreation. The Subdivision and/or Condominium Associations may own and provide a common dock on Lime Lake for up to ten (10) boats in the aggregate which are not powered by gasoline or diesel fuel. No more than five (5) of these boats shall be sailboats.
7. The area zoned R-P in the PUD Agreement is hereby rezoned Urban Residential. The set-backs for the area zoned Urban Residential shall be modified as follows:
 - A. front yard set-back shall be a minimum of twenty-five (25') feet from the road easement;
 - B. the set-backs between units, in those instances where a rear-to-rear yard relationship exists, shall be a minimum of sixty (60') feet with an allowable fifteen (15) foot deck extension on the rear of each unit;
 - C. the set-back, in those instances where the rear yard abuts a landscape buffer or a public street, shall be forty-five (45') feet from the road right-of-way with an allowable fifteen (15) foot deck extension on the rear of each unit, except that no deck extension shall be allowed into the landscape easement in any instance where

the rear yard abuts the landscape easement on the main feeder road as shown on the Multiple-Family Preliminary Site Plan;

- D. the side yard set-back between units shall be a minimum of twenty-five (25') feet; and
 - E. for those units abutting a wetland, there shall be no set-back required from the wetland buffer. Additional decks may be allowed to extend a maximum of fifteen (15') feet into a wetland buffer, provided enhancement of a wetland is provided which is approved by the Township and meets the Township Ordinances.
8. The maximum number of units in the R-P (formerly Multi-Family, now Urban Residential) Zone shown in the Multiple Family Preliminary Site Plan is reduced from two hundred twenty (220) to ninety-seven (97).
 9. No Unit within the Urban Residential Zone shall have riparian rights.
 10. In all other respects, the terms and conditions of the PUD Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Planned Unit Development Agreement as of the day and year first above written.

WITNESSES:

**RIVER PLACE/ABBEY LIMITED PART-
NERSHIP**, a Michigan limited partnership

BY _____
PETER K. BURTON
General Partner

BY _____
ROBERT M. KATZMAN
General Partner
"Developer"

TOWNSHIP OF GENOA, a Michigan municipal corporation

Cordyn C. Lisner

BY Robert Murray
ROBERT MURRAY
Supervisor

Mary E. Krenicki

BY Paulette A. Skolarus
PAULETTE A. SKOLARUS
Clerk

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing was acknowledged before me this ___ day of June, 1999, by PETER K. BURTON and ROBERT M. KATZMAN, General Partners of RIVER PLACE/ABBEY LIMITED PARTNERSHIP, a Michigan limited partnership, on behalf of said partnership.

Notary Public, County, MI
My Commission Expires:

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing was acknowledged before me this 9TH day of June, 1999, by ROBERT MURRAY and PAULETTE A. SKOLARUS, Supervisor and Clerk, respectively, of TOWNSHIP OF GENOA, a Michigan municipal corporation, on behalf of said corporation.

Judith G. Smith
JUDITH G. SMITH
Notary Public, LIVINGSTON County, MI
My Commission expires: 7-30-2001

INSTRUMENT DRAFTED BY
AND WHEN RECORDED RETURN TO:
DANIEL M. SHARE, ATTY.
BARRIS, SOTT, DENN & DRIKER, P.L.L.C.
211 West Fort Street, 15th Floor
Detroit, MI 48226-3281
(313) 965-9725

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22/4

SECOND AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT

This Second Amendment to Planned Unit Development Agreement entered into as of the 25th day of March, 2004, by and between **RIVER PLACE/ABBEY LIMITED PARTNERSHIP**, a Michigan limited partnership, with offices located at 30100 Telegraph, Suite 366, Bingham Farms, Michigan 48025 ("Developer"), and the **TOWNSHIP OF GENOA**, a general law township with offices located at 2911 Dorr Road, Brighton, Michigan 48116 ("Township").

On February 9, 1989, **RIVER PLACE/ABBEY**, a Michigan partnership, the predecessor-in-interest to Developer, and Township entered into a Planned Unit Development Agreement (the "PUD Agreement") with respect to approximately five hundred sixty and seven-tenths (560.7) acres of land located in Genoa Township, Livingston County, Michigan (the "Property").

By conveyance, **RIVER PLACE/ABBEY** transferred the real estate subject to the PUD Agreement to Developer in April, 1989. Developer took title to the real estate subject to all the terms and conditions of this PUD Agreement.

Developer has proposed that a publicly owned ground level water storage tank be located on a site within the Property located at the corner of Brighton Lake Road and Hamburg Road. Township is willing to permit the parcel proposed to be used as the site of a ground level water storage tank. Developer and Township wish to amend the PUD Agreement to permit such a use in the proposed area.

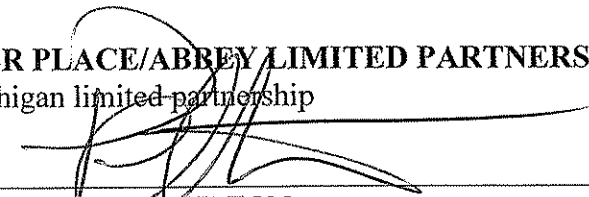
NOW THEREFORE, in consideration of the foregoing, Developer and Township agree that the PUD Agreement be and hereby is amended as follows:

1. In addition to the uses permitted in the PUD Agreement, Developer may use the parcel of real estate located within the Township in the area shown on Exhibit A attached hereto and consisting of approximately 1.6 acres of land as the location of a ground level, publicly owned water storage tank.
2. The water storage tank shall be contained within a building located on the parcel described in Exhibit A that has a residential appearance. The building containing the water storage tank shall have a 40 foot minimum front yard set back; minimum side yard set-backs of 20 feet each; and a minimum rear yard set-back of 50 feet. The height of the building in which the water storage tank is located shall comply with the height requirements of the R-1-C

district, but shall not be subject to setback or living area requirements, except as expressly provided in this Section 2.

3. The use grant contained in this Second Amendment shall not excuse Developer or its successors from obtaining site plan approval and a building permit to construct and maintain a publicly owned water tank on the described parcel. The use of any publicly owned water tank on the described parcel shall comply with the lawful conditions of any applicable site plan approval and building permit.
4. In all other respects, the terms and conditions of the PUD Agreement shall remain in full force and effect.

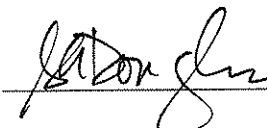
RIVER PLACE/ABBEY LIMITED PARTNERSHIP
a Michigan limited partnership

By: 
PETER K. BURTON
General Partner

By: 
ROBERT M. KATZMAN
General Partner

STATE OF MICHIGAN]
]ss
COUNTY OF OAKLAND]

The foregoing instrument was acknowledged before me this 31st day of March, 2004, by Peter K. Burton and Robert M. Katzman the general partners of River Place/Abbey Limited Partnership, a Michigan limited partnership, on behalf of said partnership.


S.A. DOUGLAS
NOTARY PUBLIC WAYNE CO., MI
MY COMMISSION EXPIRES Sep 19, 2004
Notary Public, Oakland County, Michigan
My commission expires: 9.13.04
Acting in Oakland County

(Signatures continued on next page)

GENOA TOWNSHIP, a general law township

By: [Signature]
GARY T. MCCRIRIE
Supervisor

By: [Signature]
PAULETTE A. SKOLARUS
Clerk

STATE OF MICHIGAN]
]ss
COUNTY OF LIVINGSTON]

The foregoing instrument was acknowledged before me this 15th day of April, 2004, by Gary T. McCririe, Supervisor and Paulette A. Skolarus, Clerk of Genoa Township, a general law township, on behalf of said township.

[Signature]
KELLY KOLAKOWSKI
Notary Public, Livingston County, Michigan
My commission expires: 3-8-06

DRAFTED BY and RETURN TO:

✓ Richard a. Heikkinen
The Heikkinen Law Firm, P.C.
110 N. Michigan Avenue
Howell, MI 48843



Exhibit "A"

A part of the Southeast 1/4 of Section 36, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan being more particularly described as: Beginning at the Southeast corner of said Section 36; then South 87 degrees 49 minutes 45 seconds West, 439.92 feet along the South line of said Section 36 to a point on the Southerly right-of-way line of Brighton Lake Road (66 foot wide); thence the following two courses along said Southerly line; 1) Along a curve to the left 218.32 feet, said curve having a radius of 514.03 feet, central angle of 24 degrees 20 minutes 04 seconds and long chord bearing of North 55 degrees 01 minutes 12 seconds East, 216.68 feet and 2) North 42 degrees 51 minutes 10 seconds East, 365.49 feet to a point on the East line of said Section 36; thence South 02 degrees 03 minutes 28 seconds East, 375.74 feet along said East line to the point of beginning and containing 1.66 acres.

BARRIS, SOTT, DENN & DRIKER, P.L.L.C.

A PROFESSIONAL LIMITED LIABILITY COMPANY

ATTORNEYS AND COUNSELORS

211 WEST FORT STREET
FIFTEENTH FLOOR
DETROIT, MICHIGAN 48226-3281

(313) 965-9725

TELECOPIER (313) 965-2493

TELECOPIER (313) 965-5398

ELIZABETH A. GARRIE
MONIQUE K. CIRELLI
CLAUDIA D. ORR
LAURA C. RAGOLD
RHONDA S. TISCHLER
TIMOTHY D. BATDORF
CYNTHIA I. BRODY
JAMES D. VANDEWYNGEARDE

LEON S. COHAN
COUNSEL

STANLEY M. WEINGARDEN
OF COUNSEL

May 26, 1999

DONALD E. BARRIS
HERBERT SOTT
LIVID L. DENN
EUGENE DRIKER
WILLIAM G. BARRIS
SHARON M. WOODS
STEPHEN E. GLAZEK
ROBERT E. KASS
DANIEL M. SHARE
ELAINE FIELDMAN
MORLEY WITUS
JOHN A. LIBBY
JAMES S. FONTICHIARO
ROBERT E. EPSTEIN
DANIEL J. LACOMBE
DENNIS M. BARNES
MATTHEW J. BOETTCHER
THOMAS F. CAVALIER
MICHAEL J. REYNOLDS
C. DAVID BARGAMIAN
ERIC S. ROSENTHAL
TODD R. MENDEL

Mr. Michael Archinal
Genoa Township Manager
2911 Dorr Road
Brighton, MI 48116

Re: Pine Creek Ridge

Dear Mr. Archinal:

Enclosed is the final draft of the PUD Amendment for the Condominium portion of the Pine Creek Ridge Development. Rick Heikkinen has reviewed and approved this draft. If it is acceptable to Genoa Township, please contact Larry Goss to arrange for the developer to sign it.

Sincerely,

BARRIS, SOTT, DENN & DRIKER, P.L.L.C.



Daniel M. Share

DMS/jam

Enclosure

cc: Mr. Laurence Goss (w/encl.)
Mr. Rick Heikkinen (w/encl.)

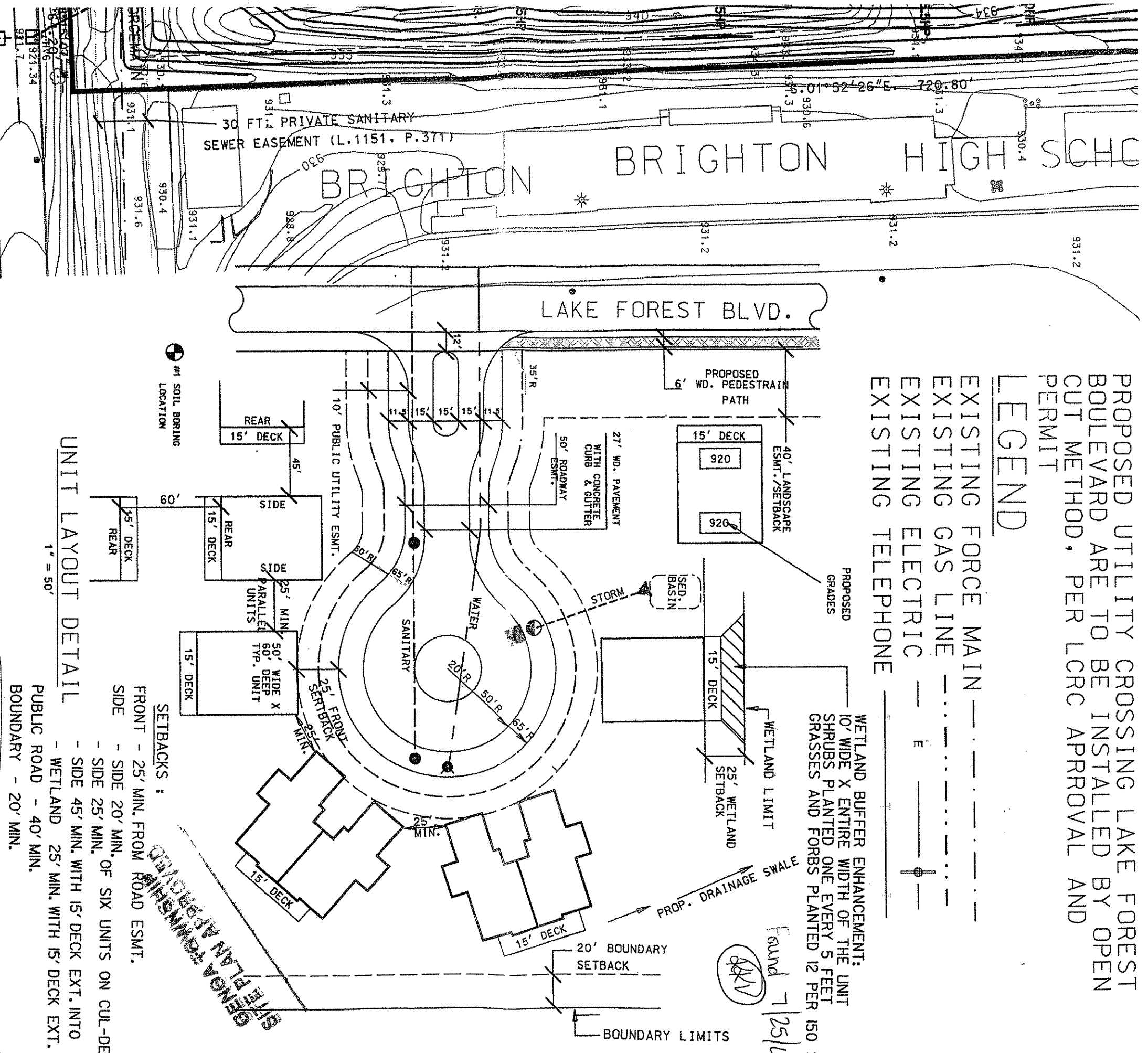
PROPOSED UTILITY CROSSING LAKE FOREST BOULEVARD ARE TO BE INSTALLED BY OPEN CUT METHOD, PER LCRC APPROVAL AND PERMIT

LEGEND

- EXISTING FORCE MAIN ————
- EXISTING GAS LINE - - - - -
- EXISTING ELECTRIC ————
- EXISTING TELEPHONE ————

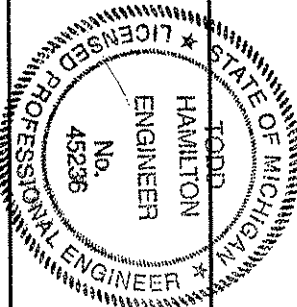
WETLAND BUFFER ENHANCEMENT:
10' WIDE X ENTIRE WIDTH OF THE UNIT SHRUBS PLANTED ONE EVERY 5 FEET GRASSES AND FORBS PLANTED 12 PER 150 SF.

Found 7/25/07
GWE



ZONING: (UR) Urban Residential with modification to setbacks
SITE AREA: West Parcel 36.67 ac. + East Parcel 15.88 ac. = Total 52.5 ac
UNITS: Allowed 180 Units - Proposed 56 Single-Family Detached Unit
 40 Single-Family Attached Units
DENSITY: Allowed 3.4 DU/AC - Proposed 1.83 DU/AC

FINAL SITE PLAN
 LAKE VILLAS AT PINE CREEK
 GENOA TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN



SCALE	1" = 60'
SHEET	1 OF 1
GWE	*12490.06