

RECORDED

2001 JUL 20 11:20

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843STATE OF MICHIGAN
COUNTY OF LIVINGSTON
TOWNSHIP OF GENOA

15/2

AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT
RAVINES OF ROLLING RIDGE PUD

THIS AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 13th day of JULY, 2001, by Selective - Delaware, L.L.C., a Delaware limited liability company, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 (referred to as "Selective - Delaware"); Ravines of Rolling Ridge, L.L.C., a Michigan limited liability company, whose address is 27655 Middlebelt Road, Suite 130, Farmington Hills, Michigan 48334 (referred to as "Ravines") and the TOWNSHIP OF GENOA, a Michigan Municipal Corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (referred to as "Township").

RECITATIONS:

Ravines and the Township entered into a certain Planned Unit Development Agreement dated November 8, 2000 for the purpose of establishing the property described in the attached Schedule A as the Ravines of Rolling Ridge Planned Unit Development (the "Ravines PUD"). The Planned Unit Development Agreement (the "Original PUD Agreement") was recorded on December 7, 2000 at Liber Liber 2871, Pages 736 through 748, Livingston County Records.

Since the recording of the Original PUD Agreement, Selective - Delaware has acquired (i) the 78.17-acre portion of the Ravines PUD identified for development under the UR/Urban Residential District classification as a condominium to be known as "Ravines of Rolling Ridge", (ii) the ownership interests held by Ravines in all 64 of the condominium units established in Landings of Rolling Ridge Condominium, Livingston County Condominium Subdivision Plan No. 200 (the MDR/Medium Density Residential portion of the Ravines PUD); and (iii) all of the rights of the "Developer" of Landings of Rolling Ridge Condominium as reserved, created or otherwise established in the Master Deed of Landings of Rolling Ridge Condominium and Act 59 of the Public Acts of 1978, as amended, the Michigan Condominium Act.

Excluded from the rights and interests acquired by Ravines as described above were mineral rights and certain subsurface rights that have been reserved to and retained by Ravines. Ravines has also retained ownership of a 1.92-acre parcel, which comprises the portion of the Ravines PUD planned for OSD, Office Service District development.

As the development of Landings of Rolling Ridge Condominium ("Landings Condominium") has progressed, Selective - Delaware and the Township have determined that the objectives of the Ravines PUD would be served by an adjustment in the minimum rear setback requirement imposed in the Original PUD Agreement for the MDR/Medium Density Residential District and both parties wish to document that adjustment. As the owner of the OSD, Office Service District portion of the Ravines PUD, Ravines is willing to agree to the adjustment in the rear setback requirement.

NOW, THEREFORE, SELECTIVE - DELAWARE, RAVINES AND THE TOWNSHIP, in consideration of the mutual promises contained herein and pursuant to the authority provided in Paragraph 10.1 of the Original PUD Agreement , hereby agree that the Original PUD Agreement is amended as follows:

1. Article II, Paragraph 2.3 of the Original PUD Agreement is hereby revised and superseded by the following Article II, Paragraph 2.3:

2.3 Building setbacks for the various land uses shall consist of the following:

UR/URBAN RESIDENTIAL DISTRICT

<u>Front Setback</u>	<u>Side Setback</u>	<u>Rear Setback</u>	<u>Bld. Envelope Width</u>
22 ft.	10 ft.	30 ft. 50 ft - units 36 - 38 and units 8 - 9	50 ft.

MDR/MEDIUM DENSITY RESIDENTIAL DISTRICT

<u>Front Setback</u>	<u>Side Setback</u>	<u>Rear Setback</u>
30 ft. from back of curb (b/c)	10 ft./20ft. between buildings/20 ft. from b/c on side yard	23 ft.

OSD/OFFICE SERVICE DISTRICT – Setbacks to be in conformance with current Genoa Township Zoning Ordinance.

2. Except as modified in paragraph 1 immediately above, the Original PUD Agreement and all of its terms and conditions shall remain in full force and effect, shall continue to bind the parties hereto and their respective successors and assigns, and shall continue to run with the land described in the attached Schedule A.

APPROVED by Selective - Delaware on this 13th day of JULY, 2001.

WITNESSES:

SELECTIVE - DELAWARE, L.L.C., a Michigan limited liability company

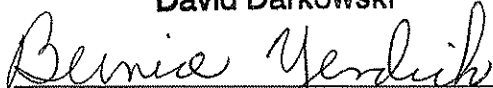
By: Centex Homes, a Nevada general partnership, Sole Member

By: Centex Real Estate Corporation, a Nevada corporation, Managing Partner

By: W.T. Stapleton
William T. Stapleton
Its: Division President



David Darkowski



BERNICE YENDICK

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 13th day of JULY, 2001, before me, a notary public in and for OAKLAND County, personally appeared William T. Stapleton, the Division President of Centex Real Estate Corporation, Managing Partner of Centex Homes, a Nevada general partnership and sole Member of Selective - Delaware, L.L.C., a Delaware limited liability company, known to be the person described in and who executed the document set forth above, and who acknowledged the same to be of his free act and deed on behalf of the company.

D. MacEachern
D. MacEachern, Notary Public
Oakland County, Michigan
My Commission Expires: 11-22-01

APPROVED by Ravines on this 16th day of JULY, 2001.

WITNESSES:

RAVINES OF ROLLING RIDGE, L.L.C., a Michigan limited liability company

By: Michael P. Horowitz Living Trust u/a/d 11/14/97, Member

Stacy Long
Stacy Long

Michael P. Horowitz
By: Michael P. Horowitz, Trustee

George W. Day
George W. Day

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 16th day of JULY, 2001, before me, a notary public in and for Oakland County, personally appeared Michael P. Horowitz, Trustee of The Michael P. Horowitz Living Trust u/a/d 11/14/97, Member of Ravines of Rolling Ridge, L.L.C., a Michigan limited liability company, known to be the person described in and who executed the Planned Unit Development Agreement, set forth above, and who acknowledged the same to be of his free act and deed on behalf of the company.

Debra A. Jodway
Debra A. Jodway, Notary Public
Oakland County, Michigan
My Commission Expires: January 5, 2005

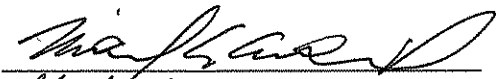
[approval by the township on the following page]

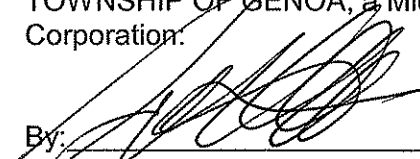


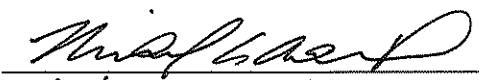
APPROVED BY THE TOWNSHIP PLANNING COMMISSION FOR THE TOWNSHIP OF GENOA on the 26th day of February, 2001, at a meeting duly called and held.

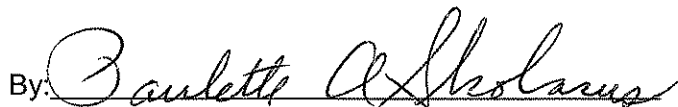
WITNESSES:

TOWNSHIP OF GENOA, a Michigan Municipal Corporation.


Michael C. Archina

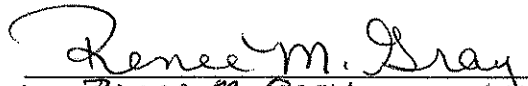
By: 
Gary T. McCririe
Its: Supervisor

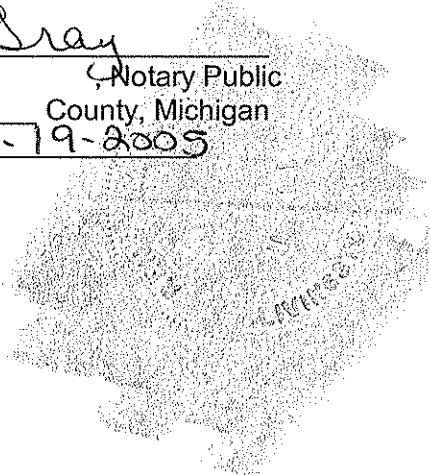

Michael C. Archina
See Notary as 2nd Witness

By: 
Paulette A. Skolarus
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this 17th day of July, 2001, before me, a notary public in and for Livingston County, personally appeared Gary T. McCririe, the Supervisor of Genoa Township, and Paulette A. Skolarus, the Clerk of Genoa Township, known to be the persons described in and who executed the Planned Unit Development Agreement on behalf of Genoa Township, set forth above, and who acknowledged the same to be their free acts and deeds.


Renee M. Gray
Livingston County, Michigan
My Commission Expires: 7-19-2005



Drafted By:

George W. Day, Esq.
Jackier, Gould, Bean, Upfal & Eizelman
Second Floor, 121 West Long Lake Road
Bloomfield Hills, Michigan 48304-2719
(248) 642-0500

When Recorded Return To:

Paulette A. Skolarus, Clerk ✓
Genoa Township
2911 Dorr Road,
Brighton, Michigan 48116

SCHEDULE A

Legal Description

Parcel A:

Part of the Northwest fractional 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section; thence along the North-South 1/4 line of Section 5, S 02°10'44" W (previously recorded as S 00°11' E), 990.40 feet to the Point of Beginning of the Parcel to be described; thence continuing along said Section line S 02°10'44" W, 415.00 feet; thence N 81°13'25" W, 746.75 feet; thence N 61°51'54" W, 611.83 feet; thence S 87°06'15" W, 200.37 feet; thence N 66°01'18" W, 396.77 feet; thence N 47°49'09" W, 453.04 feet; thence N 02°20'19" E, 26.67 feet to a point later referred to as Traverse Point "A", said point lying S 02°20'19" W, 227 feet, more or less, of the Southerly water's edge of Earl Lake; thence continuing from said Traverse Point "A", N 02°20'19" E, 363.33 feet; thence S 86°50'24" E, 1106.02 feet to Traverse Point "B", said point lying S 86°50'24" E, 890 feet, more or less, of the Easterly water's edge of Earl Lake, said point also being the end of a meandering Traverse Line which lies N 74°53'45" E, 1159.21 of Traverse Point "A"; thence continuing from Traverse Point "B" S 86°50'24" E, 100.00 feet; thence S 02°10'44" W (previously recorded as S 00°11' E), 728.40 feet; thence S 87°48'00" E (previously recorded as S 89°29' E), 1000.00 feet to the Point of Beginning; containing 27.94 acres, more or less, and subject to any easements or restrictions of record.

Parcel B:

Part of the Northwest fractional 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section; thence along the North-South 1/4 line of Section 5, S 02°10'44" W (previously recorded as S 00°11' E), 1405.40 feet to the Point of Beginning of the Parcel to be described; thence continuing along said Section line S 02°10'44" W, 552.98 feet; thence N 88°44'39" W, 1147.21 feet (previously recorded as S 89°01' W, 1145.07 feet); thence along the centerline of an Easement for Ingress and Egress as recorded in Liber 595, Page 595, Livingston County Records S 02°04'43" W (previously recorded as S 00°11' E), 528.61 feet; thence continuing along said Easement centerline S 19°19'37" W (previously recorded as S 17°04' W), 5.78 feet; thence S 88°44'42" E, 1148.00 feet (previously recorded as N 89°01' E, 1146.78 feet); thence along aforementioned North-South 1/4 line of Section 5, S 02°10'44" W, 501.63 feet (previously recorded as S 00°11' E, 500.00 feet) to the Center of Section 5; thence along the East-West 1/4 line of said Section, N 88°35'24" W, 1402.96 feet (previously recorded as S 89°01' W, 1395.26 feet) to the intersection of said East-West 1/4 line with the centerline of Grand River Avenue; thence along said centerline N 60°39'00" W, 233.71 feet (previously recorded as 230.19 feet); thence N 16°55'53" E, 603.46 feet (previously recorded as N 13°05'43" E, 603.02 feet); thence N 60°12'44" W (previously recorded as N 64°03'15" W), 350.00 feet; thence N 60°14'12" W, 500.17 feet (previously recorded as N 62°23' W, 500.00 feet); thence N 02°20'19" E (previously recorded as North), 1297.87 feet; thence S 47°49'09" E, 453.04 feet; thence S 66°01'18" E, 396.77 feet; thence N 87°06'15" E, 200.37 feet; thence S 61°51'54" E, 611.83 feet; thence S 81°13'25" E, 746.75 feet to the Point of Beginning; Containing 66.59 acres, more or less, and subject to the rights of the public over the existing Grand River Avenue. Also subject to and including the use of a 66 foot wide Easement for Ingress and Egress as recorded in Liber 595, Page 595 and 599, Livingston County Records. Subject to easements or restrictions of record, if any.

Tax Parcel No. 47-11-05-100-035, CML

Tax Parcel No. 47-11-05-100-036, CML

RECORDED

2000 DEC -7 A 9:32

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

STATE OF MICHIGAN ^{31/2}

COUNTY OF LIVINGSTON

TOWNSHIP OF GENOA

PLANNED UNIT DEVELOPMENT AGREEMENT

RAVINES OF ROLLING RIDGE PUD

THIS PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 31st day of November, 2000, by Ravines of Rolling Ridge, L.L.C., a Michigan limited liability company, whose address is 27655 Middlebelt Rd., Suite 130, Farmington Hills, Michigan 48334 (referred to as "Owner") and the TOWNSHIP OF GENOA, a Michigan Municipal Corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (referred to as "Township").

RECITATIONS:

The Owner possesses fee title to certain real property situated in the Township of Genoa, County of Livingston, State of Michigan, more particularly described on attached Schedule A (referred to as the "Property").

The Owner has submitted a proposal for a general land use plan for the future development of the Property. Township has reviewed and revised such plan, requiring, among other things, certain intensity of land uses, residential use density, and access points to adjacent properties.

The Township Planning Commission and Township Board, in strict compliance with the Township Zoning Ordinance and with Act 184 of the Public Acts of 1943, as amended, reclassified the Property as Residential Planned Unit Development District, finding that such reclassification properly achieved the purposes of Article 10 of the Genoa Township Zoning Ordinance, including the encouragement of innovation in land use, the preservation of open space, the promotion of efficient provision of public services and utilities, the reduction of adverse traffic impacts, and the provision of adequate housing and employment.

The Township has found and concluded that the uses and future development plans and conditions shown on the approved PUD Concept Plan, attached as Schedule B ("PUD Plan"), are reasonable and promote the public health, safety and welfare of the Township, and that they are consistent with the plans and objectives of the Township and consistent with surrounding uses of land.

NOW, THEREFORE, OWNER AND TOWNSHIP, in consideration of the mutual promises contained in this Agreement, **HEREBY AGREE AS FOLLOWS:**

ARTICLE I. GENERAL TERMS OF AGREEMENT

1.1 The Township and the Owner acknowledge and represent that the recitations set forth above are true, accurate and binding.

1.2 The Township acknowledges and represents that this Agreement may be relied upon for future land use and development of the Property by Owner's heirs, assigns and transferees.

1.3 The PUD Plan, attached as Schedule B, has been duly approved by Township in accordance with all applicable Township ordinances, and depicts the land uses which will be permitted and which may be developed on the Property. All formal actions necessary or expedient to carry out this Agreement shall be taken by the parties without undue delay.

1.4 Except as specifically provided for in this Agreement, final site plans will comply with applicable Zoning Ordinance requirements. However, at the time of review of respective site plans for the development of various portions of the Property, deviations from ordinance regulations may be agreed upon by the Township and the ultimate developers of the Property, subject to the terms and conditions of this PUD Agreement.

1.5 The PUD Plan identifies the location and configuration of the authorized land uses that may be developed on the Property.

A. The Owner shall be permitted without further approval of Township to adjust the size or shape of the various parcels provided the adjustment does not alter the land use designation for any area of the Property or increase the intensity and/or density of use, provided, all development shall be subject to Final PUD Site Plan and land division approval. In addition:

1. The Owner shall not be entitled to make a modification which substantially increases the impact upon adjoining properties or facilities without the approval of Township.

2. The Owner shall not be entitled to make other substantial changes without the approval of Township.

B. The sizes of the various parcels within the land use designations shall be subject to modification under the applicable regulations of the Zoning Ordinance and State Law, subject to the terms and conditions of this PUD Agreement.

C. In those instances in which the Owner desires to obtain a modification of the PUD Plan, Township shall review the proposed change for the purpose of determining whether the change would have a material adverse impact upon surrounding land uses, services, transportation systems and/or facilities, and if such adverse impact would result, the Township may deny or impose mitigating conditions upon the proposed modification.

1.6 This Agreement, including the uses approved on the PUD Plan, are for the benefit of the Property, and shall run with the Property, and shall bind and inure to the benefit of the heirs, successors, assigns and transferees of the parties to this Agreement.

ARTICLE II. LAND USE AUTHORIZATION AND STANDARDS

2.1 The Planned Unit Development shall include a land use authorization for the following uses, as set forth on the PUD Conceptual Plan:

- | | |
|---------------------------|---|
| <p>UR
MDR
OSD</p> | <p>Urban Residential
Medium Density Residential
Office Service District , excluding the following uses:</p> |
|---------------------------|---|
- a. Banks, credit unions, savings and loans and similar financial institutions if accessed from the roadways serving the residential districts
 - b. Personal and business service establishments
 - c. Commercial schools
 - d. Conference centers
 - e. Health clubs
 - f. Hospitals
 - g. Medical offices over 40,000 sf
 - h. Professional offices over 55,000 sf
 - i. Veterinary hospitals

2.2 The number of residential units and other components to be permitted on the Property shall be as follows:

UR/Urban Residential District – A maximum of 97 single family dwelling units similar in architectural style to those being constructed by The Selective Group in the adjacent Rolling Ridge Development with garages offset no more than six (6) feet from the main dwelling area.

MDR/Medium Density Residential District – A maximum of 64 single family ranch or 1½ story attached condominium units with not less than 1400 s.f. of living space and attached two car garage. These units shall have primarily brick fronts with horizontal siding in general conformance with the Exhibit C concept drawing. Site Plan shall comply with the attached Exhibit D Drawing.

OSD/Office Service District – 2.1± acre sites at the immediate northeast corner of the Grand River entrance to be built out in conformance with the current Genoa Township Zoning Ordinance and in compliance with the Grand River Corridor Study. Permitted uses shall include all uses permitted within OSD District except those indicated in Section 2.1 of this Agreement.

2.3 Building setbacks for the various land uses shall consist of the following:

UR/URBAN RESIDENTIAL DISTRICT

<u>Front Setback</u>	<u>Side Setback</u>	<u>Rear Setback</u>	<u>Bld. Envelope Width</u>
22 ft.	10 ft.	30 ft. 50 ft – units 36 – 38 and units 8 - 9	50 ft.

MDR/MEDIUM DENSITY RESIDENTIAL DISTRICT

<u>Front Setback</u>	<u>Side Setback</u>	<u>Rear Setback</u>
30 ft. from back of curb (b/c)	10 ft./20ft. between buildings/20 ft. from b/c on side yard	30 ft.

OSD/OFFICE SERVICE DISTRICT – Setbacks to be in conformance with current Genoa Township Zoning Ordinance.

ARTICLE III. CURB CUTS AND OFF-SITE TRANSPORTATION IMPROVEMENTS

3.1 The establishment of curb cuts and driveways to public thoroughfares from the PUD property shall be limited and restricted for the purpose of reducing the number of turning movements to and from the property. Therefore, the number and general location of entrances to the site from adjacent public thoroughfares shall be fixed in the manner specified on the PUD Plan.

3.2 Off-site Improvements in Public Right of Way

A revised traffic study shall be completed by the developer for the proposed PUD. Should this study recommend improvements necessary to accommodate traffic generated by the PUD, they shall be included as part of the site development. The developer shall also be required to obtain the necessary permits from the Michigan Department of Transportation for access to Grand River Avenue. Any and all off-site improvements, such as acceleration and deceleration lanes and other mitigations necessary pursuant to the revised traffic study, shall be paid for by the Developer subject to Site Plan approval.

ARTICLE IV. INTERNAL ROAD NETWORK

4.1 An internal system of vehicular thoroughfares shall be planned and established throughout the PUD as shown on the Schedule B.

LIBER 2871 #0710

4.2 The internal roads in the UR zoned portion of the Property shall be designated as public and shall be 27 feet from back of curb to back of curb unless otherwise required by the Livingston County Road Commission. The internal roads in the MDR zoned portion of the Property shall be designated as private. These roads shall be constructed to a width of 27 feet from back of curb to back of curb. A private road maintenance agreement, subject to approval by the Township, shall be adopted providing for ongoing maintenance.

ARTICLE V. DRAINAGE

5.1 The system of drainage on the Property, including drainage retention, sedimentation and detention, as applicable, shall be designed so as to be coordinated throughout the PUD and shall be subject to review and approval by Genoa Township and the Livingston County Drain Commissioner.

ARTICLE VI. SITE IMPROVEMENTS

6.1 There shall be a coordination of site improvements within the overall Property, with the objective of creating site improvements that are integrated and mutually supportive among the respective portions or phases of the development, including the utilities and landscaping.

6.2 The pedestrian network will consist of five (5) foot wide pedestrian sidewalks on both sides of the roadway in the UR District and as depicted on the Schedule B Concept Plan in the MDR District.

6.3 Unless the Township reasonably determines that it is not physically or economically feasible, development shall be undertaken with underground electrical, gas, phone and cable T.V. services to the buildings on the Property.

6.4 The developer shall install site lighting near the main entrance to Grand River Avenue as depicted on the PUD Conceptual Plan. Such fixtures shall be identical to those placed in the adjacent Rolling Ridge Development. The costs to install and maintain such lighting shall be borne by the developer and subsequent homeowners association.

6.5 For the benefit of the residents within the development, the developer shall install a playground area in the location depicted on the PUD Conceptual Plan. The costs to install and maintain this area shall be borne by the developer and subsequent homeowners association.

ARTICLE VII. LANDSCAPING

7.1 The landscaping within the PUD shall demonstrate consistency in terms of design and materials.

7.2 A 20 foot wide pedestrian access to open space shall be provided between units 50 and 51 as shown on the Schedule B Concept Plan.

ARTICLE VIII. UTILITIES

8.1 All of the Property is located within the community water district area. Each residential parcel must connect to the community water system. Such connection shall require payment of all applicable tap fees. The fee for connection to the township water service shall be \$3,000 per R.E.U.

8.2 All of the residential buildings constructed on the Property shall be connected to and be served by public sanitary system. The Township represents that there has been reserved for owner adequate municipal wastewater treatment capacity to service the Property, and the adequacy of wastewater treatment capacity shall not limit the type of use or density of the reasonable development of the Property. Connection to the sanitary system shall require payment of all applicable tap fees. The fee for connection to the township sanitary sewer system shall be \$3,500 per R.E.U. Deed restrictions shall be implemented which prohibits the use of sodium chloride for water softening purposes and also prohibits the discharge of water softening equipment into the sanitary sewer system.

ARTICLE IX. SITE PRESERVATION

9.1 As a benefit to open space planning and the PUD Concept, a considerable effort has been placed on tree preservation. As such, the development plan will incorporate Preservation Zones as depicted on the attached PUD Conceptual Plan. Such Preservation Zones shall be restricted as follows:

PRESERVATION ZONE A – The areas illustrated as Preservation Zone A is outside of the building areas and control of private ownership. In this area, any clearing, trimming or grubbing of trees or other existing vegetation shall be strictly prohibited. This area shall remain in a natural state as it currently exists.

PRESERVATION ZONE B – The areas illustrated as Preservation Zone B is intended to provide a transitional area between development zones and the areas to remain in a natural state. These areas generally lie outside of the buildable area but in areas which would be considered as rear yards. In this area, clearing of trees greater than 8 inches in diameter shall be prohibited, except those which are dead or impose a safety hazard.

The proposed site encompasses portions of open water contiguous to Earl Lake. The proposed PUD will offer no access of any kind to Earl Lake to its residents.

9.2 The Petitioner shall provide the necessary and requisite four (4') foot high, orange, construction safety fencing, staked, and tree protection prior to any grading of the site, to be confirmed and approved by the Township Engineer; and the Township Engineer shall be present during the mass grading of the site to assure adherence to the limits of grading, cost of which shall be paid by the Developer in the areas of the preservation.

ARTICLE X. MISCELLANEOUS

10.1 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. The Owner and the Township shall be entitled to modify, replace or amend this Agreement without the consent of any other person or

entity, regardless of whether such person or entity now or hereafter has any interest in any part of the Property, including subsequent purchasers, or their tenants, mortgagees, or others.

10.2 In the event of any direct conflict between the terms and provisions of this Agreement (including the attached PUD Plan) and the provisions of the zoning Ordinance, or other township ordinances, rules or regulations, the provisions of this Agreement shall control.

10.3 The undersigned parties acknowledge that the conditions imposed upon the development of the property are reasonable conditions necessary to ensure that public services and facilities affected by the proposed land use or activity will be capable of accommodating increased service and facility loads caused by the land use or activity, to protect the natural environment and conserve natural resources and energy, to ensure compatibility with adjacent uses of land, and to promote the use of land in a socially and economically desirable manner. Further, it is acknowledged that the conditions meet all of the requirements of MSA 5.2963(16d)(2)(a)(b) and (c).

APPROVED by Owner on this 8th day of November, 2000.

WITNESSES:

RAVINES OF ROLLING RIDGE, L.L.C., a Michigan limited liability company




David Darkowski

By: Michael P. Horowitz Living Trust u/a/d 11/14/97, Member



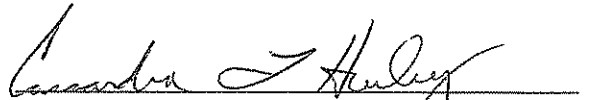
BERNICE YENDICK



Michael P. Horowitz, Trustee

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 25 day of September, 2000, before me, a notary public in and for WAYNE County, personally appeared Michael P. Horowitz, Trustee of The Michael P. Horowitz Living Trust u/a/d 11/14/97, Member of Ravines of Rolling Ridge, L.L.C., a Michigan limited liability company, known to be the person described in and who executed the Planned Unit Development Agreement, set forth above, and who acknowledged the same to be of his free act and deed on behalf of the company.



Notary Public
County, Michigan

My Commission Expires: _____

CASSANDRA L. HURLEY
NOTARY PUBLIC - WAYNE COUNTY, MI
MY COMMISSION EXP. 08/15/2001

ACTING IN Oakland COUNTY

[approval by the township on the following page]

APPROVED BY THE TOWNSHIP BOARD FOR THE TOWNSHIP OF GENOA on the 8th day of November, 2000, at a meeting duly called and held.

WITNESSES:

TOWNSHIP OF GENOA, a Michigan Municipal Corporation:

Michael C. Archinal
Michael C. Archinal

By: Robert Murray
Robert Murray
Its: Supervisor

Amy D. Rothig
Amy D. Rothig

By: Paulette A. Skolarus
Paulette A. Skolarus
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

On this 8th day of Nov., 2000, before me, a notary public in and for Livingston County, personally appeared Robert Murray, the Supervisor of Genoa Township, and Paulette A. Skolarus, the Clerk of Genoa Township, known to be the persons described in and who executed the Planned Unit Development Agreement on behalf of Genoa Township, set forth above, and who acknowledged the same to be their free acts and deeds.

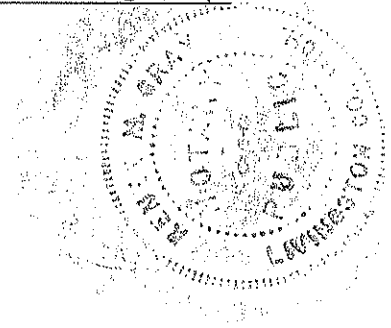
Renee M. Gray
Renee M. Gray, Notary Public
Livingston County, Michigan
My Commission Expires: 7-19-2001

Drafted By:

Mr. David LeClair
Boss Engineering
3121 E. Grand River Ave.
Howell, Michigan 48843

When Recorded Return To: ✓

Paulette A. Skolarus, Clerk
Genoa Township
2911 Dorr Road,
Brighton, Michigan 48116



SCHEDULE A

Legal Description

Parcel A:

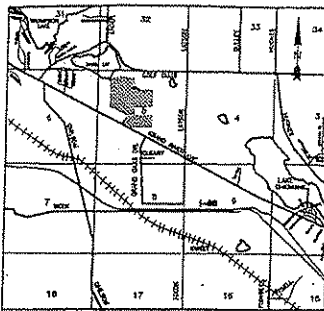
Part of the Northwest fractional 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section; thence along the North-South 1/4 line of Section 5, S 02°10'44" W (previously recorded as S 00°11' E), 990.40 feet to the Point of Beginning of the Parcel to be described; thence continuing along said Section line S 02°10'44" W, 415.00 feet; thence N 81°13'25" W, 746.75 feet; thence N 61°51'54" W, 611.83 feet; thence S 87°06'15" W, 200.37 feet; thence N 66°01'18" W, 396.77 feet; thence N 47°49'09" W, 453.04 feet; thence N 02°20'19" E, 26.67 feet to a point later referred to as Traverse Point "A", said point lying S 02°20'19" W, 227 feet, more or less, of the Southerly water's edge of Earl Lake; thence continuing from said Traverse Point "A", N 02°20'19" E, 363.33 feet; thence S 86°50'24" E, 1106.02 feet to Traverse Point "B", said point lying S 86°50'24" E, 890 feet, more or less, of the Easterly water's edge of Earl Lake, said point also being the end of a meandering Traverse Line which lies N 74°53'45" E, 1159.21 of Traverse Point "A"; thence continuing from Traverse Point "B" S 86°50'24" E, 100.00 feet; thence S 02°10'44" W (previously recorded as S 00°11' E), 728.40 feet; thence S 87°48'00" E (previously recorded as S 89°29' E), 1000.00 feet to the Point of Beginning; containing 27.94 acres, more or less, and subject to any easements or restrictions of record.

Parcel B:

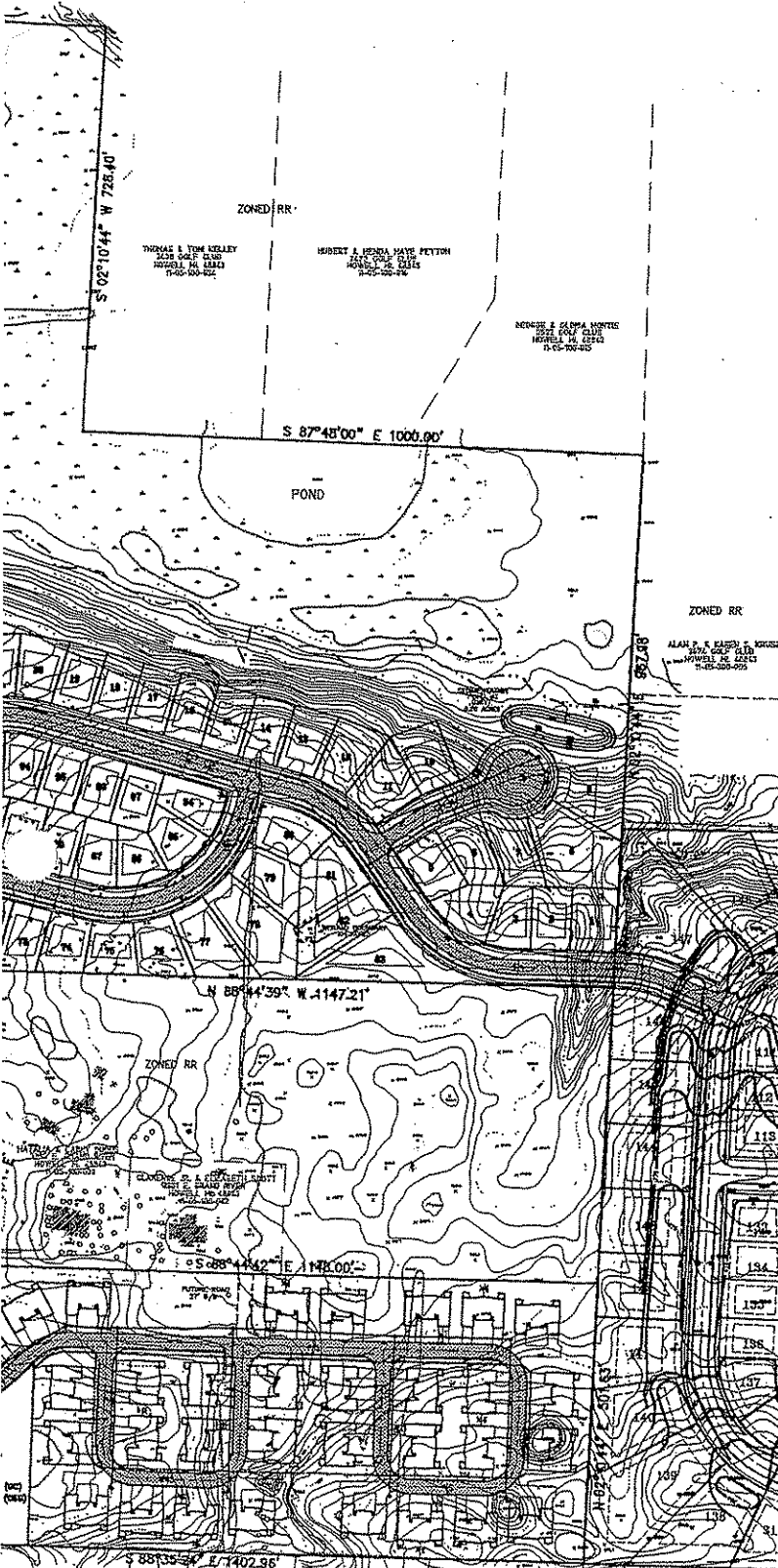
Part of the Northwest fractional 1/4 of Section 5, T2N-R5E, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section; thence along the North-South 1/4 line of Section 5, S 02°10'44" W (previously recorded as S 00°11' E), 1405.40 feet to the Point of Beginning of the Parcel to be described; thence continuing along said Section line S 02°10'44" W, 552.98 feet; thence N 88°44'39" W, 1147.21 feet (previously recorded as S 89°01' W, 1145.07 feet); thence along the centerline of an Easement for Ingress and Egress as recorded in Liber 595, Page 595, Livingston County Records S 02°04'43" W (previously recorded as S 00°11' E), 528.61 feet; thence continuing along said Easement centerline S 19°19'37" W (previously recorded as S 17°04' W), 5.78 feet; thence S 88°44'42" E, 1148.00 feet (previously recorded as N 89°01' E, 1146.78 feet); thence along aforementioned North-South 1/4 line of Section 5, S 02°10'44" W, 501.63 feet (previously recorded as S 00°11' E, 500.00 feet) to the Center of Section 5; thence along the East-West 1/4 line of said Section, N 88°35'24" W, 1402.96 feet (previously recorded as S 89°01' W, 1395.26 feet) to the intersection of said East-West 1/4 line with the centerline of Grand River Avenue; thence along said centerline N 60°39'00" W, 233.71 feet (previously recorded as 230.19 feet); thence N 16°55'53" E, 603.46 feet (previously recorded as N 13°05'43" E, 603.02 feet); thence N 60°12'44" W (previously recorded as N 64°03'15" W), 350.00 feet; thence N 60°14'12" W, 500.17 feet (previously recorded as N 62°23' W, 500.00 feet); thence N 02°20'19" E (previously recorded as North), 1297.87 feet; thence S 47°49'09" E, 453.04 feet; thence S 66°01'18" E, 396.77 feet; thence N 87°06'15" E, 200.37 feet; thence S 61°51'54" E, 611.83 feet; thence S 81°13'25" E, 746.75 feet to the Point of Beginning; Containing 66.59 acres, more or less, and subject to the rights of the public over the existing Grand River Avenue. Also subject to and including the use of a 66 foot wide Easement for Ingress and Egress as recorded in Liber 595, Page 595 and 599, Livingston County Records. Subject to easements or restrictions of record, if any.

AL P.U.D. PLAN

SCALE: 1" = 100'



LOCATION MAP
NO SCALE



LAND USE DATA		
	ACRES	PERCENT
TOTAL SITE	94.53	100%
GRAND RIVER AVENUE R.O.W.	0.33	0.35%
66' INTERIOR ROAD EASEMENT	8.22	8.70%
AREA IN SINGLE FAMILY	20.75	21.95%
UR STORM WATER DETENTION	1.09	1.15%
UR WETLAND AREA	4.80	5.08%
UR OPEN WATER AREA	0.59	0.62%
UR UPLAND OPEN SPACE	15.39	16.28%
RR WETLAND AREA	23.44	24.80%
RR OPEN WATER AREA	6.01	6.36%
DUPLEX HOME BUILDING COVERAGE	2.85	3.02%
DUPLEX HOME PAVEMENT & PARKING	1.67	1.77%
DUPLEX HOME DRIVEWAYS	0.82	0.86%
DUPLEX STORM WATER DETENTION	0.44	0.47%
DUPLEX LANDSCAPE / OPEN SPACE	7.23	7.65%
OFFICE SERVICE DISTRICT	2.10	2.22%

PROPOSED DENSITY DATA	
OSD AREA =	2.10 ACRES TO REMAIN
RR AREA =	28.45 ACRES TO REMAIN
UR AREA =	51.17 ACRES
NET AREA (LESS R.O.W. & OPEN WATER) =	42.03 AC
UR DENSITY =	96 UNITS/42.03 AC = 2.33 UNITS/ACRE
MOR (DUPLEX) AREA =	12.81 ACRES
NET AREA (LESS PAVEMENT & DRIVEWAYS) =	10.32 AC
MOR DENSITY =	64 UNITS/10.32 AC = 6.20 UNITS/ACRE

SINGLE FAMILY CHARACTERISTICS	DISTANCE
FRONT SETBACK	22'
REAR SETBACK (TYP)	30'
REAR SETBACK - LOTS 8,9,36-38	50'
SPACING	20'

DUPLEX LOT CHARACTERISTICS	
FRONT-CURB SPACING	30' (TYP)
SIDE SPACING	10' (TYP)
REAR-PROPERTY LINE SPACING	30' (TYP)
REAR-SPACING BETWEEN BLDGS	50' (TYP)

PARKING PROVIDED IN DUPLEX AREA	
ENCLOSED	128 SPACES (2 PER UNIT)
DRIVEWAYS	128 SPACES (2 PER UNIT)

ZONED RPLD

ADJACENT PROPERTY
HOWELL & JAMES
11-25-200-001

LEGEND		
SYMBOL	DESCRIPTION	NOTES
(Symbol)	CONTOUR	
(Symbol)	SPOT ELEVATION	
(Symbol)	POWER POLE	
(Symbol)	SEWER MAIN	
(Symbol)	WATER MAIN	
(Symbol)	STORM SEWER	
(Symbol)	GAS MAIN	
(Symbol)	ELECTRIC	
(Symbol)	SIGN	
(Symbol)	LIGHT FIXTURE	

SCHEDULE B

NO.	DESCRIPTION	DATE

BOSS ENGINEERING
ENGINEERS & SURVEYORS

THE SELECTIVE COMPANIES
THE DART PROPERTY

DAVID & SALLY JO ROUSHER
1304 S. GRAND AVENUE
HOWELL, MI 48842
11-25-200-002

BOSS & SUTHERLAND ENGINEERS
3115 S. GRAND AVENUE
HOWELL, MI 48842
11-25-200-004

HANFORD ENGINEERS
2475 S. GRAND AVENUE #2
HOWELL, MI 48842
11-25-200-005

DEWITT OF HOWELL
211 S. GRAND AVENUE
HOWELL, MI 48842
11-25-200-006

11-25-200-007
OVERSIGHT HEALTH
P.O. BOX 8842
CHARLTON FALLS, MI 48822-0882

NO.	DESCRIPTION	DATE	BY	CHECKED	DATE
4	PLAN FOR PLANNING BOARD	7/21/99			
5	ORDER PERMITS	7/14/99			
6	PERMITS RECEIVED	6/29/99			
7	PERMITS RECEIVED	6/29/99			
8	PERMITS RECEIVED	6/29/99			
9	PERMITS RECEIVED	6/29/99			

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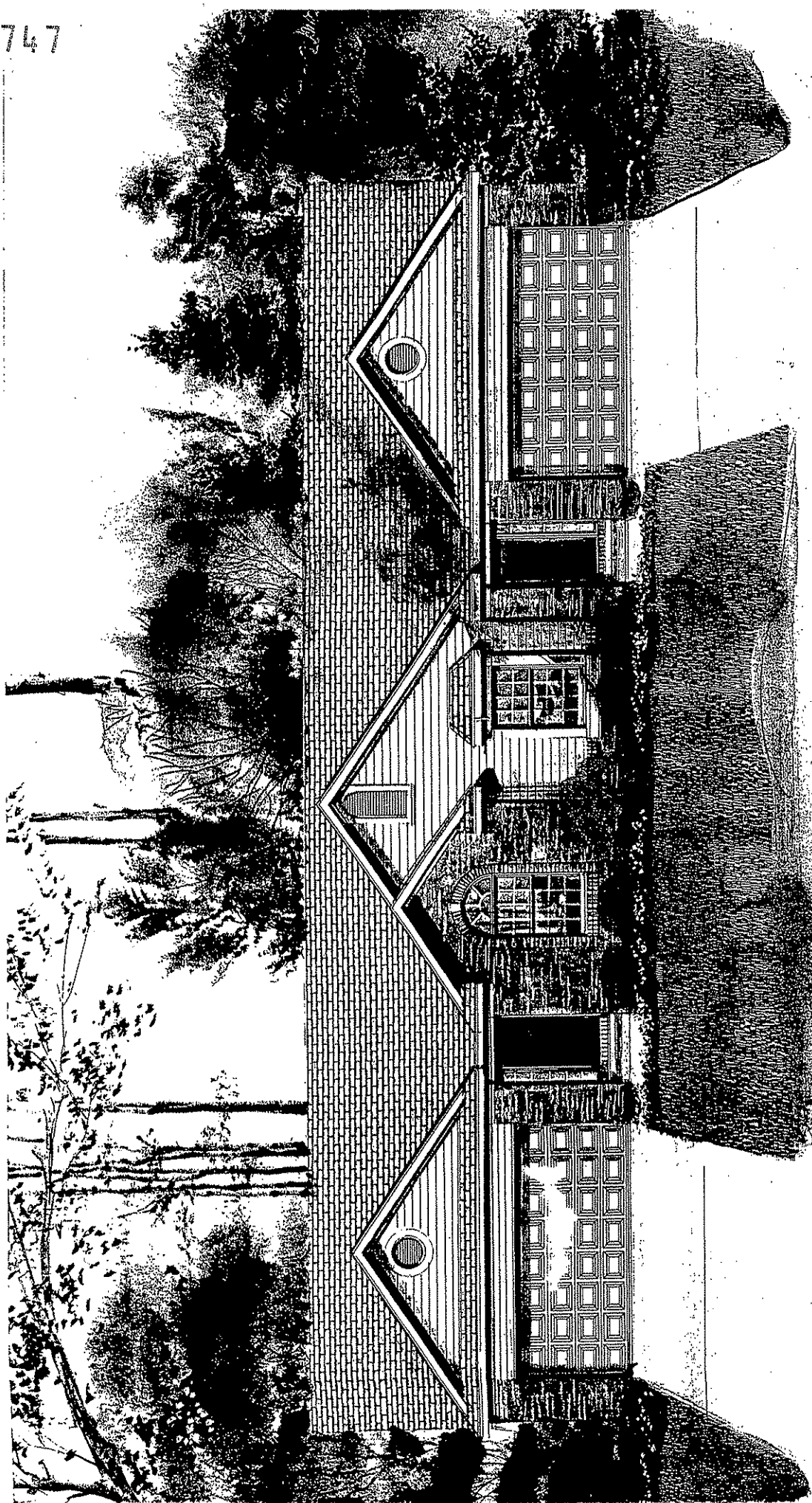


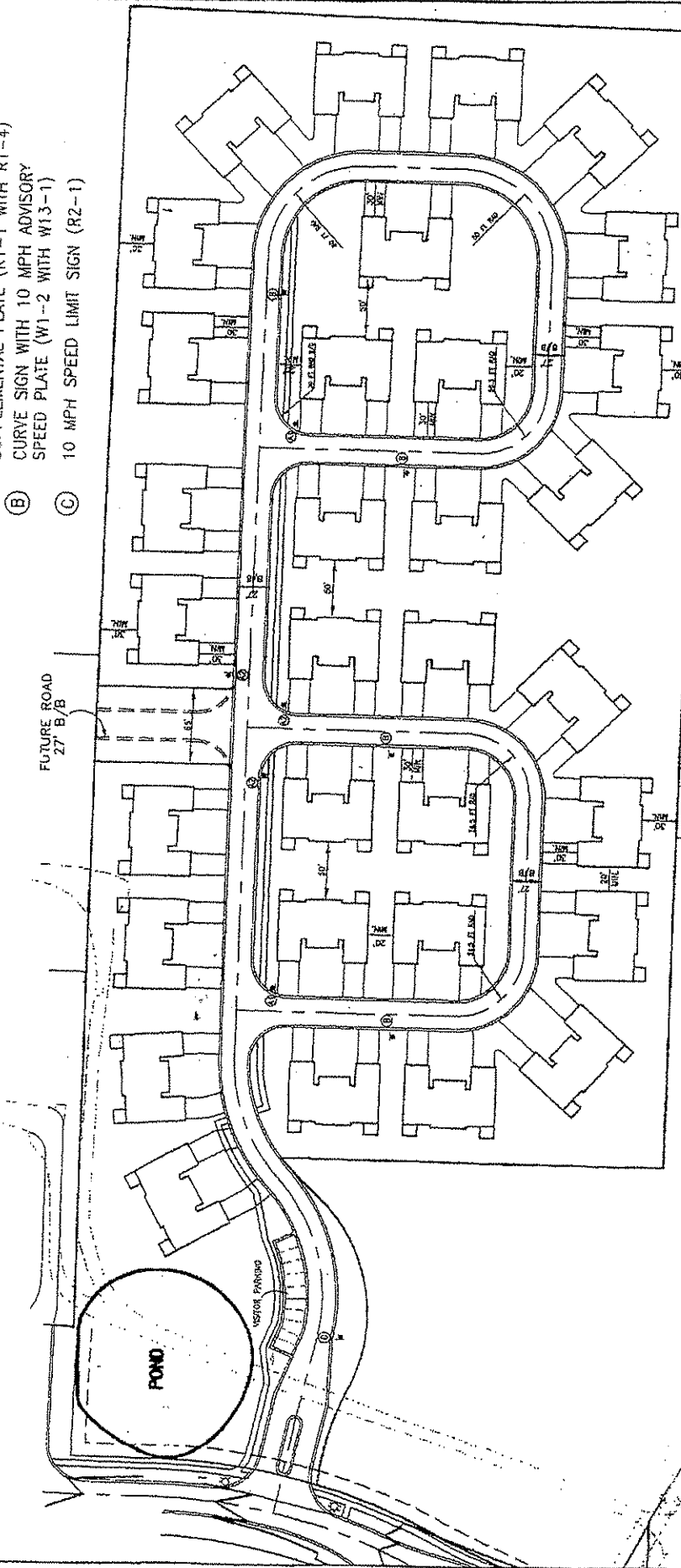
EXHIBIT "C"

RESPECT

SIGN IDENTIFICATION LEGEND

- (A1) STOP SIGN (R1-1)
- (A2) STOP SIGN WITH "ALL WAY"
- (B) SUPPLEMENTAL PLATE (R1-1 WITH R1-4)
- (C) CURVE SIGN WITH 10 MPH ADVISORY SPEED PLATE (W1-2 WITH W13-1)
- (D) 10 MPH SPEED LIMIT SIGN (R2-1)

EXHIBIT D



CENTER SECTION 5
T2N-R5E

DAVID & SALLY JO READER
3388 E. GRAND RIVER
HOWELL MI 48843
11-05-300-003

ROBT. L. & HERMINA PETERSON
3428 E. GRAND RIVER
HOWELL MI 48843
11-05-400-004

MAPLEWOOD LEASING
3475 E. GRAND RIVER SUITE B
HOWELL MI 48844
11-05-300-019

KRIGITS OF COLUMBUS
P.O. BOX 14
HOWELL MI 48844
11-05-300-006

WIDE BIKE PATH