

FULLY EXECUTED
PUD Amendment.
Sent to Rick
to record
6/3/04

STATE OF MICHIGAN
COUNTY OF LIVINGSTON
TOWNSHIP OF GENOA

AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT RELATIVE TO
"SHOPS AT WESTBURY"

THIS AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT is made and entered into on this 27th day of May, 2004, by SINGH IV LIMITED PARTNERSHIP, a Michigan limited partnership, having its principal office at 7125 Orchard Lake Road, Suite 200, West Bloomfield, Michigan 48322 (the "Owner"), and the TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2911 Dorr Road, Brighton, Michigan 48116 (referred to as "Township")

R E C I T A L S:

The Township and Birgit Lorentzen entered into a Planned Unit Development Agreement (the "PUD Agreement") on April 12, 1996, which was recorded on May 9, 1996 in Liber 2038, Page 039 of Livingston County Records.

The Owner has purchased from Birgit Lorentzen a parcel of land situated in the Township of Genoa, Livingston County, Michigan, as more fully described in Exhibit "A" (the "Property"). The Property is designated by the PUD Agreement for Industrial and Neighborhood Commercial Use.

The Owner and the Township amended the PUD to redesignate Industrial Use to residential use consistent with the MDR zoning and limiting the density to 264 units. This Amendment to Planned Unit Development Agreement was approved by the Township Board on the 4th day of September, 2002, at a meeting duly called and held.

The Owner and Township desire to amend the PUD Agreement to permit a change in the PUD Concept Plan to redesign the commercial use to be compatible with the existing residential use.

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

1. The PUD Plan, which is attached to the PUD Agreement as Schedule B, is hereby amended as it pertains to the Property by substituting Exhibit B attached hereto as the new PUD Plan for the Property.

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2. The Property shall be developed in accordance with the original PUD and the first PUD Amendment, except for the following:

- a. The neighborhood commercial use shall have a Ten (10') foot side yard setback distance on the western property line, provided that the building-to-building setback between the neighborhood commercial building and the adjacent clubhouse for the residential portion of the PUD shall be not less than Sixty-Five (65') feet. The front yard requirement with respect to any public right-of-way shall remain as indicated in the zoning ordinance.
- b. Site Signage and Building Signage shall comply with the Township Ordinance.
- c. The Building Height, as measured in accordance with the Township Zoning Ordinance, shall be allowed to be no more than Twenty Six (26') feet.
- d. Outdoor Seating shall be allowed at the west end of the neighborhood commercial, provided that;
 - (i) A maximum of Four (4) tables shall be allowed with Four (4) chairs per table.
 - (ii) The Outdoor Seating shall be delineated by landscaping.
 - (iii) The allowed periods of operation for the Outdoor Seating area shall be between 7:00 a.m. and 11:00 p.m. from May 1 through October 31 of each calendar year.
 - (iv) No outdoor music shall be allowed.
 - (v) No exterior lighting shall be allowed for the Outdoor Seating, besides that already provided for as part of the allowed building lighting.
 - (vi) Any moveable outdoor furniture shall be removed between November 1 and April 30 of each calendar year.

3. All provisions set forth in the PUD Plan, except as modified herein, shall remain in full force and effect.

4. This Amendment to Planned Unit Development Agreement was approved by the Township Board on the 5th day of April, 2004, at a meeting duly called and held.

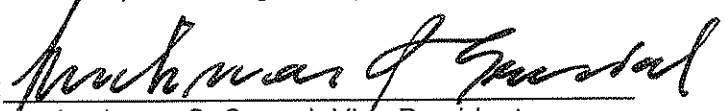
IN WITNESS WHEREOF, the undersigned have executed this Amendment to Planned Unit Development Agreement as of the day and year first above written.

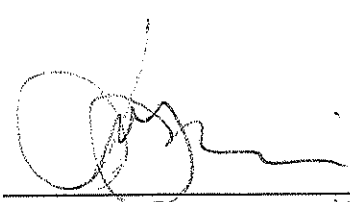
WITNESSES:

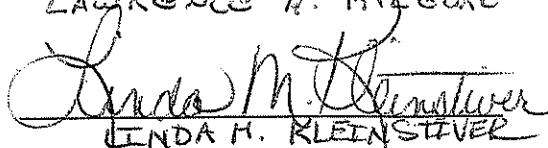
OWNER:

Singh IV Limited Partnership, a Michigan limited partnership, by its sole general partner, Singh General Corp., a Michigan corporation

By:


Lushman S. Grewal, Vice President

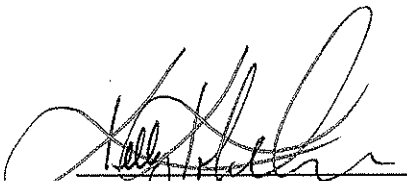

LAWRENCE R. KILGORE

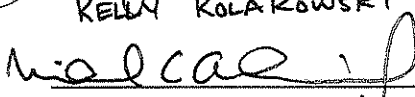

LINDA H. KLEINSTIVER

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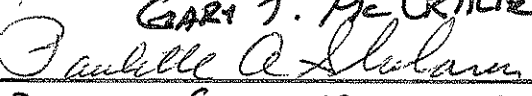
KELLY KOLAKOWSKI


Michael C. Archina

TOWNSHIP:

The Township of Genoa, a Michigan municipal corporation

By: 

GARY T. MCCRIE, SUPERVISOR
By: 

PAULETTE SKOLARUS, CLERK

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 27th day of MAY, 2003⁴, by Lushman S. Grewal, the Vice President of Singh General Corp., a Michigan corporation, which is the sole general partner of Singh IV Limited Partnership, a Michigan limited partnership, on behalf of the said limited partnership.



Notary Public, Oakland County, Michigan

My commission expires: _____
LINDA M. KLEINSTIVER
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Dec 16, 2007

STATE OF MICHIGAN)
) SS
COUNTY OF LIVINGSTON)

⁴ The foregoing instrument was acknowledged before me this 2nd day of JUNE, 2003, by GARY T. MCCRIE and PAULETTE SKOLARUS, being the Supervisor and Clerk, respectively, of Genoa Township, a Michigan municipal corporation.



Notary Public, Livingston County, Michigan

My commission expires: 3/8/06

Drafted by, and when
recorded return to:

Lawrence A. Kilgore
7125 Orchard Lake Road
Suite 200
West Bloomfield, MI 48322

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EXHIBIT B
(PUD Concept Plan)