

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement (the "Agreement") is entered into this 15 day of March, 1999 by and between Chemung Forest, LLC, a Michigan limited liability company, whose address is 7013 Orchard Lake Road, Suite 110, West Bloomfield, Michigan 48322 (the "Developer") and the Township of Genoa, a Michigan municipal corporation, whose address is 2980 Dorr Road, Brighton, Michigan 48116 (the "Township").

RECITALS

A. Developer owns certain real property located in Genoa Township, Livingston County, Michigan, which is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Developer desires to develop the Property under a single family land use plan (the "PUD" or "Planned Unit Development").

C. On December 7, 1998, the Township Board reviewed the Preliminary Application and Conceptual Site Plan and made recommendations to Developer concerning the PUD.

D. Developer submitted to the Township Planning Commission, an Application for Final Approval to the PUD and Final Site Plan (collectively the "Final Application"), pursuant to the provisions of Article 10 of the Township's Zoning Ordinance (the "Zoning Ordinance").

E. The Planning Commission, after giving proper notice, held a public hearing, as required by Act No. 184 of Public Acts of 1943, as amended, at which the Final Application was considered, comments and recommendations of the public were heard, and a favorable recommendation was made by the Planning Commission to the Township Board concerning the Final Application.

F. The uses to be permitted within a PUD may consist of Single Family Residential and certain related recreational uses.

G. The Township Planning Commission and the Township Board have reviewed the Final Site Plan attached hereto as Exhibit B (the "Plan") and have approved such Plan.

H. The Final Site Plan for the PUD is consistent with the purposes and objectives of the Township and is consistent with the Zoning Ordinance pertaining to permitted land uses, the intensity

of such uses, the size and location of open space areas and the manner of their use.

I. Developer has made its application to the Township Board for final approval of the PUD, pursuant to and in accordance with the provisions of Article 10 of the Zoning Ordinance.

J. The Zoning Ordinance requires the Township and the Developer to enter into a Planned Unit Development Agreement in connection with the approval of the PUD.

NOW, THEREFORE, Developer and Township, in consideration of the mutual covenants of the parties described in this Agreement, and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the PUD, agree as follows:

ARTICLE I

GENERAL TERMS OF AGREEMENT

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

1.2 Township acknowledges and represents that the Property is currently zoned to a residential PUD Zoning District.

1.3 The Final Site Plan is hereby approved in accordance with the authority granted to and vested in the Township under and pursuant to: Act No. 184, Public Acts of 1943, the Township Rural Zoning Act and the Zoning Ordinance of Genoa Township, enacted September 8, 1981, as amended through November 6, 1991, except as modified in this Agreement. The approval of the Development Plan and/or this Agreement shall not relieve Developer from full compliance with the applicable provisions of Act. No. 288, Public Acts of 1967, the Subdivision Control Act of 1967, Genoa Township Ordinance No. 74-00 in the form existing as of the date of this Agreement, (the "Subdivision Regulations"), Act No. 59, Public Acts of 1978, the Condominium Act, and the Zoning Ordinance in the form existing as of the date of this Agreement.

1.4. The approved Site Plan is attached hereto as Exhibit "B".

1.5 The approval of the Site Plan and the terms, provisions and conditions of this Agreement are for the benefit of the Property and shall run with the Property, and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement.

ARTICLE II

SPECIFIC TERMS OF AGREEMENT
REGARDING LAND USE AND LAND DEVELOPMENT

2.1 The PUD designated for (S-R) Single Family Residential Use, the only permitted principal uses shall be single family dwellings, recreational and utility uses normally incident to the existence of open space recreational areas.

2.2 The PUD may be developed only with a comprehensive sewer system serving all the residential units with the PUD, which is reviewed, inspected and approved by the Township Engineer and all other governmental agencies having jurisdiction thereover, and which complies with all applicable laws and regulations. Developer shall be responsible for the design and construction of a centralized sewer collection system and internal pump station located within the PUD. All plans, specifications, and construction of the sewer facilities shall be reviewed and approved by the Township Engineer at Developer's cost. Developer shall cause a registered professional engineer to design all facilities necessary to connect the sewer system within the PUD to Township's sewer system. Township agrees that Developer shall be entitled to connect the sewer system to the existing pump station which is owned and operated by the Genoa-Oceola Sewer District, said station being located at Hughes Road and Elmhurst. Upon completion of the sewer collection facilities within the PUD and the inspection, approval and acceptance of such facilities by the Township Engineer, Developer shall convey to Township, and Township shall accept the components of the system including, but not limited to, all pipes, connections, lift stations and other collection facilities. Developer shall also assign all construction warranties Developer has obtained with respect to the sewer system, if any, to Township. Developer will construct the sewer collection system within the PUD.

If Developer carries out the Construction in phases, at Township's request, the conveyance of the sewer system shall occur in phases, promptly upon completion of each phase and the review, inspection and approval of the sewer system within such phase by Township's Engineer. The sewer connection fees shall be as follows:

\$3,100.00 Single Family Units 1.0 REU

Payment of the applicable sewer connection fees for the applicable residential units within the PUD that are being constructed shall be made to the Township at the time a Land Use Certificate is requested from Genoa Township. Township shall not increase the above referenced sewer connection fees. The PUD shall be subject to Township's ordinances regulating the use of sewers by Township residents.

2.3 The Property is within the Genoa-Oceola Lake Chemung sewer area.

\$3,100.00 Single Family Units 1.0 REU

The formula for sewer connection within this area (not covered in the special assessment district) is

as follows:

\$3,200.00 per acre for one hundred (100) acres.
\$36.00 per front foot for 891.27 front feet.

The developer shall be responsible for these payments which are separate from the sewer connection fees previously mentioned. On March 15, 1999, the Board of Trustees of Genoa Township approved payment of these fees on a Unit by Unit Basis when a Land Use Permit is issued in connection with the construction of a residential residence on a particular site.

2.4 The PUD Plan may be developed with individual wells for each approved single family unit approved.

2.5 All lots and structures shall conform, with following area and bulk requirements

Minimum lot sizes:	18,000 SF
House style	Side yard or offset garage entry as an option, subject to house fit on the lot
Setbacks	F-35, S-15/15, R-50 Side yard garage entry homes- 10 ft and 20 ft Rear yards that border wetlands-front yard setback-25 ft. with a corresponding 10' increase in the wetland setback
Lot width:	90' at building setback
Wetlands	25'
Maximum building height:	two stories 35'
Maximum lot coverage	20%
Minimum Building Size	1,600 SF

2.6 The Development Plan and Final Site Plan shall not exceed a total of 121 residential units which are to located pursuant to the Final Site Plan attached hereto.

2.7 Covenants and restrictions governing the use and enjoyment of the Single Family Residential portion shall be submitted by Developer to Township for its review and approval, prior to construction and development of the subject property. The covenants and restrictions shall provide that no lake access shall be permitted for the subject property. The covenants and restrictions shall also provide that the lots owners are subject to the terms and conditions of this Agreement.

2.8 Open space within the PUD shall be retained as open space and natural areas and will include only limited improvements, such as a gazebo, foot trails and boardwalks within the open space areas, subject to DNR approval, if required by law. Developer shall have the right to reserve, dedicate and/or grant public or private easements within the open space areas for construction, installation, repair, maintenance and replacement of rights-of-ways, walkways, bicycle paths, sewers,

drains, retention. The open space shown on the site plan shall be designated as a private park.

The General Common Element Open Space Areas described on the Condominium Subdivision Plan shall remain open space in perpetuity, subject only to uses approved by Genoa Township on the approved site plan. Any subdivision of the General Common Element Open Space Areas or its use for other than recreation, conservation or easements for utilities is prohibited. The General Common Elements Open Space Areas may be used for the recreation of the co-owners of Chemung Forest in accordance with (i) the Agreement, (ii) the ordinances of Genoa Township and (iii) any rules and regulations established by the Association of Homeowners, subject to the following restrictions and prohibitions:

- (a) No dumping or storing of materials or refuse.
- (b) No activity shall occur that may cause risk of soil erosion or threaten any living plant material.
- (c) No cutting or removal of live plant material except for removal of dying or diseased vegetation.
- (d) No use of motorized off road vehicles.
- (e) No cutting, filling or removal of vegetation from the wetlands areas.
- (f) No use of pesticides, herbicides or fertilizers within or adjacent to wetlands areas.

Certain portions of the Condominium, including certain Unit areas, have been designated on the Condominium Subdivision Plan as wetlands and wetland setback areas. No building or structure shall be constructed in the wetlands or within the 25 foot wetland setback areas. The wetlands shall be preserved in their natural state and are not to be disturbed in any manner whatsoever, including without limitation, by dredging, filling, removing natural materials, cutting or clearing of vegetation or trees, or construction of any improvements without the prior approval of and permits required by Genoa Township, or other applicable governmental agency.

Any improvements within MDEQ regulated wetlands shall only be installed or constructed upon receiving the necessary approvals of the MDEQ and in accordance with all applicable MDEQ rules and regulations. The rights of owners, residents and their guests and invitees to use and enjoy the open space areas within the PUD shall be governed by covenants and restrictions and/or master deed(s) recorded with respect to the portion of the PUD which includes the open space areas in question. A single family homeowner's association will be created through the covenants and restrictions recorded with respect to the Single Family Residential portion of the PUD, for the purpose of, among other things, maintaining and regulating the use of the open spaces which are located within the Single Family Residential area. The use, enjoyments of, and maintenance

responsibilities for the applicable open spaces and other common areas shall be shared by the respective owners and their tenants, invitees and guests. The right of owners and their respective tenants, invitees and guests to use and enjoy open space and other common areas within the PUD shall be solely governed by and derived from the covenants and restrictions recorded with respect to the PUD; this Agreement is not intended to confer any rights or privileges to any owners or their respective tenants, invitees or guests with respect to the open spaces or other common areas within the PUD. The Association of homeowners shall also be responsible for the maintenance of the private drive servicing Lots 37, 38, 39 and 40. Nothing contained herein shall prevent the Association of Homeowners from surcharging the owners of Lots 37, 38, 39 and 40 for the cost of the required maintenance of said private drive.

The design of the roads, however, may with the Township's approval, which shall not be unreasonable withheld, deviate from the county road width of clearances, width of pavement, roadside plantings and such other design features, that are necessary to preserve the desirable vegetation, unique topography and natural features of the PUD development.

2.9 In connection with the development of the Chemung Forest Condominium, Developer shall cause to be recorded the Master Deed and Bylaws, thereof. All terms, conditions and covenants contained in said Master Deed are hereby incorporated by reference into this Agreement and are made a part hereof.

2.10 This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement. Developer and Township shall be entitled to modify, replace, amend or terminate this Agreement, in accordance with the procedures outlined within the PUD ordinance, without the consent of any other person or entity whatsoever, regardless of whether such person or entity now or hereafter has any interest in the Property, including residential lot or condominium unit owners, mortgagees, tenants and others. In the event there exists any conflict between the terms and provisions of this Agreement (including the attached Site Plan) and the provisions of the Zoning Ordinance or other Township Ordinances, rules and regulations, the provisions of this Agreement and, if applicable, the Site Development Plan, shall control. Any violation of the terms of this Agreement shall be a violation of the Zoning Ordinance. The remedies of the Township for a violation shall be such remedies as are provided by and for a violation of a Zoning Ordinance. This Agreement shall exist in perpetuity. Any subsequent amendments to the PUD ordinance, the Zoning Ordinance, other Township Ordinances and rules and regulations shall not alter the terms and conditions of this Agreement.

IN WITNESS HEREOF, the parties have executed this Agreement as of the date and year first above written.

Signatures on following page

DEVELOPER:

Chemung Forest, LLC, a Michigan limited liability Company


By: Ivanhoe Huntley Chemung Land LLC, a Michigan limited liability company, Member and Manager

By: 

Gary Shapiro, Manager

TOWNSHIP:

Township of Genoa, a Michigan municipal corporation

By: 

Paulette A. Skolarus, Township Clerk


ADDENDUM

WHEREAS, the Genoa Township Planning Commission under the authority of Section 10.1408 of the Genoa Township Zoning Ordinance has determined that the following modification does not significantly alter the intent of the Conceptual PUD Site Plan, said modification is to be attached to and become part of the Planned Unit Development Agreement for Chemung Forest (now known as "Woodland Springs at Lake Chemung") as dated March 15, 1999.


Paragraph 2.5 page 4, Setbacks shall now include the statement "not withstanding the existing setbacks, Lots 20, 21, 25 and 77 shall have wetland setbacks of 25 feet and front yard setbacks of 25 feet."

IN WITNESS HEREOF, the parties have executed this agreement:

WITNESSES:




GILLIAN LETZ



Kelly Korakowski

DEVELOPER:

Chemung Forest, LLC, a Michigan limited liability Company
By: Ivanhoe Huntley Chemung Land LLC,
a Michigan limited liability company,
Member and Manager

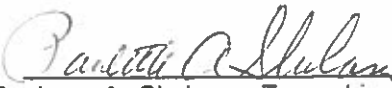
By: 

Gary Shapiro, Manager

Dated: 8/3/04

TOWNSHIP:

Township of Genoa, a Michigan municipal corporation

By: 

Paulette A. Skolarus, Township Clerk

Dated: 8/13/03

Moved by Mortensen, supported by Litogot to recommend to Township Board approval of PUD agreement dated May 9, 2003 for proposed construction of 17 single-family homes on approximately 70 acres. (Timber Green) located west of Chilson Road, north of Coon Lake Road in Sec. 20 and Sec. 29, petitioned by Chestnut Development. This recommendation is subject to the following:

1. Approval by Township Board of rezoning, environmental impact assessment, and conceptual PUD plan.
2. Township Board Approval of the revision to the Master Plan.
3. This recommendation is made in view of the following benefits to the Township:
 - a. Preservation of 73 acres with no more than 17 homes.
 - b. Preservation of headwaters for Chilson Creek Watershed
 - c. Locks in permanently low density on this parcel,
 - d. Natural transition from CE to RR in the area.
 - e. Preservation natural features.
4. This recommendation is subject to approval of the Conceptual PUD by Township Attorney
5. All appropriate easements and DEQ permits will be obtained.
6. Conservation easements will be obtained which are suitable to the Township.

Commissioner Cahill stated for the record he has great respect to Mr. McCririe and is in favor of the PUD but is opposed to this plan. He thinks that we can do better.

The motion carried. (Litogot – Yes; Figurski – No; Mortensen – Yes; Brown – Yes; Cahill – No; Pobuda – Yes)

Moved by Litogot, supported by Mortensen, to recommend approval to the Township Board of the Impact Assessment dated July 9, 2003 for proposed construction of 17 single-family homes on approximately 70 acres, (Timber Green) located west of Chilson Road, north of Coon Lake Road in Sec. 20 and Sec. 29, petitioned by Chestnut Development.

The motion carried (Litogot – Yes; Figurski – No; Mortensen – Yes; Brown – Yes; Cahill – No, Pobuda – Yes).

Open Public Hearing #3...Review of site plan application, site plan and PUD agreement for proposed amendment to the Chemung Forest/Woodland Springs PUD Agreement regarding Lots 20, 21, 25 & 77, petitioned by Boss Engineering.

- **Planning Commission disposition of petition**
 - A. Disposition regarding amendment to PUD Agreement.

Mr. Mike Boss from Boss Engineering was present to represent the petitioner.

Mr. Boss presented an overall plan for Chemung Forest that showed that there are 5 homes with combination garages that consist of both side and front entry garage. There are no stand alone front entry garages that have been constructed in the subdivision.

A call to the public was made at 10:00 p.m.

Chairman Pobuda closed the call to the public at 10:01 p.m.

Moved by Mortensen, supported by Litogot for approval of amendment to PUD Agreement for proposed amendment to the Chemung Forest/Woodland Springs PUD Agreement regarding Lots 20,21,25 & 77, petitioned by Boss Engineering for the following permitting front yard setback reduction from 35 feet to 25 feet for wetland setback for lots 20,21,25 & 77.

Chairman Pobuda asked for a vote regarding Commissioner Mortensen's motion for recommendation of approval. The motioned carried. (Litogot – Yes; Figurski – No; Mortensen – Yes; Brown – Yes; Cahill – Yes; Pobuda – Yes)

Moved by Figurski, supported by Litogot, to approve minutes of July 14, 2003. **The motion carried unanimously.**

Member Discussion

Commissioner Cahill thanked the Township for sending flowers in respect to the passing of his mother.

The meeting adjourned at 10:18 p.m.

Submitted by: Amy Ruthig

Approved by: Barbara Figurski, Secretary