

PLANNED UNIT DEVELOPMENT AGREEMENT

This Planned Unit Development Agreement ("Agreement") is entered into this 29 day of December, 1994, by and between ARTISAN BUILDING COMPANY, a Michigan corporation, whose address is 7077 Fieldcrest Road, Suite 600, Brighton, Michigan 48116, and ROBERT G. SMITH and ELEANOR C. SMITH, husband and wife, whose address is 5880 Cowell Road, Brighton, Michigan 48116, (collectively "Applicant"), and the TOWNSHIP OF GENOA, a Michigan municipal corporation, whose address is 2890 Dorr Road, Brighton, Michigan 48116 ("Township").

R E C I T A L S :

A. Applicant is the developer of certain real property located in the Township of Genoa, Livingston County, Michigan, which is more particularly described in Exhibit A attached hereto and incorporated by reference.

B. Applicant desires to develop the property for residential land use under a comprehensive development plan as a planned unit development ("PUD" or "Planned Unit Development") pursuant to the provisions of Article 10 of the Township's Zoning Ordinance ("the Zoning Ordinance").

C. The Township Planning Commission, at the request of Applicant, held two preapplication workshops on April 7, 1993 and November 3, 1993, to review the PUD concept for the development proposed.

D. The Township Planning Commission held public hearings on January 5, 1994 and on February 2, 1994, at which Applicant's Conceptual PUD Site Plan and Environmental Impact Assessment (collectively "Preliminary PUD Application") were considered, comments and recommendations of the public were heard, and the Planning Commission's favorable recommendations were made to the Township Board.

E. On April 4, 1994, the Township Board of Trustees held a public hearing, reviewed the Preliminary PUD Application, made recommendations to Applicant concerning the Preliminary PUD Application and approved the Conceptual PUD Site Plan.

F. On April 8, 1994, the Applicant submitted to the Township Planning Commission a Final PUD Site Plan and Impact Assessment (collectively "Final PUD Application") for review and approval.

G. On May 23, 1994, the Township Planning Commission held such hearing as is required by law on the Final PUD Application, at which time comments were heard, and a favorable recommendation was made by the Planning Commission to the Township Board concerning the Final Application.

H. The uses to be permitted within a PUD may allow clustering of single-family residential units to preserve common open space and natural features.

I. The Township Planning Commission and the Township Board of Trustees have reviewed the Final PUD Site Plan, attached hereto as Exhibit B, and have approved the Final PUD Site Plan as to total acreage under consideration for planned unit development, as to the number and the general location of lots for detached single-family homes, as to the general location of open space and park areas, and as to the general layout and types of streets in the development.

J. The Final PUD Site Plan 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 and park areas and the manner of their use.

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

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

NOW THEREFORE, Applicant and Township, in consideration of the mutual covenants of the parties to 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 Applicant and Township 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 has been rezoned to a PUD Zoning District.

1.3 The Final PUD 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 in accordance with the Zoning Ordinance of Genoa Township, enacted October 7, 1991, as amended through the date of this Agreement, except as modified in this Agreement, subject to the terms of this Agreement and in compliance with the Final PUD Site Plan. The approval of the Final PUD Site Plan and/or this Agreement shall not relieve Applicant 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"), and the Zoning Ordinance in the form existing as of the date of this Agreement, except as the requirements of the Zoning Ordinance are modified in this Agreement and/or the Final PUD Site Plan. In addition, approval of the Final PUD Site Plan shall not be deemed to confer any approval otherwise required by law.

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

- (a) Impact Assessment dated May 24, 1994
- (b) Traffic Impact Study dated November 20, 1993
- (c) Hydrologic Impact Assessment dated April 7, 1994

1.5 Applicant and Township acknowledge and agree that the approved Final PUD Site Plan identifies the type, number and general configuration of lots, dwelling units and permitted land use clusters, to be submitted for specific preliminary plat, condominium or site plan approval. Site plan, plat or condominium review for the PUD will not be subject to any subsequent enactments or amendments to the Zoning Ordinance, the Subdivision or Condominium regulations or any other ordinances, rules and regulations of the Township which affect the development of the property; site plans, plats or condominiums on the property will be reviewed and approved in light of this Agreement (including the final PUD Site Plan attached to this Agreement), the Zoning Ordinance, the Subdivision and Condominium Regulations, and other applicable Township ordinances, rules and regulations, as they exist as of the date of this Agreement.

1.6 The approval of the Final PUD 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 is to consist of fifty-eight detached single-family dwellings on individual lots in a cluster lay-out with designated open space areas. The only permitted principal uses shall be single-family dwellings and recreational uses associated with the open space and park areas.

2.2 Applicant presently intends to develop the property as a platted subdivision under the Subdivision Control Act of 1967.

2.3 Applicant has indicated, for each lot, the proposed location for each building area, with attention to preservation of natural features, such as trees, views, vistas and topography. Final approval of the PUD shall constitute the Township's approval of the building area for the residence within each lot, and no residence, utility or infrastructure improvement shall be erected or placed other than within the confines of the approved areas for such improvements as shown on the Final PUD Site plan. Trees and woodland areas outside the approved building and improvement areas will be preserved. Any trees or woodland areas outside the approved building and improvement areas which are disturbed and lost during construction shall be replaced upon completion of construction. If there are gaps in the tree line along Chilson Road after construction of the detention pond, landscaping will be added to fill the gaps.

2.4 All residences shall conform with the following height, bulk and area requirements:

MAX BLDG HGHT		MIN YARD SETBACK				MIN LIVING AREA	
Stories	Feet	Front	One Sides	Total	Rear	Sq ft per Unit	
2	35	10	3	15	30	2 BR	750
						3 BR	900
						4 BR	1050

* Front yard setbacks are 10 feet from the common lane easement lines; 24 feet from the common lane pavement edge. Side yard setbacks are 3 and 12 feet from the side lot lines; 30 feet from the Columbine Court pavement edge.

Based upon Applicant's preliminary plat application, or on a lot-by-lot basis, the Township Board, after review and recommendation by the Planning Commission, may modify the foregoing requirements at Developer's request, which request for modification shall not be unreasonably withheld or delayed. Developer acknowledges that the 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, the Township Board shall act reasonably to effectuate the purposes of the Zoning Ordinance and this Agreement. Township acknowledges that the Final PUD Site Plan is only intended to identify the general configuration and layout of the single family lots shown on the Plan. Accordingly, Applicant may, in its preliminary plat, alter the location of the lots and such alterations shall be deemed to be a minor change of the PUD, for purposes of Section 10.1406 of the Zoning Ordinance, provided that the alterations substantially conform to the Final PUD Site Plan.

2.5 Applicant has agreed that the lots shall be laid out so as to permit the construction of garages on all lots without the requirement of any variances from this Agreement or the Township Zoning Ordinance. Front yard setbacks requirements for detached garages and accessory structures on the lots are as set forth above and as shown on the Final PUD Site Plan. Side and rear-yard setbacks for detached garages and accessory structures are to be a minimum of 5 feet from the side and rear lot lines. Maximum lot coverage for all structures shall not exceed 35% for building footprints and 50% for impervious surfaces (building plus paved areas). Applicant has agreed that garages shall be constructed on a minimum of 65% of the lots in the development. The construction of garages on the balance of the lots shall be encouraged but not required at the time of home purchase. The deed restrictions for the development will provide that garages are not to exceed to one story, 2 1/2 cars with a footprint not larger than 26 feet by 20 feet. Garages are to be compatible with the architectural styling of the homes and will be subject to review by the architectural control committee established for the development by the recorded deed restrictions.

2.6 In no event shall the number of total dwelling units permitted within the PUD exceed the number as shown on the Final PUD Site Plan attached as Exhibit B without reapplication and the execution of a new PUD Agreement by the parties 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 Applicant's prior written consent.

2.7 Applicant has made a commitment to the Township that the homes in the PUD are to be priced and geared toward entry-level buyers and senior citizens. Applicant has agreed that it will make available single-family detached basic 2 and 3 bedroom homes including land for a purchase price in the range of \$95,000 to \$105,000. This price range for basic 2 and 3 bedroom homes will hold through June, 1995. Thereafter it will be adjusted quarterly by the rate of inflation for new housing costs over the three month period immediately preceding the adjustment.

2.8 The PUD plan, as presented and approved, may only be developed with a comprehensive sewer system serving all the residential units within the PUD and connected to the Township's sewer system. The sewer system for the PUD is to be designed and constructed by Applicant and to be reviewed, inspected and approved by the Township Engineer and all other governmental agencies having jurisdiction thereover, and shall comply with all applicable laws and regulations. Township will reserve for Applicant, for use in the PUD, sewer connection permits, determined on a Residential Equivalents Unit ("REU") basis, equal to 58 REU's. The sewer connection fee shall not exceed \$3,100 per each single family home in the development. Payment of the sewer connection fee for each residential unit shall be made to the Township at the time a Certificate of Occupancy is requested

from the Livingston County Building Department for the unit. Township shall not increase the above-referenced sewer connection fee. The PUD shall be subject to Township's ordinances regulating the use of sewers by Township residents, generally.

2.9 The property is within the Genoa-Oceola sewer special assessment district. When Applicant receives final plat or site plan approval for the development, the sewer special assessment balance for the parcel shall be divided and allocated equally among the fifty-eight lots in the PUD. Upon Township's final approval of the plat or site plan for the development, Township shall cause the appropriate Township officer to amend the Township's special assessment roll to describe the fifty-eight lots and the amount assessed against each lot. Each lot of the parcel shall be separately assessed on the amended roll.

2.10 The PUD plan, as presented and approved, may only be developed with a comprehensive water supply system serving all the residential units within the PUD and connected to a public water supply system. The water supply system for the PUD is to be designed and constructed by Applicant and to be reviewed, inspected and approved by the Township Engineer and all other governmental agencies having jurisdiction thereover, and shall comply with all applicable laws and regulations. Township will reserve for Applicant, for use in the PUD, water connection permits, determined on a Residential Equivalents Unit ("REU") basis, equal to 58 REU's. The water connection fee shall not exceed \$3,000 per each single family home in the development. Payment of the water connection fee for each residential unit shall be made to the Township at the time a Certificate of Occupancy is requested from the Livingston County Building Department for the unit. Township shall not increase the above-referenced water connection fee. The PUD shall be subject to Township's ordinances regulating the use of water by Township residents, generally.

2.11 The property is within the Grand River Corridor water special assessment district. When Applicant receives final plat or site plan approval for the development, the water district special assessment balance for the parcel shall be divided and allocated equally among the fifty-eight lots in the PUD. Upon Township's final approval of the plat or site plan for the development, Township shall cause the appropriate Township officer to amend the Township's special assessment roll to describe the fifty-eight lots and the amount assessed against each lot. Each lot of the parcel shall be separately assessed on the amended roll.

2.12 Covenants and deed restrictions governing the use and enjoyment of the land described in Exhibit A and regulating the use of the common open space shall be submitted for review and approval by the Township Planning Commission and the Township Board prior to obtaining final plat approval for the development. The covenants and restrictions shall be binding on all successors in interest of the property. Any future amendments to the covenants and deed restrictions that alter the permitted

construction within, or the use of, the common open space, including splitting, replatting or sale, shall be subject to Township Board approval, with a recommendation from the Planning Commission. The covenants and deed restrictions shall not reduce minimum area and bulk requirements as stated in paragraph 2.4, unless otherwise agreed upon in writing by the Township.

2.13 Open space and common areas in the development shall be retained and irrevocably dedicated as indicated in the PUD Plan for the parcel. The Plan designates three separate open space and common areas, a Nature Reserve Area, a Park Area and a Detention Area, each to be conveyed and dedicated to an association of the residents, subject to such private and public right-of-way, utility and drainage easements as may be reserved or required. The Plan depicts a sidewalk along Columbine Court from the first common lane to the end of the cul-de-sac. The Applicant agrees to extend this sidewalk to Chilson Road when and if a bikepath or sidewalk is constructed along Chilson Road. The rights of the owners, residents and their guests and invitees to use and enjoy the open space and common areas within the PUD shall be governed by the covenants and deed restrictions recorded with respect to the development. A homeowners' association will be created through the covenants and deed restrictions recorded, for the purpose of maintaining and regulating the use of all open space and common areas. The homeowners' association shall have the authority to levy and collect such association dues as may be required to finance the maintenance and regulation of these areas, including any walkways, signs, lighting and landscaping within the development. In addition, the deed restrictions for the development shall provide for the establishment and enforcement of maintenance standards for the homes and all improvements in the development. The homeowners' association shall have the authority to enter upon any lot in the subdivision to correct or remove any violation of the deed restrictions and to charge the cost of any such undertaking against the offending lot as a lien.

2.14 The storm water management and detention system shall meet the requirements of the Livingston County Drain Commission and all applicable laws and regulations.

2.15 The development shall contain one main public road. This main public road and collector street for the subdivision shall be built to Livingston County Road Commission standards and specifications. The homes in the PUD shall be clustered on private common lanes that access the main public road and collector street for the development. The private common lanes shall be built to American Association of State Highway and Transportation Officials ("AASHTO") standards and specifications. All roads and lanes in the PUD shall be hard surfaced. Ownership and maintenance of the private common lanes shall be the responsibility of the homeowners' association to be created as set forth in paragraph 2.13 above.

2.16 Developer presently intends to develop the PUD in a single stage, not as a phased development. Developer will provide assurances for construction and maintenance of all

streets and necessary utilities in the platted subdivision, through bonds or other satisfactory means, as may be required by the Township Zoning Ordinance and by the County Road and Drain Commission requirements.

2.17 Applicant presently intends to develop the project as a platted subdivision, not as a site condominium. In the event that the Applicant decides to develop the property as a site condominium, Applicant agrees to abide by Township requirements for the review of site condominiums as such requirements may exist as of the date of this Agreement.

2.18 Should Developer be aggrieved by Township's denial of a site plan, preliminary plat or other approval required for the development, Applicant shall have the option to request that an arbitration panel be appointed 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 Section 600.5001 through 600.5035, or its successor enactment, if replaced. The decision of the arbitrators shall be binding on Township and Applicant. 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 arbitrators, one named in writing by each of the parties within 15 days after demand for arbitration is made, and a third chosen by the two arbitrators so appointed. Should either party refuse or neglect to join in the appointment of the arbitrators within 15 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 Genoa Township Hall. Notice of hearing shall be given and the hearing conducted in accordance with the Uniform Arbitration Act.

If there are three arbitrators, the decision of any two reached during consultation by all three shall be binding and conclusive. If the arbitrators shall fail to reach an agreement within 15 days of their appointment, they shall be discharged and three new arbitrators shall be appointed who shall proceed as described in this paragraph 2.18. The process described in this paragraph 2.18 shall be repeated until a decision is reached by at least two of the three 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.

EXHIBIT A

DESCRIPTION OF REAL ESTATE

Situated in the Township of Genoa, Livingston County, Michigan

PARCEL 1:

Part of the Northeast fractional 1/4 and Northwest fractional 1/4 of Section 6, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East 1/4 corner of said Section 6; thence South 87° 46' 48" West, 1616.94 feet to the point of beginning of the parcel to be described; thence continuing South 87° 46' 48" West 221.41 feet; thence North 49° 16' 45" West 590.20 feet; thence North 41° 35' 47" West 100.20 feet; thence South 44° 55' 55" West 155.34 feet; thence along the centerline of Chilson Road (66 foot wide right-of-way), North 45° 07' 14" West 323.53 feet; thence North 17° 57' 20" East 371.66 feet; thence North 75° 31' 29" West 264.00 feet; thence North 45° 02' 42" East 241.82 feet; thence South 75° 00' 51" East 537.15 feet; thence South 64° 49' 34" East 530.84 feet; thence South 03° 12' 48" East, 796.67 feet to the point of beginning.

**DECLARATION OF DEED RESTRICTIONS
CHILSON HILLS SUBDIVISION**

ARTISAN BUILDING COMPANY, a Michigan corporation, 7077 Fieldcrest Road, Brighton MI 48116, and ROBERT G. SMITH and ELEANOR C. SMITH, husband and wife, 5880 Cowell Road, Brighton, Michigan 48116, do hereby declare that the property described in attached Exhibit A is to be held, conveyed and occupied subject to the following covenants, conditions and restrictions which are to run with the land as set forth below and are to be binding upon and inure to the benefit of all parties having any right, title or interest in the subdivision and their heirs, successors and assigns. These covenants, conditions and restrictions are to be recorded in connection with the recording of the final plat for Chilson Hills Subdivision as recorded at Liber _____ of Plats, Pages _____, of the Livingston County Records.

Building and Use Restrictions

1. All building lots shall be used for single-family residence purposes only. The minimum living area per dwelling unit shall be as follows:

2 Bedroom Homes	750 sq ft
3 Bedroom Homes	900 sq ft
4 Bedroom Homes	1,050 sq ft

Computations of living area square footage shall be exclusive of basements, garages, decks, porches and terraces. The maximum building height is 2 stories, not to exceed 35 feet.

2. Homes shall be built within the building envelopes and setbacks set forth in the Final PUD Site Plan for the Chilson Hills Planned Unit Development on file with Genoa Township. These setbacks are as follows:

Front Yard Minimum Setback :	10 feet
Side Yard Minimum Setback :	3 feet
Side Yard Total Setback :	15 feet
Rear Yard Minimum Setback :	30 feet

Front yard setbacks are measured 10 feet from the easement lines of the Springwell, Chalmers, Montclair, Ventnor and Waverly Commons access areas; 24 feet from the common access pavement edge. Side yard setback lines are 3 and 12 feet from the side lot lines; 30 feet from the Columbine Court pavement edge.

3. Detached garages and accessory structures shall be permitted as follows. Front yard setback requirements for detached garages and accessory structures are as set forth above and as shown on the Final PUD Site Plan. Side and rear-yard setbacks for detached garages and accessory structures are to be

a minimum of 5 feet from the side and rear lot lines. Maximum lot coverage for all structures on the lot shall not exceed 35% for building footprints and 50% for impervious surfaces (building plus paved areas). Garages are not to exceed one story, 2 1/2 cars with a footprint not larger than 26 feet by 20 feet. Garages are to be compatible with the architectural styling of the homes and will be subject to review by the Architectural Control Committee established by these deed restrictions. All driveway areas on each lot must be paved. No driveway for any individual building lot shall directly access Columbine Court. Driveways for each individual building lot shall connect to the shared access easements of the Springwell, Chalmers, Montclair, Ventnor and Waverly Commons areas.

4. The plans and elevations for all homes in the subdivision shall be subject to the approval of the Architectural Control Committee established pursuant to these deed restrictions. Homes shall be of a neo-traditional style. The homes shall have front and/or side porches and shall have a minimum roof pitch of 5/12. Exteriors shall be brick, wood, or vinyl siding. All exterior color selections shall be subject to the approval of the Architectural Control Committee. Identical homes on side-by-side lots shall be prohibited.

5. Lawn seeding and landscaping shall be completed by each homeowner within 90 days after occupancy, or if winter interferes, by the 31st of May following occupancy. Each owner shall have the responsibility to mow and maintain the grounds and landscaping of his lot. Existing trees shall be preserved. Watering of any new tree plantings within any lot shall be the responsibility of the lot owner. Any wildflower plantings in the detention area or in any of the common areas of the subdivision shall not be mowed or destroyed. The grade of any lot in the subdivision may not be changed in any way that will interfere with the master drainage plan of the subdivision.

6. Any and all fencing of residential areas in the subdivision shall be constructed of wood. The design and specifications for all fencing must be approved by the Architectural Control Committee. Screening and security fences which may be erected around the sanitary sewer pump station, the gas well head, the storm water detention or other similar areas which require screening or protection, shall also be subject to Architectural Control Committee approval. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any lot without the prior written permission of the Architectural Control Committee. Outside roof antennas, satellite disks and like devices are prohibited. No sign shall be placed, erected, or maintained on any lot without the permission of the Architectural Control Committee, except one sign advertising the house on the lot for sale or lease. All signs shall be installed in a professional manner and be kept clean and in good repair during the period of their maintenance on any lot.

7. No unsightly condition shall be maintained on the grounds or on any patio, porch or deck. Supplies, materials, personal property, trash and refuse of any kind must be stored inside the home or garage. Storage sheds shall be permitted but must match the coloring of the home on the lot and must be approved by the Architectural Control Committee as set forth below. Above-ground swimming pools will be permitted only if they are erected as part of an integrated deck and receive Architectural Control Committee approval as set forth below. Laundry shall be hung so as not to be visible from the street on which the home fronts, and in the case of corner lots, so as not to be visible from the streets on which the home fronts and sides.

8. Parking for each lot shall be restricted to the paved driveway area within the lot. No trailers, commercial vehicles, boats, campers, motor cycles, all-terrain vehicles, snow mobiles or vehicles other than automobiles or vehicles used primarily for general transportation purposes may be parked or stored upon any lot, unless parked in a garage with the door closed. No inoperable vehicles of any type may be brought or stored upon any lot either temporarily or permanently.

9. No farm animals, livestock or wild animals shall be kept, bred or harbored on any lot, nor shall any animals be kept or bred for commercial purposes. Domestic animals commonly deemed to be household pets may be kept so long as such pets shall have care so as not to be objectionable or offensive to others and are kept in accordance with Genoa Township ordinances.

Architectural Control

10. No dwelling, garage, outbuilding, storage shed, pool, fence or other structure of any type shall be constructed and no exterior addition or alteration shall be made until the plans and elevations therefor have been submitted to and approval in writing by a majority vote of the Architectural Control Committee. The Architectural Control Committee may disapprove plans because of non-compliance with the building and use restrictions set forth herein or because of any matter or thing which, in the sole discretion and judgment of the Architectural Control Committee, would render the proposed improvements or alteration inharmonious with the improvements erected on other lots or out of keeping with the objective to preserve and enhance the attractiveness and value of the subdivision.

11. The Architectural Control Committee is to initially consist of George J. Bacalis, Quest C. Bacalis and Scott S. Willets, all of Artisan Building Company, who shall have one vote each. Other members may be added at the appointment of George J. Bacalis, the President of Artisan Building Company. When all lots are sold, responsibility for appointment of the

Architectural Control Committee is to be transferred to the Homeowners' Association to be established as set forth below.

**Commons Areas, Nature Reserve Areas, Park and
Lots for Storm Water Detention and Pump Station**

12. The property designated as the Springwell, Chalmers, Montclair, Ventnor and Waverly Commons areas on the plat recorded for Chilson Hills at the Liber and Page above-referenced are to be reserved for the use of the residents of Chilson Hills. The entire areas are subject to private easements for ingress and egress to Columbine Court, for public utilities and for public storm drainage as designated on the recorded plat. No parking shall be permitted in the Commons areas. Responsibility for these areas and the paved surfaces within these areas will be transferred and deeded to the Homeowners' Association for Chilson Hills.

13. The property designated as the Columbine Nature Reserve Area and the Chilson Hills Nature Reserve Area on the plat recorded for Chilson Hills are to be reserved for the passive use and enjoyment of the residents of Chilson Hills subject to the easements designated on the plat for the subdivision. Responsibility for these areas will be transferred and deeded to the Homeowners' Association for Chilson Hills.

14. Landscape plantings are to be installed by Artisan at the entrance of the subdivision in the boulevard island at Columbine Court, within the Columbine Nature Reserve Area and also in the boulevard island at the end of Columbine Court. Sidewalks are to be installed by Artisan along Columbine Court from the Springwell Commons area to the end of Columbine Court. Responsibility for these areas and for the subdivision entry sign which shall be located within the Columbine Nature Reserve Area shall be the responsibility of the Homeowners' Association for the subdivision.

15. The property designated as the Chilson Hills Park on the plat recorded for Chilson Hills is for the active use and enjoyment of the residents of Chilson Hills subject to the easements designated on the plat for the subdivision. Responsibility for the park will be transferred and deeded to the Homeowners' Association for Chilson Hills.

16. The property designated as the Storm Water Detention lot on the plat is to be reserved for the storm water detention and drainage of Chilson Hills. Responsibility for the lot will be transferred and deeded to the Homeowners' Association for Chilson Hills Subdivision. The entire area of the lot is subject to the easement of the Livingston County Drain

Commission which shall perform maintenance within its easement areas in accordance with the Commission's internal policies and regulations.

17. The property designated as the Pump Station lot on the plat is to be reserved for the construction and operation of a pump station for sanitary sewer service. Responsibility for the lot will initially be transferred and deeded to the Homeowners' Association for Chilson Hills Subdivision. The entire area of the lot is subject to the easement of the Genoa-Oceola Sanitary Sewer District Authority, and if required, may ultimately be deeded to the Authority. The Genoa-Oceola Sanitary Sewer District will be responsible for and will maintain the pump station in accordance with the District's internal policies and regulations.

Clear Vision, Utility Maintenance and Panhandle Eastern Pipe Line Easements

18. The plat recorded for Chilson Hills identifies a clear vision easement along Columbine Court across the Columbine Nature Reserve Area, the Pump Station Lot, Lot 58, and the Montclair Commons. This easement is required by the Livingston County Road Commission. The easement area must remain open and unobstructed. No structures or plantings of any sort may be constructed or placed within the clear vision easement area except as permitted by the Livingston County Road Commission.

19. The plat recorded for Chilson Hills identifies private easements for public utilities across the frontage of each lot on the Springwell, Chalmers, Montclair, Ventnor and Waverly Commons areas and through the sideyards of the lots along Columbine Court. These easements are private easements for the maintenance of public utilities. The easement areas should remain open and accessible for utility maintenance.

20. The plat recorded for Chilson Hills identifies easement areas for the Panhandle Eastern gas well and for Panhandle Eastern ingress and egress to the gas well from Columbine Court. Responsibility for the well head and the access drive shall be the responsibility of the Panhandle Eastern Pipe Line Company.

Homeowners' Association

21. The developer shall establish a Homeowners' Association for Chilson Hills Subdivision. All rights and obligations with respect to Chilson Hills will ultimately be transferred to the Association. Each lot owner shall be required to be a member of the Association and every sale or purchase of a lot in Chilson

Hills is to be subject to the Articles of Incorporation and the Bylaws of the Association. All voting in Association affairs shall be on a one vote per lot basis.

22. The Association is to have the authority to impose such dues and assessments, if any, as are necessary to pay its expenses and costs with regard to the Commons Areas, the Nature Reserve Areas, the Park, the Storm Water Detention lot, the Pump Station lot, the boulevard islands in Columbine Court, the sidewalks along Columbine Court and any other commonly maintained areas. Any dues and assessments that are made shall be due and payable within 30 days of billing. In the event any lot owners fail to pay dues or assessments when due, the Association may record a statement in the Office of the Register of Deeds against the lot showing the amount due which shall be a lien against the property. In addition, the Association shall have the right to enter upon any land within the subdivision to correct and remove any violation of this Declaration and to charge the costs of correction and removal against the offending lot as a lien. The Association shall have the right to bring an action in a court of competent jurisdiction to collect unpaid dues, assessments or charges and to foreclose liens levied. Any and all such liens shall be subordinate to any first mortgage.

General Provisions

23. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date that this Declaration is recorded, after which time they shall automatically be extended for successive periods of ten years unless 75% of the lot owners in the subdivision vote to limit or remove the restrictions set forth herein. This Declaration may be amended at any time by an instrument signed by not less than 75% of the lot owners except that amendments made by the developer during its ownership of lot(s) shall not require the vote, signature or approval of any lot owners. Any amendments to this Declaration which alter the permitted construction within, or the use of, the common open spaces of the subdivision, including splitting, replatting or sale, shall be subject to approval by the Genoa Township Board, with a recommendation from the Township Planning Commission. All amendments must be recorded with the Livingston County Register of Deeds.

24. The covenants, conditions and restrictions of this Declaration shall not be binding upon property outside this subdivision. The developer reserves the right to create one or more subdivisions adjacent to or in the vicinity of this

WITNESSES:

Karen Deering
Karen Deering
Gayle L. Esbrook
Gayle L. Esbrook

John M. Hulyk AVP
John M. Hulyk,
Assistant Vice President
First National Bank in Howell
101 East Grand River
Howell, Michigan 48843

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 27TH day of SEPTEMBER, 1995 by John M. Hulyk, the Assistant Vice President of First National Bank in Howell, on behalf of said corporation.

Regretta P. Skyles
), Notary Public
Livingston County, Michigan
My Commission Expires: 9.7.98

EXHIBIT A

DESCRIPTION OF REAL ESTATE

Situated in the Township of Genoa, Livingston County, Michigan

PARCEL 1:

Part of the Northeast fractional 1/4 and Northwest fractional 1/4 of Section 6, Town 2 North, Range 5 East, Genoa Township, Livingston County, Michigan, more particularly described as follows: Commencing at the East 1/4 corner of said Section 6; thence along the East-West 1/4 line of said Section 6 (as previously surveyed and monumented) South 87° 45' 56" West (previously described as North 87° 31' 15" West) 1617.35 feet to the point of beginning of the parcel to be described; thence continuing along the said East-West 1/4 line (as previously surveyed and monumented) South 87° 45' 56" West (previously described as North 87° 31' 15" West) 221.46 feet; thence North 49° 16' 45" West 590.13 feet; thence North 41° 35' 47" West 100.20 feet (previously described as North 37° 16' West 100.2 feet) to a point lying North 41° 35' 47" West 1.12 feet from a found 3/4" iron pipe; thence South 44° 55' 55" West 155.34 feet (previously described as South 49° 41' West 156 feet); thence along the centerline of Chilson Road (66 foot wide right-of-way) North 45° 07' 14" West 323.53 feet (previously described as North 40° 19' West 325 feet); thence North 17° 57' 20" East 371.66 feet (previously described as North 22° 46' East 373 feet) to a found 1/2" iron pipe; thence North 75° 31' 29" West (previously described as North 70° 59' West) 264 feet to a found iron pipe; thence North 45° 02' 42" East 241.82 feet (previously described as North 49° 41' East 242 feet) to a found 1/2" iron rod; thence South 75° 00' 51" East 537.15 feet (previously described as South 70° 16' 30" East 536.82 feet) to a found 1/2" iron rod; thence South 64° 49' 34" East 530.84 feet (previously described as South 60° 06' 45" East 531 feet) to a found 1/2" iron rod; thence South 03° 12' 48" East 796.57 feet (previously described as South 01° 34' 30" West 799.71 feet) to the point of beginning.