



**AMENDMENT TO PLANNED UNIT
DEVELOPMENT AGREEMENT
SUNRIDGE COMMUNITY**

THIS AMENDMENT TO PLANNED UNIT DEVELOPMENT AGREEMENT (“**Amendment**”) is entered into by the **Township of Marion**, a Michigan municipal corporation (the “**Township**”), having an address of 2877 West Coon Lake Road, Howell, Michigan 48843, **Blue Sunridge LLC**, a Michigan limited liability company (“**Blue Sunridge**”), having an address of 32400 Telegraph Road, Suite 100, Bingham Farms, Michigan 48025, and the **Sunridge Condominium Homeowners Association**, a Michigan non-profit corporation (the “**Association**”), having an address of 39525 Thirteen Mile Road, Suite 250, Novi, Michigan 48377.

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RECITALS:

A. The Township, Mitch Harris Building Company, Inc. (“**Original Developer**”), and the Association entered into a Planned Unit Agreement dated July 28, 2003, and recorded in Liber 4055, Page 723, Livingston County Records (the “**PUD Agreement**”) for the development of a three phase condominium project to be known as Sunridge Condominium. The property subject to the PUD Agreement is described on **Exhibit A** attached hereto. The project was approved by the Township Board as a Planned Unit Development under the Township’s Zoning Ordinance. Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings given to such terms in the PUD Agreement.

B. The Original Developer obtained Township approval of the site plan for the development of the Planned Unit Development (the “**Site Plan**”) and thereafter developed Phase I as Sunridge Condominium, pursuant to the Master Deed recorded in Liber 4055, Liber 626, Livingston County Records, Subdivision Plan No. 279. Sunridge Condominium is administered by the Association.

C. Phases II and III have not been developed. Blue Sunridge, as the successor in title to Phases II and III, desires to develop Phase II pursuant to the PUD Agreement, as amended by this Amendment.

D. The parties hereto agree to amend the PUD Agreement in the manner set forth below regarding the development of Phases II and III of the Planned Unit Development.

Therefore, in consideration of the mutual covenants of the parties set forth below, the parties hereto agree as follows:

1. **Development of Phase II.** Blue Sunridge shall have the right to develop Phase II, in accordance with the Site Plan approved by the Marion Township Board July 11, 2002 and the PUD Agreement, as amended by this Amendment. Prior to developing Phase II, Blue Sunridge shall submit a final site plan to the Township for its approval, which approval shall not be unreasonably withheld, conditioned or delayed if such final site plan substantially conforms with the July 11, 2002 Site Plan and Blue Sunridge has obtained all approvals and permits from any other governmental agencies whose approval is required.

2. **Sunridge II Master Deed.** Phase II shall be developed as a separate condominium project to be known as Sunridge II Condominium, or such other name selected by Blue Sunridge. The Phase II condominium project shall be administered by a separate condominium association. The Master Deed for the Phase II condominium project shall be submitted to the Township for its approval, which approval shall not be unreasonably withheld or conditioned or delayed.

3. **Timing and Requirements for Construction of Improvements.** The following provisions of Paragraph 3 of the PUD Agreement are hereby amended:

(a) Paragraph 3(b)(3) is amended to provide that street and utility improvements for Phase II shall be completed within twelve (12) months from approval of the final site plan and the recordation of the master deed for the Phase II condominium project.

(b) Paragraph 3(b)(4) is deleted.

(c) Paragraph 3(b)(5) is amended to provide that street and utility improvements for Phase III shall be completed within twelve (12) months from approval of a final site plan for Phase III and the recordation of the master deed for the Phase III condominium project.

(d) Paragraph 3(b)(6) is deleted.

(e) Paragraph 3(c)(ii) is amended to provide that: Parking areas and drive shall be provided to include parking for a minimum of 6 cars. Parking areas to be paved with 3" of asphalt over 6" of gravel. No curbing will be required.

(f) Paragraph 3(c)(iii) is amended to provide that: A pavilion (approximately 16' by 16') shall be provided on a 4" concrete pad.

(g) Paragraph 3(j) is deleted.

(h) Paragraph 3(k) is amended to provide that, in connection with the development of Phase II Blue Sunridge shall not be required to install or finance the installation of an offsite road from Peavy Road to D-19, because Blue Sunridge does not own or control the land necessary to construct such off-site road. In connection with the development of Phase II, Blue Sunridge has submitted to the Township a Traffic Impact Assessment dated November 14, 2014, performed by

Fleis & Vandenbrink. Blue Sunridge shall not be required to install or finance the cost of any off-site road improvements in connection with the development of Phase II.

Prior to the development of Phase III, the developer of Phase III shall cause a new Traffic Impact Assessment to be performed and the Traffic Impact Assessment shall be submitted to the Township with the developer's application for final site plan approval. If Phase III is developed, the conditions for approval of the final site plan for Phase III shall address the impacts of Phase III on the road network and intersections in the vicinity of the project based on the findings of the Traffic Impact Assessment with the approval of the Township Board.

(i) Paragraph 3(r) is amended in its entirety to provide that: Construction traffic for Phase II shall use the portion of Peavy Road south of Phase II and shall not use the portion of Peavy Road north of Phase II. During the period street and utility improvements are being constructed in Phase II, Blue Sunridge agrees to provide dust control and grading on the unpaved portion of Peavy Road and Keddle Road that is utilized by Phase II construction traffic as requested by the Livingston County Road Commission.

4. **Marion Township Covenants.** The following provisions of Paragraph 4 of the PUD Agreement are hereby amended:

(a) Paragraph 4(a) is amended in its entirety to provide that: If Phase III is developed, the Township shall support the vacating of Outlot B of Peavy Road Estates No. 1 Subdivision, if necessary to permit the construction of an access road into Phase III.

(b) The parties acknowledge that a water main from Phase I to Phases II and III has been installed. Therefore, Paragraphs 4(b), 4(c) and 4(d) are deleted in their entirety.

5. The original paragraph 5 remains unchanged.

6. The original paragraph 6 remains unchanged.

7. The original paragraph 7 remains unchanged.

8. **Sanitary Sewer Taps.** Phases II and III are currently subject to a special assessment district for sanitary sewer (the "**Sewer SAD**") that includes prepaid taps for a total of 133 residential equivalency units (the "**Sewer REUs**"), of which 43 Sewer REUs are allocated to Phase II (Parcel No. 10-02-100-016) and 90 Sewer REUs are allocated to Phase III (Parcel No. 10-02-300-007). The Township agrees to transfer 51 Sewer REUs to Phase II, provided that Blue Sunridge pays the outstanding balance of the Sewer SAD on Phase III, including all accrued and unpaid interest thereon. Such payment shall be made immediately upon the execution of this PUD Amendment by all of the parties hereto. In addition, Blue Sunridge agrees to pay the outstanding balance of the Sewer SAD on Phase II, including all accrued and unpaid interest thereon, prior to the date the Township assigns tax parcel identification numbers to the individual condominium units that are established in Phase II.

9. **Water Taps.** Phase II is currently subject to a special assessment for water (the "**Water SAD**") that includes prepaid taps for 76 residential equivalency units (the "**Water**

REUs”). Blue Sunridge agrees to pay the outstanding balance of the Water SAD on Phase II, including all accrued and unpaid interest thereon, upon the execution of this PUD Amendment by all of the parties hereto. Following the recording of the Master Deed for the Phase II condominium project, the Township agrees to allocate the 76 Water REUs to condominium units 1 through 76, as identified in the Phase II Master Deed.

10. **Effect of Amendment.** Except as modified by this Amendment, the terms and provisions of the PUD Agreement shall remain in full force and are ratified by the parties. In the event of any conflict between the terms and provisions of the PUD Agreement, as amended by this Amendment, and the provisions of the Township’s Zoning Ordinance or any other Township ordinances, rules or regulations or any amendments thereto, the provisions of the PUD Agreement, as amended by this Amendment, shall control.

11. **Authority.** Each party represents that the person executing this Amendment on behalf of such party has the requisite authority to do so and that the execution of this Amendment has been authorized by all necessary action and is therefore binding on such party.

12. **Future Amendments.** Any further amendments to the PUD Agreement that relate to a specific Phase shall be evidenced by a written amendment that is signed by the Township and the owner of such Phase. For purposes of this Paragraph the Association shall be deemed to be the owner of Phase I, and the owner of fee title to either Phase II or III shall constitute the owner of such Phase prior to the establishment of a condominium project within such Phase. Following the date a condominium project has been established within Phase II or Phase III, the developer of such condominium project shall be deemed to be the owner of the applicable Phase during the period the developer continues to own one or more condominium units in such Phase, and thereafter the condominium association within such Phase shall be deemed to be the owner of such Phase for purposes of this Paragraph. Any future amendments to the PUD Agreement shall also require the signature of the Association if such proposed amendment affects Sunridge Condominium (Phase I).

13. **Counterparts.** This Amendment may be executed in counterparts and all such counterparts, taken together, shall constitute one and the same Amendment.

14. **Effective Date.** The Effective Date of this Amendment shall be the last date on which all of the parties hereto have executed this Agreement.

Signatures on following page

The parties have executed this Amendment to Planned Unit Development Agreement, effective as of the Effective Date provided herein.

TOWNSHIP

Township of Marion,
a Michigan municipal corporation

By: Robert Hanvey
Robert Hanvey
Its: Supervisor

By: Tammy Beal
Tammy Beal
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)

The foregoing instrument was acknowledged before me this 17 day of March, 2015, by Robert Hanvey, Supervisor and Tammy Beal, Clerk of the Township of Marion, a Michigan municipal corporation, on behalf of the Corporation.

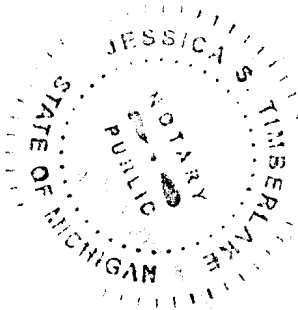
JESSICA S. TIMBERLAKE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires March 3, 2021
Acting in the County of Livingston

Jessica Timberlake
Notary Public
Acting in Livingston County, Michigan
My Commission Expires: 3-3-2021

BLUE SUNRIDGE

Blue Sunridge LLC,
a Michigan limited liability company

By: Scott R. Jacobson
Scott R. Jacobson
Its: Authorized Representative



STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12TH day of MARCH, 2015, by Scott Jacobson, Authorized Representative of Blue Sunridge LLC, a Michigan limited liability company, on behalf of the Company.



Gale R. Mio
Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 8-5-2020

ASSOCIATION

Sunridge Condominium Homeowners Association,
a Michigan non-profit corporation

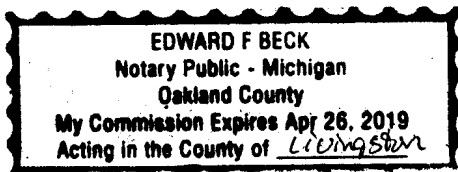
By: Joseph Cartwright

Print name: Joseph Cartwright

Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)
Oakland

The foregoing instrument was acknowledged before me this 10th day of March, 2015, by Joseph Cartwright, President of Sunridge Condominium Homeowners Association, a Michigan non-profit on behalf of the Association.



Edward F Beck
Notary Public
Acting in Livingston County, Michigan
My Commission Expires: 4/26/2019

DRAFTED BY AND WHEN RECORDED RETURN TO:

Mark S. Cohn, Esq.
Seyburn Kahn
2000 Town Center, Suite 1500
Southfield, Michigan 48075
(248) 353-7620

EXHIBIT A
THE PROPERTY

AREA OF PHASE I OF SUNRIDGE CONDOMINIUM

Commencing at the West 1/4 corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 02°01'07" West 1320.00 feet along the West line of said Section; thence North 88°43'58" East 663.62 feet to the Place of Beginning; thence North 02°01'12" West 484.88 feet; thence continuing North 02°01'12" West (recorded as North 02°00'13" West) 980.01 feet along the East line of "FOXCROFT" a subdivision as recorded in Liber 23 of Plats, pages 24 through 27, Livingston County Records; thence North 89°21'30" East 632.05 feet; thence North 49°33'12" East 819.45 feet; thence South 44°04'19" East 898.56 feet along the Southerly Right-of-Way of Peavy Road; thence South 01°26'06" East 509.23 feet along the Westerly Right-of-Way of Peavy Road; thence South 88°35'33" West 250.85 feet; thence South 01°24'27" East 150.00 feet; thence North 88°35'33" East 250.92 feet; thence South 01°26'06" East 913.60 feet along said Westerly Right-of-Way of Peavy Road; thence North 83°25'41" West 1880.74 feet to the Place of Beginning. Being a part of the Northwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 73.66 acres of land, more or less. (Symbol * = degrees)

AREA OF FUTURE EXPANSION: (Phase II)

Commencing at the West 1/4 corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 02°01'00" West 33.00 feet along the West line of said Section to the Place of Beginning; thence continuing North 02°01'00" West 1287.00 feet along said Section line; thence North 88°43'58" East 663.62 feet; thence South 83°25'41" East 1880.74 feet; thence South 01°26'06" East 1030.90 feet along the Westerly Right-of-Way of Peavy Road; thence South 88°44'42" West 2512.93 feet on a line parallel with and 33.00 feet North of the East-West 1/4 line of said Section to the Place of Beginning. Being a part of the Northwest 1/4 of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan. Containing 68.96 acres of land, more or less. Subject to and/or together with easements and restrictions of record, if any. (Symbol * = degrees)

AREA OF FUTURE EXPANSION: (Phase III)

Beginning at the Southwest corner of fractional Section 2, T2N, R4E, Marion Township, Livingston County, Michigan; thence North 01°57'50" West 2145.88 feet along the West line of said Section; thence along the Southerly line(s) of "PEAVY ROAD ESTATES NO. 2" as recorded in Liber 14 of Plats, pages 43 through 45, Livingston County Records the following eight courses: North 83°49'44" East 216.82 feet (recorded as North 83°53' East 216.69 feet), Southeasterly, non-tangentially, 253.62 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 57°53'35" and a long chord which bears South 35°09'09" East 242.96 feet (recorded as Southeasterly, 254.53 feet along the arc of a 251.00 foot radius curve to the left, having a central angle of 58°06'15" and a long chord which bears South 35°10' East 243.78 feet), South 01°22'05" East 212.90 feet (recorded as South 01°15' East 212.42 feet), North 88°44'55" East 959.61 feet (recorded as North 88°45' East 960.00 feet), South 62°30'59" East 175.08 (recorded as South 62°30' East 175.00 feet), North 47°15'37" East 226.52 feet (recorded as North 47°17'40" East 226.54 feet), Southeasterly, non-tangentially, 307.12 feet along the arc of a 438.33 foot radius curve to the left, having a central angle of 40°08'40" and a long chord which bears South 71°16'24" East 300.87 feet (recorded as Easterly, 306.94 feet along the arc of a 483.33 foot radius curve to the left, having a central angle of 40°07'15" and a long chord which bears South 71°18'20" East 300.71 feet) and North 88°36'13" East (recorded as North 88°38" East) 350.95 feet; thence South 01°22'00" East 1350.00 feet along the Westerly line of "PEAVY ROAD ESTATES NO. 1" as recorded in Liber 13 of Plats, pages 24 and 25, Livingston County Records; thence around the perimeter of "OUTLOT B" as recorded in said plat of "PEAVY ROAD ESTATES NO. 1" the following five courses: North 88°38'00" East 210.00 feet; Northeasterly 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a central angle of 90°00'00" and along chord which bears North 43°38'00" East 42.43 feet, non-tangentially, South 01°22'00" East 126.00 feet along the Westerly right-of-way of Peavy Road, Northwesterly, non-tangentially, 47.12 feet along the arc of a 30.00 foot radius curve to the left, having a central angle of 90°00'00" and along chord which bears North 46°22'00" West 42.43 feet and South 88°38'00" West 210.00 feet; thence South 01°22'00" East 299.22 feet along said Westerly line of "PEAVY ROAD ESTATES NO. 1"; thence South 88°47'11" West 2245.26 feet along the South line of said section to the Place of Beginning. Being a part of the Southwest 1/4 of Fractional Section 2, Town 2 North, Range 4 East, Marion Township, Livingston County, Michigan. Containing 93.31 acres of land, more or less. Subject to easements and restriction of record, if any. (Symbol * = degrees)