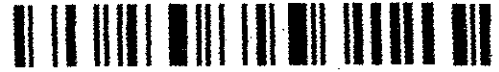
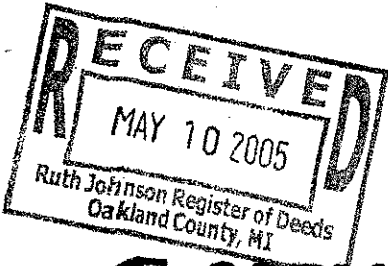


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LIBER 35476 PAGE 418
\$592.00 MISC RECORDING
\$4.00 REMUNERATION
05/10/2005 03:56:21 P.M. RECEIPT# 50732



PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS



**PLANNED DEVELOPMENT AGREEMENT
COPPERWOOD PLANNED DEVELOPMENT
Charter Township of Lyon, Oakland County, Michigan**

This Planned Development Agreement ("Agreement") is made this 10th day of MAY, 2005, by and among David V. Johnson, a single male, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326 ("DVJ"), Copperwood RD, L.L.C., a Michigan limited liability company, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326, ("Copperwood"; collectively, DVJ and Copperwood shall be referred to as the "Developer"), and the Charter Township of Lyon (the "Township"), a Michigan municipal corporation, whose address is 58000 Grand River Avenue, New Hudson, Michigan 48165. The Developer and Township are sometimes collectively referred to in this Agreement as "Parties" and individually as a "Party."

WITNESSETH:

This Agreement is made based upon the following underlying facts and circumstances:

- A. DVJ is the owner in fee simple title of 111.98 acres of real property (the "Property") in Section 25 in the Township, located on the south side of Ten Mile Road, east of Johns Road, more particularly described on Exhibit A attached to this Agreement. Copperwood has an interest in portions of the Property pursuant to a certain land contract with DVJ and Copperwood intends to develop the residential component of the Property. Copperwood is joining in this Agreement to confirm its acceptance of the terms and conditions hereof as are applicable to its interest in the Property.
- B. Prior to execution of this Agreement, the Property was zoned R-1.0, Residential-Agricultural District. It is agreed that upon execution and recording of this Agreement, the Property shall be rezoned by the Township to "PD-Planned Development."
- C. The Developer proposes to develop the Property with single family residential and commercial land uses under a comprehensive development plan as the Copperwood Planned

Development (which may hereinafter be referred to as the "PD" or "Planned Development"), in accordance with the requirements of the Township Zoning Ordinance.

- D. Pursuant to the requirements in the Zoning Ordinance, the Developer has submitted to the Township, and the Township has approved, site and development plans, an Application for Amendment to the Zoning Ordinance to Create a Planned Development District, and supporting documentation for the project (collectively the "Plans").
- E. The Planning Commission and the Township Board have found that the approved Plans for the Copperwood Planned Development proposed by the Developer are reasonable, are consistent with the planning and zoning objectives of the Township, provide for needed flexibility to address the development of the Property over time, and promote the public health, safety and welfare of the citizens of Lyon Township.
- F. Subject to execution and recording of this Agreement, the Copperwood Planned Development illustrated and described in this Agreement and in the Exhibits attached hereto is hereby approved in accordance with the authority granted to and vested in the Township pursuant to Public Act 184 of 1943, as amended, the Township Zoning Act; Public Act 285 of 1931, as amended and Public Act 168 of 1945, as amended, related to municipal planning; Michigan Public Act 288 of 1967, as amended, related to subdivision development; and in accordance with the Zoning Ordinance of Lyon Township, as amended, except as modified herein and subject to the terms of this Agreement. The approval of the Copperwood Planned Development does not relieve the Developer from compliance with applicable provisions of the Land Division Act (if developed as a platted subdivision) and Township Subdivision Ordinance, the Michigan Condominium Act (if developed as a site condominium), and the Township Zoning Ordinance, except as modified herein, nor shall it be deemed to confer any approval other than required by law.
- G. The Township and Developer now desire to enter into this Agreement which, among other things, shall set forth the mutual and respective covenants, obligations and undertakings of the Township and Developer with respect to the Planned Development.

NOW, THEREFORE, in consideration of the foregoing premises, which the Township and Developer represent to be true and accurate, and which shall become part of the Parties' obligations herein, and the mutual and respective covenants, obligations, and undertakings of the Parties set forth below, the Parties, intending to be legally bound by this Agreement agree as follows:

1. **Permitted Use of the Property.** The "Planned Development" zoning classification shall permit the Developer to develop the Property, and the Developer agrees to develop the Property, in accordance with the approved Plans and terms of this Agreement for the following uses: up to 104 single-family detached residences; a 97,635 square foot (gross) commercial center; a 3,499 square foot (gross) bank; two restaurants with a combined 13,702 square feet (gross); storm water detention and retention facilities; trail system and common open spaces. The structures that are permitted in the area designated as the Phase 2 -

Commercial area of the Plans shall reflect the Principal Uses and Structures in the B-2, Community Business District of the Township Zoning Ordinance in effect at the time of execution of this Planned Development, except that, the following uses shall be prohibited: fast food restaurants with drive-through and "big-box" retail (including, but not limited to, such retailers as Kmart, Walmart, Best Buy, Circuit City, Home Depot and Lowes); provided that, full-size grocery stores (including, but not limited, to Farmer Jacks, Kroger, Papa Joes, Trader Joe's and Whole Foods) shall not be considered "big-box" retail. The approval of the rezoning to PD, including all aspects of the approved Plans, together with any conditions imposed thereon, shall constitute an inseparable part of the zoning amendment.

2. **History of Review Procedures and Action Taken by the Planning Commission and Township Board.** The following is a summary of the actions taken by the Planning Commission and Township Board with respect to the project:

- Conceptual review of various layouts by the Planning Commission occurred on October 13, 2003, and by the Township Board on November 3, 2003.
- Public Hearings on the preliminary PD plan was held by the Planning Commission on January 12, 2004 and May 10, 2004.
- The Planning Commission granted approval of the preliminary PD plan on May 10, 2003, subject to conditions.
- The Planning Commission granted approval of the final PD Plans and recommended approval to the Township Board on February 14, 2005.
- The Township Board granted approval of the final PD Plans on March 7, 2005.

3. **Plans and Documents Submitted by the Applicant.** The approved Plans for the PD includes all Exhibits attached hereto, and incorporates the material representations of the Developer made in the following plans and documents submitted in pursuit of PD approval to the extent that such representations are not inconsistent with the recitals and terms contained herein:

- Application for Amendment to the Zoning Ordinance to the Zoning Map dated February 4, 2003 signed by Bernard Fekete; Application for Amendment to the Zoning Ordinance to Create a Planned Development District dated March 19, 2003 signed by Bernard Fekete and David V. Johnson; Correspondence from David V. Johnson to Chris Olson dated April 3, 2003; and Transmittal Memorandum from Mark E. Lodewyk, P.E. to Chis Olson dated April 3, 2003 (collectively, **Exhibit B**).
- Plans titled "Copperwood" consisting of sheets dated February 28, 2005 as prepared by Design Team and JJR, LLC, respectively (**Exhibit C**).
- A Traffic Impact Study of the Proposed Copperwood Planned Unit Development, prepared by Parsons for Mixed-Use Development, Lyon Township, Michigan, dated February 6, 2004 (**Exhibit D**).
- Fiscal Impact Analysis for Victor International Copperwood Conceptual PD Plan, 10 Mile and Johns, dated October 1, 2003 (**Exhibit E**).

- Title Insurance Commitment prepared by Seaver Title Company, Inc., file number F-338073-0 SU dated November 2, 2004 (Exhibit F).
- Michigan Department of Environmental Quality ("MDEQ") permit #04-63-0263-P ("MDEQ Permit") (Exhibit G)
- Agreement for Conservation Easement dated April __, 2005 (Exhibit H)

The Township enters into this Agreement on the assumption that all plans and supporting documentation submitted to the Township are true and accurate. If any plans, documents or statements, which are material to the project, are materially untruthful or inaccurate, then such plans, documents or statements shall be deemed a violation of the Zoning Ordinance. The remedies for such violation shall be such as are provided by law or equity for violation of a zoning ordinance. If there are discrepancies between the supporting documentation and this Agreement, including exhibits, this Agreement shall apply.

4. **Effect of PD Approval; Adjustments**

- a. The Developer and Township acknowledge and agree that rezoning of the Property to PD constitutes approval of the Planned Development Plans (Exhibit C) as the Plans for the general configurations, road layouts, locations and amounts of land occupied by permitted uses, and setbacks, subject to final site plan approval, subdivision approval, or condominium approval, as applicable.
- b. With respect to the portions of the PD under control of the Developer, adjustments including, but not limited to, minor realignment of roads, minor adjustments to the square footage of commercial buildings, lot lines and property configurations, elimination of lots or units, road name changes, etc., which further the spirit and intent of the PD Plans and do not alter the overall layout or integrity of the PD Plans may be allowed, subject to the Township Planner's reasonable approval of the site plan or plat for each particular phase. Such minor adjustments shall not require amendment to this Agreement. However, any changes in the proposed use of the Property or any increase in (i) the number of units or (ii) the square footage of the commercial buildings must be effected in accordance with the applicable ordinances of the Township.
- c. Approval of the Plans shall be subject to re-evaluation by the Planning Commission and Township Board if the wetlands determinations result in material modifications to the Plans.
- d. Setback requirements shall be as specified on the approved plans. Houses may be offset to one side on single-family lots to accommodate side entry garages, provided that a minimum of thirty (30) feet shall be provided between houses and provided further that the right and left and right setbacks shall be specified for each unit or lot prior to tentative plat or condominium subdivision plan approval, whichever is applicable.

5. **Permits from Review Authorities.** All permits from review authorities or agencies that have jurisdiction shall be submitted to Lyon Township prior to the start of construction, including but not necessarily limited to permits from the Road Commission for Oakland County (RCOC), Oakland County Drain Commissioner, Michigan Department of Environmental Quality, Township Engineer, and Township Fire Chief. It shall be the responsibility of the Developer to obtain all required permits. Home builders shall be responsible for securing all permits associated with individual house construction.

6. **Creation of a Subdivision or Condominium Association, Maintenance Responsibilities and Disclosures.** The Developer of the PD shall have the duty and responsibility to legally organize one or more condominium and/or subdivision associations, as appropriate, for all parts of the residential development. The Master Deed and Bylaws, or Declaration of Covenants, Easements and Restrictions for the condominium or subdivision shall prescribe the responsibilities of the condominium or subdivision association; set forth the manner, method, and timing of transferal of maintenance responsibilities for common areas and facilities to the association; provide a feasible method of funding maintenance activities, such as annual dues and/or assessments; and, reserve rights to the Township to enforce or undertake maintenance responsibilities relating to the common areas after notice and opportunity to cure is first provided to the association and recover the costs of such action from members of the association. The Master Deed, Bylaws, or Declaration of Covenants shall provide that those common areas, open spaces, and parks located on that portion of the Property described in **Exhibit C** shall remain vacant in perpetuity and shall be used and developed only as provided in the approved Plans, and conservation and woodlands easements, unless the Township consents otherwise.

The Developer shall be responsible for maintenance of open space and recreation areas, and maintenance of drains over which jurisdiction has not been assumed by the Road Commission for Oakland County or the Oakland County Drain Commissioner, until the Developer assigns such responsibilities to the condominium or subdivision association to be organized.

The Developer shall disclose the presence of farm and agricultural activities in the vicinity of the Planned Development by advising all prospective purchasers as follows: "This property may be located in the vicinity of a farm or farm operation. Generally accepted agricultural and management practices may be utilized by the farm or farm operation and may generate usual and ordinary noise, dust, odors, and other associated conditions, and these practices are protected by the Michigan Right to Farm Act. The Seller is not required to disclose whether a farm or farm operation is actually located in the vicinity of the property or whether generally accepted agricultural and management practices are being utilized."

The Developer shall depict regulated wetlands, if any, on Exhibit B to the Master Deed.

The Developer shall create and establish the Conservation-Preservation Easement and Wetland Mitigation Conservation-Preservation Easement as required by the MDEQ Permit.

The Developer shall provide common open spaces and paths as proposed on the Plans. Paths within the easements mandated by the MDEQ Permit may require permits under Part 303, Wetlands Protection of the Natural Resources and Environmental Protection Act, 451, PA 1994, as amended.

The Master Deed and Bylaws, or the Declaration of Covenants and Restrictions must provide for the maintenance of the open space in perpetuity, and must assign this responsibility to the condominium association, unless the Developer dedicates the open space to a land conservancy organization. In the event the Developer does not dedicate the open space to a land conservancy organization, the open space shall be set aside by the Developer through an irrevocable conveyance, such as deed restrictions or covenants that run with the land or through a conservation easement, thus ensuring that the open space will be developed according to the site plan and never changed to another use. Such conveyance shall include the following: (a) the proposed use(s) of the open space; (b) how the leisure and recreational needs of all segments of the residents in or using the Planned Development will be accommodated; (c) how the privately owned open space will be maintained by those property owners within an interest in the privately owned open space; (d) the maintenance standards and maintenance schedule of the open space; (e) the procedures by which the Township can assess the private property owners for the cost of maintenance in the event the open space is inadequately maintained and becomes a public nuisance.

7. Landscape Plans.

- a. The PD shall be developed in accordance with the Plans (~~Exhibit C~~), provided, however, that changes in types and specific location of plantings may be approved by the Township Planner if they are consistent with the spirit of the Landscape Plans, and that modifications and additional details may be necessary at the time of site plan or subdivision review to adapt the landscaping to the site plan, subdivision plan, or condominium plan approved by the Township. The Developer may transfer the responsibility for street tree plantings to the owner or builder of each unit, which responsibilities shall include the planting of twelve trees (comprised of six (6) evergreens not less than six (6) feet in height and six (6) deciduous trees of at least two (2) inch diameter at breast height of which three (3) shall be maple trees), in which event a performance bond for the value of the trees to be planted shall be submitted to the Township.
- b. The Township shall not be required, by special assessment or otherwise, to pay for the upkeep or replacement of landscaping within the PD.

8. Architectural and General Site Design Guidelines. The PD shall be developed in conformance with the following Architectural and General Site Design Guidelines:

- a. Residential Guidelines.

- (1) Minimum Dwelling Unit Size. The minimum size of dwelling units shall be 2,000 square feet.
- (2) Setbacks:
Front yard: 35 feet
Side yard: 10 feet, with the minimum distance between units 30 feet
Rear yard: 50 feet
- (3) Height. Building height will not exceed the following heights, measured as specified in the Zoning Ordinance (the vertical distance measured from the established grade to the average height between the eaves and ridge for a gable roof):
Residential: 30 feet.
Commercial 35 feet
- (4) Exterior Materials. The materials used on exterior walls of all residences shall be a combination of brick, stone, wood, Hardiplank® or similar siding. Aluminum gutters, downspouts, flashing shall be permitted as well as cooper roofing materials on bays. Texture T 1-11 and aluminum siding are prohibited. Window, door and house trim shall be wood, vinyl clad wood, aluminum clad, or vinyl.
- (5) Driveways and Sidewalks. Driveways and sidewalks shall be constructed of brick pavers, or concrete.
- (6) Exterior Colors. Exterior Colors must be natural and subdued. Proposed exterior paint and stain colors shall be submitted to the Developer for approval prior to application.
- (7) Fences. Fences shall be subject to Township approval and Developer approval, so long as the Developer owns any unit in the Planned Development; privacy fences are not permitted. Perimeter fencing along property boundaries shall not be permitted. Fencing of wrought iron type or similar may be allowed for dog runs and pools. Fences will not be allowed for air conditioner and other outside screening.
- (8) Garages. All garages shall be attached to the dwelling. All garages shall be two or three car side entry style. Garage doors shall be either panelized steel, panelized aluminum or wood.
- (9) Roof Material and Pitch. Roof material shall be at least 25-year three-tab asphalt shingle. No single-level flat roofs shall be permitted on the main body of any dwelling or other structure, except that flat roofs may be installed for Florida rooms, porches, or patios if they are architecturally compatible

with the rest of the dwelling unit. The roof pitch shall have a minimum pitch of 5 on 12 or steeper.

- (10) Air Conditioners. No window or wall-mounted air conditioners are permitted. All exterior air conditioner equipment shall be located so as to minimize noise to adjacent homes and shall be screened by landscaping so as not be visible from the road or adjacent residences. Additionally, all air conditioning units must be located in the rear or rear offsets of the home.

b. Commercial Guidelines.

(1) SITE PLANNING DESIGN CRITERIA:

- a. All proposed site plans will be pre-approved by the Developer prior to submission for Site Plan Approval.
- b. Pedestrian Circulation: Pathways must be provided to efficiently connect outlots and retail buildings to the public sidewalks along street right-of-ways.
- c. Streetscape Elements: Each outlot and retail building must provide pedestrian lights and bench seating that is consistent throughout the entire development and which will be subject to Planning Commission approval during site plan review.
- d. Minimum conflict shall exist between service vehicles, private automobiles and pedestrians within the site.
- e. Each building shall have a readily identifiable entrance using features such as canopies, porticos, arcades, arches or plazas.

(2) ARCHITECTURAL GUIDELINES:

a. Building Massing and Form:

- i. All proposed building designs will be pre-approved by the Developer prior to submission for Site Plan Approval.
- ii. Architectural interest shall be provided through the use of repeating patterns of changes in color, material, texture and building projections.
- iii. Radical theme structures or signage, building and roof forms, which draw unnecessary attention from public thoroughfares to the buildings shall not be acceptable.

- iv. All roof top mechanical equipment shall be screened on all sides for every building and tenant.
- v. Building facades greater than 100 feet in length shall incorporate recesses, projections or spandrel windows along at least 20% of the length of the facade.
- vi. Windows, awnings and arcades must total at least 50% of a facade length abutting a public street.
- vii. Building facades that incorporate canopies or walls with mock gables, must provide a roof component to provide depth and give a more authentic appearance. The roof feature must be comparable in appearance with other retailers, and subject to the Developer's approval.

b. Building Materials:

- i. All facades that can be viewed within 300 feet of a public right-a-way must be brick. The brick facade may be interrupted to allow for storefront windows, architectural details and ornamentation. Refer to Schedule A: Regulations of Exterior Building Materials, below.
- ii. Freestanding Outlot Buildings: All freestanding outlot buildings shall incorporate at least 50% face brick on all sides of the facade. Traditional design principles using durable material such as masonry, stone, wood and brick shall also be required.
- iii. One dominant material shall be selected based on a 50-year cycle. Materials such as masonry, stone, etc., which convey permanence, substance timelessness and restraint are required.
- iv. Materials shall blend with those existing in the adjacent areas of the center.
- v. Pre-engineered metal buildings and metal siding are prohibited.
- vi. There shall be a minimum of 50% face brick on all buildings.
- vii. Architectural detailing must be provided at the lower parts of the building in order to promote a "human scale." Such detailing may consist of smaller bricks, masonry details, architectural features oriented to pedestrians, landscaping and benches, etc.

- ix. Cementitious and cement plaster and “EIFS” is permitted only if used 10 feet above grade where it will be less susceptible to damage.
- c. Color and Texture:
 - i. Simple and uniform texture patterns are encouraged.
 - ii. Colors shall be subdued in tone, of a low reflectance, and of neutral or earth tone colors. The use of high-intensity colors, metallic colors or fluorescent colors are prohibited.
 - iii. Accent colors must be in keeping with the colors proposed for the overall architectural concept.
- d. Building Orientation and Entrance. Buildings facing Ten Mile Road should address the street and sidewalk with entrances, balconies, architectural features, and activities that help create a safe and pleasant walking environment. No overhead doors or loading areas should be permitted facing a street unless a building has double frontage, in which case the building should be designed with recessed doors, screened loading areas and similar design elements to minimize the visual impact. Every building fronting Ten Mile Road should have a public entrance facing Ten Mile Road; provided that, the outlot users may have their public entrances face away from Ten Mile Road and towards the applicable parking areas for each outlot.
- e. Signage. All signage shall comply with Article 16 of the Township Zoning Ordinance, and will be subject to Planning Commission approval during site plan review.
- f. Lighting. All parking lot and building mounted lighting shall comply with Section 12.11 of the Township Zoning Ordinance, and will be subject to Planning Commission approval during site plan review.

[Schedule A: Regulations of Exterior Building Materials to follow on next page]

**SCHEDULE 'A': REGULATIONS FOR
EXTERIOR BUILDING MATERIALS:**

MAXIMUM PERMITTED % OF MATERIAL	100	75	50	25	
ACCEPTABLE EXTERIOR WALL MATERIALS:					
MASONRY/STONE					
FACE (CLAY) BRICK*	X				
4" x 16" CONCRETE BRICK*	X				
GLAZED BRICK				X	
CERAMIC TILE				X	
SPLIT FACE BLOCK			X		
GRANITE			X		
MARBLE			X		
LIMESTONE		X			
*SEE "ARCHITECTURAL AND GENERAL SITE GUIDELINES AND GENERAL SITE DESIGN" FOR: COPPERWOOD FOR ADDITIONAL RESTRICTIONS					
GLASS:					
TINTED				X	
OPAQUE SPANDREL GLASS				X	
CLEAR			X		
WOOD: INCLUSIVE OF BEVELED, LAP, T&G BATTEN, ETC. NOT INCLUDING T-11 SIDING				X	
FINISHES					

CEMENTITIOUS & (TEXTURED) (ALLOWED ONLY 10 FEET ABOVE GRADE)				X	
STUCCO (ALLOWED ONLY 10 FEET ABOVE GRADE)				X	
CEMENT PLASTER (ALLOWED ONLY 10 FEET ABOVE GRADE)				X	
ACCEPTABLE VISIBLE ROOF MATERIALS:					
METAL: STANDING SEAM/BATTEN	X				
ASPHALT SHINGLES	X				

9. **Phasing.** The Property is intended to be developed in phases, in accordance with the phasing shown on Sheet SP-7.2 Phase Plan of the Plans attached as Exhibit C. It is understood that the phasing plan represents the Developer's best estimate as to its present expectations, and the phasing may vary based on market conditions and other unanticipated factors and events. The Phase 1 improvements, which include roads and utilities to serve the Property may be developed upon the execution of this Agreement, subject to Township approval of the condominium plans and documents, construction plans and obtaining required permits; provided that, grading of the Phase 1 property may commence upon the issuance of a grading permit from the Township. Any change in projected phasing of the PD shall require Township Board approval.

10. **Roads and Driveways.**

- a. Roads within the PD are intended to be private. If applicable, Private roads shall comply with the requirements specified in the Ordinance to Regulate Private Roads in effect at the time of execution of this Agreement, including the requirements for the a Private Road Easement Agreement and Private Road Easement Maintenance Agreement.
- b. Developer shall construct (at Developer's cost) acceleration, deceleration and left turn lanes in and out of the Planned Development as required by the Road Commission for Oakland County ("RCOC"). The Developer agrees to work in good faith with the Township and RCOC to achieve general improvement of all roads in the vicinity that will provide access to residents and other users of facilities in the PD.
- c. Road and driveway intersections on Ten Mile and Johns Roads shall be in the locations shown on Exhibit B of the Condominium Subdivision Plan, subject to approval by the RCOC. If required by RCOC, roads and driveways may be moved, without the need to reapply for any final site plan approvals if theretofore obtained, provided that the Township Planner and Township Engineer find that the new locations do not affect the overall layout of the PD.

- d. Notwithstanding the Township's use of the private roads within the PD to access sewer and water facilities, it shall not be required, by special assessment or otherwise, to contribute to the upkeep or replacement of such roads.
 - e. The Township approved the construction of 488 parking spaces and approved an additional 130 parking spaces to be land banked ("Land-Banked Parking") in the Phase 2 - Commercial Development. Developer shall be permitted to construct 488 parking spaces for the Phase 2 - Commercial Development. Developer shall be able to construct part or all of the Land-Banked Parking only after review and approval by the Planning Commission.
 - f. Developer shall deposit three hundred thousand dollars (\$300,000.00)("Escrow") into escrow with the Township Treasurer upon the approval and execution of this PD Agreement and the delivery by the Township of permits for the construction of the internal roads and first residences within the Property subject to the terms and conditions of an escrow agreement (attached hereto as Exhibit I) to be executed between Developer and Township to be used to pay, if necessary, the costs ("Extension Costs") to extend a gravity feed sanitary sewer line and water main adequate to service the entire development (collectively the "Utilities") to the Property which Utilities shall be available at the Property line or not further from opposite the Property on the north side of Ten Mile Road at Johns Road. The remainder of the Escrow shall be used to make 10 Mile Road improvements abutting the Property ("Road Improvements") in the following order: (1) a center lane for 10 Mile the length of the Property; (2) for a traffic signal at 10 Mile and Johns Roads; then (3) to other such Road Improvements. Funds shall be available from the Escrow to fund the foregoing with Utilities having the first priority.
11. **Drainage.** The drainage improvements shall be constructed as shown on the engineering plans, approved by the Township Engineer.
- a. Residential Development Area. Developer shall be responsible for the maintenance of Stormwater Management Areas A and B (as identified on the Final Site Plan, sheet SP 7.0 of Exhibit C), open space and recreation areas, including the facilities and landscaping located in these areas until control of these areas is turned over to the condominium or homeowner's association.
 - b. Commercial Development Area. Developer shall be responsible for the maintenance of Stormwater Management Areas C, D, E and F (as identified on the Final Site Plan, sheet SP 7.0 of Exhibit C), including the facilities and landscaping located in these areas until control of these areas is turned over to another owner of association.
12. **Utilities.**
- a. **Sanitary Sewer System.** All of the Property will be located within the Township's sanitary sewer service district subject to the extension of the Utilities as described in

paragraph 10.f. Sanitary sewers shall be constructed to serve all users on the Property, who must connect to the Township's sanitary sewer system. When available, connection to the sanitary sewer system shall require payment of all applicable fees, charges, and assessments.

b. **Water System.** All of the Property will be located within the Township's Water System subject to the extension of the Utilities as described in paragraph 10.f. Water service shall be constructed to serve all users on the Property. When available, connection to the Township's Water System shall require payment of all applicable fees, charges, and assessments.

c. **Easements.** The Developer shall convey to the Township those easements necessary for the Township's access to sewer and water facilities within the PD.

13. **Model Homes.** Sales of real estate and homes located within the development may be conducted from model homes or residential units to be constructed on site. Such temporary sales office use shall comply with the requirements in Section 19.03, sub-section E, of the Zoning Ordinance, and shall be terminated at the completion of the sale of all lots, at which time the sales office shall either be removed or converted to residential use. Developer will be entitled to receive model home permits and will be allowed to start construction of model homes immediately after a suitable access road has been installed; provided, however, that the model homes may not be occupied until they are hooked up to utilities. The model homes and sales offices will be permitted to remain in place and used until such time as the last lot/unit has been sold to a third party (non-builder) purchaser. Due to the long construction period, the two (2) year time limit and need for extensions from the Planning Commission as set forth in Section 1903E(2) of the Zoning Ordinance will not apply. When the model homes and sales office are no longer being used, they shall either be removed or converted to residential use.

Developer and/or the home builders will be permitted to install, occupy, and operate from, a temporary sales trailer on the Property, subject to Building Official approval. Installation of a sales trailer shall be permitted when the Developer commences "mass grading" of the site, and has provided a gravel access to the trailer. Use and occupancy of the sales trailer shall be permitted for a period, which shall terminate thirty (30) days after the certificate of occupancy is issued for the first model home in the development and removed within a reasonable period of time.

14. **Modification to Agreement.** This Agreement may not be modified, replaced, amended, or terminated, without the prior written consent of the Township and Developer of the Property as of the date of the modification, replacement, amendment, or termination.

15. **Applicability of Other Zoning Requirements.** In the absence of specifications and standards in the approved PD Plans or documents for accessory buildings, swimming pools, fences, exterior lighting, antennae, and similar features commonly associated with residential

development, proposals to construct or install such features shall comply with the dimensional requirements and other standards for such facilities as set forth in the Zoning Ordinance.

16. **Approval Runs with the Land.** The approval of the PD described herein and the Exhibits attached hereto, and the terms, provisions, and conditions of this Agreement run with and bind the land, and shall bind and inure to the benefit of the successors and assigns of the parties thereto. In the event the Developer assigns or conveys its interest in all or any part of the Property to a third party, the Developer shall have no further obligations or liability hereunder with regard to the property assigned or conveyed.
17. **Recording of Agreement.** The Developer shall record an executed copy of this Agreement with the Oakland County Register of Deeds, and provide evidence of such action to the Township prior to issuance of any permits to commence construction in accordance with the Plans.
18. **Governing Law.** This Agreement shall be construed under the laws of the State of Michigan.
19. **Violations.** 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 law and equity for violation of a zoning ordinance.
20. **Township Not Responsible for Damages.**

- a. Except for damage to the Developer by reason of the willful or wrongful acts or omissions of the Township or by reason of the Township's course of conduct resulting in a default of its obligations under this Agreement (a "Default"), the Developer and the Township agree that the Township shall not be responsible to the Developer for any damages arising out of any claimed breach of this Agreement; and, except in the event of a Default, the Developer shall have its sole remedy for any claimed breach of this Agreement, the right to specific performance enforceable through the Expedited Dispute Resolution process set forth below. Developer's claim of Default shall be likewise enforceable through the Expedited Dispute Resolution process set forth below.

- B. **Expedited Dispute Resolution.** The Expedited Dispute Resolution Process shall be as follows:

In the implementation and performance of the Agreement, following a decision, act or omission by either party with which the other party feels aggrieved, Developer and Township, within fourteen (14) days of written notice by either party to the other of a "Declaration of Dispute" with regard to the matter, set forth in a "Declaration of Dispute", shall each select an arbitrator with expertise in the area the area of such dispute(s) and who shall each be immediately available to consider and resolve the

dispute(s) to completion. These arbitrators will, within seven (7) days of their appointment, select an immediately available third arbitrator with comparable qualification and/or expertise in dispute resolutions. The arbitrators, within thirty (30) days of the selection of the third arbitrator (or longer period, if and to the limited extent required by the particular subject matter), shall arbitrate and resolve the dispute(s) on a final and binding basis, in lieu of judicial proceedings between the Developer and Township, by written and signed determination, with the signatures of such persons affixed to the determination. If mutually agreed, a single arbitrator, rather than a panel of three arbitrators may be utilized. If the arbitrator(s) is unable to agree upon the selection of the third arbitrator within twenty-one (21) days of the Declaration of Dispute, the American Arbitration Association upon request of the Developer or Township shall pursuant to their rules, designate the third arbitrator. The arbitrator shall fairly resolve the dispute in accordance with the letter, spirit and intent of the Agreement. The prevailing party, as determined by the arbitrator(s) ruling, shall be entitled to reimbursement of all of its attorney's fees and costs associated with the dispute and the arbitration from the non-prevailing party. Each party shall enter the arbitration process on equal footing, and shall not have a presumption in its respective favor. The decision of the arbitrator(s) shall be enforced by the Oakland County Circuit Court as a binding arbitration decision and such enforcement shall be exclusive of other enforcement powers and remedies of the Court.

21. **Access Easement.** Contemporaneous with the development and site plan approval of the commercial component of the PD, Developer will record an access easement agreement which will provide access to the residential component of the PD from Ten Mile Road across the commercial component of the PD at or near the western property line of the Property near the intersection of Ten Mile and Johns Roads or at such other location as shall be provided on the final site plan of the commercial component for a western entrance thereto.
22. **Off-Property Advertising.** Developer shall not use "lead-in" signs on public or private property within the Township, other than the Property, to advertise the sale of the single-family residences, identified in paragraph 1 above.

[Signatures to Follow on the Next Page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and date set forth above.

WITNESS

Dewell
DEWELLS
Linda Burnham
Linda Burnham

DAVID V. JOHNSON

By:

[Signature]
David V. Johnson

COPPERWOOD RD, L.L.C., a Michigan limited liability company

By: Victor International Corporation, a Michigan corporation

Its: Manager

By:

[Signature]
David V. Johnson
Its: Chairman

Dewell
DEWELLS

Linda Burnham
Linda Burnham

CHARTER TOWNSHIP OF LYON, a Michigan municipal corporation

By:

Lannie Young
Lannie Young
Its: Supervisor

Its:

By:

Pamela Johnson
Pamela Johnson
Its: Clerk

Its:

Christina Simon

Cathy Sims

Cathy Sims

State of Michigan)
)ss
County of Oakland)

On this 18th day of MARCH, 2005, before me, a Notary Public, in and for the said county, personally appeared to me, David V. Johnson, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be his free act and deed, individually and as Chairman of Victor International Corporation, a Michigan corporation, the manager of Copperwood RD, L.L.C., a Michigan limited liability company on behalf of the limited liability company.

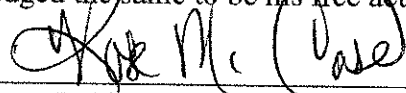
D.E. WELLS
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Sep 6, 2011
ACTING IN COUNTY OF
OAKLAND



Notary Public
Oakland Count, Michigan
Acting in Oakland County, Michigan
My Commission Expires:

State of Michigan)
)ss
County of Oakland)

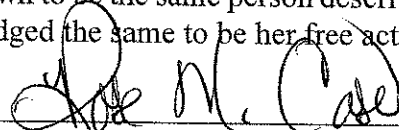
On this 9th day of May, 2005, before me, a Notary Public, in and for the said county, personally appeared to me, Lannie Young, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be his free act and deed.



Notary Public
Oakland Count, Michigan
Acting in Oakland County, Michigan
My Commission Expires:

State of Michigan)
)ss
County of Oakland)

On this 10th day of May, 2005, before me, a Notary Public, in and for the said county, personally appeared to me, Pamela Johnson, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be her free act and deed.



Notary Public
Oakland Count, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 5/1/07

SEP 15 2005

262415
 LIBER 36260 PAGE 198
 \$22.00 MISC RECORDING
 \$4.00 REINUMENTATION
 09/15/2005 10:49:55 A.M. RECEIPT# 103446



PAID RECORDED - OAKLAND COUNTY
 RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**FIRST AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT
 COPPERWOOD PLANNED DEVELOPMENT
 Charter Township of Lyon, Oakland County, Michigan**

This First Amendment to Planned Development Agreement ("Amendment") is made this 13th day of September, 2005, by and among David V. Johnson, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326 ("DVJ"), Copperwood RD, L.L.C., a Michigan limited liability company, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326, ("Copperwood"; collectively, DVJ and Copperwood shall be referred to as the "Developer"), and the Charter Township of Lyon (the "Township"), a Michigan municipal corporation, whose address is 58000 Grand River Avenue, New Hudson, Michigan 48165. The Developer and Township are sometimes collectively referred to in this Agreement as "Parties" and individually as a "Party."

WITNESSETH:

This Amendment is made based upon the following underlying facts and circumstances:

A. The Parties entered into and executed a Planned Development Agreement ("Agreement") dated May 10, 2005 with regards to the real property more particularly described in Exhibit A attached hereto and incorporated herein, which was recorded on May 10, 2005, in Liber 35476, Pages 418 through 612 inclusive, Oakland County Records. Except as otherwise defined herein, capitalized terms shall have the meaning as set forth in the Agreement

B. The Parties each desire to amend the Agreement as provided herein.

NOW, THEREFORE, the Parties, intending to be legally bound by this Amendment, agree as follows:

1. Paragraph 12.b. of the Agreement shall be amended in its entirety to provide as follows:

Water System. All of the Property will be located within the Township's Water System subject to the extension of the Utilities as described in paragraph 10f. Water Service shall be constructed to serve all users on the Property. When available, connection to the Township's Water System shall require payment of all applicable fees, charges, and assessments. Upon the exhaustion of all available water taps to the Property and prior to the availability of water taps that will result from the construction of the improvements contemplated by the Southwest Water Improvements Special Assessment District approved by the Township on July 5, 2005 ("Water Improvements"), the Property within the Phase 1-Residential Area shall be permitted to temporarily use wells (either an on-site well for each residence or a well supplying to multiple residences) as a water supply. If applicable, the temporary wells shall be subject to the standards and regulations of the Oakland County Drain Commission.* Once water taps resulting from the Water Improvements are available to the Property, the residences using the wells shall connect to the Township's Water System (and pay the above referenced fees, charges and assessments) and shall cease using the wells. Said wells shall be immediately capped,

1
 and/or Oakland County Health Department
 [Signature]

O.K. - MIT

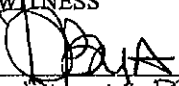
sealed and otherwise closed in accordance with all applicable state, county and local laws and regulations. If the property/unit owner does not complete this task within fourteen days from the municipal water tap being made, the condominium association shall have the absolute right to enter upon the property/unit, complete the well abandonment process and assess a lien against the property/unit for the costs incurred by the condominium association. If the condominium association does not complete the abandonment task within 30 days from the municipal water tap being completed, then the Township shall have the absolute right to enter upon said property/unit and complete the abandonment process and thereafter to file a lien against the property/unit for the actual costs expended plus a 25% administrative fee, in the same manner as it would for delinquent property tax obligations of the property/unit owner.

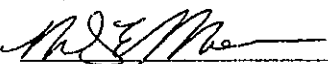
2. The Agreement is incorporated by reference and shall be valid and enforceable except as modified by this Amendment. If there is any conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, the terms and provisions of this Amendment shall govern and control. The Parties agree that this Amendment may be recorded against the property described in Exhibit A.

[Signatures to Follow on the Next Page]

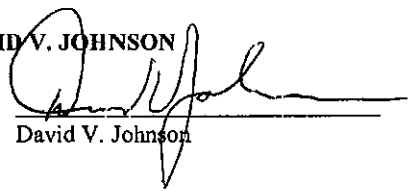
IN WITNESS WHEREOF, the Parties execute this Amendment and make this Amendment effective as the date first written above.

WITNESS


DENNIS BRYA


Mark E. Moore

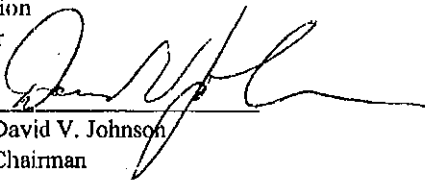
DAVID V. JOHNSON

By: 
David V. Johnson


COPPERWOOD RD, L.L.C., a Michigan limited liability company

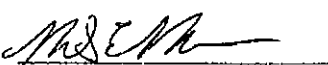
By: Victor International Corporation, a Michigan corporation

Its: Manager

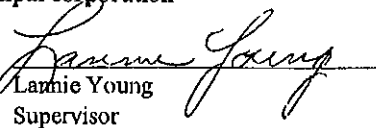
By: 
David V. Johnson

Its: Chairman

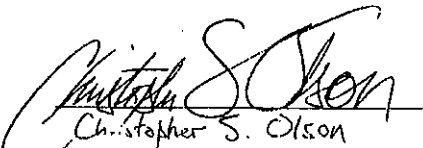

DENNIS BRYA

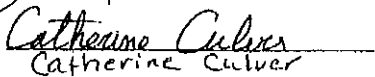

Mark E. Moore.

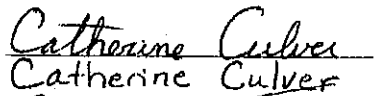
CHARTER TOWNSHIP OF LYON, a Michigan municipal corporation

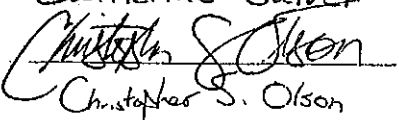
By: 
Lannie Young

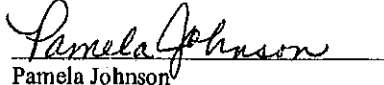
Its: Supervisor


Christopher S. Olson


Catherine Culver


Catherine Culver


Christopher S. Olson

By: 
Pamela Johnson

Its: Clerk

State of Michigan)
)ss
County of Oakland)

On this 13th day of September, 2005, before me, a Notary Public, in and for the said county, personally appeared to me, David V. Johnson, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be his free act and deed, individually and as Chairman of Victor International Corporation, a Michigan corporation, the manager of Copperwood RD, L.L.C., a Michigan limited liability company on behalf of the limited liability company.

LINDA BURNHAM
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Sep 6, 2011
ACTING IN COUNTY OF 09/05/2011

Linda Burnham
Notary Public Ingham
~~Oakland~~ County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 09/05/2011

State of Michigan)
)ss
County of Oakland)

On this 13th day of September, 2005, before me, a Notary Public, in and for the said county, personally appeared to me, Lahnne Young, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be his free act and deed.

[Signature]
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 5/1/07

State of Michigan)
)ss
County of Oakland)

On this 13th day of September, 2005, before me, a Notary Public, in and for the said county, personally appeared to me, Patricia Johnson, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be her free act and deed.

ROSE M. CASE
Notary Public, State of Michigan, County of Oakland
My Commission Expires May 1, 2007
Acting in the County of Oakland

[Signature]
Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 5/1/07

Return to: Victor International
2601 Cambridge Ct.
Suite 310
Auburn Hills MI 48326

Exhibit A

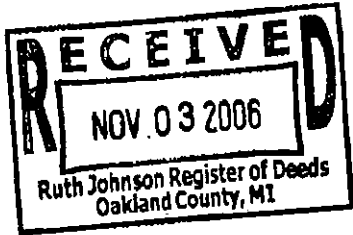
LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION, SAID NORTH 1/4 CORNER BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88°49'28" EAST 1335.98 FEET TO THE EASTLINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE ALONG SAID EAST LINE, SOUTH 00°27'40" WEST 2661.02 FEET TO THE EAST 1 WEST 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE; NORTH 89°24'00" WEST 1329.85 FEET TO THE CENTER OF SECTION AS MONUMENTED; THENCE ALONG SAID 1/4 LINE, NORTH 89°44'22" WEST 673.25 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE ALONG SAID WEST LINE, NORTH 00°37'12" EAST 1837.68 FEET; THENCE NORTH 89°40'17" EAST 553.91 FEET; THENCE NORTH 00°20'10" EAST 829.99 FEET TO THE NORTH LINE OF SAID SECTION; THENCE ALONG SAID NORTH LINE, NORTH 89°40'21" EAST 110.08 FEET TO THE POINT OF BEGINNING;

21-25-200-001
-014

38342 0242



269939
LIBER 38342 PAGE 242
\$34.00 MISC RECORDING
\$4.00 REMONUMENTATION
11/03/2006 01:43:42 P.M. RECEIPT# 124898

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

SECOND AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT
COPPERWOOD PLANNED DEVELOPMENT

This Second Amendment to the Planned Development Agreement ("Second Amendment") is made this 30 day of OCTOBER, 2006 by and among David V. Johnson, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326 ("DVJ"), Copperwood RD, L.L.C., a Michigan limited liability company, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326, ("Copperwood", collectively, DVJ and Copperwood shall be referred to as the "Developer"), and the Charter Township of Lyon (the "Township"), a Michigan municipal corporation, whose address is 58000 Grand River Avenue, New Hudson, Michigan 48165. The Developer and Township are sometimes collectively referred to in this Agreement as "Parties" and individually as a "Party."

WITNESSETH:

This Second Amendment is made based upon the following underlying facts and circumstances:

A. The Parties entered into and executed a Planned Development Agreement ("Agreement") dated May 10, 2005 with regards to the real property more particularly described in Exhibit A attached hereto and incorporated herein, which was recorded on May 10, 2005, in Liber 35476, Pages 418 through 612 inclusive, Oakland County Records. Except as otherwise defined herein, capitalized terms shall have the meaning as set forth in the Agreement.

B. The Parties entered into a First Amendment to the Planned Development Agreement September 13, 2005 with regards to the same real property, which First Amendment was recorded on September 15, 2005 at Liber 36260, Page 198, Oakland County Records.

C. The parties have agreed, in order to clear up any ambiguous language in the original Planned Development Agreement, and to place in writing

the Developer's responsibility for replacement trees for the 284 trees that have been removed, and concerning the required street trees and Unit trees that the following amendment be set forth.

NOW, THEREFORE, the Parties, intending to be legally bound by this Amendment, agree as follows:

1. That paragraph 7. Landscape Plans of the original Planned Development Agreement shall be amended in its entirety to provide as follows:

7. Landscape Plans.

(a) The PD shall be developed in accordance with the Plans (Exhibit C), provided, however, that changes in types and specific location of plantings may be approved by the Township Planner if they are consistent with the spirit of the Landscape Plans, and that modifications and additional details may be necessary at the time of site plan or subdivision review to adapt the landscaping to the site plan, subdivision plan or condominium plan approved by the Township. The Developer may transfer the responsibility for street tree plantings to the owner or builder of each unit in which event a performance bond for the value of the trees to be planted shall be submitted to the Township by the owner or builder. There shall be planted on each residential unit or lot, eight (8) trees which do not include the required street trees. If any of the trees are evergreens, they shall be not less than six (6) feet in height and any deciduous trees must be at least two and one-half (2 1/2) inch diameter at breast height. All required trees must be of a variety allowed by Ordinance.

2. That within Exhibit C attached to the original Planned Development Agreement, sheet L-1.0 described tree placement requirements, the requirements for street trees and the requirements for Unit trees. The parties hereto agree that the Developer shall be responsible for one thousand two hundred sixty-seven (1,267) total replacement trees. Of those trees, four hundred thirty-five (435) are identified as street trees and eight hundred thirty-two (832) trees are to be replaced on individual units/lots as is more specifically set forth in attached Exhibit B which is incorporated herein.

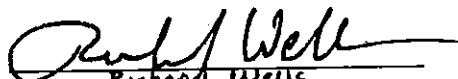
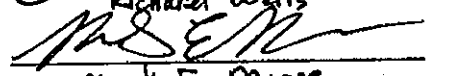
Note 3 of sheet L-1.0 is amended and replaced to read as follows:

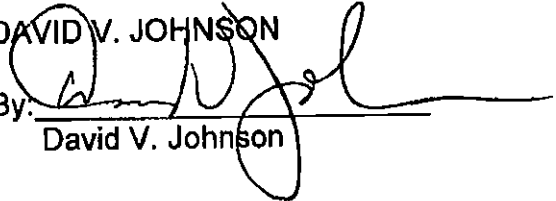
Each Unit is responsible for an additional eight (8) trees to be planted. The owner or builder with respect to each Unit acquired shall plant or cause to be planted evergreens of not less than six (6) feet in height and/or deciduous trees of not less than two and one-half (2 1/2) inch dbh at breast height. Two ornamental trees may be planted to replace one evergreen tree or one deciduous tree. Additionally each Unit shall be planted with the required number of street trees with one (1) tree required for each forty (40) linear footage of Unit frontage.

- 3. Any additional trees other than those referenced in paragraph C above, must be replaced in accordance with the existing Ordinance requirements in effect at the time the trees are removed.
- 4. The Agreement is incorporated by reference and shall be valid and enforceable except as modified by this Second Amendment. If there is any conflict between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement, the terms and provisions of this Second Amendment shall govern and control. The parties agree that this Second Amendment may be recorded against the property described in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties execute this Amendment and make this Amendment effective as the date first written above.

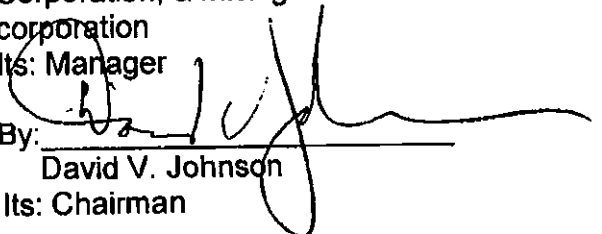
WITNESS.

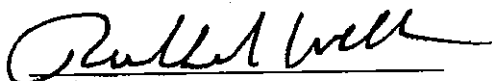
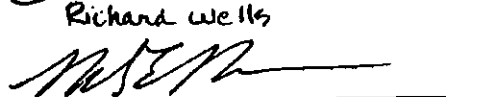

 Richard Wells

 Mark E. Moore

DAVID V. JOHNSON
 By: 
 David V. Johnson

COPPERWOOD RD, L.L.C., A Michigan limited liability company

By: Victor International Corporation, a Michigan corporation
Its: Manager

By: 
 David V. Johnson
 Its: Chairman


 Richard Wells

 Mark E. Moore

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 17th day of October, 2006, before me, a Notary Public, in and for the said county, personally appeared to me, David V. Johnson, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be his free act and deed, individually and as Chairman of Victor International Corporation, a Michigan corporation, the manager of Copperwood RD, L.L.C., a Michigan limited liability company on behalf of the limited liability company.

LINDA BURNHAM
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Sep 5, 2011
ACTING IN COUNTY OF Oakland

Linda Burnham
Linda Burnham
Notary Public
Ingham County, MI
My commission expires: 09/05/2011
Acting in Oakland County, MI

CHARTER TOWNSHIP OF
LYON, A Michigan municipal
Corporation

By: Lannie Young
Lannie Young
Its: Supervisor

Alberca Lottery
Cathy Sims

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 30 day of October, 2006, before me, a Notary Public, in and for the said county, personally appeared to me, Lannie Young, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be his free act and deed.

Cathy L. Eckhout
Notary Public
County, MI
My commission expires: 4/17/2007
Acting in Oakland County, MI

CATHY L. ECKHOUT
Notary Public, State of Michigan, County of Oakland
My Commission Expires April 17, 2007
Acting in the County of Oakland

CHARTER TOWNSHIP OF LYON, A Michigan municipal Corporation

By: Pamela Johnson
Pamela Johnson
Its: Clerk

Katherine Nelson
Katherine Nelson
Deborah Cothery
Deborah Cothery

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 24th day of October, 2006, before me, a Notary Public, in and for the said county, personally appeared to me, Pamela Johnson, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be her free act and deed.

Rose M. Case

Notary Public
Oakland County, MI
My commission expires: 5/1/07
Acting in Oakland County, MI

Drafted by and
When recorded return to:
Matthew C. Quinn
1026 West Eleven Mile Road
Royal Oak, MI 48067

ROSE M. CASE
Notary Public, State of Michigan, County of Oakland
My Commission Expires May 1, 2007
Acting in the County of Oakland

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION, SAID NORTH 1/4 CORNER BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88°49'28" EAST 1335.98 FEET TO THE EASTLINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE ALONG SAID EAST LINE, SOUTH 00°27'40" WEST 2661.02 FEET TO THE EAST 1 WEST 1/4 LINE OF SAID SECTION; THENCE ALONG SAID 1/4 LINE; NORTH 89°24'00" WEST 1329.85 FEET TO THE CENTER OF SECTION AS MONUMENTED; THENCE ALONG SAID 1/4 LINE, NORTH 89°44'22" WEST 673.25 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION; THENCE ALONG SAID WEST LINE, NORTH 00°37'12" EAST 1837.68 FEET; THENCE NORTH 89°40'17" EAST 553.91 FEET; THENCE NORTH 00°20'10" EAST 829.99 FEET TO THE NORTH LINE OF SAID SECTION; THENCE ALONG SAID NORTH LINE, NORTH 89°40'21" EAST 110.08 FEET TO THE POINT OF BEGINNING;

(21.25.200-001
-014)

above legal NKA
Copperwood Condo
21-25-251-0001
accpt# 1808

Exhibit B

Copperwood PD Street Tree and Lot Tree Calculations

Charter Township of Lyon

Location/Lot No.	No. Street Trees*	No. of Street Trees per Lot plus Lot Trees
1	3	11
2	2	10
3	3	11
4	2	10
5	2	10
6	3	11
7	2	10
8	4	12
9	3	11
10	2	10
11	3	11
12	2	10
13	4	12
14	1	9
15	2	10
16	5	13
17	5	13
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19	2	10
20	2	10
21	2	10
22	6	14
23	3	11
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43	2	10
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45	3	11
46	5	13
47	2	10
48	3	11
49	3	11
50	3	11
51	2	10

Copperwood PD Street Tree and Lot Tree Calculations

Location/Lot No.	No. Street Trees*	No. of Street Trees per Lot plus Lot Trees
52	3	11
53	2	10
54	3	11
55	4	12
56	2	10
57	3	11
58	5	13
59	6	14
60	2	10
61	2	10
62	2	10
63	2	10
64	2	10
65	3	11
66	5	13
67	3	11
68	6	14
69	3	11
70	2	10
71	1	9
72	2	10
73	2	10
74	3	11
75	6	14
76	3	11
77	2	10
78	2	10
79	3	11
80	2	10
81	3	11
82	2	10
83	2	10
84	3	11
85	3	11
86	3	11
87	2	10
88	3	11
89	2	10
90	3	11
91	7	15
92	4	12
93	4	12
94	2	10
95	3	11
96	2	10
97	3	11
98	2	10
99	3	11
100	3	11
101	3	11
102	2	10

Copperwood PD Street Tree and Lot Tree Calculations

Charter Township of Lyon

Location/Lot No.	No. Street Trees*	No. of Street Trees per Lot plus Lot Trees
103	3	11
104	3	11
Subtotal of No. of Street trees per Lot: 297		1,129
		Sub-total No. of street trees to be Provided plus 8 trees per lot:
Between lots 9 and 10 along east side of Copperwood Drive	7	0
Between lots 16 and 17 along south side of Winterberry	3	0
Between lots 27 and 28 along south side of Winterberry	6	0
Between lots 47 and 77 along east side of Copperwood Drive and north side of Red Cedar	14	0
Between lot 53 and 54 along south side of Cottonwood	11	0
Between 78 and 104 along west side of Winterberry and south side of Red Cedar	9	0
From lot 1 to entrance along east side of Copperwood Drive	9	0
From lot 37 to entrance along north and west sides Tamarack Drive	37	0
From lot 38 to entrance along north and east sides of Tamarack Drive	21	0
From lot 45 to entrance along west side of Copperwood Drive	12	0
Winterberry Cul-de-sac	3	0
Bristlecone Cul-de-sac	2	0
Bayberry Cul-de-sac	2	0
Magnolia Cul-de-sac	2	0
Subtotal of No. of Street Trees not on Lots: 138		1,129
Total No. Street Trees per Lot plus 8 additional Trees per Lot:**		
No. of Street Trees per Lot and Street Trees not on Lots* : 435		
Total No. Street Trees and Lot Trees Required:***		1,267

*As illustrated (not notated) on Sheets L-1.0 and 1.1 of the approved PD landscape plan

**Based on agreement of an additional 8 trees per lot (104 x 8 = 1,129) at meeting held 8-10-06.

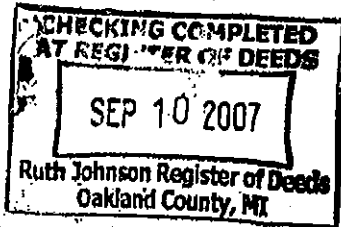
***138 non-lot street trees plus 1,129 street trees per lot plus additional lot trees equals 1,267.

Deciduous trees must have a minimum caliper of 2.5 inches

Evergreen tree must have a minimum height 6 feet

Ornamental trees may be substituted for deciduous and evergreen trees based on a rate of two (2) ornamentals for every one (1) evergreen or deciduous tree

Ornamentals trees must have a minimum caliper of 1.5 inches



196523
LIBER 39549 PAGE 209
\$55.00 MISC RECORDING
\$4.00 REMONUMENTATION
09/10/2007 09:49:33 A.M. RECEIPT# 93636



PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

**THIRD AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT
COPPERWOOD PLANNED DEVELOPMENT**

This Third Amendment to Planned Development Agreement ("Third Amendment") is made this ^{4th} day of September, 2007, by and among LYON COPPERWOOD, L.L.C., whose address is 27600 Northwestern Highway, Suite 200, Southfield, Michigan 48034, ("Lyon Copperwood"), DAVID V. JOHNSON, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326, ("DVJ"), COPPERWOOD RD, L.L.C., a Michigan limited liability company, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326, ("Copperwood"); and THE CHARTER TOWNSHIP OF LYON, a Michigan municipal corporation, whose address is 58000 Grand River Avenue, New Hudson, Michigan 48165, (the "Township"). DVJ and Copperwood are sometimes hereinafter collectively referred to as the "Original Developer" and the Township, DVJ and Copperwood are sometimes collectively referred to as the "Developer." Lyon Copperwood, DVJ, Copperwood and Township are sometimes collectively referred to herein as the "Parties."

WITNESSETH:

This Third Amendment is made based upon the following underlying facts and circumstances:

A. The Original Developer and the Township entered into and executed a Planned Development Agreement dated May 10, 2005, with regard to the real property more particularly described in Exhibit A attached hereto and incorporated herein (the "PD Property"), which was recorded on May 10, 2005, in Liber 35476, Pages 418 through 612, inclusive, Oakland County Records. Except as otherwise defined herein, capitalized terms shall have the meaning as set forth in the Agreement.

B. The Original Developer and the Township entered into a First Amendment to the Planned Development Agreement on September 13, 2005, with regard to the PD Property, which First Amendment was recorded on September 15, 2005, at Liber 36260, Page 198, Oakland County Records.

C. The Original Developer and the Township entered into a Second Amendment to Planned Development Agreement on October 20, 2006, with regard to the PD Property, which Second Amendment was recorded on November 3, 2006, at Liber 38342, Page 242, Oakland County Records. Said Planned Development Agreement as amended by the First Amendment and the Second Amendment shall hereinafter collectively be referred to as the "Agreement".

D. On or about April 28, 2006, Lyon Copperwood acquired from DVJ a portion of the PD Property (generally referred to in the Agreement as the commercial component of the PD Property) adjacent to 10 Mile Road and more particularly described in Exhibit B attached hereto and incorporated herein (the "Commercial Parcel") via Warranty Deed dated April 27, 2006, recorded on May 15, 2006, in Liber 37559,

9001808

O.K. - LG

page 76, Oakland County records. By virtue of its acquisition of the Commercial Parcel, Lyon Copperwood, as successor-in-interest to DVJ, is a Developer with respect to the Commercial Parcel under the Agreement.

E. The Developer and the Township wish to further amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises described herein below, the Parties intending to be legally bound by this Third Amendment, agree as follows:

1. Paragraph 1 of the Agreement shall be amended in its entirety and fully restated as follows:

1. **Permitted Use of the Property.** The "Planned Development" zoning classification shall permit the Developer to develop the Property, and the Developer agrees to develop the Property, in accordance with the approved Plans and terms of this Agreement for the following uses: up to 104 single-family detached residences on the 97.83 gross acres that comprise the residential portion of the Property, and a total of 126,500 square feet for the commercial/retail uses on 19.44 acres (16.68 net acres) that comprise the commercial portion of the Property. The commercial portion of the Property (a/k/a "Shops of Copperwood") shall be developed in two (2) phases. Phase 1 shall include an approximately, but not more than, 14,677 square foot pharmacy (Rite Aid) with two drive-through lanes, an approximately, but not more than, 4,300 square foot bank (Chase or comparable banking institution) with three drive-through lanes and a fourth drive-through lane for 24-hour banking (ATM), an approximately 1.25 acre outlot parcel which can be developed with approximately, but not more than, 10,000 square feet of commercial/retail space for an as yet undetermined user, landscaping along 10 Mile Road, a ten-foot wide asphalt bicycle path along 10 Mile Road, landscaping along the west side of Copperwood Drive and the east side of Tamarack Drive, storm water detention basins D and E, and, including common open space proposed in Phase 1, as identified in the Site Plan for Shops of Copperwood, revision dated August 16, 2007, attached as Exhibit C. Phase 2 shall include an approximately, but not more than, 53,000 square foot grocery store, three retail buildings measuring approximately, but not more than, 44,600 square feet in the aggregate, which may include sit down family restaurant(s), landscaping, common open space and other related site improvements proposed for Phase 2, as identified in the Site Plan for Shops of Copperwood revision, dated August 16, 2007, attached as Exhibit C.

The structures that are permitted in the commercial portion of the Property shall reflect the Principal Uses and Structures in the B-2, Community Business District of the Township Zoning Ordinance in effect at the time of execution of the Planned Development, except that, the following uses shall be prohibited: fast food restaurants with drive-through service and "big-box" retail (including, but not limited to, such retailers as Kmart, Walmart, Best Buy, Circuit City, Costco, Home Depot and Lowes), provided that, full-size grocery stores (including, but not limited to Hiller's, Kroger, Papa Joes, Trader Joe's and Whole Foods Markets) shall not be considered "big-box" retail. The approval of the rezoning to PD, including all aspects of the approved PD Plans,

together with any conditions imposed thereon, shall constitute an inseparable part of the zoning amendment.

2. Paragraph 10 (e) shall be amended and fully restated as follows:

10 e. Developer shall be permitted to construct a total of 510 parking spaces, including 18 barrier free spaces, for the Shops of Copperwood, as specified on the Site Plan attached as Exhibit C.

3. Paragraph 11 (b) of the Agreement is hereby amended in its entirety and fully restated as follows:

11 b. Commercial Development Area. Developer shall be responsible for the maintenance of Stormwater Management Areas D and E (as identified on the revised Final Site Plan, sheet 7.0R, as submitted with this PD Amendment), including the facilities and landscaping located in these areas until control of these areas is turned over to another owner or association.

4. Exhibit C of the Agreement is hereby amended by replacing Sheet 7.1 Phase 2 Commercial Site Plan with Sheet 7.0R Site Plan, dated August 16, 2007 and Sheet 7.1R dated August 22, 2007, the commercial portion of Sheet 7.0 with said attached Sheets 7.0R and 7.1R and Sheets L-2.0, L-2.1 and L-2.2 with Sheets L-2.0R, L-2.1R, L-2.2R, L-2.3R, L-2.4R and L-2.5R, each dated August 15, 2007 prepared by J. Eppink Partners Inc., in the form attached hereto as Exhibit C.

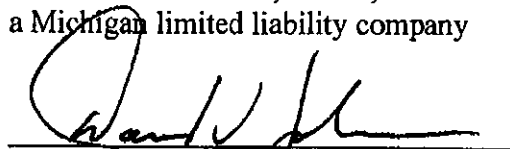
5. The Agreement is incorporated by reference and shall be valid and enforceable except as modified by this Third Amendment. If there is any conflict between the terms and provisions of this Third Amendment and the terms and provisions of the Agreement, the terms and provisions of this Third Amendment shall govern and control. The Parties agree that this Third Amendment may be recorded against the Property described in Exhibit A attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment, and make this Third Amendment effective as of the date first above-written.

WITNESS:

DEVELOPER:

COPPERWOOD RD, L.L.C.,
a Michigan limited liability company



By: David V. Johnson
Its: Chairman

[signatures continued on following pages]

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 28th day of August 2007, before me, a Notary Public in and for said county, personally appeared David V. Johnson, authorized agent of Victor International Corporation, a Michigan corporation, Manager of Copperwood Rd, L.L.C., a Michigan limited liability company, to be known to be the same person described in and who executed the within instrument on behalf of the company, and who acknowledged the same to be his/her own free act and deed.

Linda Burnham
NOTARY PUBLIC Linda Burnham
Ingham County, MI
Acting in Oakland County
My commission expires: 09/05/2011

LINDA BURNHAM
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Sep 5, 2011
ACTING IN COUNTY OF Oakland

WITNESS:

Paul Whelk

David V. Johnson
DAVID V. JOHNSON

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 28th day of August 2007, before me, a Notary Public in and for said county, personally appeared David V. Johnson to be known to be the same person described in and who executed the within instrument, and who acknowledged the same to be his own free act and deed.

Linda Burnham
NOTARY PUBLIC Linda Burnham
Ingham County, MI
Acting in Oakland County
My commission expires: 09/05/2011

LINDA BURNHAM
NOTARY PUBLIC, STATE OF MI
COUNTY OF INGHAM
MY COMMISSION EXPIRES Sep 5, 2011
ACTING IN COUNTY OF Oakland

WITNESS:

LYON COPPERWOOD, L.L.C.,
a Michigan limited liability company

Amber N. Wardia
Amber N. Wardia

William E. Watch
By: William E. Watch
Its: Manager

[signatures continued on following pages]

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 22nd day of August 2007, before me, a Notary Public in and for said county, personally appeared William E. Watch, Manager of Lyon Copperwood, L.L.C., a Michigan limited liability company, to be known to be the same person described in and who executed the within instrument on behalf of the company, and who acknowledged the same to be his own free act and deed.

Amber N. Wardia
NOTARY PUBLIC
Macomb County, MI
Acting in Oakland County
My commission expires: 7-17-08

AMBER N. WARDIA
NOTARY PUBLIC MACOMB CO., MI
MY COMMISSION EXPIRES Jul 17, 2008

WITNESSES:

TOWNSHIP:

CHARTER TOWNSHIP OF LYON,
a Michigan municipal corporation

Patricia Johnson

By: Lannie Young
Its: Lannie Young
Lannie Young, Supervisor

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 4th day of September 2007, before me, a Notary Public in and for said county, personally appeared Lannie Young, the Supervisor of the Charter Township of Lyon, a Michigan municipal corporation, to be known to be the same person described in and who executed the within instrument on behalf of the corporation, and who acknowledged the same to be his/her own free act and deed.

Ross M. Case
NOTARY PUBLIC
Oakland County, MI
Acting in Oakland County
My commission expires: 5/1/2014

Ross M. Case
Notary Public, State of Michigan
County of Oakland
My Commission Expires May 1, 2014
Acting in the County of Oakland

Drafted by and when recorded return to:

Ronn S. Nadis, Esq.
Taubman, Nadis & Neuman, P.C.
32255 Northwestern Highway, Suite 200
Farmington Hills, MI 48334-1574

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST $\frac{1}{4}$ AND THE NORTHWEST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS:

BEGINNING AT THE NORTH $\frac{1}{4}$ CORNER OF SAID SECTION, SAID NORTH $\frac{1}{4}$ CORNER BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH $88^{\circ}49'28''$ EAST 1335.98 FEET TO THE EAST LINE OF THE WEST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 25; THENCE ALONG SAID EAST LINE, SOUTH $00^{\circ}27'40''$ WEST 2661.02 FEET TO THE EAST $\frac{1}{2}$ WEST $\frac{1}{4}$ LINE OF SAID SECTION; THENCE ALONG SAID $\frac{1}{4}$ LINE; NORTH $89^{\circ}24'00''$ WEST 1329.85 FEET TO THE CENTER OF SECTION AS MONUMENTED; THENCE ALONG SAID $\frac{1}{4}$ LINE, NORTH $89^{\circ}44'22''$ WEST 673.25 FEET TO THE WEST LINE OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SAID SECTION; THENCE ALONG SAID WEST LINE, NORTH $00^{\circ}37'12''$ EAST 1837.68 FEET; THENCE NORTH $89^{\circ}40'17''$ EAST 553.91 FEET; THENCE NORTH $00^{\circ}20'10''$ EAST 829.99 FEET TO THE NORTH LINE OF SAID SECTION; THENCE ALONG SAID NORTH LINE, NORTH $89^{\circ}40'21''$ EAST 110.08 FEET TO THE POINT OF BEGINNING.

Tax Parcel Identification Nos. 21-25-200-001 and 21-25-200-014

N/K/A

Copperwood Condominium: Parcel No. 21-25-251-000ent, OCCP # 1801

EXHIBIT B

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTH ½ OF SECTION 25, T. 1N., R. 7E., LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION 25, THENCE ALONG THE NORTH SECTION LINE (ALSO BEING THE CENTERLINE OF TEN MILE ROAD, 66 FEET WIDE); S88°49'28"E 1125.89 FEET; THENCE DUE SOUTH 305.93 FEET; THENCE DUE WEST 40.00 FEET; THENCE DUE SOUTH 230.00 FEET; THENCE DUE WEST 10.34 FEET; THENCE DUE SOUTH 278.75 FEET; THENCE N89°39'17"W 952.07 FEET; THENCE N02°41'15"E 317.01 FEET; THENCE 133.89 FEET ALONG A TANGENT CURVE TO THE LEFT (HAVING A CENTRAL ANGLE OF 37°58'32", A RADIUS OF 202.00 FEET AND A CHORD BEARING N16°18'01"W 131.45 FEET); THENCE N35°17'17"W 156.88 FEET; THENCE 175.12 FEET ALONG A TANGENT CURVE TO THE RIGHT (HAVING A CENTRAL ANGLE OF 35°01'15", A RADIUS OF 286.50 FEET AND A CHORD BEARING N17°46'40"W 172.40 FEET); THENCE N00°16'02"W 96.75 FEET; THENCE ALONG THE NORTH LINE OF SAID SECTION 25 (ALSO BEING THE CENTERLINE OF TEN MILE ROAD, 66 FEET WIDE), N89°40'21"E 42.49 FEET TO THE POINT OF BEGINNING.

Part of Tax Parcel(s) 21-25-200-009 & 21-25-100-019)

21-25-200-010

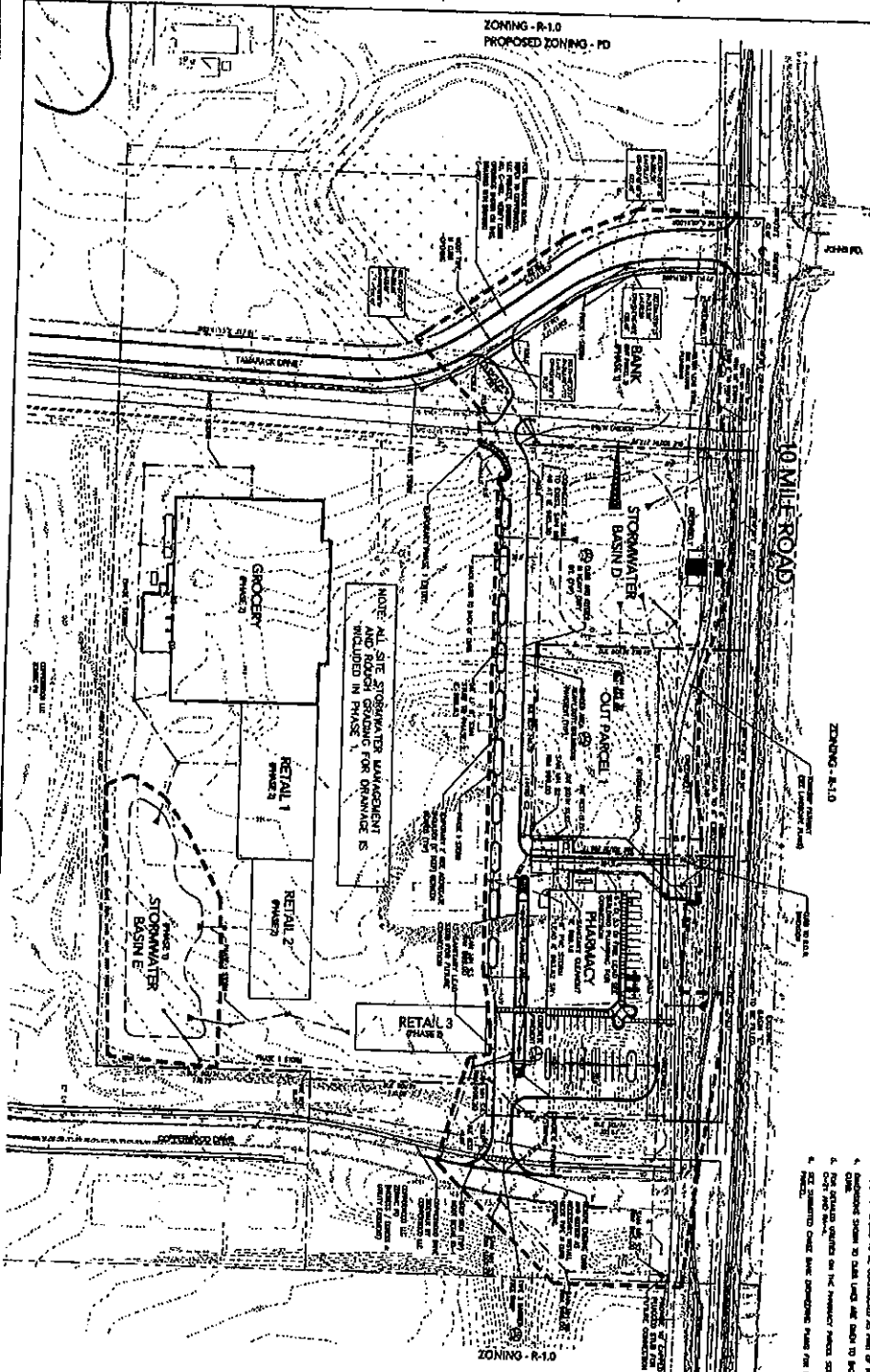
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EXHIBIT C

See attached PD replacement pages: Sheets 7.0R, 7.1R, L-2.0R, L-2.1R L-2.2R, L-2.3R, L-2.4R and L-2.5R.

PLANNING DEPARTMENT, COUNTY OF SAN DIEGO, 1200 G STREET, SAN DIEGO, CA 92161

ZONING - R-1.0
PROPOSED ZONING - PD



NOTE: ALL SITE STORMWATER MANAGEMENT AND ROADS SCHEMATIC FOR PHASE 1 IS INCLUDED IN PHASE 1.

GENERAL NOTES:

1. THE PROPOSED ZONING CHANGES ARE SUBJECT TO THE APPROVAL OF THE PLANNING COMMISSION AND THE CITY COUNCIL.
2. THE PROPOSED ZONING CHANGES ARE SUBJECT TO THE APPROVAL OF THE PLANNING COMMISSION AND THE CITY COUNCIL.
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6. THE PROPOSED ZONING CHANGES ARE SUBJECT TO THE APPROVAL OF THE PLANNING COMMISSION AND THE CITY COUNCIL.

ZONING - R-1.0

RESIDENTIAL SINGLE-FAMILY

MINIMUM LOT AREA: 10,000 SQ. FT.

MINIMUM LOT WIDTH: 60 FT.

MINIMUM FRONT SETBACK: 30 FT.

MINIMUM SIDE SETBACK: 10 FT.

MINIMUM REAR SETBACK: 10 FT.

MINIMUM FRONT YARD SETBACK: 10 FT.

MINIMUM SIDE YARD SETBACK: 10 FT.

MINIMUM REAR YARD SETBACK: 10 FT.

MINIMUM FRONT SETBACK: 30 FT.

MINIMUM SIDE SETBACK: 10 FT.

MINIMUM REAR SETBACK: 10 FT.

MINIMUM FRONT YARD SETBACK: 10 FT.

MINIMUM SIDE YARD SETBACK: 10 FT.

MINIMUM REAR YARD SETBACK: 10 FT.

ZONING - PD

PROPOSED ZONING - PD

MINIMUM LOT AREA: 10,000 SQ. FT.

MINIMUM LOT WIDTH: 60 FT.

MINIMUM FRONT SETBACK: 30 FT.

MINIMUM SIDE SETBACK: 10 FT.

MINIMUM REAR SETBACK: 10 FT.

MINIMUM FRONT YARD SETBACK: 10 FT.

MINIMUM SIDE YARD SETBACK: 10 FT.

MINIMUM REAR YARD SETBACK: 10 FT.

MINIMUM FRONT SETBACK: 30 FT.

MINIMUM SIDE SETBACK: 10 FT.

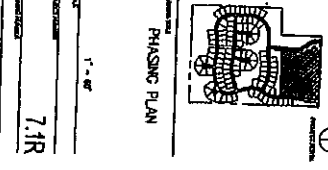
MINIMUM REAR SETBACK: 10 FT.

MINIMUM FRONT YARD SETBACK: 10 FT.

MINIMUM SIDE YARD SETBACK: 10 FT.

MINIMUM REAR YARD SETBACK: 10 FT.

- GENERAL NOTES:**
1. THE PROPOSED ZONING CHANGES ARE SUBJECT TO THE APPROVAL OF THE PLANNING COMMISSION AND THE CITY COUNCIL.
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LEGEND

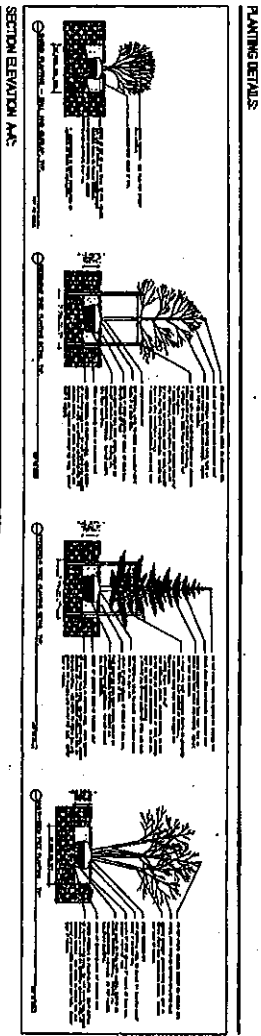
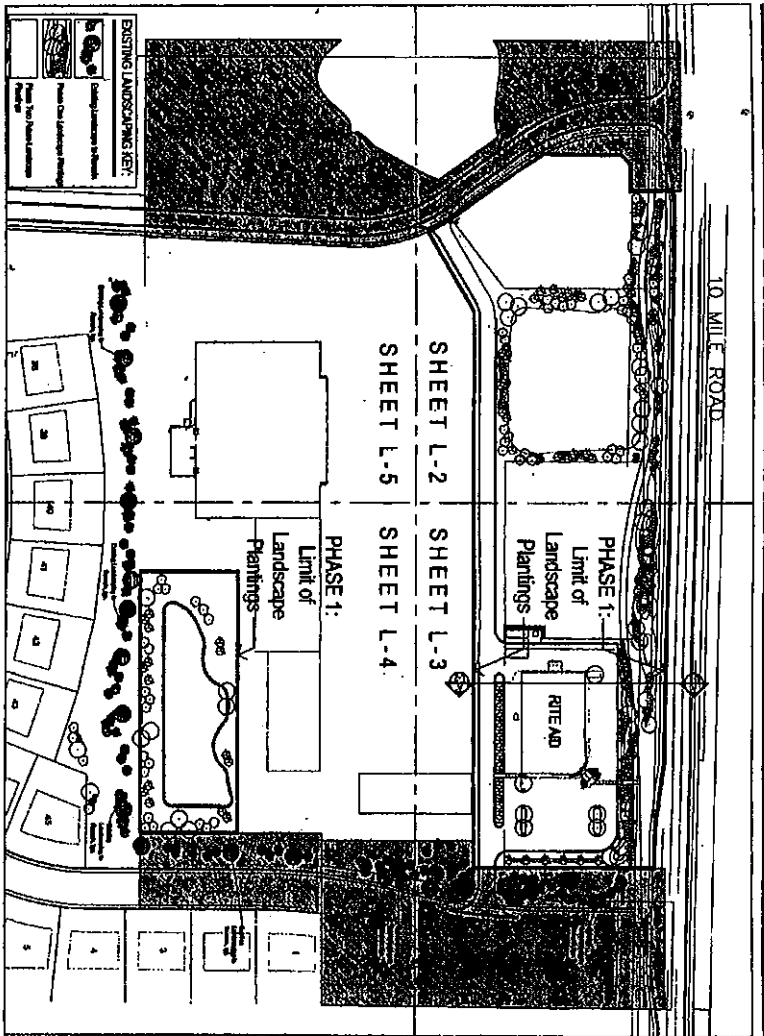
SYMBOL	DESCRIPTION
(Symbol)	EXISTING LOT LINES
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(Symbol)	PROPOSED EASEMENTS
(Symbol)	EXISTING UTILITY LINES
(Symbol)	PROPOSED UTILITY LINES
(Symbol)	EXISTING STORMWATER BASINS
(Symbol)	PROPOSED STORMWATER BASINS
(Symbol)	EXISTING DRIVEWAYS
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(Symbol)	EXISTING BIWAYS
(Symbol)	PROPOSED BIWAYS
(Symbol)	EXISTING BOUNDARIES
(Symbol)	PROPOSED BOUNDARIES
(Symbol)	EXISTING TANKAGE DRIVE
(Symbol)	PROPOSED TANKAGE DRIVE
(Symbol)	EXISTING ONE MILE ROAD
(Symbol)	PROPOSED ONE MILE ROAD

Copperwood
Lynn Thompson
Project Manager

Lynn Copperwood, LLC
2700 Silverado Parkway
San Diego, CA 92122

JJR
JAMES J. RICHARDS
10100 LITTLE BLVD.
SAN DIEGO, CA 92123
TEL: (619) 594-1111
WWW.JJR.COM

LANDSCAPE SHEET 001



PLANTING NOTES

1. Check for any existing conditions or utilities before planting.
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86. Check for any existing conditions or utilities before planting.
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98. Check for any existing conditions or utilities before planting.
99. Check for any existing conditions or utilities before planting.
100. Check for any existing conditions or utilities before planting.

PLANT MATERIAL LIST - PHASE ONE

QTY	REV	DESCRIPTION	UNIT	PRICE
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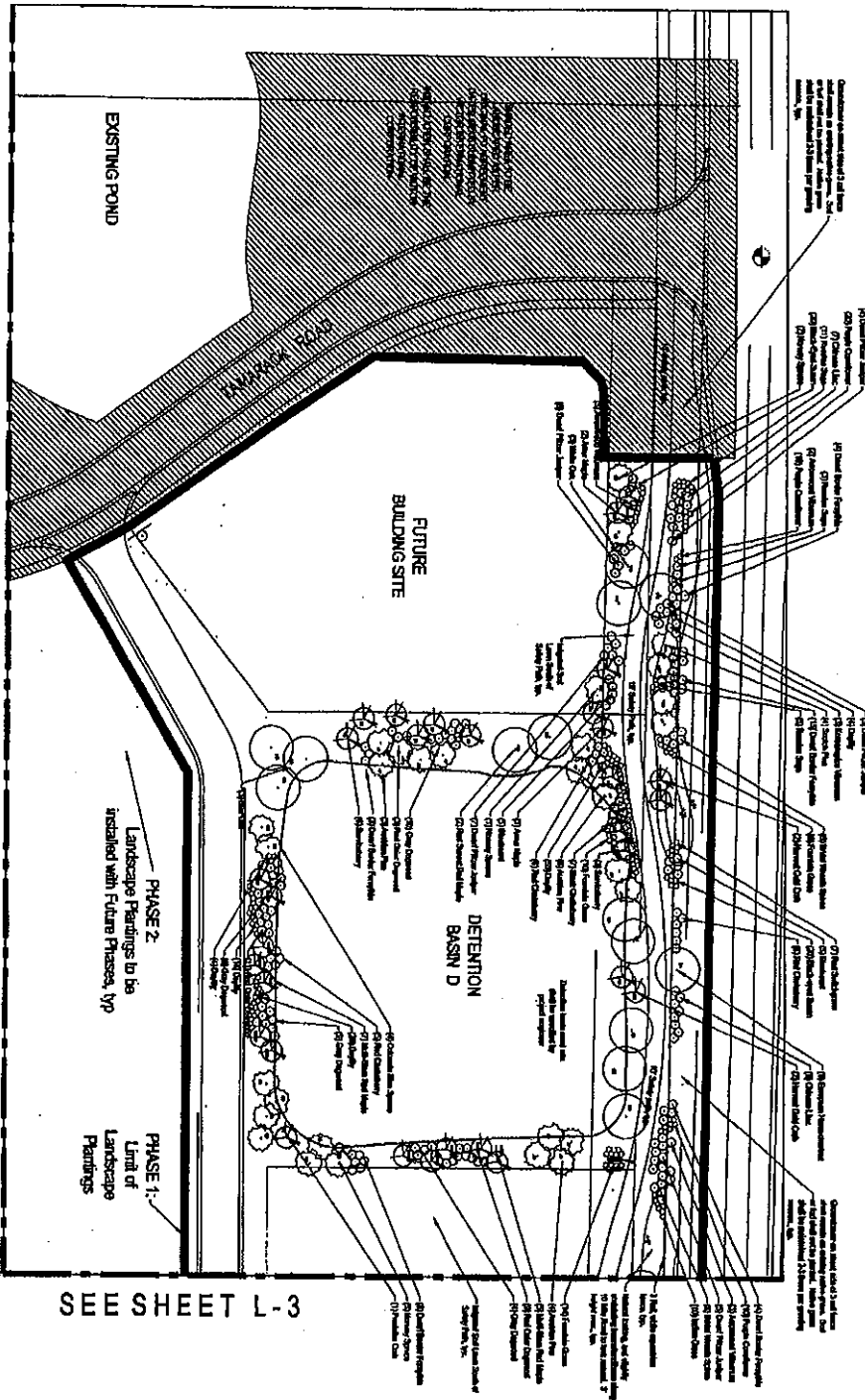


Phase 1
Landscape Part
Proposed Landscaping to PD Amendment & RFD Amendment #1
RFD Add 588 7881

Client: Copperwood Plaza
Project: Phase 1 Landscape Part
Date: 11.20.08
Sheet: 1-2.0R

J P PINK PARTNERS INC
Landscape Architects
11000 N. 19th Ave., Suite 100
Denver, CO 80202
Tel: 303.751.1100
Fax: 303.751.1101
www.jppink.com

Copperwood Plaza
Landscape Part
Proposed Landscaping to PD Amendment & RFD Amendment #1
RFD Add 588 7881



SEE SHEET L-5

SEE SHEET L-3

Planting Note:
 All perennials and ornamental grasses shall be planted on chain centers so as to form a single mass appearance with one planting session.
 Steel edging to be installed at all drive planting beds throughout the site.



LANDSCAPE SHEET: L-2, 1R

<p>Phase 1 Landscape Plan: Proposed Landscapes to PD Amendment A for All Site Plan</p>	<p>1000 COMPANION, LLC 2500 West 10th Avenue Suite 100 Denver, CO 80202 303.733.8888</p>
<p>10/10/08 J. P. PINK PARTNERS INC. 1000 WEST 10TH AVENUE SUITE 100 DENVER, CO 80202 303.733.8888</p>	<p>303.733.8888 J. P. PINK PARTNERS INC. 1000 WEST 10TH AVENUE SUITE 100 DENVER, CO 80202</p>
<p>DATE: 10/10/08 DRAWN BY: JPP CHECKED BY: JPP</p>	<p>DATE: 10/10/08 DRAWN BY: JPP CHECKED BY: JPP</p>

Copperwood Plaza

J. P. PINK PARTNERS INC.

1000 WEST 10TH AVENUE SUITE 100 DENVER, CO 80202 303.733.8888

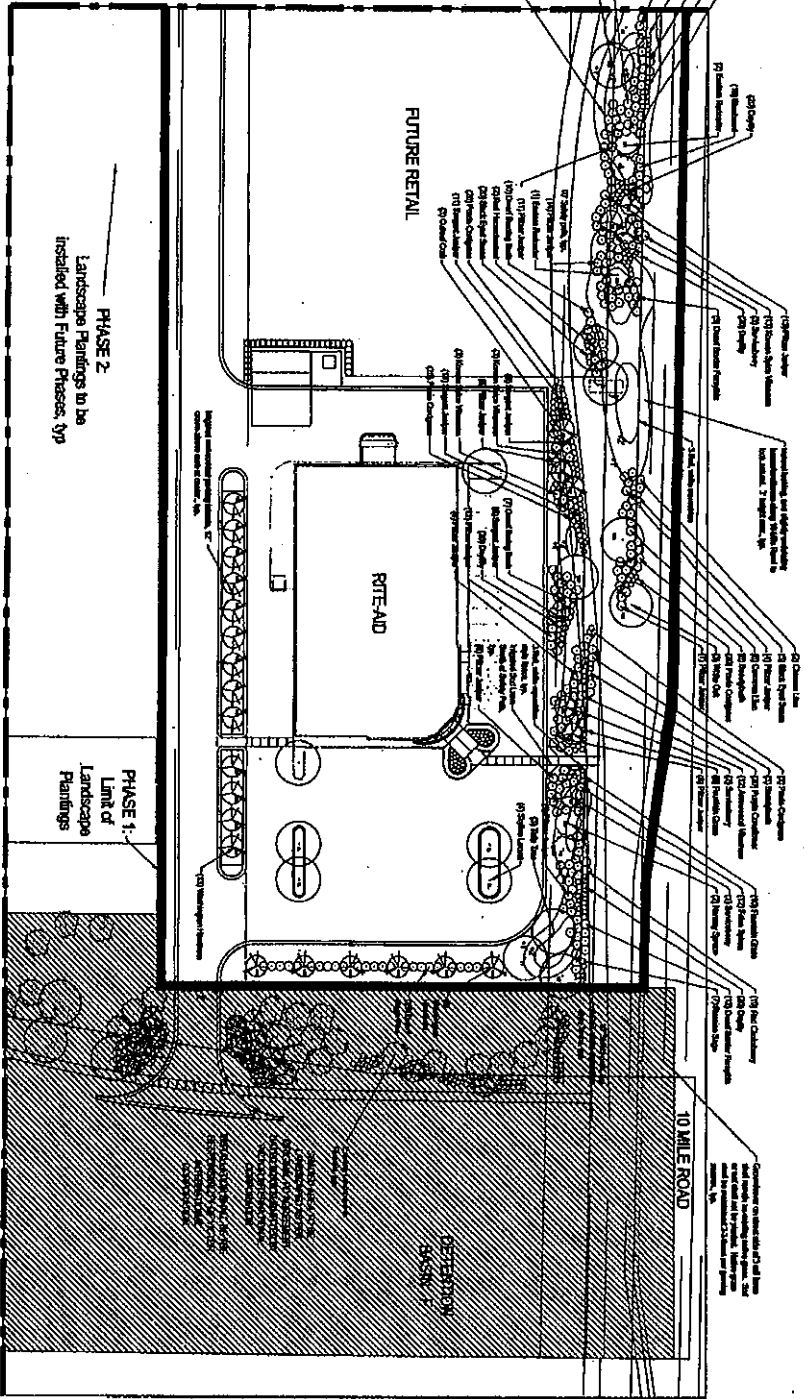
J. P. PINK PARTNERS INC.

1000 WEST 10TH AVENUE SUITE 100 DENVER, CO 80202 303.733.8888



SEE SHEET L-2

SEE SHEET L-4

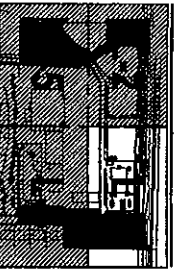


PHASE 2
Landscape Plantings to be
installed with Future Phases, YTP

PHASE 1
Limit of
Landscape
Plantings

Planting Note:
All perennials and
ornamental grasses shall be
planted on clear centers so
as to form a "stage" mass
appearance within each
planting masses.
Shall edge to be installed
at all final planting level and
lines, YTP.

LANDSCAPE SHEET LIST:



**J EPPINK
FARMERS INC**

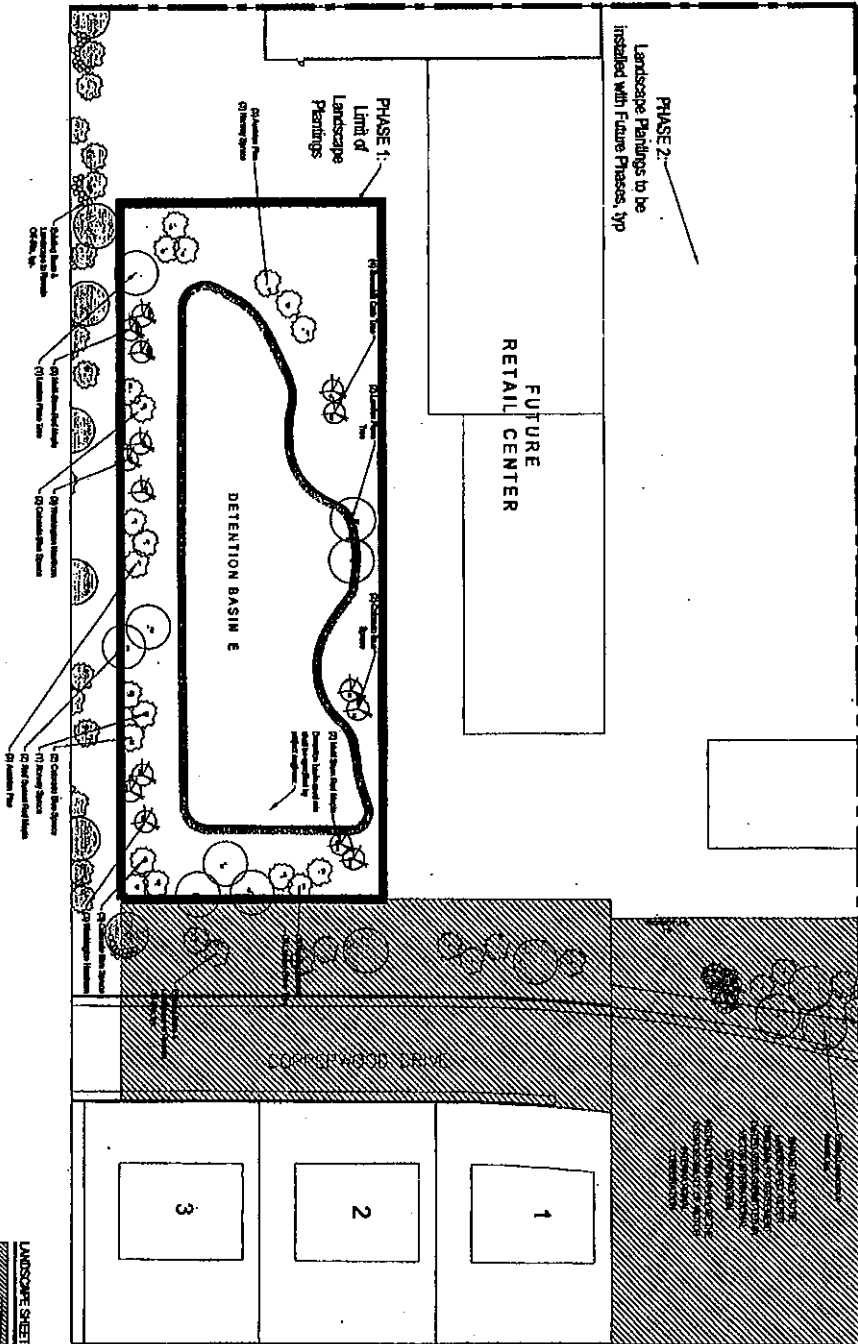
Copperwood
Pizza
Plaza

Phase 1
Landscape Plant
Proposed Installation
to 2014 Amendment to
Site Plan

L-22R



SEE SHEET L-5

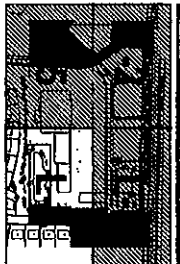


PHASE 2
Landscape Plantings to be installed with Future Phases, typ

FUTURE
RETAIL
CENTER

DETENTION BASIN E

SEE SHEET L-3



LANDSCAPE SHEET KEY

Phase 1
Landscape Plan
Proposed Modification to PD Amendment & Rule Add SNA Plan

Project: 171000
Site: 171000
Phase: 1
Scale: 1/4" = 1'-0"

Prepared by: JEP/MLP
Reviewed by: JEP/MLP
Approved by: JEP/MLP
Date: 08/08/07

Project No: 080807
Sheet No: L-2.3R

DATE: 08/08/07

Copperwood Plaza

Project: 171000
Site: 171000
Phase: 1
Scale: 1/4" = 1'-0"

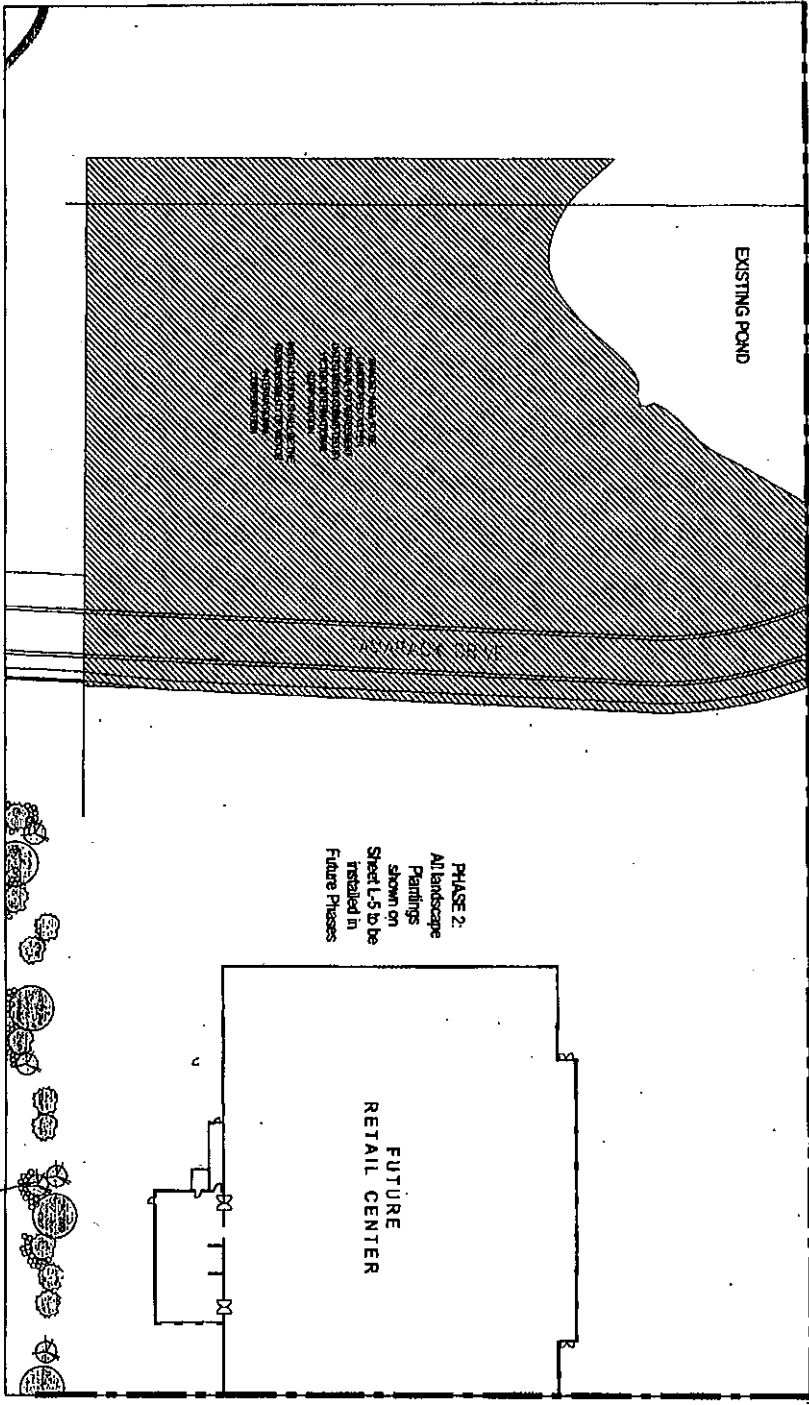
Prepared by: JEP/MLP
Reviewed by: JEP/MLP
Approved by: JEP/MLP
Date: 08/08/07

Project No: 080807
Sheet No: L-2.3R

JEP PINK PARTNERS INC

171000
171000
171000
171000





SEE SHEET L-2

SEE SHEET L-4



LANDSCAPE SHEET NET

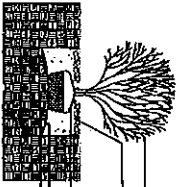
Project Name	Copperwood Plaza
Phase	Phase 1
Client	Landscaping, Inc.
Project Manager	Project Manager
Scale	1" = 10'
Date	11/11/08
Sheet No.	L-2.4R
Project No.	11111111
Revision	1
Author	11/11/08
Checker	11/11/08
Appr.	11/11/08
Scale	1" = 10'
Date	11/11/08
Sheet No.	L-2.4R

Copperwood Plaza
 Landscaping, Inc.
 11111111
 11/11/08

I EPPINK PARTNERS INC
 11111111
 11/11/08



PLANTING DETAIL

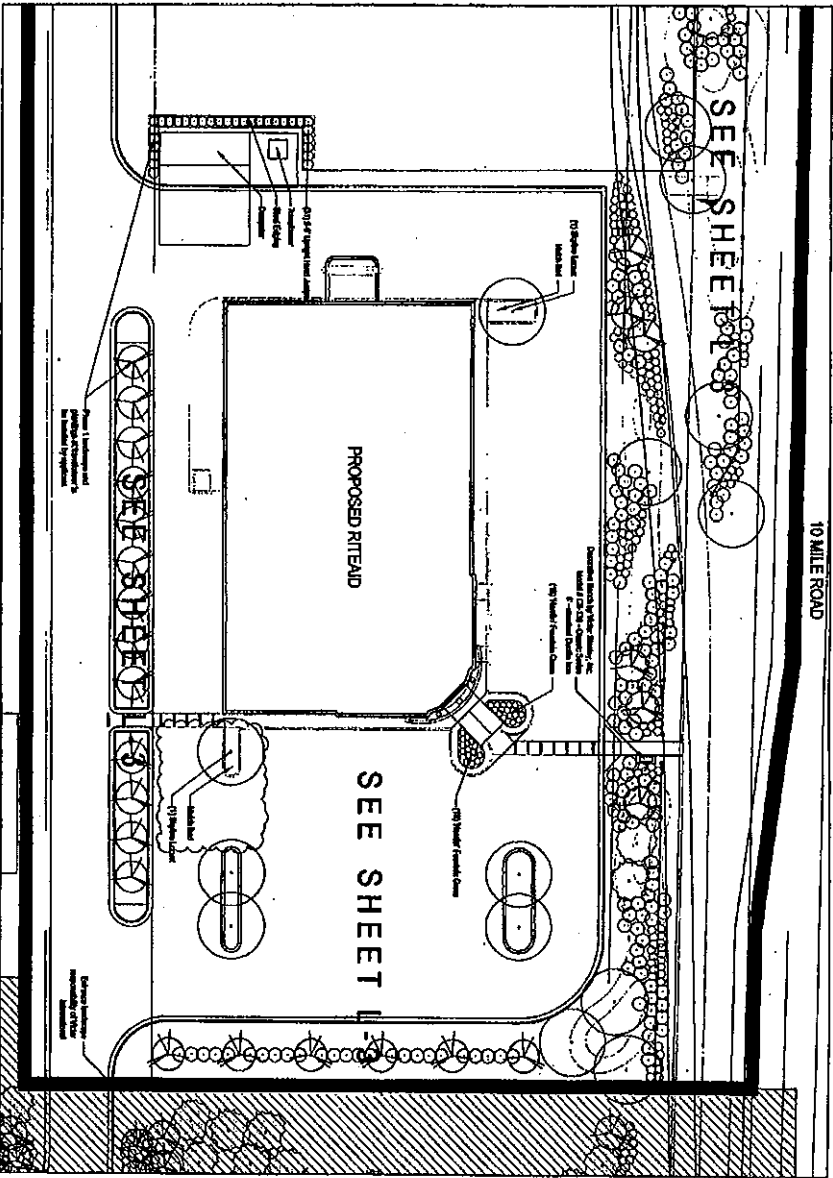


PLANTING - BALL AND BURLAP, TOP
 SEE SHEET FOR DETAILS OF PLANTING

PLANT LIST: (continued to Page 1 Plant List)

Plant Name	Quantity	Notes
1. [Plant Name]	1	[Notes]
2. [Plant Name]	1	[Notes]
3. [Plant Name]	1	[Notes]
4. [Plant Name]	1	[Notes]

RITEND LANDSCAPE PLAN



LEPPINK PARTNERS INC.
 Landscape Architecture
 10100 Woodloch Forest Dr.
 Columbus, OH 43240
 Phone: 614.292.1111
 Fax: 614.292.1112
 www.leppink.com

Copperwood Pizzeria
 Landscape Plan
 Prepared by: J. Leppink
 Date: 08/15/2005
 Scale: 1/8" = 1'-0"

Ritend Landscape Plan
 Project No: 05-0001
 Date: 08/15/2005
 Scale: 1/8" = 1'-0"

LEPPINK PARTNERS INC.
 Landscape Architecture
 10100 Woodloch Forest Dr.
 Columbus, OH 43240
 Phone: 614.292.1111
 Fax: 614.292.1112
 www.leppink.com



LEPPINK PARTNERS INC.
 Landscape Architecture
 10100 Woodloch Forest Dr.
 Columbus, OH 43240
 Phone: 614.292.1111
 Fax: 614.292.1112
 www.leppink.com

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2010 JUL 13 AM 9:29

LIBER 42205 PG 591

126706
LIBER 42205 PAGE 591
\$31.00 MISC RECORDING
\$4.00 REMONUMENTATION
07/13/2010 09:41:08 A.M. RECEIPT# 51438

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

FOURTH AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT COPPERWOOD PLANNED DEVELOPMENT

This Fourth Amendment to the Planned Development Agreement ("Fourth Amendment") is made this 28th day of May, 2010 by and among LYON COPPERWOOD, L.L.C., whose address is 27600 Northwestern Highway, Suite 200, Southfield, Michigan 48034, ("Lyon Copperwood"), DAVID V. JOHNSON, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326, ("DVJ"), COPPERWOOD RD., L.L.C., a Michigan limited liability company, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326, ("Copperwood"); and THE CHARTER TOWNSHIP OF LYON, a Michigan municipal corporation, whose address is 58000 Grand River Avenue, New Hudson, Michigan 48165, (the "Township"). DVJ and Copperwood are sometimes hereinafter collectively referred to as the "Original Developer" and the Township, DVJ and Copperwood are sometimes collectively referred to as the "Developer". Lyon Copperwood, DVJ, Copperwood and Township are sometimes collectively referred to herein as the "Parties".

WITNESSETH:

This Fourth Amendment is made based upon the following underlying facts and circumstances:

A. The Original Developer and the Township entered into and executed a Planned Development Agreement dated May 10, 2005, with regard to the real property more particularly described in Exhibit A attached hereto and incorporated herein (the "PD Property"), which was recorded on May 10, 2005, in Liber 35476, Pages 418 through 612, inclusive, Oakland County Records. Except as otherwise defined herein, capitalized terms shall have the meaning as set forth in the Agreement.

B. The Original Developer and the Township entered into a First Amendment to the Planned Development Agreement on September 13, 2005, with regard to the PD Property, which First Amendment was recorded on September 15, 2005, at Liber 36260, Page 198, Oakland County Records.

C. The Original Developer and the Township entered into a Second Amendment to Planned Development Agreement on October 20, 2006, with regard to the PD Property, which Second Amendment was recorded on November 3, 2006, at Liber 38342, Page 242, Oakland County Records. Said Planned Development Agreement as amended by the First Amendment and the Second Amendment shall hereinafter collectively be referred to as the "Agreement".

D. The Parties entered into a Third Amendment to Planned Development Agreement on September 4, 2007 with regard to the PD Property, which Third Amendment was recorded on September 10, 2007 at Liber 39549, Page 209, Oakland County Records. Said Planned Development Agreement as amended by the First Amendment, the Second Amendment and Third Amendment shall hereinafter collectively be referred to as the "Agreement".

E. The Township received the approval of the Road Commission for Oakland County to construct the center turn lane along the entire frontage of the Property as was required by paragraph 10 Roads and Driveways (f) of the original PD Agreement. It was subsequently determined during the attempted construction of the center turn lane that the subsurface conditions were not stable enough for the construction of the center turn lane along the entire frontage of the Property to occur and the Road Commission for Oakland County denied the Township's original permit to construct said center turn lane.

F. The Road Commission for Oakland County believes that the proposed change from construction of a center turn lane along the entire frontage of the Property as originally contemplated to the construction of a center turn lane at the west entrance into the Development and a passing lane north of the westbound lane across from the east entrance into the Development as presently proposed will not materially diminish the ease of access to the Property.

G. The Parties wish to further amend this Agreement as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises described herein below, the Parties intend to be legally bound by this Fourth Amendment, and agree as follows:

1. Paragraph 10 Roads and Driveways (f) shall be amended in its entirety and fully restated as follows:

Developer has deposited Three Hundred Thousand (\$300,000.00) Dollars ("Escrow") into escrow with the Township Treasurer at the time the PD Agreement was approved and executed. The Township has delivered permits for the construction of the internal roads and first residences within the Property subject to the terms and conditions of an Escrow Agreement which were executed between Developer and the Township. The Township has certified to the Developer that utilities are available at the property line or not further from opposite the property on the north side of Ten Mile Road at Johns Road. The Escrow shall be used to make Ten Mile Road

improvements abutting the Property ("Road Improvements") in the following order:

- i) Install a center turn lane at the west entrance into the Development; install a passing lane north of the westbound lane across from the east entrance of the Development as depicted in the attached Exhibit A;
- ii) For a traffic signal at Ten Mile and Johns Roads; then
- iii) To other such Road Improvements.

IN WITNESS WHEREOF, the Parties execute this Amendment and make this Amendment effective as the date first written above.

WITNESSES

DEVELOPER:

Jennifer Merriman
Linda Parker

COPPERWOOD RD, L.L.C., A Michigan limited liability company

By: David V. Johnson
 Its: Chairman

STATE OF MICHIGAN)
)SS
 COUNTY OF ~~OAKLAND~~
 Emmet

On this 28th day of May, 2010, before me, a Notary Public, in and for the said county, personally appeared to me, David V. Johnson, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be his free act and deed, individually and as Chairman of Copperwood RD, L.L.C., a Michigan limited liability company.

Linda Parker

Linda Parker, Notary Public
 Emmet County, Michigan
 My comm. expires: 7/8/2011
 Acting in Emmet County

Notary Public
 County, MI
 My commission expires: _____
 Acting in Oakland County, MI

WITNESSES

Jennifer Merriman
Linda Parker

David V. Johnson
DAVID V. JOHNSON, Individually

STATE OF MICHIGAN)
)SS
COUNTY OF ~~OAKLAND~~
 Emmet

On this 28th day of May, 2010, before me, a Notary Public, in and for the said county, personally appeared to me, David V. Johnson, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be his free act and deed.

Linda Parker, Notary Public
Emmet County, Michigan
My comm. expires: 7/8/2011
Acting in Emmet County

Linda Parker
Notary Public
 County, MI
My commission expires: _____
Acting in ~~Oakland~~ County, MI

WITNESSES

LYON COPPERWOOD, L.L.C.,
A Michigan limited liability company

By: William E. Watch
Its: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this ___ day of _____, 2010, before me, a Notary Public, in and for the said county, personally appeared to me, William E. Watch, known to be the same person described

WITNESSES

DAVID V. JOHNSON, Individually

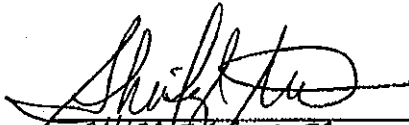
STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

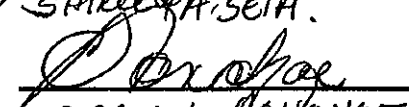
On this ___ day of _____, 2010, before me, a Notary Public, in and for the said county, personally appeared to me, David V. Johnson, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be his free act and deed.

Notary Public
 County, MI
My commission expires: _____
Acting in Oakland County, MI


WITNESSES

LYON COPPERWOOD, L.L.C.,
A Michigan limited liability company



SHIRLEY A. SETA


CAROL L. CONOHOE

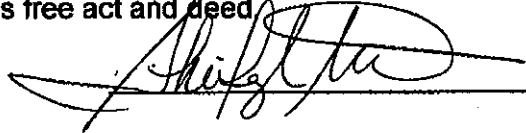


By: William E. Watch
Its: Manager

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 7 day of JUNE, 2010, before me, a Notary Public, in and for the said county, personally appeared to me, William E. Watch, known to be the same person described

herein and who executed the within instrument as Manager of Lyon Copperwood, L.L.C., who acknowledged the same to be his free act and deed



Shirley A. Seta
Notary Public, Macomb County, MI
Acting in Oakland County
My Commission Expires June 16, 2013

Notary Public
County, MI
My commission expires: 6-16-2013
Acting in Oakland County, MI

WITNESSES

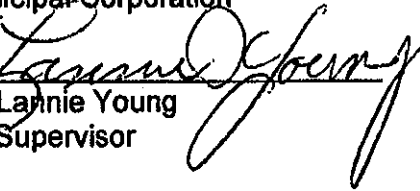


MATTHEW C. DUMAS
Kimberly Wolfe
Kimberly wife
STATE OF MICHIGAN)

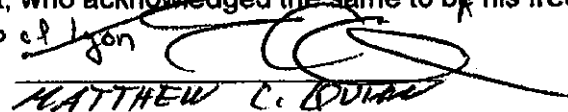
)SS

COUNTY OF OAKLAND)

CHARTER TOWNSHIP OF LYON, a Michigan municipal Corporation

By: 
Lannie Young
Its: Supervisor

On this 6 day of JULY, 2010, before me, a Notary Public, in and for the said county, personally appeared to me, Lannie Young, known to be the same person described herein and who executed the within instrument, who acknowledged the same to be his free act and deed. * Supervisor, Charter Township of Lyon



MATTHEW C. DUMAS
Notary Public
OAKLAND County, MI
My commission expires: 4-11-11
Acting in Oakland County, MI

WITNESSES

CHARTER TOWNSHIP OF LYON, A Michigan municipal Corporation

[Signature]
MATTHEW C. QUINN
[Signature]
Kimberly Wolfe

By: [Signature]
Michele Cash
Its: Clerk

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

On this 6 day of JULY, 2010, before me, a Notary Public, in and for the said county, personally appeared to me, Michele Cash,* known to be the same person described herein and who executed the within instrument, who acknowledged the same to be her free act and deed. * Clerk, Charter Township of Lyon.

[Signature]
MATTHEW C. QUINN
Notary Public
OAKLAND County, MI
My commission expires: 4-11-11
Acting in Oakland County, MI

Drafted by and when recorded return to:
Matthew C. Quinn, Esq.
Gabe, Quinn & Seymour
1026 West Eleven Mile Road
Royal Oak, MI 48067

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST ¼ AND THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS:

BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION, SAID NORTH ¼ CORNER BEING THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88°49'28" EAST 1335.98 FEET TO THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 25; THENCE ALONG SAID EAST LINE, SOUTH 00°27'40" WEST 2661.02 FEET TO THE EAST 1 WEST ¼ LINE OF SAID SECTION; THENCE ALONG SAID ¼ LINE; NORTH 89°24'00" WEST 1329.85 FEET TO THE CENTER OF SECTION AS MONUMENTED; THENCE ALONG SAID ¼ LINE, NORTH 89°44'22" WEST 673.25 FEET TO THE WEST LINE OF THE EAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION; THENCE ALONG SAID WEST LINE, NORTH 00°37'12" EAST 1837.68 FEET; THENCE NORTH 89°40'17" EAST 553.91 FEET; THENCE NORTH 00°20'10" EAST 829.99 FEET TO THE NORTH LINE OF SAID SECTION; THENCE ALONG SAID NORTH LINE, NORTH 89°40'21" EAST 110.08 FEET TO THE POINT OF BEGINNING.

Tax Parcel Identification Nos. 21-25-200-001 and 21-25-200-014

N/K/A

Copperwood Condominium: Parcel No. 21-25-251-000ent, OCCP # 1801

9001801

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2012 MAR 21 AM 10:38

LIBER 43900 PAGE 309
\$52.00 MISC RECORDING
\$4.00 REMONUMENTATION
03/02/2012 11:24:41 AM RECEIPT# 19492
PAID RECORDED - Oakland County, MI
Bill Bullard Jr., Clerk/Register of Deeds

**FIFTH AMENDMENT TO PLANNED DEVELOPMENT AGREEMENT
COPPERWOOD PLANNED DEVELOPMENT**

This Fifth Amendment to the Planned Development Agreement (this "Fifth Amendment") is made this 28th day of February, 2012 by and among 2DJ LLC, a Michigan limited liability company, the address of which is 24359 Northwestern Highway, Suite 150, Southfield, Michigan 48075 ("2DJ"), DAVID V. JOHNSON, whose address is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326 ("DVJ"), COPPERWOOD RD, L.L.C., a Michigan limited liability company, the address of which is 2601 Cambridge Court, Suite 310, Auburn Hills, Michigan 48326 ("Copperwood RD"); and THE CHARTER TOWNSHIP OF LYON, a Michigan municipal corporation, the address of which is 58000 Grand River Avenue, New Hudson, Michigan 48165 (the "Township").

DVJ and Copperwood RD are sometimes collectively referred to as the "Developer". 2DJ, DVJ, Copperwood RD and the Township are sometimes collectively referred to as the "Parties".

WITNESSETH

This Fifth Amendment is made based upon the following underlying facts and circumstances:

- A. The Developer and the Township entered into and executed a Planned Development Agreement with regard to the real property more particularly described in Exhibit A attached hereto and incorporated herein (the "PD Property"), dated May 10, 2005 and recorded May 10, 2005, in Liber 35476, Page 418, Oakland County Records (the "Planned Development Agreement").
- B. The Developer and the Township entered into a First Amendment to the Planned Development Agreement dated September 13, 2005 and recorded September 15, 2005, in Liber 36260, Page 198, Oakland County Records (the "First Amendment").
- C. The Developer and the Township entered into a Second Amendment to the Planned Development Agreement dated October 20, 2006 and recorded on November 3, 2006, in Liber 38342, Page 242, Oakland County Records (the "Second Amendment").
- D. The Parties entered into a Third Amendment to the Planned Development Agreement dated September 4, 2007 and recorded September 10, 2007, in Liber 39549, Page 209, Oakland County Records (the "Third Amendment").

OK - AN

O.K. - RC

- E. The Parties entered into a Fourth Amendment to the Planned Development Agreement dated May 28, 2010 and recorded July 13, 2010, in Liber 42205, Page 591, Oakland County Records (the "Fourth Amendment"). The Planned Development Agreement, as amended by the First Amendment, Second Amendment, Third Amendment and Fourth Amendment shall hereinafter collectively be referred to as the "Agreement".
- F. The Parties wish to further amend the Agreement as provided herein. Capitalized terms appearing, but not otherwise defined, in this Fifth Amendment shall have the meanings ascribed to them in the Agreement.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties intend to be legally bound by this Fifth Amendment and hereby agree as follows:

1. Paragraph 3 of the Agreement is amended to include "Oakland County Condominium Plan No. 1808 Second Amendment to Exhibit B to the Amended Master Deed of Copperwood Condominium" attached as Exhibit B hereto and incorporated herein.
2. Paragraph 4(b) of the Agreement is amended such that the following language is deleted in its entirety from the first sentence: "With respect to the portions of the Planned Development under control of the Developer".
3. Paragraph 8(2) of the Agreement is deleted and replaced in its entirety with the following language: "The front yard, side yard and rear yard setbacks for each Unit are depicted on Exhibit B to the Amended Master Deed of Copperwood Condominium".
4. In all respects, except as amended by this Fifth Amendment and as previously amended, the Agreement, as amended or modified, remains in full force and effect and is hereby ratified, confirmed and redeclared. In the event that there is a conflict between the provisions of this Fifth Amendment and the provisions of the Agreement and the Exhibits thereto, the provisions of this Fifth Amendment shall control.

IN WITNESS WHEREOF, the Parties execute this Fifth Amendment and make this Fifth Amendment effective as of the date first written above.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

COPPERWOOD RD, L.L.C.,
a Michigan limited liability company

By: Victor International Corporation,
a Michigan corporation
Its: Member

By: Jennifer Merriman
Jennifer Merriman, Vice President

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of February, 2012, by Jennifer Merriman, the Vice President of Victor International Corporation, a Michigan corporation, a Member of Copperwood RD, L.L.C., a Michigan limited liability company, on behalf of the corporation and the limited liability company.

G. M. DIMARZIO
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Sep 6, 2018
ACTING IN COUNTY OF OAKLAND

G.M. Dimarzio
Notary Public, Macomb County, Michigan
My commission expires: 9/6/13
Acting in the County of Oakland

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

CHARTER TOWNSHIP OF LYON,
a Michigan municipal corporation

By: Lannie D. Young
Its: Supervisor

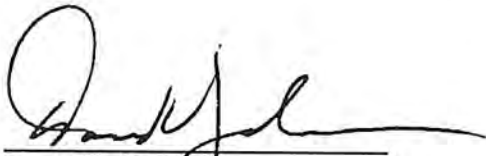
STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 24 day of February, 2012, by Lannie Young, the Supervisor of Charter Township of Lyon, a Michigan municipal corporation, on behalf of the corporation.

Ross M. Case
Notary Public, State of Michigan
County of Oakland
My Commission Expires May 1, 2014
Acting in the County of Oakland

Ross M. Case
Notary Public, Oakland County, Michigan
My commission expires: 5/1/2014
Acting in the County of Oakland

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

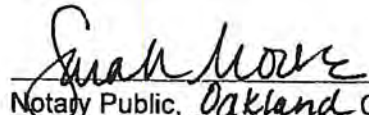


David V. Johnson

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23 day of February, 2012, by David V. Johnson.

SARAH MOORE
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Jul 1, 2015
ACTING IN COUNTY OF Oakland



Notary Public, Oakland County, Michigan
My commission expires: July 1, 2015
Acting in the County of Oakland

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

2DJ LLC,
a Michigan limited liability company

By: [Signature]
Its Managing member

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 29 day of February, 2012, by James A. Hiller the Managing member of 2DJ LLC, a Michigan limited liability company, on behalf of the limited liability company.

Notary Public, _____ County, Michigan
My commission expires: _____
Acting in the County of _____

[Signature]
RUTH ANNE HOWARD
Notary Public, State of Michigan
County of Oakland
My Commission Expires Aug. 12, 2012
Acting in the County of Oakland
[Signature]

Drafted by and after recording return to:
Jennifer Merriman
2601 Cambridge Court, Suite 310
Auburn Hills, Michigan 48326

EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST ¼ AND THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:

BEGINNING AT THE NORTH ¼ CORNER OF SAID SECTION, SAID NORTH ¼ CORNER BEING THE POINT OF BEGINNING, THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 88°49'28" EAST 1335.98 FEET TO THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SAID SECTION 25; THENCE ALONG SAID EAST LINE, SOUTH 00°27'40" WEST 2661.02 FEET TO THE EAST ¼ WEST ¼ LINE OF SAID SECTION; THENCE ALONG SAID ¼ LINE; NORTH 89°24'00" WEST 1329.85 FEET TO THE CENTER OF SECTION AS MONUMENTED; THENCE ALONG SAID ¼ LINE, NORTH 89°44'22" WEST 673.25 FEET TO THE WEST LINE OF THE EAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION; THENCE ALONG SAID WEST LINE, NORTH 00°37'12" EAST 1837.68 FEET; THENCE NORTH 89°40'17" EAST 553.91 FEET; THENCE NORTH 00°20'10" EAST 829.99 FEET TO THE NORTH LINE OF SAID SECTION; THENCE ALONG SAID NORTH LINE, NORTH 89°40'21" EAST 110.08 FEET TO THE POINT OF BEGINNING.

Tax Parcel Identification Nos. 21-25-200-001 and 21-25-200-014

N/K/A

Copperwood Condominium: Parcel No. 21-25-251-000ent, OCCP # 1801

OAKLAND COUNTY CONDOMINIUM PLAN NO. 1808

SECOND AMMENDMENT TO EXHIBIT B TO THE AMENDED MASTER DEED OF

COPPERWOOD CONDOMINIUM

LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

DEVELOPER:

COPPERWOOD RD, LLC
2601 CAMBRIDGE COURT, SUITE 310
AUBURN HILLS, MICHIGAN 48326
PHONE: (248) 364-2400

SURVEYOR:

SPALDING DEDECKER ASSOCIATES, INC.
905 SOUTH BLVD, EAST
ROCHESTER HILLS, MICHIGAN 48307
PHONE: (248) 844-5400

PROPERTY DESCRIPTION

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS:
COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION, THENCE ALONG THE NORTH LINE OF SAID SECTION, SOUTH 89°29'17" EAST 1190.28 FEET, THENCE SUE W. 278.25 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89°29'17" EAST 1190.28 FEET, THENCE SUE W. 278.25 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 89°29'17" WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION, THENCE ALONG SAID EAST LINE, SOUTH 00°07'40" WEST 2129.38 FEET TO THE EAST/WEST 1/4 LINE OF SAID SECTION, THENCE ALONG SAID 1/4 LINE, NORTH 89°44'22" WEST 673.25 FEET TO THE WEST LINE OF SECTION 25 OF SAID TOWNSHIP, THENCE ALONG SAID 1/4 LINE, NORTH 89°44'22" WEST 673.25 FEET TO THE WEST LINE OF SECTION 1/2 OF SAID SECTION, THENCE ALONG SAID 1/2 LINE, NORTH 89°44'22" WEST 1346.50 FEET TO THE WEST LINE OF SECTION 1/4 OF SAID SECTION, THENCE ALONG SAID 1/4 LINE, NORTH 89°44'22" WEST 673.25 FEET TO THE POINT OF BEGINNING, CONTAINING 86.3423 ACRES.

SHEET INDEX

- ** 1. COVER SHEET
- ** 2. SURVEY PLAN
- ** 3. SITE KEY PLAN
- ** 4. SITE PLAN
- ** 5. SITE PLAN
- ** 6. SITE PLAN
- ** 7. SITE PLAN
- ** 8. SITE PLAN
- ** 9. SITE PLAN
- ** 10. UTILITY KEY PLAN
- ** 11. UTILITY PLAN
- ** 12. UTILITY PLAN
- ** 13. UTILITY PLAN
- ** 14. UTILITY PLAN
- ** 15. UTILITY PLAN
- ** 16. UTILITY PLAN

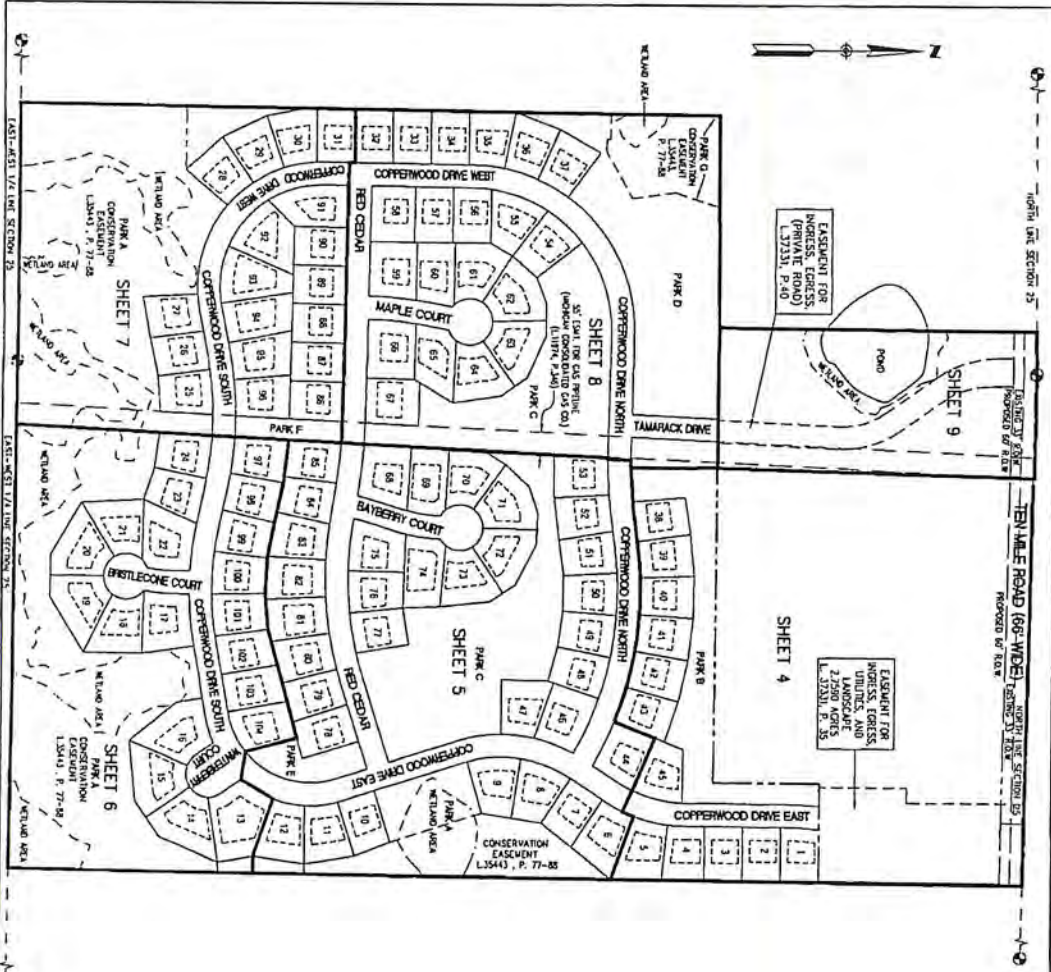
** DENOTES REVSIED SHEETS
DATED JANUARY 31, 2012

GEORGE W. PLATE
PROFESSIONAL SURVEYOR NO. 38121
905 SOUTH BLVD, EAST
ROCHESTER HILLS, MICHIGAN 48307

DATE

George W. Plate
1-31-2012

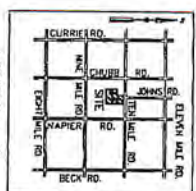




SITE KEY PLAN
COPPERWOOD
CONDOMINIUM



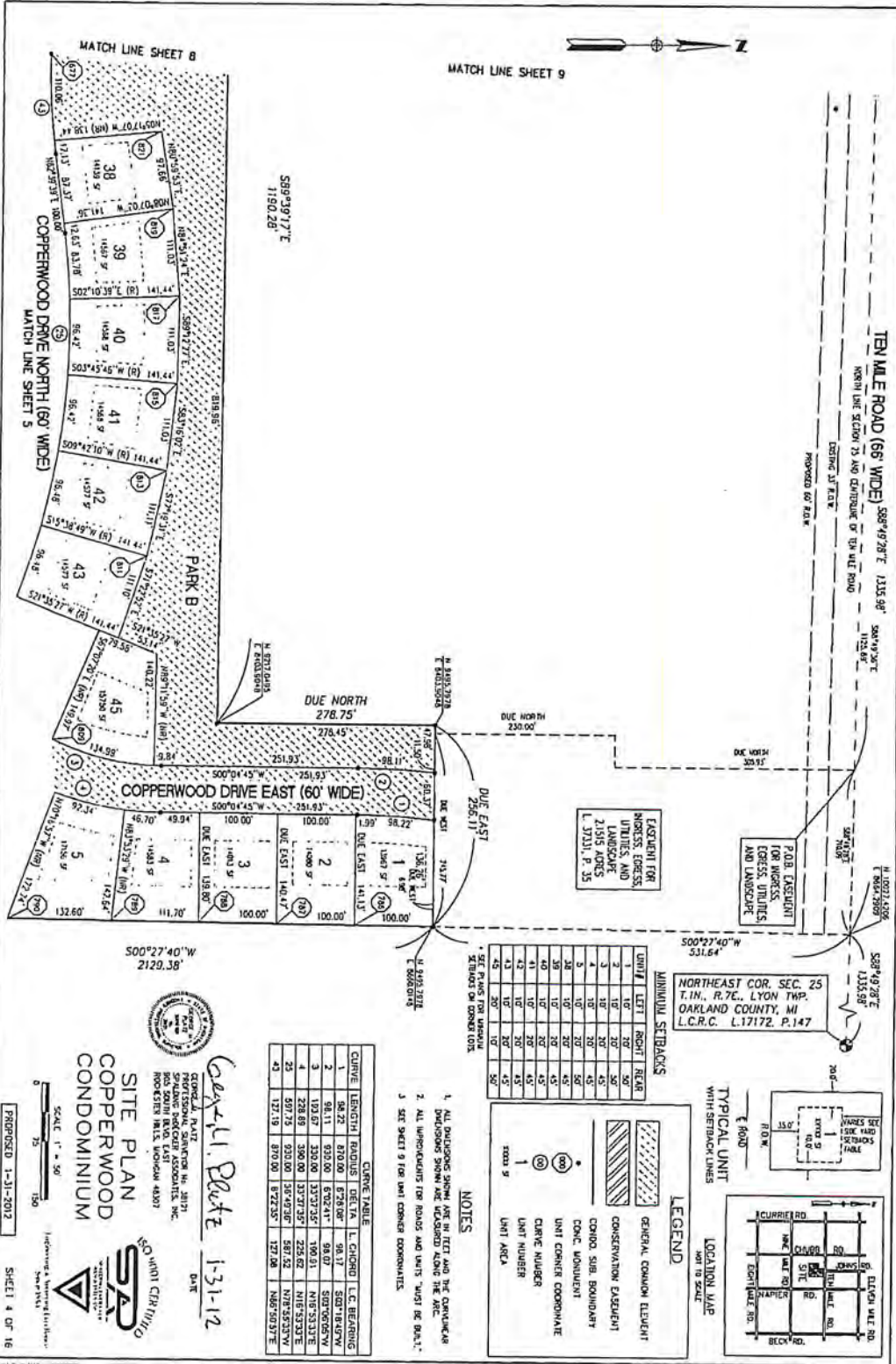
Derry Plat
 DATE 1-31-12
 GEORGE A. DEWITT
 REGISTERED PLANNING AND SURVEYING ENGINEER
 805 SOUTH BLVD. EAST
 ROCKFORD, ILL. 60087



SCALE 1" = 100'
 150'
 300'

PROPOSED 1-31-2012

SHEET 3 OF 18



MATCH LINE SHEET 8

MATCH LINE SHEET 9

COPPERWOOD DRIVE NORTH (60' WIDE)
MATCH LINE SHEET 5

PARK B

COPPERWOOD DRIVE EAST (60' WIDE)

500°27'40"W
2129.38'

S89°19'17"E
1190.28'

DUE NORTH
276.75'

DUE NORTH
230.00'

DUE EAST
256.11'

DUE EAST
256.11'

**SITE PLAN
COPPERWOOD
CONDOMINIUM**

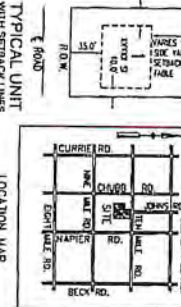
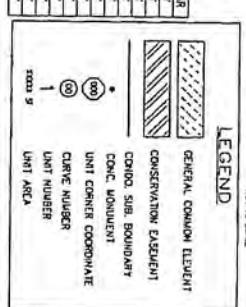


CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	L. CHORD	L.C. BEARING
1	84.22	870.00	6°26.08'	84.12	S02°18.00'W
2	98.11	933.00	6°52.41'	98.07	S02°06.05'W
3	120.07	1050.00	5°37.55'	120.51	N16°53.32'E
4	228.66	2000.00	3°27.35'	228.62	N16°53.32'E
23	697.75	6933.00	36°49.50'	687.52	N28°55.53'W
43	127.19	870.00	6°27.35'	127.08	N88°50.57'E

NOTES

1. ALL DIMENSIONS SHOWN ARE LEFT AND THE CONDUIT AND/OR DIMENSIONS SHOWN ARE LEFT AND THE CONDUIT.
2. ALL UNITS/POINTS FOR ROADS AND UNITS MUST BE DUAL.
3. SEE SHEET 9 FOR UNIT CORNER COORDINATES.



NORTHEAST COR. SEC. 25
T.1N., R.7E., LYON TWP.
OAKLAND COUNTY, MI
L.C.R.C. L.17172, P.147

JOB ASSUMPTIONS
FOR ADDRESS,
UTILITIES
AND LANDSCAPE

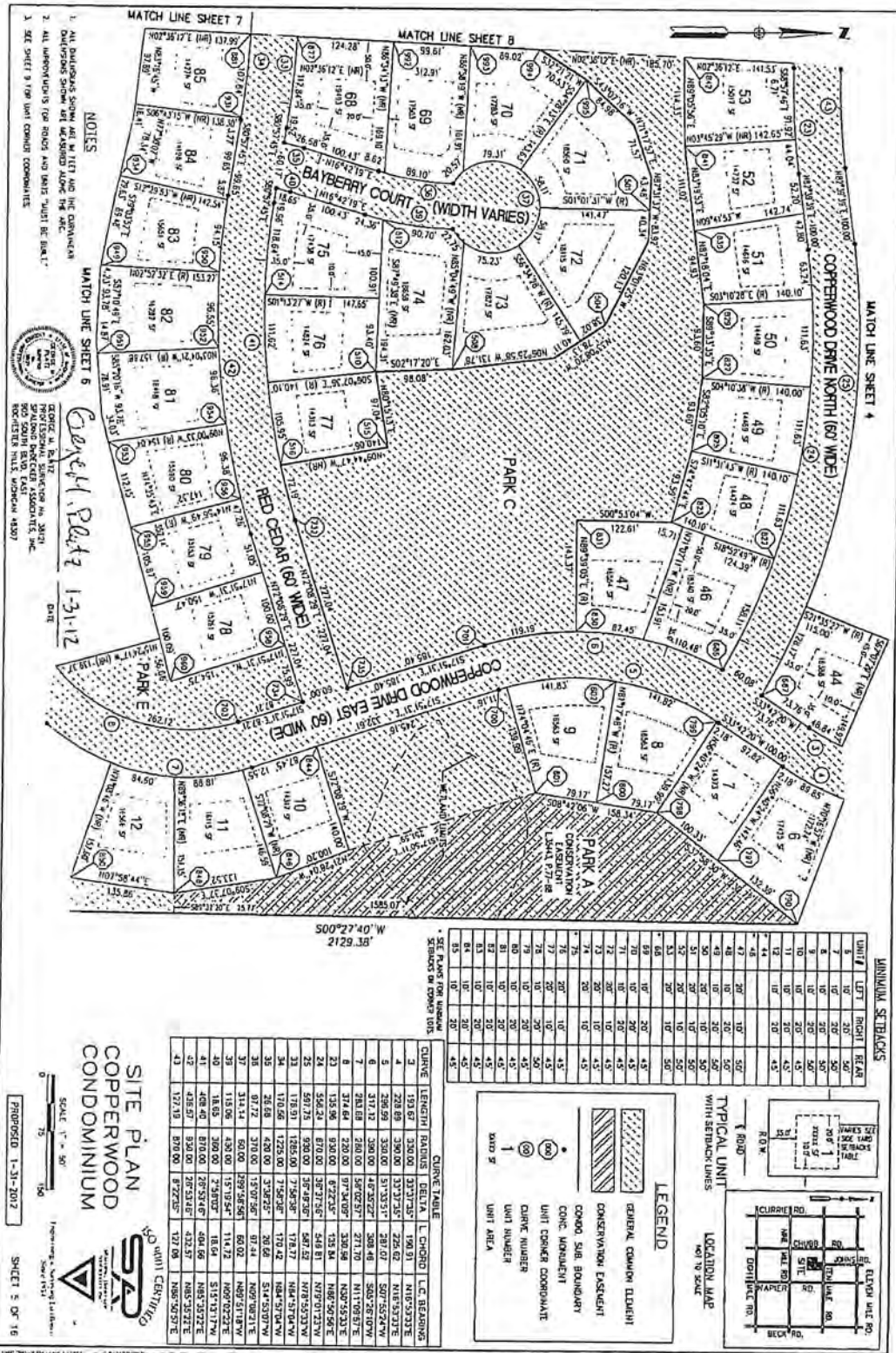
JOB ASSUMPTIONS
FOR UTILITIES,
EGRESS,
LANDSCAPE,
2.155 ACRES
37331, P. 35

TEN MILE ROAD (66' WIDE)
S88°49'28"E 1335.90'
S08°49'28"E 1335.90'
S08°49'28"E 1335.90'

PROPOSED 60' PARK



PROPOSED 1-31-2012
SHEET 4 OF 16



George A. Blatz
Professional Surveyor No. 38271
900 South Blvd. East
Rockledge Hills, Virginia 22097

DATE: 1-31-12

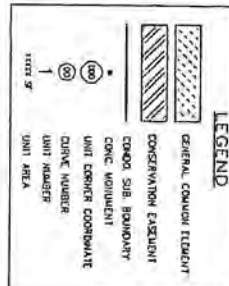
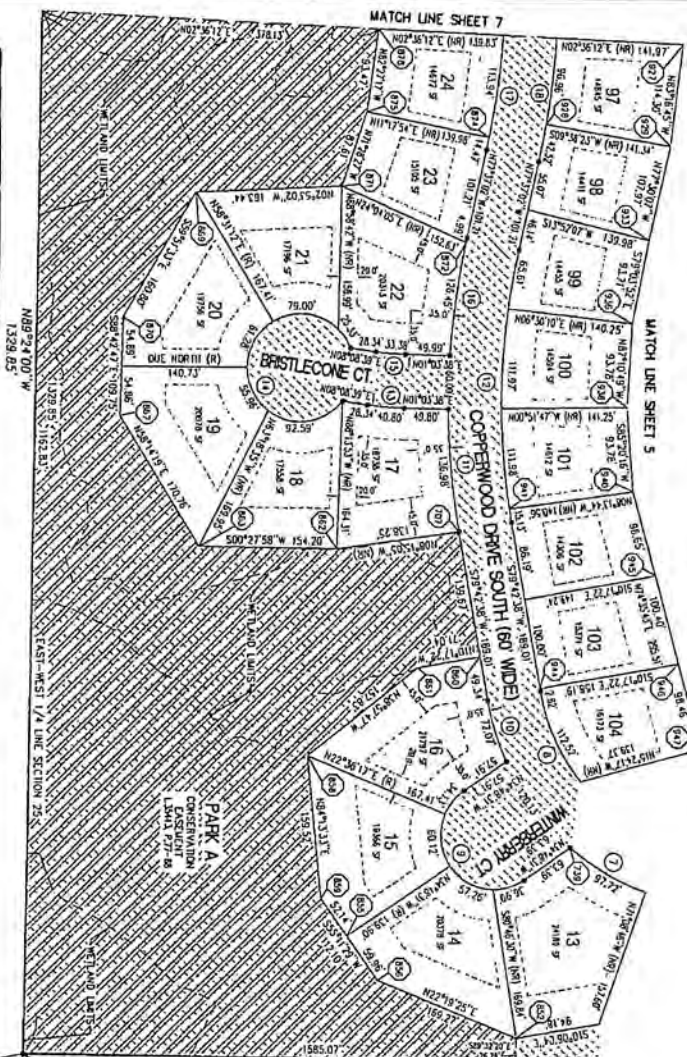
Project: Copperwood Condominium

SITE PLAN
COPPERWOOD
CONDOMINIUM

SCALE: 1" = 50'

PROPOSED 1-31-2017

SHEET 5 OF 16



GRADE	LENGTH	AREA	PERCENT	CONDO	1/4 SECTION	1/4 SECTION
7	283.56	200.00	1.80237	313.20	111.00000	111.00000
8	312.60	200.00	0.71207	330.00	108.00000	108.00000
9	184.50	60.00	0.00000	150.00	105.00000	105.00000
10	72.00	200.00	1.44444	71.87	102.00000	102.00000
11	136.00	60.00	0.72727	138.83	104.70000	104.70000
12	300.00	770.00	2.54545	300.71	104.70000	104.70000
13	40.00	330.00	7.05714	40.77	104.70000	104.70000
14	314.16	60.00	0.00000	60.00	104.70000	104.70000
15	312.00	270.00	0.75000	313.30	104.70000	104.70000
16	324.75	60.00	0.00000	323.28	104.70000	104.70000
17	300.75	60.00	0.20000	301.10	104.70000	104.70000



George H. Peltz 13112
 DATE: 1-31-12

EAST 1/4 COR. SEC. 25
 T. 1N., R. 7E., TOWNHIP
 OAKLAND COUNTY, MI
 C.R.C. 13746B, P. 401

SITE PLAN
 COPPERWOOD
 CONDOMINIUM

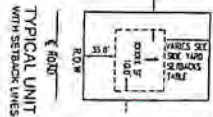
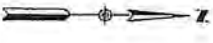


SCALE: 1" = 40'
 0 25 50
 PROPOSED 1-31-2012
 SHEET 6 OF 16

500°27'40"W
 2129.38'

UNIT #	LEFT	RIGHT	BEAR
13	10'	20'	45°
14	10'	20'	45°
15	20'	10'	50°
16	20'	10'	50°
17	10'	20'	45°
18	10'	20'	45°
19	20'	10'	45°
20	20'	10'	45°
21	20'	10'	45°
22	10'	20'	45°
23	10'	20'	45°
24	20'	10'	45°

POINT	NORTHING	EASTING
1	6058.937	6058.937
2	7579.735	6058.937
3	7579.735	6071.952
4	7579.735	6071.952
5	7724.993	6071.952
6	7724.993	6058.937
7	7724.993	6058.937
8	7724.993	6058.937
9	7724.993	6058.937
10	7724.993	6058.937
11	7724.993	6058.937
12	7724.993	6058.937
13	7724.993	6058.937
14	7724.993	6058.937
15	7724.993	6058.937
16	7724.993	6058.937
17	7724.993	6058.937
18	7724.993	6058.937
19	7724.993	6058.937
20	7724.993	6058.937
21	7724.993	6058.937
22	7724.993	6058.937
23	7724.993	6058.937
24	7724.993	6058.937



NOTES
 1. ALL DIMENSIONS SHOWN ARE IN FEET AND THE OAKLAND COUNTY, MI.
 2. ALL DIMENSIONS FOR ROADS AND DRIVE MUST BE MET.



WEST 1/4 COR. SEC. 25
1 IN. R.T.C. LYON TWP.
OAKLAND COUNTY MI
C.R.C. L-21489-P-402

CENTER SEC. 25
1 IN. R.T.C. LYON TWP.
OAKLAND COUNTY MI
RD 4 SQUARE CONC. MON.

MINIMAL SETBACKS

UNIT	LEFT	RIGHT	REAR
25	20'	10'	45'
26	20'	10'	45'
27	20'	10'	45'
28	10'	20'	45'
29	10'	20'	45'
30	10'	20'	45'
31	10'	20'	45'
32	10'	20'	45'
33	10'	20'	45'
34	10'	20'	45'
35	10'	20'	45'
36	10'	20'	45'
37	10'	20'	45'
38	10'	20'	45'
39	10'	20'	45'
40	10'	20'	45'
41	10'	20'	45'
42	10'	20'	45'
43	10'	20'	45'
44	10'	20'	45'
45	10'	20'	45'
46	10'	20'	45'
47	10'	20'	45'
48	10'	20'	45'
49	10'	20'	45'
50	10'	20'	45'
51	10'	20'	45'
52	10'	20'	45'
53	10'	20'	45'
54	10'	20'	45'
55	10'	20'	45'
56	10'	20'	45'
57	10'	20'	45'
58	10'	20'	45'
59	10'	20'	45'
60	10'	20'	45'
61	10'	20'	45'
62	10'	20'	45'
63	10'	20'	45'
64	10'	20'	45'
65	10'	20'	45'
66	10'	20'	45'
67	10'	20'	45'
68	10'	20'	45'
69	10'	20'	45'
70	10'	20'	45'
71	10'	20'	45'
72	10'	20'	45'
73	10'	20'	45'
74	10'	20'	45'
75	10'	20'	45'
76	10'	20'	45'
77	10'	20'	45'
78	10'	20'	45'
79	10'	20'	45'
80	10'	20'	45'
81	10'	20'	45'
82	10'	20'	45'
83	10'	20'	45'
84	10'	20'	45'
85	10'	20'	45'
86	10'	20'	45'
87	10'	20'	45'
88	10'	20'	45'
89	10'	20'	45'
90	10'	20'	45'
91	10'	20'	45'
92	10'	20'	45'
93	10'	20'	45'
94	10'	20'	45'
95	10'	20'	45'
96	10'	20'	45'
97	10'	20'	45'
98	10'	20'	45'
99	10'	20'	45'
100	10'	20'	45'

SEE PLANS FOR UNITARY SETBACKS BY CORNER LINE.

UNIT CORNER COORDINATES

POINT	NORTHING	EASTING
720	8182.8040	6442.8500
721	8182.8040	6442.8500
722	8182.8040	6442.8500
723	8182.8040	6442.8500
724	8182.8040	6442.8500
725	8182.8040	6442.8500
726	8182.8040	6442.8500
727	8182.8040	6442.8500
728	8182.8040	6442.8500
729	8182.8040	6442.8500
730	8182.8040	6442.8500
731	8182.8040	6442.8500
732	8182.8040	6442.8500
733	8182.8040	6442.8500
734	8182.8040	6442.8500
735	8182.8040	6442.8500
736	8182.8040	6442.8500
737	8182.8040	6442.8500
738	8182.8040	6442.8500
739	8182.8040	6442.8500
740	8182.8040	6442.8500
741	8182.8040	6442.8500
742	8182.8040	6442.8500
743	8182.8040	6442.8500
744	8182.8040	6442.8500
745	8182.8040	6442.8500
746	8182.8040	6442.8500
747	8182.8040	6442.8500
748	8182.8040	6442.8500
749	8182.8040	6442.8500
750	8182.8040	6442.8500

SITE PLAN COPPERWOOD CONDOMINIUM

SCALE: 1" = 30'

PROPOSED L-31-2012 SHEET 7 OF 16

NOTES

- ALL DIMENSIONS SHOWN ARE IN FEET AND THE CORNER POINTS SHOWN ARE MEASURED ALONG THE CURVE.
- ALL IMPROVEMENTS FOR PAVES AND UTILS MUST BE PERMITTED BY THE LOCAL GOVERNMENT.

Robert H. Platt 1-31-12

DATE: 1-31-12

PROFESSIONAL ENGINEER LICENSE NO. 42100

REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF MICHIGAN

LEGEND

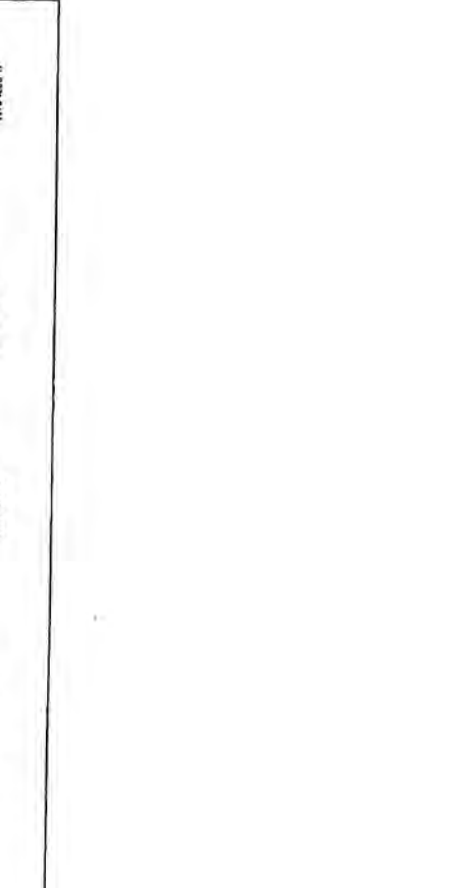
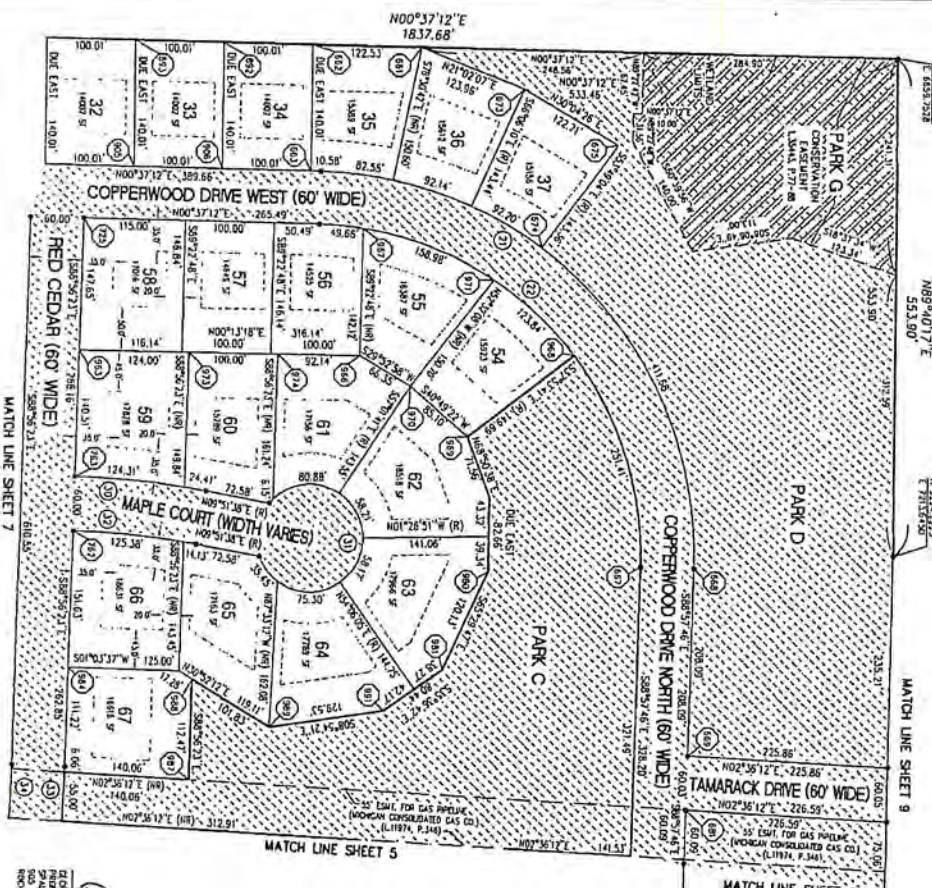
- GENERAL COMMON EASEMENT
- CONSERVATION EASEMENT
- CONDO SUB BOUNDARY
- CONC. MONUMENT
- UNIT CORNER COORDINATE
- CURVE NUMBER
- UNIT NUMBER
- UNIT AREA

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	L.C. BEARING
1	34.175	180.00	27.5244	339.28
2	48.131	250.00	39.4110	169.7327
3	48.131	250.00	39.4110	169.7327
4	48.131	250.00	39.4110	169.7327
5	48.131	250.00	39.4110	169.7327
6	48.131	250.00	39.4110	169.7327
7	48.131	250.00	39.4110	169.7327
8	48.131	250.00	39.4110	169.7327
9	48.131	250.00	39.4110	169.7327
10	48.131	250.00	39.4110	169.7327

TYPICAL UNIT WITH SETBACK LINES

LOCATION MAP



MINIMUM SETBACKS

UNIT #	LEFT	RIGHT	REAR
32	20'	10'	45'
33	20'	10'	45'
34	20'	10'	45'
35	20'	10'	45'
36	20'	10'	45'
37	20'	10'	45'
38	20'	10'	45'
39	20'	10'	45'
40	20'	10'	45'
41	20'	10'	45'
42	20'	10'	45'
43	20'	10'	45'
44	20'	10'	45'
45	20'	10'	45'
46	20'	10'	45'
47	10'	20'	50'

UNIT CORNER COORDINATES

SEE PLANS FOR CURVED STRIPS ON CURVED LOTS.

POINT	NORTHING	EASTING
601	8047.718	6531.780
602	8047.718	6531.780
603	8047.718	6531.780
604	8047.718	6531.780
605	8047.718	6531.780
606	8047.718	6531.780
607	8047.718	6531.780
608	8047.718	6531.780
609	8047.718	6531.780
610	8047.718	6531.780
611	8047.718	6531.780
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617	8047.718	6531.780
618	8047.718	6531.780
619	8047.718	6531.780
620	8047.718	6531.780
621	8047.718	6531.780
622	8047.718	6531.780
623	8047.718	6531.780
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625	8047.718	6531.780
626	8047.718	6531.780
627	8047.718	6531.780
628	8047.718	6531.780
629	8047.718	6531.780
630	8047.718	6531.780
631	8047.718	6531.780
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663	8047.718	6531.780
664	8047.718	6531.780
665	8047.718	6531.780
666	8047.718	6531.780
667	8047.718	6531.780
668	8047.718	6531.780
669	8047.718	6531.780
670	8047.718	6531.780

NOTES

- ALL DIMENSIONS SHOWN ARE IN FEET AND THE DECIMAL PART THEREOF.
- ALL IMPROVEMENTS FOR ROADS AND UTILS MUST BE BUILT.

LEGEND

- GENERAL COMMON ELEMENT
- CONSERVATION EASEMENT
- COND. SUB. BOUNDARY
- COND. IMPROVEMENT
- UNIT CORNER COORDINATE
- CURVE NUMBER
- UNIT AREA

LEGEND

- GENERAL COMMON ELEMENT
- CONSERVATION EASEMENT
- COND. SUB. BOUNDARY
- COND. IMPROVEMENT
- UNIT CORNER COORDINATE
- CURVE NUMBER
- UNIT AREA

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	L. CHORD	L.C. BEARING
21	879.27	490.00	90°25'07"	819.32	S45°48'43"W
22	828.59	270.00	90°25'07"	525.18	S25°48'43"W
23	314.16	60.00	90°00'00"	148.50	N90°18'22"W
24	138.52	60.00	90°00'00"	118.27	N05°18'01"W
25	172.81	126.00	72°30'00"	172.82	N08°57'00"W
31	170.58	125.00	72°30'00"	170.58	N08°57'00"W

DATE: 1-31-12

SCALE: 1" = 30'

PROPOSED: 1-31-2012

SHEET 3 OF 15

SPD

50' WOOD CENTERED

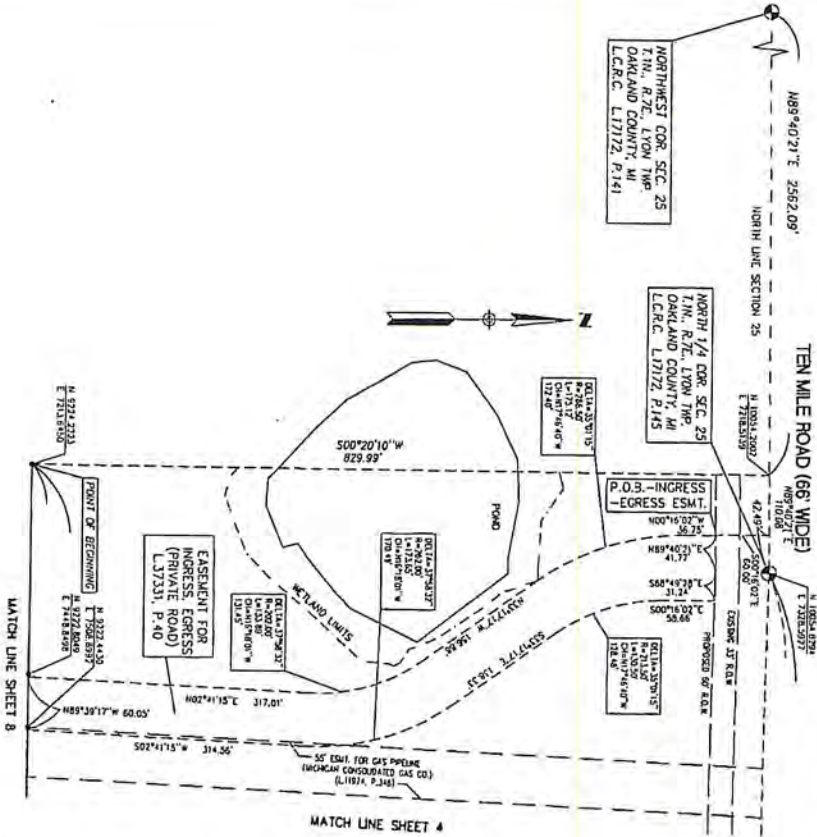
PROPERTY OF: [Redacted]

RECEIVED

DATE: 1-31-12

PROJECT: [Redacted]

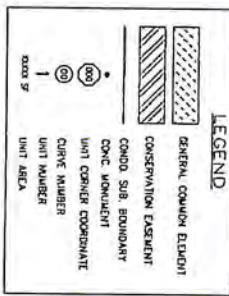
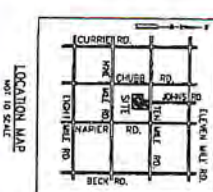
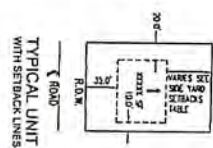
PLANS: [Redacted]



UNIT CORNER COORDINATES

POINT	NORTHING	EASTING
501	1350.3240	7450.0000
502	1350.3240	7450.0000
503	1350.3240	7450.0000
504	1350.3240	7450.0000
505	1350.3240	7450.0000
506	1350.3240	7450.0000
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528	1350.3240	7450.0000
529	1350.3240	7450.0000
530	1350.3240	7450.0000
531	1350.3240	7450.0000
532	1350.3240	7450.0000
533	1350.3240	7450.0000
534	1350.3240	7450.0000
535	1350.3240	7450.0000
536	1350.3240	7450.0000
537	1350.3240	7450.0000
538	1350.3240	7450.0000
539	1350.3240	7450.0000
540	1350.3240	7450.0000
541	1350.3240	7450.0000
542	1350.3240	7450.0000
543	1350.3240	7450.0000
544	1350.3240	7450.0000
545	1350.3240	7450.0000
546	1350.3240	7450.0000
547	1350.3240	7450.0000
548	1350.3240	7450.0000
549	1350.3240	7450.0000
550	1350.3240	7450.0000

George A. Ratz
 GEORGE A. RATZ
 PROFESSIONAL SURVEYOR No. 28121
 200 SOUTH HIGHTOWER ROAD, SUITE 410
 ROCKFORD HILLS, ILLINOIS 60067



- NOTES**
1. ALL DIMENSIONS SHOWN ARE IN FEET AND THE CORNER COORDINATES ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DIMENSIONS FOR ROADS AND UNITS MUST BE BUILT.

SITE PLAN
COPPERWOOD
CONDOMINIUM

SCALE: 1" = 30'
 0 30 60 90 120 150

PROPOSED 1-31-2012 SHEET 9 OF 16

