

RECORDED

2000 NOV -9 A 11: 52

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

17/2

✓
DELCO

**FIRST AMENDMENT TO
TOWNSHIP OF MARION
PLANNED UNIT DEVELOPMENT AGREEMENT**

HOMETOWN VILLAGE OF MARION

This First Amendment to Township of Marion Planned Unit Development Agreement – Hometown Village of Marion is made as of this ^{24th} day of October, 2000, by, between and among, the Township of Marion, Livingston County, Michigan, herein called the “Township”, the offices of which are located at 2877 W. Coon Lake Road, Howell, Michigan 48843; Delcor Homes – Hometown Village of Marion, Ltd., a Michigan corporation, P.O. Box 308, New Hudson, Michigan 48165, its successors and assigns, herein called the “Developer”; HVM, L.L.C., a Michigan limited liability company, P.O. Box 308, New Hudson, Michigan 48165 (“HVM”); and Hometown Village of Marion Association, a Michigan nonprofit corporation, P.O. Box 308, New Hudson, Michigan 48165, herein called the “Association”.

WITNESSETH:

WHEREAS, the parties entered into a certain Township of Marion Planned Unit Development Agreement – Hometown Village of Marion (the “PUD Agreement”) on August 10, 2000 regarding the development of certain land located in the Township of Marion described on Exhibit “A” hereto (the “Development”);

WHEREAS, the PUD Agreement was attached as Exhibit “C” to the Master Deed for Hometown Village of Marion, which was recorded with the Livingston County Register of Deeds on August 14, 2000 in Liber 2812, Pages 215-304, inclusive; and

WHEREAS, the parties desire to amend and restate Paragraph 7 of the PUD Agreement to increase the number of water taps available to the Development under a Special Assessment District for provision of water services to the Development proposed to be established so as to provide adequate capacity to service the swimming pool in the Development.

NOW, THEREFORE, it is hereby agreed that Paragraph 7 of said PUD Agreement is hereby amended and restated in its entirety to provide as follows:

- 7. **Special Assessment Districts for Sewer and Water.** HVM and the Developer, on their own behalf and on behalf of their successors, assigns, and future owners of the Development, and the Association hereby ratify and confirm, and consent to, the

previous establishment of a special assessment district for the provision of sewer services to the Development in the principal amount of \$1,496,000.00, plus the established interest rate and a twenty (20) year amortization period. HVM and the Developer, on their own behalf and on behalf of their successors, assigns, and future owners of the Development, and the Association further consent to the proposed establishment of a special assessment district for provision of water services to the Development in the principal amount of \$966,420.00, having an interest rate of eight (8%) per cent per annum and an amortization period as described below in this Paragraph 7. It is understood that the principal amount of each of said special assessments is calculated upon the basis of the provision of two hundred seventy two (272) sewer taps at \$5,500.00 per tap and two hundred seventy three (273) water taps at \$3540.00 per tap, respectively, to the Development. Upon establishment of the first phase of the Condominium by the recordation of the Master Deed with the Livingston County Register of Deeds, a proportionate amount of the respective sewer and water special assessment shall be assessed to each of the ninety one (91) Units in Phase I and collected as part of the real property tax bill for each of said Units. Such proportionate amount assessed to each of the Units in Phase I shall be 1/267 each of the sewer and water special assessments. The balance of the sewer and water special assessments shall be assessed to that portion of the land of the Development not included within the Condominium. Thereafter, as the Condominium is expanded, each Unit that is added to the Condominium shall be assessed said proportionate amount of the respective sewer and water special assessments as is assessed to the Units in Phase I, with the remaining balance of the sewer and water special assessments assessed against the land in the Development not included within the Condominium. The Township shall reimburse the Developer for the cost of no more than six (6) unutilized sewer and/or water taps paid for by Developer, excluding interest, upon completion of the Development and upon receipt by the Township of a written release of said taps by Developer. Any reimbursement of additional unutilized sewer and/or water taps in excess of six such taps shall be at the option of the Township. The owner of each Unit in the Condominium, including HVM and the Developer, shall be responsible for the payment of all installments of principal and interest for each of the sewer and water special assessments which accrue during such period of ownership of the Unit. In this respect, the parties acknowledge that upon the sale of a Unit in the Condominium by either HVM, the Developer, or any subsequent purchaser, the full amount of the sewer and water special assessment attributable to the Unit shall not be due, but only such installments of principal and interest as shall have accrued and are unpaid as of the date of sale.

Notwithstanding the foregoing, no installment of principal for the water special assessment shall be due for the period ending five (5) years after the initial establishment of the special assessment district for water services. Interest, only, shall accrue and shall be assessed and paid during this five (5) year period. The principal amount of the special assessment for water services shall be amortized over a period of fifteen (15) years commencing on the date five years after the initial establishment of the special assessment district, and, with related interest, shall be billed to and collected from the individual Units in the Condominium and the land in

the Development that is not included within the Condominium in accordance with the preceding provisions of this Paragraph 7.

In all other respects, the August 10, 2000 Township of Marion Planned Unit Development Agreement --Hometown Village of Marion remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands as of the date set forth at the outset of this First Amendment.

WITNESS:

TOWNSHIP OF MARION,
a Michigan municipal corporation

Cynthia Hodge
Cynthia Hodge
Jason Whiteson
JASON WHITESON

By: James H. Lepper
JAMES H. LEPPER Supervisor

By: Myrna Schmitter
MYRNA SCHMITTER Clerk

HVM, L.L.C., a Michigan limited liability company

Christine E. Phelps
Christine E. Phelps
Samuel K. Hodgdon
Samuel K. Hodgdon

By: Phillip W. McCafferty
Phillip W. McCafferty
Its Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 20th day of October, 2000 by Phillip W. McCafferty, the President of Delcor Homes – Hometown Village of Marion, Ltd., a Michigan corporation, on behalf of the corporation.

Samuel K. Hodgdon
SAMUEL K. HODGDON
Notary Public,

OAKLAND County, Michigan
My commission expires 7/18/04

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 20th day of October, 2000 by Phillip W. McCafferty, the President of Hometown Village of Marion Association, a Michigan non-profit corporation, on behalf of said non-profit corporation.

Samuel K. Hodgdon
SAMUEL K. HODGDON
Notary Public,

OAKLAND County, Michigan
My commission expires 7/18/04

PREPARED BY AND WHEN RECORDED
RETURN TO:

DELCOR HOMES - HOMETOWN VILLAGE OF MARION, LTD.
P.O. Box 308
New Hudson, MI 48165
Attn: Samuel K. Hodgdon

EXHIBIT "A"

A parcel of land in the Northeast $\frac{1}{4}$ of Section 11, T2N, R4E, Marion Township, Livingston County, Michigan, the surveyed boundary of said parcel described as: Commencing at the Northeast corner of said Section 11; thence $S02^{\circ}53'24''E$ along the East line of said Section 11 a distance of 702.09 feet to the point of beginning of this description; thence $S02^{\circ}53'24''E$ continuing along said East line 1269.83 feet; thence $S87^{\circ}41'26''W$ 2525.09 feet to the North – South $\frac{1}{4}$ line of said Section 11; thence $N03^{\circ}29'57''W$ along said North – South $\frac{1}{4}$ line 1450.58 feet; thence $N88^{\circ}25'06''E$ 1589.55 feet; thence $S02^{\circ}53'24''E$ parallel with said East line 169.96 feet; thence $N87^{\circ}06'36''E$ 951.25 feet to the point of beginning; said parcel containing 79.91 acres more or less; including 2.06 acres presently in use as public right of way; said parcel subject to all easements and restrictions if any.