

RECORDED

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HANCOCK HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

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

HOMETOWN VILLAGE OF MARION

This Second Amendment to Township of Marion Planned Unit Development Agreement – Hometown Village of Marion is made as of this 12 day of September, 2002, 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 on August 10, 2000, as amended by First Amendment to Township of Marion Planned Unit Development Agreement, dated October 24, 2000 (the “PUD Agreement”) regarding the development of certain land located in the Township of Marion described on Exhibit “A” hereto (the “Development”); and

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 Paragraph 3 of the PUD Agreement to add a subparagraph (t) thereto to reflect an amendment to the approved site plan for Hometown Village of Marion, approved by the Township Board on Sept 12, 2002, modifying certain of the rear yard setback requirements in the Development.

NOW, THEREFORE, it is hereby agreed that Paragraph 3 of said PUD Agreement is hereby amended to add a subparagraph (t) thereto as follows:

- 3. Development, Construction and Maintenance of Development of Common Areas and Open Space Improvements in Accordance with Township Requirements.**

(t) The rear yard setbacks, measured from the rear lot line of the respective lots in the Development, shall be twenty-five (25') feet; provided, however, that except for the lots listed below in this subparagraph (t), in the event that a residential structure requires more than a seventy (70') foot deep building envelope, the rear yard setback shall be twenty (20') feet. Notwithstanding the foregoing, the following lots in the respective Phases of the Development shall have a twenty-five (25') foot rear yard setback:

- Phase I – Lots 35, 36, 59, 60, 65, 66
- Phase II – Lots 105, 106, 169 – 173
- Phase III – Lots 178 – 183, 195 – 201, 214, 215

The foregoing amendment to the rear yard setback requirements shall apply to all lots in the Development, including any lots currently under development or already sold.

In all other respects, the August 10, 2000 Township of Marion Planned Unit Development Agreement —Hometown Village of Marion, as amended, 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 Second Amendment.

TOWNSHIP OF MARION,
a Michigan municipal corporation

By: Robert W. Hanvey
Robert W. Hanvey Supervisor

By: Myrna Schlichter
Myrna Schlichter Clerk

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

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

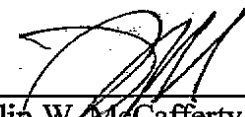
Drafted by and when recorded return to:

✓ Samuel K. Hodgden, Esq.
Delcor Homes - Hometown Village of Marion, LTD.
PO Box 308
New Hudson, MI 48165
248-684-1234

DELCOR HOMES - HOMETOWN VILLAGE OF MARION, LTD., a Michigan corporation

By: 
Phillip W. McCafferty
Its President

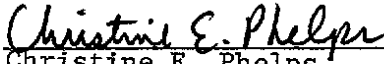
HOMETOWN VILLAGE OF MARION ASSOCIATION, a Michigan non-profit corporation

By: 
Phillip W. McCafferty
Its President

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 12th day of September, 2002, by Robert W. Hanvey and Myrna Schlittler, the Supervisor and Clerk, respectively, of the Township of Marion, a Michigan municipal corporation, on behalf of the corporation.

CHRISTINE E. PHELPS
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES Jan 27, 2007

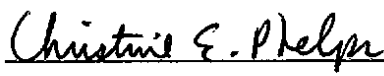

Christine E. Phelps
Notary Public,

Livingston County, Michigan
My commission expires 1/27/07

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12th day of September, 2002 by Phillip W. McCafferty, the Manager of HVM, a Michigan limited liability company, on behalf of said company.

CHRISTINE E. PHELPS
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES Jan 27, 2007


Christine E. Phelps
Notary Public,
Livingston County, Michigan
My commission expires 1/27/07

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12th day of September, 2002 by Phillip W. McCafferty, the President of Delcor Homes – Hometown Village of Marion, Ltd., a Michigan corporation, on behalf of the corporation.

Christine E. Phelps

Christine E. Phelps Notary Public,

Livingston County, Michigan

My commission expires 1/27/07

CHRISTINE E. PHELPS
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES Jan 27, 2007

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 12th day of September, 2002 by Phillip W. McCafferty, the President of Hometown Village of Marion Association, a Michigan non-profit corporation, on behalf of said non-profit corporation.

Christine E. Phelps

Christine E. Phelps Notary Public,

Livingston County, Michigan

My commission expires 1/27/07

CHRISTINE E. PHELPS
NOTARY PUBLIC LIVINGSTON CO., MI
MY COMMISSION EXPIRES Jan 27, 2007

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°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°53'24"E continuing along said East line 1269.83 feet; thence S87°41'26"W 2525.09 feet to the North – South $\frac{1}{4}$ line of said Section 11; thence N03°29'57"W along said North – South $\frac{1}{4}$ line 1450.58 feet; thence N88°25'06"E 1589.55 feet; thence S02°53'24"E parallel with said East line 169.96 feet; thence N87°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.