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NANCY HAVILAND REGISTER OF DEEDS LIVINGSTON COUNTY, MI. 48843

FIRST AMENDMENT TO MASTER DEED

HOMETOWN VILLAGE OF MARION

Delcor Homes – Hometown Village of Marion, Ltd., a Michigan corporation, whose address is P.O. Box 308, New Hudson, Michigan 48165, Developer of Hometown Village of Marion, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 2812, Pages 215-304, inclusive, Livingston County Records, and known as Hometown Village of Marion, Livingston County Condominium Subdivision Plan No. 198, hereby amends the Master Deed of Hometown Village of Marion, pursuant to the authority reserved in Article XIII-3 of the Master Deed and in Article XVII, Section 4 of the Bylaws (Exhibit "A" to the Master Deed) to establish private drain easements over the Common Elements and to modify the landscaping and trash removal restrictions in the Condominium.

Said Master Deed and Bylaws are amended in the following manner:

1. First Amended Article VII, Section 4 of the Bylaws of Hometown Village of Marion (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Livingston County Register of Deeds of this Amendment, replace and supersede Article VII, Section 4 of the Bylaws as originally recorded, and the originally recorded Article VII, Section 4 shall be of no further force or effect.

FIRST AMENDED ARTICLE VII, SECTION 4 OF THE BYLAWS OF HOMETOWN VILLAGE OF MARION

ARTICLE VII

BUILDING AND USE RESTRICTIONS

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LIBER 3024 PASE 0675

Landscaping. Each Unit shall be landscaped in accordance with the Section 4. Developer's approved landscaping plan or such landscaping plan as may be approved by the Architectural Control Committee, provided that such landscaping plan conforms substantially with the provisions of this Section. Subject to weather conditions which prohibit outdoor landscaping work, the front and side yard lawns shall be sodded and the rear yard lawns may be either sodded or seeded and the trees required to be planted shall be completed within ninety (90) days after initial occupancy of the residence or, in the case of speculative or unsold homes, within six (6) months after the exterior of the residence has been (or with due diligence should have been) substantially completed. Except for Units located at street corners, landscaping installed by the Co-owner shall specifically include two 2 1/2 caliper trees to be planted in the front yard. One such tree shall be located on every lot as a buffer between the sidewalk and the street. The trees shall be either Red Oak, Crimson King, Red Maple, Shademaster, Honey Locust, Marshall's Seedless Ash, Greenspire Linden, or similar deciduous trees as approved by the Developer. For Units located at street corners, up to four such trees shall be planted in the front yard, with two or three of such trees located as a buffer between the sidewalk and the street, all in accordance with the Developer's approved landscaping plan. The Co-owner shall install two 6' - 8' tall Evergreen trees at the front of the residence adjacent to the garage as set forth in the Developer's landscaping plan. In addition, three 4' - 6' tall Evergreen trees shall be planted along the rear lot line, approximately 6' from the lot line towards the house and evenly spaced between the side lot lines, After landscaping has been installed, the Co-owner shall maintain the same in a good and sightly condition consistent with the approved landscaping plan. In administering the Condominium, the Association, acting through its Board of Directors, may undertake completion of the landscaping required by this Section in the event that the Co-owner has failed, neglected or refused to do so following written notification of such default by the Association (or by the Developer during the Construction and Sales Period). Nothing contained herein shall compel the Association to undertake such responsibilities. However, any such responsibilities undertaken by the Association shall be charged to the Co-owner and collected in the manner provided in Article II hereof. During the Construction and Sales Period, the Developer shall have the unilateral right to direct the Association to proceed in accordance with the provisions of this Section.

2. First Amended Article VII, Section 5 of the Bylaws of Hometown Village of Marion (Exhibit "A" to the Master Deed), as set forth below, shall, upon recordation in the office of the Livingston County Register of Deeds of this Amendment, replace and supersede Article VII, Section 5 of the Bylaws as originally recorded, and the originally recorded Article VII, Section 5 shall be of no further force or effect.

FIRST AMENDED ARTICLE VII, SECTION 5 OF THE BYLAWS OF HOMETOWN VILLAGE OF MARION

ARTICLE VII

BUILDING AND USE RESTRICTIONS

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Section 5. Trash Removal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Trash receptacles shall be maintained at the curbs of the drives in the Condominium only for such short periods of time as may be reasonably necessary to permit periodic collection of trash and, in no event, shall trash receptacles be placed at the curbs prior to the evening preceding trash pick-up. At all other times, trash receptacles shall be maintained in the garages of the respective Units.

3. Sheets 1 – 8 of Replat No. 1 of the Condominium Subdivision Plan of Hometown Village of Marion, as attached hereto, shall, upon recordation in the office of the Livingston County Register of Deeds of this Amendment, replace and supercede Sheets 1 - 8 of the Condominium Subdivision Plan of Hometown Village of Marion as originally recorded, and the aforedescribed originally recorded Sheets shall be of no further force or effect.

In all other respects, other than herein above indicated, the initial Master Deed of Hometown Village of Marion, including the Bylaws and the Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

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

W. McCafferty, President

STATE OF MICHIGAN

COUNTY OF OAKLAND

On this ZCH day of June, 2001, the foregoing First Amendment to the Master Deed of Hometown Village of Marion was acknowledged before me, a notary public, by Phillip W. McCafferty, the President of Delcor Homes - Hometown Village of Marion, Ltd., a Michigan corporation, on behalf of the corporation.

By:

CHRISTINE E. KRUSINSKI Notary Public, Oakland County, MI My Commission Expires 01/27/2003 Christine E. Krusinski

Notary Public, Oakland County, MI

My commission expires: 1/27/03

LIBER 3024 PAGE 0677

FIRST AMENDMENT TO MASTER DEED
Drafted By and When Recorded Return To:
Samuel K. Hodgdon, Esq.
Delcor Homes – Hometown Village of Marion, Ltd.
P.O. Box 308
New Hudson, MI 48165
(248) 684-1234

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO.

EXHIBIT B TO THE MASTER DEED OF

HOMETOWN VILLIAGE OF MARION REPLAT NO. 1

A parcel of land in the Northeast 1/4 of Section 11, T2N, R4E, Norton Township, Livingston County, Michigan, the Surveyed Boundary of said parcel described as:

Commencing at the Northeast come of said Section 11; thence S0255724°E along the East line of said Section 11 a distance of 702.08 feet to the point of beginning of
this description; thence S0253724°E continuing along said East line 1289.33 feet thence 837412508 feet to the North-South 1/4 line of said Section 11; thence
this description of the North-South 1/4 line 1450.58 feet; thence N08275074 feet 1599.55 feet; thence S02575747 feoral with said East line 188.96 feet; thence N0876575E B0.91 feet; thence N087452°E 1.35 feet; thence N08765765°E 1.35 feet; thence N0876576°E 1.35 fe ENTERS DEVELOPEMENT

MUST BRILLY

A parcel of find in the Mortheast 1/4 of Section 11, 72N, R4E, Marion Township, Uningston County, Michigan; the boundary of said parcel described at Commercial of India to the Mortheast corner of said Section 11; thereo SUZSY24E closing the East line of said Section 11 of distance of 702.09 feet to the point of beginning of this describtion; the Acceptance of 102.03 feet; thereo SUZSY24E continuing doing said East line of allocates of 1258.83 feet; thereo SUZY125FW (1058.89 feet; thereo SUZY125FW) (1058.89 feet) (1058.99 feet) (1058.9

A parcel of load in the Northeast 1/4 of Section 11, T2N, R4E, Marien Township, Uningstern County, Michigan: the boundary of each parcel described as: Commencing at A parcel of load in the Northeast 1/4 of Section 11; there \$52/33/2/E doing to read Section 11 of distance of 187/19/2 feet; there as \$74/10/6 feet to the Northeast corner of sould Section 11; there \$87/4/25/W 497/02 feet; there R227/3/E 247/17 feet; there N227/3/E 247/17 feet; there S27/4/25/W 10/36 feet; there s27/4/25/W 497/02 feet; there R227/3/E 247/17 feet; there S27/4/25/W 10/36 feet; there S27/4/25/W 10/36/4/25/W 10/36 feet; there S27/4/25/W 10/36 feet; there S27/4/25/W 10/36 feet; there S27/4/25/W 10/36 feet; there S27/4/25/W 10/36/4/25/W 10/36/4/26/4/25/W 10/36/4/25/W 10/36/4/2

A paced of the Northeast 1/4 of Section 11, T2N, R4E, Radian Township, Livingston County, Michigan; the boundary of soid parcel described as: Commetacing at the Northeast corner of soid Section 11; thence S0723724E along the East line of soid Section 11 a distance of 1971.92 feet; thence S0741726'W 971.17 feet to a point on the North-South 14. The a distance of 1455.58 feet; thence N627257'W 1853.91 feet to the point of the North-South 14. The a distance of 1455.58 feet; thence N627256'E 932.80 feet; thence S074725'W 1853.49 feet town Northwesterly 8.47.2 feet along a curve to the right, soid curve howing a reduse of 1405.00 feet, a clied radia of 1405.00 feet, a clied radia of 1405.00 feet, a distance of 1455.81 feet doing a curve to the right, soid curve howing a reduse of 1857247, and a chard of 371.10 feet bearing \$107114'E; thence \$1725'0'W 18725'0'W 60.22 feet; thence \$2001'3'W 60.25 feet, a distance southeasterly 319.80 feet doing a curve to the left, said curve howing a reduse of 325'0', and a chard of 305.55 feet bearing \$15745'5'E; thence N675'5'E; to 1576'5'E feet doing a curve to the left, said curve howing a radius of 440.00 feet, a distance southeasterly 319.80 feet doing 31941'20'E; thence S001'3'W 18725'E; then

DEVELOPER:

NEW HUDSON, MI 48165 PHONE: (248) 684-1234 P.O. BOX 308 DELCOR HOMES-HOMETOWN VILLAGE OF MARION LTD

SURVEYOR & ENGINEER KEBS, INC.

PHONE: (517) 339-1014 HASLETT, MICHIGAN, 48840 2116 HASLETT ROAD

SHEET INDEX

5

SURVEY PLAN

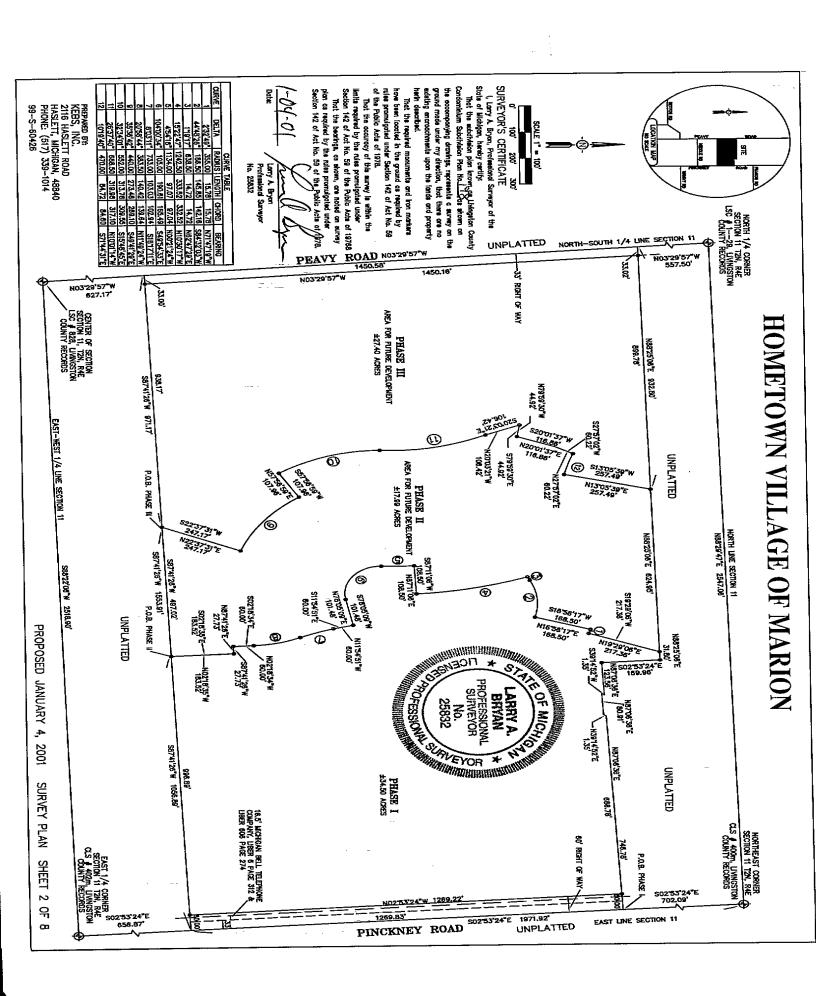
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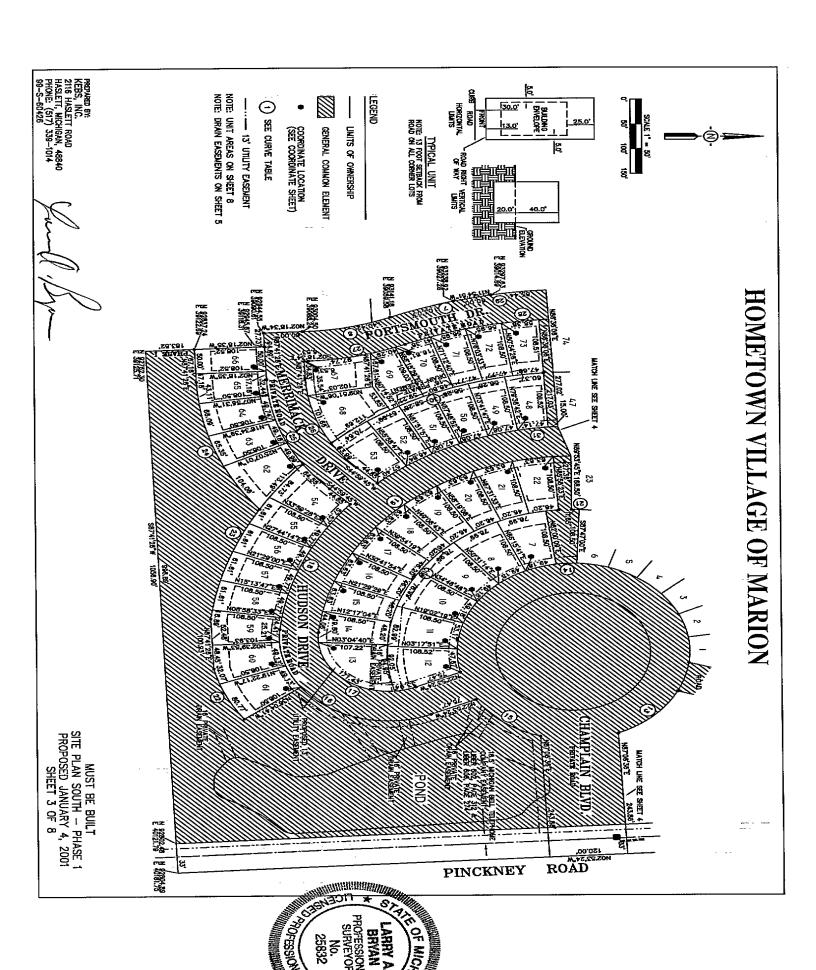
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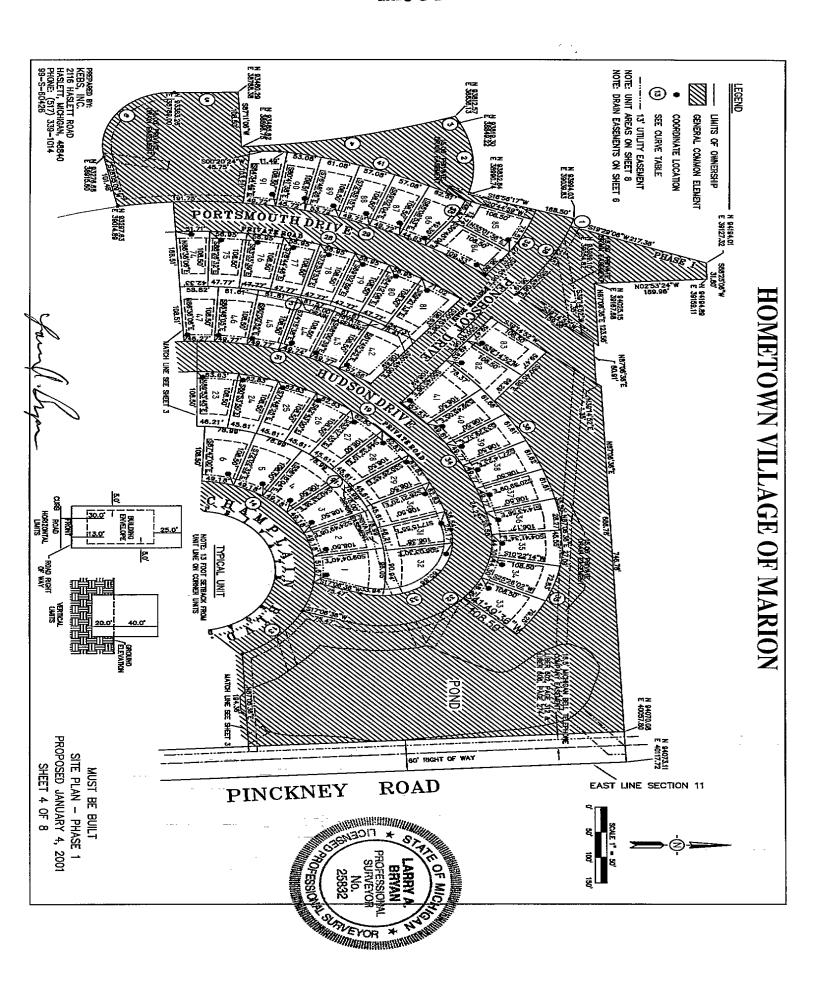
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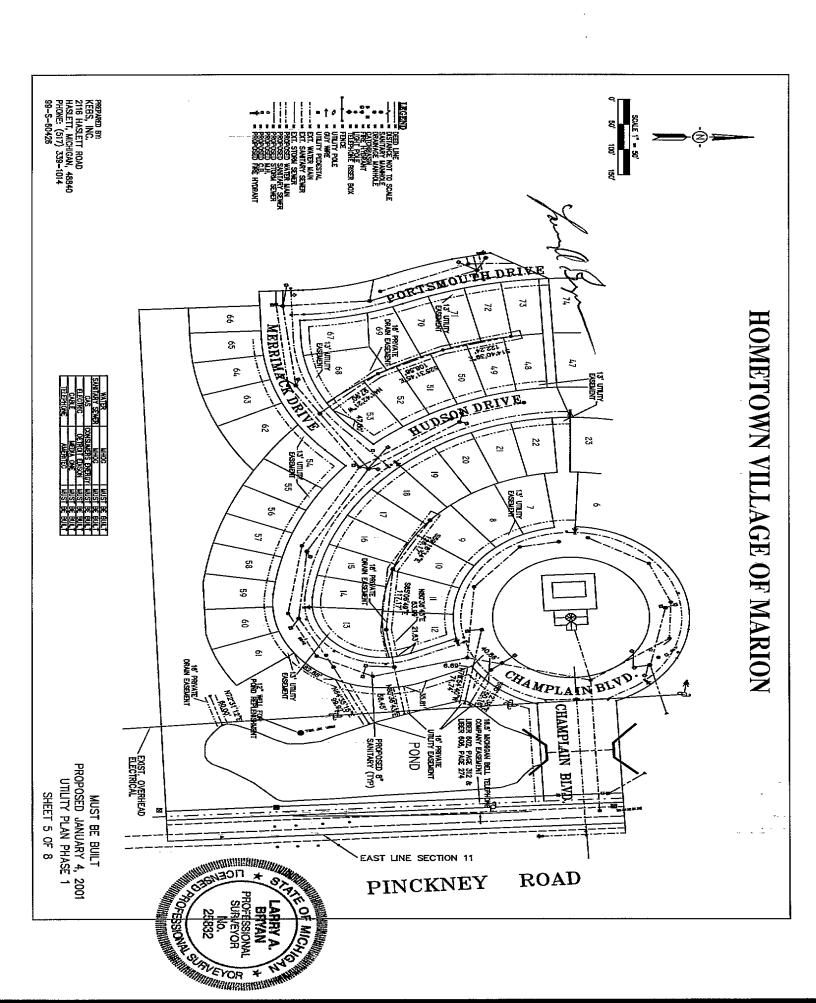
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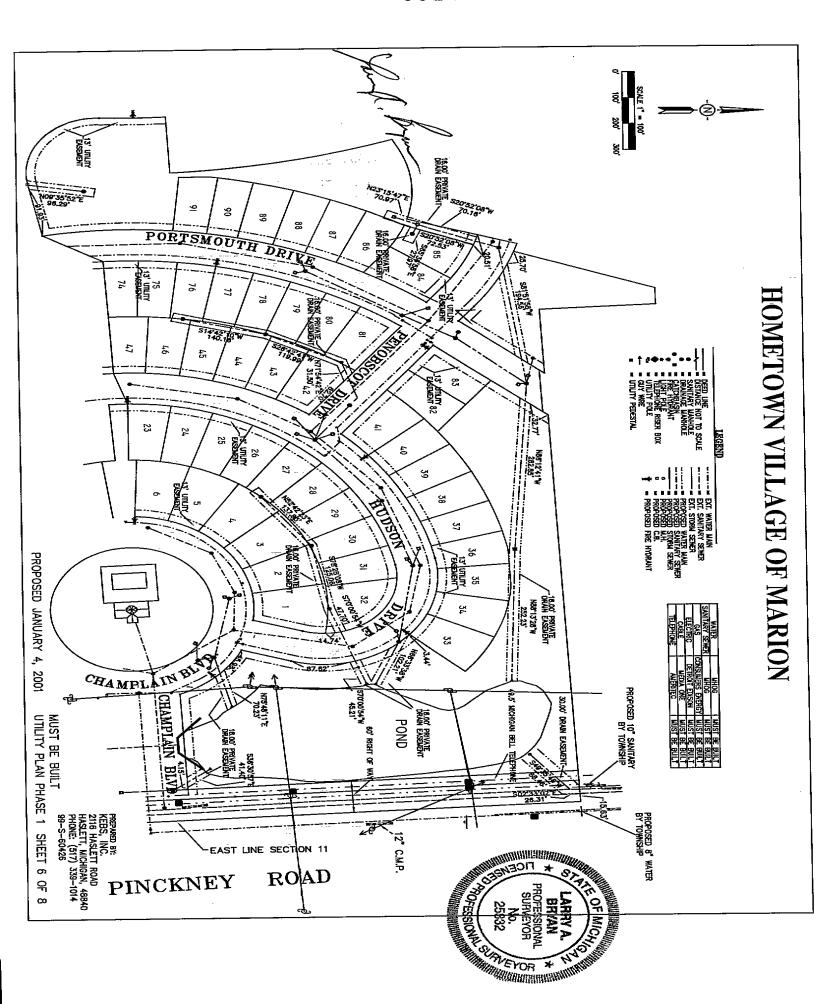




MANEYOR *







CUR/E DELTA 200'42'13" 118'47'57" 40"46'03" 26"37'40" 20"58'44" 04'00'34" 3518'53" 18*47'57" 40°46'03" 10"19"40" 1242.50 1134.00 RADIUS LENGTH 552.00 688.50 179.00 179.00 470.00 440.00 383.50 733.00 105.00 186.50 168.50 179.00 319.98 313.76 140.42 103.03 349.37 281.06 127.36 127.36 190.61 84.72 276.63 186.78 290.07 124.69 309.55 352.17 102.94 332.52 446.18 317.10 139.64 124.69 269.10 165,49 84.60 142.16 0 N10'01'14"W 0 S71'44'31"E 9 N42'51'30"W S02'53'24"E N37'04'41"E N36'30'34"E N36'30'34"E S66'26'01"E S66'26'01"E N00'21'24"W S49'54'33"E S49*41'29"E S15*48'45"E S1817'11"E N11'49'24"W N10.30,12, M S84'32'03"W N62'47'29"E N71.47.19"W BEARING

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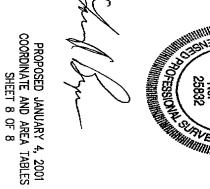
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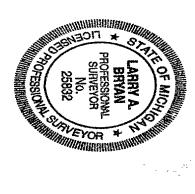


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