

RECORDED

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NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

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DEVELOPMENT AGREEMENT – HOMETOWN VILLAGE OF MARION

This Development Agreement – Hometown Village of Marion is made and entered into this 11th day of July, 2000, by and between HVM, L.L.C., a Michigan limited liability company, with a principal place of business located at 2195 S. Milford Road, Milford, Michigan 48381 (“HVM”) and Delcor Homes – Hometown Village of Marion, Ltd., a Michigan corporation, with a principal place of business located at 2195 S. Milford Road, Milford, Michigan 48381 (“Delcor Homes”).

RECITALS:

WHEREAS, HVM is the owner of certain land located in the Township of Marion, Livingston County, Michigan described on Exhibit “A” hereto (“Phase I Land”); and

WHEREAS, HVM has the option to purchase certain land contiguous to the Phase I Land more fully described on Exhibit “B” hereto (“Phases II and III Land”); and

WHEREAS, Delcor Homes has received final site plan approval from the Township of Marion for the Phase I Land and the Phases II and III Land (collectively, “Hometown Village of Marion”) for the development thereon of a certain 267 unit single-family site condominium project with appurtenant amenities and open spaces as set forth on the approved site plan; and

WHEREAS, HVM would be benefited by, and is willing to consent to, the development of Hometown Village of Marion in accordance with the approved site plan and with the terms and provisions set forth below; and

WHEREAS, Delcor Homes is willing to develop Hometown Village of Marion in accordance with the approved site plan and with the terms and provisions set forth below.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the terms and provisions set forth below, the receipt and sufficiency of which are hereby expressly and severally acknowledged, it is hereby agreed as follows:

1. HVM hereby consents to the development of Hometown Village of Marion in accordance with the approved site plan and in accordance with the Master Deed for Hometown Village of Marion as approved by the Township of Marion, and in accordance with the Planned Unit Development Agreement as approved by the Township of Marion, a copy of which is attached hereto and incorporated herein by reference as Exhibit "C". Said approved site plan, Master Deed and Planned Unit Development Agreement are hereinafter collectively referred to as the "Development Plan." HVM hereby consents to any amendment to the Development Plan.
2. HVM, as owner of the land, shall execute any and all consents, instruments, and other documents reasonably necessary to bind the land to the undertakings of the Development Plan, as same may be amended from time to time.
3. HVM hereby grants to Delcor Homes the exclusive, irrevocable right to develop Hometown Village of Marion in accordance with the Development Plan, as same may be amended from time to time, including, without limitation, the right to construct, market, and sell the condominium units therein.
4. Delcor Homes shall develop Hometown Village of Marion in accordance with the Development Plan and shall bear all costs of such Development.
5. In consideration for the undertaking of Delcor Homes to develop Hometown Village of Marion in accordance with the Development Plan, HVM hereby grants to Delcor Homes the exclusive option to purchase the condominium units in Phase I of Hometown Village of Marion (Units 1 - 91) for a purchase price of One Dollar (\$1.00) each, said option to be exercised by Delcor Homes from time to time by written notice thereof to HVM for so long as Delcor Homes is the Developer of Hometown Village of Marion.
6. HVM hereby agrees to execute any and all consents, mortgages, instruments, and other documents as may be reasonably necessary to assist Delcor Homes in obtaining financing for site improvements, amenities, and home construction in Hometown Village of Marion; provided, however, that HVM shall not be personally liable with regard to such financing obligations, said liability to be limited to the land constituting Hometown Village of Marion. HVM hereby consents to the collateral assignment of this Agreement, for security purposes, to TCF National Bank incident to such financing of site improvements, amenities and home construction.
7. This Agreement constitutes the entire agreement between the parties and there are no other promises and/or representations not herein contained. This Agreement may be amended by a writing signed by both parties.
8. This Agreement shall be construed and interpreted under the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WITNESS:

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

Samuel K. Hodgson
SAMUEL K. HODGSON
Mary E. McQuown
Mary E. McQuown

By: *[Signature]*
Phillip W. McCafferty
Its: Manager

Delcor Homes - Hometown Village of Marion, Ltd., a Michigan corporation

Samuel K. Hodgson
SAMUEL K. HODGSON
Mary E. McQuown
Mary E. McQuown
STATE OF MICHIGAN

By: *[Signature]*
Phillip W. McCafferty
Its: President

COUNTY OF WASHTENAW

This instrument was acknowledged before me this 11 day of July, 2000, by Phillip W. McCafferty, the Manager, of H.V.M., L.L.C., a Michigan limited liability company, on behalf of the corporation.

MARY E. McQUOWN
Notary Public, Washtenaw County, Michigan
My commission expires: May 26, 2003

[Signature]
Notary Public
County, Michigan
My commission expires: _____

STATE OF MICHIGAN

COUNTY OF WASHTENAW

This instrument was acknowledged before me this 11 day of July, 2000, by Phillip W. McCafferty, the President, of DELCOR HOMES - HOMETOWN VILLAGE OF MARION, LTD., a Michigan corporation, on behalf of the corporation.

MARY E. McQUOWN
Notary Public, Washtenaw County, Michigan
My commission expires: May 26, 2003

[Signature]
Notary Public
County, Michigan
My commission expires: _____

DRAFTED BY AND WHEN RECORDED RETURN TO: ✓
SAMUEL K. HODGSON
DELCOR HOMES - HOMETOWN VILLAGE OF MARION, LTD.
P.O. BOX 308
NEW HOUSON, MI 48165

A parcel of land in the Northeast 1/4 of Section 11, T2N, R4E, Marion Township, Livingston County, Michigan; the 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 a distance of 1269.83 feet; thence $S87^{\circ}41'26''W$ 1056.89 feet; thence $N02^{\circ}18'35''W$ 183.52 feet; thence $S87^{\circ}41'26''W$ 27.73 feet; thence $N02^{\circ}18'34''W$ 60.00 feet; thence Northwesterly 140.42 feet along a curve to the left, said curve having a radius of 383.50 feet, a delta angle of $20^{\circ}58'44''$, and a chord of 139.64 feet bearing $N11^{\circ}49'24''W$; thence Northwesterly 103.03 feet along a curve to the right, said curve having a radius of 733.00 feet, a delta angle of $08^{\circ}03'11''$, and a chord of 102.94 feet bearing $N18^{\circ}17'11''W$; thence $N11^{\circ}54'51''W$ 60.00 feet; thence $S78^{\circ}05'09''W$ 101.48 feet; thence Northwesterly 190.61 feet along a curve to the right, said curve having a radius of 105.00 feet, a delta angle of $104^{\circ}00'34''$, and a chord of 165.49 feet bearing $N49^{\circ}54'33''W$; thence Northwesterly 97.07 feet along a curve to the left, said curve having a radius of 1134.00 feet, a delta angle of $04^{\circ}54'16''$, and a chord of 97.04 feet bearing $N00^{\circ}21'24''W$; thence $N87^{\circ}11'06''E$ 108.50 feet; thence Northwesterly 333.52 feet along a curve to the left, said curve having a radius of 1242.50 feet, a delta angle of $15^{\circ}22'47''$, and a chord of 332.52 feet bearing $N10^{\circ}30'17''W$; thence Northeasterly 14.72 feet along a curve to the right, said curve having a radius of 638.50 feet, a delta angle of $01^{\circ}19'17''$, and a chord of 14.72 feet bearing $N62^{\circ}47'29''E$; thence Northeasterly 145.85 feet along a curve to the right, said curve having a radius of 186.50 feet, a delta angle of $44^{\circ}48'26''$, and a chord of 142.16 feet bearing $N84^{\circ}32'03''E$; thence $N16^{\circ}56'17''E$ 168.50 feet; thence Southeasterly 15.78 feet along a curve to the right, said curve having a radius of 355.00 feet, a delta angle of $02^{\circ}32'49''$, and a chord of 15.78 feet bearing $S71^{\circ}47'19''E$; thence $N19^{\circ}29'06''E$ 217.36 feet; thence $N88^{\circ}25'06''E$ 31.80 feet; thence $S02^{\circ}53'24''E$ parallel to said East line a distance of 169.96 feet; thence $N87^{\circ}06'36''E$ 123.56 feet; thence $S39^{\circ}14'52''W$ 1.35 feet; thence $N87^{\circ}06'36''E$ 80.91 feet; thence $N39^{\circ}14'52''E$ 1.35 feet; thence $N87^{\circ}06'36''E$ 746.78 feet to the point of beginning; said parcel containing 34.50 acres more or less; said parcel subject to all easements and restrictions if any.

EXHIBIT "A"

PHASE 2

A parcel of land in the Northeast 1/4 of Section 11, T2N, R4E, Marion Township, Livingston County, Michigan; the 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 1971.92 feet; thence S87°41'26"W 1056.89 feet to the point of beginning of this description; thence S87°41'26"W 497.02 feet; thence N22°37'31"E 247.17 feet; thence Northwesterly 273.48 feet along a curve to the right, said curve having a radius of 440.00 feet, a delta angle of 35°36'42", and a chord of 269.10 feet bearing N49°41'29"W; thence S57°56'59"W 107.96 feet; thence Northwesterly 313.76 feet along a curve to the right, said curve having a radius of 552.00 feet, a delta angle of 32°34'01", and a chord of 309.55 feet bearing N15°48'45"W; thence Northwesterly 319.98 feet along a curve to the left, said curve having a radius of 688.50 feet, a delta angle of 26°37'40", and a chord of 317.10 feet, bearing N10°01'14"W; thence N20°03'21"W 106.42 feet; thence S79°59'30"E 44.92 feet; thence N20°01'37"E 116.86 feet; thence N27°57'02"E 60.22 feet; thence Southeasterly 84.72 feet along a curve to the left, said curve having a radius of 470.00 feet, a delta angle of 10°19'40", and a chord of 84.60 feet bearing S71°44'31"E; thence N13°05'39"E 257.49 feet; thence N88°25'06"E 624.95 feet; thence S19°29'06"W 217.36 feet; thence Northwesterly 15.78 feet along a curve to the right, said curve having a radius of 355.00 feet, a delta angle of 02°32'49", and a chord of 15.78 feet bearing N71°47'19"W; thence S16°56'17"W 168.50 feet; thence Southwesterly 145.85 feet along a curve to the left, said curve having a radius of 186.50 feet, a delta angle of 44°48'26", and a chord of 142.16 feet bearing S84°32'03"W; thence Southwesterly 14.72 feet along a curve to the left, said curve having a radius of 638.50 feet, a delta angle of 01°19'17", and a chord of 14.72 feet bearing S62°47'29"W; thence Southeasterly 333.52 feet along a curve to the left, said curve having a radius of 1242.50 feet, a delta angle of 15°22'47", and a chord of 332.52 feet bearing S10°30'17"E; thence S87°11'06"W 108.50 feet; thence Southeasterly 97.07 feet along a curve to the right, said curve having a radius of 1134.00 feet, a delta angle of 04°54'16", and a chord of 97.04 feet bearing S00°21'24"E; thence Southeasterly 190.61 feet along a curve to the left, said curve having a radius of 105.00 feet, a delta angle of 104°00'34", and a chord of 165.49 feet bearing S49°54'33"E; thence N78°05'09"E 101.48 feet; thence S11°54'51"E 60.00 feet; thence Southeasterly 103.03 feet along a curve to the left, said curve having a radius of 733.00 feet, a delta angle of 08°03'11", and a chord of 102.94 feet bearing S18°17'11"E; thence Southeasterly 140.42 feet along a curve to the right, said curve having a radius of 383.50 feet, a delta angle of 20°58'44", and a chord of 139.64 feet bearing S11°49'24"E; thence S02°18'34"E 60.00 feet; thence N87°41'26"E 27.73 feet; thence S02°18'35"E 183.52 feet to the point of beginning; said parcel containing 17.99 acres more or less

EXHIBIT

"B"

PHASE 3

A parcel of land in the Northeast 1/4 of Section 11, T2N, R4E, Marion Township, Livingston County, Michigan; the 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 1971.92 feet; thence $S87^{\circ}41'26''W$ 1553.91 feet to the point of beginning of this description; thence $S87^{\circ}41'26''W$ 971.17 feet to a point on the North-South 1/4 line of said Section 11; thence $N03^{\circ}29'57''W$ along said North-South 1/4 line a distance of 1450.58 feet; thence $N88^{\circ}25'06''E$ 932.80 feet; thence $S13^{\circ}05'39''W$ 257.49 feet; thence Northwesterly 84.72 feet along a curve to the right, said curve having a radius of 470.00 feet, a delta angle of $10^{\circ}19'40''$, and a chord of 84.60 feet bearing $N71^{\circ}44'31''W$; thence $S27^{\circ}57'02''W$ 60.22 feet; thence $S20^{\circ}01'37''W$ 116.86 feet; thence $N79^{\circ}59'30''W$ 44.92 feet; thence $S20^{\circ}03'21''E$ 106.42 feet; thence Southeasterly 319.98 feet along a curve to the right, said curve having a radius of 688.50 feet, a delta angle of $26^{\circ}37'40''$, and a chord of 317.10 feet bearing $S10^{\circ}01'14''E$; thence Southeasterly 313.76 feet along a curve to the left, said curve having a radius of 552.00 feet, a delta angle of $32^{\circ}34'01''$, and a chord of 309.55 feet bearing $S15^{\circ}48'45''E$; thence $N57^{\circ}56'59''E$ 107.96 feet; thence Southeasterly 273.48 feet along a curve to the left, said curve having a radius of 440.00 feet, a delta angle of $35^{\circ}36'42''$, and a chord of 269.10 feet bearing $S49^{\circ}41'29''E$; thence $S22^{\circ}37'31''W$ 247.17 feet to the point of beginning; said parcel containing 27.40 acres more or less

**TOWNSHIP OF MARION
PLANNED UNIT DEVELOPMENT AGREEMENT**

HOMETOWN VILLAGE OF MARION

THIS AGREEMENT is made as of the 10th day of August, 2000 by, between and among the Township of Marion, Livingston County, Michigan, herein called the "Township," the offices of which are located at 2877 West 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 non-profit corporation, P.O. Box 308, New Hudson, Michigan 48165, herein called the "Association."

WITNESSETH:

WHEREAS, HVM is the owner of land located in the Township of Marion described on Exhibit "A" hereto (sometimes referred to as "Phase I land"); and

WHEREAS, HVM has the option to purchase certain land contiguous to the Phase I land described on Exhibit "B" hereto (sometimes referred to as "Phases II and III land"); and

WHEREAS, the Phase I land and the Phases II and III land have a combined legal description as follows:

A parcel of land in the Northeast ¼ 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 ¼ line of said Section 11; thence N03°29'57"W along said North – South ¼ 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.

Hereinafter referred to as the "Development," and

WHEREAS, HVM and the Developer have entered into a certain Development Agreement regarding the land that is the subject of this Agreement; and

WHEREAS, Article XIII, "Planned Unit Development District," of the Marion Township Zoning Ordinance provides an optional method for residential development; and

WHEREAS, the Developer applied for approval under Section 13.04 of said Article XIII, for the Development, and submitted the composite plan for Phases I, II and III (the "Site Plan") required by Section 13.04 and, after public hearing thereon, approval thereof was granted by the Board of Trustees of the Township (hereinafter called the "Board" or the "Township Board") subject to all Township requirements and the execution of this Agreement; and

WHEREAS, the Developer wishes to develop the property described above and sell individual single family residential condominium building sites ("units") therein under the provisions of said Article XIII, the Development to be established as an expandable condominium project, consisting of Phases I, II and III, under Public Act 59, P.A. 1978, as amended (herein called the "Act") known as Hometown Village of Marion, a condominium (sometimes herein called the "Condominium"), according to the Master Deed thereof to be recorded in Livingston County Records; and

WHEREAS, various portions of the Common Elements of the Condominium will constitute "Common Areas" and "Open Space" under the approved Site Plan; and

WHEREAS, the Association has been established for the purpose of representing the owners of units in the Condominium in managing, maintaining and administering the Condominium, including the Common Elements thereof, pursuant to the Act and the Condominium Documents for said Condominium; and

WHEREAS, it is now necessary and desirable that the Developer, HVM, the Association and the Township enter into a binding contract relative to the details of the Development.

NOW, THEREFORE, in consideration of the approval of the Site Plan of Hometown Village of Marion consisting of all three (3) phases by the Township Board, and of the mutual promises contained herein, the parties agree as follows:

1. **Recording and Filing of Condominium Master Deed.** The Developer has, under the Act, prepared a Master Deed and Bylaws for Hometown Village of Marion, a condominium. Said instruments are hereinafter collectively called the "Condominium Documents" and will be filed for record with the County of Livingston and said Condominium Documents have been submitted to and reviewed by the Township Board. This Planned Unit Development Agreement will be recorded as Exhibit "C" to said Master Deed. The Developer shall develop and the Association shall maintain the Development in accordance with the Condominium Documents, this Planned Unit Development Agreement and in accordance with the final Site Plan approved by the Board. No changes shall be made in the Condominium Documents which are contrary to the Site Plan as approved by the Township nor shall any changes be made in this Planned Unit Development Agreement unless the Township also approves such changes in writing.

2. **Use of Common Areas and Open Space in Accordance with Township Requirements.** The Common Areas and Open Space, as shown on the Site Plan of the

Development, may be used for such purposes as are permitted by the Developer in the Condominium Documents but no use of property within such areas shall violate any of the statutes of the State of Michigan or the ordinances of the Township or be in conflict with the provisions of this Agreement or the approved Site Plan.

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

Approval by the Township of this Development under Article XIII of the Marion Township Zoning Ordinance is conditioned upon the development, construction and maintenance of the Development in accordance with the Site Plan approved by the Township Planning Commission on March 28, 2000, and the Township Board on June 15, 2000 said site plan being incorporated herein by reference; compliance with all specific conditions of said approval as set forth on the approved Site Plan, and in the minutes of the Planning Commission and Township Board; and compliance with all applicable ordinances of the Township and in accordance with the Condominium Documents. Without limitation of the foregoing, the following applies to this Development:

- (a) The maximum number of Units proposed to be developed is 267, resulting in a proposed density of approximately of 4.2 Units per acre. The Development is restricted to single family residential purposes and permitted accessory uses thereto as set forth in applicable Township Ordinances and the Condominium Documents.
- (b) It is the intention of the Developer to develop the Condominium in three (3) phases. The estimated timing of each phase is as follows:
 - (1) Street and utility timing (approximately):
 - (i) Final approval to Phase I completion – Six months
 - (ii) Phase I completion to Phase II completion – Eighteen months
 - (iii) Phase II completion to Phase III completion – Eighteen months
 - (2) Home building timing (approximately):
 - (i) Phase I streets complete to Phase I homes complete – Twenty-four months
 - (ii) Phase I homes complete to Phase II homes complete – Eighteen months
 - (iii) Phase II homes complete to Phase III homes complete – Thirty months

The total estimated timing from Final Site Plan Approval to Phase III home completion is approximately seventy-eight months, or six and one-half years.

- (c) The phases of the Condominium will be developed sequentially, as shown on the approved Site Plan. At no time will the Development be developed by more than one owner.

- (d) As set forth on the approved Site Plan, the Development will include a swimming pool and clubhouse in Phase I, an entry boulevard area in Phase I, tot lots in Phases I and III, a bell tower in Phase I, a gazebo in Phase III, and open spaces and walking trails in each of the Phases.
- (e) The Developer shall be permitted to commence construction of no more than 5 model units on lots 4-9 as depicted on the approved site plan, and the clubhouse and swimming pool in Phase I of the Development upon execution of this Agreement by all parties, provided that all requisite permits therefor are received. No certificates of occupancy for such improvements shall be issued nor shall any models or the clubhouse be shown, however, until the first lift of asphalt and adjacent curb are installed on Champlain Boulevard from the entrance of the Development to the front of such improvements and, weather permitting, on the balance of the roadways in Phase I of the Development.
- (f) Residential structures in the Development shall have a minimum square footage of 750 square feet.
- (g) The Common Areas and Open Spaces shall be installed and maintained in accordance with the approved Final Site Plan. In the event that such Common Areas and Open Spaces are not so installed and maintained in phases that have been developed, the Township, in addition to other remedies under this Agreement, shall be entitled to prohibit the development of any future phases of the Condominium until such deficiencies are corrected; provided, however, that the swimming pool to be located in Phase I may be installed during a later stage of development so as to avoid the likelihood of construction dust and debris in the pool; provided further, however, that the swimming pool shall be installed by November 1, 2001.
- (h) In the event that the Condominium is not expanded in size, the portion of the Development that is within the Condominium shall have those Open Spaces and/or amenities as are depicted on the approved Site Plan for such portion of the Development. Open Spaces shall be maintained at or in excess of the minimum percentage which the Project proposed and which was approved by the Township.
- (i) The Condominium shall contain no more than twenty (20) of the Developer's "A-1 model" residences in each of the three (3) Phases.
- (j) The Developer shall not commence taking sales on the next Phase of the Development until it has binding purchase agreements for at least forty-five (45%) percent of the Lots in the preceding Phase. The Developer shall not commence construction of homes in the next Phase of the Development until it has installed the site improvements in said Phase. The Developer shall not commence construction of homes in the next Phase of the Development until is has substantially completed the construction of homes on at least twenty (20%) percent of the Lots in the preceding Phase.

- (k) The Developer shall be permitted to select an appropriately licensed engineer to inspect the site improvements for the Development for compliance with applicable Township requirements at Developer's cost; provided, however, that said engineer certifies to the Township that the site improvements have been installed in accordance with the Township requirements. In the event that the Developer does not select an engineer to so inspect and certify the site improvements, the Township's engineers shall inspect same and the Developer shall pay the costs of such inspections.
- (l) The Developer shall be permitted to post a bond in the amount of the cost of installation of the second lift of asphalt in Phase I of the Development. The estimated cost of said second lift is Fifty-four Thousand (\$54,000.00) Dollars.
- (m) The Developer shall be permitted to install a temporary sign at the site entrance to the Development during land balancing, installation of site improvements, and construction. Said temporary sign shall be two-sided, four feet by eight feet (4' x 8') in size, and shall announce the new Development. The temporary sign will be removed upon the closing of the last sale in the Development.
- (n) Upon execution of this Agreement, the Developer shall be permitted to maintain a short-term sales trailer at the site entrance to the Development on Champlain Boulevard. The Developer shall close and remove the short-term trailer and shall be permitted to maintain a long-term sales trailer on the island in Champlain Boulevard, north of the clubhouse when access to said long-term sales trailer is achieved. The removal of the short-term sales trailer shall be completed within one (1) week after the opening of the long-term sales trailer, weather permitting. The long-term sales trailer shall be removed upon the closing of the last sale in the Development and the area surrounding same shall be restored to its condition as provided in the approved final Site Plan.
- (o) The Developer shall be permitted to escrow with the Township the cost of installing the monuments for the Development until the monuments required by Section 6.18E of the Marion Township Zoning Ordinance are installed. The Developer's engineers shall certify the cost of such installation.
- (p) Prior to recording the Master Deed for the Condominium, the Developer shall quit claim to the Township an approximate one (1') foot strip of land described on Exhibit "C" hereto, to be used as a stub road.
- (q) Developer shall provide to the Township a boundary survey of the Development, including the Phase I land and the Phases II and III land, certified to the Township by a professional engineer or surveyor licensed by the State of Michigan before any certificates of occupancy are issued by the Township for the Development.
- (r) The covenants, grants of easements, (including easements for public utilities), and other restrictions for the benefit of the Township, as contained in the Master Deed

submitted to and reviewed by the Township Board as set forth in Paragraph 1 of this Agreement, are hereby incorporated herein by reference.

- (s) It is acknowledged that had the Development not been approved as a residential development under Article XIII, "Planned Unit Development District" of the Marion Township Zoning Ordinance, the regulations which would otherwise have been applicable to the property are those that are contained in the Township's Zoning Ordinance for Suburban Residential districts.

4. Failure of Developer or Association to Develop or Maintain Common Areas and Open Spaces in Accordance with Township Requirements. In the event that the Developer shall fail to develop the Common Areas and Open Spaces as depicted in the Site Plan in the manner set forth by the Township Board in its approval of the Site Plan, or any amendments thereof, or if Developer, the Association or the successors or assigns of either of them shall, at any time, fail to maintain the Common Areas and Open Spaces of the Development as approved by the Township in the final Site Plan, the Township may serve written notice upon the Developer or the Association or the successors of either of them setting forth the manner in which there has been a failure to develop or maintain the Common Areas or Open Spaces in reasonable condition and said notice shall include a demand that deficiencies be cured within a specified reasonable time and, further, shall state the date and place of a hearing thereon before the Township Board or such other body or official to whom the Board shall delegate such responsibility, which shall be held immediately after the time period specified for the curing of deficiencies. At such hearing, the Township Board, other body or official shall review the progress, if any, and may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured.

- (a) **Right of Township Regarding Deficiencies.** If the deficiencies set forth in the original notice or in the modifications thereof shall not be cured within said reasonable time or any extension thereof, the Township, in order to preserve the taxable values of the properties within Hometown Village of Marion or to provide the required Common Areas or Open Spaces in the Development or to prevent such Common Areas or Open Spaces from becoming a public nuisance, may enter thereon and maintain the Open Spaces for a reasonable period of time or may take such other action to cure the deficiency as may be just and reasonable. The maintenance of the Common Areas or Open Spaces by the Township shall not constitute a taking or condemnation nor vest in the public any right to use the same. Before the expiration of the said time period, the Township may upon its own initiative or, upon the request of the Developer or the Association or the successors of them (herein called the "requesting parties"), conduct a hearing upon notice to the requesting parties at which hearing the requesting parties shall show cause why such maintenance or other action by the Township shall not, at the election of the Township, continue for a succeeding time period. If the Township shall determine that the Developer or the Association or the successors of either of them (herein called the "responsible party or parties") is/are ready and able to develop and/or maintain the Common Areas or Open Spaces in reasonable

manner and/or condition, the Township shall cease to maintain them or cease such other action, as applicable, at the end of said time period. If the Township shall determine that the responsible party or parties is/are not ready and able to develop or maintain the Common Areas or Open Spaces in a reasonable condition, the Township may in its discretion continue to maintain said Common Areas or Open Spaces or continue to take such other action during a next succeeding time period, and, subject to a similar hearing and determination, in subsequent time periods thereafter.

- (b) **Collection of Costs of Curing Deficiencies by Tax Assessments against the Development.** The costs of such maintenance or other action, notices and hearing by the Township, and such other procedures taken by the Township to enforce this Agreement, shall be paid by the responsible party or parties (as defined in subparagraph (a) above) and shall become a lien on the subject premises on a pro rata basis to be assessed and collected as a special assessment on the next annual Township tax roll at the discretion of the Township, or said costs may be billed directly to the responsible party or parties. If said costs are not paid by the responsible party or parties, the Township may sue to collect said costs and fees and if litigation commences, the responsible party or parties shall pay, in addition to said costs, all court costs and attorney fees. In all areas within the approved Development which have been developed in accordance with the requirements of the Township, the sole responsible party shall be the Association and the Developer shall have no further responsibilities with respect to such part.

5. **No Change in Common Areas or Open Spaces Use Without Township Approval.** No change affecting the use of the Common Areas or Open Spaces of the Development shall become effective until approved by the Township Board. Copies of all amendments of the approved Site Plan shall be filed with the Township.

6. **Grant of Easements to Township.** HVM, the Developer, and the Association hereby grant an easement and right-of-way over the streets, roadways, driveways, units, Common Areas and Open Spaces of the Development to the Township and its assigns or agents. Said right-of-way and easement is only for the purpose of permitting the Township reasonably to enter upon said streets, roads, driveways, units, Common Areas and Open Spaces with its municipal vehicles for the purpose of rendering service to the Development for emergency and public safety purposes and to enter upon, and maintain the Common Areas and Open Spaces in accordance with this Agreement. Such vehicles shall include, without limitation, police vehicles, fire apparatus, water and sewer vehicles, maintenance and service vehicles, emergency medical vehicles and other municipally-owned motor vehicles. In no way shall the granting of this easement, in and of itself, be construed as a dedication of any portion of said streets, roads, driveways, units, Common Areas and/or Open Spaces to the public. This Agreement shall not be construed to limit the easement rights of the Township which are granted and conveyed to the Township in the Master Deed.

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 \$948,720.00, 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 sixty eight (268) 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.

8. Agreement Binding on Successors and Assigns. The parties hereto make this Agreement on behalf of themselves, their successors and assigns and the signers hereby warrant that they have the authority and capacity to make this Agreement. All references to Developer herein shall include any successor to the Developer who or which may act as Developer of the Condominium or any part thereof. So long as Developer shall not violate any of the terms of this Agreement, it shall be relieved of further responsibilities hereunder upon conveyance by it of the Development to a successor developer and/or to the co-owners of all Units in the Condominium. This Agreement shall be recorded with the Livingston County Register of Deeds.

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

WITNESS:

Samuel K. Hodgdon
SAMUEL K. HODGDON
Richard L. Irish
RICHARD L. IRISH
Richard L. Irish
RICHARD L. IRISH
Samuel K. Hodgdon
SAMUEL K. HODGDON

TOWNSHIP OF MARION,
a Michigan municipal corporation

By: [Signature]
Designated Sup. Supervisor
Official
By: [Signature]
MIRNA SCHLITTLER Clerk

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

By: [Signature]
Phillip W. McCafferty
Its Manager

Samuel K. Hodgdon
SAMUEL K. HODGDON
Christine E. Krusinski
Christine E. Krusinski

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

By: [Signature]
Phillip W. McCafferty
Its President

Samuel K. Hodgdon
SAMUEL K. HODGDON
Christine E. Krusinski
Christine E. Krusinski

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

Samuel K. Hodgdon
SAMUEL K. HODGDON

Christine E. Krusinski
Christine E. Krusinski

By: [Signature]
Phillip W. McCafferty
Its President

STATE OF MICHIGAN)
) SS.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this 10th day of August, 2000, by SUE E. WINGLE and MYRNA SCHWITLER, the ~~Supervisor~~ ^{DESIGNATED TOWNSHIP OFFICIAL} and Clerk, respectively, of the Township of Marion, a Michigan municipal corporation, on behalf of the corporation.

SAMUEL K. HODGDON
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Jul 18, 2004
acting in Livingston County

Samuel K. Hodgdon
SAMUEL K. HODGDON
Notary Public,

OAKLAND County, Michigan
acting in Livingston County
My commission expires JULY 18, 2004

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 8th day of August, 2000 by Phillip W. McCafferty, the Manager of HVM, a Michigan limited liability company, on behalf of said company.

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

Christine E. Krusinski
Christine E. Krusinski Notary Public,
Oakland County, Michigan
My commission expires 1/27/03

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 8th day of August, 2000 by Phillip W. McCafferty, the President of Delcor Homes – Hometown Village of Marion, Ltd., a Michigan corporation, on behalf of the corporation.

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

Christine E. Krusinski
Christine E. Krusinski Notary Public,
Oakland County, Michigan
My commission expires 1/27/03

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 8th day of August, 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.

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

Christine E. Krusinski
Christine E. Krusinski Notary Public,
Oakland County, Michigan
My commission expires 1/27/03

PHASE 1

A parcel of land in the Northeast 1/4 of Section 11, T2N, R4E, Marion Township, Livingston County, Michigan; the 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 a distance of 1269.83 feet; thence S87°41'26"W 1056.89 feet; thence N02°18'35"W 183.52 feet; thence S87°41'26"W 27.73 feet; thence N02°18'34"W 60.00 feet; thence Northwesterly 140.42 feet along a curve to the left, said curve having a radius of 383.50 feet, a delta angle of 20°58'44", and a chord of 139.64 feet bearing N11°49'24"W; thence Northwesterly 103.03 feet along a curve to the right, said curve having a radius of 733.00 feet, a delta angle of 08°03'11", and a chord of 102.94 feet bearing N18°17'11"W; thence N11°54'51"W 60.00 feet; thence S78°05'09"W 101.48 feet; thence Northwesterly 190.61 feet along a curve to the right, said curve having a radius of 105.00 feet, a delta angle of 104°00'34", and a chord of 165.49 feet bearing N49°54'33"W; thence Northwesterly 97.07 feet along a curve to the left, said curve having a radius of 1134.00 feet, a delta angle of 04°54'16", and a chord of 97.04 feet bearing N00°21'24"W; thence N87°11'06"E 108.50 feet; thence Northwesterly 333.52 feet along a curve to the left, said curve having a radius of 1242.50 feet, a delta angle of 15°22'47", and a chord of 332.52 feet bearing N10°30'17"W; thence Northeasterly 14.72 feet along a curve to the right, said curve having a radius of 638.50 feet, a delta angle of 01°19'17", and a chord of 14.72 feet bearing N62°47'29"E; thence Northeasterly 145.85 feet along a curve to the right, said curve having a radius of 186.50 feet, a delta angle of 44°48'26", and a chord of 142.16 feet bearing N84°32'03"E; thence N16°56'17"E 168.50 feet; thence Southeasterly 15.78 feet along a curve to the right, said curve having a radius of 355.00 feet, a delta angle of 02°32'49", and a chord of 15.78 feet bearing S71°47'19"E; thence N19°29'06"E 217.36 feet; thence N88°25'06"E 31.80 feet; thence S02°53'24"E parallel to said East line a distance of 169.96 feet; thence N87°06'36"E 951.25 feet to the point of beginning; said parcel containing 34.52 acres more or less.



PHASE 2

A parcel of land in the Northeast 1/4 of Section 11, T2N, R4E, Marion Township, Livingston County, Michigan; the 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 1971.92 feet; thence S87°41'26"W 1056.89 feet to the point of beginning of this description; thence S87°41'26"W 497.02 feet; thence N22°37'31"E 247.17 feet; thence Northwesterly 273.48 feet along a curve to the right, said curve having a radius of 440.00 feet, a delta angle of 35°36'42", and a chord of 269.10 feet bearing N49°41'29"W; thence S57°56'59"W 107.96 feet; thence Northwesterly 313.76 feet along a curve to the right, said curve having a radius of 552.00 feet, a delta angle of 32°34'01", and a chord of 309.55 feet bearing N15°48'45"W; thence Northwesterly 319.98 feet along a curve to the left, said curve having a radius of 688.50 feet, a delta angle of 26°37'40", and a chord of 317.10 feet, bearing N10°01'14"W; thence N20°03'21"W 106.42 feet; thence S79°59'30"E 44.92 feet; thence N20°01'37"E 116.86 feet; thence N27°57'02"E 60.22 feet; thence Southeasterly 84.72 feet along a curve to the left, said curve having a radius of 470.00 feet, a delta angle of 10°19'40", and a chord of 84.60 feet bearing S71°44'31"E; thence N13°05'39"E 257.49 feet; thence N88°25'06"E 624.95 feet; thence S19°29'06"W 217.36 feet; thence Northwesterly 15.78 feet along a curve to the right, said curve having a radius of 355.00 feet, a delta angle of 02°32'49", and a chord of 15.78 feet bearing N71°47'19"W; thence S16°56'17"W 168.50 feet; thence Southwesterly 145.85 feet along a curve to the left, said curve having a radius of 186.50 feet, a delta angle of 44°48'26", and a chord of 142.16 feet bearing S84°32'03"W; thence Southwesterly 14.72 feet along a curve to the left, said curve having a radius of 638.50 feet, a delta angle of 01°19'17", and a chord of 14.72 feet bearing S62°47'29"W; thence Southeasterly 333.52 feet along a curve to the left, said curve having a radius of 1242.50 feet, a delta angle of 15°22'47", and a chord of 332.52 feet bearing S10°30'17"E; thence S87°11'06"W 108.50 feet; thence Southeasterly 97.07 feet along a curve to the right, said curve having a radius of 1134.00 feet, a delta angle of 04°54'16", and a chord of 97.04 feet bearing S00°21'24"E; thence Southeasterly 190.61 feet along a curve to the left, said curve having a radius of 105.00 feet, a delta angle of 104°00'34", and a chord of 165.49 feet bearing S49°54'33"E; thence N78°05'09"E 101.48 feet; thence S11°54'51"E 60.00 feet; thence Southeasterly 103.03 feet along a curve to the left, said curve having a radius of 733.00 feet, a delta angle of 08°03'11", and a chord of 102.94 feet bearing S18°17'11"E; thence Southeasterly 140.42 feet along a curve to the right, said curve having a radius of 383.50 feet, a delta angle of 20°58'44", and a chord of 139.64 feet bearing S11°49'24"E; thence S02°18'34"E 60.00 feet; thence N87°41'26"E 27.73 feet; thence S02°18'35"E 183.52 feet to the point of beginning; said parcel containing 17.99 acres more or less

EXHIBIT

"B"

PHASE 3

A parcel of land in the Northeast 1/4 of Section 11, T2N, R4E, Marion Township, Livingston County, Michigan; the 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 1971.92 feet; thence $S87^{\circ}41'26''W$ 1553.91 feet to the point of beginning of this description; thence $S87^{\circ}41'26''W$ 971.17 feet to a point on the North-South 1/4 line of said Section 11; thence $N03^{\circ}29'57''W$ along said North-South 1/4 line a distance of 1450.58 feet; thence $N88^{\circ}25'06''E$ 932.80 feet; thence $S13^{\circ}05'39''W$ 257.49 feet; thence Northwesterly 84.72 feet along a curve to the right, said curve having a radius of 470.00 feet, a delta angle of $10^{\circ}19'40''$, and a chord of 84.60 feet bearing $N71^{\circ}44'31''W$; thence $S27^{\circ}57'02''W$ 60.22 feet; thence $S20^{\circ}01'37''W$ 116.86 feet; thence $N79^{\circ}59'30''W$ 44.92 feet; thence $S20^{\circ}03'21''E$ 106.42 feet; thence Southeasterly 319.98 feet along a curve to the right, said curve having a radius of 688.50 feet, a delta angle of $26^{\circ}37'40''$, and a chord of 317.10 feet bearing $S10^{\circ}01'14''E$; thence Southeasterly 313.76 feet along a curve to the left, said curve having a radius of 552.00 feet, a delta angle of $32^{\circ}34'01''$, and a chord of 309.55 feet bearing $S15^{\circ}48'45''E$; thence $N57^{\circ}56'59''E$ 107.96 feet; thence Southeasterly 273.48 feet along a curve to the left, said curve having a radius of 440.00 feet, a delta angle of $35^{\circ}36'42''$, and a chord of 269.10 feet bearing $S49^{\circ}41'29''E$; thence $S22^{\circ}37'31''W$ 247.17 feet to the point of beginning; said parcel containing 27.40 acres more or less

KEBS, INC.

KYES
ENGINEERINGBRYAN
LAND SURVEYS

May 19, 2000

Delcor Homes
Attn: Todd
2195 Milford Road
Milford, MI 48381RE: Hometown Village at Marion Condominiums, North road 1'
legal description for the Township.

A parcel of land in the Northeast 1/4 of Section 11, T2N, R4E, Marion Township, Livingston County, Michigan; the 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; thence $S87^{\circ}06'36''W$ 746.78 feet to the point of beginning of this description; thence $S39^{\circ}14'52''W$ 1.35 feet; thence $S87^{\circ}06'36''W$ 80.91 feet; thence $N39^{\circ}14'52''E$ 1.35 feet; thence $N87^{\circ}06'36''E$ 80.91 feet to the point of beginning.

Any questions please feel free to call.

Matt Ottinger
Kebes, Inc

EXHIBIT

1 "C"