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CONSOLIDATING MASTER DEED HERITAGE VILLAGE OF SWARTZ CREEK CONDOMINIUM

(Act 59, Public Acts of 1978)
as amended

This Consolidating Master Deed is made and executed on this 26th day of July, 2019 by Heritage Village of Swartz Creek Condominium Association, a Michigan non-profit corporation (the "Association"), pursuant to the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Act").

PREAMBLE

A. The Association is the administrator of Heritage Village of Swartz Creek Condominium (the "Project"), established as a condominium pursuant to a certain Master Deed recorded on October 29, 2002 as Instrument No. 2002-10290121507, Genesee County Records, and First Amendment to Master Deed recorded on October 6, 2004 as Instrument No. 2004-10060103034, Genesee County Records, and Second Amendment to Master Deed recorded on January 10, 2006 as Instrument No. 2006-01100002636, Genesee County Records, and Amendment to the Second Amendment to Master Deed recorded on June 30, 2006 as Instrument No. 2006-06300061790, Genesee County Records, and known as Genesee County Condominium Subdivision Plan No. 301.

B. Pursuant to the affirmative approval of at least 66 2/3% of the Co-owners and in accordance with the authority provided in Section 90 of the Act, the Association desires (1) to consolidate into one instrument the original Master Deed and prior Amendments to the Master Deed, (2) to eliminate now inapplicable provisions contained in the Master Deed and Bylaws, and (3) to add or modify certain provisions of these documents for the general benefit of the Co-owners of the Condominium.

C. The Condominium Subdivision Plan which is being recorded with this Consolidating Master Deed was previously recorded in parts as each phase of the Condominium was developed. The various drawings are now compiled and recorded together, for convenience and designated as Exhibit B to this Consolidating Master Deed. In addition, and in modification of the boundaries depicted in the originally recorded Subdivision Plan, a Survey Certificate, dated January 14, 2019, is attached hereto and recorded as Exhibit B-1. Said Survey Certificate memorializes an alteration in the location of the boundary between Units 15 and 16, such that Units 15 and 16, which had previously each been 65 feet wide, are now 55 feet and 75 feet wide, respectively. More specifically, Unit 15 is 55 feet wide (between the Unit 14 and Unit 16 boundaries) and Unit 16 is 75 feet wide (between the Unit 15 boundary and the boundary of the alley to the east of Unit 16).

NOW, THEREFORE, the Association does, upon the recording hereof, confirm the establishment of Heritage Village of Swartz Creek Condominium as a Condominium Project under the Act and does declare that Heritage Village of Swartz Creek Condominium ("Condominium", "Condominium Project" or the "Project") shall, after recording of this Consolidating Master Deed, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Consolidating Master Deed and Exhibits "A," "B" and "B-1" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project is a residential condominium.

The Condominium Project is known as Heritage Village of Swartz Creek Condominium, Genesee County Condominium Subdivision Plan No. 301. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibits B and B-1. Each Unit is capable of individual utilization as each has access to a Common Element of the Condominium. Each Co-owner in the Condominium Project shall have an exclusive right to their Unit and shall have undivided and inseparable rights to share the Common Elements with other Co-owners of the Condominium as designated by the Consolidating Master Deed. Each Co-owner in the Project shall have an exclusive property right to his Unit and to the Limited Common Elements which are appurtenant to his Unit, and shall have an undivided right to share with other Co-owners in the ownership and use of the

General Common Elements of the Project as described in this Consolidating Master Deed.

ARTICLE II
LEGAL DESCRIPTION

The land which is submitted to the Condominium as established and re-confirmed and re-declared by this Consolidating Master Deed is particularly described as follows:

PART OF THE SOUTH 1/2 OF SECTION 30, T7N-R6E, CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 30; THENCE S 89°31'00" W, 1308.98 FEET; THENCE N 01°41'53" W, 435.08 FEET; THENCE N 89°30'59" E, 133.03 FEET; THENCE S 01°41'53" E, 65.01 FEET; THENCE N 89°30'59" E, 346.08 FEET; THENCE N 01°41'53" W, 43.93 FEET; THENCE N 89°30'59" E, 192.24 FEET; THENCE N 00°29'01" W, 281.10 FEET; THENCE S 89°30'59" W, 13.18 FEET; THENCE N 00°29'01" W, 60.00 FEET; THENCE N 89°31'58" E, 17.89 FEET; THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 919.87 FEET, A CENTRAL ANGLE OF 23°22'00", AND A CHORD BEARING AND DISTANCE OF N 21°04'12" E, 372.55 FEET; THENCE N 32°45'12" E, 136.87 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 73°56'51", AND A CHORD BEARING AND DISTANCE OF N 04°13'14" W, 24.06 FEET; THENCE N 41°11'39" W, 114.18 FEET; THENCE S 39°05'06" W, 11.86 FEET; THENCE N 51°12'50" W, 60.00 FEET; THENCE ON A NON-TANGENT CURE TO THE RIGHT HAVING A RADIUS OF 1,197.00 FEET, A CENTRAL ANGLE OF 07°51'26", AND A CHORD BEARING AND DISTANCE OF N42°42'53" E, 164.02 FEET; THENCE N 41°11'39" W, 11.41 FEET; THENCE N 48°48'21" E, 66.00 FEET; THENCE N 43°08'32" W, 77.98 FEET; THENCE N 15°40'36" E, 247.58 FEET; THENCE S 74°19'24" E, 55.00 FEET; THENCE S 15°40'36" W, 39.00 FEET; THENCE S 74°19'24" E, 387.79 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF 78°47'44", A CHORD BEARING AND DISTANCE OF N 66°16'44" E, 16.50 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 753.00 FEET, A CENTRAL ANGLE OF 5°55'29", A CHORD BEARING AND DISTANCE OF N 23°55'07" E, 77.83 FEET; THENCE N 74°19'24" W, 59.20 FEET; THENCE N 15°40'36" E, 55.00; THENCE S 74°19'24" E, 22.06 FEET; THENCE N 15°40'37" E, 5.98 FEET, THENCE ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 4°00'06", A CHORD BEARING AND DISTANCE OF N 17°40'39" E, 14.66 FEET; THENCE N 19°40'42" E, 97.63 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 666.75 FEET; A CENTRAL ANGLE OF 8°49'00", A CHORD BEARING AND DISTANCE OF N 15°16'12" E, 102.50 FEET;

THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET, A
 CENTRAL ANGLE OF 29°50'57", A CHORD BEARING AND DISTANCE OF N
 04°03'47" W, 51.51 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A
 RADIUS OF 210.00 FEET; A CENTRAL ANGLE OF 39°29'29", A CHORD BEARING
 AND DISTANCE OF N 00°45'29" E, 141.90 FEET; THENCE ALONG A CURVE TO
 THE LEFT HAVING A RADIUS OF 380.00 FEET, A CENTRAL ANGLE OF 11°37'09",
 A CHORD BEARING AND DISTANCE OF N 14°41'39" E, 76.93 FEET; THENCE
 ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 577.00 FEET, A
 CENTRAL ANGLE OF 15°02'35", A CHORD BEARING AND DISTANCE OF N
 16°24'22" E, 151.06 FEET; THENCE N 62°51'50" W, 17.17 FEET; THENCE N
 27°08'10" E, 66.00 FEET; THENCE S 62°51'50" E, 167.59 FEET; THENCE N
 31°13'11" E, 31.59 FEET; THENCE S 58°46'49" E, 170.79 FEET; THENCE S
 22°21'01" W, 101.20 FEET; THENCE S 70°24'18" E, 129.87 FEET; THENCE S
 19°35'42" W, 111.67 FEET; THENCE S 70°24'18" E, 26.00 FEET; THENCE S
 19°35'42" W, 55.00 FEET; THENCE N 70°24'18" W, 65.84 FEET; THENCE ON A
 NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 90.00 FEET, A
 CENTRAL ANGLE OF 09°32'12", A CHORD BEARING AND DISTANCE OF S
 09°12'42" W, 14.96 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A
 RADIUS OF 1032.75 FEET, A CENTRAL ANGLE OF 15°14'06", A CHORD
 BEARING AND DISTANCE OF S 12°03'39" W, 273.80 FEET; THENCE S 19°40'42"
 W, 153.73 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS
 OF 1077.00 FEET, A CENTRAL ANGLE OF 6°24'59", A CHORD BEARING AND
 DISTANCE OF S 22°53'12" W, 120.55 FEET; THENCE ALONG A CURVE TO THE
 RIGHT HAVING A RADIUS OF 1077.00 FEET, A CENTRAL ANGLE OF 4°43'57", A
 CHORD BEARING AND DISTANCE OF S 28°27'39" W, 88.93 FEET; THENCE
 ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 380.00 FEET, A
 CENTRAL ANGLE OF 11°26'53", A CHORD BEARING AND DISTANCE OF S
 25°06'11" W, 75.80 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A
 RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF 89°47'02", A CHORD BEARING
 AND DISTANCE OF S 25°30'47" E, 18.35 FEET; THENCE S 70°24'18" E, 23.57
 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A
 RADIUS OF 527.50 FEET, A CENTRAL ANGLE OF 5°42'41", A CHORD BEARING
 AND DISTANCE OF N 33°30'19" E, 52.56 FEET; THENCE S 56°27'51" E, 55.07
 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A
 RADIUS OF 472.50 FEET, A CENTRAL ANGLE OF 17°05'43", A CHORD BEARING
 AND DISTANCE OF S 28°08'34" W, 140.46 FEET; THENCE S 19°35'42" W, 37.85
 FEET; THENCE S 70°24'18" E, 36.50 FEET; THENCE S 19°35'42" W, 55.00 FEET;
 THENCE N 70°24'18" W, 26.00 FEET, THENCE S 06°49'56" E, 238.04 FEET;
 THENCE S 16°51'00" W, 181.00 FEET; THENCE N 73°09'00" W, 19.70 FEET;
 THENCE S 10°03'37" W, 75.12 FEET; THENCE S 03°00'31" E, 60.83 FEET;
 THENCE S 00°29'01" E, 61.37 FEET, THENCE S 00°29'01" E, 448.00 FEET;
 THENCE S 89°30'59" W, 20.00 FEET; THENCE S 00°29'01" E, 111.86 FEET TO

THE SOUTH LINE OF SECTION 30; THENCE S 89°26'32" W, 197.49 FEET ALONG THE SOUTH LINE OF SECTION 30 TO THE POINT OF BEGINNING. CONTAINING 45.375 ACRES MORE OR LESS. RESERVING THEREFROM THE SOUTH 50 FEET FOR BRISTOL ROAD RIGHT OF WAY. DESCRIPTION PREPARED FROM INFORMATION OF RECORD FOR CONDOMINIUMS OF "HERITAGE VILLAGE, PHASE I (INSTR. NO. 200210290121507), HERITAGE VILLAGE, PHASE II, (INSTR. NO. 200410060103034), AND HERITAGE VILLAGE, PHASE II A, (INSTR. NO. 2006011100002636). DESCRIPTION DOES NOT REPRESENT AN ON THE GROUND SURVEY.

ARTICLE III **DEFINITIONS**

Certain terms are utilized not only in this Consolidating Master Deed but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and Regulations of Heritage Village of Swartz Creek Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Heritage Village of Swartz Creek Condominium as a Condominium. As used in such documents, unless the context otherwise requires, the terms set forth below shall be defined as follows:

(a) "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

(b) "Arbitration Association" means the American Arbitration Association or its successor.

(c) "Association of Co-owners" or "Association" means the non-profit corporation organized under the laws of Michigan of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(d) "Association Bylaws" means the corporate Bylaws of the Association.

(e) "Common Elements", where used without modification, means the portions of the Project other than the Condominium Units, including all General and Limited Common Elements described in Article IV hereof.

(f) "Condominium Bylaws" means Exhibit A to this Consolidating Master Deed, being the Bylaws setting forth the substantive rights and obligations of the Co-owners, which form a part of this recorded instrument.

(g) "Condominium Documents" means and includes this Master Deed and all exhibits to this Master Deed recorded pursuant to the Act, and any other instrument referred to in this Master Deed which affects the rights and obligations of a Co-owner in the Condominium.

(h) "Condominium Premises" means the land described in Article II above, all improvements and structures located or to be located thereon, and all easements, appurtenances and other rights belonging to Heritage Village of Swartz Creek Condominium as described in this Master Deed.

(i) "Condominium Subdivision Plan" means Exhibit B to the original Master Deed, as previously amended, and Exhibit B-1, being the site, survey and other drawings depicting the real property and improvements which form a part of this recorded instrument.

(j) "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete unit as such space may be described on Exhibits B and B-1 hereto, and shall have the same meaning as the term "unit" as defined in the Act.

(k) "Co-owner" means the person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof who or which own a Condominium Unit in the Project. Co-owner includes land contract vendees and land contract vendors, who are considered jointly and severally liable under the Act and the Condominium Documents. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

(l) "General Common Elements" means those Common Elements of the Project described in Article IV, A, of this Consolidating Master Deed which are for the use and enjoyment of all Co-owners, subject to such charges as may be assessed to defray the cost of operation thereof.

(m) "Limited Common Elements" means those common elements of the Project described in Article IV, B, of this Consolidating Master Deed which are reserved for the exclusive use of the Co-owners of a specified Unit or Units.

(n) "Consolidating Master Deed" means this instrument, together with the exhibits attached to this Consolidating Master Deed which describe Heritage Village of Swartz Creek Condominium as a completed Condominium Project, and all Units and Common Elements therein.

(o) "Master Deed" means the original Master Deed as recorded in Instrument No. 2002-10290121507, as amended.

(p) "Percentage of Value" means the percentage assigned to each Unit by this Master Deed, which is determinative of the value of a Co-owner's vote at meetings of the Association when voting by value or by number and value, and the proportionate share of each Co-owner in the Common Elements of the Project.

(q) "Project" or "Condominium" means Heritage Village of Swartz Creek Condominium, a condominium development established in conformity with the provisions of the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made in this Consolidating Master Deed to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV **COMMON ELEMENTS**

The Common Elements of the Condominium are shown in Exhibit "B" and described in this Article IV. The General Common Elements are for the common use and enjoyment of all the Co-owners of the Condominium. The Limited Common Elements are for the exclusive use and enjoyment of appurtenant Unit owners.

A. General Common Elements. The General Common Elements are:

- (1) Alley/Lanes. The alleys are General Common Elements and are to be maintained by the Association. The cost will be allocated to all homeowners regardless if they live on or off the alley.
- (2) Roads. The public roadways located within the boundaries of Heritage Village, are owned and maintained by the City of Swartz Creek.
- (3) Land. Land within the Condominium Project not identified as either Units or Limited Common Elements shall be a General Common Element and will be maintained by the association.
- (4) Storm Water Drainage System. All storm water drainage facilities serving the Project. These may be maintained by the City of Swartz Creek.
- (5) Water and Sanitary Sewers. The water main and sanitary sewer main servicing the Project, but not laterals or leads to a Unit sewers were dedicated to the City of Swartz Creek.

- (6) Detention/Retention Areas. The storm detention and retention areas and easements, if any, designated on the Condominium Subdivision Plan. These are maintained by the Association.
- (7) Landscaping, Exterior Lighting And Sprinkler Systems. All landscaping, exterior lighting and sprinkler systems installed within the General Common Element land areas including the lights on the retaining wall are maintained by the Association.
- (8) Retaining Wall. Retaining walls on either side of the ponds near entrance. Shall be maintained by the Association.
- (9) Other. All other Common Elements of the Project not designated as Limited Common Elements and not enclosed within the boundaries of a Condominium Unit, which are intended for common use or are necessary to the existence, upkeep or safety of the Project. Some or all of the utility and telecommunication lines, equipment and systems (including mains and service leads) described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility and/or telecommunication lines, equipment and systems shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

B. Limited Common Elements. The Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

- (1) Other Land. Certain other land may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit to which it appertains, as may be shown on Exhibit B.
- (2) Utility Leads. All utility leads and lines lying within the Units including potable water facilities servicing a Unit are limited in use to the Units serviced by them.
- (3) Driveways. Private driveways serving individual Units are Limited Common Elements, even if they are located partially on the General Common Element Land Area.

C. Maintenance Responsibilities. Responsibility for the cleaning, decoration, maintenance, repair, and replacement of the Common Elements will be as follows:

- (1) Limited Common Elements. Each Owner shall be individually responsible for the routine cleaning, snow removal, maintenance, repair, and replacement of all Limited Common Elements appurtenant to the Owner's Unit.
- (2) Unit Improvements and Other Owner Responsibilities. Unless otherwise stated in this Master Deed, Unit Owners shall be responsible for the maintenance, repair, and replacement of all structures and improvements and the maintenance and mowing of all yard areas situated within the boundaries of a Unit.
- (3) Association Oversight. The exterior appearance of all structures, improvements, and yard areas (to the extent visible from any other Unit or from a Common Element) shall be subject at all times to the approval of the Association and to any reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.
- (4) Other Common Elements. The cost of cleaning, decoration, maintenance, repair, replacement, and snow removal of all Common Elements other than that described above shall be the responsibility of the Association, except for the repair or replacement of a Common Element due to an act or the neglect of an Owner or an Owner's agent, invitee, family member, or pet.
- (5) Maintenance by the Association. If an Owner fails, as required by this Master Deed, the By-laws, or any rules or regulations promulgated by the Association, to properly and adequately decorate, repair, replace, or otherwise maintain the Owner's Unit, any structure or improvement located within the Unit, or any appurtenant Limited Common Element, the Association shall have the right, but not the obligation, to undertake periodic exterior maintenance functions with respect to improvements constructed or installed within any Unit boundary as it deems appropriate (including, without limitation, painting or other decoration, lawn mowing, snow removal, tree trimming, and replacement of shrubbery and other plantings). The Association will in no event be obligated to repair or

maintain any such Common Element or improvement. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future date.

- (6) Assessment of Costs. All costs incurred by the Association in performing any maintenance functions that are the primary responsibility of an Owner shall be charged to the affected Owner or Owners on a reasonably uniform basis and collected in accordance with the assessment procedures established by the Condominium Bylaws. A lien for nonpayment shall attach to Owner's Unit for any such charges, as with regular assessments, and may be enforced by the use of all means available to the Association under the Condominium Documents or by law for the collection of assessments, including, without limitation, legal action, foreclosure of the lien securing payment, and the imposition of fines.

D. Use of Units or Common Elements. No Co-owner shall use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

E. Assignment or Reassignment of Limited Common Elements. A Limited Common Element may be reassigned, in accordance with Section 39 of the Act and the Condominium Documents. The concerned Co-owners shall prepare a written application to the Board of Directors of the Association which shall promptly prepare or cause to be prepared and executed, an amendment to this Consolidating Master Deed reassigning all rights and obligations with respect to the Limited Common Elements involved. The Amendment shall be delivered to the concerned Co-owners upon their payment of all reasonable costs for the preparation and approval thereof. All affected Co-owners must consent to such reassignment of Limited Common Elements and all affected mortgagees must be notified.

F. Power of Attorney. By acceptance of a deed, mortgage, land contract or other instrument of conveyance, all Co-owners, mortgagees and other interested parties are deemed to have appointed the Association as their agent and attorney to act in connection with all matters concerning the Common Elements and their respective interests in the Common Elements. Without limiting the generality of this appointment, the Association will have full power and authority to grant easements over, to sever or lease mineral interests and/or to convey title to the land or improvements constituting the General Common Elements or any part of them, to amend the Condominium Documents for the purpose of assigning or reassigning the Limited Common Elements and in general to execute all documents and to do all things necessary or convenient to the exercise of such powers. The Association's

ability to act as agent and attorney-in-fact for Unit Co-owners with respect to matters concerning the Common Elements of the Condominium is limited only to matters that do not materially adversely affect the rights of Co-owners.

G. Separability. Except as provided in this Consolidating Master Deed, Condominium Units shall not be separable from their appurtenant Common Elements, and neither shall be used in any manner inconsistent with the purposes of the Project, or in any other way which might interfere with or impair the rights of other Co-owners in the use and enjoyment of their Units or their appurtenant Common Elements.

ARTICLE V

DESCRIPTION AND PERCENTAGE OF VALUE

A. Description of Units. Each Unit in the Condominium is described in the Condominium Subdivision Plan of Heritage Village of Swartz Creek Condominium. Description of Units. A complete description of each Unit in the Project is contained in the Subdivision Plan as surveyed by the Project's surveyor. Each Unit shall include all the space within the Unit boundaries and above to a depth of 20 feet below and a height of 50 feet above the surface as shown on form B, together with all appurtenances to the Unit.

B. Percentage of Value. The total percentage value of the Project is 100, and the Percentage of Value assigned to each of the Condominium Units in the Project shall be equal to every other Unit. The determination that Percentages of Value for all Units should be equal was made after reviewing the comparative characteristics of each Unit, including those that may affect maintenance costs for the Association, and concluding that the Units should each have an equal Percentage of Value.

UNIT #	PERCENTAGE OF VALUE
1	.86207%
2	.86207%
3	.86207%
4	.86207%
5	.86207%
6	.86207%
7	.86207%

UNIT#	PERCENTAGE OF VALUE
13	.86207%
14	.86207%
15	.86207%
16	.86207%
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18	.86207%
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110	.86207%
111	.86207%
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114	.86207%
115	.86207%
116	.86207%

C. Amendment to Percentages of Value. Except as provided in Section 95 of the Act, the percentage of value allocated to each Unit may be changed only with the unanimous consent of all of the Co-owners expressed in an amendment to this Consolidating Master Deed, duly recorded.

ARTICLE VI **EASEMENTS**

A. Easement for Encroachments. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of any land or improvement or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

B. Easements for Maintenance and Repair. The Association and all public or private utilities shall have easements in, on, over, under, across, through and to Units for the installation, maintenance, repair and replacement of all utilities and all Common Elements. The Co-owners of any Unit shall have a permanent easement in, on, over, under, across and through the other Units where necessary or convenient for the installation, maintenance, repair and replacement of Limited Common Elements pertaining to the Unit. Each such easement shall be exercised at reasonable times and upon prior notice except in emergencies.

C. Easements for Installation and Maintenance of Utilities. The Association shall have the right, but shall not be obligated, to dedicate all or any portion of the roads, storm sewers, sanitary sewers, water mains, other utility lines and mains, and pumping stations located or to be located on or under the Condominium to the City of Swartz Creek, the County of Genesee, State of Michigan and/or any other appropriate governmental authorities. The Association shall also have the right to grant appropriate easements to the above governmental bodies or any appropriate public utility company for the purpose of installing, maintaining and/or repairing any roads, storm sewers, sanitary sewers, water mains, other utility lines and mains, or pumping stations whether or not the same are dedicated. All of the Co-owners and mortgagees of Units and other persons interested or who become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Consolidating Master Deed and the Condominium Subdivision Plan as are necessary, in the Association's sole discretion, to effectuate the purposes of this Article and all such persons irrevocably appoint the Association, its successors and assigns, as agent and attorney-in-fact for the purpose of execution of such amendment or amendments and all other documents as may be necessary to effectuate the purposes of this Article.

ARTICLE VII **AMENDMENT AND TERMINATION**

A. The Condominium Documents may be amended for a proper purpose only as follows:

- (1) The amendment may be made without the consent of any Co-owner or mortgagee if the amendment does not materially alter or change the rights of any Co-owner or mortgagee of a Unit in the Project, including, but not limited to, amendments to modify the dimensions of unsold Condominium Units and their appurtenant Limited Common Elements, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and enabling the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or of the State of Michigan.
- (2) The amendment may be made, even if it will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the Co-owners and in some instances, two-thirds (2/3) of the mortgagees; provided, that a Co-owner's Unit dimensions or Limited Common Elements may not be modified without his/her consent, nor may the formula used to determine Percentages of Value for the Project or provisions relating to the ability or terms under which a Unit may be rented be modified without the consent of each affected Co-owner. The affirmative vote of 2/3 of Co-owners is considered 2/3 of all Co-owners entitled to vote as of the record date for such votes. For purposes of this sub-section, a mortgagee shall have one vote for each Unit upon which a mortgage or mortgages are held. Mortgagees are not required to appear at any meeting of Co-owners except that their approval shall be solicited through written ballots as described in Section 90a of the Act. Any mortgagee ballot not returned within 90 days of mailing shall be counted as approval for the change.
- (3) A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments proposed by the Board of Directors, the costs of which are expenses of administration. The Co-owners of record shall be notified of proposed amendments under this Section not less than ten (10) days before the amendment is recorded.

B. The Project may be terminated only with consent of not less than 4/5^{ths} of the Co-owners and mortgagees, as follows:

- (1) Agreement of the required number of Co-owners and mortgagees to termination of the Project shall be evidenced

by their execution of the termination agreement or of acknowledgement of the ramifications thereof, and the termination shall become effective only when the agreement is so evidenced of record.

- (2) Upon recordation of an instrument terminating the Project, any rights the Co-owners may have to the assets of the Association shall be in proportion to their respective undivided interests in the common elements immediately before recordation, except that common profits shall be distributed in accordance with the Condominium Documents and the Act.
- (3) Notification of termination by first class mail shall be made to all parties interested in the Project, including escrow agents, land contract vendors, creditors, lien holders, and prospective purchasers who deposited funds.

ARTICLE VIII **MORTGAGEE VOTES**

To the extent that the Act or these Condominium Documents require a vote of mortgagees of Units on an amendment to the Condominium Documents, the procedures and provisions contained in Section 90a of the Act control. Mortgagees are entitled to vote on amendments to the Condominium Documents only under the following circumstances:

- A. Termination of the Project;
- B. A change in the method or formula used to determine percentage of value assigned to a Unit subject to the mortgagee's mortgage;
- C. A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant limited common elements, or the general common elements from the Association of Co-owners to the Unit subject to the mortgagee's mortgage.
- D. Elimination of a requirement for the Association of Co-owners to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association of Co-owners to the Unit subject to the mortgagee's mortgage.
- E. The modification or elimination of an easement benefitting the Unit subject to the mortgagee's mortgage.

F. The partial or complete modification, imposition, or removal of leasing restrictions for Units in the Project.

G. Amendment requiring the consent of all affected mortgagees under Section 90a of the Act.

ARTICLE IX
SUBDIVISION CONSOLIDATION AND MODIFICATION OF UNITS

Co-owner rights of subdivision, consolidation and modification of Units are as follows:

A. Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Consolidating Master Deed duly reallocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation of boundaries shall not occur, however, until such amendment is recorded in the Office of the Genesee County Register of Deeds.

B. Subdivision of Units. The Co-owner of a Unit may subdivide their Unit upon request to the Association in accordance with Section 49 of the Act. Such subdivision shall be effected by an amendment to the Consolidating Master Deed submitted by the Association (at the expense of the Co-owner wishing to subdivide their Unit). Such amendment shall assign new identifying numbers to the new Units created by the subdivision of a Unit and shall allocate the percentage of value assigned to the original Unit proportionately among the Units as subdivided. Subdivision shall not be made until the amendment is recorded in the Office of the Genesee County Register of Deeds.

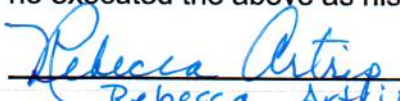
**HERITAGE VILLAGE OF SWARTZ CREEK
CONDOMINIUM**, a Michigan non-profit
corporation


By: Ted Kramer
Its: President

[notarization on following page]

STATE OF MICHIGAN)
)SS.
COUNTY OF GENESEE)

On the 17 of July, 2019 before me personally appeared Ted Kramer, President of Heritage Village of Swartz Creek Condominium, who acknowledged that he executed the above as his free act and deed on behalf of the Association.



Rebecca Artip
Notary Public - Genesee County, Michigan
Acting in Genesee County, Michigan
My Commission Expires: 7/14/24

✓ **DRAFTED BY AND,
AFTER RECORDING, RETURN TO:**

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