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Melvin Phillip McCreo T20021038050  
Genesee County Register MLKHALIL N

**Heritage Village**  
**Master Deed**

This Master Deed is executed on October 28, 2002, by Woodside Builders Inc.; a Michigan corporation ("Developer") 5232 Morrish Road, Swartz Creek, Michigan, 48473, pursuant to the provisions of the Michigan Condominium Act, 1978 P.A. 59, as amended (the "Act").

**RECITALS:** By recording this Master Deed, and the attached Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B), the Developer intends to establish the real property described in Article II below, together with the improvements located and to be located on, and the appurtenances to, that real property as a residential site condominium project under the provisions of the Act. Therefore, the Developer establishes Heritage Village of the City of Swartz Creek as a Condominium Project under the Act and declares that Heritage Village of the City of Swartz Creek (the "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in all ways utilized subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium project, it is provided that:

**ARTICLE I: TITLE AND NATURE.** The Condominium Project shall be known as Heritage Village, Genesee County Condominium Subdivision Plan No., 301. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each unit is set forth completely in Exhibit B. Each Unit is capable of individual use by having its own entrance from and exit to a General Common Element of the Project. Each Co-owner in the Project has an exclusive right to his Unit, has undivided and inseparable rights to share with other Co-owners the General Common Elements of the Project, and has the right to construct a single residential dwelling on his Unit, subject to the Condominium Documents and all applicable laws.

**ARTICLE II: Legal description.** The land submitted to Condominium Project established pursuant to Master Deed of Heritage Village consisting of 38 units is intended to be first stage of expandable condominium under the Act. The land submitted to the Condominium Project for the first stage is described as:

**PHASE 1 LEGAL DESCRIPTION**

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 N 89°30'59" E, 142.88 FEET; THENCE 253.96 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND CHORD BEARING AND DISTANCE OF S 89°09'48" E, 102.58 FEET; THENCE 72.06 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 770.00 FEET AND CHORD BEARING AND DISTANCE OF S 83°18'44" E, 72.03 FEET; THENCE S 80°37'53" E, 41.60 FEET; THENCE S 00°29'01" E, 110.67 FEET; THENCE 20.42 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 13.00 FEET AND A CHORD BEARING AND

50-28-300-00.5  
- 1 -  
I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 6 years next preceding the date of this instrument.  
D. L. K. N.  
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DISTANCE OF S 45°29'01" E, 18.38 FEET THENCE N 89°30'59" E, 74.20 FEET; THENCE S 39.14 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET AND A CHORD BEARING AND DISTANCE OF S 85°48'42" E, 39.09 FEET; THENCE S 81°08'24" E, 74.71 FEET; THENCE 35.88 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS 220.00 FEET AND A CHORD BEARING AND DISTANCE OF S 85°48'42" E, 35.84 FEET; THENCE N 89°30'59" E, 64.39 FEET; THENCE N 00°29'01" W, 25.49 FEET; THENCE N 89°30'59" E, 206.00 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 18.29 ACRES MORE OR LESS. RESERVING THEREFROM THE SOUTH 50 FEET FOR BRISTOL ROAD RIGHT OF WAY.

**ARTICLE III: DEFINITIONS.** When used in any of the Condominium Documents, or in any other instrument pertaining to the Condominium Project or the creation or transfer of any interest in it, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

- (a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- (b) "Association" means Heritage Village Association of Swartz Creek, a not-for-profit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage, and maintain the Condominium Project. Any action required of or permitted by the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.
- (c) "Association Bylaws" means the corporate Bylaws of the Association.
- (d) "Common elements," where used without modification, means both the general and limited common elements.
- (e) "Condominium Bylaws" means Exhibit A hereto, the Bylaws for the Condominium Project.
- (f) "Condominium Documents" means and includes this Master Deed, Exhibits A and B hereto and the Bylaws for the Condominium Project.
- (g) "Condominium Premises" means and includes the land described in Article II hereof, and all easements, rights and appurtenances belonging to the Condominium Project, as described below.
- (h) "Condominium Project" means Heritage Village Condominium, which is a condominium project established pursuant to the Act.
- (i) "Condominium Subdivision Plan" means Exhibit B hereto.
- (j) "Condominium unit" or "unit" each means that portion of the Condominium Project designed and intended for separate ownership and use.
- (k) "Co-owner," "owner" or "member" each means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns legal or equitable title to a condominium unit (including land contract vendees not in default under the terms of their land contracts) within the Condominium Project, and is, therefore, a member of the Association.



- (l) "Developer" means Woodside Builders, Inc. and its successors and assigns. The Developer of the Condominium owns the real property dedicated to the Condominium Project, and is, therefore, a member of the Association.
- (m) "Frontage Area" shall mean the area between the boundary of a unit and the curb portion.
- (n) "Master Deed" means this Master Deed, including Exhibits A and B hereto, both of which are incorporated by reference and made a part hereof.
- (o) "Homesite" shall mean each Condominium Unit, and the General Common Elements land area between the Unit and the paved portion of the adjacent roadway.
- (p) "Development Period," means the period commencing on the date this Master deed is recorded and continuing as long as Developer owns any Unit in the Project.

Terms not defined herein, but defined in the Act, shall carry the meanings given them in the Act unless the context clearly indicates to the contrary. Whenever any reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where such a reference would be

**ARTICLE IV: COMMON ELEMENTS.** The General Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair and replacement are as follows: The General Common Elements dedicated to the City of Swartz Creek (Public) are maintained by the City of Swartz Creek or Utility Company. The alleys and remaining General Common Elements are owned by the Condominium Association and maintained by the Association.

**Section 1. Common Elements.** The Common Elements are:

- A. **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.
- B. **ROADS.** The public roadways located within the boundaries of Heritage Village, shall be dedicated to the City of Swartz Creek and will be plowed and maintained by the city.
- C. **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.
- D. **Electrical, Gas, Telephone and Cable Television.** All underground electrical, gas, telephone and cable television main and lines up to the point where they intersect the boundary of a Home site and all common lighting for the Project, if any is installed belong to the companies that installed them..
- E. **Storm Water Drainage System.** All storm water drainage facilities, if any, serving the Project and may be maintained by the City of Swartz Creek when dedicated.
- F. **Water and Sanitary Sewers.** The water main, if and when they are installed, and sanitary sewer main servicing the Project, but not laterals or leads to a Unit sewers will be dedicated to the City of Swartz Creek..
- G. **Detention Area and Detention Area Easement,** The storm detention and retention areas and easements, if any, designated on the Condominium Subdivision. Plan a Common Element and will be maintained by the association.
- H. **Landscaping, Exterior Lighting and Sprinkler Systems.** All landscaping, exterior lighting and sprinkler systems installed by the Developer or the Association within the General Common Element land areas including the lights on the retaining wall will be maintained by the association.

- I. **Other.** Other elements of the Condominium not designated as General or Limited Common Elements and not located within a unit are intended for common use of all Co-owners or are necessary to the Project.
- J. **Retaining Wall.** Retaining walls on either side of the ponds near entrance. Shall be maintained by the association.

**Section 2. Limited Common Elements.** 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:

- A. **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.
- B. **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.
- C. **Driveways.** Private driveways serving individual Units are Limited Common Elements, even if they are located partially on the General Common Element Land Area.

**Section 3. Structures on Units Not Common Elements.** All structure and improvements located within the boundaries of a Home site shall be owned in there entirely by the Co-owner of the Home site on which they are located and shall not be Common Elements.

**Section 4. Responsibilities:** The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

**A. Co-owner Responsibilities.**

1. **Home sites.** The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Home site (including all easement areas located on the Home site), all improvements on that Home site (except actual physical improvements that are General Common Elements) and all limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit in the Home site or to which the Limited Common Elements appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and rules and regulations of the Association.
2. **Utility Services.** The responsibility for the cost of maintenance, repair and replacement of all utility laterals and leads within a Home site and all individual water lines and potable water facilities on a Unit or its appurtenant Limited Common Element yard shall be borne by the Co-owner of the Unit in that Home site, except to the extent that those expenses are borne by a utility company or a public authority.

**B. Association Responsibilities.** The costs of maintenance, repair and replacement of all General Common Elements except the part of the General Common Elements located within a Home site shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium.

**Section 5.** Some or all of the utility lines, water lines, sewer lines and storm lines system (including mains and service leads and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications and cable television facilities, shall be Common Elements only to the extent of the Co-owners' interest in those items, if any, and Developer makes no warranty whatever



with respect to the nature or extent of that interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that sanitary sewer, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by lateral from the mains to any structures and fixtures located within the Units.

**Section 6. Use of Units and Common Elements.** No Co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any way that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

#### **ARTICLE V: UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE.**

**Section 1. Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Heritage Village of Swartz Creek as prepared by FSE, Inc. (Exhibit B). The project consists of 38 site Units, and may be expanded to a total of 656 Units pursuant to Article VII of this Master Deed. Each unit consists of the Volume of land and air within the Unit boundaries as delineated with heavy outlines on Exhibit B.

**Section 2. Percentages of Value.** All of the units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentages of value assigned to each Unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meeting of the Association.

**ARTICLE VI: SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS.** Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated in accordance with Sections 48 and 49 of the Act and this Article. The resulting changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

**Section 1. By Developer.** Subject to approval by the City of Swartz Creek, Developer reserves the sole right during the Development Period, without the consent of any other Co-owner or any mortgagee of any Unit, to:

- A. Subdivide Units.** Subdivide or resubdivide and Units that developer owns.
- B. Consolidate Contiguous Units.** Consolidate under single ownership two or more contiguous Units that it owns.
- C. Relocate Boundaries.** Relocate any boundaries between adjoining Units that it owns.

In connection with any subdivision, consolidation or relocation of boundaries of Units by the Developer, the Developer may modify, add to or remove Common Elements, and designate or redesignate them as General or Limited Common Elements and shall reallocate the percentages of value of the affected Units, as required by the Act. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by and at the expense of the Developer.

**Section 2. By Co-owners.** Subject to approval by the City of Swartz Creek and, during the Development Period, the Developer, one or more Co-owners may:

- A. Subdivision of Units.** Subdivide any Units that he owns upon written request to the Association.
- B. Consolidation of Units; Relocation of Boundaries.** Consolidate under single ownership two or more contiguous Units that they own to eliminate boundaries or relocate the boundaries between those upon written request to the Association.

These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by the Association. The Co-owner(s) requesting the changes shall bear all costs of preparation and recording of the amendments(s). The changes shall become effective upon recording of the amendment in office of the Genesee County Register of Deeds.

**Section 3. Limited Common Elements.** Limited Common Elements shall be subject to assignment and reassignment in accordance with section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article VI.

**Section 4. Construction of Improvements on Units.** Subject to the restrictions contained in the Condominium Documents, including the Rules and Regulations of the Project, as amended, a Co-owner may construct on his Unit one single-family residence. All construction shall be in accordance with and subject to the Rules and Regulations and all codes, ordinances, statutes, laws, rules, regulations and private use restrictions,

## **ARTICLE VII: CONTRACTION AND EXPANSION OF CONDOMINIUM**

### **Contraction**

A. Right to Contract. The Condominium Project is a contractible condominium project, as that term is defined in the Act. While Phase I of the Condominium, as established by this Master Deed, is expected to contain 38 units, the Developer may find it necessary or appropriate to contract out of the Condominium the land on which are located Units 1-38 the road right-of-way between them, and the Frontage Area on the side of Unit, according to the Condominium Subdivision Plan attached hereto as Exhibit B.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to contract the Condominium Project without the consent of any co-owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article VII. The land, all or any portion of which may be removed from the Condominium Project, is described as follows:

### **OVERALL LEGAL DESCRIPTION**

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 SAID SECTION 30; THENCE S 89°31'00" W, 1308.98 FEET; THENCE N 01°41'53" W, 2686.92 FEET; THENCE N 89°38'08" E, 1323.84 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION 30; THENCE N 89°30'15" E, 1332.22 FEET TO A POINT ON THE EAST 1/8 LINE OF THE SOUTHEAST 1/4 OF SECTION 30, AS OCCUPIED; THENCE S 00°58'31" E, 1752.25 FEET; THENCE S 89°26'32" W, 430.00 FEET; THENCE S 00°58'31" E, 930.00 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 30; THENCE S 89°26'32" W, 883.14 FEET TO THE POINT OF BEGINNING. CONTAINING 153.28 ACRES MORE OR LESS. RESERVING THEREFROM THE SOUTH 50 FEET FOR BRISTOL ROAD RIGHT OF WAY.

AND ALSO; PART OF THE WEST 1/2 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 30, T7N-R6E, CITY OF SWARTZ CREEK, GENESEE COUNTY, MICHIGAN. DESCRIBED AS: BEGINNING S 89°31'00" W, 1499.02 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 30; THENCE S 89°31'00" W, 376.40 FEET; THENCE N 00°16'44" W, 2687.37 FEET; THENCE N 89°38'08" E, 309.84 FEET; THENCE S 01°41'53" E, 2687.31 FEET TO THE POINT OF BEGINNING. CONTAINING 21.17 ACRES MORE OR LESS. RESERVING THEREFROM THE SOUTH 50 FEET FOR BRISTOL ROAD RIGHT OF WAY.

SUBJECT TO THE EASEMENT AND RIGHT OF INGRESS AND EGRESS ACROSS THE LAND DESCRIBED IN INSTRUMENT RECORDED IN LIBER 1236, PAGE 588 OF DEEDS, GENESEE COUNTY RECORDS.



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(herein referred to as the "Contraction Property").

**B. Restriction upon Contraction.** Contraction of the Condominium Project shall occur without restriction under the following conditions:

(1) The right to elect to contract the Project shall expire ten (10) years from the date hereof.

(2) All or any portion of the Contraction Property may be removed, but none of it must be removed.

(3) There is no limitation as to what portion of the Contraction Property may be removed, and any portions removed may or may not be contiguous to each other or to the Condominium Project as it exists immediately following their removal.

(4) Portions of the Contraction Property may be removed from the Condominium Project at different times.

(5) The order in which portions of the Contraction Property may be removed is not restricted, nor are their any restrictions fixing the boundaries of those portions of the Contraction Property that may be removed.

(6) There are no restrictions on the disposition of any portion of the Contraction Property that is removed from the Condominium Project other than applicable land use laws.

(7) The Condominium Project may be contracted by a series of successive amendments to this initial Master Deed; each removing a portion of the Contraction Property from the Condominium Project as then constituted.

(8) All contraction must be carried out in accordance with the provisions of the Act.

(9) By this Master Deed, the Developer has also reserved the right to create easements within any portion of the Condominium Project (including the Contraction Property) for the benefit of the Contraction Property, if any of it is ever removed from the Condominium Project.

#### **ENLARGEMENT OF CONDOMINIUM**

**A. Right to Expand.** The Condominium Project is an expandable condominium project, as that term is defined in the Act. The first phase of the Condominium Project established pursuant to this initial Master Deed consists of 38 units. Other phases may be added later. The Condominium Project will contain in its entirety no more than 656 units.

The Developer, for itself and its successors and assigns, hereby explicitly reserves the right to expand the Condominium Project without the consent of any of the co-owners. This right may be exercised without any limitations whatsoever, except as expressly provided in this Article VII. The additional land, all or any portion of which may be added to the Condominium Project, is described as follows:

#### **OVERALL LEGAL DESCRIPTION**

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MORE OR LESS. RESERVING THEREFROM THE SOUTH 50 FEET FOR BRISTOL ROAD RIGHT OF WAY.

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SUBJECT TO THE EASEMENT AND RIGHT OF INGRESS AND EGRESS ACROSS THE LAND DESCRIBED IN INSTRUMENT RECORDED IN LIBER 1236, PAGE 588 OF DEEDS, GENESEE COUNTY RECORDS.

**EXCEPT**

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(herein referred to as the "Expansion Property").

**B. Restriction upon Expansion.** Expansion of the Condominium Project shall occur without restriction under the following conditions:

- (1) The right to elect to expand the Project shall expire six (6) years from the date hereof.
- (2) All or any portion of the Expansion Property may be added, but none of it must be added.
- (3) There is no limitation as to what portion of the Expansion Property may be added, and any portions added may or may not be contiguous to each other or to the Condominium Project as it exists at the time of any expansion.



(4) Portions of the Expansion Property may be added to the Condominium Project at different times.

(5) The order in which portions of the Expansion Property may be added is not restricted, nor are there any restrictions fixing the boundaries of those portions of the Expansion Property that may be added.

(6) There is no restriction as to the location of any improvements that may be made on any portions of the Expansion Property.

(7) There is no restriction upon the number of condominium units that may be placed on any particular portion of the Expansion Property.

(8) While the Developer presently intends that any expansion will be reasonably compatible with units in Phase I of the Condominium Project, the nature, appearance and location of all additional units, if any, placed upon the Expansion Property, and any structures to be built therein, will be as may be determined by the Developer in its sole judgment without any restrictions whatsoever.

(9) There are no restrictions as to what improvements may be made on the Expansion Property.

(10) There are no restrictions as to the types of condominium units that may be created on the Expansion Property, except that all units in the Condominium Project must be residential condominium units.

(11) The Developer reserves the right, in its sole discretion, to create convertible and contractible area and limited common elements within any portion of the Expansion Property added to the Condominium Project and to designate general common elements which may subsequently be assigned as limited common elements.

(12) The Condominium Project shall be expanded, if it is expanded, by one or a series of successive amendments to this initial Master Deed, each adding additional land to the Condominium Project as then constituted.

(13) All expansion must be carried out in accordance with the provisions of the Act.

#### **ARTICLE VIII: Easements.**

**Section 1. Easement for Utilities.** There shall be easements to, through and over the land in the Condominium (including all Units and their adjoining Common Element setback areas) for the maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as amended from time to time. If any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors, construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of that encroachment for as long as that encroachment exists, and for its maintenance after rebuilding in the event of destruction.

#### **Section 2. Easements Retained by Developer.**

**A. Roadways Easements.** (1) Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portions of the Project. Developer further reserves the right during the Development Period to install

temporary construction roadways and access ways over the General Common Elements in order to gain access to the Project from a public road. Developer reserves for the benefit of itself, its successor and assigns, and all future owners of the land described in Article VII or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VII. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VII whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in adjoining land described in Article VII whose closest means of access to the public road is over such road.

(2) The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the General Common Element roadways in Heritage Village in the City of Swartz Creek. That right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B, recorded in the Genesee County Records.

(3) The Developer reserves the exclusive right until the lapse of the Development Period to maintain, repair, replace, decorate and landscape the Entranceway to the Project. The nature, extent and expense of maintenance, repair, maintenance, replacement, decoration and landscaping shall be at the sole discretion of the developer. All cost and expenses of initial installation of decorations and landscaping shall not be costs and expenses of administration and operations of the Condominium, but shall be borne by the Developer. All costs and expenses of maintenance, repair, maintenance, replacement, decoration and landscaping other than for the initial installation of those improvements shall be costs and expenses of operation and administration of the Condominium. As used in this paragraph (3), the term "Entranceways" shall include but shall not be limited to the paved portions of the General Common Elements roads and General Common Element land areas including but not limited to median strips and planting and green areas located within 200 feet of the centerline of Bristol Road. After expiration of the Development Period or when Developer assigns to the Association or to another person the Developer's rights under this paragraph A (3), the Association shall have the responsibility for maintenance, repair, replacement, decoration and landscaping of the Entranceways to the extent those areas are General Common Elements for which the association would otherwise have those responsibilities under the Master Deed and Bylaws for the Project.

**C. Utility Easements.** The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII or any portion or portions thereof, perpetual easement to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electric, cable television, storm and sanitary sewer mains. In the event the Developer, its successor or assigns, utilizes, taps, tie into, extends or enlarges any utilities located on the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VII that benefit from such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of



which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VII that benefit from such utility mains. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium and by the owner of the land described in Article VII or portion thereof upon which are located the dwelling Units which such lead or leads services.

**D. Granting Utility Rights to Agencies.** The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to government agencies or to utility companies. Any easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and Exhibit B recorded in the Genesee County Records.

**E. Developer's Right of Use.** The Developer, its successors and assigns, agents and employees, may maintain facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including office, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

**Section 3. Grant of Easements by Association.** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant easements, licenses, rights-of-entry and rights-of-ways over, under and across the Condominium Premises for utility purposes, access purpose or other lawful purposes that may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development Period has not expired.

**Section 4. Association Easements for maintenance, Repair and Replacement.** The Developer, the Association and all public or private utilities shall have such easements over, under across the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

**Section 5. Telecommunications Agreements.** The Association, acting through its duly constituted Board of Directors and subject to the Developers approval during the Development Period, shall have the power to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunication, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunication") to the Project or any Unit. However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or to do any other act or thing that will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such services, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

**Section 6. Other Communities Easements.** The Developer (or the Association after the expiration of the Development Period) shall have the right to grant any other easements on the General Common Elements that are necessary or desirable for development, community usage,

coordinated maintenance and operation of Heritage Village in the City of Swartz Creek and to confer responsibilities and jurisdiction for administration and maintenance of those easements upon the administrator of Heritage Village of the City Swartz Creek.

**Section 7 & Easement for Maintenance of Roads, Storm Water Detention areas and Filtration Facilities.** The Association, the Genesee County Road Commission, The Michigan Department of Environmental Quality, and the City of Swartz Creek and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements, onto each Unit serviced by the roads, storm water detention areas and storm water filtration facilities, for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of the City of Swartz Creek.

**ARTICLE IX: AMENDMENT.** This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3 % of the Co-owners, except that:

**Section 1. Modification of Units or Common Elements.** A Unit's dimensions, and the nature, extent and the responsibility for maintenance, repair or replacement of its appurtenant Limited Common Elements may not be modified in any material way without written consent of the Co-owner and mortgagee of that Unit.

**Section 2. Mortgagee Consent.** A proposed amendment that would materially alter or change the rights of mortgagees generally shall require the approval of 66-2/3 % of all first mortgagees of record allocating one vote for each mortgage held.

**Section 3. By Developer.** Prior to 1 year after expiration of the Development Period, the Developer may, without the consent of any Co-owner or any other person, amend the Condominium Documents to correct survey or other errors and make other amendments that do not materially affect any rights of any Co-owners or mortgagees in the Project.

**Section 4. Change in Percentage of Value.** The value of the vote of any Co-owner, the corresponding proportion of common expenses assessed against him and the percentage of value assigned to his Unit shall not be modified without his and his mortgagee's written consent, except as otherwise provided in the Condominium Documents.

**Section 5. Termination, Vacation, revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without consent of the Developer and 80% of non-Developer Co-owners.

**Section 6. Developer Approval.** During the Development Period, the Master Deed and Exhibits A and B shall not be amended or modified without the written consent of the Developer.

**ARTICLE X: ASSIGNMENT.** The Developer may assign any or all of its rights or powers under the Condominium Documents or law, to another person or the Association by an appropriate written document duly recorded in the office of the Genesee County Register of Deeds.

**ARTICLE XI: CONTROLLING LAW**

The provisions of the Act, and of the other laws of the State of Michigan and of the United States, shall be applicable to and govern this Master Deed and all activities related hereto.



IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date below:

WITNESSES:

Laurie Stoneburg  
Laurie Stoneburg

Elizabeth Fisher  
Elizabeth Fisher

Woodside Builders Inc.

By: Khalil Nemer  
Khalil Nemer  
It's President

Date: October 28, 2002

STATE OF MICHIGAN)  
COUNTY OF GENESEE)

The forgoing instrument was acknowledged before me this 28<sup>th</sup> day of October, 2002, by Khalil Nemer the President of Woodside Builders Inc. on behalf of said corporation.

Carl H. Carlson  
Carl H. Carlson - Notary Public  
Genesee County, Michigan

My commission expires: June 30, 2005

THIS MASTER DEED WAS PREPARED BY:

Khalil Nemer  
5232 S. Morrish Road  
Swartz Creek, MI 48473

✓ 8500

WHEN RECORDED, RETURN TO PREPARER

GENESEE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 301

EXHIBIT 'B' TO THE MASTER DEED OF:

# HERITAGE VILLAGE

PART OF THE SOUTH 1/2 OF SECTION 30  
T7N-R6E, CITY OF SWARTZ CREEK  
GENESEE COUNTY, MICHIGAN

## SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. OVERALL SURVEY PLAN
4. SITE PLAN AND COMMON ELEMENTS
5. UTILITY PLAN
6. CONDOMINIUM UNIT NUMBERS AND DIMENSION PLAN

## DEVELOPER

WOODSIDE BUILDERS, INC.  
5232 SOUTH MORRISH ROAD  
SWARTZ CREEK, MICHIGAN 48473  
PHONE: (810) 635-2227

## PHASE 1 LEGAL DESCRIPTION

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 N 89°30'59" E, 142.88 FEET; THENCE 253.96 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 60.00 FEET AND CHORD BEARING AND DISTANCE OF S 89°09'45" E, 102.58 FEET; THENCE 72.06 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 770.00 FEET AND CHORD BEARING AND DISTANCE OF S 83°18'44" E, 72.03 FEET; THENCE S 80°37'53" E, 41.60 FEET; THENCE S 00°29'01" E, 110.67 FEET; THENCE 20.42 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 13.00 FEET AND A CHORD BEARING AND DISTANCE OF S 45°29'01" E, 18.38 FEET; THENCE N 89°30'59" E, 74.20 FEET; THENCE S 39.14 FEET ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET AND A CHORD BEARING AND DISTANCE OF S 85°48'42" E, 39.09 FEET; THENCE S 81°08'24" E, 74.71 FEET; THENCE 35.88 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS 220.00 FEET AND A CHORD BEARING AND DISTANCE OF S 85°48'42" E, 35.84 FEET; THENCE N 89°30'59" E, 64.39 FEET; THENCE N 00°29'01" W, 25.49 FEET; THENCE N 89°30'59" E, 206.00 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 18.29 ACRES MORE OR LESS, RESERVING THEREFROM THE SOUTH 50 FEET FOR BRISTOL ROAD RIGHT OF WAY.

ATTENTION: COUNTY REGISTER OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER  
MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE  
WHEN A NUMBER HAS BEEN ASSIGNED TO THIS  
PROJECT IT MUST BE PROPERLY SHOWN IN THE  
TITLE ON THIS SHEET AND IN THE SURVEYOR'S  
CERTIFICATE ON SHEET NO. 2.



## SURVEYOR

**F.S.E.**

Surveying & Engineering  
Since 1957

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

DATE

October 28, 2002

CARL H. CARLSON  
LICENSED LAND SURVEYOR  
LICENSE NO. 9189

HERITAGE VILLAGE  
COVER SHEET

PLINT SURVEYING AND ENGINEERING CO.  
5370 MILLER ROAD, SUITE 13 SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

SHEET 1

PROPOSED

10/29/2002 12:15:07  
F:\585.00  
4:38PM  
Malvin Phillip McCreary  
Geneesee County Register  
MLKHALIL N



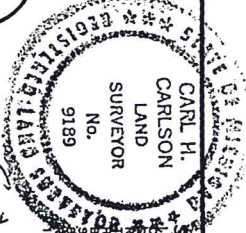
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	770.0'	72.0'	36.0'	72.0'	S81°44'E
C2	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C3	240.0'	34.4'	18.1'	36.0'	S85°46'42"E
C4	220.0'	33.6'	17.6'	35.6'	S85°46'42"E
C5	13.0'	26.4'	13.0'	18.3'	M45°29'0"W
C6	13.0'	26.4'	13.0'	18.3'	M45°29'0"W
C7	240.0'	34.4'	18.1'	36.0'	S85°46'42"E
C8	220.0'	33.6'	17.6'	35.6'	M85°46'42"E
C9	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C10	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C11	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C12	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C13	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C14	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C15	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C16	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C17	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C18	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C19	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C20	13.0'	26.4'	13.0'	18.3'	S45°29'0"E
C21	13.0'	26.4'	13.0'	18.3'	S45°29'0"E



GRAPHIC SCALE

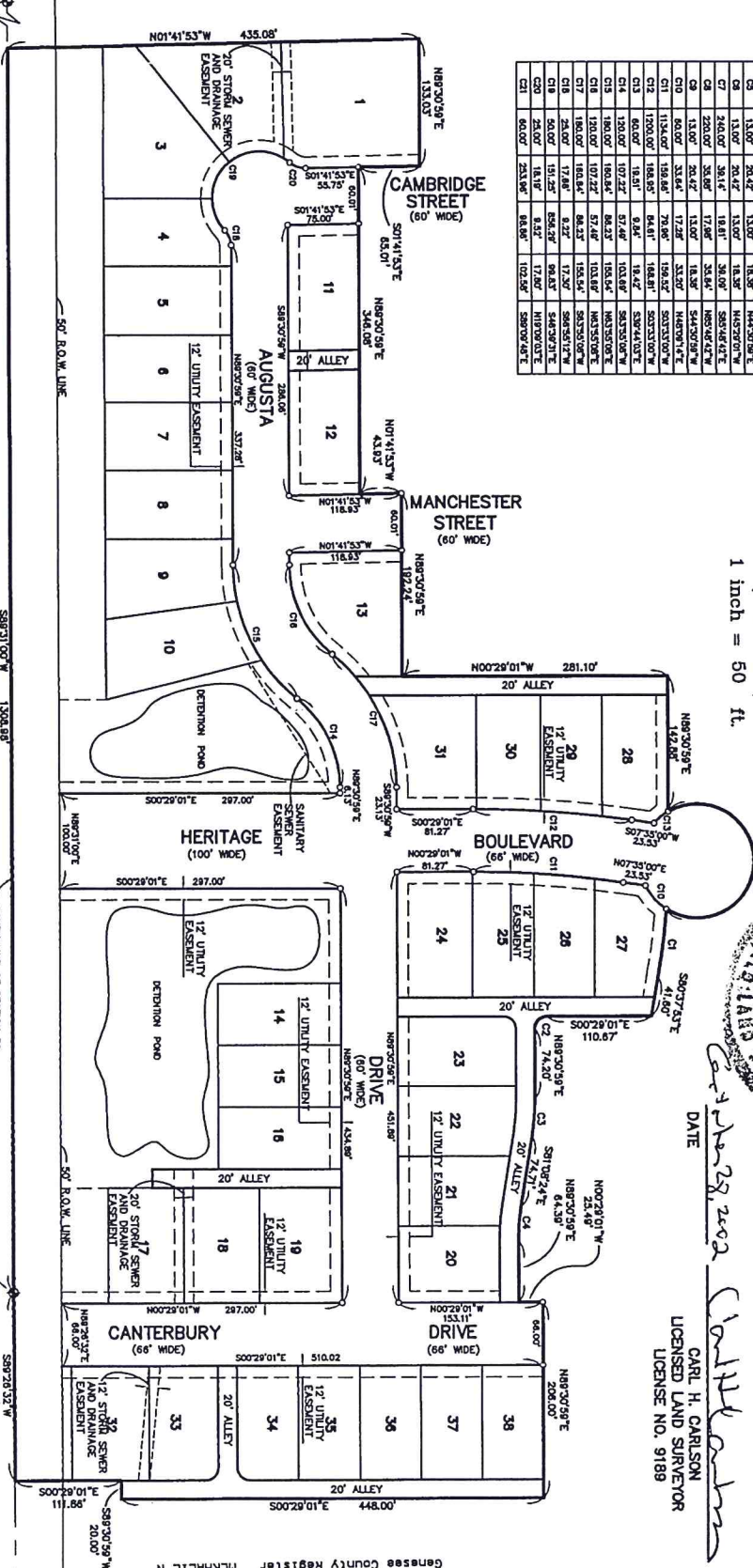


1 inch = 50 ft.



**SURVEYOR'S CERTIFICATE**  
 I, CARL H. CARLSON, LAND SURVEYOR, No. 9189, do hereby certify that the subdivision plan known as GEORGE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. C-1 is shown on the accompanying drawings, that the same have been prepared by me or under my direct supervision, that I am a duly licensed and qualified land surveyor under the laws of the State of Michigan, and that the same have been located in the ground as required by the rules promulgated under the provisions of the Act of March 14, 1920, and as shown and noted on the survey plan as required by the rules promulgated under section 142 of Act No. 59 of the Public Acts of 1976.

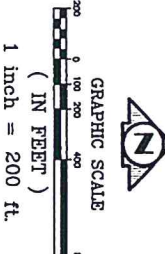
DATE: 10/29/2002  
 CARL H. CARLSON  
 LICENSED LAND SURVEYOR  
 LICENSE NO. 9189



**LEGEND**  
 0 MONUMENT SET  
 C1 CURVE NUMBER  
 BOUNDARY LINE  
 R.O.W. LINE

**HERITAGE VILLAGE SURVEY PLAN**  
 PLATT SURVEYING AND ENGINEERING CO.  
 5370 MILLER ROAD, SUITE 13 SWARTZ CREEK, MI 48473  
 PHONE: (810) 230-1333 FAX: (810) 230-7844  
 SHEET 2

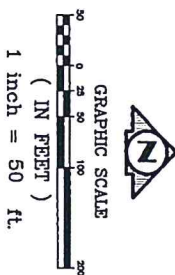
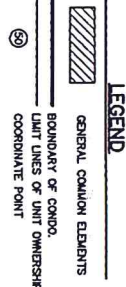
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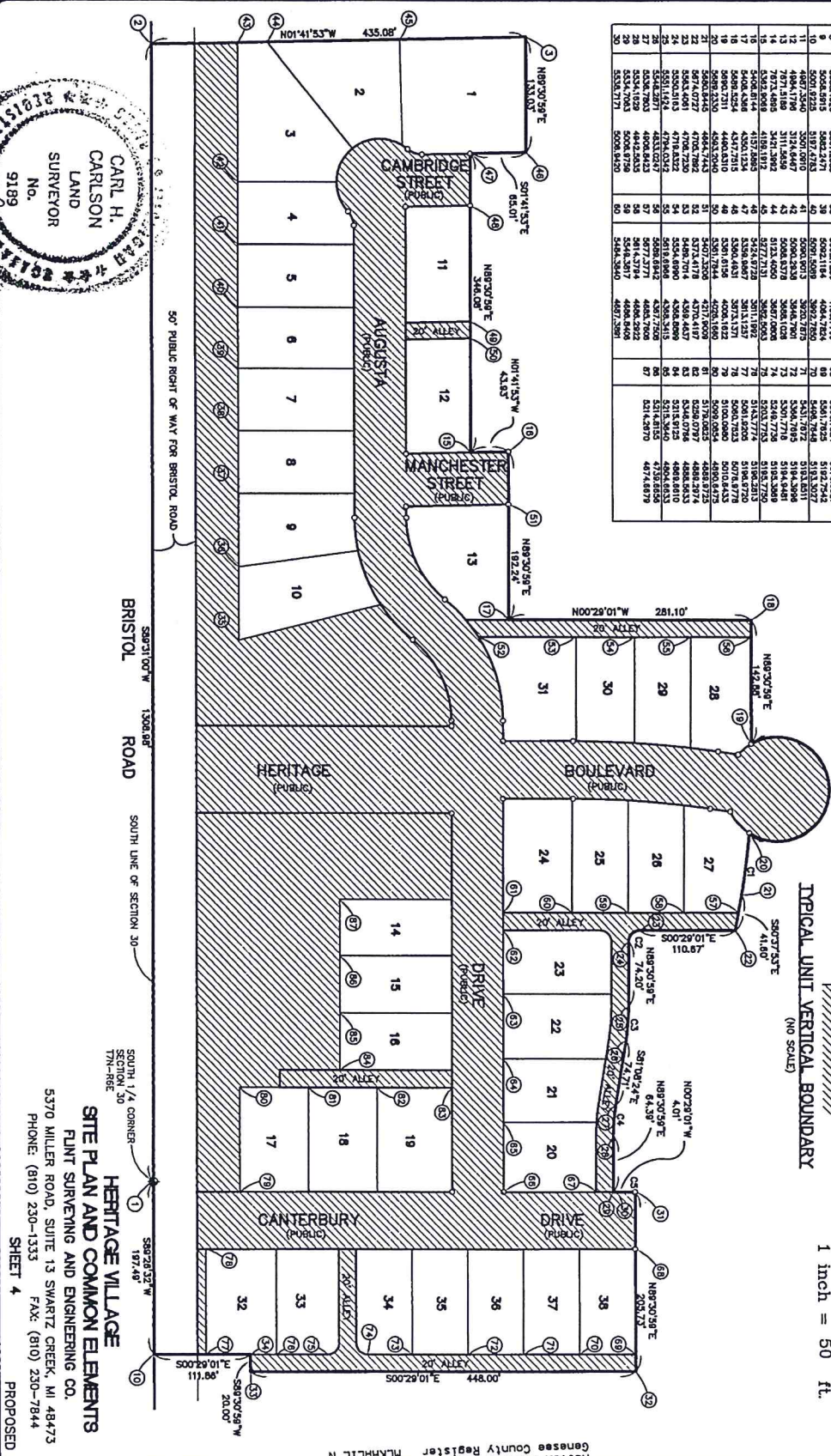
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 4:36 of 39  
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 4:38PM  
 10/29/2002  
 Tsalvina Phillip MacCreae  
 Senessee County Register  
 MLKHALIL N



SCHEDULE OF COORDINATE POINTS					
NO.	NORTHING	EASTING	NO.	NORTHING	EASTING
1	5000.0000	5000.0000	31	5001.8333	5007.2032
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5	4995.3516	5027.6667	35	5009.0333	5029.2844
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17	4981.4064	5107.6667	47	5030.6333	5095.5180
18	4980.2443	5114.3333	48	5032.4333	5101.0383
19	4979.0822	5121.0000	49	5034.2333	5106.5586
20	4977.9201	5127.6667	50	5036.0333	5112.0789
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36	5009.0333	5029.2844	66	5064.8333	5200.4037
37	5010.8333	5034.8047	67	5066.6333	5205.9240
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55	5043.2333	5134.1601	85	5099.0333	5305.2894
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60	5052.2333	5161.7616	90	5108.0333	5332.8909
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63	5057.6333	5178.3225	93	5113.4333	5349.4518
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66	5063.0333	5194.8834	96	5118.8333	5366.0127
67	5064.8333	5200.4037	97	5120.6333	5371.5330
68	5066.6333	5205.9240	98	5122.4333	5377.0533
69	5068.4333	5211.4443	99	5124.2333	5382.5736
70	5070.2333	5216.9646	100	5126.0333	5388.0939
71	5072.0333	5222.4849			
72	5073.8333	5228.0052			
73	5075.6333	5233.5255			
74	5077.4333	5239.0458			
75	5079.2333	5244.5661			
76	5081.0333	5250.0864			
77	5082.8333	5255.6067			
78	5084.6333	5261.1270			
79	5086.4333	5266.6473			
80	5088.2333	5272.1676			
81	5090.0333	5277.6879			
82	5091.8333	5283.2082			
83	5093.6333	5288.7285			
84	5095.4333	5294.2488			
85	5097.2333	5299.7691			
86	5099.0333	5305.2894			
87	5100.8333	5310.8097			
88	5102.6333	5316.3300			
89	5104.4333	5321.8503			
90	5106.2333	5327.3706			
91	5108.0333	5332.8909			
92	5109.8333	5338.4112			
93	5111.6333	5343.9315			
94	5113.4333	5349.4518			
95	5115.2333	5354.9721			
96	5117.0333	5360.4924			
97	5118.8333	5366.0127			
98	5120.6333	5371.5330			
99	5122.4333	5377.0533			
100	5124.2333	5382.5736			



TYPICAL UNIT VERTICAL BOUNDARY  
(NO SCALE)



Insr: 200210290121507  
P: 37 of 39  
F: 4:35:00  
4:38PM  
Malvin Phillip McCreary  
120021030050  
MLKHPRL N

**BENCHMARK**  
NORTH RM OF SANITARY MANHOLE, SOUTH SIDE OF BRISTOL  
ROAD 487' EAST OF DRIVE C/L FOR HOUSE #637.  
ELEVATION = 786.47

**UNIT SETBACKS**  
FRONT YARD SETBACK = 20 FEET  
SIDE YARD SETBACK MIN 4 FEET, 20 FEET TOTAL  
REAR YARD SETBACK = 30 FEET

**EXISTING UTILITIES**

ELECTRIC LOCATION PROVIDED BY CONSUMERS ENERGY  
GAS LOCATION PROVIDED BY CONSUMERS ENERGY  
TELEPHONE LOCATION PROVIDED BY AMERITECH  
CABLE TELEVISION LOCATION PROVIDED BY COMCAST  
SANITARY SEWER AND WATER PROVIDED BY GENESSEE COUNTY  
DRAIN COMMISSIONER AND THE CITY OF SMARTZ CREEK.

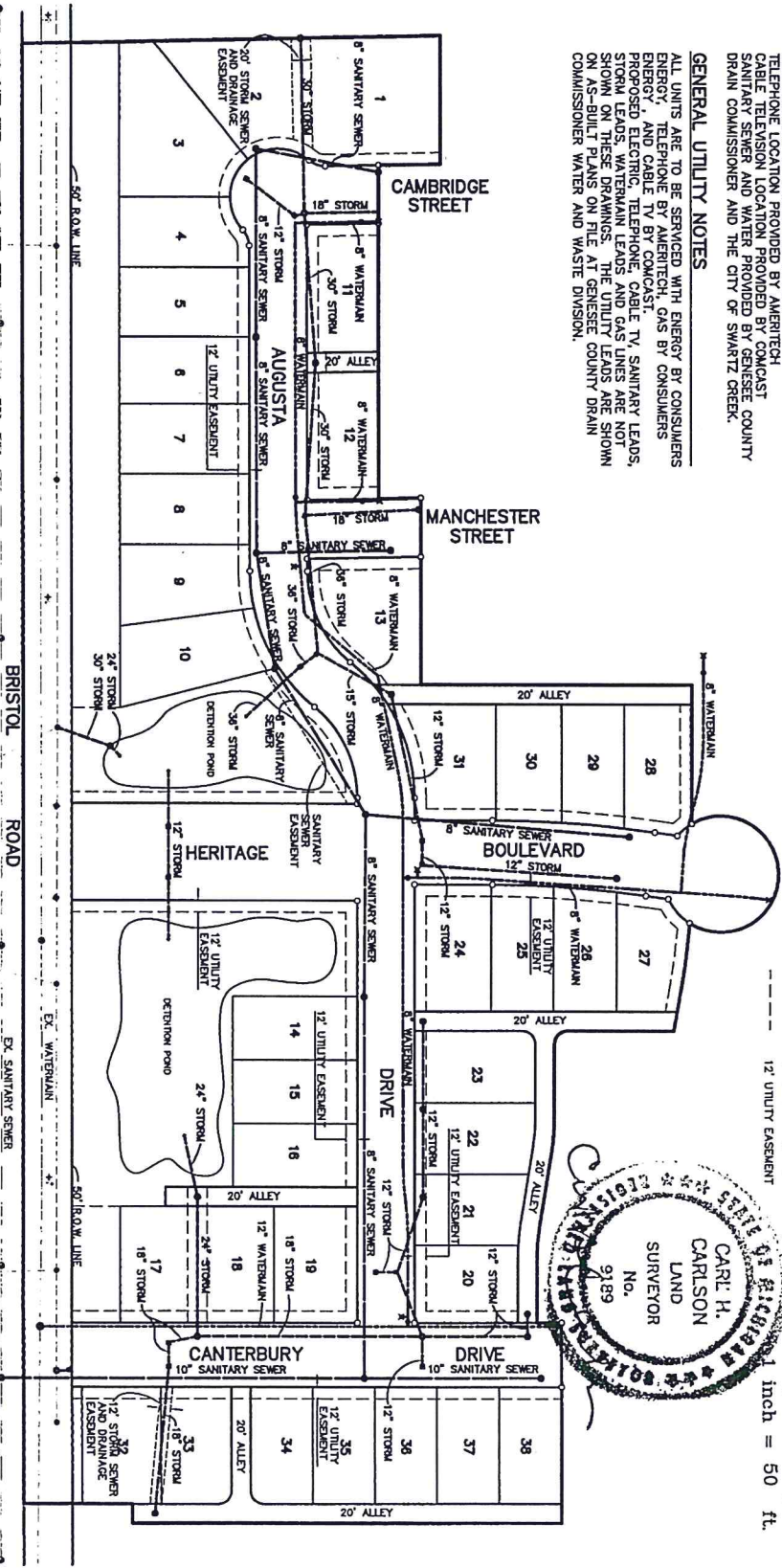
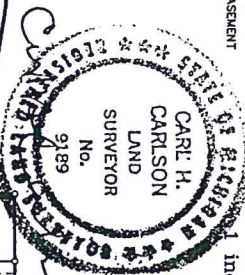
**GENERAL UTILITY NOTES**

ALL UNITS ARE TO BE SERVICED WITH ENERGY BY CONSUMERS  
ENERGY, TELEPHONE BY AMERITECH, GAS BY CONSUMERS  
ENERGY, AND CABLE TV BY COMCAST.  
PROPOSED ELECTRIC, TELEPHONE, CABLE TV, SANITARY LEADS,  
STORM LEADS, WATERMAIN LEADS, AND GAS LINES ARE NOT  
SHOWN ON THESE DRAWINGS. THE UTILITY LEADS ARE SHOWN  
ON AS-BUILT PLANS ON FILE AT GENESSEE COUNTY DRAIN  
COMMISSIONER WATER AND WASTE DIVISION.

**LEGEND**

- STORM SEWER & MANHOLE
- SANITARY SEWER & MANHOLE
- WATERMAIN, HYDRANT, & GATE VALVE
- CATCH BASIN (CIRC & ROUND)
- 12" UTILITY EASEMENT

GRAPHIC SCALE  
(IN FEET)  
1 inch = 50 ft.



**NOTE:**  
UTILITY LOCATIONS OBTAINED FROM  
FSE HERITAGE VILLAGE CONSTRUCTION PLANS

FOR ALL UNITS - "ALL STORM WATER, SANITARY  
SEWER AND WATERMANS SHOWN MUST BE BUILT." ALL  
OTHER IMPROVEMENTS SHOWN NEED NOT BE BUILT."

**HERITAGE VILLAGE  
UTILITY PLAN**  
FLINT SURVEYING AND ENGINEERING CO.  
5370 MILLER ROAD, SUITE 13 SMARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844  
PROPOSED  
SHEET 5

Inst: 200210290121507  
P: 38 of 39  
Melvin Phillip McCreedy T200210308050  
Genessee County Register MLKHLIL N

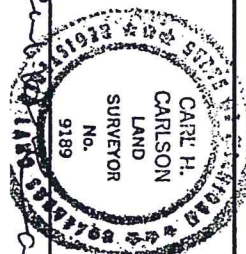
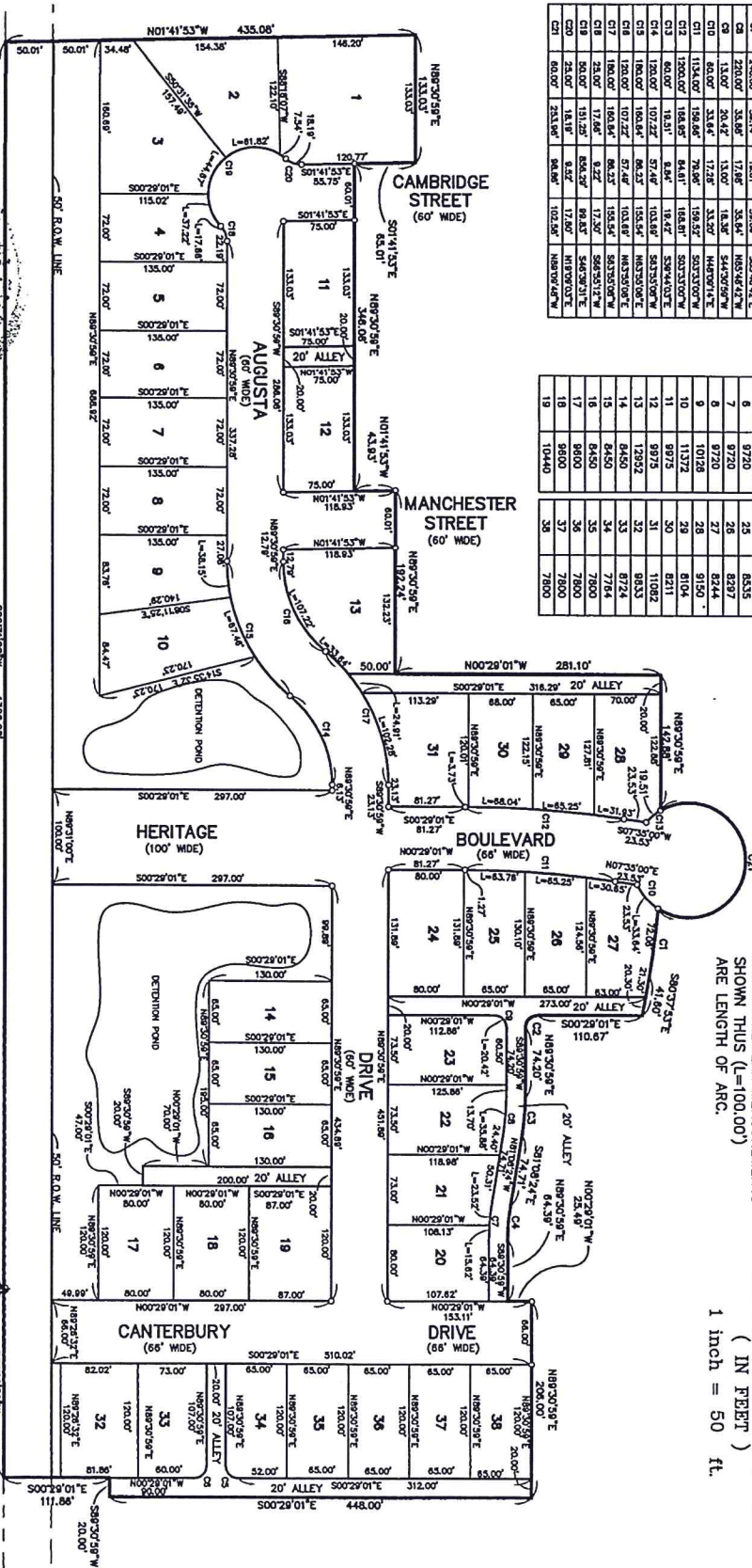
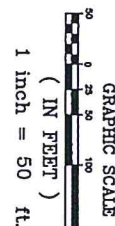


CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	770.00'	72.00'	38.00'	72.00'	N87°14'44"W
C2	13.00'	20.42'	13.00'	18.39'	S45°39'01"E
C3	240.00'	38.14'	18.61'	38.09'	N85°48'42"E
C4	220.00'	35.88'	17.85'	35.84'	S80°48'42"E
C5	13.00'	20.42'	13.00'	18.39'	N44°39'01"E
C6	240.00'	38.14'	18.61'	38.09'	S85°48'42"E
C7	220.00'	35.88'	17.85'	35.84'	S44°39'01"E
C8	13.00'	20.42'	13.00'	18.39'	N87°14'44"W
C9	240.00'	38.14'	18.61'	38.09'	S45°39'01"E
C10	220.00'	35.88'	17.85'	35.84'	S80°48'42"E
C11	1134.00'	188.86'	78.48'	188.87'	S20°13'00"W
C12	1200.00'	188.86'	78.48'	188.87'	S20°13'00"W
C13	400.00'	18.81'	8.46'	18.42'	S89°44'03"E
C14	184.00'	10.22'	5.14'	10.18'	N83°35'00"E
C15	184.00'	10.22'	5.14'	10.18'	N83°35'00"E
C16	184.00'	10.22'	5.14'	10.18'	N83°35'00"E
C17	184.00'	10.22'	5.14'	10.18'	N83°35'00"E
C18	23.00'	17.86'	8.22'	17.20'	S68°50'12"W
C19	50.00'	19.29'	8.64'	18.43'	S46°30'31"E
C20	23.00'	17.86'	8.22'	17.20'	N17°00'00"E
C21	60.00'	23.58'	10.25'	22.95'	N87°00'47"E

UNIT	AREA	UNIT	AREA
SQUARE	FEET	SQUARE	FEET
1	19171	20	6613
2	12778	21	8256
3	14878	22	9098
4	9151	23	9214
5	9720	24	10352
6	9720	25	8535
7	9720	26	8297
8	9720	27	8244
9	10128	28	9150
10	11372	29	8104
11	9975	30	8211
12	9975	31	11082
13	12892	32	8833
14	6450	33	8724
15	6450	34	7764
16	6450	35	7600
17	8600	36	7600
18	9800	37	7600
19	10440	38	7600

FRONT YARD SETBACK = 20 FEET  
SIDE YARD SETBACK = MIN 4 FEET, 20 FEET TOTAL  
REAR YARD SETBACK = 30 FEET

NOTE:  
ALL CURVILINEAR MEASUREMENTS  
SHOWN THIS (L=100.00')  
ARE LENGTH OF ARC.



**HERITAGE VILLAGE**  
CONDOMINIUM UNIT NUMBER AND DIMENSION PLAN  
PLATT SURVEYING AND ENGINEERING CO.  
5370 MILLER ROAD, SUITE 13 SWARTZ CREEK, IN 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844  
SHEET 6

Ins: 200210290121507  
Tel: 20021038050  
F: 855.00  
R: 4:38PM  
Genesee County Register  
MLKHLIL N

Instr: 200410060103034 10/06/2004  
P: 1 of 9 F: \$38.00 2:56PM  
Melvin Phillip McCre T20040035883  
Genesee County Register MLCARL CAR

**First Amendment to the Master Deed  
of  
Heritage Village**

This Amendment to the Master Deed is made and executed this 1<sup>st</sup> day of October, 2004, by Woodside Builders, Inc., a Michigan Corporation, hereinafter referred to as the "Developer", whose post office address is 5232 S. Morrish Road, Swartz Creek, Michigan, 48473, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), and in accordance with the provisions of Article VII: Contraction and Expansion of Condominium. Item Titled: Enlargement of Condominium: as recorded in the Heritage Village Master Deed, Instrument Number 200210290121507, pages 1 through 13 of Genesee County Records.

Whereas, Heritage Village is a condominium project established in the City of Swartz Creek, Genesee County, Michigan, as evidenced by a Master Deed, Condominium Bylaws (Exhibit A to Master Deed) and Subdivision Plan (Exhibit B to Master Deed), recorded in instrument number 200210290121507. Pages 1 through 39 of Genesee County Records, and,

Whereas, the Master Deed of Heritage Village contains provisions in Article VII: Contraction and Expansion of Condominium, for the expansion of the condominium and appropriate amendment to the Master Deed and Subdivision Plan incident thereto, and,

Whereas, the developer desires to expand the Condominium Project in accordance with Article VII of said Master Deed and to appropriately amend the Master Deed and Subdivision Plan.

Now Therefore: the Subdivision Plan for Heritage Village is hereby amended by the addition to the project of, and to include, the following described property located in the City of Swartz Creek, Genesee County, Michigan, to wit:

Part of the South ½ of Section 30, T7N-R6E, City of Swartz Creek, Genesee County, Michigan, Described as: Beginning at a point that is N89°26'32"E, 197.49 feet, and N00°29'01"W, 111.86 feet, and N89°30'59"E, 20.00 feet, and N00°29'01"W, 448.00 feet from the South ¼ Corner of Section 30; thence S89°30'59"W, 206.00 feet; thence S00°29'01"E, 25.49 feet; thence S89°30'59"W, 64.39 feet; thence on a curve to the right having a radius of 220.00 feet, a central angle of 09°20'37", a chord bearing and distance of N85°48'42"W,



35.84 feet; thence N81°08'24"W, 74.71 feet; thence on a curve to the left having a radius of 240.00 feet, a central angle of 09°20'37", a chord bearing and distance of N85°48'42"W, 39.09 feet; thence S89°30'59"W, 74.20 feet; thence on a curve to the right having a radius of 13.00 feet, a central angle of 90°00'00", a chord bearing and distance of N45°29'01"W, 18.38 feet; thence N00°29'01"W, 110.67 feet; thence N80°37'53"W, 41.60 feet; thence on a curve to the left having a radius of 770.00 feet, a central angle of 05°21'42", a chord bearing and distance of N83°18'44"W, 72.03 feet; thence on a non-tangent curve to the left having a radius of 60.00 feet, a central angle of 242°30'36", and a chord bearing and distance of N 89° 09'48" W, 102.58 feet; thence S 89°30'59"W, 156.06 feet; thence N 00° 29'01" W, 60.00 feet; thence N89°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 N21°04'12"E, 372.55 feet; thence N32°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 N04°13'14"W, 24.06 feet; thence N41°11'39"W, 114.18 feet; thence S39°05'06"W, 11.86 feet; thence N51°12'50"W, 60.00 feet; thence on a non-tangent curve to the right having a radius of 1197.00 feet, a central angle of 07°51'26", and a chord bearing and distance of N42°42'53"E, 164.02 feet; thence N41°11'39"W, 11.41 feet; thence N48°48'21"E, 66.00 feet; thence N43°08'32"W, 77.98 feet; thence S85°57'37"E, 82.19 feet; thence S74°19'24"E, 366.19 feet; thence along a curve to the right having a radius of 85.50 feet, a central angle of 22°13'26", a chord bearing and distance of S63°12'41"E, 32.96 feet; thence S52°05'58"E, 20.21 feet; thence along a non-tangent curve to the right having a radius of 861.00 feet, a central angle of 08°07'26", chord bearing and distance of S44°39'31"W, 121.98 feet; thence S48°43'14"W, 7.46 feet; thence S41°02'33"E, 66.00 feet; thence N48°43'14"E, 9.54 feet; thence S53°15'31"E, 77.99 feet; thence along a curve to the left having a radius of 440.50 feet, central angle of 17°08'47", chord bearing and distance of S61°49'54"E, 131.33 feet; thence S70°24'18"E, 126.33 feet; thence S06°49'56"E, 238.04 feet; thence S16°51'00"W, 181.00 feet; thence N73°09'00"W, 19.70 feet; thence S10°03'37"W, 75.12 feet; thence S03°00'31"E, 60.83 feet; thence S00°29'01"E, 61.37 feet to the Point of Beginning. Containing 14.96 acres more or less.

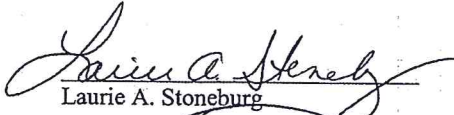
Further, The Subdivision Plan of Heritage Village is hereby amended by the addition to the project of, and to include, the Units and General and Limited Common Elements and other items described in and appearing on Exhibit B, which is by this reference made a part hereof; which units and Subdivision Plan are prepared and described in accordance with the provisions of Article VII of the Master Deed of Heritage Village.

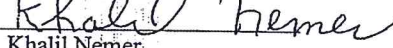
There being no further revisions to be made to the Condominium Project at this time, all other provisions of the Condominium Documents (including the Subdivision Plan) shall remain in full force and effect, except as specifically and expressly modified above.


IN WITNESS WHEREOF, the undersigned has executed this Master Deed as of the date below:

WITNESSES:

Woodside Builders, Inc.

  
Laurie A. Stoneburg

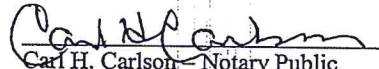
By:   
Khalil Nemer  
It's President

  
Kim R Carlson

Date: 10-1-04

STATE OF MICHIGAN)  
COUNTY OF GENESEE)

The forgoing instrument was acknowledged before me this 1<sup>st</sup> day of October, 2004, by Khalil Nemer the President of Woodside Builders Inc. on behalf of said corporation.

  
Carl H. Carlson - Notary Public  
Genesee County, Michigan

My commission expires: January 30, 2005

THIS AMENDMENT WAS PREPARED BY:

Carl H. Carlson  
5370 Miller Road  
Suite 13  
Swartz Creek, MI 48473

38.00

WHEN RECORDED, RETURN TO PREPARER



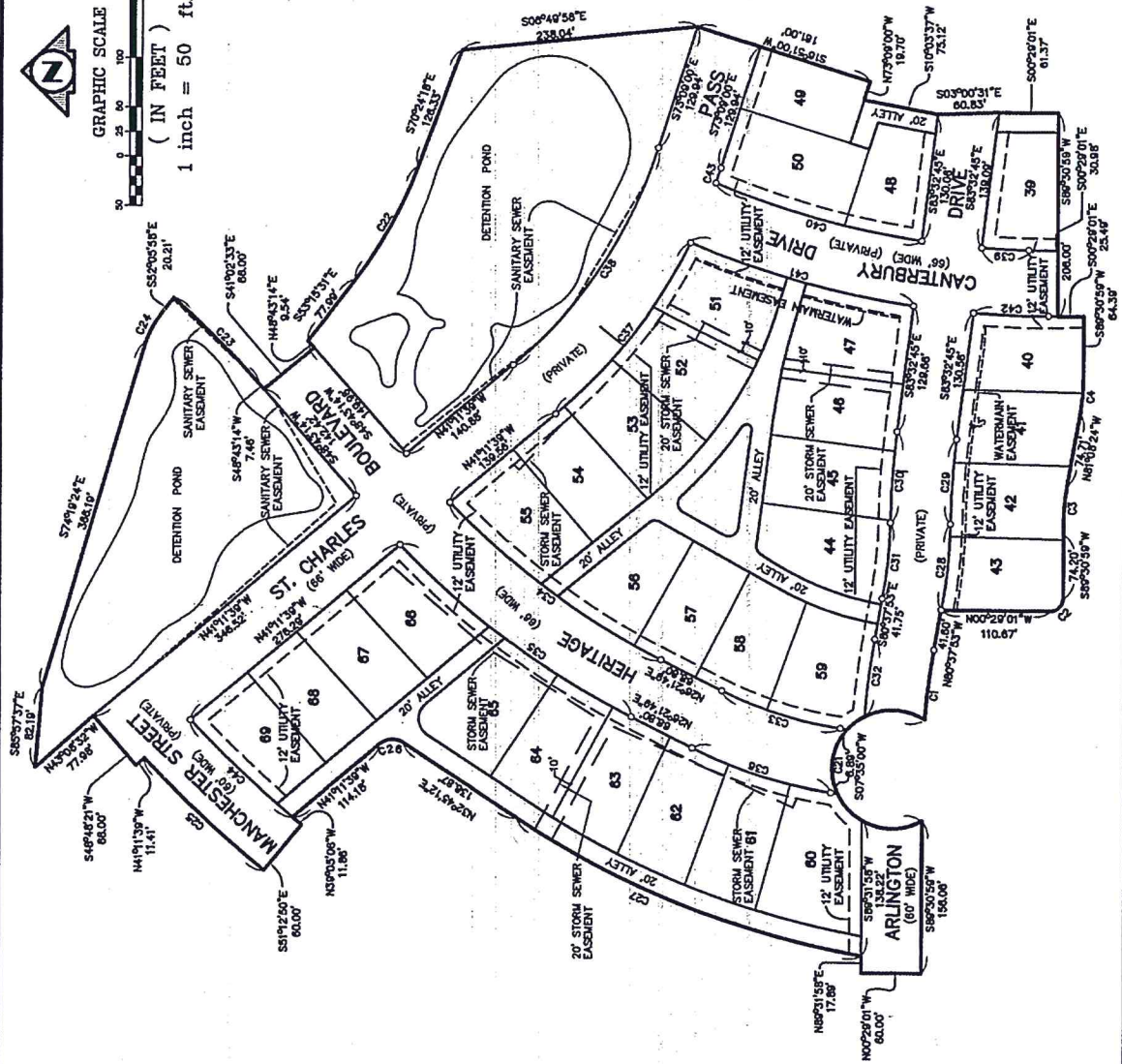
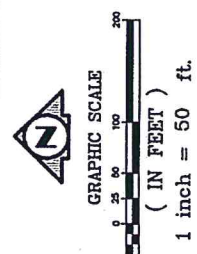
\\halp\22113COND\dwg\COVER.dwg, Model, 9/30/2004 8:30:47 AM, WK01, 1:142.74



# SURVEYOR'S CERTIFICATE

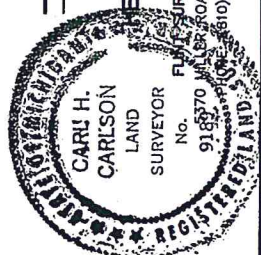
I, CARL CARLSON, REGISTERED LAND SURVEYOR IN THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS GENESSEE COUNTY CANTERBURY DRIVE, REPRESENTS A SURVEY OF THE GROUNDS MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED MONUMENTS AND MARKERS HAVE BEEN PLACED AT THE CORNERS AND BOUNDARIES OF THE LOTS AND THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULE PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

10-1-04 *Carl Carlson*  
DATE  
CARL H. CARLSON  
REGISTERED LAND SURVEYOR  
LICENSE NO. 9189



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	770.00'	72.00'	36.00'	72.00'	S83°18'41"E	52°14'2"
C2	13.00'	20.43'	13.00'	18.36'	S45°28'01"E	90°00'0"
C3	240.00'	39.14'	19.61'	39.00'	S50°48'42"E	92°03'7"
C4	220.00'	35.88'	17.96'	35.84'	S50°48'42"E	92°03'7"
C21	80.00'	253.99'	68.66'	102.58'	S89°09'48"E	242°50'38"
C22	440.50'	131.82'	68.41'	131.33'	S61°48'54"E	170°04'7"
C23	81.00'	122.00'	61.14'	121.99'	N44°39'31"E	82°02'28"
C24	85.50'	33.18'	16.78'	32.95'	N63°12'41"W	22°12'28"
C25	197.00'	164.15'	82.00'	164.02'	S42°42'53"W	75°12'28"
C26	20.00'	25.61'	15.06'	24.06'	N04°13'14"W	75°58'51"
C27	519.87'	375.15'	190.22'	372.55'	S71°04'12"W	232°22'00"
C28	500.00'	87.13'	43.67'	87.02'	S84°44'28"E	9°58'58"
C29	800.00'	88.38'	43.23'	86.33'	N88°39'20"W	61°11'1"
C30	860.00'	92.81'	46.47'	92.81'	N88°39'20"W	100°02'28"
C31	440.00'	77.12'	38.66'	77.02'	S84°44'28"E	53°12'2"
C32	530.00'	24.88'	12.43'	24.33'	S16°36'24"W	18°46'49"
C33	530.00'	24.88'	12.43'	24.33'	S16°36'24"W	18°46'49"
C34	278.00'	202.00'	71.89'	201.64'	S59°59'21"E	232°12'2"
C35	881.00'	223.98'	113.06'	221.64'	S59°59'21"E	232°12'2"
C36	547.00'	223.98'	113.06'	221.64'	S59°59'21"E	232°12'2"
C37	481.00'	268.27'	137.72'	264.81'	S57°10'20"E	314°50'
C38	481.00'	268.27'	137.72'	264.81'	S57°10'20"E	314°50'
C39	837.00'	214.00'	107.58'	213.42'	S14°51'18"W	14°52'50"
C40	837.00'	214.00'	107.58'	213.42'	S14°51'18"W	14°52'50"
C41	803.00'	231.90'	116.58'	231.26'	S01°15'21"W	4°57'01"
C42	803.00'	231.90'	116.58'	231.26'	S01°15'21"W	4°57'01"
C43	547.00'	16.06'	8.03'	16.06'	S72°18'32"E	1°40'55"
C44	1137.00'	141.79'	70.99'	141.70'	S42°37'24"W	7°08'43"

LEGEND  
○ MONUMENT SET  
C1 CURVE NUMBER  
— BOUNDARY LINE  
— R.O.W. LINE



## PHASE II HERITAGE VILLAGE SURVEY PLAN

FLUKE SURVEYING AND ENGINEERING CO.  
918570 MILLER ROAD, SUITE 13 SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844





OVERALL LEGAL DESCRIPTION
<p>1. <b>Contractual Agreement:</b> The contract is a legally binding agreement between the Contractor and the Client, governing the terms and conditions of the project.</p> <p>2. <b>Scope of Work:</b> The Contractor is obligated to perform the work specified in the Scope of Work, including the design, construction, and installation of the project.</p> <p>3. <b>Payment Terms:</b> The Client is obligated to pay the Contractor the agreed-upon fee, as detailed in the Payment Schedule, upon completion of the work.</p> <p>4. <b>Warranty:</b> The Contractor warrants that the work will be performed in accordance with the applicable building codes and standards, and that the materials used will be of high quality.</p> <p>5. <b>Termination:</b> The contract may be terminated by either party in the event of a breach of the terms and conditions, as outlined in the Termination Clause.</p> <p>6. <b>Dispute Resolution:</b> Any disputes arising from the contract shall be resolved through arbitration, as specified in the Dispute Resolution Clause.</p> <p>7. <b>Assignment:</b> The Contractor may not assign the contract to a third party without the prior written consent of the Client.</p> <p>8. <b>Force Majeure:</b> The contract shall be subject to the provisions of the Force Majeure Clause, which outlines the circumstances under which the contract may be suspended or terminated due to unforeseen events.</p> <p>9. <b>Entire Agreement:</b> This contract represents the entire agreement between the parties, and no oral or written agreements, amendments, or modifications shall be binding unless they are in writing and signed by both parties.</p> <p>10. <b>Governing Law:</b> The contract shall be governed by the laws of the State of New York, and the venue for any legal action shall be the courts of the State of New York.</p>

Part of the South 1/2 of Section 30, T7N-R6E, City of Swartz Creek, Genesee County, Michigan, Described as: Beginning at a point that is N89°26'32"E, 337.14 feet along the South Line of Section 30 to the South 1/4 Corner of Section 30; thence N00°58'31"W, 1200.00 feet; thence N89°26'32"E, 726.00 feet; thence N00°58'31"W, 1200.00 feet; thence S89°30'15"W, 1,332.22 feet along the East-West Line of Section 30 to the Interior 1/4 Corner of Section 30; thence S89°38'08"W, 1,323.84 feet; thence S01°41'53"E, 2686.92 feet; thence N89°31'00"E, 3308.98 feet to the Point of Beginning. Containing 142.60 acres more or less. Also, reserving therefrom the part taken, used, or needed for Bristol Road, so-called. Also part of the South 1/2 Section 30, T7N-R6E, City of Swartz Creek, Genesee County, Michigan, Described as: Beginning at a point that is S89°31'00"W, 1499.02 feet along the South Line of Section 30 to the South 1/4 Corner of Section 30; thence N01°41'53"W, 2687.31 feet; thence S89°38'08"W, 309.84 feet; thence S00°16'44"E, 2687.37 feet; thence N89°31'00"E, 3746.40 feet to the Point of Beginning. Containing 21.17 acres plus or minus. Also reserving therefrom the part taken, used, or needed for Bristol Road, so-called.

1. CARL CARLSON, REGISTERED LAND SURVEYOR IN THE STATE OF ILLINOIS, HEREBY CERTIFIES: THAT THE SUBDIVISION PLAN KNOWN AS GENESSEE COUNTRY CONSUMMATION SUBDIVISIONS, PLAN NO. JOI, PHASE II AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER ANY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND MARKERS HAVE BEEN LOCATED IN ACCORDANCE WITH THE RULES OF THE ILLINOIS SURVEYING BOARD, SECTION 40 OF THE PUBLIC ACTS OF 1978, AND THAT THE MEASUREMENTS, CALCULATIONS, AND NOTED DATA, REQUIRED BY THE RULE PROMULGATED UNDER SECTION 142 OF ACT NO. 50 OF THE PUBLIC ACTS OF 1978.

DATE \_\_\_\_\_

CARL H. CARLSON  
REGISTERED LAND SURVEYOR  
LICENSE NO. 9189

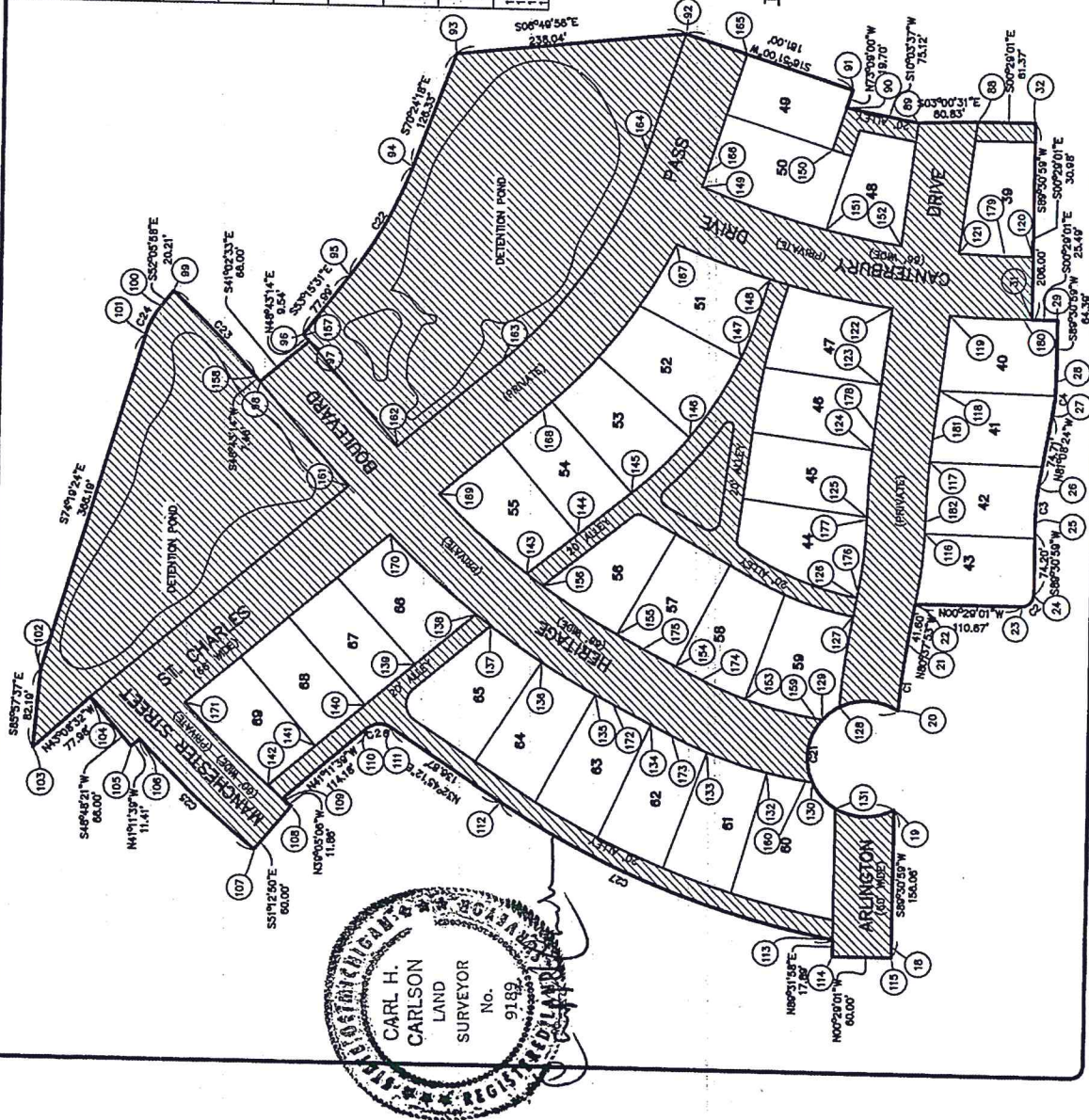
PHASE II  
HERITAGE VILLAGE  
OVERALL SURVEY PLAN

FLINT SURVEYING AND ENGINEERING CO.  
5370 MILLER ROAD, SUITE 13 SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

**SHEET 3**

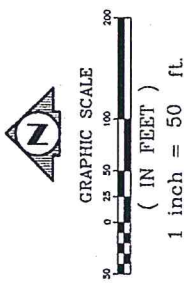


SCHEDULE OF COORDINATE POINTS												
NO.	NORTHING			EASTING			NORTHING			EASTING		
	1	2	3	4	5	6	7	8	9	10	11	
1	5000.0000	5000.0000	100.0	6531.1623	6531.1623	100.0	6024.2168	6024.2168	100.0	6024.2168	6024.2168	
2	5001.0668	5001.0668	105	6479.6037	6479.6037	105	5981.2421	5981.2421	105	5981.2421	5981.2421	
3	5002.1336	5002.1336	110	6427.0447	6427.0447	110	5938.2675	5938.2675	110	5938.2675	5938.2675	
4	5003.2004	5003.2004	115	6374.4857	6374.4857	115	5895.2928	5895.2928	115	5895.2928	5895.2928	
5	5004.2672	5004.2672	120	6321.9267	6321.9267	120	5852.3181	5852.3181	120	5852.3181	5852.3181	
6	5005.3340	5005.3340	125	6269.3677	6269.3677	125	5809.3434	5809.3434	125	5809.3434	5809.3434	
7	5006.4008	5006.4008	130	6216.8087	6216.8087	130	5766.3687	5766.3687	130	5766.3687	5766.3687	
8	5007.4676	5007.4676	135	6164.2497	6164.2497	135	5723.3940	5723.3940	135	5723.3940	5723.3940	
9	5008.5344	5008.5344	140	6111.6907	6111.6907	140	5680.4193	5680.4193	140	5680.4193	5680.4193	
10	5009.6012	5009.6012	145	6059.1317	6059.1317	145	5637.4446	5637.4446	145	5637.4446	5637.4446	
11	5010.6680	5010.6680	150	6006.5727	6006.5727	150	5594.4699	5594.4699	150	5594.4699	5594.4699	
12	5011.7348	5011.7348	155	5954.0137	5954.0137	155	5551.4952	5551.4952	155	5551.4952	5551.4952	
13	5012.8016	5012.8016	160	5901.4547	5901.4547	160	5508.5205	5508.5205	160	5508.5205	5508.5205	
14	5013.8684	5013.8684	165	5848.8957	5848.8957	165	5465.5458	5465.5458	165	5465.5458	5465.5458	
15	5014.9352	5014.9352	170	5796.3367	5796.3367	170	5422.5711	5422.5711	170	5422.5711	5422.5711	
16	5015.0020	5015.0020	175	5743.7777	5743.7777	175	5379.5964	5379.5964	175	5379.5964	5379.5964	
17	5016.0688	5016.0688	180	5691.2187	5691.2187	180	5336.6217	5336.6217	180	5336.6217	5336.6217	
18	5017.1356	5017.1356	185	5638.6597	5638.6597	185	5293.6470	5293.6470	185	5293.6470	5293.6470	
19	5018.2024	5018.2024	190	5586.1007	5586.1007	190	5250.6723	5250.6723	190	5250.6723	5250.6723	
20	5019.2692	5019.2692	195	5533.5417	5533.5417	195	5207.6976	5207.6976	195	5207.6976	5207.6976	
21	5020.3360	5020.3360	200	5480.9827	5480.9827	200	5164.7229	5164.7229	200	5164.7229	5164.7229	
22	5021.4028	5021.4028	205	5428.4237	5428.4237	205	5121.7482	5121.7482	205	5121.7482	5121.7482	
23	5022.4696	5022.4696	210	5375.8647	5375.8647	210	5078.7735	5078.7735	210	5078.7735	5078.7735	
24	5023.5364	5023.5364	215	5323.3057	5323.3057	215	5035.7988	5035.7988	215	5035.7988	5035.7988	
25	5024.6032	5024.6032	220	5270.7467	5270.7467	220	4992.8241	4992.8241	220	4992.8241	4992.8241	
26	5025.6700	5025.6700	225	5218.1877	5218.1877	225	4949.8494	4949.8494	225	4949.8494	4949.8494	
27	5026.7368	5026.7368	230	5165.6287	5165.6287	230	4906.8747	4906.8747	230	4906.8747	4906.8747	
28	5027.8036	5027.8036	235	5113.0697	5113.0697	235	4863.8999	4863.8999	235	4863.8999	4863.8999	
29	5028.8704	5028.8704	240	5060.5107	5060.5107	240	4820.9252	4820.9252	240	4820.9252	4820.9252	
30	5029.9372	5029.9372	245	5007.9517	5007.9517	245	4777.9505	4777.9505	245	4777.9505	4777.9505	
31	5031.0040	5031.0040	250	4955.3927	4955.3927	250	4734.9758	4734.9758	250	4734.9758	4734.9758	
32	5032.0708	5032.0708	255	4902.8337	4902.8337	255	4691.9511	4691.9511	255	4691.9511	4691.9511	
33	5033.1376	5033.1376	260	4850.2747	4850.2747	260	4648.9264	4648.9264	260	4648.9264	4648.9264	
34	5034.2044	5034.2044	265	4797.7157	4797.7157	265	4605.9017	4605.9017	265	4605.9017	4605.9017	
35	5035.2712	5035.2712	270	4745.1567	4745.1567	270	4562.8770	4562.8770	270	4562.8770	4562.8770	
36	5036.3380	5036.3380	275	4692.5977	4692.5977	275	4519.8523	4519.8523	275	4519.8523	4519.8523	
37	5037.4048	5037.4048	280	4640.0387	4640.0387	280	4476.8276	4476.8276	280	4476.8276	4476.8276	
38	5038.4716	5038.4716	285	4587.4797	4587.4797	285	4433.8029	4433.8029	285	4433.8029	4433.8029	
39	5039.5384	5039.5384	290	4534.9207	4534.9207	290	4390.7782	4390.7782	290	4390.7782	4390.7782	
40	5040.6052	5040.6052	295	4482.3617	4482.3617	295	4347.7535	4347.7535	295	4347.7535	4347.7535	
41	5041.6720	5041.6720	300	4429.8027	4429.8027	300	4304.7288	4304.7288	300	4304.7288	4304.7288	
42	5042.7388	5042.7388	305	4377.2437	4377.2437	305	4261.7041	4261.7041	305	4261.7041	4261.7041	
43	5043.8056	5043.8056	310	4324.6847	4324.6847	310	4218.6794	4218.6794	310	4218.6794	4218.6794	
44	5044.8724	5044.8724	315	4272.1257	4272.1257	315	4175.6547	4175.6547	315	4175.6547	4175.6547	
45	5045.9392	5045.9392	320	4219.5667	4219.5667	320	4132.6300	4132.6300	320	4132.6300	4132.6300	
46	5047.0060	5047.0060	325	4167.0077	4167.0077	325	4089.6053	4089.6053	325	4089.6053	4089.6053	
47	5048.0728	5048.0728	330	4114.4487	4114.4487	330	4046.5806	4046.5806	330	4046.5806	4046.5806	
48	5049.1396	5049.1396	335	4061.8897	4061.8897	335	4003.5559	4003.5559	335	4003.5559	4003.5559	
49	5050.2064	5050.2064	340	4009.3307	4009.3307	340	3960.5312	3960.5312	340	3960.5312	3960.5312	
50	5051.2732	5051.2732	345	3956.7717	3956.7717	345	3917.5065	3917.5065	345	3917.5065	3917.5065	
51	5052.3400	5052.3400	350	3904.2127	3904.2127	350	3874.4818	3874.4818	350	3874.4818	3874.4818	
52	5053.4068	5053.4068	355	3851.6537	3851.6537	355	3831.4571	3831.4571	355	3831.4571	3831.4571	
53	5054.4736	5054.4736	360	3799.0947	3799.0947	360	3788.4324	3788.4324	360	3788.4324	3788.4324	
54	5055.5404	5055.5404	365	3746.5357	3746.5357	365	3745.4077	3745.4077	365	3745.4077	3745.4077	
55	5056.6072	5056.6072	370	3693.9767	3693.9767	370	3702.3830	3702.3830	370	3702.3830	3702.3830	
56	5057.6740	5057.6740	375	3641.4177	3641.4177	375	3659.3583	3659.3583	375	3659.3583	3659.3583	
57	5058.7408	5058.7408	380	3588.8587	3588.8587	380	3616.3336	3616.3336	380	3616.3336	3616.3336	
58	5059.8076	5059.8076	385	3536.2997	3536.2997	385	3573.3089	3573.3089	385	3573.3089	3573.3089	
59	5060.8744	5060.8744	390	3483.7407	3483.7407	390	3530.2842	3530.2842	390	3530.2842	3530.2842	
60	5061.9412	5061.9412	395	3431.1817	3431.1817	395	3487.2595	3487.2595	395	3487.2595	3487.2595	
61	5063.0080	5063.0080	400	3378.6227	3378.6227	400	3444.2348	3444.2348	400	3444.2348	3444.2348	
62	5064.0748	5064.0748	405	3326.0637	3326.0637	405	3401.2101	3401.2101	405	3401.2101	3401.2101	
63	5065.1416	5065.1416	410	3273.5047	3273.5047	410	3358.1854	3358.1854	410	3358.1854	3358.1854	
64	5066.2084	5066.2084	415	3220.9457	3220.9457	415	3315.1607	3315.1607	415	3315.1607	3315.1607	
65	5067.2752	5067.2752	420	3168.3867	3168.3867	420	3272.1360	3272.1360	420	3272.1360	3272.1360	
66	5068.3420	5068.3420	425	3115.8277	3115.8277	425	3229.1113	3229.1113	425	3229.1113	3229.1113	
67	5069.4088	5069.4088	430	3063.2687	3063.2687	430	3186.0866	3186.0866	430	3186.0866	3186.0866	
68	5070.4756	5070.4756	435	3010.7097	3010.7097	435	3143.0619	3143.0619	435	3143.0619	3143.0619	
69	5071.5424	5071.5424	440	2958.1507	2958.1507	440	3100.0372	3100.0372	440	3100.0372	3100.0372	
70	5072.6092	5072.6092	445	2905.5917	2905.5917	445	3057.0125	3057.0125	445	3057.0125	3057.0125	
71	5073.6760	5073.6760	450	2853.0327	2853.0327	450	3013.9878	3013.9878	450	3013.9878	3013.9878	
72	5074.7428	5074.7428	455	2800.4737	2800.4737	455	2970.9631	2970.9631	455	2970.9631	2970.9631	
73	5075.8096	5075.8096	460	2747.9147	2747.9147	460	2927.9384	2927.9384	460	2927.9384	2927.9384	
74	5076.8764	5076.8764	465	2695.3557	2695.3557	465	2884.9137	2884.9137	465	2884.9137	2884.9137	
75	5077.9432	5077.9432	470	2642.7967	2642.7967	470	2841.8890	2841.8890	470	2841.8890	2841.8890	
76	5079.0100	5079.0100	475	2590.2377	2590.2377	475	2798.8643	2798.8643	475	2798.8643	2798.8643	
77	5080.0768	5080.0768	480	2537.6787	2537.6787	480	2755.8396	2755.8396	480	2755.8396	2755.8396	
78	5081.1436	5081.1436	485	2485.1197	2485.1197	485	2712.8149	2712.8149	485	2712.8149	2712.8149	
79	5082.2104	5082.2104	490	2432.5607	2432.5607	490	2669.7902	2669.7902	490	2669.7902	2669.7902	
80	5083.2772	5083.2772	495	2380.0017	2380.0017	495	2626.7655	2626.7655	495	2626.7655	2626.7655	
81	5084.3440	5084.3440	500	2327.4427	2327.4427	500	2583.7408	2583.7408	500	2583.7408	2583.7408	
82	5085.4108	5085.4108	505	2274.8837	2274.8837	505	2540.7161	2540.7161	505	2540.7161	2540.7161	
83	5086.4776	5086.4776	510	2222.3247	2222.3247	510	2497.6914	2497.6914	510	2497.6914	2497.6914	
84	5087.5444	5087.544										



CARL H.  
CARLSON  
LAND  
SURVEYOR  
No.  
9189





- LEGEND**
- STORM SEWER & MANHOLE
  - SANITARY SEWER & MANHOLE
  - WATERMAIN, HYDRANT, & GATE VALVE
  - CATCH BASIN (CURB & ROUND)
  - 12" UTILITY EASEMENT

**NOTE:**  
 UTILITY LOCATIONS OBTAINED FROM  
 FSE HERITAGE VILLAGE CONSTRUCTION PLANS  
 FOR ALL UNITS - "ALL STORMWATER, SANITARY SEWER  
 AND WATERMANS SHOWN MUST BE BUILT; ALL OTHER  
 IMPROVEMENTS SHOWN NEED NOT BE BUILT."

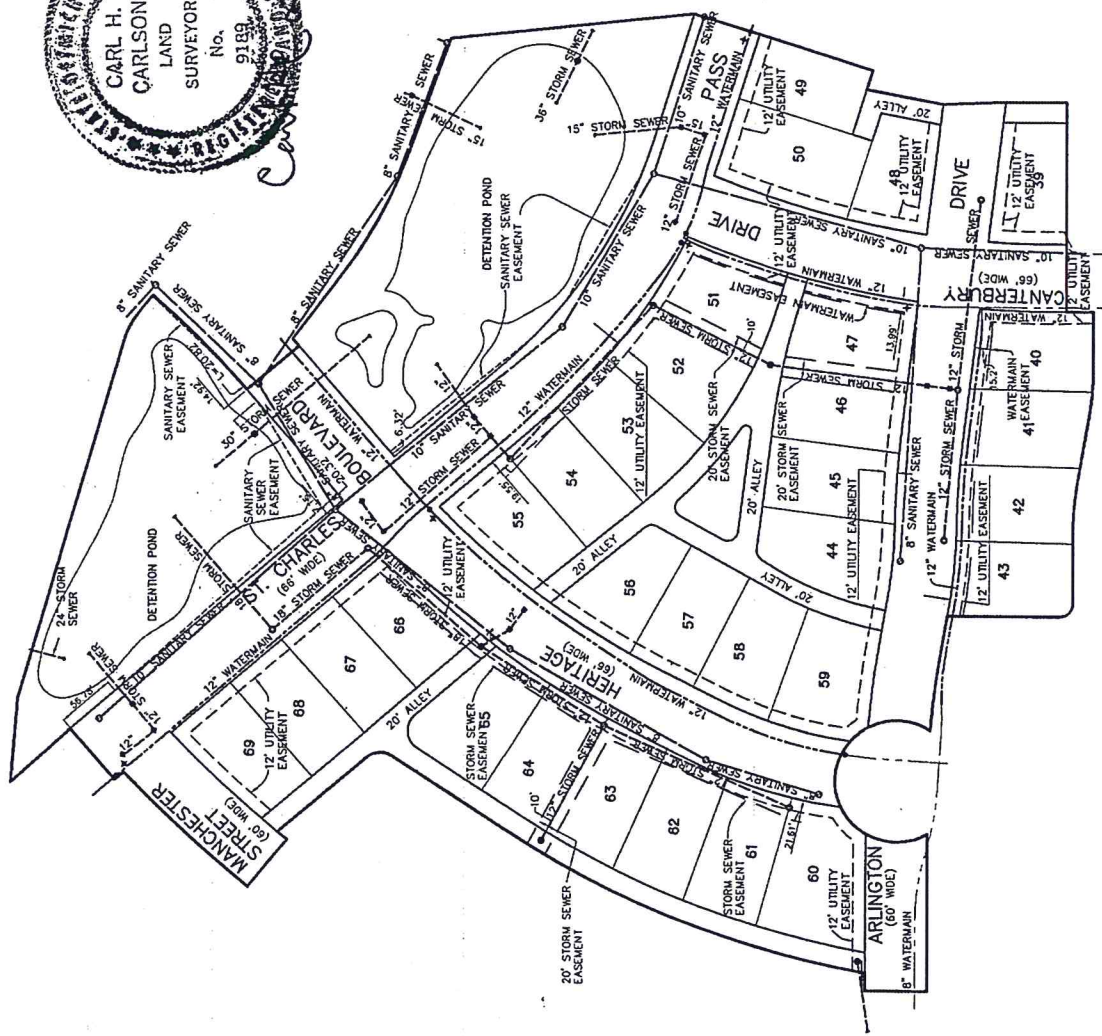
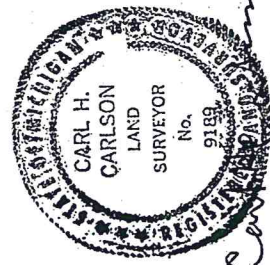
**BENCHMARK**  
 NORTH RIM OF SANITARY MANHOLE, SOUTH SIDE OF BRISTOL  
 ROAD ±87' EAST OF DRIVE C/L FOR HOUSE #6337.  
 ELEVATION = 786.47

**EXISTING UTILITIES**  
 ELECTRIC LOCATION PROVIDED BY CONSUMERS ENERGY  
 GAS LOCATION BY CONSUMERS ENERGY  
 TELEPHONE LOCATION PROVIDED BY AMERITECH  
 CABLE TELEVISION LOCATION PROVIDED BY COMCAST  
 SANITARY SEWER AND WATER PROVIDED BY GENESSEE COUNTY  
 DRAIN COMMISSIONER AND THE CITY OF SWARTZ CREEK.

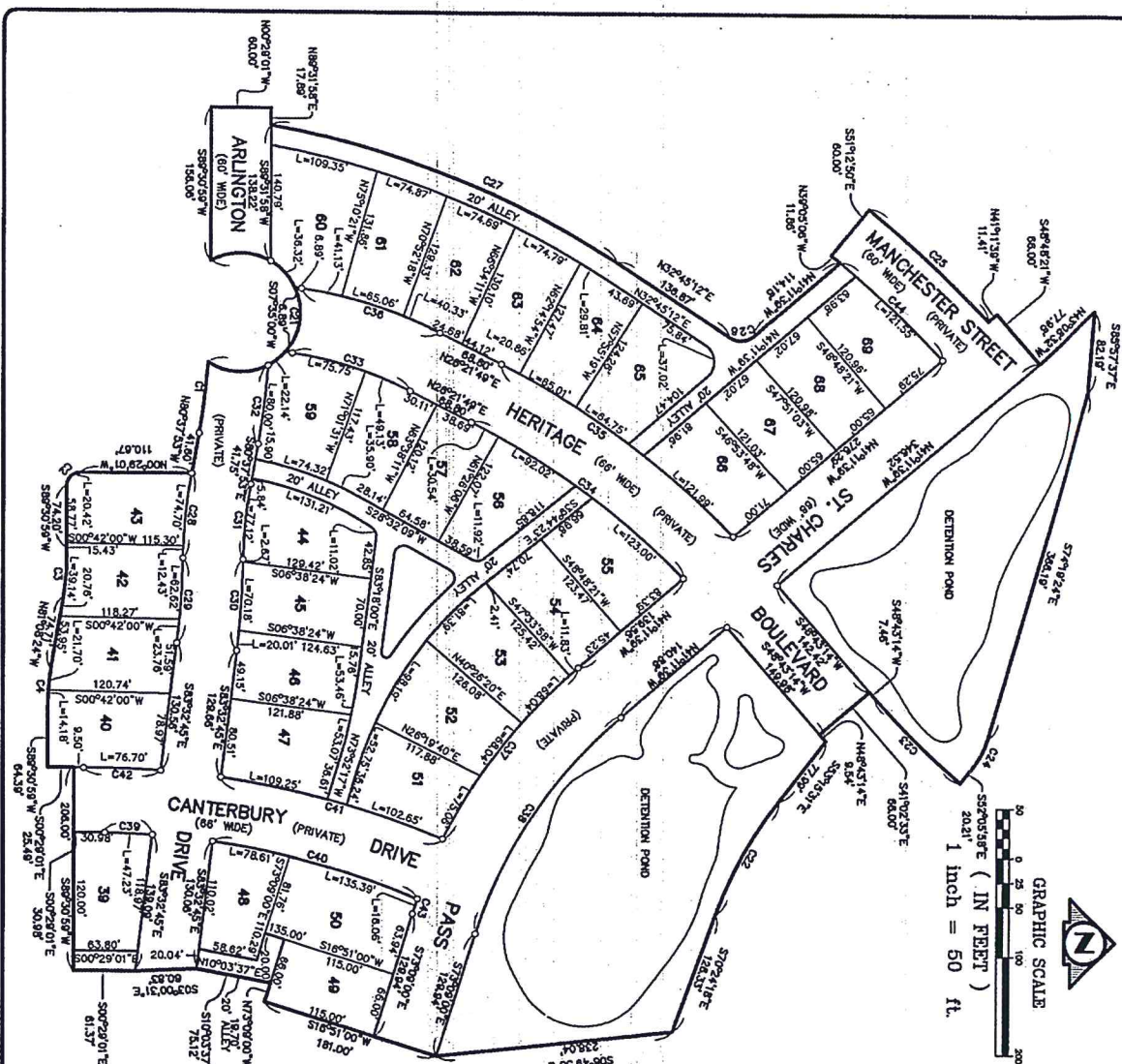
**GENERAL UTILITY NOTES**  
 ALL UNITS ARE TO BE SERVED WITH ENERGY BY CONSUMERS  
 ENERGY, TELEPHONE BY AMERITECH, GAS BY CONSUMERS  
 ENERGY, AND CABLE TV BY COMCAST.  
 PROPOSED ELECTRIC, TELEPHONE, CABLE TV, SANITARY LEADS,  
 STORM LEADS, WATERMAIN LEADS AND GAS LINES ARE NOT  
 SHOWN ON THESE DRAWINGS. THE UTILITY LEADS ARE SHOWN  
 ON AS-BUILT PLANS ON FILE AT GENESSEE COUNTY DRAIN  
 COMMISSIONER WATER AND WASTE DIVISION.

**UNIT SETBACKS**  
 FRONT YARD SETBACK = 20 FEET  
 SIDE YARD SETBACK = MIN 4 FEET, 20 FEET TOTAL  
 REAR YARD SETBACK = 30 FEET

**PHASE II  
 HERITAGE VILLAGE  
 UTILITY PLAN**  
 FLINT SURVEYING AND ENGINEERING CO.  
 5370 MILLER ROAD, SUITE 13 SWARTZ CREEK, MI 48473  
 PHONE: (810) 230-1333 FAX: (810) 230-7844  
 SHEET 5 PROPOSED







UNIT NUMBER	SOURCE	FUEL
39	8372	
40	8053	
41	9008	
42	8880	
43	8017	
44	9531	
45	8650	
46	8524	
47	9728	
48	7571	
49	7861	
50	11617	
51	8909	
52	10168	
53	9583	
54	8625	
55	9408	
56	8538	
57	8114	
58	8509	
59	9652	
60	11953	
61	9095	
62	9043	
63	9017	
64	8760	
65	10260	
66	9076	
67	7885	
68	7885	
69	8558	

CURVE DATA						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	770.00'	72.06'	38.05'	72.03'	88.51° 42.41'	53° 42'
C2	1350.00'	204.72'	135.00'	18.38'	54.93° 00.17'	60° 00.00'
C3	2400.00'	338.64'	17.81'	30.40'	58.54° 00.12'	70° 00.00'
C4	3450.00'	500.00'	11.33'	49.56'	59.45° 00.12'	70° 00.00'
C51	60.00'	125.86'	66.41'	102.56'	54.93° 00.12'	242° 30.00'
C52	60.00'	131.82'	66.41'	113.33'	59.45° 00.12'	110° 04.37'
C53	60.00'	122.05'	61.14'	121.89'	54.93° 00.12'	60° 02.26'
C54	85.00'	33.16'	16.79'	32.80'	60.51° 24.17'	221° 33.56'
C55	119.00'	28.15'	82.02'	144.02'	52.94° 53.57'	75° 12.26'
C56	20.00'	32.81'	15.06'	34.06'	60.41° 51.04'	73.58° 51'
C57	50.00'	370.15'	180.42'	372.55'	53.10° 15.17'	332° 00.00'
C58	60.00'	87.15'	43.67'	82.42'	59.44° 00.12'	9° 59.56'
C59	90.00'	92.85'	44.32'	92.81'	59.63° 30.20'	61° 11.11'
C60	980.00'	92.85'	46.47'	92.81'	59.63° 30.20'	61° 11.11'
C61	980.00'	77.12'	38.65'	77.87'	59.63° 30.20'	100° 02.26'
C62	630.00'	90.00'	40.03'	78.97'	59.63° 30.20'	53° 12.26'
C63	30.00'	12.86'	63.01'	124.53'	51.05° 52.34'	18° 44.46'
C64	785.00'	268.20'	134.36'	284.54'	53.57° 23.52'	181° 07.00'
C65	960.00'	282.00'	143.42'	290.66'	53.57° 23.52'	19° 26.07'
C66	447.00'	166.53'	71.57'	145.95'	51.05° 52.34'	18° 44.46'
C67	447.00'	222.85'	113.06'	221.44'	55.29° 23.21'	33° 51.21'
C68	481.00'	268.37'	137.72'	264.81'	55.70° 20.26'	31° 57.26'
C69	837.00'	47.44'	20.73'	20.72'	50.50° 50.61'	31° 56.00'
C70	837.00'	81.00'	107.26'	213.42'	51° 54.18.18'	143° 38.97'
C71	950.00'	331.95'	116.54'	231.83'	51° 53.18.18'	143° 38.97'
C72	950.00'	78.70'	116.54'	78.68'	50° 15.53.18.18'	45° 40.00'
C73	100.00'	16.70'	16.00'	16.00'	57° 21.83.18.18'	140.00'
C74	1137.00'	141.73'	70.89'	141.70'	54° 53.24.18.18'	70° 45.00'

PHASE II  
HERITAGE VILLAGE  
CONDOMINIUM UNIT NUMBER AND DIMENSION PLAN

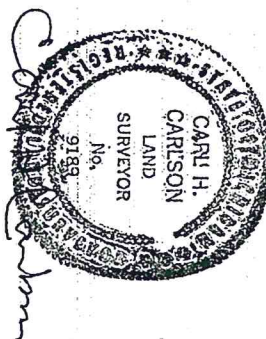
5370 MILLER ROAD, SUITE 13 SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

**SHEET 6**

**PROPOSED**

FRONT YARD SETBACK = 20 FEET  
SIDE YARD SETBACK = MIN 4 FEET, 20 FEET TOTAL  
REAR YARD SETBACK = 30 FEET

NOTE:  
ALL CURVILINEAR MEASUREMENTS  
SHOWN THUS (L=100.00')  
ARE LENGTH OF ARC.





Instr: 200501100002636 01/10/2006  
P: 1 of 11 F: \$44.00 11:16AM  
Melvin Phillip McCree T20060000889  
Genesee County Register MLCARL CAR

Second Amendment to the Master Deed  
of  
Heritage Village

MC 1-10-06  
I hereby certify, based upon the records in my office,  
that there are no tax liens or titles held by the state, or  
by any individual, against the within description, and  
that all taxes due thereon have been paid for the 5  
years next preceding the date of this instrument.

*Edmund T. Kaden*

This Amendment to the Master Deed is made and executed this 15<sup>th</sup> day of December, 2005, by Woodside Builders, Inc., a Michigan Corporation, hereinafter referred to as the "Developer," whose post office address is 5232 S. Morrish Road, Swartz Creek, Michigan, 48473, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), and in accordance with the provisions of Article VII: Contraction and Expansion of Condominium. Item Titled: Enlargement of Condominium: as recorded in the Heritage Village Master Deed, Instrument Number 200210290121507, Pages 1 through 39 of Genesee County Records.

Whereas, Heritage Village is a condominium project established in the City of Swartz Creek, Genesee County, Michigan, as evidenced by a Master Deed, Condominium By Laws (Exhibit A to Master Deed) and Subdivision Plan (Exhibit B to Master Deed), recorded in Instrument Number 200210290121507, Pages 1 through 39 of Genesee County Records, and,

Whereas the Master Deed of Heritage Village contains provisions in Article VII: Contraction and Expansion of Condominium, for the expansion of the condominium and appropriate amendment to the Master Deed and Subdivision Plan incident thereto, and,

Whereas, the developer desires to expand the Condominium Project in accordance with Article VII of said Master Deed and to appropriately amend the Master Deed and Subdivision Plan.

Now Therefore: the Subdivision Plan for Heritage Village is hereby amended by the addition to the project of, and to include, the following described property located in the City of Swartz Creek, Genesee County, Michigan, to wit:

Part of the South 1/2 of Section 30, T7N-R6E, City of Swartz Creek, Genesee County, Michigan, Described as: Beginning at a point that is N89°26'32"E, 197.49 feet, and N00°29'01"W, 111.86 feet, and N89°30'59"E, 20.00 feet, and N00°29'01"W, 509.37 feet, and N03°00'31"W, 60.83 feet, and N03°00'31"W, 60.83 feet, and N10°03'37"E, 75.12 feet, and N16°51'00"E, 181.00 feet, and N06°49'56"W, 238.04 feet from the South 1/4 Corner of Section 30; thence N70°24'18"W, 126.33 feet; thence on a curve to the right having a radius of 440.50 feet, a central angle of 17°08'47", a chord bearing and distance of N61°49'54"W, 131.33 feet; thence N53°15'31"W, 77.99 feet; thence on a non-tangent curve to the right having a radius of 927.00 feet, a central angle of 0°06'42", a chord bearing and distance of S48°39'53"W, 1.81 feet; thence S48°43'14"W, 7.73 feet; thence N41°02'33"W, 66.00 feet;

thence N48°43'14"E, 7.46 feet; thence on a curve to the left having a radius of 861.00 feet, a central angle of 8°07'26", a chord bearing and distance of N44°39'31"E, 121.98 feet; thence N52°05'58"W, 20.21 feet; thence on a curve to the left having a radius of 85.50 feet, a central angle of 22°13'26", a chord bearing and distance of N63°12'41"W, 32.96 feet; thence N74°19'24"W, 366.19 feet; thence N85°57'37"W, 82.19 feet; thence N15°40'36"E, 247.58 feet; thence S74°19'24"E, 55.00 feet; thence S15°40'36"W, 39.00 feet; thence S74°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 N66°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 N23°55'07"E, 77.83 feet; thence N74°19'24"W, 59.20 feet; thence N15°40'36"E, 55.00 feet; thence S74°19'24"E, 22.06 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 N17°40'39"E, 14.66 feet; thence N19°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 N15°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 N04°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 N00°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 N14°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 N16°24'22"E, 151.06 feet; thence N62°51'50"W, 17.17 feet; thence N27°08'10"E, 66.00 feet; thence S62°51'50"E, 167.59 feet; thence N31°13'11"E, 31.59 feet; thence S58°46'49"E, 170.79 feet; thence S22°21'01"W, 101.20 feet; thence S70°24'18"E, 129.87 feet; thence S19°35'42"W, 111.67 feet; thence S70°24'18"E, 26.00 feet; thence S19°35'42"W, 55.00 feet; thence N70°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 9°32'12", a chord bearing and distance of S09°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 S12°03'39"W, 273.80 feet; thence S19°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 S22°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 S28°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 S25°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 S25°30'47"E, 18.35 feet; thence S70°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 N33°30'19"E, 52.56 feet; thence S56°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 S28°08'34"W, 140.46 feet; thence S19°35'42"W, 37.85 feet; thence S70°24'18"E, 36.50 feet; thence S19°35'42"W, 55.00 feet; thence N70°24'18"W, 26.00 feet to the Point of Beginning.



Further, The Subdivision Plan of Heritage Village is hereby amended by the addition to the project of, and to include, the Units and General and Limited Common Elements and other items described in and appearing on Exhibit 'B', which is by this reference made a part hereof; which units and Subdivision Plan are prepared and described in accordance with the provisions of Article VII of the Master Deed of Heritage Village.

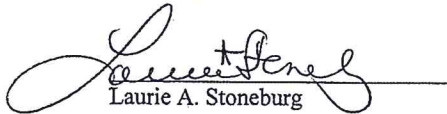
Further, whereas, Exhibit A to the Master Deed, By Laws of Heritage Village, does provide for the Amendment to the By Laws under Article XVI: Amendments, Section 4: the Developer does hereby amend the said By Laws, as to Units 70 through 116 of Phase II a, as follows:

1. No sheds shall be allowed on Units 70 through 116 of Heritage Village Phase IIa.
2. Collection of monthly maintenance fees and disbursement of those funds shall be controlled by an Advisory Committee to the Board of Directors of the Condominium Association. Members of the Advisory Committee shall be comprised of 5 co-owners from Units 70 through 116, duly elected by owners of Units 70 through 116. The 5 Committee members will serve without compensation.
3. Initial maintenance fee for Units 70 through 116 shall be \$840 total per year. The general common element maintenance fee made payable to Heritage Village Association of Swartz Creek shall be collected semi-annually, so that \$125.00 is due on January 1<sup>st</sup> and \$125.00 is due on July 1<sup>st</sup> of each year. The remaining monthly maintenance fees of \$590.00 shall be paid monthly in the amount of \$59.00 per month to the advisory committee excluding the months of January and July for maintenance of the Limited Common Elements at Units 70 through 116.
4. Land between 2 adjacent units shall be designated Limited Common Elements, and be maintained by the Advisory Committee. Use of that area shall be restricted to the co-owner whose porch faces this Limited Common Element. Also, such co-owner may develop and maintain gardening in that area i.e. (vegetables and flowers). However, if the gardening area is not properly maintained the Advisory Committee can assume maintenance of said gardening and assess the co-owner for that additional maintenance.
5. The Condominium Association shall maintain any fencing installed by the builder.
6. As to Limited Common Elements described in Item 4 above, no planting of invasive species that will spread uncontrollably is allowed. All landscaping, including trees, shall be kept 3 feet from the back of the neighboring unit, except that ground cover materials are allowed.
7. There shall be no electrical outlets, spotlights, or water spigots installed on the back of the unit opposite the unit having a side porch and garden area.
8. Expenses for maintaining General Common Elements will include, but are not limited to: roads, alleys, park areas, including ponds, bridges, landscaping, and appurtenance to those items, such as lights, railings, culverts, etc. Expenses for maintenance of General Common Elements will be the responsibility of the Condominium Association.
9. A one time initiation fee of \$150.00 made payable to Heritage Village Association of Swartz Creek shall be paid by the purchaser at time of closing.

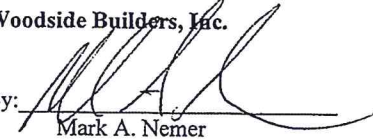
There being no further revisions to be made to the Condominium Project at this time, all other provisions of the Condominium Documents (including the Subdivision Plan) shall remain in full force and effect, except as specifically and expressly modified above.

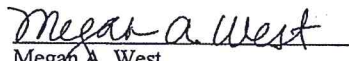
IN WITNESS WHEREOF, the undersigned has executed this Second Amendment to the Master Deed of Heritage Village as of the date below:

WITNESSES:

  
Laurie A. Stoneburg

Woodside Builders, Inc.


By:   
Mark A. Nemer  
It's Vice-President

  
Megan A. West

Date: January 5, 2006

STATE OF MICHIGAN)  
COUNTY OF GENESEE)

The forgoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 2005, by Mark A. Nemer, Vice-President of Woodside Builders Inc., on behalf of said corporation.

  
Carl H. Carlson - Notary Public  
Genesee County, Michigan

My commission expires: January 30, 2011

THIS AMENDMENT WAS PREPARED BY:

Carl H. Carlson  
5370 Miller Road  
Suite 13  
Swartz Creek, MI 48473

44.00

WHEN RECORDED, RETURN TO PREPARER



## PHASE 1 | a

**EXHIBIT 'B' TO THE AMENDED MASTER DEED OF:**

# HERITAGE VILLAGE

PART OF THE SOUTH 1/2 OF SECTION 30  
T7N-R6E, CITY OF SWARTZ CREEK

Q11B1/EVVOB

**F.S.E.**

*Surveying & Engineering  
Since 1957*

5370 MILLER ROAD, SUITE 13 • SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

**WOODSIDE BUILDERS INC.**  
5232 SOUTH MORRISH ROAD  
SWARTZ CREEK, MICHIGAN 48473  
PHONE: (810) 635-2227

PHONE: (810) 635-2227

## DEVELOPER

## SHEET INDEX

1. COVER SHEET
2. SURVEY PLAN
3. OVERALL SURVEY PLAN
4. SITE PLAN AND COMMON ELEMENTS
5. DETAIL FOR LIMITED COMMON ELEMENTS
6. UTILITY PLAN
7. CONDOMINIUM UNIT NUMBERS AND DIMENSION PLAN

**PHASE 11a LEGAL DESCRIPTION**

Port of the South 1/2 of See Block 30, 77th-86th, City of Sweet Creek, Seneca County, Michigan. Described as: Beginning of a point, that is N89°29'32", 197.49 feet, and N65°00'01", 181.00 feet, and N89°30'39", 20.00 feet, and N00°29'01", 5093.37 feet, and N02°00'15", 60.63 feet, and N03°00'31", 60.63 feet, and N10°03'37", 75.12 feet, and N16°02'35", 77.99 feet, to the corner of Section 30; thence N70°24'18", 126.33 feet; thence on a curve to the right having a radius of 927.00 feet, a central angle of 07°07'00", and distance of 10.70 feet, to a corner of Section 30; thence N45°53'31", 151.53 feet; thence on a non-tangent curve to the right having a radius of 1077.00 feet, a central angle of 1°07'00", and distance of 10.70 feet, to a corner of Section 30; thence N41°02'35", 77.99 feet; thence on a non-tangent curve to the left having a radius of 13.00 feet, a central angle of 89°47'02", a chord bearing and distance of 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 5250.06"11", 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 5250.06"11", 75.80 feet; thence along a curve to the non-tangent curve to the left having a radius of 527.50 feet, a central angle of 5°42'41", a chord bearing and distance of N33°00'19", 52.68 feet; thence S85°27'51", 55.07 feet; thence on a non-tangent curve to the left having a radius of 472.50 feet, a central angle of 17°03'49", a chord bearing and distance of S28°03'34", 140.46 feet; thence S19°35'42", 37.85 feet; thence S70°24'18", 36.50 feet; thence S19°35'42", 55.00 feet; thence N70°24'18", 26.00 feet to the Point of Beginning.

DATE Jan 5, 2006

CARL H. CARLSON  
REGISTERED LAND SURVEYOR

**LICENSE NO. 9189**

LICENSE NO. 9189

## PHASE I: a.

HERITAGE VILLAGE

COVER SHEET

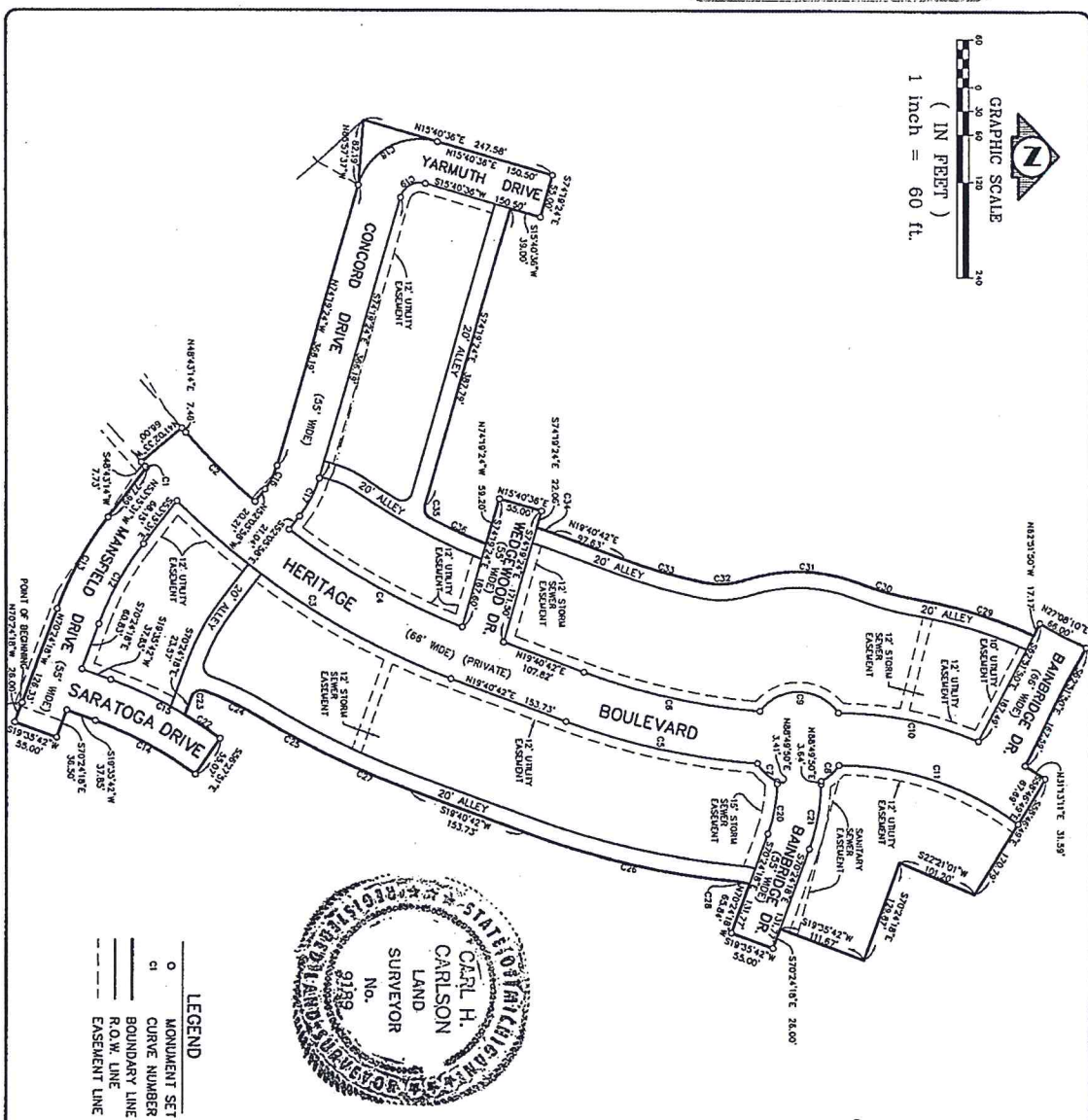
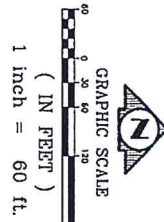
FLINT SURVEYING AND ENGINEERING CO.

5370 MILLER ROAD, SUITE 13 SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844

**SHEET 1**

**PROPOSED**

Instr: 200601100002636 01/10/2006  
P: 6 of 11 F: \$44.00 11:16AM  
Melvin Phillip McCree T20060000889  
Genesee County Register MLCARL CAR



LEGEND

○	MONUMENT SET
—	CURVE NUMBER
---	BOUNDARY LINE
---	R.O.W. LINE
---	EASEMENT LINE

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	BEARING	TANGENT	DELTA
C1	1.81	327.00	1.81	S48°35'33\"	0.90	0°06'42\"
C2	122.00	861.00	121.99	N44°02'31\"	61.14	0°06'42\"
C3	122.00	861.00	121.99	N52°25'01\"	61.14	0°06'42\"
C4	245.04	861.00	245.04	N88°25'24\"	123.27	0°06'42\"
C5	245.04	861.00	245.04	N11°44'57\"	123.27	0°06'42\"
C6	225.60	818.75	224.66	N11°45'45\"	113.56	15°49'35\"
C7	34.13	60.00	33.68	N42°24'30\"	17.54	32°52'47\"
C8	30.72	60.00	30.39	N43°07'03\"	15.71	28°20'13\"
C9	113.80	60.00	109.10	S00°28'36\"	59.70	110°00'23\"
C10	113.80	60.00	109.10	S00°28'36\"	59.70	110°00'23\"
C11	113.80	60.00	109.10	S00°28'36\"	59.70	110°00'23\"
C12	113.80	60.00	109.10	S00°28'36\"	59.70	110°00'23\"
C13	113.80	60.00	109.10	S00°28'36\"	59.70	110°00'23\"
C14	140.88	472.50	140.48	S78°08'34\"	71.07	17°05'43\"
C15	154.38	327.00	153.81	S27°38'41\"	77.23	18°45'36\"
C16	33.16	60.00	32.69	N63°12'41\"	16.78	22°13'26\"
C17	33.16	60.00	32.69	N63°12'41\"	16.78	22°13'26\"
C18	33.16	60.00	32.69	N63°12'41\"	16.78	22°13'26\"
C19	48.00	25.00	47.92	S82°02'42\"	25.00	80°00'00\"
C20	48.00	25.00	47.92	S82°02'42\"	25.00	80°00'00\"
C21	48.00	25.00	47.92	S82°02'42\"	25.00	80°00'00\"
C22	81.86	245.00	81.44	N80°17'42\"	42.35	15°46'49\"
C23	52.58	327.00	52.46	N13°02'37\"	26.31	5°42'41\"
C24	70.37	13.00	18.85	S23°02'47\"	13.00	88°27'02\"
C25	70.37	13.00	18.85	S23°02'47\"	13.00	88°27'02\"
C26	70.37	13.00	18.85	S23°02'47\"	13.00	88°27'02\"
C27	120.61	102.00	120.55	S12°31'27\"	60.31	6°24'50\"
C28	14.98	90.00	14.68	S09°12'42\"	7.51	9°32'12\"
C29	151.48	327.00	151.06	N18°24'22\"	78.18	15°02'35\"
C30	77.06	350.00	76.93	N14°21'22\"	38.66	11°37'02\"
C31	144.74	210.00	143.92	N60°45'28\"	73.38	39°28'29\"
C32	144.74	210.00	143.92	N60°45'28\"	73.38	39°28'29\"
C33	144.74	210.00	143.92	N60°45'28\"	73.38	39°28'29\"
C34	14.67	210.00	14.66	N17°02'39\"	7.34	49°00'00\"
C35	17.66	13.00	16.62	N65°16'41\"	10.68	78°47'44\"
C36	77.66	73.00	77.63	N23°50'27\"	38.97	5°55'39\"

**SURVEYOR'S CERTIFICATE**

I, CARL H. CARLSON, REGISTERED LAND SURVEYOR IN THE STATE OF MICHIGAN, LICENSE NO. 9189, HAVE SURVEYED AND PREPARED THIS SURVEY PLAN IN ACCORDANCE WITH THE MICHIGAN SURVEYING ACTS OF 1978, AS AMENDED, AND THE MICHIGAN CONDOMINIUM SUBDIVISION ACT OF 1960, AS AMENDED. I HAVE BEEN COMPENSATED FOR THIS SURVEY BY THE OWNER OF THE PROPERTY, FLINT SURVEYING AND ENGINEERING CO., 5370 MILLER ROAD, SUITE 13 SWARTZ CREEK, MI 48473. I HAVE BEEN ADVISED THAT THE INFORMATION PROVIDED TO ME WAS TRUE AND CORRECT. I HAVE BEEN ADVISED THAT THE INFORMATION PROVIDED TO ME WAS TRUE AND CORRECT. I HAVE BEEN ADVISED THAT THE INFORMATION PROVIDED TO ME WAS TRUE AND CORRECT.

DATE: 5/20/06  
CARL H. CARLSON  
REGISTERED LAND SURVEYOR  
LICENSE NO. 9189

**PHASE II A**  
**HERITAGE VILLAGE**  
**SURVEY PLAN**

FLINT SURVEYING AND ENGINEERING CO.  
5370 MILLER ROAD, SUITE 13 SWARTZ CREEK, MI 48473  
PHONE: (810) 230-1333 FAX: (810) 230-7844  
SHEET 2  
PROPOSED



Instr: 200601100002635 01/10/2006  
P: 7 of 11 F: \$44.00 11:16AM  
Melvin Phillip McCree T20060000899  
Genesee County Register MLCARL CAR

