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NON-PROFIT

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ARTICLES OF INCORPORATION

Michigan Department of Commerce  
Office of the Secretary of State

These Articles of Incorporation are signed and acknowledged by the Incorporator for the purpose of forming a non-profit Corporation under the provisions of Act No. 162 of the Public Acts of 1982 as follows:

ARTICLE I

856 / 95

The name of the Corporation is Heritage Place West II Condominium Association.

ARTICLE II

The purpose or purposes for which the Corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Heritage Place West II Condominium, a condominium (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) any real and personal property, including, but not limited to, any unit in the Condominium or any other real

property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the Corporation and in furtherance of any of the purposes of the Corporation;

- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and By-Laws of the Condominium and of these Articles of Incorporation and such By-Laws and Rules and Regulations of this Corporation as may hereafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or By-Laws or by Act No. 59 of Public Acts. of 1978, as amended, or as may be amended;
- (k) In general, to enter into any kind of activity, to make and perform any contract, and to exercise all powers necessary, incidental, or convenient to the administration, management, maintenance, repair, replacement, and operation of said Condominium and to the accomplishment of any of the purposes thereof.

#### ARTICLE III

Location of the first registered office is:

47200 Van Dyke  
Utica, Michigan 48087

Post office address of the first registered office is: Same

#### ARTICLE IV

The name of the first resident agent is:

Antoinette Lombardo

#### ARTICLE V

Said Corporation is organized upon a non-stock membership basis.

The amount of assets which said Corporation possesses is:

Real Property - None  
Personal Property - None

Said Corporation is to be financed under the following general plan:

Assessment of Members

#### ARTICLE VI

The name and place of business of the Incorporator is as follows:

Antoinette Lombardo  
47200 Van Dyke  
Utica, Michigan 48087

#### ARTICLE VII

The name and address of the first Board of Directors is as follows:

Antoinette Lombardo  
47200 Van Dyke  
Utica, Michigan 48087

#### ARTICLE VIII

The term of corporate existence is perpetual.

#### ARTICLE IX

The qualifications of members, the manner of their admission to the Corporation, the termination of membership, and voting by such members shall be as follows:

- (a) Each co-owner (including the Developer) of a unit in the Condominium shall be a member of

the Corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the Corporation until such time as their membership shall terminate, as hereinafter provided;

- (b) Membership in the Corporation (except with respect to any nonCo-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of fee simple title to a unit in the Condominium and by recording with the Register of Deeds in the county where the Condominium is located, a Deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new co-owner thereby becoming a member of the Corporation, and the membership of the prior co-owner thereby being terminated;
- (c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner, except as an appurtenance to his unit in the Condominium;
- (d) Voting by members shall be in accordance with the provisions of the By-Laws of this Corporation.

#### ARTICLE X

A volunteer Director of the Corporation is not personally liable to the Corporation or its shareholders or members for monetary damages for a breach of the Director's fiduciary duty. However, the Director's liability is not limited or eliminated for any of the following:

- (a) A breach of the Director's duty of loyalty to the Corporation or its shareholders or members.

- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- (c) A violation of MCLA 450.2551.
- (d) A transaction from which the Director derived an improper personal benefit.
- (e) An act or omission occurring before the date this document is filed.
- (f) An act or omission that is grossly negligent.

#### ARTICLE XI

The Corporation assumes all liability to any person other than the corporation, its shareholders, or its members for all acts or omissions of a volunteer Director occurring on or after January 1, 1988.

I, the Incorporator, sign my name this 30th day of May, 1989.

Antoinette Lombardo  
Antoinette Lombardo

Drafted By and Return To:

James P. Babcock, Attorney at Law  
21610 Eleven Mile Road, Suite One  
St. Clair Shores, Michigan 48081  
(313) 445-1660

**CONSOLIDATING MASTER DEED**

**OF**

**HERITAGE PLACE WEST II CONDOMINIUM**

(Act 59, Public Acts of 1978 As Amended)

THIS CONSOLIDATING MASTER DEED is made and execute on this 20th day of NOVEMBER, 2002, by Mavant Homes, Inc., a Michigan corporation, hereinafter referred to as "Developer," whose address is 6303 Twenty Six Mile Road, Suite 200, Washington Township, Michigan 48094, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

**WITNESSETH:**

WHEREAS, Developer desires to consolidate said Original Master Deed and First through Third Amendments thereto by declaring and recording this Consolidating Master Deed pursuant to the authority reserved to Developer in Article VI of said Original Master Deed, in order to eliminate now inapplicable portions of the Original Master Deed, Condominium Bylaws, Condominium Subdivision Plan and any amendments thereto and for ease of reference.

NOW, THEREFORE, the Developer does, upon the recording hereof, confirm Heritage Place West II as a Condominium Project under the Act and does declare that Heritage Place West II Condominium (hereinafter referred to as the "Condominium", "Project" or the "Condominium Project") shall, after recording of this Consolidating Master Deed, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Consolidating Master Deed and Exhibits A and B hereto, 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, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as Heritage Place West II Condominium, Macomb County Condominium Subdivision Plan No. 322. The architectural plans for the Project were approved by the Shelby Township Building Department. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposed and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designed by the Consolidating Master

Deed.

## ARTICLE II

### LEGAL DESCRIPTION

The land which is submitted to the Condominium Project, the establishment which is confirmed by this Consolidating Master Deed, is particularly described as follows:

Part of the Southwest  $\frac{1}{4}$  of Section 24, T.3N., R.12E., Shelby Township, Macomb County, Michigan, more particularly described as:

Beginning at a point which is N01°22'54"E 1768.28 feet along the North and South  $\frac{1}{4}$  line Section 24 and S89°29'31"W 425.00 feet from the South  $\frac{1}{4}$  corner Section 24, T.3N., R.12E.; thence S01°22'54"W 401.27 feet; thence S89°29'48"W 316.23 feet; thence S00°30'12"E 653.14 ft.; thence S89°29'48"W 291.73 ft.; thence S00°30'12"E 50.00 feet; thence S89°29'48"W 360.00 feet; thence S00°30'12"E 332.30 feet; thence S44°29'48"W 50.08 feet; thence S00°30'12"E 95.37 feet; thence S89°29'48"W 36.36 feet; thence S00°30'12"E 200.00 feet; thence S89°29'48"W 277.70 feet along the South line of Section 24; thence N01°34'03"E 1330.18 feet; thence N89°04'00"E 374.46 feet along Lancaster Estates Subdivision (Liber 76, Pages 4 and 5, Macomb County Records) and Lancaster Estates Subdivision No. 2 (Liber 78, Pages 37 and 38 of Macomb County Records; thence N01°25'30"E 435.34 feet along the East line of said Lancaster Estates Subdivision No. 2; thence N89°29'31"E 893.47 feet, to point of beginning. Subject to easements and rights-of-way of record. Contains 27.873 acres of land.

## ARTICLE III

### DEFINITIONS

Certain terms are utilized not only in this Consolidating Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Corporate By-Laws, and Rules and Regulations of the Heritage Place West II Condominium Association, a Michigan non-profit Corporation, and Deeds, Mortgages, Liens, Land Contracts, Easements, and other instruments affecting the establishment of, or transfer of, interest in Heritage Place West II Condominium, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.
- B. "Association" shall mean the non-profit Corporation organized under Michigan Law of which all Co-owners shall be members which Corporation shall administer, operate, manage, and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- C. "Association By-Laws" means the Corporate By-Laws of Heritage Place West II Condominium Association, the Michigan non-profit Corporation organized to manage, maintain, and administer the Condominium.
- D. "Common Element" where used without modification shall mean both the General and Limited Common Elements described in Article IV hereof.
- E. "Condominium By-Laws" means Exhibit A hereto, being the By-Laws setting forth the substantive rights and obligations of the Co-owners and required by Section 3 (4) of the Act to be recorded as part of the

Consolidating Master Deed.

- F. "Condominium Documents," wherever used, means and includes this Consolidating Master Deed and Exhibits A and B hereto, the Articles of Incorporation, By-Laws, and Rules and Regulations, if any, of the Association.
- G. "Condominium Premises" means and includes the land, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to Heritage Place West II Condominium, as described above.
- H. "Condominium Project," "Condominium," or "Project" means Heritage Place West II Condominium as a Condominium Project established in conformity with the provisions of the Act.
- I. "Condominium Subdivision Plan" means Exhibit B hereto.
- J. "Convertible Area" means that portion of the submitted land or building which may be changed from a General Common Element to either a Limited Common Element or a particular Unit, or changed from a Limited Common Element to a particular Unit.
- K. "Consolidating Consolidating Master Deed" means this Consolidating Master Deed which describes Heritage Place West II Condominium as a completed Condominium Project. The term "Master Deed" wherever used in the Condominium Documents shall be deemed to include this Consolidating Master Deed.
- L. "Co-owner" means a person, firm, Corporation, Partnership, Association, Trust, Land Contract Vendee – if the Land Contract so provides, other legal entity or any combination thereof who or which own entity or any combination thereof who or which own one (1) or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."
- M. "Developer" shall mean Mavant Homes, Inc., which has made and executed this Consolidating Master Deed, and its successors and assigns.
- N. "Original Master Deed" means the originally recorded and subsequently amended Master Deed of Heritage Place West II Condominium as recorded in Liber 4687, Pages 492 through 551, First Amendment to the Master Deed as recorded in Liber 4834, Pages 167 through 181, Second Amendment to the Master Deed as recorded in Liber 4908, Pages 611 through 635, and Third Amendment to the Master Deed as recorded in Liber 5113, Pages 577 through 598, Macomb County Records.
- O. "Unit" or "Condominium" each mean the enclosed space constituting a single completed residential Unit in Heritage Place West II Condominium as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" which is defined in the Act.

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



## ARTICLE IV

## COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair, or replacement thereof are as follows:

- A. The General Common Elements are:
  1. The land and beneficial easements described in Article II hereof including driveways, roads, sidewalks, and parking spaces, not identified as Limited Common Elements, if any; other than that portion thereof described in Article V, Section A and Exhibit B hereto as constituting the Condominium Units and their appurtenant Limited Common Elements, provided however, that the Association may, in its discretion, assign General Common Element parking spaces to individual Co-owners on an equitable basis by Amendment of the Consolidating Master Deed and the Condominium Subdivision Plans to depict the parking as a Limited Common Element.
  2. The electrical wiring network throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs, and switches within any Unit.
  3. The gas line network throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
  4. The telephone and cable T.V. wiring network throughout the Project up to the point of entry to each Unit.
  5. The water distribution system, if any, throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
  6. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
  7. The storm sewer system throughout the Project.
  8. The foundations, supporting columns, basement walls, Unit perimeter walls (but not including windows and doors therein) roofs, ceiling and floor construction, and chimneys.
  9. Some or all of the utility, telephone, and cable T.V. systems, if any, may be owned by the local public authority or by the company that is providing the respective service. Such systems, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, and the Developer makes no warranty whatever with respect to the nature or extent of such interest.
  10. Such other elements of the Project, not herein designated as General or Limited Common Elements, which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep, and safety of the Project.
  11. The utility garage located in Building 44.

- B. The Limited Common Elements are:
1. The garages, porches or courtyards, patios, decks, and balconies, if any, adjoining each Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.
  2. Any attic storage is limited to the exclusive use of the Unit through which access to that attic storage is obtained.
  3. Ceiling and floor surfaces, windows, doors, and the interior surfaces of Unit perimeter walls contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.
  4. The driveway immediately in front of each Unit as shown on Exhibit B hereto is restricted in use to the Co-owner of the Unit to which it shall be appurtenant.
  5. The hot water heater, furnace, air conditioner, and sump pump, if any, are restricted in use to the Co-owners of the Units which such item services.
  6. The fireplace, its chimney and flues, if any, are restricted in use to the Co-owner of the Unit which such item services.
  7. The skylights and the space illuminated by them shall be subject to the exclusive use and enjoyment of the Co-owner of the Unit immediately below such skylights.
  8. The Developer reserves the right to construct driveways, walkways, decks, patios, fences, spas, pools, etc., on the Limited Common Elements and make them appurtenant to the particular Units in its sole discretion.
- C. The respective responsibilities for the maintenance, decoration, repair, and replacement of the Common Elements are as follows:
1. The cost of decoration and regular maintenance of all items referred to in Article IV, B-3 above shall be borne by the Co-owners of each Unit to which such Limited Common Elements are appurtenant. The Association shall bear the costs of major repair or replacement of these items, except in cases of Co-owner fault, in which case that Co-owner shall be responsible for such costs. In the event of fire or casualty loss, the Association shall pay for repairs to all surfaces referred to above including standard redecorating.
  2. The cost of maintenance, repair, and replacement of each hot water heater, furnace, and air conditioner, described in Article IV, B-5 above, shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.
  3. The costs of maintenance, repair, and replacement of each fireplace, its chimney and flues, described in Article IV, B-6 above shall be borne by the Co-owner of the Unit to which such Limited Common Element is appurtenant.
  4. The costs of maintenance, repair, and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association.
  5. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which 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 DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Project is described in this paragraph with reference to the Subdivision and Site Plan of Heritage Place West II Condominium and attached hereto as Exhibit B. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the floors of the Units other than basements, all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. Building elevations are shown in detail in architectural plans and specifications on file with the Shelby Township Building Department.

B. The percentage of value assigned to each Unit is set forth in Sub-paragraph C below. The percentages of value were computed on the basis of the relative sizes and sales price of the Units with the resulting percentages reasonably adjusted to total approximately one hundred percent (100%). The percentage of value assigned to each Unit shall be determinative of such Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration, and the value of such Co-owner's vote at meeting of the Association of the Co-Owners. The total value of the Project is one hundred (100). The percentage of value allocated to each Unit may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any Unit affected and the Co-owner of that Unit, along with sixty-six and two thirds (66-2/3%) percent consent in value of the Co-owners expressed in an Amendment to this Consolidating Master Deed, duly recorded.

C. Set forth below are:

1. Each Unit number as it appears on the Condominium Subdivision Plan.
2. The percentage of value assigned to each Unit.

<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>	<u>UNIT NUMBER</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>
1	.5038	21	.5038
2	.4819	22	.4819
3	.4819	23	.4819
4	.5038	24	.5038
5	.6045	25	.5147
6	.7097	26	.8104
7	.7097	27	.8104
8	.6045	28	.5147
9	.5038	29	.5038
10	.4819	30	.4819
11	.4819	31	.4819
12	.5038	32	.5038
13	.5147	33	.6001
14	.5826	34	.5826
15	.5826	35	.5826
16	.5147	36	.6001
17	.5038	37	.5147
18	.4819	38	.5826
19	.4819	39	.5826
20	.5038	40	.5147

41	.6001	111	.4819
42	.8104	112	.5038
43	.8104	113	.5147
44	.6001	114	.5826
45	.5147	115	.5826
46	.5826	116	.5147
47	.5826	117	.6045
48	.5147	118	.5826
49	.6001	119	.5826
50	.5826	120	.6045
51	.5826	121	.6045
52	.6001	122	.8104
53	.5147	123	.8104
54	.8104	124	.6045
55	.8104	125	.6045
56	.5147	126	.5257
57	.5147	127	.5257
58	.8104	128	.6045
59	.8104	129	.5147
60	.5147	130	.5826
61	.5038	131	.5826
62	.4819	132	.5147
63	.4819	133	.6045
64	.5038	134	.8104
65	.6045	135	.8104
66	.5257	136	.6045
67	.5257	137	.5038
68	.6045	138	.4819
69	.6045	139	.4819
70	.8104	140	.5038
71	.8104	141	.5147
72	.6045	142	.5826
73	.6045	143	.5826
74	.8104	144	.5147
75	.8104	145	.6045
76	.6045	146	.5826
77	.5147	147	.5826
78	.5826	148	.6045
79	.5826	149	.6045
80	.5147	150	.5257
81	.5038	151	.5257
82	.4819	152	.6045
83	.4819	153	.6045
84	.5038	154	.8104
85	.5038	155	.8104
86	.4819	156	.6045
87	.4819	157	.5147
88	.5038	158	.5826
89	.6045	159	.5826
90	.5826	160	.5147
91	.5826	161	.5038
92	.6045	162	.4819
93	.6045	163	.4819
94	.5257	164	.5038
95	.5257	165	.5038
96	.6045	166	.4819

97	.5038	167	.4819
98	.4819	168	.5038
99	.4819	169	.5038
100	.5038	170	.4819
101	.5147	171	.4819
102	.5257	172	.5038
103	.5257	173	.5038
104	.5147	174	.4819
105	.6045	175	.5038
106	.8104		
107	.8104		
108	.6045		
109	.5038		
110	.4819		

## ARTICLE VI

### EXPANSION OF CONDOMINIUM

Article VI of the Original Master Deed, "Expansion of Condominium", is hereby deleted from this Consolidating Master Deed.

## ARTICLE VII

### CONVERTIBLE AREAS

Article VII of the Original Master Deed, "Convertible Areas", is hereby deleted from this Consolidating Master Deed.

## ARTICLE VIII

### EASEMENTS

A. Easement for Maintenance of Encroachments. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements too, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities and Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

B. 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 such easements, licenses, right-of-entry, and rights-of-way over, under, and across, the Condominium Premises for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium.

C. Easements for Construction, Maintenance, Repair, and Replacement. The Developer, Association, and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of construction, maintenance, repair, decoration, or replacement which they, or any of them, are required or permitted to perform under the Condominium Documents.

ARTICLE IX

AMENDMENT

This Consolidating Master Deed and the Condominium Subdivision Plan (Exhibit B to said Consolidating Master Deed) may be amended with the consent of not less than sixty six and two-thirds percent (66 2/3%) of the Co-owners and sixty six and two thirds percent (66 2/3%) of the Unit mortgagees (allowing one (1) vote for each mortgage held) except as hereinafter set forth:

A. No Unit dimension and appurtenant Limited Common Elements may be modified without the consent of the Co-owner of such Unit, nor may the method or formula used to determine the percentage of value of Units in the Project for other than voting purposes, or any provisions relating to the ability or terms under which a Co-owner may rent a Unit, be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

B. Prior to 2 years after the date of recording of this Consolidating Master Deed, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

C. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 6 (c) of the Condominium By-Laws.

D. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of at least sixty-six and two-thirds percent (66 2/3%) of all Co-owners and sixty-six and two thirds percent (66 2/3%) of all mortgages (allocating one vote for each mortgage held).

WITNESS:

Mark J. Abdo  
MARK J. ABDO

Deborah Ann Marisano  
Deborah Ann Marisano

Mavant Homes, Inc.

By: Anthony F. Lombardo  
Its: President



EXHIBIT A

CONDOMINIUM BY-LAWS

HERITAGE PLACE WEST II CONDOMINIUM

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Heritage Place West II Condominium, a residential Condominium Project located in the Township of Shelby, Macomb County, Michigan, shall be administered by an organization of Co-owners, which shall be a non-profit Corporation, hereinafter referred to as the "Association" organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation, and administration of the Common Elements, property, easements, and affairs of the Condominium Project in accordance with the Consolidating Master Deed, these By-Laws, the Articles of Incorporation, By-Laws, and any duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. Membership in the Association shall be limited to persons who own one (1) or more Units in the Condominium Project.
- (b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (c) Except as limited in these By-Laws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned when voting by number – and one (1) vote, the value which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in the Article V of the Consolidating Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and number.
- (d) No Co-owner shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may only be cast by the representative designated by such Co-owner in the notice required in sub-paragraph (e) below or by a proxy given by such individual representative.
- (e) Each Co-Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, Corporation, Partnership, Association, Trust, or other entity who is the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.
- (f) There shall be an annual meeting of the members of the Association . Other meetings



may be provided for in the By-Laws of the Association. Notice of time, place, and subject matter of all meetings as provided in the corporate By-Laws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

- (g) The presence, in person or by proxy, of thirty-five percent (35%) in number and in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of quorum with respect to the question upon which the vote is cast.
- (h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
- (i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) in value of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.
- (j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association By-Laws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgages during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least annually a financial statement, the contents of which shall be defined by the Association. The books of account shall be reviewed by an independent accountant annually. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The costs of any review and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Consolidating Master Deed for the Project, any Amendments thereto, and all other Condominium Documents and shall permit all Co-owners, prospective purchasers, and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of Directors – all of whom shall serve without compensation and who must be members of the Association. The number, terms of office, manner of election, removal and replacement, meeting, quorum and voting requirements, and other duties or provisions of or relating to directors not inconsistent with the following, shall be provided by the Association By-Laws.

- (a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these By-Laws, or any further general duties which may be imposed by resolution of

the members of the Association or which may be set forth in the Association By-Laws, the Board of Directors shall be responsible specifically for the following:

- (1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.
  - (2) Collecting assessments from the members of the Association and using the proceeds thereof for the purposes of the Association.
  - (3) Carrying insurance and collecting and allocating the proceeds thereof.
  - (4) Rebuilding improvements after casualty.
  - (5) Contracting for and employing persons, firms, Corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium Project.
  - (6) Acquiring, maintaining, improving, buying, operating, managing, selling, conveying, assigning, mortgaging, or leasing any real or personal property (including any Unit in the Condominium and easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.
  - (7) Borrowing money and issuing evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association, and securing the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty percent (60%) of all of the members of the Association in number and in value.
  - (8) Making rules and regulations in accordance with Article VI, Section 11 of these By-Laws.
  - (9) Establishing such committees as it deems necessary, convenient, or desirable and appointing persons thereto for the purpose of implementing the administration of the Condominium and delegating to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
  - (10) Making rules and regulations and/or entering into agreements with institutional lenders, the purposes of which are to obtain mortgage financing for Unit Co-owners which acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan.
  - (11) Enforcing the provisions of the Condominium Documents.
- (b) The Board of Directors shall employ for the Association a management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

- (c) All of the actions (including, without limitation, the adoption of these By-Laws and any rules and regulations for the Corporation) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the Transitional Control Date shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 5. The Association By-Laws shall provide the designation, number, terms of office, qualification, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty percent (60%) of all Co-owners in number and in value.

Section 6. Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty or willful or wanton misconduct or gross negligence in the performance of his duties; provided that, any claim for reimbursement or indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

## ARTICLE II

### ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements of the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project within the meaning of Section 54(4) of the Act.

Section 3. Assessments shall be determined in accordance with the following provisions:

- (a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular

monthly payments as set forth in Section 4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-owners should carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors; (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium; (2) to provide replacements of existing Common Elements; (3) to provide additions to the Common Elements not exceeding One Thousand and 00/100 Dollars (\$1,000.00) annually; or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

- (b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including but not limited to: (1) assessments for capital improvements for additions of a cost exceeding One Thousand and 00/100 Dollars (\$1,000.00) per year; (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof; (3) assessments to purchase a Unit for use as a resident manager's Unit; or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this sub-paragraph (b) (but not including those assessments referred to in sub-paragraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners in value and in number.

Section 4. All assessments levied against the Co-owner to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Consolidating Master Deed without increase or decrease for the existence of any right to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3 (a) above shall be payable by Co-owner in twelve (12) equal monthly installments, commencing with acceptance of a Deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven percent (7%) per annum until paid in full. Each Co-owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.

Section 5. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use of enjoyment of any of the Common Elements or by the abandonment of his Unit or any other reason.

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to

time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold, and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one (1) or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth: (1) the affiant's capacity to make the Affidavit; (2) the statutory and other authority for the lien; (3) the amount outstanding (exclusive of interest, costs, attorney fees, and future assessments); (4) the legal description of the subject Units(s); and (5) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan Law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collection of unpaid assessments, including interest, costs, actual attorney fees, (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable, however, the Co-owner may not be liable for the total unpaid annual assessment if the Association can gain possession of the Unit and mitigate its damages. A Court of competent jurisdiction may also determine what is owed and such determination would supersede the liability for the total unpaid annual assessment. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any person claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by Deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units (including the mortgaged Unit).

Section 8. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Any lien arising pursuant to the laws of the State of Michigan shall be subject to Section 132 of the Act.

Section 01. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid

Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed Purchase Agreement, pursuant to which the purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same, fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

### ARTICLE III

#### ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents or any disputes, claims, or grievances arising among or between Co-owners, the Developer, or the Association, shall be subject to arbitration in accordance with the provisions of Section 144 of the Act.

### ARTICLE IV

#### INSURANCE

Section 1. The Association shall carry fire, extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use, and maintenance of the residential structures in the Condominium and the Common Elements of the Condominium Project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, Co-owners, and their mortgages, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located in his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.
- (b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment, and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Shelby Township Building Department (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association

attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

- (c) All premiums for insurance purchased by the Association pursuant to these By-laws shall be expenses of administration.
- (d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the Project unless all of the holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire, extended coverage, vandalism, and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit, and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance; collect and remit premiums therefore; collect proceeds and to distribute the same to the Association, Co-owners, and respective mortgagees as their interests may appear (subject always to the Condominium Documents); to execute releases of liability; to execute all documents; and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. This Power of Attorney shall not be affected by disability of the Co-owner.

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. If any part of the Condominium Premises shall be partially or completely destroyed, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

- (a) If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a vote of at least sixty-six and two-thirds percent (66 2/3%) of all of the Co-owners in the Condominium that the Condominium shall be terminated and sixty-six and two-third percent (66 2/3%) of the holders of a first mortgage lien on any Units in the Condominium, allocating one vote for each mortgage held, have given their prior written approval of such termination.
- (b) If the Condominium is so damaged that no Unit is tenantable, and if sixty-six and two-thirds percent (66 2/3%) of the holders of a first mortgage lien on any Units in the Condominium, allocating one vote for each mortgage held, have given their prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated unless sixty-six and two-thirds (66 2/3%) or more of the Co-owners in value and in number agree to reconstruction by vote in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Consolidating Master Deed and the plans and specifications and restore the Project to a condition

as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a Unit or structure which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction, and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior wall (but not any Common Elements therein), interior trim, furniture, light fixtures, range, refrigerator, washer, dryer, dishwasher, disposal, furnace, hot water heater, air conditioner, and plumbing fixtures, if any. In the event of damage to interior wall within a Co-owner's Unit or to pipes, wires, conduits, ducts, or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each holder of a first mortgage lien on any of the affected Units in the Condominium.

Section 5. The Association shall be responsible for the reconstruction, repair, and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair, or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs therefore are insufficient, assessments shall be made against all Co-owners of the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

- (a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and any mortgagee thereof as their interests may appear. After acceptance of such award by the owner and any mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and any mortgagee, as their interests may appear.
- (b) If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the Co-owner and any mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners in number and in value shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as they deem appropriate.
- (c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Consolidating Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Consolidating Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the



remaining Co-owners based upon the continuing value of the Condominium of one hundred percent (100%). Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holder of first mortgage liens on individual Units in the Project.

- (d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation, or others, hereinafter referred to as "FHLMC" then the Association shall give FHLMC written notice at such address as it may from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand and 00/100 Dollars (\$10,000.00) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or on part by FHLMC exceeds One Thousand and 00/100 Dollars (\$1,000.00)

Section 8. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds for the condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

Section 1. No Unit in the condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure, Deed, or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium. The terms of all Leases, Occupancy Agreements, and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

- (a) A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a Lease form to a potential lessee and shall supply the Association with a copy of the exact Lease form for its review for its compliance with the Condominium Documents.
- (b) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all Leases and Rental Agreements shall so state.
- (c) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
  - (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.

- (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- (3) If after 15 (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction and money damages against the tenant, Co-owner, nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit.
- (d) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner Condominium Unit under a Lease or Rental Agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to Association. The deductions shall not be a breach of the Rental Agreement or Lease by the tenant

Section 3. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements – Limited or General, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to Common Element walls between Units which in any way impairs sound conditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility, or appearance of the Condominium. A Co-owner may erect a wooden deck adjoining his particular Unit if the deck is the same as specified on the model unit.

Section 4. No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements – Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-Owner shall do, or permit anything to be done or keep or permit to be kept in his unit or on the Common Elements, anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animals, except one (1) dog and/or one cat, none of which shall exceed twenty (20) pounds in weight, shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and all shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor, or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements, and any animal shall at all times be attended by some responsible person while on the Common Elements – Limited or General. No savage or dangerous animal, including but not limited to pit bulls, shall be kept and any Co-owner who causes any animal to be brought or kept upon the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage, or liability which the Association may sustain as the result of the presence of such animal on the Premises, whether or not the Association has given its permission therefor. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these By-Laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed, any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or the Rules and Regulations of the Association. The Association shall have the

right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper.

Section 6. The Common Elements – or General, shall not be used for storage of supplies, materials, personal property, trash, or refuse of any kind, except as provided in the duly adopted Rules and Regulations of the Association. Trash receptacles shall be maintained in areas designated therefore at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner either in this Unit or upon the Common Elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, patios, balconies, courtyards, and porches, if any, shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements.

Section 8. No trailers, house trailers, commercial vehicles, construction equipment, boat trailers, boats, camping vehicles, camping trailers, motor homes, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the Condominium Premises unless inside closed garages. Inoperable and/or unlicensed vehicles shall not be maintained on the Condominium Premises. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as herein provided) unless while making deliveries or pickups in the normal course of business. This shall not be meant to exclude vans and pickup trucks used as passenger vehicles. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

Section 9. No Co-owners shall use, or permit the use by any occupant, agent, employee, invitee, guest, or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, or others similar dangerous weapons projectiles, or devices anywhere on or about the Condominium Premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or the Common Elements without the written permission of the Association.

Section 11. Reasonable rules and regulations consistent with the Act, the Consolidating Master Deed, and these By-Laws, concerning the use of the Common Elements may be made and amended time to time by the Board of Directors of the Association. Copies of all such rules and regulations, and amendments thereto, shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than sixty-six and two-thirds percent (66 2/3%) of all Co-owners in number and in value except that the Co-owners may not revoke any regulation or amendment prior to the Transitional Control Date.

Section 12. The Association, or its duly authorized agents, shall have access to each Unit and any Limited Common Elements appurtenant thereto, from time to time, during reasonable working hours and upon notice to the Co-owner thereof as may be necessary for the maintenance, repair, or replacement of any of the Common Elements there or accessible there from. The Association, or its agents, shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide a means of access of his Unit and any Limited Common Elements appurtenant thereto during any period of absence. In the event of the failure of such Co-owner to provide a means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any

necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access and the Co-owner shall be responsible for the costs of obtaining such access.

Section 13. No Co-owner shall perform any landscaping, plant any trees, shrubs, flowers, or place any ornamental materials upon the Common Elements unless approved by the Association in writing. Certain areas in the Condominium may be left, in the discretion of the Developer, in a natural state because of terrain characteristics and in order to enhance the natural beauty of the Project. The Association, whether controlled by the Developer or at any time after the Developer relinquishes control thereof, shall not be required to landscape such areas nor to alter the natural characteristics thereof.

Section 14. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean, and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical, cable, T.V, other utility conduits and systems, and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents, or invitees unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. No unsightly condition shall be maintained upon any patio, porch, balcony, or courtyard and only furniture and equipment consistent with ordinary patio, porch, balcony, or courtyard use shall be permitted to remain there during seasons when patios, porches, balconies, or courtyards are reasonably in use and no furniture or equipment on any kind shall be stored on patios, porches, balconies, or courtyards during seasons when patios, porches, balconies, or courtyards are not reasonably in use.

Section 16. Heritage Place West II Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owner and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair, and/or replace any Common Elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration.

## ARTICLE VII

### MORTGAGES

Section 1. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 2. The Association shall, if requested to do so, notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage.

Section 3. Upon written request submitted to the Association, any holder of a first

mortgage lien on any Unit in the Condominium shall be entitled to receive written notification of every meeting of the members of the Association and to designate a representative to attend such meeting.

## ARTICLE IX

### AMENDMENTS

Section 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members or by instrument in writing signed by them.

Section 2. Upon any such Amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Association By-Laws.

Section 3. Except as expressly limited in Section 5 of this Article VIII, these By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) in value of all Co-owners.

Section 4. Any amendment to these By-Laws (but not the Association By-Laws) shall become effective upon recording of such Amendment in the office of the Register of Deeds in the County where the Condominium is located. Without the prior written approval of all holders of first mortgage liens on any Unit in the Condominium, no amendment to these By-Laws shall become effective which involves any change, direct or indirect, in Article I, Section 3 and 4 (b); Article II, Section 3 (a), 4, and 7; Article IV, Section 1 (d); Article V, Section 1, 4, 6, 7, and 8; Article VII, Section 1; Article VIII, Section 3 and 4; or Article XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

Section 5. A copy of each Amendment to the By-Laws shall be furnished to every member of the Association after adoption; provided, however, that any Amendment to these By-Laws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the Amendment.

## ARTICLE X

### COMPLIANCE

The Association of Co-owners, present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to and shall comply with the Act, as amended, Consolidating Master Deed, By-Laws, Articles of Incorporation of the Association, Rules and Regulations adopted by the Association, and the mere acquisition, occupancy or rental of any Unit, or an interest therein, or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

## ARTICLE XI

### DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Consolidating Master Deed to which these By-Laws are attached as an Exhibit or as set forth in the Act.

## ARTICLE XII

### REMEDIES FOR DEFAULT

Section 1. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

- (a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief as may be sought by the Association, or if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees.
- (c) The violation of any of the provisions of the Condominium Documents shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements – Limited or General, or into any Unit where reasonable necessary and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing, or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the removal and abatement.
- (d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article II, Section 4 of the Association By-Laws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article II, Section 4 and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws. No fine shall be levied for the first violation. No fine shall exceed Twenty Five and 00/100 Dollars (\$25.00) for the second violation, Fifty and 00/100 Dollars (\$50.00) for the third violation, or One Hundred and 00/100 Dollars (\$100.00) for any subsequent violation.

Section 2. The failure of the Association or of any Co-owner to enforce any right, provision, covenant, or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant, or condition in the future.

Section 3. All rights, remedies, and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

## ARTICLE XIII

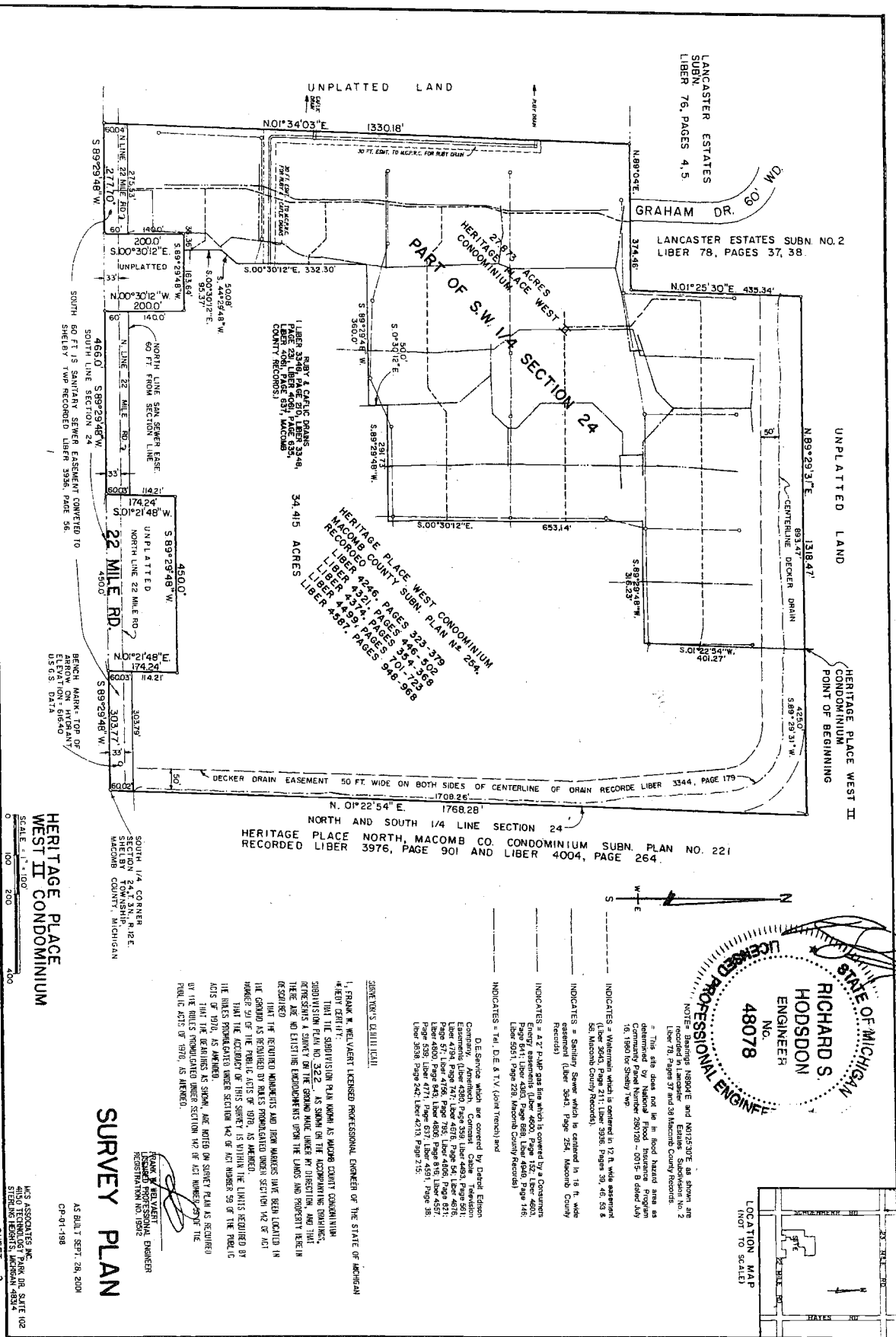
### SEVERABILITY

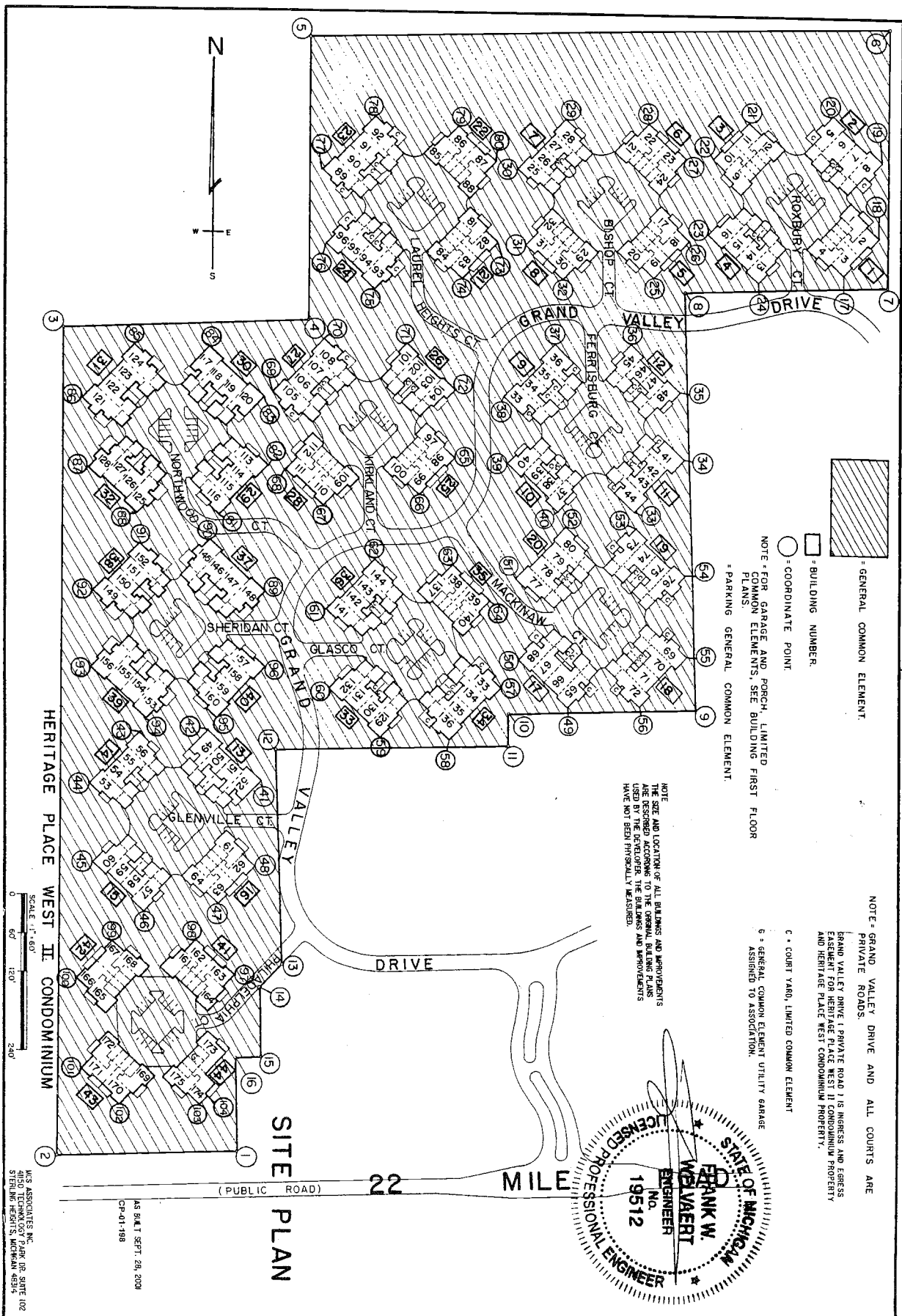
In the event that any of the terms, provisions, or covenants of these By-Laws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any for any reason whatsoever, such holding shall not affect, alter, modify, or impair in any manner

whatsoever any of the other terms, provisions, or covenants, of such documents or the remaining portions of any terms, provisions, or covenants held to be partially invalid or unenforceable.

3. TITLE, DESCRIPTION,  
2. STREET NAME,  
3. CITY NAME  
4. BUILDING NAME  
5. ASSOCIATED FORMS,  
6. SECOND FLOOR PLAN, BUILDINGS 1, 3, 5, 6, 8, 16, 21, 22, 25, 28, 35, 41, 42, 43,  
(UNITS 2, 3, 4, 9, 10, 11, 12, 17 THROUGH 28, 30, 31, 32, 35, 36, 41, 42, 43)  
1801, 61, 91, 98, 99, 101, 111, 112, 117, 122, 157, 159, 161, 166, 172  
7. FIRST FLOOR PLAN, BUILDINGS 1, 3, 5, 6, 8, 16, 21, 22, 25, 28, 35, 41, 42, 43,  
(SEE UNIT NUMBERS AS ON SHEET 5),  
8. BASEMENT FLOOR PLAN, BUILDING 2, (UNITS 5, 6, 7, 8, 9),  
9. SECOND FLOOR PLAN AND CROSS SECTION, BUILDING 2, (UNITS 5, 7, 8,  
9), BASEMENT FLOOR, BUILDINGS 1, 10, 12, 20, 33, 36, 39, 40, (UNITS 13, 14,  
15, 16, 37, 38, 39, 40, 41, 42, 47, 48, 79, 81, 129, 131, 152, 161,  
162, 164, 165, 166, 173, 174, 175, 176, 179, 181)  
10. FIRST FLOOR PLAN, BUILDINGS 4, 10, 16, 20, 33, 36, 39, 40, (UNIT  
NUMBERS SAME AS ON SHEET 9),  
11. BASEMENT FLOOR, BUILDINGS 7, 14, 15, (UNITS 25, 26, 27, 28, 53  
THROUGH 60),  
12. FIRST FLOOR PLAN, BUILDINGS 7, 14, 15, (UNIT'S NUMBERS SAME AS  
ON SHEET 11),  
13. SECOND FLOOR PLAN, BUILDINGS 7, 14, 15, (UNIT'S NUMBERS SAME  
AS ON SHEET 11),  
14. BASEMENT FLOOR, FIRST FLOOR PLAN, BUILDING 11, (UNIT'S NUMBERS  
41, 42, 43, 44),  
15. SECOND FLOOR PLAN AND CROSS SECTION, BUILDING 11, (UNIT NUMBERS  
SAME AS ON SHEET 14),  
16. BASEMENT FLOOR, BUILDINGS 9, 13, (UNIT NUMBERS 33, 34, 35, 36,  
49, 50, 51, 52),  
17. FIRST FLOOR PLAN, BUILDINGS 9, 13, (UNIT NUMBERS 33, 34, 35,  
36, 49, 50, 51, 52),  
18. CROSS SECTION, BUILDINGS 1, 3, 5, 6, 8, 16, 21, 22, 25, 28, 35, 41, 42, 43, 44,  
19. CROSS SECTION, BUILDINGS 4, 7, 9, 10, 11, 12, 14, 15, 17, 20, 33, 36, 39, 40,  
23, 26, 31, 38, 39, 40, 37, 38, 40,  
20. BASEMENT FLOOR AND FIRST FLOOR PLAN BUILDINGS 7, 24, 27, 28,  
21. UNITS 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82,  
BASEMENT AND FIRST FLOOR PLAN, BUILDINGS 16, 17, 21, 24, 31, 39,  
22. CROSS SECTION THROUGH 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118,  
123, 124, 125, 126, 127, 128,  
23. BASEMENT FLOOR PLAN, BUILDINGS 2, 20, 31, (UNITS 59, 50, 51, 52, 117, 118,  
119, 120, 145, 146, 147, 148),  
24. FIRST FLOOR PLAN, BUILDINGS 23, 30, 31, (UNITS 89, 90, 91, 92, 117,  
118, 119, 120, 145, 146, 147, 148),  
25. BASEMENT FLOOR, BUILDING 26, (UNITS 91, 102, 103, 104),  
26. FIRST FLOOR PLAN, BUILDING 26, (UNITS 91, 102, 103, 104),  
27. BASEMENT FLOOR, BUILDING 44, (UNITS 123, 114, 115),  
28. FIRST FLOOR PLAN, BUILDINGS 44, (UNITS 123, 114, 115),  
NYS ASSOCIATES INC.  
4050 TECHNOLOGY PARK DR. SUITE 102  
STEELE HEIGHTS, MICHIGAN 48064







NOTE: GRAND VALLEY DRIVE AND ALL COURTS ARE PRIVATE ROADS.

BRAND VALLEY DRIVE (PRIVATE ROAD) IS INGRESS AND EGRESS EASEMENT FOR HERITAGE PLACE WEST II CONDOMINIUM PROPERTY AND HERITAGE PLACE WEST CONDOMINIUM PROPERTY.

C \* COURT YARD, LIMITED COMMON ELEMENT

G \* GENERAL COMMON ELEMENT UTILITY GARAGE ASSIGNED TO ASSOCIATION.

\* PARKING GENERAL COMMON ELEMENT.

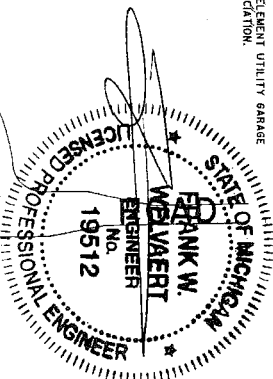
NOTE: FOR GARAGE AND PORCH, LIMITED COMMON ELEMENTS, SEE BUILDING FIRST FLOOR PLANS.

○ COORDINATE POINT

□ BUILDING NUMBER

▨ GENERAL COMMON ELEMENT

NOTE: THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE DESCRIBED ACCORDING TO THE BUILDING PLANS AND THE BUILDINGS AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.



SITE PLAN

HERITAGE PLACE WEST II CONDOMINIUM

AS BUILT SEPT. 28, 2023  
CP-01-198

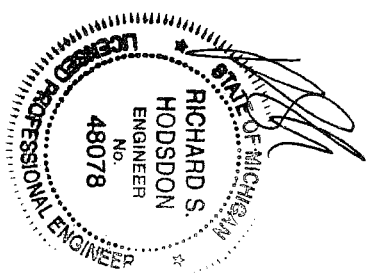
MKS ASSOCIATES, INC.  
1850 TOWNHART PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48314

WES ASSOCIATES INC.  
4050 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48314

SCHEDULE OF COORDINATE POINTS

POINT	NORTH	EAST	POINT	NORTH	EAST
1	1070.812	2230.422	41	1645.20	2280.09
2	1089.392	1934.905	42	1713.6	2188.52
3	2336.056	1989.647	43	1710.60	2090.96
4	2344.156	2364.057	44	1635.47	2017.14
5	2779.361	2374.884	45	1514.13	2018.21
6	2787.271	3268.315	46	1440.31	2093.34
7	2386.117	3258.639	47	1447.97	2207.57
8	2383.339	2942.421	48	1508.37	2266.91
9	1730.224	2948.159	49	1748.87	2755.04
10	1727.662	2656.440	50	1821.65	2680.98
11	1677.664	2656.880	51	1944.39	2678.49
12	1674.601	2296.833	52	2021.31	2754.06
13	1542.214	2293.813	53	2022.84	2861.33
14	1306.492	2264.713	54	1947.61	2937.89
15	1211.25	2265.351	55	1824.40	2938.98
16	1210.807	2229.192	56	1747.84	2863.76
17	2406.16	3189.16	57	1774.45	2647.69
18	2466.56	3248.50	58	1697.88	2572.45
19	2582.32	3254.51	59	1697.52	2465.17
20	2655.10	3180.44	60	1773.09	2388.25
21	2646.93	3049.80	61	1894.43	2387.19
22	2586.53	2990.46	62	1971.34	2637.52
23	2472.17	2983.03	63	1963.92	2577.12
24	2396.60	3059.95	64	1904.58	2462.76
25	2403.68	2893.46	65	2118.58	2681.69
26	2463.98	2834.81	66	2058.18	2522.34
27	2586.21	2933.73	67	2056.98	2385.11
28	2645.95	2893.34	68	2106.32	2324.71
29	2651.08	2763.99	69	2229.56	2316.35
30	2575.95	2690.17	70	2308.56	2388.02
31	2461.72	2697.83	71	2307.00	2514.92
32	2402.38	2758.23	72	2235.63	2587.55
33	2044.07	2861.71	73	2446.46	2668.81
34	2123.60	2939.86	74	2386.07	2609.47
35	2229.99	2936.86	75	2376.00	2440.92
36	2304.97	2859.95	76	2467.67	2392.14
37	2309.75	2731.14	77	2571.01	2350.66
38	2218.22	2663.18	78	2649.35	2427.64
39	2120.65	2663.97	79	2642.97	2599.64
40	2043.07	2587.06	80	2583.53	2660.03
41	1805.15	2024.17	81	2047.11	2280.77
94	1732.43	2103.11	82	2124.01	2296.34
95	1733.27	2208.53	83	2223.83	2293.39
96	1334.93	2229.11	84	2311.09	2229.51
97	1393.19	2046.48	85	2305.44	2096.22
98	1393.19	2046.48	86	2228.88	2020.99
99	1196.57	1988.34	87	2113.33	2020.51
100	1196.57	1988.34	88	2046.18	2099.72
101	1196.57	1988.34	89	1942.28	2288.41
102	1137.30	2170.97	90	2007.82	2199.68
103	1137.30	2170.97	91	2006.03	2100.07
104	1137.30	2170.97	92	1937.51	2022.05

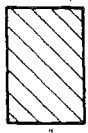
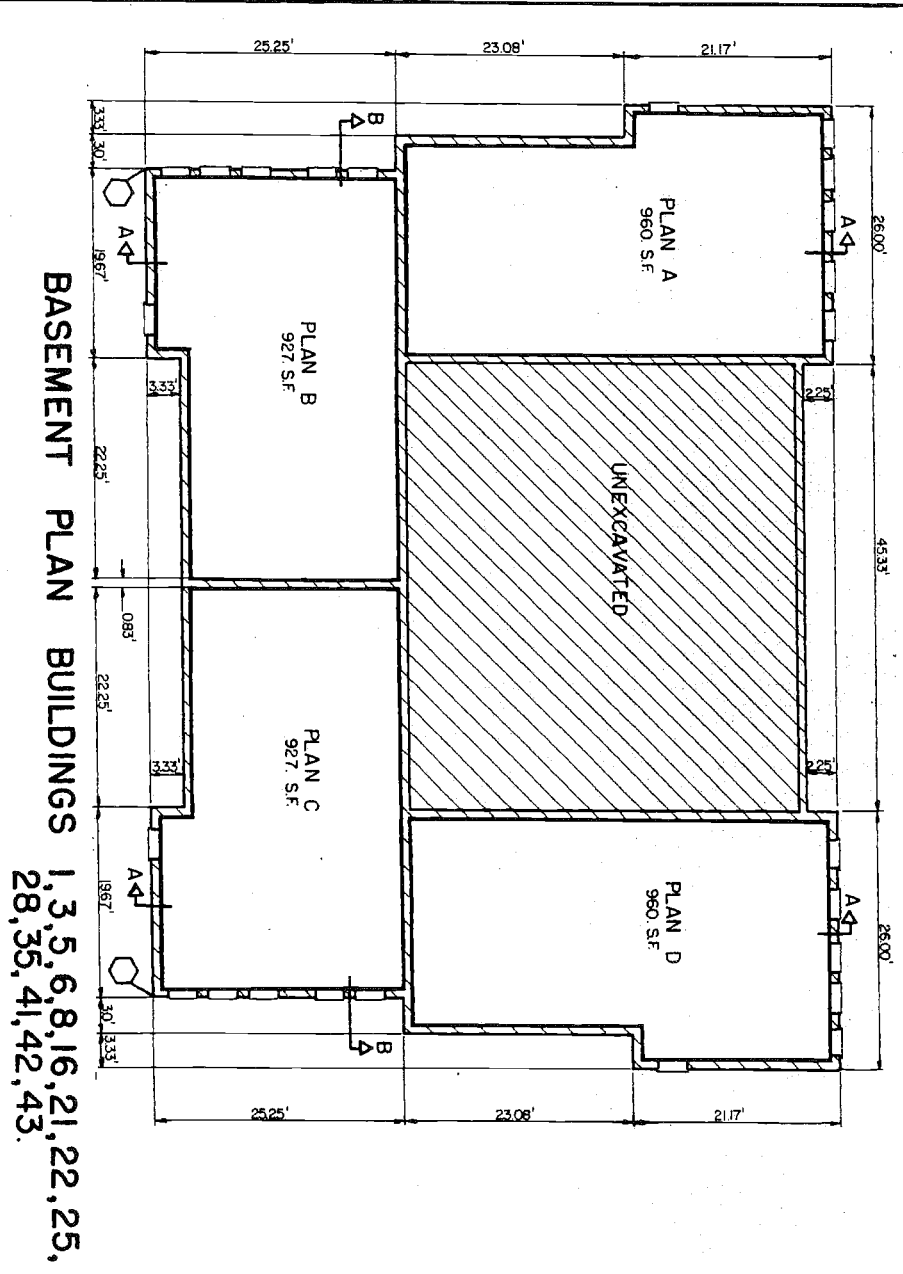
COORDINATE POINTS



AS BUILT SEPT. 28, 2003  
CP-01-198

HERITAGE PLACE WEST II CONDOMINIUM

WCS ASSOCIATES INC.  
4910 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48314



GENERAL COMMON ELEMENT



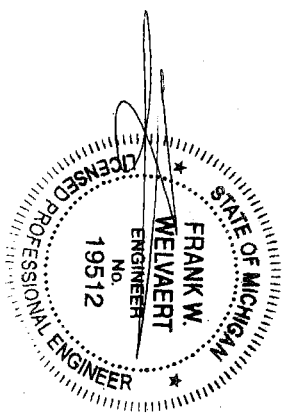
LIMITS OF OWNERSHIP

NOTE: ALL EXTERIOR AND INTERIOR BASEMENT WALLS ARE 0.83'

ALL WALLS ARE AT RIGHT ANGLES ± 10° EACH OTHER

ALL EXTERIOR WINDOWS ARE GENERAL COMMON ELEMENT

NOTE: THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE DESCRIBED ACCORDING TO THE DIMENSIONS AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.



SCHEDULE OF UNIT NUMBERS				
BLDG	UNIT NUMBER	PLAN D	PLAN C	PLAN B
1	1	2	3	4
3	9	10	11	12
5	17	18	19	20
6	21	22	23	24
8	29	30	31	32
16	61	62	63	64
21	81	82	83	84
22	85	86	87	88
25	97	98	99	100
28	109	110	111	112
35	137	138	139	140
41	161	162	163	164
42	165	166	167	168
43	169	170	171	172

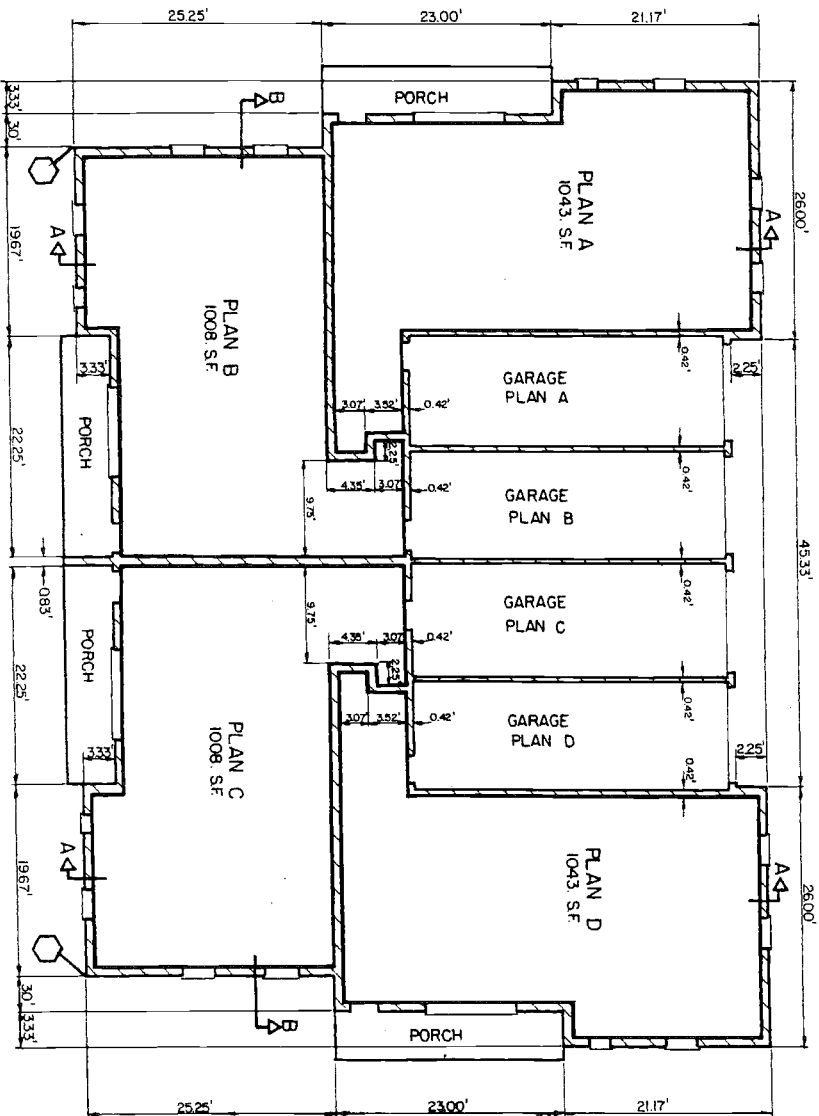
HERITAGE PLACE  
WEST II CONDOMINIUM

SCALE: 3/16" = 1'-0"

WKS ASSOCIATES, INC.  
4410 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48304

AS BUILT SEPT. 28, 2004  
CP-01-198

# FIRST FLOOR PLAN BUILDINGS 1,3,5,6,8,16,21,22,25,28,35,41,42,43.



NOT TO SCALE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE DESIGNED ACCORDING TO THE ORIGINAL BUILDING PLANS USED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.

HERITAGE PLACE  
WEST II CONDOMINIUM

SCALE: 3/8" = 1'-0"

0 6 12 24

AS BUILT SEPT. 28, 2004  
CP-01-198

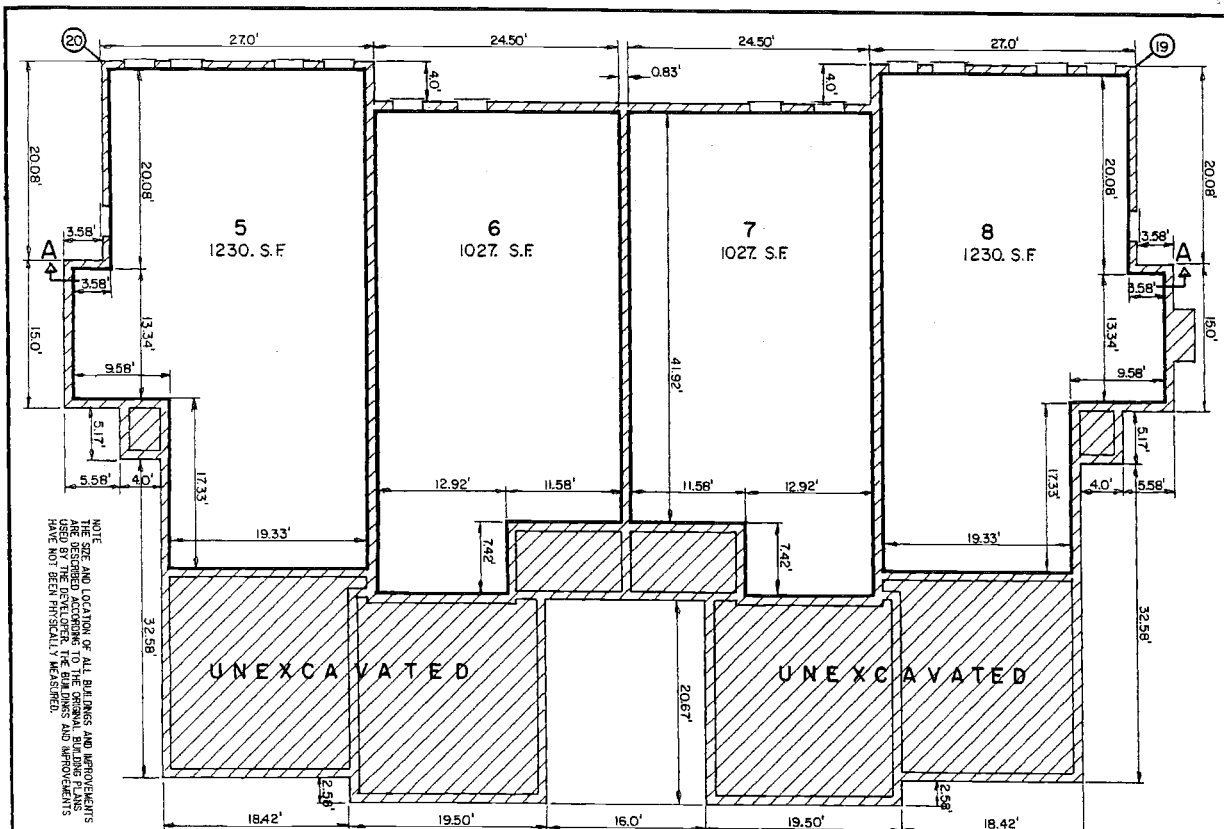
MCS ASSOCIATES, INC.  
10000 PARK PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48394

SCHEDULE OF UNIT NUMBERS				
BLDG.	UNIT NUMBER	PLAN A	PLAN B	PLAN C
NO.	1	2	3	4
1	1	10	11	12
3	9	18	19	20
5	17	16	22	23
6	21	22	23	24
8	29	30	31	32
16	61	62	63	64
21	81	82	83	84
22	85	86	87	88
25	97	98	99	100
28	109	110	111	112
35	137	138	139	140
41	161	162	163	164
42	165	166	167	168
43	169	170	171	172

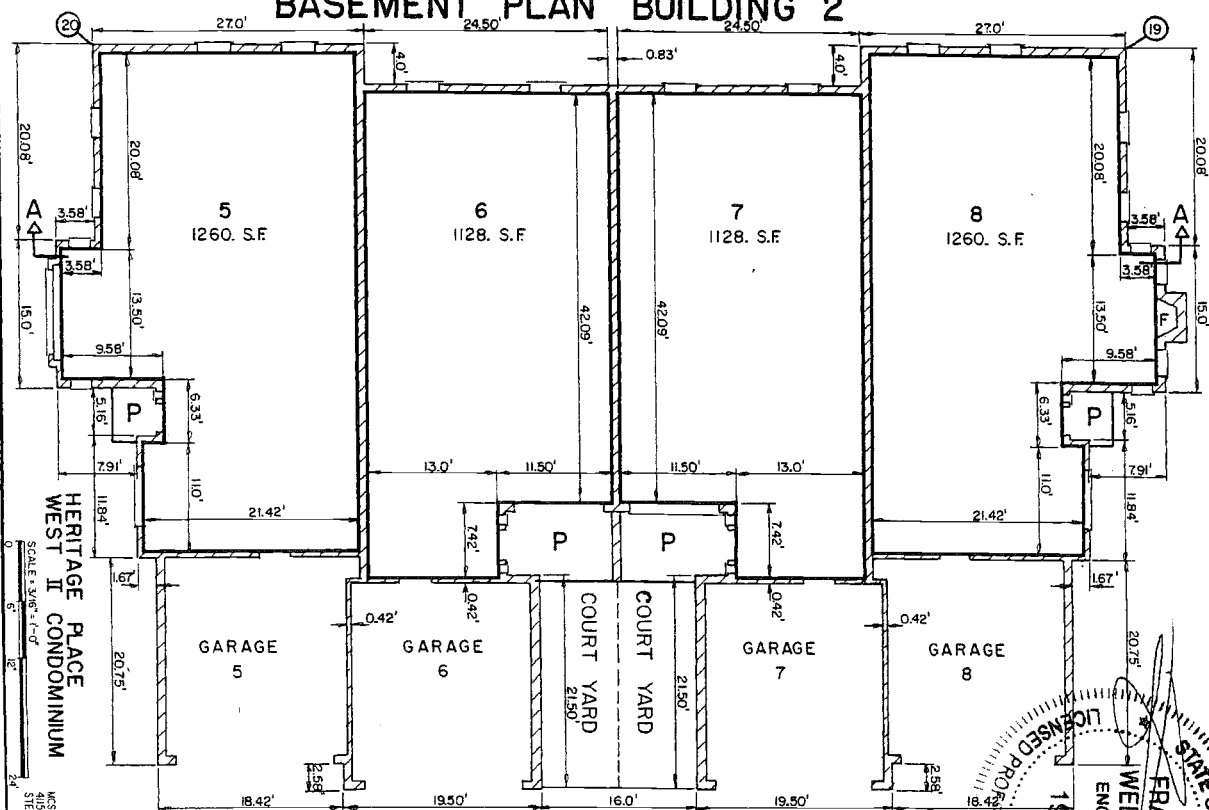
STATE OF MICHIGAN  
FRANK W. WELVAERT  
ENGINEER  
No. 19512  
LICENSED PROFESSIONAL ENGINEER

- = LIMITS OF OWNERSHIP
- = COORDINATE POINT
- NOTE - ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'
- = ALL WALLS BETWEEN UNITS ARE 0.83'
- = ALL WALLS ARE AT RIGHT ANGLES ± 10° EACH OTHER
- = ALL EXTERIOR DOORS AND WINDOWS ARE LIMITED COMMON ELEMENT
- = GARAGE IS LIMITED COMMON ELEMENT
- = PORCH IS LIMITED COMMON ELEMENT

= GENERAL COMMON ELEMENT



**BASEMENT PLAN BUILDING 2**



**FIRST FLOOR PLAN BUILDING 2**

GENERAL COMMON ELEMENT.

LIMITS OF OWNERSHIP.

COORDINATE POINT.

P = PORCH, LIMITED COMMON ELEMENT.

C = COURT YARD, LIMITED COMMON ELEMENT.

F = FIREPLACE, COMBUSTION CHAMBER, LIMITED COMMON ELEMENT.

NOTE: ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.

\* ALL EXTERIOR BASEMENT WALLS ARE 0.83'.

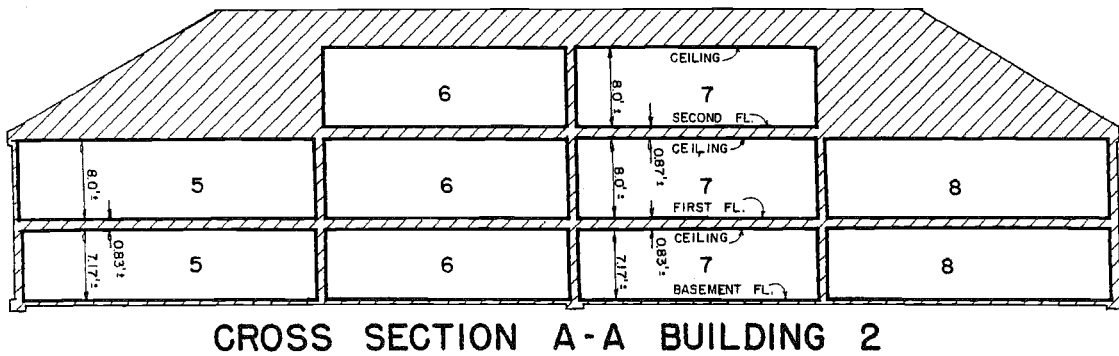
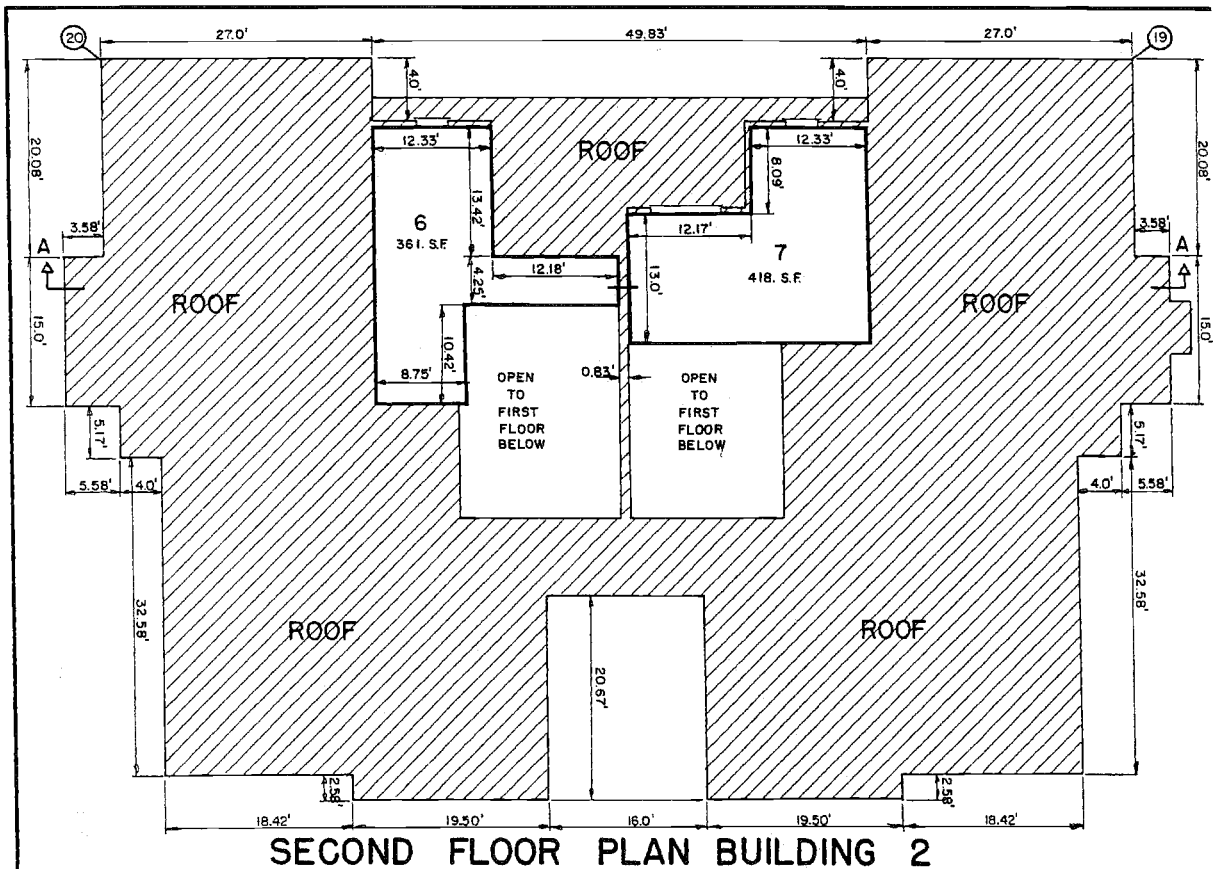
\* ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'.

UNLESS OTHERWISE NOTED.

\* GARAGE IS LIMITED COMMON ELEMENT.

HERITAGE PLACE  
WEST II CONDOMINIUM  
SCALE: 3/8" = 1'-0"  
AS BUILT SET, 28, 2001  
CP-01-198  
WCS ASSOCIATES, INC.  
4100 TERMINAL DRIVE, SUITE 102  
ST. LOUIS, MISSOURI 63114-4834

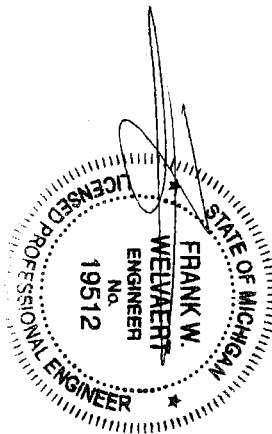
STATE OF MICHIGAN  
FRANK W. WELVAERT  
ENGINEER  
No. 19512  
LICENSED PROFESSIONAL ENGINEER



HERITAGE PLACE  
WEST II CONDOMINIUM  
SCALE: 1/8" = 1'-0"  
24" STEREO HEIGHTS, MICHIGAN 1954

AS BUILT SEPT. 28, 2008  
CP-91-198

NOTE:  
THE LOCATION OF ALL BUILDINGS AND IMPROVEMENTS  
SHOWN HEREON ARE BASED UPON THE ORIGINAL BUILDING PLANS  
USED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS  
HAVE NOT BEEN PHYSICALLY MEASURED.

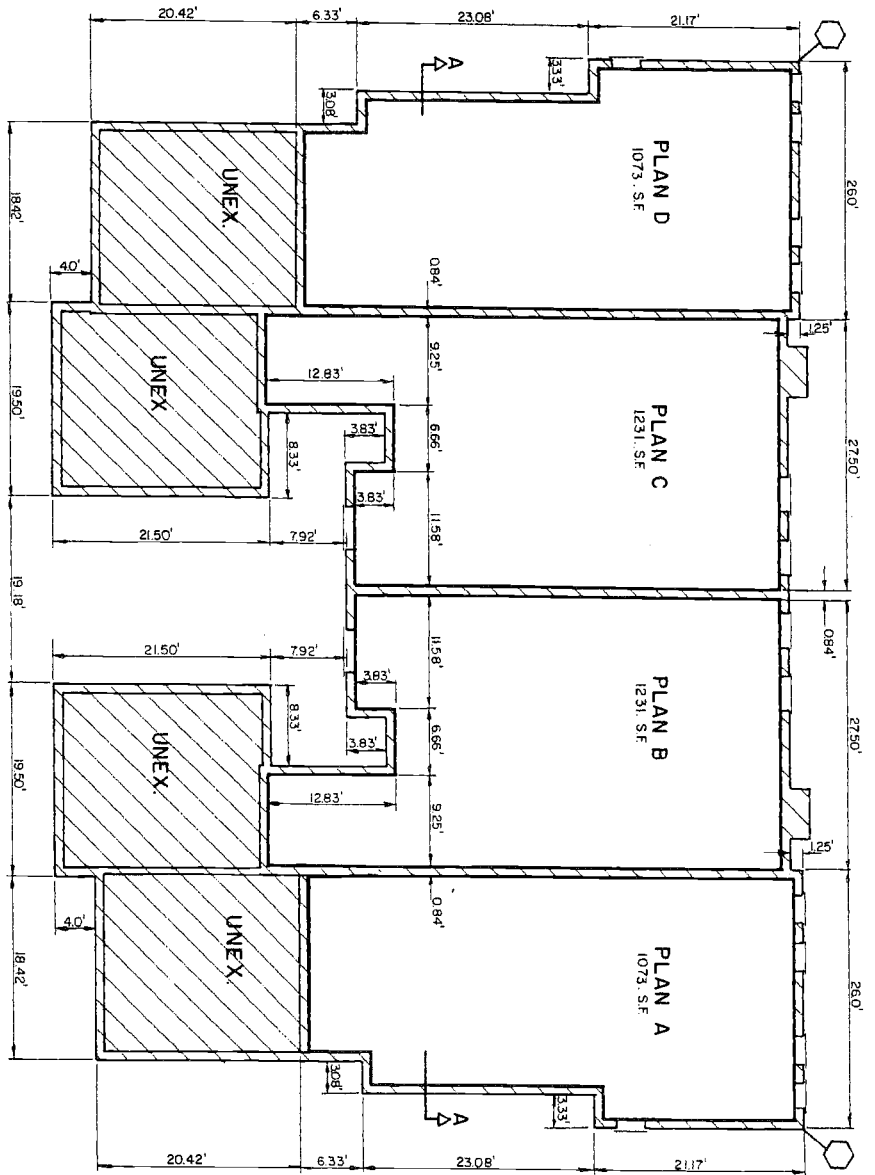


NOTE: ALL WALLS, FLOORS AND CEILINGS  
ARE AT RIGHT ANGLES TO EACH OTHER.  
\* ALL EXTERIOR SECOND FLOOR WALLS  
ARE 0.42"  
\* FIRST FLOOR ELEVATION FOR BUILDING  
2: 1919.60 U.S.G.S. DATA.

GENERAL COMMON ELEMENT.  
LIMITS OF OWNERSHIP  
COORDINATE POINT.



# BASEMENT PLAN BUILDINGS 4,10,12,20,33,36,29,40.



NOTE:  
THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS  
SHOWN ON THIS PLAN ARE BASED ON THE RECORD PLANS AND  
SURVEY DATA PROVIDED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS  
HAVE NOT BEEN PHYSICALLY MEASURED.

HERITAGE PLACE  
WEST II CONDOMINIUM

SCALE: 3/16"=1'-0"

24

SCHEDULE OF UNIT NUMBERS

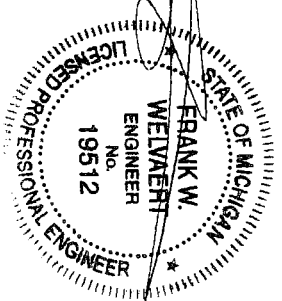
BUILDING NO.	PLAN D	PLAN C	PLAN B	PLAN A
4	13	14	15	16
10	37	38	39	40
12	45	46	47	48
20	77	78	79	80
33	129	130	131	132
36	141	142	143	144
29	113	114	115	116
40	157	158	159	160

NOTE: ALL EXTERIOR WALLS ARE AT  
RIGHT ANGLES TO EACH OTHER.  
ALL EXTERIOR BASEMENT WALLS  
ARE 0.63'  
ALL EXTERIOR WINDOWS ARE  
LIMITED COMMON ELEMENT

○-COORDINATE POINT

-LIMITS OF OWNERSHIP

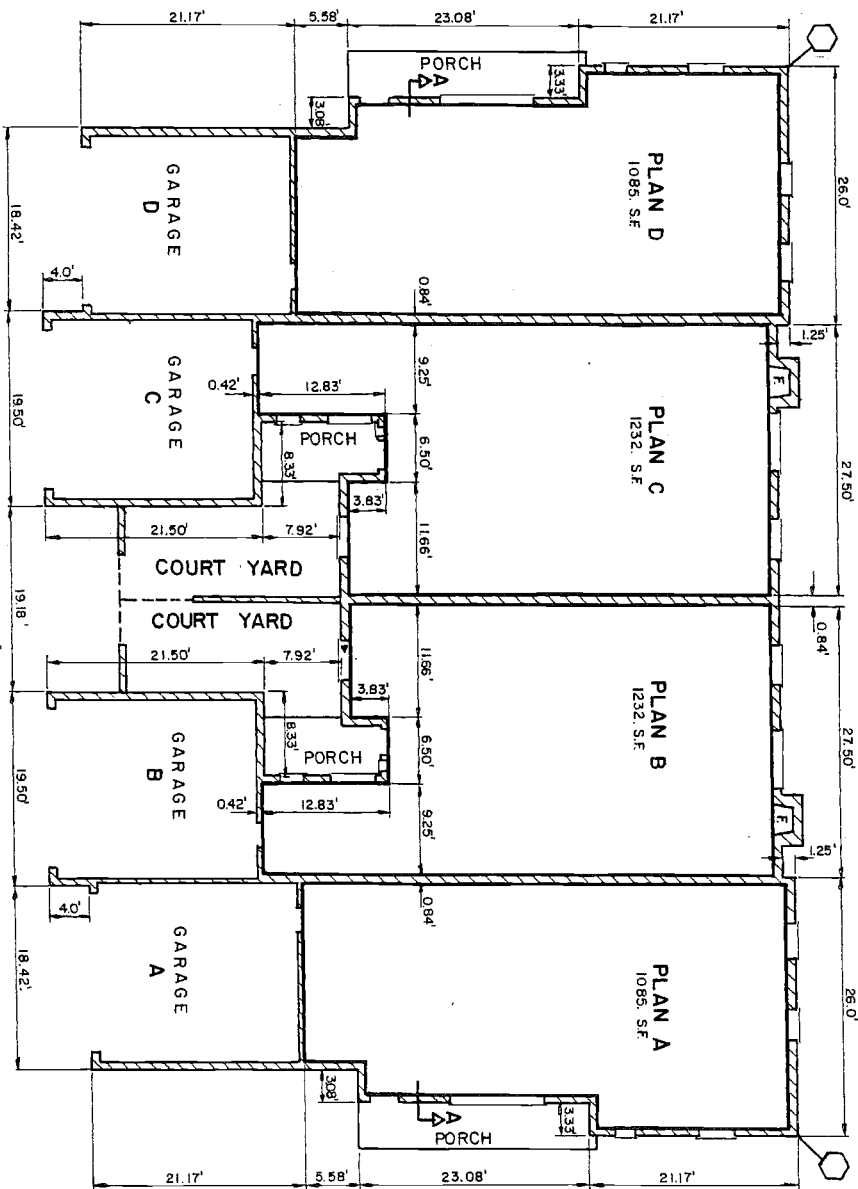
-GENERAL COMMON ELEMENT



AS BUILT SEPT. 29, 2009  
CP-01-198

URS ASSOCIATES, INC.  
4150 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48314

# FIRST FLOOR PLAN BUILDINGS 4, 10, 12, 20, 33, 36, 29, 40.



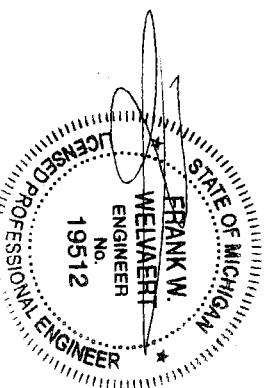
NOTE  
THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS  
ARE BASED ON THE DATA SUBMITTED BY THE DEVELOPER. BUILDING PLANS  
USED BY THE DEVELOPER, THE BUILDINGS AND IMPROVEMENTS  
HAVE NOT BEEN PHYSICALLY MEASURED.

HERITAGE PLACE  
WEST II CONDOMINIUM

SCALE: 3/16" = 1'-0"  
0' 6' 12' 24'

SCHEDULE OF UNIT NUMBERS				
Bldg.	Unit Number	Unit Number	Unit Number	Unit Number
PLAN D	PLAN C	PLAN B	PLAN A	
4	13	14	15	16
10	37	38	39	40
12	45	46	47	48
20	77	78	79	80
33	129	130	131	132
36	141	142	143	144
29	113	114	115	116
40	157	158	159	160

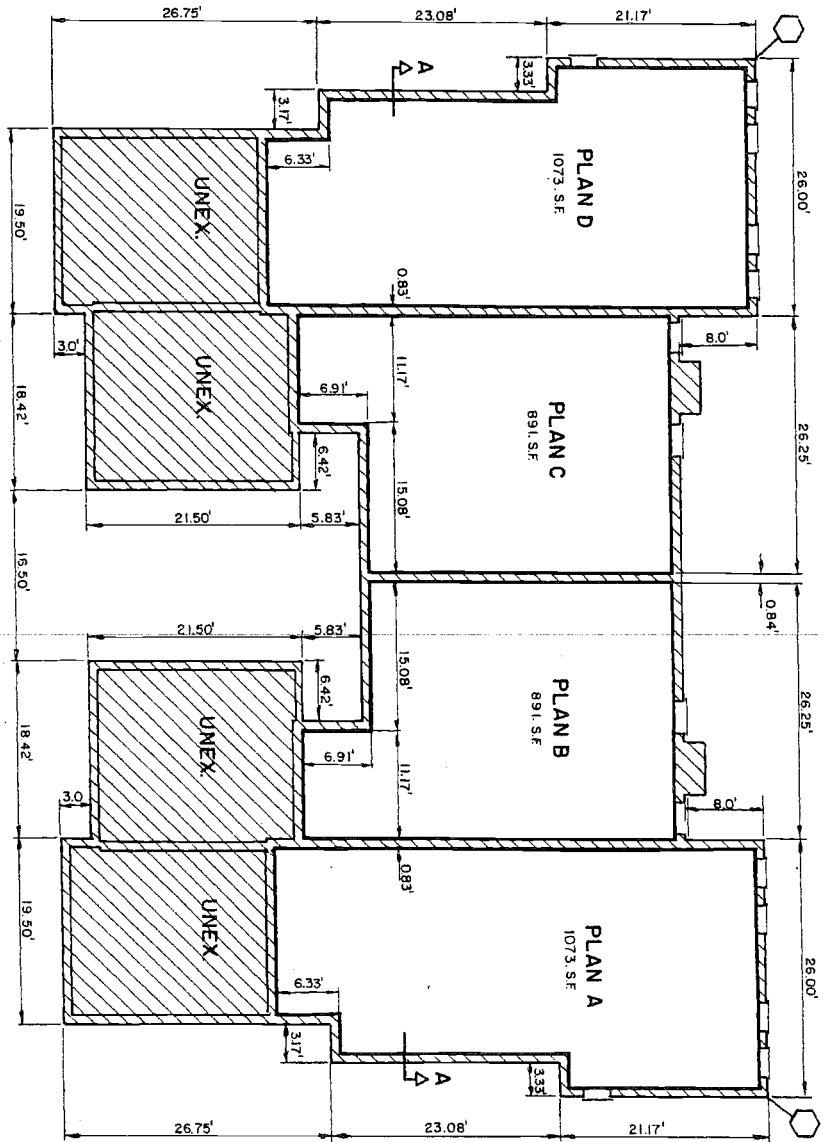
LEGEND:  
- LIMITS OF OWNERSHIP.  
- COORDINATE POINT.  
NOTE - ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.  
- ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'  
- GARAGE, PORCH AND COURT YARD ARE LIMITED COMMON ELEMENT.  
- FIRE PLACE COMBUSTION CHAMBER LIMITED COMMON ELEMENT.  
- ALL EXTERIOR DOORS AND WINDOWS ARE LIMITED COMMON ELEMENT.  
- COURT YARD, LIMITED COMMON ELEMENT.



AS BUILT SEPT. 28, 2003  
CP-01-198

M/S ASSOCIATES, INC.  
1550 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48314

# BASEMENT PLAN BUILDINGS 7, 14, 15.



NOTE  
THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS  
ARE RECORDED ACCORDING TO THE SURVEY AND IMPROVEMENTS  
HAVE NOT BEEN PHYSICALLY MEASURED.

HERITAGE PLACE  
WEST II CONDOMINIUM  
SCALE: 3/16" = 1'-0"

SCHEDULE OF UNIT NUMBERS

BLDG. NO.	UNIT NUMBER	PLAN A	PLAN B	PLAN C	PLAN D
7	25	26	27	28	29
14	33	34	35	36	37
15	57	58	59	60	61

NOTE \* ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.  
\* ALL EXTERIOR BASEMENT WALLS ARE 0.83'  
\* ALL EXTERIOR WINDOWS ARE LIMITED COMMON ELEMENT

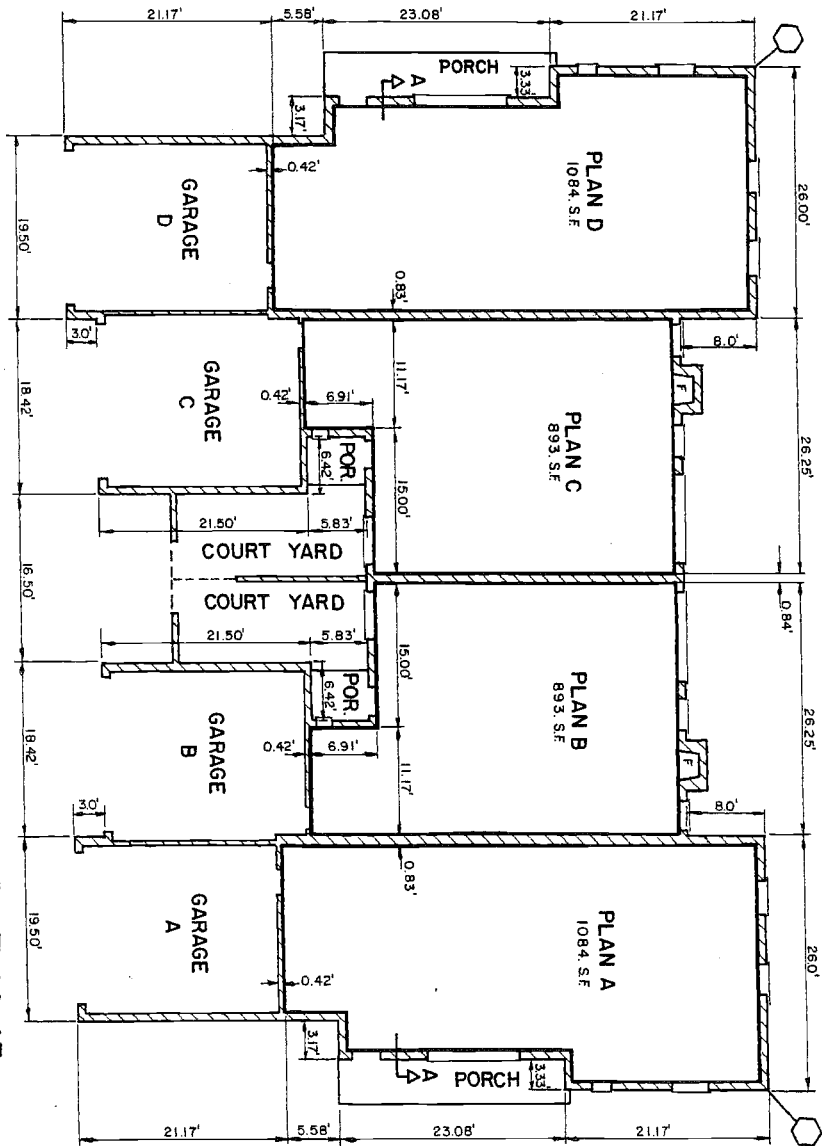
○ = LIMITS OF OWNERSHIP  
○ = COORDINATE POINT  
▨ = GENERAL COMMON ELEMENT

STATE OF MICHIGAN  
FRANK W. WETZEL  
ENGINEER  
NO. 19512  
LICENSED PROFESSIONAL ENGINEER

AS BUILT SEPT. 28, 2008  
CP-01-198

M/S ASSOCIATES INC.  
4050 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48064

# FIRST FLOOR PLAN BUILDINGS 7, 14, 15.



NOTE  
THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS  
SHOWN ON THIS PLAN ARE BASED ON THE RECORD PLANS AND  
SURVEY DATA PROVIDED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS  
HAVE NOT BEEN PHYSICALLY MEASURED.

HERITAGE PLACE  
WEST II CONDOMINIUM  
SCALE: 1/8" = 1'-0"

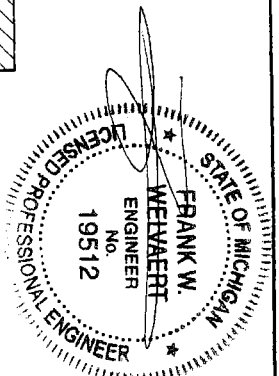
M/S ASSOCIATES, INC.  
2550 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48304

AS BUILT SEPT. 28, 2001  
CP-01-198

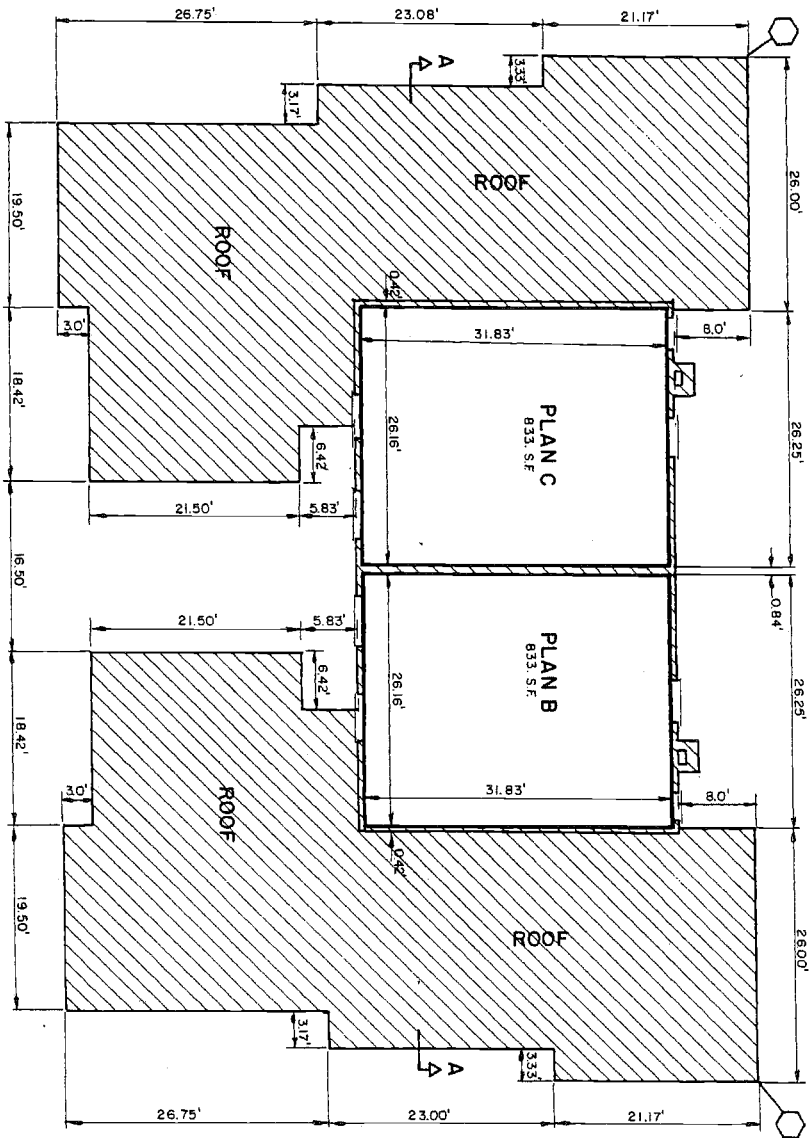
SCHEDULE OF UNIT NUMBERS					
BLDG. NO.	UNIT NUMBER				
	PLAN D	PLAN C	PLAN B	PLAN A	
7	25	26	27	28	
14	53	54	55	56	
15	57	58	59	60	

NOTE - ALL WALLS ARE AT RIGHT ANGLES :  
TO EACH OTHER.  
- ALL EXTERIOR FIRST FLOOR WALLS  
ARE 0.75'  
- ALL EXTERIOR WINDOWS AND DOORS  
ARE LIMITED COMMON ELEMENT.  
F = FIREPLACE COMBUSTION CHAMBER,  
LIMITED COMMON ELEMENT.  
= PORCH, GARAGE AND COURT YARD ARE  
LIMITED COMMON ELEMENT.  
= COURT YARD, LIMITED COMMON ELEMENT

GENERAL COMMON ELEMENT  
LIMITS OF OWNERSHIP  
COORDINATE POINT



# SECOND FLOOR PLAN BUILDINGS 7,14,15.



NOTE:  
THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS  
ARE DESCRIBED ACCORDING TO THE ORIGINAL BUILDING PLANS  
USED BY THE DEVELOPER. THE DIMENSIONS AND IMPROVEMENTS  
HAVE NOT BEEN PHYSICALLY MEASURED.

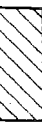
HERITAGE PLACE  
WEST II CONDOMINIUM

SCALE: 3/16" = 1'-0"

SCHEDULE OF UNIT NUMBERS				
BLDG. NO.	UNIT NUMBER	PLAN A	PLAN B	PLAN C
7	25	26	27	28
14	53	54	55	56
15	57	58	59	60

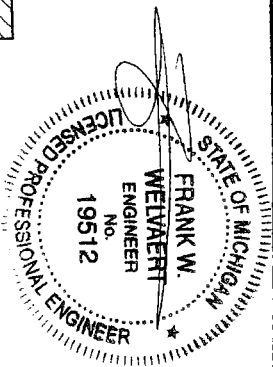
NOTE: ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.

\*ALL EXTERIOR SECOND FLOOR WALLS ARE 0.42



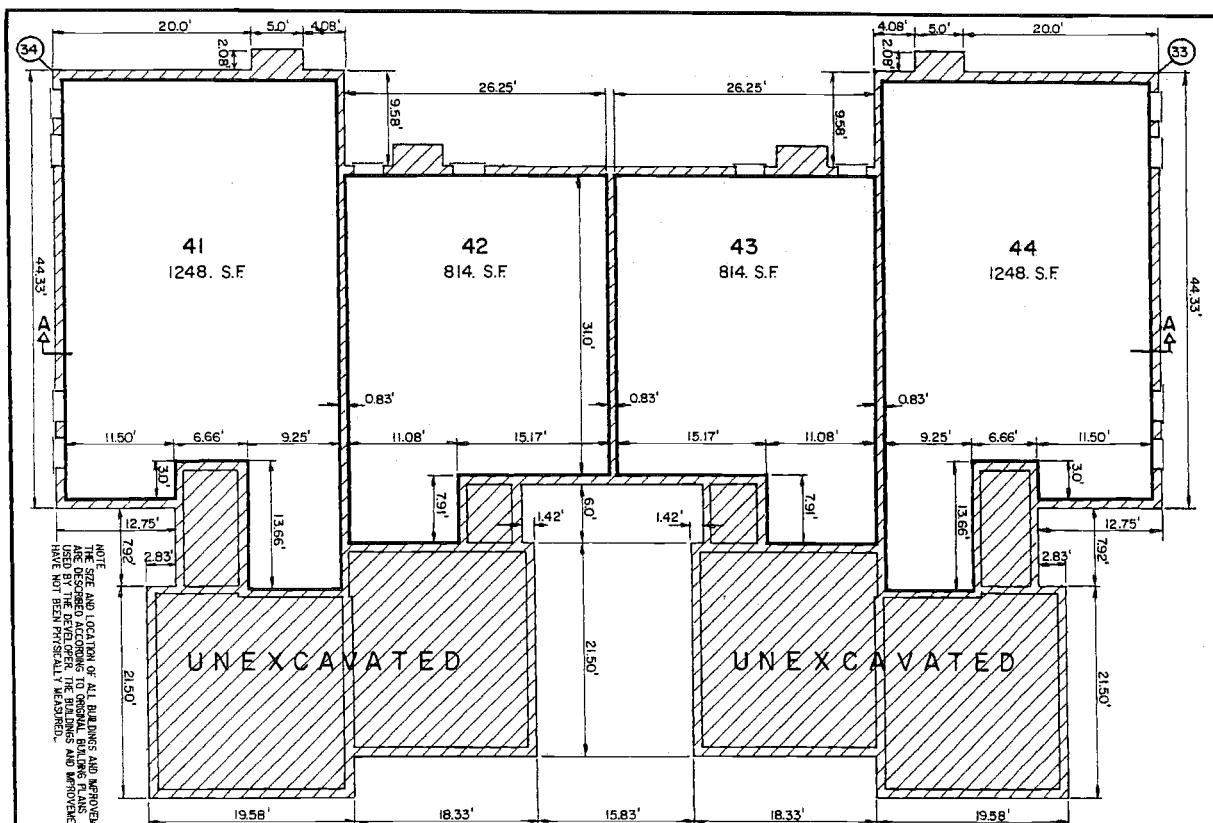
GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

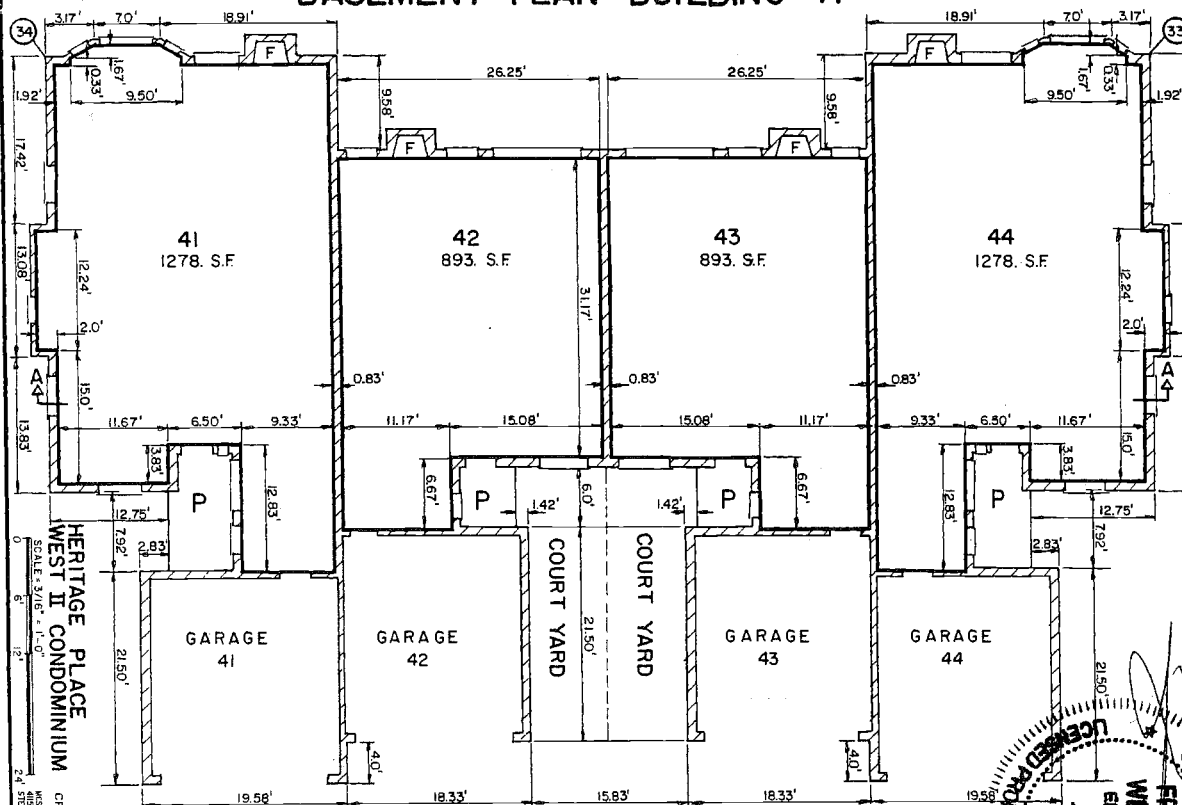


AS BUILT SEPT. 26, 2004  
CP-01-198

WCS ASSOCIATES, INC.  
4050 TECHNOLOGY DRIVE, SUITE 102  
STEVENS, NEW YORK 14153  
CURET 13



**BASEMENT PLAN BUILDING II**



**FIRST FLOOR PLAN BUILDING II**

GENERAL COMMON ELEMENT.

LIMITS OF OWNERSHIP.

COORDINATE POINT.

P = PORCH, LIMITED COMMON ELEMENT.

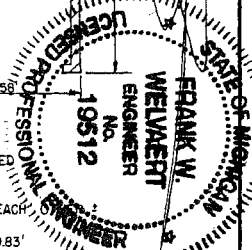
COURT YARD, LIMITED COMMON ELEMENT.  
FIREPLACE, COMBUSTION CHAMBER, LIMITED COMMON ELEMENT.

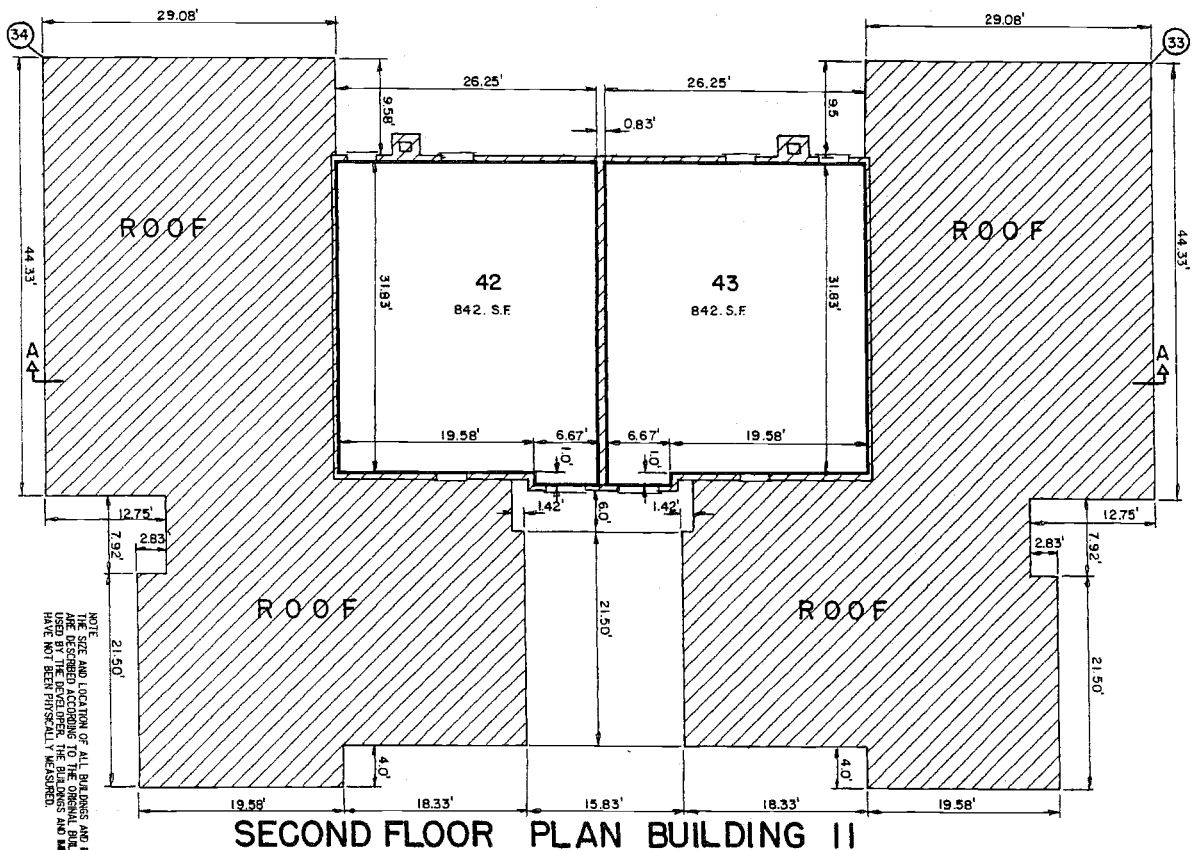
NOTE: GARAGE LIMITED COMMON ELEMENT.

ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER UNLESS OTHERWISE NOTED.

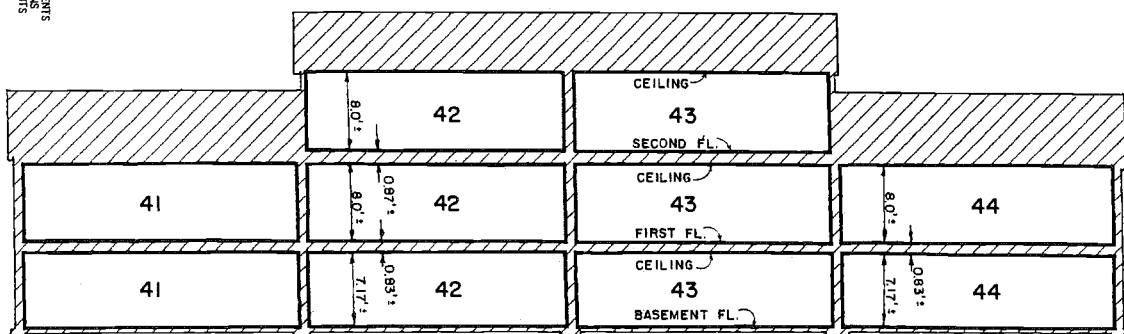
ALL EXTERIOR BASEMENT WALLS ARE 0.83'.

ALL EXTERIOR FIRST FLOOR WALLS ARE 0.83'.





SECOND FLOOR PLAN BUILDING II



SECTION A-A  
BUILDING II

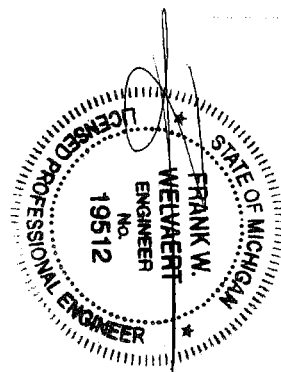
- GENERAL COMMON ELEMENT.
- LIMITS OF OWNERSHIP.
- COORDINATE POINT.

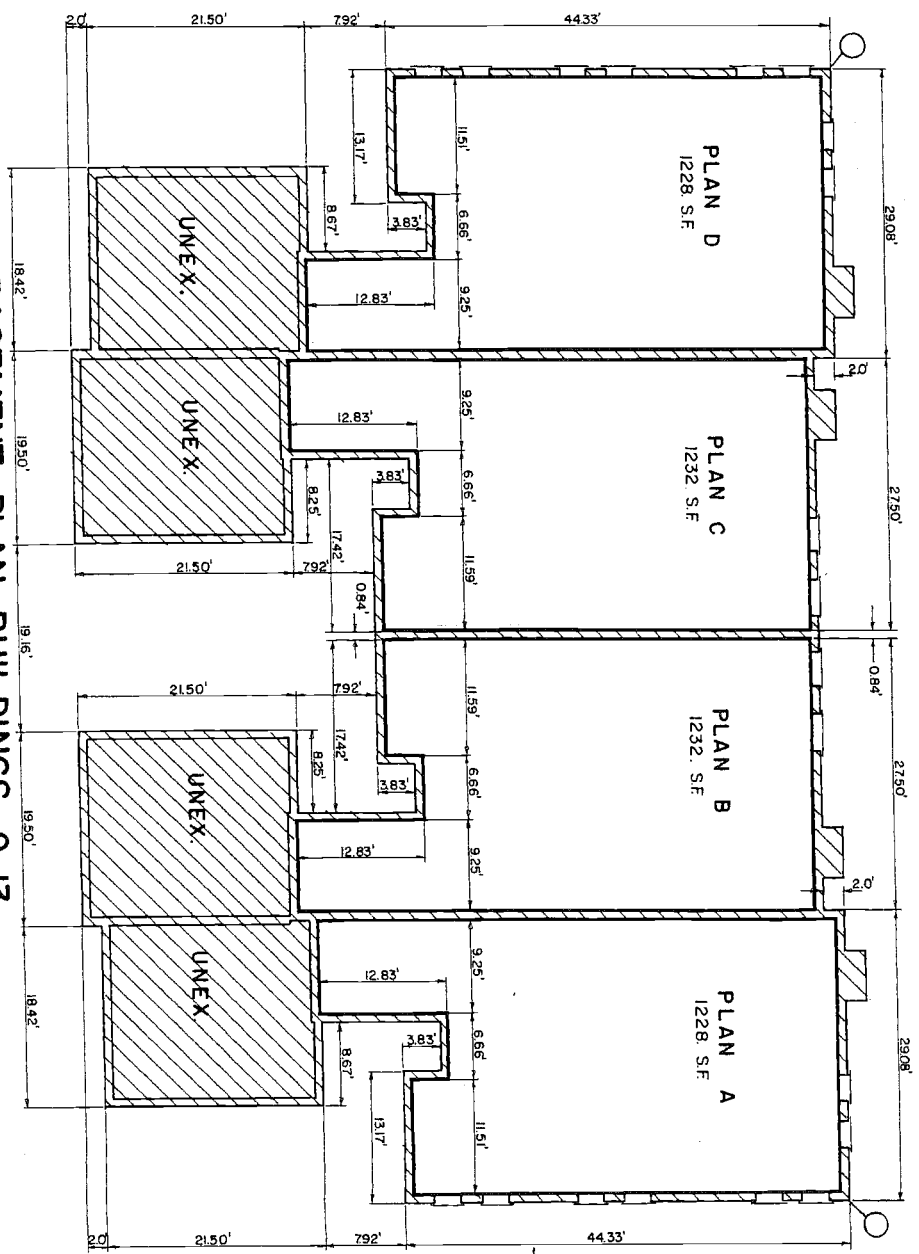
NOTE: ALL WALLS, FLOORS AND CEILING ARE AT  
RIGHT ANGLES TO EACH OTHER.  
\* ALL EXTERIOR SECOND FLOOR WALLS ARE 0.42'  
\* FIRST FLOOR ELEVATION FOR BUILDING II = 616.50  
U.S.G.S. DATA.

HERITAGE PLACE  
WEST II CONDOMINIUM

SCALE: 3/16" = 1'-0"

AS BUILT 02/71, 03, 2001  
CP-01-198  
JCS ASSOCIATES, INC.  
4150 TERMINAL CITY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48314





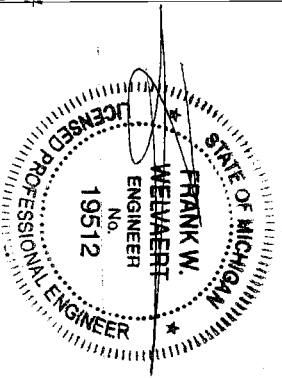
**BASEMENT PLAN BUILDINGS 9, 13.**

NOTE: ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.  
ALL EXTERIOR BASEMENT WALLS ARE 0.83' THICK.  
ALL WINDOWS ARE GENERAL COMMON ELEMENT.

NOTE: THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE DESCRIBED ACCORDING TO THE ORIGINAL BUILDING PLANS USED BY THE DEVELOPER. THE SIZES AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.

SCHEDULE OF UNIT NUMBERS

BLDG. NO.	UNIT NUMBER	PLAN A	PLAN B	PLAN C	PLAN D
9	33	34	35	36	
13	49	50	51	52	



**HERITAGE PLACE  
WEST II CONDOMINIUM**

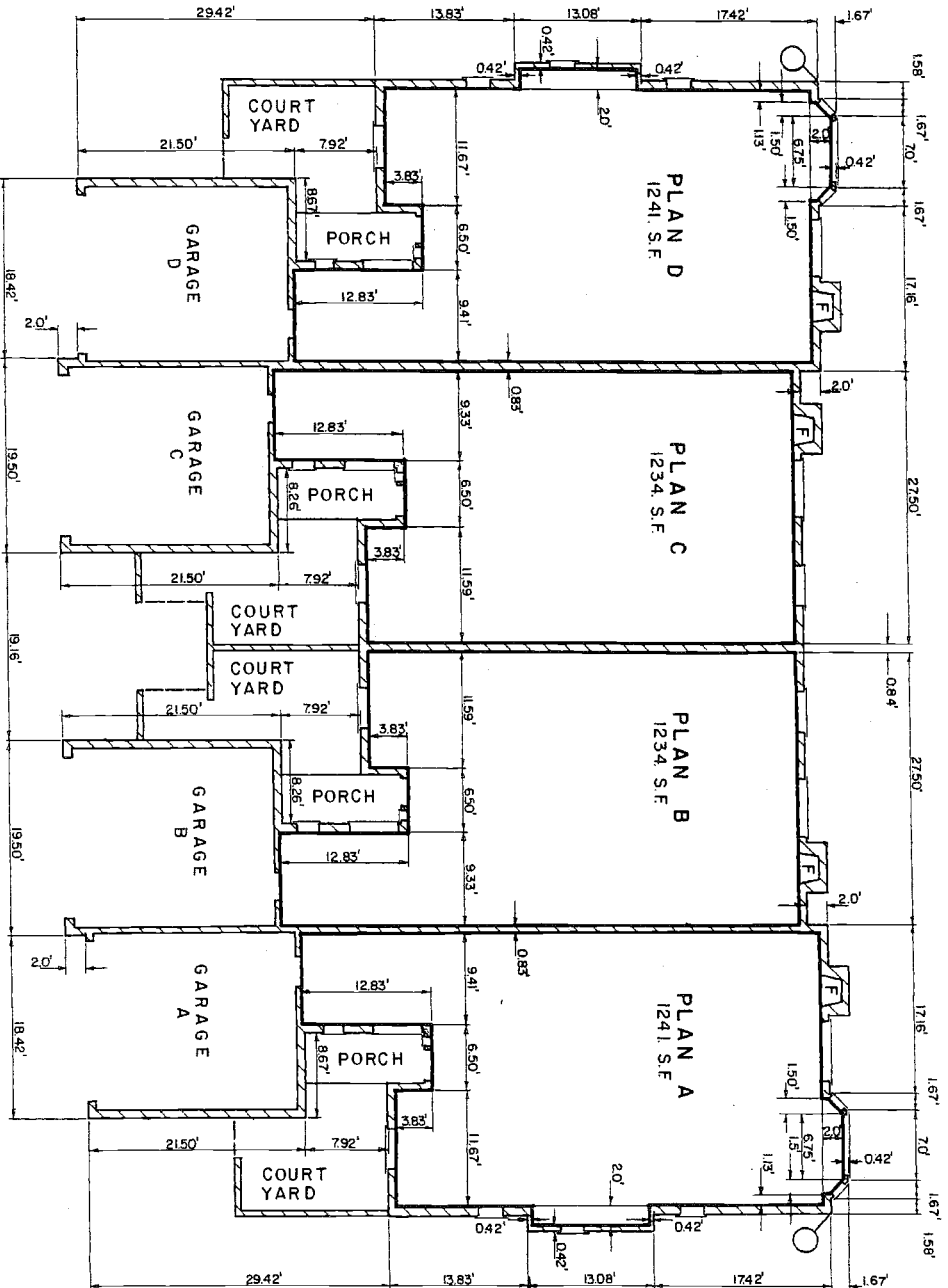
SCALE: 3/16" = 1'-0"

AS BUILT SEPT. 28, 2008  
CP-01-198

URS ASSOCIATES, INC.  
4050 TECHNOLOGY PARK DR. SUITE 100  
STERLING HEIGHTS, MICHIGAN 48304



# FIRST FLOOR PLAN BUILDINGS 9, 13.



- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP
- COORDINATE POINT
- FINE PLACE COMBUSTION CHIMNEY LIMITED COMMON ELEMENT

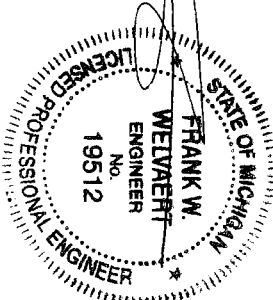
NOTE: ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.  
 ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75 UNLESS OTHER WISE AS NOTED.  
 ALL WINDOWS AND DOORS ARE GENERAL COMMON ELEMENT.  
 COURT YARD PORCH GARAGE ARE LIMITED COMMON ELEMENT.

NOTE: SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE ASSUMED ACCORDING TO THE ORIGINAL BUILDING PLANS USED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.

HERITAGE PLACE  
 WEST II CONDOMINIUM

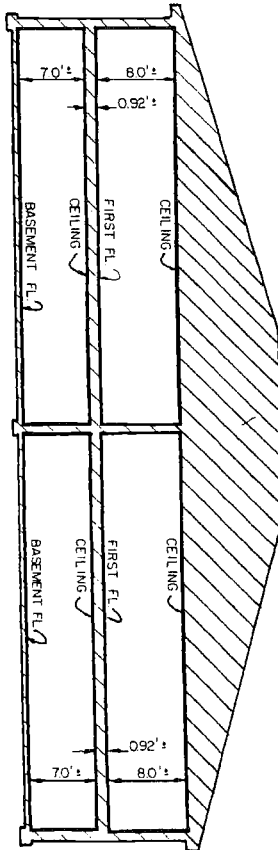
SCALE: 3/16" = 1'-0"

SCHEDULE OF UNIT NUMBERS			
BUILDING NO.	UNIT NO.	UNIT NO.	UNIT NO.
PLAN D	33	34	35
PLAN C	43	50	51
PLAN B	44	52	53
PLAN A	45	54	55

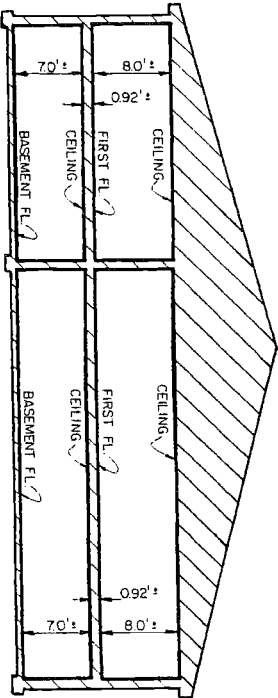


AS BUILT SEPT. 28, 2001  
 CP-01-198

WIS ASSOCIATES PC  
 4450 TECHNOLOGY PARK  
 STERLING HEIGHTS, MICHIGAN 48314



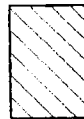
SECTION B-B



SECTION A-A

BUILDING FLOOR NUMBER	FIRST FLOOR ELEVATION
1	619.00
3	619.60
5	617.30
6	618.50
8	617.20
16	620.40
21	617.50
22	617.50
25	617.50
28	618.00
35	619.50
41	622.00
42	622.00
43	623.40
44	623.50

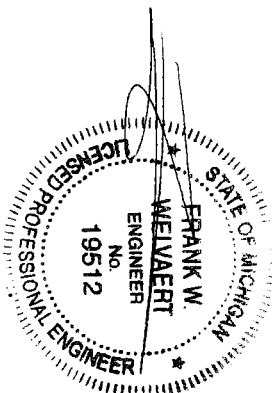
LEGEND SHOWING FIRST FLOOR ELEVATIONS ON U.S.G.S. DATA



= GENERAL COMMON ELEMENT

= LIMITS OF OWNERSHIP

NOTE = ALL WALLS, FLOORS AND CEILINGS ARE AT RIGHT ANGLES TO EACH OTHER.



BUILDINGS 1,3,5,6,8,16,21,  
22,25,28,35,  
41,42,43,44.

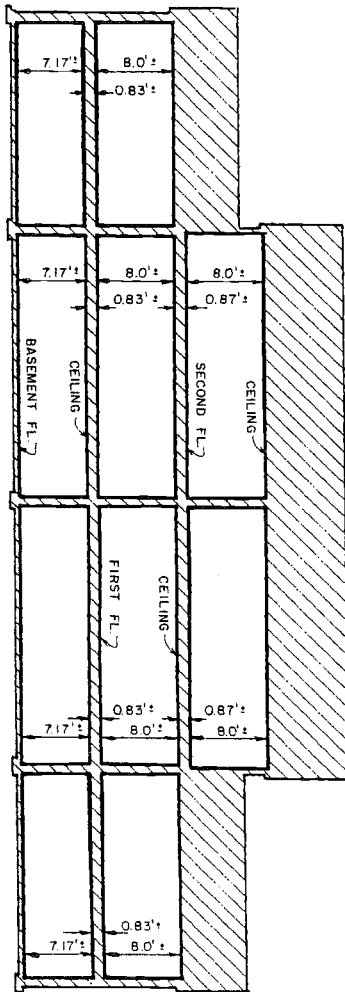
NOTE: SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE ASSUMED ACCORDING TO THE ORIGINAL BUILDING PLANS USED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.

HERITAGE PLACE  
WEST II CONDOMINIUM

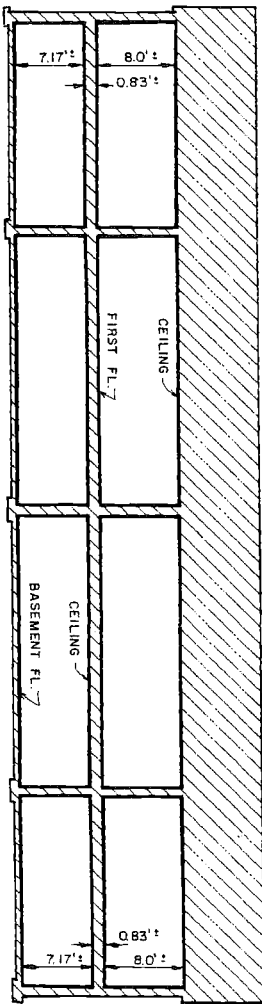
SCALE: 1/8" = 1'-0"

M/S ASSOCIATES, INC.  
4150 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48310

AS BUILT SEPT. 28, 2004  
CP-01-198



SECTION A-A BUILDINGS 7, 14, 15, 31, 39.



SECTION A-A BUILDINGS

4, 10, 12, 9, 13, 20, 17,  
33, 36, 24, 23, 26, 29,  
30, 32, 37, 38, 40.

NOTE: SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE SHOWN ACCORDING TO THE ORIGINAL BUILDING PLANS USED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.

HERITAGE PLACE  
WEST II CONDOMINIUM

SCALE: 3/16" = 1'-0"

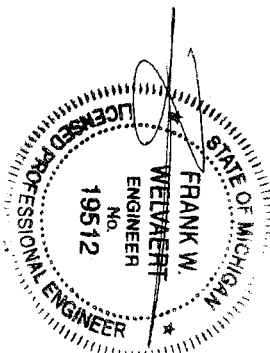
24'

FIRST BUILDING FLOOR NUMBER	FIRST FLOOR ELEVATION
4	618.80
7	617.50
9	617.00
10	617.70
12	616.70
13	621.30
14	622.00
15	620.80
20	618.00
17	618.00
33	620.50
36	619.50
24	617.50
23	617.50
26	617.70
29	619.70
30	620.40
31	621.50
32	620.70
37	621.00
38	621.80
39	621.80
40	621.50

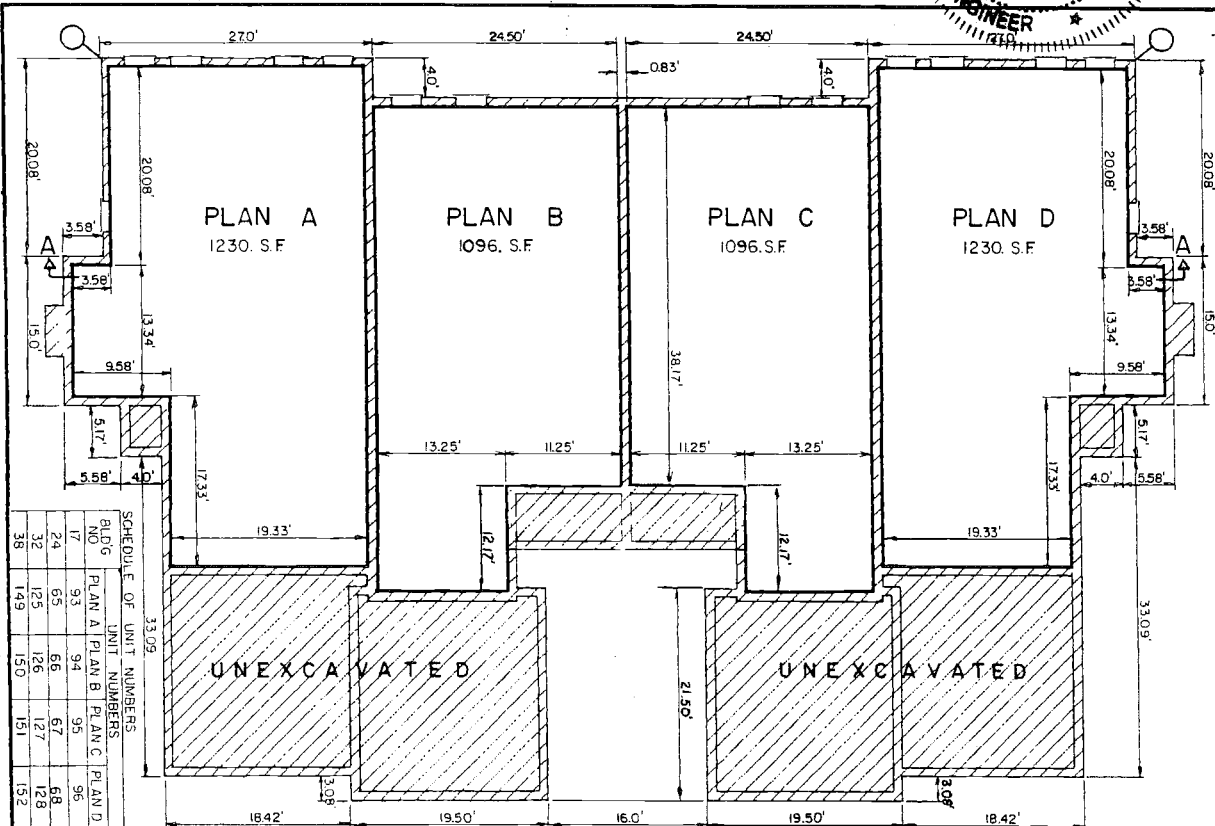
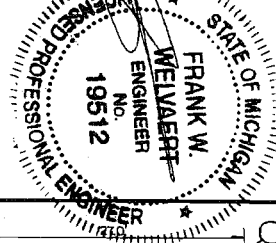
AS BUILT SEPT. 28, 2003  
CP 01-198

WCS ASSOCIATES INC.  
4050 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48315

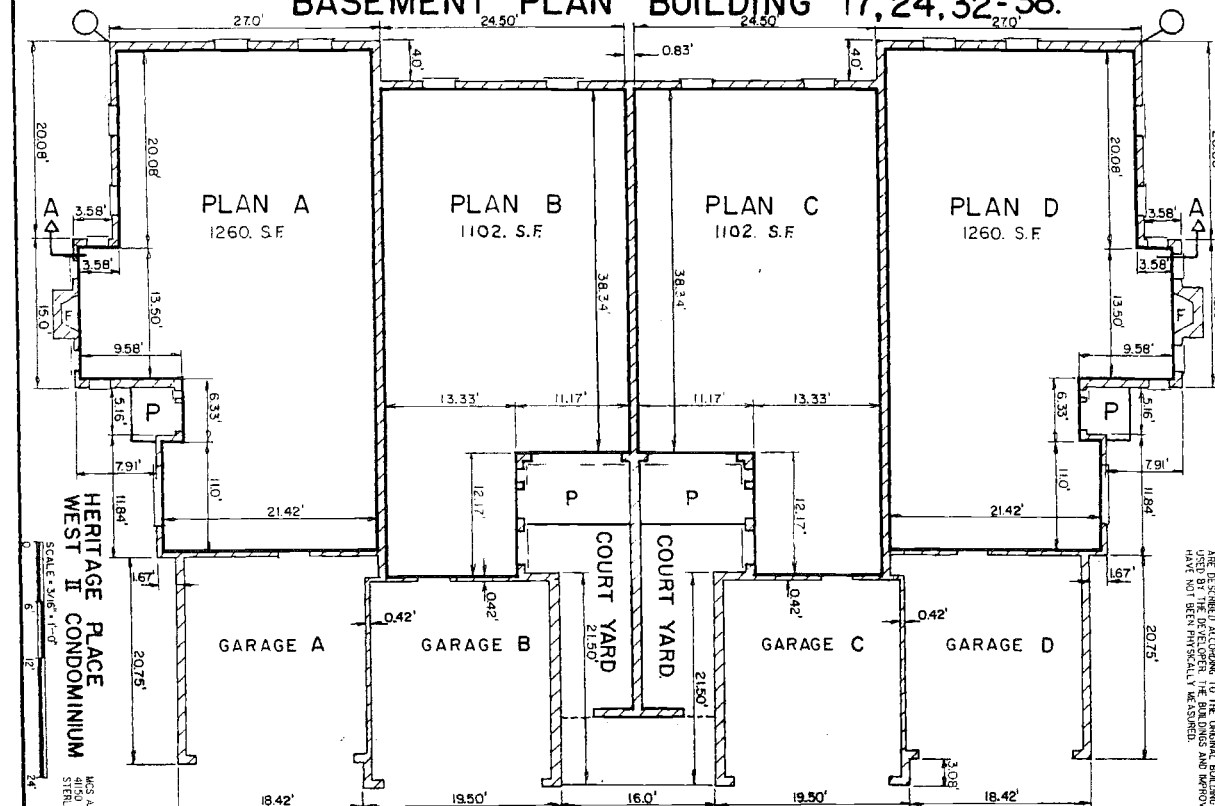
SHEET 19



NOTE: ALL FLOORS, WALLS AND CEILINGS ARE AT RIGHT ANGLES TO EACH OTHER.



BASEMENT PLAN BUILDING 17, 24, 32-38.



FIRST FLOOR PLAN BUILDING 17, 24, 32, 38.

■ GENERAL COMMON ELEMENT.

— LIMITS OF OWNERSHIP.

○ COORDINATE POINT.

P = PORCH, LIMITED COMMON ELEMENT.

C = COURT YARD, LIMITED COMMON ELEMENT.

F = FIREPLACE, COMBUSTION CHAMBER, LIMITED COMMON ELEMENT.

NOTE: ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.

ALL EXTERIOR BASEMENT WALLS ARE 0.83'

ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'

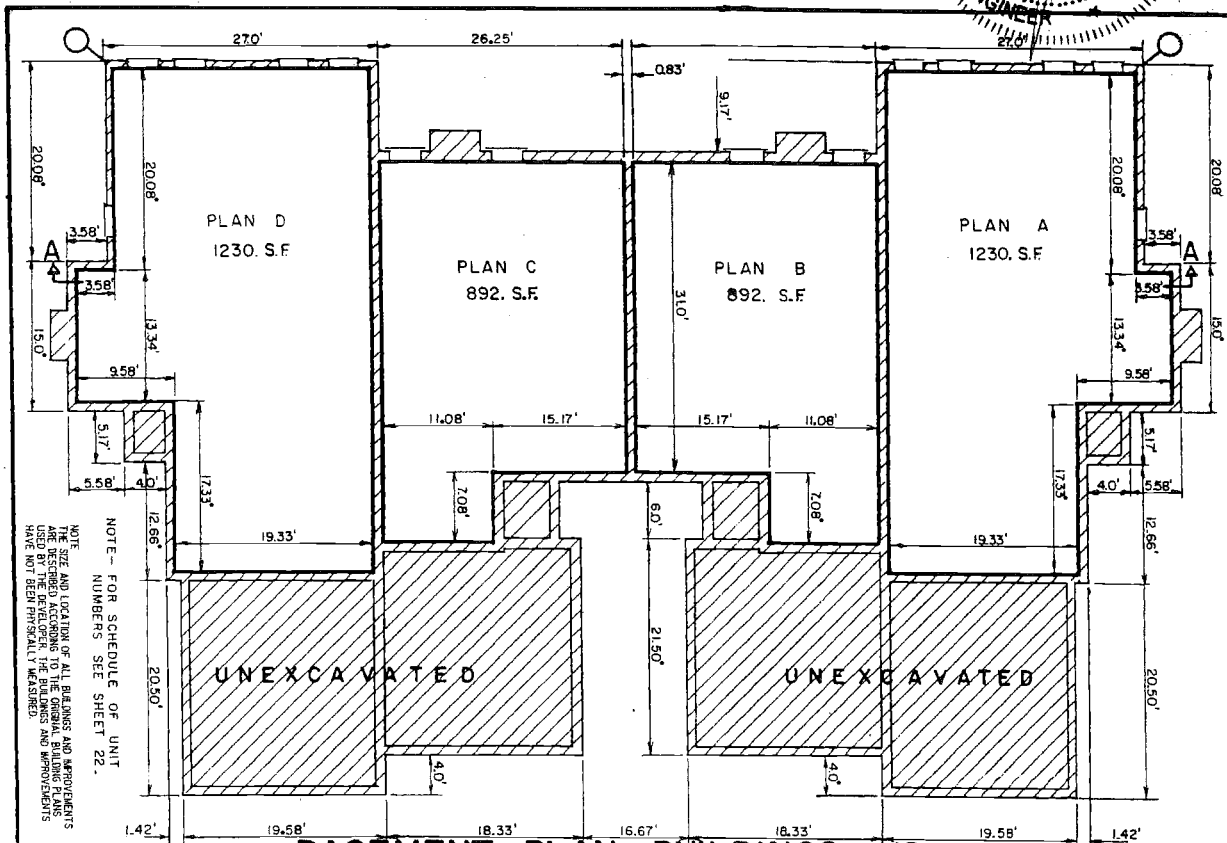
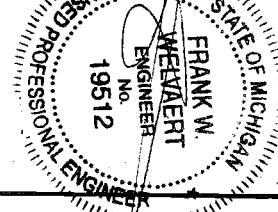
UNLESS OTHERWISE NOTED.

NOTE: THE SIZE AND LOCATION OF ALL BUILDINGS AND AREAS SHOWN ON THIS PLAN ARE BASED ON THE RECORD BUILDING PLANS USED BY THE DEVELOPER. THE DIMENSIONS AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.

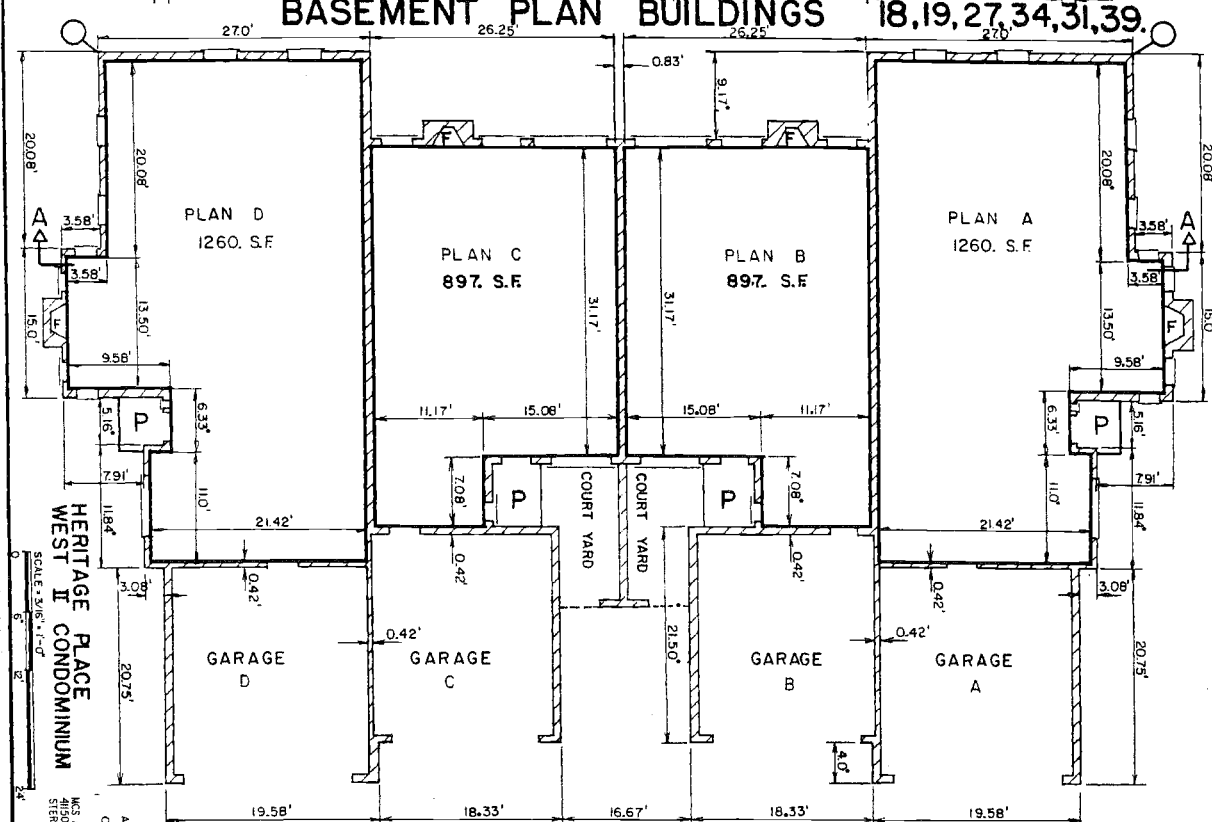
HERITAGE PLACE  
WEST II CONDOMINIUM

SCALE: 1/8" = 1'-0"  
MCS ASSOCIATES, INC.  
4150 TERMINAL DRIVE, SUITE 102  
STONING MOUNTAIN, ALABAMA 35894

AS BUILT SET 28, 2008  
CP-01-189



**BASEMENT PLAN BUILDINGS 18,19,27,34,31,39.**



**FIRST FLOOR PLAN BUILDINGS 18,19,27,34,31,39**

GENERAL COMMON ELEMENT.

LIMITS OF OWNERSHIP.

COORDINATE POINT.

PORCH, LIMITED COMMON ELEMENT.

COURT YARD, LIMITED COMMON ELEMENT. GARAGE IS LIMITED COMMON ELEMENT.

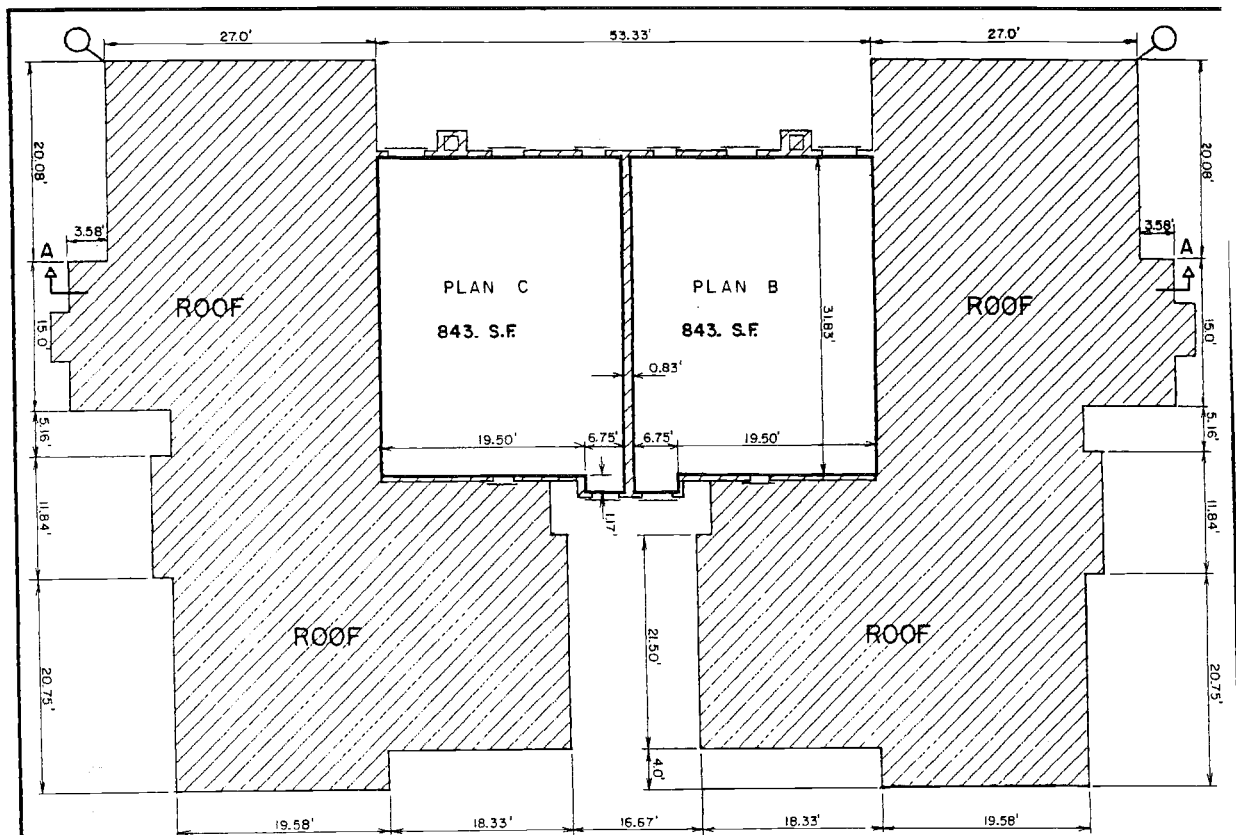
FIREPLACE, COMBUSTION CHAMBER, LIMITED COMMON ELEMENT.

NOTE-ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.

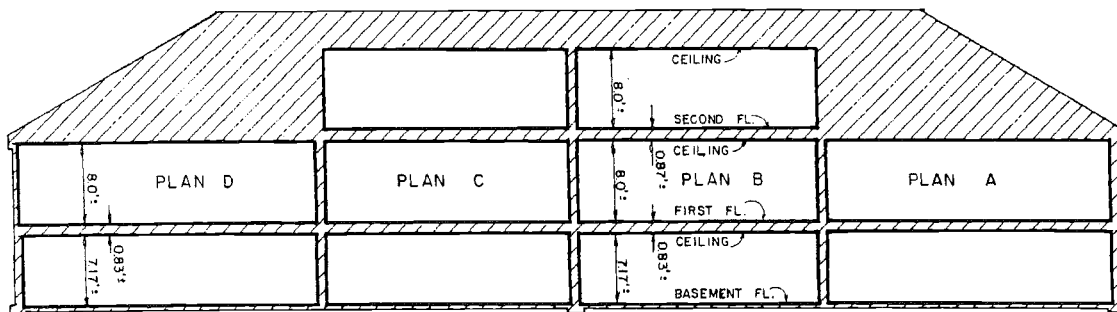
-ALL EXTERIOR BASEMENT WALLS ARE 0.83'

-ALL EXTERIOR FIRST FLOOR WALLS ARE 0.75'

UNLESS OTHERWISE NOTED.



SECOND FLOOR PLAN BUILDINGS 18,19,27,34,31,39.



CROSS SECTION A-A BUILDINGS 18,19,27,34 31,39.

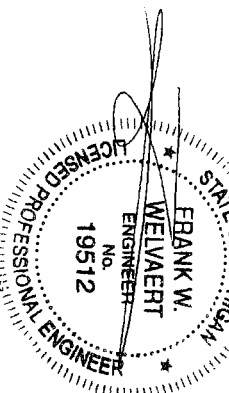
HERITAGE PLACE  
WEST II CONDOMINIUM

SCALE: 3/8" = 1'-0"

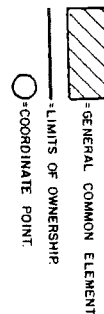
AS BUILT SEPT. 28, 2024  
CP-01-198  
WCS ASSOCIATES INC.  
41120 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48314

NOTE  
DATE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS  
ARE DESCRIBED ACCORDING TO THE ORIGINAL BUILDING PLANS  
USED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS  
HAVE NOT BEEN PHYSICALLY INSPECTED.

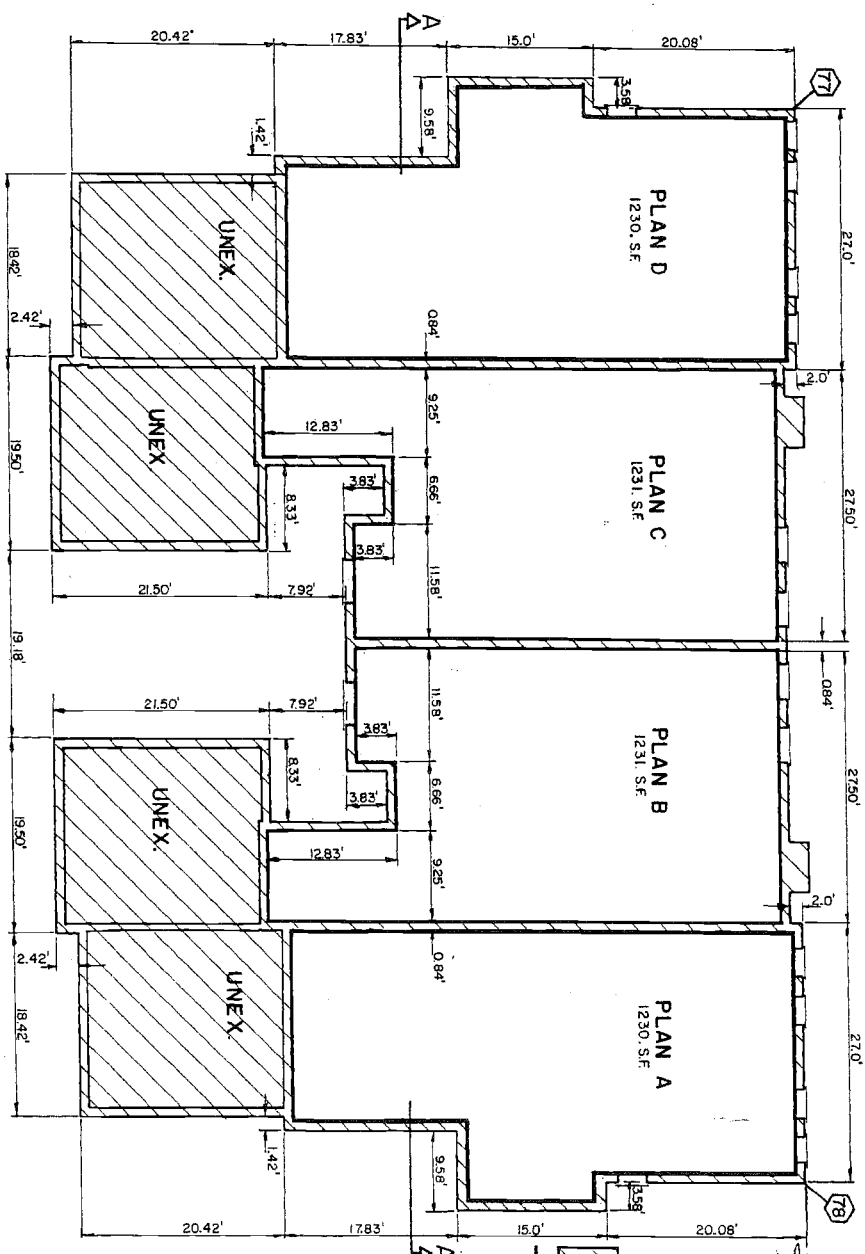
SCHEDULE OF UNIT NUMBERS	PLAN D	PLAN C	PLAN B	PLAN A
BUILDING NUMBER				
18	69	71	72	72
19	73	74	75	76
27	109	106	107	108
34	133	134	135	136
31	124	123	122	121
39	156	155	154	153



NOTE: ALL WALLS, FLOORS AND CEILINGS  
ARE AT RIGHT ANGLES TO EACH OTHER  
ARE 042'  
\* ALL EXTERIOR SECOND FLOOR WALLS  
\* FIRST FLOOR ELEVATION FOR BUILDINGS  
18 AND 19 = 618.00 U.S.G.S. DATA.  
\* FIRST FLOOR ELEVATION FOR BUILDINGS  
27 AND 31 = 618.00 U.S.G.S. DATA.  
\* BUILDINGS 34, 31, 39 = FIRST FL. ELEV.  
618.00 U.S.G.S. DATA.



# BASEMENT PLAN BUILDING 23,30,37.

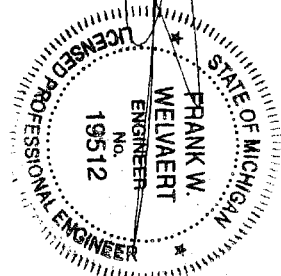


SCHEDULE OF UNIT NUMBERS

BLDG. NO.	UNIT NO.	PLAN A	PLAN B	PLAN C	PLAN D
23	89	90	91	92	93
30	117	118	119	120	121
37	145	146	147	148	149

NOTE: THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE DESCRIBED ACCORDING TO THE GENERAL EXISTING PLANS HAVE NOT BEEN PHYSICALLY MEASURED.

NOTE: ALL EXTERIOR WALLS ARE AT RIGHT ANGLES TO EACH OTHER. ALL EXTERIOR WINDOWS ARE LIMITED COMMON ELEMENT.

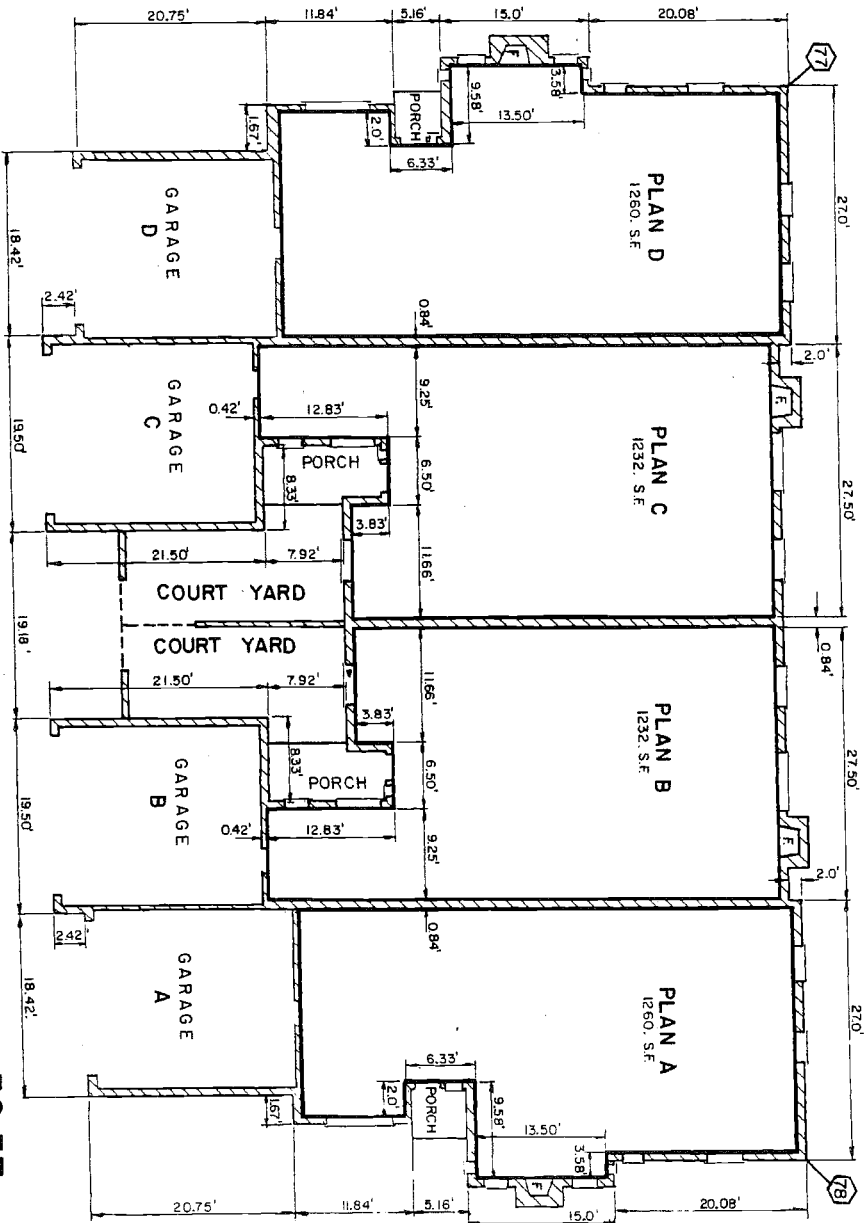


HERITAGE PLACE  
WEST II CONDOMINIUM  
SCALE: 3/8"=1'-0"

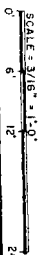
AS BUILT SEPT. 28, 2004  
CP-01-108

URS ASSOCIATES, INC.  
4050 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48314

# FIRST FLOOR PLAN BUILDING 23,30,37.



HERITAGE PLACE  
WEST II CONDOMINIUM



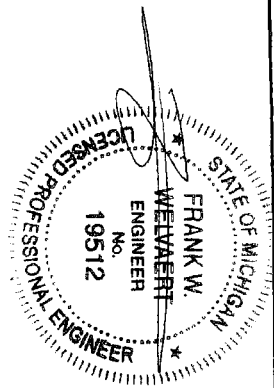
AS BUILT SEPT. 28, 2008  
CP-01-198

WCS ASSOCIATES INC.  
4050 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48304  
SHEET 7A

SCHEDULE OF UNIT NUMBERS				
BLDG NO.	UNIT NO.	PLAN A	PLAN B	PLAN C
23	89	90	91	92
30	117	118	119	120
37	145	146	147	148

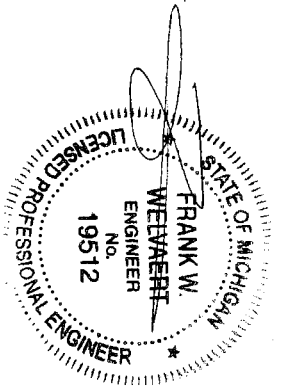
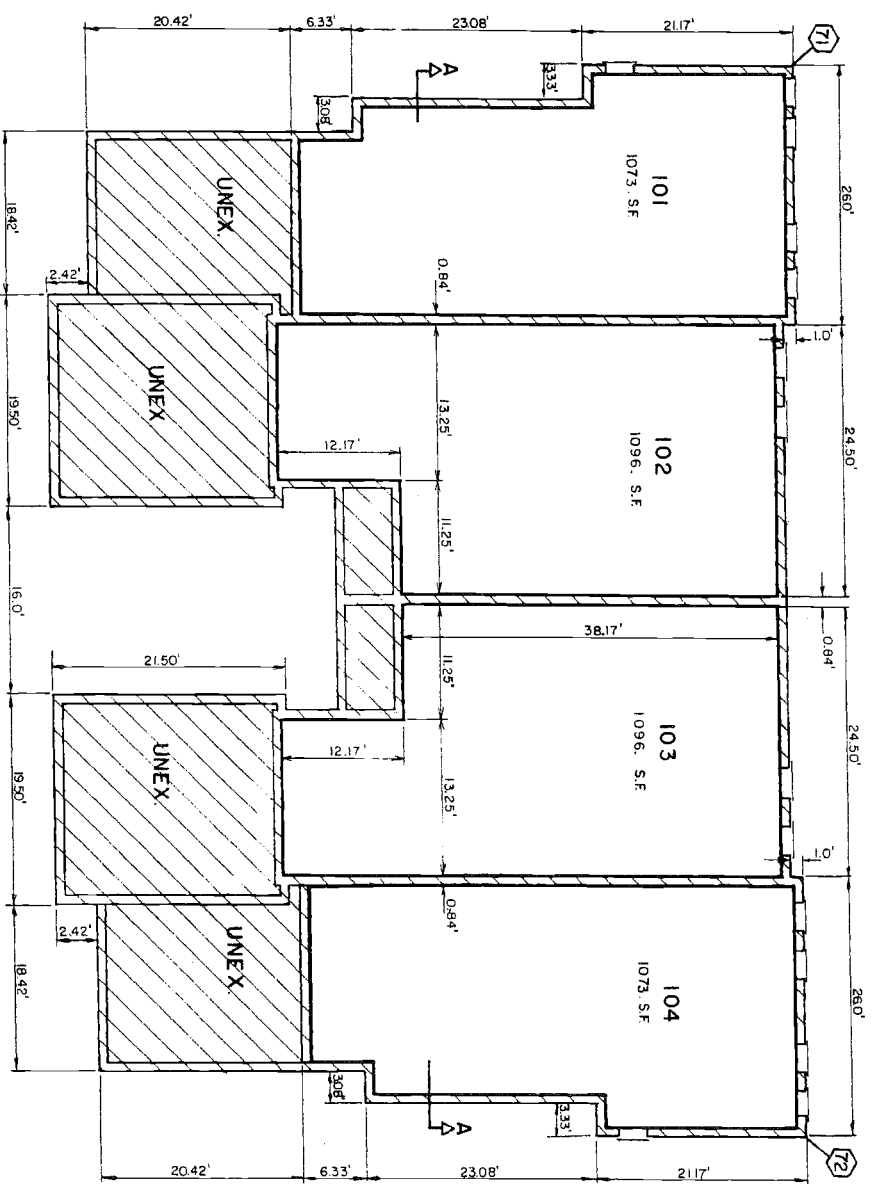
NOTE: THE LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE RECORDED ACCORDING TO THE ORIGINAL BUILDING PLANS USED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.

- \*LIMITS OF OWNERSHIP
- \*GENERAL COMMON ELEMENT
- \*COORDINATE POINT
- NOTE: ALL WALLS ARE AT RIGHT ANGLES TO EACH OTHER.
- \*ALL EXTERIOR FIRST FLOOR WALLS ARE 075"
- \*GARAGE, PORCH AND COURT YARD ARE LIMITED COMMON ELEMENT
- \*FIRE PLACE COMBUSTION CHAMBER LIMITED COMMON ELEMENT
- \*ALL EXTERIOR DOORS AND WINDOWS ARE LIMITED COMMON ELEMENT
- \*COURT YARD, LIMITED COMMON ELEMENT





# BASEMENT PLAN BUILDING 26



NOTE: ALL EXTERIOR WALLS ARE AT RIGHT ANGLES TO EACH OTHER.  
 ALL EXTERIOR BASEMENT WALLS ARE 0.83'  
 ALL EXTERIOR WINDOWS ARE LIMITED COMMON ELEMENT.

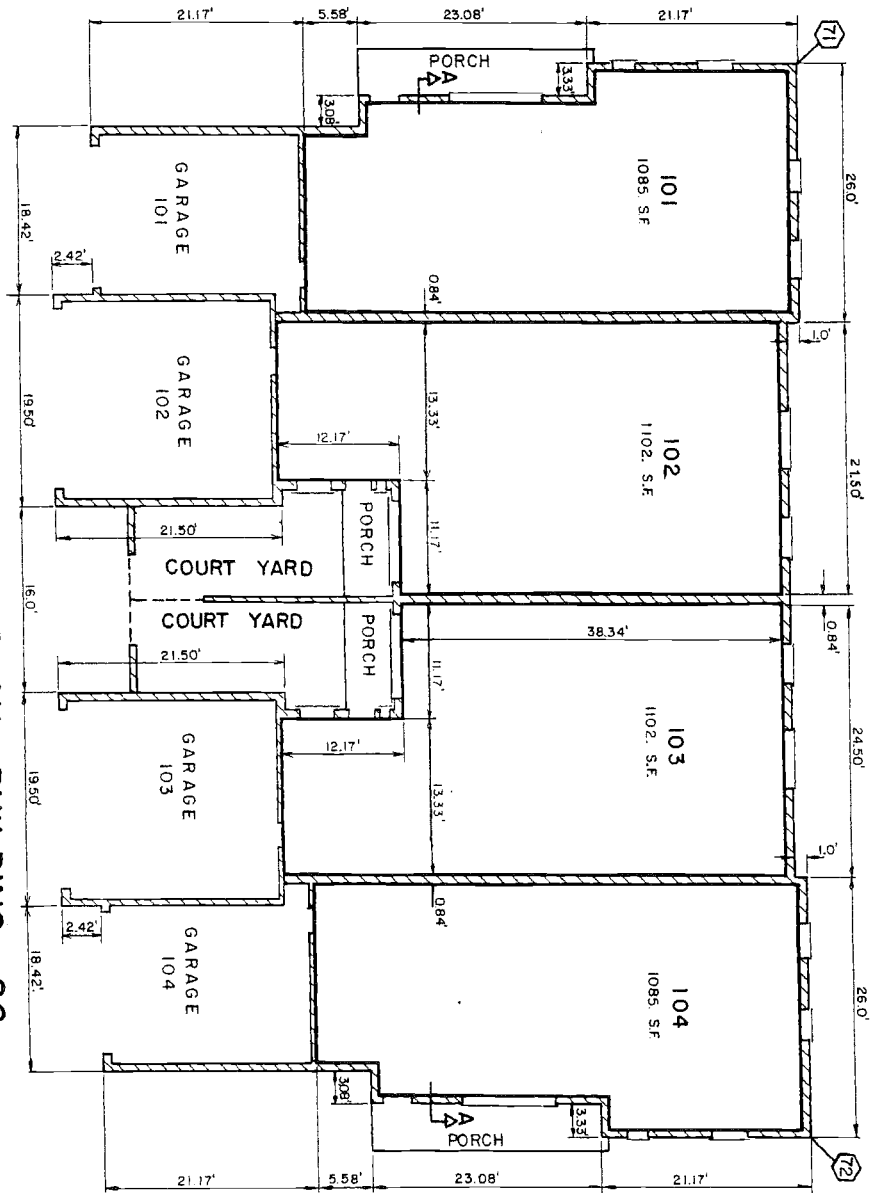
NOTE: THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE BASED ON THE RECORD PLANS AND RECORD SURVEYING USED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.

HERITAGE PLACE  
 WEST II CONDOMINIUM  
 SCALE: 3/16" = 1'-0"

AS BUILT SEPT. 28, 2008  
 CP-01-198

MCA ASSOCIATES, INC.  
 4000 KENNEDY PARK DR. SUITE 102  
 STERLING HEIGHTS, MICHIGAN 48304

# FIRST FLOOR PLAN BUILDING 26



HERITAGE PLACE  
WEST II CONDOMINIUM

SCALE: 3/16" = 1'-0"

AS BUILT SEPT. 28, 2001  
CP-01-198

WES ASSOCIATES INC.  
4150 TECHNOLOGY PARK DR. SUITE 102  
STERLING HEIGHTS, MICHIGAN 48309

NOTE:  
THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS  
ARE DESCRIBED ACCORDING TO THE GENERAL SURVEY AND IMPROVEMENTS  
HAVE NOT BEEN PHYSICALLY MEASURED.

\*ALL EXTERIOR DOORS AND WINDOWS  
ARE LIMITED COMMON ELEMENT.

\*COURT YARD, LIMITED COMMON ELEMENT.

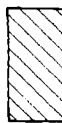
\*GARAGE, PORCH AND COURT YARD ARE  
LIMITED COMMON ELEMENT.

\*ALL EXTERIOR FIRST FLOOR WALLS  
ARE 075'

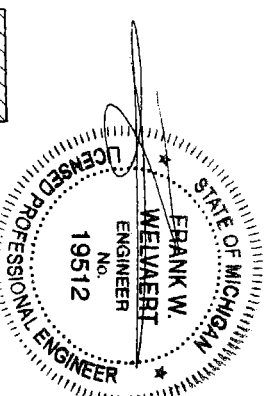
NOTE: ALL WALLS ARE AT RIGHT ANGLES TO  
EACH OTHER.

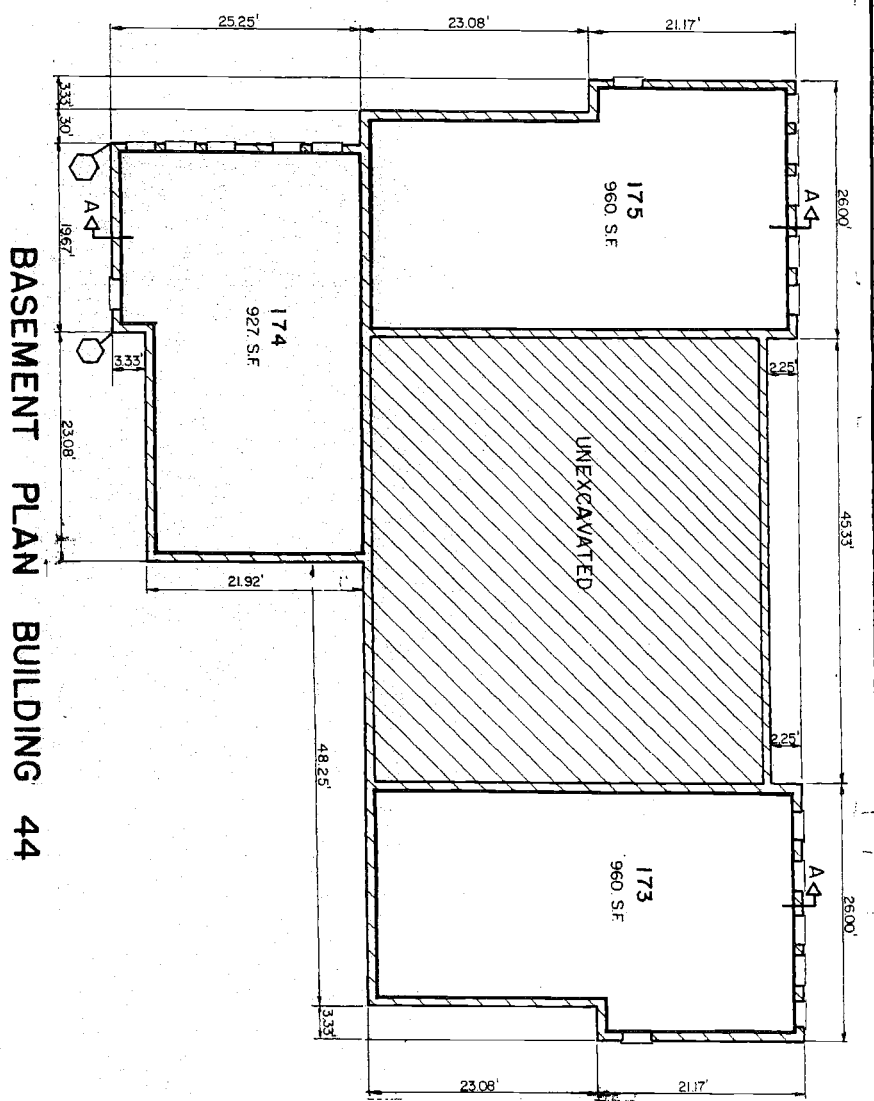
= COORDINATE POINT

= LIMITS OF OWNERSHIP



= GENERAL COMMON ELEMENT

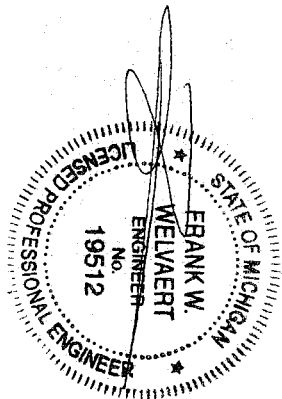




BASMENT PLAN BUILDING 44

NOTE: ALL EXTERIOR AND INTERIOR BASEMENT WALLS ARE 083" THICK.  
ALL EXTERIOR WINDOWS ARE GENERAL COMMON ELEMENT.

NOTE: THE SIZE AND LOCATION OF ALL BUILDINGS AND IMPROVEMENTS ARE SHOWN ACCORDING TO THE ORIGINAL BUILDING PLANS USED BY THE DEVELOPER. THE BUILDINGS AND IMPROVEMENTS HAVE NOT BEEN PHYSICALLY MEASURED.



HERITAGE PLACE  
WEST II CONDOMINIUM  
SCALE: 3/16" = 1'-0"

WCS ASSOCIATES, INC.  
1000 HERITAGE PLACE, SUITE 102  
STERLING HEIGHTS, MICHIGAN 48310

AS BUILT SEPT. 28, 2000  
CP-01-198