

This is to certify that according to the County Treasurer's records there are no tax liens on this property and that the taxes are paid for five years prior to the date on this instrument except 20____ No 96300 TED B. WAHBY
Macomb County Treasurer BY mek
This certification does not include current taxes now being collected. Date 9-21-05



09/21/2005 02:01:05 P.M.
MACOMB COUNTY, MI SEAL
CARMELLA SABAUGH, REGISTER OF DEEDS

**MASTER DEED
THE RESERVE AT HERITAGE VILLAGE**

This Master Deed is made and executed on this 12TH day of SEPTEMBER, 2005, by Heritage Village Single Family, Inc., a Michigan corporation, hereinafter referred to as "Developer", whose address is 28470 Thirteen Mile Road, Suite 220, Farmington Hills, Michigan 48334, 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".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish The Reserve at Heritage Village as a Condominium Project under the Act and does declare that The Reserve at Heritage Village (hereinafter referred to as the "Condominium", Project" or the "Condominium Project") shall, after such establishment, 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 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:

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ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as The Reserve at Heritage Village, Macomb County Condominium Subdivision Plan No. 943. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or 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 designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

A parcel of land being part of the Southeast 1/4 of Section 8, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, and including Lots 2 through 6, inclusive, of Supervisor's Plat of Juip Farm, as recorded in Liber 21, Page 33, of Macomb County Records, further described as: Commencing at the South 1/4 Corner of said Section 8; thence N00°31'24"W 60.00 along the North-South 1/4 Line of said Section 8 feet for a PLACE OF BEGINNING; thence along said North-South 1/4 Line the following three courses: N00°31'24"W (recorded as N00°07'40"E) 1269.86 feet along the East Line of said Cumberland Subdivision No. 2, N00°41'15"W 665.03 feet (recorded as N00°03'00"W 664.92 feet) along the East Line of said Cumberland Subdivision No. 2 and N00°10'32"W 33.55 feet; thence N89°49'28"E 50.00 feet; thence N35°36'39"E 227.08 feet; thence S53°38'17"E 120.01 feet; thence S54°23'21"E 146.00 feet; thence S35°36'39"W 93.53 feet; thence S10°54'47"W 118.74 feet; thence S00°28'46"E 676.14 feet; thence N89°22'10"E 452.71 feet; thence 30.67 feet along the arc of a 217.00 foot radius circular curve to the left, chord bearing S03°25'05"W 30.64 feet; thence S00°37'50"E 375.75 feet; thence N89°28'48"E 36.55 feet to the Southwest Corner of Lot 10 of said Supervisor's Plat of Juip Farm; thence S00°16'28"E 240.00 feet along the West Line of Lots 7 through 9 of said Supervisor's Plat of Juip Farm to the Northwest Corner of said Lot 6; thence N89°28'48"E 235.00 feet along the North Line of said Lot 6 to the Westerly Right-of-Way Line of Panama Avenue (30 feet wide); thence S00°15'16"E 240.00 feet along said Right-of-Way Line to the Southeast Corner of said Lot 4; thence S89°32'07"W 78.00 feet along the South Line of said Lot 4 to the Northeast Corner of said Lot 2; thence S00°14'51"E 240.00 feet along the East Line of said Lot 2 to the Northerly Right-of-Way Line of Twelve Mile Road (variable width); thence S89°28'48"W 958.42 feet along said Northerly Right-of-Way Line to the Place of Beginning,

containing 29.60 acres of land, more or less, subject to easements, exceptions, conditions and requirements, if any, and

A parcel of land being part of the Northeast 1/4 of Section 8, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, further described as: Commencing at the North 1/4 Corner of said Section 8; thence N89°44'30"E 115.18 feet along the North Line of said Section 8; thence S00°23'40"E (recorded as S00°23'24"E) 60.00 feet to the Northeast Corner of Hesse-Brown Sub. No. 2, as recorded in Liber 53, Page 36, of Macomb County Records and to the Southerly Right-of-Way Line of Thirteen Mile Road (variable width) for a PLACE OF BEGINNING; thence N89°44'30"E 1116.32 feet along said Southerly Right-of-Way Line; thence S00°30'11"E 542.40 feet; thence 40.33 feet along the arc of a 283.00 foot radius circular curve to the left, chord bearing S04°35'09"E 40.30 feet; thence S89°46'15"W 790.62 feet; thence S00°23'40"E 937.35 feet; thence S16°10'00"E 64.35 feet; thence S35°40'52"E 58.22 feet; thence S54°19'08"W 277.58 feet; thence S89°36'20"W 154.22 feet to the East line of said Hesse Brown Sub. No 2; thence N00°23'40"W 1790.11 feet (recorded as N00°23'24"W) along said East Line to the Place of Beginning, containing 23.89 acres of land, more or less, subject to easements, exceptions, conditions and requirements, if any.

Excepting therefrom any portion deeded, taken or used for public road purposes, and subject to all easements and restrictions of record and all governmental limitations.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this 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 and rules and regulations of The Reserve at Heritage Village Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in The Reserve at Heritage Village as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. **Act.** The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. **Association.** "Association" means The Reserve at Heritage Village Association 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.

Section 3. **Bylaws.** "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the

substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. **Common Elements.** "Common Elements", where used without modification, means both the General and Limited Common Elements, if any, described in Article IV hereof.

Section 5. **Condominium Documents.** "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. **Condominium Premises.** "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Reserve at Heritage Village as described above.

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means The Reserve at Heritage Village, a Condominium Project established in conformity with the provisions of the Act.

Section 8. **Condominium Subdivision Plan.** "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. **Co-owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a Land Contract Vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 10. **Development and Sales Period.** "Development and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale.

Section 11. **Developer.** "Developer" means Heritage Village Single Family, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. **First Annual Meeting.** "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

Section 13. **Transitional Control Date.** "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceeds the votes which may be cast by the Developer.

Section 14. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean a single Unit in The Reserve at Heritage Village as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

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:

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

(a) **Land.** The land described in Article II hereof, and excluding the portion of the land described in Article V, Section 1 below and in the Condominium Subdivision Plan as constituting the Condominium Units.

(b) **Electrical.** The electrical transmission mains throughout the Project, up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.

(c) **Telephone.** The telephone system throughout the Project up to the point of lateral connection for Unit service.

(d) **Gas.** The gas mains throughout the Project up to the point of lateral connection for Unit service.

(e) **Water.** The water mains throughout the Project up to the point of lateral

connection for Unit service.

(f) **Sanitary Sewer.** The sanitary sewer mains throughout the Project up to the point of lateral connection for Unit service.

(g) **Storm Sewers.** Any storm sewer system which may ultimately be installed in the Condominium and the easements within which the same are located.

(h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to the point of lateral connection for Unit service.

(i) **Roads.** All internal roads shown on Exhibit B hereto as General Common Elements.

(j) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements, if any, which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Section 2. **Responsibilities.** The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Co-owner Responsibilities.**

(i) **Units.** The responsibility for and the costs of maintenance, decoration, repair and replacement of each Unit (including the dwelling and any improvements located thereon) shall be borne by the Co-owner of such Unit; provided, however, that the exterior appearance of such Units, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association based on reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations. Each Co-owner shall be responsible for the landscaping and continued maintenance of any area located between Unit and road. Each Co-owner shall be responsible for the landscaping and continued maintenance of any area located between Unit and paved road located adjacent to the Unit.

(ii) **Utility Services.** All costs of water, sanitary sewer, electricity, natural gas, cable television, telephone, sanitary sewer (if any) and any other utility services shall be borne by the Co-owner of the Unit to which such services are furnished. All utility laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority and the Association shall have no responsibility therefor.

(b) **Association Responsibilities.** The Costs of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provisions of the

Master Declaration described in Article X hereof and Bylaws expressly to the contrary. The Association shall not be responsible for performing any maintenance, any repair or replacement with respect to residences and their appurtenances located within the Condominium Units.

Section 3. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that telephone, electric, water, sanitary sewer and natural gas mains (but not cable television transmission lines) are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of such utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 4. Use of Units and Common Elements. 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

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Reserve at Heritage Village and attached hereto as Exhibit B. Each Unit shall consist of the land located within Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

Section 2. Percentage of Value. The percentages of value were computed on the basis of comparative characteristics of the Units and concluding that there are not material differences among them insofar as the allocation of the Percentages of Value is concerned. The total value of the Project is precisely 100%. The percentage of value assigned to each Unit shall be determinative of each 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 meetings of the Association of Co-owners.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 1. **Right to Contract.** As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 205 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II hereof (the "Contractible Area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than 6 years from the date of recording this original Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 2. There is no obligation on the part of the Developer to withdraw from the Condominium Project any of the Contractible Area, or any portion thereof, nor is there any obligation to withdraw the Contractible Area in any particular order.

Section 2. **Withdrawal of Land.** In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II (as it may be amended) as such Contractible Area, or any portion or portions thereof, is (or are) described above. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal, but within a period ending no later than 6 years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 3. **Creation of Easements.** In the event of any such contraction the Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II, or any portion thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress or egress to and from all or any portion of the Condominium project as so contracted. Likewise, to the extent that any General Commons Elements are withdrawn from the Condominium, the Developer shall cause any necessary, non-exclusive easements to be created over such withdrawn General Common Elements for the benefit of the Units which remain in the Condominium Project.

Section 4. **Amendment of Master Deed.** Such contraction in size of this Condominium Project or subsequent expansion shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of the Developer. Such readjustments,

however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 5. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Condominium Project as so contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways and sidewalks located in the Project.

Section 6. Consent of Interested Parties. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by Developer to effectuate the foregoing and to any proportions reallocation of percentages of value of Units which Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas for Modification of Units and Common Elements. All Units and all General Common Elements in the Project are Convertible Areas within which the individual Units and General Common Elements may be modified as provided herein.

Section 2. Developer's Right to Modify Units. Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to modify the size, design, location or other physical attributes of individual Units and General Common Elements within Convertible Areas.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Section 4. Amendment of Master Deed. Modifications within this Condominium Project

shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with such amendment, Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Utilities. There shall be easements to, through and over the Condominium Project for the continuing maintenance and repair of all utilities in the Condominium.

Section 2. Easements and Rights Retained by Developer.

(a) **Roadway Easements.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be withdrawn from the Condominium Project under Article VI hereof, or any portion or portions thereof, an easement for the unrestricted use of all private roads and walkways which may hereinafter be included in the Condominium for the purpose of ingress and egress to and from all or any portion of the Parcel which may be withdrawn from the Condominium Project Article VI hereof. All expenses of maintenance, repair, replacement and resurfacing of any private road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land which may be withdrawn from the Condominium Project under Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for

payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land which may be withdrawn from the Condominium Project under Article VI whose closest means of access to a public road is over such road.

(b) **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be withdrawn from the Condominium Project under Article VII hereof (including any other contiguous land the Developer hereinafter acquires) or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm retention areas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

(c) **Sign Easements.** Developer reserves for the benefit of itself, its successors and assigns, a easement to construct and maintain on the Project entrance a sign advertising the Developer's new location. Developer also reserves an easement over the Project entrance for the purpose of maintaining a sign advertising the future development of the Project.

(d) **Model Easements.** The Developer reserves right to at all times use the model Units in the Condominium Project to market other projects developed by the Developer, its successors and assigns.

(e) **Utility Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Macomb County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing grant of easement or transfer of title,

(f) **Road Dedication.** The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Condominium Project. All such right-of-way areas shall be contractible areas which may be withdrawn from the project at the discretion of the Developer. Any such right-of-way

dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B thereto, recorded in the Macomb County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication..

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-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 or for the benefit of any other land described in Article VI hereof; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the 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 maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance.

ARTICLE IX

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master

Deed.

Section 1. **By Developer.** Developer reserves the sole right during the Development and Sale Period and without the consent of any other Co-owner or any mortgagee of any Unit to:

(a) **Subdivide Units; Consolidation of Units; Relocation of Boundaries.** Subdivide or re-subdivide any Unit which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between adjoining Units. Such subdivision or re-subdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by the Developer, its successors or assigns.

(b) **Amendments to Effectuate Modification.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision shall be separately identified by number and the percentage of value for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the new Condominium Units resulting in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed; provided, however, the percentage of value for all Units in the Project shall remain equal. Such amendment or amendments to the Master Deed shall also contain such further definitions of General Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purposes of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

ARTICLE X

HERITAGE VILLAGE MASTER COMMUNITY

Section 1. **Heritage Village Master Community.** The Reserve at Heritage Village is part of the Heritage Village Master Community. When complete, the entire community may consist of a number of separate condominium projects, or other forms of approved development, all in addition to The Reserve at Heritage Village. In order to provide a framework for the coordinated development of the entire Heritage Village Master Community, and for the joint use, maintenance and support of designated portions thereof, a certain Declaration of Easements, Covenants, Conditions and

Restrictions for the Heritage Village Master Community (the "Master Declaration") has been recorded in Liber 16610, Page 494, Macomb County Records, as the same may be hereinafter amended. Such Declaration is incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project. The Master Declaration confers certain benefits and imposes certain obligations upon the Co-owners and the Project, including, without limitation, the non-exclusive right to use and the obligation to share in the cost of maintenance and support of the Community Areas designated as such from time to time in accordance with the Master Declaration. All assessments levied against the Co-owners and their Units pursuant to such Master Declaration shall be equal and shall not be apportioned among the Co-owners in accordance with the percentages of value assigned to the Units owned by them.

Section 2. Community Area Easements. The Developer shall have the right to grant easements over or with respect to the General Common Elements of the Condominium or to designate any General Common Element as a Community Area as may be necessary or desirable in furtherance of development, community usage, coordinated maintenance and operation of the Heritage Village Master Community and to confer responsibilities and jurisdiction for administration and maintenance of such easements upon the administrator of the Heritage Village Master Community.

Section 3. Planned Unit Development Agreement. The entire Heritage Village Community is subject to a certain Planned Unit Development Agreement with the City of Warren as recorded in Liber 16450, Page 220, Macomb County Records.

ARTICLE XI

AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners except as hereinafter set forth:

Section 1. Co-owner Consent. No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements, if any, or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. **By Developer.** Prior to 1 year after expiration of the Development and Sales Period, 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, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Master Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. **Change in Value of Vote, Maintenance Fee and Percentages of Value.** 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 Bylaws and except as provided in Article VII and Article VII hereof.

Section 4. **Mortgagee Approval.** Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Master Association of Co-owners, to amend this Master Deed and the Condominium Documents without approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

Section 5. **Termination, Vacation, Revocation or Abandonment.** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

Section 6. **Developer Approval.** During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium

Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Macomb County Register of Deeds.

HERITAGE VILLAGE SINGLE FAMILY,
INC., a Michigan corporation

By: Gary Sakwa, Authorized Representative

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

The foregoing instrument was acknowledged before me this 12th day of September, 2005, by Gary Sakwa, Authorized Representative, of Heritage Village Single Family, Inc., a Michigan corporation, on behalf it.

Joyce L. Pikulas
Joyce L. Pikulas Notary Public
Acting in Oakland County, Michigan
My Commission Expires: 2-11-2007
acting in the County of Oakland
JOYCE L. PIKULAS
NOTARY PUBLIC OAKLAND CO, MI
MY COMMISSION EXPIRES Feb 11, 2007

Master Deed drafted by:
Mark J. Abdo, Attorney at Law
42550 Garfield Road, Suite 104A
Clinton Township, Michigan 48038
When recorded, return to drafter

MACOMB COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 943

EXHIBIT B TO THE
MASTER DEED OF

THE RESERVE AT HERITAGE VILLAGE

A CONDOMINIUM IN
CITY OF WARREN
MACOMB COUNTY, MICHIGAN

DEVELOPER
HERITAGE VILLAGE SINGLE FAMILY, INC.
28470 WEST THIRTEEN MILE ROAD, SUITE 220
FARMINGTON HILLS, MICHIGAN 48334

ENGINEER AND SURVEYOR
ATWELL-HICKS
50182 SCHOENHERR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315
PHONE (586) 786-9800

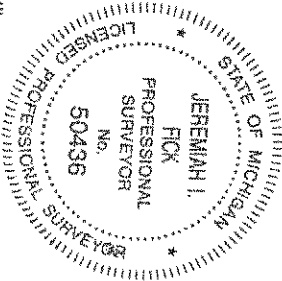
LEGAL DESCRIPTION

A parcel of land being part of the Southeast 1/4 of Section 8, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, and including Lots 2 through 6, inclusive, of Supervisor's Plot of AJP Form, as recorded in Liber 21, Page 33, of Macomb County Records, further described as: Commencing at the South 1/4 Corner of said Section 8, thence N00°31'24"W 60.00 feet along the North-South 1/4 Line of said North-South 1/4 Line the following three courses: N00°31'24"W (recorded as N00°07'40"E) 1269.86 feet along the East Line of said Cumberland Subdivision No. 2, N00°41'15"W 655.03 feet (recorded as N00°03'00"W 664.92 feet) along the East Line of said Cumberland Subdivision No. 2 and N00°10'32"W 33.55 feet; thence N89°49'28"E 50.00 feet; thence N35°36'39"E 227.08 feet; thence S53°38'17"E 120.01 feet; thence S54°23'21"E 146.00 feet; thence S53°38'17"E 93.53 feet; thence S10°54'47"W 116.74 feet; thence S00°28'46"E 676.14 feet; thence N89°22'10"E 432.71 feet; thence S00°28'46"E bearing S03°25'05"W 30.64 feet, thence S00°37'50"E 375.75 feet; thence N89°28'48"E 36.55 feet; thence S00°37'50"E 375.75 feet; thence S00°15'16"E 240.00 feet along said Right-of-Way Line to the Southeast Corner of said Lot 4; thence S89°32'07"W 78.00 feet along the South Line of said Lot 4 to the Northeast Corner of said Lot 2; thence S00°14'51"E 240.00 feet along the East Line of said Lot 2 to the North-South 1/4 Line of said Section 8; thence S89°28'48"E 958.42 feet along said North-South 1/4 Line to the Place of Beginning, containing 28.60 acres of land, more or less, subject to easements, exceptions, conditions and requirements, if any, and

A parcel of land being part of the Northeast 1/4 of Section 8, Town 1 North, Range 12 East, City of Warren, Macomb County, Michigan, further described as: Commencing at the North 1/4 Corner of said Section 8; thence N89°44'30"E 115.16 feet along the North Line of said Section 8; thence S00°23'40"E (recorded as S00°23'24"E) 60.00 feet to the Northeast Corner of Hesse-Brown Sub. No. 2, as recorded in Liber 53, Page 36, of Macomb County Records and to the Southeastly Right-of-Way Line of Thirteen Mile Road (variable width) for a PLACE OF BEGINNING; thence N89°44'30"E 116.52 feet along said Southerly Right-of-Way Line; thence S00°30'11"E 542.40 feet; thence 40.33 feet along the arc of a 263.00 foot radius circular curve to the left, chord bearing S04°35'09"E 40.30 feet; thence S89°46'15"W 790.62 feet; thence S00°23'40"E 937.35 feet; thence S54°19'08"E 64.35 feet; thence S35°40'52"E 58.22 feet; thence S54°19'08"E 277.58 feet; thence S89°36'20"W 154.22 feet to the East line of said Hesse-Brown Sub. No. 2; thence N00°23'40"W 1790.11 feet (recorded as N00°23'24"W) along said East Line to the Place of Beginning, containing 23.89 acres of land, more or less, subject to easements, exceptions, conditions and requirements, if any.

SHEET INDEX

SHEET NO.	TITLE AND DESCRIPTION
1	COMPOSITE SURVEY PLAN
2	EASEMENT PLAN
3	EASEMENT PLAN
4	EASEMENT PLAN
5	EASEMENT PLAN
6	EASEMENT PLAN
7	EASEMENT PLAN
8	SITE PLAN
9	SITE PLAN
10	SITE PLAN
11	SITE PLAN
12	SITE PLAN
13	COORDINATE LIST
14	UTILITY PLAN
15	UTILITY PLAN
16	UTILITY PLAN
17	UTILITY PLAN
18	UTILITY PLAN
19	COMMUNITY AREA PLAN

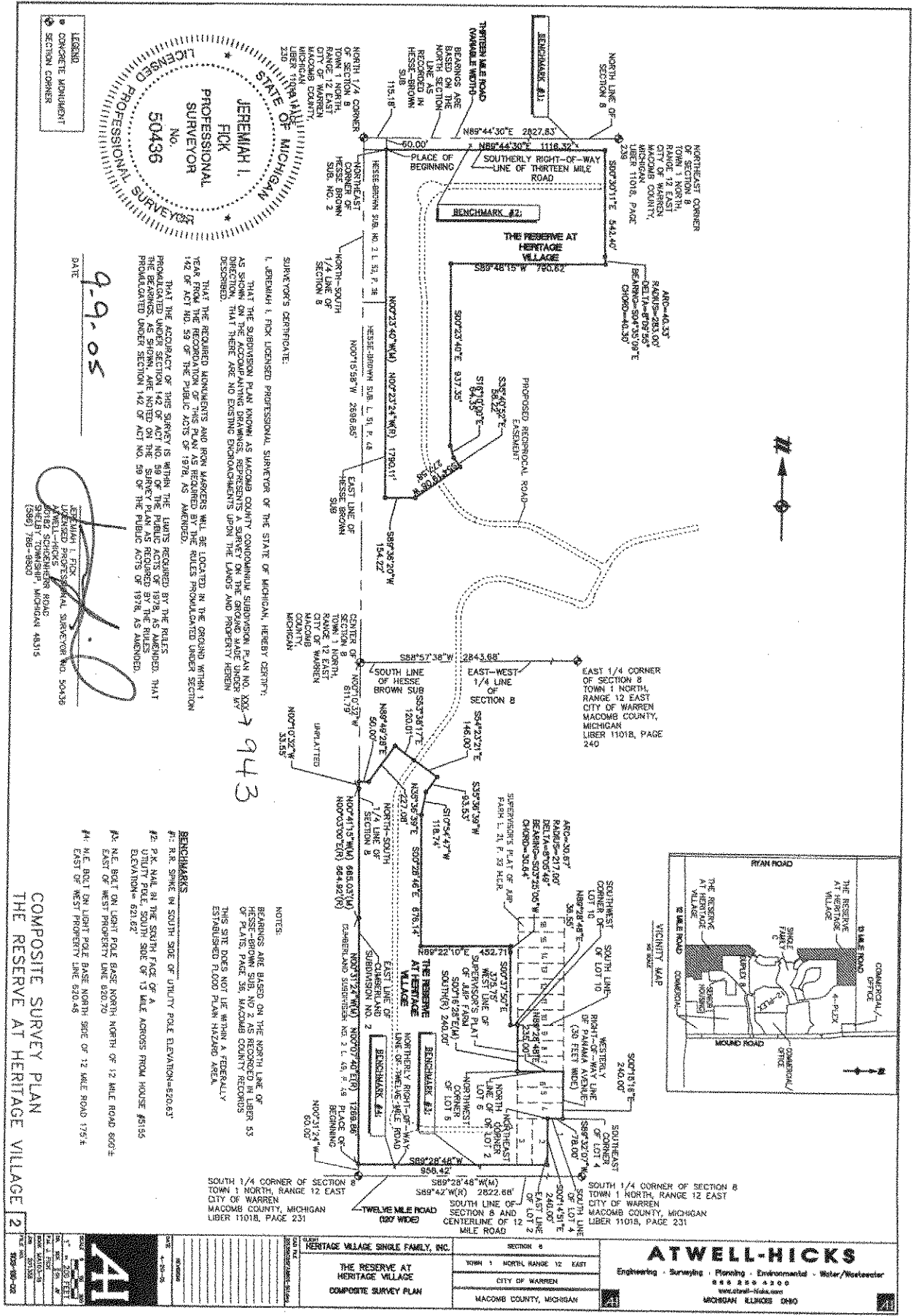


PROPOSED DATED - JUNE 30, 2005

JEREMIAH I. FICK
REGISTERED PROFESSIONAL SURVEYOR NO. 50436
ATWELL-HICKS
50182 SCHOENHERR ROAD
SHELBY TOWNSHIP, MICHIGAN 48315
(586) 786-9800

TITLE AND DESCRIPTION
THE RESERVE AT HERITAGE VILLAGE

ATWELL-HICKS Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 880 4200 www.atwell-hicks.com MICHIGAN LICENSED PROFESSIONAL SURVEYOR	SECTION 8 TOWN 1 NORTH RANGE 12 EAST CITY OF WARREN MACOMB COUNTY, MICHIGAN	HERITAGE VILLAGE SINGLE FAMILY, INC. THE RESERVE AT HERITAGE VILLAGE TITLE AND DESCRIPTION
	SHEET NO. 1 TOTAL SHEETS 19	
	DATE: 6/30/05 BY: JIF CHECKED: JIF	



LEGEND
 CONCRETE MONUMENT
 SECTION CORNER

STATE OF MICHIGAN
 JEREMIAH I. FICK
 PROFESSIONAL SURVEYOR
 No. 50436
 LICENSED PROFESSIONAL SURVEYOR

DATE
 9-9-05

JEREMIAH I. FICK
 LICENSED PROFESSIONAL SURVEYOR No. 50436
 2800 S. SCHOENBERGER ROAD
 TROY, MICHIGAN 48063
 (313) 785-8800

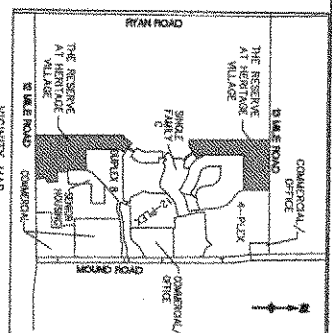
SURVEYOR'S CERTIFICATE:
 I, JEREMIAH I. FICK, LICENSED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
 THAT THE SUBDIVISION PLAN KNOWN AS MACOMB COUNTY CONDOMINIUM SUBDIVISION, P.L. NO. 000-79433, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY PERSONAL SUPERVISION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE LOCATED IN THE GROUND WITHIN 1 YEAR FROM THE RECORDATION OF THIS PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.
 THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

943

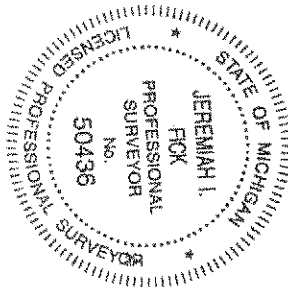
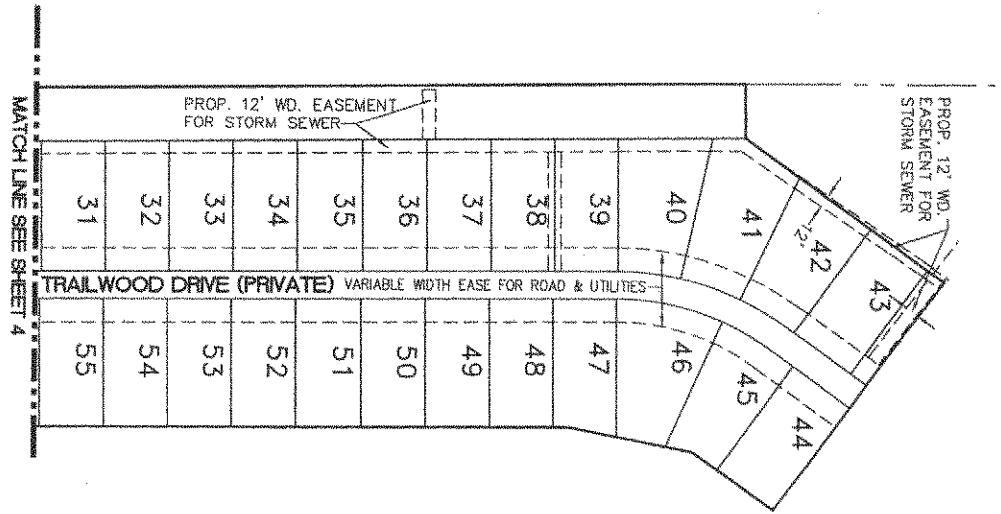
NOTES:
 BEARINGS ARE BASED ON THE NORTH LINE OF HESSE-BROWN SUB. NO. 2 AS RECORDED IN LIBER 53 OF PLATE, PAGE 38, MACOMB COUNTY RECORDS.
 THIS SITE DOES NOT LIE WITHIN A GENERALLY ESTABLISHED FLOOD PLAIN HAZARD AREA.

BENCHMARKS
 #1: R.R. SINK IN SOUTH SIDE OF UTILITY POLE ELEVATION=820.63'
 #2: P.K. NAIL IN THE SOUTH FACE OF A UTILITY POLE SOUTH SIDE OF 13 MILE ACROSS FROM HOUSE #5155 ELEVATION= 621.62'
 #3: N.E. SIGHT ON LIGHT POLE BASE NORTH NORTH OF 12 MILE ROAD 6007± EAST OF WEST PROPERTY LINE 820.70'
 #4: N.E. SIGHT ON LIGHT POLE BASE NORTH SIDE OF 12 MILE ROAD 179± EAST OF WEST PROPERTY LINE 820.46'

COMPOSITE SURVEY PLAN
 THE RESERVE AT HERITAGE VILLAGE

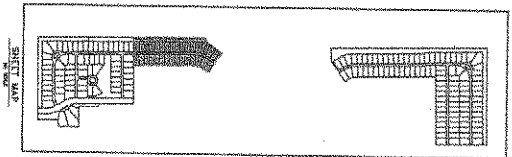


ATWELL-HICKS Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 220 4200 www.atwell-hicks.com 10000 ELMWOOD DRIVE MACOMB COUNTY, MICHIGAN 48063	
CLIENT: HERITAGE VILLAGE SINGLE FAMILY, INC. PROJECT: THE RESERVE AT HERITAGE VILLAGE COMPOSITE SURVEY PLAN	SECTION 8 TOWN 1 NORTH, RANGE 12 EAST CITY OF WARREN MACOMB COUNTY, MICHIGAN



PROPOSED DATED - JUNE 30, 2003
JEREMIAH I. FICK
LICENSED PROFESSIONAL SURVEYOR NO. 50436
ATWELL-HICKS
4000 SCHENCK ROAD
ANN ARBOR, MICHIGAN 48106
(906) 769-5800

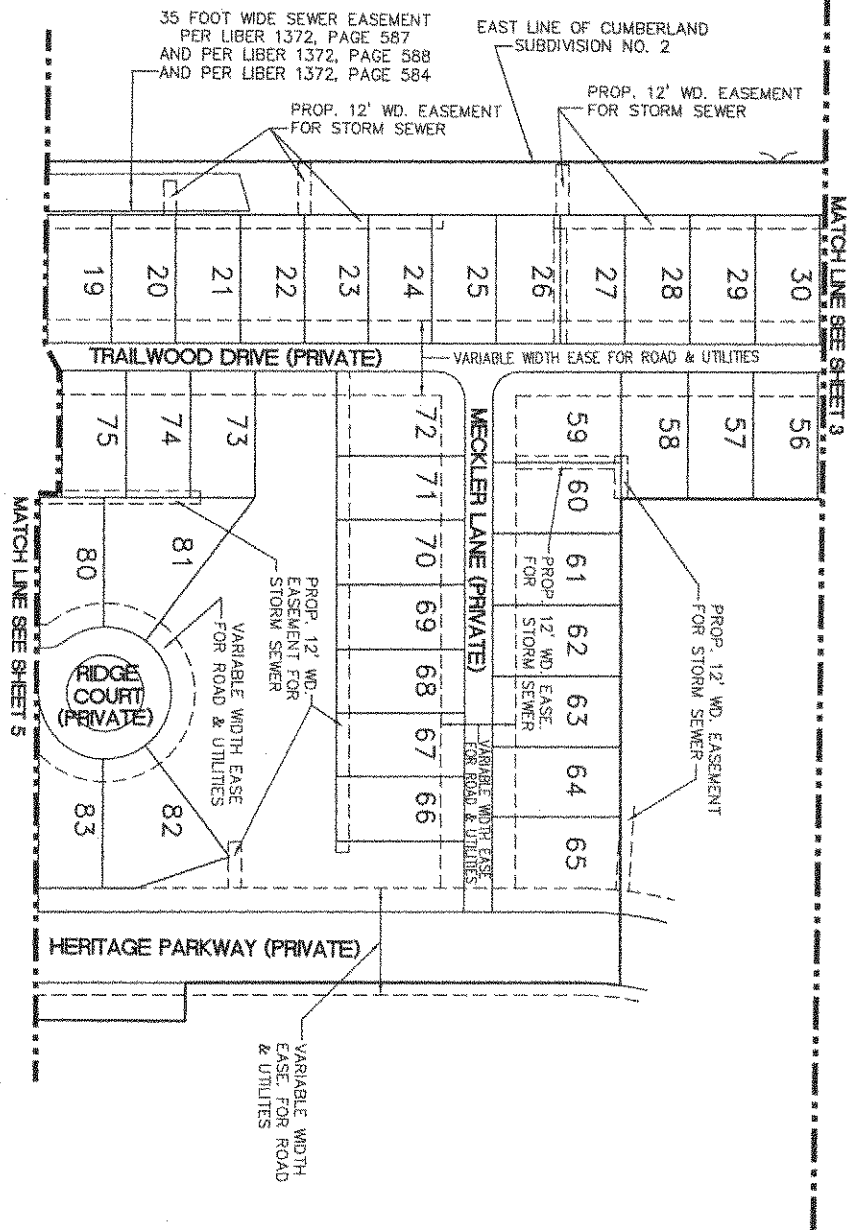
NOTES:
UNITS 1 THROUGH 205 *NEED NOT BE BUILT*



EASEMENT PLAN
THE RESERVE AT HERITAGE VILLAGE

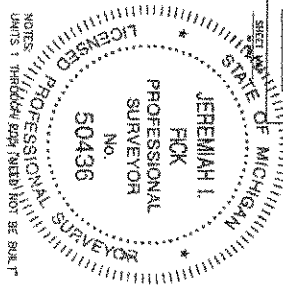
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44 DATE: 6-30-03 DRAWN BY: JIF CHECKED BY: JIF SCALE: 1" = 40' (SEE LEGEND) SHEET DATED: 6-30-03 SHEET NO. 3 OF 3	CLIENT: HERITAGE VILLAGE SINGLE FAMILY, INC. PROJECT: THE RESERVE AT HERITAGE VILLAGE EASEMENT PLAN	SECTION 8 TOWN 1 NORTH, RANGE 12 EAST CITY OF WARREN MACOMB COUNTY, MICHIGAN	ATWELL-HICKS Engineering - Surveying - Planning - Environmental - Water/Wastewater 888 850 4200 www.atwell-hicks.com 4045 SCENTLY AVENUE MICHIGAN 48106
	SHEET 3 OF 3		
	3		



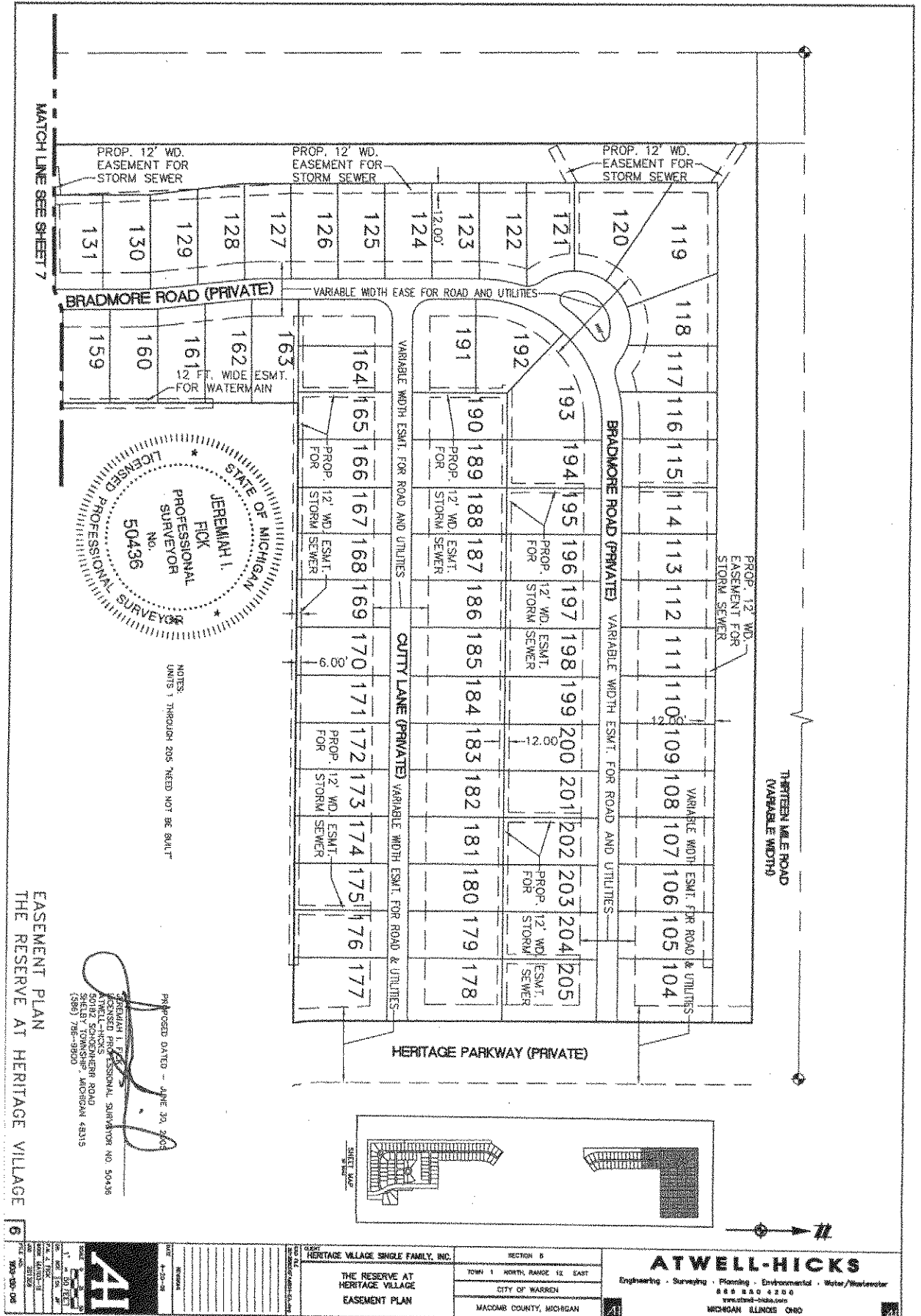
PROPOSED DATED -- JUNE 30, 2009

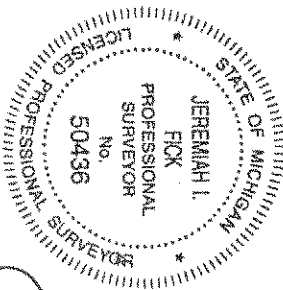
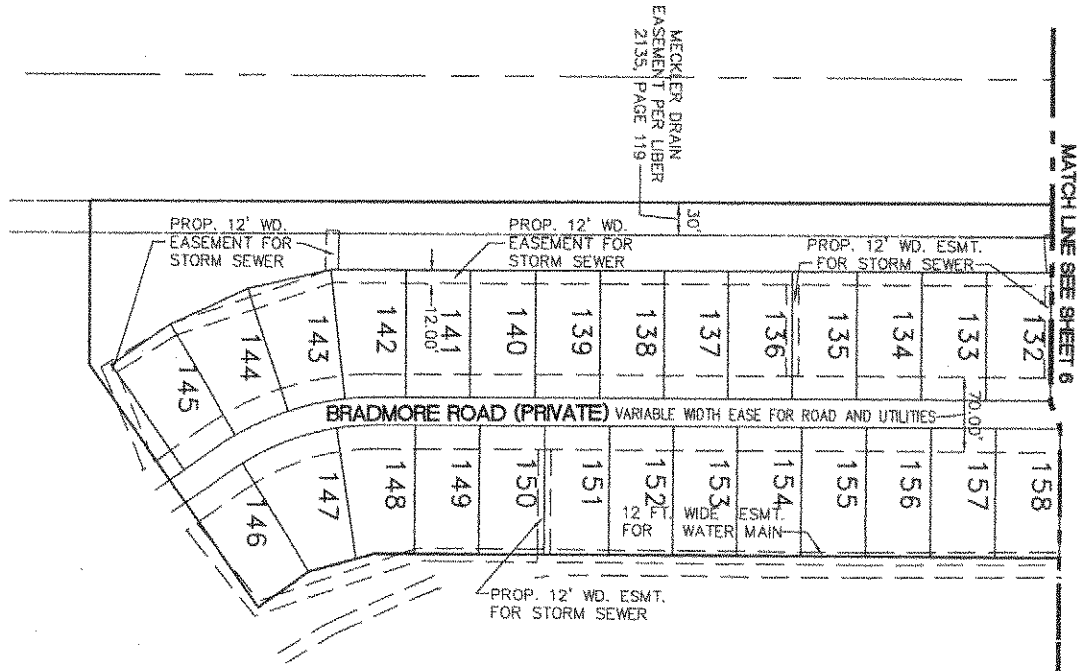
JEFFREY L. FICK
 LICENSED PROFESSIONAL SURVEYOR NO. 5043638
 A TRILLIUMS
 500 R2 SCHOLMAYER ROAD
 SHELBY TOWNSHIP, MICHIGAN 48315
 (248) 786-9800



 41 7-1 7-2 7-3 7-4 7-5 7-6 7-7 7-8 7-9 7-10 7-11 7-12 7-13 7-14 7-15 7-16 7-17 7-18 7-19 7-20 7-21 7-22 7-23 7-24 7-25 7-26 7-27 7-28 7-29 7-30 7-31 7-32 7-33 7-34 7-35 7-36 7-37 7-38 7-39 7-40 7-41 7-42 7-43 7-44 7-45 7-46 7-47 7-48 7-49 7-50 7-51 7-52 7-53 7-54 7-55 7-56 7-57 7-58 7-59 7-60 7-61 7-62 7-63 7-64 7-65 7-66 7-67 7-68 7-69 7-70 7-71 7-72 7-73 7-74 7-75 7-76 7-77 7-78 7-79 7-80 7-81 7-82 7-83 7-84 7-85 7-86 7-87 7-88 7-89 7-90 7-91 7-92 7-93 7-94 7-95 7-96 7-97 7-98 7-99 7-100	CLIENT HERITAGE VILLAGE SINGLE FAMILY, INC. THE RESERVE AT HERITAGE VILLAGE EASEMENT PLAN	SECTION # TOWN 1 NORTH RANGE 12 EAST CITY OF WARREN MACOMB COUNTY, MICHIGAN	ATWELL-HICKS Engineering • Surveying • Planning • Environmental • Water/Wastewater 388 800 4200 www.atwell-hicks.com MICHAEL BLINKS OHIO



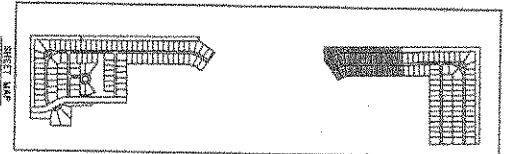




EASEMENT PLAN
THE RESERVE AT HERITAGE VILLAGE

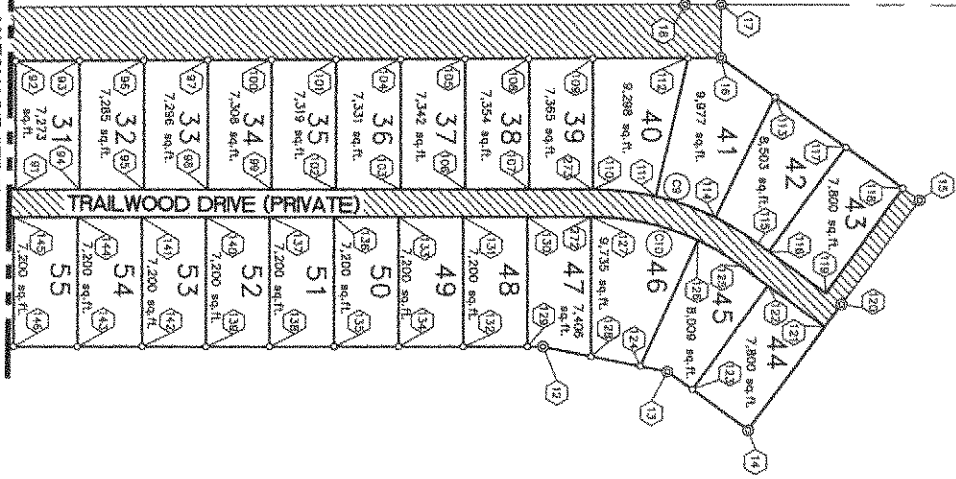
PROPOSED DATED - JUNE 30, 2005
JEREMIAH L. FICK
LICENSED PROFESSIONAL SURVEYOR No. 50436
ATWELL-HICKS
50122 SCHOENHEIMER ROAD
SHELBY TOWNSHIP - MICHIGAN 48315
(388) 786-9800

NOTES
UNITS 1 THROUGH 203 "NEED NOT BE BUILT"



ATWELL-HICKS Engineering - Surveying - Planning - Environmental - Water/Wastewater 866 380 4200 www.atwell-hicks.com MICHIGAN & OHIO	SECTION 8 TOWN 1 NORTH, RANGE 12 EAST CITY OF WARREN MACOMB COUNTY, MICHIGAN	
	CLIENT: HERITAGE VILLAGE SINGLE FAMILY, INC. PROJECT: THE RESERVE AT HERITAGE VILLAGE EASEMENT PLAN	
	SHEET 7 OF 7 DATE: 06/30/05	
	DRAWN BY: JLF CHECKED BY: JLF DATE: 06/30/05	

MATCH LINE SEE SHEET 9



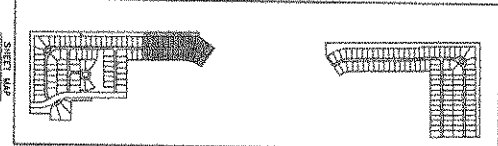
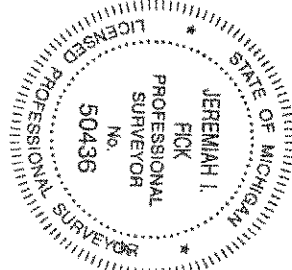
CURVE TABLE	
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LEGEND

- ⊙ CONCRETE MONUMENT
- IRON PIPE
- ⊙ COORDINATE POINT
- ⊙ CURVE LABEL
- 147 UNIT NUMBER
- ▨ GENERAL COMMON ELEMENT
- ▨ UNITS OF OWNERSHIP

- NOTES:
1. UNITS 1 THROUGH 205 "NEED NOT BE BUILT".
 2. SIDEWALKS WILL NOT BE CONSTRUCTED BY THE DEVELOPER AND "NEED NOT BE BUILT". SIDEWALKS, IF ANY, TO BE CONSTRUCTED AT THE RESERVE AT HERITAGE VILLAGE WILL BE CONSTRUCTED AT THE BUILDER'S RISK ONLY AT THE TIME OF THE CONSTRUCTION OF A RESIDENCE.

PROPOSED DATED - JUNE 30, 2005
 JEREMIAH I. FICK
 LICENSED PROFESSIONAL SURVEYOR NO. 50436
 1000 S. HICKS
 SUITE 200
 WARREN, MICHIGAN 48090
 (586) 785-4800



SITE PLAN
 THE RESERVE AT HERITAGE VILLAGE

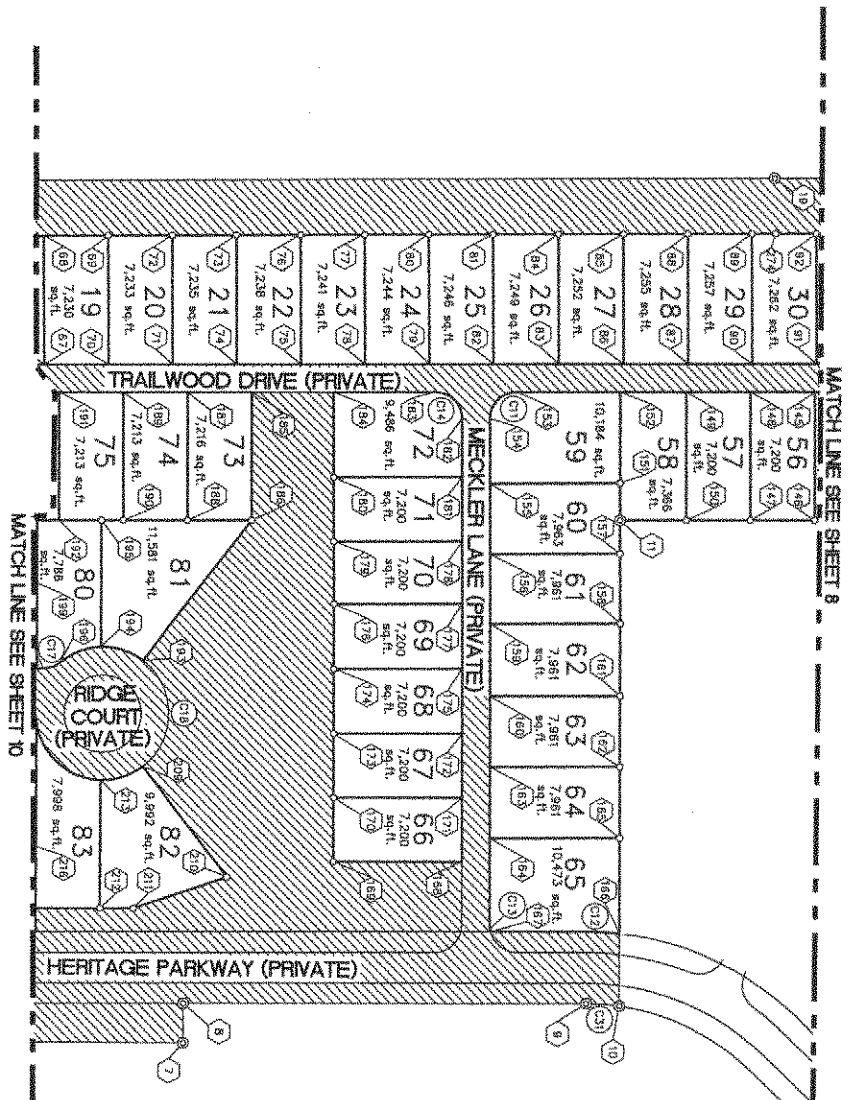
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	CLIENT: HERITAGE VILLAGE SINGLE FAMILY, INC. PROJECT: THE RESERVE AT HERITAGE VILLAGE SITE PLAN		SECTION 1 TOWN 1 NORTH RANGE 12 EAST CITY OF WARREN MACOMB COUNTY, MICHIGAN	ATWELL-HICKS Engineering • Surveying • Planning • Environmental • Water/Wastewater 444 888 5200 www.atwell-hicks.com MICHIGAN LICENSE NO. 0480
	SCALE: 1" = 40' (1" = 80')			
	DATE: 6/30/05 DRAWN BY: JIF CHECKED BY: JIF TITLE: SITE PLAN			
	SHEET NO. 8 TOTAL SHEETS: 8			

NOTES:
1. UNITS 1 THROUGH 205 NEED NOT BE BUILT.
2. SPOKANS WILL NOT BE CONSTRUCTED BY THE DEVELOPER AND NEED NOT BE BUILT. SUCH SPOKANS, IF BUILT, WILL BE CONSTRUCTED AT THE CONSTRUCTION OF A RESIDENCE.

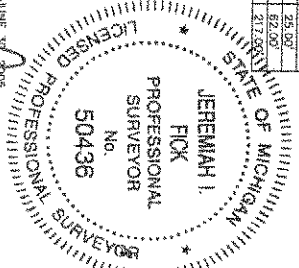
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- CONCRETE MONUMENT
- IRON PIPE
- COORDINATE POINT
- CURVE LABEL
- UNIT NUMBER
- GENERAL COMMON ELEMENT
- LIMITS OF OWNERSHIP



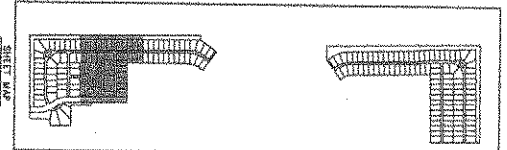
SITE PLAN
THE RESERVE AT HERITAGE VILLAGE

PROPOSED DATED - JUNE 30, 2005
JEREMIAH I. FICK
LICENSED PROFESSIONAL SURVEYOR NO. 50436
10000 N. HARTZ SCHOOL RD.
MILWAUKEE, WISCONSIN 53215
(595) 785-9800



CURVE TABLE

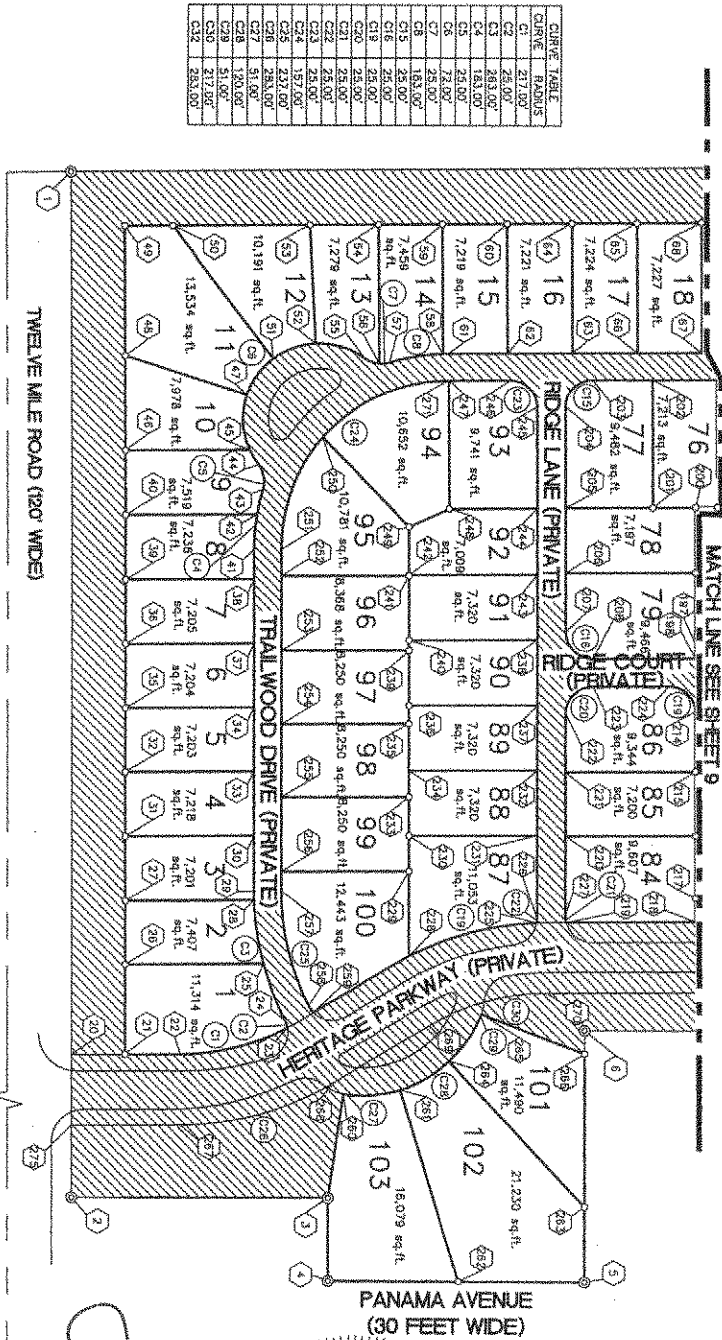
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C3	100.00	90.00	100.00
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C5	100.00	90.00	100.00
C6	100.00	90.00	100.00
C7	100.00	90.00	100.00
C8	100.00	90.00	100.00
C9	100.00	90.00	100.00
C10	100.00	90.00	100.00



ATWELL-HICKS Engineering - Surveying - Planning - Environmental - Water/Wastewater 2220 N. HARTZ SCHOOL RD. MILWAUKEE, WISCONSIN 53215 (595) 785-9800	SECTION 8 TOWN 1 NORTH RANGE 12 EAST CITY OF WARREN MACOMB COUNTY, MICHIGAN	THE RESERVE AT HERITAGE VILLAGE SITE PLAN
	PROJECT NO. 05-001 DATE: 6-30-05	DRAWN BY: JIF CHECKED BY: JIF
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	PROJECT NO. 05-001	SHEET NO. 1 OF 1

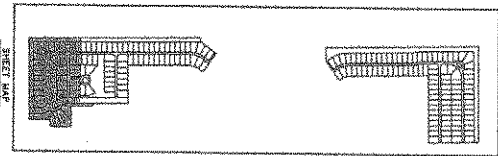
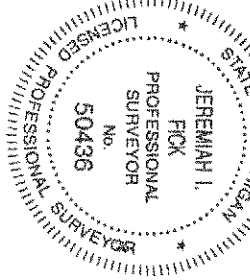
- NOTES:
1. UNITS 1 THROUGH 206 NEED NOT BE BUILT.
 2. SIDEWALKS WILL NOT BE CONSTRUCTED BY THE DEVELOPER AND NEED NOT BE BUILT. SUCH SIDEWALKS, IF ANY, TO THE EXTENT THEY ARE CONSTRUCTED AT ALL, WILL BE CONSTRUCTED BY THE BUILDER ONLY AT THE TIME OF THE CONSTRUCTION OF A RESIDENCE.

LEGEND	
	CONCRETE EQUIPMENT
	IRON PIPE
	COORDINATE POINT
	CURVE LABEL
	UNIT NUMBER
	GENERAL COMMON ELEMENT
	LIMITS OF OWNERSHIP



SITE PLAN
THE RESERVE AT HERITAGE VILLAGE

PROPOSED DATED - JUNE 24, 2005
JEREMIAH I. FICK
LICENSED PROFESSIONAL SURVEYOR NO. 50436
8082 SCHENBERG ROAD
SHELBY TOWNSHIP, MICHIGAN 48315
(586) 760-3800



	ATWELL-HICKS Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 850 4200 www.atwell-hicks.com MICHIGAN LICENSE #980
	CLIENT: HERITAGE VILLAGE SINGLE FAMILY, INC. PROJECT: THE RESERVE AT HERITAGE VILLAGE SITE PLAN
	SECTION 9 TOWN & RANGE: 12 EAST CITY OF WARREN MACOMB COUNTY, MICHIGAN
	DATE: 6-24-05 DRAWN BY: JF CHECKED BY: JF SCALE: AS SHOWN SHEET NO.: 10 OF 10

NOTES:
1. UNITS 1 THROUGH 205 "NEED NOT BE BUILT".
2. SIDEWALKS WILL NOT BE CONSTRUCTED BY THE DEVELOPER AND "NEED NOT BE BUILT". SUCH SIDEWALKS, IF ANY, TO THE EXTENT THEY ARE CONSTRUCTED AT ALL, WILL BE CONSTRUCTED BY THE BUILDER ONLY AT THE TIME OF THE CONSTRUCTION OF A RESIDENCE.

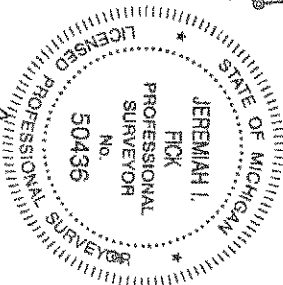
MATCH LINE SEE SHEET 12

CURVE	RADIUS
C1	15.00'
C2	15.00'
C3	15.00'
C4	15.00'
C5	15.00'
C6	15.00'
C7	15.00'
C8	15.00'
C9	15.00'
C10	15.00'
C11	15.00'
C12	15.00'
C13	15.00'
C14	15.00'
C15	15.00'
C16	15.00'
C17	15.00'
C18	15.00'
C19	15.00'
C20	15.00'

LEGEND:

- CONCRETE MONUMENT
- IRON PIPE
- COORDINATE POINT
- CURVE LABEL
- UNIT NUMBER
- GENERAL COMMON ELEMENT
- UNITS OF OWNERSHIP

PROPOSED DATED: JUNE 30, 2005
 JEREMIAH I. FICK
 LICENSED PROFESSIONAL SURVEYOR NO. 50436
 50182 SCHOENBERG ROAD
 ATWELL-HICKS
 (689) 766-8500



SITE PLAN
 THE RESERVE AT HERITAGE VILLAGE

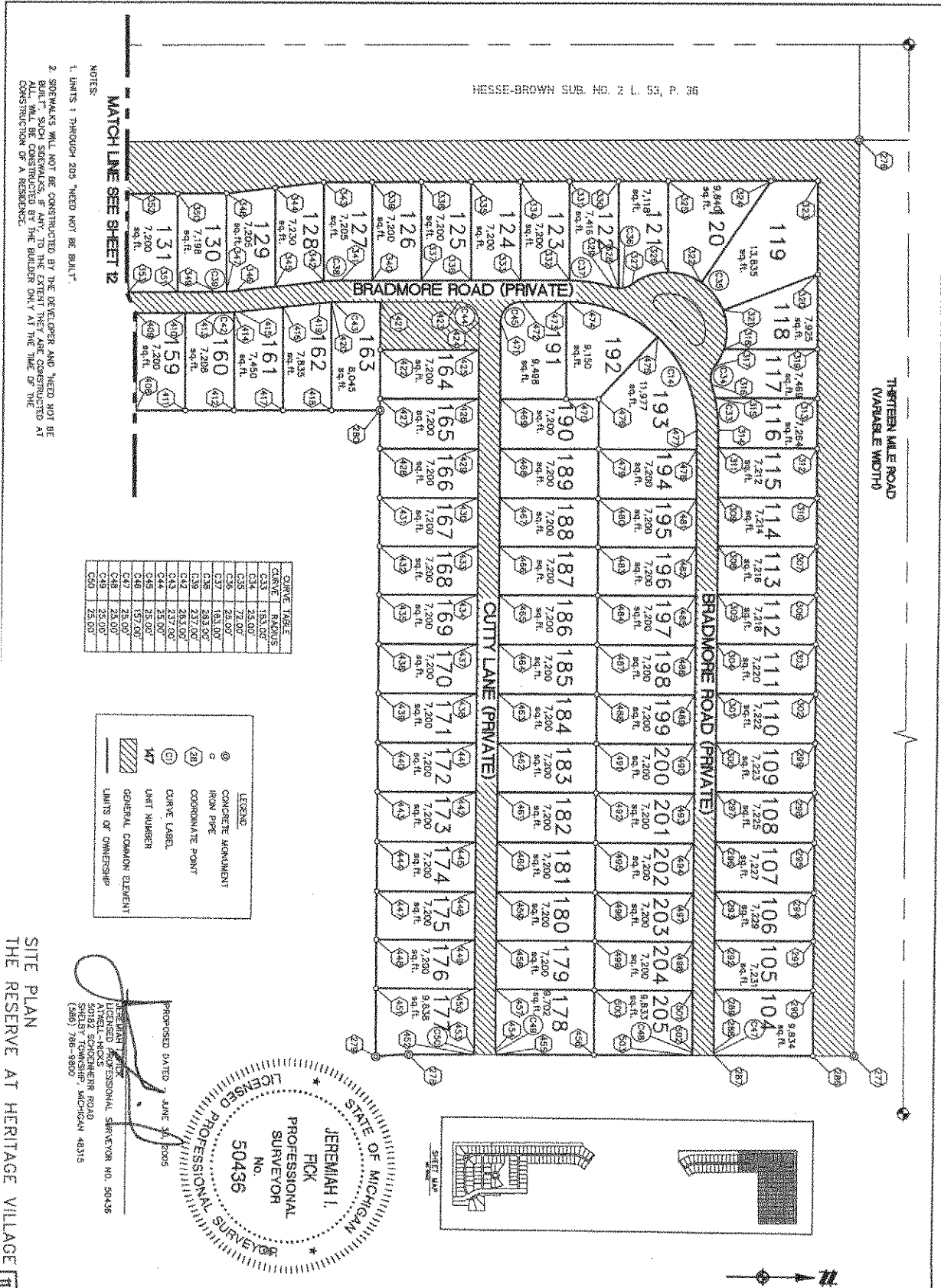


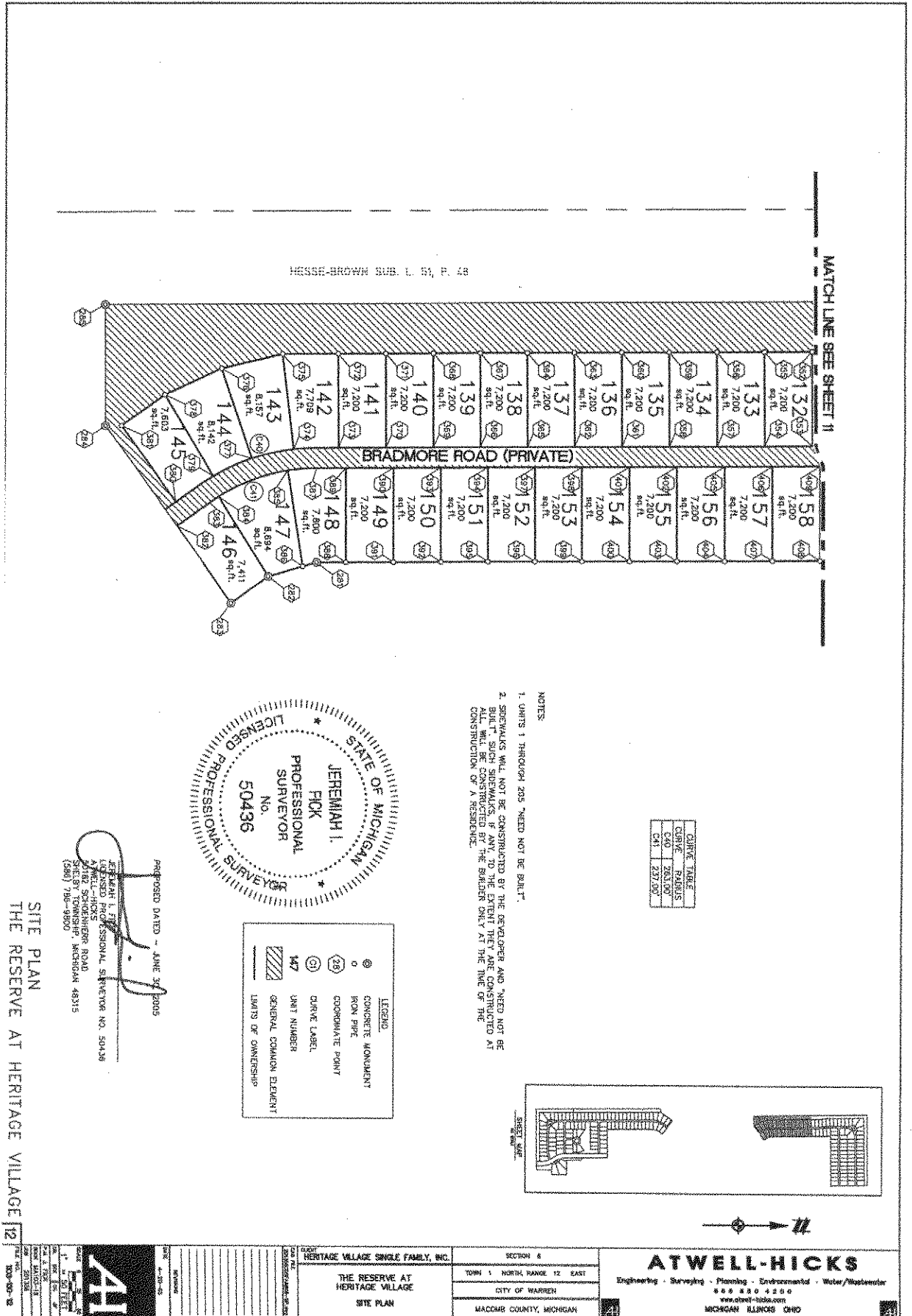
DATE: 6-30-05
 DRAWN BY: JF
 CHECKED BY: JF
 SCALE: AS SHOWN
 SHEET NO. 12 OF 12
 PROJECT NO. 05-012

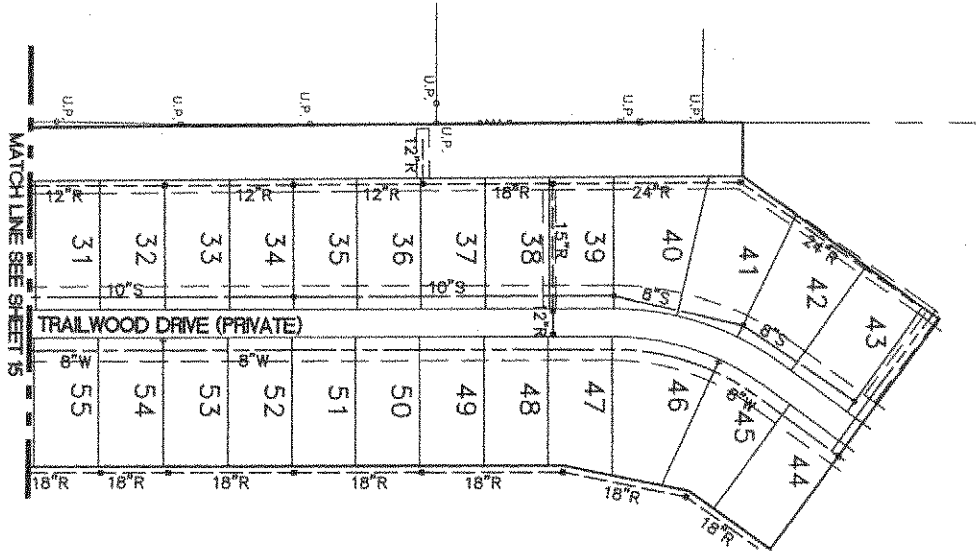
THE RESERVE AT HERITAGE VILLAGE
 SITE PLAN

SECTION 8
 TOWN 1 NORTH, RANGE 12 EAST
 CITY OF WARREN
 MACOMB COUNTY, MICHIGAN

ATWELL-HICKS
 Engineering • Surveying • Planning • Environmental • Water/Wastewater
 888 880 4200
 3000 W. 10th Street
 MICHIGAN 48106 OHIO

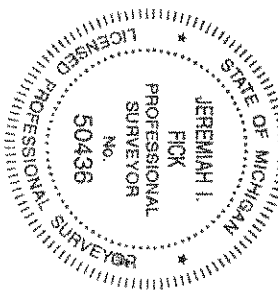
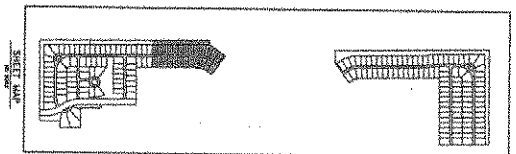






- NOTES:
1. ALL UNITS TO BE SERVED WITH STORM, SEWER, SANITARY SEWER, AND WATER. INFORMATION SHOWN FOR PROPOSED UTILITIES IS BASED ON A PRELIMINARY SURVEY BY ZENET-WOZNIAK AND ASSOCIATES, INC.
 2. ALL UNITS TO BE SERVED WITH GAS, ELECTRIC AND TELEPHONE.
 3. UNITS 1 THROUGH 205 "NEED NOT BE BUILT".
 4. ALL SANITARY SEWER LEADS ARE 6" IN DIAMETER.
 5. ALL WATER MAIN LEADS ARE 1" IN DIAMETER.
 6. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND WITHIN THE UNIT BOUNDARIES.
 7. LOCATION OF ALL UTILITIES ARE APPROXIMATE. THERE IS NO GUARANTEE OF ACCURACY OR COMPLETENESS.

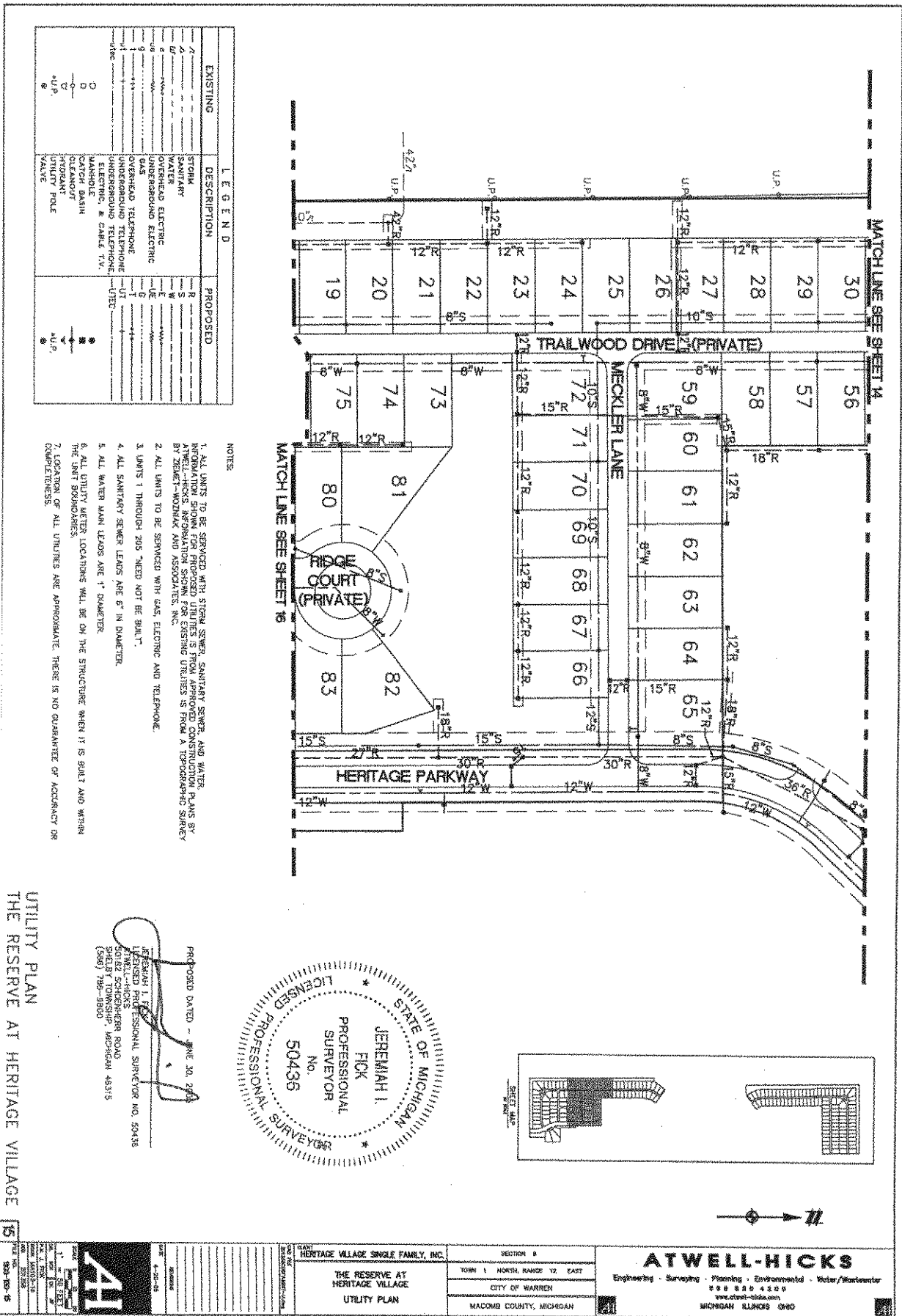
EXISTING	DESCRIPTION	PROPOSED
1	STORM	S
2	SEWER	SE
3	SANITARY	SE
4	WATER	W
5	OVERHEAD ELECTRIC	OE
6	UNDERGROUND ELECTRIC	UE
7	OVERHEAD TELEPHONE	OT
8	UNDERGROUND TELEPHONE	UT
9	UNDERGROUND CABLE TV	UTC
10	UNDERGROUND CABLE TV	UTC
11	UNDERGROUND CABLE TV	UTC
12	UNDERGROUND CABLE TV	UTC
13	UNDERGROUND CABLE TV	UTC
14	UNDERGROUND CABLE TV	UTC
15	UNDERGROUND CABLE TV	UTC
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51	UNDERGROUND CABLE TV	UTC
52	UNDERGROUND CABLE TV	UTC
53	UNDERGROUND CABLE TV	UTC
54	UNDERGROUND CABLE TV	UTC
55	UNDERGROUND CABLE TV	UTC



PROPOSED DATED - JUNE 20, 2005
 JEREMIAH I. FICK
 LICENSED PROFESSIONAL SURVEYOR NO. 50436
 5012 SOUTHWESTERN ROAD
 SHELBY TOWNSHIP, MICHIGAN 48315
 (508) 786-9900

UTILITY PLAN
 THE RESERVE AT HERITAGE VILLAGE

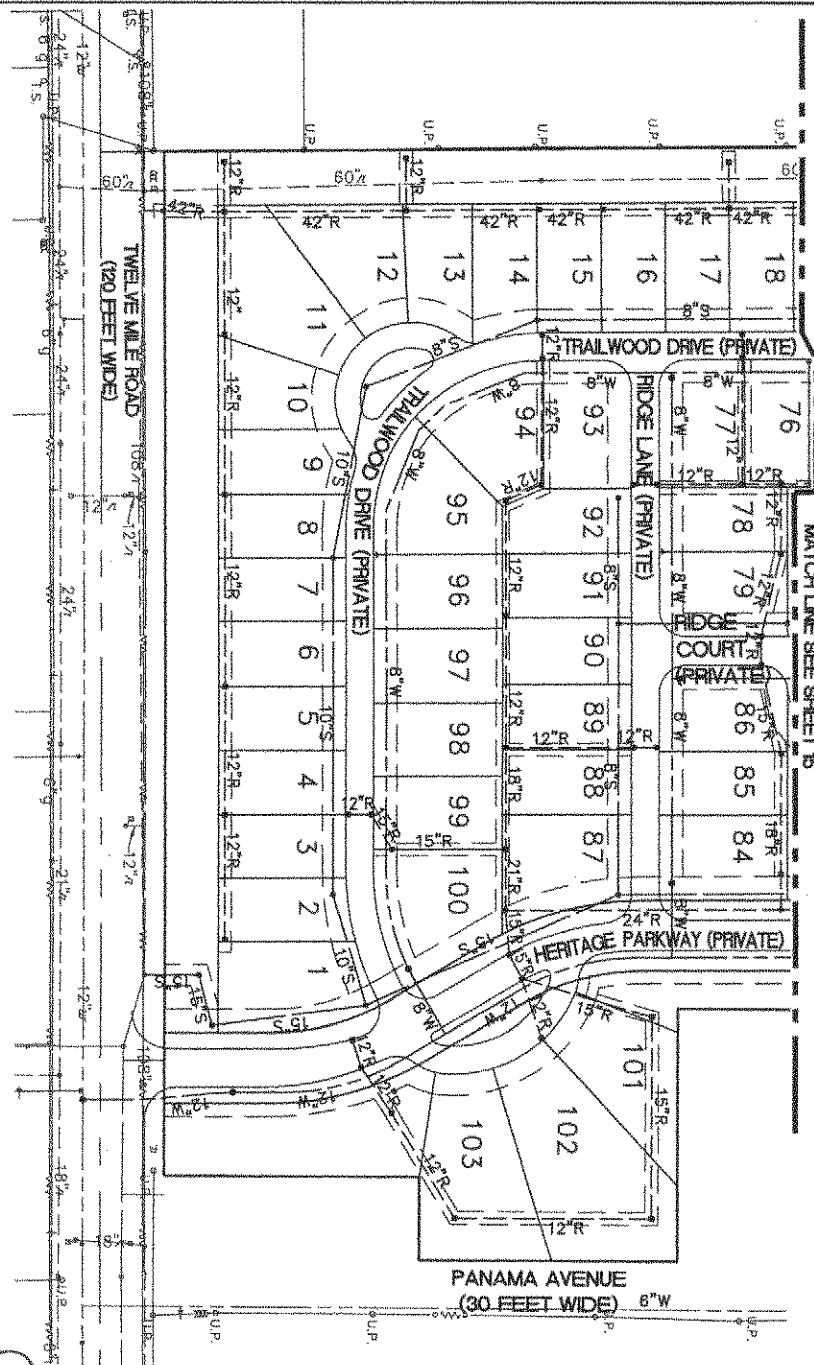
	CLIENT: HERITAGE VILLAGE SINGLE FAMILY, INC. PROJECT: THE RESERVE AT HERITAGE VILLAGE UTILITY PLAN	SECTION 8 TOWN 1 NORTH, RANGE 12 EAST CITY OF WARREN MACOMB COUNTY, MICHIGAN	ATWELL-HICKS Engineering • Surveying • Planning • Environmental • Water/Wastewater 800.880.4300 www.atwell-hicks.com MICHIGAN LICENSED GEO
	SHEET NO. 14 TOTAL SHEETS: 14	DATE: 06-20-05 DRAWN BY: JIF CHECKED BY: JIF IN CHARGE: JIF	SCALE: 1" = 40'
	14		



EXISTING	DESCRIPTION	PROPOSED
1	STORM	R
2	SEWER	S
3	WATER	W
4	OVERHEAD ELECTRIC	E
5	UNDERGROUND ELECTRIC	U
6	OVERHEAD TELEPHONE	T
7	UNDERGROUND TELEPHONE	U
8	ELECTRIC & CABLE T.V.	U
9	MANHOLE	M
10	WATER MAIN	W
11	SEWER MAIN	S
12	HYDRANT	H
13	UTILITY POLE	P
14	VALVE	V

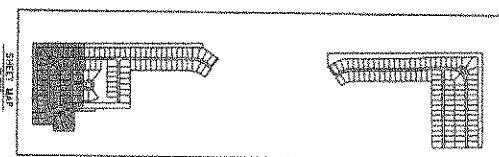
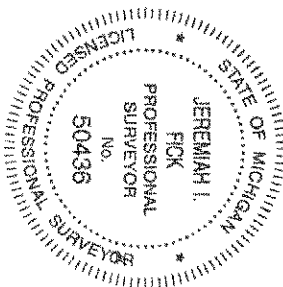
NOTES

1. ALL UNITS TO BE SERVED WITH STORM SEWER, SEWER, SANITARY SEWER, AND WATER. INFORMATION SHOWN FOR PROPOSED UTILITIES IS FROM APPROVED CONSTRUCTION PLANS BY ATWELL-HICKS AND ASSOCIATES, INC.
2. ALL UTILITIES TO BE SERVED WITH GAS, ELECTRIC AND TELEPHONE.
3. UNITS 1 THROUGH 205 NEED NOT BE BUILT.
4. ALL SANITARY SEWER LEADS ARE 6" IN DIAMETER.
5. ALL WATER MAIN LEADS ARE 12" IN DIAMETER.
6. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND WITHIN THE UNIT BOUNDARIES.
7. LOCATION OF ALL UTILITIES ARE APPROXIMATE. THERE IS NO GUARANTEE OF ACCURACY OR COMPLETENESS.

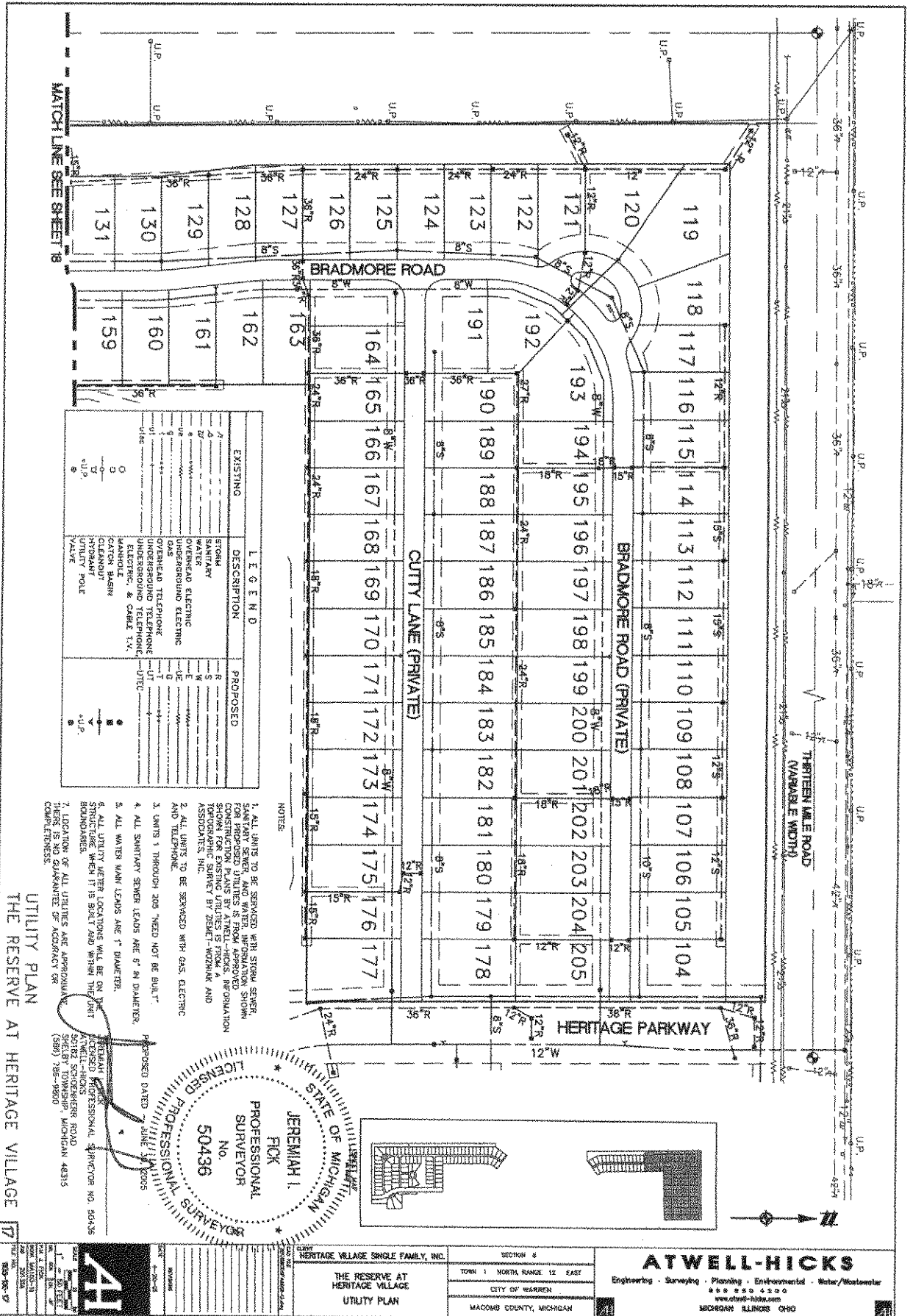


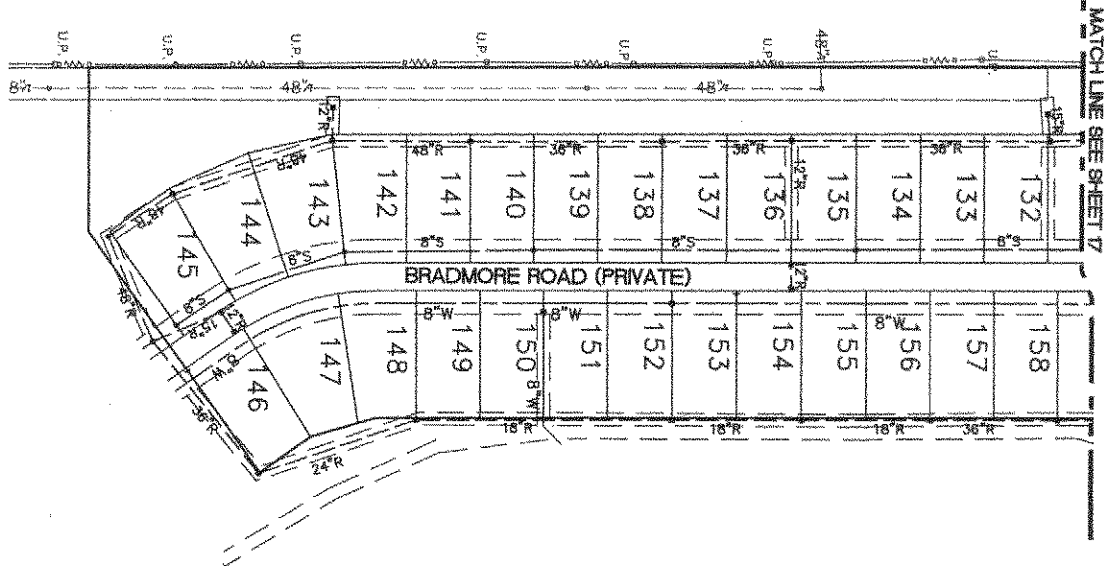
UTILITY PLAN
THE RESERVE AT HERITAGE VILLAGE

PROPOSED DATE: JUNE 30, 2005
 JEREMIAH I. FICK
 LICENSED PROFESSIONAL SURVEYOR NO. 50436
 50182 SPOONHEIMER ROAD
 SHELBY TOWNSHIP, MICHIGAN 48315
 (248) 766-8900



44 THE RESERVE AT HERITAGE VILLAGE UTILITY PLAN	SECTION 6 TOWN 1 NORTH RANGE 12 EAST CITY OF WARREN MACOMB COUNTY, MICHIGAN	ATWELL-HICKS Engineering - Surveying - Planning - Environmental - Water/Wastewater 888 850 4200 www.atwell-hicks.com MICHIGAN LICENSED PROFESSIONAL ENGINEER
	DATE: JUNE 30, 2005 BY: JEREMIAH I. FICK CHECKED: JEREMIAH I. FICK	
	SCALE: 1" = 40' (AS SHOWN)	
	PROJECT NO. 05-001	

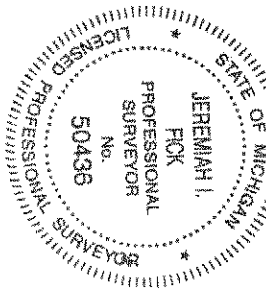




LEGEND		
EXISTING	DESCRIPTION	PROPOSED
1	SEWER	1
2	WATER	2
3	OVERHEAD ELECTRIC	3
4	UNDERGROUND ELECTRIC	4
5	GAS	5
6	UNDERGROUND TELEPHONE	6
7	UNDERGROUND TELEPHONE	7
8	ELECTRIC, 4 CABLE T.V.	8
9	MANHOLE	9
10	CATCH BASIN	10
11	UNDERGROUND UTILITY PILE	11
12	UTILITY PILE	12

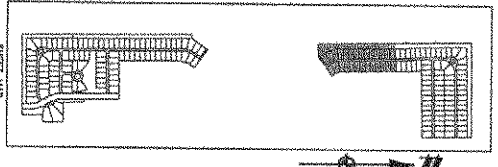
NOTES:

1. ALL UNITS TO BE SERVED WITH STORM SEWER, SANITARY SEWER, AND WATER. INFORMATION SHOWN FOR PROPOSED UTILITIES IS FROM APPROVED CONSTRUCTION PLANS BY ATWELL-HICKS. INFORMATION SHOWN FOR EXISTING UTILITIES IS FROM A TOPOGRAPHIC SURVEY BY ZEDER-WOZNIAR AND ASSOCIATES, INC.
2. ALL UNITS TO BE SERVED WITH GAS, ELECTRIC AND TELEPHONE.
3. UNITS 1 THROUGH 205 NEED NOT BE SHOWN.
4. ALL SANITARY SEWER LEADS ARE 8" IN DIAMETER.
5. ALL WATER MAIN LEADS ARE 1" IN DIAMETER.
6. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND WITHIN THE UNIT BOUNDARIES.
7. LOCATION OF ALL UTILITIES ARE APPROXIMATE. THERE IS NO GUARANTEE OF ACCURACY OR COMPLETENESS.



PROPOSED DATED - JUNE 14, 2005
JEREMIAH I. FICK
LICENSED PROFESSIONAL SURVEYOR NO. 50436
ATWELL-HICKS
5002 SCHENCKERS ROAD
SOUTH BEND, INDIANA 46715
(564) 788-8800

UTILITY PLAN
THE RESERVE AT HERITAGE VILLAGE



	HERITAGE VILLAGE SINGLE FAMILY, INC.	SECTION 6	ATWELL-HICKS Engineering • Surveying • Planning • Environmental • Water/Wastewater 888 850 4200 www.atwell-hicks.com MICHIGAN • OHIO
	THE RESERVE AT HERITAGE VILLAGE	TOWN 1 NORTH, RANGE 12 EAST	
	UTILITY PLAN	CITY OF WARREN	
		MACOMB COUNTY, MICHIGAN	

