

**Declaration of Restrictions
Heritage Commons Plat No. 1**

Liber 2264
page 922

THIS DECLARATION is made this 30th day of September, 1977, by HERITAGE COMMONS NON-PROFIT HOUSING CORPORATION, a Michigan non-profit corporation, of 875 Sheffield, S.W., Grand Rapids, Michigan, hereinafter referred to as Developer,

WITNESSETH:

WHEREAS, Developer is the owner of certain property located in Grand Rapids, Kent County, Michigan, and described in Exhibit A, attached hereto and made a part hereof, and known as Heritage Commons Plat No. 1, and

WHEREAS, there are to be included within this said development certain common areas which are to be available for the common use and enjoyment of owners and residents of Heritage Commons Plat No. 1, and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to said property to insure the proper maintenance and government of the Common Areas and of the several units within said development and to promote the rights and interest of property owners and residents therein, and

WHEREAS, it is the purpose and intention of this Declaration that all properties included within the Development shall be held and/or conveyed subject to the restrictions and conditions contained in this Declaration,

IT IS HEREBY DECLARED, that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the Developer and the Grantees of all units contained within said Development.

A R T I C L E I.

DEFINITIONS

The following definitions shall apply to the several terms defined as used in this Declaration.

1. "Association" shall mean the Heritage Commons Association,

courts contained within the development and any other areas reserved for the common use of the lot owners and residents.

3. "Unit" shall mean a dwelling unit within the development located on a platted lot.

4. "Unit Owner" shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any unit, but not including any sub-owners who have sold their interest under Executory Land Contract. During such time as such a Land Contract is in force, the Land Contract Vendee shall be considered to be the unit owner.

5. "Development" when used in this Agreement, shall mean Heritage Commons Plat No. 1, as described in Exhibit A.

A R T I C L E II.

ASSOCIATION

1. Association shall be administered by unit owners which shall be a non-profit corporation organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common area, easements and affairs of development in accordance with this Declaration and the Articles of Incorporation and By-Laws of the Association adopted in accordance with the laws of the State of Michigan. Each unit owner shall be a member of the Association. The share of a unit owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his property.

2. The Association shall be organized for the following purposes:

(a) To manage and administer the affairs of and to maintain the development.

(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 to the extent appropriate, 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 Association and Development.

(f) To make and enforce reasonable regulations concerning the use and enjoyment of said Association and Development.

(g) To do anything required of or permitted to it as administrator of said Association.

(h) 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 Association and to the accomplishment of any of the purposes thereof.

3. The Association shall adopt and maintain By-Laws which By-Laws shall be binding upon the unit owners in the same manner and to the extent as this Declaration is binding upon the unit owners.* The By-Laws may be amended from time to time by the affirmative vote of seventy-five percent (75%) of the Members at any regular annual meeting or special meeting of the Association called for that purpose after the first annual meeting. No change in the By-Laws shall be inconsistent with or contrary to the provisions of this Declaration.

4. Prior to the first annual meeting of the Members of the Association, the Board of Directors shall consist of Directors of Developer. The first annual meeting may be convened only after seventy-five percent (75%) of the units of the development have been sold and the purchasers thereof qualified as members of the Association, and shall be called when all units in Heritage Commons have been sold or leased by the Developer, but in no event later than October 1, 1978.

Meetings of members may be called for informative or other appropriate purposes prior to the first annual meeting of members, and no such meeting shall be construed as the first annual meeting of members. At least ten (10) days written notice of such meeting shall be given to each unit owner.

5. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area and all other property and easements under its jurisdiction which regulations shall be binding upon the unit owners and all residents of the development. The Association shall be obligated to maintain the Common Area and such obligation may be enforced by the unit owners or any of them.

A R T I C L E IV.

ASSESSMENTS

1. All of the units within development shall be subject to assessments to be paid by the respective unit owners in accordance with the following provisions.

2. 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 Association, including a reasonable allowance for contingencies and reserves. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each unit owner and assessment for said year shall be established in accordance with the By-Laws based upon said budget, although the delivery of a copy of the budget to each unit owner shall not affect the liability of any unit owner for any existing or future assessments. The requirements of establishing and furnishing a budget shall not apply to the First Board of

Directors serving prior to the First Annual Meeting of Members.

3. Should the Board of Directors, at any time, determine in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

4. Special assessments, in addition to those required above, may be made by the Board of Directors from time to time to meet other requirements of the Association, including, but not limited to, (1) assessments for capital improvements for additions (but not replacements) of a cost not exceeding \$1,000.00 per year. (2) Assessments for the purchase or lease of property in the Association, upon foreclosure of the lien for assessments, or upon the exercise of its option to purchase hereinafter set forth.

Special assessments shall not be levied without prior approval of at least seventy-five percent (75%) of all unit owners present and voting at any meeting of the Association called for such purpose.

5. Developer shall not be subject to assessment, but shall be required to pay a proportionate share of certain maintenance expenses actually incurred based upon the number of units owned by it at the time the expense is incurred. The expenses of which the Developer is required to bear a portion are: Maintenance of Common Area; utility bills for lighting outside areas, Common Areas, and recreational areas; all water; cleaning and snow removal from common areas; management fees; and taxes or assessments in lieu of taxes. In no event shall Developer be responsible for payment of any assessments, for capital improvements or other special assessments, except with respect to occupied units owned by it.

ARTICLE V.

RESTRICTIONS ON USE OF PROPERTY

1. Use and occupancy shall be in accordance with the following provision:

(a) No property shall be used for other than single-family residence purposes.

2. Structural and other alterations, modifications and additions to the premises and building shall be made in accordance with the following provisions:

(a) A unit owner wishing to make an addition, modification, or alteration to the front or side area of any lot or of any building must submit in writing the proposed addition, modification, or alteration to the Association for approval. All proposals must conform to the Ordinances of the City of Grand Rapids and these restrictions. The Board of Directors shall consider such proposal within thirty (30) days of submission. Approval must be by the affirmative vote of seventy-five percent (75%) of the directors and shall be based upon aesthetic compatibility and a determination that the proposal will be advantageous to the Development. The decision of the Board of Directors shall be final. The approval required herein shall not apply to any modifications, alterations, or additions to the rear area of any lot or of any building, to any interior alterations, modifications, or additions or to painting of doors.

(b) No buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to or change or alteration to any structure be made (including in color design), except in accordance with the procedure set forth in sub-paragraph (a) above.

(c) No hedges, trees, or substantial plantings or landscaping modifications shall be made, except in accordance with the procedure set forth in sub-paragraph (a) above.

(d) The purpose of this paragraph is to assure the continued maintenance of the Development as a beautiful and harmonious residential development and shall be binding upon the Association and upon all unit owners.

3. No unit owner shall do so or permit anything to be done or keep or permit to be kept in his home or on the Common Area anything that will increase the rate of insurance. No unsightly condition shall be permitted to exist on any unit. Each unit owner shall maintain his property in a safe, clean and sanitary condition. Each unit owner shall be responsible for damages or costs to the Association not otherwise covered by insurance resulting from his negligent damage to or misuse of any of the Common Area. Any such costs or damages to the Association may be assessed to and collected from the co-owner in any manner provided in these restrictions, in the By-Laws or by law.

4. No unit shall be used for storage of supplies, materials, trash or refuse of any kind, except in the enclosed garages or as otherwise provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages or other enclosed areas designated therefor at all times, and shall not be permitted to remain elsewhere on the lot, except for such short periods of time as may be reasonably necessary to permit periodic collection of trash.

5. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches 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 Area. Specific play areas may be set aside for children.

6. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or

vehicles other than automobiles may be parked or stored upon the premises. Commercial vehicles and trucks shall not be parked in or about Heritage Commons (except as above provided) unless while making deliveries or pickups in the normal course of business.

7. None of the restrictions shall apply to the commercial activities, if any, of the Developer during the construction and sales period as hereinafter defined, or of the Association in furtherance of its powers and purposes set forth herein, and in its Articles of Association and By-Laws as the same may be amended from time to time. For the purposes of this Section, the construction and sales period shall be deemed to continue so long as Developer owns any property which he offers for sale or for so long as Developer continues to construct additional residential units within Development.

8. Notwithstanding anything to the contrary elsewhere herein contained, Developer and/or its successors and assigns, may construct and maintain at any place on the premises any one or more of the following: A sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the same; and may continue to do so during the entire construction and sales period.

ARTICLE VI.

ENFORCEMENT, SEVERABILITY AND TERMS OF RESTRICTIONS

1. Violation of any restriction or condition contained in this Declaration shall afford the Association, in addition to all other remedies provided by law, the right to enter upon any unit as to which the violation or breach exists and summarily to abate and remove, at the expense of the owner thereof, any structure, sign, thing or condition that may exist contrary to the intent and meaning of the provisions thereof, without being deemed guilty of any trespass for such entry, abatement or removal.

2. All actions or other legal proceedings to enforce these restrictions shall be brought by and in the name of the "Association" which shall be deemed to be the agent of the unit owners for said purpose. No unit owner shall bring any action or other legal proceeding to enforce any of the covenants or restrictions contained in this Declaration or in the By-Laws unless said unit owner shall have first made written demand upon the "Association" to enforce said covenant or restriction within thirty (30) days thereafter without good cause shown for such refusal or failure.

3. In any proceeding arising because of an alleged default by any unit owner the Association, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorneys fees (not limited to statutory fees) as may be determined by the Court.

4. The failure of the Association or of any unit owner to enforce any right, provision, covenant or condition shall not constitute a waiver of the right of the Association or of any such unit owner to enforce such right, provision, covenant or condition in the future.

5. All rights, the remedies and privileges granted to the Association or any unit owner or unit owners 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 the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

6. The covenants and restrictions contained in this Declaration are severable and in the event that any Court of competent jurisdiction should find any sentence, paragraph or clause hereof to be unenforceable, the same shall not affect the validity of the remaining sentences, paragraphs, or sections of this Declaration.

7. All of the restrictions, conditions, covenants, and agreements contained in this Declaration shall continue in force until October 1, 1978, and shall automatically be continued thereafter for successive periods of twenty (20) years each, provided however, that after October 1, 1978, the unit owners representing not less than seventy-five percent (75%) of the total votes of the "Association" may amend these restrictions by written instrument executed by said owners and recorded in the Kent County Records, and provided further that Association may amend these restrictions by written instrument executed by the Association at any time prior to the sale and purchase of any unit herein.

HERITAGE COMMONS NON-PROFIT HOUSING CORP.

By: Milton J. Miller
Milton J. Miller

Its: [Signature]

By: Anthony J. P. Banash
Anthony J. P. Banash

Its: [Signature]

Witnessed by:
[Signature]
H. Rhett Pinsky
[Signature]
H. David Soet

STATE OF MICHIGAN)
) S.S.
COUNTY OF KENT)

The foregoing instrument was acknowledged before me this 30th day of September, 1977, by Milton J. Miller and Anthony J.P. Banash, of HERITAGE COMMONS NON-PROFIT HOUSING CORPORATION, on behalf of the corporation.

Terilyn F. Cross
Terilyn F. Cross
Notary Public, Kent County, MI
My Commission Expires: 10-13-79

STATE OF MICHIGAN
COUNTY OF KENT
REGISTERED
MAR 14 3 52 PM '78
OFFICE OF CLERK

AFFIDAVIT AND CERTIFICATE

Frankie J. Preston, of 201 Heritage Commons Drive, S.E., Grand Rapids, Michigan 49503, after being duly sworn, deposes and states as follows:

1. That she is the duly elected secretary of the Board of Directors of HERITAGE COMMONS ASSOCIATION, INC. (the "Association"), the non-profit corporation organized to manage, maintain, operate and administer the affairs of Heritage Commons Plat No. 1 and that she has knowledge of the facts contained in this Affidavit and Certificate and would be competent to testify concerning such facts in open court.

2. That as secretary of the Association, she has in her possession true copies of the current By-laws of the Association.

3. That attached as Exhibit "A" to this Affidavit and Certificate is a copy of the current By-laws of Heritage Commons Association, Inc., as amended.

4. That the attached By-laws were adopted and amended pursuant to the Declaration of Restrictions of Heritage Commons Plat No. 1 recorded in the office of the Kent County Register of Deeds in Liber 2264, Page 922.

5. That the attached By-laws are binding on the unit owners, occupants, users and other parties of interest of land located in Heritage Commons Plat No. 1, which property is situated in the City of Grand Rapids, County of Kent and State of Michigan and is legally described as follows:

Lots 1-44, Heritage Commons No. 1, according to the recorded plat thereof in Liber 76 of Plats, Pages 3-4, Kent County Register of Deeds, subject to restrictions of record, including Declaration of Restrictions recorded at Liber 2264, Pages 922-931 of Deeds, Party Wall Easement, recorded at Liber 2264, Pages 932-933 of Deeds, and Common Driveway Easement, recorded at Liber 2264, Pages 934-935 of Deeds, all recorded in the office of the Kent County Register of Deeds.

5. That this Affidavit and Certificate is executed this 30 day of December, 1985 by Frankie J. Preston, as secretary of Heritage Commons Association, Inc.

WITNESSES:

Betty Harris
* BETTY HARRIS
Leonard Smith, Jr.
* LEONARD SMITH, JR.

By: Frankie J. Preston
Frankie J. Preston, as Secretary of
Heritage Commons Association, Inc.

STATE OF MICHIGAN)
) ss.
COUNTY OF KENT)

The foregoing Affidavit and Certificate was acknowledged before me this 30 day of December, 1985 by Frankie J. Preston, Secretary of Heritage Commons Association, Inc.

DRAFTED BY AND AFTER
RECORDING RETURN TO:
Mark C. Hanisch, Esq.
Varnum, Riddering, Schmidt
& Howlett
Suite 800, 171 Monroe, N.W.
Grand Rapids, Michigan 49503

Augustene D. Johnson
* AUGUSTENE D. JOHNSON
Notary Public, Kent County, Michigan
My commission expires: March 26, 1986

*print or type name beneath signature
line

REC'D
MAR 27
STATE

HERITAGE COMMONS
PARTY WALL EASEMENTS

WHEREAS, Heritage Commons Non-profit Housing Corporation, a Michigan non-profit corporation located at 875 Sheffield, S.W., Grand Rapids, Michigan (hereinafter called the "Corporation") is the Owner in fee of real estate situated in the City of Grand Rapids, Kent County, Michigan, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Property"); and

WHEREAS, the Corporation is constructing on the Property a housing development known as Heritage Commons, composed of 44 dwelling units arranged as rowhouses, certain of which are connected by dividing walls between them; and

WHEREAS, the Corporation intends to sell said dwelling units to various and sundry persons (hereinafter called "Owners(s)") the Corporation shall be deemed an Owner and shall be bound by the provisions contained herein in respect to those units not sold, if any; and

WHEREAS, the Corporation intends to create in favor of each Owner, an easement covering party walls on the lot lines separating the lots on which the individual dwelling units are to be erected;

NOW, THEREFORE, the Corporation in order to protect each and every Owner and their successors and assigns, of any lot on the Property, the following easements on building structures and party walls located on the Property are hereby created, to wit:

1. Party Wall Declaration. The said dividing walls are hereby declared to be party walls between the adjoining residence erected on said premises.
2. Maintenance of Party Wall. The cost of maintaining each party wall shall be borne equally by the Owners on either side of said wall.
3. Damage to Party Wall. In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then Owners shall, at joint expense, repair or rebuild said wall, and each party, his successors and assigns, shall have the right to the full use of said wall so repaired or rebuilt. If either party's negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such cost in case of negligence, the other party may have such wall repaired or restored and shall be entitled to have a mechanic's lien on the premises of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement cost.
4. Drilling through Party Wall. Either party shall have the right to break through the party walls for the purpose of repairing or restoring sewerage, water, utilities, subject to the obligation to restore said wall to its previous structural condition at his own expense and the payment, to the adjoining Owner of any damages negligently caused thereby.
5. Destruction of Dwelling Unit. In the event of a destruction of said multiple dwelling unit or any portion thereof, the dwellings so destroyed shall be restored at the joint and equal expense of the adjoining Owners, according to a uniform architectural plan and finish; and if any dwelling is but partially destroyed so that the cost of restoring it is not equal to that of restoring the adjoining dwelling, then the amount shall be apportioned according to the individual cost.

6. Easement. Neither party shall alter or change said party walls in any manner, interior decoration excepted, and said party walls shall always remain in the same location as when erected, and each party to said common or division wall shall have a perpetual easement in that part of the premises of the other on which said party wall is located, for party wall purposes.

7. Downspouts. The downspouts attached to buildings and placed upon lot lines shall be maintained at the joint expense of the adjoining owners. The cleaning, repairing, painting, replacing of such downspouts and catch basins and drains shall be shared equally by adjoining owners.

8. Covenants Running with the Land. The easements hereby created are and shall be perpetual and construed as covenants running with the land. Each and every person accepting a deed to any lot in said development is deemed to accept said deed with the understanding that every other person who accepts a deed is also bound by the provisions herein contained. Each and every person by accepting a deed to any lot shall thereby consent and agree to be bound to the covenants herein contained as if signing this instrument. The Corporation in executing and delivering deeds to said lots shall insert in said conveyances, by reference that the same are made subject to the terms, conditions, reservations and covenants herein contained, designating the liber and page of the record in which this instrument is recorded.

9. Maintenance of Roofs. The expense of maintaining, repairing and replacing roofs shall be proportionately shared by the owners of adjoining dwellings, according to the relative cost thereof.

In witness whereof, the undersigned has executed this instrument on the 13th day of March, 1978.

WITNESS

Lois A. DeMaagd
Lois A. DeMaagd

HERITAGE COMMONS NONPROFIT HOUSING CORPORATION

Milton J. Miller
MILTON J. MILLER
Its President

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD

Anthony J. P. Banash
ANTHONY J. P. BANASH

MAR 14 3 53 PM '78
REGISTER OF RECORDS

Harold E. Larsen
HAROLD E. LARSEN
Its Secretary-Treasurer

Jack [Signature]

State of Michigan)
County of Kent) SS.

On this 13 day of March, 1978, before me appeared Milton J. Miller and Harold E. Larsen to me personally known, who by me duly sworn did say that they are the President and Treasurer of Heritage Commons Nonprofit Housing Corporation and that the within instrument was executed on behalf of said corporation by authority of its Board of Directors and said Milton J. Miller and Harold E. Larsen acknowledged said instrument to be the free act and deed of said corporation.

Lois A. DeMaagd
Notary Public in and for the
County of Kent, State
of Michigan.
My Commission expires 1-22-79

Drafted by and when recorded return to:

Greta A. Zalman
Michigan State Housing Development Authority
401 South Washington
Box 30044
Lansing, Michigan 48209

LOIS A. DEMAGD
Notary Public, State of Michigan
My Commission Expires Jan. 22, 1979

STATE OF MICHIGAN
Act 22 3 15 PM '79

HERITAGE COMMONS
COMMON DRIVEWAY EASEMENTS

John

WHEREAS, Heritage Commons Nonprofit Housing Corporation, a Michigan nonprofit corporation, located at 875 Sheffield, S. W., Grand Rapids, Michigan (hereinafter called the "Corporation" is the owner in fee of real estate situated in the City of Grand Rapids, Kent County, Michigan, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter called the "Property"); and

WHEREAS, the Corporation is constructing on the Property, a housing development known as Heritage Commons, composed of 44 dwelling units arranged as rowhouses, certain of which being adjacent, share common driveways, all of which driveways begin along the boundary of the public right of way abutting the lots which share a common drive and run over a strip of land, a portion of which is located on each of the lots sharing said drive, and end at garage entrances located on the respective lots; and

WHEREAS, the Corporation intends to sell said dwelling units to various and sundry persons (hereinafter called "Owner(s)") the Corporation shall be deemed an Owner, and shall be bound by the provisions contained herein, in respect to those units not sold, if any; and

WHEREAS, the Corporation intends to create, in favor of each purchaser an easement in respect to the driveway shared in common with the adjacent lot; which driveways and the lots on which they are located are indicated on Exhibit B attached hereto and made a part hereof;

NOW THEREFORE, the Corporation, in order to protect each and every purchaser, their successors and assigns, of each lot on the Property, the following easements on driveways located on the Property are hereby created, to wit:

1. Right of Way. The Owners of adjacent lots which share a common driveway shall have an easement and right of way, together with the full and free right for them, and their tenants, servants, visitors and licensees, in common with all others having the like right, at all times thereafter, with or without automobile or on foot for the purpose of ingress and egress between the public right of way and the garages located on each lot, EXCLUSIVE OF the area bounded by a line beginning at and perpendicular to the midline between adjacent garages, and a line parallel to and 20 feet from the entrance to the garage located on each lot, and PROVIDED THAT no person use the easement in a way as to obstruct, reduce, or in any other manner whatsoever interfere with free access of an owner, and those having like rights, to and from the area which has been excluded from the easement.

2. Cost of Maintenance. It is further understood and agreed that each Owner will and do hereby assume and agree to pay one-half of the cost of maintaining the present asphalt driveway over the respective easements herein granted, together with the cement approach and a sidewalk which now forms a part of said driveway and over which same extends.

3. Covenants Running with the Land. The easements hereby created are and shall be perpetual and construed as covenants running with the land. Each and every person accepting a deed to any lot in said development is deemed to accept said deed with the understanding that every other person who accepts a deed is also bound by the provisions herein contained. Each and every person, by accepting a deed to any lot shall thereby consent and agree to be bound to the covenants herein contained as if signing this instrument. The Corporation in executing and delivering deeds to said lots shall insert in said conveyances, by reference, that the same are made subject to the terms, conditions, reservations and covenants herein contained, designating the liber and page of the record in which

(This easement being re-recorded to include exhibits A and B.)

In witness whereof, the undersigned have executed this instrument on the 13th day of March, 1978.

WITNESS

Lois A. Demago
My Commission Expires Jan. 22, 1979
Anthony J. Barash
Anthony J. P. Barash

HERITAGE COMMONS NONPROFIT HOUSING CORPORATION,
By Milton J. Miller
Its President
and Harold E. Larsen
Its Secretary-Treasurer

State of Michigan)
County of Kent) SS.

On this 13 day of March, 1978, before me appeared Milton J. Miller and Harold E. Larsen to me personally known, of Heritage Commons Nonprofit Housing Corporation and that the within instrument was executed on behalf of said Corporation by authority of its Board of Directors and said Milton J. Miller and Harold E. Larsen acknowledged said instrument to be the free act and deed of said Corporation.

Lois A. Demago
Notary Public in and for the
County of Kent
State of Michigan.
My Commission expires 1-22-79

LOIS A. DEMAAGO
Notary Public, Kent County, Mich.
My Commission Expires Jan. 22, 1979

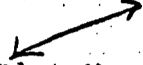
DRAFTED BY AND WHEN RECORDED RETURN TO:

Greta A. Zalman
Michigan State Housing Development Authority
401 South Washington
Box 30044

STATE OF MICHIGAN
COUNTY OF KENT
RECEIVED FOR RECORD
MAR 14 3 52 PM '78
REGISTRY OF DEEDS

EXHIBIT A

Heritage Commons



Plat No. 1, a replat of Blocks 3 & 4 and part of Blocks 5 & 6 L. Porters Addition to the City of Grand Rapids, part of the Northwest one-quarter of Section 31, Town 7 North, Range 11 West, City of Grand Rapids, Kent County, Michigan, more fully described as: Commencing at the Northwest corner of said Section 31; thence South $86^{\circ}03'20''$ East 1,007.32 feet along the North section line; thence South $1^{\circ}32'40''$ West 575.55 feet along the Easterly line of Jefferson Avenue (a public right-of-way being 66.00 feet in width) to the centerline of Logan Street (a public right-of-way being 50.00 feet in width); thence South $1^{\circ}35'00''$ West 25.02 feet to the Place Of Beginning; thence South $86^{\circ}03'36''$ East 535.19 feet along the Southerly line of Logan Street; thence South $1^{\circ}31'07''$ West 431.26 feet along the Westerly line of Lafayette Avenue (a public right-of-way being 60.25 feet in width); thence South $1^{\circ}32'20''$ West 41.83 feet along the Westerly line of Lafayette Avenue; thence North $86^{\circ}08'36''$ West 535.67 feet; thence North $1^{\circ}31'52''$ East 41.75 feet along the Easterly line of aforesaid Jefferson Avenue; thence North $1^{\circ}35'00''$ East 431.32 feet along the Easterly line of Jefferson Avenue to the Place Of Beginning. This plat contains 44 lots and one private park.