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**AMENDED AND RESTATED MASTER DEED OF
 KINGSWOOD PLACE
 (ACT 59, PUBLIC ACTS OF 1978 AS AMENDED)
 OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 153**

This Amended and Restated Master Deed is made and executed on this 13th day of August, 2009, by the Kingswood Place Condominium Association, a Michigan Nonprofit Corporation, hereinafter referred to as "Association", whose office is c/o 1130 Tienken Court, Suite 102, Rochester Hills, MI 48306, the ("Association"), represented herein by Deborah Robinson, the President of the Kingswood Place Condominium Association, who is fully empowered and qualified to act on behalf of the Association, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WITNESSETH:

WHEREAS, the Association desires by recording this Amended and Restated Master Deed, together with the Restated Condominium Bylaws attached hereto as Exhibit "A", and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", which is hereby incorporated by reference and made a part hereof as Exhibit B, to reaffirm the establishment of the real property described in Article II below, together with all of the improvements now located upon such real property and the appurtenances thereto, as a residential condominium project under the provisions of the Condominium Act of Michigan. The original Master Deed and Exhibits A and B for Kingswood Place Condominium, recorded in Liber 6182, Pages 624 et seq., together with the First Amendment thereto, recorded in Liber 11397, Pages 082 et seq., Oakland County Records, is superseded and replaced by this Amended and Restated Master Deed and Exhibit A. The Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", as amended, is retained and incorporated herein by reference as Exhibit B, hereof.

NOW THEREFORE, the Association does, upon the recording hereof, reaffirm the establishment of Kingswood Place Condominium as a Condominium under the Condominium Act and does declare that Kingswood Place Condominium (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 Amended and Restated Master Deed and Exhibits "A" and "B" applicable hereto, all of which shall be

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deemed to run with the real property described in Article II below and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in such real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan No. The Condominium shall be known as Kingswood Place Condominium, Oakland Condominium Subdivision Plan No. 153, consisting of Units 1 through 126 inclusive. The Condominium Project is established in accordance with the Act. Condominium Units and Co-owner Rights of Access to Common Elements. The Units contained in the Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth completely in the Condominium Subdivision Plan applicable to this Amended and Restated Master Deed as Exhibit "B". Each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium Project as are designated by the Amended and Restated Master Deed.

Section 3. Voting. Co-owners shall have voting rights in the Kingswood Place Condominium Association as set forth herein, in the Restated Condominium Bylaws and Articles of Incorporation of such Association.

ARTICLE II LEGAL DESCRIPTION

The land which comprises the Condominium Project, as amended, is particularly described as follows:

Part Of The West 1/2 Of The Northwest 1/4 Of Section 14, T1N-R10E, City Of Southfield, Oakland County, Michigan, More Particularly Described As Follows: Commencing At The West 1/4 Corner Of Said Section 14, And Proceeding Thence Along The West Line Of Said Section Due North 1105.79 Feet; Thence S 89°45'49" E, 75.00 Feet To A Point On The East Line Of Evergreen Road (150.00 Feet Wide), Which Point Is The Point Of Beginning Of The Described Parcel; Thence Along The East Line Of Evergreen Road (150.00 Feet Wide) Due North 800.00 Feet; Thence S 89°45'46" E 1010.07 (Last Described Course Being In Part Along The South Line Of Brookside Acres No. 1 Subdivision, Liber 32, Plats, Page 17); Thence S 00°11'07" E, 800.00 Feet; Thence N 89°45'49" W, 1012.66 Feet To The Point Of Beginning; Containing 18.5739 Acres.

ARTICLE III DEFINITIONS

Section 1. General Description of Terms Used. Certain terms are utilized not only in this Amended and Restated Master Deed and Exhibits "A" and "B" applicable 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 Kingswood Place Condominium Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Kingswood Place Condominium, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "Act" or "Condominium Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended. If any provision of this Amended and Restated Master Deed or its exhibits is found to conflict with any provision of the Act, or if any provision required by the Act is omitted herefrom, then the provisions of the Act are incorporated herein by reference and shall supersede and cancel any conflicting provision hereof.

B. "Association" or "Association of Co-owners" means Kingswood Place Condominium Association, a non-profit corporation organized under Michigan law of which all Co-owners are members, which corporation shall administer, operate, manage and maintain the Condominium in accordance with all applicable laws and the Condominium Documents. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association Bylaws" or "Corporate Bylaws" shall refer to those portions of the Restated Condominium Bylaws of Kingswood Place Condominium Association, pertaining to operation of the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

D. "Unit" or "Condominium Unit" each mean a single complete Unit in Kingswood Place Condominium, as such may be described in Article VI hereof and on Exhibit B applicable hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

E. "Restated Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners.

F. "Condominium Documents", wherever used, means and includes this Amended and Restated Master Deed and Exhibit "A" hereof, the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", together with the Articles of Incorporation and Rules and Regulations, if any, of the Association.

G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Condominium as described above.

H. "Condominium Project", "Condominium" or "Project" means Kingswood Place Condominium as a Condominium Project established in conformity with the provisions of the Act.

I. "Condominium Subdivision Plan" means the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B", which is hereby incorporated by reference and made a part hereof as Exhibit "B".

J. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "owner", wherever used, shall be synonymous with the term "Co-owner". Both Land Contract vendees and vendors shall be considered Co-owners, and shall be jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents of Kingswood Place Condominium and the Act.

K. "Developer" shall refer to Evergreen Associates, a Michigan Co-Partnership, which made and executed the Master Deed, and its successors and assigns.

L. "Common Elements" where used without modification means both the General and Limited Common Elements described in Article IV hereof, and does not refer to Condominium Units.

M. "Amended and Restated Master Deed" means this document which when recorded shall reaffirm the establishment of the Condominium, and to which the Restated Condominium Bylaws are attached, and the Condominium Subdivision Plan attached to the original Master Deed as Exhibit "B" is made applicable.

N. "Percentage of Value" means the percentage assigned to each Condominium Unit in Article VI hereof. The percentages of value of all Units shall total one hundred (100%) percent. Percentages of value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act. Percentages of value for each Condominium Unit have been determined with reference to reasonably comparative characteristics.

O. "Person" means an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof.

P. "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

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.

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements. The Common Elements of the Condominium described below and in the Condominium Subdivision Plan and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

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

(1) **Land.** The land described in Article II hereof, specifically including the driveways, parking areas, and sidewalks located thereon, to the extent not designated as Limited Common Elements, as shown on the Condominium Subdivision Plan, and all beneficial easements;

(2) **Electrical.** The electrical transmission system throughout the project, including exterior site lighting, and also including meters and wiring contained within Unit walls, up to but not including the point of connection with electrical fixtures, plugs and switches within any Unit;

(3) **Gas.** The gas distribution system throughout the project including that contained in Unit walls, up to but not including the point of connection with gas fixtures within any Unit;

(4) **Water Distribution.** The water distribution system throughout the Project, including that contained in Unit walls, up to but not including the point of connection with plumbing fixtures (which term shall include fixture shut-off valves) within any Unit;

(5) **Telephone.** The telephone system throughout the project up to the point of entry to each unit;

(6) **Storm Drainage.** The storm drainage systems throughout the project, including sump pumps within buildings;

(7) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including that contained in Unit walls, up to but not including the point of connection with plumbing fixtures within any Unit;

(8) **Construction.** The foundations, supporting columns, Unit perimeter walls, (excluding windows and doors), roofs, ceilings, floor construction between Unit levels and exterior chimney boxes appurtenant to each condominium Unit;

(9) **Community Facilities.** The swimming pool and community building included within the project;

(10) **Irrigation.** The irrigation system throughout the Project, including wells, if any, water lines, valves, sprinkler heads, timers, pumps and electrical equipment;

(11) **Other.** All elements of the project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Condominium Unit which are not designated as Limited Common Elements in Exhibit "B" or in subsection B

of this Article and which are intended for common use or necessary to the existence, upkeep and safety of the project.

Some or all of the utility lines, systems (including mains and service leads) and equipment 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 shall be General Common Elements only to the extent of the Co-owners' interest therein, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above ("utility system") may service single buildings containing more than one condominium unit. Accordingly, and where necessary or applicable, there shall be an easement for that common element through each condominium unit to enable the utility system to appropriately serve each of the condominium units in the subject building.

B. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit(s) to which the Limited Common Elements are appurtenant or assigned on the Condominium Subdivision Plan. The Limited Common Elements are:

(1) Porches and Patios. Each porch and patio together with any approved improvements located thereon shall be limited in use to the Co-owner of the Unit served thereby;

(2) Hot Water, Air Conditioning, Heating, Fireplaces and Dryer Venting. Each individual air conditioner and compressor, furnace, humidifier and hot water heater, including all ductwork, electrical wiring and transmission lines appurtenant thereto, (including dryer venting), and fireplace combustion chamber, (including flues, inserts, liners and all related construction), is restricted in use to the Co-owner of the Unit which such equipment services;

(3) Windows, Doors and Screens. All windows, doorwalls, doors and related storms and screens shall be limited in use to the Co-owners of the Units which they service;

(4) Interior Surfaces. Interior surfaces of Unit perimeter walls, ceilings, and floors contained within a unit shall be subject to the exclusive enjoyment and usage of the co-owner of each such Unit;

(5) Parking Spaces. Each unit is assigned two parking spaces that are limited in use to the Co-owner of the Condominium Unit to which they are assigned.

(6) Other. Such other elements of the Project, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Project, shall be Limited Common Elements.

C. Responsibility. Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units, including structures, landscaping and improvements associated therewith, and appurtenant Limited Common Elements, as set out herein and in the relevant sections of Article VI of the Restated

Condominium Bylaws (Exhibit "A" to this Amended and Restated Master Deed) and Rules and Regulations promulgated in accordance therewith, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

(1) Co-owner Responsibilities:

- (a) Unit, Limited Common Elements. The primary responsibility for cleaning, maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Project, and the Limited Common Elements assigned or appurtenant thereto, except as stated in subparagraph II below, shall be borne by the Co-owner of the Unit.
- (I) Additional Responsibilities of Co-owners. In addition to the Co-owner's responsibility under this Article IV, Section 1C.(1)(a), each Co-owner shall be responsible for the cost of decorating, maintaining, repairing and replacing the following items:
 - (i) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, furnace and air conditioner and related ductwork, humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, range, oven, refrigerator, vent or exhaust fans and related ductwork, dryer venting, vent covers and filters, and individual hot water heaters;
 - (ii) The plumbing, gas and electrical fixtures, lines and piping within the Unit, including shut-off valves, supply lines, drains, rings, washers, outlets, switches, lighting and other fixtures;
 - (iii) All cabinets; counters; interior trim, doors; closet doors; sinks; tile, either floor or wall; and related hardware;
 - (iv) All improvements or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting and other floor covering and trim;
 - (v) Interior drywall, ceilings and interior wall construction (even though some portions are General Common Elements);
 - (vi) All windows, doorwalls, entry doors, storms, screens and all associated hardware;

- (vii) Co-owner landscaping and plantings;
 - (viii) All fireplace combustion chambers, flues, dampers and related appurtenances;
 - (ix) Improvements located within or upon Limited Common Element porches and patios;
 - (x) The cost of maintenance, repair and replacement of all items referred to in Article V, Section 3 of the Condominium Bylaws shall be borne by the Co-owner, except as otherwise provided in the Condominium Documents.
 - (xi) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.
- (II) Limited Common Elements for which the Association is Responsible. The Association shall, except in cases of Co-owner fault, be responsible for the costs of exterior painting and caulking of doors and window, door and doorwall frames, driveways, parking areas (assigned and not assigned), and porches and patios (but not the improvements located therein).
- (b) Utility Charges. All individually metered utility services shall be borne by the Co-owner of the Unit to which such services are furnished.
- (c) Co-owner Additions, Modifications. Co-owner improvements, additions or modifications, even though approved by the Association, shall not be considered Limited or General Common Elements in any case, and shall be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Project which require the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification shall be borne by the Co-owner.
- (d) Co-owner Fault. Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or family, guests, tenants or invitees of a Co-owner, shall be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the same manner as an assessment in accordance with Article II of the Restated Condominium Bylaws.

- (e) Sump Pumps and Irrigation System Tap Ins, Controls and Meters. A Co-owner who's Unit contains a sump pump or an irrigation system tap-in, control or meter shall not restrict the Association, contractors, the utility company or respective governmental agency from entering into the Unit to maintain, repair or replace such equipment. Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Association so as to avoid preventing reasonable accessibility to such equipment. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair and replacement of such equipment, or due to failure of the equipment. Damage to the General Common Elements caused by the malfunction of such equipment shall be borne by the Association in all instances.

- (f) Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Condominium Bylaws shall be performed subject to the Association's mandatory prior approval and control with respect to color, style, timing, material and appearance. In the event of failure by a Co-owner to follow such specifications and approval requirements, the Co-owner shall be assessed for, and shall be responsible for, all costs of correction and for bringing the altered element into conformity with these requirements, including but not limited to, possible complete removal and replacement.

(2) Association Responsibilities:

- (a) General Common Elements. The costs of maintenance, decoration, repair and replacement of all General Common Elements, and those Limited Common Elements for which the Association is assigned responsibility in Subsection 1(a)II, above shall be borne by the Association, in accordance with the provisions of this Article and the Restated Condominium Bylaws.
- (b) Unauthorized Repair. The Association shall not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association shall only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

(3) Unusual Expenses. Any other unusual common expenses benefiting less than all of the Condominium Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project, or by their licensees or

invitees, shall be specifically assessed against the Condominium Unit or Condominium Units involved in accordance with Section 69 of the Michigan Condominium Act.

ARTICLE V USE OF PREMISES

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

ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Condominium Unit Description. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Kingswood Place Condominium as prepared by Warner, Cantrell and Padmos, and made applicable hereto as Exhibit "B". Each Unit shall include (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of the Unit, all that space contained within the interior finished unpainted walls and ceilings and from the finished sub-floor all as shown on the floor plans and sections in Exhibit "B" applicable hereto and delineated with heavy outlines. Building elevations are shown in detail in architectural plans and specifications on file with the City of Southfield.

In the event that the dimensions of any Unit differ from the dimensions on the typical foundation and upper floor plans for such Unit as contained in the Condominium Subdivision Plan, then the typical foundation and upper floor plans for such Unit as contained in the Condominium Subdivision Plan shall be deemed to be automatically changed to the extent of the measured dimensions.

Section 2. Calculation of Percentage of Value. The percentage of value assigned to each Unit is set forth in this Paragraph, below. The percentage of value assigned to each Unit shall be determinative of 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 and the undivided interests of the Co-owner in the Common Elements. The total percentage value of the Project is 100. The Units and their associated percentages of value are set forth below:

Unit Number	Percentage of Value
1	.70699
2	.78554
3	.78554
4	.86412
5	.86412
6	.78554
7	.78554
8	.78554
9	.70699

10	.78554
11	.78554
12	.86412
13	.86412
14	.78554
15	.78554
16	.78554
17	.70699
18	.78554
19	.78554
20	.86412
21	.86412
22	.78554
23	.78554
24	.78554
25	.70699
26	.78554
27	.78554
28	.86412
29	.86412
30	.78554
31	.78554
32	.70699
33	.70699
34	.78554
35	.78554
36	.86412
37	.86412
38	.78554
39	.78554
40	.70669
41	.70699
42	.78554
43	.86412
44	.86412
45	.78554
46	.78554
47	.78554
48	.78554
49	.78554
50	.78554
51	.78554
52	.78554
53	.78554
54	.78554
55	.78554
56	.78554
57	.78554
58	.78554

59	.86412
60	.86412
61	.86412
62	.78554
63	.70699
64	.78554
65	.78554
66	.86412
67	.86412
68	.78554
69	.78554
70	.78554
71	.70699
72	.78554
73	.78554
74	.86412
75	.86412
76	.78554
77	.78554
78	.70699
79	.78554
80	.78554
81	.86412
82	.86412
83	.78554
84	.78554
85	.78554
86	.70699
87	.78554
88	.78554
89	.86412
90	.86412
91	.78554
92	.78554
93	.78554
94	.78554
95	.78554
96	.78554
97	.78554
98	.78554
99	.78554
100	.78554
101	.78554
102	.78554
103	.78554
104	.78554
105	.78554
106	.78554
107	.78554

108	.78554
109	.78554
110	.78554
111	.78554
112	.70699
113	.78554
114	.78554
115	.86412
116	.86412
117	.78554
118	.78554
119	.70699
120	.78554
121	.78554
122	.86412
123	.86412
124	.78554
125	.78554
126	<u>.78554</u>
	100%

ARTICLE VII EASEMENTS

Section 1. Easements For Encroachment, Utilities, and Support. In the event any Condominium Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment shall exist, except to the extent limited by Section 40 of the Act.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines.

There shall exist easements of support with respect to any Unit wall which supports a Common Element.

Section 2. Association's Right to Grant Easements. The Board of Directors of the Association may grant easements over or through any portion of any General Common Element of the Condominium for utility, roadway, construction or safety purposes.

Section 3. Association's Easement For Maintenance, Repair and Replacement. The Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under

the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium. It is a matter of concern that a Co-owner may fail to properly maintain his Unit or any Limited Common Elements appurtenant thereto in a proper manner and in accordance with the standards set forth in this Amended and Restated Master Deed, the Restated Condominium Bylaws and any Rules and Regulations promulgated by the Association. Therefore, in the event a Co-owner fails, as required by this Amended and Restated Master Deed, the Restated Bylaws or any Rules and Regulations of the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any Limited Common Elements appurtenant thereto, the Association shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any part of the Unit or any of the appurtenant Limited Common Elements, all at the expense of the Co-owner of the Unit. The Association shall not be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due, in accordance with Article II of the Restated Condominium Bylaws; further, the lien for non-payment shall attach as in all cases of regular assessments, and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors shall have the power to make or cause to be made such installations and/or 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. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts of administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

ARTICLE VIII AMENDMENTS

This Amended and Restated Master Deed and any Exhibit hereto may be amended as provided in the Act in the following manner.

Section 1. Co-owner Approval. Amendments may be made and recorded by the Association upon being approved by the Co-owners of a simple two-thirds (2/3) of the Units in the Condominium entitled to vote as of the record date for such vote, except as hereinafter provided

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgages (as defined in Section 90A(9) of the Act), such amendment shall require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee shall have one vote for each mortgage held. Mortgagee approval shall be solicited in accordance with Section 90A of the Act.

Section 3. Modification of Units, Common Elements and Percentage of Value. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article VI hereof, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Michigan Condominium Act, as amended. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Condominium may be terminated only in accordance with Section 50 of the Act. Common Elements can be assigned and re-assigned only in accordance with Section 39 of the Act.

IN WITNESS WHEREOF, the Association has caused this Amended and Restated Master Deed to be executed the day and year first above written.

WITNESSES

KINGSWOOD PLACE CONDOMINIUM
ASSOCIATION, a Michigan Nonprofit Corp.

BY: Deborah L. Robinson
Deborah L. Robinson
ITS: President

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

On this 13 day of August, 2009, the foregoing Amended and Restated Master Deed was acknowledged before me by Deborah L. Robinson President of Kingswood Place Condominium Association, a Michigan nonprofit corporation, on behalf of and by authority of the Corporation.

Drafted by and when
recorded return to:
Mark F. Makower Esq.
Dickinson Wright, PLLC
38525 Woodward Ave., #2000
Bloomfield Hills, MI 48304

Angela Warner
Angela Warner Notary Public
Oakland County, MI
My commission expires: 6/19/13
Acting in Oakland County, MI

ANGELA WARNER
Notary Public, State of Michigan
County of Oakland
My Commission Expires 06-09-2013
Acting in the county of _____

CERTIFICATION

STATE OF MICHIGAN)
)SS
 COUNTY OF OAKLAND)

I, Tony Major, being first duly sworn, depose and state as follows:

That I am the Managing Agent for of Kingswood Place Condominium Association, the corporation named in and which executed the Amended and Restated Master Deed and Restated Condominium Bylaws of Kingswood Place Condominium.

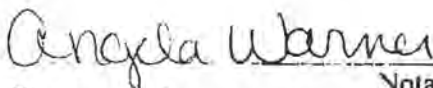
That the Amended and Restated Master Deed and Restated Condominium Bylaws of Kingswood Place Condominium was submitted to all co-owners of units in Kingswood Place Condominium for the purpose of voting thereon, and that said co-owners approved said documents by a vote of more than two-thirds of all Co-owners in number.

That records of said consents are maintained at 1130 Tienken Court, Ste 102, Rochester Hills, MI 48306.

FURTHER, AFFIANT SAYETH NOT.


 Tony Major

Acknowledged, subscribed and sworn to before
 me this 13 day of ~~July~~, 2009.
 August


 Notary Public
Oakland County, Michigan
 Acting in Oakland County, Michigan
 My Commission Expires: 6/9/13

ANGELA WARNER
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires 06-09-2013
 Acting in the county of _____

CERTIFICATION

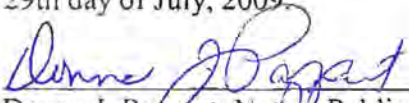
STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

I, Mark F. Makower, being first duly sworn, depose and state as follows:

1. That I am the attorney for KINGSWOOD PLACE CONDOMINIUM ASSOCIATION, the Corporation named in and which executed the attached Amended and Restated Master Deed of Kingswood Place.
2. That I personally sent a copy of the attached Amended and Restated Master Deed of Kingswood Place and the ballot and notice required under Section 90A of the Michigan Condominium Act, to all mortgagees of record of those units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the Amended and Restated Master Deed of Kingswood Place.
3. That (2/3) of said mortgages have consented to the attached Amended and Restated Master Deed of Kingswood Place in accordance with the provisions of Section 90A of the Michigan Condominium Act. Said consents are maintained in Kingswood Place Association file located in my office at 38525 Woodward Ave., Suite 2000, Bloomfield Hills, MI 48304.


Mark F. Makower

Subscribed and sworn to before me this
29th day of July, 2009.


Donna J. Pappert, Notary Public
Oakland County, Michigan
My Commission Expires: 5/13/2013

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2017 JUN 28 AM 11:22

123743
LIBER 50811 PAGE 577
\$26.00 MISC RECORDING
\$4.00 REMONUMENTATION
06/28/2017 11:28:59 A.M. RECEIPT# 74805
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DEED OF KINGSWOOD PLACE

This First Amendment to the Amended and Restated Master Deed of Kingswood Place is made and executed this 12th day of June, 2017, by Kingswood Place Condominium Association, a Michigan nonprofit corporation (the "Association"), in pursuance of the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

RECITALS:

A. The Association, the nonprofit corporation organized for the administration and management of Kingswood Place (the "Condominium"), a condominium project established pursuant to the Amended and Restated Master Deed recorded in Liber 41417, Pages 764 et seq., Oakland County Records (the "Master Deed"), and known as Oakland County Condominium Subdivision Plan No. 153, desires to amend the Condominium Bylaws, Exhibit A to the Master Deed (the "Condominium Bylaws"), pursuant to the authority granted by Sections 90, 90a and 112 of the Condominium Act (MCL §§559.190, 559.190a and 559.212), for the purpose of revising the leasing and rental restrictions.

B. This Amendment neither enlarges the Common Elements of the Condominium nor alters the formula for determining existing percentages of value in the Condominium.

C. The Master Deed shall be amended upon recording with Oakland County Register of Deeds for, as required by Section 73 of the Condominium Act (MCL §559.173).

NOW THEREFORE, the following changes are hereby made to the Master Deed:

1. Article VI, Section 2 of the Condominium Bylaws shall, upon recording of this Amendment with the Oakland County Register of Deeds, be deleted in its entirety and replaced with the following new Section 2:

Section 2. Leasing and Rental of Units.

A. Right to Lease.

(1) A Co-owner may only lease a Unit for the same purposes as set forth in Article VI, Section 1, and only if the Co-owner (a) is in compliance with this Section 2, (b) has followed the disclosure procedures contained in

24-14-101-000 ent 1

OK-AB

OK-MH

subsection C below, and (c) obtained the Board of Director's prior written approval as more fully set forth in this Section 2.

(2) Except for those Units under an approved lease as of the effective date of the First Amendment to the Amended and Restated Master Deed, the Board of Directors shall not grant approval if (a) the leasing of such Unit would result in any one person or entity (including affiliates or commonly owned entities) leasing more than 2 Units at any given time, or (b) the leasing of such Unit would cause the total number of leased Units in the Condominium to exceed 20%. Co-owners who were permitted to lease their Units as of the effective date of the First Amendment to the Amended and Restated Master Deed, shall be entitled to continue leasing their Units despite the foregoing limitations on the number of Units that may be rented, provided the provisions of the Condominium Documents are followed and an approved lease form is on file with the Association prior to the effective date of the First Amendment to the Amended and Restated Master Deed. In the event of a sale or transfer of ownership of a leased Unit, or in the event such a Unit is no longer being leased, being prepared for lease, or being held out or otherwise marketed for lease, all automatic rights to lease that Unit shall terminate and no further leasing of the Unit shall take place without first obtaining the written approval of the Board of Directors in compliance with these provisions.

(3) Subject to the provisions of subsections (1) and (2), no Co-owner shall lease less than an entire Unit, and all leases shall (i) be for an initial term of no less than one (1) year, (ii) require the lessee to comply with the Condominium Documents, and (iii) provide that failure to comply with the Condominium Documents constitutes a default under the lease.

(4) No Co-owner shall accommodate transient tenants or occupants. For purposes of this Section, "transient tenant or occupant" refers to a non-Co-owner occupying a Unit for less than sixty (60) days and who has paid consideration for the occupancy.

(5) The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all the Condominium Document provisions. The Association may require the use of a standard lease addendum to ensure compliance with the requirements of this Section.

B. Exception to 20% Leasing Limitation. Notwithstanding the provisions contained in subsection A above or anything to the contrary contained in the Condominium Documents, the Association recognizes that circumstances may arise beyond a Co-owner's control that may justify an exception to allow the temporary leasing of a single Unit, regardless of the 20% rental limitation. Therefore, under the following circumstances, but only for so long as such circumstances exist and only so long as the Co-owner has occupied

the Unit for the immediately preceding six (6) months and the leasing of the Unit will not result in that Co-owner or any related person or entity leasing more than 2 Units, the Board may allow a Co-owner to lease their Unit even though 20% or more of the Units may already be leased:

(1) A Co-owner must relocate to a nursing home or similar facility for a period likely to exceed six (6) months;

(2) A Co-owner must relocate for medical purposes (treatment, rehabilitation, or recuperation) for a period likely to exceed six (6) months;

(3) A Co-owner must relocate for employment purposes for a period likely to exceed six (6) months;

(4) A Co-owner or the estate of a Co-owner must rent a Unit due to an inability to sell the same without incurring a financial loss because of mortgage liens recorded against the Unit exceeding the fair market value of the Unit; or

(5) Any similar extenuating situation approved by the Board of Directors.

C. Procedures for Leasing. The leasing of Units shall conform to the following additional provisions:

(1) Disclosure. A Co-owner desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee, and shall at the same time supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Each Co-owner shall, promptly following the execution of any approved lease of a Unit, forward a true copy of the fully executed lease to the Association. If no lease form is to be used, then the Co-owner shall supply the Association with the name and address of the potential lessee or other occupants, along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed occupancy arrangement.

(2) Compliance with Condominium Documents. Tenants or non-Co-owner occupants shall comply with the Condominium Documents.

(3) Default by Tenant. If the Association determines that a tenant or non-Co-owner occupant has failed to comply with the Condominium Documents, the Association shall take the following action:

(a) Notification. The Association shall notify the Co-owner by certified mail advising of the alleged violation.

(b) Time to Cure. The Co-owner has fifteen (15) days after receipt of such notice to investigate and correct the alleged tenant or non-Co-owner occupant breach or advise the Association that a violation has not occurred.

(c) Remedies. If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or non-Co-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold the tenant, the non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner, tenant or non-Co-owner occupants. The Co-owner shall be responsible for reimbursing the Association for all costs incurred because of a tenant's or non-Co-owner occupant's failure to comply with the Condominium Documents, including the pre-litigation costs and actual attorneys' fees incurred in obtaining their compliance with the Condominium Documents.

(4) Notice to Pay Rent Directly to Association. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the Co-owner's tenant or non-Co-owner occupant and the tenant or non-Co-owner occupant after receiving the notice shall deduct from their rental payments to the Co-owner the arrearage and future assessments as they fall due and shall pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant or non-Co-owner occupant. If the tenant or non-Co-owner occupant, after being so notified, fails or refuses to remit rent to the Association that is otherwise due the Co-owner, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements, (2) issue a statutory Notice to Quit for non-payment of rent, and enforce that notice by summary proceedings, and/or (3) initiate proceedings pursuant to Section 112(4)(b) of the Condominium Act.

D. Lender Exception. Notwithstanding anything to the contrary and except for the prohibition on transient tenancies, first mortgage lenders or first mortgagee guarantors in possession of a Unit following a default of a first mortgage, foreclosure, or deed or other arrangement in lieu of foreclosure shall not be subject to the restrictions contained in Section 2 above and which relate to the term of any lease or rental agreement.

E. Department of Veterans Affairs Exception. To the extent that any provision set forth in the Condominium Documents regarding leasing is inconsistent with the requirements of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title

38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provision shall not apply to any Unit that is:

- (1) Encumbered by DVA Financing; or
- (2) Owned by the Department of Veterans Affairs.

F. Rent Loss Insurance Coverage. Those Co-owners that rent their Unit are advised to obtain insurance coverage for reimbursement of rental income that may be lost while the Unit is being repaired, rebuilt or is otherwise not capable of being occupied. The Association shall have absolutely no responsibility for obtaining such coverage and Co-owners shall have absolutely no claim against the Association for lost rental income.

2. In all other respects, the Amended and Restated Master Deed, including the Condominium Bylaws applicable as Exhibit A, and the Condominium Subdivision Plan applicable as Exhibit B, as previously recorded, are hereby ratified and confirmed.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

The Association has caused this Amendment to the Amended and Restated Master Deed to be executed the day and year first above written

Kingswood Place Condominium Association, a
Michigan Nonprofit Corporation

By: 

Name: YOURMIN JACKSON

Title: President

STATE OF MICHIGAN

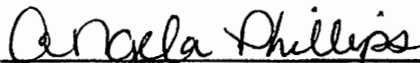
)

) ss:

COUNTY OF OAKLAND

)

The foregoing instrument was acknowledged before me this 12 day of June, 2017 by Yourmin Jackson, the President of Kingswood Place Condominium Association, a Michigan Nonprofit Corporation, on behalf of the Corporation.



Angela Phillips, Notary Public

Oakland County, Michigan

Acting in Oakland County, Michigan

My Commission Expires: 6/9/19

Document drafted by and when recorded return to:

Stephen M. Guerra, Esq.

Makower Abbate Guerra Wegner Vollmer PLLC

30140 Orchard Lake Rd.

Farmington Hills, MI 48334

CERTIFICATION

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

I, Tony Major, being first duly sworn, depose and state as follows:

1. That I am the managing agent for Kingswood Place Condominium Association, the corporation named in and which executed the First Amendment to the Amended and Restated Master Deed of Kingswood Place.
2. That the First Amendment to the Amended and Restated Master Deed of Kingswood Place was submitted to all Co-owners of Units in Kingswood Place for the purpose of voting on such document, and that the Co-owners approved the document by a vote of more than two-thirds of all Co-owners entitled to vote.
3. That the records of the Co-owner consents are maintained at the offices of Kingswood Place Condominium Association at 3252 University Drive, Suite 145, Auburn Hills, MI 48326.


Tony Major

Acknowledged, subscribed and sworn to before
me this 13 day of June, 2017.

Angela Phellyps
Angela Phillips Notary Public
County, Michigan
Acting in Oakland County
My Commission Expires: 6/9/19

STATE OF MICHIGAN)
) SS
COUNTY OF OAKLAND)

1. That I am the attorney for Kingswood Place Condominium Association, the Corporation named in and which executed the attached First Amendment to the Amended and Restated Master Deed of Kingswood Place.
2. That I sent a copy of the First Amendment to the Amended and Restated Master Deed of Kingswood Place and the ballot and notice required under Section 90A of the Michigan Condominium Act to all mortgagees of record of those Units qualified to vote, as listed in the records of the Oakland County Register of Deeds for the purpose of obtaining approval of said mortgagees to the First Amendment to the Amended and Restated Master Deed of Kingswood Place.
3. That two-thirds (2/3^{rds}) of the mortgagees consented to the First Amendment to the Amended and Restated Master Deed of Kingswood Place in accordance with the provisions of Section 90A of the Michigan Condominium Act. The mortgagee consents will be maintained for a period of two years in Kingswood Place Condominium Association records located in my office at 30140 Orchard Lake Rd., Farmington Hills, MI 48334.

Acknowledged, subscribed and sworn to before
me this 26th day of June, 2017.

Susan J. Merritt
SUSAN J. MERRITT Notary Public
WAYNE County, Michigan
Acting in OAKLAND County
My Commission Expires: 5-23-2020

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 153

EXHIBIT B TO THE MASTER DEED OF

KINGSWOOD PLACE CONDOMINIUM

CITY OF SOUTHFIELD, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION

THAT PART OF THE WEST-ONE-HALF (1/2) OF THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 14, TOWN 1 NORTH, RANGE 10 EAST, CITY OF SOUTHFIELD, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST ONE-QUARTER (1/4) CORNER OF SECTION 14, TOWN 1 NORTH, RANGE 10 EAST, AND PROCEEDING THENCE ALONG THE WEST LINE OF SAID SECTION 14, ONE HUNDRED SEVENTY FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST 7500 FEET TO A POINT ON THE EAST LINE OF EVERGREEN ROAD, WHICH POINT IS THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE EAST LINE OF EVERGREEN ROAD, WHICH LINE IS 7500 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SECTION 14, ONE HUNDRED SEVENTY FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST 1000.07 FEET (LAST DESCRIBED COURSE POINT IN PART ALONG THE SOUTH LINE OF BROOKSIDE AVENUE IN A SUBDIVISION, LINDER 32, PLATS, PAGE 17), THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST 8000.00 FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS WEST 7500 FEET TO THE POINT OF BEGINNING, CONTAINING 0.121 ACRES.

PLAT NOTICE

BEFORE CERTIFYING THAT THE BUILDINGS SHOWN ON THE MAP PLAN, NUMBERED 1 THRU 18, ARE PROPOSED.

WILLIAM L. ROSKELLY, RLS # 10705
BASNEY & SMITH, INC.
25200 W. SIX MILE ROAD
DETROIT, MICHIGAN 48240

ALL ELEVATIONS ARE SHOWN IN DETAIL ON THE ARCHITECTURAL WORKING DRAWINGS ON FILE IN THE ARCHITECTURAL DEPARTMENT OF COMMERCE, DETROIT, MICHIGAN.

CONDOMINIUM CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED MORTGAGEE HAS GIVEN ITS CONSENT TO THE ESTABLISHMENT OF KINGSWOOD PLACE CONDOMINIUM, OAKLAND COUNTY, MICHIGAN, SUBDIVISION PLAN NO. 153.

WILLIAM L. ROSKELLY, RLS # 10705
BASNEY & SMITH, INC.
25200 W. SIX MILE ROAD
DETROIT, MICHIGAN 48240

WILLIAM L. ROSKELLY, RLS # 10705
BASNEY & SMITH, INC.
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DETROIT, MICHIGAN 48240

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DETROIT, MICHIGAN 48240

WILLIAM L. ROSKELLY, RLS # 10705
BASNEY & SMITH, INC.
25200 W. SIX MILE ROAD
DETROIT, MICHIGAN 48240

DEVELOPER
EVERGREEN ASSOCIATES
28277 DEQUINDRE ROAD
MADISON HEIGHTS, MICHIGAN 48071

SURVEYORS & ENGINEERS
BASNEY & SMITH, INC.
25200 W. SIX MILE ROAD
DETROIT, MICHIGAN 48240

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY PLAN HEREON DELIVERED IS A CORRECT ONE, AND THAT CORNER STAKES CONSISTING OF 18" PERMANENT IRON BARS HAVE BEEN SET AT POINTS MARKED THUS (1") AS THEREON SHOWN.

DATE: April 26, 1973

WILLIAM L. ROSKELLY, RLS # 10705
BASNEY & SMITH, INC.
25200 W. SIX MILE ROAD
DETROIT, MICHIGAN 48240

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED CO-PARTNERSHIP IS THE OWNER OF OR HAS SOME RIGHT, TITLE OR INTEREST IN AND TO THE SUBDIVISION PLAN SHOWN UPON THE ACCOMPANYING DRAWINGS, THAT IT IS THE ONLY PERSON, OTHER THAN CITY NATIONAL BANK OF DETROIT, WHOSE CONSENT IS NECESSARY TO PASS A CLEAN TITLE TO SAID LAND KNOWN AS KINGSWOOD PLACE CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 153, CITY OF SOUTHFIELD, OAKLAND COUNTY, MICHIGAN, AND DOES CONSENT TO THE MAKING OF SAID DRAWINGS AND SUBDIVISION PLAN AS SHOWN WITHIN THE BORDER LINE.

EVERGREEN ASSOCIATES
A MICHIGAN CO-PARTNERSHIP
28277 DEQUINDRE ROAD
MADISON HEIGHTS, MICHIGAN 48071

BY: Neil Spizilen, CO-PARTNER
DATE: APRIL 26, 1973

AND: Richard M. Lewiston, CO-PARTNER

CERTIFICATE OF APPROVAL OF MASTER DEED

THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF MASTER DEED OF KINGSWOOD PLACE CONDOMINIUM, WAS ISSUED TODAY PURSUANT TO ACT 229, PUBLIC ACTS OF 1963 AS AMENDED.

LANSING, MICHIGAN
DATED: APRIL 23, 1973
BY: [Signature]

SURVEYOR'S CERTIFICATE

I, WILLIAM L. ROSKELLY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS KINGSWOOD PLACE CONDOMINIUM, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE CORNER STAKES ARE INDICATED, ALL AS SHOWN ON SAID DRAWINGS, AND IS SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: April 26, 1973

WILLIAM L. ROSKELLY, RLS # 10705
BASNEY & SMITH, INC.
25200 W. SIX MILE ROAD
DETROIT, MICHIGAN 48240

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8. PERIMETER PLAN FOR BLDGS. 6, 9, 15
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18. UNIT PLAN B-6
19. UNIT PLAN C
20. UNIT PLAN D

DEFICIAL EASEMENT SERVING THE PROPERTY STORM DRAINAGE EASEMENT, A PERMANENT EASEMENT IN DRAINAGE PURPOSES, AND FOR CONSTRUCTION, MAINTENANCE AND REPAIR OF FACILITIES FOR AND IN CONNECTION THEREWITH, IN, ON, OVER, THROUGH AND ACROSS THE NORTHWEST ONE-QUARTER (1/4) OF SECTION 14, TOWN 1 NORTH, RANGE 10 EAST, CITY OF SOUTHFIELD, OAKLAND COUNTY, MICHIGAN, SAID EASEMENT BEING 20.00 FEET IN WIDTH, 20.00 FEET ON EACH SIDE OF THE FOLLOWING LINE: COMMENCING AT THE WEST ONE-QUARTER (1/4) CORNER OF SECTION 14, TOWN 1 NORTH, RANGE 10 EAST, AND PROCEEDING ALONG THE WEST LINE OF SAID SECTION 14, ONE HUNDRED SEVENTY FEET; THENCE SOUTH 89 DEGREES 45 MINUTES 40 SECONDS EAST, 528.50 FEET TO THE POINT OF BEGINNING OF SAID EASEMENT 20.00 FEET ALONG SAID CENTERLINE SOUTH 3 PLACES 34.44 FEET WEST, 560.82 FEET MORE OR LESS TO THE POINT OF BEGINNING OF SAID EASEMENT 20.00 FEET IN WIDTH, 20.00 FEET DESCRIBED.



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17. UNIT PLAN B-5	
18. UNIT PLAN B-6	
19. UNIT PLAN C	
20. UNIT PLAN D	

S 83° 45' 46" E.

100.007

BENCHMARK - 10" WHITE ARROW ON IRON NAIL
ELEVATION 699.87
NAD 83
(DISTRICT 100 TO 1000)
TO 1000 000 000

12' EASEMENT FOR STORM SEWER
AND SANITARY DRAINAGE

20' EASEMENT FOR
STORM SEWER

12' EASEMENT FOR
SANITARY SEWER

12' EASEMENT FOR
SANITARY SEWER

12' EASEMENT FOR
WATER MAIN

12' EASEMENT FOR
WATER MAIN

12' EASEMENT FOR
WATER MAIN

12' EASEMENT FOR
SANITARY SEWER

S 83° 45' 49" E

30' WALK EASEMENT

N 89° 45' 49" W.

1012.66'

CITY OF SOUTHFIELD

CITY OF LATHRUP VILLAGE

1000.00'

S 0° 11' 07" E.



SURVEYORS CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED
THE PROPERTY HEREIN DESCRIBED AND THAT
THERE ARE NO EXISTING ENCROACHMENTS
UPON THE LANDS AND PROPERTY DESCRIBED

DATE June 30, 1973

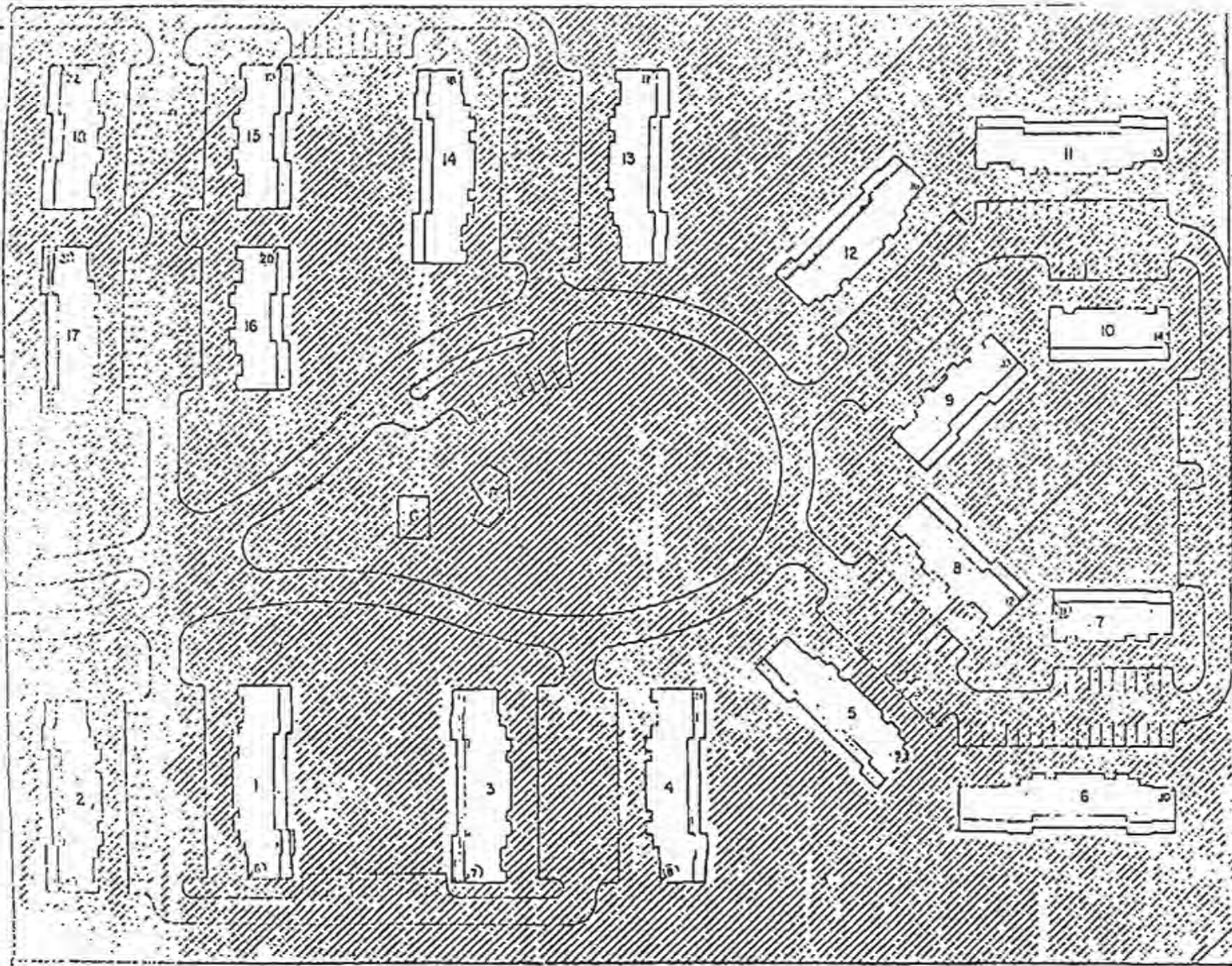
William E. T. [Signature]
REG. LAND SURV.
MICHIGAN
20000 N. 10th St.
DETROIT, MICHIGAN

NOTE: (O) INDICATES STEEL PIPE
NOTE: EXIST. & NOT EASEMENTS - ALL
FOLLOW ON AS SHOWN PLANS

KINGSWOOD PLACE, GROUNDWATER



SURVEY 1111



NORTH EAST		SOUTH EAST	
1	893.63 1073.00	12	1003.03 1073.00
2	1759.65 1073.00	13	1003.03 1073.00
3	793.51 2083.05	14	1003.03 1073.00
4	203.51 2083.05	15	1003.03 1073.00
5	1054.51 1119.50	16	1047.25 1073.00
6	1065.00 1276.71	17	1047.25 1073.00
7	1065.15 1047.25	18	1047.25 1073.00
8	1064.50 1006.65	19	1047.25 1073.00
9	1006.06 1006.65	20	1047.25 1073.00
10	1042.39 2037.10	21	1003.03 1073.00
11	1250.47 1933.85	22	1047.25 1073.00

NOTE: SIDEWALK LAYOUT WILL BE SHOWN ON AS BUILT DRAWINGS.

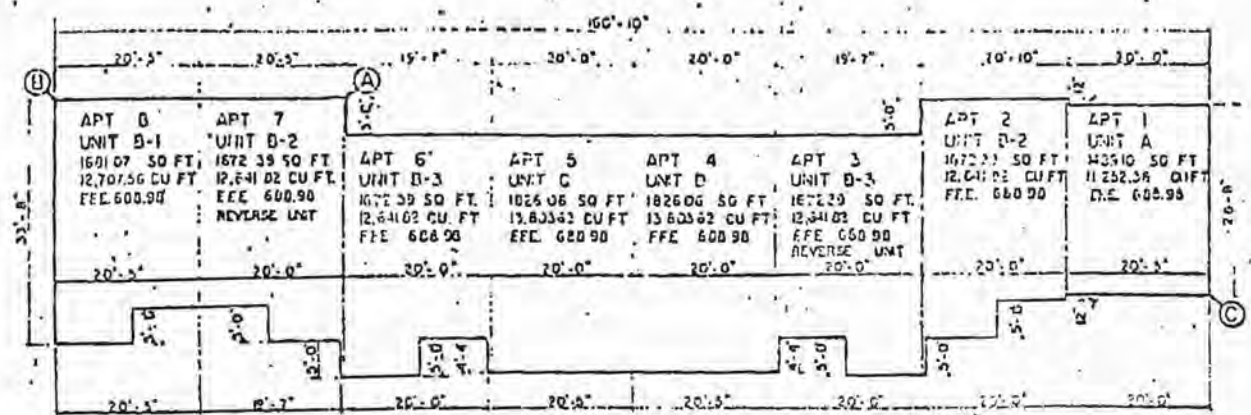
GENERAL COMMON ELEMENTS
LIMITED COMMON ELEMENTS

C-INDICATES COMMUNITY BUILDING.
P-INDICATES POOL.

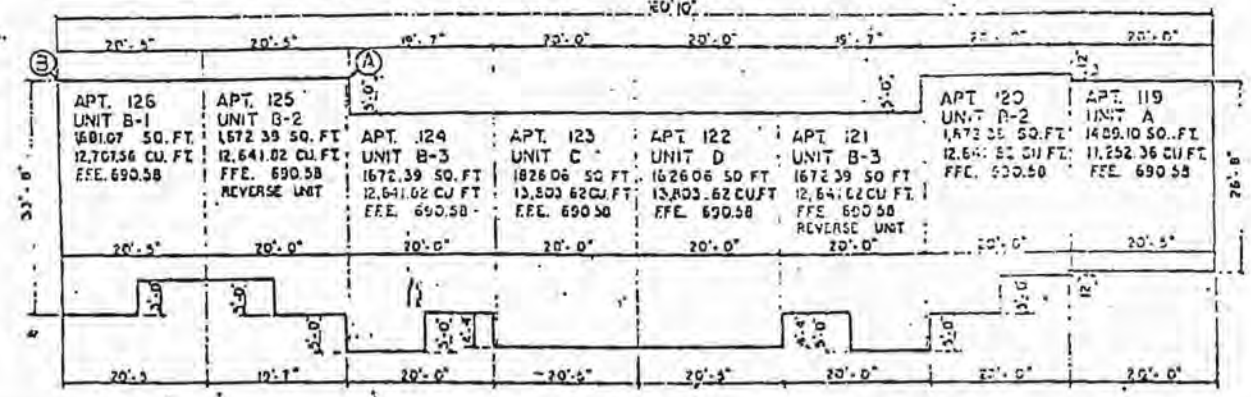
KINGSWOOD PLACE CONDOMINIUM

SITE PLAN

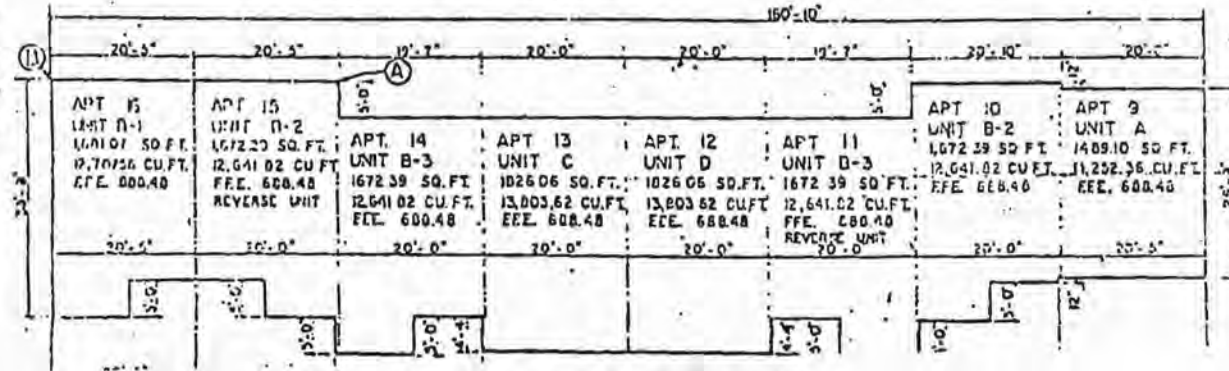
NO.	UNIT	AREA	VOLUME	REMARKS
1	C	1455.85	1216.71	10' x 12' x 10'
2	D	1064.31	115.96	10' x 12' x 10'
3	D	1064.31	115.96	10' x 12' x 10'



BLD'G 1



BLD'G 2

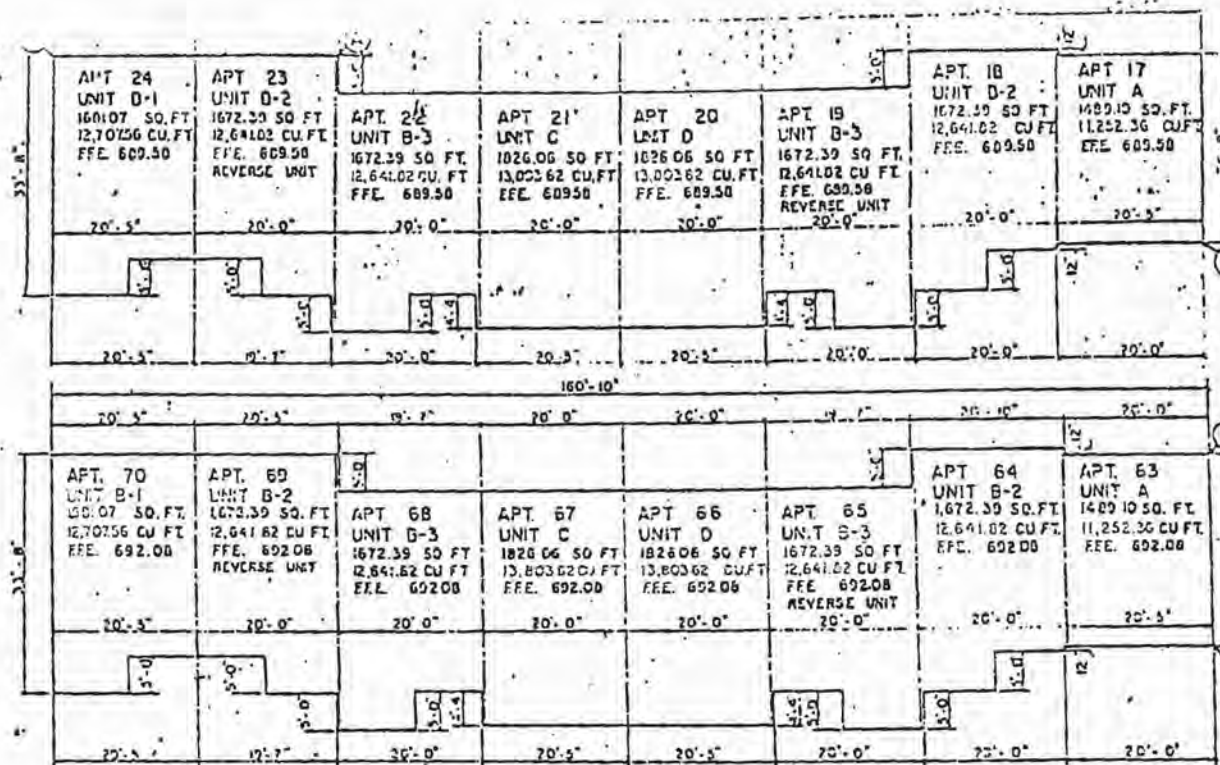


BLD'G 3

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM BUILDING FOUNDATION PLANS

NOTE: FEE IS FIRST FLOOR ELEVATION

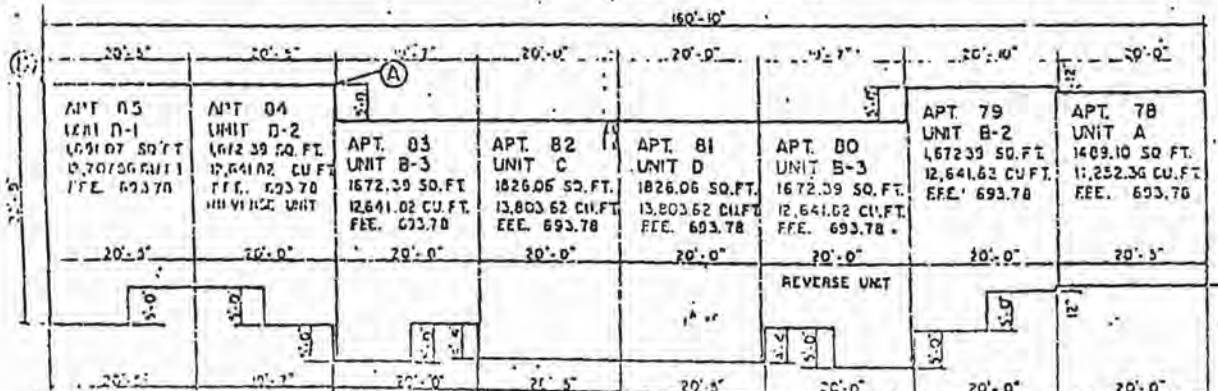
KINGSWOOD PLANTATION
1000 NORTH
BLDG'S 1, 2, 3



11	D	1565.03	2027.79
13	D	1747.46	1451.45

BLD'G 4

BLD'G 11



NOTE: DIMENSIONS SHOWN WERE TAKEN FROM BUILDING FOUNDATION PLANS

NOTE: FFE IS FIRST FLOOR ELEVATION

BLD'G 13

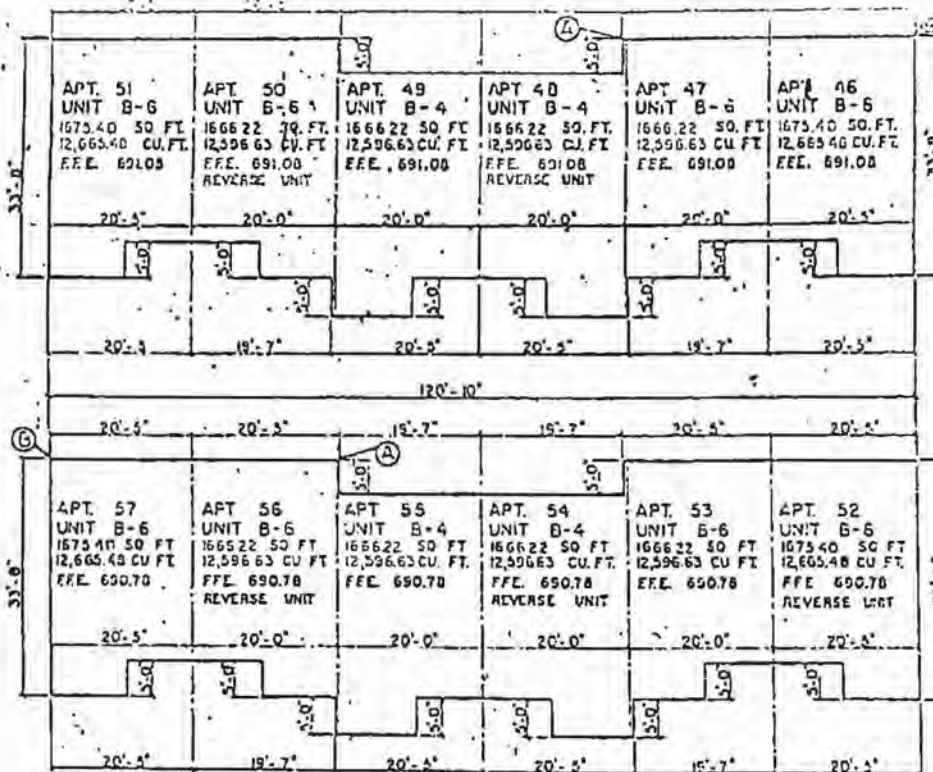
KINGSWOOD PLACE CONDOMINIUM

PERIMETER PLAN
IN BOOK 4, 11, 13



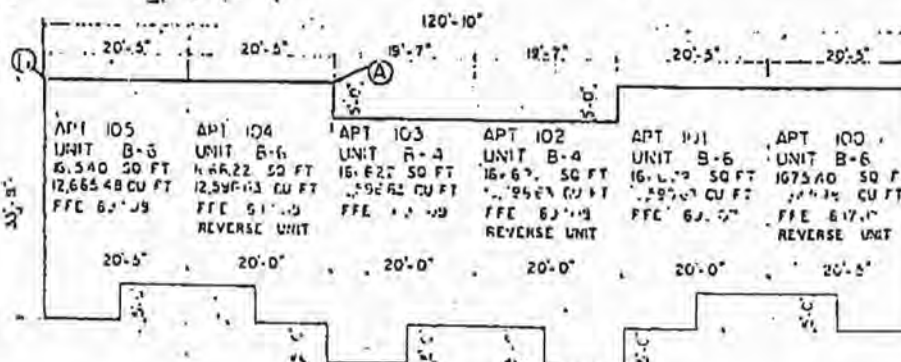
UNIT 93

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	12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BLD'G. 8

BLD'G. 9



BLD'G. 15

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM BUILDING FOUNDATION PLAN

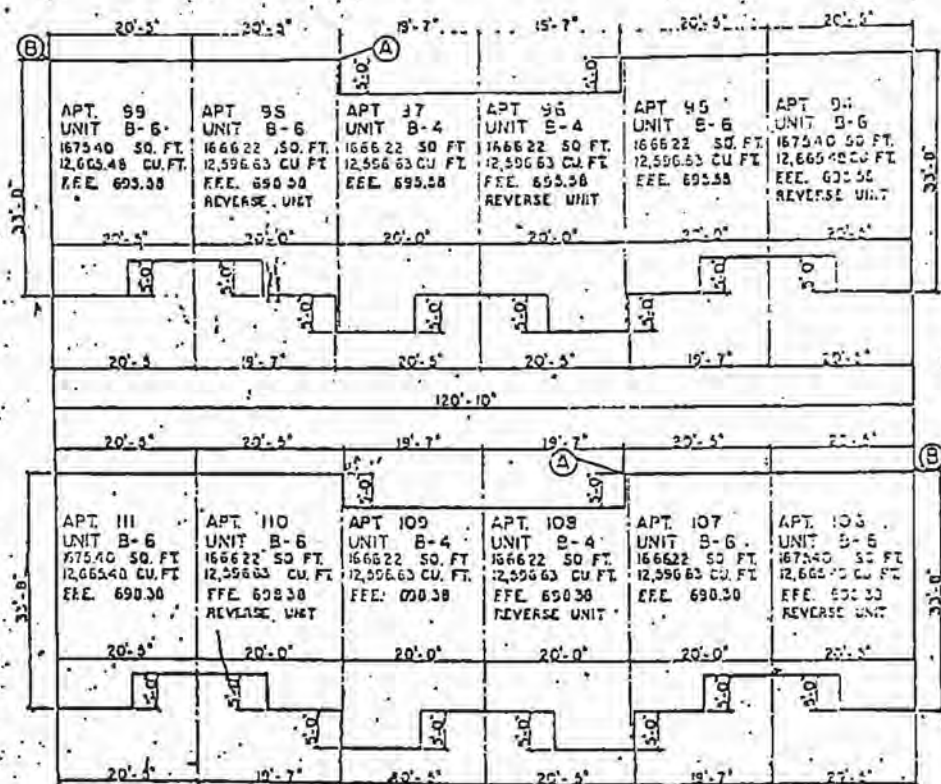
NOTE: FFE IS FIRST FLOOR ELEVATION

KINGSWOOD PLACE CONDOMINIUM

11000114 BLD'G. 8, 9, 15



A	B	C	D	E
10	10	1071.20	1026.50	1026.50
10	10	1740.43	1122.65	1122.65



BLD'G. 16

BLD'G. 18

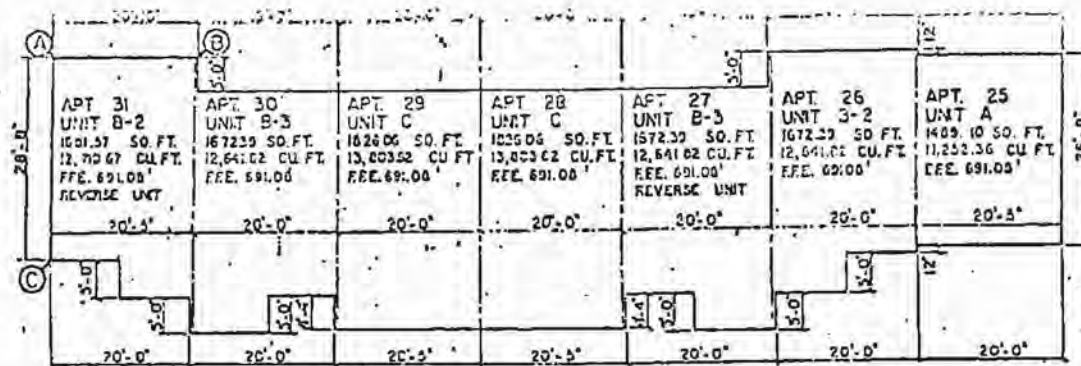
NOTE: DIMENSIONS SHOWN WITHIN ARE BASED ON FOUNDATION TYPING

NOTE: FEE. IS FIRST FLOOR FEE.

KINGSWOOD PLACE CO.
PERMIT
BLDG.

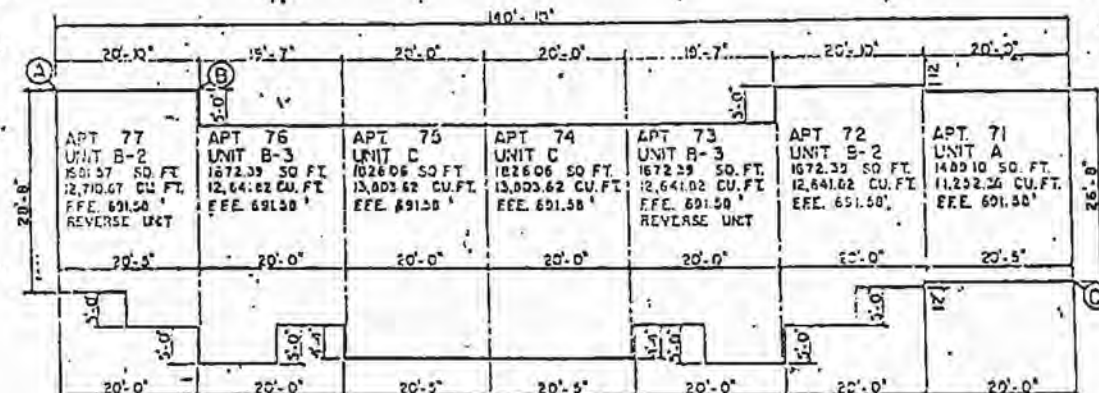


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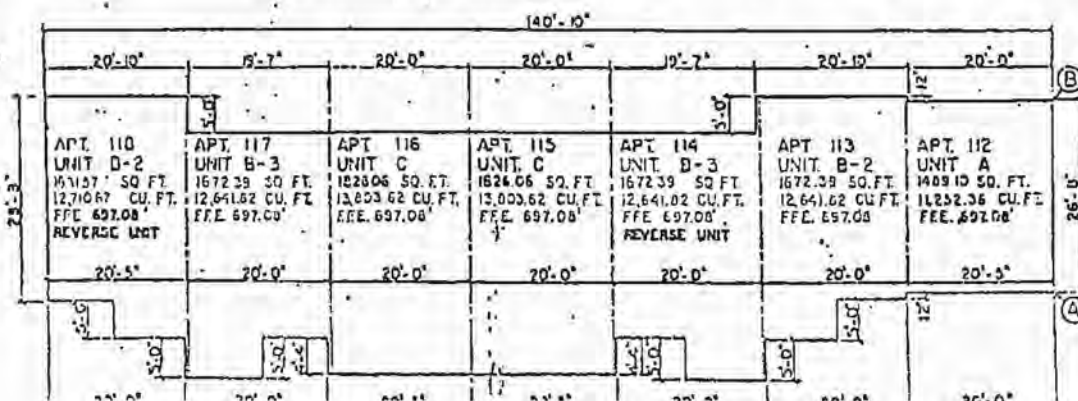


5	C	100.00'	1000.67' x 12' 4"
17	C	117.25'	1170.15' x 11' 2"
17	D	650.00'	1125.24' x 11' 2"

BLD'G. 5



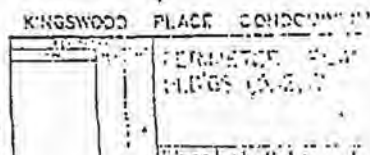
BLD'G. 12

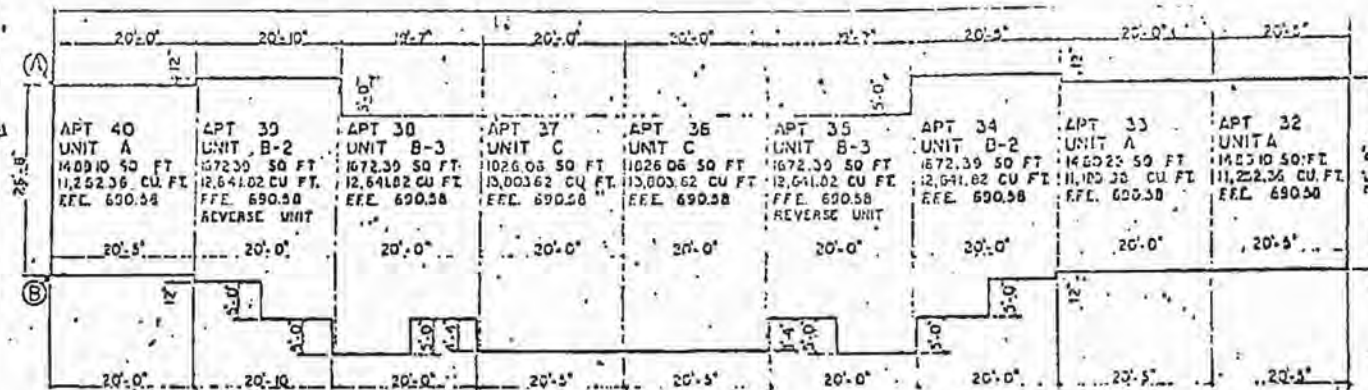


BLD'G. 17

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM BUILDING FOUNDATION PLANS.

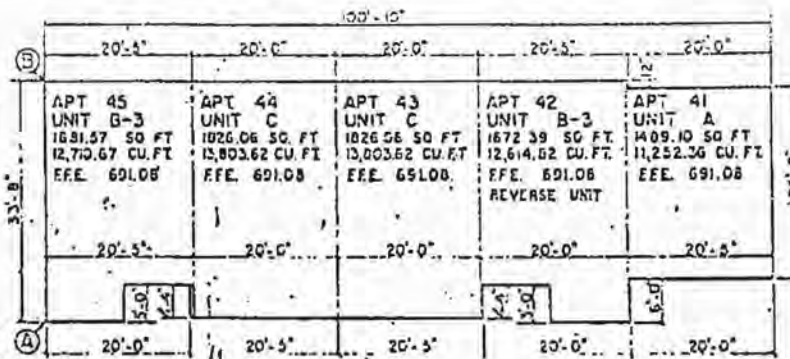
NOTE: F.F.E. IS FIRST FLOOR ELEVATION



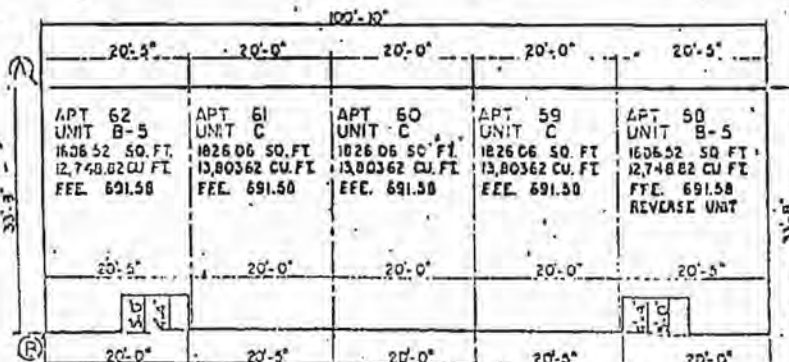


BLDG	UNIT	AREA	VOLUME	FFE
6	A	1409.10	11,252.36	690.34
7	B	1296.47	10,000.00	690.38
10	A	1511.34	12,000.00	690.38

BLD'G 6



BLD'G 7



BLD'G 10

NOTE: DIMENSIONS SHOWN WERE TAKEN FROM BUILDING FOUNDATION PLAN

NOTE: FFE IS FIRST FLOOR ELEVATION

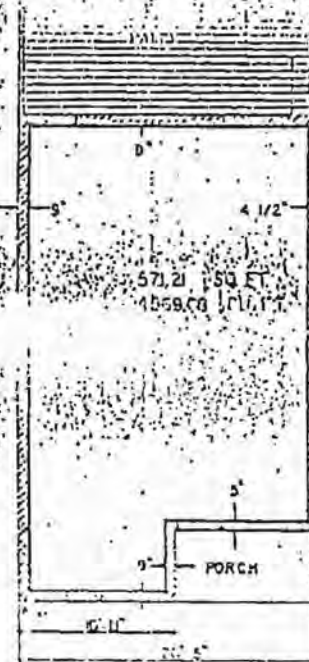
KINGSWOOD PLACE, GAITHERSBURG, MARYLAND

BLDG'S 6, 7, 10





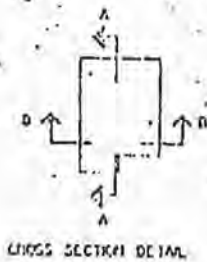
FOUNDATION PLAN



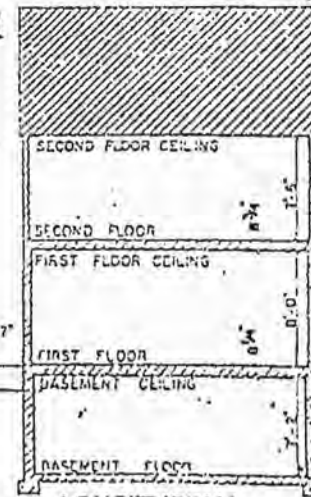
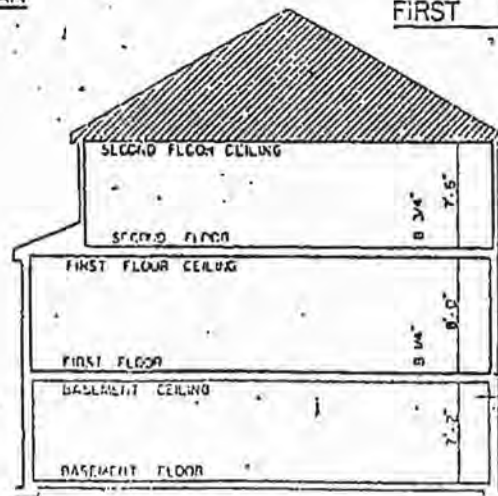
FIRST FLOOR PLAN



SECOND FLOOR PLAN



CROSS SECTION DETAIL

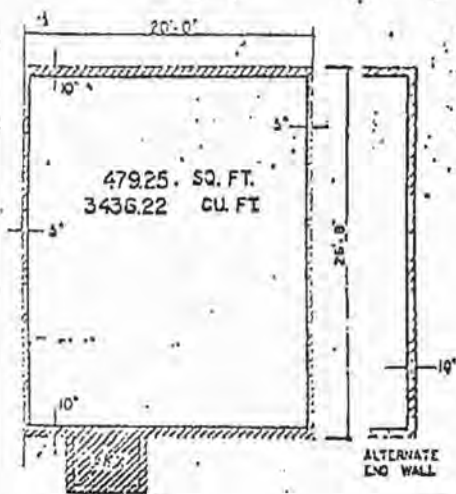


NOTE: DIMENSIONS INDICATED ARE FOR ALL FLOORS & CEILING.

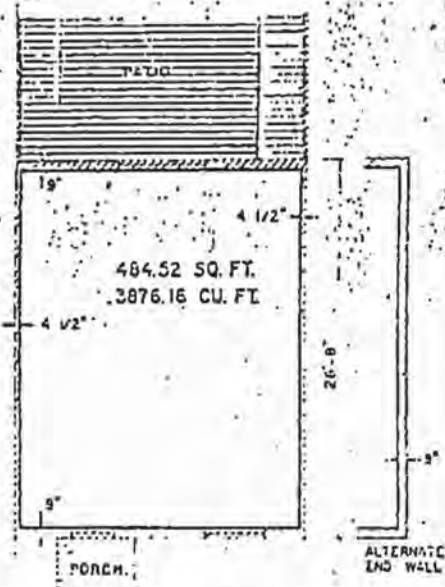
GENERAL CONTRACTOR
LIMITED COMPANY

KINGSWOOD PLACE, NEW YORK
UNIT - PLANS 2-1

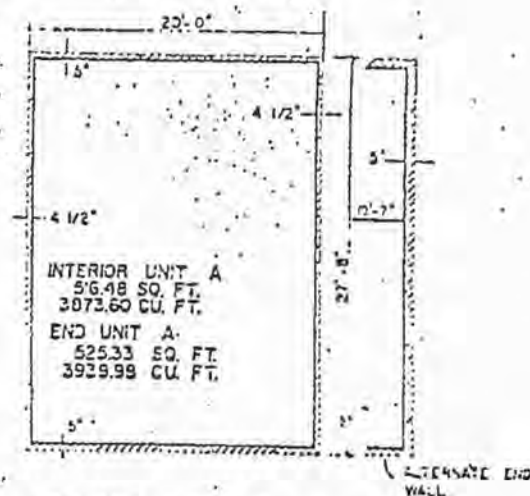
REVISED 6/1/82



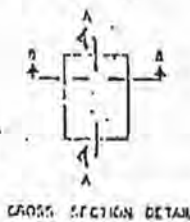
FOUNDATION PLAN



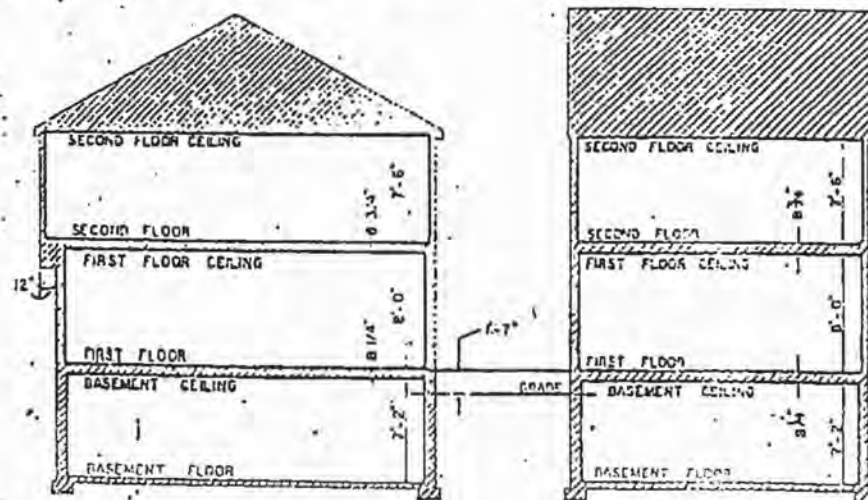
FIRST FLOOR PLAN



SECOND FLOOR PLAN



CROSS SECTION DETAIL



LONGITUDINAL

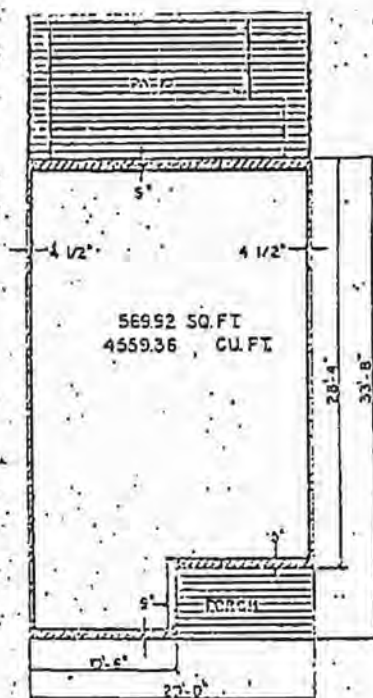
NOTE: ——— INDICATES LIMITED WALLS, FLOORS & CEILING.

GENERAL COMMON ELEMENT LIMITED COMMON ELEMENT

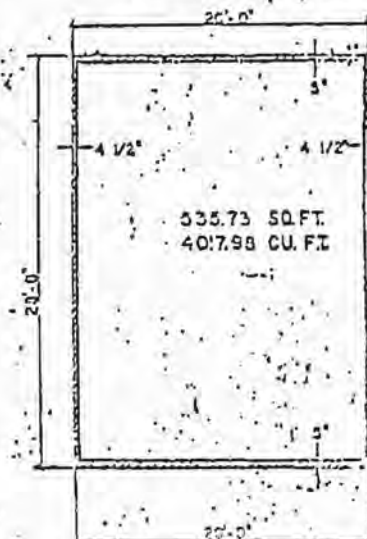
KINGSWOOD PLACE CONDOMINIUM UNIT PLAN "A"



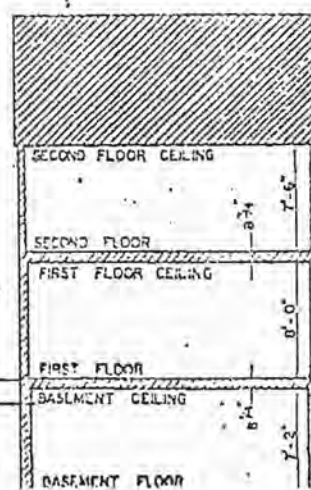
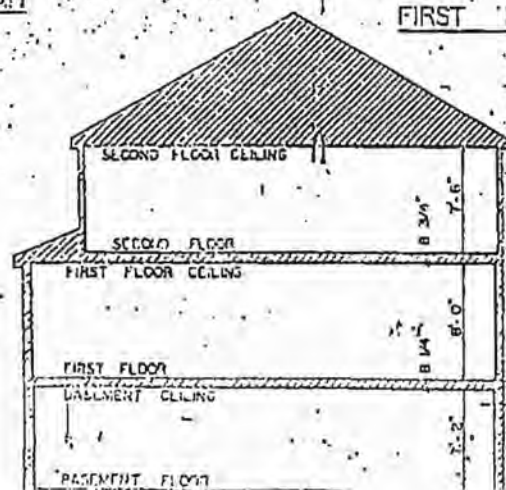
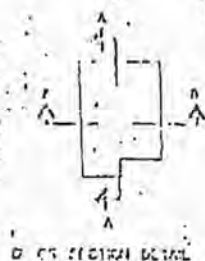
FOUNDATION PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN

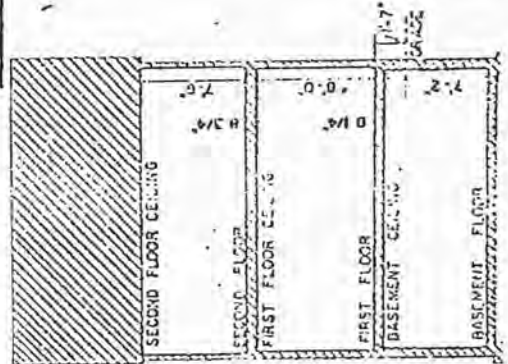
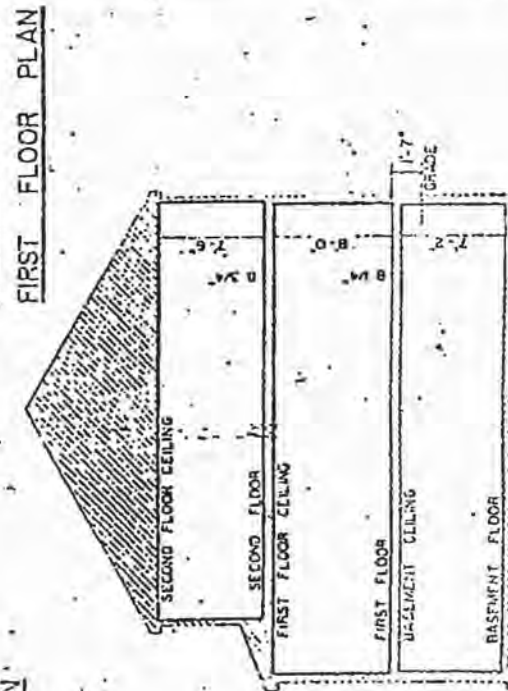
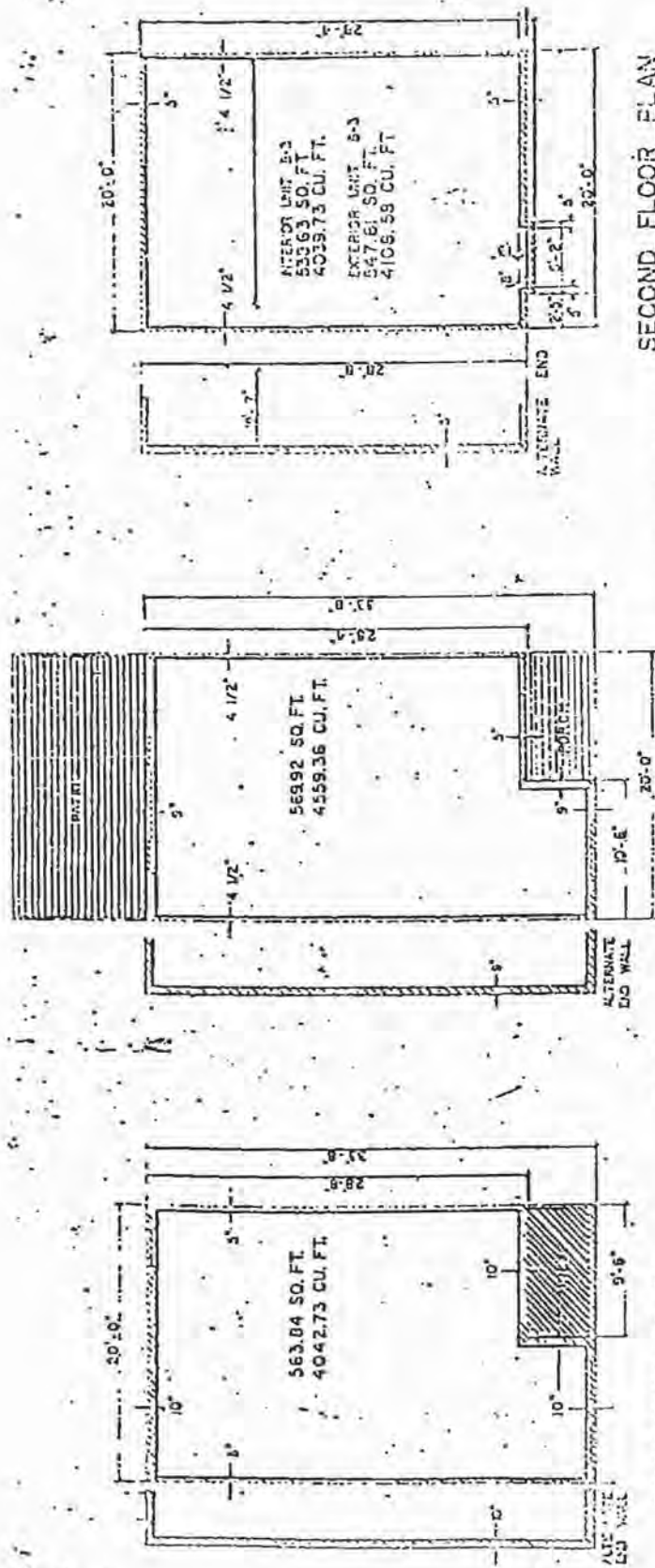


NOTE: ——— INDICATES LIMITED FLOORS & CEILING.

GENERAL DESIGN ELEMENTS LIMITED, ENGINEERS

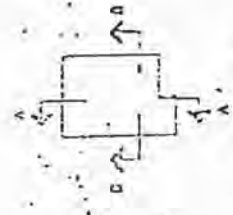
KINGSWOOD

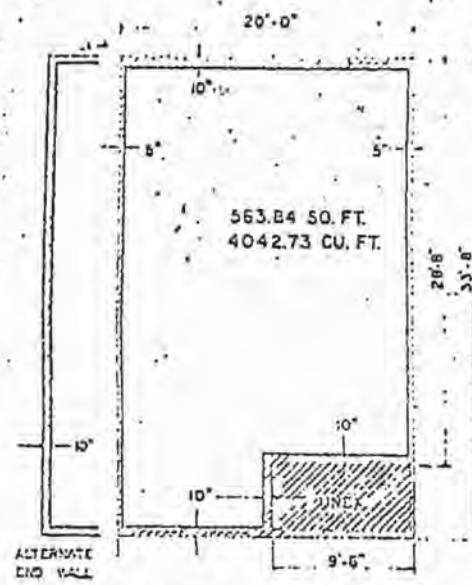
PLAN 1-1



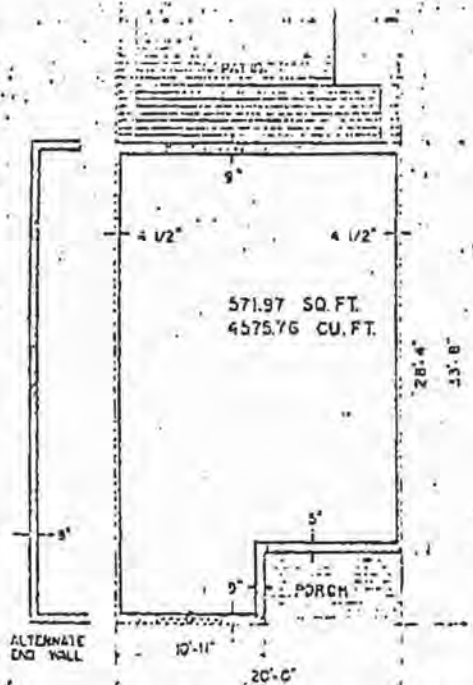
NOTE: — NO DATA
FOODS & CLOTH.

GENERAL - COUNCIL ALIENS
UNITED STATES DEPT. OF JUSTICE
WASHINGTON, D.C. 20535
UNIT PLAN 3-10

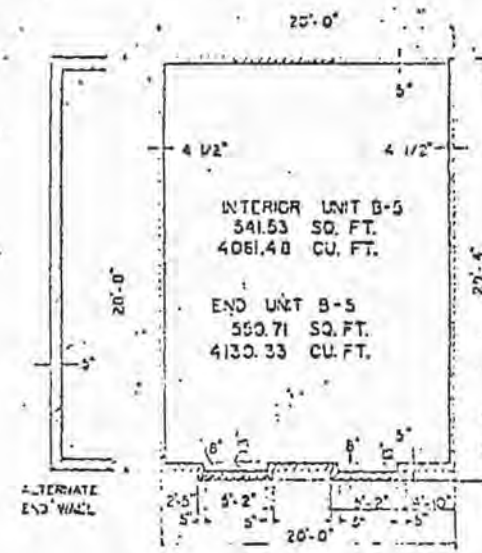




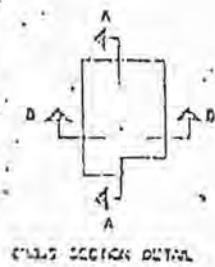
FOUNDATION PLAN



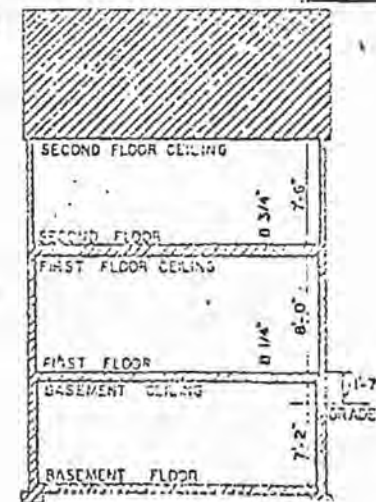
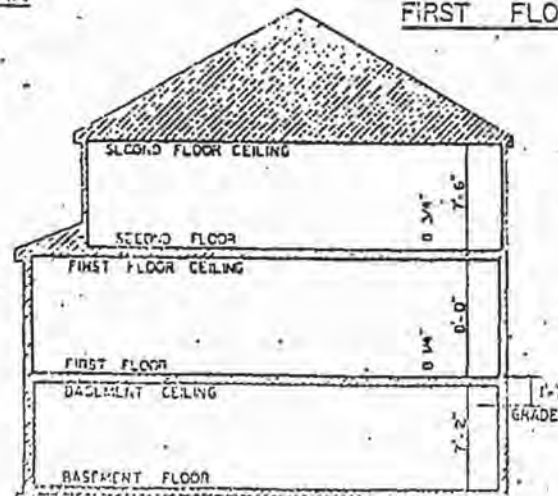
FIRST FLOOR PLAN



SECOND FLOOR PLAN

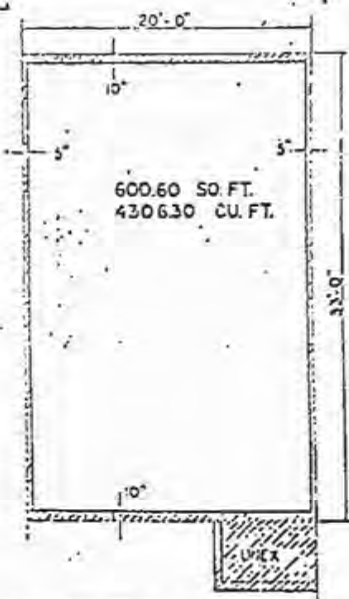


CROSS SECTION DETAIL

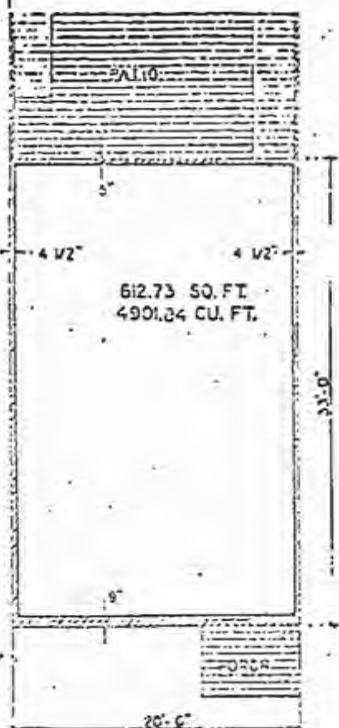


NOTE: ——— INDICATES LIMITED WALL FLOORS & CEILING.

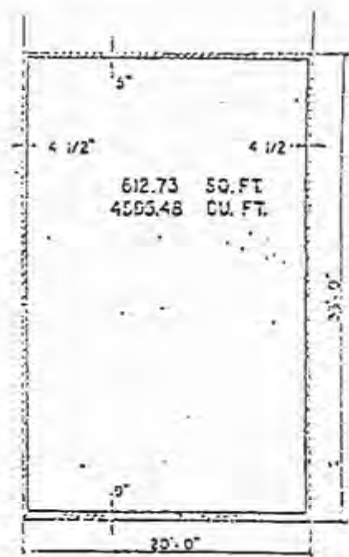
GENERAL CORNER, PLUMB, LIMITED CORNER, PLUMB, UNIT PLAN B-5



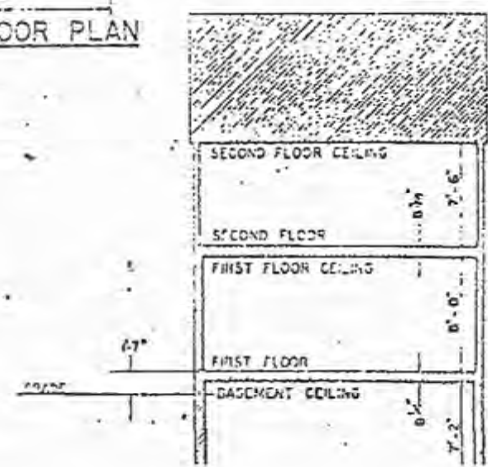
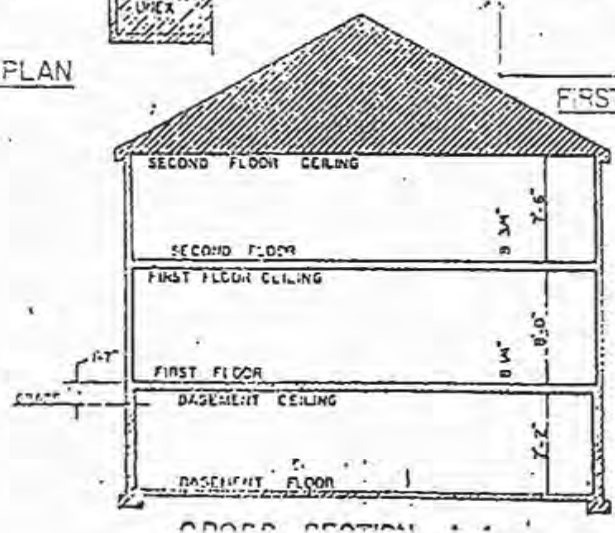
FOUNDATION PLAN



FIRST FLOOR PLAN

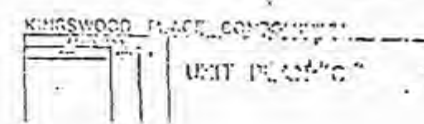


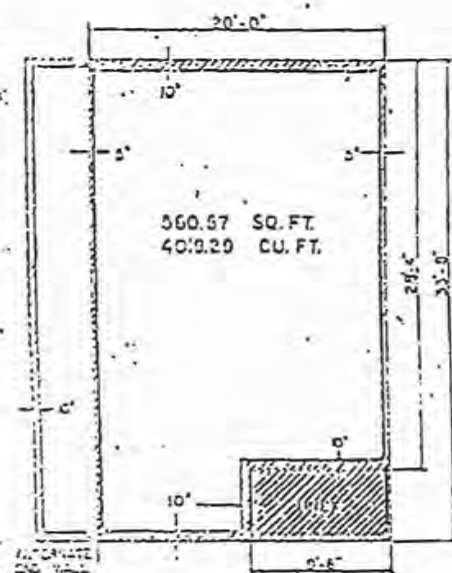
SECOND FLOOR PLAN



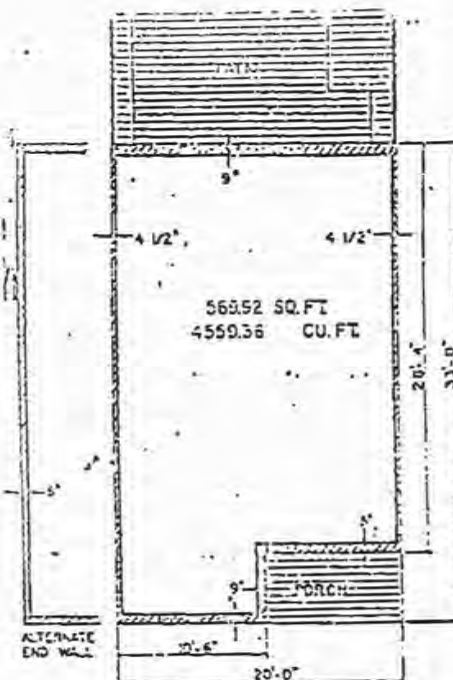
NOTE — LOCATES LIMITED WALLS, FLOORS & CEILING

GENERAL COMMON FLOOR LIMITS DO NOT INCLUDE WALLS

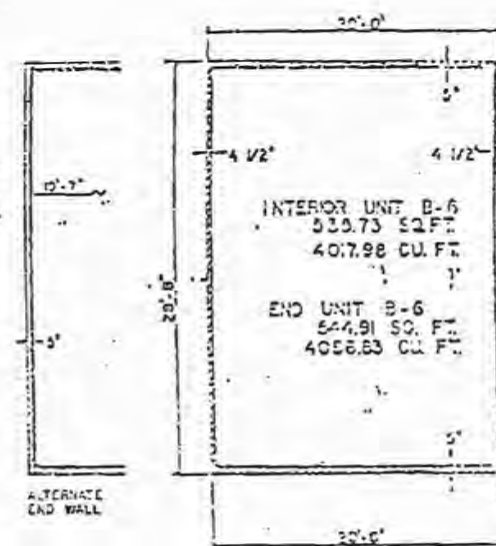




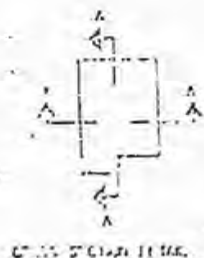
FOUNDATION PLAN



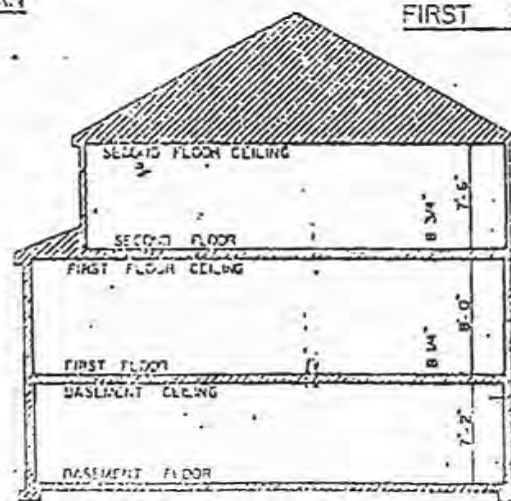
FIRST FLOOR PLAN



SECOND FLOOR PLAN



CROSS SECTION LINE



NOTES: — INDICATES LIMITED WALLS, FLOORS & CEILING.

GENERAL SECTION ELEVATION
LIMITED SECTION ELEVATION

KINGSWOOD PLANT COMPANY
UNIT PLAN B-6